



**WEST VALLEY WATER DISTRICT  
855 W. BASE LINE ROAD, RIALTO, CA 92376  
PH: (909) 875-1804 FAX: (909) 875-1849**

**ADJOURNED REGULAR BOARD MEETING  
AGENDA**

**Thursday, February 13, 2025, 6:00 PM**

**BOARD OF DIRECTORS**

**Gregory Young, President  
Daniel Jenkins, Vice President  
Estevan Bennett, Director  
Angela Garcia, Director  
Kelvin Moore, Director**

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**"In order to comply with legal requirements for posting of agendas, only those items filed with the Board Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."**

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**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](mailto:administration@wvwd.org).**

**If you require additional assistance, please contact [administration@wvwd.org](mailto:administration@wvwd.org).**

CALL TO ORDER

ROLL CALL OF BOARD MEMBERS

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957 Title: Board Secretary

2. CONFERENCE WITH LABOR NEGOTIATORS

Government Code 54957.6

Agency designated representative: General Manager John Thiel Unrepresented employees: Board Secretary

3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9

Receipt of claim

Claimant: Al Robles

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957 Title: General Manager

5. CONFERENCE WITH LABOR NEGOTIATORS

Government Code 54957.6

Agency designated representative: President Gregory Young

Unrepresented employee: General Manager

ADOPT AGENDA

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.

PRESENTATIONS

Strategic Plan – Work Plan Updates

CONSENT CALENDAR

1. December 19, 2024 Regular Meeting and January 30, 2025 Special Board Meeting/Rate Study Workshop Minutes
2. Precast Concrete Chemical Buildings
3. 2025 Supervisory Control and Data Acquisition Master Plan
4. Oliver P. Roemer Water Treatment Plant Filter Media Replacement and Coating Project
5. Adopt Resolution Designating Authorized Agents of West Valley Water District for the California Governor's Office of Emergency Services
6. Water System Infrastructure Installation and Conveyance Agreement with LIT BLV CA Pepper Avenue Owner LP for Rialto Distribution Center 1
7. Change Order 7 for the Roemer Upgrade and Expansion Project
8. Adopt a Resolution Designating Authorized Agents of West Valley Water District for the California Governor's Office of Emergency Services - State & Local Cybersecurity Grants (SLCGP) for Local & Tribal Governments (SL) Program
9. Water Supply Assessment for Locust Gateway Logistics Center
10. Purchase Order Report - January 2025
11. Fund Transfer Report - January 2025
12. Monthly Cash Disbursements Report - January 2025
13. Monthly Revenue and Expenditures Report - January 2025
14. Treasurer's Report - January 2025
15. Approve Contract for Wrought Iron Fence and Gates at Well 30
16. Purchase Five (5) New 2025 Ford F-150 XL Trucks

## BUSINESS MATTERS

### Consideration Of:

1. Resolution in Support of Melody McDonald for ACWA JPIA Executive Committee
2. Approve a Funding Agreement with San Bernardino County for the Bloomington Alleyway Water Main Replacement Project - Phase 3C
3. Fiscal Year 2024-25 Mid-Year Operating & Capital Budgets Review

## REPORTS - LIMITED TO 5 MINUTES MAXIMUM

1. Board Committee Reports
2. Board Members
3. General Manager
4. Legal Counsel
  - Updates on current legal topics/best practice
5. Board Secretary

## UPCOMING MEETINGS

- March 3, 2025 – Safety Committee Meeting at 5:00 p.m.
- March 4, 2025 – Adjourned Eng, Ops, and Planning Committee Meeting at 6:00 p.m.
- March 10, 2025 – Finance Committee Meeting at 6:00 p.m.
- March 11, 2025 – Executive Committee Meeting at 6:00 pm
- March 12, 2025 – Human Resources Committee Meeting at 6:00 pm
- March 13, 2025 – Policy Committee Meeting at 5:00 p.m.

## UPCOMING COMMUNITY EVENTS

- February 20, 2025 – Fontana's State of the City
- February 20, 2025 - Santa Ana River Enhanced Recharge Phase I-B
- February 22, 2025 – Fontana's Black History Month Parade and Expo
- February 26, 2025 – Rialto Farmer's Market
- March 1, 2025 – Rialto's State of the Woman
- March 14, 2025 - Dream Field Grand Opening
- April 5, 2025 – Rialto's Earth Day Event
- April 12, 2025 – Fontana's Special Needs Resource Fair
- April 19, 2025 – Rialto's Spring Eggstravaganza
- April 19, 2025 – Fontana Easter Eggstravaganza
- April 19, 2025 – Colton Spring Celebration
- May 3, 2025 – Mother's Day Succulent Workshop in Bloomington
- May 3, 2025 – Fontana's Day Parade
- May 17, 2025 - Working Dogs for Warriors' 2nd Annual Walk for Warriors to Save Lives

## UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- February 20, 2025 – Fontana State of the City
- February 25-27 – ACWA D.C. 2025

## ADJOURN

### **Please Note:**

**Material related to an item on this Agenda submitted to the Board 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](http://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 10, 2025*

**REGULAR BOARD MEETING**  
**of the**  
**WEST VALLEY WATER DISTRICT**  
**December 19, 2024**

**OPENING CEREMONIES**

Call to Order - 6:00 p.m.  
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Angela Garcia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Estevan Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Counsel			
Jeff Ferre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Staff			
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Robert Ramirez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Approval of Any Board Member Requests for Remote Participation - None.  
Pledge of Allegiance – The Pledge of Allegiance was led by Vice President Jenkins.  
Opening Prayer – The Opening Prayer was led by Pastor Tracy Crawford

**CLOSED SESSION**

Public Participation on closed session matters.

President Young inquired if anyone from the public would like to speak on closed session items. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

WVWD

Minutes: 12/19/24

The Board entered into closed session at 6:04 p.m.

1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: Naseem Farooqi v. West Valley Water District et al.
2. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager, Oliver Yee, Special Counsel  
Employee Groups: International Union of Operating Engineers, Local 12

#### Report out of Closed Session

The Board adjourned the closed session at 6:50 p.m. to conduct the business portion of the meeting which commenced at 7:00 p.m. with all Board members present except Director Garcia who was absent.

General Counsel Ferre reported that the Board discussed the closed session items and there was no reportable action taken.

#### **ADOPT AGENDA**

President Young announced a request to pull Item #2 Legislative Principles 2025, to be brought back at a later date for Board approval. The Board concurred.

Motion to adopt the agenda as amended to pull Item #2 from the agenda.

<b>RESULT:</b>	<b>APPROVED [4-0-1]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Estevan Bennett, Director
<b>AYES:</b>	Estevan Bennett, Daniel Jenkins, Kelvin Moore, Gregory Young
<b>ABSENT:</b>	Angela Garcia

#### **PRESENTATIONS**

None.

#### **PUBLIC PARTICIPATION**

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

#### **CONSENT CALENDAR**

Motion to approve Consent Calendar items #1 - #7.

WVWD

Minutes: 12/19/24

<b>RESULT:</b>	<b>APPROVED [4-0-1]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Angela Garcia, Director
<b>AYES:</b>	Estevan Bennett, Daniel Jenkins, Kelvin Moore, Gregory Young
<b>ABSENT:</b>	Angela Garcia

1. November 21, 2024 Regular Meeting Minutes
2. Purchase Order Report - November 2024
3. Fund Transfer Report - November 2024
4. Monthly Cash Disbursements Report - November 2024
5. Treasurer's Report – November 2024
6. Monthly Revenue and Expenditures Report - November 2024
7. West Valley Water District Travel Policy

## **BUSINESS MATTERS**

1. Approval of Contract with JPW for Prop 218 Outreach and Communications Support

Manager of Public Outreach and Government Affairs Pantaleon introduced the item and JPW Representatives Spring and Bankhead presented a PowerPoint on the services they will be providing to the District.

Motion to approve Contract with JPW for Prop 218 Outreach and Communications Support

<b>RESULT:</b>	<b>APPROVED [4-0-1]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Estevan Bennett, Director
<b>AYES:</b>	Estevan Bennett, Daniel Jenkins, Kelvin Moore, Gregory Young
<b>ABSENT:</b>	Angela Garcia

2. Legislative Principles 2025

This item was pulled from the agenda under Adopt the Agenda.

3. Short/Long Term Paid Family Leave Policy

Human Resources and Risk Manager Sainz presented the staff report for item #3 and #4. In response to Board of Director's questions, Mrs. Sainz specified that the new program would provide a dedicated adjuster to the employees requesting Short Term Disability, this program was presented to the union a few months ago and the consultant presented the information to the union members, and we would be able to return to the California Short Term Disability program next year if this program does not work out.

Motion to approve the recommended Short/Long Term Paid Family Leave Policy.

WVWD

Minutes: 12/19/24

<b>RESULT:</b>	<b>APPROVED [4-0-1]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Estevan Bennett, Greg Young, Daniel Jenkins, Kelvin Moore
<b>ABSENT:</b>	Angela Garcia

4. Transitioning Participation in the California State Disability Program to Short/Long Term Disability Coverage

This item was discussed under Business Matters item #3.

Motion to discontinue the participation in the California Paid Disability Program and replace the coverage with short term and long-term disability coverage through The Standard effective January 1, 2025.

<b>RESULT:</b>	<b>APPROVED [4-0-1]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Estevan Bennett, Director
<b>AYES:</b>	Estevan Bennett, Greg Young, Daniel Jenkins, Kelvin Moore
<b>ABSENT:</b>	Angela Garcia

5. Video Surveillance Camera Policy

Human Resources and Risk Manager Sainz presented the staff report.

Motion to approve the recommended Video Surveillance Camera Policy.

<b>RESULT:</b>	<b>APPROVED [4-0-1]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Estevan Bennett, Greg Young, Daniel Jenkins, Kelvin Moore
<b>ABSENT:</b>	Angela Garcia

6. Side Letter Agreement Between the West Valley Water District and the International Union of Operators Engineers, Local 12

Human Resources and Risk Manager Sainz presented the staff report. The Board of Directors thanked staff for the hard work that went into this item and also thanked staff for their patience. General Counsel Ferre announced for the record that this item was properly noticed on the agenda for action by the Board and copies of the staff report, resolution, and side letter available for the public to view.

Motion to approve and adopt Resolution 2024-10 the Side Letter Agreement to the Memorandum of Understanding Between the West Valley Water District and the International Union of Operators Engineers, Local 12.

WVWD

Minutes: 12/19/24

<b>RESULT:</b>	<b>APPROVED [4-0-1]</b>
<b>MOVER:</b>	Kelvin Moore, Director
<b>SECONDER:</b>	Estevan Bennett, Director
<b>AYES:</b>	Estevan Bennett, Greg Young, Daniel Jenkins, Kelvin Moore
<b>ABSENT:</b>	Angela Garcia

7. Approval to Implement the Results of the Total Classification and Compensation Study for Designated Non-Represented and At-Will

Human Resources and Risk Manager Sainz presented the staff report.

Motion to approve and adopt Resolution 2024-11 Implementing the Results of the Total Classification and Compensation Study for Designated Non-Represented and At-Will employees

<b>RESULT:</b>	<b>APPROVED [4-0-1]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Estevan Bennett, Director
<b>AYES:</b>	Estevan Bennett, Greg Young, Daniel Jenkins, Kelvin Moore
<b>ABSENT:</b>	Angela Garcia

**REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).**

## 1. Board Committee Reports

President Young reported on the Policy Committee meeting.

Vice President Jenkins reported on the Finance Committee meeting.

## 2. Board Members

Director Bennett reported on his attendance at Supervisor Armendariz Holiday Tour Drive.

Vice President Jenkins reported on his attendance at City of Rialto Mayor Baca's swearing in ceremony, the District's Holiday Retreat, Fontana Chamber of Commerce Luncheon, Danielle Holley's swearing in ceremony for the Fontana Unified School Board District, and City of Fontana Christmas Parade.

Director Moore reported on his attendance at Supervisor Armendariz Holiday Toy Drive, Fontana Chamber of Commerce Luncheon, City of Fontana Christmas Parade, and San Bernardino Valley Municipal Water District Board meeting.

President Young reported on his attendance at City of Rialto Mayor Baca's swearing in ceremony and wished everyone a Merry Christmas.

WVWD

Minutes: 12/19/24

**3. General Manager**

General Manager Thiel provided an update on recruitment; recommended that the Board Reports be prepared quarterly instead of monthly and the Board concurred; and presented a video recap of 2024.

**4. Legal Counsel**

None.

**5. Board Secretary**

Board Secretary Dominguez provided an overview of upcoming meetings and events. There was discussion on the meeting date and time for the Finance Committee and the Board agreed on moving those meetings to the second Monday of the month at 5:00 p.m.

Vice President Jenkins thanked the Public Outreach and Government Affairs team for the new conservation boxes.

**ADJOURN**

President Young adjourned the meeting at 8:01 p.m.

**ATTEST:**

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**Elvia Dominguez, Board Secretary**

# **SPECIAL BOARD MEETING/WORKSHOP**

of the

## **WEST VALLEY WATER DISTRICT**

**January 30, 2025**

### **OPENING CEREMONIES**

Call to Order - 5:34 p.m.

Roll Call of Board Members

<b>Attendee Name</b>	<b>Present</b>	<b>Absent</b>	<b>Arrived</b>
Directors			
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Estevan Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Counsel			
Jeff Ferre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lutfi Kharuf			
Staff			
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Raftelis Consultants			
John Wright – Senior Manager			
Sudhir Pardiwala – Senior Principal			

### **PUBLIC PARTICIPATION**

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

WVWD

Minutes: 1/30/25



## **BUSINESS MATTERS**

### **1. Rate Study Workshop**

Finance Director Fox presented the introductory report.

Then Raftelis consultant, Senior Manager, John Wright provided the rate study findings.

Discussion included, but was not limited to, how low-income eligibility is determined; data used to determine water rate tiers; and costs of service.

Legal Counsel Ferre and Kharuf, commented on the Prop 218 presentation and report and indicated a legal review would be needed.

General Manager Thiel reiterated that the next steps are to return to the Board after further review and revisions that include CIP projections, follow up on topics discussed by the Board, and input from Legal counsel BBK.

## **ADJOURN**

The meeting was adjourned at 7:43

WVWD

Minutes: 1/30/25



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** Joanne Chan, Director of Operations  
**SUBJECT:** Precast Concrete Chemical Buildings

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### **MEETING HISTORY:**

1/29/25 Engineering, Operations and Planning Committee

### **BACKGROUND:**

A typical wellhead facility consists of a groundwater well, including a well casing, well cap, pump and motor, piping and connections, and a chemical building for chlorine storage and metering pumps to accurately dose the chlorine solution. Chlorine residual is important for water quality and safety. It is required by the State Water Resources Control Board's Division of Drinking Water that the water pumped from a well going into the distribution system to maintain a chlorine residual between 0.2 mg/L and 4.0 mg/L.

District staff has identified a need to replace the two chemical buildings, one at Well 41 located at 3353 S. Industrial Drive in Rialto and one at Well 8 located at 6871 Martin Road in San Bernardino. The two existing chemical buildings were constructed by District staff over 25 years ago using brick walls and wooden roofs. District staff continues to repair problem areas over the years; however, these buildings have met their life expectancy.

The project consists of submitting as-built drawings, stamped by a licensed California P. E., for two precast buildings, 6ft. x 6ft. x 8ft. with tapered roof to the District and installing them. The floors and walls of each precast building are constructed using steel reinforced solid concrete with heavy gauge steel doors. This maintenance free construction provides a very secure building that is fire resistant, bullet resistant, and very vandal resistant. District staff would demolish the existing buildings and haul off debris.

### **DISCUSSION:**

On November 6, 2024, a Request for Bids (RFB) was issued and publicly advertised on PlanetBids. District staff contacted all firms on the District's pre-qualified list of contractors for this project. Attached as **Exhibit A** is the project information and scope of work. One (1) firm – Golden Empire Concrete Products Inc. (GECP) – submitted a bid of **\$150,797.00** to provide the specified services. Based on information received from GECP, GECP is a responsible responsive bidder for this project.

### **FISCAL IMPACT:**

This item is included in the Fiscal Year 2024/25 Capital Budget and will be funded from project no. W25010 titled “Chlorine Building Replacement” with a budget of \$150,000.00. A budget transfer is necessary for \$797.00 to have sufficient available funds budgeted. The balance required will be from the requested budget transfer below.

Project	Current Budget	Transfer From/To	Remaining Budget
Chlorine Building Replacement	\$150,000.00	+\$797.00	\$150,797.00
Treatment Plant Filter Media Replacement and Coating Project	\$86,530.00	-\$797.00	\$85,733.00

**REQUESTED ACTION:**

Approve an agreement with Golden Empire Concrete Products Inc. in the amount of \$150,797.00 for Precast Concrete Chemical Buildings.

**Attachments**

[Exhibit A - Project Information and Scope of Work.pdf](#)

## EXHIBIT A



## **Precast Concrete Chemical Buildings**

### **PROJECT INFORMATION:**

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to furnish all labor, materials and equipment, perform and complete all work required for the construction of two (2) precast concrete chemical buildings.

### **PROJECT DESCRIPTION**

The work to be performed shall consist of furnishing all tools, equipment, materials, labor, transportation services, fuel, communications, and performing all work and related operations required for the fulfillment of this project in strict accordance with these specifications. The work shall be completed, and all work, materials, and services not expressly outlined or shown in these specifications which may be necessary for the complete and proper installation and/or operation of the work shall be provided by the contractor as indicated and at no increase in cost to the District. The contractor is expected to provide all materials and services that will fulfill or exceed the requirements and conditions as set forth in these specifications.

This is a turn-key project. **One (1) precast concrete chemical building be constructed at Well 41 located at 3353 S. Industrial Dr. in Rialto and one (1) precast concrete chemical building be constructed at Well 8 located at 6871 Martin in San Bernardino.**

### **SCOPE OF WORK**

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District's goals and objectives.

Prepare and provide submittals, shop drawings and engineering based on the design loads and the geotechnical report for two precast buildings 6ft. x 6ft. x 8ft. with tapered roof. Building design shall comply with the specifications provided. Design stamped by a licensed California P. E.

Construct the building complete with precast concrete walls, roof, and floor. Roof and floor are post-tensioned with the patented Easi-set System.

Exterior walls are smooth etched finish, and interior walls are hand troweled. Roof texture smooth

form finish for tapered, cedar shake form finish if gabled.

Exterior walls painted, color TBD. Roof coated with ceramic paint, color TBD.

5000 psi concrete with Xypex crystalline waterproofing admixture and ASTM A615 grade 60 non-epoxy reinforcement steel.

Joint caulking inside and out with Sikaflex-1A. All panel connections are welded using steel ASTM A283 grade C.

One (1) single 3'0" x 6'-8" x 1-3/4" 16-gauge galvanized door with stainless hardware, closer, drip, and sweep.

One (1) exterior and one (1) interior LED light. One (1) receptacle. 100-amp panel.

Setting can be done with 120-ton hydraulic crane.

Access is available for firm's tractor and a 40' lowboy trailer and a 120-ton crane.

Install one (1) 8"x16" vent, 1' from floor center of each side of wall.

Install one (1) 8"x8" vent, 6' from floor of the center of back wall.

### **INTERRUPTION OF SERVICES**

Interruptions to any services for the purposes of making or breaking a connection shall be made only after consulting with the District and shall be at such time and of such duration as may be directed.

### **SEQUENCE OF CONSTRUCTION OPERATIONS**

Before starting construction operations, Contractor shall confer with the District arrange the sequence of the construction operations.

### **HOURS OF WORK**

Contractor shall submit an approved work schedule prior to starting related work.

### **EVALUATION PROCESS AND SELECTION CRITERIA**

The District's evaluation and selection process is based upon meeting all requirements listed above. to the District. **The district reserves the right to award project to the lowest responsible responsive bidder.**

### **ATTACHMENTS**

## Attachment A – Professional Service Agreement



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** Joanne Chan, Director of Operations  
**SUBJECT:** 2025 Supervisory Control and Data Acquisition Master Plan

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### **MEETING HISTORY:**

1/29/25 Engineering, Operations and Planning Committee

### **BACKGROUND:**

The Supervisory Control and Data Acquisition (SCADA) system is the software and hardware used to control the West Valley Water District's (District) system. The District's system is comprised of intricate networks of pipes, treatment plants, groundwater wells, blending systems, pumps and booster pump stations, reservoirs, and pressure-reducing systems that control the flow of water. These systems must be monitored on a 24-hour per day basis to ensure public health and environmental protection. The SCADA system includes automated controls and remote access for District staff to control remote equipment and sensors from central location or remotely, monitor remote equipment and sensors, and utilize data historian.

SCADA systems have evolved in parallel with the growth and sophistication of modern computing technology and the District's SCADA system requires substantial updating. The current SCADA system was installed in 1988, a vendor (Tesco) controlled, proprietary platform. The current generation of SCADA is closely related to that of our current system, with the primary difference being that of an open system architecture. This allows the use of off-the-shelf systems and open systems are generally considered more cost effective than proprietary systems. Additionally, the current SCADA system lacks the modern functionality needed to efficiently and effectively operate the system, gather data needed for decision making, and address vulnerabilities that may threaten the security and reliability of the system.

A SCADA master plan is the first step for upgrade. It identifies the current state of the installed system, defines the requirements for the desired future state, and outlines the steps and costs to achieve those requirements.

### **DISCUSSION:**

On November 7, 2024, a Request for Proposals (RFP) was issued and publicly advertised on PlanetBids. The RFP included evaluation of existing Industrial Control System (ICS), gap analysis, selection of SCADA system platform, ICS cybersecurity system architecture design, wireless backhaul communication system, and project summary and estimates for long and short-term planning. Two (2) firms – W.M. Lyles Co. and Tetra Tech – submitted proposals. The two proposals were as follows:



W.M. Lyles Co.	Tetra Tech
\$737,100.00	\$863,568.20

Based on technical qualifications, overall evaluation, and results, W.M. Lyles' proposal provides the best value for the District's needs for the SCADA master plan. District staff met with W.M. Lyles to refine the scope of work and adjusted the final cost not to exceed **\$717,010.00**. Attached as **Exhibit A** is the proposal. This SCADA master plan project has been selected by the California Governor's Office of Emergency Services (Cal OES) for the FY2024 State and Local Cybersecurity Grant Program and the District anticipates to be awarded \$250,000.00.

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2024/25 Capital Budget and will be funded from project no. W25021 titled "SCADA Replacement" which has an overall budget of \$1,000,000.00.

**REQUESTED ACTION:**

Approve an agreement with W.M. Lyles in the amount not to exceed \$717,010.00 for the 2025 SCADA Master Plan.

**Attachments**

[Exhibit A - Proposal.pdf](#)

## EXHIBIT A



## Supervisory Control and Data Acquisition, Instrumentation, and Control System Master Plan

### Prepared By:

**W. M. Lyles Co.**  
**System Integration Division**  
9332 Tech Center Drive,  
Suite 200/300  
Sacramento, CA 95826

### Point of Contact:

Mike Steuteville,  
System Integration Business  
Development  
(916) 886-0738  
[Mike.Steuteville@WMLylesCo.com](mailto:Mike.Steuteville@WMLylesCo.com)

### Prepared For:

**West Valley Water District**  
855 W. Base Line Road  
Rialto, CA 92376

### Submission Date:

December 9th, 2024

**W. M. LYLES CO.**

CONTRACTOR

Since 1945

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SYSTEM INTEGRATION DIVISION

# TABLE OF CONTENTS

1.	Executive Summary:	1
2.	Proposing Firm's Profile:	2 - 3
3.	Experience and References:	4 - 11
4.	Proposal:	12 - 16
5.	Cost Estimates of Consulting Fee:	17 - 19
A.	Appendix:	
	Oliver P. Roemer Plant Assessment	20
B.	Appendix:	
	Resumes:	21 - 32
C.	Appendix:	
	Professional Services Agreement	33 - 61



1.

# EXECUTIVE SUMMARY



## EXECUTIVE SUMMARY

As the West Valley Water District (“District”) seeks to transition its proprietary Industrial Control System (ICS) into a secure, flexible, and future-ready environment, the need for a comprehensive SCADA Master Plan (SMP) has never been more pressing. Modernizing the current infrastructure, will ensure reliable service for over 98,000 customers, protect critical water resources, enhance cybersecurity, and support long-term organizational growth. Our proposal addresses these challenges directly, guiding the District towards an adaptive, vendor-neutral ICS that aligns with best practices and industry standards like the NIST Cybersecurity Framework.

Our solution maximizes the District’s investment by streamlining the process of data collection, stakeholder engagement, system assessments, and technology evaluations. We will deliver a clear, step-by-step roadmap for implementing a resilient SCADA platform supported by updated instrumentation, wireless communication capabilities, and robust cybersecurity measures. This integrated approach ensures that the District’s operational, security, and regulatory requirements are met without unnecessary engineering efforts or delays—allowing critical improvements to be realized more swiftly, within a one-year target, and with meaningful short- and long-term project recommendations.

The team assembled by W. M. Lyles Co., System Integration Division (WML-SID), along with Jego Systems (JEGO) and Applied Technologies Group Inc. (ATG), brings decades of collective experience in SCADA modernization, industrial networking, cybersecurity architecture, and wireless communications. We have a proven track record of working collaboratively with utilities like yours, delivering results that exceed expectations in both technical performance and stakeholder satisfaction. By leveraging our combined expertise, rigorous project management methodologies, and a framework of continuous engagement through workshops, site visits, and iterative reviews, we ensure that every phase of the master plan is informed by the District’s priorities and aligned with its strategic vision.

Our comprehensive approach begins by gathering and validating critical records, drawings, and documentation (Task 1 and Task 2), establishing a “single source of truth” for all ICS-related information. We then initiate a robust exchange of ideas through a kickoff meeting and needs analysis workshops (Tasks 3 and 4), ensuring that we fully understand the District’s current state, core requirements, and operational goals. Following this, we conduct detailed assessments—evaluating existing ICS assets, identifying infrastructure gaps, and selecting appropriate SCADA platform solutions (Tasks 5 through 7). Concurrently, we address key objectives such as improving cybersecurity defenses (Task 8), upgrading wireless communications backhaul infrastructure (Task 9), and defining actionable, prioritized projects that foster quick wins and sustainable growth (Task 10).

Ultimately, these efforts culminate in a final SCADA Master Plan (Task 11), which presents a cohesive, forward-looking blueprint for the District’s ICS evolution. The SMP includes not only architecture recommendations, asset inventories, and cybersecurity frameworks but also proposed policies, procedures, disaster recovery plans, and detailed project outlines. With this master plan in hand, the District is empowered to confidently decide which projects require comprehensive plans and specifications, and which can be swiftly implemented through professional service RFPs—thus reducing unnecessary costs and accelerating modernization.

In short, our team’s comprehensive, data-driven, and stakeholder-focused approach results in a tailored SCADA Master Plan that ensures the District can modernize its ICS infrastructure efficiently, securely, and sustainably. We look forward to collaborating with the District to achieve its immediate goals and establish a strategic foundation for long-term resilience and innovation.

Sincerely,

By: 

Shain Thomas, Vice President  
9332 Tech Center Drive, Suite 200 & 300  
Sacramento, CA 95826  
(916) 663-8801  
Shain.Thomas@WMLylesCo.com



# 2.

## PROPOSING FIRM'S PROFILE



# PROPOSING FIRM'S PROFILE

## CONTACT INFORMATION

### W. M. Lyles Co. - System Integration Division

9332 Tech Center Drive, Suite 300  
 Sacramento, CA 95826  
 Telephone (916) 644-9500  
 Contractor's License No. 422390  
 DIR No. 1000001448  
 Contact: Shain Thomas, Vice President

### JEGO Systems

1780 Vernon Street, Suite 3,  
 Roseville, CA, 95678  
 916-905-4042

## ORGANIZATIONAL STRUCTURE

W. M. Lyles Co.'s System Integration Division operates as a corporation, providing specialized integration services in the water and wastewater industry since 1945.

## COMPANY HISTORY AND CAPABILITIES

The W. M. Lyles Co. Systems Integration Division (WMLSID) has established itself as a leader in SCADA system integration, particularly in California's water and wastewater utilities sector. Our portfolio includes successful projects with major utilities including the City of Sacramento Department of Utilities, City of Stockton Municipal Utilities Department, and East Bay Municipal Utility District.

Our permanent staff collectively brings over 350 years of industry experience, with team members holding specialized accreditations in Allen-Bradley and TESCO platforms. The team demonstrates extensive expertise ranging from MicroLogix to Studio5000 systems and TESCO platforms including Liq4 and L1000G.

The Division's financial stability and capacity are evidenced by our comprehensive service offerings and infrastructure. We maintain a robust equipment supply chain, delivering everything from switchboards and motor control centers to complete SCADA network systems. Our operational capacity spans multiple service areas including:

- Electrical and I&C engineering
- Project management
- PLC and SCADA programming
- Network and telemetry services
- Start-up, commissioning, and training

We further extend our capacity through design-build and alternative delivery methods, including joint ventures, though specific subcontractor information is not detailed in our current documentation.

### JEGO Systems

Founded in 2015, JEGO Systems specializes in engineering, integration, and security solutions for process control systems in the water, wastewater, and power sectors. Operating from their Roseville, California headquarters, the company serves clients nationwide under CEO Web Jessup's leadership.

The permanent staff includes seven professionals: CEO Web Jessup, CTO Stephen Goldsworth (a certified cybersecurity expert with 20+ years of experience), and five automation engineers specializing in SCADA development, PLC programming, and network architecture. The team is further supported by data analyst Michael Goldsworth.

JEGO Systems demonstrates financial stability through its consistent delivery of both large and small-scale projects since inception. The company's proven track record in comprehensive system engineering and cybersecurity services across multiple sectors indicates strong operational capacity.

## FINANCIAL STABILITY AND CAPACITY

The WMLSID demonstrates strong financial stability through:

- Successful completion of major SCADA projects for prominent utilities including:
  - City of Sacramento Department of Utilities
  - City of Stockton Municipal Utilities Department
  - East Bay Municipal Utility District
- Comprehensive service capabilities spanning from project conception through implementation
- Extensive equipment supply chain and resources

## LITIGATION HISTORY

In the interest of full disclosure, the following litigation matters from the past five years are noted:

1. City of Fresno v. W. M. Lyles Co. and Carollo Engineers
  - Case No. 21CECG03426
  - Superior Court County of Fresno
  - Date of Claim: 11/18/2021
  - Project Name: Southeast Surface Water Treatment Facility- Bid File No. 3369-Phase Two
  - Status: Pending
  - Summary: The City alleges two separate incidents of exposure to hazardous levels of ozone as a result of improper design and installation of the ozone injection system. The status of this case is currently pending. W. M. Lyles Co.'s scope did not include design.



## PROPOSING FIRM'S PROFILE

2. W. M. Lyles Co. vs. Inland Empire Utilities Agency
  - Case No. CIV SB 2223961
  - Superior Court of San Bernadino
  - Date of Filing of Claim: 10/20/2022
  - Project Name: IEUA RP-5 project
  - Status: Pending
  - Summary: This is a Complaint for Breach of Contract that has been filed on behalf of our subcontractor, Pacific Steel Group (PSG) in the County of San Bernardino Superior Court of the State of California. W. M. Lyles Co. entered into a subcontract with PSG on August 11, 2020, for the supply and installation of reinforcing steel on the IEUA RP-5 project. Thereafter, PSG encountered material shortages and requested a time extension. WML made the request on behalf of PSG to IEUA as required by the Subcontract. IEUA denied the request. PSG was required to purchase the steel at a price higher than anticipated leading to a claim for compensation by PSG. WML advanced this claim to IEUA on behalf of PSG and IEUA denied the claim. Subsequently, WML complied with the contractual requirements to advance the claim including a meet and confer and mediation. After exhausting administrative remedies of giving a Notice of Claim and receiving a rejection of said claim, suit has been filed.

Note: None of the current claims, if ruled against the company, would impact our financial position or ability to fulfill contractual obligations.

### SUPPLEMENTAL INFORMATION

Our division offers comprehensive services including:

- Project scope development and value engineering
- Electrical and I&C engineering
- Project management
- Equipment and instrumentation supply
- PLC and SCADA programming
- Network and telemetry services
- Start-up, commissioning, and training

Additionally, we provide specialized services such as design-build capabilities and alternative delivery methods, demonstrating our flexibility in meeting diverse client needs.

# 3.

## EXPERIENCE AND REFERENCES



## EXPERIENCE AND REFERENCES

The West Valley Water District's SCADA, Instrumentation, and Control System Master Plan represents a critical infrastructure modernization initiative, focusing on upgrading the facility's PLC system. With nearly eight decades of operational excellence since our founding in 1945, WML-SID brings unmatched expertise and stability to this vital project.

Our comprehensive approach encompasses:

- System analysis and needs assessment
- Custom PLC configuration design and engineering
- Hardware and software procurement
- Installation and testing protocols
- Staff training and documentation

Project Leadership & Resources:

- Project Director: Kevin Ford, bringing 19 years of specialized PLC upgrade experience
- Full technical team deployment with proven expertise (detailed qualifications provided in accompanying table)
- Dedicated resource allocation ensuring consistent project staffing

Our company's strong foundation—evidenced by continuous operation under our original California registration since 1945 and open-book process—underlies our commitment to excellence. This financial stability, combined with our technical expertise, positions us uniquely to partner with the District in achieving its modernization goals.

We emphasize close collaboration with District personnel, maintaining transparent communication throughout the project lifecycle. Our track record of successful system integration projects, backed by decades of sustained market leadership in construction and engineering services, ensures reliable project delivery—on time, within budget, and to the highest quality standards.

### Batista Pump Station – PLC Replacement San Jose, CA

<b>Owner Agency &amp; Representative</b>	San Jose Water Company (SJWC) 1221A South Bascom Ave, San Jose, CA 95128	Ulises Ramirez ulises.ramirez@sjwater.com   408-318-5770
<b>Hardware/Software Integrated</b>	Hardware: Momentum, M580, Magelis. Software: Control Expert, Proworx, Vijeo Designer, System Platform	
<b>Scope of Work</b>	WML-SID was contracted to replace SJWC's outdated Modicon Momentum PLC with a remote IO rack for an existing M580. The project included installing a new Maglis OIT, integrating signals into the owner's System Platform application, and providing detailed drawings and process control narratives.  The project, completed on budget for a lump sum of \$97,350 with no change orders, met all delivery expectations. Submittals were delivered in 2 weeks as quoted, and equipment arrived 8 weeks after submittal approval, ahead of the quoted 14 weeks. The experience allowed WML-SID to refine company procedures, emphasizing the importance of thorough panel reviews and operator interviews for successful modifications. It also highlighted the need to streamline testing forms, which were adjusted based on commissioning results.	



## REFERENCE PROJECTS

### Placer County Water Agency, Bowman Water Treatment Plant Hollister, CA

<b>Owner Agency &amp; Representative</b>	Placer County Water Agency 144 Ferguson Road, Auburn, CA 95603	Blake Robinson brobinson@pcwa.net   831-869-3288
<b>Hardware/Software Integrated</b>	Hardware: Compact Logix PLC, PowerFlex525 VFD Software: Studio 5000	
<b>Scope of Work</b>	<p>WML-SID was awarded a public bid project to integrate a three-section MCC into an existing PLC architecture. The original design required 30" of space, but WML-SID identified pre-bid that the specified equipment needed 36". They proposed a freestanding VFD panel, which was accepted, preventing costly change orders.</p> <p>The project is ongoing, with an estimate of \$185,000 and no billing yet. Submittals were delivered in 5 weeks, ahead of the quoted 8 weeks, and equipment delivery is scheduled for 14 weeks after approval, 2 weeks ahead of the original estimate. Challenges include supplier lead times, but WML-SID has mitigated delays through proactive communication with the contract team and end user.</p>	

### City of Atwater Well VFD Reconfiguration - On-Site Services Atwater, CA

<b>Owner Agency &amp; Representative</b>	City of Atwater 470 Aviator Drive, Atwater, CA 95301	Ryan Ward rward@atwater.org   209-325-6003
<b>Hardware/Software Integrated</b>	Hardware: L3000 PLC, Altivar VFD; Software: Winbench, Ignition	
<b>Scope of Work</b>	<p>WML-SID was contracted to troubleshoot and reconfigure a newly installed VFD that had not been communicating with the PLC for full auto control. The owner had been running the pump manually for 9 months due to a lack of support. Within 1 business day of signing the contract, WML-SID technicians resolved the issue by reverse-engineering the wiring and reconfiguring the VFD's IO modules.</p> <p>The project, billed at \$1,000 under a time and materials estimate not to exceed \$10,000, was completed in a single visit, leaving the site with the desired operation. This service highlighted the frequent lack of accurate on-site documentation, prompting WML-SID to guide customers in obtaining proper records from previous suppliers and system integrators.</p>	

## REFERENCE PROJECTS

### County of Monterey - East Garrison – On-Site Emergency services Hollister, CA

<b>Owner Agency &amp; Representative</b>	Al Fresco Landscape Management, Inc 1761 Shelton Drive, Hollister, CA 95023	Andria Trumble andria@alfrescolandscaping.net   831-869-3288
<b>Hardware/Software Integrated</b>	Hardware: Eaton soft starter, breakers, and power distribution.	
<b>Scope of Work</b>	WML-SID was contacted for emergency services to troubleshoot the East Garrison Pump Station operated by Al Fresco Landscape Management. Responding within the requested timeframe of five business days from contract signing, WML-SID's technicians safely diagnosed and identified the source of an arc flash event that had damaged one of the two pumps and its starter. After isolating the damaged components, they restored the remaining pump to operational condition. This efficient response enabled the site to resume partial functionality in a single visit, and WML-SID provided an action plan to fully restore operations. The initial estimate for time and materials was not to exceed \$100,000, with an initial billing of \$3,000. The successful troubleshooting resulted in a follow-up contract to replace the damaged components.	

### B24 Hydro Electric Station El Monte, CA

<b>Owner Agency &amp; Representative</b>	San Gabriel Valley Water Company 11142 Garvey Avenue, El Monte, CA 91733	Andrew Benjamin – NLine Energy abenjamin@nlineenergy.com   530-420-6098
<b>Hardware/Software Integrated</b>	Hardware: M340 PLC, L2000 PLC, Magelis OIT Software: Unity Pro, Winbench, Vijeo Designer, Intouch	
<b>Scope of Work</b>	This project saw the installation of a small-scale hydroelectric turbine at the B24 Reservoir. In addition to providing a new program for the M340 and Magelis, applicable screens were added to the SCADA application. For the system to work, peer to peer communications were established with the existing L2000 PLC at the facility. Extensive coordination was completed between NLine Energy, SGVWC, and the associated team members to ensure proper integration and site operation.	

# REFERENCE PROJECTS

## 1.1 CYBERSECURITY ASSESSMENT AND REMEDIATION PLAN (2023-2024)

JEGO Systems conducted a Cybersecurity Assessment of the District's water and wastewater facilities to evaluate the current security status of the District's operational technology (OT) environment and to set a suitable benchmark for implementing Cybersecurity measures. The assessment utilized the NIST Cybersecurity Framework (CSF) v1.1 due to its relevance to critical infrastructure, particularly in the water sector. Based on the assessment findings, a series of recommendations were crafted and compiled into a technical memorandum, which served as the foundation for several improvement projects that are either underway or in the planning stages, most of which JEGO has been contracted to implement. These projects are directly linked to the control findings that informed the recommendations, enabling a clear measurement of their impact.

### 1.1.1 Customer: Nipomo Community Services District (NCSD)

#### Description

See Specialized Experience Example 1 for project details.

#### Contacts

**Name:** Peter Sevcik,

**Title:** District Engineer (NCSD)

**Phone:** (805) 459-5658

## 1.2 CYBERSECURITY ASSESSMENT AND SCADA INFRASTRUCTURE DESIGN (2022-2023)

JEGO Systems was engaged by Telstar Controls, the City's integrator, to conduct a Cybersecurity Assessment aimed at providing recommendations that would inform decisions regarding the upcoming SCADA software and infrastructure enhancements. The assessment employed ISA/IEC 62443-3-3 controls to evaluate and establish a baseline for the City's existing security framework. The insights gained from this assessment were instrumental in shaping the infrastructure design. Following this, JEGO carried out a feasibility study to identify specific components that aligned with the established recommendations, and then proceeded to engineer a complete infrastructure solution for the City. JEGO then configured and implemented the chosen compute, storage, and network infrastructure as requested by the City and Telstar Controls. JEGO remains committed to supporting the City and Telstar in their SCADA and communications upgrade initiatives and continue to assist in implementation.

### 1.2.1 Customer: City of Watsonville

#### Description

See Specialized Experience Example 2 for project details.

#### Contacts

**Name:** Francisco Rodriguez

**Title:** Information Technology Analyst (City of Watsonville)

**Phone:** (831) 768-3503

# REFERENCE PROJECTS

## 1.3 SCADA REPLACEMENT PROJECT CYBERSECURITY PLAN (2021-2022)

JEGO Systems partnered with TJCAA on this project, with JEGO focusing on creating a Cybersecurity Plan for the District as one of the major tasks to ensure Cybersecurity recommendations were considered in the development and execution of all ICS projects moving forward. To establish a foundation, ISA/IEC 62443-3-3 controls were employed to perform a comprehensive Cybersecurity Assessment of the District's various water treatment and distribution systems. The data collection process involved onsite inspections, network scans, interviews with key stakeholders, and an analysis of existing documentation to compile detailed asset inventories and system architecture diagrams. A controls gap analysis, architecture review, and vulnerability assessment were carried out, integrating insights from Needs Assessment workshops to formulate a remediation action plan and recommendations for a Cybersecurity management system (CSMS) framework that conformed to ISA/IEC 62443-2-1 standards. The resulting Cybersecurity Plan was crafted as a technical memorandum, serving as the foundation for subsequent Cybersecurity projects and acting as a key reference for establishing the District's Cybersecurity framework, along with developing the necessary policies, procedures, and initiatives based on the recommendations provided in the plan. JEGO has been tasked with the implementation of new computing, storage, and core networking solutions in line with the recommendations outlined in the Cybersecurity Plan. To address varying needs, two distinct infrastructure models were created: one tailored for smaller plants and another designed for larger facilities. Both models have been successfully deployed, and JEGO is set to roll out these solutions across the remaining sites.

### 1.3.1 Customer: Alameda County Water District (ACWD)

#### Description

See Specialized Experience Example 3 for project details.

#### Contacts

**Name:** Rosy Chan

**Title:** Project Manager (ACWD)

**Phone:** (510) 552-2558

# QUALIFICATIONS

W. M. Lyles Co. System Integration Division new division has been created and constructed in a way to fill a need in the water/wastewater industry for delivering controls solutions based on a deep knowledge and specific experience for our clients. We are accomplishing this with a deep bench of talented professionals who have a rich and long backgrounds in control systems and have paired this with new young professionals to push the division into the future of controls within our industry.

## Specific Knowledge and Experience Summary:

### **Rockwell, Allen-Bradley PLC Products:**

- Programming Software: Studio 5000 & 500, Connected Components Workbench
- PLC Platforms: Control & CompactLogix, SLC 500s, MicroLogix, PLC5s, PAX programming
- SCADA/HMI/OIT: FactoryTalk View SE & ME, PanelView, PanelView Plus

### **Additional Experience:**

- Reporting and alarm notification using third-party products
- Project Management: Our team of project managers are all PMP Certified. They excel in working closely with our clients and technical teams.
- Writing: WML-SID has a technical writer on staff to support our team in developing and writing technical documentation, including creating and rewriting process control narratives for our clients.
- Cybersecurity: We have a team of certified ISA cybersecurity experts ready to provide their expertise to our clients, guiding them in cybersecurity and network design and architecture. This team is deeply involved in setting up and configuring industry-specific network equipment (switches, routers, firewalls, modems, radios, etc.).

- Standards development of Engineering drawings, control panels, SCADA/HMI/OIT graphics libraries, process control narratives, PLC program libraries.

### **Industry Expertise:**

- WML-SID exclusively works in the water and wastewater sector. We specialize in controls and aim to build and develop our team based on their industry-specific experience and understanding.

## SCADA:

Manufacturer	Platform
<i>Schneider Electric</i> (43 years)	AVEVA (Wonderware) - System Platform, Intouch, Historian, AVEVA Reports. GeoSCADA (ClearSCADA), Citech
<i>GE</i> (10 years)	iFix, iHistorian
<i>Inductive Automation</i> (20 years)	Ignition - Vision, Perspective, Edge
<i>Trihedral</i> (10 years)	VTScada
<i>Rockwell Automation</i> (30 years)	Factory Talk View SE, RSView, PlantPAx
<i>Siemens</i> (3 years)	WinCC
Smart Sights (10 years)	Win-911 - 7.x, 202x
Exele (10 years)	TopView



# QUALIFICATIONS

## PLC/OIT:

Manufacturer	Platform
<i>Rockwell</i> (55 years)	PLCs - ControlLogix, CompactLogix, MicroLogix, SLC, PLC5, Micro800 OITs - <b>PanelView</b> , PanelView Plus Software - Studio5000, Studio500, <b>Connected Components Workbench</b> , PlantPAX
<i>Tesco</i> (20 years)	PLCs - L3000, L2000, L1000G, Liq4, Liq5, Liq3 OITs - N/A Software - WinBench
Schneider Electric (50 years)	PLCs - Modicon M340, M580, Quantum, Momentum. SCADAPack X70, 474, 32, 300, 350, 575 OITs - Magelis Software - Proworx, Concept, Unity Pro, Control Expert, Vijeo Designer, Telepace Studio, Remote Connect
<i>Automation Direct</i> (5 years)	PLCs - DL5, DL6 OITs - C-More Software - EZ Ware
<i>Siemens</i> (5 years)	PLCs - S7-1500, S7-1200 OITs - SIMATIC Software - TIA Portal

## Certifications

### ISA Certifications

- ISA Certified Control Systems Technician (CCST)
- ISA Certified Automation Professional (CAP)
- ISA Cybersecurity Design Specialist (CDS)
- ISA Cybersecurity Fundamentals Specialist (CFS)
- ISA Cybersecurity Risk Assessment Specialist (CRS)
- ISA Designing & Tuning Feedback and Advanced Regulatory Control Strategies
- ISA Cybersecurity Expert
- ISA Automation Engineering Survival Training

### Profibus Certifications

- Certified Profibus DP/PA Professional
- Certified Profibus Installer

### Rockwell Automation Certification

- PlantPAX System Design & Configuration Certification

### Schneider Electric Certifications

- TelePACE Studio Ladder Logic Training for SC-ADAPack Controllers
- Schneider Electric Unity Pro Programming Level 2
- AVEVA Application Developer (Historian Client 2020 R2 Exam)
- AVEVA Application Developer (Historian Server 2020 R2 Exam)
- AVEVA Application Developer (Application Server 2020 R2 Exam)
- AVEVA Application Developer (InTouch HMI 2020 R2 Exam)

- Invensys WonderWare Certified – Application Developer
- InTouch System Platform – Certified Application Developer
- Archestra Certified – Application Developer

### Inductive Automation / Ignition Certifications

- Ignition 8.1 CORE Certified
- Ignition 8.1 GOLD Certified
- Inductive Automation / Ignition Core Course Certification

### U.S. Department of Homeland Security

- Operational Security (OPSEC) for Control Systems

### Safety

- NFPA - Electrical Safety in the Workplace
- OSHA – OSHA10
- OSHA – OSHA30

# PROJECT TEAM SUMMARY

The West Valley Water District's SCADA, Instrumentation, and Control System Master Plan aims to modernize the outdated PLC system to improve the efficiency, reliability, and control of treatment plant operations through advanced technology. Our team of experienced professionals will provide comprehensive services, including analyzing the current system, designing the new PLC configuration, procuring necessary hardware and software, installing and testing the upgrades, and delivering training and documentation for District personnel.

Led by Kevin Ford, who has 19 years of experience managing PLC upgrade projects, our team will ensure the project is completed on time, within budget, and to the highest quality standards. We understand the importance of resource availability and clear communication, and we will provide regular updates and maintain close collaboration with District personnel. By leveraging our expertise and committing the required resources, we are confident in delivering a successful outcome that meets the District's goals for the Plan.

Project Team		
Area of Involvement	Lead	Support
<b>Project Manager</b>	● Kevin Ford <i>PMP</i>	● Adam Simmons
<b>Collaborative Delivery Internal</b>	● Michael Prosser <i>CNE</i>	
<b>Cybersecurity &amp; Network Engineering</b>	● Stephen Goldsworth <i>CISSP</i>	● Webster Jessup
		● Michael Goldsworth
<b>SCADA &amp; Data Collection Software</b>	● Josh Choe <i>ISA Cybersecurity Expert</i>	● David Estelle
<b>PLC Hardware &amp; Software Technologies</b>	● David Estelle <i>PE</i>	● Joe Vang
		● AJ Cottingham <i>PE</i> <i>ISA - Automation Professional</i>
<b>Network &amp; Telemetry</b>	● Josh Choe <i>ISA Cybersecurity Expert</i>	● James Ronnow
		● Jeff Gillam
<b>Field Activities</b>	● Zach Meitz	● Jesus Lopez
		● Alex Valdez
<b>I&amp;C Engineers</b>	● Alfonso Ducreux	● Brian Damelio
<b>AI &amp; Alternative Technologies</b>	● Ben Green	
<b>WVWD ICS Team Members</b>	WVWD Key Stakeholders	

Legend		
Company	W. M. Lyles Co., SID	●
	JEGO Systems	●
	Applied Technologies Group	●

4.

## PROPOSAL





# PROPOSAL

## 1.1 TASK 1: REQUEST FOR RECORDS, DRAWINGS, AND BACKGROUND INFORMATION

Our team at W. M. Lyles Co., System Integration Division (WML-SID), in partnership with Jego Systems (JEGO), and Applied Technologies Group Inc. (ATG), recognize the complexity of managing, maintaining, and systematically storing information related to an Industrial Control System (ICS). The records we require come in various formats and versions, demanding careful handling and review.

As part of Task 1, we anticipate requesting the following information:

- **System and Site Drawing Sets:**
  - These may be available in electronic and/or paper formats. Over time, field changes may not always be captured in redlined drawings, but these documents remain essential for understanding site configurations and ICS fundamentals. Requested materials may include control cabinet elevations, input/output (I/O) card layouts, and possibly Piping & Instrumentation Diagrams (P&IDs).
- **Network & Architecture Drawings:**
  - High-level diagrams that provide an overview of the ICS, highlighting communication pathways, site locations, and network configurations.
- **ICS Project Operations & Maintenance (O&M) Manuals:**
  - These typically contain drawing sets, Bills of Materials (BoM), product cut sheets, and other critical data.
- **Process Control Narratives (PCNs):**
  - For the District's Tesco PLCs, PCNs (often referred to as "Blue Books") detail the programming logic for each PLC.
- **Program/Application/Configuration Files & Credentials:**
  - This includes backups for PLCs, SCADA systems, software auto-dialers, reports, switches, routers, firewalls, modems, and radios.

We understand that compiling this information can be time-intensive. To streamline the process, our team will work directly with District personnel onsite to gather and organize the necessary records. Our Project Manager (PM) will provide a detailed document or formal Request for Information (RFI), outlining our objectives and coordinating all onsite activities. Once the materials are collected and reviewed, we will seamlessly transition into Task 2.

### Activities and Deliverables:

- Documentation Request
- Documentation Workshop
- Configuration Request
- Configuration Workshop

## 1.2 TASK 2: REFERENCE INFORMATION

The WML-SID team will catalog all received information, identifying any gaps or missing records. Physical documentation will be digitized and organized into a clear, logical file structure for both the District and project teams. This approach creates a single, holistic database of the current ICS, reducing time-consuming cross-referencing and enabling seamless collaboration with the District. During this task, we will also initiate a data entry phase to support future data collection and assessment activities. By consolidating all records into a reliable "single source of truth," we ensure that current and future tasks are well-supported.

At the conclusion of this task, we will:

- Return all organized data to the District for secure storage
- Produce a report summarizing findings and identified gaps, informing subsequent project phases and Task 3 discussions

### Activities and Deliverables:

- Documentation Review
- Documentation Summary Report
- Configuration Review
- Configuration Summary Report

## 1.3 TASK 3: KICKOFF MEETING/IDEAS EXCHANGE WORKSHOP

Following the project award and prior to initiating the defined tasks, WML-SID and JEGO will host a collaborative kickoff meeting with the District. This meeting serves as the foundation for our highly cooperative approach to developing the District's SCADA Master Plan (SMP). Establishing trust and a shared understanding among all stakeholders is critical to achieving a solution that meets the needs of everyone involved with the ICS. By aligning the District's diverse requirements with a unified strategy, we aim to build consensus on shared objectives before proceeding to the needs analysis phase (Task 4). The exchange of ideas will occur during Task 4, once key stakeholders have been identified.

WML-SID recognizes that the District aims to complete the SMP within one year. Throughout the proposal and project, we will explore opportunities to streamline timelines without compromising the District's priorities.

### Kickoff Meeting Objectives (at a minimum):

- Present documentation and configuration summary gaps
- Review the project approach, schedule, and overall SMP development process
- Define roles, responsibilities, and communication protocols

- Establish project update frequency and identify key contributors

#### Activities and Deliverables:

- Project Kickoff Meeting
- Project Kickoff Summary Document

Please note that we are not omitting the “ideas exchange.” Instead, we propose integrating it into the meetings and workshops conducted under Task 4.

## **1.4 TASK 4: KEY STAKEHOLDERS IDENTIFICATION AND ANALYSIS**

Our team will collaborate closely with District personnel across engineering, operations, maintenance, and management to identify the specific needs of key stakeholders. We will create a detailed “Needs Assessment” matrix by conducting a series of workshops, observing current users and systems, interviewing stakeholders, and analyzing data gathered from earlier tasks.

During the initial planning workshop, we will identify key stakeholders from various staff disciplines. This session will also establish and confirm the essential departments and roles, enabling us to refine our strategy for shadow sessions and stakeholder interviews. These activities will help us understand working habits, environments, and requirements. Additional workshops will be held for each identified staff discipline to ensure comprehensive input.

The resulting “Needs Assessment” summary will be presented during the final workshop for District feedback. Throughout the project, this summary will serve as a living document, updated as new District needs emerge. We will carefully manage and integrate all information into the evolving “Needs Assessment,” which will ultimately inform the recommendations outlined in the master plan. We will also remain open to using surveys if needed, to capture additional insights not fully addressed by workshops, interviews, or shadow sessions.

#### Activities and Deliverables:

- Planning Workshop (Initial)
- Department-Specific Workshops
- Stakeholder Shadow Sessions and Interviews
- Final Review Workshop
- Needs Assessment Summary
- Surveys (Optional)

## **1.5 TASK 5: EVALUATION OF EXISTING ICS ASSETS**

### **1.5.1 Data Collection**

The data collection process is critical for understanding the existing architecture and network configurations, serving as the foundation for future tasks. It also validates any information gathered in earlier tasks. This effort will include onsite investigations, network captures, documentation reviews, and stakeholder interviews, resulting in a comprehensive understanding

of the system’s architecture, assets, configuration details, and organizational insights. Emphasis will be placed on efficiency and collaboration with the District to identify key internal and external stakeholders for targeted data collection. All information will be systematically analyzed and organized for easy reference in subsequent tasks.

#### Activities and Deliverables:

- Data Collection Scope Workshop
- Data Collection Schedule Workshop
- Data Collection Stakeholder Selection Workshop
- Data Collection Plan Summary Document
- Onsite Data Collection
- Data Collection Summary Document

### **1.5.2 Existing Architecture and Asset List**

The collected data will be used to develop a complete set of drawings and asset details that accurately represent the current architecture, including remote telemetry, in a contemporary format. This will cover VLANs, as well as physical and virtual system details, and include an extensive inventory of automation system components such as SCADA, network, and PLC elements. These deliverables provide a solid foundation for design modifications and are essential for productive stakeholder discussions throughout the design, implementation, and subsequent phases. The asset inventory and architectural drawings also help clarify how the existing architecture aligns with or deviates from industry reference architectures.

#### Activities and Deliverables:

- Develop Preliminary Asset Lists
- Asset List Review Workshop 1
- Finalize Asset List
- Asset List Review Workshop 2
- Develop Preliminary Existing Architecture
- Document Architecture Assumptions
- Architecture Review Workshop 1
- Finalize Existing Architecture
- Architecture Review Workshop 2

### **1.5.3 System Infrastructure Assessments**

This subtask involves evaluating individual components of the ICS, divided into two major categories: Field Infrastructure and Core Infrastructure. The field infrastructure assessment includes PLCs, OITs, radios, power supplies, process instrumentation, and control panels, while the core infrastructure assessment focuses on SCADA hardware and software, software platforms, and core networking components. Each component will be evaluated based on condition, supportability, obsolescence, resource utilization, redundancy, reliability, ease of management, and its ability to meet the “Needs Assessment” criteria. Findings from this assessment will be used to inform the subsequent gap analysis task.

#### Activities and Deliverables:

- Perform Field and Core Infrastructure Assessments
- Field and Core Infrastructure Assessment Review

## Workshop

- Finalize Field and Core Infrastructure Assessment

## 1.6 TASK 6: GAP ANALYSIS

Using the Infrastructure Assessment and Needs Assessment developed in Tasks 4 and 5, we will identify gaps and obstacles that need to be addressed in order to transition from the current system to one that meets the District's future expectations. As part of this process, we will categorize the gaps based on key components identified in previous tasks. This categorization will help guide and focus Task 7, which involves the evaluation and selection of SCADA system hardware and software components.

### Activities and Deliverables:

- Preliminary Gap Analysis
- Gap Analysis Review Workshop
- Finalize Gap Analysis

## 1.7 TASK 7: SELECTION OF SCADA SYSTEM PLATFORM

We will create a comprehensive plan to assess, rank, and select a SCADA software solution for the District's implementation, utilizing the data and requirements established in previous tasks. In addition to the SCADA software selection, we recommend applying a similar process for selecting PLCs, OITs, radios, and networking equipment. Your Industrial Control System (ICS) is made up of various components from multiple manufacturers. Ensuring these core components work cohesively is essential for providing the District with a system that meets current needs and remains effective in the future.

Initially, products will be evaluated and ranked based on established criteria, including licensing, initial costs, projected development expenses, and ongoing maintenance fees. The top three SCADA options will be assessed through live demonstrations from each vendor, who will receive a summarized list of SCADA-related needs identified in the assessment. This approach ensures an impartial selection process that aligns with the District's goals for both the present and the next ten years. It is noted that the District prefers the Allen Bradley PLC platform, and this information will be shared with the three SCADA vendors to help them tailor their presentations, emphasizing the advantages of their systems in relation to Allen Bradley PLCs, should you prefer not to evaluate PLCs separately. If the District chooses to evaluate PLC platforms in a similar manner, the same methodology used for SCADA selection can be applied. The evaluation outcomes will be reviewed with the District in subsequent workshops to finalize the decision. Once a vendor is selected, they will be asked to provide a detailed SCADA Bill of Materials for the District.

A preliminary Bill of Materials (BoM) for field and core infrastructure equipment will be generated as an output of this task and adjusted based on subsequent assessments,

including the cybersecurity assessment in Task 8.

### Activities and Deliverables:

- Develop Summary Ranking Matrix
- Summary Ranking Review Workshop
- Develop Platform Needs Summary for Vendor Presentations
- Vendor Demonstration Workshops
- Vendor Selection Workshop
- Collaborate with Selected SCADA Vendor to Generate Bill of Materials
- Develop Preliminary Field and Core Infrastructure Bill of Materials
- Preliminary Field Infrastructure Bill of Materials Review Workshop
- Preliminary Core Infrastructure Bill of Materials Review Workshop

The cybersecurity gap will be assessed separately under Task 8:

## 1.8 TASK 8: ICS CYBERSECURITY SYSTEM ARCHITECTURE DESIGN

Both WML-SID and JEGO recognize that cybersecurity is a critical priority for your ICS, both now and in the future. To address this, we've divided Task 8 into subtasks to ensure a comprehensive approach to securing the system.

### 1.8.1 Cybersecurity Controls Gap Assessment

The Gap Assessment is a foundational step and identifies necessary controls and policies for the ICS and organization by comparing the current security posture to best practices and standards, using the NIST Cybersecurity Framework (CSF). This foundational step prioritizes areas for improvement and lays the groundwork for further analysis.

### Activities and Deliverables:

- Gap Assessment Workshops
- Gap Assessment Analysis and Finalization

### 1.8.2 Architecture Review

This review evaluates the configuration and organization of ICS components, such as topology, device configuration, and logical architecture to ensure effective security control implementation. Proper architecture minimizes vulnerabilities and reduces the need for additional controls.

### Activities and Deliverables:

- Preliminary and Final Architecture Review Workshops
- Architecture and Configuration Review Documentation

### 1.8.3 Cybersecurity Requirements Summary

This document consolidates cybersecurity findings, outlining the baseline security posture, target benchmarks, and technical and procedural recommendations. It serves as a guide for engineering secure and manageable ICS solutions. It will support both technical and administrative requirements,

ensuring a holistic and sustainable cybersecurity strategy while fostering continuous improvement.

#### Activities and Deliverables:

- Develop and Review Cybersecurity Requirements Summary

### **1.8.4 Proposed Architecture & Recommendations Summary**

We will create a detailed architectural proposal and configuration recommendations based on the Cybersecurity Requirements Summary. Collaborative workshops will refine the final recommendations to align with District priorities and goals.

#### Activities and Deliverables:

- Develop Proposed Architecture and Recommendations Summary
- Finalize Recommendations through Workshops

### **1.8.5 Disaster Recovery Planning**

Disaster recovery planning develops actionable Incident Response and Disaster Recovery Plans, based on NIST CSF standards, to ensure the District is prepared for cyber incidents. We will analyze the District's current incident response (IR) and disaster recovery (DR) practices and develop a documented plan to address identified gaps.

#### Activities and Deliverables:

- Workshops and Draft Plans for Incident Response and Disaster Recovery
- Finalized Plans

### **1.8.6 Policy and Procedure Development**

We will develop policies and procedures aligned with the Cybersecurity Requirements Summary to ensure governance of the District's cybersecurity objectives.

#### Activities and Deliverables:

- Workshops and Development of Baseline Policies and Procedures
- Finalize Baseline Policies & Procedures

This structured approach ensures the District has a scalable, actionable cybersecurity plan that addresses immediate risks while laying the groundwork for long-term improvement.

## **1.9 TASK 9: WIRELESS BACKHAUL COMMUNICATION SYSTEM**

Much like cybersecurity, we believe wireless communications for an Industrial Control System (ICS) require dedicated attention and expertise. To address this critical area, we will collaborate closely with Applied Technology Group Inc. (ATG), specialists in wireless communications for the industrial sector.

We understand the District's commitment to developing a robust, reliable, and high-performance wireless communication system to support SCADA, security, and

access control systems effectively. To ensure these goals are achieved, we have outlined a structured workflow for the wireless communication system. This approach guarantees that the District's priorities are thoroughly addressed and that the resulting infrastructure is both practical and strategically designed.

### **1. Perform RF Theoretical Model:**

Develop a theoretical model using specialized software tailored to the District's needs and objectives. This model will include a budgetary estimate for implementation.

### **2. Workshop with District:**

Review and discuss the RF theoretical model, budgetary estimate, and feasibility of the required infrastructure with the District. For instance, evaluate whether a 100-foot tower can be erected in a residential area. If all conditions are met, proceed to the next step. If adjustments are needed, revise the model and repeat this step.

### **3. Perform RF Field Survey:**

Conduct a comprehensive field survey to validate the RF theoretical model. Deliverables will include a final RF study report, communication architecture drawing, and hardware recommendations.

### **4. Workshop with District:**

Present and discuss the RF study report, design, hardware recommendations, and implementation plan with the District to ensure alignment with project goals.

Given that the wireless communications methodology plays a pivotal role in transmitting data from remote sites to the central SCADA system, we recommend adjusting the sequence of tasks. Specifically, Task 9 may be moved ahead of Task 7. This adjustment would allow radio selection to be integrated into the holistic selection process for the ICS's major hardware and software components, ensuring a seamless and cohesive approach to system design and implementation.

## **1.10 TASK 10: RECOMMENDED PROJECTS**

With the completion of Tasks 1–9, we transition into the final stages of the SCADA Master Plan (SMP) deliverables. Task 10 focuses on leveraging the Needs Assessment (the District's goals), along with the Core, Field, and Cybersecurity Assessments, to define actionable projects.

These goal-based projects will be categorized into three primary groups:

- **Short-term projects** – Defined by the District as those to be completed within a 1–5 year timeframe.
- **Long-term projects** – Defined by the District as those extending to a 6–10 year timeframe.
- **Pilot or trial projects** – Projects executed on a smaller scale to provide further evaluation when more detailed analysis is necessary beyond the scope of Task 7.

Each project will include, at a minimum, the following components:



- A detailed scope of work.
- A Bill of Materials (BoM).
- Drawings (if applicable).

To ensure objectivity, the categorization and definition of projects will be determined through collaborative efforts during the SMP process, based on data-driven results. We also want to highlight key points from the District's RFP that resonated strongly with our team's experience:

- **"Schedule and Value – Meet project schedule and value expectations."**
  - Page 7 – 1. Goals and Objectives
- **"The District is looking to complete the project within 1 year."**
  - Page 6 – Cost Estimates of Consulting Fee
- **"Any proposed innovative ideas that offer clear benefits to the District."**
  - Page 6 – Cost Estimates of Consulting Fee

Our goal is to ensure the District receives maximum value from the SMP process. We propose that all future projects falling under the SMP umbrella be determined and developed based on the findings of the SMP. For example, the development of 30%, 60%, 90%, and 100% design documents may be identified as either short- or long-term projects but would not be included as part of the initial SMP proposal.

*The American Water Works Association (AWWA) Utility Management Manual recommends that a SCADA Master Plan should be developed to pursue the following goals:*

- *Establish and document vision, strategies and goals for effective operations control.*
- *Find and prioritize business, operational and technical requirements.*
- *Establish a coordinated, prioritized program to meet operational goals.*
- *Define short- and long-term projects, including costs, resources and schedules.*
- *Define policies, procedures, organization, technologies and change management.*
- *Establish buy-in among stakeholders and executive sponsors.*

*The primary factor in achieving these goals is to comprehend the client's needs, ensuring a clear understanding of the stakeholder's expectations of the SCADA system from the preliminary phase of the project. The overall objective is to align the process, operational and business needs with technology capabilities to develop what is known as a "best fit" solution achieving a shared vision among stakeholders to develop a plan for an expandable system with a sustainable framework that supplies a comprehensive set of services to all users.*

## 1.11 TASK 11: SCADA MASTER PLAN (SMP) DELIVERABLE

One critical component not explicitly listed in Tasks 1–10

is the **SCADA Master Plan (SMP)** document. Our team believes that all information gathered—such as system assessments, the radio study, and your team's insights regarding the goals for your Industrial Control System (ICS)—is valuable intellectual property that belongs to the District.

We will deliver a comprehensive **SCADA Master Plan** document that consolidates the relevant findings and outputs generated from Tasks 1–10. This document will serve as a strategic guide for the District's short- and long-term goals. At a minimum, the final SMP will include the following sections:

- Executive Summary
- Summary Documents
- Needs Assessment Summary
- Infrastructure Assessments
- Gap Analysis
- Cybersecurity Assessments
- Existing Architecture
- Proposed Architecture
- Asset Lists
- Recommendations Summary
- Policy and Procedure Recommendations
- Recommended Projects and Estimates
- Bill of Materials (BoM)

In addition to the final SMP document, the following deliverables will be provided to the District that were collected during data collections efforts:

- Electronic drawing sets
- PLC process control narratives ("Tesco Blue Books")
- Backups of applications, programs, and configurations for all devices collected
- ICS user access credentials
- Policies and procedures, including **Incident Response** and **Disaster Recovery Plans**



5.

## COST ESTIMATES OF CONSULTING FEE



Project: WVWD | Control System Master Plan  
Presented by: **W. M. Lyles Co.** in collaboration with JEGO Systems

	W. M. Lyles Co, System Integration Division						JEGO Systms	Applies Technolies Group	Task Pricing		WML-SID	JEGO Systms	Task Pricing
Project Tasks	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activites	Total Task Hours	Total Taks Cost	Suggested Adder Oliver P. Roemer Assessment & Alignment		Total Taks Cost
Task 1: Request for Records, Drawings, and Background Information	24	11	9	12	8	0	24	0	88	\$ 17,160.00			\$ -
· Documentation Workshop	8	4	4	4	4	0	6		30	\$ 5,850.00			\$ -
· Documentation Request	4	2		2	4		6		18	\$ 3,510.00			\$ -
· Configuration Workshop	8	4	4	4			6		26	\$ 5,070.00			\$ -
· Configuration Request	4	1	1	2			6		14	\$ 2,730.00			\$ -
Task 2: Reference Information	12	14	6	4	12	0	36	0	84	\$ 16,380.00			\$ -
· Documentation Review	4	4	4		4		12		28	\$ 5,460.00			\$ -
· Documentation Summary Document	2	4					6		12	\$ 2,340.00			\$ -
· Configuration Review	4	2	2	4	8		12		32	\$ 6,240.00			\$ -
· Configuration Summary Document	2	4					6		12	\$ 2,340.00			\$ -
Task 3: Kickoff Meeting/Ideas Exchange Workshop	8	8	4	0	8	4	12	0	44	\$ 8,580.00			\$ -
· Project Kickoff Meeting	4	4	4		8	4	6		30	\$ 5,850.00			\$ -
· Project Kickoff Summary Document	4	4					6		14	\$ 2,730.00			\$ -
Task 4: Key Stakeholders Identification and Analysis	14	30	26	0	0	8	40	0	118	\$ 23,010.00			\$ -
· Planning Workshop (Initial)	4	4	4			4	4		20	\$ 3,900.00			\$ -
· Department-Specific Workshops	4	6	6				4		20	\$ 3,900.00			\$ -
· Stakeholder Shadow Sessions and Interviews		4	4				8		16	\$ 3,120.00			\$ -
· Final Review Workshop	4	4	4			4	4		20	\$ 3,900.00			\$ -
· Needs Assessment Summary	2	8	8				16		34	\$ 6,630.00			\$ -
· Surveys (Optional)		4					4		8	\$ 1,560.00			\$ -
Task 5: Evaluation of Existing ICS Assets	32	42	38	20	328	8	204	0	672	\$ 131,040.00			\$ -
· Data Collection Scope Workshop	4	4	4		4	4	6		26	\$ 5,070.00			\$ -
· Data Collection Schedule Workshop	4	6	6		4		6		26	\$ 5,070.00			\$ -
· Data Collection Stakeholder Selection Workshop	4						6		10	\$ 1,950.00			\$ -
· Data Collection Plan Summary Document		4					6		10	\$ 1,950.00			\$ -
· Onsite Data Collection		4	4		320		60		388	\$ 75,660.00	40	30	\$ 13,650.00
· Data Collection Summary Document							6		6	\$ 1,170.00		3	\$ 585.00
· Develop Preliminary Asset Lists		4	4				12		20	\$ 3,900.00		3	\$ 585.00
· Asset List Review Workshop 1	4	4	4			4	6		22	\$ 4,290.00		3	\$ 585.00
· Finalize Asset List		4	4				6		14	\$ 2,730.00			\$ -
· Asset List Review Workshop 2	4			12			6		22	\$ 4,290.00			\$ -
· Develop Preliminary Existing Architecture							36		36	\$ 7,020.00		8	\$ 1,560.00
· Document Architecture Assumptions							6		6	\$ 1,170.00			\$ -
· Architecture Review Workshop 1	4	6	6				6		22	\$ 4,290.00			\$ -
· Finalize Existing Architecture				8			12		20	\$ 3,900.00			\$ -
· Architecture Review Workshop 2	4	6	6				6		22	\$ 4,290.00			\$ -
· Perform Preliminary Field and Core Infrastructure Assessments							6		6	\$ 1,170.00			\$ -
· Infrastructure Assessment Review Workshop	4						6		10	\$ 1,950.00			\$ -
· Finalize Infrastructure Assessment							6		6	\$ 1,170.00			\$ -
Task 6: Gap Analysis	6	32	32	8	0	16	24	0	118	\$ 23,010.00			\$ -
· Preliminary Gap Analysis	2	12	12			8	12		46	\$ 8,970.00			\$ -
· Gap Analysis Review Workshop	4	4	4				6		18	\$ 3,510.00			\$ -
· Finalize Gap Analysis		16	16	8		8	6		54	\$ 10,530.00			\$ -

Project: WVWD | Control System Master Plan  
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	W. M. Lyles Co, System Integration Division						JEGO Sysrms	Applies Technolies Group	Task Pricing		WML-SID	JEGO Sysrms	Task Pricing
Project Tasks	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activites	Total Task Hours	Total Taks Cost	Suggested Adder Oliver P. Roemer Assessment & Alignment		Total Taks Cost
Task 7: Selection of SCADA System Platform	16	60	40	0	0	20	152	0	288	<del>\$ 56,160.00</del>			<del>\$</del>
· Develop Summary Ranking Matrix		8					12		20	<del>\$ 3,900.00</del>			<del>\$</del>
· Summary Ranking Review Workshop	8	8	4				12		32	<del>\$ 6,240.00</del>			<del>\$</del>
· Develop Platform Needs Summary for Vendor Presentations		4					12		16	<del>\$ 3,120.00</del>			<del>\$</del>
· Vendor Demonstration Workshops		16	16				36		68	<del>\$ 13,260.00</del>			<del>\$</del>
· Vendor Selection Workshop	8	8	8				12		36	<del>\$ 7,020.00</del>			<del>\$</del>
· Work with Selected Vendor to Generate Bill of Materials		8					12		20	<del>\$ 3,900.00</del>			<del>\$</del>
· Develop Preliminary Field and Core Infrastructure Bill of Materials						8	32		40	<del>\$ 7,800.00</del>			<del>\$</del>
· Preliminary Field Infrastructure Bill of Materials Review Workshop		4	6			6	12		28	<del>\$ 5,460.00</del>			<del>\$</del>
· Preliminary Core Infrastructure Bill of Materials Review Workshop		4	6			6	12		28	<del>\$ 5,460.00</del>			<del>\$</del>
Task 8: ICS Cybersecurity System Architecture Design	64	52	28	28	0	0	616	0	788	\$ 153,660.00			\$ -
· Gap Assessment Approach Workshop	4	4	4	4			6		22	\$ 4,290.00		2	\$ 390.00
· Gap Assessment							40		40	\$ 7,800.00		10	\$ 1,950.00
· Gap Assessment Results Review Workshop 1	4	4	4	4			6		22	\$ 4,290.00		2	\$ 390.00
· Finalize Gap Assessment Results							12		12	\$ 2,340.00		3	\$ 585.00
· Gap Assessment Results Review Workshop 2	4	4	4				6		18	\$ 3,510.00		2	\$ 390.00
· Architecture Review Preliminary Workshop	4	4					6		14	\$ 2,730.00		2	\$ 390.00
· Perform Architecture Review							24		24	\$ 4,680.00		6	\$ 1,170.00
· Architecture Review Workshop	4	4					6		14	\$ 2,730.00		2	\$ 390.00
· Document Architecture & Configuration Review Results							6		6	\$ 1,170.00		2	\$ 390.00
· Develop Preliminary Cybersecurity Requirements Summary							36		36	\$ 7,020.00		8	\$ 1,560.00
· Cybersecurity Requirements Summary Review Workshop 1	4	4					6		14	\$ 2,730.00		2	\$ 390.00
· Finalize Cybersecurity Requirements Summary							12		12	\$ 2,340.00		2	\$ 390.00
· Cybersecurity Requirements Summary Review Workshop 2	4	4					6		14	\$ 2,730.00		2	\$ 390.00
· Develop Proposed Architecture				8			36		44	\$ 8,580.00		8	\$ 1,560.00
· Develop Recommendations Summary							36		36	\$ 7,020.00		8	\$ 1,560.00
· Proposed Architecture Review Workshop	4	4	4	4			6		22	\$ 4,290.00		2	\$ 390.00
· Recommendations Review Workshop	4	4					6		14	\$ 2,730.00		2	\$ 390.00
· Finalize Proposed Architecture & Recommendations							12		12	\$ 2,340.00		4	\$ 780.00
· Proposed Architecture and Recommendations Review Workshop	4						6		10	\$ 1,950.00		2	\$ 390.00
· Incident Response Workshop	4						6		10	\$ 1,950.00		2	\$ 390.00
· Incident Response Draft Plan							60		60	\$ 11,700.00		12	\$ 2,340.00
· Incident Response Plan Review Workshop	4	4					6		14	\$ 2,730.00		2	\$ 390.00
· Disaster Recovery Workshop	4	4	4				6		18	\$ 3,510.00		2	\$ 390.00
· Disaster Recovery Draft Plan							60		60	\$ 11,700.00		12	\$ 2,340.00
· Disaster Recovery Plan Review							6		6	\$ 1,170.00		2	\$ 390.00
· Finalize Incident Response and Disaster Recovery Plans							12		12	\$ 2,340.00		2	\$ 390.00
· Review Policy & Procedure Needs Workshop	4						6		10	\$ 1,950.00		2	\$ 390.00
· Develop Baseline Policies & Procedures							120		120	\$ 23,400.00		20	\$ 3,900.00
· Baseline Policy & Procedure Review Workshop 1	4	4	4	4			6		22	\$ 4,290.00		2	\$ 390.00
· Update Baseline Policies & Procedures							16		16	\$ 3,120.00		4	\$ 780.00
· Baseline Policy & Procedure Review Workshop 2	4	4	4	4			6		22	\$ 4,290.00		2	\$ 390.00
· Finalize Baseline Policies & Procedures							32		32	\$ 6,240.00		4	\$ 780.00



Project: WVWD | Control System Master Plan  
Presented by: **W. M. Lyles Co.** in collaboration with JEGO Systems

Project: WVWD   Control System Master Plan Presented by: <b>W. M. Lyles Co.</b> in collaboration with JEGO Systems	W. M. Lyles Co, System Integration Division						JEGO Systms	Applies Technologies Group	Task Pricing		WML-SID	JEGO Systms	Task Pricing
Project Tasks	PM	SCADA & Data Collection	PLC Hardware & Software	Network & Telemetry	Field Activities	I&C Engineers	Cybersecurity & Network Eng	Telemetry Activites	Total Task Hours	Total Taks Cost	Suggested Adder Oliver P. Roemer Assessment & Alignment		Total Taks Cost
Task 9: Wireless Backhaul Communication System	22	64	8	244	0	50	0	288	676	\$ 131,820.00			\$ -
· Gather and prep for RF Theoretical Model				16				16	32	\$ 6,240.00			\$ -
· Perform RF Theoretical Model				120					120	\$ 23,400.00			\$ -
· Prep for RF Theoretical Model workshop	4	4		10				8	26	\$ 5,070.00			\$ -
· RF Theoretical Model workshop	8	4		4				8	24	\$ 4,680.00			\$ -
· Perform RF Field Survey								256	256	\$ 49,920.00			\$ -
· Generate Deliverables; drawing, spec, report, bugetary estimate		40		80		50			170	\$ 33,150.00			\$ -
· Prep for Final Design workshop	2	8		6					16	\$ 3,120.00			\$ -
· Final Design Workshop with District	8	8	8	8					32	\$ 6,240.00			\$ -
Task 10: Recommended Projects and Estimates	24	80	0	0	0	0	40	0	144	\$ 28,080.00			\$ -
· Project Summary and Estimates for Long and Short Term Planning	24	80					40		144	\$ 28,080.00			\$ -
Task 11: SCADA Master Plan (SMP) Document	40	40	16	8	0	16	40	0	160	\$ 31,200.00			\$ -
· Assembly of all information generated from Tasks 1-10	40	40	16	8		16	40		160	\$ 31,200.00			\$ -
Total Project Hours by Involvement	262	433	207	324	356	122	1188	288	3180	\$ 620,100.00	226		\$ 44,070.00

Total Hours	2892
Rate	\$ 195
Non-Labor Cost	\$ 109,000
Task 7 Removal	\$ (56,160)
Oliver P. Roemer A&A	\$ 44,070
Total Price	\$ 717,010



# APPENDIX

## OLIVER P. ROEMER PLANT ASSESSMENT



# OLIVER P. ROEMER PLANT ASSESSMENT

## BACKGROUND:

As part of WVWD's Planning Services for SCADA, Instrumentation, & Controls System Master Plan (SMP), the Oliver P. Roemer Plant was initially excluded from the scope of services. This exclusion was based on the fact that the Roemer Plant is currently undergoing a complete controls system upgrade. During the review and selection process, W. M. Lyles System Integration Division (WML-SID) was asked by the District to remove several section tasks, including all of Task 7 - Selection of SCADA System Platform, from our scope of work. The District is intending to use the product selection and standards established on the current Roemer Plant upgrades.

To ensure the overall system aligns with what is being implemented at the Roemer Plant, (WML-SID) requested the following information from the District regarding the Roemer Plant upgrades:

- Network Architecture
- SCADA hardware and software configurations
- Cybersecurity design
- Bill of Materials
- PLC Programming Standards
- Process Control Narratives

Our objective in gathering this information was to perform a high-level review for the District and identify potential gaps between the provided Roemer information and the intent of the RFP for the remainder of the system. WML-SID recognizes the significant time and financial investment in both the Roemer Plant upgrades and the SMP, which will set the standard and trajectory for the District's control systems well into the future. It is critical that the entire system maintains consistency and alignment knowing the District's intent of having a single SCADA system for their entire controls system. This does include all sites covered in the SMP as well as the Roemer Plant.

The District's team was able to provide much of the requested information in a short timeframe, though some details remain unavailable due to the ongoing nature of the Roemer Plant upgrades. This is understandable given the current progress of the project.

## RECOMMENDATIONS:

With the partial information set provided to WML-SID as requested and identified above, we are recommending and have included pricing for an optional adder to incorporate the Roemer Plant into the SMP. Without the Roemer Plant in the SMP the District risks the lack of knowledge and guarantee of

identified discrepancies between Roemer and the rest of the Industrial Controls System (ICS) being assessed.

While the same level of detailed evaluation and assessment required for the rest of the system may not be necessary for the Roemer Plant, we believe integrating the Roemer Plant into our process will deliver two critical benefits:

1. **System Alignment** - Including the Roemer Plant in the SMP will ensure Roemer aligns with the rest of the system covered in the SMP. This alignment will cover District cybersecurity policies, SOPs, standards, etc. all of which should be consistent throughout entire ICS, and the importance of including the Roemer Plant.
2. **System Validation** - Our review of the Roemer Plant will provide the District with assurance that the Roemer Plant upgrades meet or exceed the standards expected in the SMP services. We will evaluate the Roemer Plant using the same methodology applied to the rest of the system and deliver a summary of findings along with a gap analysis. This crucial information will enable the District to make informed decisions about the future of the system.

The tasks included as part of this optional adder for the Roemer Plant are detailed in our updated Cost Estimate Sheet. Only a subset of the cumulative tasks is required for Roemer, specifically sub-tasks within Task 5 - Evaluation of Existing ICS Assets and Task 8 - ICS Cybersecurity System Architecture Design.

The overarching goal of the control system upgrades and master planning efforts WVWD is undertaking is to establish a consistent, modern control system that meets the District's expectations and serves as the standard for the next 30+ years. Consistency, adherence to standards, design excellence, and robust cybersecurity are all critical elements of this effort, both now and into the future.

**Adder cost: \$44,070**

*Please see Cost Estimate for price breakdown.*





# APPENDIX

## RESUMES



# W. M. LYLES CO.

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SYSTEM INTEGRATION DIVISION

# KEVIN FORD

**PROJECT MANAGER- PMO**  
PROJECT MANAGEMENT SPECIALIST

## CONTACT

✉ kevin.ford@wmlylesco.com

📍 9332 Tech Center Drive, Suite 200 & 300  
Sacramento, CA 95672

## EDUCATION

BACHELOR OF SCIENCE,  
ENVIROMENTAL SCIENCE

California State University, Sacramento

## TECHNICAL PROFICIENCIES

- Maintaining Contractual Obligations and Coordinating Project Requirements
- Managing Projects Involving SCADA, Instrumentation, and Control Systems for Municipal and Industrial Water/Wastewater Treatment Facilities

## CERTIFICATIONS

- Project Management Professional (PMP)
- Certified Project Manager (URS)
- OSHA Hazardous Waste Operations

## SUMMARY

19 Years of Experience in Project Management, PMO role

## PERSONAL PROJECT EXPERIENCE

**PLC 4 Upgrade Programming Services, El Dorado Irrigation District (EID),  
Placerville, CA:**

**Project Manager**

This project replaced the District's existing Allen-Bradley PLC 5 controller and RIO at the El Dorado Hills Wastewater Treatment Plant (EDHWWTP) with a ControlLogix rack, L81E processor, power supply, and new RIO. Identified as "PLC4," these controls operate the primary clarifier, waste activated sludge dissolved air flotation thickening unity (WAS DAFT), site waste pump station, pond storage pump stations, secondary effluent pump stations, and plant effluent valve. The Team was selected to integrate and start-up the new ControlLogix System. Personnel provided PLC programming, HMI and OIT configuration, testing and commissioning. Testing included PLC and HMI Factory Demonstration Test (FDT), PLC and HMI Factory Operational Test (FOT), Operational Readiness Test (ORT), and Functional Acceptance Test (FAT). Kevin coordinated with EID staff for hardware installation, and provided detailed O&M manuals

**City of Santa Monica - Charnock Well Field Restoration, DB, 2009**  
**Project Manager**

A two site project, consisting of well restoration and primary treatment systems at a well site and the expansion of an existing water treatment plant for the city of Santa Monica. Well site improvements included the addition of pumping, conveyance and chemical feed systems, as well as a granular activated carbon system for treatment of contaminated groundwater. Upgrades to water treatment plant including installation of a reverse osmosis treatment system and structure, new chemical feed facility, cartridge filters, pumping equipment and piping.



## **PERSONAL PROJECT EXPERIENCE CONTINUED**

### **Victor Valley Wastewater Reclamation Authority – Victor Valley Biogas Upgrade Project, DB, 2022**

Project Manager

Expansion of anaerobically digestible material (ADM) reception; retrofit of Digester #2; installation of openings on Digester #4 and #5 with service boxes and mixer posts to allow for future installation of Anaergia Mixers; installation of a 1,200 SCFM biomethane upgrading system; installation of biogas pipe and flare; installation of site piping (ADM and TWAS).

### **Orange County Water District – Groundwater Replenishment System (GWRS) Advanced Water Treatment Facility, DBB, 2004**

Mechanical Superintendent

Installation of groundwater replenishment system, purifying wastewater through a three stage process consisting of microfiltration, reverse osmosis and ultraviolet light systems, including earthwork, piping, electrical, instrumentation and controls, coatings, new structures, chemical storage and feed systems, surge tanks and pump stations for seawater intrusion barrier and replenishment of ground water aquifers.

## **RELEVANT WORK EXPERIENCE**

### **TESCO Controls, Inc.**

PMO - Project Manager (2010-2023)

**W. M. LYLES CO.**  
CONTRACTOR  
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## CONTACT

✉ [adam.simmons@wmlylesco.com](mailto:adam.simmons@wmlylesco.com)

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Sacramento, CA 95672

## TECHNICAL PROFICIENCIES

- Maintaining Contractual Obligations and Coordinating Project Requirements
- Managing Projects Involving SCADA, Instrumentation, and Control Systems for Municipal and Industrial Water/Wastewater Treatment Facilities

# ADAM SIMMONS

**PROJECT MANAGER**  
PROJECT MANAGEMENT SPECIALIST

## SUMMARY

18 Years of Experience in Project Management, Water/Wastewater Treatment

## PERSONAL PROJECT EXPERIENCE

### **East County Advanced Water Treatment**

Design build project that included a Title 22 Wastewater Plant, Advanced Water Filtration Plant and Solids Handling Facility, with several remote facilities. Integration included designing, assembly, and programming multiple Allen-Bradley ControlLogix 1756 and CompactLogix 5069 PLC's with fully redundant Factory Talk View SCADA systems. Design, supply and implementation of entire fiber, Wi-Fi, and Radio network. Personnel provided PLC Programming, HMI configuration, SCADA Programming, factory and field testing of individual control panels and system wide. Adam managed engineering and programming resources, interfaced with the Joint Venture team of General Contractor and Engineer, and Owner agency to progress design and implementation of the System Integration.

### **Brentwood SCADA Upgrades**

Radio system and PLC upgrades for all remote wells, pump stations, hydropneumatics pump stations and reservoirs for Potable water. Project involved upgrading all existing control panels with Modicon M340 PLC's and new OIT's, with integration into existing Ignition SCADA system. A full Radio survey, installation of new master radios and configuration of 450MHz, 900MHz, and 5.4GHz radios to provide a complete system, including both licensed and unlicensed frequencies and FCC registration. Adam coordinated directly with the customer for programming and design workshops, scheduling, and implementation plan. Engineering departments responsible for control panel drawings, cutover plans, PLC and SCADA programming. Complete field investigations of existing components and integration into final as-builts provided as a part of a complete O&M and user guide.

## **PERSONAL PROJECT EXPERIENCE CONT.**

### **Dekalb County**

System wide SCADA, Controls and Networking upgrades spanning existing 140MGD Water Treatment Plant, River Intake System, Potable Water Distribution System and two Wastewater Plants. Adam worked closely with the owner to outline goals and schedule for upgrades from existing PLCs to updated Allen Bradley CompactLogix and ControlLogix PLCs, and migration from FactoryTalk and WonderWare to Ignition SCADA system with updated networking hardware and SCADA server infrastructure. New instruments were added and integrated location by location based on the long-term goals of the customer's monitoring needs. Project also included twelve remote sites with PLC and local Ignition EDGE implementations, communicating over a mix of radios and vendor supplied private fiber network. Adam managed engineering and development resources as well as subcontractors for the development of a cohesive upgrade in a sequence that worked best for the Owner Agency.

## **RELEVANT WORK EXPERIENCE**

### **Tesco Controls**

Project Manager (2022-2024)

### **Syblon Reid**

Estimator / Project Manager (2016-2021)

### **Advanced Pump & Equipment**

Project Manager / SCADA Programmer (2014-2015)

### **W. M. Lyles Co.**

Project Manager / Estimator (2006-2014)

# W. M. LYLES CO.

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# MICHAEL PROSSER

## Collaborative Delivery Manager

### CONTACT

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Sacramento, CA 95826

### EDUCATION

#### **B.S., ELECTRICAL AND ELECTRONIC ENGINEERING**

California State University,  
Sacramento

### TECHNICAL PROFICIENCIES

- SCADA Solutions, Controls Systems for Water & Wastewater Treatment Systems
- Engineering and Project Management for Control Systems Integration
- System Integration Design and Implementation for the Water and Wastewater Industry

### CERTIFICATIONS

- Netware Engineer (CNE)
- Allen-Bradley
- Modicon
- Siemens
- Eaton/Cutler Hammer
- Cisco
- FiberTron
- Proxim
- Wester Multiplex
- Hewlett-Packard

### SUMMARY

38 years of leadership experience in optimizing water and wastewater management processes through the strategic application of automation and data integration. Specializing in enhancing efficiency and sustainability, he has led numerous projects leveraging advanced technologies to streamline operations, improve system performance, and drive cost-effective solutions.

### PERSONAL PROJECT EXPERIENCE

#### **City of Hobbs Potable Water SCADA System Replacement**

Directed the design, programming, and integration of the Siemens WinCC OA central SCADA solution for the potable water system, ensuring that the system aligned with operational goals and adhered to industry standards. Additionally, spearheaded the virtualization of the core SCADA system infrastructure, enhancing system performance and ensuring scalability to meet future demands.

#### **Potable Water SCADA and Telemetry System Upgrade, City of Lincoln, CA**

Led a successful team in replacing the City's aging potable water SCADA system, overseeing the overhaul and modernization of the existing process control system and facilitating the separation of the new water SCADA system from the existing wastewater SCADA system. Designed the system to allow seamless future expansion, improving overall reliability and communication capabilities while maintaining flexibility for growth. Fostered strong collaboration with City staff to integrate operational processes with technological solutions, resulting in enhanced efficiency and system performance.

#### **SCADA and PCS Assessment & Design-Build Implementation, City of Brentwood, CA**

Delivered a comprehensive Technical Memorandum detailing the system's current state, identifying gaps, and presenting prioritized recommendations for upgrades, complete with detailed cost estimates and schedules. Guided the direction of system upgrades through a highly collaborative process, ensuring active involvement and input from City staff throughout decision-making. Provided strategic insights and recommendations to enhance the effectiveness and efficiency of the City's Process Control System (PCS), supporting future scalability and operational needs.

## **RELEVANT WORK EXPERIENCE**

### **TESCO Controls, Inc.**

Director of Special Projects (2000-2023)



## JEGO Systems

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Fax: 1.844.314.1072  
Email: [support@jegosystems.com](mailto:support@jegosystems.com)

### OT Cybersecurity Engineer



## Stephen Goldsworth, CISSP

### Certifications

- Project Management Professional (PMP), 2020
- Certified Information Systems Security Professional (CISSP), 2020
- ISA/IEC 62443 Cybersecurity Expert Certification, 2020
- ISA/IEC 62443 Cybersecurity Maintenance Specialist, 2020
- ISA/IEC 62443 Cybersecurity Design Specialist, 2020
- ISA/IEC 62443 Cybersecurity Risk Assessment Specialist, 2020

### Articles and Publications

- Safeguarding SCADA Systems, Water & Wastes Digest, November 2019
- Complex Upgrades Demand Advanced Expertise, Applied Automation, October 2018

### Professional Associations

- ISA, AWWA, PMI, ICS<sup>2</sup> Member

### Professional Experience

#### **Chief Technology Officer, JEGO Systems | Roseville, CA**

*2020 – Present*

Stephen is the Chief Technology Officer for JEGO and focuses on SCADA system design & integration, automation standards development, ICS Cybersecurity, data analytics, and technical project management. Stephen is a certified ISA 62443 Cybersecurity Expert and CISSP. He focuses on providing integrators, consultants, and end-users with practical, clear, and actionable approaches to the ICS industries' cybersecurity challenges. He also gives end-users Education, Assessment, Design, Integration, and & Lifecycle services to help meet the client's organizational goals.

#### **Systems Engineering Manager, Tesco Controls | Sacramento, CA**

*2017 – 2020*

Stephen led a team of technical system engineers in proposals for large SCADA System projects in the water and wastewater industry. Provide systems engineering in coordination with subject matter experts in PLC, SCADA, and network architecture to produce modern SCADA system designs focusing on Cybersecurity requirements, disaster recovery planning, and high availability designs for end-user systems.

#### **SCADA Software Manager, Tesco Controls | Sacramento, CA**

*2014 – 2017*

Stephen managed 18 SCADA Engineers responsible for over \$30 million annually in professional SCADA services provided to customers in the water and wastewater industry. Stephen developed and presented industry seminars on virtualization, SCADA mobility, and Cybersecurity topics.

#### **Sr. SCADA Engineer, Tesco Controls | Sacramento, CA**

*2009 – 2014*

Responsible for developing new and existing SCADA applications for the water & wastewater industry. Software development work performed on SCADA platforms, including Wonderware InTouch, FactoryTalk View SE, RSView32, Fix32, and ClearSCADA.



## JEGO Systems

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Fax: 1.844.314.1072  
Email: [support@jegosystems.com](mailto:support@jegosystems.com)

### SCADA & Network Architecture Design



Web Jessup

#### Areas of Expertise

- SCADA & PLC application development for Water and Wastewater Systems

#### Special Training & Skills

- Rockwell FactoryTalk
- ClearSCADA
- Wonderware
- Citect
- SCADAPack PLC
- Allen-Bradley PLC
- Modicon PLC
- Fortinet Fabric
- VMWare Platform
- Brocade & Cisco Switching
- Dell, Lenovo, HP Computing
- SQL & PI Database Platforms

#### Education

- B.S., Electronics Engineering, DeVry Institute of Technology

#### Professional Experience

##### **Chief Executive Officer, JEGO Systems | Roseville, CA**

*2015 – Present*

Web is focused on developing high-quality ICS products and services for the Water, Wastewater, Power, and Material handling industries from development to implementation and ongoing lifecycle services. Web provides integration, consulting, and secure architecture solutions tailored to each System, large or small. He aims to provide the most secure, functional, and scalable modern SCADA solutions rooted in ICS industry best practices. His areas of expertise include developing GUI screens, database design, reporting and analytics, network architecture, and process control strategy engineering. Web has extensive development experience and a wide breadth of knowledge in control system architecture and process control. Web is experienced with most programming control disciplines in SCADA and PLC platforms from manufacturers, including Rockwell, Schneider, and Inductive Automation.

##### **Industrial Software Engineer, SumControl LLC | Roseville, CA**

*2009 – 2015*

Responsible for sales, engineering, internal integration, and automation development projects. Web developed specifically engineered solutions for clients of various industries, including PLC hardware and software and SCADA development. He has produced over 200 conveyor system PLC programs for FedEx facilities nationally. Web developed over 70 HMI applications for FedEx facilities nationally. Developed 15 conveyor system PLC programs and HMI applications for OnTrac facilities nationally and supported JEGO's development of software solutions for numerous manufacturing, power, and water/wastewater end users.



**Data Engineer & Security Architect**

## Michael Goldsworth

**Areas of Expertise**

- Web Application Security
- Database Security
- Cloud Security
- Data Analytics
- Data Integration

**Special Training & Skills**

- Python
- Java
- C#
- SQL
- Amazon AWS
- Canary Labs Historian

**Education**

- Bachelor of Computer Science Degree, Minor in Mathematics, Washington State University-Pullman, WA
- Graduated Magna Cum Laude

**Professional Experience****Database and Security Architect, JEGO Systems | Roseville, CA**  
*2018 – Present*

Mike is responsible for designing and implementing scalable solutions for distributed network environments, cross-platform applications spanning physical and cloud-based infrastructure, complex multi-threaded applications, performance solutions and enhancements, monitoring and alerting systems, and resilient OS services/daemons. Michael is skilled in all aspects of data management and security, automation, modular programming, and simplifying UI while increasing user experience falls within his expertise. He constantly seeks ways to make development clear, understandable, and well-defined.

**Senior Software & Security Engineer, Tableau | Kirkland, WA**  
*2012 – 2018*

Architected multiple tools and services utilizing unified database deployments and services. Team lead responsible for managing on-premise build infrastructure transitions to cloud and VM services. Michael managed the deployment and maintenance of critical build infrastructure services across multiple domains. Developed core cross-platform solutions for building infrastructure deployment and management. Drove critical internal architecture solutions for secure management of core services across domains. Identified loss of critical customer-facing functionality and took ownership of developing a new solution.

**Software Developer, Microsoft | Redmond, WA**  
*2008 – 2012*

Part of a team responsible for developing and testing new features for worldwide applications. Responsible for developing and following feature test specifications to completion. Developing test infrastructure and shared code base for multiple product features. Accountable for test case implementation, ownership, and management of several product features. Managing cross-team relationships for product implementation and validation. Responsible for feature bug tracking, resolution, and validation. Management of core services across domains.

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# JOSH CHOE

## TECHNICAL SERVICES MANAGER

AUTOMATION ENGINEERING - SCADA, PLC &  
NETWORK INFRASTRUCTURE

## CONTACT

✉ josh.choe@wmlylesco.com

📍 9332 Tech Center Drive, Suite 200 & 300  
Sacramento, CA 95672

## EDUCATION

BACHELOR OF SCIENCE,  
COMPUTER SCIENCE

California State University, Davis

## TECHNICAL PROFICIENCIES

- SCADA System Implementation & Design
- Cybersecurity
- Networking Infrastructure

## CERTIFICATIONS

- U.S. Department of Homeland Security
  - ICS Cyber Emergency Response Team - Cybersecurity within IT & ICS
  - ICS Cyber Emergency Response Team - Common ICS Components
  - Difference in Deployments of ICS
- ISA
  - Assessing the Cybersecurity of New or Existing IACS Systems
  - Cybersecurity Expert
  - Cybersecurity Fundamentals Specialist (CFS)
  - Cybersecurity Design Specialist (CDS)
  - Cybersecurity Risk Assessment Specialist (CRS)

## SUMMARY

25+ Years of Experience in SCADA Development, Networking Architecture, Telemetry Design and Cybersecurity for Water/Wastewater Facilities

## PERSONAL PROJECT EXPERIENCE

### Golden State Water Company

Designed, configured, and implemented four independent AVEVA System Platform SCADA systems to monitor reservoirs, wells and pump stations. Configured communications between SCADA and numerous PLCs via industrial wireless Ethernet radios and cellular modems.

### Western Hill Water District

Engineered, configured, and implemented redundant Rockwell FactoryTalk SE system to operate water treatment plant. Integrated and configured remote CompactLogix PLCs via private ISP and local PLCs with wireless Ethernet radios.

### City of Baton Rouge

Designed, configured, and implemented virtualized redundant GE iFIX SCADA system to monitor 550+ remote municipal sites. Established and configured reliable communications over privately provisioned cellular network. .

## CERTIFICATIONS

- Schneider / ClearSCADA
  - Telemetry & Remote SCADA Solutions
- AVEVA
  - Cybersecurity Certified
- Wonderware
  - Achestra Certified System Platform 3.0
  - Application Developer 4.0
  - InTouch 10.1 & 11.0
- Rockwell
  - PlantPAX System Design & Configuration
- Trihedral
  - VT SCADA System Integrator
  - WML is Trihedral Certified Solution Provider (Est. 2023)
- Inductive Automation
  - Ignition Core
- Siemens
  - WiMAX in Industrial Networks

## PERSONAL PROJECT EXPERIENCE CONTINUED

### **City of Apalachicola**

Built, configured, and deployed standalone AVEVA Intouch SCADA system to control wastewater treatment plant and recycling water distribution operations. Networked and configured PLCs via fiber optic and serial wireless communications.

### **City of Atwater**

Implemented, configured, and interfaced redundant AVEVA System Platform to monitor water distribution with 50+ PLCs via serial and Ethernet industrial radios.

## RELEVANT WORK EXPERIENCE

### **TESCO Controls, Inc.**

SCADA Engineering Manager (2020-2023)

### **TESCO Controls, Inc.**

System Engineer III - Networking & Telemetry (2016-2020)

### **TESCO Controls, Inc.**

Senior SCADA Engineer (1998-2016)

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# DAVID ESTELLE

**AUTOMATION ENGINEER**  
PLC APPLICATIONS ENGINEERING

## CONTACT

✉ david.estelle@wmlylesco.com

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Sacramento, CA 95672

## EDUCATION

**BACHELOR OF SCIENCE  
MECHANICAL ENGINEERING**  
California State University, Fullerton  
2018

## TECHNICAL PROFICIENCIES

- Allen-Bradley
- Schneider Electric
- Automation Direct
- Emerson
- AVEVA
- Inductive Automation
- Modbus
- Ethernet/IP
- DeviceNet
- Foundation Fieldbus

## SUMMARY

6 Years of Experience in PLC Applications for Water/Wastewater Facilities

## PERSONAL PROJECT EXPERIENCE

**Irvine Ranch Water District (IRWD)**  
**Biosolids Facility**

Conducted comprehensive end-to-end PLC and SCADA development for a \$250 million biosolids facility installation. Utilized Modicon Quantum and M340 PLCs along with the AVEVA System Platform SCADA application. Collaborated closely with the owner's representation to meticulously test and validate the system's full functionality in a controlled bench test environment. Engaged with various vendors specializing in screening, centrifuge, conveyance, digested gas conditioning, and flare systems. Demonstrated aptitude in incorporating feedback from both operations staff and process design teams to optimize the system during the commissioning phase of the project. Performed extensive troubleshooting of the Modbus TCP industrial network. Established historical trending based on specification requirements and process optimization feedback from staff.

### **Trabuco Canyon Water District (TCWD)**

#### **Water & Wastewater Capital Improvements**

Led a team of PLC Applications engineers in successfully retrofitting over twenty water and wastewater sites with new Modicon M340 PLCs. Led workshops with operations staff to determine desired control strategy. Collaborated closely with SCADA and Networking Teams to minimize downtime during the commissioning phase. Engaged with operations staff to implement feedback and incorporate additional functionalities into the system. Programmed highly efficient HMI applications for most sites. Oversaw the quality and functionality of PLC programs developed by the engineering team, providing control logic recommendations to guide their efforts effectively.

### **Orange County Water District (OCWD)**

#### **GWRs Final Expansion**

Collaborated with a team of applications engineers to successfully increase the capacity of an advanced water treatment plant from 100 MGD to 130 MGD, employing a DeltaV DCS system. Skillfully designed low voltage control panels, ensuring timely delivery. Demonstrated proficiency in troubleshooting plant Ethernet/IP, Foundation Fieldbus, and DeviceNet networks during the commissioning phase. Worked closely with the owner's representation to guarantee the seamless operation of UV Disinfection and RO treatment systems..

## **RELEVANT WORK EXPERIENCE**

### **TESCO Controls, Inc.**

PLC Applications Engineering Supervisor (2021-2023)

### **KDC Systems**

Applications Engineer (2018-2021)

# W. M. LYLES CO.

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# JOE VANG

**AUTOMATION ENGINEER**

PLC APPLICATIONS ENGINEER

## CONTACT

✉ joe.vang@wmlylesco.com

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Sacramento, CA 95672

## EDUCATION

### BACHELOR OF SCIENCE ELECTRICAL ENGINEERING

California State University, Fresno  
2016

## TECHNICAL PROFICIENCIES

- PLC Programming & Software Development
  - Allen Bradley
  - Schneider Electric
  - Siemens
  - PlantPAX
  - TIA Portal
  - SIMOCODE ES

## TECHNICAL STRENGTHS

- Automation Direct
- Maple Systems
- Inductive Automation
- Modbus
- EtherNet/IP
- Profinet
- Profibus

## SUMMARY

6 Years of Experience in PLC System Development for  
Water/Wastewater Facilities

## PERSONAL PROJECT EXPERIENCE

### City of Hobbs Water Distribution Upgrade

Water/Wastewater Utilities Department, City of Hobbs, NM

- Automation integration, and controls of multiple water production well sites, booster stations, reservoirs and elevated tanks in Hobbs, NM.

### Pleasant Grove Water Wastewater Treatment Plant Expansion

City of Roseville, Roseville CA

- Automation, integration, and controls of various sludge treatment systems: Clarifiers, Sludge Thickening, Heating, Digestion.
- Integration and controls of various vender packages, boilers, flares, drum thickeners and grinders.

### Cayucos Water Resource Reclamation Facility

Cayucos Sanitary District, Cayucos CA

- Automation, integration, and controls of wastewater treatment processes including: Headworks, Bioreactor, Chlorination, Ultraviolet Treatment, and dewatering.
- Integration and controls of various vender packages such as UV systems and Membrane Bioreactors.

## RELEVANT WORK EXPERIENCE

### TESCO Controls, Inc.

PLC Applications Engineer II (2018-2023)

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# AJ COTTENGIM

## PROJECT ENGINEERING LEAD

AUTOMATION ENGINEERING & PLC/HMI SOFTWARE  
DEVELOPEMENT SPECIALIST

## CONTACT

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Sacramento, CA 95672

## EDUCATION

BACHELOR OF SCIENCE IN  
MOLECULAR & CELLULAR  
BIOLOGY

California State University, Davis  
2012

## TECHNICAL PROFICIENCIES

- PLC / HMI Programming & Software Development
  - Allen Bradley / Rockwell
  - Schneider / Modicon
  - SCADAPack
  - Automation Direct / C-More
  - Maple
  - TESCO

## CERTIFICATIONS

- Schneider
  - SE Control Expert
  - Schneider Unity
  - Telepace Studio
- ISA
  - TC05
  - Certified Automation Professional
  - Certified Controls System Technician (CCST)

## SUMMARY

10 Years of Experience in PLC / HMI System Development and Design  
for Water/Wastewater Facilities

## PERSONAL PROJECT EXPERIENCE

### San Francisco Public Utility Commission (SFPUC) Biosolids Upgrade

This 5- Year project includes the integration of 20 Rockwell intelligent MCCs using the IntelCenter Power solution with Automatic Device Configuration. In addition, multiple Profibus field panels with network modules are to be made available for polling by a plant wide ovation DCS system. Lastly, multiple Modicon M580 PLCs are provided for equipment monitoring. Responsibilities included schedule & scope management, PLC programming and IIOT device configuration, as well as maintaining the master IO list for all EthernetIP, Modbus, BACnet, and Profibus data to be made available to DCS.

### San Francisco Public Utility Commission (SFPUC) Ground Water Storage & Recovery

This project entailed the greenfield construction of 15 wells and 1 reservoir. Initial responsibilities included development and execution of process programming & instrumentation selection. 11 of the well sites required integration of an Eaton VFD with turning for power performance. During the course of the project, it was discovered that the ground water contained high levels of the contaminants C6 & NO3. I worked with chemical engineers to implement a solution for a system wide, real time, blending strategy to ensure operation of the wells. This solution was published in an ISA journal in January of 2019.



## CERTIFICATIONS

- Rockwell
  - Rockwell Studio 5000
- Profibus
- OSAH 10

## PERSONAL PROJECT EXPERIENCE CONTINUED

### **City of Brentwood**

#### **Wastewater Plant Improvements**

This 3- year project was direct to owner with the intention of migrating the legacy PLC & SCADA to a modern-day solution. My responsibilities included a system assessment where the legacy Concept Quantum with InTouch SCADA were evaluated, and a project plan was established. I completed on-site verification of controls functionality with the operators, developed a sales and execution plan, drafted standardized process control narratives with Microsoft Word & Excel, and completed PLC Programming for 4 Modicon M580s to match the existing code.

### **San Jose Water Company**

#### **PLC Upgrade**

This project was initially scheduled for a 2-year duration but was requested to be expedited to 1-year. Scope of the project included the upgrade of legacy Modicon Quantums to a modern substitute that would fit in the same form factor. I was tasked with working with the customer to develop a solution to minimize downtime while optimizing performance for the greater San Jose region. Project execution was completed with minimal oversight and required a high level of trust between the customer & myself as over 150 sites were upgraded without end user supervision.

## RELEVANT WORK EXPERIENCE

### **TESCO Controls, Inc.**

PLC Applications Engineering Supervisor (2017-2023)

### **TESCO Controls, Inc.**

PLC Applications Engineer (2014-2017)



James Ronnow  
*Project Manager / Systems Specialist*



Over 15 years of management and coordination experience. James has worked in several industries managing projects, employees, and timelines: as well as working extensively with documentation, budgeting, and report generation. James has worked with many engineering firms, integrators, and utility districts to assist with radio communication system assessment, design, and upgrades.

### **Key Achievements**

#### **Project Management for the City of Antioch SCADA Radio System Assessment and Upgrades**

Worked with the City to upgrade outdated radio equipment reported as having connection issues. Oversaw Computer Path Studies and On-Site Radio Survey to collect performance data. Aided in the design of a new radio layout, including added redundancy communication with Cellular capable radios. Oversaw the installation and commissioning of the new radio system.

#### **Ongoing work with the Contra Costa Water District to provide Annual Preventative Maintenance, Radio Troubleshooting, and System Upgrades**

Coordinates with the District and ATG techs to perform annual system checks to ensure the health and reliability of their Master Station/Access Point locations. Assisted the District in replacing radios at key locations from legacy equipment to modern radios with added cellular redundancy. Assisted in adding new sites to the existing SCADA system by overseeing the installation of new radios and antenna systems.

#### **Project Manager: Napa Sanitation District Radio System Upgrade**

Worked with the District to perform a site-by-site system analysis of their existing radio network. Managed ATG team to install upgrades to their radios, antenna, and antenna systems; as well as the installation of cellular antennas and unlicensed 900MHz radios with cellular backup.

#### **Multiple Telemetry Studies & Surveys for the South Coast Water District**

Oversaw Computer Path Studies and On-Site Radio Surveys for several locations being added, upgraded, or moved. Coordinated with the District directly and through various integrators to perform these studies and make system design recommendations based on the findings.

**Jeff Gillam**  
*Systems Engineer / Field Services Technician*



Jeff Gillam has over 35 years of experience in wireless technologies including SCADA, Licensed Microwave, RF Path Studies, and Radio Surveys. Jeff has surveyed, designed, and deployed Licensed Microwave systems for Water, Power, and Oil & Gas industries throughout the state of California. Jeff has developed reliable and successful methods for RF system design using computer aided path analysis and thorough field surveys. Jeff has used these tools for the successful design, installation, and acceptance testing of licensed Microwave and SCADA systems throughout the region. Jeff has extensive knowledge and hands-on experience with multiple microwave manufacturers providing understanding of the different characteristics and benefits that each manufacturer provides.

**Key Achievements:**

**Design, Survey, Deploy, and Maintain a Multi-Site Licensed Microwave Backhaul system for a Southern California DWP**

Upgrade and deployment strategy for the City's migration from an existing unlicensed microwave system to a licensed microwave system. This included converting the Microwave backbone to licensed frequencies and Moseley equipment, as well as developing new sites with towers and path planning to incorporate and develop a stable and reliable ring topology. Modernized the SCADA system with the deployment of GE MDS Ethernet radios. Became the Wireless Services Provider beginning in 2012 including all maintenance and future strategies.

**Design, Survey, Deploy, and Maintain a Multi-Site Licensed SCADA System Upgrade Including Microwave Backbone for a California Water District**

Designed, surveyed, and installed a multi-site ring topology backbone to support a GE MDS iNET-II radio SCADA system. This included the migration from the unlicensed network to a licensed microwave system where new sites were developed requiring tower modification and topology design implementation. Ongoing support and consultation for future growth and maintenance.

**Designed, Surveyed, and installed a Microwave and SCADA System in the East Kern, Tule, Kaweah, and Bishop Creek Hydro-electric facilities, Southern California Edison**

Working closely with SCE Engineering staff, Jeff designed a SCADA system with microwave backhaul for several hydro-electric facilities in rugged difficult terrain. This system included radio surveys and the installation of radio equipment.

**Designed, Surveyed, and Installed a Citywide Licensed Microwave Private Network for a Kern County Financial Institution**

Complete system design including disguised towers and installations for densely populated areas. Licensed Microwave system using Telco Grade equipment with criteria of high reliability and efficiency at 99.999% availability. Deployed Aviat & Moseley equipment for over 19 sites creating a licensed microwave ring topology. Ongoing preventive maintenance and growth strategies.

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## CONTRACTOR

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### CONTACT

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Sacramento, CA 95672

### EDUCATION

**BACHELOR OF SCIENCE  
ELECTRICAL ENGINEERING**  
California State University, Sacramento

### TECHNICAL PROFICIENCIES

- PLC / HMI Programming & Software Development
  - Allen Bradley / Rockwell
  - Schenider / Modicon
  - Automation Direct / C-More
  - Phoenix Contact
  - TESCO
- Industrial Protocols
  - Ethernet/IP
  - DH+
  - DeviceNet
  - Profibus
  - Modbus/TCP
  - Modbus RTU

# ZACH MIETZ

**FIELD SERVICE  
TEAM LEAD**

### SUMMARY

8 Years of Experience in Automation Engineering and Commissioning in the Water/Wastewater and Semiconductor Industries.

### PERSONAL PROJECT EXPERIENCE

#### **Applied Materials - Centura ACP3 Servo Upgrade**

- Supported customer to plan out an appropriate upgrade path for the legacy servo motors
- Managed the process of taking the customers needs to the R&D team to develop custom engineering samples
- Set up servo motors on their test tool, which included wiring, parameter setup, and servo tuning
- Supported the customer through their testing and validating the updated servo motors including torque testing, vibration testing, and wafer process control

#### **City of San Mateo - WWTP Nutrient Removal and Wet Weather Expansion Project (GMP3)**

- Lead the project life cycle from a technical perspective as the systems integrator
- Create control strategies for the new headworks treatment facility at the City of San Mateo's Wastewater Treatment Plant
- Program 9 different process areas including screenings, BNR, and Bioactiflo
- Program PLC to integrate with various signals including hardwired I/O, Ethernet/IP communications to drives, and Profibus instrumentation
- Integrate various vendor control packages into overall plant control system
- Utilize Rockwell's Process Objects Library to provide customer with standardized object-oriented programming

## **PERSONAL PROJECT EXPERIENCE CONTINUED**

### **City of San Mateo – Immediate Action Project (IAP2)**

- Coordinate with the City of San Mateo to upgrade the entire control system for the existing Wastewater Treatment Plant
- Work closely with operations and design team to develop new controls and graphical standards for the plant
- Programmed 12 PLCs to control various processes such as Chemical Treatment, Aeration, and Solids Handling
- Worked with field team to commission new control system which consists of testing programming logic and HMI with live equipment, configuring drives, troubleshooting electrical issues, and training operations staff

## **RELEVANT WORK EXPERIENCE**

### **Panasonic Industrial Automation Business Division**

Field Application Engineer (2023-2024)

### **Tesco Controls, Inc.**

PLC Applications Engineering Supervisor (2021-2023)

### **Tesco Controls, Inc.**

PLC Applications Engineer (2017-2021)

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JESUS  
LOPEZ

Senior Field Service Technician

## CONTACT

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Sacramento, CA 95826

## EDUCATION

DeVry, Pomona, California A.S.

California State Polytechnic  
University, Pomona California

## TECHNICAL PROFICIENCIES

- Control Cabinet Installation & Demolition
- Experience performing Telemetry Testing & Validation
- Knowledge of Allen-Bradley PLCs & OITs; including programming, troubleshooting and system integration.
- Competent in calibrating industrial instruments to ensure precise measurements and optimal performance.

## SUMMARY

Results-driven Field Service Engineer with hands-on experience in the demolition and installation of control cabinets, wire termination, and performing loop checks. Skilled in telemetry testing and validation, with expertise in Allen-Bradley PLCs and OITs. Proficient in instrument calibration and providing operations training to ensure efficient system performance. Strong technical acumen and a commitment to delivering high-quality service in diverse industrial settings.

## PERSONAL PROJECT EXPERIENCE

### **City of Hobbs Potable Water SCADA System Replacement**

Startup and commissioning efforts for eight (8) RTU control cabinets. Efforts included:

- Demolition of old and installation of new control cabinet
- Wire termination
- Loop Checks
- Telemetry testing and validation

### **Ethos Energy**

Startup and commissioning efforts that included

- Allen-Bradley PLCs and OITs
- Instrument calibrations
- Operations training

## RELEVANT WORK EXPERIENCE

### **EOS Energy Enterprises**

Edison NJ (2023-2024)

### **CadBlue**

Los Angeles (2023)

### **Markem-Imaje A Dover Co.**

Los Angeles CA (2022-2023)

### **Diagraph an ITW Co.**

Los Angeles CA (2014-2021)

### **Loma-Lock, an ITW Co.**

Carol Stream IL (2012-2014)

### **Fuji Film, CES**

Cypress CA (2012-2012)



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# ALEXANDER VALDEZ

## Field Technician

### CONTACT

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Sacramento, CA 95826

### EDUCATION

#### ELECTRICAL TECHNOLOGY

Perry Technical Institute,  
Yakima WA

### TECHNICAL PROFICIENCIES

- Motor Controls & PLC
- Conduit Bending & Lighting Install
- Switch hookups

### SUMMARY

Skilled Field Service Engineer with expertise in RTU and UPS replacement services, telemetry communications troubleshooting, and repair. Proficient in the startup and commissioning of Modicon M340 RTUs. Strong problem-solving abilities, with a focus on ensuring system reliability and minimizing downtime. Experienced in providing efficient technical support and delivering high-quality service in complex industrial environments.

### PERSONAL PROJECT EXPERIENCE

#### San Gabriel Valley Water District

- Conducted a comprehensive system-wide assessment of the district's flow meters and control cabinets to develop an enhanced asset list for management and future system upgrades.
- Field data collection, internal documentation, and the creation of detailed reports to support asset management and planning efforts.

#### Trabuco Canyon Water District

WML-SID provided regular field activities for the District.

- Replacement services for RTUs (Remote Terminal Units) and UPS (Uninterruptible Power Supply) Systems
- Troubleshooting and repair of telemetry communication systems.
- Startup and commissioning of Modicon M340 RTU

### RELEVANT WORK EXPERIENCE

#### Hymas Farms

Mattawa WA (2020-2024)

#### Rosebud Vineyards

Mattawa WA (2020)

#### Northern Fuit

Mattawa WA (2019)

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# ALFONSO DUCREUX

ENGINEERING MANAGER

SI TECHNICAL SERVICES MANAGER

## CONTACT

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## EDUCATION

**B.S. ELECTRICAL ENGINEERING,  
SPECIALIZATION: POWER,  
CONTROLS AND COMPUTERS**

California State University of Los  
Angeles, CA - 2008

## CERTIFICATIONS

- AutoCAD Electrical - 2022

## TECHNICAL PROFICIENCIES

- Electrical Engineering Design and Installation for Water/Wastewater Treatment Systems, Power Generation Design, and Manufacturing of Electrical, Instrumentation & Controls Equipment

## SUMMARY

Experienced Senior Project and Electrical Engineer (BSEE) with proficiency in planning and leading multi-functional teams and contractors to complete short/long term project on schedule and within budget

## PROFESSIONAL EXPERIENCE

### Director of Engineering - TESCO Controls

- Manage a team of 50+ engineers, designers, drafters, and support staff who create electrical and industrial automation design for the water/wastewater industry.
- Set vision and direction of the organization based on company goals.
- Champion engineering best practices to ensure quality and client satisfaction.
- Maintain overall engineering initiatives.
- Develop training, standards, process improvements and tool upgrades to drive efficiencies to meet future industry demands.
- Promote development of client relationships on project and help engineering navigate technical issues within their project and the company.
- Collaborate with corporate/senior management on strategic decisions and initiatives.
- Drive quality improvements and monitor the quality of project deliverables.
- Confront and address performance/operational issues to improve efficiency.
- Lead and develop engineering team, including new hires, and existing employees.
- Focus on project schedules and timelines to keep projects on time and on target.
- Work with other departments and executive management to address corporate issues and initiatives for revenue improvement, billable hours tracking, productivity measurement, supply chain issues and quality improvements.
- Manage employees in the Sacramento, CA office as well as manage employees in our remote and out of state offices.
- Represent the company at industry events, and sales presentations.

# PROFESSIONAL EXPERIENCE

## Engineering Manager - TESCO Controls

- Supervising multi-functional teams and contractors on projects for water/wastewater treatment and critical infrastructure. Now managing 24 engineers at two sister companies.
- Strategic Planning, scope development, cost controls, risk management, constructability, scheduling, and resource allocation
- Involved in Several high-profile project (design-build automation, greenfield water/wastewater plants and remote station, system upgrades/legacy migration projects), including a large urban water treatment plant system upgrade to address increasing cybersecurity threats and end-of-life equipment, a massive rural wastewater reclamation project and functional life safety systems in the Century Freeway Tunnels, a highly traveled corridor to LAX and East County Advanced Water Purification Program in San Diego, California for the first surface water augmentation projects in the U.S to provide the region with water security for years to come.
- Responsible for managing the Electrical, Instrumentation and Controls Engineering Department

## SoCal Lead Engineer (On-site) - TESCO Controls

- Work with new leadership team on defining company Future state
- Work with team on developing, promoting, and improving Redline Tracking System tool (Production issues improvement) for Engineering Department
- Work with team on developing Engineering Costing Tool
- Work with Team on establishing an Engineering Work Breakdown Structure for new jobs.
- Work with Team on developing, promoting, and improving Bill of materials tool for Engineering Department. Serve as well as the main point-of contact for the tool
- Work with team on establishing process to address Long Lead materials releases to purchasing
- Work with Financial Institution (HIG) team on establishing an SOP to setting up Engineering for success Initiative (Front End Engineering)
- Oversee that SoCal Engineers are meeting Utilization rates expectations for the department
- Develop and train new Supervisor on roles and responsibilities
- Oversee project execution on Team jobs and contribute on weekly workload reviews of assignments
- Serve as the Project Tech Lead for 30+million jobs
- Ensuring that the Engineering design of the team stay on schedule while resolving staff issues
- Chosen for September 2022 Class of 2022 Engineering Leader under 40, by Control Engineering Magazine/CFE Media

# PROFESSIONAL EXPERIENCE

## **SoCal Lead Engineer (Hybrid) - TESCO Controls**

- Develop Training for the department on Production process and internal tools
- Implemented and drove execution of Instrumentation Application for the Engineering Department.
- Supported/coordinated Engineering onboarding training for new hires in the SoCal territory and implemented feedback system to improve tools, processes, and procedures.
- Develop and train new Supervisor on roles and responsibilities.
- Successfully serve as a coach and mentor for the Temecula engineering team on TESCO processes/procedures, technical/ non-technical guidance, and new engineering initiatives by our quality department.
- Support Lead Production Engineer on managing, scheduling, and executing Southern California Projects.
- Support Lead Production Engineer on leading Production meeting (as required) for the Engineering department.
- Make sure to provide comprehensive and good quality QC review to Support Supervisors on their team projects.
- Coordinating the Initial Planning meetings for new projects. (2021
- Develop other Engineering remote facilities Team to follow TESCO process and procedures.
- Work with finance company (HIG) on engineering initiatives (ex. long lead items process, working on developing procedure on how to prepare engineers for success and others).

## **Supervisor Project Engineer - TESCO Controls**

- Successfully serve mentor, coach, and supervisor for the Engineering team on processes/procedures, technical/non-technical guidance for 9 engineers
- Engineering initiatives for our quality department QC checklist initiates for upcoming Engineering team
- Oversee project execution on team job and contribute on workload review/assignments.
- Successfully complete design-built project exceeding customer satisfaction
- Solar analysis
- Strengthen relationship with design consultants and water agencies end users in So. California area to secure future company projects. Receive continuous positive feedback from End users on project success.
- Develop training needs internal/external plan for the Engineering Team and provided continues feedback to management on engineering remote office improvements.

# PROFESSIONAL EXPERIENCE

## **Sr. I&C Engineer - TESCO Controls**

- Field Investigations, determine customer requirement/ scope of work and gain experience in troubleshoots equipment.
- Create pump/motor control schematics and power sizing per customer requirements.
- Develop I/O lists and instrument lists per customer process requirements.
- Create power & control distribution designs (conduit sizing, wire sizing, tagging)
- Provide technical expertise to sales and marketing for bids and proposals for MCC, Switchgear, Service Entrance & ATS Design Experience
- Design MCCs containing VFDs, soft starters, motor controls, power monitors, panelboards.
- Design switchboards, switchgear & service entrance equipment per UL and EUSERC standards
- Calculate heating/cooling requirements for electrical equipment and select air conditioners, ventilation fans, heaters, enclosure insulation and sunshields as required.
- Gain VFD and Soft Starter Design Experience
- Select VFDs, create VFD wiring schematics and select VFD programming parameters.
- Select line/load reactors and/or dv/dt filters to mitigate VFD harmonics per IEEE-519
- Select soft starters, across-the-line starters, bypass contactors & overloads.
- Design Build projects
- Mentor new engineers in Wastewater, distribution (wells, Boosters Pump, Lift station and WW Treatment Stations
- Participated on Field Service Startups and testing.
- Resolve Technical Issues daily with the production floors, project managements, SCADA and programming working from a remote environment.
- Implemented instrumentation, Network & Telemetry, training for the department.
- Implemented tours on water & wastewater facilities.



## **RELEVANT WORK EXPERIENCE**

---

### **TESCO Controls, Inc.**

Director of Engineering (2023-2024)

Engineering Manager (2023)

SoCal Lead Engineer (2019-2023)

Supervisor Project Engineer (2017-2019)

Sr. I&C Engineer (2014-2017)

### **Luminant**

Sr. Electrical Project Engineer (2013-2014)

### **Southern California Edison**

Power, Instrumentation, and Control Engineer (2008-2013)

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# BRIAN DAMELIO

Electrical I&C Engineer

## CONTACT

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Temecula, CA 92590

## EDUCATION

**B.S., ELECTRICAL  
ENGINEERING**

California State University,  
Riverside

## TECHNICAL PROFICIENCIES

- Submittal and O&M Documentation
  - AutoCAD
  - Component & Product Determinations
  - Interconnection & Loop Diagrams
- Customized Test Plans
- Allen-Bradley
- Eaton
- Schneider Electric
- NEC
- UL508A
- OSHA
- ControlNet
- DeviceNet
- Ethernet I/P
- Modbus
- Profibus

## SUMMARY

10+ Years of Experience in Electrical Engineering, Motor Controls, PLC Control Systems, and Instrumentation for Industrial Water/Wastewater Projects

## PERSONAL PROJECT EXPERIENCE

### **Trabuco Canyon Water District PLC Upgrades Project**

Upgraded district-wide Rugid PLC system to Modicon M340. Worked closely with District personnel to understand site dependencies and potential design constraints.

### **Laguna Beach County Water District System PLC Upgrades, Standards Development & SCADA Integration**

Upgraded district-wide PLC system to Allen Bradley 1769. Worked closely with District personnel to create standard designs for PLC panel layouts and I/O signal arrangement to create better consistency across the system.

### **Coachella Valley Water District WRP 7 PLC Upgrade**

Upgraded water reclamation plant's PLC system to Emerson PACSystem. Consulted with District personnel to understand system and existing signals to incorporate into new PLC panels across the plant.

### **City of Encinitas Coast Highway 101 Sewer Pump Station Rehabilitation**

Designed custom Motor Control Center with Eaton SVX9000 VFDs, isolation contactors and bypass starters to control sewer wetwell pumps with both relay logic and a local PLC. Additionally, selected flow, level and pressure instrumentation to incorporate into the system.

## RELEVANT WORK EXPERIENCE

### **TESCO Controls, Inc.**

Engineering Manager (2023-2024)

## **RELEVANT WORK EXPERIENCE CONT.**

### **TESCO Controls, Inc.**

Supervising Project Engineer (2023)

### **TESCO Controls, Inc.**

Project Engineer (2015-2023)

### **TESCO Controls, Inc.**

Engineering Intern (2014-2015)

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BEN  
GREEN

AUTOMATION ENGINEER

ELECTRICAL & INSTRUMENTATION SPECIALIST

## CONTACT

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Sacramento, CA 95672

## EDUCATION

B.S., ELECTRICAL & ELECTRONIC  
ENGINEERING

California State University  
Sacramento, California

## TECHNICAL PROFICIENCIES

- Modicon
  - Modicon Momentum
- Allen-Bradley
  - SLC
  - MicroLogix PLC platform
  - Micro8800
  - ControlLogix CompactLogix
  - PanelView
  - FactoryTalk View ME
- Value Engineering & Design Review
- Customized Test Plans

## SUMMARY

5+ Years of Experience in Programming of Switchgear, Motor Controls, PLC Control Systems and Instrumentation for Industrial Water/Wastewater Projects

## PERSONAL PROJECT EXPERIENCE

**San Francisco Public Utilities Commission (SFPUC)**

**Recycled Water Treatment Facility**

Gained experience in leading and executing an advanced water filtration project within the water/wastewater industry. Demonstrated expertise in programming and integrating advanced water filtration systems incorporating microfiltration, reverse osmosis, decarbonation, chemical disinfection, and UV disinfection. Guided a team of programmers to author the PLC program and communication routines as well as configure the Modicon M580 PLC and remote I/O panels to seamlessly control water filtration processes. Proficient in integrating Magelis touchscreens and Modicon M580 with the customer DCS monitoring and control systems for enhanced operational efficiency. Adept at coordinating communication and control between vendor and plant PLCs, ensuring optimal performance and full control over water filtration processes. Skilled in programming and controlling Rockwell PowerFlex 755 drives via Ethernet Communications and Modbus TCP protocol. Additionally, adept in configuring and programming chemical feed processes for advanced water purification on a Modbus TCP/Profibus network.

## **PERSONAL PROJECT EXPERIENCE CONTINUED**

### **Jefferson Parrish Department of Sewerage Rosethorne Wastewater Treatment Plant**

Led a team of two programmers in the successful implementation of a small-scale wastewater treatment facility utilizing a sequence batch reactor process, achieving a plant treatment and process flow of up to 2.0 MGD. Treatment processes include sludge thickening through low-speed vortex mixing, supernatant removal and treatment, aerobic and anaerobic digestion, and chemical disinfection. Developed innovative control strategies and comprehensive documentation to enable continuous online processing of wastewater through a robust duplex reactor control scheme. Oversaw the development, quality assurance, and seamless implementation of PLC and HMI touchscreen programs, ensuring optimal performance and reliability of the control system. Collaborated closely with designers and stakeholders, ensuring the highest standards of quality, accuracy, and dependability in the control system.

## **RELEVANT WORK EXPERIENCE**

### **TESCO Controls, Inc.**

PLC Applications Supervisor (2018-2023)

### **Brown and Caldwell**

Junior Design Engineer (2017-2018)

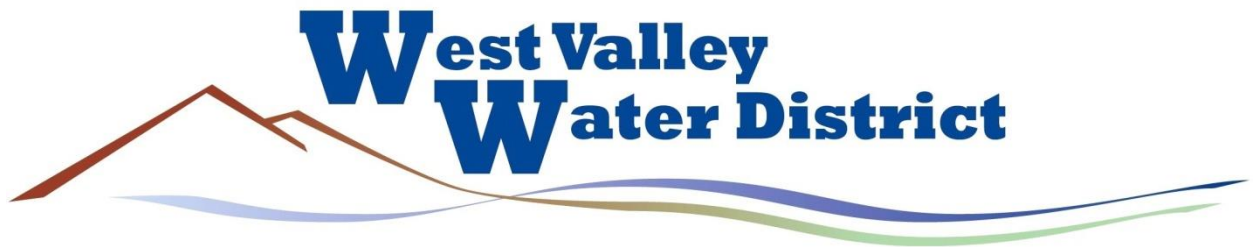




# APPENDIX

## PROFESSIONAL SERVICES AGREEMENT





# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***



## TABLE OF CONTENTS

	Page
Section 1. Term of Agreement .....	1
Section 2. Scope and Performance of Services .....	1
Section 3. Additional Services and Changes in Services .....	3
Section 4. Familiarity with Services and Site .....	3
Section 5. Compensation and Payment .....	4
Section 6. Required Documentation prior to Performance .....	5
Section 7. Project Documents .....	5
Section 8. Consultant's Books and Records .....	5
Section 9. Status of Consultant .....	6
Section 10. Compliance with Applicable Laws .....	7
Section 11. Conflicts of Interest.....	8
Section 12. Confidential Information; Release of Information.....	8
Section 13. Indemnification .....	9
Section 14. Insurance.....	10
Section 15. Assignment.....	10
Section 16. Termination of Agreement.....	11
Section 17. Notices .....	11
Section 18. General Provisions .....	12
Exhibit "A" Task Order	
Exhibit "B" Key Personnel	
Exhibit "C" Insurance	

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date") is by and between West Valley Water District ("District") and \_\_\_\_\_ ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

### **RECITALS**

**A.** The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### **Section 1. Term of Agreement.**

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

(c) If a Task Order (as defined herein) is in effect at the expiration of the term of this Agreement, the term of this Agreement will automatically extend until Consultant completes the services under said Task Order, or until the Agreement is otherwise terminated, as set forth herein.

#### **Section 2. Scope and Performance of Services.**

**2.1** (a) District may, from time to time, by written instructions from the District's General Manager or Assistant General Manager, or their designee, ("Authorized Representative") issue task orders ("Task Orders") to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit "A" attached hereto and by this reference incorporated herein. The Task Order shall set forth: (1) the scope of services to be performed by Consultant; (2) the compensation to be paid to Consultant; and (3) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel"). Consultant shall not substitute or remove Key Personnel without the prior written consent of District.
- 2.4** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its services, as more particularly described in this Agreement and each Task Order in accordance with generally accepted professional practices and current standards of care and diligence normally practiced by members of the profession currently practicing under conditions of a similar nature. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- 2.5** Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force



Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay. Notwithstanding the foregoing, District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### **Section 3. Additional Services and Changes in Services**

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders unless such additional services are authorized in advance and in writing by District.
- 3.2** If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

### **Section 4. Familiarity with Services and Site.**

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
  - (a) investigate and consider the services to be performed;
  - (b) carefully consider how and within what time frame the services should be performed;

- (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
- (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order and maintain all required licenses during the performance of such Task Order.

**4.2** If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

## **Section 5. Compensation and Payment.**

- 5.1** In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of the Task Orders. Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Consultant shall furnish District monthly with an original invoice for all services performed and expenses incurred under a Task Order during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement and the Task Order. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

**Section 6. Required Documentation Prior to Performance.**

- 6.1 Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
  - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

**Section 7. Project Documents.**

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

**Section 8. Consultant's Books and Records.**

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or

records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.

- 8.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

## **Section 9. Status of Consultant.**

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in

any manner officials, officers, employees or agents of District.

- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

**Section 10. Compliance with Applicable Laws and California Labor Code.**

- 10.1** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.
- 10.2** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its 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. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- 10.3** If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance



requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

## **Section 11. Conflicts of Interest.**

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

## **Section 12. Confidential Information; Release of Information.**

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena,

notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

### **Section 13. Indemnification.**

**13.1** Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the sole negligence or intentional acts of District or its Representatives (as solely defined below).

**13.2** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the services covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the services provided under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives ; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the Claim and charge all of the direct or incidental costs of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

**13.3** If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

#### **Section 14. Insurance.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit "C." All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

#### **Section 15. Assignment.**

**15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which said approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

## **Section 16. Termination of Agreement.**

- 16.1** District may terminate this Agreement, with or without cause, at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession, including, but not limited to, Project Documents must be returned to District immediately. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. If said termination occurs prior to completion of any Task Order for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such Task Order completed but not paid prior to said termination.
- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

## **Section 17. Notices.**

- 17.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District:                West Valley Water District  
                                    855 West Base Line Road  
                                    P. O. Box 920  
                                    Rialto, CA 92377  
                                    Attention: General Manager

                                    (Tel.) 909-875-1804  
                                    (Fax) 909-875-1849

To Consultant:            (Add Vendor Name)  
                                    Attention: \_\_\_\_\_  
                                    Address: \_\_\_\_\_  
                                    Phone Number: \_\_\_\_\_  
                                    Email: \_\_\_\_\_

**\*\* Please send all invoices by:**

**Email:** [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)

or

*Mail: West Valley Water District  
Accounts Payable  
P.O. Box 190  
Rialto, CA 92377*

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

#### **Section 18. General Provisions.**

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement and all attachments contain the entire, complete, final and exclusive agreement and understanding of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.



- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

***[SIGNATURES APPEAR ON FOLLOWING PAGE]***

**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE WEST VALLEY WATER DISTRICT  
AND [\*\*\*INSERT NAME\*\*\*]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

**DISTRICT:**

**WEST VALLEY WATER DISTRICT,  
a public agency of the State of California**

By \_\_\_\_\_  
Gregory Young, President

By \_\_\_\_\_  
John Thiel, General Manager

By \_\_\_\_\_  
Elvia Dominguez, Board Secretary

**CONSULTANT:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**TASK ORDER NO.   1**

This Task Order ("Task Order") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between West Valley Water District, a public agency of the State of California ("District") and \_\_\_\_\_ ("Consultant").

**RECITALS**

- A. On or about \_\_\_\_\_, 2024 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

**NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:**

- 1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Task Order to be executed effective as of the day and year first above written.

**DISTRICT:**

**WEST VALLEY WATER DISTRICT,  
a public agency of the State of California**

\_\_\_\_\_  
John Thiel, General Manager

\_\_\_\_\_  
Board Secretary

**CONSULTANT:**

**Vendor Name Here**\_\_\_\_\_

By\_\_\_\_\_

Name\_\_\_\_\_

Its\_\_\_\_\_

**EXHIBIT “1”**  
**TO**  
**TASK ORDER NO. 1**  
**SCOPE OF SERVICES**



**EXHIBIT “2”**

**TO**

**TASK ORDER NO. 1**

**COMPENSATION**

**EXHIBIT “3”**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

## **EXHIBIT B**

### **KEY PERSONNEL**

Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

**[INSERT]**

**EXHIBIT C**  
**INSURANCE**

## INSURANCE

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement

- B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.
- C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.
- D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.



- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.



Since our inception in 1945 in the Central California oil fields of Avenal, W. M. Lyles Co. has evolved into a dynamic and multifaceted environmental construction company, executing projects across the western United States. Our journey began with traditional pipeline construction, and over the decades, we have expanded our expertise to encompass a wide array of construction activities related to water, wastewater, and sustainable project initiatives.

The addition of our Systems Integration Division marks a significant milestone in our growth by empowering us to self-perform critical aspects of our infrastructure projects, enhancing our ability to deliver seamless and efficient solutions, including but not limited to Design and Implementation of Control Systems, PLC Programming, Instrumentation and Control, Network and Communication Systems, System Integration and Testing, and Cybersecurity. By leveraging our in-house expertise, we ensure precision and control over every aspect of your project, resulting in seamless communication and a superior outcome.

With a legacy of excellence and innovation, W. M. Lyles Co., System Integration Division continues to set new standards in the construction industry, consistently delivering projects that prioritize safety and exceed expectations.

**W. M. LYLES CO.**

CONTRACTOR

Since 1945

*Progress Through Performance®*

SYSTEM INTEGRATION DIVISION





## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** Joanne Chan, Director of Operations  
**SUBJECT:** Oliver P. Roemer Water Treatment Plant Filter Media Replacement and Coating Project

---

### **MEETING HISTORY:**

1/29/25 Engineering, Operations and Planning Committee

### **BACKGROUND:**

The Oliver P. Roemer Water Treatment (Roemer) Plant has six identical package treatment units called Trident Filters. Each Trident Filter has a design flow of 2.4 million gallons per day and consists of an upflow contact clarifier followed by a multi-media gravity filter. The adsorption clarification process has been rated as equivalent to the flocculation-sedimentation process. Water flows up through about four feet of proprietary plastic beads, producing flocculation, settling, and removal of some suspended solids. From there, the water overflows into the multi-media filters. Beneath each filter is an underdrain system that takes the filtered water to the contact basin for disinfection and then to the distribution system.

On top of the underdrain is a multi-media filter bed. The bed contains three layers of media consisting of anthracite coal, sand, and garnet, with a supporting layer of gravel at the bottom. These are the media of choice because of the differences in size and density. The larger, lighter anthracite coal is on top and the heavier, smaller garnet remains on the bottom. The filter media arrangement allows the largest dirt particles to be removed near the top of the media bed with the smaller dirt particles being retained deeper and deeper into the media. This allows the entire bed to act as a filter allowing much longer filter run times between backwashing and more efficient particulate removal.

The interior coating, clarifier plastic media, and multi-media filter bed in Filter No. 5 are over 10 years old and have met their life expectancy. The filter is not equipped with an air scour system like the new filters being constructed as part of the plant expansion project. A new air scour system will also be installed in the filter to work above the filter gravel pack which would give the media a thorough wash during backwashing. The goal is to have the filter rehabilitated during winter when the water demand is at its lowest since the filter needs to be taken out of service. A large vacuum truck is used to take out all the old materials and expose the underdrain system for inspection and any repairs. The entire filter is then power washed, sandblasted and coated in preparation for installation of a new air scour system and new media. The coating material is NSF 600 approved for potable water.

### **DISCUSSION:**

On November 4, 2024, a Request for Bids (RFB) was issued and publicly advertised on PlanetBids. The RFB included removal, packaging and disposal of existing media, removal of existing interior coating with abrasive blast methods, recoat with approved epoxy coating, and supply and installation of a new air scour system and new media. Attached as **Exhibit A** is the project information and scope of work. One (1) firm – ERS Industrial Services, Inc. – submitted a bid of **\$563,470.00** to provide the specified services. Based on information received from ERS, ERS is a responsible responsive bidder for this project. ERS had completed multiple filter rehabilitation projects successfully at the Roemer plant in the past.

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2024/25 Capital Budget and will be funded from project no. W25011 titled “Roemer Filter No. 5 Rehabilitation” with a budget of \$650,000.00.

**REQUESTED ACTION:**

Approve an agreement with ERS Industrial Services, Inc. in the amount of \$563,470.00 for the Oliver P. Roemer Filter Media Replacement and Coating Project.

**Attachments**

[Exhibit A - Project Information and Scope of Work.pdf](#)

## EXHIBIT A



## **Water Treatment Facility Filter Media Replacement and Coating Project**

### **PROJECT INFORMATION:**

The West Valley Water District (“District”) is seeking the services of a qualified, experienced contractor to furnish all labor, material and equipment, perform and complete all work required for the Water Treatment Facility Filter Media Replacement and Coating Project.

### **PROJECT DESCRIPTION**

The work to be performed shall consist of furnishing all tools, equipment, materials, labor, transportation services, fuel, communications, and performing all work and related operations required for the fulfillment of this project in strict accordance with these specifications. The work shall be completed, and all work, materials, and services not expressly outlined or shown in these specifications which may be necessary for the complete and proper installation and/or operation of the work shall be provided by the contractor as indicated and at no increase in cost to the District. The contractor is expected to provide all materials and services that will fulfill or exceed the requirements and conditions as set forth in these specifications.

This is a turn-key project. **One (1) Trident Filter, No. 5, needs recoating and new filter and clarifier media.**

The service includes removal, packaging and disposal of existing filter and clarifier media and installation of new media for one (1) Trident Filter, per design. Contractor is expected to repair or replace existing underdrains as needed.

The service includes the following recommended Sherwin Williams Steel preparation and coating system: SSPC-SP10 Near-White Blast Cleaning, apply finish coat – Sherwin Williams Sherplate PW Epoxy @ 30-45 mils DFT for one (1) Trident Filter. The coating material must be NSF 600 approved for potable water and meet new AWWA D102 standards.

### **SCOPE OF WORK**

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District’s goals and objectives.

This section covers removing and disposing existing media and furnishing and installing support gravel and multimedia filter media for the 1 filter at the Oliver P. Roemer Water Treatment Plant. Filter media shall be furnished and installed in the filter as indicated on the drawings, as specified, and as required to provide a properly operating filter installation acceptable to the District.

If a vacuum truck is used to remove filter media, it must be parked outside the filter plant and the vacuum hose or pipe must be able to go up the stairs and down to the floor of the filter bed—100 feet from the filter to the access door.

Removal of existing interior coating and recoat work on the Oliver P. Roemer Trident Filter No. 5. The coating material must be NSF 600 approved for potable water and meet new AWWA D102 and AWWA C210 standards. The District recommends SherPlate PW Epoxy. Full containment, environmental control, and protection of underdrains throughout the coatings process.

Fabricate and install 304 or 316 stainless-steel 8-inch diameter air scour grid system with diffusers by WESTECH or approved equivalent in (1) Filter Bay for future use. Air scour should deliver 2-3.4 scfm per square foot @ 5-7 psi max uniformly throughout the filter including the spool piece must be stainless steel and welded thru tanks prior to coating. The system shall be installed and tested by the firm and approved by the District.

Filter media shall not be installed until testing, by others or District staff, of the filter box for water tightness, repair of leaks, and concrete damp proofing inside the filter box has been completed.

The installation of media shall be under the direct supervision and control of a competent and experienced field representative employed by the media supplier and acceptable to the District.

The filter is a tri-media gravity filter. It is 28 by 10 by 10 feet steel structures. The launder is 40 inches above the media. The filter includes an underdrain system, filter media, and the following piping: inlet and outlet pipes, backwash, surface wash, and wash water disposal piping. Filter media consists of anthracite coal, sand, and garnet over a layer of support gravel. The following table summarizes the design parameters of the filter:

Filtration Rate: 6 gpm/Sq. Ft. Maximum Filter Underdrain – Pipe: Schedule 80 PVC

Material	Size Range (mm)	Specific Gravity	Hardness (Mohs scale)	Specified (Inches)
Filter Profile Dual Media Anthracite	1.0-3.0	1.5-1.8	3	18
Silica Sand	0.45-0.50	2.6	7	9
Garnet	0.20-0.40	3.1-4.4	6.5-7.5	6
Media Support Gravel	1.0-50	2.6	7	12

Supply and install new Clarifier plastic media 50/50 Mix, new air nozzles and new gaskets.

Reinstall Filter internal piping.



Placement shall comply with AWWA B100, except as modified herein. Support gravel or media which becomes dirty or contaminated shall be removed and replaced with clean material.

The bottom layer shall be carefully placed to avoid damaged to the nozzle underdrain system. Each layer shall be completed before starting the layer above. For materials less than ½ inch in size, workmen shall not stand or walk directly on the media, but on boards which will sustain their weight without displacing the media.

Each layer of filter media shall be deposited by means of a tremie system to a uniform thickness, with the top surface screeded or otherwise brought to a true level plane. Care shall be taken in depositing each layer not to damage the quality or integrity of the media or to disturb the level surface of the layer beneath. The correct thickness of each layer shall be determined by screeding each layer to a continuous level line on the side of the filter box. The layer shall then be leveled with a water surface maintained at the appropriate elevation mark.

### **INTERRUPTION OF SERVICES**

Interruptions to any services for the purposes of making or breaking a connection shall be made only after consulting with the District and shall be at such time and of such duration as may be directed.

### **SEQUENCE OF CONSTRUCTION OPERATIONS**

Before starting construction operations, Contractor shall confer with the District arrange the sequence of the construction operations.

### **HOURS OF WORK**

Contractor shall submit an approved work schedule prior to starting related work.

### **EVALUATION PROCESS AND SELECTION CRITERIA**

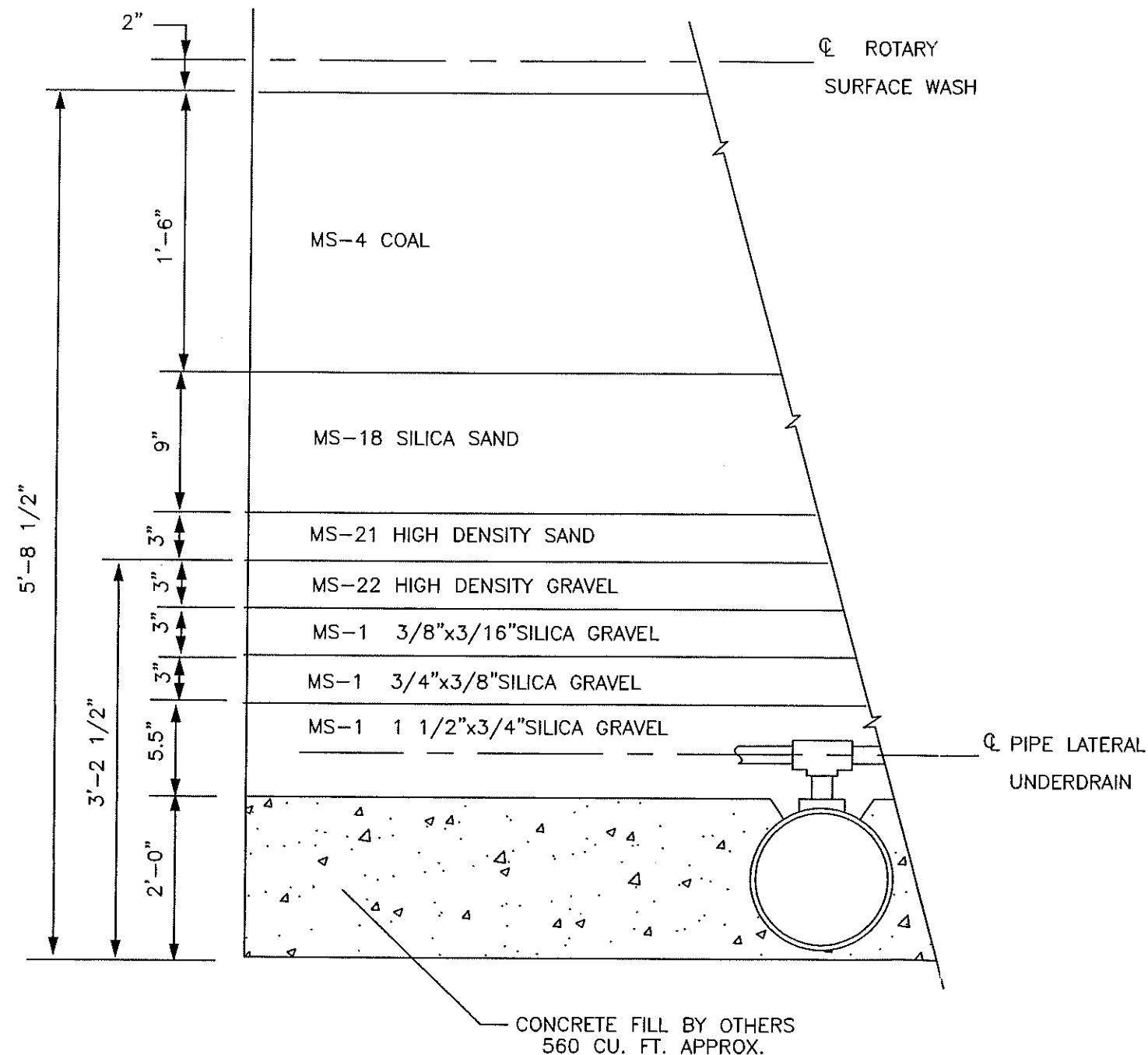
The District's evaluation and selection process is based upon meeting all requirements listed above. to the District. **The district reserves the right to award project to the lowest responsible responsive bidder.**

### **ATTACHMENTS**

Attachment A – Trident Water Systems Filter Media Design – Model

Attachment B – Air scour grid system Design - Model

## **ATTACHMENT A**



B.O.M. QUANTITIES ARE FOR ONE TANK ONLY	
B.O.M. NUMBER	L4C-1A
UNIT DESIGNATION	1/2TR-840A
BED AREA (SQ. FT. EACH FILTER)	280
VOLUME OF UNDERDRAIN HEADER WITHIN THE CONCRETE FILL (CU.FT.)	56
VOLUME OF UNDERDRAIN WITHIN THE 1 1/2"x3/4" MS-1 LAYER (FT <sup>3</sup> )	12
BACKWASH RATE AT 60° F. (SEE NOTE 5)	15 GPM/FT <sup>2</sup>
BACKWASH FLOW AT 60° F	4200 GPM
MEDIA PLACEMENT WATER QUANTITY REQ'D AT 60° F	100,000 GAL./TANK

NOTES:

- 1A FILTER MEDIA AND GRAVEL BAGS MUST BE PROTECTED FROM THE WEATHER AND STACKED NOT MORE THAN 5(FIVE) HIGH TO PRECLUDE BREAKAGE.
- 1B WHEN BULK SHIPMENT IS USED, FILTER MEDIA AND GRAVEL MUST BE PROTECTED FROM THE WEATHER AND COVERED TO PREVENT WIND-BLOWN LOSS.
- 2 DURING MEDIA PLACEMENT, APPROXIMATELY TWO BACKWASH AND SKIMMING OPERATIONS WILL BE REQUIRED. EACH BACKWASH WILL BE ABOUT 10 MINUTES DURATION.
- 3 FILTER MEDIA AND GRAVEL PLACEMENT MUST BE DONE UNDER CPC TECHNICAL DIRECTION AFTER ALL ELECTRICAL, HYDRAULIC AND CONTROL SYSTEMS ARE INSTALLED AND/OR REPAIRED AND OPERABLE PRIOR TO ARRIVAL OF TECHNICAL DIRECTOR.
- 4 PLACEMENT TOLERANCE:  
THE FOLLOWING TOLERANCES SHALL APPLY TO MEDIA AND GRAVEL PLACEMENT.

1-1/2" LAYERS	± 1/4"
3" LAYERS	± 1/2"
9" & DEEPER	± 1"
FINISHED GRAVEL DEPTH	± 1"
FINISHED FILTER BED	± 1"
- ALL LAYERS OF MEDIA AND GRAVEL TO BE LEVEL IN ACCORDANCE WITH CPC MEDIA AND GRAVEL PLACEMENT SPECIFICATIONS.
- 5 THIS RATE FOR BACKWASH DURING MEDIA PLACEMENT AND DOES NOT INCLUDE SURFACE WASH FLOW RATE OF APPROXIMATELY .75 TO 2.0 GPM/SQ.FT. TOTAL RISE RATE WITH SURFACE WASH ON AFTER MEDIA PLACEMENT APPROXIMATELY 27 IN./MIN.
- 6 FILTER GUARANTEE REQUIRES CPC TECHNICAL DIRECTION DURING MEDIA PLACEMENT.

[illegible]

## **ATTACHMENT B**

1. A STAR DENOTES VARIANCE FROM CONTRACT DOCUMENTS AND SHOULD BE PARTICULARLY NOTED. ★
2. CONTRACTOR TO VERIFY OR SUPPLY ALL DIMENSIONS SHOWN IN CLOUDS. ☁
3. DIMENSIONS, LOADS, AND OTHER INFORMATION ARE PROVIDED FOR CONFIRMATION BY OTHERS OF  
△ POSITION AND INTERFACE BETWEEN NEW OR EXISTING CONCRETE, EQUIPMENT, PLANT STRUCTURE, OTHER SYSTEMS AND APPURTENANCES AS SHOWN ON THE GENERAL ARRANGEMENT DRAWINGS.
4. SUBMITTED DRAWINGS AND INFORMATION ARE NOT TO BE USED FOR CONSTRUCTION OR INSTALLATION PURPOSES UNTIL CUSTOMER APPROVAL HAS BEEN ISSUED. WESTECH WILL NOT PROCEED WITH FABRICATION OR DELIVERY UNTIL SUCH APPROVAL IS RECEIVED.
5. WESTECH IS NOT RESPONSIBLE FOR NEW OR EXISTING CONCRETE DESIGN, INCLUDING NECESSARY  
△ REINFORCEMENT FOR ANCHOR BOLTS, UNLESS SPECIFICALLY INDICATED OTHERWISE. THE SUITABILITY OF NEW OR EXISTING CONCRETE, EQUIPMENT, TANKAGE, OR STRUCTURES TO WITHSTAND THE DESIGN LOADS AT THE INTERFACE OF WESTECH'S EQUIPMENT IS TO BE DEFINED, CONFIRMED OR OTHERWISE PROVIDED BY OTHERS.
6. WESTECH IS NOT RESPONSIBLE FOR DAMAGE, INJURY OR LOSS RESULTING FROM IMPROPER USE OF THIS EQUIPMENT.
7. MODIFICATIONS, ADDITIONS OR CORRECTIONS TO THE APPROVED EQUIPMENT WILL NOT BE ACCEPTED BY WESTECH, UNLESS A CHANGE ORDER IS ISSUED AND APPROVED.
8. ROTATING EQUIPMENT IS DESIGNED TO OPERATE ONLY IN THE INDICATED DIRECTION. WESTECH IS NOT RESPONSIBLE FOR DAMAGE IF OPERATED IN THE OPPOSITE DIRECTION.
9. WESTECH DOES NOT FURNISH CONCRETE, GROUT, CONCRETE REINFORCING, PIPING, VALVES, PIPE SUPPORTS OR FITTINGS, WALL BRACKETS, ELECTRICAL WIRING, CONDUIT, ELECTRICAL EQUIPMENT, ERECTION, INSTALLATION, FIELD ASSEMBLY, SHIMMING MATERIALS, CAULK OR MASTIC, FIELD PAINTING OR PAINT, FIELD WELDING OR WELD ROD, WATER FOR TESTING, GREASE, ANTI-SEIZE OR LUBRICATING OIL, UNLESS SPECIFICALLY NOTED.
10. SHOP SURFACE PREPARATION AND SHOP PAINTING OF PRIME COATS ARE DESIGNED TO PROVIDE ONLY A MINIMAL PROTECTION FROM TIME OF APPLICATION PER THE COATING MANUFACTURER'S DATA SHEET. WESTECH DOES NOT GUARANTEE CONDITION OF PREPARED OR PAINTED ITEMS ONCE THE ITEMS LEAVE THE SHOP. CUSTOMER SHOP INSPECTION OF PAINTED ITEMS IS WELCOME TO VERIFY APPLICATION. ALL FIELD SURFACE PREPARATION, FIELD PAINT, TOUCH-UP, AND REPAIR TO SHOP PAINTED SURFACES ARE NOT BY WESTECH. RESPONSIBILITY FOR COMPATIBILITY OF SHOP AND FIELD APPLIED COATINGS IS BY OTHERS.
11. DOCUMENTS DEFINING WESTECH SUPPLIED SURFACE PREPARATION AND SHOP/FIELD PAINT SPECIFICATIONS ARE SUBMITTED WITH THE GENERAL ARRANGEMENT DRAWINGS AND WILL INCLUDE COATING DATA SHEET(S) AND/OR A STAINLESS-STEEL CLEANING GRADE SHEET AND FINISH LEVEL SHEET.
12. WHERE APPLICABLE, ANCHOR BOLT DETAILS ARE SHOWN ON JOB-SPECIFIC DRAWINGS AND SHALL CONFORM TO ONE OR MORE OF THE FOLLOWING SPECIFICATIONS:

• CARBON STEEL HEADED OR ALL-THREAD ROD - ASTM F1554, GRADE 36, GRADE 55, OR GRADE 105

• STAINLESS STEEL HEADED OR ALL-THREAD ROD - ASTM F593, ASTM A193

• ADHESIVE ANCHORS SHALL MEET THE REQUIREMENTS OF ASTM E1512 AND SHALL HAVE A PUBLISHED ICC/ES REPORT.

• WEDGE ANCHORS SHALL HAVE A PUBLISHED ICC/ES REPORT.
13. MATERIALS AND COATINGS OF FASTENERS ARE IDENTIFIED ON JOB-SPECIFIC GENERAL ARRANGEMENT DRAWINGS. BOLTS SHALL CONFORM TO ONE OR MORE OF THE FOLLOWING SPECIFICATIONS WITH DIMENSIONS PER ASME B18.2.1 AND B18.2.2:

- CARBON STEEL - ASTM F3125, GRADE A325, GRADE A490; ASTM A307 GRADE A
- STAINLESS STEEL - AISI TYPE 304 OR 316
- STAINLESS STEEL - ASTM F593/F593M (GENERAL PURPOSE)
- STAINLESS STEEL - ASTM A193 GRADE B8 (304), GRADE B8M (316) (HIGH PRESSURE, HIGH TEMPERATURE)

C	ADDED TO NOTES 3 & 5, "BY OTHERS", "NEW OR EXISTING", "OTHERWISE. THE SUITABILITY OF NEW OR EXISTING....", B429/B429M WAS B429/B428M	---	WH17	TO02	2022/10/11
B	ADD NOTE 15, ADD BEND NOTE UNDER 14.A (LAST BULLET), ADD "ASME STAMPED" & "OR SECTION X" TO NOTE 14E	---	WH17	ARS/ST14	2021/04/12
A	REMOVED "SEE 10.B.2" FROM END OF 14.B BULLET POINT 9	---	WH17	ARS/ST14	2020/11/24
REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE

14. THE FOLLOWING DEFINES THE ACCEPTABLE MATERIALS USED FOR WESTECH SUPPLIED EQUIPMENT AS SPECIFIED AND SHOWN ON THE GENERAL ARRANGEMENT DRAWINGS. ANY MATERIAL OR ITEMS NOT INCLUDED HERE SHALL BE CLEARLY SPECIFIED ON THE GENERAL ARRANGEMENT DRAWINGS.

A. CARBON STEEL SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:

- STEEL SHAPES W, WT - ASTM A992/A992M
- STEEL SHAPES M, MT, S, ST, C, MC, L - ASTM A36/A36M
- STEEL PLATES AND BARS - ASTM A36/A36M; A572/A572M GRADE 50; A529/A529M
- STEEL SHAPE HP - ASTM A572/A572M GRADE 50
- STEEL PIPE - ASTM A53/A53M GRADE B, ASTM 106/A106M, API 5L
- HOLLOW STRUCTURAL SECTIONS (HSS), ROUND, SQUARE, RECTANGULAR - ASTM A500/A500M GRADE C; A1085/A1085M
- SHEETS - A1011/A1011M
- PIPE FITTINGS - ASTM A234/A234M; ASME B16.11
- ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.1 CODE OR ASME BPVC SECTION IX.
- ALL SUBMERGED STRUCTURAL STEEL MEMBERS SHALL HAVE A MINIMUM 1/4" THICKNESS UNLESS NOTED OTHERWISE.
- SOME SHAPES MAY BE FORMED BY BENDING AND/OR WELDING. △B

B. STAINLESS STEEL SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:

- AUSTENITIC BARS, ROUND AND SQUARES, AND HOT ROLLED EXTRUDED SHAPES SUCH AS ANGLES, TEES, AND CHANNELS - ASTM A276; ASTM A484/A484M; ASTM A564/A564M
- AUSTENITIC LASER-FUSED BARS, PLATES, ANGLES, TEES, CHANNELS, AND W SHAPES - ASTM A1069/A1069M
- AUSTENITIC PLATES, SHEETS, STRIPS - ASTM A240/A240M; ASTM A480/A480M
- AUSTENITIC PIPES - ASTM A312/A312M
- AUSTENITIC HOLLOW STRUCTURAL SHAPES (HSS), ROUND, SQUARE, RECTANGULAR - ASTM A554
- PIPE FITTINGS - ASTM A182; ASME SA 182; ASME B16.11
- DUPLEX PLATES, SHEETS, STRIPS - ASTM A240/A240M; ASTM A480/A480M
- DUPLEX PIPES - ASTM A790/A790M
- DUPLEX HOLLOW STRUCTURAL SHAPES - MADE FROM PLATE △A
- ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.6 CODE OR ASME BPVC SECTION IX.
- SOME SHAPES MAY BE FORMED BY BENDING AND/OR WELDING.

C. ALUMINUM SHALL MEET THE FOLLOWING SPECIFICATIONS AND REQUIREMENTS:

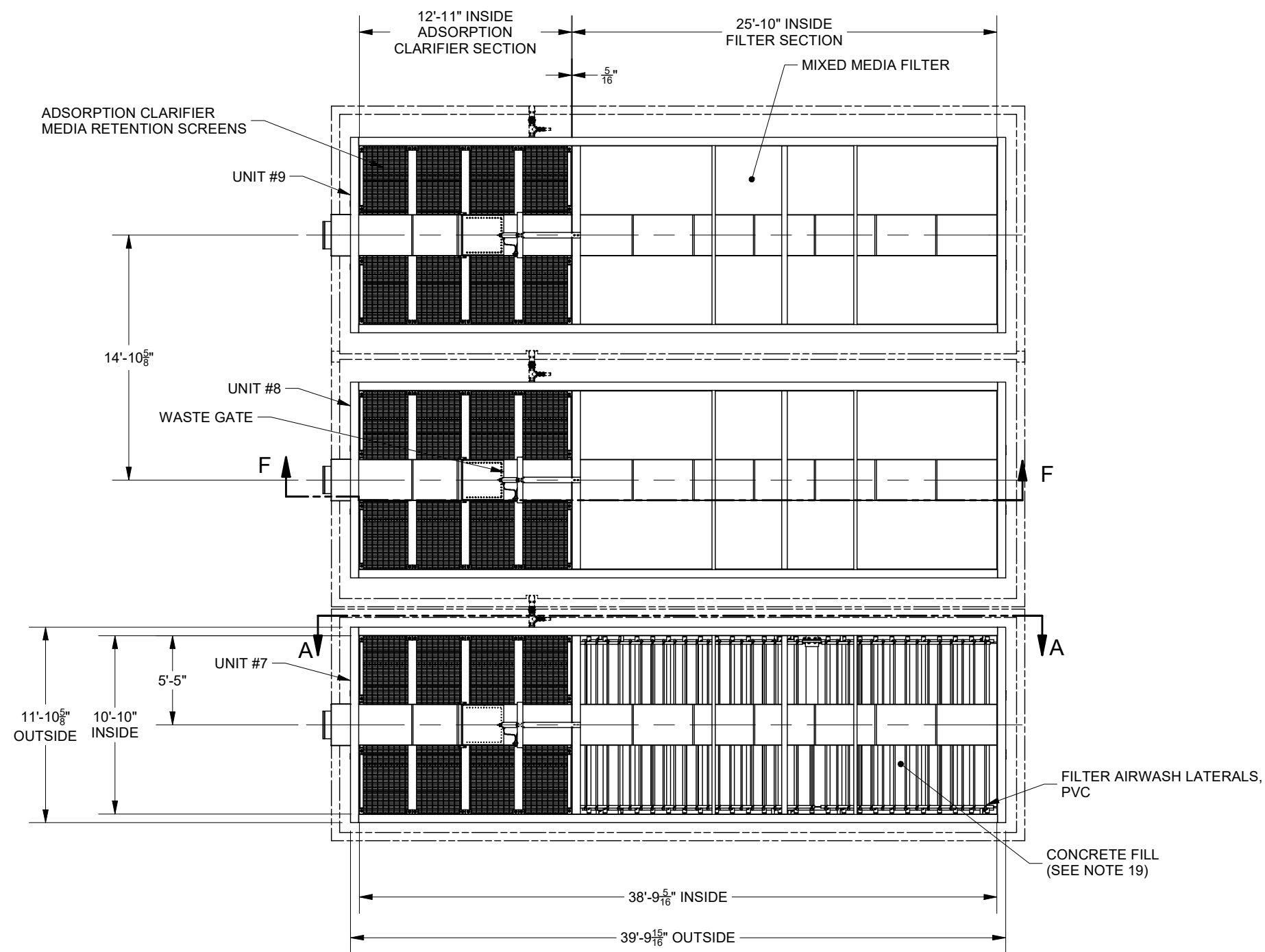
- EXTRUDED BARS, RODS, WIRE, STRUCTURAL PROFILES AND TUBES - ASTM B221/B221M
- STANDARD STRUCTURAL PROFILES - ASTM B308/B308M (FOR ALLOY 6061-T6 ONLY)
- PLATE AND SHEET - ASTM B209/B209M
- DRAWN SEAMLESS TUBE - ASTM B210/B210M; ASTM B483/B483M
- EXTRUDED SEAMLESS TUBE AND PIPE - ASTM B241/B241M; B429/B429M △C
- PIPE FITTINGS - ASTM B361
- ALL WELDING SHALL CONFORM TO THE LATEST AWS D1.2 CODE.
- SOME SHAPES MAY BE FORMED BY BENDING AND/OR WELDING.

D. TANK MATERIALS SHALL CONFORM TO THE SPECIFICATIONS IN API 650 OR AWWA D100 AS NOTED ON THE GENERAL ARRANGEMENT DRAWINGS. SPECIFIED MATERIALS ARE SHOWN ON THE GENERAL ARRANGEMENT DRAWINGS. ALL WELDING SHALL CONFORM TO THE ASME BPVC - SECTION IX.

△B E. ASME STAMPED PRESSURE VESSELS SHALL CONFORM TO ASME BPVC SECTION VIII OR SECTION X (FOR FRP TANKS), THE DESIGN CALCULATIONS AND THE GENERAL ARRANGEMENT DRAWINGS.

△B 15. ITEMS SHOWN, NOTED OR DESCRIBED ON THE GENERAL ARRANGEMENT DRAWINGS SUPERSEDE ANY CONFLICTING ITEMS WITHIN THESE NOTES.

	<div>WESTECH®</div> <div>THIS DRAWING IS PROPERTY OF WESTECH® ENGINEERING, LLC, AND IS TRANSMITTED IN CONFIDENCE. NEITHER RECEIPT NOR POSSESSION CONFERS OR TRANSFERS ANY RIGHTS TO REPRODUCE, USE, OR DISCLOSE, IN WHOLE OR IN PART, DATA CONTAINED HEREIN FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF WESTECH ENGINEERING, LLC.</div>			
	TITLE <b>GENERAL NOTES</b>			



**PLAN**  
FILTER MEDIA IS NOT SHOWN IN UNIT 7

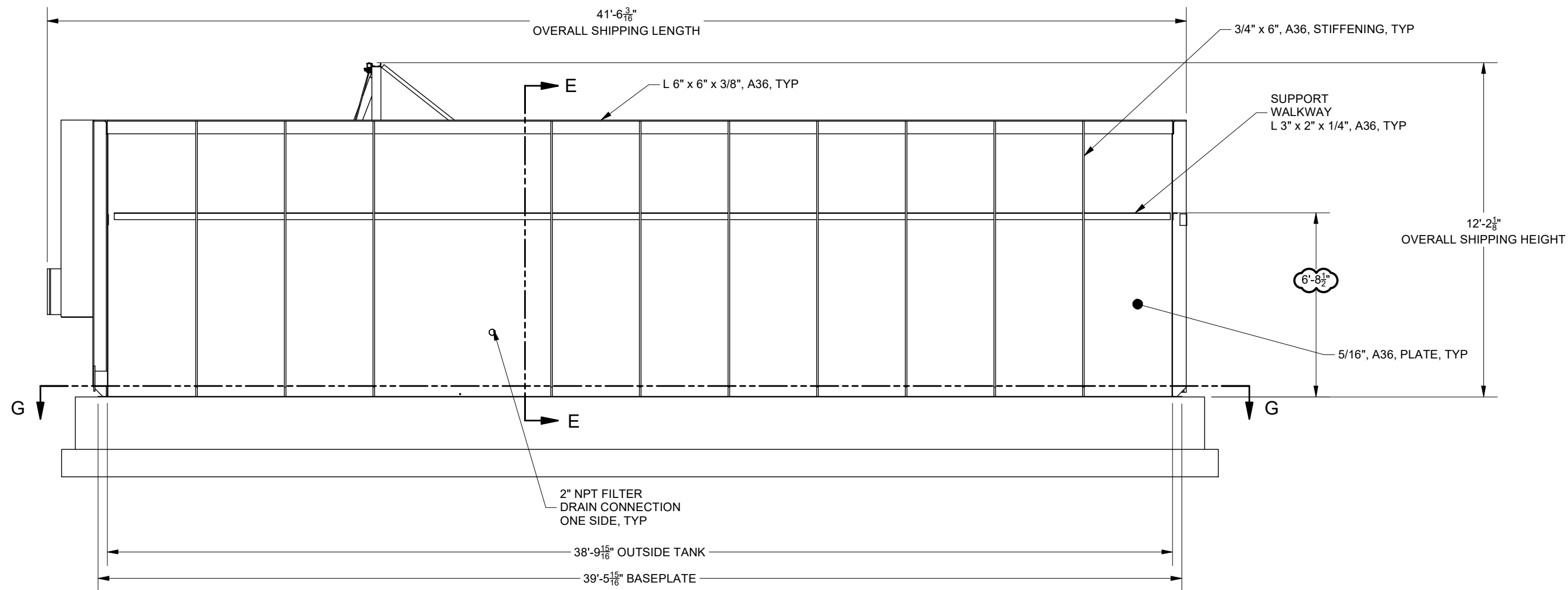
TRIDENT® PROCESS DESIGN INFORMATION		
DESIGN FLOW:	1,680	GPM
CLARIFIER LOADING RATE:	12	GPM/SQ FT
CLARIFIER AIR SCOUR FLOW:	475	SCFM
FILTER LOADING RATE:	6	GPM/SQ FT
FILTER BW FLOW, HIGH RATE:	5,040 @ 25	GPM @ °C
FILTER BW FLOW, LOW RATE:	1,680	GPM
FILTER AIR SCOUR FLOW:	950	SCFM

APPROXIMATE EMPTY (PER UNIT): 227,327 LBS  
APPROXIMATE OPERATING WEIGHT (PER UNIT): 332,189 LBS  
APPROXIMATE SHIPPING WEIGHT (PER UNIT): 30,702 LBS

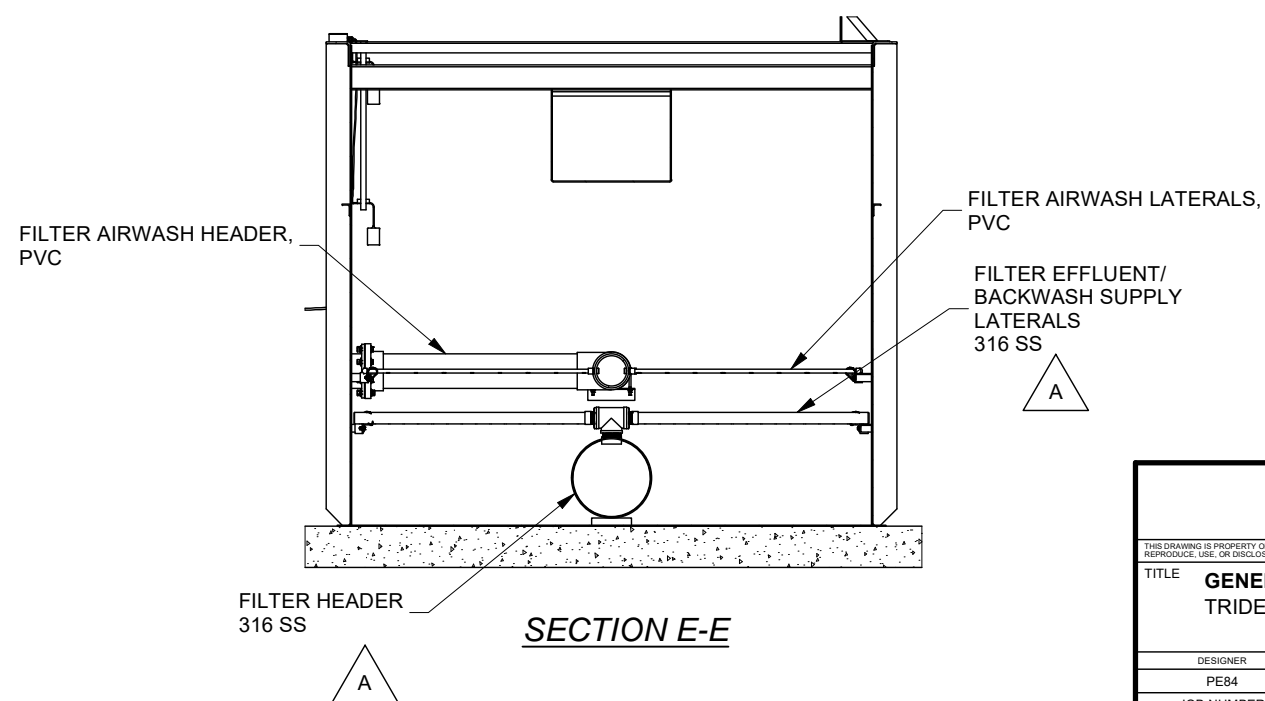
PREPARED FOR	OLIVER P. ROEMER WTF RIALTO, CALIFORNIA		
ENGINEER	STANTEC PASADENA, CALIFORNIA		
CONTRACTOR	PCL CONSTRUCTION LONG BEACH, CALIFORNIA		
PO/CONTRACT NUMBER	03269401-OM		

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TITLE GENERAL ARRANGEMENT TRIDENT® TR-840A WATER TREATMENT SYSTEM				
DESIGNER	CHECKER	APPROVER	DATE	
PE84	DE111	DE111	2023-01-04	
JOB NUMBER	DOCUMENT NUMBER		SHEET	REV
24862A	0002885559		1 OF 9	D

D	UPDATED ANCHOR BOLTS LOCATIONS	-	PE84	DE111	2023-08-09
C	UPDATED ANCHOR BOLTS LOCATIONS, AND CONCRETE PAD DIMENSION BASED ON REVISED CALCULATIONS.	-	PE84	DE111	2023-07-21
B	UPDATED BASEPLATE, ANCHOR BOLTS, AND CONCRETE PAD DIMENSION BASED ON REVISED CALCULATIONS.	-	PE84	DE111	2023-07-07
A	STAINLESS STEEL AND LOCATION CHANGES FOR INLET AND AIR GRID NOZZLE. CONCRETE PAD CHANGES.	-	PE84	DE111	2023-05-25
REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE



SIDE ELEVATION



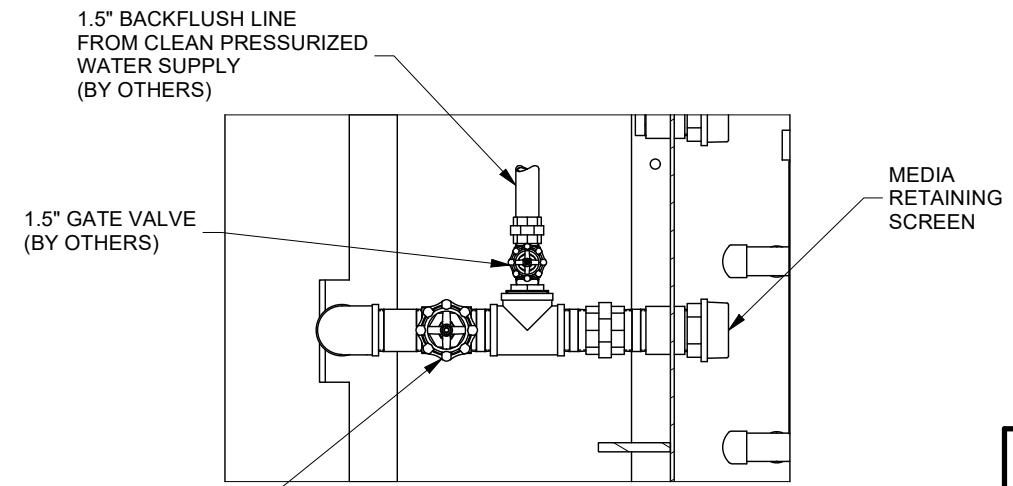
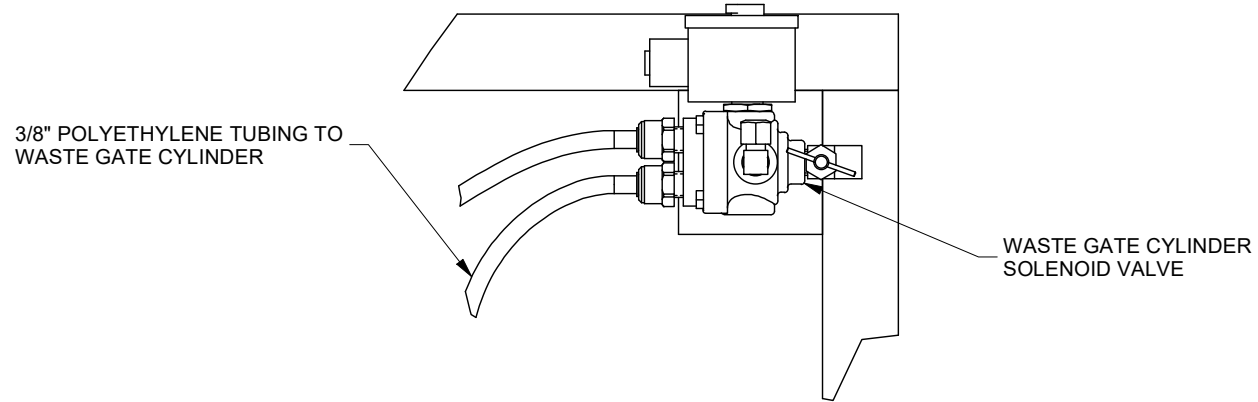
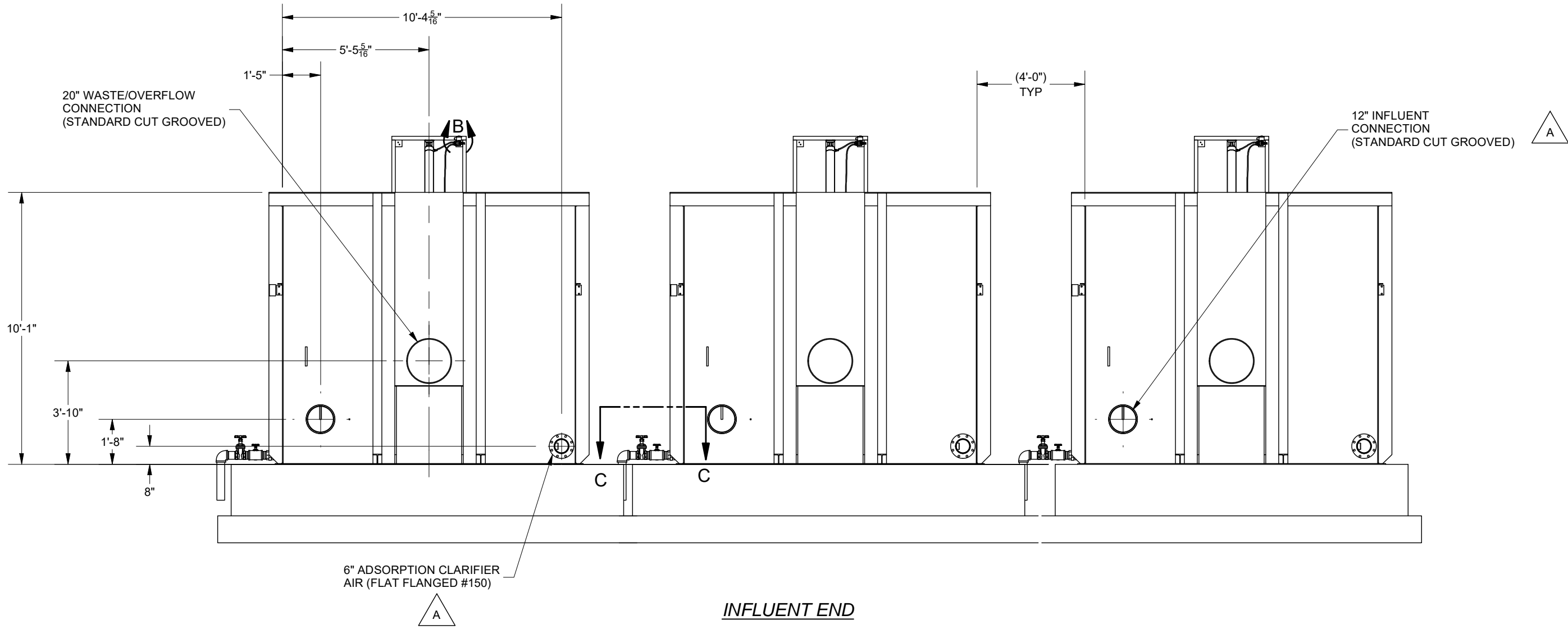
SECTION E-E

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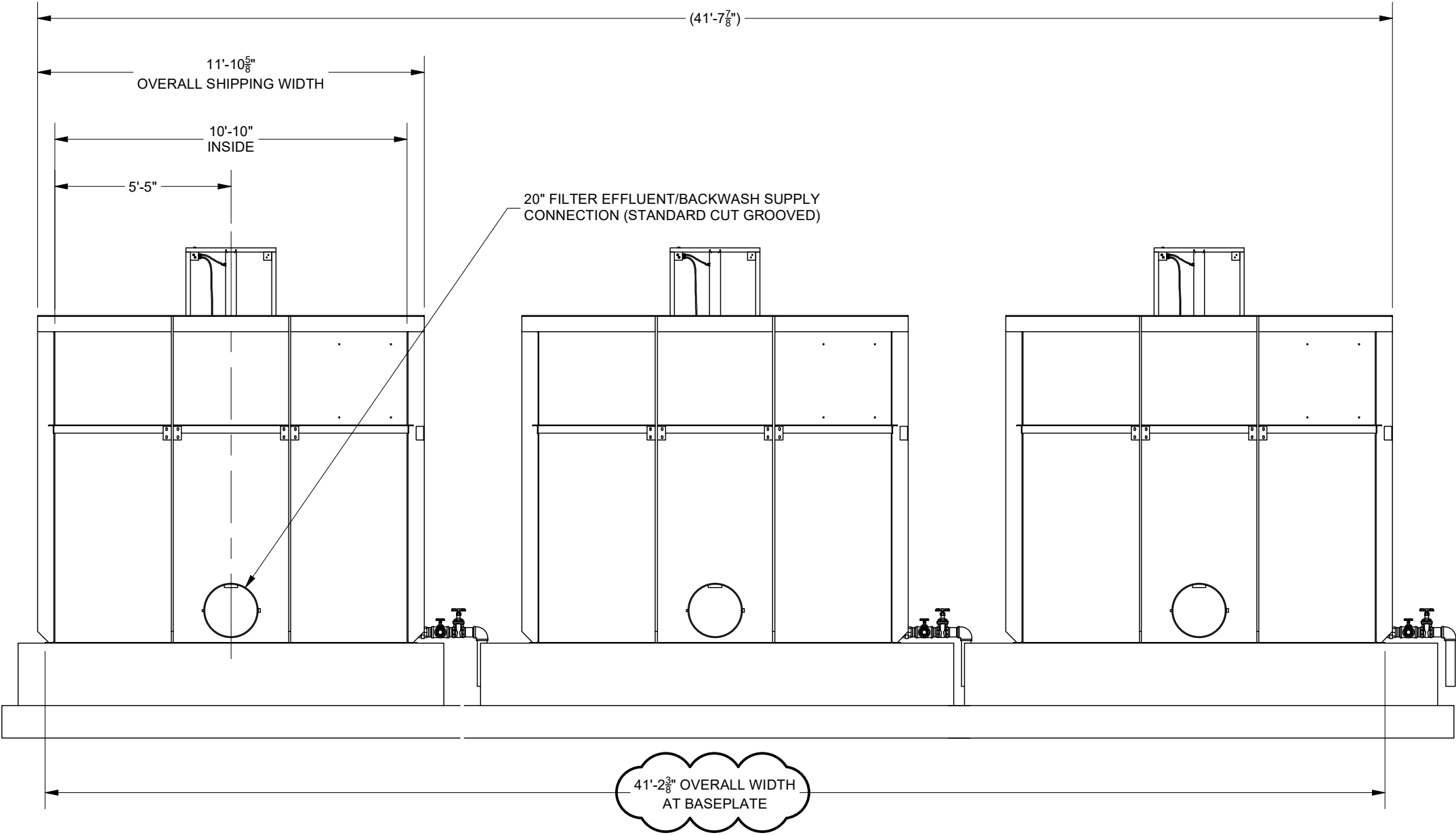
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DESIGNER PE84	CHECKER DE111	APPROVER DE111	DATE 2023-01-04
JOB NUMBER <b>24862A</b>	DOCUMENT NUMBER <b>0002885559</b>		SHEET 2 OF 9
			REV <b>D</b>





RECOMMENDED PIPING SHOWN.  
ALL COMPONENTS OUTSIDE OF TANK  
ARE SUPPLIED BY OTHERS.

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JOB NUMBER	DOCUMENT NUMBER		SHEET    REV
<b>24862A</b>	<b>0002885559</b>		3 OF 9 <b>D</b>



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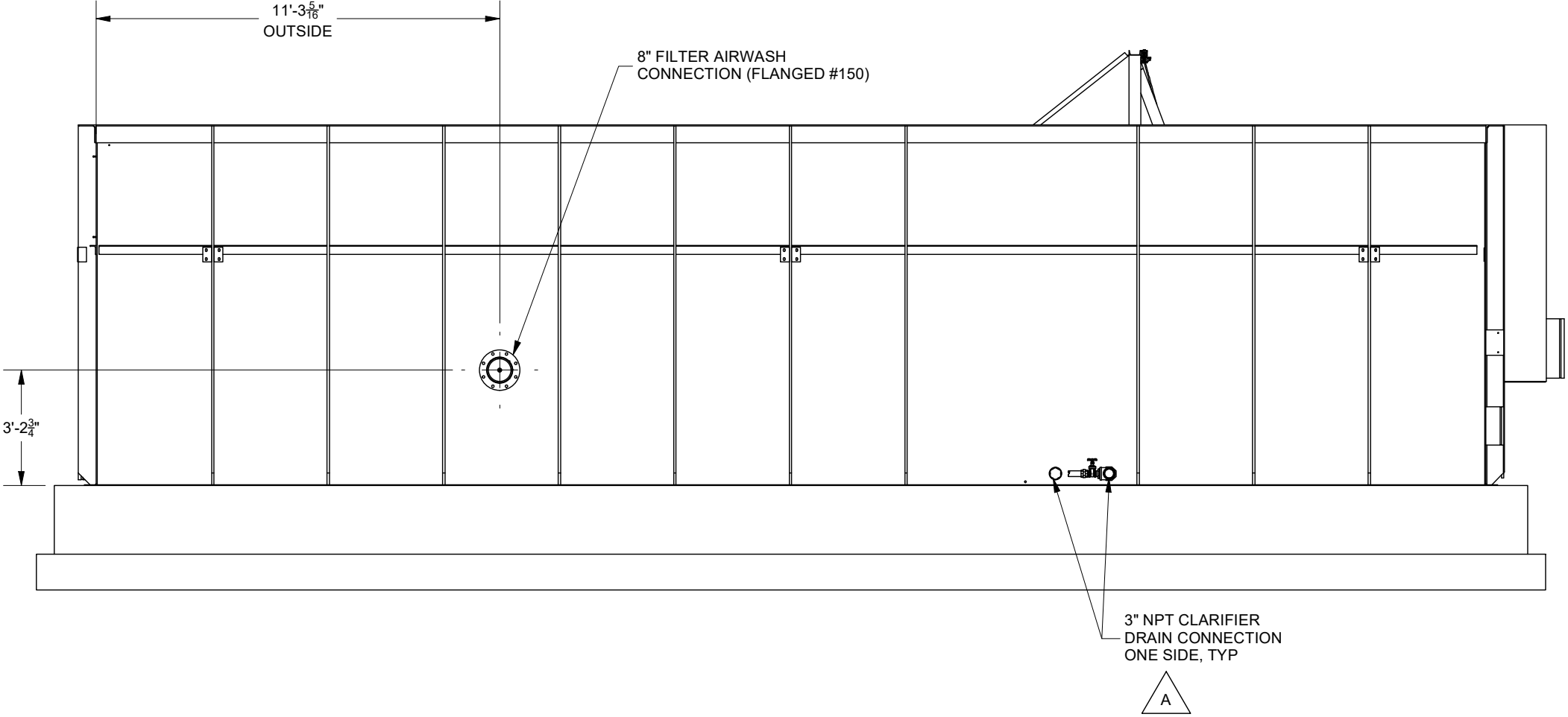
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TITLE

GENERAL ARRANGEMENT

TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE	
PE84	DE111	DE111	2023-01-04	
JOB NUMBER	DOCUMENT NUMBER		SHEET	REV
24862A	0002885559		4 OF 9	D



SECTION A-A  
FROM SHEET 1

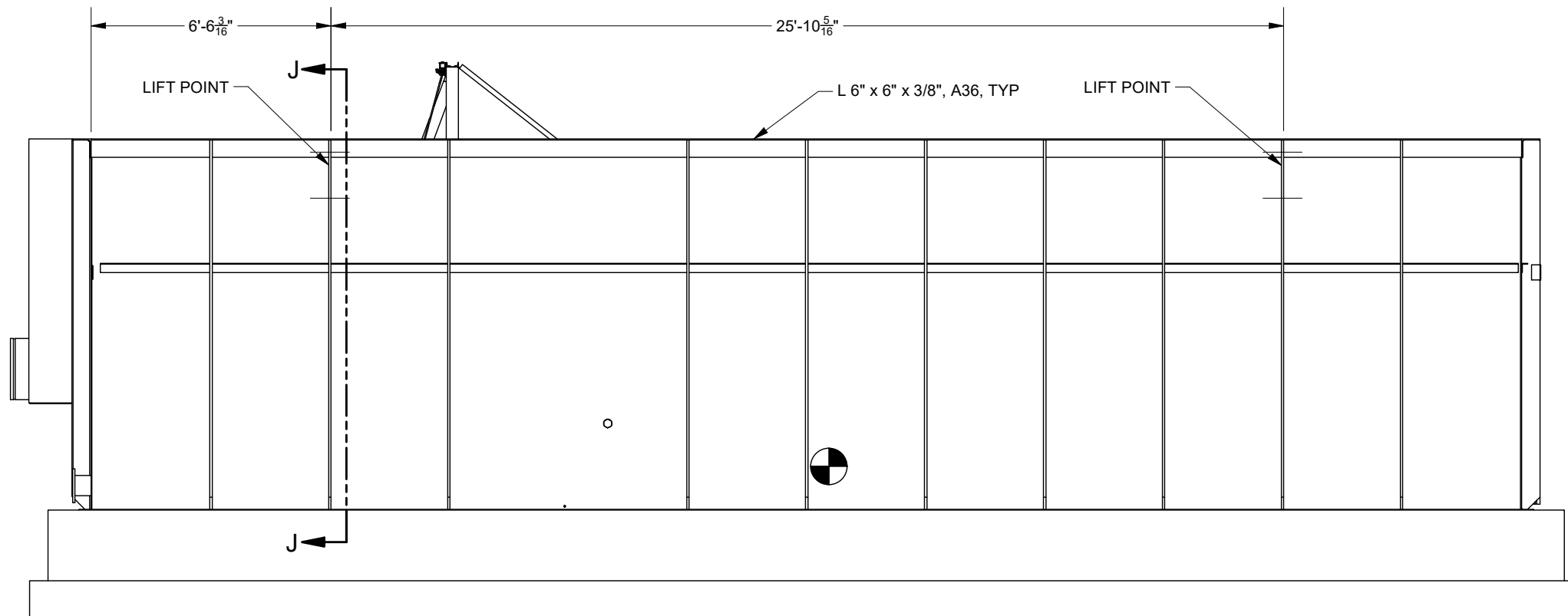
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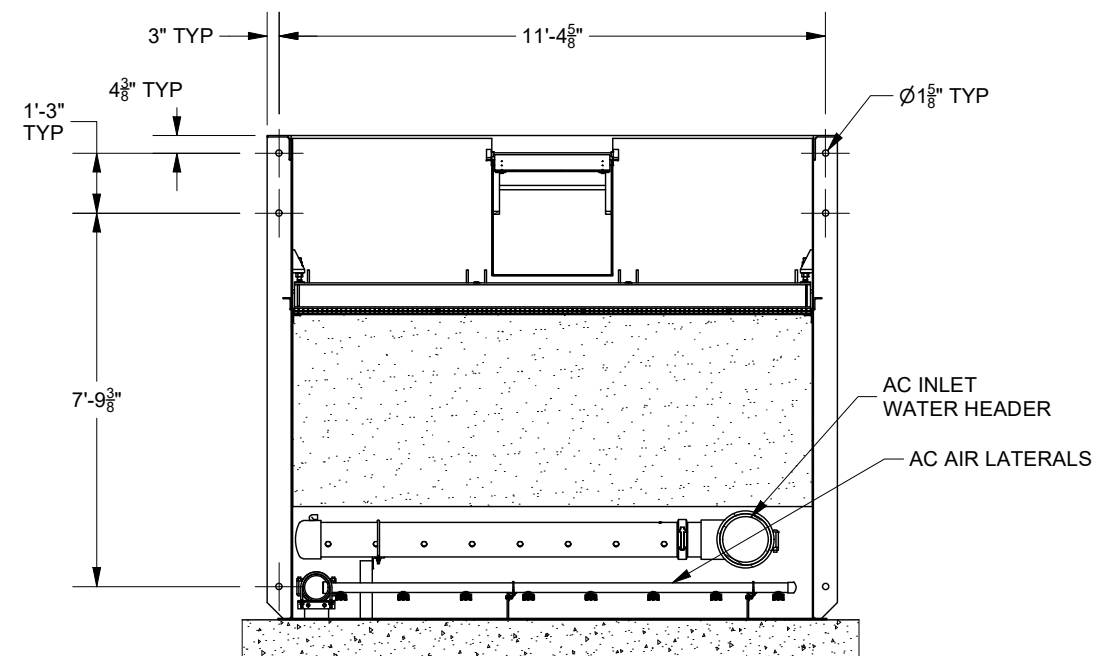
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**GENERAL ARRANGEMENT**  
TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE	
PE84	DE111	DE111	2023-01-04	
JOB NUMBER	DOCUMENT NUMBER		SHEET	REV
<b>24862A</b>	<b>0002885559</b>		5 OF 9	<b>D</b>



***SIDE ELEVATION***  
LIFT POINTS



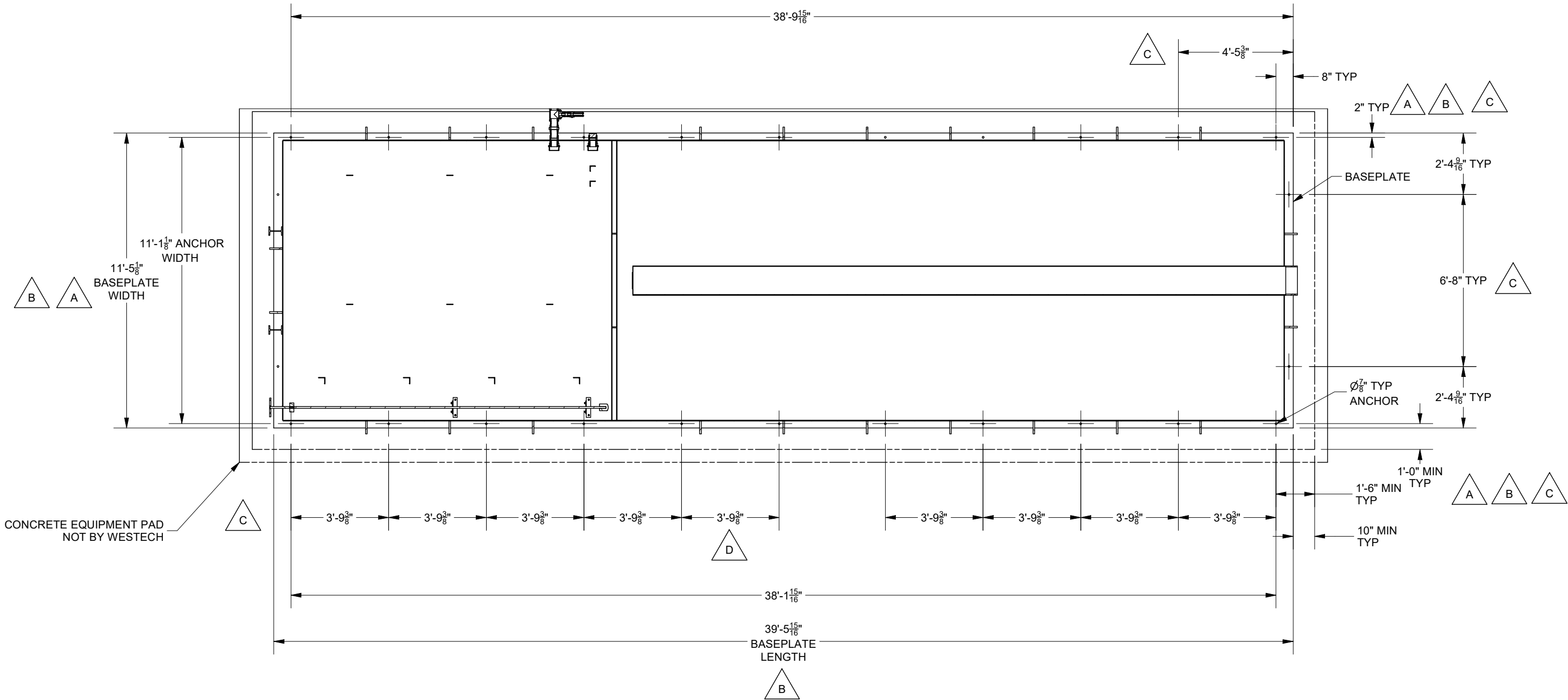
***SECTION J-J***  
LIFT POINTS

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PE84	DE111	DE111	2023-01-04
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885559	6 OF 9	D



**SECTION G-G**  
ANCHOR HOLE POSITIONS  
FROM SHEET 2

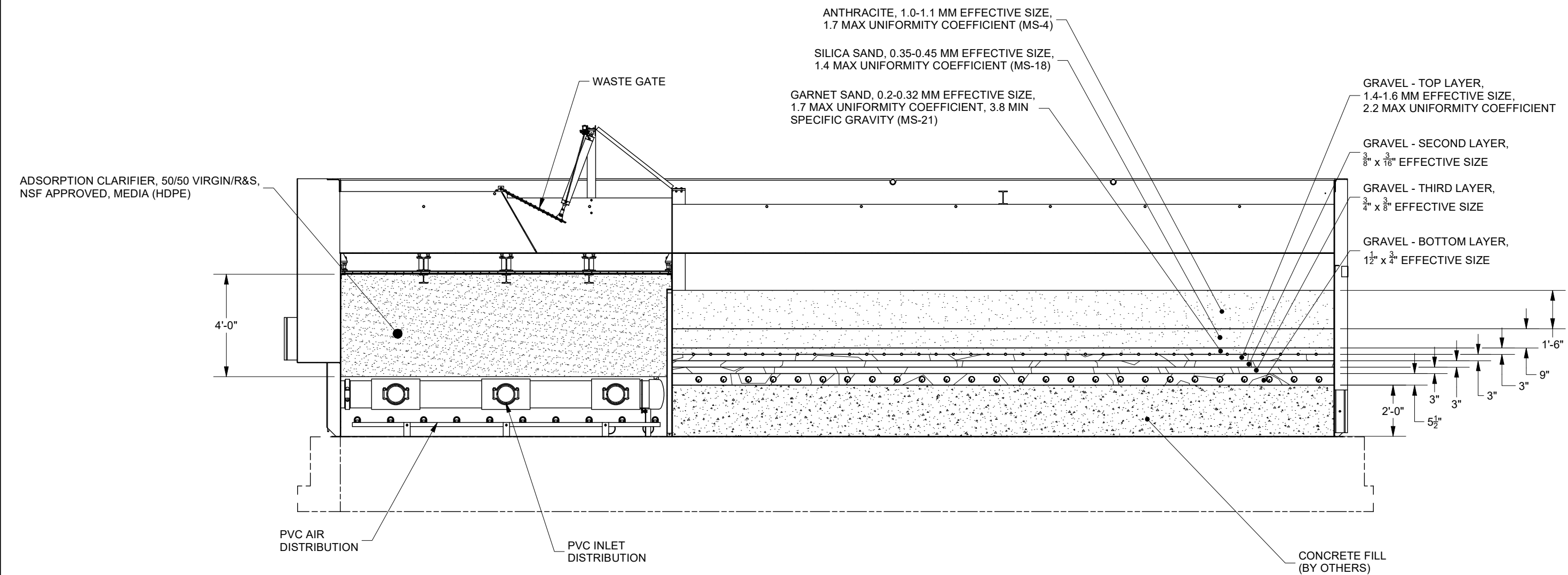
**NOTES:**

- 1. ANCHORS ARE BY OTHERS.
- 2. PER STAMPED ANCHOR CALCULATIONS A MIN 6" EDGE DISTANCE AND EMBEDMENT DEPTH OF 20" IS REQUIRED.
- 3. ANCHOR TYPE AND DIAMETER: HIT-HY 200 V3 + HAS-R 304/316 SS 3/4
- 4. MIN EMBED LENGTH: 13" EPOXY FILLED + 6" UNBONDED LENGTH (ASCE 7-16 SECTION 15.7.5)

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JOB NUMBER	DOCUMENT NUMBER		SHEET
24862A	0002885559		7 OF 9
			REV
			D



SECTION F-F  
FROM SHEET 1

NOTES:  
1. MEDIA ARE FIELD INSTALLATION BY OTHERS.

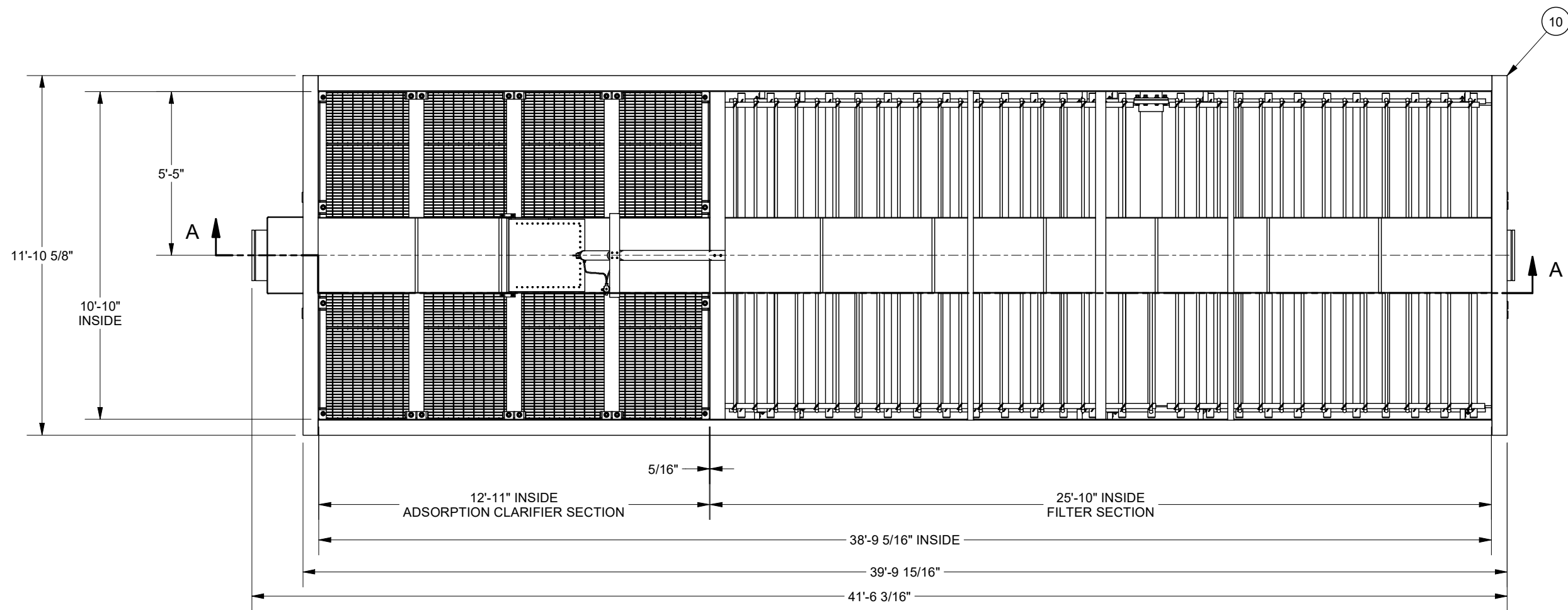
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JOB NUMBER	DOCUMENT NUMBER		SHEET    REV
24862A	0002885559		8 OF 9    D

NOTES:

1. EQUIPMENT FURNISHED BY WESTECH IS DESCRIBED IN A SEPARATE EQUIPMENT LIST. ADDITIONAL PIPING, PIPE SUPPORTS, AND CONNECTION FITTINGS ARE NOT INCLUDED WITH STANDARD UNIT. MAJOR EQUIPMENT AND COMPONENTS TO BE INSTALLED AT THE JOBSITE BY THE INSTALLING CONTRACTOR.
2. EQUIPMENT CONCRETE PAD DESIGN IS THE RESPONSIBILITY OF THE CONSULTING ENGINEER.
3. DESIGN AND APPLICATION FEATURES ARE DESCRIBED IN TYPICAL SPECIFICATION SHEETS, TECHNICAL DATA SHEET, FLOW SCHEMATIC, ELECTRICAL DIAGRAM AND ELECTRICAL SCHEMATIC. ARRANGEMENT SHOWN IS FOR BELOW-GRADE FINISHED WATER STORAGE.
4. THE STANDARD DESIGN IS FOR INDOOR INSTALLATION.
5. CHECK VALVES OR BACKFLOW PREVENTERS ARE REQUIRED IN BACKWASH LINES AND FURNISHED BY OTHERS (NOT SHOWN ON DRAWING).
6. AUTOMATIC RATE OF FLOW CONTROL LOOPS ON EACH INFLUENT LINE MAINTAIN THE PRE-SET FLOW TO EACH UNIT. INFLUENT FLOW SET POINT MAY BE SET BY THE PLANT OPERATOR USING THE OIT. INFLUENT FLOW CONTROL IS INTERLOCKED WITH FLUSH AND BACKWASH CYCLES.
7. FILTER LIQUID LEVEL CONTROLLERS OPERATE FILTER EFFLUENT AND FILTER-TO-WASTE MODULATING VALVES TO MAINTAIN CONSTANT FILTER LEVEL.
8. CONTROL CIRCUITS PROVIDE FOR AUTOMATIC FLUSH AND BACKWASH CYCLE WITH RETURN TO OPERATING SERVICE, INITIATED BY TIME CLOCK, HIGH HEADLOSS, OR MANUAL PUSHBUTTON.
9. THREE LEVEL SWITCHES WITH DRY CONTACTS SHOULD BE PROVIDED BY THE CUSTOMER AND INSTALLED IN THE FINISHED WATER STORAGE TANK FOR THE AUTOMATIC OPERATION OF THE TRIDENT UNITS. ONE HIGH LEVEL SWITCH WILL STOP THE UNITS, ONE MID LEVEL SWITCH WILL START THE UNITS AND ONE LOW LEVEL SWITCH WILL SERVE AS A MINIMUM LEVEL TO ENABLE THE BACKWASH PROCESS.
10. THE HIGH LEVEL STOP AND THE MID LEVEL START SWITCHES SHOULD BE INSTALLED WITH SUFFICIENT VOLUME BETWEEN THEM TO PREVENT EXCESSIVE CYCLING OF THE TRIDENT UNITS.
11. THE LOW LEVEL BACKWASH ENABLE SWITCH SHOULD BE INSTALLED WHERE THE MINIMUM VOLUME IN THE BACKWASH SUPPLY TANK IS ADEQUATE TO PROVIDE A BACKWASH WITHOUT PULLING AIR INTO THE BACKWASH SUPPLY PUMP. THE MAXIMUM WATER TEMPERATURE SHOULD BE CONSIDERED WHEN CALCULATING THE MINIMUM BACKWASH VOLUME OR LEVEL IN THE TANK.
12. AN AIR RELEASE VALVE (BY OTHERS) IS REQUIRED AT HIGH POINTS OF THE BACKWASH SUPPLY LINE TO VENT ACCUMULATED AIR. THE VALVE(S) ARE TO BE SIZED TO ALLOW THE COMPLETE VOLUME OF THE BACKWASH LINE FROM SOURCE TO FILTER, TO BE VENTED IN 20 SECONDS WITH DIFFERENTIAL OF APPROXIMATELY 10 PSIG, AND BE CAPABLE OF CONTINUOUSLY VENTING ACCUMULATED AIR. FOR INSTALLATIONS UTILIZING VERTICAL TURBINE OR "CAN-TYPE" PUMPS, A SEPARATE "TURBINE AIR VALVE" IS REQUIRED TO VENT THE AIR CONTENTS OF THE PUMP COLUMN WITHOUT LETTING THE AIR INTO THE BACKWASH PIPING.
13. CONSULT WESTECH ENGINEERING FOR OTHER INFLUENT FLOW CONTROL OPTIONS.
14. LOCATION OF FLOW METERS ARE TO BE PER FLOWMETER MANUFACTURER'S WRITTEN RECOMMENDATIONS CONFIRMED BY THE CONSULTING ENGINEER.
15. INFLUENT OPERATING PRESSURE REQUIRED FOR CONTROLLING INFLUENT FLOW MUST BE 20 FEET MINIMUM AT THE TANK CONNECTION. FOR INFLUENT PRESSURE OVER 30 FEET OF HEAD, CONTACT WESTECH ENGINEERING. OPTIONAL STATIC MIXER WILL REQUIRE ADDITIONAL PRESSURE.
16. WASTE SUMP AND SUMP PIPING (BY CUSTOMER) MUST BE SIZED TO GIVE FREE DISCHARGE WITH AN AIRBREAK, FOR MAXIMUM WASTE FLOW.
17. WASTE TROUGH LIP IS POSITIONED ABOVE THE NORMAL OPERATING WATER LEVEL AND BELOW THE TOP OF THE TANK. THIS ALLOWS IT TO ACT AS AN EMERGENCY OVERFLOW.
18. TANK CONNECTIONS ARE FURNISHED STANDARD CUT GROOVED FOR CUT GROOVED STYLE FLEXIBLE COUPLINGS, WITH THE EXCEPTION OF AIR CONNECTIONS. COUPLINGS AND/OR FLANGE ADAPTERS ARE BY OTHERS.
19. TRIDENT MODEL TR-840A TANKS REQUIRE APPROXIMATELY 20.7 CUBIC YARDS OF FILL CONCRETE IN FILTER AREA.

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DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-01-04
JOB NUMBER	DOCUMENT NUMBER		SHEET
24862A	0002885559		9 OF 9
			REV
			D





PLAN

NOTES:

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
2. FLANGED AND GROOVED TANK NOZZLES PROJECT 6 INCHES FROM THE OUTSIDE FACE OF THE TANK WALL.
3. GROOVED CONNECTIONS ARE STANDARD CUT GROOVE FOR STANDARD SCHEDULE PIPE SIZES. DO NOT USE ADVANCED GROOVE FITTINGS.
4. FILTER AIR CONNECTION HAS BEEN LOCATED IN THE SIDE OF THE FILTER. PLEASE NOTE THAT THIS DIFFERS FROM PLAN DOCUMETS. PLACEMENT IN THE END WALL OF THE FILTER. THE SELECTED LOCATION MINIMIZES FABRICATION AND INSTALLATION TOLERANCE ISSUES. CHANGES ARE NOTED BY STARS ON THE DRAWING.
5. QUANTITIES IN THE BILL OF MATERIAL ARE FOR ONE NEW TANK. COMPONENTS FOR THREE NEW TANKS ARE PROVIDED.

BACKCHARGES FOR FIELDWORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTECH ENGINEERING, LLC.

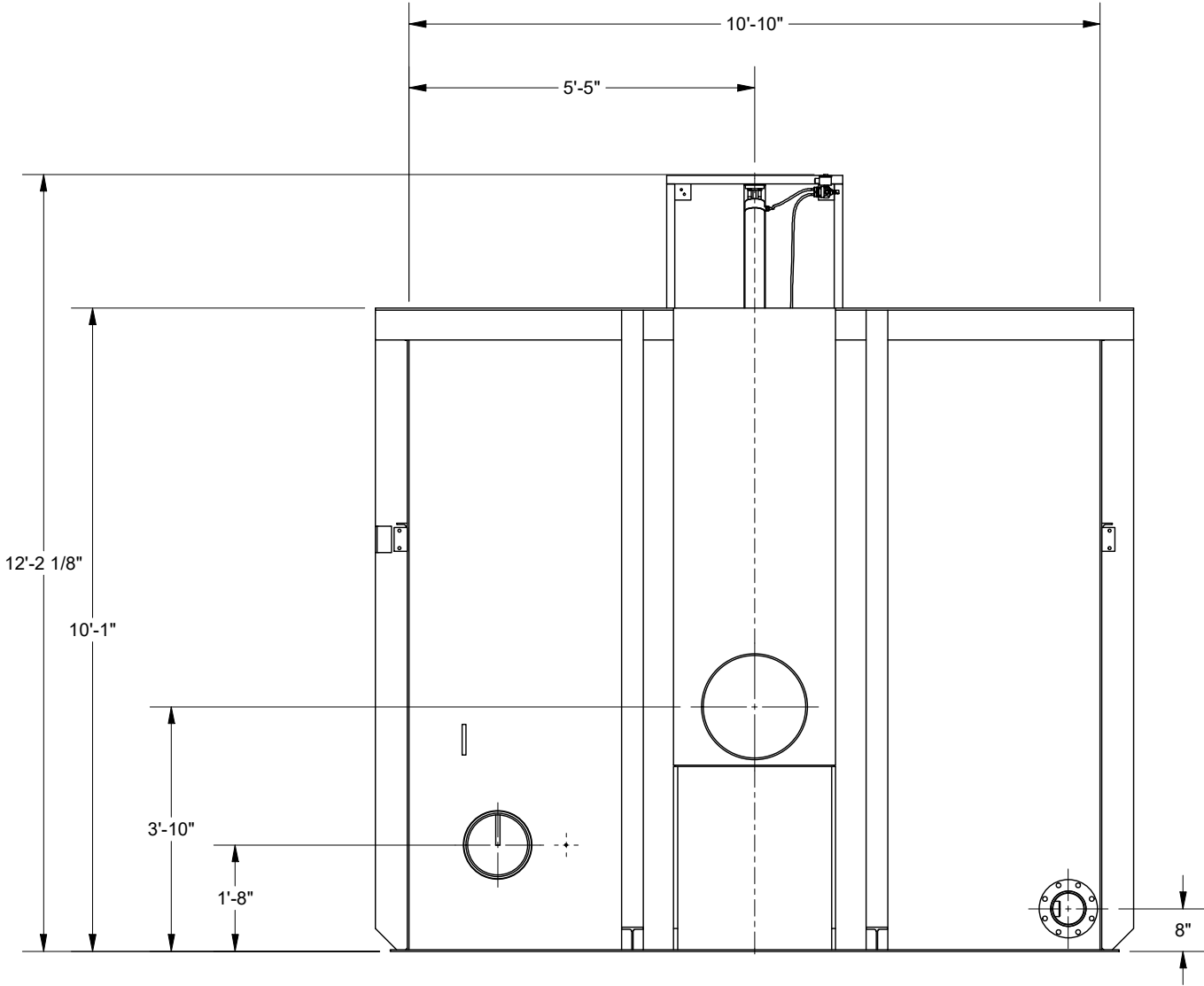
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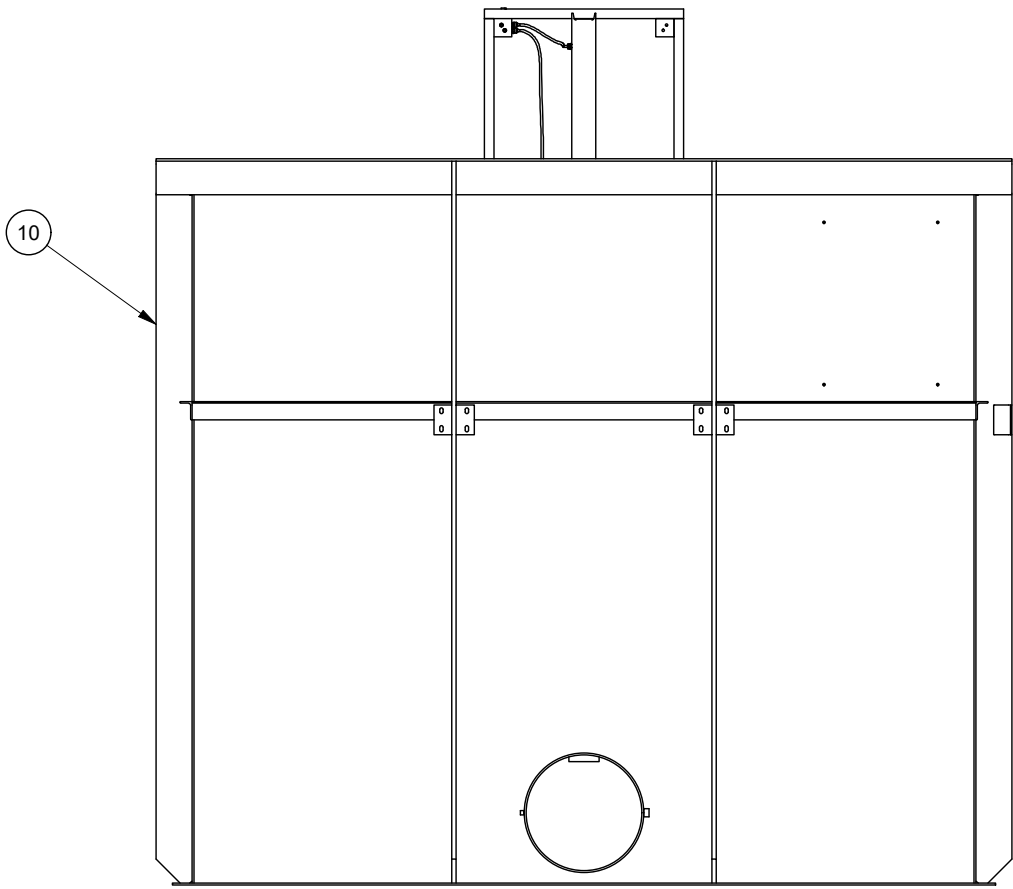
TITLE **TANK COMPONENTS**  
TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-01-23
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885571	1 OF 8	-

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS
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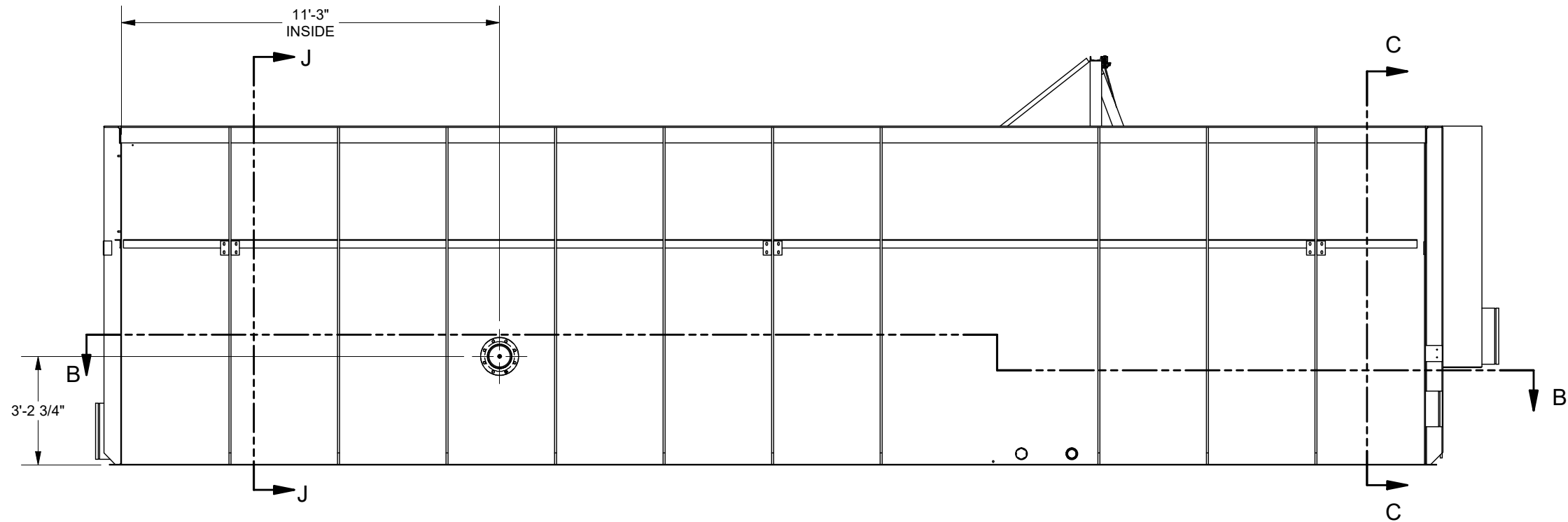
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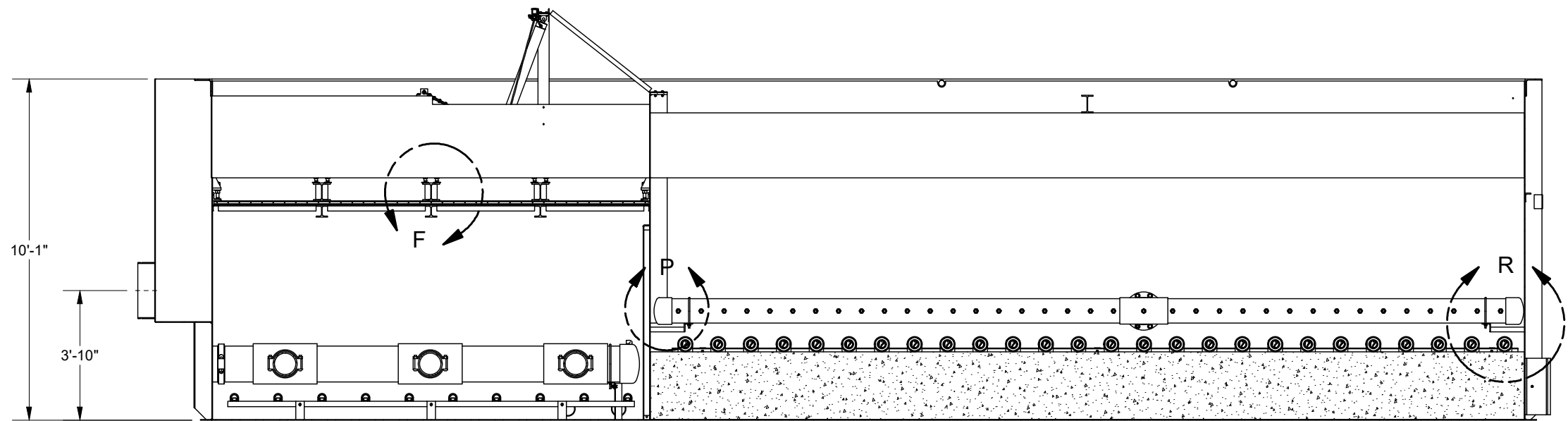
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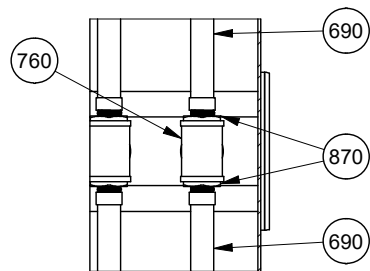
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JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0002885571	2 OF 8	-



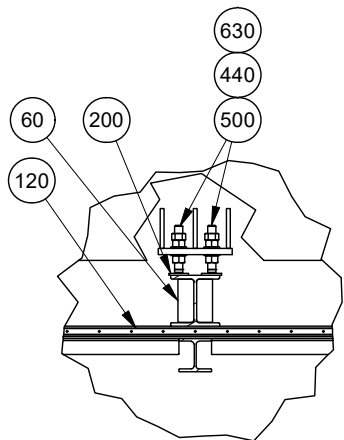
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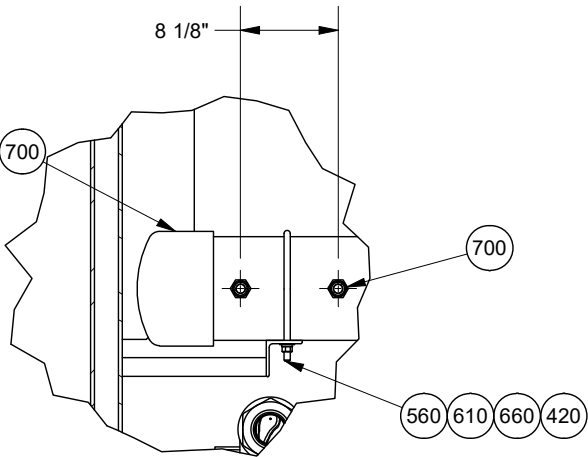
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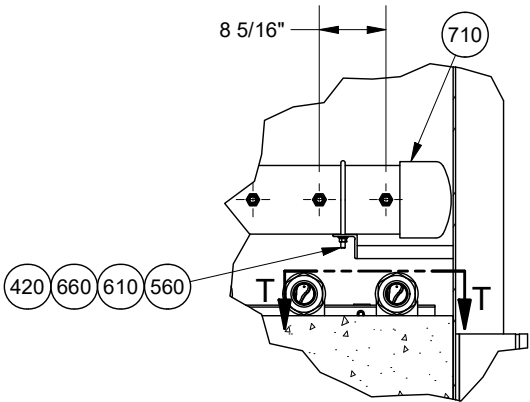
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DETAIL F



DETAIL P



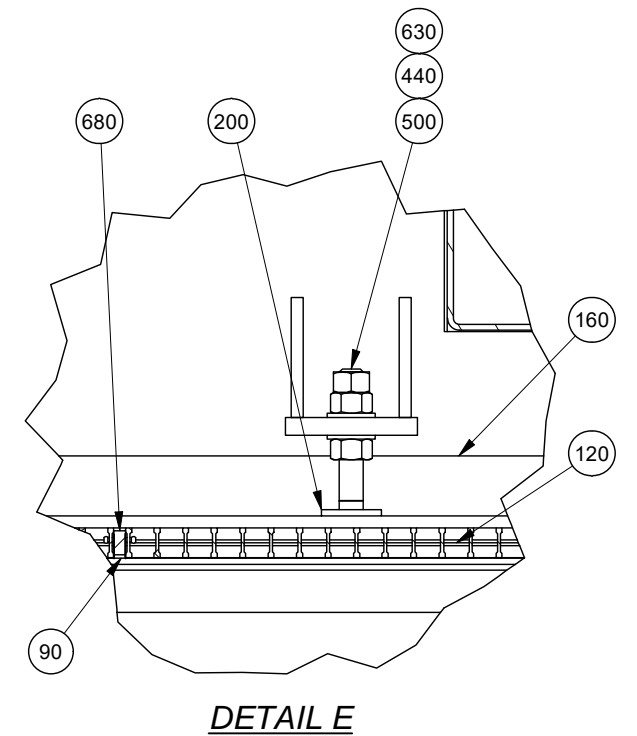
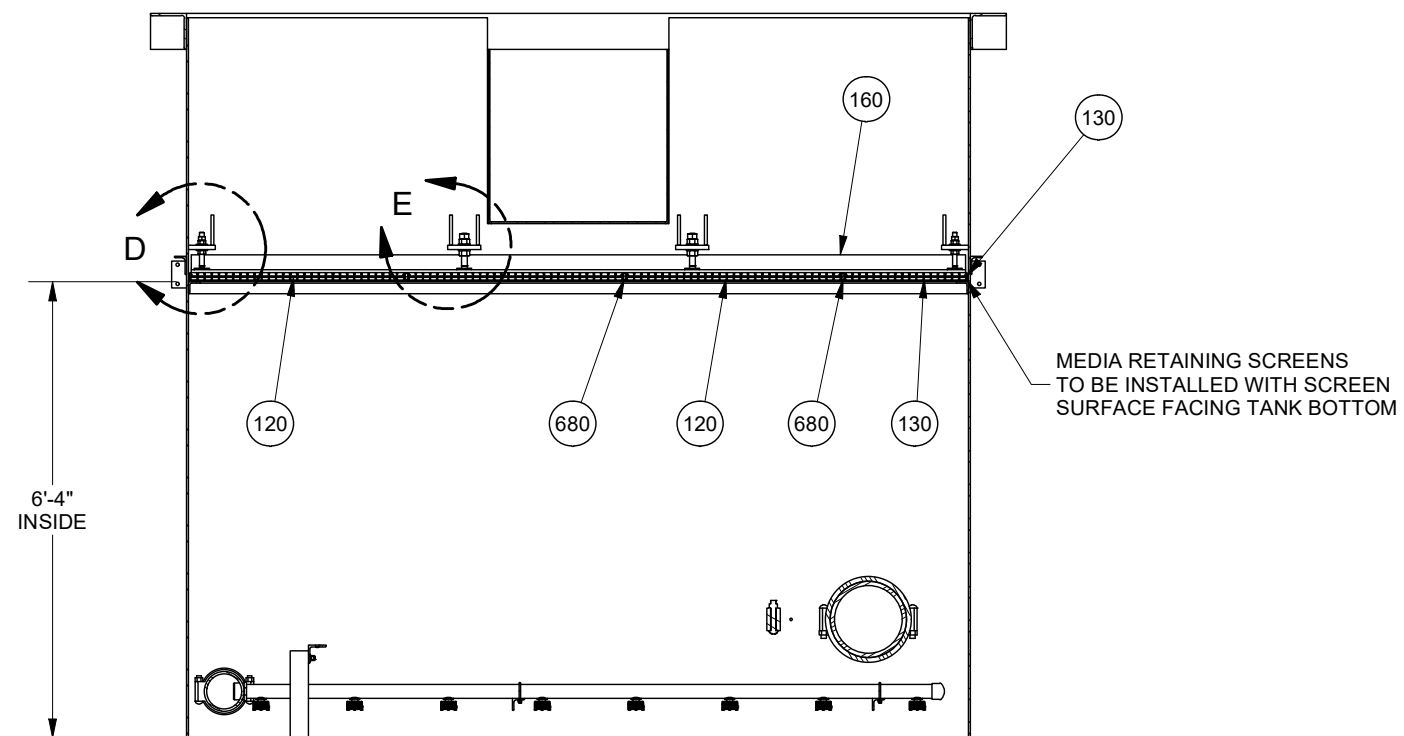
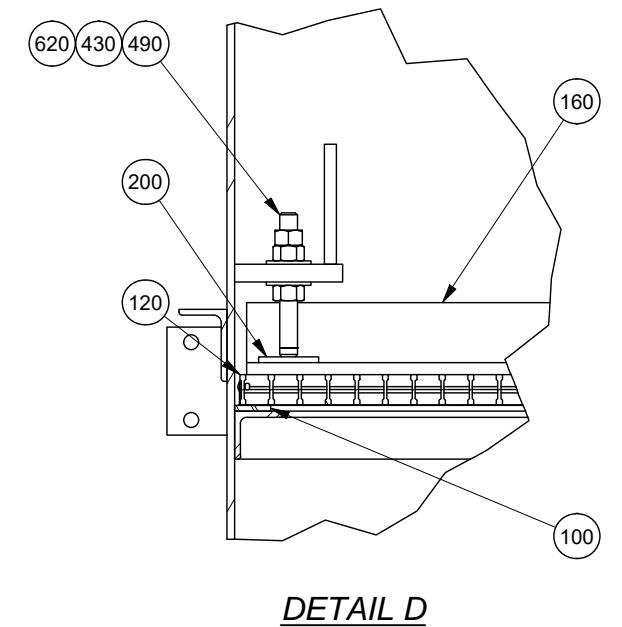
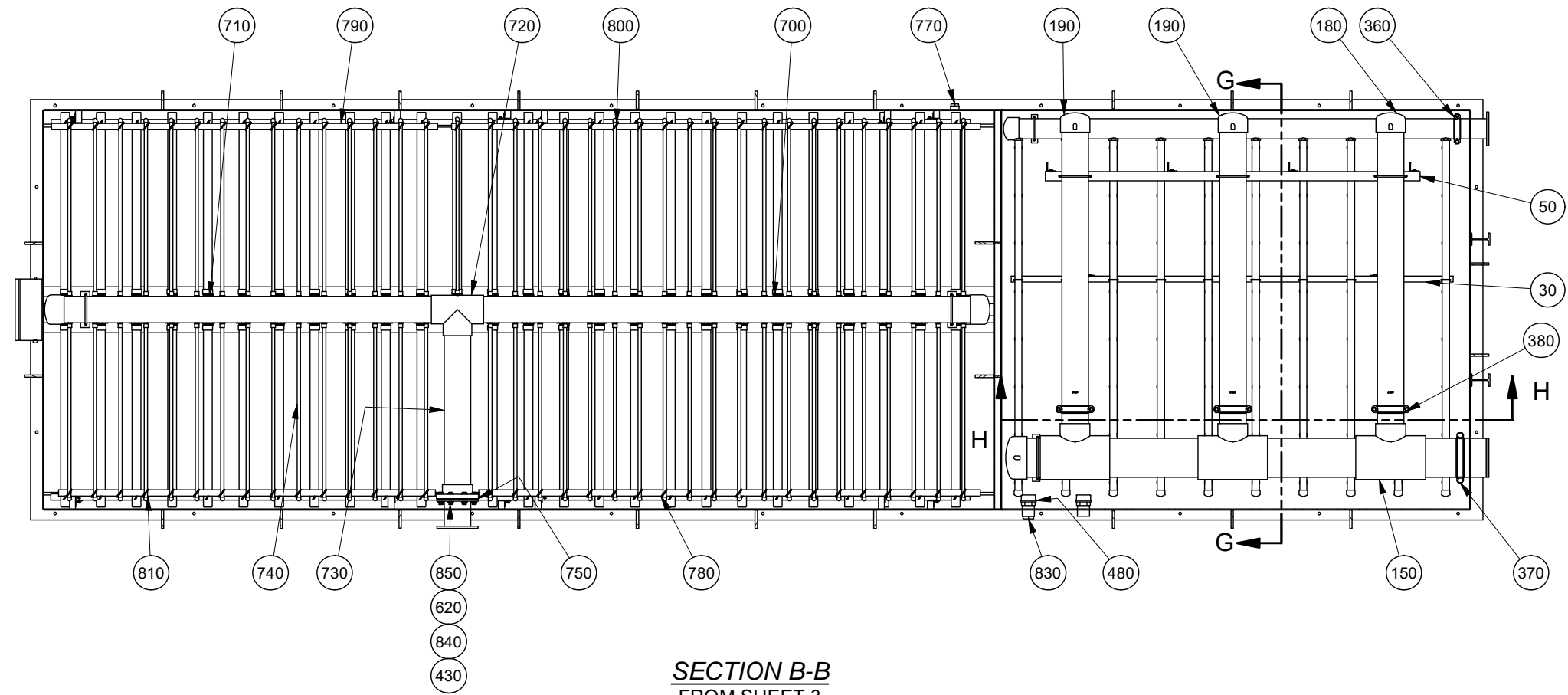
DETAIL R

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PE84	BA92	DE111	2023-01-23	
JOB NUMBER	DOCUMENT NUMBER		SHEET	REV
<b>24862A</b>	<b>0002885571</b>		3 OF 8	-

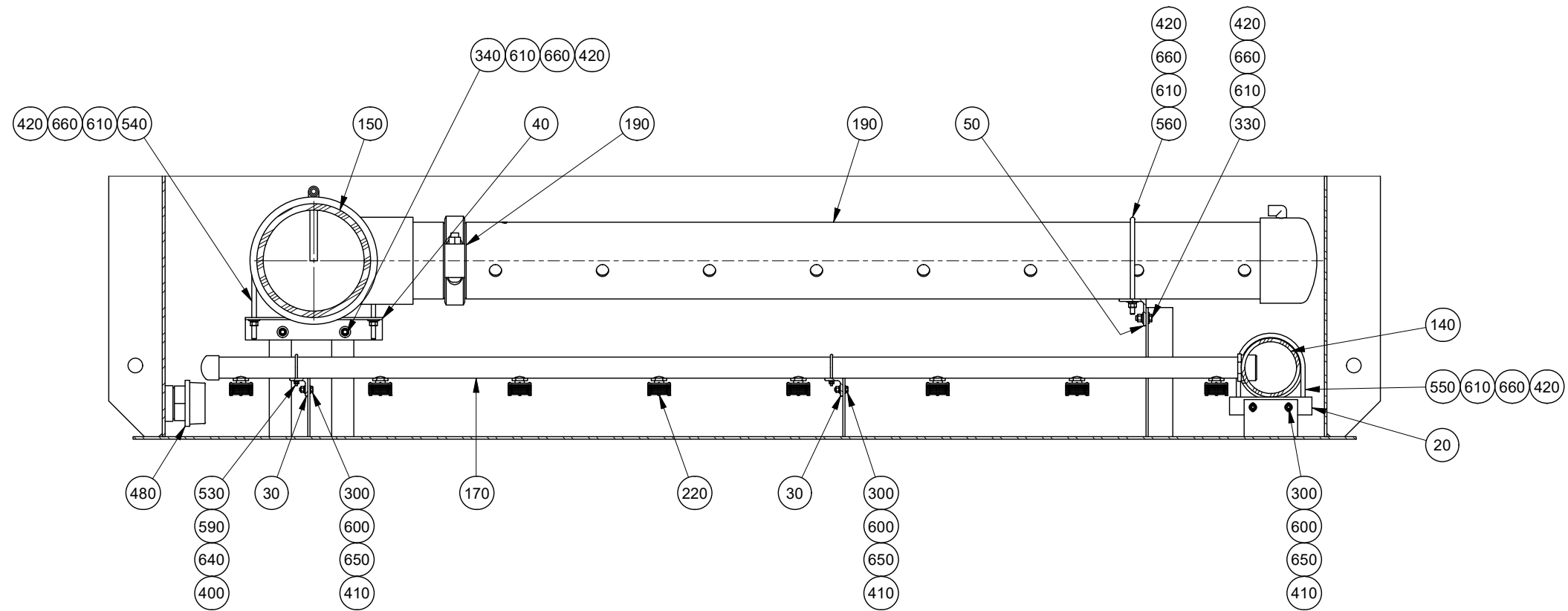


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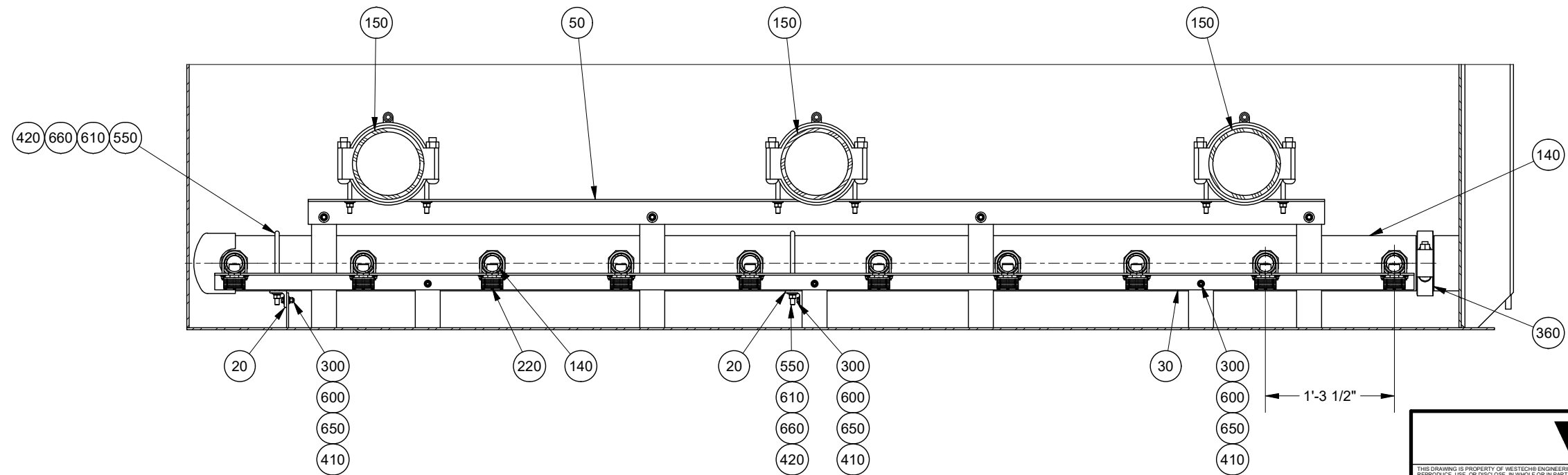
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JOB NUMBER <b>24862A</b>	DOCUMENT NUMBER <b>0002885571</b>	SHEET 4 OF 8	REV -

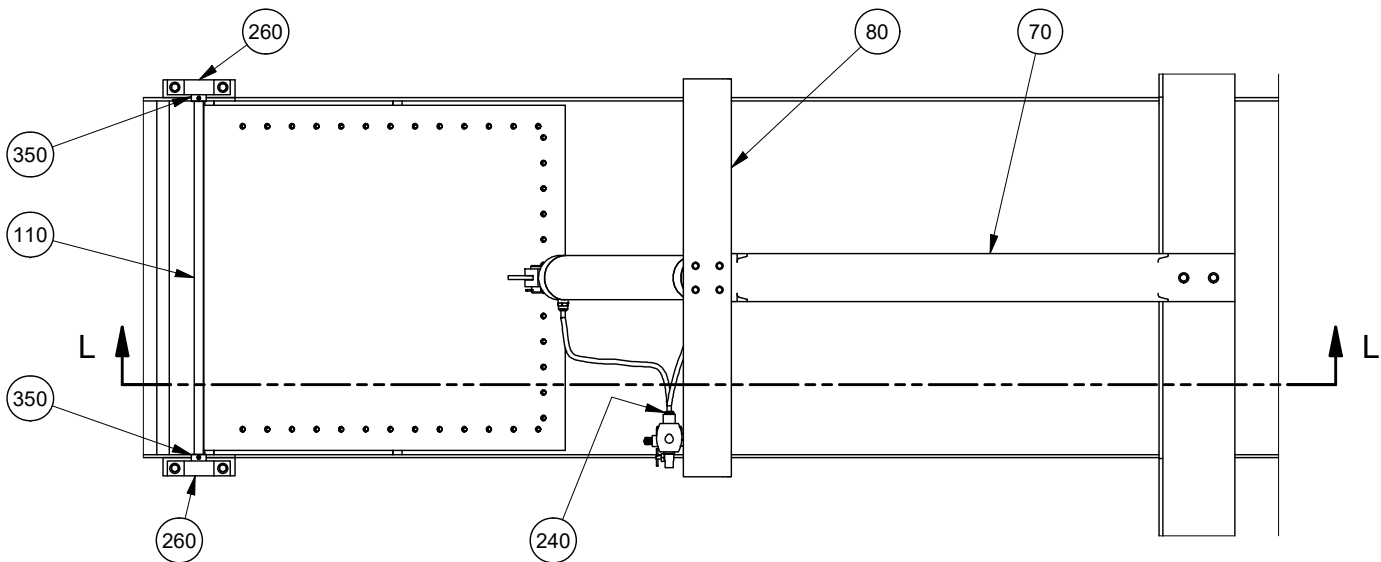


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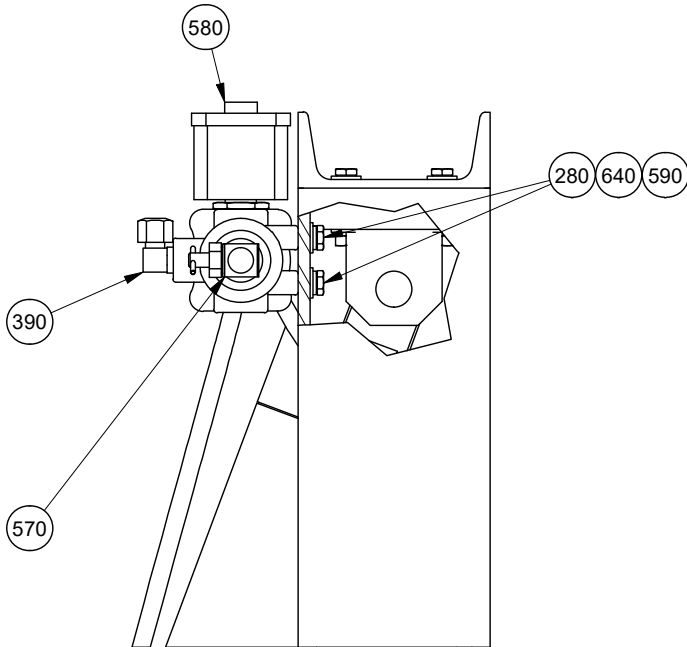


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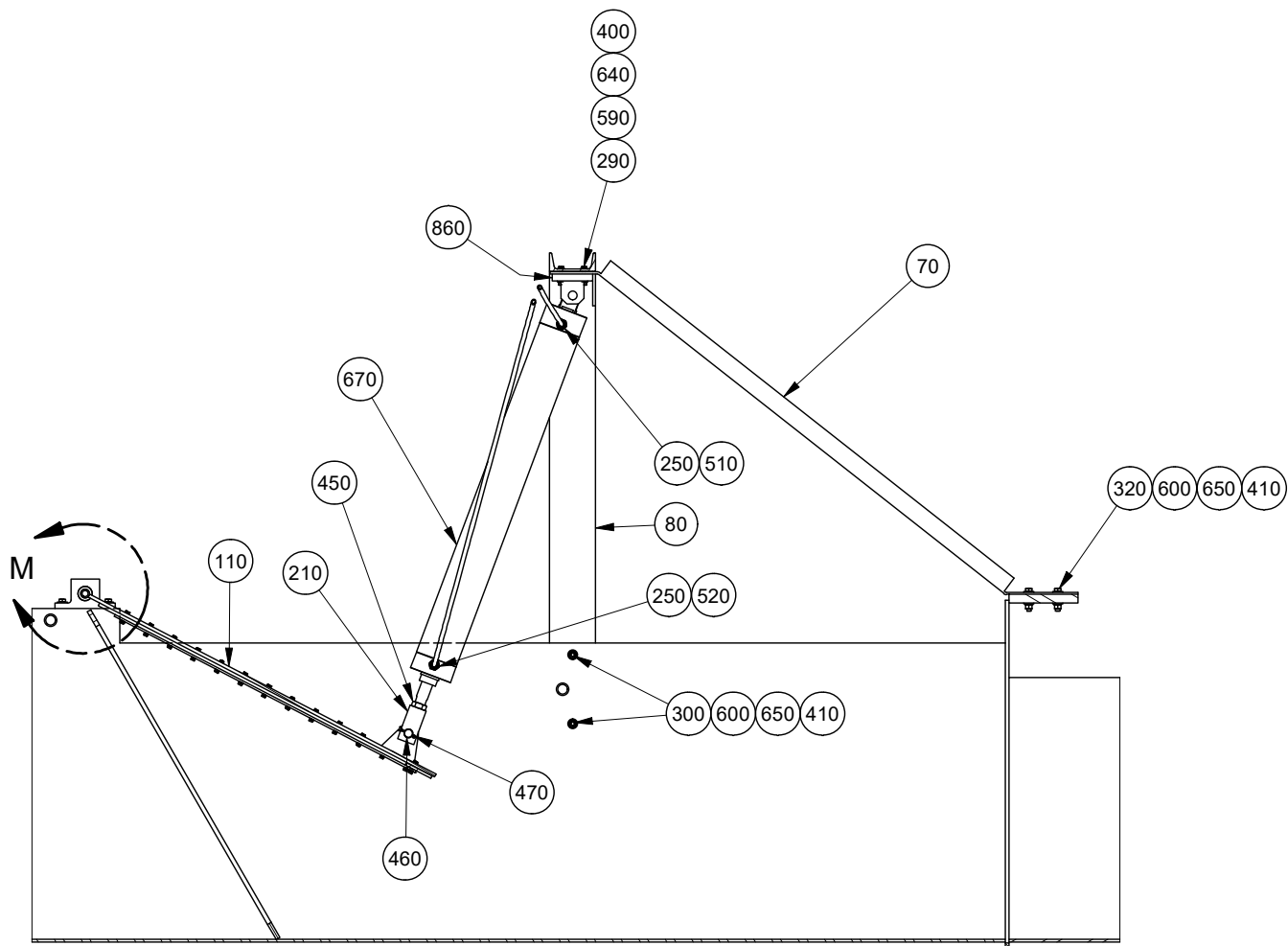
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<b>24862A</b>	<b>0002885571</b>		5 OF 8
			REV
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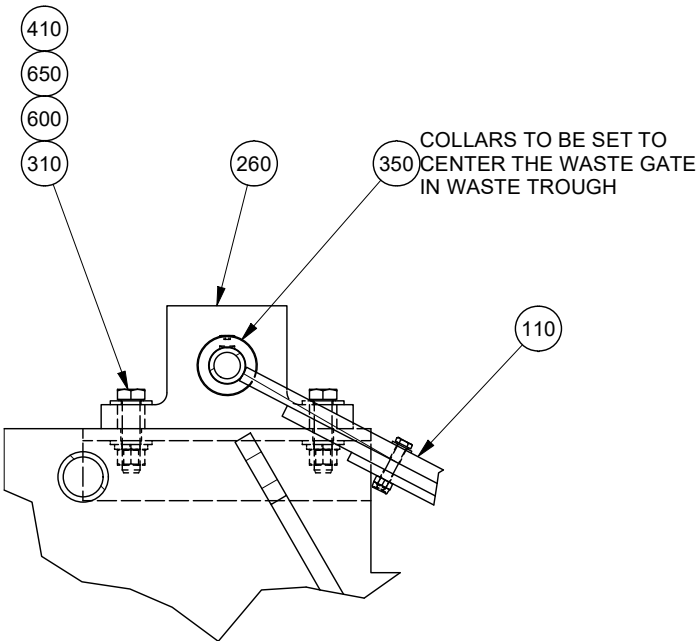
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SOLENOID VALVE

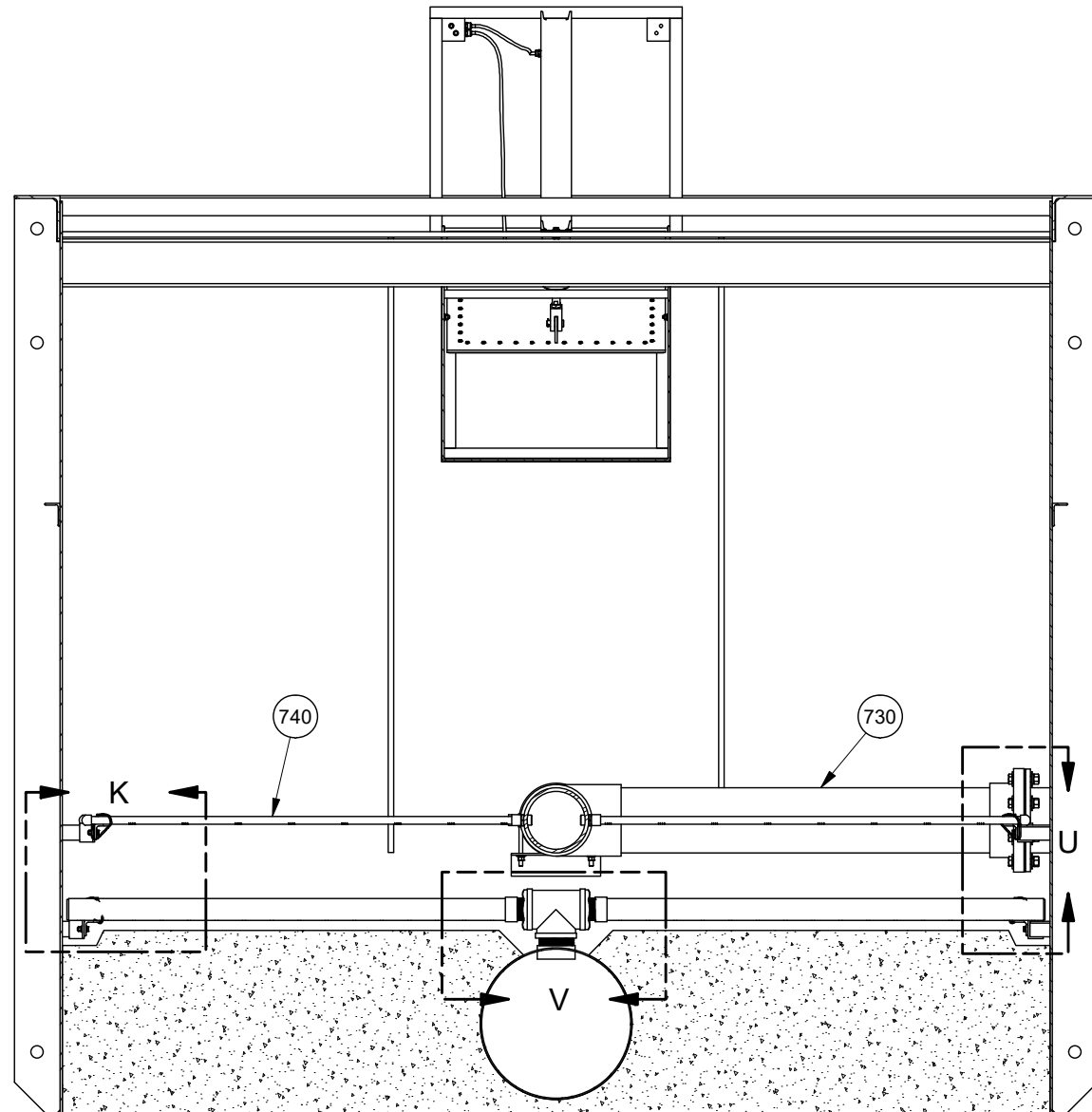


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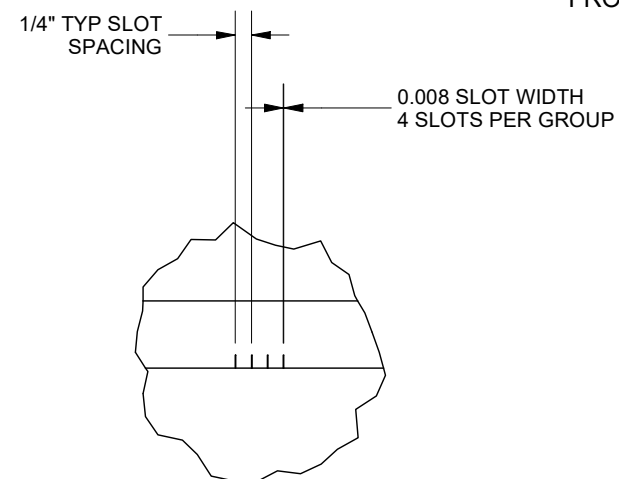


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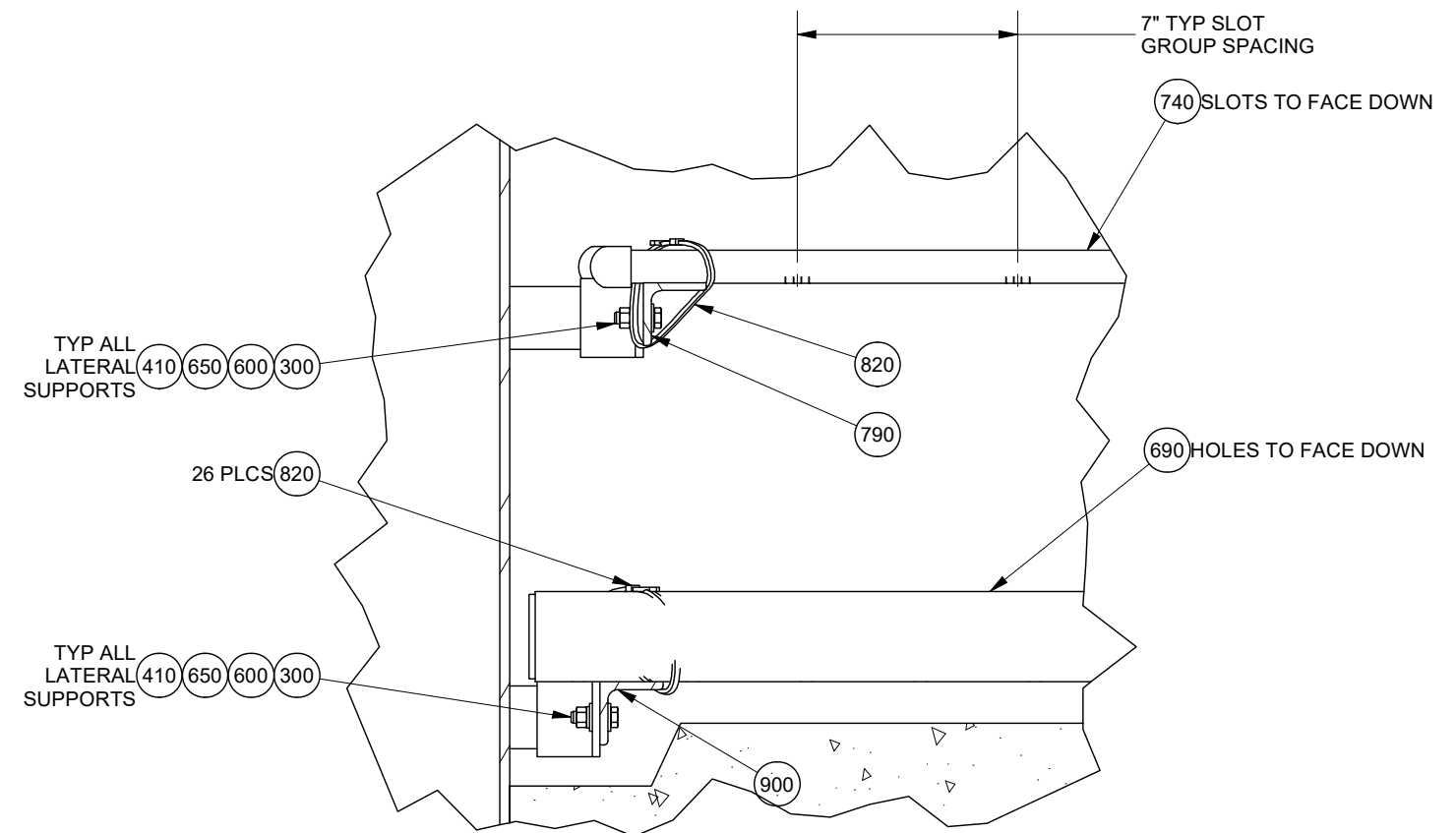
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JOB NUMBER 24862A	DOCUMENT NUMBER 0002885571		SHEET 6 OF 8
			REV -



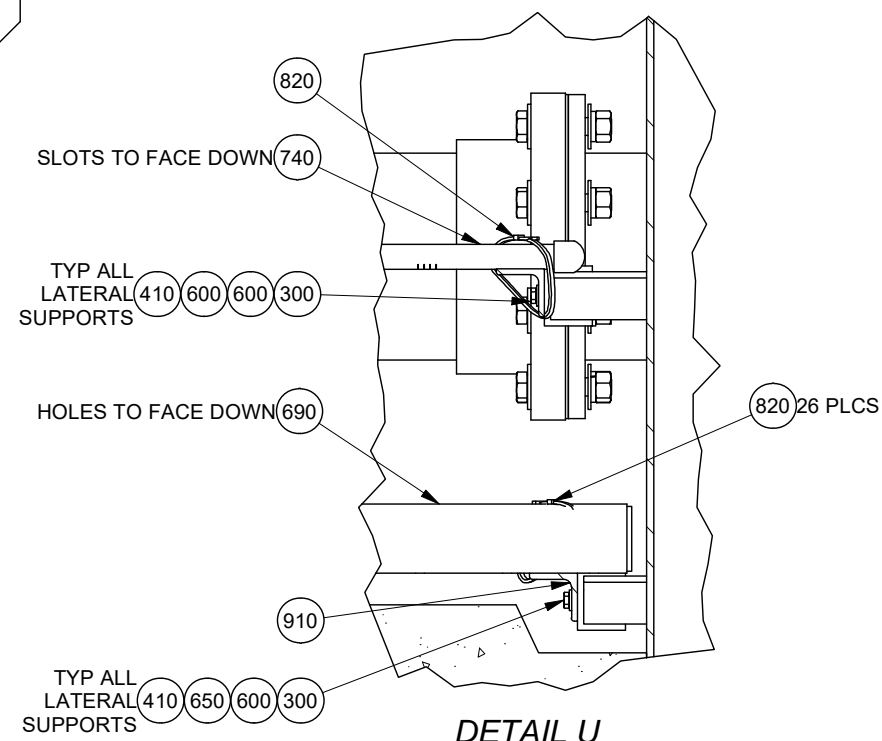
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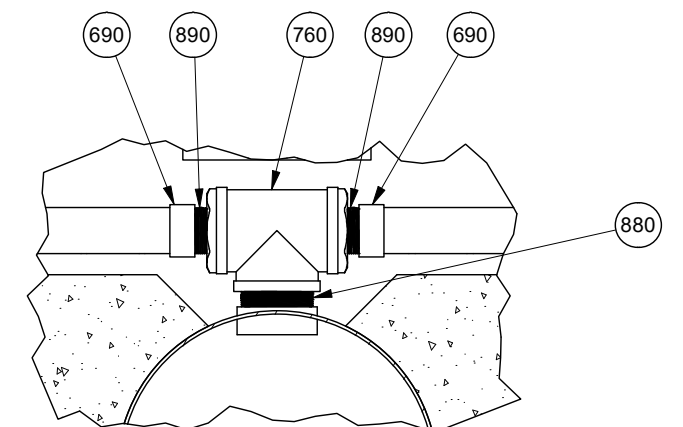
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**DETAIL K**



**DETAIL U**



**DETAIL V**

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<b>24862A</b>	<b>0002885571</b>		7 OF 8
			REV
			-



BILL OF MATERIAL								BILL OF MATERIAL							
PIECE	UNIT QTY	PART NO	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB	PIECE	UNIT QTY	PART NO	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB
10	1	0002885518	TANK FABRICATION, TRIDENT® TR-840 WATER TREATMENT SYSTEM	STL			30806.0	510	1	2-48809	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 60, WHITE, SEMI-CLEAR, FOOD GRADE	PE			0.0
20	2	1-12729	ANGLE, SUPPORT, AC AIR DIST HEADER, TR-840A	304-304L			5.0	520	1	2-48809	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 60, WHITE, SEMI-CLEAR, FOOD GRADE	PE			0.1
30	2	1-12277	ANGLE, SUPPORT, AC AIR DIST LATERAL, TR-840A	304-304L			79.0								
40	1	1-12728	ANGLE, SUPPORT, AC INFLUENT HEADER, TR-840A	304-304L			5.3	530	20	2-7769	U-BOLT, RND BEND, 0.25-20UNC x 2 PIPE SIZE x 3.25 LG	304			2.4
50	1	1-12276	ANGLE, SUPPORT, AC INFLUENT LATERAL, TR-840A	304-304L			50.8	540	1	2-11153	U-BOLT, RND BEND, 0.5-13UNC x 12 PIPE SIZE x 15.25 LG	304			2.2
60	3	1-12281	BEAM, MEDIA RETAINER, HOLD DOWN, TR-840	STL			825.2	550	2	2-7781	U-BOLT, RND BEND, 0.5-13UNC x 6 PIPE SIZE x 8.375 LG	304			2.4
70	1	1-10212	BRACE, WASTE GATE FRAME, TR-840A	A36			22.9	560	5	2-7783	U-BOLT, RND BEND, 0.5-13UNC x 8 PIPE SIZE x 10.375 LG	304			7.5
80	1	1-9703	FRAME, SUPPORT, WASTE GATE CYLINDER, TR-840A	A36			54.0	570	1	2-10656	VALVE, NEEDLE, 0.25 FNPT x 0.25 MNPT	BRS			0.2
90	2	1-48421	GASKET, MEDIA RETAINER, 0.25 x 1.5 x 130	NPRN			3.3	580	1	2-11246	VALVE, SOLENOID, NC, 0.25 x FNPT, 120VAC, 60HZ	BRASS			2.4
100	2	1-48422	GASKET, MEDIA RETAINER, 0.25 x 1.5 x 152	NPRN			3.8	590	50	2-5402	WSHR, FLAT, 0.25	304			0.2
110	1	1-9707	GATE, WASTE, ASSEMBLY, TR-840A	304-304L			96.2	600	68	2-5404	WSHR, FLAT, 0.375	304			0.8
120	3	1-12279	GRATING, AC MEDIA RETAINER A, TR-840A	SST-AL			367.8	610	28	2-5405	WSHR, FLAT, 0.5	304			0.9
130	1	1-12280	GRATING, AC MEDIA RETAINER B, TR-840A	SST-AL			70.6	620	24	2-5407	WSHR, FLAT, 0.75	304			2.1
140	1	1-12284	HEADER, AIR DISTRIBUTION, AC, TR-840A	PVC			67.1	630	32	2-5409	WSHR, FLAT, 1	304			3.4
150	1	1-13068	HEADER, INFLUENT, AC, TR-840A, TANK B	PVC			329.7	640	46	2-5415	WSHR, LOCK, MDM SPLIT, 0.25	304			0.1
160	2	0003532637	L 3 x 3 x 0.5 x 129				202.1	650	34	2-5433	WSHR, LOCK, MDM SPLIT, 0.375	304			0.2
170	10	1-12275	LATERAL, AIR DISTRIBUTION, AC, TR-840A	PVC			92.7	660	22	2-5434	WSHR, LOCK, MDM SPLIT, 0.5	304			0.3
180	1	1-12282	LATERAL, INFLUENT, AC, TR-840A, STYLE A	PVC			69.1	670	1	2-11120	CYL, PNEU, 3.25 BORE, 29 STRK, DBL ACT, PIVOT MNT	304			22.2
190	2	1-12283	LATERAL, INFLUENT, AC, TR-840A, STYLE B	PVC			138.3	680	3	2-8022	GASKET, STRIP, 0.5 THK x 1.0 WIDE, 1 SIDE(S) SKINNED, WITH ADHESIVE ON 1 SIDE(S)	NPRN	154		7.8
200	20	1-10213	PL 0.25 x 2.5 x 2.5	304			9.0								
210	1	1-9696	ROD CLEVIS, FABRICATED, 0.75-16UNF ROD, 3.125 LG, 0.75 PIN	304-304L			1.5	690	52	0002890199	EFFLUENT LATERAL PIPE ASSEMBLY				978.8
220	80	2-11030	STRAINER, MEDIA RETAINING, 0.75 MNPT, 640 STYLE	ABS-SST			11.9	700	1	0002890191	FILTER AIR HEADER PIPE ASSEMBLY				119.9
230	1	2-10985	ADHESIVE, MULTIPURPOSE, 24FL OZ AEROSOL, CLEAR	---			1.1	710	1	0002890192	FILTER AIR HEADER PIPE ASSEMBLY SHORT				93.9
240	2	2-11227	ADPTR, TUBE, RDCG, 150LB, 0.375 PUSH x 0.25 MPTF	ACETAL			0.0	720	1	0002890207	TEE, SCH 40, 6 SOC				14.4
250	2	2-11228	ADPTR, TUBE, RDCG, 150LB, 0.375 PUSH x 0.5 MPTF	ACETAL			0.1	730	1	0002890209	FILTER AIR HEADER PIPE				45.4
260	2	1-28893	BEARING, PLBLK, 0.75 SHAFT, 2 MOUNTING HOLES, SOLID HOUSING	UHMWPE			0.6	740	71	0002890193	LATERAL, SLOTTED, 41 LONG ASSEMBLY				30.8
								750	1	2-2732	GSKT, FLG, FULL FACE, 150LB, 8, 0.125 THK	NPRN			0.3
280	2	2-6318	CAP SCR, HEX, 0.25-20UNC x 0.5, FULL THREAD	304			0.0	760	26	2-8426	TEE, 150LB, 4 FNPT	316			339.9
290	4	2-6323	CAP SCR, HEX, 0.25-20UNC x 1.25	304			0.1	770	1	2-25623	PLUG, PIPE, HEX HEAD, SOLID, 2 MNPT, BLK	A105			2.2
300	28	2-6354	CAP SCR, HEX, 0.375-16UNC x 1.25	304			1.6	780	1	0002937290	LATERAL SUPPORT ANGLE RIGHT LONG				45.0
310	4	2-6355	CAP SCR, HEX, 0.375-16UNC x 1.5	304			0.3	790	1	0002937288	LATERAL SUPPORT ANGLE LEFT				34.6
320	2	2-6356	CAP SCR, HEX, 0.375-16UNC x 1.75	304			0.1	800	1	0002937287	LATERAL SUPPORT ANGLE RIGHT				47.4
330	4	2-6370	CAP SCR, HEX, 0.5-13UNC x 1.5	304			0.5	810	1	0002937289	LATERAL SUPPORT ANGLE LEFT SHORT				33.8
340	2	2-6371	CAP SCR, HEX, 0.5-13UNC x 1.75	304			0.3	820	123	2-36268	CABLE TIE, 11 LG, 0.18 WD, STANDARD, LOCKING	304			1.2
350	2	2-3809	COLLAR, SHAFT, SET SCREW, SOLID, 0.75	303			0.3	830	1	2-25625	PLUG, PIPE, HEX HEAD, SOLID, 3 MNPT, BLK	A105			5.5
360	1	2-32669	CPLG, PIPE, FLEX, 6 GRV	316			11.3	840	8	2-5436	WSHR, LOCK, MDM SPLIT, 0.75	304			0.3
370	1	2-32672	CPLG, PIPE, FLEX, 12 GRV	316			24.4	850	8	2-6510	CAP SCR, HEX, 0.75-10UNC x 3.5	304			4.7
380	3	2-32670	CPLG, PIPE, FLEX, 8 GRV	316			55.5	860	1	2-46744	BRACKET, CLEVIS, 0.75 PIN DIA	SST			3.3
390	1	2-7071	ELBOW, RDCG, 90 DEG, 3000LB, 0.375 CPRSN x 0.25 MNPT	BRS			0.1	870	52	2-56797	BUSHING, PIPE, OUTSIDE HEX, 150LB, 4 MNPT x 2.5 FNPT	316			88.4
400	44	2-5882	NUT, HEX, 0.25-20UNC	304			0.4	880	26	2-56810	NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 40, 4 x CLOSE, N/A	CHANGE ME			67.6
410	34	2-5887	NUT, HEX, 0.375-16UNC	304			0.6	890	52	2-56800	NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 40S, 2.5 x 3 LG	316-316L			49.4
420	22	2-5890	NUT, HEX, 0.5-13UNC	304			1.0	900	1	0003254212	EFFLUENT LATERAL SIDE SUPPORT ANGLE				82.4
430	20	2-5895	NUT, HEX, 0.75-10UNC	304			2.8	910	1	0003256849	EFFLUENT LATERAL SIDE SUPPORT ANGLE, SIDE BACK				82.4
440	48	2-5906	NUT, HEX, 1-8UNC	304			16.0								
450	1	2-5980	NUT, JAM, 0.75-16UNF	304			0.1								
460	1	2-11060	PIN, CLEVIS, FLAT HEAD x HOLE END, 0.75 DIA, 2 LG	304			0.3								
470	1	2-11075	PIN, COTTER, EXT PRONG, CHISEL PT, 0.125 x 1.25	18-8			0.0								
480	2	2-10949	STRAINER, SUCTION SCREEN, 3 MNPT, 10 MESH	NYL			1.0								
490	4	2-7579	STUD, FULL THD, 0.75-10 UNC x 6	304			3.0								
500	16	2-7580	STUD, FULL THD, 1-8 UNC x 6	304			21.6								

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TITLE

TANK COMPONENTS  
TRIDENT® TR-840A WATER TREATMENT SYSTEM

DESIGNER

PE84

CHECKER

BA92

APPROVER

DE111

DATE

2023-01-23

JOB NUMBER

24862A

DOCUMENT NUMBER

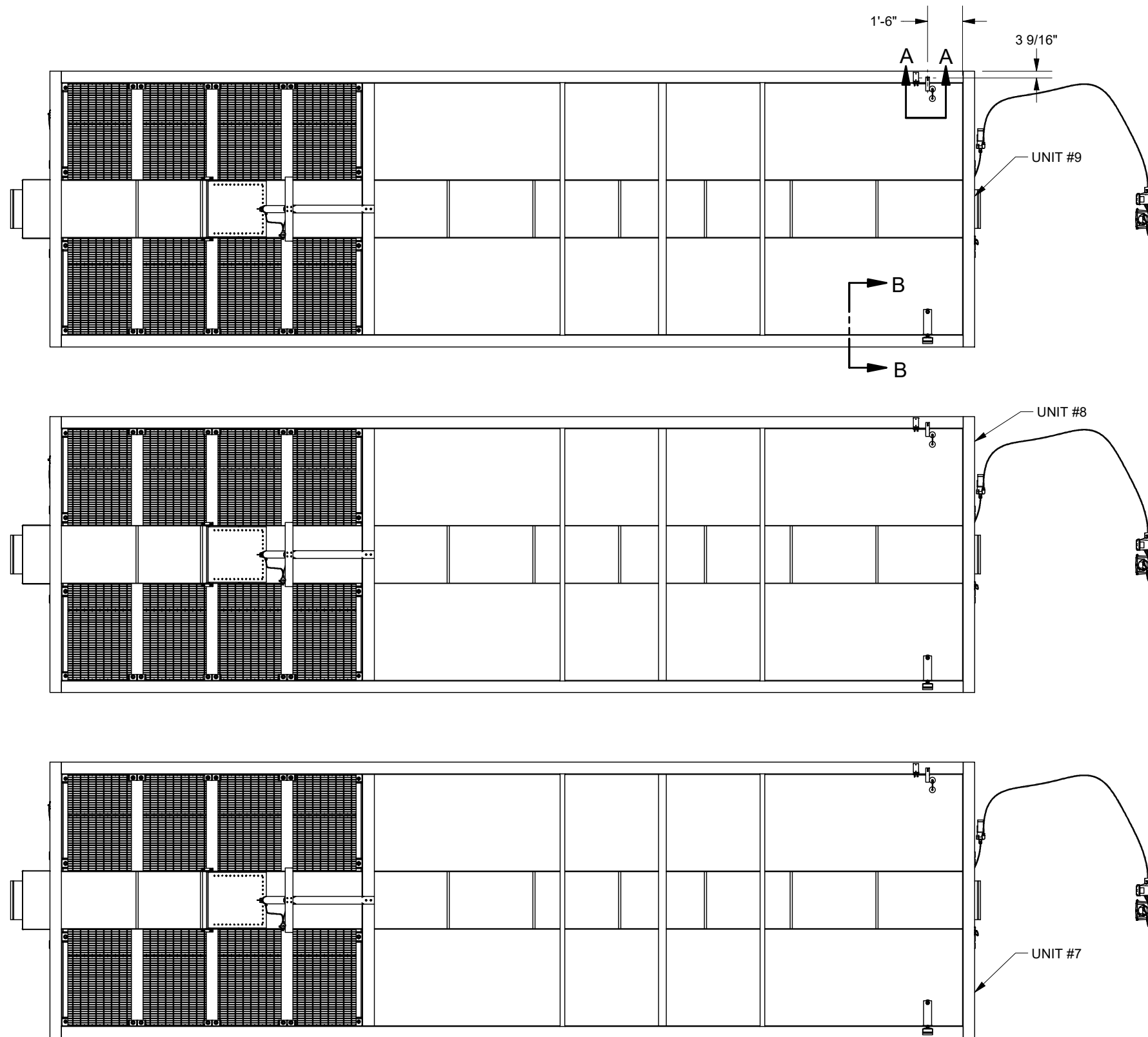
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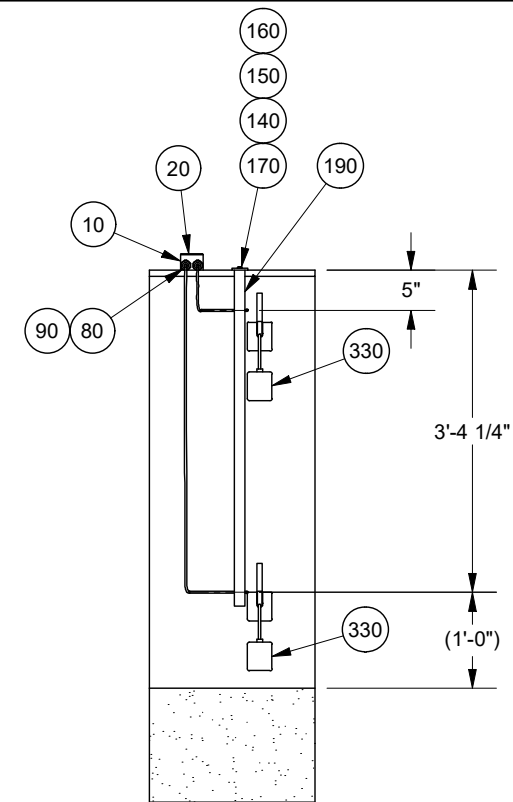
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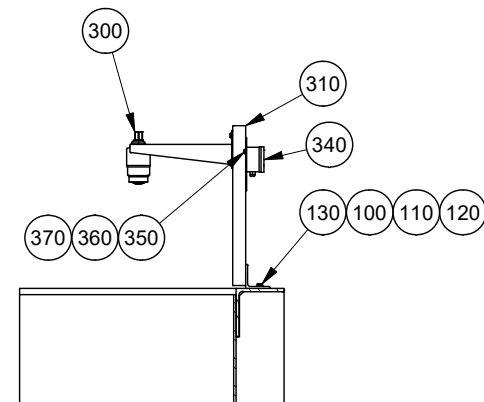
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PLAN VIEW



SECTION A-A



SECTION B-B

NOTES:  
1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.

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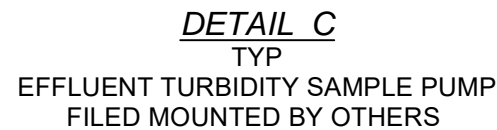
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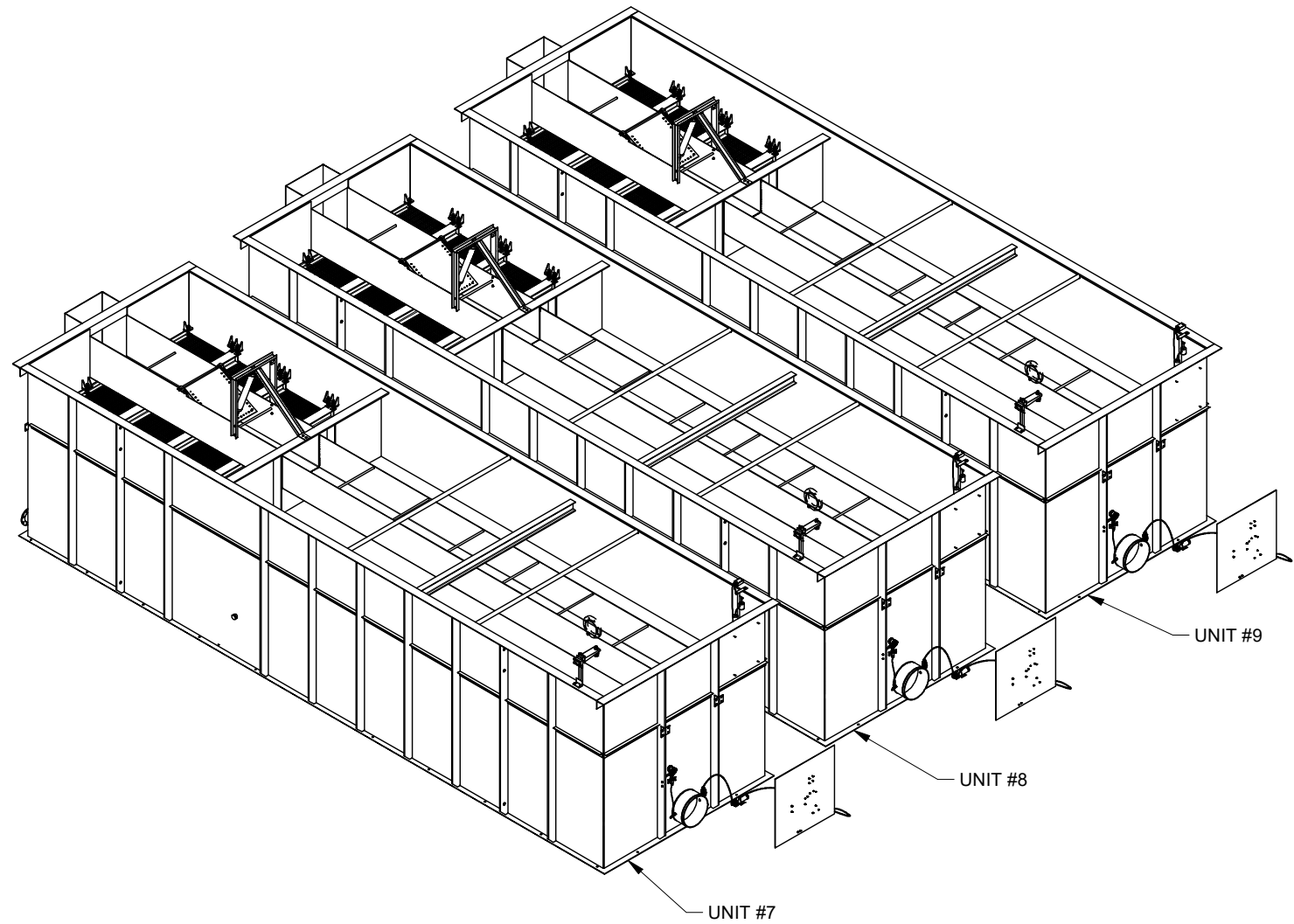
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TITLE **INSTRUMENTATION COMPONENTS, THREE UNITS**  
**TRIDENT® TR-840A, WATER TREATMENT SYSTEM**

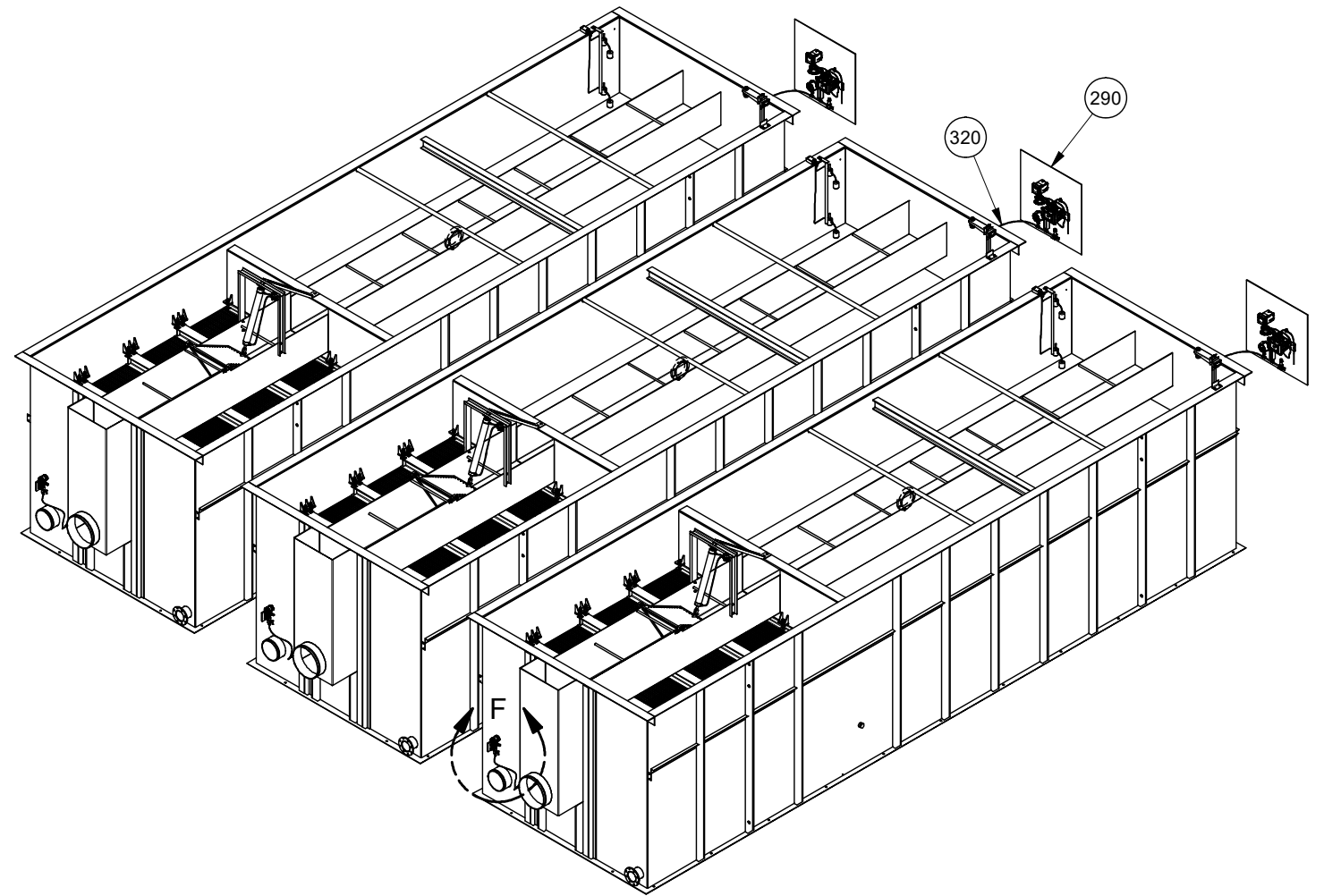
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PE84	BA92	DE111	2023-02-10
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
<b>24862A</b>	<b>0003053858</b>	1 OF 4	-

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS
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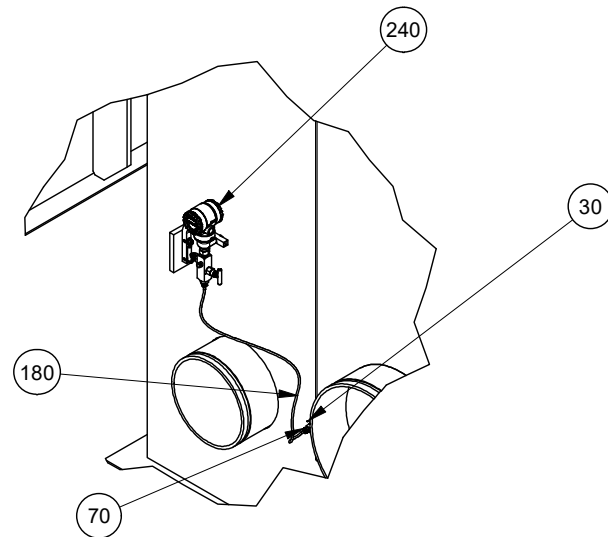




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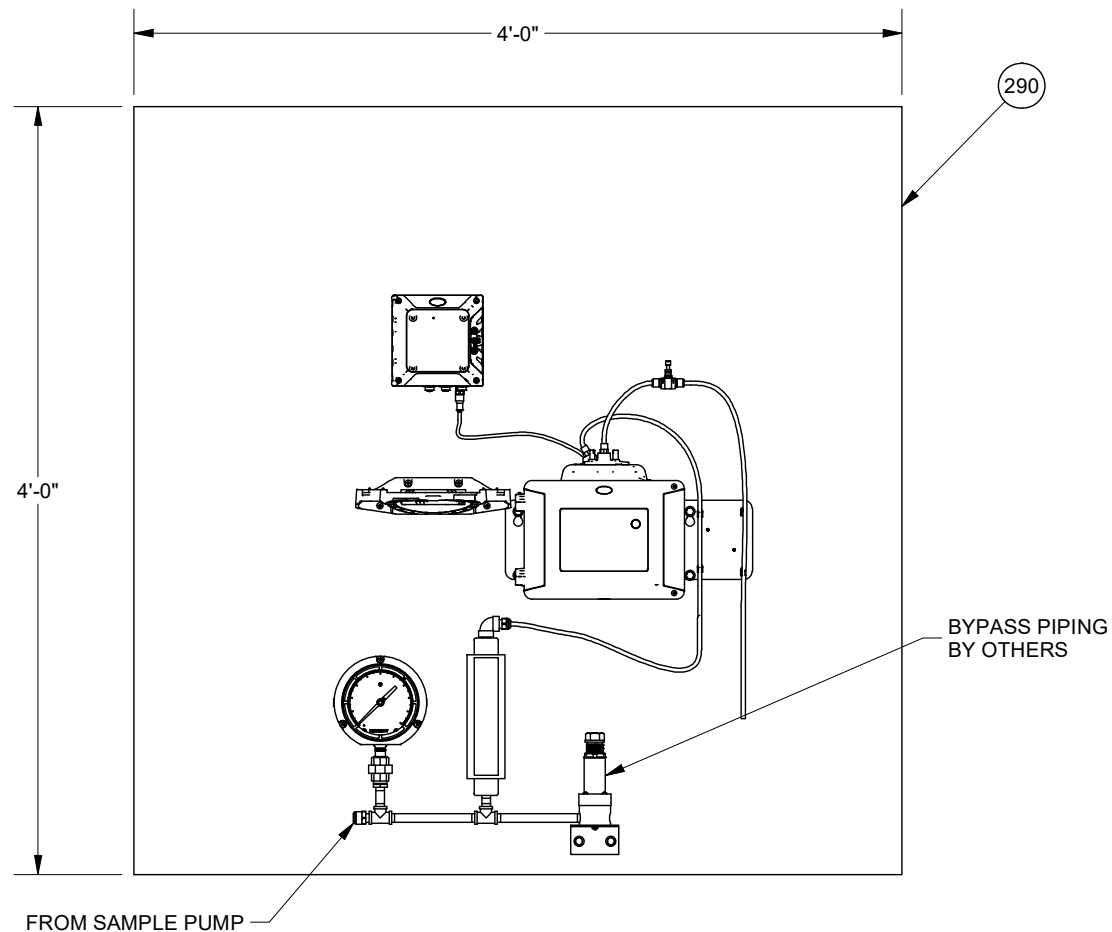


INFLUENT END ISOMETRIC



DETAIL F  
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TITLE INSTRUMENTATION COMPONENTS, THREE UNITS TRIDENT® TR-840A, WATER TREATMENT SYSTEM			
DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-02-10
JOB NUMBER	DOCUMENT NUMBER		SHEET
24862A	0003053858		3 OF 4
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PIECE 290  
EFFLUENT TURBIDITY ASSEMBLY  
FIELD MOUNTED BY OTHERS

NOTES:

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
2. SET CLARIFIER PRESSURE GAUGE AT ZERO AFTER THE TANK IS FILLED TO OPERATING WATER LEVEL BUT BEFORE PLANT FLOW HAS BEEN STARTED. SET SWITCH CONTACTS TO CLOSE AT A READING OF 3 PSI ON THE GAUGE. THIS SETTING IS VITAL TO THE STRUCTURE OF THE ADSORPTION CLARIFIER AND MUST BE SET AS ACCURATELY AS POSSIBLE. SET SWITCH CONTACTS TO CLOSE AT A READING OF 2 PSI ON THE GAUGE. PROCESS AND PLANT OPERATION REQUIREMENTS MAY VARY THIS SETTING PLUS OR MINUS BUT THE SETTING SHOULD NOT EXCEED 2.5 PSI.
3. SET FILTER HEADLOSS GAUGE AT ZERO AFTER THE TANK IS FILLED TO OPERATING WATER LEVEL BUT BEFORE FILTERING FLOW HAS BEEN STARTED. SET HEADLOSS SWITCH CONTACTS TO CLOSE AT A READING OF 8 FT H<sub>2</sub>O VAC ON THE GAUGE. PROCESS AND PLANT OPERATION REQUIREMENTS MAY VARY THIS SETTING PLUS OR MINUS. SET SWITCH CONTACTS TO CLOSE AT A READING OF 4 PSI.
4. LENGTH OF SAMPLE TUBING TO BE AS SHORT AS PRACTICAL TO MINIMIZE LAG TIME IN SAMPLING.
5. ADJUST TURBIDIMETER NEEDLE VALVE TO OBTAIN AN APPROXIMATE 5 TO 7 GPH SAMPLE RATE.

BILL OF MATERIAL							
PIECE	UNIT QTY	PART NO	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB
10	3	2-11247	BOX, ELEC, 1 GANG, 4 HUB, 0.5 HUB SIZE, 17 CU IN	AL			1.8
20	3	2-11248	COVER, ELEC BOX, BLANK, 1 GANG, BRUSHED ALUM FINISH	AL			0.0
30	6	2-10656	VALVE, NEEDLE, 0.25 FNPT x 0.25 MNPT	BRS			1.2
40	9	2-5995	ELBOW, 90 DEG, SCH 80, 0.75 FNPT	PVC			0.9
50	9	2-4088	BUSHING, PIPE, FLUSH, SCH 80, 0.75 MNPT x 0.375 FNPT	PVC			0.3
60	9	2-11221	ADPTR, TUBE, 150LB, 0.375 PUSH x 0.375 MPTF	ACETAL			0.3
70	12	2-11219	ADPTR, TUBE, 150LB, 0.25 PUSH x 0.25 MPTF	ACETAL			0.2
80	6	2-11287	GRIP, CORD, STRAIGHT, 0.5 HUB, 0.125-0.375 CORD	6061			0.4
90	6	2-11254	NUT, LOCK, SEALING, 0.5-14NPT, YLW ZINC	STL			0.1
100	36	2-5404	WSHR, FLAT, 0.375	304			0.4
110	18	2-5433	WSHR, LOCK, MDM SPLIT, 0.375	304			0.1
120	18	2-5887	NUT, HEX, 0.375-16UNC	304			0.3
130	6	2-6355	CAP SCR, HEX, 0.375-16UNC x 1.5	304			0.4
140	12	2-5402	WSHR, FLAT, 0.25	304			0.1
150	6	2-5415	WSHR, LOCK, MDM SPLIT, 0.25	304			0.0
160	6	2-5882	NUT, HEX, 0.25-20UNC	304			0.1
170	6	2-6324	CAP SCR, HEX, 0.25-20UNC x 1.5	304			0.2
180	6	2-48813	TUBE, EXTRUDE, 0.25 OD x 0.040 WALL x 120, WHITE, SEMI-CLEAR, FOOD GRADE	PE	66		0.5
190	3	1-49992	BRACKET, FLOAT SWITCH, 6.25 PJTN x 42 LG	304-304L			21.1
200	6	2-5814	NIPPLE, PIPE, PLAIN, TBE, NPT, SCH 80, 0.75 x SHORT	PVC			0.2
210	3	2-11403	VALVE, BALL, TRUE UNION, FULL PORT, SCH 80, T HDL, QTR TURN, 0.75, SOC	PVC			1.5
220	3	2-48814	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 72, WHITE, SEMI-CLEAR, FOOD GRADE	PE	75		0.3
240	6	2-56422	TRANSMITTER, PRESSURE, GA PRESS, 0.5 FNPT, -14.7 TO 30 PSI , 0.05 % ACCURACY, 4-20 mA 2 WIRE SIGNAL, LOCAL DISPLAY				14.6
250	6	2-18100	MANIFOLD, 2-VALVE, N/A, 0.5 FNPT INLET x 0.5 MNPT OUTLET x 0.25 FNPT BLEED, INLINE, PTFE PACKING	316			5.5
260	6	2-4316	BUSHING, PIPE, OUTSIDE HEX, 150LB, 0.5 MNPT x 0.25 FNPT	304			0.8
270	12	2-6358	CAP SCR, HEX, 0.375-16UNC x 2.25	304			1.1
280	3	2-35967	PUMP, CNTFGL, 0.75 x 0.75, 0.063HP, 3150RPM, 115VAC, 60HZ, MNPT	PP			27.0
290	3	0003513125	TURBIDIMETER PANEL ASSY, CUSTOM, LASER, SC4500 CONTROLLER, PUMP				140.0
300	3	2-54277	TRANSMITTER, LEVEL, RADAR, TIME OF FLIGHT, NON-HAZARDOUS AREA, 2 WIRE, 4-20mA LOOP, 15m MAX RANGE, 2 MNPT	AL			16.5
310	3	0003529271	RADAR LEVEL MOUNTING AND BRACKET ASSEMBLY				28.9
320	3	2-48814	TUBE, EXTRUDE, 0.375 OD x 0.0625 WALL x 72, WHITE, SEMI-CLEAR, FOOD GRADE	PE	438		1.3
330	6	2-57464	SWITCH, FLOAT, SUSPENSION, NO/NC, MERCURY FREE SWITCH, 180 CBL	PP			19.8
340	3	2-57364	LOOP POWERED PROCESS INDICATOR, PLASTIC FIELD HOUSING, 4-20mA +HART +LEVEL FOR FMR20+FMX21 +FMG50, NON-HAZARDOUS AREA	PVDF			5.1
350	6	2-33285	CAP SCR, HEX, CLASS A2-70, M6-1 x 20, FULL THREAD	304			0.0
360	12	2-18715	WSHR, FLAT, M6	304			0.1
370	6	2-38899	NUT, LOCK, NYL INSERT, CLASS A2, M6-1.00	304			0.0



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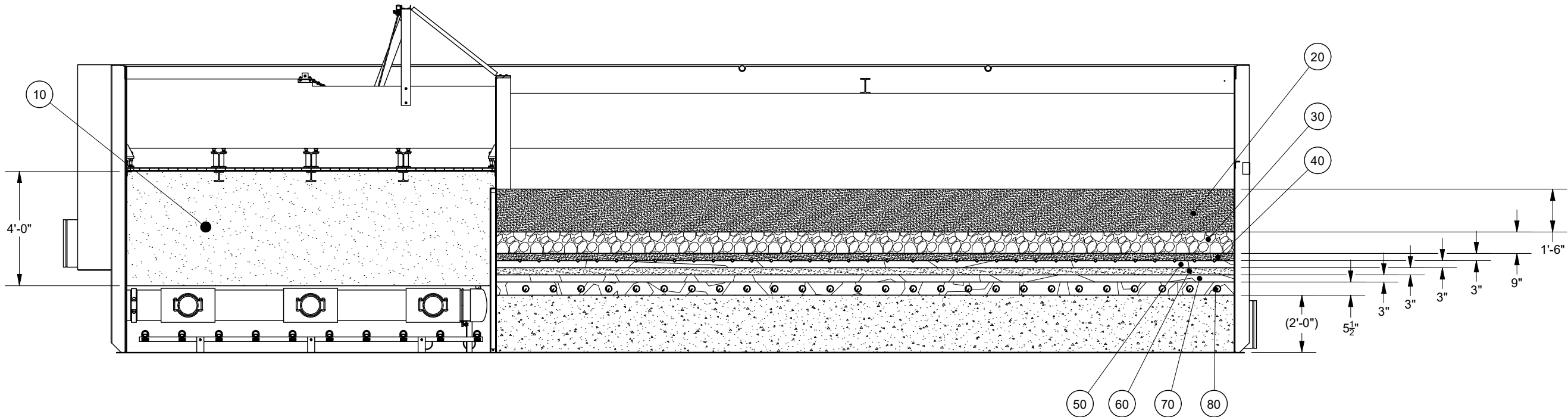
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**TITLE      INSTRUMENTATION COMPONENTS, THREE UNITS**  
**TRIDENT® TR-840A, WATER TREATMENT SYSTEM**

DESIGNER	CHECKER	APPROVER	DATE
PE84	BA92	DE111	2023-02-10

JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
<b>24862A</b>	<b>0003053858</b>	<b>4 OF 4</b>	<b>-</b>

BILL OF MATERIAL								
PIECE	PART NO	MEDIA VOLUME	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT, LB	
10	2-6992	560 ft^3	MEDIA, AC, 50/50 VIRGIN/R&S (MS107/MS110), NSF APPROVED	HDPE			20720.0	
20	2-4804	425 ft^3	ANTHRACITE, 1.0-1.1 MM EFF SIZE, 1.7 MAX UC, 1.4 MIN SG, MS-4	ANTHRACITE			22525.0	
30	2-11029	221 ft^3	SAND, SILICA, 0.35-0.45 MM EFF SIZE, 1.4 UC MAX, MIN SG OF 2.60, MS-18	SAND SIL			22100.0	
40	2-5953	74 ft^3	SAND, GARNET, 0.2-0.32 MM EFF SIZE, 1.7 UC MAX, MIN SG OF 3.8, MS-21	SAND GAR			9028.0	
50	2-4795	74 ft^3	GRAVEL, GARNET, 1.4 x 1.6, 1.6 UC MAX, 3.8 SG MIN, MS-22	GRAVEL			10730.0	
60	2-4761	74 ft^3	GRAVEL, GRADED, 0.1875 x 0.375, 2.5 SG MIN	GRAVEL			7400.0	
70	2-4762	74 ft^3	GRAVEL, GRADED, 0.375 x 0.75, 2.5 SG MIN	GRAVEL			7400.0	
80	2-4745	139 ft^3	GRAVEL, GRADED, 0.75 x 1.5, 2.5 SG MIN	GRAVEL			13900.0	



NOTES:

1. THE BILL OF MATERIAL LISTS THE MEDIA REQUIRED FOR ONE UNIT, INCLUDING OVERAGE. MEDIA QUANTITY PROVIDED FOR THREE NEW UNITS.
2. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
3. ALL LAYERS OF MEDIA TO BE LEVEL AND IN ACCORDANCE WITH MEDIA PLACEMENT SPECIFICATIONS.  
PLACEMENT TOLERANCE:  
LAYERS 3" AND LESS: ± 1/2"  
LAYERS 9" AND DEEPER: ±1"  
FINISHED FILTER BED: ±1"
4. FILTER GUARANTEE REQUIRES WESTECH ENGINEERING'S TECHNICAL DIRECTION DURING MEDIA PLACEMENT.
5. FILTER MEDIA BAGS MUST BE PROTECTED FROM THE WEATHER AND STACKED NOT MORE THAN 5 (FIVE) HIGH TO PREVENT BREAKAGE. WHEN BULK SHIPMENT IS USED THE FILTER MEDIA MUST BE PROTECTED FROM THE WEATHER AND COVERED TO PREVENT WIND-BLOWN LOSS DURING MEDIA PLACEMENT.
6. APPROXIMATELY TWO BACKWASH AND SKIMMING OPERATIONS WILL BE REQUIRED DURING MEDIA PLACEMENT. EACH BACKWASH WILL BE ABOUT A 10 MINUTE DURATION.
7. FILTER MEDIA PLACEMENT MUST BE DONE UNDER WESTECH ENGINEERING'S DIRECTION AFTER ALL ELECTRICAL, HYDRAULIC AND CONTROL SYSTEMS ARE INSTALLED AND/OR REPAIRED AND OPERABLE PRIOR TO ARRIVAL OF TECHNICAL DIRECTOR.
8. MEDIA SHOULD BE PLACED IN ADSORPTION CLARIFIER AFTER ALL AIR WASH LATERALS AND SUPPORTS HAVE BEEN ASSEMBLED AND PRIOR TO INSTALLATION OF MEDIA RETAINER COVER. THERE IS TO BE NO UNSCREENED OPENINGS IN MEDIA RETAINING COVER. SEE PROJECT'S O&M MANUAL FOR MEDIA INSTALLATION PROCEDURES.

BACKCHARGES FOR FIELDWORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTECH ENGINEERING, LLC.

DESIGNER

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2023-02-17

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DOCUMENT NUMBER

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1 OF 1

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TITLE



MEDIA LOADING SCHEDULE

TRIDENT® TR-840A WATER TREATMENT SYSTEM

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE
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REFERENCE DOCUMENTS

**EQUIPMENT DESCRIPTION:**

TYPE OF EQUIPMENT / TAG NUMBER(S):	SUBMERGED PROCESS EQUIPMENT (DOMESTIC)
ITEMS REQUIRING THIS COATING SYSTEM:	ALL PARTIALLY SUBMERGED OR TOTALLY SUBMERGED ITEMS
MATERIAL TO BE COATED:	 CARBON STEEL
<b><u>PROCESS APPLICATION</u></b>	
DESIGN / OPERATING TEMPERATURE:	0°F TO 120°F MAXIMUM
HUMIDITY:	100%
SERVICE CONDITIONS:	SUBMERGED
UV EXPOSED:	NO
PROCESS ENVIRONMENT:	POTABLE WATER
pH LEVEL:	NEUTRAL (6-9)
IF pH IS NOT NEUTRAL, WATER CHEMISTRY ANALYSIS IS REQUIRED:	NO
COATINGS SHALL MEET NSF 61 CERTIFICATION:	 YES
MAXIMUM PPM CHLORIDES:	1,000 PPM

## FINISHING

INSULATED:	NO
FIREPROOFING:	NO
CATHODIC PROTECTION SYSTEM:	NO

## **14 INSPECTION REQUIREMENTS**

NACE CERTIFIED COATINGS INSPECTOR:	<input checked="" type="checkbox"/> NOT REQUIRED / NOT BY WESTECH
NACE CERTIFICATION LEVEL REQUIRED:	NOT REQUIRED / NOT BY WESTECH <input checked="" type="checkbox"/>
HOLIDAY TEST (NACE SP0188):	<input checked="" type="checkbox"/> YES
SOLUBLE SALT TEST:	NOT REQUIRED / NOT BY WESTECH <input checked="" type="checkbox"/>
MILLIGRAMS / METERS <sup>2</sup> ACCEPTABLE:	<input checked="" type="checkbox"/> NOT REQUIRED / NOT BY WESTECH
ADHESION TEST:	NOT REQUIRED / NOT BY WESTECH <input checked="" type="checkbox"/>

## SURFACE PREPARATION


NACE/SSPC SURFACE CLEANING STANDARD:	NACE 2 / SP10
MINIMUM ANGULAR ANCHOR PROFILE RANGE:	2.0 mils

NOTES:

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
2. FIELD TOUCH-UP PAINT, LABOR AND COATINGS ARE NOT SUPPLIED BY WESTECH.
3. EPOXY COATINGS CHALK WHEN EXPOSED TO UV LIGHT AND WILL FADE.
4. SURFACE PREPARATION AND COATING APPLICATION:
  - a. SHALL BE IN ACCORDANCE WITH NACE/SSPC STANDARDS, COATING MANUFACTURER'S PRODUCT DATA SHEET AND WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTION 3.1).
  - b. PRE-CLEANING - VERIFY THAT ALL SURFACES ARE FREE OF WELD SLAG, SPATTER, SHARP EDGES, AND BURRS PER QR-00-063 (SECTION 2.1).
  - c. CLEANING - PRIOR TO ABRASIVE BLAST CLEANING, SOLVENT WIPE PER SSPC SP1. REMOVE ALL VISUAL GREASE, OIL, WAX, AND ALL OTHER CONTAMINATION.
  - d. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.
5. FOR FIELD RECOAT WINDOWS, REFER TO THE COATING MANUFACTURER'S PRODUCT DATA SHEET, AND FOR EXACT SHOP COATING APPLICATION DATES, CONTACT WESTECH.
6. COATING THICKNESS RESTRICTION LEVEL SHALL BE IN ACCORDANCE WITH SSPC PA2, TABLE 1 - RESTRICTION LEVEL 3 (80%-120%).
7. MACHINED SURFACES AND FORGED (ANSI) PIPE FLANGE FACES SHALL BE PROTECTED FROM ABRASIVE BLAST CLEANING AND COATING APPLICATION IN ACCORDANCE WITH THE WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE OR EQUIVALENT RUST INHIBITOR TO PROTECT THESE SURFACES DURING SHIPPING.
8. FOR SUBMERGED APPLICATIONS: STRIPE COAT ALL WELDS, CUT EDGES, BOLT HOLES AND SLOTS USING A BRUSH. STRIPE COAT PER SSPC PA GUIDE 11 MAY BE COMPLETED AFTER PRIME COAT. STRIPE COAT 1" [25mm] BEYOND EDGE OR WELD.
9. PIPING 24" OR LESS IN DIAMETER IS ONLY COATED ON THE OUTSIDE SURFACES, EXCEPT FOR TANK AND VESSEL NOZZLES, WHICH REQUIRE COATINGS TO BE APPLIED BOTH INTERNALLY AND EXTERNALLY.
10. ALL BUYOUT ITEMS SUCH AS NON-WESTECH DRIVES, BEARING HOUSINGS, AND MOTORS RECEIVE MANUFACTURER'S STANDARD PROTECTIVE COATINGS.
11. NON-FERROUS MATERIALS, SUCH AS FIBERGLASS, ALUMINUM, PLASTIC, ETC. SHALL NOT BE COATED, EXCEPT WHEN SPECIFICALLY STATED ON DRAWINGS OR IN THE PURCHASE ORDER.
12. COATING THICKNESS SHALL BE MEASURED ABOVE THE PEAKS OF THE ANCHOR PROFILE. COATING SYSTEMS OF LESS THAN (15) MILS DRY FILM THICKNESS (DFT) SHALL INCLUDE A "BASE METAL READING" ADJUSTMENT TO THE DRY FILM THICKNESS GAGE. WHEN THE ABRADED SURFACE IS INACCESSIBLE DUE TO COATING APPLICATION, AND NO REFERENCE SURFACE IS AVAILABLE, A MINIMUM OF (1) MIL DRY FILM THICKNESS SHALL BE SUBTRACTED FROM THE DRY FILM THICKNESS GAGE READINGS.
13. USE A MAXIMUM OF 5% F041-0088 THINNER CLEAR BY VOLUME WITH TNEMEC SERIES 21.
14. REFERENCE NOTES: ONLY APPLICABLE WHEN SPECIFIC DATA IS LISTED UNDER "INSPECTION REQUIREMENTS"
  - NACE CERTIFIED COATING INSPECTION - (IF YES) - COATING SHALL BE INSPECTED BY A NACE CERTIFIED INSPECTOR, LEVEL 1 OR HIGHER. SPECIFY LEVEL ON THE NEXT LINE.
  - HOLIDAY TEST - (IF YES) - HOLIDAY TESTING SHALL BE IN ACCORDANCE WITH THE COATING MANUFACTURER'S PRODUCT DATA SHEET (PREFERRED METHOD) OR PER NACE SP-0188.
  - SOLUBLE SALT TEST - (IF YES) - TESTING SHALL BE PERFORMED IN ACCORDANCE WITH SSPC GUIDE-15. LIMITS SHALL BE DEFINED AS MILLIGRAMS/METER<sup>2</sup> (mg/m<sup>2</sup>). IF CLIENT DOES NOT SPECIFY, SEND REQUEST FOR INFORMATION.
  - ADHESION TEST - (IF YES) - TESTING SHALL BE PERFORMED IN ACCORDANCE WITH ASTM D3359 "X-CUT ADHESION" (TAPE) OR ASTM D4541 (PULL-OFF). IF PULL-OFF IS SPECIFIED, MINIMUM ADHESION SHALL BE SPECIFIED IN PSI AND BASED ON COATING MANUFACTURER'S RECOMMENDATIONS.
15. THE MAXIMUM TOTAL DRY FILM THICKNESS (DFT) FOR NSF 61 CERTIFIED COATINGS USING SERIES 21 IS 20 MILS. DO NOT EXCEED.
16. STAINLESS STEEL COMPONENTS WELDED TO CARBON STEEL SHALL BE COATED EXCEPT WHERE NOTED ON DRAWING.

COATING SYSTEM SPECIFICATION	PRIMER COAT #1	STRIPE COAT	COATING #2
COATING MANUFACTURER:	TNEMEC	TNEMEC	TNEMEC
TYPE OF COATING:	PHENALKAMINE	PHENALKAMINE	PHENALKAMINE
(GENERIC):	(EPOXY)	(EPOXY)	(EPOXY)
PRODUCT NAME/NUMBER:	13 SERIES 21	13 SERIES 21	13 SERIES 21
DRY FILM THICKNESS (DFT)			
MINIMUM-MAXIMUM mils:	5-7 mils	8	5-7 mils
COLOR NAME/ NUMBER:	BEIGE (1255)	OFF WHITE (WH16)	OFF WHITE (WH16)
		TOTAL DRY FILM THICKNESS:	10-14 mils 19

PREPARED FOR	OLIVER P. ROEMER WTF RIALTO, CALIFORNIA
ENGINEER	STANTEC PASADENA, CALIFORNIA
CONTRACTOR	PCL CONSTRUCTION LONG BEACH, CALIFORNIA
PO/CONTRACT NUMBER	03269401-OM



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TITLE	COATING DATA SHEET SUBMERGED WATER (MICROFLOC PACKAGE SYSTEM)		
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DESIGNER	CHECKER	APPROVER	DATE
PE84	DE111	DE111	2023-02-03

JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
24862A	0003054287	1 OF 1	-

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS
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<b>EQUIPMENT DESCRIPTION:</b>	
TYPE OF EQUIPMENT:	NON-SUBMERGED PROCESS EQUIPMENT (DOMESTIC)
TAG NUMBER(S):	N/A
ITEMS REQUIRING THIS COATING SYSTEM:	ALL EXTERIOR ITEMS
MATERIAL TO BE COATED:	CARBON STEEL

<b>PROCESS APPLICATION</b>	
DESIGN / OPERATING TEMPERATURE:	DRY 140°F MAXIMUM CONTINUOUS
HUMIDITY:	0 -100% ATMOSPHERIC
SERVICE CONDITIONS:	NON-SUBMERGED
UV EXPOSED:	NO
PROCESS ENVIRONMENT:	PROCESS WATER
pH LEVEL:	
IF pH IS NOT NEUTRAL, WATER CHEMISTRY ANALYSIS IS REQUIRED:	NO

<b>FINISHING</b>	
INSULATED:	NO
FIREPROOFING:	NO
CATHODIC PROTECTION SYSTEM:	NO

<b>INSPECTION REQUIREMENTS</b>	
NACE CERTIFIED COATINGS INSPECTOR:	NOT REQUIRED / NOT BY WESTECH
NACE CERTIFICATION LEVEL REQUIRED:	NOT REQUIRED / NOT BY WESTECH
HOLIDAY TEST (NACE SP0188):	YES
SOLUBLE SALT TEST:	NOT REQUIRED / NOT BY WESTECH
MILLIGRAMS / METERS <sup>2</sup> ACCEPTABLE:	NOT REQUIRED / NOT BY WESTECH
ADHESION TEST:	NOT REQUIRED / NOT BY WESTECH

<b>SURFACE PREPARATION</b>	
NACE/SSPC SURFACE CLEANING STANDARD:	NACE 2 / SP10
MINIMUM ANGULAR ANCHOR PROFILE RANGE:	2.0 mils

<b>COATING SYSTEM SPECIFICATION</b>	<b>PRIMER COAT #1</b>	<b>COATING #2</b>
COATING MANUFACTURER:	TNEMEC	TNEMEC
TYPE OF COATING:	PHENALKAMINE	ALAPHATIC ACRYLIC
(GENERIC):	(EPOXY)	POLYURETUANE
PRODUCT NAME/NUMBER:	SERIES 21	SERIES 73
DRY FILM THICKNESS (DFT)		
MINIMUM-MAXIMUM mils:	5-7 mils	3-5 mils
COLOR NAME / NUMBER:	BEIGE (1255)	AQUA SKY (10GN)
TOTAL DRY FILM THICKNESS OF SYSTEM:		8-12 mils

NOTES:

- FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
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- EPOXY COATINGS CHALK WHEN EXPOSED TO UV LIGHT AND WILL FADE.
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  - SHALL BE IN ACCORDANCE WITH NACE/SSPC STANDARDS, COATING MANUFACTURER'S PRODUCT DATA SHEET AND WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTION 3.1).
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  - CLEANING - PRIOR TO ABRASIVE BLAST CLEANING, SOLVENT WIPE PER SSPC SP1. REMOVE ALL VISUAL GREASE, OIL, WAX, AND ALL OTHER CONTAMINATION. WHEN SSPC SP6 IS SPECIFIED AND NEW STEEL IS USED, PER NACE VIS 1 SURFACE CLEANING SHALL BE SP10.
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- COATING THICKNESS RESTRICTION LEVEL SHALL BE IN ACCORDANCE WITH SSPC PA2, TABLE 1 - RESTRICTION LEVEL 3 (80%-120%).
- MACHINED SURFACES AND FORGED (ANSI) PIPE FLANGE FACES SHALL BE PROTECTED FROM ABRASIVE BLAST CLEANING AND COATING APPLICATION IN ACCORDANCE WITH THE WESTECH WORKMANSHIP STANDARD QR-00-063 (SECTIONS 2.6 AND 3.1). AFTER COATING APPLICATION IS COMPLETE, APPLY LPS3, COSMOLINE OR EQUIVALENT RUST INHIBITOR TO PROTECT THESE SURFACES DURING SHIPPING.
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- USE A MAXIMUM OF 5% F041-0088 THINNER CLEAR BY VOLUME WITH TNEMEC SERIES 21.
- REFERENCE NOTES: ONLY APPLICABLE WHEN SPECIFIC DATA IS LISTED UNDER "INSPECTION REQUIREMENTS"
  - NACE CERTIFIED COATING INSPECTION - (IF YES) - COATING SHALL BE INSPECTED BY A NACE CERTIFIED INSPECTOR, LEVEL 1 OR HIGHER. SPECIFY LEVEL ON THE NEXT LINE.
  - HOLIDAY TEST - (IF YES) - HOLIDAY TESTING SHALL BE IN ACCORDANCE WITH THE COATING MANUFACTURER'S PRODUCT DATA SHEET (PREFERRED METHOD) OR PER NACE SP-0188.
  - SOLUBLE SALT TEST - (IF YES) - TESTING SHALL BE PERFORMED IN ACCORDANCE WITH SSPC GUIDE-15. LIMITS SHALL BE DEFINED AS MILLIGRAMS/METER<sup>2</sup> (mg/m<sup>2</sup>). IF CLIENT DOES NOT SPECIFY, SEND REQUEST FOR INFORMATION.
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- EXTERIOR BOTTOM OF TANK UNCOATED. INSTALLING CONTRACTOR TO APPLY ASPHALTIC COATING TO EQUIPMENT BASE PAD PRIOR TO TANK PLACEMENT.
- IF RAW MATERIAL SHORTAGES OCCUR AT THE TIME OF PAINT APPLICATION, THEN TNEMEC HAS RECOMMENDED SERIES 1074U AS AN ALTERNATE TO SERIES 73. IF THIS CHANGE IS REQUIRED, THEN WESTECH WILL PROVIDE COMMUNICATION OF THE UPDATE AT THE TIME OF APPLCATION, UNLESS OTHER NOTED IN SUBSEQUENT COMMUNICATIONS, TNEMEC SERIES 73 WILL BE USED.

PREPARED FOR	OLIVER P. ROEMER WTF RIALTO, CALIFORNIA			
ENGINEER	STANTEC PASADENA, CALIFORNIA			
CONTRACTOR	PCL CONSTRUCTION LONG BEACH, CALIFORNIA			
PO/CONTRACT NUMBER	03269401-OM			
<div>WestTech®</div>				
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TITLE COATING DATA SHEET NON-SUBMERGED (TRIDENT®)				
DESIGNER	CHECKER	APPROVER	DATE	
PE84	DE111	DE111	2023-02-03	
JOB NUMBER	DOCUMENT NUMBER		SHEET	REV
24862A	0003054288		1 OF 1	A

A	EXTERIOR FINISH PAINT CHANGED	-	PE84	DE111	2023-05-17	QR-00-063
REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS





## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** Adopt Resolution Designating Authorized Agents of West Valley Water District for the California Governor's Office of Emergency Services

---

### **MEETING HISTORY:**

01.29.2024 Engineering, Operations and Planning Adjourned Committee Meeting

### **BACKGROUND:**

The West Valley Water District ("District") submitted a reimbursement application packet for the Public Assistance Program ("PA") under the Legislative Pre-Disaster Mitigation Grant Program (LPDM24).

### **DISCUSSION:**

The California Governor's Office of Emergency Services ("Cal OES") has notified the District that the Federal Emergency Management Agency ("FEMA") has approved its subaward application for the Zone 5 Emergency Generator for Pump Station 5-2 Project. To facilitate reimbursement processing, the Recovery Financial Processing Unit ("FPU") requires a Designation of Sub-recipient's Agent Resolution for Non-State Agencies ("Cal OES 130 Resolution") to be on file. This is necessary to obtain certain federal financial assistance under Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act. A new Cal OES 130 Resolution is required if the previously submitted document is more than three (3) years old or if changes have been made to the name or title of authorized agents. The Cal OES 130 Resolution form is included as **Exhibit A**.

### **FISCAL IMPACT:**

There is no cost associated with submitting the requested item.

### **REQUESTED ACTION:**

1. Adopt Resolution No. 2025-01 approving Designating Authorized Agents of the West Valley Water District for the Cal OES PA Grants under LPDM24; and
2. Authorize the General Manager to execute all necessary documents.

**Attachments**

[Exhibit A - Cal EOS 130 Resolution.pdf](#)

# Exhibit A

Cal OES 130\_Resolution 2025-\_\_



**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE West Valley Water District  
(Governing Body) (Name of Applicant)

THAT General Manager, OR  
(Title of Authorized Agent)

Assistant General Manager, OR  
(Title of Authorized Agent)

Director of Engineering  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the West Valley Water District,  
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the West Valley Water District, a public entity established under the  
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Gregory Young, President  
(Name and Title of Governing Body Representative)

Daniel Jenkins, Vice President  
(Name and Title of Governing Body Representative)

Board Member  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Elvia Dominguez, duly appointed and Board Secretary of  
(Name) (Title)  
West Valley Water District, do hereby certify that the above is a true and  
(Name of Applicant)

correct copy of a resolution passed and approved by the Board of Directors  
(Governing Body)  
of the West Valley Water District on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
(Name of Applicant)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



---

### **Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** Water System Infrastructure Installation and Conveyance Agreement with LIT BLV CA Pepper Avenue Owner LP for Rialto Distribution Center 1

---

### **MEETING HISTORY:**

01.29.2025 Engineering, Operations and Planning Adjourned Committee Meeting

### **BACKGROUND:**

LIT BLV CA Pepper Avenue Owner LP ("Developer") is the owner of land located south of Highland Avenue, and east of Pepper Avenue in the City of Rialto known as Rialto Distribution Center 1 ("Development"). The proposed development includes the construction and operation of a 465,113 square-foot warehouse with offices. In developing this land, the Developer is required to construct 1,415 lineal feet of new 16-inch ductile iron pipe in Pepper Avenue in order to install water services for domestic, fire and irrigation purposes for the project.

### **DISCUSSION:**

West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") to construct the water facilities needed to supply water to the Development. This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Included as **Attachment A** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

### **FISCAL IMPACT:**

No fiscal impact to the District.

### **REQUESTED ACTION:**

1. Approve the Water System Infrastructure Installation and Conveyance Agreement with LIT BLV CA Pepper Avenue Owner LP for Rialto Distribution Center 1.
2. Authorize the General Manager to execute all necessary documents.



**Attachments**

[Attachment A - WICA.pdf](#)

# Attachment A

## **WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of \_\_\_\_\_ by and between **LIT BLV CA Pepper Avenue Owner LP** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **Rialto Distribution Center 1** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

### **1. DESIGN**

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with District plans known as **Water Improvement Plans for Rialto Distribution Center 1**, as represented and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's Rules and Regulations, latest edition (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, improvement plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

## **2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

## **3. LICENSES AND PERMITS**

3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations by the District, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's sole expense prior to construction.

3.4. Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

#### **4. INSURANCE REQUIREMENTS**

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor as stated in Section 3.2 of this agreement. The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Rialto Distribution Center 1** is **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "C", shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the Contractor's cost proposal.

## 6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable legal requirements.

## 7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

- 7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

*RE:* Water Improvement Plans for Rialto Distribution Center 1

- 7.3. Notices required shall be given to **Developer** addressed as follows:

LIT BLV CA Pepper Avenue Owner LP

ATTN TO: Bob Close

1501 Quail St, Suite 110

Newport Beach, CA 92660

*RE:* Water Improvement Plans for Rialto Distribution Center 1

- 7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME:

ATTN TO:

ADDRESS

*RE:* Water Improvement Plans for Rialto Distribution Center 1

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

## **8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

8.1. Upon acceptance of the insurance and aforementioned bonds in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

## **9. INSPECTION**

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.



9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

## **10. TESTING AND DISINFECTION**

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

## **11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

## **12. AS-CONSTRUCTED DOCUMENTATION**

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including as-built drawings.

## **13. INDEMNIFICATION**

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such

insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

#### **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

#### **15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

#### **16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance

with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

## **18. BREACH OR DEFAULT OF AGREEMENT**

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

[CONTINUED ON NEXT PAGE]

## **19. SUCCESSORS BOUND**

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

## **20. ENFORCEMENT OF PROVISIONS**

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

### **WEST VALLEY WATER DISTRICT**

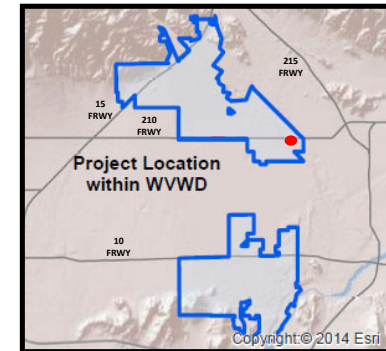
By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Thiel, General Manager

### **DEVELOPER:**

**LIT BLV CA Pepper Ave Owner LP  
A Limited Partnership**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bob Close  
Director of Development  
Authorized Agent

# Exhibit A



# **Exhibit A** **Rialto Distribution Center 1**

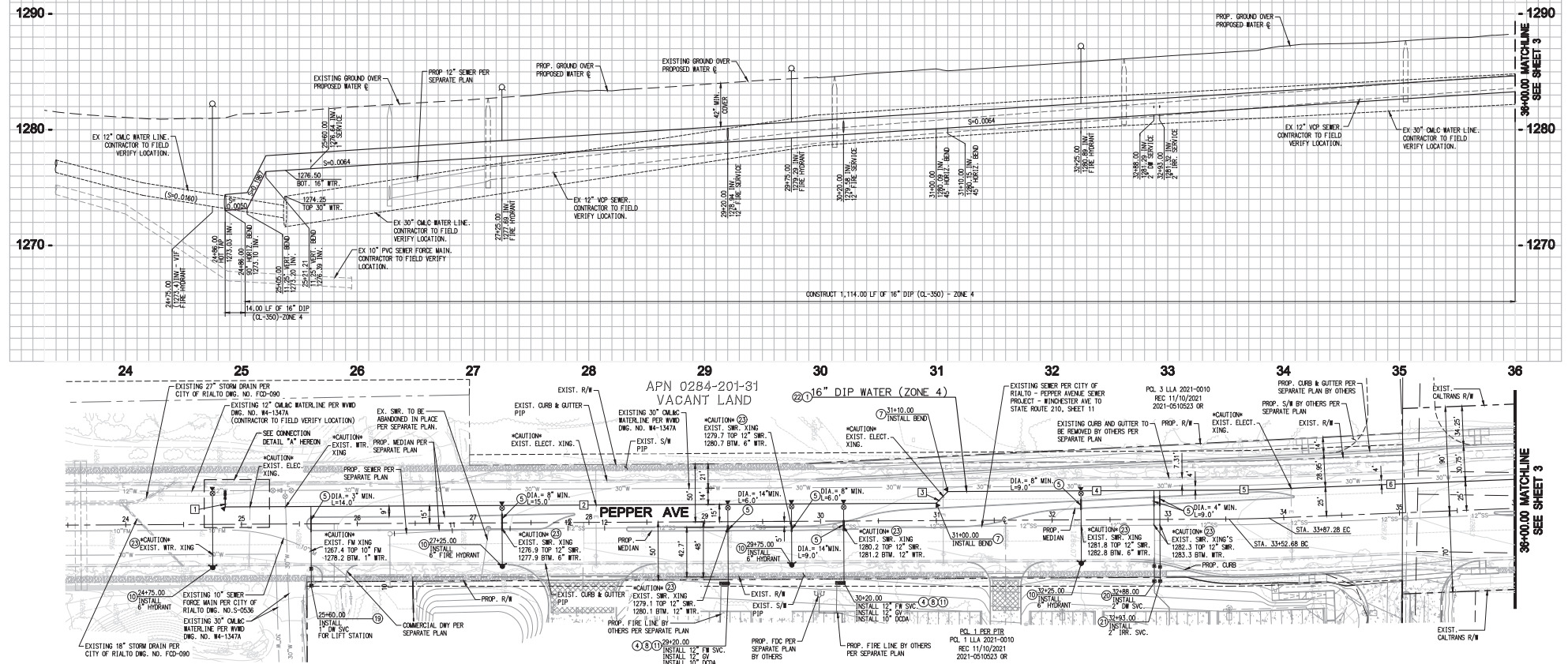


# Exhibit B





SCALE  
HORIZ. SCALE  
1" = 40'  
VERT. SCALE  
1" = 4'

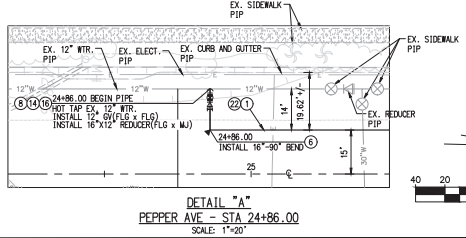



### CONSTRUCTION NOTES

1. INSTALL 16" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD STD #10
2. INSTALL FLG 01 TEE (14"x14"x12")
3. INSTALL PIPE SLEEVE AT MEDIAN CROSSINGS, USE SCH. 40 STEEL PIPE OR PVC C900 (OR APPROVED EQUAL BY DISTRICT). SIZE AND LENGTH SHOWN ON PLAN. INSIDE DIAMETER OF SLEEVE SHALL BE A MINIMUM OF 2-INCHES LARGER THAN THE INSIDE DIAMETER OF THE CARRIER PIPE.
4. INSTALL 16" D.I. 90° BEND (W x W)
5. INSTALL 16" D.I. 45° BEND (W x W)
6. INSTALL 12" GATE VALVE (FLG x FLG) WITH VALVE BOX PER WWD STD #11
7. INSTALL 6" FIRE HYDRANT ASSEMBLY WITH BREAKOFF CHECK VALVE PER WWD STD #2
8. INSTALL 12" FIRE SERVICE WITH 10" OOD PER WWD STD #15
9. HOT TAP EXISTING WATER MAIN PER WWD STD. #19 (STEEL PIPE ONLY) OR #28 (ALL OTHER PIPE MATERIALS)
10. INSTALL 16"x12" REDUCER (FLG x W)

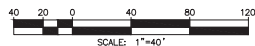
11. INSTALL 1" WATER SERVICE WITH 1" METER AND 1" BACKFLOW PER WWD STD #14 AND #20. BACKFLOW DEVICE SHALL BE INSTALLED ON WEST SIDE OF GATEFACE.
12. INSTALL 2" WATER SERVICE WITH A 2" METER AND 2" BACKFLOW PER WWD STD #5 AND #20.
13. INSTALL 2" IRRIGATION WATER SERVICE WITH A 2" METER AND 2" BACKFLOW PER WWD STD #5 AND #20
14. TRENCH / EXCAVATE / BACKFILL PER WWD STD #1
15. LATERAL SERVICE TO CROSS OVER EXISTING UTILITY LINE, MAINTAIN 1-FT MIN. VERTICAL CLEARANCE OVER EXISTING UTILITY. PROVIDE CONCRETE BLANKET (1-SACK SLURRY) OVER SERVICE LINE PER WWD STD. #24 WHEN COVER IS LESS THAN 42".

LINE/CURVE DATA TABLE					
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	N 88°26'58" E	14.00'	---	---	16" DIP WATER
2	N 03°43'02" W	---	614.00'	---	16" DIP WATER
3	N 46°43'02" W	14.14'	---	---	16" DIP WATER
4	N 01°43'02" W	---	242.88'	---	16" DIP WATER
5	01°58'51"	975.00'	33.74'	16.87'	16" DIP WATER
6	N 03°41'59" W	---	212.72'	---	16" DIP WATER

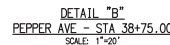


<p><b>UNDERGROUND SERVICE DIG ALERT</b></p> <p>CALL/TOLL FREE 811 OR 1-800-422-4133</p> <p>TWO WORKING DAYS BEFORE YOU DIG</p>	<p>MARK _____ REVISIONS _____ APPR. DATE _____</p> <p>DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____</p>	<p>SEAL-DESIGN ENGINEER</p> <p></p>	<p>PREPARED UNDER THE SUPERVISION OF:</p> <p>FRANCISCO MARTINEZ, JR., RCE NO. 84640, EXP. 03/31/2026 _____ DATE _____</p> <p>RECOMMENDED FOR APPROVAL BY WILLIAM ENGINEERS</p> <p>RONALD J. STEIN, RCE 86877 _____ DATE _____</p> <p>APPROVED BY:</p> <p>MICHAEL ADEMAN, ACTING CITY ENGINEER, RCE 64663 _____ DATE _____</p>	<p><b>FM CIVIL</b></p> <p>41870 KALIMA STREET, SUITE 120   WARRIETA   CA 95262 951.973.0201 - FMCIVIL.COM</p> <p>BENCH MARK: B.M. No. 1, F. 628 NAVD83 ELEVATION = 1006.35' DESCRIPTION: FRANK STANDARD WOOD 24" DIA. HIGH ALUMINUM DISC, STATIONED "P" 687' 10" SET IN TOP OF NEURAL MONUMENT IS LOCATED 0.1 MILE (0.204) SOUTH FROM THE INTERSECTION OF PEPPER AVE AND JARPA AVE, 55 FEET (16.8) N. 300' OF NOISE BAY, 25.5 FEET (8.1 M) WEST OF PEPPER AVE AT THE NORTH END OF A 44 FOOT (13.4 M) LONG FLARED CONCRETE CHANNEL WALL.</p>	<p><b>WEST VALLEY WATER DISTRICT</b></p> <p><b>WATERLINE IMPROVEMENT PLANS FOR RIALTO DISTRIBUTION CENTER 1</b></p> <p><b>PEPPER AVENUE - STA 24+86.00 - 36+00.00</b></p> <p>SHEET 2 OF 3 SHEETS</p> <p>Pressure Zone: ZONE 4</p> <p>Atlas Sheet: H16, H17, H18, &amp; H19</p> <p>WIP Number: D25005</p>
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PRELIMINARY - FOR REVIEW PURPOSES ONLY



- ① INSTALL 1/8" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER RWSD STD H-30
- ② INSTALL 1/8" D.I. 90° BEND (WU x WU)
- ③ INSTALL 1/8" D.I. 45° BEND (WU x WU)
- ④ INSTALL 1/8" GATE VALVE (FLG X VAL) WITH VALVE BOX PER RWSD STD H-11
- ⑤ INSTALL 4" AIR VAC PER RWSD STD H-66, CASE 1
- ⑥ INSTALL 6" BLOW-OFF ASSEMBLY PER RWSD STD H-76, CASE 1.
- ⑦ HOT TAP EXISTING WATER MAIN PER RWSD H-109, (STEEL PIPE ONLY) OR H-208 (ALL OTHER PIPE MATERIALS)
- ⑧ RELocate AND UPGRADE EXISTING FIRE HYDRANT WITH BREAKOFF CHUTE BEHIND NEW CURB & GUTTER PER RWSD STD H-2.
- ⑨ EXISTING WATER SERVICE TO BE ABANDONED PER RWSD STD H-209, A NEW SERVICE AND BACKFLOW (IF APPLICABLE) TO BE INSTALLED PER RWSD STD H-1 AND H-205.
- ⑩ TRENCH / EXCAVATE / BACKFILL PER RWSD STD H-1




**UNDERGROUND SERVICE DIG ALERT**

 **CALL: TOLL FREE**  
811  
OR  
1-800-422-4133

**TWO WORKING DAYS BEFORE YOU DIG**


DESIGNED BY: \_\_\_\_\_ DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

	SEAL-DESIGN ENGINEER	PREPARED UNDER THE SUPERVISION OF:	
		FRANCISCO MARTINEZ, JR., REG. NO. 84640, EXP. 03/31/2006	DATE _____
		RECOMMENDED FOR APPROVAL BY WILLIAM ENGINEERING	
		RONALD S. STEIN REG. NO. 86877	DATE _____
		APPROVED BY:	
	MICHAEL AOKHMAN, ACTING CITY ENGINEER, REG. 64663	DATE _____	

**FMCIVIL**  
ENGINEERING INC.  
4170 KALMA STREET, SUITE 120 | MARLBETTA | CA 95062  
951.973.0201 - FMCIVIL.COM

**BENCH MARK:** B.M. No. UG 628 NVD68 ELEVATION = 1006.35  
DESCRIPTION: FOUND STANDARD MESSC 3/4-INCH ALUMINUM DISC, STAMPED "UG 628 1992" SET IN TOP OF HEADWALL.  
MONUMENT IS LOCATED 0.1 MILE (0.290) SOUTH FROM THE INTERSECTION OF POPULAR AVE AND JUPARA AVE, 55 FEET (16.76) SOUTH OF HIGLEY WAY, 28.5 FEET (8.71) WEST OF POPULAR AVE AT THE NORTH END OF A 44 FOOT (13.4 M) LONG  
FLOOD CONTROL CHANNEL, WALL.

<b>WEST VALLEY WATER DISTRICT</b>			
<b>WATERLINE IMPROVEMENT PLANS FOR RIALTO DISTRIBUTION CENTER 1</b>			SHEET
<b>PEPPER AVENUE : STA 36+00.00 - 38+75.00</b>			3 OF 3 SHEETS
Pressure Zone:	Atlas Sheet:	WIP Number:	
ZONE 4	H16, H17, I16, & I17	025005	

# Exhibit C

BOND NO. \_\_\_\_\_

## **FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Rialto Distribution Center 1 (dated)**. This premium charged on this bond is \$\_\_\_\_\_ being at the rate of \$\_\_\_\_\_ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**LIT BLV CA Pepper Avenue Owner LP  
1501 Quail St, Suite 110  
Newport Beach, CA 92660**

as the "Principal", an agreement for the work described as follows:

**Water System Installation in Accordance with Approved Water Improvement  
Plans for Rialto Distribution Center 1 (dated)**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and  
\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)** no/100 dollars **(TBD – DEVELOPER TO PROVIDE AT LATER DATE)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, 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 all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

LIT BLV CA Pepper Ave Owner LP  
A Limited Partnership

By: \_\_\_\_\_  
Bob Close  
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

---

(NOTARIZATION AND SEAL)





## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** Change Order 7 for the Roemer Upgrade and Expansion Project

---

### **MEETING HISTORY:**

01/29/2025 Engineering, Operations, and Planning Adjourned Committee meeting.

### **BACKGROUND:**

In February 2023 the Board of Directors approved a \$3,000,000 construction contingency for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion project which was set aside for unexpected costs during construction. Construction contingency is a form of risk management used to avoid cutting costs, to keep the project's schedule on track and to ensure material and workmanship quality. It is also used to cover other costs such as:

- Unknown underground conflicts
- Unforeseen conditions and services
- Owner-requested changes and/or design upgrades and modifications

Unexpected costs are inevitable on a project of this magnitude and within the current unpredictable construction/procurement environment. Identifying the need for the unexpected cost through a change order and managing them as they arise are key to the project's success.

To date, the District has approved 6 change orders to address project needs.

### **DISCUSSION:**

Attached as Exhibit A is Change Order No. 7 for the above referenced project. This change order includes "extra" items of work arising from unexpected utility conflicts with proposed improvements, lack of accurate as-built records and/or malfunctioning existing equipment, and owner requested changes. Also included in this Change Order are credits from original bid line items that staff is recommending to be removed from PCL's contract and may address in other methods. A brief description of the recommended changes included in the change order is provided below:

1. Operations Building Addition: Various upgrades and modifications have been identified as the Operations Building is being constructed. The included upgrades are: 1) new drainage from the sample analysis



instruments for reuse onsite, 2) an additional shower head in the locker room to comply with OSHA requirements, 3) increasing the height of the cabinets in the laboratory for improved ergonomics, 4) upgraded lockers for staff. These upgrades are intended to make the operations more functional for staff and conserve water usage.

2. Main Power Feed: As part of the project Southern California Edison was required to relocate the existing main electrical feed to accommodate new electrical switch gear. Energized conductors remained in the old pull boxes and vaults, that need to be shielded from easy access. The design engineer recommended sealing of the old pull boxes to reduce exposure risks. Also included in this item is added costs for weekend work to accommodate SCE expedited schedule.
3. Unforeseen Services: Two unforeseen site conditions were encountered since the last change order including; 1) a duct bank along Riverside Avenue that was larger than expected requiring concrete chipping and rerouting of irrigation piping, 2) relocation of a sidewalk to avoid a telecommunication underground utility. Also included in this item is the replacement of an existing onsite sewer that was observed to be heavily corroded and compromised during onsite trenching.
4. Site Valving and Isolation: During the construction activities several components of the plant required isolation via existing valves and gates, due to age and corrosion some of the required isolation valves and gates did not function as intended. This item includes: 1) added costs for the demolition of a nonfunctional gate, 2) additional time and materials related to a shutdown that was elongated due to a lack of functional isolation, and 3) replacing a non-operable 16-inch backwash valve.
5. Operations Requests: The existing influent flow meter for State Water Project usage experienced a failure last year. New flow meters have a longer lay length that requires piping modification to weld new flanges. This item will include the piping modification and placement of a new flow meter.
6. Credits: The original contract for the project included several items to be initiated at the District's request. Two of these items were upgrades to the aesthetics and roof line of the existing filter building and supplying spare parts. As construction has occurred staff has determined the aesthetic and roof line modifications are non-time sensitive activities and is recommending that it be de-scoped from the project, for a value of \$450,000. Operations staff has expressed a desire to stock spare parts as needed and not to rely on the Contractor to provide spare parts, this item will remove the \$100,000 allowance for spare parts.

No time impacts to the project schedule result from this change order.

#### **FISCAL IMPACT:**

The added cost to perform the additional work as outlined in Change Order No. 7 is \$224,913.58 the described credits are \$550,000.00 for a net cost of negative \$325,086.42. The net cost for this change order is to be covered through the existing construction contingency which will leave \$1,803,985.01 available for any future change orders if needed. This change order will decrease the contract amount to \$60,312,885.98.

#### **REQUESTED ACTION:**

1. Approve Change Order No. 7 with PCL Construction, Inc. in the credit amount of \$325,086.42, and;
2. Authorize the General Manager to execute all necessary documents.

#### **Attachments**

[Exhibit A - Change Order 7.pdf](#)

## WEST VALLEY WATER DISTRICT

### CHANGE ORDER

Order No. 7

Date 1/16/2025

Agreement Date 10/31/2022

Sheet 1 of 3

Owner: West Valley Water District

Project: Oliver P Roemer Water Filtration Facility Upgrade and Expansion

Contractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

<b>ITEM NO.</b>	<b><u>EXTRA WORK DESCRIPTION</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>	<b><u>CALENDAR DAYS</u></b>
1	Operations Building Addition	\$50,089.24	-	-
2	Main Power Feed	\$7,140.42	-	-
3	Unforeseen Services	\$108,662.28	-	-
4	Site Valving and Isolation	\$43,830.69	-	-
5	Operations Requests	\$15,190.95	-	-
6	Credits		\$550,000.00	
	<b>TOTALS</b>	<b>-\$325,086.42</b>	-	-
<b>TOTALS FOR CHANGE ORDER NO. 7</b>		<b>-\$325,086.42</b>		<b>0</b>

### DISCUSSION

Attached as Exhibit A is Change Order No. 7 for the above referenced project. This change order includes "extra" items of work arising from unexpected utility conflicts with proposed improvements, lack of accurate as-built records and/or malfunctioning existing equipment, and owner requested changes. Also included in this Change Order are credits from original bid line items that staff is recommending to be removed from PCL's contract and may address in other methods. A brief description of the recommended changes included in the change order is provided below:

1. Operations Building Addition: Various upgrades and modifications have been identified as the Operations Building is being constructed. The included upgrades are: 1) New drainage from the sample analysis instruments for reuse onsite, 2) an additional showerhead in the locker room to comply with OSHA requirements, 3) chemical resistant material at the lab room with cabinet modifications, and 4) upgraded lockers for staff. These upgrades are intend to make the operations

more functional for staff and conserve water usage.

2. Main Power Feed: As part of the project Southern California Edison was required to relocate the existing main electrical feed to accommodate new electrical switch gear. Energized conductors remained in the old pull boxes and vaults, that need to be shielded from easy access. The design engineer recommended sealing of the old pull boxes to reduce exposure risks. Also included in this item is added costs for weekend work to accommodate SCE expedited schedule.

3. Unforeseen Services: Two unforeseen site conditions were encountered since the last change order including; 1) a duct bank along Riverside Avenue that was larger than expected requiring concrete chipping and rerouting of irrigation piping, 2) Verizon relocation of a pull box on the sidewalk to avoid a telecommunication underground utility. Also included in this item is the replacement of an existing onsite sewer that was observed to be heavily corroded and compromised during onsite trenching.

4. Site Valving and Isolation: During the construction activities several components of the plant required isolation via existing valves and gates, due to age and corrosion some of the required isolation valves and gates did not function as intended. This item includes: 1) added costs for the demolition of a nonfunctional gate, 2) additional time and materials related to a shutdown that was elongated due to a lack of functional isolation, and 3) replacing a non-operable 16-inch backwash valve.

5. Operations Requests: The existing influent flow meter for State Water Project usage experienced a failure last year. New flow meters have a longer lay length that requires piping modification to weld new flanges. This item will include the piping modification and placement of a new flow meter.

6. Credits: The original contract for the project included several items to be initiated at the District's request. Two of these items were upgrades to the aesthetics and roof line of the existing filter building and supplying spare parts. As construction has occurred staff has determined the aesthetic and roof line modifications are non-time sensitive activities and is recommending that it be descope from the project, for a value of \$450,000. Operations staff has expressed a desire to stock spare parts as needed and not to rely on the Contractor to provide spare parts, this item will remove the \$100,000 allowance for spare parts.

No time impacts to the project schedule result from this change order.

### **CHANGE TO CONTRACT PRICE**

Original Contract Price	<u>\$ 59,116,871.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	<u>\$ 60,637,972.41</u>
Contract Price due to this Change Order shall be <b>decreased</b>	<u>\$325,086.42</u>
New Contract Price including this Change Order	<u>\$ 60,312,885.98</u>

## **CHANGE TO CONTRACT TIME**

Contract Time will be

No time impacts  
(Calendar Days)

Date for Completion of all Work

05/31/2025  
(Date)

### **REQUIRED APPROVALS:**

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.



Alejandro Juarez

\_\_\_\_\_  
Requested By (Contractor)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

Paul Hermann

\_\_\_\_\_  
Recommended By  
(Project Manager)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

Rocky Welborn

\_\_\_\_\_  
Recommended By  
(Director of Engineering)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

John Thiel

\_\_\_\_\_  
Recommended By  
(General Manager)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted By (Owner)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date



**CONSTRUCTION**

**Exhibit A**  
**For Item #1**



**CONSTRUCTION**

November 5, 2024

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: SCADA Room and Lab Sample Sink Drain Line Reroute**

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building sample sink drain line reroute. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of West Valley Water District and GHD, PCL initiated additional efforts to reroute the drain line that connects to Sink SK-3 (the sample sink) in the SCADA Room and Lab, so that the water draining from it can be recycled back into the plant processes. The original routing for the drain in the IFC Stantec plumbing drawings will be capped and the line will be routed through a furred-out wall in Operations Room 2, exit the building and tie in underground, into the 24" Back Wash line that is connected to Recovery Ponds 5 & 6. Stantec has advised that their design was intended to account for the possibility of contamination from chemicals and reagents being dumped down this sink. PCL Construction reserves the right to reassess the proposed pricing should any further changes be requested or the condition of the 24" Back Wash Line is found unsuitable for connecting to.

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

**A. Breakdown of Pricing/Credits:**

1. **Best Interiors, Inc:** Provided Pricing for install of a furred-out wall in Operations Building 2 per RFI-00206, and patching for the exterior plaster after coring a hole for the drain line.
2. **Pan-Pacific Mechanical:** Cap existing drain line in the wall and install new drain line inside the building and connect this to the 24" Backwash per RFI-00206

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



CONSTRUCTION

3. **LEED Electric:** Adjustment of outlet locations to work around the routing of the drain line and re-piping conduit and boxes to be in the furred out wall.
4. **Fast Signs:** Sign for Sample Sink stating "CAUTION: THIS IS NOT A WASH SINK. DO NOT WASH HANDS OR EQUIPMENT. DO NOT USE DETERGENT OR SOAP. DO NOT DISCHARGE ANY CHEMICALS, SOLIDS, OR LIQUID WASTES OTHER THAN SAMPLE WATER."

Sincerely,

A handwritten signature in black ink, appearing to be "K. Goetz", written on a light-colored background.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

**PCL Construction, Inc.**  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

**PROJECT:** Oliver P. Roemer WFF 2021 Expansion  
**CRX #** 0050

**PCO #** TBD  
**DATE:** 11/5/24  
**ESTIMATOR:**

**DESCRIPTION:** Sample Sink drain line reroute and connection to existing 24" back wash line connecting to Ponds 5 & .

## DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	26,600.73
<b>SUBTOTAL</b>		<b>\$</b>	<b>26,600.73</b>

## DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	1,330.04
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>1,330.04</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>27,930.77</b>
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**TOTAL ADDITIONAL WORK \$ 27,930.77**

**GRAND TOTAL THIS CHANGE \$ 27,930.77**







CONSTRUCTION

December 10, 2024

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Operations Building Employee Restroom Additional Shower Head – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building Employee Restroom Additional shower head. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of West Valley Water District and GHD, PCL initiated additional efforts for the procurement and installation of an additional shower head inside the employee restroom on the south wall of the shower. PCL discussed with the engineer of record, Stantec, and they deemed acceptable to install an additional shower head with the installation of diverter valve/required piping.

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

**A. Breakdown of Pricing/Credits:**

1. **Pan-Pacific Mechanical:** Furnish and install the piping/valves required to connect the added shower head to the original shower valve.
2. **Best Interiors:** Removal and re-installation of the employee restroom shower drywall.

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



**CONSTRUCTION**

Sincerely,

A handwritten signature in black ink, appearing to be "K. Goetz", written over a light gray rectangular background.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

**PCL Construction, Inc.**  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

**PROJECT:** Oliver P. Roemer WFF 2021 Expansion  
**CRX #** 061

**PCO #** TBD  
**DATE:** 12/10/24  
**ESTIMATOR:**

**DESCRIPTION:**

Operations Building Additional Shower Head (Employee Restroom)

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	5,974.32
<b>SUBTOTAL</b>		<b>\$</b>	<b>5,974.32</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	298.72
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>298.72</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>		<b>\$</b>	<b>6,273.04</b>
------------------------------------	--	-----------	-----------------

**TOTAL ADDITIONAL WORK \$ 6,273.04**

**GRAND TOTAL THIS CHANGE \$ 6,273.04**



**CONSTRUCTION**

November 6, 2024

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Swapping of Particle Board Cores for MDF cores at LAB and SCADA Room and increase cabinet height to 38"**

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building swapping of the cores on the laminate cabinets and raising the heights of the countertops. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of West Valley Water District and GHD, PCL and subs initiated additional efforts to provide information and pricing on the swapping of the particle board cores in the plastic laminates for the cabinets to MDF and raising the countertops in the LAB and SCADA Room to 38".

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

**A. Breakdown of Pricing/Credits:**

1. **ISEC Corporation:** Provided Pricing for swapping the particle board cores for MDF in the cabinets and raising the heights of the countertops to 38" in the LAB and SCADA Room.
2. **Pan-Pacific Mechanical:** Raise rough in Heights for countertops.

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



**CONSTRUCTION**

Sincerely,

A handwritten signature in black ink, appearing to be "K. Goetz", written over a light gray rectangular background.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

**PCL Construction, Inc.**  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

**PROJECT:** Oliver P. Roemer WFF 2021 Expansion  
**CRX #** 0051

**PCO #** TBD  
**DATE:** 11/6/24  
**ESTIMATOR:**

**DESCRIPTION:** Swapping of Particle Board Cores for MDF cores at LAB and SCADA Room and increase cabinet height to 38"

## DIRECT ESTIMATE

LABOR	\$	-
EQUIPMENT	\$	-
MATERIALS	\$	-
SUBCONTRACTOR	\$	14,148.98
<b>SUBTOTAL</b>	<b>\$</b>	<b>14,148.98</b>

## DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	707.45
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>707.45</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>14,856.43</b>
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**TOTAL ADDITIONAL WORK \$ 14,856.43**

**GRAND TOTAL THIS CHANGE \$ 14,856.43**

**Swapping of Particle Board Cores for MDF cores at LAB and SCADA Room and increase cabinet height to 38"**

DATE 11/06/24

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL	
					MANHOURS		AMOUNT		SUPPLIED MATERIALS					
Labor			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL		
EQUIPMENT														
				\$ -									\$ -	
Vendor Materials		LS							\$ -					
Subcontractor														
Pan-Pacific Mecahical - Adjustment of Rough Ins for 38" Counter Height	1.0	LS									\$ 4,206.98	\$ 4,207	\$ 4,206.98	
ISEC - MDF cores at LAB and SCADA Room and increase cabinet height to 38"	1.0	L.S									\$ 9,942.00	\$ 9,942	\$ 9,942.00	
Materials														
				\$ -		0.00		\$ -		\$ -		\$ 14,148.98	\$ 14,148.98	
MARKUPS														
EQUIPMENT	20%			\$ -										
OTHER ITEMS	5%													
LABOR	25%							\$ -						
MATERIALS	15%									\$ -				
SUBCONTRACTS	5%											\$ 707.45		
SUBTOTALS WITH MARKUP														
				\$ -				\$ -		\$ -		\$ 14,856.43	\$ 14,856.43	
Notes:														





**CONSTRUCTION**

January 16, 2025

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

Locker Modifications

**RE: ~~Operations Building Door 101-B Customization~~ – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Dear Mr. Hermann and Mr. Welborn,

Please find attached the Change Request package submitted to address the cost impacts associated with Operations Building Metal Locker Customization. This request follows our verbal discussions during the weekly Operations Building Customizations meetings, as well as written correspondence between PCL Construction, West Valley Water District, and GHD.

At the direction of WVWD and GHD, PCL initiated discussions with the operations Building metal locker supplier regarding the customizations requested by the owner. The Invincible II metal lockers, as specified in the IFC specifications, were reviewed against the original shop drawings, prompting customization requests from the owner and GHD, as documented in the meeting minutes and email correspondence. H2I Group has confirmed that these customizations can be accommodated, and this has been acknowledged by WVWD and GHD.

As previously communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL has completed the additional work related to the requested customization. A summary of the pricing associated with this customization, is provided below.

**A. Breakdown of Pricing:**

1. **H2I Group / PCL: Price difference for the customizations requested by Owner/GHD**

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



**CONSTRUCTION**

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez".

Alejandro Juarez  
Project Manager  
[ajuarez@pcl.com](mailto:ajuarez@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

**PCL Construction, Inc.**  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

**PROJECT:** Oliver P. Roemer WFF 2021 Expansion  
**CRX # 070**

**PCO #** TBD  
**DATE:** 1/16/25  
**ESTIMATOR:**

**DESCRIPTION:**

Operations Building Invincible II Metal Locker Customization

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	980.00
<b>SUBTOTAL</b>		<b>\$</b>	<b>980.00</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	49.00
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>49.00</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>1,029.00</b>
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**TOTAL ADDITIONAL WORK \$ 1,029.00**

**GRAND TOTAL THIS CHANGE \$ 1,029.00**





**CONSTRUCTION**

**Exhibit A  
For Item #2**



**CONSTRUCTION**

December 3, 2024

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: Abandonment & Installation of Plate on "Old" Edison Slab Box – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Dear Mr. Hermann and Mr. Nawaz,

Please find attached the Change Request package, which addresses the cost implications associated with West Valley Water District's (WVWD) request to perform the abandonment and installation of plate on "old" Edison Slab Box. This work will take place after Edison arrives onsite to relocate the existing transformer to the new slab box.

Below is a summary of the costs associated with the demolition and backfill of "old" Edison slab box:

**A. Breakdown of Pricing:**

1. **PCL Construction, Inc.:** After the transformer has been relocated and the "old" duct bank abandoned, PCL will proceed with grouting the ends of the "old" conduits to prevent the ingress of liquids or debris. Once the conduits have been sealed within the "old" slab box, an aluminum plate will be installed to cap the open space on the top slab. Exclusions from PCL's scope of work include: Excavation, Utility Locating, Patching of conduit inside SCE PME and any type of demolition work.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", with a stylized flourish at the end.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

**PCL Construction, Inc.**  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

**PROJECT: Oliver P. Roemer WFF 2021 Expansion**  
**CRX # 058**

PCO #      TBD  
DATE:      12/3/24  
ESTIMATOR:

**DESCRIPTION:**

Installation of plate and modification to existing Edison slab box

**DIRECT ESTIMATE**

LABOR		\$	1,807.08
EQUIPMENT		\$	7.32
MATERIALS		\$	1,185
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>2,999.43</b>

**DIRECT MARKUP**

LABOR	25%	\$	451.77
EQUIPMENT	20%	\$	1.46
MATERIALS	15%	\$	178
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>630.99</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>3,630.42</b>
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**TOTAL ADDITIONAL WORK \$ 3,630.42**

**GRAND TOTAL THIS CHANGE \$ 3,630.42**







**CONSTRUCTION**

December 23, 2024

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line Road.  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

**RE: Southern California Edison Weekend Related Work**

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with the weekend work performed by Southern California Edison (SCE).

On Saturday, December 14, 2024, SCE performed their Hot Tie-In, after relocating their transformer to the new location and rewiring. SCE's work effectively relocated the path to power Roemer from the old gear to the new gear. The old gear is still being used and so part of the scope of the contract work was to feed the old gear through the new gear. PCL attempted to schedule SCE several times, but each time SCE persistently scheduled their work for Saturday. This meant that in order to avoid an elongated shutdown after SCE completed their work that contract work would have to follow immediately after during the weekend. PCL's subcontractor, LEED, performed the contract work on Saturday night and Sunday in order to minimize the plant shutdown after SCE's Saturday work. Only the delta between Standard contract time and Overtime was assessed for this change order.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) LEED cost breakdown
- 3.) SCE Email Correspondences

Sincerely,

Alejandro Juarez  
Project Manager  
[ajuarez@pcl.com](mailto:ajuarez@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Ste 110  
Long beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX-0068 - SCE Weekend Work

PCO # 0068  
DATE: 12/23/24  
ESTIMATOR: AXJ

DESCRIPTION: Southern California Edison Weekend Related Work

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	3,510.00
<b>SUBTOTAL</b>		<b>\$</b>	<b>3,510.00</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%		
BOND ON DIRECT WORK	0%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>-</b>

**SUBTOTAL WITH DIRECT MARKUP** **\$ 3,510.00**

**TOTAL ADDITIONAL WORK \$ 3,510.00**

**GRAND TOTAL THIS CHANGE \$ 3,510.00**





**CONSTRUCTION**

**Exhibit A  
For Item #3**



**CONSTRUCTION**

January 16, 2025

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

**RE: Differing Site Conditions- Unforeseen conditions on N Riverside Ave (Flatwork & Landscape)– Oliver P Roemer  
Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Mr. Hermann and Mr. Rocky,

Please accept the attached package as a Change Request, addressing the cost impacts associated with unforeseen conditions encountered during work on N Riverside Ave (Flatwork & Landscaping). During the excavation process, PCL & Marina identified several unforeseen encasements such as slurry encasements/concrete treated base/Layers of Asphalt.

As communicated to GHD on October 23<sup>rd</sup>, 2024, while excavating for the curb, gutter, and deceleration lane near the N Riverside Ave driveway entrance, an unforeseen encasement was encountered at a very shallow elevation, just below the asphalt level. The record drawings did not indicate the presence of this encasement, nor did they provide information on its purpose or contents. This encasement interfered with the designated area and elevation for the curb and gutter installation.

Secondly, as communicated to GHD on December 2nd, 2024, during excavation for the irrigation mainline on the west side of the newly installed sidewalk, unforeseen encasements were discovered at a shallow elevation just below the subgrade level. These encasements obstructed the planned route and depth of the irrigation mainline, which would have also impacted the future installation of trees and plants.

Lastly, as communicated to GHD on December 30<sup>th</sup>, 2024, while excavating for the planters, our landscaping subcontractor encountered a layer of slurry and asphalt at a shallow depth in the designated planting areas. The exact depth of this layer remains unknown. This unforeseen condition was not documented in the record drawings and has created obstacles to the proper installation of planters, potentially compromising their survival.

As communicated to GHD and West Valley Water District, and in accordance with the Prime Contract, PCL and subcontractors performed the work associated with this change on a time and material basis, as described below.

Below is a summary of the pricing associated with the additional labor efforts related to unforeseen conditions encountered (slurry encasements/concrete treated base/Layers of Asphalt) at N Riverside Ave (Flatwork & Landscaping):

**PCL CONSTRUCTION INC.**

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Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



CONSTRUCTION

**A. Tracked on a Time and Material basis:**

1. **Additional Efforts performed by PCL:** PCL self-performed work consisted of:
  - a. Conducted investigations to assess the unforeseen encasement encountered in the curb and gutter area along N Riverside Ave.
  - b. Performed chipping and removal of the slurry encroaching into the designated curb and gutter area to ensure proper installation.
2. **Additional Efforts performed by Marina Landscape, Inc:** Marina Landscape work consisted of:
  - a. Investigated the unforeseen encasements encountered in the designated areas for the irrigation mainline and planters.
  - b. Removed the slurry, asphalt, and concrete-treated base (CAB) layers obstructing the irrigation mainline route and planting areas.

Sincerely,

Alejandro Juarez  
Project Manager  
[ajuarez@pcl.com](mailto:ajuarez@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

**PCL Construction, Inc.**  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

**PROJECT: Oliver P. Roemer WFF 2021 Expansion**  
**CRX # 069**

**PCO #**      **TBD**  
**DATE:**    1/15/25  
**ESTIMATOR:**

**DESCRIPTION:**

Unforeseen Conditions at N Riverside Ave

**DIRECT ESTIMATE**

LABOR		\$	1,933.81
EQUIPMENT		\$	1,296.16
MATERIALS		\$	-
SUBCONTRACTOR		\$	17,160.84
<b>SUBTOTAL</b>		<b>\$</b>	<b>20,390.81</b>

**DIRECT MARKUP**

LABOR	25%	\$	483.45
EQUIPMENT	20%	\$	259.23
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	858.04
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>1,600.73</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>21,991.54</b>
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**TOTAL ADDITIONAL WORK \$ 21,991.54**

**GRAND TOTAL THIS CHANGE \$ 21,991.54**







**CONSTRUCTION**

January 16, 2025

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line Road.  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

**RE: Verizon Scope for Pull Box Relocation**

Mr. Hermann and Mr. Welborn,

Please review the following change order requested in regard to the work Verizon will perform to relocate their pull box on Riverside Ave.

The District agreed that PCL could enter into an agreement on their behalf with Verizon in order for Verizon to relocate a pull box out of the sidewalk right of way. The amount of the agreement was for \$4,827.54. The following are included.

- Coordination and management of Verizon as a subcontractor to relocate their pull box. This is a courtesy and will not be billed.
- Concrete work after the relocation and landscape or underground work to accommodate the Verizon relocation. These efforts will be tracked at the time of the work as time and material and presented for approval once the work is witnessed.

In the event of a change in conditions based on the anticipated scope, PCL reserves the right to revise it's estimate and notify the Owner as soon as possible. Thank you for the opportunity to quote this work.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez", with a stylized flourish at the end.

Alejandro Juarez  
Project Manager  
AJuarez@pcl.com

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Ste 110  
Long beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

## REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into on \_\_\_\_\_, 2024, by and between **MCI metro Access Transmission Services LLC**, a Delaware Limited Liability Company ("**Utility**"), having an address at 600 Hidden Ridge, Irving, Texas 75038, and **PCL CONSTRUCTION, INC.**, ("**Reimbursor**"), having an address at 1711 W Greentree Drive, #201, Tempe, AZ 85284. The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor's right-of-way (the "**Project**") in connection with work to be performed by Reimbursor.
2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the "**Payment**").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Reimbursor agrees that:
  - (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
  - (b) consistent with Section 3 below, Reimbursor shall bear all actual costs ("**Costs**") incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
  - (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
  - (d) Utility's work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility's facilities removed or decommissioned;
  - (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility's engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
  - (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
  - (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
  - (h) Utility may recover from Reimbursor reasonable attorneys' fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.
2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project.
3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the "**Advance Payment**") upon execution of this Agreement. **No work will be done on the Project until Utility**

**receives the Advance Payment from Reimbursor.** Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.
5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.
6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 7, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 7, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturday, Sunday and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.
7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.
8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION

WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.
11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

*(signatures on next page)*

**for Reimbursor**

**PCL CONSTRUCTION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**for Utility**

**MCIMETRO ACCESS TRANSMISSION SERVICES  
LLC**

By: \_\_\_\_\_

Name: Dina Dye

Title: Associate Director – Network Reg/RE

Date: \_\_\_\_\_

Federal Tax ID#: 20-3598843

**Billing Contact:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

-

## **Exhibit A**

### **BACKGROUND**

Existing 2x3 MCI vault to be relocated 5' east of current location. Current HH is in the middle of the new sidewalk project. Developer to trench new location.

### **SCOPE AND SPECIFICATIONS OF WORK**

The Utility's Subcontractor will:

Place new HH and intercept conduit. Slack to be pulled from existing HH to new HH. Remove existing HH and restore location. ROW Encroachment permit City of Rialto ENG24-0282.

### **CONTACTS**

#### **Utility: MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

##### **Agreements:**

Anna M. Michalski  
600 Hidden Ridge  
Irving, TX 75038  
O: 469.262.3047  
[anna.michalski@verizon.com](mailto:anna.michalski@verizon.com)

##### **Project Engineer:**

Theodore M. Toth  
5771 Copley Drive  
San Diego, CA 92111  
M: 412.335.4983  
[theodore.m.toth@verizon.com](mailto:theodore.m.toth@verizon.com)

##### **Senior Manager:**


Brittini Davis  
18850 Orange Street  
Bloomington, CA 92316  
O: 848.235.6823  
[brittini.davis@verizon.com](mailto:brittini.davis@verizon.com)

#### **REIMBURSOR: PCL Construction, Inc.**

##### **Agreements:**

PCL Construction, Inc.  
Attn: Edy Ortega  
3900 Kilroy Airport Way, Ste 110  
Long Beach, CA 90806  
M: 562.681.2821  
[edyortega@pcl.com](mailto:edyortega@pcl.com)

## Exhibit B

	<b>OUTSIDE PLANT CONSTRUCTION COST ESTIMATE</b> 11/19/2024	Page: 01
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<b>AFE #:</b>	90126R	<b>Revision#:</b>	
<b>EWO NFID:</b>	2411BIOO	<b>Disposition:</b>	REFUNDABLE EXPENSE
<b>Title (Work Order Friendly Name):</b>	RIV BAU R22 UG08 N RIVERSIDE HH RELO	<b>Site Code:</b>	CA-TRIACA-SAN BERNARDINO COUNTY FIBER ROUTE
<b>Responsible Engineer:</b>	Toth, Theodore M	<b>Manager:</b>	DAVIS, BRITTNI
<b>State:</b>	California	<b>City:</b>	RIALTO
<b>Investigation#:</b>			

<b>Description of Work</b>
Existing 2x3 MCI vault to be relocated 5' East of current location. Current HH is in the middle of the new sidewalk project. Place new HH and intercept conduit. Slack to be pulled from exist HH to new HH. Remove existing HH and restore location. ROW Encroachment permit City of Rialto ENG24-0282. Dev to trench to new location.

<b>Schedule</b>	
<b>Engineering Start :</b> 11/18/2024	<b>Engineering Complete :</b> 11/18/2024
<b>Construction Start :</b> 12/12/2024	<b>Construction Complete :</b> 01/10/2025

<b>Summary of Estimated Costs</b>	
A) Engineering	\$0.00
B) Construction	\$3,327.54
C) Materials	\$0.00
D) Miscellaneous	\$0.00
E) Pricing Adjustments	\$1,500.00
F) Total	\$4,827.54



CONSTRUCTION

January 16, 2025

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

**RE: Differing Site Conditions- Unforeseen conditions on existing 6" sewer line- Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change**

Mr. Hermann and Mr. Rocky,

Please accept the attached package as a Change Request, addressing the cost impacts associated with the replacement of the existing 6 in. cast iron sewer line as requested by WVWD/GHD.

During PCL excavation to begin the tie into the existing 6 in. cast iron sewer line, as depicted in the IFC Civil drawings, the existing line and cleanout appeared severely deteriorated or rotted to a degree that a proper tie-in will not be feasible. West Valley Water District and GHD were notified of the existing condition of the line. After verbal discussion/email correspondence, at the direction of West Valley Water District and GHD, PCL initiated efforts to obtain pricing for replacing the existing 6-inch cast iron sewer line with SDR 35 pipe, extending from the current cleanout location to the connection point at the existing sanitary manhole. PCL construction and Pan Pacific Mechanical reserves the right to reassess the proposed pricing should any further unforeseen conditions are encountered, or any further changes be requested.

As communicated with GHD and WVWD and in compliance with the Prime Contract, PCL has completed the additional work associated with this replacement. Below is a summary of the associated pricing:

A. Breakdown of Pricing:

- a. **Pan-Pacific Mechanical:** Provided pricing for the excavation and demolition of the existing pipe, as well as the furnishing and installation of approximately 80 feet of new 6-inch SDR 35 pipe. This includes any required core drilling or penetrations at the existing sanitary manhole to ensure a proper tie-in.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez", with a stylized flourish at the end.

Alejandro Juarez  
Project Manager  
[ajuarez@pcl.com](mailto:ajuarez@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Suite 110  
Long Beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



**PCL Construction, Inc.**  
3900 Kilroy Airport Way, Ste 110 Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

**PROJECT:** Oliver P. Roemer WFF 2021 Expansion  
**CRX #** 071

**PCO #** TBD  
**DATE:** 1/16/25  
**ESTIMATOR:**

**DESCRIPTION:**

Replacement of existing 6" sewer line

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	77,945.90
<b>SUBTOTAL</b>		<b>\$</b>	<b>77,945.90</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	3,897.30
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>3,897.30</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>81,843.20</b>
------------------------------------	-----------	------------------

**TOTAL ADDITIONAL WORK \$ 81,843.20**

**GRAND TOTAL THIS CHANGE \$ 81,843.20**





**CONSTRUCTION**

**Exhibit A**  
**For Item #4**



**CONSTRUCTION**

November 1, 2024

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Shah Nawaz  
Senior Engineer  
West Valley Water District  
855 W. Base Line P.O. Box 920  
Rialto, CA 92377

Attn: Paul Hermann and Shah Nawaz

**RE: CCT Slide gate removal**

Mr. Hermann and Mr. Nawaz,

Please review the following change order requested to remove the existing slide gate at the CCT. This change order formalizes all costs required including labor, material, and equipment to remove the slide gate inside the CCT. This activity will add 1 more day of work inside the CCT in addition to the 2-day shutdown scheduled for the removal of the baffle wall and PW tie-in.

- PCL field labor to remove the slide gate, apply Armatec to the exposed anchors, and patch the concrete with Sika Top.
- Armatec 110.
- Sika Top 328.
- ½ ton pickup truck.
- 10K fork lift.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Goetz", with a stylized flourish at the end.

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Ste 110  
Long beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD  
DATE: 11/4/24  
ESTIMATOR: HP

DESCRIPTION:

CCT Slide gate removal

**DIRECT ESTIMATE**

LABOR		\$	3,682
EQUIPMENT		\$	748
MATERIALS		\$	273
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>4,703</b>

**DIRECT MARKUP**

LABOR	25%	\$	921
EQUIPMENT	20%	\$	150
MATERIALS	15%	\$	41
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>1,111</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>		<b>\$</b>	<b>5,814</b>
------------------------------------	--	-----------	--------------

**TOTAL ADDITIONAL WORK \$ 5,814**

**GRAND TOTAL THIS CHANGE \$ 5,814**

### CCT Slide gate removal

DATE **11/04/24**

[illegible]



**CONSTRUCTION**

December 19, 2024

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line Road.  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

**RE: No Isolation to facilitate the Potable Water (PW) Line Tie-In With Existing Gravity Effluent Line**

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with no isolation being provided on the Roemer Facility's existing 24-inch gravity effluent line to allow for the new Potable Water (PW) lines tie-in. The PW pipe was designed to allow for the existing gravity effluent lines demolition while the existing slide gate at the Chlorine Contact Chamber (CCC) provided isolation to pressure test, chlorinate, and disinfect the PW line while the Roemer Facility maintained operational. The Record drawings provided at the time of proposal denote the 24-inch diameter slide gate within the CCC.

Upon further coordination with WVWD Operations and GHD regarding this tie-in, concerns were addressed with the shown slide gates functionality and capability to isolate water from the CCC and the 24-inch gravity effluent line. PCL expressed the importance of this slide gate for the PW lines tie-in. Further coordination resulted in PCL performing a pinhole leak test downstream of the slide gate, beyond the point of connection with the 24-inch gravity effluent line to determine if isolation was being provided with the slide gate. Upon providing the agreed upon pinhole in the existing 24-inch gravity effluent line, it was determined isolation was not achievable. PCL stopped the pinhole leak temporarily utilizing a redwood plug, while WVWD planned on providing isolation from the CCC by inserting a 24-inch high pressure plug at the inlet/outlet of the 24-inch gravity effluent line. This plan was found to be unachievable without contaminating the CCC with the 24-inch gravity effluent lines stagnant water. Once this condition was observed, it was determined a full plant shutdown draining the CCC was required to allow for the PW's tie-in with the existing system.

In efforts to meet the agreed upon plant shutdown schedule and to allow for the PW tie-in, PCL notified WVWD on 10/30/24 of this unforeseen condition due to the inability of providing isolation from the CCC and the 24-inch gravity effluent line. This condition resulted in additional efforts to modify the PW line's submitted pressure test head location upstream of its point of connection with the 24-inch gravity effluent line. This plan was discussed and agreed upon with Stantec prior to proceeding with the modification. Without isolation from the CCC, these modifications were required to meet the overall project schedule and upcoming plant shutdown schedule. This change order formalizes the summary of additional labor, equipment, material, and subcontractor costs PCL incurred to provide this modification to ensure the Roemer Facility was turned over to WVWD for beneficial use within the agreed upon shutdown duration. Without the

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**CONSTRUCTION**

24-inch gravity effluent lines isolation, additional time with associated costs were considered in PCL's efforts to drain the CCC as the water within the 24-inch gravity effluent line was draining back into the CCC. PCL's crew working on the CCC scope of demolishing the baffle wall and slide gate within the CCC and the crew working on the PW line required additional time during the shutdown to remove excess water without proper isolation from the systems.

Finally, in accordance with the Prime Contract's section 4.2 – Differing Site Conditions, PCL respectfully and in good faith requests that the West Valley Water District accept this Change Request, as the General Contractor finds that these modifications and added efforts to the PW line and CCC scope materially differ and could not have been discovered, or reasonably inferred, from the Contract Documents or a thorough inspection of the Project Site by the Design-Builder. Therefore, we see these additions to the CCC scope and PW line as a change order to the West Valley Water District.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) Email notification to WVWD and GHD
- 3.) Record Drawings and References
- 4.) T+M Tickets associated with the work to modify the PW pipe
- 5.) Quotes for additional materials

Sincerely,

Kevin Goetz  
Project Manager  
[kgoetz@pcl.com](mailto:kgoetz@pcl.com)

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PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX-0066 - No Isolation at Potable Water Line Tie-In

PCO # 0066  
DATE: 12/18/24  
ESTIMATOR: SF

DESCRIPTION:

No Isolation for PW Tie-In with Existing 24-inch Gravity Effluent Line

**DIRECT ESTIMATE**

LABOR	\$	9,224.00
EQUIPMENT	\$	4,227.06
MATERIALS	\$	6,732.93
SUBCONTRACTOR	\$	9,267.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>29,450.99</b>

**DIRECT MARKUP**

LABOR	25%	\$	2,306.00
EQUIPMENT	20%	\$	845.41
MATERIALS	15%	\$	1,009.94
SUBCONTRACTOR	5%	\$	463.35
BOND ON DIRECT WORK	0%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>4,624.70</b>

**SUBTOTAL WITH DIRECT MARKUP** **\$ 34,075.69**

**TOTAL ADDITIONAL WORK \$ 34,075.69**

**GRAND TOTAL THIS CHANGE \$ 34,075.69**





CONSTRUCTION

January 14, 2025

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line Road.  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

**RE: 16" Valve Replacement for Existing Filter 5**

Mr. Hermann and Mr. Welborn,

Please review the following change order requested to remove the existing 16" backwash valve at Filter 5 and install the new one. This change order formalizes all costs required including PCL labor and equipment. This activity will require 1 day of shutdown at Filters 1-6.

- PCL field labor to remove and replace the existing 16" valve with new Owner supplied Valve, Bolts, Nuts, and Gaskets.
- Existing instrumentation & actuator connections, conduit and wire, and adjacent pipe and supports, are deemed reusable and acceptable by the Owner. This is a direct replacement in kind of the valve only.
- The operation requires a gantry crane and small tools which PCL will not charge WVWD as a courtesy.
- This change order would also add 1 more 24hr day to the 48hr shutdown for planned original contract work. If the other prospective Flow Meter Replacement Change Order is approved, it would also be included in the additional 1 day. A total of 72hrs shutdown days (3 days) if change orders are approved.

In the event of a change in conditions based on the anticipated scope, PCL reserves the right to revise it's estimate and notify the Owner as soon as possible. Thank you for the opportunity to quote this work.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez", with a stylized flourish at the end.

Alejandro Juarez  
Project Manager  
AJuarez@pcl.com

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PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO #     TBD  
DATE:     1/14/25  
ESTIMATOR:     HP

DESCRIPTION:

Replace 16in backwash valve at Filter 4

**DIRECT ESTIMATE**

LABOR		\$	3,152.80
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>3,152.80</b>

**DIRECT MARKUP**

LABOR	25%	\$	788.20
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>788.20</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>3,941.00</b>
------------------------------------	-----------	-----------------

**TOTAL ADDITIONAL WORK \$ 3,941.00**

**GRAND TOTAL THIS CHANGE \$ 3,941.00**

DATE **01/14/25**

Notes:



**Exhibit A**  
**For Item #5**



**CONSTRUCTION**

January 16, 2025

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line Road.  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

**RE: 24-inch Pretreatment Flow Meter Replacement**

Mr. Hermann and Mr. Welborn,

Please review the following change order requested to remove the existing 24-inch Pre-Treatment flow meter and install the new 24-inch flow meter provided by WVWD. This change order formalizes all costs required including PCL labor, equipment, subcontractor services, and time required to facilitate this operation. This additional requested construction activity duration requires a 2-day shutdown of the Pretreatment Facility. Below is a summary of the work activities needed to allow for the 24-inch flowmeters replacement. This 2 day shutdown is encompassed within the 3 days requested and required for the shutdown at the end of the month of January 2025.

- PCL labor to remove the existing 24-inch flow meter, cut the existing pipe, welding support for new flowmeters connecting flanges, and installation of the new 24-inch flow meter.
- Subcontractor welding services and travel time.
- ½ ton pickup truck.
- 10K forklift.
- Disconnect and demo existing flowmeter wire/cable.
- Re-pull and terminate wire through existing conduit to new flowmeter.
- Materials provided by others.
- Existing instrumentation connections, conduit and wire, and adjacent pipe and supports, are deemed reusable and acceptable by the Owner. This is a direct replacement in kind of the flow meter and it's communication appurtenances (which are provided by the District) only.

In the event of a change in conditions based on the anticipated scope, PCL reserves the right to revise it's estimate and notify the Owner as soon as possible. Thank you for the opportunity to quote this work.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez".

Alejandro Juarez  
Project Manager  
AJuarez@pcl.com

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Ste 110  
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PCL Construction, Inc.  
3900 Kilroy Airport Way, Ste 110, Long Beach, CA 90806

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO #     TBD  
DATE:     1/15/25  
ESTIMATOR:     HP

DESCRIPTION:

Replace 24in Flow Meter at Pretreatment

**DIRECT ESTIMATE**

LABOR	\$	4,224.40
EQUIPMENT	\$	1,648.96
MATERIALS	\$	-
SUBCONTRACTOR	\$	7,554.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>13,427.36</b>

**DIRECT MARKUP**

LABOR	25%	\$	1,056.10
EQUIPMENT	20%	\$	329.79
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	377.70
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>1,763.59</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>15,190.95</b>
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**TOTAL ADDITIONAL WORK \$ 15,190.95**

**GRAND TOTAL THIS CHANGE \$ 15,190.95**



DATE **01/15/25**

Notes:



**CONSTRUCTION**

**Exhibit A  
For Item #6**



**CONSTRUCTION**

January 16, 2025

Paul Hermann  
Water Market Leader  
GHD  
320 Goddard Way, Suite 200  
Irvine, CA 92618

Rocky Welborn  
West Valley Water District  
855 W. Base Line Road.  
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

Credits  
**RE: ~~Verizon Scope for Pull Box Relocation~~**

Mr. Hermann and Mr. Welborn,

Please review the following change order requested in regard to credits due to West Valley Water District for the allowances not used in the contract agreement.

The District determined that the following allowances for this project will not be used and the funds are credited back removed from the scope of work for this project.

- Existing Filter Building Modifications Allowance \$450,000.00.
- Spare Parts Allowance \$100,000.00.

In the event of a change in conditions based on the anticipated scope, PCL reserves the right to revise it's estimate and notify the Owner as soon as possible.

Sincerely,

Alejandro Juarez  
Project Manager  
AJuarez@pcl.com

**PCL CONSTRUCTION INC.**

3900 Kilroy Airport Way, Ste 110  
Long beach, CA 90806  
Telephone: (858) 657-3400 ♦ Website: [www.pcl.com](http://www.pcl.com)



## STAFF REPORT

**DATE:** February 13, 2025

**TO:** Board of Directors

**FROM:** Jon Stephenson, Director of Technical Services

**SUBJECT:** Adopt a Resolution Designating Authorized Agents of West Valley Water District for the California Governor's Office of Emergency Services - State & Local Cybersecurity Grants (SLCGP) for Local & Tribal Governments (SL) Program

---

### **MEETING HISTORY:**

N/A

### **BACKGROUND:**

The West Valley Water District ("District") submitted a grant application to the FY24 State & Local Cybersecurity Grants (SLCGP) for Local & Tribal Governments (SL) Program to secure funding to help cover the costs of the project to develop a SCADA Master Plan.

### **DISCUSSION:**

The California Governor's Office of Emergency Services ("Cal OES") State and Local Projects Unit has notified the District that the Federal Emergency Management Agency ("FEMA") has approved its subaward application for the project to develop a SCADA Master Plan. This requires a Designation of Sub-recipient's Agent Resolution for Non-State Agencies to be on file. This is necessary to obtain certain federal financial assistance. The Resolution designating authorized agents for the District is included as **Exhibit A**.

### **FISCAL IMPACT:**

There is no cost associated with submitting the requested item, which is required to authorize District staff to execute a Grant Subaward agreement. The executed Grant Subaward agreement will result in the District receiving \$250,000.00 in grant funding for the SCADA Master Plan project.

### **REQUESTED ACTION:**

1. Adopt a Resolution No. 2025-02 Designating Authorized Agents of the West Valley Water District for the SLCGP for SL Program; and
2. Authorize the General Manager to execute all necessary documents.

**Attachments**

[Exhibit A - Governing Body Resolution Form - Grants.pdf](#)

## **Governing Body Resolution**

BE IT RESOLVED BY THE Board of Directors  
(Governing Body)  
OF THE West Valley Water District THAT  
(Name of Applicant)  
General Manager, OR  
(Name or Title of Authorized Agent)  
Assistant General Manager, OR  
(Name or Title of Authorized Agent)  
Director of Technical Services,  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named Applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Award:

FY24 State & Local Cybersecurity Grants (SLCGP) for Local & Tribal Governments (SL) Program  
(List Grant Year and Program)

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

### **Certification**

I, Elvia Dominguez, duly appointed and  
(Name)

Board Secretary Of the West Valley Water District  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** Water Supply Assessment for Locust Gateway Logistics Center

---

### **MEETING HISTORY:**

01/29/2024 Engineering, Operations and Planning Adjourned Committee Meeting

### **BACKGROUND:**

On August 26, 2024, Brookfield Properties ("Developer") submitted a request for West Valley Water District ("District") to review a Water Supply Assessment ("WSA") for its proposed project in the City of Rialto, known as Locust Gateway Logistics Center ("Project"). The Project proposes a development that consists of a 40-acre site located south of Lowell Street, and west of Locust Avenue as shown in **Exhibit A**. The development plan includes a 666,265-sqft industrial warehouse building with 82 dock doors, surface parking and trailer storage lot. The project will require water for consumptive and sanitary purposes to support employees at the facility, provide fire protection and for irrigation of landscaped areas.

### **DISCUSSION:**

A WSA is a necessary requirement for compliance with the California Environmental Quality Act ("CEQA"), and the California Water Code (Code), which requires projects as defined in Section 10912 of the Code, to include a WSA in their environmental impact report. The WSA evaluates whether the total water supplies available during normal, single-dry, and multiple-dry water years projected within the latest adopted Urban Water Management Plan ("UWMP") will meet the anticipated water demand associated with the particular project, in addition to the existing and planned future uses.

A "Project" in the Water Code means any of the following:

1. A proposed residential development of more than 500 dwelling units.
2. A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
3. A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
4. A proposed hotel or motel, or both, having more than 500 rooms.
5. A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
6. A mixed-use project that includes one or more of the projects specified in this subdivision.

7. A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

This development is considered a Project as defined by the Water Code per item number 5 above. The Code states that the District shall determine whether the projected water demand associated with a proposed project was included as part of the most recent UWMP, and if so, the District may incorporate the requested information from the UWMP in preparing the elements of the WSA.

Attached as **Exhibit B** for review is a WSA prepared by the Developer's consultant, Water Systems Consulting, Inc. The net water demand for this Project is anticipated to be 68-acre feet per year. The anticipated water demand associated with the Project has been accounted for in the UWMP and information from that plan was utilized in the preparation of this WSA.

As demonstrated in the UWMP, the water supply available in 20 years in a normal, single dry and multiple dry water years is sufficient to meet the projected net demand associated with the project.

**FISCAL IMPACT:**

No fiscal impact at this time.

**REQUESTED ACTION:**

1. Approve the Water Supply Assessment for Locust Gateway Logistics Center.
2. Authorize the General Manager to execute all necessary documents.

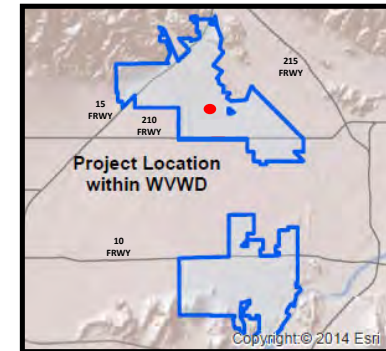
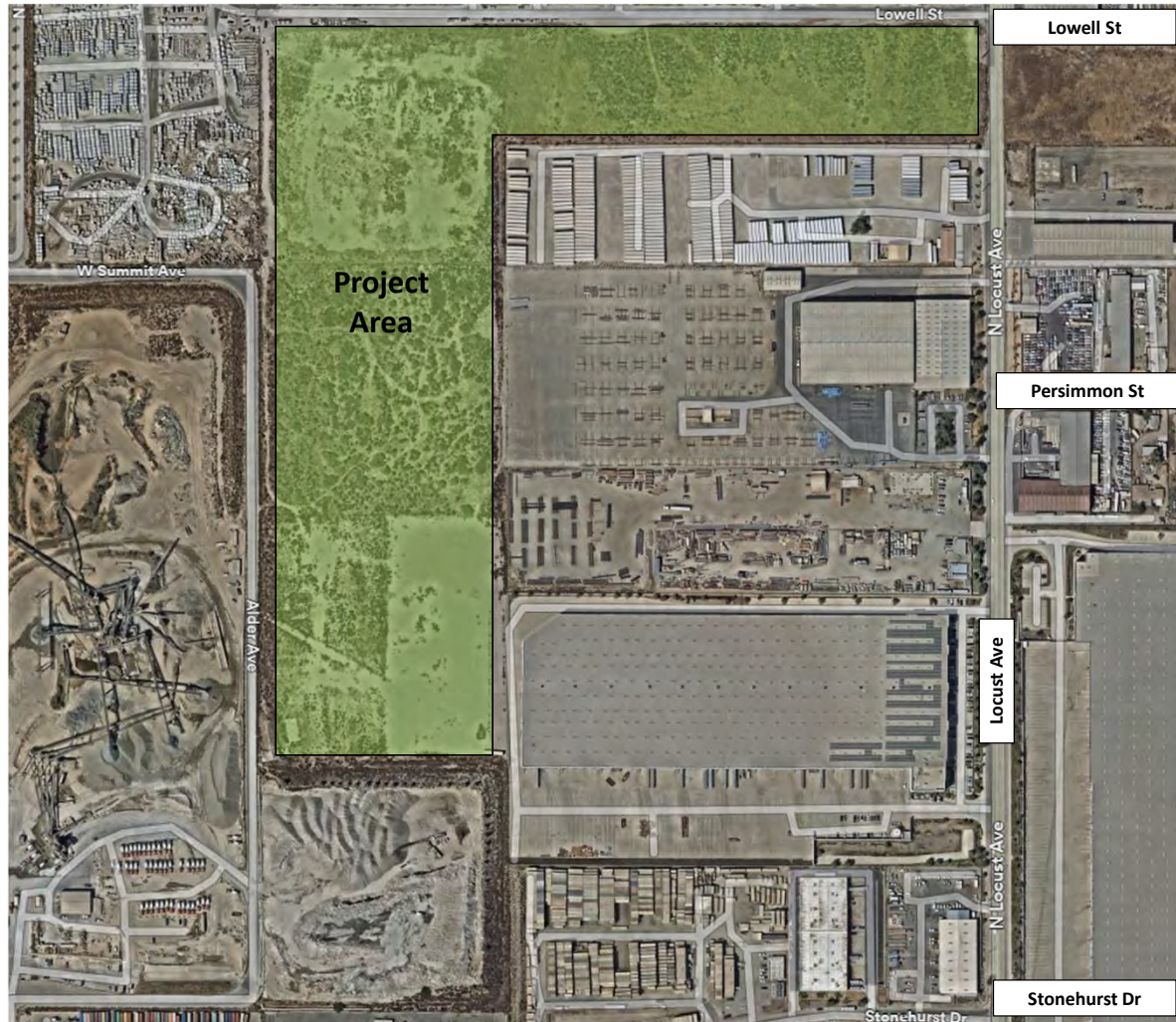
**Attachments**

[Exhibit A - Aerial Map.pdf](#)

[Exhibit B - Water Supply Assessment for Locust Gateway Logistics Center.pdf](#)



# EXHIBIT A



# **Exhibit A** **Locust Gateway Logistics Center**



# EXHIBIT B



# Locust Gateway Water Supply Assessment

JANUARY 2025

WEST VALLEY WATER DISTRICT







WEST VALLEY WATER DISTRICT

---

# Locust Gateway Water Supply Assessment

JANUARY 2025

Prepared by Water Systems Consulting, Inc



# TABLE OF CONTENTS

Table of Contents.....	ii
List of Figures .....	iii
List of Tables.....	iv
Acronyms & Abbreviations.....	v
1.0 Introduction and Purpose .....	1
1.1 Legislation .....	1
1.2 Definitions.....	2
2.0 Public Water System Overview.....	2
2.1 Climate .....	4
2.2 Service Area Population .....	4
2.2.1 Other Demographic Factors .....	5
3.0 Project Description .....	5
4.0 Water Demand Analysis.....	7
5.0 Water Supply Analysis .....	9
5.1.1 Purchased or Imported Water .....	9
5.1.2 Groundwater.....	10
5.1.3 Surface Water .....	14
5.2 Transfer Opportunities.....	15
5.3 Future Water Projects.....	15
5.4 Recycled Water .....	15
5.5 Water Supply Summary.....	16
5.6 Water Supply Reliability.....	18
6.0 Water Supply and Demand Analysis.....	19
7.0 Determination of Water Supply Sufficiency.....	21
7.1 Conditions of Approval .....	21
References.....	REF - 1
Appendix A Lytle Creek Judgement & Surface Water Purchase Agreement.....	App - A
Appendix B Western Judgement.....	App - B
Appendix C Rialto Basin Decree .....	App - C
Appendix D Chino Basin Watermaster Judgement .....	App - D
Appendix E Baseline Feeder Agreement .....	App - E

# LIST OF FIGURES

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Figure 1. WVWD Service Area Overview .....	3
Figure 2. Project Location .....	6

# LIST OF TABLES

---

Table 2-1. Historical Temperature, Rainfall and Reference Evapotranspiration (ET <sub>o</sub> ) Data .....	4
Table 2-2. WVWD Water Service Area Projected Population Growth .....	5
Table 4-1. Project Water Demand .....	7
Table 4-2. Net Project Demand, AFY .....	7
Table 4-3. 2020 IRUWMP Historic and Projected Demands .....	8
Table 4-4. 2020 IRUWMP Historic and Projected Demands with the Addition of Net Project Demand .....	9
Table 5-1. Historic Purchased Water Supplies, AFY .....	10
Table 5-2. Historical Groundwater Production, AFY .....	14
Table 5-3. Historic Surface Water Supply, AFY .....	15
Table 5-4. Summary of WVWD's Water Supplies, AFY .....	17
Table 5-5 Current and Projected Supplies, AFY .....	18
Table 6-1. Normal Year Supply and Demand Comparison, AFY .....	19
Table 6-2. Single Dry Year Supply and Demand Comparison, AFY .....	20
Table 6-3. Multiple Dry Year Supply and Demand Comparison, AFY .....	20



# ACRONYMS & ABBREVIATIONS

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<b>ADA</b>	Americans with Disabilities Act
<b>AF</b>	Acre Feet
<b>AFY</b>	Acre Feet per Year
<b>APN</b>	Assessor Parcel Number
<b>CEQA</b>	California Environmental Quality Act
<b>CIMIS</b>	California Irrigation Management Information System
<b>CMLC</b>	Cement Mortar Lined and Coated
<b>CWC</b>	California Water Code
<b>DU</b>	Dwelling Unit
<b>DWR</b>	Department of Water Resources
<b>EIR</b>	Environmental Impact Report
<b>ET</b>	Evapotranspiration
<b>EV</b>	Electric Vehicle
<b>FY</b>	Fiscal Year
<b>GIS</b>	Geographic Information System
<b>GPCD</b>	Gallons per Capita per Day
<b>GPM</b>	Gallons per Minute
<b>MG</b>	Million Gallons
<b>MGD</b>	Million Gallons per Day
<b>MSL</b>	Mean Sea Level
<b>OSY</b>	Operating Safe Yield
<b>SB</b>	Senate Bill
<b>SBB</b>	San Bernardino Basin
<b>SCAG</b>	Southern California Association of Governments
<b>SF</b>	Square Feet
<b>SWP</b>	State Water Project
<b>UMWP</b>	Urban Water Management Plan

<b>WFF</b>	Water Filtration Facility
<b>WFMP</b>	Water Facilities Master Plan
<b>WSA</b>	Water Supply Assessment
<b>WSC</b>	Water Systems Consulting
<b>WSCP</b>	Water Shortage Contingency Plan

# 1.0 Introduction and Purpose

This Water Supply Assessment (WSA) was prepared on behalf of Kimley-Horn for West Valley Water District (WVWD) by Water Systems Consulting, Inc. (WSC) to satisfy the requirements of California Water Code (CWC) Section 10910 (Senate Bill 610) for the Locust Gateway Development Project (Project), which is proposed by Brookfield Properties (Applicant). The Project lies within the city limits of the City of Rialto (City) and is located within WVWD's water service area. The City is the Lead Agency for the Project's Environmental Impact Report (EIR) which is required by the California Environmental Quality Act (CEQA).

As required by Senate Bill 610 (SB 610), WVWD is responsible for assessing whether the total projected water supplies available during average, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand for the Project, in addition to WVWD's existing and planned future uses. A water supplier's Urban Water Management Plan (UWMP) serves as a foundational document for a WSA. The water demands of the proposed Project were not accounted for in WVWD's *Upper Santa Ana River Watershed 2020 Integrated Regional Urban Water Management Plan* (2020 IRUWMP) (Water Systems Consulting, Inc. and Woodard & Curran, June 2021), as submitted to the California Department of Water Resources (DWR) in June 2021. Updated projections have been incorporated into this document to reflect the most recent supply and demand information. Additional information from other sources is also incorporated into this WSA to document supplies from all sources, including groundwater and purchased water. Documentation includes identifying and quantifying water rights, contracts, and/or entitlements to the supply. Kimley-Horn must provide the results of the assessment to the City, as the Lead Agency, for inclusion in the CEQA document for the Project. This WSA includes the following:

- Overview of WVWD's water system (Section 2.0)
- Description of the Project and proposed water demand (Section 3.0 and 4.0)
- Information on WVWD's current and projected water supplies (Section 5.0)
- Comparison of WVWD's service area water supplies and water demands for average, single dry, and multiple dry years (Section 6.0)
- Determination of the WVWD water service area water supply sufficiency (Section 7.0)

## 1.1 Legislation

The City has determined that the Project is subject to review under CEQA (*Public Resources Code, Section 21000 et seq.*), and the state CEQA Guidelines (*California Code of Regulations, Section 15000 et. seq.*) The City has determined that the Project is a "project" as defined in CWC 10912 and has determined that a WSA is required for the Project.

SB 610 amended the Public Resources Code, effective January 1, 2002, to incorporate CWC requirements for certain types of development projects to improve the link between information on water supply availability and certain land use decisions made by cities and counties. SB 610

seeks to promote more collaborative planning between local water suppliers, cities and counties by requiring detailed information regarding water availability to be provided to the city and county decision-makers prior to approval of specified large development projects.

Under SB 610, water suppliers must prepare WSAs for projects meeting certain project size criteria and deliver them to local governments for inclusion in any environmental documentation. The Project requires a WSA because it includes a proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area. The Project exceeds the criteria for building square footage.

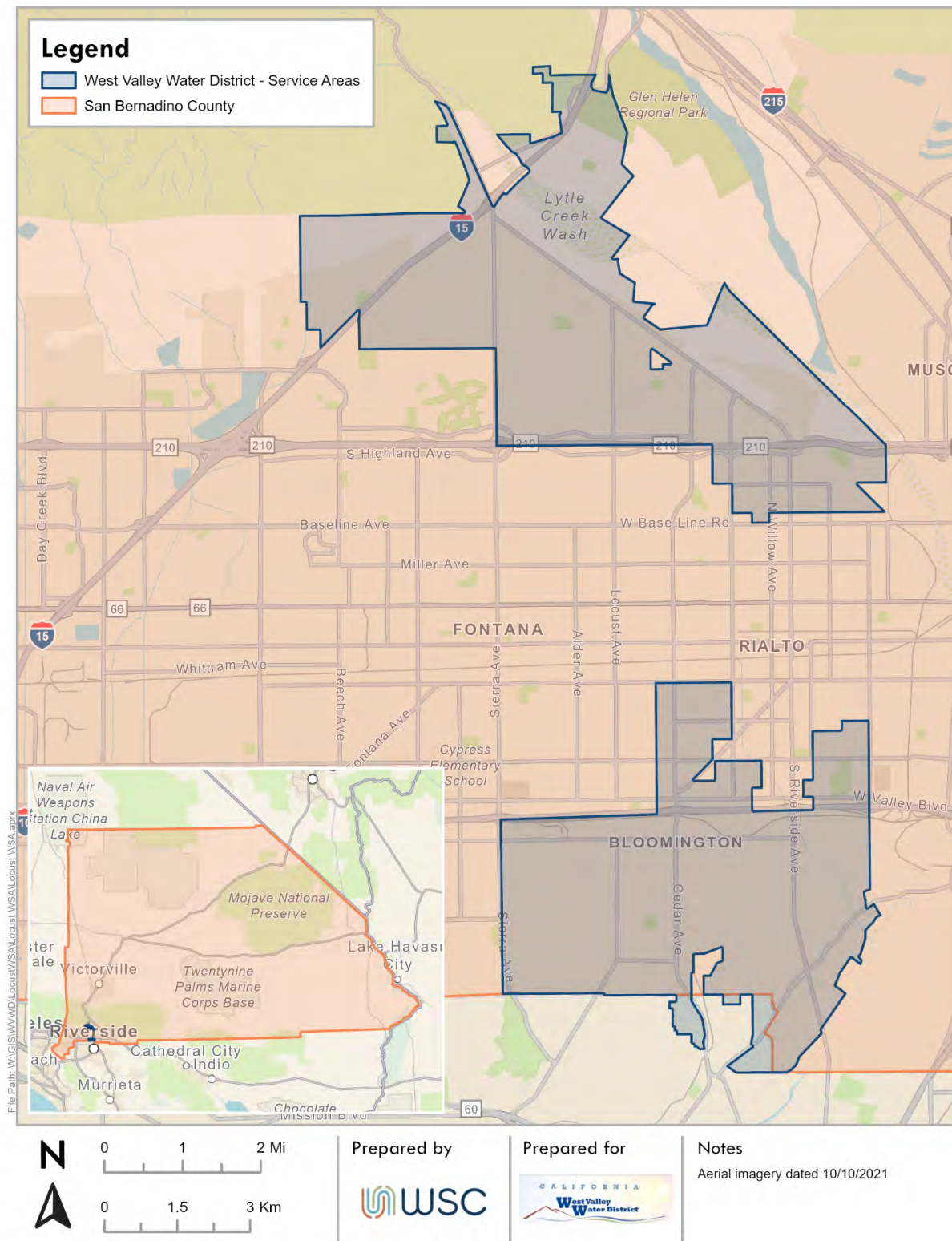
## 1.2 Definitions

For the purposes of this WSA, the following defined terms are used:

- **Groundwater production:** The amount of water produced from the San Bernardino Basin (including the Bunker Hill and Lytle subbasins), Rialto-Colton, Riverside North, and Chino Basins. These groundwater supply sources enter WVWD's distribution system based on metered flows at each well.
- **Surface Water:** The amount of water produced from Lytle Creek.
- **Purchased Water:** The amount of water imported from the State Water Project (SWP) through San Bernardino Valley Municipal Water District (San Bernardino Valley) and put into the distribution system based on metered flows at the Lytle Turnout off the San Gabriel Feeder Pipeline.
- **Consumption:** The amount of billed metered water consumed by customers. WVWD provided annual consumption data for 2021-2023.
- **Demand:** The amount of water distributed through the entire water system, which is the sum of groundwater production, surface water, and purchased water. Demand includes non-revenue water, which is equal to the difference between water put into the distribution system and consumption.
- **Non-revenue Water:** Unmetered water use and losses from the distribution system due to leaks, unauthorized connections, or theft.
- **Unit Factor:** The calculated amount of water demand per unit (e.g., acre, square feet, dwelling unit, etc.) of a specific type of use (e.g., land use, development type, business type, etc.).

## 2.0 Public Water System Overview

WVWD is located in the southwest region of San Bernardino County, California, and serves the Cities of Rialto, Fontana, Colton, and Jurupa Valley, and unincorporated areas of San Bernardino County. Figure 1 shows WVWD's service area.



**Figure 1. WVWD Service Area Overview**

The Project is located entirely within WVWD's northern service area section. WVWD's total water service area encompasses approximately 31 square miles and is located approximately 50 miles east of Los Angeles. WVWD is bounded by the City of Fontana to the west, the City of San Bernardino to the east, the U.S. Forest Service boundary to the north, and the County of Riverside to the south.

## 2.1 Climate

WVWD's climate is characterized by hot, dry summers and cool winters with intermittent precipitation. Table 2-1 presents average climate data for the service area, including temperature, rainfall, and reference evapotranspiration (ET<sub>o</sub>). As shown in Table 2-1, the warmest months of the year are July and August, with an average temperature of 80 degrees Fahrenheit (°F), while the coldest month of the year is January with an average temperature of 53.4°F.

The monthly average precipitation at WVWD is about 1.2 inches; estimated annual average precipitation is 14.8 inches. As shown in Table 2-1, the majority of the rainfall occurs in the months of December through March. January and March are the wettest months with an average rainfall of approximately 2.4 inches.

**Table 2-1. Historical Temperature, Rainfall and Reference Evapotranspiration (ET<sub>o</sub>) Data**

Month	Average Temperature (°F)	Average Precipitation (in.)	Average Standard ET <sub>o</sub> (in.)
January	53.4	2.46	2.22
February	53.8	2.12	2.84
March	57.6	2.42	4.11
April	63.9	1.13	5.58
May	66.4	0.68	5.97
June	73.9	0.37	7.17
July	80.2	0.75	8.21
August	80.3	0.85	7.51
September	76.6	0.58	5.65
October	69.1	0.55	4.39
November	60.4	1.12	2.91
December	53.6	1.75	2.04

*Note:*

*Data provided from the California Irrigation Management Information System (CIMIS) weather station 251 in Highland, CA; average values provided based on data from 2017 through 2023.*

## 2.2 Service Area Population

The current and projected population for WVWD's water service area is shown in Table 2-2. The population projections were prepared as part of the 2020 IRUWMP. 2020 population was



determined using the California Department of Water Resources (DWR) Geographic Information Systems (GIS)-based tool (DWR Tool) to estimate the population within WVWD’s service area using census data and the number of service connections. Future population was projected based on the 2020 WVWD Water Facilities Master Plan (WFMP). Based on various growth rates identified in the WFMP, it was estimated that population between 2020 and 2025 would grow at 2.84%, then reduce to an annual growth rate of 1.5% from 2025 through 2045 (AKEL Engineering Group, Inc., July 2020).

**Table 2-2. WVWD Water Service Area Projected Population Growth**

	2020	2025	2030	2035	2040	2045
<b>WVWD Water Service Area Population</b>	89,101	102,490	110,410	118,943	128,136	138,039
<i>Note: Population projection developed in the 2020 IRUWMP (Water Systems Consulting, Inc. and Woodard &amp; Curran, June 2021).</i>						

### 2.2.1 Other Demographic Factors

WVWD provides services to a variety of customers, including single family, multi-family, commercial, industrial, institutional, landscape irrigation, hydrant, golf course, fire service, and agricultural irrigation accounts. WVWD also provides wholesale water through an interconnection with Marygold Mutual Water Company. Based on information gathered in the 2020 IRUWMP, approximately 44 percent of households within WVWD are considered very low and low-income households (Water Systems Consulting, Inc. and Woodard & Curran, June 2021).

## 3.0 Project Description

The Project area consists of 40 acres on one parcel in the central portion of the City of Rialto in San Bernadino County, California. The Project site is identified as Assessor Parcel Number (APN) 0239-19-223 and is bordered by West Lowell Street to the north, existing light industrial uses to the east, the Mid Valley Landfill to the south, and North Alder Avenue to the west; as shown in Figure 2.

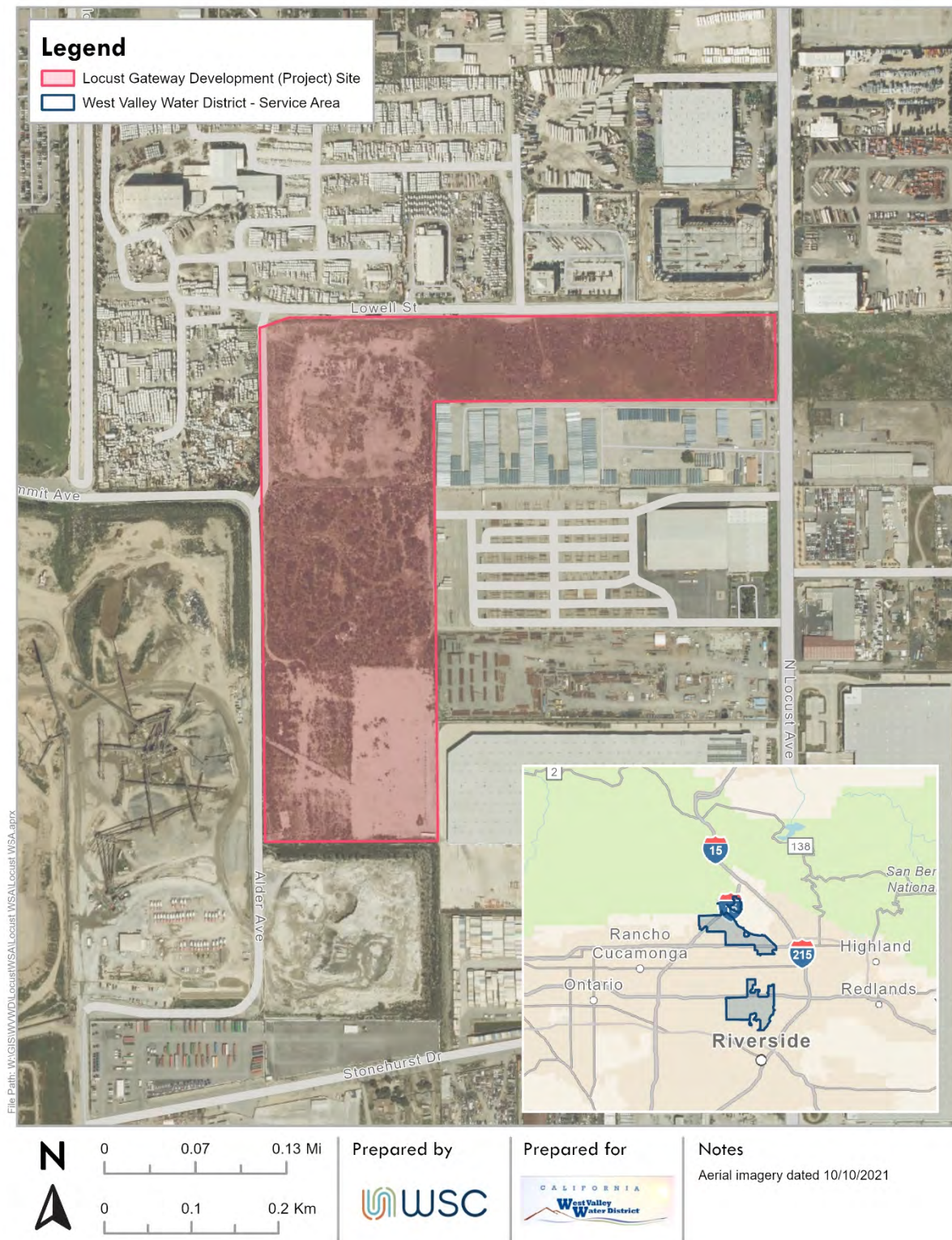


Figure 2. Project Location



The Applicant is proposing to develop an industrial warehouse building with 82 dock doors, surface parking, and a truck trailer storage lot. The 666,265-square-foot (sf) warehouse would have 656,265 sf of warehouse space, 5,000 sf of office space, and 5,000 sf of an office mezzanine. The proposed Project would include 291 standard parking stalls, 8 Americans with Disabilities Act (ADA) stalls, and 74 electric vehicle (EV) stalls for a total of 373 stalls. The truck trailer storage lot would have up to 372 trailer spots. Vehicular access to the project site would be from West Lowell Street and North Locust Avenue.

## 4.0 Water Demand Analysis

A water demand factor was applied to the projected development units (acres) to estimate Project demands. The factor was selected from the WFMP and applied to the Project area. The City designated the Project's land use as industrial which corresponds to the WFMP's industrial water demand factor category, while the Rialto Airport Specific Plan designated the parcel as General Manufacturing (Robert Bein, William Frost & Associates, 1997). However, to be consistent with previous WSAs completed for WVWD which address warehouse uses, the heavy industrial demand factor will be used for this analysis as a conservative estimate. The estimated heavy industrial water demand factor applied is provided in Table 4-1.

**Table 4-1. Project Water Demand**

Use	Area (acres)	WFMP Demand Factor <sup>1</sup> (gpd/acre)	Demand (AFY)
<b>Heavy Industrial</b>	39.91	1,530	68
<i>1 – Demand factor provided in the 2020 WFMP Table 3-4 (AKEL Engineering Group, Inc., July 2020)</i>			

Historical usage for the existing customer at the Project site was 0 AFY; therefore, the net additional Project demand is approximately 68 AFY, as shown in Table 4-2. If the actual land use specified for this Project changes, the associated water demand may change and would need to be reevaluated.

**Table 4-2. Net Project Demand, AFY**

	Demand, AFY
Existing Site Industrial Demand	0
<b>Total Existing Project Site Demand</b>	<b>0</b>
Net Additional Industrial Project Demand	68
<b>Total Site Demand</b>	<b>68</b>
<i>Note: Existing customer use based on historical billing records for 2020.</i>	

The Project is anticipated to be completed as early as the end of 2025. For the purposes of this WSA, it is assumed the Project will be developed by 2025. For this reason, the Project demand was compared to the demands projected within the 2020 IRUWMP starting in 2025. The 2020 IRUWMP reports projections every five years (2025, 2030, 2035, 2040, and 2045). Table 4-3 shows the 2020 IRUWMP historical and projected demands by customer class. The projected

net demands for the Pepper Commerce Center WSA (119 AFY) and Bloomington Business Park WSA (236 AFY), which were proposed after the 2020 IRUWMP, are also included in Table 4-3 to account for the net increase in demand over time. In addition, the demands associated with the single-family and institutional land uses redeveloped as part of the Bloomington Business Park WSA are reflected in Table 4-3.

**Table 4-3. 2020 IRUWMP Historic and Projected Demands**

Customer Class	Demand, AFY <sup>1, 2</sup>					
	2020	2025	2030	2035	2040	2045
<b>Single-Family<sup>3</sup></b>	12,049	13,715	14,647	15,578	16,509	17,440
<b>Multi-Family</b>	481	553	591	628	665	702
<b>Commercial</b>	1,689	1,943	2,073	2,204	2,334	2,465
<b>Industrial<sup>4</sup></b>	623	1,115	1,282	1,330	1,378	1,426
<b>Institutional<sup>5</sup></b>	860	972	1,039	1,105	1,172	1,238
<b>Landscape Irrigation</b>	2,161	2,485	2,652	2,819	2,986	3,153
<b>Hydrant</b>	272	313	334	355	376	397
<b>Golf Course</b>	-	-	-	-	-	-
<b>Fire Service</b>	5	5	6	6	7	7
<b>Agricultural Irrigation</b>	70	81	86	92	97	103
<b>Water Losses</b>	1,889	2,513	2,682	2,851	3,020	3,189
<b>TOTAL<sup>6</sup></b>	<b>20,099</b>	<b>23,694</b>	<b>25,391</b>	<b>26,967</b>	<b>28,543</b>	<b>30,119</b>

1 – Demand for 2020 provided in Table 10-3 of the 2020 IRUWMP

2 – Demand for 2025 – 2045 provided in Table 10-5 of the 2020 IRUWMP.

3 – Single-family demands here differ from the 2020 IRUWMP because they exclude the existing 144 AFY single-family use of the Bloomington Business Park site to be redeveloped.

4 – Industrial demands here differ from the 2020 IRUWMP because they include the demands from the Pepper Commerce Center (119 AFY) and Bloomington Business Park (236 AFY), WSAs prepared after the 2020 IRUWMP.

5 – Institutional demands here differ from the 2020 IRUWMP because they exclude the existing institutional use of 17 AFY from the Bloomington Business Park WSA site to be redeveloped.

6 – Demand totals updated to reflect the changes to the 2020 IRUWMP projections.

The demand for the Project was compared to existing and future projected demands summarized in the 2020 IRUWMP. The 2020 IRUWMP projected a 94 AFY increase of industrial demands from 2020 to 2025, which is more than the Project's net demand. The net Project demand was added to the demands from the 2020 IRUWMP, as shown in Table 4-4 below.

**Table 4-4. 2020 IRUWMP Historic and Projected Demands with the Addition of Net Project Demand**

Customer Class	Demand, AFY <sup>1, 2</sup>					
	2020	2025	2030	2035	2040	2045
<b>Single-Family<sup>3</sup></b>	12,049	13,715	14,647	15,578	16,509	17,440
<b>Multi-Family</b>	481	553	591	628	665	702
<b>Commercial</b>	1,689	1,943	2,073	2,204	2,334	2,465
<b>Industrial<sup>4</sup></b>	623	1,183	1,350	1,398	1,446	1,494
<b>Institutional<sup>5</sup></b>	860	972	1,039	1,105	1,172	1,238
<b>Landscape Irrigation</b>	2,161	2,485	2,652	2,819	2,986	3,153
<b>Hydrant</b>	272	313	334	355	376	397
<b>Golf Course</b>	-	-	-	-	-	-
<b>Fire Service</b>	5	5	6	6	7	7
<b>Agricultural Irrigation</b>	70	81	86	92	97	103
<b>Water Losses</b>	1,889	2,513	2,682	2,851	3,020	3,189
<b>TOTAL<sup>6</sup></b>	20,098	23,763	25,460	27,036	28,612	30,188

1 – Demand for 2020 provided in Table 10-3 of the 2020 IRUWMP

2 – Demand for 2025 – 2045 provided in Table 10-5 of the 2020 IRUWMP.

3 – Single-family demands here differ from the 2020 IRUWMP because they exclude the existing single-family use of 144 AFY from the Bloomington Business Park WSA site to be redeveloped.

4 – Industrial demands here differ from the 2020 IRUWMP because they include the net Project demand and demands from Pepper Commerce Center (119 AFY) and Bloomington Business Park (236 AFY), WSAs prepared after the 2020 IRUWMP.

5 – Institutional demands here differ from the 2020 IRUWMP because they exclude the existing institutional use of 17 AFY from the Bloomington Business Park WSA site to be redeveloped.

6 – Demand totals updated to reflect the changes to the 2020 IRUWMP projections.

## 5.0 Water Supply Analysis

WVWD's distribution system is divided into eight pressure zones and utilizes 25 reservoirs for a total storage capacity of 72.6 million gallons (MG). WVWD also operates a 14.4 million gallons per day (MGD) water filtration facility. The following sections describe each water source in more detail. Additional details on each water supply source are provided in the 2020 IRUWMP.

### 5.1.1 Purchased or Imported Water

WVWD purchases SWP water from San Bernardino Valley through the Lytle Turnout off the San Gabriel Pipeline Feeder. Metering and transmission facilities are sized to enable WVWD to purchase and treat up to 20 million gallons per day (MGD), approximately 23,000 AFY, at final treatment plant expansion. SWP water is treated at WVWD's Oliver P. Roemer Water Filtration

Facility (WFF) and used for potable supply. WVWD is investigating the use of SWP water for groundwater recharge in the Lytle Creek Basin. In 2006, the WFF was expanded to increase production capacity to 14.4 MGD. In 2020, WVWD began the design of a 7.2 MGD expansion of the WFF to increase capacity to 21.6 MGD. The construction of the WFF expansion is expected to be completed by Spring 2025. WVWD has utilized SWP water through the Lytle Turnout since 1999. WVWD's historical purchased water for 2016 through 2023 is shown in Table 5-1.

**Table 5-1. Historic Purchased Water Supplies, AFY**

<b>Water Supply</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>SWP Water</b>	2,839	2,653	4,042	3,649	3,342	4,979	2,399	1,187
<b>Baseline Feeder</b>	3,380	3,151	3,701	3,512	3,616	2,797	4,750	3,766

## 5.1.2 Groundwater

WVWD draws the majority of its supply from its wells from five regional groundwater basins: Bunker Hill and Lytle Creek (which are both part of the San Bernardino Basin (SBB)), Rialto-Colton, Riverside North, and Chino Basins. All five basins have been adjudicated and are managed for long term sustainability. Details on adjudication and management are provided in the 2020 IRUWMP.

### 5.1.2.1 Bunker Hill and Lytle Creek (Part of SBB)

The SBB, labeled as the "San Bernardino Basin Area" in the Western-San Bernardino Judgment (Western Judgment), was defined by, and adjudicated in gross, by the Western Judgment in 1969. The SBB has a surface area of approximately 141 square miles and lies between the San Andreas and San Jacinto faults. The basin is bordered on the northwest by the San Gabriel Mountains and Cucamonga fault zone; on the northeast by the San Bernardino Mountains and San Andreas fault zone; on the east by the Banning fault and Crafton Hills; and on the south by a low, east-facing escarpment of the San Jacinto fault and the San Timoteo Badlands. Alluvial fans extend from the base of the mountains and hills that surround the valley and coalesce to form a broad, sloping alluvial plain in the central part of the valley. The SBB encompasses the Bunker Hill sub basin (DWR Number 8.02-06) defined by DWR and also includes a small portion of the Yucaipa Basin (8-02.07) and the Rialto-Colton Basin (8-02.04) as defined by DWR.

The Western Judgment established the natural safe yield of the SBB to be a total of 232,100 AFY for all extractions, including surface water diversions and groundwater pumping. The Western Judgment is provided in Appendix A. Surface water is diverted from Mill Creek, Lytle Creek, and the Santa Ana River.

The Western Judgment allocates 64,862 AFY of the safe yield, which equates to 27.95 percent, to the Plaintiffs. The Plaintiffs include the City of Riverside (the successor to the Riverside Water Company and the Gage Canal Company), Riverside Highland Water Company, Meeks & Daley Water Company, and Regents of the University of California. The Riverside County agencies

may not exceed their allocation unless they participate in “New Conservation” (explained below).

The Non-Plaintiffs’ (agencies within San Bernardino County, including WVWD) rights were defined in the Judgment as 167,238 AFY, which equates to 72.05 percent of the safe yield. San Bernardino agencies are allowed to extract more than 167,238 AFY from the SBB, as long as they import and recharge a like amount of water into the SBB. The Western-San Bernardino Watermaster provides an annual accounting of both the plaintiff and non-plaintiff extractions and a comparison to the safe yield. The Western Judgement requires the non-plaintiffs to provide replenishment water whenever the cumulative extractions exceed the cumulative safe yield. If the cumulative extractions are less than the cumulative safe yield, a “credit” is earned. In years when cumulative extractions are greater than their allocation, a “debit” is taken. To date, the cumulative extractions have been less than the cumulative safe yield since the Western Judgement was signed so that the non-plaintiffs have never been required to recharge the basin.

Recharge is also required to offset the export of water outside the SBB in excess of the amount recorded during the base period (1959-1963). Credits are earned for any new supplies such as stormwater capture. As of the accounting performed for the 2024 Annual Western-San Bernardino Watermaster Report, the Non-Plaintiffs have 596,248 AF of net credit accumulated in the SBB and are, therefore, not required to recharge. Although there is no recharge requirement under the Western Judgment, the Non-Plaintiffs have continued to recharge the SBB. (Western Municipal Water District, 2024)

WVWD, in a joint venture agreement with the City of Rialto, the Riverside Highland Water Company, and San Bernardino Valley, constructed 25,000 feet of 48-inch transmission line known as the Baseline Feeder, which delivers Bunker Hill groundwater to WVWD. Through this agreement, WVWD can receive up to 5,000 AFY of supply through this transmission line from San Bernardino Valley. WVWD has received water through the Baseline Feeder since 1998.

### 5.1.2.2 Lytle Creek Sub Basin

Lytle Creek Basin is part of the SBB, and it is not identified as a separate sub basin in DWR Bulletin 118-2003; however, the subbasin is an integral part of the Upper Santa Ana Valley Groundwater Basin and a major recharge area for both the Bunker Hill and Rialto-Colton sub basins. Historically, local agencies have recognized Lytle Creek sub basin as a distinct groundwater sub basin. In the Western Judgment, the Bunker Hill and Lytle Creek sub basins are combined into the SBB. However, the three separate water-bearing zones and intervening confining zones of the Bunker Hill sub basin are not observed in the Lytle Creek sub basin. Sediments within the Lytle Creek sub basin are, for the most part, highly permeable, and the aquifer has a high specific yield. High permeability and specific yield tend to result in an aquifer that responds rapidly to changes in inflow (precipitation and streamflow) and outflow (groundwater pumping, streamflow, and subsurface outflow).

Lytle Creek sub basin is adjoined on the west by the Rialto-Colton sub basin along the Lytle Creek fault, and on the east and southeast by the Bunker Hill sub basin along the Loma Linda fault and Barrier G. The northwestern border of the sub basin is delineated by the San Gabriel Mountains, and runoff from the mountains flows south/southeast through Lytle and Cajon Creeks into the basin.

Numerous groundwater barriers are present within Lytle Creek sub basin, resulting in six compartments within the sub basin. Barriers A through D divide the northwestern portion of the sub basin into five sub-areas, and the southeastern portion of the sub basin comprises the sixth sub-area. Barrier F divides the northwestern sub-areas from the southeastern sub-area. Studies have shown that the groundwater barriers are less permeable with depth. When groundwater levels are high during wet years, more leakage occurs across the barriers than when groundwater levels are lower (i.e., during dry years). The amount of pumping in each sub-area, in large part, controls the movement of groundwater across the barrier within the older alluvium but not the younger alluvium.

It is important to note that the water rights in Lytle Creek are set forth in long-standing court judgments governing the rights of the parties in that basin. The Lytle Creek Basin was adjudicated under the 1924 Judgment No. 17,030 from the Superior Court of San Bernardino County (Lytle Creek Judgment) and is managed by the Lytle Creek Water Conservation Association, which is made up of the successors to the stipulated parties of the Lytle Creek Judgment.

### 5.1.2.3 Rialto-Colton Basin

The Rialto-Colton subbasin underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This subbasin is about 10 miles long and varies in width from about 3.5 miles in the northwestern part to about 1.5 miles in the southeastern part. This subbasin is bounded by the San Gabriel Mountains on the northwest, the San Jacinto fault on the northeast, the Badlands on the southeast, and the Rialto-Colton fault on the southwest. The Santa Ana River cuts across the southeastern part of the basin. The basin generally drains to the southeast, toward the Santa Ana River. Warm and Lytle Creeks join near the southeastern boundary of the basin and flow to meet the Santa Ana River near the center of the southeastern part of the sub basin.

The groundwater extractions in the Rialto-Colton sub basin are governed by the Rialto Basin Decree, the Rialto Basin Settlement Agreement, and the Western Judgment. The Rialto-Colton Subbasin was adjudicated under the 1961 Decree No. 81,264 from the Superior Court of San Bernardino County (Rialto Basin Decree).

In any year in which the average of the elevation of the spring-high water level, measured in March, April, and May, in the three index wells is above 1002.3 feet mean sea level (MSL), WVWD has no restrictions on yearly extractions. When the average standing water level in the three index wells falls below 1002.3 feet MSL and is above 969.7 feet MSL, WVWD is restricted to total groundwater extractions of 6,104 AFY. When the average of the three index wells drops



below 969.7 feet MSL, ground water extractions are reduced for all parties stipulated in the decree by 1 percent per foot below the 969.7-foot level, but not to exceed 50-percent reduction. WVWD's total water right allocation of 6,104 AFY includes 510 AFY of fixed rights and 5,594 AFY that is adjustable and subject to the groundwater reductions specified in this section.

WVWD participates in the Rialto Basin Groundwater Council (Rialto Basin GC), which was formed in 2021. The Rialto Basin GC will develop, adopt, and implement a sustainable groundwater management plan, which will include implementing groundwater recharge projects to restore groundwater levels.

#### 5.1.2.4 North Riverside Basin

The North Riverside Basin (the portion of the Riverside Basin Area in San Bernardino County) is part of the 1969 Judgment No. 117,628 (see Appendix B), under the Bunker Hill Basin. The Riverside Groundwater Basin is a large alluvial fill basin that is bounded by major faults and topographic barriers. Recharge to the basin occurs by the underflow from basins to the north, contributions from the Santa Ana River, and from percolation of surface water runoff from the surrounding uplands, in particular the Box Spring Mountains to the east. WVWD, which has no limits or restrictions on groundwater pumping in the basin, has been utilizing the North Riverside Basin for water supply for more than 60 years.

Extractions from the North Riverside Basin for use in Riverside County are limited to 21,085 AFY by the Judgment. Extractions for use in San Bernardino County are unlimited, provided that water levels at three index wells in the Rialto-Colton and Riverside North Basins stay above 822.04 feet MSL. The 2020 IRUWMP provided an estimate of 30,100 AFY as the sustainable supply from North Riverside for use in San Bernardino County, based on extractions from 1996 to 2005. San Bernardino Valley has budgeted to update the safe yield estimate prior to the next IRUWMP.

#### 5.1.2.5 Chino Basin

The Chino Basin is an adjudicated basin managed by the Chino Basin Watermaster. The Chino Sub basin lies in the southwest corner of San Bernardino County. The Chino Sub basin is bordered to the east by the Rialto-Colton fault. In the other three directions, the Chino Sub basin is ringed by impermeable mountain rock; the San Gabriel Mountains to the north, and the Jurupa Mountains and Puente Hills to the south and southwest. Average annual precipitation across the basin is 17 inches. This part of the San Bernardino Valley is drained by San Antonio Creek and Cucamonga Creek southerly to the Santa Ana River.

On January 2, 1975, several Chino Basin producers filed suit in California State Superior Court for San Bernardino County (the "Court") to settle the problem of allocating water rights in the Chino Basin. On January 27, 1978, the Court entered a judgment in Chino Basin Municipal Water District v. City of Chino et al. (Chino Basin Watermaster Judgment, provided in Appendix D) adjudicating water rights in the Chino Basin and establishing the Chino Basin Watermaster. This Judgment adjudicated all groundwater rights in Chino Basin and contains a physical solution to meet the requirements of water users having rights in or dependent upon the Chino

Basin. The Judgment also appointed the Watermaster to account for and implement the management of the Chino Basin. The Judgment declared that the initial operating safe yield of the Chino Basin is 145,000 AFY. The Basin is managed through implementation of the Chino Optimum Basin Management Plan. Per the Judgment, WVWD owns rights to approximately 900 AFY of extraction rights. Extractions above that amount must be replenished with SWP water through a program with the Chino Basin Watermaster.

Due to water quality constraints, WVWD does not currently use their rights within the Chino Basin. WVWD is looking at options to utilize these rights, including nitrate treatment and delivery through interties with other agencies. By 2030, WVWD may use this supply directly.

WVWD's historical groundwater production for 2016 through 2023 is shown in Table 5-2.

**Table 5-2. Historical Groundwater Production, AFY**

<b>Groundwater Basin</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Bunker Hill</b>	5,452	5,640	5,777	4,508	5,549	6,227	6,605	5,608
<b>Lytle Creek</b>	1,850	2,365	2,416	2,572	3,078	3,763	5,996	4,287
<b>Chino</b>	-	-	-	-	-	-	-	-
<b>Rialto-Colton</b>	2,123	3,923	3,353	2,779	1,420	4,041	3,173	3,631
<b>Riverside-Arlington</b>	2,745	1,089	1,542	1,301	1,354	1,152	1,284	827
<b>Total</b>	<b>12,170</b>	<b>13,017</b>	<b>13,088</b>	<b>11,160</b>	<b>11,401</b>	<b>13,403</b>	<b>17,058</b>	<b>14,353</b>

### 5.1.3 Surface Water

WVWD utilizes local surface water from the east side of the San Gabriel Mountains, including North Fork Lytle Creek, Middle Fork Lytle Creek, and South Fork Lytle Creek. WVWD has the right to divert, and export out of the Lytle Creek Region, 2,290 gallons per minute (gpm) when it is available. WVWD can also purchase an additional 1,350 gpm of Lytle Creek flows through an agreement with the City of San Bernardino (San Bernardino is not able to utilize their surface water flows), which is treated at the Oliver P. Roemer WFF. WVWD also utilizes Lytle Creek surface water flows for groundwater recharge in the Lytle Creek Basin.

When the flows at the mouth of Lytle Creek Canyon drop below 7,182 gpm (798 miners inches), all diversion rights holders must reduce their diversions to a prorated schedule set in the 1897 McKinley Decree entered in Los Angeles Superior Court Case No. 20,790. If WVWD is not receiving its full Lytle Creek surface water allotment, they are permitted to make up the difference by additional pumping in the Lytle Creek Region. WVWD's historical surface water production is shown in Table 5-3.



**Table 5-3. Historic Surface Water Supply, AFY**

Surface Water Supply	2016	2017	2018	2019	2020	2021	2022	2023
<b>Lytle Creek</b>	2,026	4,540	3,748	4,023	5,356	3,442	4,098	6,473

## 5.2 Transfer Opportunities

WVWD currently has interconnections with the Fontana Water Company, Marygold Mutual Water Company, San Bernardino Valley, and the Cities of Rialto, Colton and San Bernardino which can be utilized as needed for short-term supply needs. These connections are not typically used for extended periods.

## 5.3 Future Water Projects

To meet future demands within the system, WVWD plans to rehabilitate existing wells, to drill new wells, and equip wells with wellhead treatment if required. These wells are planned for various groundwater basins and pressure zones within the distribution system. WVWD is expanding the Oliver P. Roemer Water Filtration Facility by 7.2 MGD for a total capacity of 21.6 MGD to allow additional treatment of SWP water, when available. When planning future water supply sources, WVWD selects projects that will provide sufficient supply to meet peak day demands. When possible, these sources are planned by pressure zone, thereby reducing the need to lift water to a higher zone.

As development progresses and increased demands are placed on the system, WVWD will determine which projects to implement. Although WVWD may not need to utilize each source to its full potential, construction of these water supply projects gives WVWD this option should one or more sources be off-line due to maintenance.

As part of the Rialto Basin GC, WVWD plans to collaborate with the other parties to implement groundwater recharge in the Rialto Basin to increase water levels. Increased water levels will result in an increase in WVWD's allowable pumping from the Rialto Basin, thereby increasing supply. The Rialto Basin GC will be developing a groundwater management plan that will identify recharge goals and projects, and the potential supply increase is not yet quantified.

## 5.4 Recycled Water

The wastewater collected within different portions of WVWD's service area is treated by the City of Rialto, the City of Colton, San Bernardino County, or the Inland Empire Utilities Agency. In 2012, WVWD prepared a master plan to evaluate potential uses of recycled water within its service area. WVWD does not currently have a recycled water distribution system and is not pursuing recycled water use at this time because it is not cost effective to extend facilities from the wastewater treatment plants to the locations of potential use.

## 5.5 Water Supply Summary

WVWD's historical water supplies are summarized in Table 5-4.

**Table 5-4. Summary of WVWD's Water Supplies, AFY**

Water Supply	Additional Detail on Water Supply	2016	2017	2018	2019	2020	2021	2022	2023
<b>Groundwater</b>	Lytle Creek	1,850	2,365	2,416	2,572	3,078	3,763	5,996	4,287
	Riverside North	2,745	1,089	1,542	1,301	1,354	1,152	1,284	827
	Rialto-Colton	2,123	3,923	3,353	2,779	1,420	4,041	3173	3,631
	Bunker Hill	1,351	2,300	2,002	891	1,933	1,650	1,854	1,842
	Chino	0	0	0	0	0	0	0	0
<b>Purchased or Imported Water</b>	SWP Water	2,839	2,653	4,042	3,649	3,342	4,979	2,399	1,187
	Baseline Feeder	3,380	3,151	3,701	3,512	3,616	2,797	4,750	3,766
<b>Surface Water</b>	Lytle Creek	2,026	4,540	3,748	4,023	5,356	3,442	4,098	6,473
<b>Total</b>		<b>16,314</b>	<b>20,021</b>	<b>20,804</b>	<b>18,727</b>	<b>20,098</b>	<b>21,824</b>	<b>23,556</b>	<b>22,013</b>

WVWD plans to utilize a greater amount from each of its supply sources, up to the legal rights and availability. WVWD's available supplies for future years are summarized in Table 5-5. These quantities are established in the 2020 IRUWMP.

**Table 5-5 Current and Projected Supplies, AFY**

Water Supply	Additional Detail on Water Supply	2025	2030	2035	2040	2045
<b>Groundwater</b>	Bunker Hill (part of SBB)	2,052	2,353	3,554	4,754	6,455
	Bunker Hill (part of SBB, via Baseline Feeder)	5,000	5,000	5,000	5,000	5,000
	Lytle Creek (part of SBB)	2,900	2,900	2,900	2,900	2,900
	Rialto-Colton	4,426	4,538	4,650	4,761	4,873
	Riverside-Arlington	2,500	3,000	3,500	4,000	4,000
	Chino	-	900	900	900	900
<b>Purchased or Imported Water</b>	SWP – Rialto Colton Groundwater Supplemental Supply	-	-	-	-	-
	SWP - Direct Delivery	7,000	7,000	7,000	7,000	7,000
<b>Surface Water</b>	Lytle Creek	3,100	3,100	3,100	3,100	3,100
<b>Total</b>		<b>26,978</b>	<b>28,791</b>	<b>30,603</b>	<b>32,415</b>	<b>34,229</b>

## 5.6 Water Supply Reliability

WVWD performed a water service reliability assessment as part of the 2020 IRUWMP and assumed that demands could increase as much as 10% in single and consecutive dry year conditions. Although water use may decrease in later years of a multiple year drought, the reliability assessment assumed a 10% increase to be conservative.

San Bernardino Valley has been conducting groundwater recharge activities in the SBB since 1972 and participates in conjunctive use programs to store water in local groundwater basins during wet years for use in dry years. It is estimated that San Bernardino Valley and its agencies will benefit by increasing water levels, reducing pumping costs, and obtaining up to 88,500 AF of storage and up to 29,500 AF of dry year yield. Various planned groundwater recharge projects are outlined in the 2020 IRUWMP to help increase supply resiliency.

The effects of a local drought are not immediately recognized since the region uses the local groundwater basins to simulate a large reservoir for long term storage. While pumping rights from the Rialto Basin and available surface water may be reduced in dry years, WVWD is able to pump additional groundwater from Bunker Hill, Lytle, and Riverside North to meet total

demands in dry years and participates in efforts to replenish the basins with imported and local water through regional recharge programs. WVWD's total groundwater supplies are not reduced in dry years, so 2020 was considered the base year in the reliability analysis. Based on the analysis, WVWD does not anticipate any shortage due to single or consecutive dry years but participates in ongoing water conservation measures and regional recharge projects to optimize and enhance the use and reliability of regional resources. WVWD also has a water shortage contingency plan (WSCP) to put into action as appropriate to reduce the demand during critical drought years or other supply emergencies. WVWD's water shortage contingency plan is available in Part 4 of the 2020 IRUWMP and accessible at <https://www.sbvwmwd.com/reports/-/folder-1120>. The WSCP may be updated and adopted by WVWD staff as needed.

## 6.0 Water Supply and Demand Analysis

As noted in the previous section, WVWD has estimated that demands could increase by 10 percent during a single dry year in the reliability analysis conducted in the 2020 IRUWMP. During a multiple dry year period, it was assumed that demand could continue to exhibit the 10 percent increase as the most conservative estimate. It is expected that conservation messaging and restrictions would help reduce overall consumption.

Including 2020 IRUWMP, Net Project, and other WSA demands, Table 6-1 presents a comparison of supply and demand projections in a normal year, Table 6-2 presents a comparison of supply and demand projections in a single dry year, and Table 6-3 presents a comparison of supply and demand projections for multiple dry years. Demands shown here differ from the demands provided in the 2020 IRUWMP because they include the net increase in industrial demand required to serve the Project (68 AFY) and the additional demands identified in WSAs developed subsequent to the 2020 IRUWMP.

**Table 6-1. Normal Year Supply and Demand Comparison, AFY**

<b>Totals</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>	<b>2045</b>
<b>Supply Totals</b>	26,978	28,791	30,603	32,415	34,229
<b>Demand Totals</b>	23,764	25,459	27,035	28,612	30,188
<b>Difference</b>	3,214	3,332	3,568	3,803	4,041

*Notes: Supply information provided in the 2020 IRUWMP Table 10-12. Demand totals updated to reflect addition of net Project demand and additional demands identified in WSAs developed subsequent to the 2020 IRUWMP including the Bloomington Business Park (236 AFY) and Pepper Commerce Center (119 AFY).*

**Table 6-2. Single Dry Year Supply and Demand Comparison, AFY**

<b>Totals</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>	<b>2045</b>
<b>Supply Totals</b>	29,676	31,670	33,663	35,657	37,651
<b>Demand Totals</b>	26,110	27,963	29,697	31,430	33,164
<b>Difference</b>	3,566	3,707	3,966	4,227	4,487

*Notes: Supply information provided in the 2020 IRUWMP Table 10-12. Demand totals updated to reflect addition of net Project demand and additional demands identified in WSAs developed subsequent to the 2020 IRUWMP including the Bloomington Business Park (236 AFY) and Pepper Commerce Center (119 AFY). WVWD's demands in single dry years are assumed to increase by 10% above normal year demands.*

**Table 6-3. Multiple Dry Year Supply and Demand Comparison, AFY**

<b>Year</b>	<b>Totals</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>	<b>2045</b>
<b>First Year</b>	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	<b>Difference</b>	<b>3,803</b>	<b>3,707</b>	<b>3,966</b>	<b>4,227</b>	<b>4,487</b>
<b>Second Year</b>	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	<b>Difference</b>	<b>3,803</b>	<b>3,707</b>	<b>3,966</b>	<b>4,227</b>	<b>4,487</b>
<b>Third Year</b>	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	<b>Difference</b>	<b>3,803</b>	<b>3,707</b>	<b>3,966</b>	<b>4,227</b>	<b>4,487</b>
<b>Fourth Year</b>	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	<b>Difference</b>	<b>3,803</b>	<b>3,707</b>	<b>3,966</b>	<b>4,227</b>	<b>4,487</b>
<b>Fifth Year</b>	Supply Totals	29,676	31,670	33,663	35,657	37,651
	Demand Totals	25,873	27,963	29,697	31,430	33,164
	<b>Difference</b>	<b>3,803</b>	<b>3,707</b>	<b>3,966</b>	<b>4,227</b>	<b>4,487</b>

*Notes: Supply information provided in the 2020 IRUWMP Table 10-12. Demand totals updated to reflect addition of net Project demand and additional demands identified in WSAs developed subsequent to the 2020 IRUWMP including the Bloomington Business Park (236 AFY) and Pepper Commerce Center (119 AFY). WVWD's demands in dry years are assumed to increase by 10% above normal year demands.*

## 7.0 Determination of Water Supply Sufficiency

According to the 2020 IRUWMP, WVWD has adequate supplies to meet their customer demands and replacement water needs during average, single dry, and multiple dry years throughout the planning period. Even with the addition of the net Project demands, and project demands of two other completed WSAs, to the projected demands established in the 2020 IRUWMP, WVWD anticipates sufficient supply to serve the Project with additional surplus supply for as-needed use. It is concluded that WVWD has adequate supplies to meet demands during average, single dry, and multiple dry years throughout the planning period. Should this Project be completed prior to its planned year (2025), the conclusions of this WSA are not expected to change.

WVWD is committed to minimizing the need to import water from other regions. WVWD will continue aggressive water conservation efforts to implement various Demand Management Measures, helping to reduce the need for imported water.

### 7.1 Conditions of Approval

This assessment of reliable water supply is conditioned on the following items:

**ITEM 1:** The property owner will install water efficient devices and landscaping according to the California Green Building Code (CalGreen) as enforced by San Bernardino County and applicable requirements of the WVWD's water use efficiency ordinance(s), local, and state ordinances, if any, at the time of building permit issuance to reduce this Project's demand on WVWD water supplies.

**ITEM 2(a):** The Developer will be required to apply for and submit a plan check for the installation of all new water services associated with the development of this Project.

**ITEM 2(b):** The project shall install its water connections off the District's Zone 6, 12-inch water main along Locust Ave. Should the project require a second point of connection, it may utilize the 10-inch water main along Lowell St.

**ITEM 2(c):** All water improvements proposed for installation must be installed by one of the District's preapproved contractors. All development fees and deposits must be paid prior to construction of any water facilities.

**ITEM 2(d):** The Developer shall adhere to the most recent District's "Standards for Domestic Water Facilities" and "Water Service Rules and Regulations" and any amendments.

**ITEM 3:** This WSA will be reviewed every three (3) years from the WVWD Board approval date shown on the cover of this WSA until the Project begins construction. The property owner shall notify WVWD when construction has begun. The review will ensure that the information

included in this WSA remains accurate and no substantial changes to the Project or WVWD's water supply have occurred. If the property owner has not contacted WVWD within three (3) years of the WVWD Board approval date shown on the cover of this WSA, it will be assumed that the proposed Project no longer requires the estimated water demand calculated, the demand for this Project will not be considered in assessments for future projects, and the assessment provided by this document will become invalid.

**ITEM 4(a):** Based on present information, WVWD has determined that it will be able to provide adequate water supplies to meet the potable water demand for this Project in addition to existing and future uses. WVWD reserves the right to revisit this WSA in the event that the Project's actual water demand is greater than the Project's estimated demand reported in this WSA or if a substantial change in the scope of the Project occurs.

**ITEM 4(b):** This WSA is not a commitment to serve the Project, but a review of WVWD's supplies based on present information available.



## References

AKEL Engineering Group, Inc. (July 2020). *2020 Water Facilities Master Plan*. Rialto: West Valley Water District.

Robert Bein, William Frost & Associates. (1997). *Rialto Airport Specific Plan*. Rialto.

Water Systems Consulting, Inc. and Woodard & Curran. (June 2021). *Upper Santa Ana River Watershed 2020 Integrated Regional Urban Water Management Plan*.

Western Municipal Water District. (2024). *Annual Report of the Western-San Bernadino Watermaster*. Western Municipal Water District.

# Appendix A    Lytle Creek Judgement & Surface Water Purchase Agreement

**Copy**  
**OF**  
**Certified Copy**

**OF**  
**JUDGMENT**

Rendered in the Superior Court of San Bernardino  
County, California, on January 28th, 1924,  
in Action No. 17030 and Entitled:

**"City of San Bernardino vs. Fontana  
Water Co. et al."**

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Recorded in Book 829, Page 293 of Deeds, San  
Bernardino County Records

## Judgment

*In the Superior Court of the State of California  
in and for the County of San Bernardino*

CITY OF SAN BERNARDINO,  
a municipal corporation,

*Plaintiff.*

vs.

FONTANA WATER COMPANY, a corporation,  
FONTANA UNION WATER COMPANY, a corporation,  
FONTANA POWER COMPANY, a corporation,  
FONTANA FARMS COMPANY, a corporation,  
FONTANA COMPANY, a corporation,  
LYTLE CREEK WATER AND IMPROVEMENT COMPANY, a corporation,  
CITIZENS LAND AND WATER COMPANY OF BLOOMINGTON, a corporation,  
RIVERSIDE HIGHLAND WATER COMPANY, a corporation,  
RANCHERIA WATER COMPANY, a corporation,  
MUTUAL LAND AND WATER COMPANY OF RIALTO, a corporation,  
TERRACE WATER COMPANY, a corporation,  
THE GAGE CANAL COMPANY, a corporation,  
RIVERSIDE TRUST COMPANY, LIMITED, a corporation, RIVERSIDE

No.  
17030

ORANGE COMPANY, LIMITED, a corporation, CITY OF COLTON, a municipal corporation, GATE CITY ICE AND PRE-COOLING COMPANY, a corporation, COLTON CITY WATER COMPANY, a corporation, MEEKS AND DALEY WATER COMPANY, a corporation, FONTANA LAND COMPANY, a corporation, JOHN-HUB WATER COMPANY, a corporation, FONTANA DEVELOPMENT COMPANY, a corporation, NORTH COLTON WATER COMPANY, a corporation, LAWSON WELL COMPANY, a corporation, ALTA VISTA WATER COMPANY, a corporation, CLARA VISTA WATER COMPANY, a corporation, ORCHARD MUTUAL WATER COMPANY, a corporation, EAST RIVERSIDE WATER COMPANY, a corporation, JAMES BARNHILL, JOHN DOE, RICHARD ROE, SAM BLACK, JOE WHITE, SAM WHITE, CHARLES WHITE, TOM BROWN, SARAH BROWN, CHARLES BROWN, MARY BROWN, CHARLES LOW and JOHN LOW, and RIALTO DOMESTIC WATER COMPANY, a corporation,

*Defendants.*

WHEREAS there has been filed in this action a stipulation for judgment, duly executed by and on the part of the plaintiff above named and by and on the part of each and all of the following named defendants in this action, to-wit: Fontana Water Company, a corporation;

Fontana Union Water Company, a corporation; Fontana Power Company, a corporation, Fontana Farms Company, a corporation; Fontana Land Company, a corporation, Lytle Creek Water and Improvement Company, a corporation; Citizens Land and Water Company of Bloomington, a corporation; Riverside Highland Water Company, a corporation; Rancheria Water Company, a corporation; Mutual Land and Water Company of Rialto, a corporation; Terrace Water Company, a corporation; City of Colton, a municipal corporation; Rialto Domestic Water Company, a corporation; and James Barnhill (said Barnhill being erroneously sued herein, under the name of "W. W. Barnhill"),

NOW THEREFORE, by reason of said stipulation, and pursuant to the terms and provisions thereof,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court as follows:

I.

This action is hereby dismissed as to each and all of the defendants, other than those above named as parties to said stipulation; and each and all cross-complaints or cross-actions, filed or pending by or between any of the parties to said stipulation, above named are dismissed.

II.

As between the plaintiff and each and all of the defendants, above named, as parties to said stipulation, and as to each and all of said defendants as between themselves, excepting as set forth in Paragraph XXI hereof, it is further

ADJUDGED AND DECREED, as follows:

## III.

That an inch of water, as the term is used herein, shall mean such quantity of water, in continuous flow, as will supply one-fiftieth part of a cubic foot of water per second of time.

## IV.

That from time immemorial, there has flowed, and now flows, in Lytle Creek Canyon, in San Bernardino County, California, a natural stream, known as "Lytle Creek," and there exists below the mouth of said canyon, a certain pressure pipe line, belonging to said Power Company, and the cement intake diverting water into said pipe line, is situate on the west side of said stream, very near the mouth of said canyon, and at a distance of about 1662 feet north of a point in the north boundary of the Muscupiabe Rancho, between stations 48 and 49 thereof, where said boundary intersects the center line of Riverside Avenue, as delineated on the map showing subdivision of the lands of the Semi-Tropic Land and Water Company, (said location of said intake having been sometimes heretofore erroneously designated in the pleadings herein and elsewhere, as being about 2375 feet north of said point of intersection), said Map being recorded in the office of the County Recorder of said County, in Book 6 of Maps, page 12 thereof; and said Power Company, for more than five years last past, has been and now is diverting from said creek, at said intake, by means of said pipe line, the waters of said Creek, flowing at said intake not exceeding 3000 inches, and is conducting said waters to the power house of said Power Company, situated on Farm Lot 66, designated on said Map, which waters,

upon being discharged from said Power House, belong to and are distributed to sundry parties, for their use, in proportion to their rights and interests therein.

V.

That in the San Bernardino Valley in said County, there exists, and lies below, and to the southeast of the mouth of said canyon, an area of land herein designated as "Lytle Creek Region" which, for the purposes of this decree, is defined and described as follows:

Commencing at a point in the center line of Mill Street, in the City of San Bernardino, in said County, situate 300 feet east of the center line of Mt. Vernon Avenue; thence north 400 feet; thence west to the center line of Mt. Vernon Avenue; thence running north along the center line of Mt. Vernon Avenue, to the intersection thereof with the center line of Fourth Street, (said street being identical with Foothill Boulevard); thence running west along the center line of Fourth Street, to a point where the center line of Fourth Street would intersect the center line of Muscott Avenue, if said Avenue were extended south; thence running north to the point of intersection of center line of Muscott Avenue with center line of Base Line; thence running west along center line of Base Line, to the southeast corner of Section 31, Township 1 North, Range 4 West, S. B. B. & M.; thence running north to the southwesterly boundary of the right of way of Atchison, Topeka and Santa Fe Railway Company (on which right of way are located the main railroad tracks of said Railroad Company, running from said City, through Cajon Pass); thence following along said southwesterly boundary of said right of way, to the point of intersection thereof, with the State Highway



at Verdemont; thence following said Highway to the point of intersection thereof, with the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence running west, along the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian, to the northwest corner of said last mentioned township; thence running southeasterly to a point situate five feet east of the most easterly point of said intake of said pipe line of said Power Company, thence running southeasterly and following upon and along a line parallel with the east side of that certain cement canal, formerly known as the "Semi-Tropic Canal" (the intake of which canal is identical with said intake of said pipe line), and at all points five feet distant in a northeasterly direction from the east side of said Canal, to a point where said line would intersect the northwesterly line of Farm Lot 68, designated on said Map, if said northwesterly line of said Lot were projected southwest; thence along said northwesterly line of said Lot, to the foot of the ridge or bluff known as the "Rialto Bench," thence running southeasterly along the foot of said bluff, to a point where the foot of said bluff intersects the center line of said Mill Street; running thence east, along the center line of Mill Street, to the place of beginning.

## VI.

That whenever there shall be discharge from said Power House, surplus water in excess of the quantity at the time required to satisfy the domestic and irrigation needs of the respective parties, entitled to receive and use water discharged from said Power House, all of such surplus water, so discharged, shall be used for

replenishing the underground water sources of said Lytle Creek Region, and to that end, shall be delivered by said Power Company, to and upon the wash of said Lytle Creek, by a cement conduit, at the highest point on the westerly margin of said wash, to which such water can reasonably be conducted by gravity flow from said Power House. Such replenishment work, as to the water so delivered upon said wash, shall be performed under the supervision and direction of the Committee hereinafter mentioned.

#### VII.

That all water flowing at said intake of said pipe line of said Power Company, between the 15th day of December, and the 15th day of the next succeeding month of April, of each year hereafter elapsing, shall be diverted and applied in the manner and in accordance with the priorities hereinafter set forth, to-wit:

First: To supply to said pipe line 2000 inches of water, or such larger quantity as may, at the time, be required and taken for immediate use for irrigation or domestic purposes, by the parties entitled to receive and use water discharged from said Power House, not exceeding the extent of their respective rights to such water.

Second: To supply additional water to said pipe line, to the extent of an aggregate amount of 3000 inches, (inclusive of the water specified in the next preceding subdivision "First"), except and provided that all or any part of such additional water shall be allowed to flow past said intake, into the wash or channel of said creek, for replenishing the underground water of said

Region, whenever so requested in writing by the said Improvement Company, except during periods:

(a) When the quantity of water flowing in said creek at said intake, exceeds 4000 inches, in which event such excess water may be diverted through said pipe line, until the total quantity of water, diverted there-through, amounts to 2500 inches, or

(b) When the quantity of water, flowing in said creek, at said intake exceeds 5000 inches, in which event, such excess water may be diverted through said pipe line, until the total quantity of water, diverted therethrough, amounts to 3000 inches.

Third: All water, so permitted to pass said intake, shall be used, as far as reasonably practicable, for replenishing the underground water contained in the entire area of the Lytle Creek Wash, situate below said intake, provided that at all times, so far as is reasonably practicable, the upper portion of said wash shall be so replenished with water until no more water can be sunk therein, before such replenishment is performed on the portion of said wash lying south of Highland Avenue, or lying east of the west boundary of the lands in said Region now owned by the Muscoy Water Company.

Fourth: If, at the end of five years, from date hereof, said Improvement Company or their successors in interest, decide that the water producing capacity of wells, situate south of an east and west line drawn through said Power House, and north of said Highland Avenue, would be benefited and increased by conducting at said intake, into said pipe line, a quantity of water not exceeding 3000 inches, then and in that event, all of the water flowing at said intake, shall at all times

thereafter, be turned into said pipe line, to the extent of said 3000 inches, instead of permitting a portion of such waters to flow past said intake, as aforesaid, and at said Power House, all surplus water, in excess of the quantity at the time required to meet the then requirements of the respective parties, entitled to receive and use water discharged from said Power House, shall be used in accordance with, and be subject to the provisions of Paragraph VI hereof.

#### VII-a

That no water shall ever be conducted by any party hereto, from that certain tract of land, situated in said San Bernardino County, described as follows:

Beginning at a point on the center line of hereinbefore mentioned Muscott Avenue, said point being situate one-half mile north of said Base Line; running thence south to the center line of said Fourth Street; running thence west, along said center line of Fourth Street, to the point of intersection thereof with the center line of the right of way, for electrical transmission line, of Southern Sierras Power Company; running thence northwesterly along said center line of said right of way, to a point where said center line of said right of way would intersect a line drawn due west from said point of beginning; thence running east to said point of beginning.

#### VIII.

That in order to conserve, in the most economical and effectual method, all waters which, under the provisions hereof, are from time to time to be used for replenishing the underground water sources of said Region, and also, for further replenishing the underground water

supply of said Region, to conserve, so far as may be reasonably practicable, the surplus, or flood waters, of streams or canyons tributary to said Region, a committee of five persons shall annually be appointed in the month of September of each year, which committee shall have full charge and direction of such water conservation work, and of all expenditures relating thereto, provided that, in case of disagreement or difference of opinion, the power of such committee shall be exercised by concurrence of a majority of its members. One of the members of said committee shall be so appointed by said Improvement Company; one by said Citizens Company; one by said Union Water Company, one by said Mutual Company, Rancheria Water Company, Riverside Company and said City of San Bernardino; and one by said Terrace Water Company, James Barnhill and City of Colton, and each of said members shall serve for one year, and until his successor is appointed and no member of said committee shall receive any compensation for serving thereon. Vacancies on said committee shall also be filled by appointment, to be made in like manner as aforesaid, by the party or parties which made the appointment of the member whose place so becomes vacant, and any person appointed to fill such vacancies shall fill out the unexpired term of his predecessor. Subject to the provisions hereof, said committee is hereby authorized to, from time to time, install any water conservation works, including the construction of dams, ditches, cuts, obstructions, and shafts on land in said Lytle Creek Wash, lying north of Fourth Street, (said street being identical with Foothill Boulevard) and also in and along any canyon, the waters of which are tributary to said Region, and take all other steps,

as in its uncontrolled discretion may be deemed expedient, in order to accomplish the underground conservation of such waters, provided that nothing herein shall be construed as authorizing said committee to trespass upon the property or rights of any party or to do any act that would infringe upon or impair or interfere with the right of any party to the use of any water to which such party shall be entitled. The expense of installing such system and maintaining the same, and carrying on said work of water conservation, shall be borne and paid, subject to the provisions hereof, by the Fontana Companies, Citizens Company, Riverside Company, Improvement Company, Mutual Company, Rancheria Water Company, Rialto Domestic Water Company, City of Colton, City of San Bernardino, Terrace Water Company, and James Barnhill, in the same proportions that the maximum quantity of water which each of said eleven parties (or group of parties), is allotted hereunder, the right to pump from said Region, bears to the aggregate maximum quantity of water which all of said parties are allotted hereunder the right to pump from said Region, provided that in the event of any other person or corporation joining in said conservation work, and paying a proportion of the expense thereof, the proportions of said expense to be borne by said parties, as hereinbefore set forth, shall be correspondingly and equitably reduced. Said committee, in the month of October of each year, and from time to time thereafter, as they may deem proper, shall make an estimate of the amount of money at the time required to be paid to said committee by said eleven parties hereto above named, in order to meet the expense for conservation work as aforesaid, at the

time being undertaken, or in contemplation by said committee.

Said committee shall thereupon present to each of said eleven parties, a bill for the proportionate amount so to be paid by such party, and if any party shall fail to pay such bill, within thirty days after it shall be so presented to such party, then said committee may bring, and it shall be its duty to bring, suit against such party for the amount of such bill, together with costs, including a reasonable attorneys' fee to be fixed by the court in which such suit shall be brought.

Any and all lands, owned by any of said specified parties who are to bear the expense of said conservation work as aforesaid, situate in said Lytle Creek Region, and lying north of said "Fourth Street," and not suitable for the growing of crops thereon, may be used at any and all times for spreading water thereon, and sinking and conserving water therein, by means of dams, obstructions, ditches, cuts and shafts, or by taking such other steps as may be deemed expedient by said committee, provided however, that such water conservation work shall not be done in such a manner as to injure or interfere with the use of any pumping plant, structure or other improvement, situate on any land where such work is performed.

#### IX.

That the maximum quantity of water which said plaintiff, City of San Bernardino, shall be, and is entitled to take from said Region, and use beyond the confines thereof, is such quantity of water, which when added to the water said plaintiff is entitled to have delivered to it, from said Lytle Creek, will amount in the

aggregate, (inclusive of said Lytle Creek Water) to 325 inches of water, and said plaintiff shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 325 inches. Of said quantity of water, 225 inches and no more may be pumped or diverted from that certain tract of land in said Region, comprising 10.09 acres, and forming a part of tract known as the "McKenzie Tract" (said tract of 10.09 acres being more particularly described in that certain deed running from William L. McKenzie, and others, to said plaintiff, and recorded in Book 109 of Deeds, at page 303 thereof, in the office of the County Recorder of said San Bernardino County), and none of said 225 inches shall ever be diverted by plaintiff from any other portion of said Region.

Said plaintiff is also the owner of the right to take, divert and use water from that portion of the San Bernardino Valley, lying east of the easterly boundary line of said Lytle Creek Region and east of a line beginning at the point of intersection of the State Highway with the south boundary line of Section 34, Township 2 North, Range 5 West, S. B. B. & M., and running thence to the northwest corner of said Section 34, and north of the center line of Mill Street, extended east to Sterling Avenue, and from streams tributary to said portion of said valley, situate in said portion of said valley, either from the surface flow of such streams, or from wells bored or to be bored in said portion of said valley, to such extent as may be reasonably necessary to supply the needs of said city and its inhabitants with water for supplying needs and purposes within said City. The right of said plaintiff to take water from the surface flow of Lytle Creek, to the extent of 100 inches, shall



not be affected or diminished by any claims of the Fontana Companies, or any of them to salvage water, by reason of any water of Lytle Creek being conducted or conveyed in or through pipe lines, or conduits of any kind.

X.

That, subject to the provisions of this paragraph, the maximum quantity of water which said Rialto Domestic Water Company shall be, and is entitled to take from said Region and use beyond the confines thereof, is such quantity of water which, when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water) to 143.22 inches of water, and said Company shall not be entitled to divert, at any time from said Region, an amount of water in excess of said quantity hereinbefore in this paragraph specified. Of said quantity of water, 100 inches and no more may be pumped from said Region by said Company, provided that:

(a) None of said 100 inches of water shall be taken from any well or water development situate south of a line located parallel to, and situate three-fourths of a mile north of, Highland Avenue.

(b) The right of said Company to so pump and take said one hundred inches of water, shall be exercised only to such extent as shall be necessary to supply the City of Rialto, and the inhabitants thereof, with water for municipal and domestic uses and purposes, and for the irrigation of flowers, trees and lawns, within said City, and then only during such times as the 43.22 inches of water (now supplied by said Company to the

inhabitants of said City) is inadequate, or unsuitable for such purposes or uses.

(c) None of said 100 inches of water shall, at any time, be used outside of the now, or hereafter existing corporate limits of said City of Rialto, except to the extent that said 43.22 inches is now being used outside said City.

(d) Nothing in this Paragraph X contained shall be construed as vesting in said Company the right to take any portion of said 100 inches of water from any well or water development, without the consent of the owner of the land on which such well or water development is situated.

(e) The right to pump and take said 100 inches of water from said region shall be exercised only in the event such right shall be transferred to the City of Rialto.

(f) The water derived from said 100 inches water right, other than water supplied for fire hydrants, sewers, stores and buildings, not used for dwellings, shall not be furnished to the inhabitants of said City of Rialto, except through meters and when charged for at meter rates.

## XI.

That the maximum quantity of water which said Improvement Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is, such quantity of water, which when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water), to 1026.23 inches, and said Improvement Company shall not be en-

titled to divert at any time, from said Region, an amount of water in excess of said quantity in this paragraph hereinbefore specified. 'Of said quantity of water, only 700 inches may be pumped and diverted from said Region, by said Improvement Company, except during such periods when the quantity of water said Company is deriving from said Lytle Creek, is temporarily reduced to a quantity of less than 326.23 inches, during which periods additional water may be pumped and diverted from said Region by said Company, but only to an extent sufficient to supply such deficiency of said Lytle Creek Water, and only so long as such deficiency continues. Said pumping of said 700 inches of water by said Improvement Company shall be confined to the Ferguson Ranch, (said Ranch being the real property described in that certain deed, dated November 20th, 1908, and executed by Fontana Development Company, and recorded in the office of the County Recorder of said San Bernardino County, in Book 429 of Deeds, page 103 thereof), and said Company is not entitled to pump any water from any other part of said Region.

## XII.

That the maximum quantity of water, which said Mutual Company shall be, and is entitled to take and conduct from said Region, and use beyond the confines thereof, is 125 inches of water, and said Mutual Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 125 inches, all of which said quantity of water may be pumped by said Company from said Region, but all of said water shall be taken from wells, or water de-

velopments situate south of Highland Avenue, and north of Base Line.

### XIII.

That the maximum quantity of water which said Riverside Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 450 inches of water, and said Riverside Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 450 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments situate south of Highland Avenue, and north of Base Line.

### XIV.

That the maximum quantity of water which said Rancheria Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 120 inches of water, and said Company shall not be entitled to divert at any time from said Region, an amount of water in excess of 120 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments, situate south of Highland Avenue, and north of said Fourth Street.

### XV.

That the maximum quantity of water which said Citizens Company shall be, and is entitled to take from

said Region, and use beyond the confines thereof, is 1300 inches of water, and said Citizens Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 1300 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, provided that:

(a) No more than 200 inches shall ever be diverted or pumped by said Citizens Company, from that part of said Ferguson Ranch specified in that certain deed, executed by the Semi-Tropic Land and Water Company, to the Rialto Irrigation District, and recorded in the office of the County Recorder of said San Bernardino County, in Book 187 of Deeds, at page 213 thereof, and

(b) No more than 585 inches shall ever be diverted from said Region by said Citizens Company, from the northeast quarter of Section 36, Township 1 North, Range 5 West, S. B. B. & M., and

(c) No more than 150 inches shall ever be diverted or pumped by said Citizens Company, from that certain tract of land, situate in said Region, described as follows, to-wit:

Commencing at a point on the Base Line two thousand and fifty feet east of the southwest corner of Township 1 North, Range 4 West, San Bernardino Base and Meridian, and running thence due east 250 feet; thence north 14 degrees west, 344 feet; thence north 24 degrees 10 minutes West, 839.7 feet; thence north 39 degrees, 56 minutes west, 1096 feet; thence due west 674 feet; thence south 8 degrees, 20 minutes east, 500 feet; thence south 34 degrees, 15 minutes east, 1119 feet; thence south 58 degrees, 35 minutes east, 998-7/10 feet, to the place of beginning.

(d) None of the remaining quantity of said 1300 inches of water shall ever be diverted or pumped by said Citizens Company, from any lands in said Region, lying to the north of Base Line, but nothing herein contained shall be construed as obligating said Citizens Company, to divert any specific quantity of water from lands lying north of Base Line, to the end that any quantity of water may be diverted by said Company, from lands in said Region lying south of Base Line, so long as such quantity, when added to the quantity of water which said Company may be then contemporaneously taking from said Region, from lands north of Base Line, shall not exceed in the aggregate, said maximum quantity of 1300 inches of water; provided however, that in the event of said Company diverting at any time from said Region, a total quantity of water, exceeding 1100 inches, then all of such excess water shall be taken by said Company from lands in said Region lying south of a line drawn parallel to, and situate 2500 feet south of Base Line.

(e) Said Citizens Company shall never be entitled to divert any water from that certain tract of land situate in said Region, and described as follows:

Beginning at the southeast corner of the northeast quarter of the northeast quarter of Section 36, Township 1 North, Range 5 West, San Bernardino Base and Meridian; running thence west, 11.89 chains to a post, thence north 3 degrees 10 minutes west, 20 chains to a post on the north line of said Section, thence east 1 chain, thence south 32 degrees east, 8.32 chains to a post; thence south 2 degrees west, 2.06 chains to a post; thence south 54 degrees east, 4.59 chains to a post; thence south 83 degrees east, 4.40 chains to the east line

of said Section, thence south 8.48 chains to the place of beginning.

XVI. ,

The maximum quantity of water which James Barnhill (sued herein under the erroneous name of "W. W. Barnhill"), shall be, and is entitled to take from said Region, and use beyond the confines thereof, is seventy-five inches of water and said Barnhill shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 75 inches, all of which said quantity of water may be pumped by him from said Region, but all of said water shall be taken from wells, or water developments, situate south of the existing right of way of Atchison, Topeka and Santa Fe Railway Company (on which said right of way are located the railroad tracts extending from said City of San Bernardino, to the City of Rialto), and north of said Mill Street.

XVII.

That the maximum quantity of water, which said Terrace Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 150 inches of water, and said Terrace Water Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 150 inches, but all of said water shall be taken from wells or water developments, situate south of said right of way of said Railway Company mentioned in the next preceding paragraph hereof, and north of said Mill Street. All of said water may be pumped.

XVIII.

That the maximum quantity of water which said City of Colton shall be, and is entitled to take from said

and its tributaries, and from said Lytle Creek Region, and conduct from said Region, and use beyond the confines thereof, shall amount to an aggregate quantity of 3480.78 inches, and said Fontana Companies shall never be entitled either collectively or separately to divert, beyond said confines, at any time from said water sources, or any of them, an amount of water in excess of said quantity in this paragraph hereinbefore specified. Of said 3480.78 inches of water, 1300 inches and no more may be pumped and diverted from said Region, by said Fontana Companies, provided that:

(a) No more than three hundred inches shall ever be pumped from the next hereinafter described tract of land, and said 300 inches shall be pumped from no other place; said tract being that certain tract, in said Region, described as follows:

That portion of the Southwest portion of the Muscupiabe Rancho, described as follows:

Beginning at station O of the north boundary of the Muscupiabe Rancho, which point is situate near the northeasterly bank of Lytle Creek, and near the mouth of Lytle Creek Canyon;

Thence following and along the northerly boundary of said Muscupiabe Ranch, South 67 degrees, 52 minutes East, thirty-five and fifty-three hundredths (35.53) chains to station 1 of said Muscupiabe Rancho; thence south 48 degrees, 14 minutes west, fifty-six and seventy-six hundredths (56.76) chains to the southwesterly corner of Farm Lot Ten (10) designated on the Map showing SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, recorded in Book 6 of Maps, at page 12, in the office of the County Recorder of said San Bernardino County;



Region, and use beyond the confines thereof, is 600 inches of water, and said City shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 600 inches, all of which said quantity of water may be pumped by said City from said Region, but all of said water shall be taken from wells or water developments situate south of the last mentioned right of way of said Railway Company, and north of said Mill Street, and none of said water shall be used west of the highway, running approximately north and south, situate on the Rialto Bench, and known as "Rancho Avenue."

#### XIX.

As used herein, (1) the term "Fontana Companies," refers to Fontana Water Company, Fontana Union Water Company, Fontana Power Company, Fontana Farms Company, and Fontana Land Company; (2) the term "Citizens Company" refers to the Citizens Land and Water Company of Bloomington; (3) the term "Riverside Company" refers to the Riverside Highland Water Company; (4) the term "Improvement Company" refers to the Lytle Creek Water and Improvement Company; (5) the term "Mutual Company" refers to the Mutual Land and Water Company of Rialto; (6) the term "Power Company" refers to the Fontana Power Company, and (7) the term "Union Water Company" refers to Fontana Union Water Company.

#### XX.

That the maximum quantity of water which said Fontana Companies shall be, and are collectively entitled to take from the surface and sub-surface waters of said Lytle Creek, and from said Lytle Creek Canyon,

Thence north 24 degrees, 43 minutes west, eighty-four and twenty-four hundredths (84.24) chains to a point in the north boundary of said Muscupiabe Rancho; said point being identical with the north corner of Farm Lot One (1), designated on said Map; thence, following and along the north boundary of the Muscupiabe Ranch, south fifty-one degrees, thirty minutes east, eleven and fifty-hundredths (11.50) chains to Station 49 thereof;

Thence, south 63 degrees, 00 minutes east, 40 chains to Station 0 of said Muscupiabe Rancho, the place of beginning.

Containing two hundred twelve and nineteen hundredths (212.19) acres.

(b) No more than 200 inches shall ever be pumped and diverted from said Region, from that certain tract of land in said Region, described as follows:

Commencing at a point on Line 2-3 of the northeasterly boundary of the southwest portion of the Rancho Muscupiabe, said point being north 45 degrees, 0 minutes west, one hundred thirty-seven and three-tenths chains from the southeast corner of Section 25, Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence following the northeasterly boundary line of lands heretofore conveyed by the Fontana Development Company, to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, south 71 degrees, 13 minutes west, thirty-four and twenty-eight hundredths chains; thence still following said boundary north eighty-two degrees, fifty-nine minutes west, eighteen and seventy-three hundredths chains, for a point of beginning; thence from said point of beginning north fifty-four degrees,

fifteen minutes west, eighty-three and four hundredths chains; thence south 35 degrees, 45 minutes west, along the boundary line of the land conveyed by the Fontana Development Company to the Fontana Union Water Company, by deed recorded in Book 505 of Deeds, page 274, to the northwesterly corner of Lot 64, of Map showing subdivision of lands belonging to the Semi-Tropic Land and Water Company, as per plat recorded in Book 6 of Maps, page 12, of the records of said County, including the western portion of the Muscupiabe Grant, as per plat recorded in Book 7 of Maps, page 23, of the records of said County; thence from said northwesterly corner of said Lot 64, easterly and along the northeast line of Lots 64, 66, 68, 70, 72, 74 and 76, to the westerly point of land conveyed by the Fontana Development Company to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, et. seq.; thence following the north boundary of said tract south 82 degrees, 59 minutes east, twenty-six and twenty-seven hundredths chains, more or less, to point of beginning.

(c) None of the remaining 800 inches, or any portion of said 1300 inches of water, shall ever be pumped by said Fontana Companies, or any of them, from any portion of said Region lying to the south, or southeasterly of a line drawn from the southeast corner of Farm Lot 68, designated on said Map, to that certain point situate on the boundary of said Muscupiabe Rancho, designated or known as "Stake No. 3" (which said last mentioned point is situate very near to the northeast corner of Section 22, Township 1 North, Range 5 west, S. B. B. & M.); thence running due east to the southwesterly boundary of said right of way of

said Atchison, Topeka and Santa Fe Railway Company, hereinbefore mentioned, save and except that 150 inches of said 1300 inches of water may be pumped or diverted from lands in said Region lying below or to the south or southeasterly of said line.

(d) No water, pumped in said Region by any of said Fontana Companies, shall ever be conducted east of the west boundary of the lands in said Region now owned by the Muscoy Water Company, a corporation, provided however, that if any of the said Fontana Companies shall exercise the right to substitute for 150 inches of the surface waters of said Lytle Creek other water (said right being specifically provided for in that certain judgment rendered by the Superior Court of said San Bernardino County, in Action numbered 9383 in said Court, a copy of which judgment is recorded in the office of the County Recorder of said County, in Book 369 of Deeds at page 323 thereof, which said judgment is based upon that certain contract, dated October 26, 1891, wherein John L. Campbell granted to the Semi-Tropic Land and Water Company, the right to make such substitution of such water), then and in that event, such substituted water, not exceeding 150 inches, may be conducted anywhere.

(e) No water, except the 300 inches permitted to be pumped hereunder, from the tract of land described in Subdivision (a) of this Paragraph XX, shall ever be pumped and diverted by any of said Fontana Companies, from said Region, except and provided that whenever the quantity of water which said Fontana Companies are deriving from said Lytle Creek, at said intake, when added to any water that shall at the time be actually pumped from said tract (there shall be no

obligation to pump any water from said tract), shall amount in the aggregate to less than 2500 inches, then, so long as such deficiency shall continue, said Fontana Companies may take and divert from said Region from any or all of said other areas hereinbefore specified (but not more from any one of said areas than the maximum that they are entitled to take from such tract as hereinbefore stated) such quantity of water as may be necessary to make up such deficiency and maintain such aggregate supply of 2500 inches.

(f) Said quantity of 2500 inches and said maximum quantity of 3480.78 inches of water, hereinbefore referred to in this Paragraph XX, both relate exclusively to water which said Fontana Companies are entitled to take for their own use for irrigation and other beneficial purposes, beyond the confines of said Region.

#### XXI.

Nothing herein contained shall settle, bind or affect any question, matter or right existing between any of said Fontana Companies only, the purpose of this decree being to define and adjudicate the rights involved herein, of each and all of the respective parties hereto, other than said Fontana Companies, and also to adjudicate the collective rights of all of said Fontana Companies, constituting one group of defendants, without affecting any right which any of said Fontana Companies may have against any other of said Fontana Companies.

#### XXII.

That, except as provided in Paragraph XXIV hereof, no well shall ever be sunk hereafter by any party to

this action, within a distance of 200 feet of the north boundary line of said Ferguson Ranch, and it is further decreed that none of said Fontana Companies shall be entitled to hereafter pump any water in said Lytle Creek Canyon, at any time when such water is not needed for irrigation purposes.

### XXIII.

Nothing contained herein shall be construed as permitting or shall permit, any water to be diverted from said Region, or from any water sources herein mentioned, at any time when the water so diverted is not reasonably needed for some useful or beneficial purpose, and it shall not be deemed a useful or beneficial purpose within the meaning of this paragraph, to use water:

(a) For irrigating, between the 15th day of November and the 15th day of March, of the next succeeding year, any grain or cereal crop, unless such crop is growing in an orchard;

(b) For saturating or causing water to sink in lands, lying outside of the said Region and canyon, for the purpose of accomplishing underground storing of water, or of adding to the water contained in such lands, nor for exercising unreasonable irrigation of crops or trees growing thereon.

### XXIV.

That none of the parties to this action shall ever be entitled hereafter, to sink any well within a distance of 500 feet from any other well, owned, or operated by any other party to this action, except for substituting a new well in lieu of any now existing well, within said distance, for the sole purpose of maintaining, but not in-

creasing, the quantity of water now taken by such existing well, within such distance, provided however, that if it is desired to sink such new well within said distance, then such new well shall be always located as near as reasonably practicable to the existing old well for which it is to be substituted, as aforesaid.

#### XXV.

That each and all of the parties to this action, when taking any water from any water source mentioned herein, shall install, and at all times maintain respectively, at every point at which such water is so taken, such measuring box or weir or other measuring device, as will show readily and accurately the quantity of water at the time being taken at such point, which box and weir or other device, shall be installed and maintained as directed by, and to the satisfaction of said committee on water conservation, and shall at all times be open to inspection by an member of said committee, and by any party to this action.

#### XXVI.

Nothing herein contained shall be construed as vesting any new right in any of the parties hereto, to enter upon and take water from any water development or well situate on any property of any other party hereto, but the provisions of this paragraph shall not impair or affect any existing right of any party hereto.

#### XXVII.

That the rights of each and all of the said parties to pump water from said Region, as hereinbefore specified and defined are, as between said parties, equal and cor-

relative, without any priority or superiority of right, except as hereinbefore specifically stated or provided as to a particular interest or right, as between particular specified parties.

XXVIII.

That every provision of this decree in favor of, or applying to any party hereto, shall also apply to, and inure to the benefit of, and also bind each and all of the heirs, legal representatives, successors and assigns of such party.

XXIX.

That nothing herein decreed shall impair, abridge, or affect any existing right of any party hereto, which is now established by decree of court, or by other record, to have delivered, or to share in water from the surface flow of said Lytle Creek, except as may hereinbefore be otherwise specifically provided. Nothing herein decreed shall impair, abridge or affect any existing right of any party hereto to practice water conservation by sinking water in said Lytle Creek Canyon.

XXX.

That each and all of the parties hereto, and the agents and employees of each of them, are hereby perpetually restrained and enjoined from doing any act or thing in violation of the provisions of this decree.

XXXI.

None of the several maximum quantities of water which the parties hereto are respectively entitled to take from said Region, and use beyond the confines thereof, as herein specified, shall be increased or affected by the



future acquiring of additional lands in said Region by any of said parties; provided, however, anything to the contrary herein contained notwithstanding, should any party hereto hereafter purchase from any other party hereto the herein specified right to divert water of such other party, such purchasing party shall be entitled to exercise such purchased right of diverting water from said Region, in addition to the right allotted hereunder to such purchasing party.

#### XXXII.

No objection shall ever be made by any of said parties as to the interest or right of any party, as hereinbefore specified and defined, or as to the validity of this judgment in so specifying or defining such interest or right, on the ground that such interest or right, as so specified or defined, is not consistent with or warranted by the pleadings relative thereto; and if, in any case, it shall appear that any such interest or right, as so specified and defined, is in fact not consistent with or warranted by such pleading as actually filed, then such pleading shall be deemed and treated as amended, to conform to and sustain such interest and right as hereinbefore specified and defined.

#### XXXIII.

Each of said parties waives all right of appeal from this judgment, and no appeal shall be taken by any party or parties from this judgment or any part thereof.

#### XXXIV.

No party to this judgment shall be entitled to recover costs from any other party.

Dated: January 28th, 1924.

BENJAMIN F. WARMER,  
*Judge.*

Endorsed:

Filed Jan. 28, 1924

HARRY L. ALLISON, Clerk  
By M. L. ALDRIDGE, Deputy.

Docketed: Jan. 30, 1924, at 1:35 o'clock P. M.

Entered: Jan. 28, 1924, Book 41, Page 154.

HARRY L. ALLISON, Clerk  
By R. M. SCHMIDT, Deputy Clerk

STATE OF CALIFORNIA, }  
COUNTY OF SAN BERNARDINO, } ss.

I, HARRY L. ALLISON, County Clerk and ex-officio Clerk of the Superior Court, do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office.

Witness my hand and seal of the Superior Court, this 14th day of Feb., 1924.

HARRY L. ALLISON, County Clerk.  
By R. M. SCHMIDT, Deputy.

Recorded at request of Leonard, Surr & Hellyer, Feb. 16, 1924, at 28 minutes past 9.00 A. M., in Book 829, Page 293, of Deeds, Records San Bernardino County.

FULTON G. FERAUD, County Recorder.  
By IRENE McINERNY, Deputy Recorder.  
Fee \$13.50.

I hereby certify that I have correctly tanscribed this instrument on the records in the office of the Recorder of San Bernardino County.

R. EASTON, Copyist.

Compared:

M. ALEXANDER,—R. EASTON.



**AGREEMENT BETWEEN  
THE WEST SAN BERNARDINO COUNTY WATER DISTRICT  
AND THE CITY OF SAN BERNARDINO  
FOR PURCHASE OF LYTLE CREEK SURFACE WATER SUPPLY**

This Agreement is made as of April 20, 1993,  
by and between the WEST SAN BERNARDINO COUNTY WATER DISTRICT  
(District), and the CITY OF SAN BERNARDINO (City), a municipal  
corporation, by and through its BOARD OF WATER COMMISSIONERS.

**RECITALS**

A. City owns 1.94 million gallons per day (mgd) of water  
rights to the surface flow of Lytle Creek (150 miners inches).  
Said rights are set forth in City of San Bernardino vs. Fontana  
Water Co. et al., Superior Court of San Bernardino County,  
California, January 28, 1924, Case No. 17030. City's rights  
include: 100 miners inches in the name of the City; 50 miners  
inches held by Mt. Vernon Water Company, one-third owner of the  
"Campbell Rights" by San Bernardino County Superior Court Case No.  
20790, Lytle Creek Water and Improvement Company vs. Grapeland  
Irrigation District, et al.

B. District is in the process of constructing a water  
filtration and treatment facility adequate to properly filter and  
treat said water supply for domestic use.

**THEREFORE, IT IS AGREED:**

1. Upon completion of said treatment plant, District shall  
divert City's said 1.94 mgd, or any portion thereof as  
determined by the District, for treatment and use in  
District's water system. Point of diversion shall be the

1 Afterbay of the Southern California Edison Company's  
2 Fontana Power House. The actual amount of City's water  
3 available for sale shall be that amount of surface flow  
4 in Lytle Creek allocated to City by various judgments,  
5 agreements and low flow restrictions of same.

6 2. District shall pay City an amount equal to the charge  
7 established by the San Bernardino Valley Municipal  
8 Water District for imported State Project Water for  
9 groundwater recharge; currently, \$60.00 per acre foot or,  
10 the average cost per acre foot to District to produce and  
11 transport well water from District's Lytle Creek Well  
12 Field to elevation one thousand five hundred seventy  
13 (1,570) feet above sea level which is the same elevation  
14 as said treatment plant, whichever is less. Present  
15 estimated cost per acre foot is \$75.00 to produce and  
16 transport said water. City will continue to pay  
17 assessments which may be imposed by the Lytle Creek Water  
18 Conservation Association against surface flow rights it  
19 owns.

20 3. This Agreement shall terminate on January 1, 2023.  
21 District shall have a right to two (2) ten-year extension  
22 options after said expiration date. This Agreement may  
23 be modified only upon the mutual written agreement of the  
24 parties hereto. Any request for modification of this  
25 Agreement shall be made at least ninety (90) days prior  
26 to the proposed effective date of any such requested  
27 modification. This Agreement shall inure to the benefit  
28 of and be binding upon the parties hereto and their

1        respective successors, legal representatives, and  
2        assigns. This Agreement shall be reviewed by the parties  
3        ninety (90) days prior to the end of each five-year  
4        anniversary date of this Agreement.

5        4. District agrees to indemnify and hold City and its  
6        officers, employees, successors and assigns, and each of  
7        them, harmless from and against all liability or claims  
8        thereof for loss of or damage to property or injury to or  
9        death of any person proximately caused in whole or in  
10       part by any acts, omission, negligence, gross negligence  
11       or willful misconduct, of District or its contractors, or  
12       by any acts for which District or its contractors are  
13       liable without fault, in the construction, operation and  
14       maintenance of the facilities hereunder, save and except  
15       in those instances where such loss, damage, injury, or  
16       death is caused in whole or in part by the negligence of  
17       City or its contractors or by any acts for which City or  
18       its contractors are liable without fault.

19       5. City agrees to indemnify and hold District and its  
20       officers, employees, successors, and assigns, and each of  
21       them, harmless from and against all liability or claims  
22       thereof for loss of or damage to property or injury to or  
23       death of any person proximately caused in whole or in  
24       part by any acts, omission, negligence, gross negligence  
25       or willful misconduct, of City or its contractors, or by  
26       any acts for which City or its contractors are liable  
27       without fault, in the operation and maintenance of the  
28       facilities hereunder, save and except in those instances

1 where such loss, damage, injury, or death is caused in  
2 whole or in part by the negligence of District or its  
3 contractors or by any acts for which District or its  
4 contractors are liable without fault.

5 6. Written notice to be given to either party shall be given  
6 by personal delivery or by registered or certified mail;  
7 other correspondence and invoices may be sent by first  
8 class mail, addressed and delivered as set forth below:

9 General Manager  
10 City of San Bernardino  
11 Municipal Water Department  
12 300 North "D" Street  
San Bernardino, CA 92418

General Manager  
West San Bernardino  
County Water District  
855 West Base Line Rd.  
Rialto, CA 92376

13 IN WITNESS WHEREOF, each of the parties hereto has caused this  
14 Agreement to be executed by its respective duly authorized  
15 officers. The effective date of this Agreement shall be the date  
16 first above written.

17 BOARD OF WATER COMMISSIONERS  
18 CITY OF SAN BERNARDINO

WEST SAN BERNARDINO COUNTY  
WATER DISTRICT

19  
20 By: Margaret H. Chandler  
Margaret H. Chandler  
21 President

By: Oliver P. Roemer  
Oliver P. Roemer, President

22 ATTEST:

ATTEST:

23  
24 By: Cheryl A. Flowers  
Cheryl A. Flowers  
25 Secretary

By: Ira B. Pace  
Ira B. Pace, Secretary

26 APPROVED AS TO FORM AND CONTENT

27 Gerald D. Shoaf  
28 Gerald D. Shoaf, Legal Counsel



# Appendix B Western Judgement

FILED  
RIV. REC. COUNTY

APR 17 1969

DONALD D. McLELLAN, Clerk  
By *[Signature]* Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF  
RIVERSIDE COUNTY, a municipal water  
district; CITY OF RIVERSIDE, a  
municipal corporation; THE GAGE  
CANAL COMPANY, a corporation; AGUA  
MANSA WATER COMPANY, a corporation,  
MEEKS & DALEY WATER COMPANY, a  
corporation; RIVERSIDE HIGHLAND  
WATER COMPANY, a corporation, and  
THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY  
WATER DISTRICT, et al.,

Defendants

784/240  
No. 784726

*[Signature]*  
4/17/69

JUDGMENT

# TABLE OF CONTENTS

## RECITALS

Page

I	Active Parties	5
II	Dismissed Parties	5
III	Prior Judgments	6
IV	Definitions	7
V	Extractions from the San Bernardino Basin Area	10
VI	San Bernardino Basin Area Rights and Replenishment	10
VII	Water Discharged Across the Bunker Hill Dike	16
VIII	Extractions from Colton Basin Area and Riverside Basin Area in San Bernardino County	16
IX	Extractions from the Portion of Riverside Basin Area in Riverside County which is tributary to Riverside Narrows.	20
X	Replenishment to Offset New Exports of Water to Areas not Tributary to Riverside Narrows.	21
XI	Replenishment Credits and Adjustment for Quality	22
XII	Conveyance of Water by San Bernardino Valley to Riverside Narrows.	24
XIII	Watermaster	25
XIV	Continuing Jurisdiction of the Court	27
XV	Saving Clauses	29
XVI	Effective Date	31
XVII	Costs	31

APPENDIX A -- Map showing San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area situated within San Bernardino County; Riverside Basin Area within Riverside County; Bunker Hill Dike; Riverside Narrows; and

Boundaries of San Bernardino  
Valley Municipal Water  
District & Western Municipal  
Water District of Riverside  
County

APPENDIX B --

Extractions by Plaintiffs from San  
Bernardino Basin Area.

APPENDIX C --

Exports for Use on Lands not  
Tributary to Riverside Narrows

APPENDIX D --

Miscellaneous Data

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therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

ACTIVE PARTIES

(a) The parties to this Judgment are as follows:

(1) Plaintiff Western Municipal Water District of Riverside County, a California municipal water district, herein often called "Western", appearing and acting pursuant to Section 71751 of the Water Code;

(2) Plaintiff City of Riverside, a municipal corporation;

(3) Plaintiffs Riverside Highland Water Company, Agua Mansa Water Company and Meeks & Daley Water Company, each of which is a mutual water company and a California corporation;

(4) Plaintiff The Regents of the University of California, a California public corporation;

(5) Defendant San Bernardino Valley Municipal Water District, a California municipal water district, herein often called "San Bernardino Valley", appearing and acting pursuant to Section 71751 of the Water Code;

(b) This Judgment shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

II

DISMISSED PARTIES

All parties other than those named in the preceding Paragraph I are dismissed without prejudice.

5.

III  
PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.

IV  
DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A": San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversions for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.



1 (f) Replenishment - Artificial recharge of the  
2 ground water body achieved through the spreading or retention of  
3 water for the purpose of causing it to percolate and join the  
4 underlying ground water body, or injection of water into the  
5 ground water resources by means of wells; provided that as used  
6 with reference to any obligation of Western to replenish the  
7 Riverside Basin Area in Riverside County, the term replenishment  
8 shall include any water caused to be delivered by Western for  
9 which credit is received by San Bernardino Valley against its  
10 obligation under the Orange County Judgment to provide base  
11 flow at Riverside Narrows.

12 (g) Safe Yield - Safe yield is that maximum  
13 average annual amount of water that could be extracted from the  
14 surface and subsurface water resources of an area over a period  
15 of time sufficiently long to represent or approximate long-time  
16 mean climatological conditions, with a given areal pattern of  
17 extractions, under a particular set of physical conditions or  
18 structures as such affect the net recharge to the ground water  
19 body, and with a given amount of usable underground storage  
20 capacity, without resulting in long-term, progressive lowering  
21 of ground water levels or other undesirable result. In  
22 determining the operational criteria to avoid such adverse  
23 results, consideration shall be given to maintenance of adequate  
24 ground water quality, subsurface outflow, costs of pumping,  
25 and other relevant factors.

26 The amount of safe yield is dependent in part upon  
27 the amount of water which can be stored in and used from the  
28 ground water reservoir over a period of normal water supply  
29 under a given set of conditions. Safe yield is thus related to  
30 factors which influence or control ground water recharge, and  
31

1 to the amount of storage space available to carry over recharge  
2 occurring in years of above average supply to years of  
3 deficient supply. Recharge, in turn, depends on the available  
4 surface water supply and the factors influencing the  
5 percolation of that supply to the water table.

6 Safe yield shall be determined in part through the  
7 evaluation of the average net groundwater recharge which would  
8 occur if the culture of the safe yield year had existed over  
9 a period of normal native supply.

10 (h) Natural Safe Yield - That portion of the safe  
11 yield of the San Bernardino Basin Area which could be derived  
12 solely from natural precipitation in the absence of imported  
13 water and the return flows therefrom, and without  
14 contributions from new conservation. If in the future any  
15 natural runoff tributary to the San Bernardino Basin Area is  
16 diverted away from that Basin Area so that it is not included  
17 in the calculation of natural safe yield, any replacement made  
18 thereof by San Bernardino Valley or entities within it from  
19 imported water shall be included in such calculation.

20 (i) New Conservation - Any increase in  
21 replenishment from natural precipitation which results from  
22 operation of works and facilities not now in existence, other  
23 than those works installed and operations which may be  
24 initiated to offset losses caused by increased flood control  
25 channelization.

26 (j) Year - A calendar year from January 1 through  
27 December 31. The term "annual" shall refer to the same period  
28 of time.

29 (k) Orange County Judgment - The final judgment  
30 in Orange County Water District v. City of Chino, et al.,  
31 Orange County Superior Court No. 117628, as it may from time to  
32

time be modified.

(1) Return Flow - That portion of the water applied for use in any particular ground water basin which subsequently reaches the ground water body in that basin.

(m) Five Year Period - a period of five consecutive years.

#### V

#### EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

(a) For Use by Plaintiffs. The average annual extractions from the San Bernardino Basin Area delivered for use in each service area by each Plaintiff for the five year period ending with 1963 are hereby determined to be as set forth in Table B-1 of Appendix "B". The amount for each such Plaintiff delivered for use in each service area as set forth in Table B-1 shall be designated, for purposes of this Judgment, as its "base right" for such service area.

(b) For Use by Others. The total actual average annual extractions from the San Bernardino Basin Area by entities other than Plaintiffs for use within San Bernardino County for the five year period ending with 1963 are assumed to be 165,407 acre feet; the correct figure shall be determined by the Watermaster as herein provided.

#### VI

#### SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

(a) Determination of Natural Safe Yield. The natural safe yield of the San Bernardino Basin Area shall be computed by the Watermaster, reported to and determined initially by supplemental order of this Court, and thereafter

1 shall be subject to the continuing jurisdiction thereof.

2 (b) Annual Adjusted Rights of Plaintiffs.

3 1. The annual "adjusted right" of each  
4 Plaintiff to extract water from the San Bernardino  
5 Basin Area for use in each service area designated  
6 in Table B-1 shall be equal to the sum of the  
7 following:

8 (a) its base right for such service area, until  
9 the natural safe yield of the San Bernardino Basin  
10 Area is determined, and thereafter its percentage  
11 of such natural safe yield determined by the  
12 methods used in Table B-2; and (b) an equal  
13 percentage for each service area of any new  
14 conservation, provided the conditions of the  
15 subparagraph 2 below have been met.

16 2. In order that the annual adjusted  
17 right of each such Plaintiff shall include its  
18 same respective percentage of any new conservation,  
19 such Plaintiff shall pay its proportionate share  
20 of the costs thereof. Each Plaintiff shall have  
21 the right to participate in new conservation projects,  
22 under procedures to be determined by the Watermaster  
23 for notice to Plaintiffs of the planned construction  
24 of such projects. With respect to any new  
25 conservation brought about by Federal installations,  
26 the term "costs" as used herein shall refer to any  
27 local share required to be paid in connection with  
28 such project. Each Plaintiff shall make its  
29 payment at times satisfactory to the constructing  
30 agency, and new conservation shall be credited to  
31 any participating Plaintiff as such conservation is  
32 effected.

11.

1                   3. In any five year period, each  
2                   Plaintiff shall have the right to extract from the  
3                   San Bernardino Basin Area for use in each service  
4                   area designated in Table B-1 an amount of water  
5                   equal to five times its adjusted right for such  
6                   service area; provided, however, that extractions by  
7                   each Plaintiff in any year in any service area shall  
8                   not exceed such Plaintiff's adjusted right for that  
9                   service area by more than 30 percent.

10                   4. If the natural safe yield of the  
11                   San Bernardino Basin Area has not been determined by  
12                   January 1, 1972, the initial determination thereof  
13                   shall be retroactive to that date and the rights  
14                   of the Plaintiffs, and the replenishment  
15                   obligation of San Bernardino Valley as hereinafter  
16                   set forth, shall be adjusted as of such date. Any  
17                   excess extractions by Plaintiffs shall be charged  
18                   against their respective adjusted rights over the  
19                   next five year period, or in the alternative,  
20                   Plaintiffs may pay to San Bernardino Valley the  
21                   full cost of any replenishment which it has pro-  
22                   vided as replenishment for such excess extractions.  
23                   Any obligation upon San Bernardino Valley to pro-  
24                   vide additional replenishment, by virtue of such  
25                   retroactive determination of natural safe yield,  
26                   may also be discharged over such next five year  
27                   period.

28                   5. Plaintiffs and each of them and  
29                   their agents and assigns are enjoined from extracting  
30                   any more water from the San Bernardino Basin Area than  
31                   is permitted under this Judgment. Changes in place  
32

12.

1 of use of any such water from one service area to  
2 another shall not be made without the prior  
3 approval of Court upon a finding of compliance  
4 with Paragraph XV(b) of this Judgment. So long  
5 as San Bernardino Valley is in compliance with all  
6 its obligations hereunder, and Plaintiffs are  
7 allowed to extract the water provided for in this  
8 Judgment, Plaintiffs are further enjoined from  
9 bringing any action to limit the water extracted  
10 from the San Bernardino Basin Area for use within  
11 San Bernardino Valley.

12 6. Nothing in this Judgment shall  
13 prevent future agreements between San Bernardino  
14 Valley and Western under which additional  
15 extractions may be made from the San Bernardino Basin  
16 Area, subject to the availability of imported water  
17 not required by San Bernardino Valley, and subject  
18 to payment satisfactory to San Bernardino Valley  
19 for replenishment required to compensate for such  
20 additional extractions.

21  
22 (c) San Bernardino Valley Replenishment. San  
23 Bernardino Valley shall provide imported water for  
24 replenishment of the San Bernardino Basin Area at least equal  
25 to the amount by which extractions therefrom for use within  
26 San Bernardino County exceed during any five year period the  
27 sum of: (a) five times the total average annual extractions  
28 determined under Paragraph V(b) hereof, adjusted as may be  
29 required by the natural safe yield of the San Bernardino Basin  
30 Area; and (b) any new conservation to which users within San  
31 Bernardino Valley are entitled. Such replenishment shall be  
32

13.

1 supplied in the year following any five year period; provided  
2 that during the first five year period, San Bernardino Valley  
3 shall supply annual amounts on account of its obligations  
4 hereunder, and such amounts shall be not less than fifty  
5 percent of the gross amount of excess extractions in the  
6 previous year.

7 1. Against its replenishment obligation  
8 over any five year period San Bernardino Valley shall  
9 receive credit for that portion of such excess  
10 extractions that returns to the ground water of the  
11 San Bernardino Basin Area.

12 2. San Bernardino Valley shall also  
13 receive credit against any future replenishment  
14 obligations for all replenishment which it provides  
15 in excess of that required herein, and for any  
16 amounts which may be extracted without replenishment  
17 obligation, which in fact are not extracted.

18 (d) In this subparagraph (d), "person" and "entity"  
19 mean only those persons and entities, and their successors  
20 in interest, which have stipulated with the parties to this  
21 Judgment within six months after its entry to accept this  
22 Judgment.

23 San Bernardino Valley agrees that the base rights of  
24 persons or entities other than Plaintiffs to extract water  
25 from the San Bernardino Basin Area for use within San  
26 Bernardino Valley will be determined by the average annual  
27 quantity extracted by such person or entity during the five  
28 year period ending with 1963. After the natural safe yield  
29 of the San Bernardino Basin Area is determined hereunder, such  
30  
31  
32

1 base rights will be adjusted to such natural safe yield; the  
2 adjusted right of each such person or entity shall be that  
3 percentage of natural safe yield as determined hereunder from  
4 time to time which the unadjusted right of such person or  
5 entity is of the amount determined under Paragraph V(b).

6 San Bernardino Valley further agrees that in the  
7 event the right to extract water of any of such persons or  
8 entities in the San Bernardino Basin Area is adjudicated and  
9 legal restrictions placed on such extractions which prevent  
10 extracting of water by said persons or entities in an amount  
11 equal to their base rights, or after natural safe yield is  
12 determined, their adjusted rights, San Bernardino Valley will  
13 furnish to such persons or entities or recharge the ground  
14 water resources in the area of extraction for their benefit  
15 with imported water, without direct charge to such persons or  
16 entities therefor, so that the base rights, or adjusted  
17 rights, as the case may be, may be taken by the person or  
18 entity.

19 Under the provisions hereof relating to furnishing  
20 of such water by San Bernardino Valley, such persons or  
21 entities shall be entitled to extract in addition to their  
22 base rights or adjusted rights any quantities of water spread  
23 for repumping in their area of extractions, which has been  
24 delivered to them by a mutual water company under base rights  
25 or adjusted base rights included by the Watermaster under the  
26 provisions of Paragraph V (b) hereof. Extractions must be  
27 made within three years of spreading to so qualify.  
28  
29  
30  
31  
32



*Basin for Ave 3  
&  
16th St*

*B.W.N  
&  
C.M.*

VII  
WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII  
EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY.

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

1 extractions over such 20 percent peaking allowance.

2 (c). To the extent that extractions from each such  
3 Basin Area for use outside San Bernardino Valley exceed the  
4 amounts specified in the next preceding Paragraph (b), Western  
5 shall provide replenishment. Except for any extractions in  
6 excess of the 20 percent peaking allowance, such replenishment  
7 shall be supplied in the year following any five year period,  
8 and shall not be from reclaimed water produced within San  
9 Bernardino Valley. Such replenishment shall also be of a  
10 quality at least equal to the water extracted from the Basin  
11 Area being recharged; provided, that water from the State Water  
12 Project shall be deemed to be of acceptable quality.  
13 Replenishment shall be supplied to the Basin Area from which  
14 any excess extractions have occurred and in the vicinity of  
15 the place of the excess extractions to the extent required to  
16 preclude influence on the water level in the three wells below  
17 designated; provided that discharge of imported water into the  
18 Santa Ana River or Warm Creek from a connection on the State  
19 Aqueduct near the confluence thereof, if released in accordance  
20 with a schedule approved by the Watermaster to achieve  
21 compliance with the objectives of this Judgment, shall satisfy  
22 any obligation of Western to provide replenishment in the Colton  
23 Basin Area, or that portion of the Riverside Basin Area in San  
24 Bernardino County, or the Riverside Basin Area in Riverside  
25 County.

26 (d) Extractions from the Colton Basin Area and that  
27 portion of the Riverside Basin Area within San Bernardino County,  
28 for use within San Bernardino Valley, shall not be limited.  
29 However, except for any required replenishment by Western,  
30 San Bernardino Valley shall provide the water to maintain the  
31 static water levels in the area, as determined by wells numbered  
32

17.

IF measure the level drop from  
Western pool can go to  
Borden Hall with level raised  
822.04

Need to talk to  
Harriger to  
clarify this

1S 4W 21 Q3, 1S 4W 29 N1, and 1S 4W 29 Q1 at an average level no lower than that which existed in the Fall season of 1963. Such 1963 average water level is hereby determined to be 822.04 feet above sea level. In future years, the level shall be computed by averaging the lowest static water levels in each of the three wells occurring at or about the same time of the year, provided that no measurements will be used which reflect the undue influence of pumping in nearby wells, or in the three wells, or pumping from the Riverside Basin in Riverside County in excess of that determined pursuant to Paragraph IX(a) hereof.

(e) Extractions by Plaintiffs from the Colton Basin Area and the portion of the Riverside Basin Area in San Bernardino County may be transferred to the San Bernardino Basin Area if the level specified in Paragraph (d) above is not maintained, but only to the extent necessary to restore such 1963 average water level, provided that Western is not in default in any of its replenishment obligations. San Bernardino Valley shall be required to replenish the San Bernardino Basin Area in an amount equal to any extractions so transferred. San Bernardino Valley shall be relieved of responsibility toward the maintenance of such 1963 average water level to the extent that Plaintiffs have physical facilities available to accommodate such transfers of extractions, and insofar as such transfers can be legally accomplished.

(f) The Colton Basin Area and the portion of the Riverside Basin Area in San Bernardino County constitute a major source of water supply for lands and inhabitants in both San Bernardino Valley and Western, and the parties hereto have a mutual interest in the maintenance of water quality in these Basin Areas and in the preservation of such supply. If

where would  
gain strength  
SA WW

1 the water quality in such Areas, as monitored by the City of  
2 Riverside wells along the river, falls below the Objectives set  
3 therefor by the Santa Ana River Basin Regional Water Quality  
4 Control Board, the Court shall have jurisdiction to modify the  
5 obligations of San Bernardino Valley to include, in addition  
6 to its obligation to maintain the average 1963 water level,  
7 reasonable provisions for the maintenance of such water quality.

8 (2) The primary objectives of Paragraph VIII and  
9 related provisions are to allow maximum flexibility to San  
10 Bernardino Valley in the operation of a coordinated  
11 replenishment and management program, both above and below  
12 Bunker Hill Dike; to protect San Bernardino Valley against  
13 increased extractions in the area between Bunker Hill Dike and  
14 Riverside Narrows, which without adequate provision for  
15 replenishment might adversely affect base flow at Riverside  
16 Narrows, for which it is responsible under the Orange County  
17 Judgment; and to protect the area as a major source of ground  
18 water supply available to satisfy the historic extractions  
19 therefrom for use within Western, without regard to the method  
20 of operation which may be adopted by San Bernardino Valley for  
21 the San Bernardino Basin Area, and without regard to the effect  
22 of such operation upon the historic supply to the area below  
23 Bunker Hill Dike.

24 If these provisions should prove either inequitable or  
25 unworkable, the Court upon the application of any party hereto  
26 shall retain jurisdiction to modify this Judgment so as to  
27 regulate the area between Bunker Hill Dike and Riverside Narrows  
28 on a safe yield basis; provided that under such method of  
29 operation, (1) base rights shall be determined on the basis of  
30 total average annual extractions for use within San Bernardino  
31 Valley and Western, respectively, for the five year period ending  
32

19.

1 with 1963; (2) such base rights for use in both Districts shall  
2 be subject to whatever adjustment may be required by the safe  
3 yield of the area, and in the aggregate shall not be exceeded  
4 unless replenishment therefor is provided; (3) in calculating  
5 safe yield, the outflow from the area at Riverside Narrows shall  
6 be determined insofar as practical by the base flow obligations  
7 imposed on San Bernardino Valley under the Orange County  
8 Judgment; and (4) San Bernardino Valley shall be required to  
9 provide replenishment for any deficiency between the actual  
10 outflow and the outflow obligation across Bunker Hill Dike as  
11 established by safe yield analysis using the base period of  
12 1934 through 1960.

13  
14 IX

15 EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA  
16 IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

17 (a) The average annual extractions from the portion  
18 of the Riverside Basin Area in Riverside County which is  
19 tributary to Riverside Narrows, for use in Riverside County,  
20 for the five year period ending with 1963 are assumed to be  
21 30,044 acre feet; the correct figures shall be determined by  
22 the Watermaster as herein provided.

23 (b) Over any five year period, there may be  
24 extracted from such Basin Area, without replenishment  
25 obligation, an amount equal to five times such annual average  
26 for the Basin Area; provided, however, that if extractions in  
27 any year exceed such average by more than 20 percent, Western  
28 shall provide replenishment in the following year equal to the  
29 excess extractions over such 20 percent peaking allowance.

30 (c) To the extent that extractions from such Basin  
31 Area exceed the amounts specified in the next preceding  
32

20.

Paragraph (b), Western shall provide replenishment. Except for any extractions in excess of the 20 percent peaking allowance, such replenishment shall be supplied in the year following any five year period, and shall be provided at or above Riverside Narrows.

(d) Western shall also provide such replenishment to offset any reduction in return flow now contributing to the base flow at Riverside Narrows, which reduction in return flow results from the conversion of agricultural uses of water within Western to domestic or other uses connected to sewage or waste disposal systems, the effluent from which is not tributary to the rising water at Riverside Narrows.

X

REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS  
NOT TRIBUTARY TO RIVERSIDE NARROWS.

Certain average annual amounts of water extracted from the San Bernardino Basin Area and the area downstream therefrom to Riverside Narrows during the five year period ending in 1963 have been exported for use outside of the area tributary to Riverside Narrows and are assumed to be 50,667 acre feet annually as set forth in Table C-1 of Appendix "C"; the correct amount shall be determined by the Watermaster as herein provided. Western shall be obligated to provide replenishment at or above Riverside Narrows for any increase over such exports by Western or entities within it from such areas for use within areas not tributary to Riverside Narrows. San Bernardino Valley shall be obligated to provide replenishment for any increase over the exports from San Bernardino Valley for use in any area not within Western nor tributary to Riverside Narrows as set forth in Table C-2 of

21.

Appendix "C", such amounts being subject to correction by the Watermaster, or for any exports from the San Bernardino Basin Area for use in the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins.

## XI

### REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

(a) All replenishment provided by Western under Paragraph IX and all credits received against such replenishment obligation shall be subject to the same adjustments for water quality applicable to base flow at Riverside Narrows, as set forth in the Orange County Judgment.

(b) Western shall receive credit against its replenishment obligations incurred under this Judgment for the following:

1. As against its replenishment obligation under Paragraph VIII, any return flow to the Colton Basin Area or the portion of the Riverside Basin Area within San Bernardino County, respectively, resulting from any excess extractions therefrom; and as against its replenishment obligation under Paragraph IX, any return flow to the portion of the Riverside Basin Area in Riverside County, which contributes to the base flow at Riverside Narrows, resulting from any excess extractions therefrom, or from the Riverside Basin Area in San Bernardino County, or from the Colton Basin Area.

2. Subject to adjustment under Paragraph (a) hereof, any increase over the present amounts of sewage effluent discharged from

Storage Area 1

Doesn't this allow  
overproduction of Bunk  
can full?

1 treatment plants within Riverside County which are  
2 tributary to Riverside Narrows, and which results  
3 from the use of imported water.

4 3. Any replenishment which may be pro-  
5 vided in excess of that required; any amounts which  
6 hereunder are allowed to be extracted from the  
7 Colton and Riverside Basin Areas without  
8 replenishment obligation by Western, and which in  
9 fact are not extracted; any storm flows conserved  
10 between Bunker Hill Dike and Riverside Narrows by  
11 works financed solely by Western, or entities within  
12 it, which would not otherwise contribute to base  
13 flow at Riverside Narrows; and any return flow  
14 from imported water used in Riverside County which  
15 contributes to base flow at Riverside Narrows;  
16 provided, however, that such use of the underground  
17 storage capacity in each of the above situations  
18 does not adversely affect San Bernardino Valley  
19 in the discharge of its obligations at Riverside  
20 Narrows under the Orange County Judgment, nor  
21 interfere with the accomplishment by San Bernardino  
22 Valley of the primary objectives of Paragraph VIII,  
23 as stated in Subdivision (g).

24 (c) The replenishment obligations of Western under  
25 this Judgment shall not apply during such times as amounts of  
26 base flow at Riverside Narrows and the amounts of water stored  
27 in the ground water resources below Bunker Hill Dike and  
28 tributary to the maintenance of such flow are found by Order of  
29 the Court to be sufficient to satisfy any obligation which  
30 San Bernardino Valley may have under this Judgment, or under the  
31



1 Orange County Judgment, and if the Court further finds by Order  
2 that during such times any such increase in pumping, changes  
3 in use or exports would not adversely affect San Bernardino  
4 Valley in the future.

5 (d) The replenishment obligations of San Bernardino  
6 Valley under Paragraph X of this Judgment for increase in  
7 exports from the Colton and Riverside Basin Areas within San  
8 Bernardino Valley below the Bunker Hill Dike shall not apply  
9 during such times as the amounts of water in the ground water  
10 resources of such area are found by Order of the Court to be  
11 sufficient to satisfy the obligations which San Bernardino  
12 Valley may have to Plaintiffs under this Judgment, and if the  
13 Court further finds by Order that during such times any such  
14 increases in exports would not adversely affect Plaintiffs in  
15 the future.

16  
17 XII

18 CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY  
19 TO RIVERSIDE NARROWS.

20 If San Bernardino Valley determines that it will  
21 convey reclaimed sewage effluent, or other water, to or near  
22 Riverside Narrows, to meet its obligations under this or the  
23 Orange County Judgment, the City of Riverside shall make  
24 available to San Bernardino Valley for that purpose any unused  
25 capacity in the former Riverside Water Company canal, and the  
26 Washington and Monroe Street storm drains, without cost except  
27 for any alterations or capital improvements which may be  
28 required, or any additional maintenance and operation costs which  
29 may result. The use of those facilities shall be subject to the  
30 requirements of the Santa Ana River Basin Regional Water Quality  
31 Control Board and of the State Health Department, and compliance  
32

1 therewith shall be San Bernardino Valley's responsibility.

2  
3 XIII

4 WATERMASTER

5 (a) This Judgment and the instructions and  
6 subsequent orders of this Court shall be administered and  
7 enforced by a Watermaster. The parties hereto shall make such  
8 measurements and furnish such information as the Watermaster  
9 may reasonably require, and the Watermaster may verify such  
10 measurements and information and obtain additional measurements  
11 and information as the Watermaster may deem appropriate.

12 (b) The Watermaster shall consist of a committee  
13 of two persons. San Bernardino Valley and Western shall each  
14 have the right to nominate one of such persons. Each such  
15 nomination shall be made in writing, served upon the other  
16 parties to this Judgment, and filed in Court. Such person shall  
17 be appointed by and serve at the pleasure of and until further  
18 order of this Court. If either Western or San Bernardino Valley  
19 shall at any time nominate a substitute appointee in place of  
20 the last appointee to represent it, such appointee shall be  
21 appointed by the Court in place of such last appointee.

22 (c) Appendix "D" to this Judgment contains some of  
23 the data which have been used in preparation of this Judgment,  
24 and shall be utilized by the Watermaster in connection with  
25 any questions of interpretation.

26 (d) Each and every finding and determination of the  
27 Watermaster shall be made in writing certified to be by  
28 unanimous action of both members of the Watermaster committee.  
29 In the event of failure or inability of such Watermaster  
30 Committee to reach agreement, the Watermaster committee may  
31 determine to submit the dispute to a third person to be selected  
32

25.

1 by them, or if they are unable to agree on a selection, to be  
2 selected by the Court, in which case the decision of the third  
3 person shall be binding on the parties; otherwise the fact,  
4 issue, or determination in question shall forthwith be  
5 certified to this Court by the Watermaster, and after due notice  
6 to the parties and opportunity for hearing, said matter shall  
7 be determined by order of this Court, which may refer the  
8 matter for prior recommendation to the State Water Resources  
9 Control Board. Such order of the Court shall be a determination  
10 by the Watermaster within the meaning of this Judgment.

11 (e) The Watermaster shall report to the Court and  
12 to each party hereto in writing not more than seven (7) months  
13 after the end of each year, or within such other time as the  
14 Court may fix, on each determination made by it pursuant to this  
15 Judgment, and such other items as the parties may mutually  
16 request or the Watermaster may deem to be appropriate. All of  
17 the books and records of the Watermaster which are used in the  
18 preparation of, or are relevant to, such reported data,  
19 determinations and reports shall be open to inspection by the  
20 parties hereto. At the request of any party this Court will  
21 establish a procedure for the filing and hearing of objections  
22 to the Watermaster's report.

23 (f) The fees, compensation and expenses of each  
24 person on the Watermaster shall be borne by the District which  
25 nominated such person. All other Watermaster service costs and  
26 expenses shall be borne by San Bernardino Valley and Western  
27 equally.

28 (g) The Watermaster shall initially compute and  
29 report to the Court the natural safe yield of the San Bernardino  
30 Basin Area, said computation to be based upon the cultural  
31

1 conditions equivalent to those existing during the five  
2 calendar year period ending with 1963.

3 (h) The Watermaster shall as soon as practical  
4 determine the correct figures for Paragraphs V(b), VI(b)1,  
5 VIII(a), IX(a) and X, as the basis for an appropriate  
6 supplemental order of this Court.

7  
8 XIV

9 CONTINUING JURISDICTION OF THE COURT

10 (a) The Court hereby reserves continuing  
11 jurisdiction of the subject matter and parties to this Judgment,  
12 and upon application of any party, or upon its own motion, may  
13 review and redetermine, among other things, the following  
14 matters and any matters incident thereto:

15 1. The hydrologic condition of any one or  
16 all of the separate basins described in this Judgment in order  
17 to determine from time to time the safe yield of the San  
18 Bernardino Basin Area.

19 2. The desirability of appointing a  
20 different Watermaster or a permanent neutral member of the  
21 Watermaster, or of changing or more clearly defining the duties  
22 of the Watermaster.

23 3. The desirability of providing for increases  
24 or decreases in the extraction of any particular party because  
25 of emergency requirements or in order that such party may  
26 secure its proportionate share of its rights as determined  
27 herein.

28 4. The adjusted rights of the Plaintiffs as  
29 required to comply with the provisions hereof with respect to  
30 changes in the natural safe yield of the San Bernardino Basin  
31

Area. If such changes occur, the Court shall adjudge that the adjusted rights and replenishment obligations of each party shall be changed proportionately to the respective base rights.

5. Conforming the obligations of San Bernardino Valley under this Judgment to the terms of any new judgment hereafter entered adjudicating the water rights within San Bernardino Valley, if inconsistencies of the two judgments impose hardship on San Bernardino Valley.

6. Adjusting the figures in Paragraphs V(b), VI(b) 1, VIII(a) IX(a), and X, to conform to determination by the Watermaster.

7. Credit allowed for return flow in the San Bernardino Basin Area if water levels therein drop to the point of causing undue hardship upon any party.

8. Other matters not herein specifically set forth which might occur in the future and which would be of benefit to the parties in the utilization of the surface and ground water supply described in this Judgment, and not inconsistent with the respective rights of the parties as herein established and determined.

(b) Any party may apply to the Court under its continuing jurisdiction for any appropriate modification of this Judgment if its presently available sources of imported water are exhausted and it is unable to obtain additional supplies of imported water at a reasonable cost, or if there is any substantial delay in the delivery of imported water through the State Water Project.

## SAVING CLAUSES

(a) Nothing in this Judgment precludes San Bernardino Valley, Western, or any other party from exercising such rights as it may have or obtain under law to spread, store underground and recapture imported water, provided that any such use of the underground storage capacity of the San Bernardino Basin Area by Western or any entity within it shall not interfere with any replenishment program of the Basin Area.

(b) Changes in the place and kind of water use, and in the transfer of rights to the use of water, may be made in the absence of injury to others or prejudice to the obligations of either San Bernardino Valley or Western under Judgment or the Orange County Judgment.

(c) If any Plaintiff shall desire to transfer all or any of its water rights to extract water within San Bernardino Valley to a person, firm, or corporation, public or private, who or which is not then bound by this Judgment, such Plaintiff shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights. Such appearance and assumption of obligation shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Plaintiff shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Plaintiff shall have appeared in this action

1 and filed a valid and effective express assumption of the  
2 obligations imposed upon such Plaintiff under this Judgment as  
3 to such transferred water rights, such transferring Plaintiff  
4 shall thereupon be discharged from all obligations hereunder.  
5 If any Plaintiff shall cease to own any rights in and to the water  
6 supply declared herein and shall have caused the appearance and  
7 assumption provided for in the third preceding sentence with  
8 respect to each voluntary transfer, then upon application to  
9 this Court and after notice and hearing such Plaintiff shall  
10 thereupon be relieved and discharged from all further  
11 obligations hereunder. Any such discharge of any Plaintiff  
12 hereunder shall not impair the aggregate rights of defendant  
13 San Bernardino Valley or the responsibility hereunder of the  
14 remaining Plaintiffs or any of the successors.

15 (d) Non-use of any right to take water as provided  
16 herein shall not result in any loss of the right. San  
17 Bernardino Valley does not guarantee any of the rights set out  
18 herein for Western and the other Plaintiffs as against the  
19 claims of third parties not bound hereby. If Western or the  
20 other Plaintiffs herein should be prevented by acts of third  
21 parties within San Bernardino County from extracting the  
22 amounts of water allowed them by this Judgment, they shall have  
23 the right to apply to this Court for any appropriate relief,  
24 including vacation of this Judgment, in which latter case all  
25 parties shall be restored to their status prior to this  
26 Judgment insofar as possible.

27 (e) Any replenishment obligation imposed hereunder  
28 on San Bernardino Valley may be deferred until imported water  
29 first is available to San Bernardino Valley under its contract  
30 with the California Department of Water Resources and the  
31

1 obligation so accumulated may be discharged in five  
2 approximately equal annual installments thereafter.

3 (f) No agreement has been reached concerning the  
4 method by which the cost of providing replenishment will be  
5 financed, and no provision of this Judgment, nor its failure  
6 to contain any provision, shall be construed to reflect any  
7 agreement relating to the taxation or assessment of extractions.  
8

9 XVI

10 EFFECTIVE DATE

11  
12 The provisions of Paragraphs III and V to XII of this  
13 Judgment shall be in effect from and after January 1, 1971;  
14 the remaining provisions are in effect immediately.  
15

16 XVII

17 COSTS

18 No party shall recover its costs herein as against  
19 any other party.  
20

21 THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

22 DATED: *April 17, 1969*  
23

24  
25 ENTERED

26  
27 APR 17 1969

28  
29 *[Signature]*  
30 JUDGE OF THE SUPERIOR COURT  
31  
32

JUDGMENT BOOK *124* PG *42*



# Appendix C    Rialto Basin Decree

259

23

1 SURR & HELLYER  
 2 Attorneys at Law  
 3 599 Arrowhead Avenue  
 4 San Bernardino, California  
 5 Telephone: TURNER 4-4704  
 6  
 7 Attorneys for Lytle Creek Water and  
 8 Improvement Company and Citizens  
 9 Land and Water Company of Bloomington

*James A. Stone*  
 Entered *Dec 15 1961*  
 E. 167  
 V. Deputies & Justice Clerk  
 By *James A. Stone*  
 DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF SAN BERNARDINO

SURR & HELLYER  
 Attorneys at Law  
 San Bernardino, California

11 THE LYTLE CREEK WATER AND IMPROVEMENT )  
 12 COMPANY, a corporation, )  
 13 )  
 14 ) Plaintiff, )  
 15 )  
 16 vs. )  
 17 )  
 18 FONTANA RANCHOS WATER COMPANY, a corpor- )  
 19 ation; HIGHLAND AVENUE WATER COMPANY, a )  
 20 corporation; CITIZENS LAND AND WATER COMPANY )  
 21 OF BLOOMINGTON, a corporation; CITY OF RIALTO, )  
 22 a municipal corporation; and CITY OF COLTON, a )  
 23 municipal corporation; et al., )  
 24 )  
 25 ) Defendants. )

No. 81264 -  
DECREE

20 WHEREAS, there has been filed in the above-entitled action a  
 21 Stipulation for Judgment duly executed by and on the part of each and all of  
 22 the following named parties to said action (who are collectively hereinafter  
 23 referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Im-  
 24 provement Company, a corporation (hereinafter referred to as "Lytle Creek");  
 25 Citizens Land and Water Company of Bloomington, a corporation (hereinafter  
 26 referred to as "Citizens"); Fontana Union Water Company, a corporation (here-  
 27 inafter referred to as "Fontana Union"); City of Colton, a municipal corporation  
 28 (hereinafter referred to as "Colton"); City of Rialto, a municipal corporation  
 29 (hereinafter referred to as "Rialto"); and Semi-Tropic County Water District, a  
 30 county water district organized and existing under the California County Water  
 31 District Law (hereinafter referred to as "Semi-Tropic"); and  
 32 WHEREAS, the Fontana Union was sued herein as John Doe

2195 M43

SURR & HELLYER  
ATTORNEYS AT LAW  
SAN BERNARDINO, CALIFORNIA

1 Company No. 1, a corporation, and the Complaint herein should be amended  
2 accordingly; and

3 WHEREAS it appears that Semi-Tropic should be joined as a  
4 defendant in this action; and

5 WHEREAS, the action has been dismissed as to each of the  
6 defendants Fontana Rancho Water Company, a corporation, and Highland  
7 Avenue Water Company, a corporation; and

8 WHEREAS the Court has heard and considered evidence on the  
9 part of the various stipulating parties; and

10 WHEREAS the parties have in said Stipulation for Judgment  
11 waived Findings of Fact and Conclusions of Law;

12  
13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
14 DECREED as follows:

15 1. The Complaint herein is hereby amended to set forth the true  
16 name of the defendant John Doe Company No. 1, a corporation, which is  
17 Fontana Union Water Company, a corporation.

18 2. Semi-Tropic County Water District is hereby joined as a  
19 defendant in this action.

20 3. As used herein the terms listed below shall have the respec-  
21 tive meanings next following them, viz:

22 (a) "Rivito Basin" or "Basin" shall mean that certain terri-  
23 tory in the County of San Bernardino, State of California, which is more par-  
24 ticularly described on Exhibit "I".

25 (b) "Year" shall mean a twelve month period commencing on  
26 October 1 and ending on the next following September 30.

27 (c) "Acre Foot" of water shall mean that quantity of water  
28 which will cover one acre to a depth of one foot, also being 43,560 cubic  
29 feet, and which also is equal to a flow of 25,208 miner's inches of water for  
30 24 hours.

31 4. Except as provided herein no stipulating party shall have any  
32 priority to take water from the Basin, and the rights of the parties to take

1 water from the Basin as between themselves are set forth herein.

2 5. Subject to the pro rata reductions hereinafter set forth, the  
3 amount of water in acre feet to which the stipulating parties are respectively  
4 entitled to extract from the Basin in each year are as follows:

5 Colton	3,010 acre feet
6 Rialto	1,580 acre feet
7 Citizens	3,260 acre feet
8 Fontana Union	550 acre feet
9 Lytle Creek	3,600 acre feet
10 Semi-Tropic	-0- acre feet

11 6. The following described wells in the Basin are designated  
12 and referred to herein as index wells for the purpose of determining the ele-  
13 vation above sea level of the ground waters within the Basin. These wells  
14 are as follows:

15 (a) "Duncan Well" - presently owned by Rialto, having  
16 State Location No. 1S/SW-3A1, State Serial No. D-1084, located 109 feet  
17 South of the center line of Baseline and 233 feet West of the center line of  
18 Cactus Avenue.

19 (b) "Willow Street Well" - presently owned by Lytle Creek,  
20 having State Location No. 1S/SW-2K1, State Serial No. D-1085, located 202  
21 feet East of the center line of Willow Street and 133 feet North of the center  
22 line of Victoria Avenue.

23 (c) "Boyd Well" - presently owned by Citizens, having  
24 State Location No. 1S/SW-12L1, State Serial No. D-1095, located 109 feet West  
25 of the center line of Eucalyptus Street and 155 feet North of the center line of  
26 Wilson Street.

27 For the purpose of determination of the elevation of water above  
28 sea level in the said index wells, the elevation above sea level of each of  
29 the index wells is established as follows:

30 (a) "Duncan Well"	1352.79
31 (b) "Willow Street Well"	1287.00
32 (c) "Boyd Well"	1177.19

If for any reason any or all of said wells shall not be available

1 for measurement the identity and location of a substitute index well or wells  
2 may be determined by a written stipulation executed by at least three-fourths  
3 in number of the stipulating parties (or their successor(s) in interest) and  
4 filed in this action, or in default of said stipulation, by order of this Court.

5 The elevation of the water level above sea level of each of  
6 the index wells shall be measured in each of the months of March, April,  
7 and May in each year. Each stipulating party shall be entitled from time to  
8 time to designate one individual to be present and observe such measurements.  
9 Measurements shall be made by the owners of the respective wells or such  
10 other person, firm or corporation which three-fourths in number of the stipu-  
11 lating parties shall designate to do so. Such measurements shall be made  
12 at such times as the index well measured is not being pumped and has not  
13 been pumped within the preceding twenty-four hours.

14 7. As used herein the term "spring-high water level" for a year  
15 at each of the index wells shall mean the highest elevation in feet above  
16 sea level of the surface of the water table which shall be measured in each  
17 respective index well at any one of the monthly measurements during either  
18 March, April, or May.

19 In any year in which the average of the elevation of the  
20 spring-high water level in the three index wells is above elevation 1002.3  
21 feet above mean sea level, no stipulating party shall be limited in the amount  
22 of water which may be pumped from the Basin. However, no stipulating party  
23 shall acquire any additional right to extract water from the Basin by reason  
24 of extracting more than such party is entitled under paragraph 5 above.

25 In any year in which the average of the elevations of the  
26 spring-high water level in the three index wells is between 1002.3 feet above  
27 mean sea level and 969.7 feet above mean sea level, each party shall be  
28 entitled to pump from the Basin in such year only the amount of water to which  
29 such party is entitled as specified in paragraph 5 above.

30 In any year in which the average of the elevations of the  
31 spring-high water level in the three index wells is below 969.7 feet above  
32 mean sea level, then the amount of water which the stipulating parties shall

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be entitled to pump from the Basin during such year shall be reduced one per cent (1%) for each one (1) foot that the said average is below 969.7 feet above mean sea level, and not cumulatively to be reduced more than fifty per cent (50%).

9 If any stipulating party acquires any of the wells located within the Basin which are described on Exhibit "2", which is attached hereto and hereby incorporated herein, such party shall have the additional right to extract water from the Rialto Basin annually in the amount set forth on said Exhibit "2" opposite the description of the respective wells.

10. Each stipulating party shall maintain records of all its extractions of water from the Basin so that it can be determined therefrom what extraction of water was taken from each well or combination of wells or other water sources in the Basin from which such party received water in each year. Each stipulating party shall equip each of its wells with a water metering device which shall accurately measure the entire quantity of water pumped from the well. Each stipulating party shall allow the other stipulating parties access upon reasonable notice to the wells of such party to permit of inspection and testing the metering equipment.

Upon written demand of any stipulating party, the party keeping such records shall within thirty (30) days after receipt of such demand supply to the party making such demand or other person designated by such party in such demand a written statement of the amount of water (in acre feet) so taken from each such well or combination of wells or other sources for each year after 1961 with respect to which no such statement has previously been supplied.

11. Every provision of this judgment in favor of all applies to any party hereto and also applies to and inures to the benefit of and shall also bind all of the heirs, legal representatives, successors and assigns of such party.

12. Nothing in this judgment contained shall prevent any stipulating party from selling or otherwise disposing of or purchasing or otherwise acquiring any rights to extract water from the Basin which may be adjudged to belong to any other stipulating party; but any such right to acquire or to dispose of shall remain subject to any limitation or restrictions herein expressed

13. The stipulating parties will unite in opposing any new taking

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Attorneys at Law  
San Francisco, California

1 of water from the Basin by other than a stipulating party or parties and will  
2 prorate the expenses in making such opposition, including litigation or engi-  
3 neering expenses, provided that:

4 (a) The term "new taking" shall not include any water  
5 development in the Basin hereafter made for the sole purpose of maintaining  
6 but not increasing any quantity of water now being taken from the Basin by the  
7 person who may hereafter make such development; or in the exercise by any  
8 person of an overlying right who is not a stipulating party.

9 (b) If any stipulating party does not join in prosecuting  
10 any future suit to prevent, enjoin or limit any such new or unlawful taking,  
11 such stipulating party not so joining shall bear proratably the expenses of such  
12 suit, including attorneys' fees and engineering fees, only if final judgment  
13 is rendered in such suit preventing enjoining or limiting such taking.

14 14. No stipulating party shall be entitled to recover court  
15 costs from any other stipulating party in this proceeding.

16 15. The court will retain jurisdiction to enter modifications of  
17 this decree upon a finding of changed circumstances.

18 16. In the event through litigation of the supply of water in the  
19 Basin, or by reason of adjudication in any subsequent action, the stipulating  
20 parties in the aggregate shall be unable to pump and extract from the Basin a  
21 quantity of water so great as the aggregate water is set forth herein, the stip-  
22 ulating parties shall prorate the aggregate quantity of water available in the  
23 Basin as long as such inability shall continue.

24 17. The listing herein of any number of acre feet for any party  
25 to this action other than a stipulating party shall not be deemed an admission  
26 by any stipulating party that a non-stipulating party is entitled to any water  
27 whatsoever from the Basin, nor as to the quantity which such non-stipulating  
28 party may take from the Basin, but each such figure for any non-stipulating  
29 party is listed in order that the stipulating parties may between themselves  
30 agree as to their rights to extract water on account of acquisition of the wells  
31 of non-stipulating parties.

32 18. As between stipulating parties only no extraction of water

SUSS & HELLER  
ATTORNEYS AT LAW  
SAN FRANCISCO, CALIFORNIA

1 from the Basin by any stipulating party in excess of the amount herein provided  
2 to be taken by such party shall be deemed adverse to any other stipulating  
3 party, and each stipulating party hereby waives as against each other stipulat-  
4 ing party the right to plead any statute of limitation or latches with respect to  
5 water extracted by such party in excess of such amount.

6 19. No objection shall ever be made by any party to this judg-  
7 ment as to the interest or right of any such party as herein defined or as to the  
8 validity of this judgment not so defining such interest or right on the ground  
9 that such interest or right as so defined is not consistent with or warranted by  
10 the pleadings in this action relative thereto, and if in any case it shall appear  
11 that any such interest or right as so defined is in fact not consistent with or  
12 warranted by such pleadings then such pleadings shall be deemed and treated  
13 as amended to conform to and sustain such interest and right as herein defined,  
14 and said pleadings shall be deemed sufficient to support this judgment.

15 Each of the parties to this judgment waives all right of appeal  
16 therefrom and no appeal shall be taken by any party hereto from this judgment  
17 or any part thereof and the same shall constitute a final judgment.

18 DONE IN OPEN COURT this 22 day of November, 1964.

19  
20 J. L. H. H. H.  
21 Judge of the Superior Court  
22  
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17-5412



DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

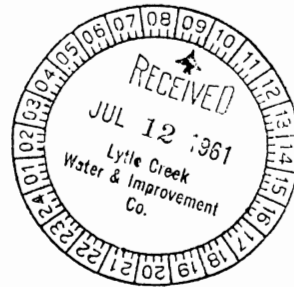
BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue; thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the centerline of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

<u>STATE WELL NUMBER</u>		<u>LOCATION</u>	<u>STIPULATED RIGHT ACRE FEET</u>
<u>Location Number</u>	<u>Serial Number</u>		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490 - 6
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490 - 6
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540 - 6
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290 23-1
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370 6
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160 6
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360 6
1N/5W-17K1	D-1170b	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90 23
1N/5W-17G1	D-1170d	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90 23
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard 0.36 miles North of Highland Avenue	40 22
1N/5W-31A1	D-1166	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370 23

Exhibit "2"

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Telephone: TUrner 4-4704

Attorneys for Lytle Creek Water and  
Improvement Company and Citizens Land  
and Water Company of Bloomington



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

THE LYTLE CREEK WATER AND IMPROVEMENT  
COMPANY, a corporation,

Plaintiff,

vs.

FONTANA RANCHOS WATER COMPANY, a cor-  
poration; HIGHLAND AVENUE WATER COMPANY,  
a corporation; CITIZENS LAND AND WATER  
COMPANY OF BLOOMINGTON, a corporation;  
CITY OF RIALTO, a municipal corporation; and  
CITY OF COLTON, a municipal corporation; et al.,

Defendants.

No. 81264

DECREE

WHEREAS, there has been filed in the above-entitled action a  
Stipulation for Judgment duly executed by and on the part of each and all of  
the following named parties to said action (who are collectively hereinafter  
referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Im-  
provement Company, a corporation (hereinafter referred to as "Lytle Creek");  
Citizens Land and Water Company of Bloomington, a corporation (hereinafter  
referred to as "Citizens"); Fontana Union Water Company, a corporation  
(hereinafter referred to as "Fontana Union"); City of Colton, a municipal cor-  
poration (hereinafter referred to as "Colton"); City of Rialto, a municipal cor-  
poration (hereinafter referred to as "Rialto"); and Semi-Tropic County Water  
District, a county water district organized and existing under the California  
County Water District Law (hereinafter referred to as "Semi-Tropic"); and

WHEREAS, the Fontana Union was sued herein as John Doe

1 Company No. 1, a corporation, and the Complaint herein should be  
2 amended accordingly; and

3 WHEREAS, it appears that Semi-Tropic should be joined as a  
4 defendant in this action; and

5 WHEREAS, the action has been dismissed as to each of the  
6 defendants Fontana Ranchos Water Company, a corporation, and Highland  
7 Avenue Water Company, a corporation; and

8 WHEREAS, the Court has heard and considered evidence on the  
9 part of the various stipulating parties; and

10 WHEREAS, the parties have in said Stipulation for Judgment  
11 waived Findings of Fact and Conclusions of Law;

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
13 DECREED as follows:

14 1. The Complaint herein is hereby amended to set forth the true  
15 name of the defendant John Doe Company No. 1, a corporation, which is  
16 Fontana Union Water Company, a corporation.

17 2. Semi-Tropic County Water District is hereby joined as a  
18 defendant in this action.

19 3. As used herein the terms listed below shall have the respec-  
20 tive meanings next following them, viz:

21 (a) "Rialto Basin" or "Basin" shall mean that certain terri-  
22 tory in the County of San Bernardino, State of California, which is more par-  
23 ticularly described upon Exhibit "1", and which also includes all percolating  
24 water and underground water and water sources underlying said territory.

25 (b) "Year" shall mean a twelve month period commencing on  
26 October 1 and ending on the next following September 30.

27 (c) "Acre Foot" of water shall mean that quantity of water  
28 which will cover one acre to a depth of one foot, also being 43,560 cubic  
29 feet, and which also is equal to a flow of 25.208 miner's inches of water for  
30 24 hours.

31 4. Except as provided herein no stipulating party shall have any  
32 priority to take water from the Basin, and the rights of the parties to take

1 water from the Basin as between themselves are set forth herein.

2 5. Subject to the pro rata reductions hereinafter set forth, the  
3 amount of water in acre feet to which the stipulating parties are respectively  
4 entitled to extract from the Basin in each year are as follows:

5 Colton	3,010 acre feet - 3900
6 Rialto	1,580 acre feet - 3100
7 Citizens	3,260 acre feet
8 Fontana Union	550 acre feet - 970 - 7400
9 Lytle Creek	3,600 acre feet

10 6. The following described wells in the Basin are designated  
11 and referred to herein as index wells for the purpose of determining the ele-  
12 vation above sea level of the ground waters within the Basin. These wells  
13 are as follows:

14 (a) "Duncan Well" - presently owned by Rialto, having  
15 State Location No. 1S/5W-3A1, State Serial No. D-1084, located 109 feet  
16 South of the center line of Baseline and 233 feet West of the center line of  
17 Cactus Avenue.

18 (b) "Willow Street Well" - presently owned by Lytle Creek,  
19 having State Location No. 1S/5W-2K1, State Serial No. D-1085, located 202  
20 feet East of the center line of Willow Street and 133 feet North of the center  
21 line of Victoria Avenue.

22 (c) "Boyd Well" - presently owned by Citizens, having State  
23 Location No. 1S/5W-12L1, State Serial No. D-1095, located 109 feet West of  
24 the center line of Eucalyptus Street and 155 feet North of the center line of  
25 Wilson Street.

26 For the purpose of determination of the elevation of water above  
27 sea level in the said index wells, the elevation above sea level of each of  
28 the index wells is established as follows:

- 29 (a) "Duncan Well"  
30 (b) "Willow Street Well"  
31 (c) "Boyd Well"

32 If for any reason any or all of said wells shall not be available

1 for measurement, the identity and location of a substitute index well or wells  
2 may be determined by a written stipulation executed by at least three-fourths  
3 in number of the stipulating parties (or their successor(s) in interest) and  
4 filed in this action, or in default of said stipulation, by order of this Court.

5 The elevation of the water level above sea level of each of  
6 the index wells shall be measured in each of the months of March, April,  
7 and May in each year. Each stipulating party shall be entitled from time to  
8 time to designate one individual to be present and observe such measurements.  
9 Measurements shall be made by the owners of the respective wells or such  
10 other person, firm or corporation which three-fourths in number of the stipu-  
11 lating parties shall designate to do so. Such measurements shall be made  
12 at such times as the index well measured is not being pumped and has not  
13 been pumped within the preceding twenty-four hours.

14 7. As used herein the term "spring-high water level" for a year  
15 at each of the index wells shall mean the highest elevation in feet above  
16 sea level of the surface of the water table which shall be measured in each  
17 respective index well at any one of the monthly measurements during either  
18 March, April, or May.

19 In any year in which the average of the elevation of the  
20 spring-high water level in the three index wells is above elevation 1002.3  
21 feet above mean sea level, no stipulating party shall be limited in the amount  
22 of water which may be pumped from the Basin. However, no stipulating party  
23 shall acquire any additional right to extract water from the Basin by reason  
24 of extracting more than such party is entitled under paragraph 5 above.

25 In any year in which the average of the elevations of the  
26 spring-high water level in the three index wells is between 1002.3 feet above  
27 mean sea level and 969.7 feet above mean sea level, each party shall be  
28 entitled to pump from the Basin in such year only the amount of water to which  
29 such party is entitled as specified in paragraph 5 above.

30 In any year in which the average of the elevations of the  
31 spring-high water level in the three index wells is below 969.7 feet above  
32 mean sea level, then the amount of water which the stipulating parties shall

1 be entitled to pump from the Basin during such year shall be reduced ten  
2 per cent (10%) for each one (1) foot that the said average is below 969.7 feet  
3 above mean sea level.

4 9. If any stipulating party acquires any of the wells located  
5 within the Basin which are described on Exhibit "2", which is attached  
6 hereto and hereby incorporated herein, such party shall have the additional  
7 right to extract water from the Rialto Basin annually in the amount set forth  
8 on said Exhibit "2" opposite the description of the respective wells.

9 10. Each stipulating party shall maintain records of all extrac-  
10 tions of water from the Basin so that it can be determined therefrom what  
11 extraction of water was taken from each well or combination of wells or  
12 other water sources in the Basin from which such party received water in  
13 each year.

14 Upon written demand of any stipulating party, the party  
15 keeping such records shall within thirty (30) days after receipt of such demand  
16 supply to the party making such demand, or other person designated by such  
17 party in such demand, a written statement of the amount of water (in acre  
18 feet) so taken from each such well or combination of wells or other sources  
19 for each year after 1961 with respect to which no such statement has pre-  
20 viously been supplied.

21 11. Every provision of this judgment in favor of all applies to  
22 any party hereto and also applies to and inures to the benefit of and shall  
23 also bind all of the heirs, legal representatives, successors and assigns  
24 of such party.

25 12. Nothing in this judgment contained shall prevent any stipu-  
26 lating party from selling or otherwise disposing of or purchasing or otherwise  
27 acquiring any rights to extract water from the Basin which may be adjudged to  
28 belong to any other stipulating party; but any such right to acquire or so dis-  
29 pose of shall remain subject to any limitation or restrictions herein expressed.

30 13. The stipulating parties will unite in opposing any new taking  
31 of water from the Basin other than a stipulating party or parties and will pro-  
32 rate the expenses in making such opposition, including litigation or engineer-

1 ing expenses, provided that:

2 (a) The term "new taking" shall not include any water develop-  
3 ment in the Basin hereafter made for the sole purpose of maintaining but not  
4 increasing any quantity of water now being taken from the Basin by the person  
5 who may hereafter make such development.

6 (b) If any stipulating party does not join in prosecuting any  
7 future suit to prevent, enjoin or limit any such new or unlawful taking, such  
8 stipulating party not so joining shall bear proratably the expenses of such suit,  
9 including attorneys' fees and engineering fees, only if final judgment is ren-  
10 dered in such suit preventing enjoining or limiting such taking.

11 14. No stipulating party shall be entitled to recover court costs  
12 from any other stipulating party in this proceeding.

13 15. The Court will render jurisdiction to enter modifications of this  
14 decree.

15 16. In the event through litigation of the supply of water in the  
16 Basin, or by reason of adjudication in any subsequent action, the stipulating  
17 parties in the aggregate shall be unable to pump and extract from the Basin a  
18 quantity of water so great as the aggregate water is set forth herein, the stipu-  
19 lating parties shall prorate the aggregate quantity of water available in the  
20 Basin as long as such inability shall continue.

21 17. The listing herein of any number of acre feet for any party to  
22 this action other than a stipulating party shall not be deemed an admission by  
23 any stipulating party that a non-stipulating party is entitled to any water what-  
24 soever from the Basin, nor as to the quantity which such non-stipulating party  
25 may take from the Basin, but each such figure for any non-stipulating party  
26 is listed in order that the stipulating parties may between themselves agree  
27 as to their rights to extract water on account of acquisition of the wells of  
28 non-stipulating parties.

29 18. As between stipulating parties only no extraction of water from  
30 the Basin by any stipulating party in excess of the amount herein provided to  
31 be taken by such party shall be deemed adverse to any other stipulating party,  
32 and each stipulating party hereby waives as against each other stipulating



1 party the right to plead any statute of limitation or latches with respect to  
2 water extracted by such party in excess of such amount.

3 19. No objection shall ever be made by any party to this judgment  
4 as to the interest or right of any such party as herein defined or as to the vali-  
5 dity of this judgment not so defining such interest or right on the ground that  
6 such interest or right as so defined is not consistent with or warranted by the  
7 pleadings in this action relative thereto, and if in any case it shall appear  
8 that any such interest or right as so defined is in fact not consistent with or  
9 warranted by such pleadings then such pleadings shall be deemed and treated  
10 as amended to conform to and sustain such interest and right as herein defined,  
11 and said pleadings shall be deemed sufficient to support this judgment.

12 Each of the parties to this judgment waives all right of appeal  
13 therefrom and no appeal shall be taken by any party hereto from this judgment  
14 or any part thereof and the same shall constitute a final judgment.

15 DONE IN OPEN COURT this \_\_\_\_ day of \_\_\_\_\_, 1961.

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17 \_\_\_\_\_  
18 Judge of the Superior Court  
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DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue; thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the centerline of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

<u>STATE WELL NUMBER</u>		<u>LOCATION</u>	<u>STIPULATED RIGHT ACRE FEET</u>
<u>Location Number</u>	<u>Serial Number</u>		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490 <i>R.A.T.</i>
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490 <i>R.A.T.</i>
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540 <i>R.A.T.</i>
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290 <i>S.B.</i>
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370 <i>1000</i>
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160 <i>1000</i>
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360 <i>1000</i>
1N/5W-17K1	1170-B	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90 <i>1000</i>
1N/5W-17G1	D-1170	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90 <i>1000</i>
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard .036 miles North of Highland Avenue	70 <i>1000</i>
1N/5W-31A1	D-1176	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370 <i>1000</i>

# Appendix D Chino Basin Watermaster Judgement

Rec'd J. Stark  
Jan 27, 1978  
td

Routing  
Note  
Index  
Supervisor  
Asst. Co. Clerk  
Secretary  
Exhibits  
LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
SUITE 201  
2061 BUSINESS CENTER DRIVE  
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(714) 752-8971

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Attorneys for Plaintiff

FILED  
JAN 30 AM 11 41  
FILED - West District  
San Bernardino County Clerk  
OCT 26 1989  
Carr Jennings  
Cortese

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,  
  
Plaintiff,  
  
v.  
  
CITY OF CHINO, et al.  
  
Defendants.

MICROFILMED

No. 164327

REN 51010

JUDGMENT



JUDGMENT  
TABLE OF CONTENTS

	Page
I. INTRODUCTION . . . . .	1
1. Pleadings, Parties and Jurisdiction . . .	1
2. Stipulation for Judgment . . . . .	2
3. Trial; Findings and Conclusions . . . . .	2
4. Definitions . . . . .	2
5. Exhibits . . . . .	5
II. DECLARATION OF RIGHTS . . . . .	6
A. HYDROLOGY . . . . .	6
6. Safe Yield . . . . .	6
7. Overdraft and Prescriptive Circumstances .	6
B. WATER RIGHTS IN SAFE YIELD . . . . .	6
8. Overlying Rights . . . . .	6
9. Appropriative Rights . . . . .	7
10. Rights of the State of California . . . .	8
C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY	8
11. Available Ground Water Storage Capacity. .	8
12. Utilization of Available Ground Water	
Capacity . . . . .	8
III. INJUNCTION . . . . .	9
13. Injunction Against Unauthorized Production	
of Basin Water . . . . .	9
14. Injunction Against Unauthorized Storage or	
Withdrawal of Stored Water . . . . .	10
IV. CONTINUING JURISDICTION . . . . .	10
15. Continuing Jurisdiction . . . . .	10
V. WATERMASTER . . . . .	12

	<u>Page</u>
1	
2	A. APPOINTMENT . . . . . 12
3	16. Watermaster Appointment . . . . . 12
4	B. POWERS AND DUTIES . . . . . 12
5	17. Powers and Duties . . . . . 12
6	18. Rules and Regulations . . . . . 12
7	19. Acquisition of Facilities . . . . . 13
8	20. Employment of Experts and Agents . . . . . 13
9	21. Measuring Devices . . . . . 13
10	22. Assessments . . . . . 14
11	23. Investment of Funds . . . . . 14
12	24. Borrowing . . . . . 14
13	25. Contracts . . . . . 14
14	26. Cooperation With Other Agencies . . . . . 14
15	27. Studies . . . . . 14
16	28. Ground Water Storage Agreements . . . . . 15
17	29. Accounting for Stored Water . . . . . 15
18	30. Annual Administrative Budget. . . . . 15
19	31. Review Procedures . . . . . 16
20	C. ADVISORY AND POOL COMMITTEES . . . . . 17
21	32. Authorization . . . . . 17
22	33. Term and Vacancies . . . . . 18
23	34. Voting Power . . . . . 18
24	35. Quorum . . . . . 18
25	36. Compensation . . . . . 19
26	37. Organization . . . . . 19
27	38. Powers and Functions . . . . . 21
28	VI. PHYSICAL SOLUTION . . . . . 23



1		Page
2	A. GENERAL . . . . .	23
3	39. Purpose and Objective . . . . .	23
4	40. Need for Flexibility . . . . .	23
5	41. Watermaster Control . . . . .	23
6	42. General Pattern of Operations . . . . .	24
7	B. POOLING . . . . .	24
8	43. Multiple Pools Established . . . . .	24
9	44. Determination and Allocation of Rights to	
10	Safe Yield of Chino Basin . . . . .	25
11	45. Annual Replenishment . . . . .	25
12	46. Initial Pooling Plans . . . . .	26
13	C. REPORTS AND ACCOUNTING . . . . .	26
14	47. Production Reports . . . . .	26
15	48. Watermaster Reports and Accounting . . . . .	26
16	D. REPLENISHMENT . . . . .	27
17	49. Sources of Supplemental Water . . . . .	27
18	50. Methods of Replenishment . . . . .	28
19	E. REVENUES . . . . .	28
20	51. Production Assessment . . . . .	28
21	52. Minimal Producers . . . . .	28
22	53. Assessment Proceeds -- Purposes . . . . .	28
23	54. Administrative Expenses . . . . .	29
24	55. Assessments -- Procedure . . . . .	29
25	56. Accumulation of Replenishment Water	
26	Assessment Proceeds . . . . .	30
27	57. Effective Date . . . . .	30
28	VII. MISCELLANEOUS PROVISIONS . . . . .	31

1		<u>Page</u>
2	58. Designation of Address for Notice and	
3	Service . . . . .	31
4	59. Service of Documents . . . . .	31
5	60. Intervention After Judgment . . . . .	32
6	61. Loss of Rights . . . . .	32
7	62. Scope of Judgment . . . . .	32
8	63. Judgment Binding on Successors . . . . .	32
9	64. Costs . . . . .	33
10	EXHIBIT "A" -- Location Map of Chino Basin . . . . .	34
11	EXHIBIT "B" -- Hydrologic Map of Chino Basin . . . . .	35
12	EXHIBIT "C" -- Parties With Overlying Agricultural Rights	36
13	EXHIBIT "D" -- Parties With Overlying Non-Agricultural	
14	Rights . . . . .	60
15	EXHIBIT "E" -- Appropriative Rights . . . . .	61
16	EXHIBIT "F" -- Overlying Agricultural Pooling Plan . . .	62
17	EXHIBIT "G" -- Overlying Non-Agricultural Pooling Plan .	65
18	EXHIBIT "H" -- Appropriative Pooling Plan . . . . .	68
19	EXHIBIT "I" -- Engineering Appendix . . . . .	79
20	EXHIBIT "J" -- Map of In Lieu Area No. 1 . . . . .	82
21	EXHIBIT "K" -- Legal Description of Chino Basin . . . .	83

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER  
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.

Defendants.

No. 164327

JUDGMENT

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction. The complaint herein was filed on January 2, 1975, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. A first amended complaint was filed on July 16, 1976. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. By answers and order of this Court, the issues have been made those of a full inter se adjudication between the

1 parties. This Court has jurisdiction of the subject matter of  
2 this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of  
4 judgment has been filed by and on behalf of a majority of the  
5 parties, representing a majority of the quantitative rights herein  
6 adjudicated.

7 3. Trial; Findings and Conclusions. Trial was commenced on  
8 December 16, 1977, as to the non-stipulating parties, and findings  
9 of fact and conclusions of law have been entered disposing of the  
10 issues in the case.

11 4. Definitions. As used in this Judgment, the following  
12 terms shall have the meanings herein set forth:

13 (a) Active Parties. All parties other than those who  
14 have filed with Watermaster a written waiver of service of  
15 notices, pursuant to Paragraph 58.

16 (b) Annual or Year -- A fiscal year, July 1 through  
17 June 30, following, unless the context shall clearly indicate  
18 a contrary meaning.

19 (c) Appropriative Right -- The annual production right  
20 of a producer from the Chino Basin other than pursuant to an  
21 overlying right.

22 (d) Basin Water -- Ground water within Chino Basin which  
23 is part of the Safe Yield, Operating Safe Yield, or replen-  
24 ishment water in the Basin as a result of operations under the  
25 Physical Solution decreed herein. Said term does not include  
26 Stored Water.

27 (e) CBMWD -- Plaintiff Chino Basin Municipal Water  
28 District.

1 (f) Chino Basin or Basin -- The ground water basin  
2 underlying the area shown as such on Exhibit "B" and within  
3 the boundaries described in Exhibit "K".

4 (g) Chino Basin Watershed -- The surface drainage area  
5 tributary to and overlying Chino Basin.

6 (h) Ground Water -- Water beneath the surface of the  
7 ground and within the zone of saturation, i.e., below the  
8 existing water table.

9 (i) Ground Water Basin -- An area underlain by one or  
10 more permeable formations capable of furnishing substantial  
11 water storage.

12 (j) Minimal Producer -- Any producer whose production  
13 does not exceed five acre-feet per year.

14 (k) MWD -- The Metropolitan Water District of Southern  
15 California.

16 (l) Operating Safe Yield -- The annual amount of ground  
17 water which Watermaster shall determine, pursuant to criteria  
18 specified in Exhibit "I", can be produced from Chino Basin by  
19 the Appropriative Pool parties free of replenishment obliga-  
20 tion under the Physical Solution herein.

21 (m) Overdraft -- A condition wherein the total annual  
22 production from the Basin exceeds the Safe Yield thereof.

23 (n) Overlying Right -- The appurtenant right of an owner  
24 of lands overlying Chino Basin to produce water from the Basin  
25 for overlying beneficial use on such lands.

26 (o) Person. Any individual, partnership, association,  
27 corporation, governmental entity or agency, or other organ-  
28 ization.

1 (p) PVMWD -- Defendant Pomona Valley Municipal Water  
2 District.

3 (q) Produce or Produced -- To pump or extract ground  
4 water from Chino Basin.

5 (r) Producer -- Any person who produces water from Chino  
6 Basin.

7 (s) Production -- Annual quantity, stated in acre feet,  
8 of water produced.

9 (t) Public Hearing -- A hearing after notice to all  
10 parties and to any other person legally entitled to notice.

11 (u) Reclaimed Water -- Water which, as a result of  
12 processing of waste water, is suitable for a controlled use.

13 (v) Replenishment Water -- Supplemental water used to  
14 recharge the Basin pursuant to the Physical Solution, either  
15 directly by percolating the water into the Basin or indirectly  
16 by delivering the water for use in lieu of production and use  
17 of safe yield or Operating Safe Yield.

18 (w) Responsible Party -- The owner, co-owner, lessee or  
19 other person designated by multiple parties interested in a  
20 well as the person responsible for purposes of filing reports  
21 hereunder.

22 (x) Safe Yield -- The long-term average annual quantity  
23 of ground water (excluding replenishment or stored water but  
24 including return flow to the Basin from use of replenishment  
25 or stored water) which can be produced from the Basin under  
26 cultural conditions of a particular year without causing an  
27 undesirable result.

28 (y) SBVMWD -- San Bernardino Valley Municipal Water

District.

(z) State Water -- Supplemental Water imported through the State Water Resources Development System, pursuant to Chapter 8, Division 6, Part 6 of the Water Code.

(aa) Stored Water -- Supplemental water held in storage, as a result of direct spreading, in lieu delivery, or otherwise, for subsequent withdrawal and use pursuant to agreement with Watermaster.

(bb) Supplemental Water -- Includes both water imported to Chino Basin from outside Chino Basin Watershed, and re-claimed water.

(cc) WMWD -- Defendant Western Municipal Water District of Riverside County.

5. List of Exhibits. The following exhibits are attached to this Judgment and made a part hereof:

"A" -- "Location Map of Chino Basin" showing boundaries of Chino Basin Municipal Water District, and other geographic and political features.

"B" -- "Hydrologic Map of Chino Basin" showing hydrologic features of Chino Basin.

"C" -- Table Showing Parties in Overlying (Agricultural) Pool.

"D" -- Table Showing Parties in Overlying (Non-agricultural Pool and Their Rights.

"E" -- Table Showing Appropriators and Their Rights.

"F" -- Overlying (Agricultural) Pool Pooling Plan.

"G" -- Overlying (Non-agricultural) Pool Pooling Plan.

"H" -- Appropriative Pool Pooling Plan.

1 "I" -- Engineering Appendix.

2 "J" -- Map of In Lieu Area No. 1.

3 "K" -- Legal Description of Chino Basin.

4  
5 II. DECLARATION OF RIGHTS

6 A. HYDROLOGY

7 6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre  
8 feet per year.

9 7. Overdraft and Prescriptive Circumstances. In each year  
10 for a period in excess of five years prior to filing of the First  
11 Amended Complaint herein, the Safe Yield of the Basin has been  
12 exceeded by the annual production therefrom, and Chino Basin is and  
13 has been for more than five years in a continuous state of over-  
14 draft. The production constituting said overdraft has been open,  
15 notorious, continuous, adverse, hostile and under claim of right.  
16 The circumstances of said overdraft have given notice to all  
17 parties of the adverse nature of such aggregate over-production.

18 B. WATER RIGHTS IN SAFE YIELD

19 8. Overlying Rights. The parties listed in Exhibits "C" and  
20 "D" are the owners or in possession of lands which overlie Chino  
21 Basin. As such, said parties have exercised overlying water  
22 rights in Chino Basin. All overlying rights owned or exercised by  
23 parties listed in Exhibits "C" and "D" have, in the aggregate, been  
24 limited by prescription except to the extent such rights have been  
25 preserved by self-help by said parties. Aggregate preserved  
26 overlying rights in the Safe Yield for agricultural pool use,  
27 including the rights of the State of California, total 82,800 acre  
28 feet per year. Overlying rights for non-agricultural pool use



1 total 7,366 acre feet per year and are individually decreed for  
2 each affected party in Exhibit "D". No portion of the Safe Yield  
3 of Chino Basin exists to satisfy unexercised overlying rights, and  
4 such rights have all been lost by prescription. However, uses may  
5 be made of Basin Water on overlying lands which have no preserved  
6 overlying rights pursuant to the Physical Solution herein. All  
7 overlying rights are appurtenant to the land and cannot be assigned  
8 or conveyed separate or apart therefrom.

9 9. Appropriative Rights. The parties listed in Exhibit "E"  
10 are the owners of appropriative rights, including rights by pres-  
11 cription, in the unadjusted amounts therein set forth, and by  
12 reason thereof are entitled under the Physical Solution to share in  
13 the remaining Safe Yield, after satisfaction of overlying rights  
14 and rights of the State of California, and in the Operating Safe  
15 Yield in Chino Basin, in the annual shares set forth in Exhibit  
16 "E".

17 (a) Loss of Priorities. By reason of the long continued  
18 overdraft in Chino Basin, and in light of the complexity of  
19 determining appropriative priorities and the need for con-  
20 serving and making maximum beneficial use of the water re-  
21 sources of the State, each and all of the parties listed in  
22 Exhibit "E" are estopped and barred from asserting special  
23 priorities or preferences, inter se. All of said appropri-  
24 ative rights are accordingly deemed and considered of equal  
25 priority.

26 (b) Nature and Quantity. All rights listed in Exhibit  
27 "E" are appropriative and prescriptive in nature. By reason  
28 of the status of the parties, and the provisions of Section

1 1007 of the Civil Code, said rights are immune from reduction  
2 or limitation by prescription.

3 10. Rights of the State of California. The State of  
4 California, by and through its Department of Corrections, Youth  
5 Authority and Department of Fish and Game, is a significant pro-  
6 ducer of ground water from and the State is the largest owner of  
7 land overlying Chino Basin. The precise nature and scope of the  
8 claims and rights of the State need not be, and are not, defined  
9 herein. The State, through said departments, has accepted the  
10 Physical Solution herein decreed, in the interests of implementing  
11 the mandate of Section 2 of Article X of the California Constitu-  
12 tion. For all purposes of this Judgment, all future production by  
13 the State or its departments or agencies for overlying use on  
14 State-owned lands shall be considered as agricultural pool use.

15 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

16 11. Available Ground Water Storage Capacity. There exists in  
17 Chino Basin a substantial amount of available ground water storage  
18 capacity which is not utilized for storage or regulation of Basin  
19 Waters. Said reservoir capacity can appropriately be utilized for  
20 storage and conjunctive use of supplemental water with Basin  
21 Waters. It is essential that said reservoir capacity utilization  
22 for storage and conjunctive use of supplemental water be undertaken  
23 only under Watermaster control and regulation, in order to protect  
24 the integrity of both such Stored Water and Basin Water in storage  
25 and the Safe Yield of Chino Basin.

26 12. Utilization of Available Ground Water Capacity. Any  
27 person or public entity, whether a party to this action or not, may  
28 make reasonable beneficial use of the available ground water

1 storage capacity of Chino Basin for storage of supplemental water;  
2 provided that no such use shall be made except pursuant to written  
3 agreement with Watermaster, as authorized by Paragraph 28. In the  
4 allocation of such storage capacity, the needs and requirements of  
5 lands overlying Chino Basin and the owners of rights in the Safe  
6 Yield or Operating Safe Yield of the Basin shall have priority and  
7 preference over storage for export.

8  
9 III. INJUNCTION

10 13. Injunction Against Unauthorized Production of Basin  
11 Water. Each party in each of the respective pools is enjoined, as  
12 follows:

13 (a) Overlying (Agricultural) Pool. Each party in the  
14 Overlying (Agricultural) Pool, its officers, agents, employees,  
15 successors and assigns, is and they each are ENJOINED AND  
16 RESTRAINED from producing ground water from Chino Basin in any  
17 year hereafter in excess of such party's correlative share of  
18 the aggregate of 82,800 acre feet allocated to said Pool,  
19 except pursuant to the Physical Solution or a storage water  
20 agreement.

21 (b) Overlying (Non-Agricultural) Pool. Each party in  
22 the Overlying (Non-agricultural) Pool, its officers, agents,  
23 employees, successors and assigns, is and they each are  
24 ENJOINED AND RESTRAINED from producing ground water of Chino  
25 Basin in any year hereafter in excess of such party's decreed  
26 rights in the Safe Yield, except pursuant to the provisions of  
27 the Physical Solution or a storage water agreement.

28 (c) Appropriative Pool. Each party in the

1       Appropriative Pool, its officers, agents, employees, successors  
2       and assigns, is and they are each ENJOINED AND RESTRAINED from  
3       producing ground water of Chino Basin in any year hereafter in  
4       excess of such party's decreed share of Operating Safe Yield,  
5       except pursuant to the provisions of the Physical Solution or  
6       a storage water agreement.

7       14. Injunction Against Unauthorized Storage or Withdrawal  
8       of Stored Water. Each party, its officers, agents, employees,  
9       successors and assigns is and they each are ENJOINED AND RESTRAINED  
10      from storing supplemental water in Chino Basin for withdrawal, or  
11      causing withdrawal of, water stored by that party, except pursuant  
12      to the terms of a written agreement with Watermaster and in  
13      accordance with Watermaster regulations. Any supplemental water  
14      stored or recharged in the Basin, except pursuant to such a Water-  
15      master agreement, shall be deemed abandoned and not classified as  
16      Stored Water. This paragraph has no application, as such, to  
17      supplemental water spread or provided in lieu by Watermaster pur-  
18      suant to the Physical Solution.

19  
20                                   IV. CONTINUING JURISDICTION

21       15. Continuing Jurisdiction. Full jurisdiction, power and  
22      authority are retained and reserved to the Court as to all matters  
23      contained in this judgment, except:

24                   (a) The redetermination of Safe Yield, as set forth in  
25                   Paragraph 6, during the first ten (10) years of operation of  
26                   the Physical Solution;

27                   (b) The allocation of Safe Yield as between the several  
28                   pools as set forth in Paragraph 44 of the Physical Solution;

1 (c) The determination of specific quantitative rights  
2 and shares in the declared Safe Yield or Operating Safe Yield  
3 herein declared in Exhibits "D" and "E"; and

4 (d) The amendment or modification of Paragraphs 7(a) and  
5 (b) of Exhibit "H", during the first ten (10) years of oper-  
6 ation of the Physical Solution, and thereafter only upon  
7 affirmative recommendation of at least 67% of the voting power  
8 (determined pursuant to the formula described in Paragraph 3  
9 of Exhibit "H"), but not less than one-third of the members  
10 of the Appropriative Pool Committee representatives of parties  
11 who produce water within CBMWD or WMWD; after said tenth year  
12 the formula set forth in said Paragraph 7(a) and 7(b) of  
13 Exhibit "H" for payment of the costs of replenishment water  
14 may be changed to 100% gross or net, or any percentage split  
15 thereof, but only in response to recommendation to the Court  
16 by affirmative vote of at least 67% of said voting power of  
17 the Appropriative Pool representatives of parties who produce  
18 ground water within CBMWD or WMWD, but not less than one-third  
19 of their number. In such event, the Court shall act in con-  
20 formance with such recommendation unless there are compelling  
21 reasons to the contrary; and provided, further, that the fact  
22 that the allocation of Safe Yield or Operating Safe Yield  
23 shares may be rendered moot by a recommended change in the  
24 formula for replenishment assessments shall not be deemed to  
25 be such a "compelling reason."

26 Said continuing jurisdiction is provided for the purpose of en-  
27 abling the Court, upon application of any party, the Watermaster,  
28 the Advisory Committee or any Pool Committee, by motion and, upon

1 at least 30 days' notice thereof, and after hearing thereon, to  
2 make such further or supplemental orders or directions as may be  
3 necessary or appropriate for interpretation, enforcement or carry-  
4 ing out of this Judgment, and to modify, amend or amplify any of  
5 the provisions of this Judgment.

6  
7 V. WATERMASTER

8 A. APPOINTMENT

9 16. Watermaster Appointment. CBMWD, acting by and through a  
10 majority of its board of directors, is hereby appointed Water-  
11 master, to administer and enforce the provisions of this Judgment  
12 and any subsequent instructions or orders of the Court hereunder.  
13 The term of appointment of Watermaster shall be for five (5) years.  
14 The Court will by subsequent orders provide for successive terms or  
15 for a successor Watermaster. Watermaster may be changed at any  
16 time by subsequent order of the Court, on its own motion, or on the  
17 motion of any party after notice and hearing. Unless there are  
18 compelling reasons to the contrary, the Court shall act in con-  
19 formance with a motion requesting the Watermaster be changed if  
20 such motion is supported by a majority of the voting power of the  
21 Advisory Committee.

22 B. POWERS AND DUTIES

23 17. Powers and Duties. Subject to the continuing supervision  
24 and control of the Court, Watermaster shall have and may exercise  
25 the express powers, and shall perform the duties, as provided in  
26 this Judgment or hereafter ordered or authorized by the Court in  
27 the exercise of the Court's continuing jurisdiction.

28 18. Rules and Regulations. Upon recommendation by the

1 Advisory Committee, Watermaster shall make and adopt, after public  
2 hearing, appropriate rules and regulations for conduct of Water-  
3 master affairs, including meeting schedules and procedures, and  
4 compensation of members of Watermaster at not to exceed \$25 per  
5 member per meeting, or \$300 per member per year, whichever is less,  
6 plus reasonable expenses related to activities within the Basin.  
7 Thereafter, Watermaster may amend said rules from time to time upon  
8 recommendation, or with approval of the Advisory Committee after  
9 hearing noticed to all active parties. A copy of said rules and  
10 regulations, and of any amendments thereof, shall be mailed to each  
11 active party.

12 19. Acquisition of Facilities. Watermaster may purchase,  
13 lease, acquire and hold all necessary facilities and equipment;  
14 provided, that it is not the intent of the Court that Watermaster  
15 acquire any interest in real property or substantial capital  
16 assets.

17 20. Employment of Experts and Agents. Watermaster may  
18 employ or retain such administrative, engineering, geologic,  
19 accounting, legal or other specialized personnel and consultants as  
20 may be deemed appropriate in the carrying out of its powers and  
21 shall require appropriate bonds from all officers and employees  
22 handling Watermaster funds. Watermaster shall maintain records for  
23 purposes of allocation of costs of such services as well as of all  
24 other expenses of Watermaster administration as between the several  
25 pools established by the Physical Solution.

26 21. Measuring Devices. Watermaster shall cause parties,  
27 pursuant to uniform rules, to install and maintain in good opera-  
28 ting condition, at the cost of each party, such necessary measuring

1 devices or meters as Watermaster may deem appropriate. Such  
2 measuring devices shall be inspected and tested as deemed necessary  
3 by Watermaster, and the cost thereof shall constitute an expense of  
4 Watermaster.

5 22. Assessments. Watermaster is empowered to levy and  
6 collect all assessments provided for in the pooling plans and  
7 Physical Solution.

8 23. Investment of Funds. Watermaster may hold and invest any  
9 and all Watermaster funds in investments authorized from time to  
10 time for public agencies of the State of California.

11 24. Borrowing. Watermaster may borrow from time to time  
12 amounts not exceeding the annual anticipated receipts of Water-  
13 master during such year.

14 25. Contracts. Watermaster may enter into contracts for the  
15 performance of any powers herein granted; provided, however, that  
16 Watermaster may not contract with or purchase materials, supplies  
17 or services from CBMWD, except upon the prior recommendation and  
18 approval of the Advisory Committee and pursuant to written order of  
19 the Court.

20 26. Cooperation With Other Agencies. Subject to prior  
21 recommendation or approval of the Advisory Committee, Watermaster  
22 may act jointly or cooperate with agencies of the United States and  
23 the State of California or any political subdivisions, munici-  
24 palities or districts or any person to the end that the purpose of  
25 the Physical Solution may be fully and economically carried out.

26 27. Studies. Watermaster may, with concurrence of the  
27 Advisory Committee or affected Pool Committee and in accordance  
28 with Paragraph 54(b), undertake relevant studies of hydrologic



1 conditions, both quantitative and qualitative, and operating  
2 aspects of implementation of the management program for Chino  
3 Basin.

4 28. Ground Water Storage Agreements. Watermaster shall  
5 adopt, with the approval of the Advisory Committee, uniformly  
6 applicable rules and a standard form of agreement for storage of  
7 supplemental water, pursuant to criteria therefor set forth in  
8 Exhibit "I". Upon appropriate application by any person, Water-  
9 master shall enter into such a storage agreement; provided that all  
10 such storage agreements shall first be approved by written order of  
11 the Court, and shall by their terms preclude operations which will  
12 have a substantial adverse impact on other producers.

13 29. Accounting for Stored Water. Watermaster shall calculate  
14 additions, extractions and losses and maintain an annual account of  
15 all Stored Water in Chino Basin, and any losses of water supplies  
16 or Safe Yield of Chino Basin resulting from such Stored Water.

17 30. Annual Administrative Budget. Watermaster shall submit  
18 to Advisory Committee an administrative budget and recommendation  
19 for each fiscal year on or before March 1. The Advisory Committee  
20 shall review and submit said budget and their recommendations to  
21 Watermaster on or before April 1, following. Watermaster shall  
22 hold a public hearing on said budget at its April quarterly meeting  
23 and adopt the annual administrative budget which shall include the  
24 administrative items for each pool committee. The administrative  
25 budget shall set forth budgeted items in sufficient detail as  
26 necessary to make a proper allocation of the expense among the  
27 several pools, together with Watermaster's proposed allocation.  
28 The budget shall contain such additional comparative information

1 or explanation as the Advisory Committee may recommend from time  
2 to time. Expenditures within budgeted items may thereafter be  
3 made by Watermaster in the exercise of powers herein granted, as a  
4 matter of course. Any budget transfer in excess of 20% of a  
5 budget category during any budget year or modification of such  
6 administrative budget during any year shall be first submitted to  
7 the Advisory Committee for review and recommendation.

8 31. Review Procedures. All actions, decisions or rules of  
9 Watermaster shall be subject to review by the Court on its own  
10 motion or on timely motion by any party, the Watermaster (in the  
11 case of a mandated action), the Advisory Committee, or any Pool  
12 Committee, as follows:

13 (a) Effective Date of Watermaster Action. Any action,  
14 decision or rule of Watermaster shall be deemed to have  
15 occurred or been enacted on the date on which written  
16 notice thereof is mailed. Mailing of copies of approved  
17 Watermaster minutes to the active parties shall constitute  
18 such notice to all parties.

19 (b) Noticed Motion. Any party, the Watermaster (as  
20 to any mandated action), the Advisory Committee, or any  
21 Pool Committee may, by a regularly noticed motion, apply  
22 to the Court for review of any Watermaster's action,  
23 decision or rule. Notice of such motion shall be served  
24 personally or mailed to Watermaster and to all active  
25 parties. Unless otherwise ordered by the Court, such  
26 motion shall not operate to stay the effect of such  
27 Watermaster action, decision or rule.  
28 - - - - -

1 (c) Time for Motion. Notice of motion to review any  
2 Watermaster action, decision or rule shall be served and filed  
3 within ninety (90) days after such Watermaster action, de-  
4 cision or rule, except for budget actions, in which event said  
5 notice period shall be sixty (60) days.

6 (d) De Novo Nature of Proceedings. Upon the filing of  
7 any such motion, the Court shall require the moving party to  
8 notify the active parties, the Watermaster, the Advisory  
9 Committee and each Pool Committee, of a date for taking  
10 evidence and argument, and on the date so designated shall  
11 review de novo the question at issue. Watermaster's findings  
12 or decision, if any, may be received in evidence at said  
13 hearing, but shall not constitute presumptive or prima facie  
14 proof of any fact in issue.

15 (e) Decision. The decision of the Court in such proceed-  
16 ing shall be an appealable supplemental order in this case.  
17 When the same is final, it shall be binding upon the Water-  
18 master and all parties.

19 C. ADVISORY AND POOL COMMITTEES

20 32. Authorization. Watermaster is authorized and directed to  
21 cause committees of producer representatives to be organized to  
22 act as Pool Committees for each of the several pools created under  
23 the Physical Solution. Said Pool Committees shall, in turn,  
24 jointly form an Advisory Committee to assist Watermaster in per-  
25 formance of its functions under this judgment. Pool Committees  
26 shall be composed as specified in the respective pooling plans, and  
27 the Advisory Committee shall be composed of not to exceed ten (10)  
28 voting representatives from each pool, as designated by the

1 respective Pool Committee. WMWD, PVMWD and SBVMWD shall each be  
2 entitled to one non-voting representative on said Advisory Com-  
3 mittee.

4 33. Term and Vacancies. Members of any Pool Committee, shall  
5 serve for the term, and vacancies shall be filled, as specified in  
6 the respective pooling plan. Members of the Advisory Committee  
7 shall serve at the will of their respective Pool Committee.

8 34. Voting Power. The voting power on each Pool Committee  
9 shall be allocated as provided in the respective pooling plan. The  
10 voting power on the Advisory Committee shall be one hundred (100)  
11 votes allocated among the three pools in proportion to the total  
12 assessments paid to Watermaster during the preceding year; pro-  
13 vided, that the minimum voting power of each pool shall be

- 14 (a) Overlying (Agricultural) Pool 20,  
15 (b) Overlying (Non-agricultural) Pool 5, and  
16 (c) Appropriative Pool 20.

17 In the event any pool is reduced to its said minimum vote, the re-  
18 maining votes shall be allocated between the remaining pools on  
19 said basis of assessments paid to Watermaster by each such remain-  
20 ing pool during the preceding year. The method of exercise of  
21 each pool's voting power on the Advisory Committee shall be as  
22 determined by the respective pool committees.

23 35. Quorum. A majority of the voting power of the Advisory  
24 Committee or any Pool Committee shall constitute a quorum for the  
25 transaction of affairs of such Advisory or Pool Committee; pro-  
26 vided, that at least one representative of each Pool Committee  
27 shall be required to constitute a quorum of the Advisory Committee.  
28 No Pool Committee representative may purposely absent himself or

1 herself, without good cause, from an Advisory Committee meeting to  
2 deprive it of a quorum. Action by affirmative vote of a majority  
3 of the entire voting power of any Pool Committee or the Advisory  
4 Committee shall constitute action by such committee. Any action or  
5 recommendation of a Pool Committee or the Advisory Committee shall  
6 be transmitted to Watermaster in writing, together with a report of  
7 any dissenting vote or opinion.

8 36. Compensation. Pool or Advisory Committee members may  
9 receive compensation, to be established by the respective pooling  
10 plan, but not to exceed twenty-five dollars (\$25.00) for each  
11 meeting of such Pool or Advisory Committee attended, and provided  
12 that no member of a Pool or Advisory Committee shall receive  
13 compensation of more than three hundred (\$300.00) dollars for  
14 service on any such committee during any one year. All such com-  
15 pensation shall be a part of Watermaster administrative expense.  
16 No member of any Pool or Advisory Committee shall be employed by  
17 Watermaster or compensated by Watermaster for professional or other  
18 services rendered to such Pool or Advisory Committee or to Water-  
19 master, other than the fee for attendance at meetings herein  
20 provided, plus reimbursement of reasonable expenses related to  
21 activities within the Basin.

22 37. Organization.

23 (a) Organizational Meeting. At its first meeting in  
24 each year, each Pool Committee and the Advisory Committee  
25 shall elect a chairperson and a vice chairperson from its  
26 membership. It shall also select a secretary, a treasurer  
27 and such assistant secretaries and treasurers as may be  
28 appropriate, any of whom may, but need not, be members of

1 such Pool or Advisory Committee.

2 (b) Regular Meetings. All Pool Committees and the  
3 Advisory Committee shall hold regular meetings at a place and  
4 time to be specified in the rules to be adopted by each Pool  
5 and Advisory Committee. Notice of regular meetings of any  
6 Pool or Advisory Committee, and of any change in time or  
7 place thereof, shall be mailed to all active parties in said  
8 pool or pools.

9 (c) Special Meetings. Special meetings of any Pool or  
10 Advisory Committee may be called at any time by the Chair-  
11 person or by any three (3) members of such Pool or Advisory  
12 Committee by delivering notice personally or by mail to each  
13 member of such Pool or Advisory Committee and to each active  
14 party at least 24 hours before the time of each such meeting  
15 in the case of personal delivery, and 96 hours in the case of  
16 mail. The calling notice shall specify the time and place of  
17 the special meeting and the business to be transacted. No  
18 other business shall be considered at such meeting.

19 (d) Minutes. Minutes of all Pool Committee, Advisory  
20 Committee and Watermaster meetings shall be kept at Water-  
21 master's offices. Copies thereof shall be mailed or otherwise  
22 furnished to all active parties in the pool or pools con-  
23 cerned. Said copies of minutes shall constitute notice of any  
24 Pool or Advisory Committee action therein reported, and shall  
25 be available for inspection by any party.

26 (e) Adjournments. Any meeting of any Pool or Advisory  
27 Committee may be adjourned to a time and place specified in  
28 the order of adjournment. Less than a quorum may so adjourn

1 from time to time. A copy of the order or notice of adjourn-  
2 ment shall be conspicuously posted forthwith on or near the  
3 door of the place where the meeting was held.

4 38. Powers and Functions. The powers and functions of the  
5 respective Pool Committees and the Advisory Committee shall be as  
6 follows:

7 (a) Pool Committees. Each Pool Committee shall have the  
8 power and responsibility for developing policy recommendations  
9 for administration of its particular pool, as created under  
10 the Physical Solution. All actions and recommendations of any  
11 Pool Committee which require Watermaster implementation shall  
12 first be noticed to the other two pools. If no objection is  
13 received in writing within thirty (30) days, such action or  
14 recommendation shall be transmitted directly to Watermaster  
15 for action. If any such objection is received, such action or  
16 recommendation shall be reported to the Advisory Committee  
17 before being transmitted to Watermaster.

18 (b) Advisory Committee. The Advisory Committee shall  
19 have the duty to study, and the power to recommend, review  
20 and act upon all discretionary determinations made or to be  
21 made hereunder by Watermaster.

22 [1] Committee Initiative. When any recommendation  
23 or advice of the Advisory Committee is received by  
24 Watermaster, action consistent therewith may be taken by  
25 Watermaster; provided, that any recommendation approved  
26 by 80 votes or more in the Advisory Committee shall  
27 constitute a mandate for action by Watermaster consistent  
28 therewith. If Watermaster is unwilling or unable to act

1 pursuant to recommendation or advice from the Advisory  
2 Committee (other than such mandatory recommendations),  
3 Watermaster shall hold a public hearing, which shall be  
4 followed by written findings and decision. Thereafter,  
5 Watermaster may act in accordance with said decision,  
6 whether consistent with or contrary to said Advisory  
7 Committee recommendation. Such action shall be subject  
8 to review by the Court, as in the case of all other  
9 Watermaster determinations.

10 [2] Committee Review. In the event Watermaster  
11 proposes to take any discretionary action, other than  
12 approval or disapproval of a Pool Committee action or  
13 recommendation properly transmitted, or execute any  
14 agreement not theretofore within the scope of an Advisory  
15 Committee recommendation, notice of such intended action  
16 shall be served on the Advisory Committee and its members  
17 at least thirty (30) days before the Watermaster meeting  
18 at which such action is finally authorized.

19 (c) Review of Watermaster Actions. Watermaster (as to  
20 mandated action), the Advisory Committee or any Pool Committee  
21 shall be entitled to employ counsel and expert assistance in  
22 the event Watermaster or such Pool or Advisory Committee seeks  
23 Court review of any Watermaster action or failure to act. The  
24 cost of such counsel and expert assistance shall be Water-  
25 master expense to be allocated to the affected pool or pools.

26 - - - - -  
27 - - - - -  
28 - - - - -



## VI. PHYSICAL SOLUTION

### A. GENERAL

39. Purpose and Objective. Pursuant to the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts and orders the parties to comply with a Physical Solution. The purpose of these provisions is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Chino Basin by providing the optimum economic, long-term, conjunctive utilization of surface waters, ground waters and supplemental water, to meet the requirements of water users having rights in or dependent upon Chino Basin.

40. Need for Flexibility. It is essential that this Physical Solution provide maximum flexibility and adaptability in order that Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options, in order to maximize beneficial use of the waters of Chino Basin. To that end, the Court's retained jurisdiction will be utilized, where appropriate, to supplement the discretion herein granted to the Watermaster.

41. Watermaster Control. Watermaster, with the advice of the Advisory and Pool Committees, is granted discretionary powers in order to develop an optimum basin management program for Chino Basin, including both water quantity and quality considerations. Withdrawals and supplemental water replenishment of Basin Water, and the full utilization of the water resources of Chino Basin, must be subject to procedures established by and administered through Watermaster with the advice and assistance of the Advisory and Pool Committees composed of the affected producers. Both the

1 quantity and quality of said water resources may thereby be pre-  
2 served and the beneficial utilization of the Basin maximized.

3 42. General Pattern of Operations. It is contemplated that  
4 the rights herein decreed will be divided into three (3) operating  
5 pools for purposes of Watermaster administration. A fundamental  
6 premise of the Physical Solution is that all water users dependent  
7 upon Chino Basin will be allowed to pump sufficient waters from the  
8 Basin to meet their requirements. To the extent that pumping  
9 exceeds the share of the Safe Yield assigned to the Overlying  
10 Pools, or the Operating Safe Yield in the case of the Appropriative  
11 Pool, each pool will provide funds to enable Watermaster to replace  
12 such overproduction. The method of assessment in each pool shall  
13 be as set forth in the applicable pooling plan.

14 B. POOLING

15 43. Multiple Pools Established. There are hereby established  
16 three (3) pools for Watermaster administration of, and for the  
17 allocation of responsibility for, and payment of, costs of re-  
18 plenishment water and other aspects of this Physical Solution.

19 (a) Overlying (Agricultural) Pool. The first pool shall  
20 consist of the State of California and all overlying producers  
21 who produce water for other than industrial or commercial  
22 purposes. The initial members of the pool are listed in  
23 Exhibit "C".

24 (b) Overlying (Non-agricultural) Pool. The second pool  
25 shall consist of overlying producers who produce water for  
26 industrial or commercial purposes. The initial members of  
27 this pool are listed in Exhibit "D".

28 (c) Appropriative Pool. A third and separate pool shall

1 consist of owners of appropriative rights. The initial  
2 members of the pool are listed in Exhibit "E".

3 Any party who changes the character of his use may, by sub-  
4 sequent order of the Court, be reassigned to the proper pool; but  
5 the allocation of Safe Yield under Paragraph 44 hereof shall not be  
6 changed. Any non-party producer or any person who may hereafter  
7 commence production of water from Chino Basin, and who may become a  
8 party to this physical solution by intervention, shall be assigned  
9 to the proper pool by the order of the Court authorizing such  
10 intervention.

11 44. Determination and Allocation of Rights to Safe Yield of  
12 Chino Basin. The declared Safe Yield of Chino Basin is hereby  
13 allocated as follows:

<u>Pool</u>	<u>Allocation</u>
14 Overlying (Agricultural) Pool	414,000 acre feet in any five
	(5) consecutive years.
15 Overlying (Non-agricultural)	7,366 acre feet per year.
16 Pool.	
17 Appropriative Pool	49,834 acre feet per year.

18 The foregoing acre foot allocations to the overlying pools are  
19 fixed. Any subsequent change in the Safe Yield shall be debited or  
20 credited to the Appropriative Pool. Basin Water available to the  
21 Appropriative Pool without replenishment obligation may vary from  
22 year to year as the Operating Safe Yield is determined by Water-  
23 master pursuant to the criteria set forth in Exhibit "I".

24 45. Annual Replenishment. Watermaster shall levy and collect  
25 assessments in each year, pursuant to the respective pooling plans,  
26 in amounts sufficient to purchase replenishment water to replace  
27 production by any pool during the preceding year which exceeds that  
28

1 pool's allocated share of Safe Yield in the case of the overlying  
2 pools, or Operating Safe Yield in the case of the Appropriative  
3 Pool. It is anticipated that supplemental water for replenishment  
4 of Chino Basin may be available at different rates to the various  
5 pools to meet their replenishment obligations. If such is the  
6 case, each pool will be assessed only that amount necessary for the  
7 cost of replenishment water to that pool, at the rate available to  
8 the pool, to meet its replenishment obligation.

9 46. Initial Pooling Plans. The initial pooling plans, which  
10 are hereby adopted, are set forth in Exhibits "F", "G" and "H",  
11 respectively. Unless and until modified by amendment of the  
12 judgment pursuant to the Court's continuing jurisdiction, each  
13 such plan shall control operation of the subject pool.

#### 14 C. REPORTS AND ACCOUNTING

15 47. Production Reports. Each party or responsible party  
16 shall file periodically with Watermaster, pursuant to Watermaster  
17 rules, a report on a form to be prescribed by Watermaster showing  
18 the total production of such party during the preceding reportage  
19 period, and such additional information as Watermaster may require,  
20 including any information specified by the affected Pool Com-  
21 mittee.

22 48. Watermaster Reports and Accounting. Watermaster's  
23 annual report, which shall be filed on or before November 15 of  
24 each year and shall apply to the preceding year's operation, shall  
25 contain details as to operation of each of the pools and a certi-  
26 fied audit of all assessments and expenditures pursuant to this  
27 Physical Solution and a review of Watermaster activities.  
28 - - - - -

D. REPLENISHMENT

49. Sources of Supplemental Water. Supplemental water may be obtained by Watermaster from any available source. Watermaster shall seek to obtain the best available quality of supplemental water at the most reasonable cost for recharge in the Basin. To the extent that costs of replenishment water may vary between pools, each pool shall be liable only for the costs attributable to its required replenishment. Available sources may include, but are not limited to:

(a) Reclaimed Water. There exist a series of agreements generally denominated the Regional Waste Water Agreements between CBMWD and owners of the major municipal sewer systems within the basin. Under those agreements, which are recognized hereby but shall be unaffected and unimpaired by this judgment, substantial quantities of reclaimed water may be made available for replenishment purposes. There are additional sources of reclaimed water which are, or may become, available to Watermaster for said purposes. Maximum beneficial use of reclaimed water shall be given high priority by Watermaster.

(b) State Water. State water constitutes a major available supply of supplemental water. In the case of State Water, Watermaster purchases shall comply with the water service provisions of the State's water service contracts. More specifically, Watermaster shall purchase State Water from MWD for replenishment of excess production within CBMWD, WMWD and PVMWD, and from SBVMWD to replenish excess production within SBVMWD's boundaries in Chino Basin, except to the

1 extent that MWD and SBVMWD give their consent as required by  
2 such State water service contracts.

3 (c) Local Import. There exist facilities and methods  
4 for importation of surface and ground water supplies from  
5 adjacent basins and watersheds.

6 (d) Colorado River Supplies. MWD has water supplies  
7 available from its Colorado River Aqueduct.

8 50. Methods of Replenishment. Watermaster may accomplish  
9 replenishment of overproduction from the Basin by any reasonable  
10 method, including:

11 (a) Spreading and percolation or Injection of water in  
12 existing or new facilities, subject to the provisions of  
13 Paragraphs 19, 25 and 26 hereof.

14 (b) In Lieu Procedures. Watermaster may make, or cause  
15 to be made, deliveries of water for direct surface use, in  
16 lieu of ground water production.

17 E. REVENUES

18 51. Production Assessment. Production assessments, on what-  
19 ever basis, may be levied by Watermaster pursuant to the pooling  
20 plan adopted for the applicable pool.

21 52. Minimal Producers. Minimal Producers shall be exempted  
22 from payment of production assessments, upon filing of production  
23 reports as provided in Paragraph 47 of this Judgment, and payment  
24 of an annual five dollar (\$5.00) administrative fee as specified by  
25 Watermaster rules.

26 53. Assessment Proceeds -- Purposes. Watermaster shall have  
27 the power to levy assessments against the parties (other than  
28 minimal pumpers) based upon production during the preceding period

1 of assessable production, whether quarterly, semi-annually or  
2 annually, as may be determined most practical by Watermaster or the  
3 affected Pool Committee.

4 54. Administrative Expenses. The expenses of administration  
5 of this Physical Solution shall be categorized as either (a) gen-  
6 eral Watermaster administrative expense, or (b) special project  
7 expense.

8 (a) General Watermaster Administrative Expense shall  
9 include office rental, general personnel expense, supplies and  
10 office equipment, and related incidental expense and general  
11 overhead.

12 (b) Special Project Expense shall consist of special  
13 engineering, economic or other studies, litigation expense,  
14 meter testing or other major operating expenses. Each such  
15 project shall be assigned a Task Order number and shall be  
16 separately budgeted and accounted for.

17 General Watermaster administrative expense shall be allocated  
18 and assessed against the respective pools based upon allocations  
19 made by the Watermaster, who shall make such allocations based upon  
20 generally accepted cost accounting methods. Special Project  
21 Expense shall be allocated to a specific pool, or any portion there-  
22 of, only upon the basis of prior express assent and finding of  
23 benefit by the Pool Committee, or pursuant to written order of the  
24 Court.

25 55. Assessments -- Procedure. Assessments herein provided  
26 for shall be levied and collected as follows:

27 (a) Notice of Assessment. Watermaster shall give  
28 written notice of all applicable assessments to each party on

1 or before ninety (90) days after the end of the production  
2 period to which such assessment is applicable.

3 (b) Payment. Each assessment shall be payable on or  
4 before thirty (30) days after notice, and shall be the ob-  
5 ligation of the party or successor owning the water production  
6 facility at the time written notice of assessment is given,  
7 unless prior arrangement for payment by others has been made  
8 in writing and filed with Watermaster.

9 (c) Delinquency. Any delinquent assessment shall bear  
10 interest at 10% per annum (or such greater rate as shall equal  
11 the average current cost of borrowed funds to the Watermaster)  
12 from the due date thereof. Such delinquent assessment and  
13 interest may be collected in a show-cause proceeding herein  
14 instituted by the Watermaster, in which case the Court may  
15 allow Watermaster its reasonable costs of collection, includ-  
16 ing attorney's fees.

17 56. Accumulation of Replenishment Water Assessment Proceeds.

18 In order to minimize fluctuation in assessment and to give Water-  
19 master flexibility in purchase and spreading of replenishment  
20 water, Watermaster may make reasonable accumulations of replen-  
21 ishment water assessment proceeds. Interest earned on such re-  
22 tained funds shall be added to the account of the pool from which  
23 the funds were collected and shall be applied only to the purchase  
24 of replenishment water.

25 57. Effective Date. The effective date for accounting and  
26 operation under this Physical Solution shall be July 1, 1977, and  
27 the first production assessments hereunder shall be due after July  
28 1, 1978. Watermaster shall, however, require installation of



1 meters or measuring devices and establish operating procedures  
2 immediately, and the costs of such Watermaster activity (not  
3 including the cost of such meters and measuring devices) may be  
4 recovered in the first administrative assessment in 1978.

6 VII. MISCELLANEOUS PROVISIONS

7 58. Designation of Address for Notice and Service. Each  
8 party shall designate the name and address to be used for purposes  
9 of all subsequent notices and service herein, either by its en-  
10 dorsement on the Stipulation for Judgment or by a separate desig-  
11 nation to be filed within thirty (30) days after Judgment has been  
12 served. Said designation may be changed from time to time by  
13 filing a written notice of such change with the Watermaster. Any  
14 party desiring to be relieved of receiving notices of Watermaster  
15 or committee activity may file a waiver of notice on a form to be  
16 provided by Watermaster. Thereafter such party shall be removed  
17 from the Active Party list. Watermaster shall maintain at all  
18 times a current list of active parties and their addresses for  
19 purposes of service. Watermaster shall also maintain a full  
20 current list of names and addresses of all parties or their suc-  
21 cessors, as filed herein. Copies of such lists shall be available,  
22 without cost, to any party, the Advisory Committee or any Pool  
23 Committee upon written request therefor.

24 59. Service of Documents. Delivery to or service upon any  
25 party or active party by the Watermaster, by any other party, or by  
26 the Court, of any item required to be served upon or delivered to  
27 such party or active party under or pursuant to the Judgment shall  
28 be made personally or by deposit in the United States mail, first

1 class, postage prepaid, addressed to the designee and at the  
2 address in the latest designation filed by such party or active  
3 party.

4 60. Intervention After Judgment. Any non-party assignee of  
5 the adjudicated appropriative rights of any appropriator, or any  
6 other person newly proposing to produce water from Chino Basin, may  
7 become a party to this judgment upon filing a petition in inter-  
8 vention. Said intervention must be confirmed by order of this  
9 Court. Such intervenor shall thereafter be a party bound by this  
10 judgment and entitled to the rights and privileges accorded under  
11 the Physical Solution herein, through the pool to which the Court  
12 shall assign such intervenor.

13 61. Loss of Rights. Loss, whether by abandonment, forfeiture  
14 or otherwise, of any right herein adjudicated shall be accomplished  
15 only (1) by a written election by the owner of the right filed with  
16 Watermaster, or (2) by order of the Court upon noticed motion and  
17 after hearing.

18 62. Scope of Judgment. Nothing in this Judgment shall be  
19 deemed to preclude or limit any party in the assertion against a  
20 neighboring party of any cause of action now existing or hereafter  
21 arising based upon injury, damage or depletion of water supply  
22 available to such party, proximately caused by nearby pumping which  
23 constitutes an unreasonable interference with such complaining  
24 party's ability to extract ground water.

25 63. Judgment Binding on Successors. This Judgment and all  
26 provisions thereof are applicable to and binding upon not only the  
27 parties to this action, but also upon their respective heirs,  
28 executors, administrators, successors, assigns, lessees and

LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
SUITE 201  
2061 BUSINESS CENTER DRIVE  
IRVINE, CALIFORNIA 92715  
(714) 752-8971

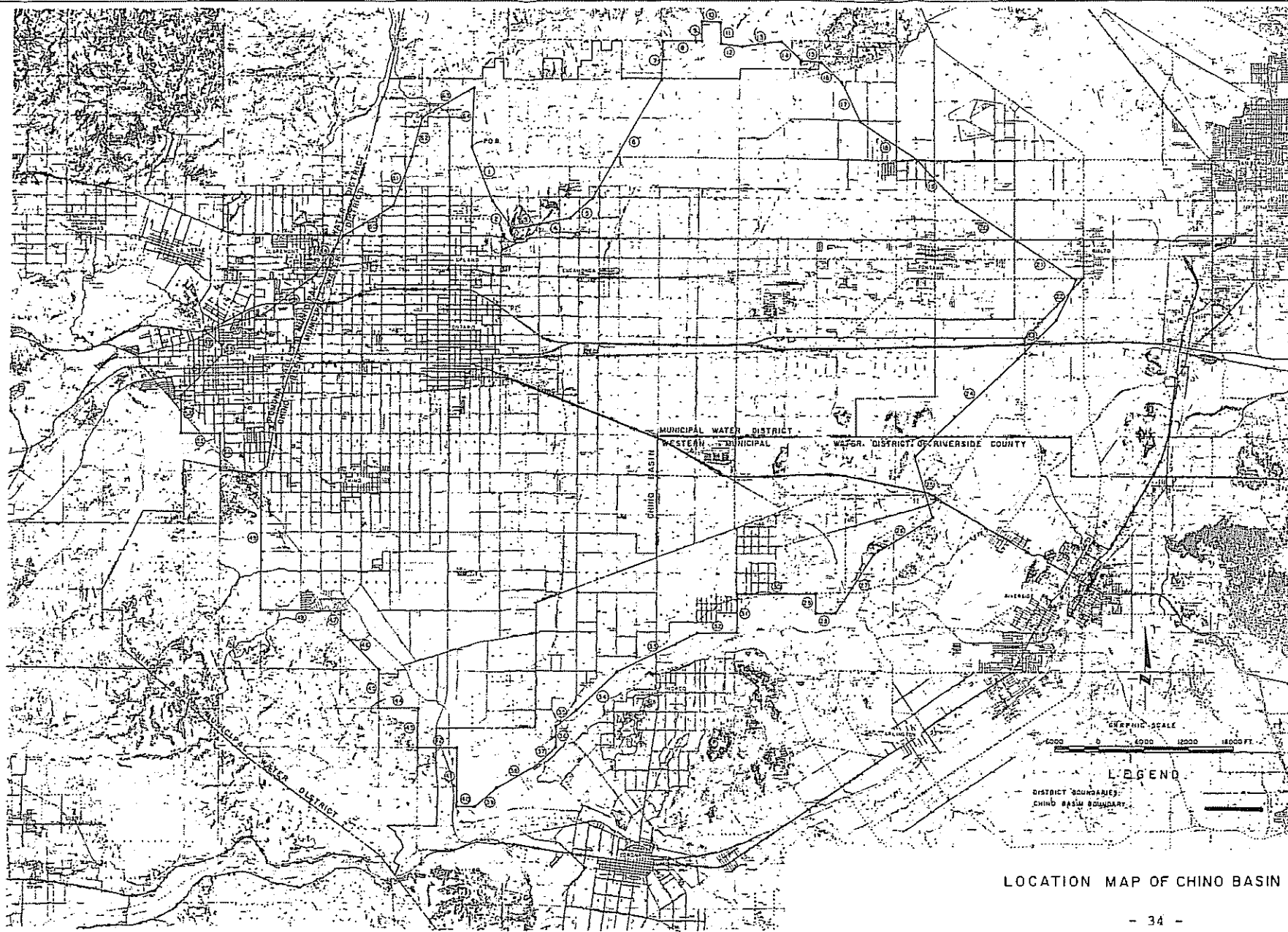
1 licensees and upon the agents, employees and attorneys in fact of  
2 all such persons.

3 64. Costs. No party shall recover any costs in this pro-  
4 ceeding from any other party.

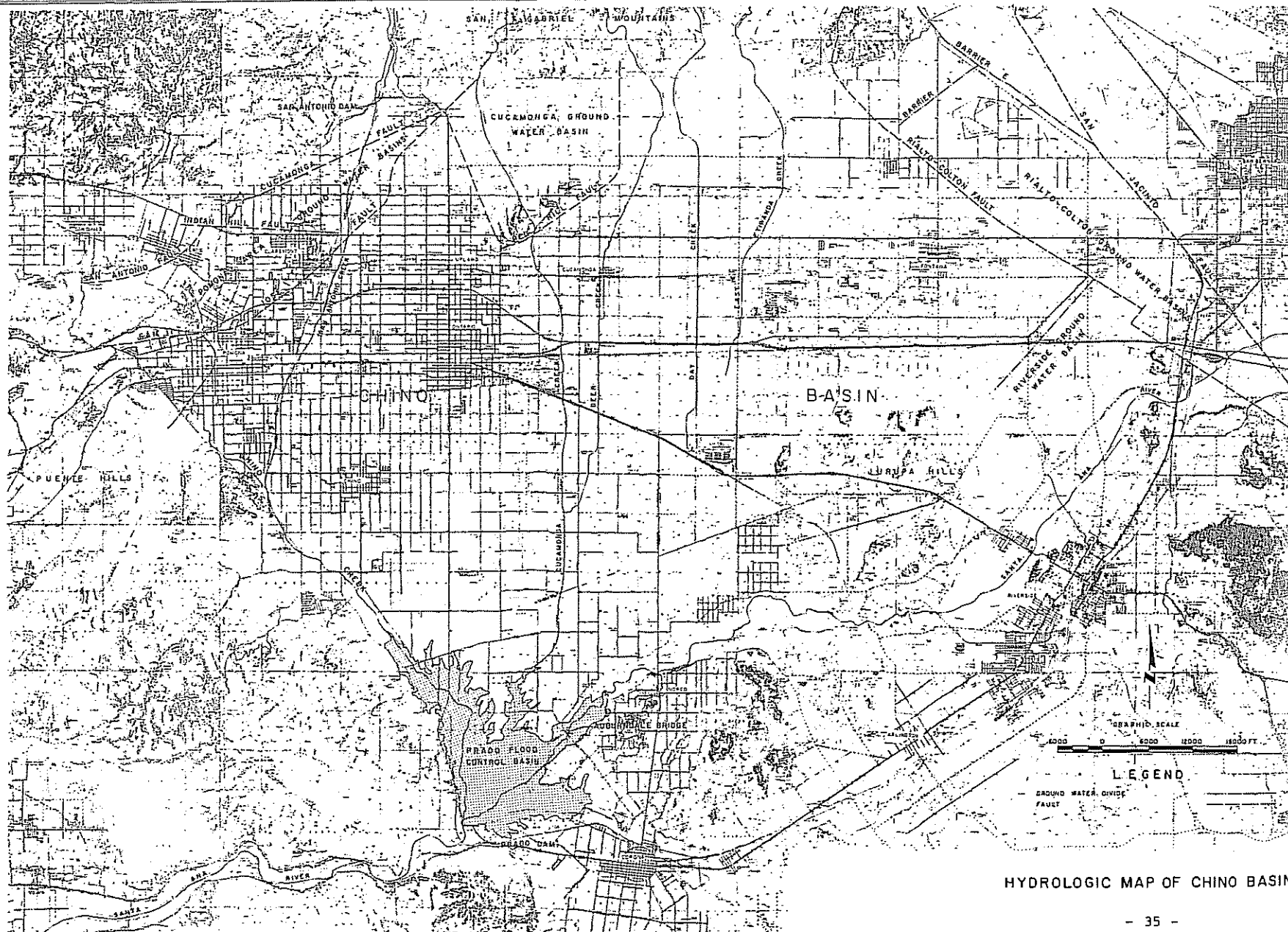
5 Dated: JAN 27 1978.

6  
7 Armand B. Weiss

Judge



LOCATION MAP OF CHINO BASIN



HYDROLOGIC MAP OF CHINO BASIN

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	STATE OF CALIFORNIA	Aphesssetche, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arretche, Frank
5	Abacherli, Shirley	Arretche, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J. N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L. S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.

EXHIBIT "C"

1	Barnhill, Paul	Boersma, Angie
2	Bartel, Dale	Boersma, Berdina
3	Bartel, Ursula	Boersma, Frank
4	Bartel, Willard	Boersma, Harry
5	Barthelemy, Henry	Boersma, Paul
6	Barthelemy, Roland	Boersma, Sam
7	Bassler, Donald V., M.D.	Boersma, William L.
8	Bates, Lowell R.	Bohlender & Holmes, Inc.
9	Bates, Mildred L.	Bokma, Peter
10	Beahm, James W.	Bollema, Jacob
11	Beahm, Joan M.	Boonstoo, Edward
12	Bekendam, Hank	Bootsma, Jim
13	Bekendam, Pete	Borba, Dolene
14	Bello, Eugene	Borba, Dolores
15	Bello, Olga	Borba, Emily
16	Beltman, Evelyn	Borba, George
17	Beltman, Tony	Borba, John
18	Bergquist Properties, Inc.	Borba, John & Sons
19	Bevacqua, Joel A.	Borba, John Jr.
20	Bevacqua, Marie B.	Borba, Joseph A.
21	Bidart, Bernard	Borba, Karen E.
22	Bidart, Michael J.	Borba, Karen M.
23	Binnell, Wesley	Borba, Pete, Estate of
24	Black, Patricia E.	Borba, Ricci
25	Black, Victor	Borba, Steve
26	Bodger, John & Sons Co.	Borba, Tom
27	Boer, Adrian	Bordisso, Alleck
28	Boersma and Wind Dairy	Borges, Angelica M.

1	Borges, Bernadette	Bothof, Roger W.
2	Borges, John O.	Bouma, Cornie
3	Borges, Linda L.	Bouma, Emma
4	Borges, Manual Jr.	Bouma, Henry P.
5	Borges, Tony	Bouma, Martin
6	Bos, Aleid	Bouma, Peter G. & Sons Dairy
7	Bos, Gerrit	Bouma, Ted
8	Bos, John	Bouman, Helen
9	Bos, John	Bouman, Sam
10	Bos, Margaret	Bower, Mabel E.
11	Bos, Mary	Boys Republic
12	Bos, Mary Beth	Breedyk, Arie
13	Bos, Tony	Breedyk, Jessie
14	Bosch, Henrietta	Briano Brothers
15	Bosch, Peter T.	Briano, Albert
16	Boschma, Betty	Briano, Albert Trustee for
17	Boschma, Frank	Briano, Albert Frank
18	Boschma, Greta	Briano, Lena
19	Boschma, Henry	Brink, Russell N.
20	Bosma, Dick	Brinkerhoff, Margaret
21	Bosma, Florence G.	Brinkerhoff, Robert L.
22	Bosma, Gerrit	Britschgi, Florence
23	Bosma, Jacob J.	Britschgi, Magdalena Garetto
24	Bosma, Jeanette Thea	Britschgi, Walter P.
25	Bosman, Frank	Brommer, Marvin
26	Bosman, Nellie	Brookside Enterprizes, dba
27	Bosnyak, Goldie M.	Brookside Vineyard Co.
28	Bosnyak, Martin	Brothers Three Dairy



1	Brown, Eugene	Chino Corona Investment
2	Brun, Martha M.	Chino Water Co.
3	Brun, Peter Robert	Christensen, Leslie
4	Buma, Duke	Christensen, Richard G.
5	Buma, Martha	Christian, Ada R.
6	Bunse, Nancy	Christian, Harold F.
7	Bunse, Ronnie L.	Christy, Ella J.
8	Caballero, Bonnie L.	Christy, Ronald S.
9	Caballero, Richard F.	Cihigoyenetché, Jean
10	Cable Airport Inc.	Cihigoyenetché, Leona
11	Cadlini, Donald	Cihigoyenetché, Martin
12	Cadlini, Jesse R.	Clarke, Arthur B.
13	Cadlini, Marie Edna	Clarke, Nancy L.
14	Cambio, Anna	Clarke, Phyllis J.
15	Cambio, Charles, Estate of	Coelho, Isabel
16	Cambio, William V.	Coelho, Joe A. Jr.
17	Cardoza, Florence	Collins, Howard E.
18	Cardoza, Olivi	Collins, Judith F.
19	Cardoza, Tony	Collinsworth, Ester L.
20	Carnesi, Tom	Collinsworth, John E.
21	Carver, Robt M., Trustee	Collinsworth, Shelby
22	Cauffman, John R.	Cone Estate (05-2-00648/649)
23	Chacon Bros.	Consolidated Freightways Corp.
24	Chacon, Elvera P.	of Delaware
25	Chacon, Joe M.	Corona Farms Co.
26	Chacon, Robert M.	Corra, Rose
27	Chacon, Virginia L.	Costa, Dimas S.
28	Chez, Joseph C.	Costa, Laura

1	Costa, Myrtle	De Boer, L. H.
2	Costamagna, Antonio	De Boer, Sidney
3	Costamagna, Joseph	De Bos, Andrew
4	Cousyn, Claus B.	De Graaf, Anna Mae
5	Cramer, Carole F.	De Graaf, Gerrit
6	Cramer, William R.	De Groot, Dick
7	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
8	Crouse, Beatrice I.	De Groot, Ernest
9	Crouse, Roger	De Groot, Henrietta
10	Crowley, Juanita C.	De Groot, Jake
11	Crowley, Ralph	De Groot, Pete Jr.
12	Cucamonga Vintners	De Haan, Bernadena
13	D'Astici, Teresa	De Haan, Henry
14	Da Costa, Cecilia B.	De Hoog, Adriana
15	Da Costa, Joaquim F.	De Hoog, Joe
16	Daloisio, Norman	De Hoog, Martin
17	De Berard Bros.	De Hoog, Martin L.
18	De Berard, Arthur, Trustee	De Hoog, Mitch
19	De Berard, Charles	De Hoog, Tryntje
20	De Berard, Chas., Trustee	De Jager, Cobi
21	De Berard, Helan J.	De Jager, Edward D.
22	De Berard, Robert	De Jong Brothers Dairy
23	De Berard, Robert, Trustee	De Jong, Cornelis
24	De Bie, Adrian	De Jong, Cornelius
25	De Bie, Henry	De Jong, Grace
26	De Bie, Margaret M.	De Jong, Jake
27	De Bie, Marvin	De Jong, Lena
28	De Boer, Fred	De Leeuw, Alice

1	De Leeuw, Sam	Dirkse, Catherine
2	De Soete, Agnes	Dirkse, Charles C.
3	De Soete, Andre	Dixon, Charles E.
4	De Vries, Abraham	Dixon, Geraldine A.
5	De Vries, Case	Doesberg, Hendrica
6	De Vries, Dick	Doesburg, Theodorus P.
7	De Vries, Evelyn	Dolan, Marion
8	De Vries, Henry, Estate of	Dolan, Michael H.
9	De Vries, Hermina	Dominguez, Helen
10	De Vries, Jack H.	Dominguez, Manual
11	De Vries, Jane	Donkers, Henry A.
12	De Vries, Janice	Donkers, Nellie G.
13	De Vries, John	Dotta Bros.
14	De Vries, John J.	Douma Brothers Dairy
15	De Vries, Neil	Douma, Betty A.
16	De Vries, Ruth	Douma, Fred A.
17	De Vries, Theresa	Douma, Hendrika
18	De Wit, Gladys	Douma, Herman G.
19	De Wit, Peter S.	Douma, Narleen J.
20	De Wyn, Evert	Douma, Phillip M.
21	De Zoete, Hattie V.	Dow Chemical Co.
22	De Zoete, Leo A.	Dragt, Rheta
23	Decker, Hallie	Dragt, William
24	Decker, Henry A.	Driftwood Dairy Farm
25	Demmer, Ernest	Droogh, Case
26	Di Carlo, Marie	Duhalde, Marian
27	Di Carlo, Victor	Duhalde, Lauren
28	Di Tommaso, Frank	Duits, Henrietta

1	Duits, John	Excelsior Farms F.D.I.C.
2	Dunlap, Edna Kraemer,	Fagundes, Frank M.
3	Estate of	Fagundes, Mary
4	Durrington, Glen	Fernandes, Joseph Jr.
5	Durrington, William F.	Fernandes, Velma C.
6	Dusi, John, Sr.	Ferraro, Ann
7	Dykstra, Dick	Ferreira, Frank J.
8	Dykstra, John	Ferreira, Joe C. Jr.
9	Dykstra, John & Sons	Ferreira, Narcie
10	Dykstra, Wilma	Filippi, J. Vintage Co.
11	Dyt, Cor	Filippi, Joseph
12	Dyt, Johanna	Filippi, Joseph A.
13	E and S Grape Growers	Filippi, Mary E.
14	Eaton, Thomas, Estate of	Fitzgerald, John R.
15	Echeverria, Juan	Flameling Dairy Inc.
16	Echeverria, Carlos	Flamingo Dairy
17	Echeverria, Pablo	Foss, Douglas E.
18	Eilers, E. Myrle	Foss, Gerald R.
19	Eilers, Henry W.	Foss, Russel
20	El Prado Golf Course	Fred & John Troost No. 1 Inc.
21	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
22	Engelsma, Jake	Freitas, Beatriz
23	Engelsma, Susan	Freitas, Tony T.
24	Escojeda, Henry	Gakle, Louis L.
25	Etiwanda Grape Products Co.	Galleano Winery, Inc.
26	Euclid Ave. Investment One	Galleano, Bernard D.
27	Euclid Ave. Investment Four	Galleano, D.
28	Euclid Ave. Three Investment	Galleano, Mary M.

1	Garcia, Pete	Hansen, Raymond F.
2	Gardner, Leland V.	Hanson, Ardeth W.
3	Gardner, Lola M.	Harada, James T.
4	Garrett, Leonard E.	Harada, Violet A.
5	Garrett, Patricia T.	Haringa, Earl and Sons
6	Gastelluberry, Catherine	Haringa, Herman
7	Gastelluberry, Jean	Haringa, Rudy
8	Gilstrap, Glen E.	Haringa, William
9	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
10	Godinho, John	Harrington, Winona
11	Godinho, June	Harrison, Jacqueline A.
12	Gonsalves, Evelyn	Hatanaka, Kenichi
13	Gonsalves, John	Heida, Annie
14	Gorzeman, Geraldine	Heida, Don
15	Gorzeman, Henry A.	Heida, Jim
16	Gorzeman, Joe	Heida, Sam
17	Govea, Julia	Helms, Addison D.
18	Goyenette, Albert	Helms, Irma A.
19	Grace, Caroline E.	Hermans, Alma I.
20	Grace, David J.	Hermans, Harry
21	Gravatt, Glenn W.	Hettinga, Arthur
22	Gravatt, Sally Mae	Hettinga, Ida
23	Greydanus Dairy, Inc.	Hettinga, Judy
24	Greydanus, Rena	Hettinga, Mary
25	Griffin Development Co.	Hettinga, Wilbur
26	Haagsma, Dave	Heublein, Inc., Grocery Products
27	Haagsma, John	Group
28	Hansen, Mary D.	Hibma, Catherine M.

1	Hibma, Sidney	Hohberg, Harold C.
2	Hicks, Kenneth I.	Hohberg, Harold W.
3	Hicks, Minnie M.	Holder, Arthur B.
4	Higgins Brick Co.	Holder, Dorothy F.
5	Highstreet, Alfred V.	Holmes, A. Lee
6	Highstreet, Evada V.	Holmes, Frances P.
7	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
8	Hilarides, Frank	Hoogeboom, Pete
9	Hilarides, John as Trustee	Hoogendam, John
10	Hindelang, Tillie	Hoogendam, Tena
11	Hindelang, William	Houssels, J. K. Thoroughbred
12	Hobbs, Bonnie C.	Farm
13	Hobbs, Charles W.	Hunt Industries
14	Hobbs, Hazel I.	Idsinga, Ann
15	Hobbs, Orlo M.	Idsinga, William W.
16	Hoekstra, Edward	Imbach Ranch, Inc.
17	Hoekstra, George	Imbach, Kenneth E.
18	Hoekstra, Grace	Imbach, Leonard K.
19	Hoekstra, Louie	Imbach, Oscar K.
20	Hofer, Paul B.	Imbach, Ruth M.
21	Hofer, Phillip F.	Indaburu, Jean
22	Hofstra, Marie	Indaburu, Marceline
23	Hogeboom, Jo Ann M.	Iseli, Kurt H.
24	Hogeboom, Maurice D.	Ito, Kow
25	Hogg, David V.	J & B Dairy Inc.
26	Hogg, Gene P.	Jaques, Johnny C. Jr.
27	Hogg, Warren G.	Jaques, Mary
28	Hohberg, Edith J.	Jaques, Mary Lou

1	Jay Em Bee Farms	Knevelbaard, John
2	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
3	Johnston, Ellwood W.	Knudsen, Karen M.
4	Johnston, George F. Co.	Knudsen, Kenneth
5	Johnston, Judith H.	Knudson, Robert
6	Jones, Leonard P.	Knudson, Darlene
7	Jongsma & Sons Dairy	Koel, Helen S.
8	Jongsma, Diana A.	Koetsier, Gerard
9	Jongsma, Dorothy	Koetsier, Gerrit J.
10	Jongsma, George	Koetsier, Jake
11	Jongsma, Harold	Koning, Fred W.
12	Jongsma, Henry	Koning, Gloria
13	Jongsma, John	Koning, J. W. Estate
14	Jongsma, Nadine	Koning, James A.
15	Jongsma, Tillie	Koning, Jane
16	Jordan, Marjorie G.	Koning, Jane C.
17	Jordan, Troy O.	Koning, Jennie
18	Jorritsma, Dorothy	Koning, John
19	Juliano, Albert	Koning, Victor A.
20	Kamper, Cornelis	Kooi Holstein Corporation
21	Kamstra, Wilbert	Koolhaas, Kenneth E.
22	Kaplan, Lawrence J.	Koolhaas, Simon
23	Kasbergen, Martha	Koolhaas, Sophie Grace
24	Kasbergen, Neil	Koopal, Grace
25	Kazian, Angelen Estate of	Koopal, Silas
26	Kingsway Const. Corp.	Koopman, Eka
27	Klapps Market	Koopman, Gene T.
28	Kline, James K.	Koopman, Henry G.

1	Koopman, Ted	Leck, Arthur A.
2	Koopman, Tena	Leck, Evelyn M.
3	Koot, Nick	Lee, Harold E.
4	Koster, Aart	Lee, Helen J.
5	Koster, Frances	Lee, Henrietta C.
6	Koster, Henry B.	Lee, R. T. Construction Co.
7	Koster, Nellie	Lekkerkerk, Adriana
8	Kroes, Jake R.	Lekkerkerk, L. M.
9	Kroeze, Bros	Lekkerkerker, Nellie
10	Kroeze, Calvin E.	Lekkerkerker, Walt
11	Kroeze, John	Lewis Homes of California
12	Kroeze, Wesley	Livingston, Dorothy M.
13	Kruckenbergl, Naomi	Livingston, Rex E.
14	Kruckenbergl, Perry	Lokey, Rosemary Kraemer
15	L. D. S. Welfare Ranch	Lopes, Candida A.
16	Labrucherie, Mary Jane	Lopes, Antonio S.
17	Labrucherie, Raymond F.	Lopez, Joe D.
18	Lako, Samuel	Lourenco, Carlos, Jr.
19	Landman Corp.	Lourenco, Carmelina P.
20	Lanting, Broer	Lourenco, Jack C.
21	Lanting, Myer	Lourenco, Manual H.
22	Lass, Jack	Lourenco, Mary
23	Lass, Sandra L.	Lourenco, Mary
24	Lawrence, Cecelia, Estate of	Luiten, Jack
25	Lawrence, Joe H., Estate of	Luiz, John M.
26	Leal, Bradley W.	Luna, Christine I.
27	Leal, John C.	Luna, Ruben T.
28	Leal, John Craig	Lusk, John D. and Son a California corporation



1	Lyon, Gregory E.	Mickel, Louise
2	Lyon, Paula E.	Miersma, Dorothy
3	M & W Co. #2	Meirsma, Harry C.
4	Madole, Betty M.	Minaberry, Arnaud
5	Madole, Larry B.	Minaberry, Marie
6	Marquez, Arthur	Mistretta, Frank J.
7	Marquine, Jean	Mocho and Plaa Inc.
8	Martin, Lelon O.	Mocho, Jean
9	Martin, Leon O.	Mocho, Noeline
10	Martin, Maria D.	Modica, Josephine
11	Martin, Tony J.	Montes, Elizabeth
12	Martins, Frank	Montes, Joe
13	Mathias, Antonio	Moons, Beatrice
14	Mc Cune, Robert M.	Moons, Jack
15	Mc Masters, Gertrude	Moramarco, John A. Enterprises
16	Mc Neill, J. A.	Moreno, Louis W.
17	Mc Neill, May F.	Moss, John R.
18	Mees, Leon	Motion Pictures Associates, Inc.
19	Mello and Silva Dairy	Moynier, Joe
20	Mello and Sousa Dairy	Murphy, Frances V.
21	Mello, Emilia	Murphy, Myrl L.
22	Mello, Enos C.	Murphy, Naomi
23	Mello, Mercedes	Nanne, Martin Estate of
24	Mendiondo, Catherine	Nederend, Betty
25	Mendiondo, Dominique	Nederend, Hans
26	Meth. Hosp. - Sacramento	Norfolk, James
27	Metzger, R. S.	Norfolk, Martha
28	Metzger, Winifred	Notrica, Louis

1	Nyberg, Lillian M.	Ormonde, Viva
2	Nyenhuis, Annie	Ortega, Adeline B.
3	Nyenhuis, Jim	Ortega, Bernard Dino
4	Occidental Land Research	Osterkamp, Joseph S.
5	Okumura, Marion	Osterkamp, Margaret A.
6	Okumura, Yuiche	P I E Water Co.
7	Oldengarm, Effie	Palmer, Eva E.
8	Oldengarm, Egbert	Palmer, Walter E.
9	Oldengarm, Henry	Parente, Luis S.
10	Oliviera, Manuel L.	Parente, Mary Borba .
11	Oliviera, Mary M.	Parks, Jack B.
12	Olson, Albert	Parks, Laura M.
13	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
14	Omlin, Anton	Payne, Clyde H.
15	Omlin, Elsie L.	Payne, Margo
16	Ontario Christian School Assn.	Pearson, Athelia K.
17	Oord, John	Pearson, William C.
18	Oostdam, Jacoba	Pearson, William G.
19	Oostdam, Pete	Pene, Robert
20	Oosten, Agnes	Perian, Miller
21	Oosten, Anthonia	Perian, Ona E.
22	Oosten, Caroline	Petrissans, Deanna
23	Oosten, John	Petrissans, George
24	Oosten, Marinus	Petrissans, Jean P.
25	Oosten, Ralph	Petrissans, Marie T.
26	Orange County Water District	Pickering, Dora M.
27	Ormonde, Manuel	(Mrs. A. L. Pickering)
28	Ormonde, Pete, Jr.	Pierce, John

1	Pierce, Sadie	Righetti, A. T.
2	Pietszak, Sally	Riley, George A.
3	Pine, Joe	Riley, Helen C.
4	Pine, Virginia	Robbins, Jack K.
5	Pires, Frank	Rocha, John M.
6	Pires, Marie	Rocha, Jose C.
7	Plaa, Jeanne	Rodrigues, John
8	Plaa, Michel	Rodrigues, Manuel
9	Plantenga, Agnes	Rodrigues, Manuel, Jr.
10	Plantenga, George	Rodrigues, Mary L.
11	Poe, Arlo D.	Rodriguez, Daniel
12	Pomona Cemetery Assn.	Rogers, Jack D.
13	Porte, Cecelia, Estate of	Rohrer, John A.
14	Porte, Garritt, Estate of	Rohrer, Theresa D.
15	Portsmouth, Vera McCarty	Rohrs, Elizabeth H.
16	Ramella, Mary M.	Rossetti, M. S.
17	Ramirez, Concha	Roukema, Angeline
18	Rearick, Hildegard H.	Roukema, Ed.
19	Rearick, Richard R.	Roukema, Nancy
20	Reinalda, Clarence	Roukema, Siebren
21	Reitsma, Greta	Ruderian, Max J.
22	Reitsma, Louis	Russell, Fred J.
23	Rice, Bernice	Rusticus, Ann
24	Rice, Charlie E.	Rusticus, Charles
25	Richards, Karin	Rynsburger, Arie
26	(Mrs. Ronnie Richards)	Rynsburger, Berdena, Trust
27	Richards, Ronald L.	Rynsburger, Joan Adele
28	Ridder, Jennie Wassenaar	Rynsburger, Thomas

1	S. P. Annex, Inc.	Scott, Frances M.
2	Salisbury, Elinor J.	Scott, Linda F.
3	Sanchez, Edmundo	Scott, Stanley A.
4	Sanchez, Margarita O.	Scritsmier, Lester J.
5	Santana, Joe Sr.	Serl, Charles A.
6	Santana, Palmira	Serl, Rosalie P.
7	Satragni, John B. Jr.	Shady Grove Dairy, Inc.
8	Scaramella, George P.	Shamel, Burt A.
9	Schaafsma Bros.	Shelby, Harold E.
10	Schaafsma, Jennie	Shelby, John A.
11	Schaafsma, Peter	Shelby, Velma M.
12	Schaafsma, Tom	Shelton, Alice A.
13	Schaap, Andy	Sherwood, Robert W.
14	Schaap, Ids	Sherwood, Sheila J.
15	Schaap, Maria	Shue, Eva
16	Schacht, Sharon C.	Shue, Gilbert
17	Schakel, Audrey	Sieperda, Anne
18	Schakel, Fred	Sieperda, James
19	Schmid, Olga	Sigrist, Hans
20	Schmidt, Madeleine	Sigrist, Rita
21	Schoneveld, Evert	Silveira, Arline L.
22	Schoneveld, Henrietta	Silveira, Frank
23	Schoneveld, John	Silveira, Jack
24	Schoneveld, John Allen	Silveira, Jack P. Jr.
25	Schug, Donald E.	Simas, Dolores
26	Schug, Shirley A.	Simas, Joe
27	Schuh, Bernatta M.	Singleton, Dean
28	Schuh, Harold H.	Singleton, Elsie R.

1	Sinnott, Jim	Staal, John
2	Sinnott, Mildred B.	Stahl, Zippora P.
3	Slegers, Dorothy	Stampfl, Berta
4	Slegers, Hubert J.	Stampfl, William
5	Slegers, Jake	Stanley, Robert E.
6	Slegers, Jim	Stark, Everett
7	Slegers, Lenwood M.	Stellingwerf, Andrew
8	Slegers, Martha	Stellingwerf, Henry
9	Slegers, Tesse J.	Stellingwerf, Jenette
10	Smith, Edward S.	Stellingwerf, Shana
11	Smith, Helen D.	Stellingwerf, Stan
12	Smith, James E.	Stelzer, Mike C.
13	Smith, Keith J.	Sterk, Henry
14	Smith, Lester W.	Stiefel, Winifred
15	Smith, Lois Maxine	Stiefel, Jack D.
16	Smith, Marjorie W.	Stigall, Richard L.
17	Soares, Eva	Stigall, Vita
18	Sogioka, Mitsuyoshi	Stockman's Inn
19	Sogioka, Yoshimato	Stouder, Charlotte A.
20	Sousa, Sam	Stouder, William C.
21	Southern Pacific Land Co.	Struikmans, Barbara
22	Southfield, Eddie	Struikmans, Gertie
23	Souza, Frank M.	Struikmans, Henry Jr.
24	Souza, Mary T.	Struikmans, Henry Sr.
25	Spickerman, Alberta	Struikmans, Nellie
26	Spickerman, Florence	Swager, Edward
27	Spickerman, Rudolph	Swager, Gerben
28	Spyksma, John	Swager, Johanna

1	Swager, Marion	Terpstra, Theodore G.
2	Swierstra, Donald	Teune, Tony
3	Swierstra, Fanny	Teunissen, Bernard
4	Sybrandy, Ida	Teunissen, Jane
5	Sybrandy, Simon	Thomas, Ethel M.
6	Sytsma, Albert	Thommen, Alice
7	Sytsma, Edith	Thommen, Fritz
8	Sytsma, Jennie	Tillema, Allie
9	Sytsma, Louie	Tillema, Harold
10	Te Velde, Agnes	Tillema, Klaas D.
11	Te Velde, Bay	Timmons, William R.
12	Te Velde, Bernard A.	Tollerup, Barbara
13	Te Velde, Bonnie	Tollerup, Harold
14	Te Velde, Bonnie G.	Trapani, Louis A.
15	Te Velde, George	Trimlett, Arlene R.
16	Te Velde, George, Jr.	Trimlett, George E.
17	Te Velde, Harm	Tristant, Pierre
18	Te Velde, Harriet	Tuinhout, Ale
19	Te Velde, Henry J.	Tuinhout, Harry
20	Te Velde, Jay	Tuinhout, Hilda
21	Te Velde, Johanna	Tuls, Elizabeth
22	Te Velde, John H.	Tuls, Jack S.
23	Te Velde, Ralph A.	Tuls, Jake
24	Te Velde, Zwaantina, Trustee	Union Oil Company of California
25	Ter Maaten, Case	United Dairyman's Co-op.
26	Ter Maaten, Cleone	Urquhart, James G.
27	Ter Maaten, Steve	Usle, Cathryn
28	Terpstra, Carol	Usle, Faustino

1	V & Y Properties	Van Hofwegen, Clara
2	Vaile, Beryl M.	Van Hofwegen, Jessie
3	Valley Hay Co.	Van Klaveren, A.
4	Van Beek Dairy Inc.	Van Klaveren, Arie
5	Van Canneyt Dairy	Van Klaveren, Wilhelmina
6	Van Canneyt, Maurice	Van Klaveren, William
7	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
8	Van Dam, Bas	Van Leeuwen, Arie C.
9	Van Dam, Isabelle	Van Leeuwen, Arlan
10	Van Dam, Nellie	Van Leeuwen, Clara G.
11	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
12	Van Den Berg, Joyce	Van Leeuwen, Harriet
13	Van Den Berg, Marinus	Van Leeuwen, Jack
14	Van Den Berg, Marvin	Van Leeuwen, John
15	Van Der Linden, Ardith	Van Leeuwen, Letie
16	Van Der Linden, John	Van Leeuwen, Margie
17	Van Der Linden, Stanley	Van Leeuwen, Paul
18	Van Der Veen, Kenneth	Van Leeuwen, William A.
19	Van Diest, Anna T.	Van Ravenswaay, Donald
20	Van Diest, Cornelius	Van Ryn Dairy
21	Van Diest, Ernest	Van Ryn, Dick
22	Van Diest, Rena	Van Surksum, Anthonetta
23	Van Dyk, Bart	Van Surksum, John
24	Van Dyk, Jeanette	Van Veen, John
25	Van Foeken, Martha	Van Vliet, Effie
26	Van Foeken, William	Van Vliet, Hendrika
27	Van Hofwegan, Steve	Van Vliet, Hugo
28	Van Hofwegen, Adrian A.	Van Vliet, Klaas

1	Vande Witte, George	Vander Laan, Katie
2	Vanden Berge, Gertie	Vander Laan, Martin Jr.
3	Vanden Berge, Gertie	Vander Laan, Tillie
4	Vanden Berge, Jack	Vander Leest, Anna
5	Vanden Berge, Jake	Vander Leest, Ann
6	Vanden Brink, Stanley	Vander Meer, Alice
7	Vander Dussen, Agnes	Vander Meer, Dick
8	Vander Dussen, Cor	Vander Poel, Hank
9	Vander Dussen, Cornelius	Vander Poel, Pete
10	Vander Dussen, Edward	Vander Pol, Irene
11	Vander Dussen, Geraldine Marie	Vander Pol, Margie
12	Vander Dussen, James	Vander Pol, Marines
13	Vander Dussen, John	Vander Pol, William P.
14	Vander Dussen, Nelvina	Vander Schaaf, Earl
15	Vander Dussen, Rene	Vander Schaaf, Elizabeth
16	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
17	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
18	Vander Dussen Trustees	Vander Schaaf, Ted
19	Vander Eyk, Case Jr.	Vander Stelt, Catherine
20	Vander Eyk, Case Sr.	Vander Stelt, Clarence
21	Vander Feer, Peter	Vander Tuig, Arlene
22	Vander Feer, Rieka	Vander Tuig, Sylvester
23	Vander Laan, Ann	Vander Veen, Joe A.
24	Vander Laan, Ben	Vandervlag, Robert
25	Vander Laan, Bill	Vander Zwan, Peter
26	Vander Laan, Corrie	Vanderford, Betty W.
27	Vander Laan, Henry	Vanderford, Claud R.
28	Vander Laan, James	Vanderham, Adrian



1	Vanderham, Cornelius	Vestal, J. Howard
2	Vanderham, Cornelius P.	Visser, Gerrit
3	Vanderham, Cory	Visser, Grace
4	Vanderham, E. Jane	Visser, Henry
5	Vanderham, Marian	Visser, Jess
6	Vanderham, Martin	Visser, Louie
7	Vanderham, Pete C.	Visser, Neil
8	Vanderham, Wilma	Visser, Sam
9	Vasquez, Eleanor	Visser, Stanley
10	Veenendaal, Evert	Visser, Tony D.
11	Veenendaal, John H.	Visser, Walter G.
12	Veiga, Dominick Sr.	Von Der Ahe, Fredric T.
13	Verbree, Jack	Von Euw, George
14	Verbree, Tillie	Von Euw, Marjorie
15	Verger, Bert	Von Lusk, a limited partnership
16	Verger, Betty	Voortman, Anna Marie
17	Verhoeven, Leona	Voortman, Edward
18	Verhoeven, Martin	Voortman, Edwin J.
19	Verhoeven, Wesley	Voortman, Gertrude Dena
20	Vermeer, Dick	Wagner, Richard H.
21	Vermeer, Jantina	Walker, Carole R.
22	Vernola Ranch	Walker, Donald E.
23	Vernola, Anthonietta	Walker, Wallace W.
24	Vernola, Anthony	Wardle, Donald M.
25	Vernola, Frank	Warner, Dillon B.
26	Vernola, Mary Ann	Warner, Minnie
27	Vernola, Pat F.	Wassenaar, Peter W.
28	Vestal, Frances Lorraine	Waters, Michael

1	Weeda, Adriana	Wiersma, Jake
2	Weeda, Daniel	Wiersma, Otto
3	Weeks, O. L.	Wiersma, Pete
4	Weeks, Verona E.	Winchell, Verne H., Trustee
5	Weidman, Maurice	Wind, Frank
6	Weidman, Virginia	Wind, Fred
7	Weiland, Adaline I.	Wind, Hilda
8	Weiland, Peter J.	Wind, Johanna
9	Wesselink, Jules	Woo, Frank
10	West, Katharine R.	Woo, Sem Gee
11	West, Russel	Wybenga, Clarence
12	West, Sharon Ann	Wybenga, Gus
13	Western Horse Property	Wybenga, Gus K.
14	Westra, Alice	Wybenga, Sylvia
15	Westra, Henry	Wynja, Andy
16	Westra, Hilda	Wynja, Iona F.
17	Westra, Jake J.	Yellis, Mildred
18	Weststeyn, Freida	Yellis, Thomas E.
19	Weststeyn, Pete	Ykema-Harmsen Dairy
20	Whitehurst, Louis G.	Ykema, Floris
21	Whitehurst, Pearl L.	Ykema, Harriet
22	Whitmore, David L.	Yokley, Betty Jo
23	Whitmore, Mary A.	Yokley, Darrell A.
24	Whitney, Adolph M.	Zak, Zan
25	Wiersema, Harm	Zivelonghi, George
26	Wiersema, Harry	Zivelonghi, Margaret
27	Wiersma, Ellen H.	Zwaagstra, Jake
28	Wiersma, Gladys J.	Zwaagstra, Jessie M.
		Zwart, Case

LAW OFFICES  
DONALD D. STARK  
A PROFESSIONAL CORPORATION  
SUITE 201  
2061 BUSINESS CENTER DRIVE  
IRVINE, CALIFORNIA 92715  
(714) 752-8971

NON-PRODUCER WATER DISTRICTS

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Chino Basin Municipal Water District  
Chino Basin Water Conservation District  
Pomona Valley Municipal Water District  
Western Municipal Water District of Riverside County

DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

1		
2	Cheryl L. Bain	Roy W. Lantis
3	Warren Bain	Sharon I. Lantis
4	John M. Barcelona	Frank Lorenz
5	Letty Bassler	Dagney H. MacDonald
6	John Brazil	Frank E. Martin
7	John S. Briano	Ruth C. Martin
8	Lupe Briano	Connie S. Mello
9	Paul A. Briano	Naldiro J. Mello
10	Tillie Briano	Felice Miller
11	Arnie B. Carlson	Ted Miller
12	John Henry Fikse	Masao Nerio
13	Phyllis S. Fikse	Tom K. Nerio
14	Lewellyn Flory	Toyo Nerio
15	Mary I. Flory	Yuriko Nerio
16	L. H. Glazer	Harold L. Rees
17	Dorothy Goodman	Alden G. Rose
18	Sidney D. Goodman	Claude Rouleau, Jr.
19	Frank Grossi	Patricia M. Rouleau
20	Harada Brothers	Schultz Enterprises
21	Ellen Hettinga	Albert Shaw
22	Hein Hettinga	Lila Shaw
23	Dick Hofstra, Jr.	Cathy M. Stewart
24	Benjamin M. Hughey	Marvin C. Stewart
25	Frieda L. Hughey	Betty Ann Stone
26	Guillaume Indart	John B. Stone
27	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
28	Perry Kruckenberg, Jr.	Catherine Verburg

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(714) 752-8971

- 1 Martin Verburg
- 2 Donna Vincent
- 3 Larry Vincent
- 4 Cliff Wolfe & Associates
- 5 Ada M. Woll
- 6 Zarubica Co.
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## EXHIBIT "D"

## OVERLYING NON-AGRICULTURAL RIGHTS

<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre Feet)</u>	<u>Share of Safe Yield (Acre Feet)</u>
Ameron Steel Producers, Inc.	125	97.858
County of San Bernardino	171	133.870
Conrock Company	406	317.844
Kaiser Steel Corporation	3,743	2,930.274
Red Star Fertilizer	20	15.657
Southern California Edison Co.	1,255	982.499
Space Center, Mira Loma	133	104.121
Southern Service Co., dba		
Blue Seal Linen	24	18.789
Sunkist, Orange Products Division	2,393	1,873.402
Carlsberg Mobile Home Properties,		
Ltd. '73	593	464.240
Union Carbide Corporation	546	427.446
Quaker Chemical Co.	<u>0</u>	<u>0</u>
Totals	9,409	7,366.000

EXHIBIT "E"  
APPROPRIATIVE RIGHTS

<u>Party</u>	<u>Appropriative Right (Acre Feet)</u>	<u>Share of Initial Operating Safe Yield (Acre Feet)</u>	<u>Share of Operating Safe Yield (Percent)</u>
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Ser- vices District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,148.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Felspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Co.	9,188.3	6,396.736	11.666
Marygold Mutual Water Co.	941.3	655.317	1.195
Mira Loma Water Co.	1,116.0	776.940	1.417
Monte Vista Irr. Co.	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Co.	3,106.3	2,162.553	3.944
San Antonio Water Co.	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	<u>1,361.3</u>	<u>947.714</u>	<u>1.728</u>
TOTAL	78,763.8	54,834.000	100.000

EXHIBIT "F"  
OVERLYING (AGRICULTURAL) POOL  
POOLING PLAN

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3       1. Membership in Pool. The State of California and all pro-  
4 ducers listed in Exhibit "C" shall be the initial members of this  
5 pool, which shall include all producers of water for overlying  
6 uses other than industrial or commercial purposes.

7       2. Pool Meetings. The members of the pool shall meet  
8 annually, in person or by proxy, at a place and time to be desig-  
9 nated by Watermaster for purposes of electing members of the Pool  
10 Committee and conducting any other business of the pool. Special  
11 meetings of the membership of the pool may be called and held as  
12 provided in the rules of the pool.

13       3. Voting. All voting at meetings of pool members shall be  
14 on the basis of one vote for each 100 acre feet or any portion  
15 thereof of production from Chino Basin during the preceding year,  
16 as shown by the records of Watermaster.

17       4. Pool Committee. The Pool Committee for this pool shall  
18 consist of not less than nine (9) representatives selected at  
19 large by members of the pool. The exact number of members of the  
20 Pool Committee in any year shall be as determined by majority vote  
21 of the voting power of members of the pool in attendance at the  
22 annual pool meeting. Each member of the Pool Committee shall have  
23 one vote and shall serve for a two-year term. The members first  
24 elected shall classify themselves by lot so that approximately  
25 one-half serve an initial one-year term. Vacancies during any  
26 term shall be filled by a majority of the remaining members of the  
27 Pool Committee.

28       5. Advisory Committee Representatives. The number of



1 representatives of the Pool Committee on the Advisory Committee  
2 shall be as provided in the rules of the pool from time to time  
3 but not exceeding ten (10). The voting power of the pool on the  
4 Advisory Committee shall be apportioned and exercised as deter-  
5 mined from time to time by the Pool Committee.

6 6. Replenishment Obligation. The pool shall provide funds  
7 for replenishment of any production by persons other than members  
8 of the Overlying (Non-agricultural) Pool or Appropriator Pool, in  
9 excess of the pool's share of Safe Yield. During the first five  
10 (5) years of operations of the Physical Solution, reasonable  
11 efforts shall be made by the Pool Committee to equalize annual  
12 assessments.

13 7. Assessments. All assessments in this pool (whether for  
14 replenishment water cost or for pool administration or the allo-  
15 cated share of Watermaster administration) shall be in an amount  
16 uniformly applicable to all production in the pool during the  
17 preceding year or calendar quarter. Provided, however, that the  
18 Agricultural Pool Committee, may recommend to the Court modifica-  
19 tion of the method of assessing pool members, inter se, if the  
20 same is necessary to attain legitimate basin management objectives,  
21 including water conservation and avoidance of undesirable socio-  
22 economic consequences. Any such modification shall be initiated  
23 and ratified by one of the following methods:

24 (a) Excess Production. In the event total pool  
25 production exceeds 100,000 acre feet in any year, the Pool  
26 Committee shall call and hold a meeting, after notice to all  
27 pool members, to consider remedial modification of the  
28 assessment formula.

1 (b) Producer Petition. At any time after the fifth  
2 full year of operation under the Physical Solution, a peti-  
3 tion by ten percent (10%) of the voting power or membership  
4 of the Pool shall compel the holding of a noticed meeting  
5 to consider revision of said formula of assessment for re-  
6 plenishment water.

7 In either event, a majority action of the voting power in attend-  
8 ance at such pool members' meeting shall be binding on the Pool  
9 Committee.

10 8. Rules. The Pool Committee shall adopt rules for con-  
11 ducting meetings and affairs of the committee and for adminis-  
12 tering its program and in amplification of the provisions, but not  
13 inconsistent with, this pooling plan.  
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EXHIBIT "G"  
OVERLYING (NON-AGRICULTURAL) POOL  
POOLING PLAN

1. Membership in Pool. The initial members of the pool, together with the decreed share of the Safe Yield of each, are listed in Exhibit "D". Said pool includes producers of water for overlying industrial or commercial (non-agricultural) purposes, or such producers within the Pool who may hereafter take water pursuant to Paragraph 8 hereof.

2. Pool Committee. The Pool Committee for this pool shall consist of one representative designated by each member of the pool. Voting on the committee shall be on the basis of one vote for each member, unless a volume vote is demanded, in which case votes shall be allocated as follows:

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D".) The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.\*

3. Advisory Committee Representatives. At least three (3) members of the Pool Committee shall be designated by said committee to serve on the Advisory Committee. The exact number of such representatives at any time shall be as determined by the Pool Committee. The voting power of the pool shall be exercised in the

\*Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

1 Advisory Committee as a unit, based upon the vote of a majority of  
2 said representatives.

3 4. Replenishment Obligation. The pool shall provide funds  
4 for replenishment of any production in excess of the pool's share  
5 of Safe Yield in the preceding year.

6 5. Assessment. Each member of this pool shall pay an assess-  
7 ment equal to the cost of replenishment water times the number of  
8 acre feet of production by such producer during the preceding year  
9 in excess of (a) his decreed share of the Safe Yield, plus (b) any  
10 carry-over credit under Paragraph 7 hereof. In addition, the cost  
11 of the allocated share of Watermaster administration expense shall  
12 be recovered on an equal assessment against each acre foot of  
13 production in the pool during such preceding fiscal year or calen-  
14 dar quarter; and in the case of Pool members who take substitute  
15 ground water as set forth in Paragraph 8 hereof, such producer  
16 shall be liable for its share of administration assessment, as if  
17 the water so taken were produced, up to the limit of its decreed  
18 share of Safe Yield.

19 6. Assignment. Rights herein decreed are appurtenant to the  
20 land and are only assignable with the land for overlying use  
21 thereon; provided, however, that any appropriator who may, directly  
22 or indirectly, undertake to provide water service to such overlying  
23 lands may, by an appropriate agency agreement on a form approved by  
24 Watermaster, exercise said overlying right to the extent, but only  
25 to the extent necessary to provide water service to said overlying  
26 lands.

27 7. Carry-over. Any member of the pool who produces less than  
28 its assigned water share of Safe Yield may carry such unexercised

1 right forward for exercise in subsequent years. The first water  
2 produced during any such subsequent year shall be deemed to be an  
3 exercise of such carry-over right. In the event the aggregate  
4 carry-over by any pool member exceeds its share of Safe Yield, such  
5 member shall, as a condition of preserving such surplus carry-over,  
6 execute a storage agreement with Watermaster.

7 8. Substitute Supplies. To the extent that any Pool member,  
8 at the request of Watermaster and with the consent of the Advisory  
9 Committee, takes substitute surface water in lieu of producing  
10 ground water otherwise subject to production as an allocated share  
11 of Safe Yield, said party shall nonetheless remain a member of this  
12 Pool.

13 9. Rules. The Pool Committee shall adopt rules for adminis-  
14 tering its program and in amplification of the provisions, but not  
15 inconsistent with, this pooling plan.  
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EXHIBIT "H"  
APPROPRIATIVE POOL  
POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying [Agricultural] Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E", together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

2. Pool Committee. The Pool Committee shall consist of one (1) representative appointed by each member of the Pool.

3. Voting. The total voting power on the Pool Committee shall be 1,000 votes. Of these, 500 votes shall be allocated in proportion to decreed percentage shares in Operating Safe Yield. The remaining 500 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.\* Routine business of the Pool Committee may be conducted on the basis of one vote per member, but upon demand of any member a weighted vote shall be taken. Affirmative action of the Committee shall require a majority of the voting power of members in attendance, provided that it includes concurrence by at least one-third of its total members.

4. Advisory Committee Representatives. Ten (10) members of

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\*Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

1 the Pool Committee shall be designated to represent this pool on  
2 the Advisory Committee. Each major appropriator, i.e., the owner  
3 of an adjudicated appropriative right in excess of 3,000 acre feet,  
4 shall be entitled to one representative. The remaining members  
5 representing the Appropriative Pool on the Advisory Committee shall  
6 be elected at large by the remaining members of the pool. The  
7 voting power of the Appropriative Pool on the Advisory Committee  
8 shall be apportioned between the major appropriator representatives  
9 in proportion to their respective voting power in the Pool Com-  
10 mittee. The remaining two representatives shall exercise equally  
11 the voting power proportional to the Pool Committee voting power  
12 of all remaining appropriators; provided, however, that if any  
13 representative fails to attend an Advisory Committee meeting, the  
14 voting power of that representative shall be allocated among the  
15 representatives of the Appropriator Pool in attendance in the same  
16 proportion as their own respective voting powers.

17 5. Replenishment Obligation. The pool shall provide funds  
18 for purchase of replenishment water to replace any production by  
19 the pool in excess of Operating Safe Yield during the preceding  
20 year.

21 6. Administrative Assessment. Costs of administration of  
22 this pool and its share of general Watermaster expense shall be  
23 recovered by a uniform assessment applicable to all production  
24 during the preceding year.

25 7. Replenishment Assessment. The cost of replenishment water  
26 required to replace production from Chino Basin in excess of  
27 Operating Safe Yield in the preceding year shall be allocated and  
28 recovered as follows:

(a) For production, other than for increased export, within CBMWD or WMWD:

(1) Gross Assessment. 15% of such replenishment water costs shall be recovered by a uniform assessment against all production of each appropriator producing in said area during the preceding year.

(2) Net Assessment. The remaining 85% of said costs shall be recovered by a uniform assessment on each acre foot of production from said area by each such appropriator in excess of his allocated share of Operating Safe Yield during said preceding year.

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed against the exporting appropriator in an amount sufficient to purchase replenishment water from CBMWD or WMWD in the amount of such excess.

(c) For production within SBVMWD or PVMWD:

By an assessment on all production in excess of an appropriator's share of Operating Safe Yield in an amount sufficient to purchase replenishment water through SBVMWD or MWD in the amount of such excess.

8. Socio-Economic Impact Review. The parties have conducted certain preliminary socio-economic impact studies. Further and more detailed socio-economic impact studies of the assessment formula and its possible modification shall be undertaken for the Appropriator Pool by Watermaster no later than ten (10) years from the effective date of this Physical Solution, or whenever total



1 production by this pool has increased by 30% or more over the  
2 decreed appropriative rights, whichever is first.

3 9. Facilities Equity Assessment. Watermaster may, upon  
4 recommendation of the Pool Committee, institute proceedings for  
5 levy and collection of a Facilities Equity Assessment for the  
6 purposes and in accordance with the procedures which follow:

7 (a) Implementing Circumstances. There exist several  
8 sources of supplemental water available to Chino Basin, each  
9 of which has a differential cost and quantity available. The  
10 optimum management of the entire Chino Basin water resource  
11 favors the maximum use of the lowest cost supplemental water  
12 to balance the supplies of the Basin, in accordance with the  
13 Physical Solution. The varying sources of supplemental water  
14 include importations from MWD and SBVMWD, importation of  
15 surface and ground water supplies from other basins in the  
16 immediate vicinity of Chino Basin, and utilization of re-  
17 claimed water. In order to fully utilize any of such alter-  
18 nate sources of supply, it will be essential for particular  
19 appropriators having access to one or more of such supplies to  
20 have invested, or in the future to invest, directly or in-  
21 directly, substantial funds in facilities to obtain and  
22 deliver such water to an appropriate point of use. To the  
23 extent that the use of less expensive alternate sources of  
24 supplemental water can be maximized by the inducement of a  
25 Facilities Equity Assessment, as herein provided, it is to the  
26 long-term benefit of the entire basin that such assessment be  
27 authorized and levied by Watermaster.

28 (b) Study and Report. At the request of the Pool

1 Committee, Watermaster shall undertake a survey study of the  
2 utilization of alternate supplemental supplies by members of  
3 the Appropriative Pool which would not otherwise be utilized  
4 and shall prepare a report setting forth the amount of such  
5 alternative supplies being currently utilized, the amount of  
6 such supplies which could be generated by activity within the  
7 pool, and the level of cost required to increase such uses and  
8 to optimize the total supplies available to the basin. Said  
9 report shall contain an analysis and recommendation for the  
10 levy of a necessary Facilities Equity Assessment to accomplish  
11 said purpose.

12 (c) Hearing. If the said report by Watermaster contains  
13 a recommendation for imposition of a Facilities Equity Assess-  
14 ment, and the Pool Committee so requests, Watermaster shall  
15 notice and hold a hearing not less than 60 days after dis-  
16 tribution of a copy of said report to each member of the pool,  
17 together with a notice of the hearing date. At such hearing,  
18 evidence shall be taken with regard to the necessity and  
19 propriety of the levy of a Facilities Equity Assessment and  
20 full findings and decision shall be issued by Watermaster.

21 (d) Operation of Assessment. If Watermaster determines  
22 that it is appropriate that a Facilities Equity Assessment be  
23 levied in a particular year, the amount of additional supple-  
24 mental supplies which should be generated by such assessment  
25 shall be estimated. The cost of obtaining such supplies,  
26 taking into consideration the investment in necessary  
27 facilities shall then be determined and spread equitably among  
28 the producers within the pool in a manner so that those

1 producers not providing such additional lower cost supple-  
2 mental water, and to whom a financial benefit will result, may  
3 bear a proportionate share of said costs, not exceeding said  
4 benefit; provided that any producer furnishing such supple-  
5 mental water shall not thereby have its average cost of water  
6 in such year reduced below such producer's average cost of  
7 pumping from the Basin. In so doing, Watermaster shall  
8 establish a percentage of the total production by each party  
9 which may be produced without imposition of a Facilities  
10 Equity Assessment. Any member of the pool producing more  
11 water than said percentage shall pay such Facilities Equity  
12 Assessment on any such excess production. Watermaster is  
13 authorized to transmit and pay the proceeds of such Facilities  
14 Equity Assessment to those producers who take less than their  
15 share of Basin water by reason of furnishing a higher per-  
16 centage of their requirements through use of supplemental  
17 water.

18 10. Unallocated Safe Yield Water. To the extent that, in any  
19 five years, any portion of the share of Safe Yield allocated to  
20 the Overlying (Agricultural) Pool is not produced, such water shall  
21 be available for reallocation to members of the Appropriative Pool,  
22 as follows:

23 (a) Priorities. Such allocation shall be made in the  
24 following sequence:

25 (1) to supplement, in the particular year, water  
26 available from Operating Safe Yield to compensate for any  
27 reduction in the Safe Yield by reason of recalculation  
28 thereof after the tenth year of operation hereunder.

1 (2) pursuant to conversion claims as defined in  
2 Subparagraph (b) hereof.

3 (3) as a supplement to Operating Safe Yield,  
4 without regard to reductions in Safe Yield.

5 (b) Conversion Claims. The following procedures may be  
6 utilized by any appropriator:

7 (1) Record of Land Use Conversion. Any appro-  
8 priator who undertakes, directly or indirectly, dur-  
9 ing any year, to permanently provide water service to  
10 lands which during the immediate preceding five (5)  
11 consecutive years was devoted to irrigated agriculture  
12 may report such change in land use or water service to  
13 Watermaster. Watermaster shall thereupon verify such  
14 change in water service and shall maintain a record and  
15 account for each appropriator of the total acreage  
16 involved and the average annual water use during said  
17 five-year period.

18 (2) Establishment of Allocation Percentage. In  
19 any year in which unallocated Safe Yield water from  
20 the Overlying (Agricultural) Pool is available for such  
21 conversion claims, Watermaster shall establish allocable  
22 percentages for each appropriator based upon the total  
23 of such converted acreage recorded to each such appro-  
24 priator's account.

25 (3) Allocation and Notice. Watermaster shall  
26 thereafter apply the allocated percentage to the total  
27 unallocated Safe Yield water available for special  
28 allocation to derive the amount thereof allocable to

1 each appropriator; provided that in no event shall the  
2 allocation to any appropriator as a result of such  
3 conversion claim exceed 50% of the average annual amount  
4 of water actually applied to the areas converted by such  
5 appropriator prior to such conversion. Any excess water  
6 by reason of such limitation on any appropriator's right  
7 shall be added to Operating Safe Yield. Notice of such  
8 special allocation shall be given to each appropriator  
9 and shall be treated for purposes of this Physical  
10 Solution as an addition to such appropriator's share of  
11 the Operating Safe Yield for the particular year only.

12 (4) Administrative Costs. Any costs of Water-  
13 master attributable to administration of such special  
14 allocations and conversion claims shall be assessed  
15 against appropriators participating in such reporting.

16 11. In Lieu Procedures. There are, or may develop, certain  
17 areas within Chino Basin where good management practices dictate  
18 that recharge of the basin be accomplished, to the extent prac-  
19 tical, by taking surface supplies of supplemental water in lieu of  
20 ground water otherwise subject to production as an allocated share  
21 of Operating Safe Yield.

22 (a) Method of Operation. Any appropriator producing  
23 water within such designated in lieu area who is willing to  
24 abstain for any reason from producing any portion of such  
25 producer's share of Operating Safe Yield in any year may  
26 offer such unpumped water to Watermaster. In such event,  
27 Watermaster shall purchase said water in place, in lieu of  
28 spreading replenishment water, which is otherwise required to

1 make up for over production. The purchase price for in lieu  
2 water shall be the lesser of:

3 (1) Watermaster's current cost of replenishment  
4 water, whether or not replenishment water is currently  
5 then obtainable, plus the cost of spreading; or

6 (2) The cost of supplemental surface supplies to  
7 the appropriator, less

8 a. said appropriator's average cost of  
9 ground water production, and

10 b. the applicable production assessment  
11 were the water produced.

12 Where supplemental surface supplies consist of MWD or  
13 SBVMWD supplies, the cost of treated, filtered State  
14 water from such source shall be deemed the cost of  
15 supplemental surface supplies to the appropriator for  
16 purposes of such calculation.

17 In any given year in which payments may be made pursuant to  
18 a Facilities Equity Assessment, as to any given quantity of  
19 water the party will be entitled to payment under this  
20 section or pursuant to the Facilities Equity Assessment, as  
21 the party elects, but not under both.

22 (b) Designation of In Lieu Areas. The first in lieu  
23 area is designated as the "In Lieu Area No. 1" and consists  
24 of an area wherein nitrate levels in the ground water gen-  
25 erally exceed 45 mg/l, and is shown on Exhibit "J" hereto.  
26 Other in lieu areas may be designated by subsequent order of  
27 Watermaster upon recommendation or approval by Advisory  
28 Committee. Said in lieu areas may be enlarged, reduced or

1 eliminated by subsequent orders; provided, however, that  
2 designation of In Lieu Areas shall be for a minimum fixed  
3 term sufficient to justify necessary capital investment. In  
4 Lieu Area No. 1 may be enlarged, reduced or eliminated in  
5 the same manner, except that any reduction of its original  
6 size or elimination thereof shall require the prior order of  
7 Court.

8 12. Carry-over. Any appropriator who produces less than his  
9 assigned share of Operating Safe Yield may carry such unexercised  
10 right forward for exercise in subsequent years. The first water  
11 produced during any such subsequent year shall be deemed to be an  
12 exercise of such carry-over right. In the event the aggregate  
13 carry-over by any appropriator exceeds its share of Operating Safe  
14 Yield, such appropriator shall, as a condition of preserving such  
15 surplus carry-over, execute a storage agreement with Watermaster.  
16 Such appropriator shall have the option to pay the gross assess-  
17 ment applicable to such carry-over in the year in which it accrued.

18 13. Assignment, Transfer and Lease. Appropriative rights,  
19 and corresponding shares of Operating Safe Yield, may be assigned  
20 or may be leased or licensed to another appropriator for exercise  
21 in a given year. Any transfer, lease or license shall be ineffec-  
22 tive until written notice thereof is furnished to and approved as  
23 to form by Watermaster, in compliance with applicable Watermaster  
24 rules. Watermaster shall not approve transfer, lease or license of  
25 a right for exercise in an area or under conditions where such  
26 production would be contrary to sound basin management or detri-  
27 mental to the rights or operations of other producers.

28 14. Rules. The Pool Committee shall adopt rules for

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1 administering its program and in amplification of the provisions,  
2 but not inconsistent with, this pooling plan.  
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EXHIBIT "H"



EXHIBIT "I"

ENGINEERING APPENDIX

1. Basin Management Parameters. In the process of implementing the physical solution for Chino Basin, Watermaster shall consider the following parameters:

(a) Pumping Patterns. Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized recharge of replenishment water, insofar as such result may be practically avoided.

(b) Water Quality. Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster.

(c) Economic Considerations. Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters.

2. Operating Safe Yield. Operating Safe Yield in any year shall consist of the Appropriative Pool's share of Safe Yield of the Basin, plus any controlled overdraft of the Basin which Watermaster may authorize. In adopting the Operating Safe Yield for any year, Watermaster shall be limited as follows:

(a) Accumulated Overdraft. During the operation of this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical

1 Solution and resulting from an excess of Operating Safe Yield  
2 over Safe Yield shall not exceed 200,000 acre feet.

3 (b) Quantitative Limits. In no event shall Operating  
4 Safe Yield in any year be less than the Appropriative Pool's  
5 share of Safe Yield, nor shall it exceed such share of Safe  
6 Yield by more than 10,000 acre feet. The initial Operating  
7 Safe Yield is hereby set at 54,834 acre feet per year.  
8 Operating Safe Yield shall not be changed upon less than five  
9 (5) years' notice by Watermaster.

10 Nothing contained in this paragraph shall be deemed to authorize,  
11 directly or indirectly, any modification of the allocation of  
12 shares in Safe Yield to the overlying pools, as set forth in  
13 Paragraph 44 of the Judgment.

14 3. Ground Water Storage Agreements. Any agreements author-  
15 ized by Watermaster for storage of supplemental water in the  
16 available ground water storage capacity of Chino Basin shall  
17 include, but not be limited to:

18 (a) The quantities and term of the storage right.

19 (b) A statement of the priority or relation of said  
20 right, as against overlying or Safe Yield uses, and other  
21 storage rights.

22 (c) The procedure for establishing delivery rates,  
23 schedules and procedures which may include

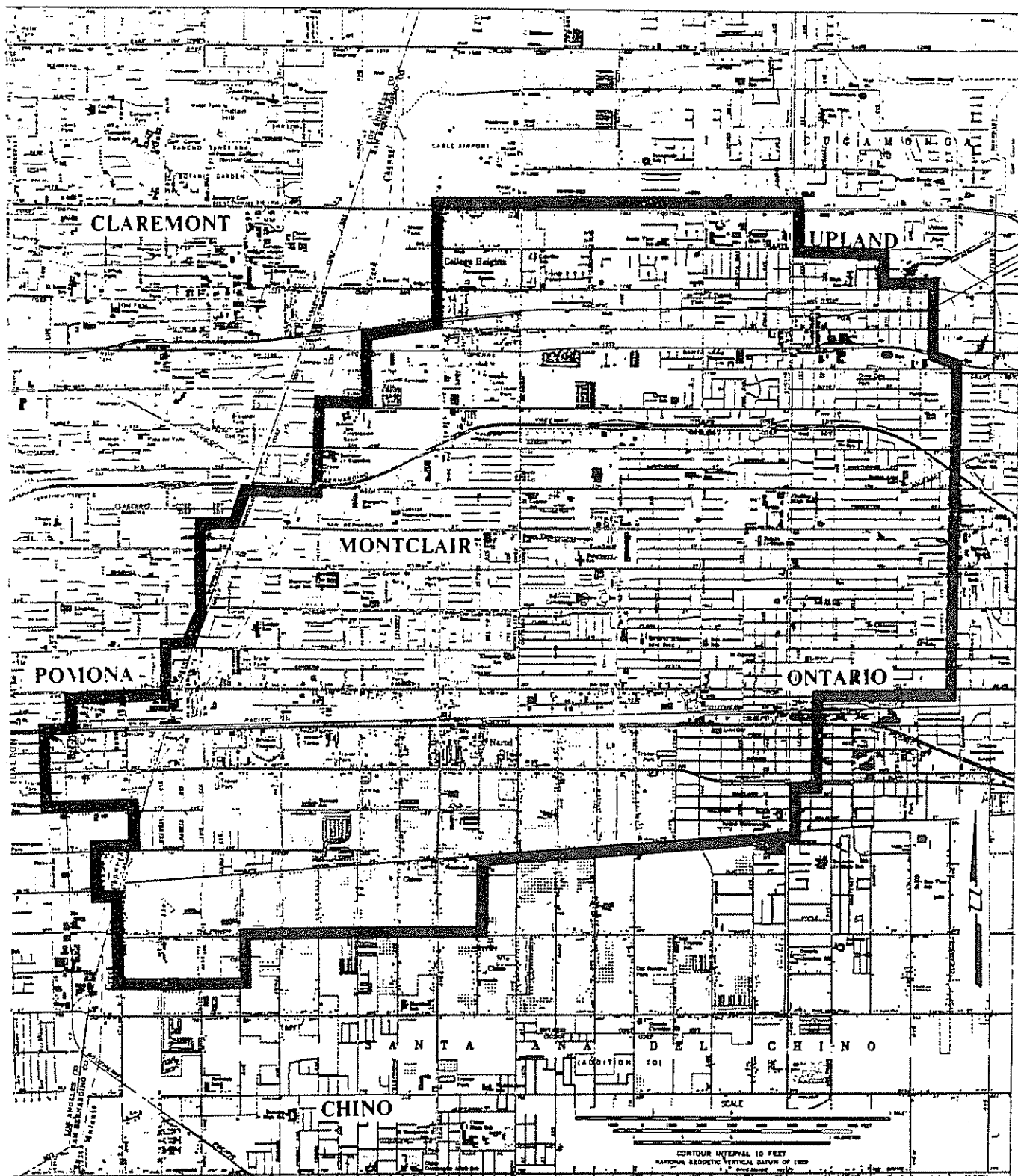
24 [1] spreading or injection, or

25 [2] in lieu deliveries of supplemental water for  
26 direct use.

27 (d) The procedures for calculation of losses and annual  
28 accounting for water in storage by Watermaster.

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1 (e) The procedures for establishment and adminis-  
2 tration of withdrawal schedules, locations and methods.  
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**CHINO BASIN  
IN LIEU AREA NO. 1**

**EXHIBIT "J"**  
-82-

## LEGAL DESCRIPTION

### OF CHINO BASIN

#### Preamble

All of the townships and ranges referred to in the following legal description are the San Bernardino Base and Meridian. Certain designated sections are implied as the System of Government Surveys may be extended where not established. Said sections are identified as follows:

Section 20, T1N, R8W is extended across Rancho Cucamonga;

Section 36, T1N, R8W is extended across the City of Upland;

Sections 2, 3, and 4, T1S, R7W are extended across Rancho Cucamonga;

Section 10, T1S, R8W is extended across the City of Claremont;

Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are extended across the City of Pomona;

Sections 4, 5, and 28, T2S, R8W are extended across Rancho Santa Ana Del Chino;

Sections 15 and 16, T3S, R7W are extended across Rancho La Sierra; and

Sections 17 and 20, T3S, R7W are extended across Rancho El Rincon.

#### Description

Chino Basin is included within portions of the Counties of San Bernardino, Riverside and Los Angeles, State of California, bounded by a continuous line described as follows:

BEGINNING at the Southwest corner of Lot 241 as shown on Map of Ontario Colony Lands, recorded in Map Book 11, page 6, Office of the County Recorder of San Bernardino County, said corner being the Point of Beginning;

1. Thence Southeasterly to the Southeast corner

of Lot 419 of said Ontario Colony Lands;

2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;

3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;

4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;

5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;

6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;

7. Thence Northerly to the Northwest corner of said Section 18;

8. Thence Easterly to the Northeast corner of said Section 18;

9. Thence Northerly to the Northwest corner of the Southwest quarter of Section 8, T1N, R6W;

10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;

11. Thence Southerly to the Southeast corner of said Southwest quarter of said Section 8;

12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;

13. Thence Easterly to the Northeast corner of Section 16, T1N, R6W;

14. Thence Southeasterly to the Northwest corner of the Southeast quarter of Section 15, T1N, R6W;

15. Thence Easterly to the Northeast corner of said Southeast quarter of said Section 15;

16. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 23, T1N, R6W;

17. Thence Southeasterly to the Northwest corner

of Section 25, T1N, R6W;

18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;

19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;

20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;

21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;

22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;

24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;

25. Thence Southeasterly to the Northeast corner of Section 18 T2S, R5W;

26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;

27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;

28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;

29. Thence Northerly to the Northwest corner of said Section 26;

30. Thence Westerly to the Southwest corner of Section 21, T2S, R6W;

31. Thence Southerly to the Southeast corner of Section 29, T2S, R6W;

32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;

33. Thence Southwesterly to the Southwest corner of Section 36, T 2 S, R 7 W;

34. Thence Southwesterly to the Southeast corner

of Section 3, T3S, R7W;

35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;

37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;

38. Thence Southwesterly to the Southwest corner of said Section 16;

39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;

40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;

41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;

42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;

43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;

44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;

45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;

46. Thence Northwesterly to the Northwest corner of said Section 35;

47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;

48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;

49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;

50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;



51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;

52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;

53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;

54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;

55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;

56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;

57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;

58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;

59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;

61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;

62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;

63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and

64. Thence Southerly to the Point of Beginning.

### Sections Included

Said perimeter description includes all or portions of the following Townships, Ranges and Sections of San Bernardino Base and Meridian:

T1N, R5W - Sections: 30, 31 and 32.

T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36

T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36

T1N, R8W - Sections: 25 and 36

T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31 and 32.

T1S, R6W - Sections: 1 through 36, inclusive

T1S, R7W - Sections: 1 through 36, inclusive

T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36

T2S, R5W - Sections: 6, 7 and 18

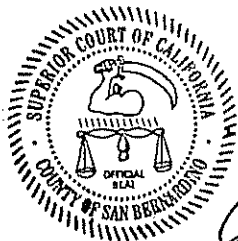
T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 29, 30 and 31

T2S, R7W - Sections: 1 through 36, inclusive

T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and 36

T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20

T3S, R8W - Section: 1.



THE DOCUMENT TO WHICH THIS CERTIFICATION IS  
ATTACHED IS A FULL, TRUE AND ~~PERFECT~~ COPY OF  
THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

OCT 29 2002

ATTEST  
Clerk of the Superior Court of the State of  
California, in and for the County of  
San Bernardino

Deputy

Terry Wittenborn

92 pages

# Appendix E     Baseline Feeder Agreement

**RESTATED AND AMENDED AGREEMENT  
FOR THE  
CONSTRUCTION, OPERATION AND MAINTENANCE OF THE NEW BASELINE FEEDER**

This Restated and Amended Agreement for the Construction, Operation and Maintenance of the New Baseline Feeder (“**Restated Agreement**”) is entered into and effective this 1st day of May, 2012 by and among the City of Rialto (“**Rialto**”), Riverside Highland Water Company (“**RHWC**”), San Bernardino Valley Municipal Water District (“**Valley District**”) and West Valley Water District (“**West Valley**”). Rialto, RHWC, Valley District and West Valley are each sometimes referred to as a “**Party**” and are collectively sometimes referred to as the “**Parties.**”

Recitals

- A. On December 7, 1989, Valley District and West Valley entered into an agreement entitled “Contract Between the San Bernardino Valley Municipal Water District and West San Bernardino County Water District for a Water Supply from Facilities to be Constructed Known as the ‘Baseline Feeder.’” A true and correct copy of this agreement is attached hereto as Exhibit “A” and incorporated herein by reference.
- B. On December 11, 1989, Valley District and Rialto entered into an agreement entitled “Contract Between the San Bernardino Valley Municipal Water District and the City of Rialto for a Water Supply from Facilities to be Constructed Known as the ‘Baseline Feeder.’” A true and correct copy of this agreement is attached hereto as Exhibit “B” and incorporated herein by reference.
- C. On January 18, 1990, Valley District and RHWC entered into an agreement entitled “Contract Between the San Bernardino Valley Municipal Water District and Riverside Highland Water Company for a Water Supply from Facilities to be Constructed Known as the ‘Baseline Feeder.’” A true and correct copy of this agreement is attached hereto as Exhibit “C” and incorporated herein by reference.
- D. In October 1990, Rialto, Valley District and West Valley entered into an agreement entitled “Agreement Among the San Bernardino Valley Municipal Water District, the City of Rialto and the West San Bernardino County Water District for the Construction, Operation, and Maintenance of Phase 3 and 4 of the Baseline Feeder.” A true and correct copy of this agreement is attached hereto as Exhibit “D” and incorporated herein by reference.
- E. The Parties constructed the Baseline Feeder Pipeline and appurtenant other facilities (the “**Baseline Feeder**”) and have operated the Baseline Feeder for approximately the past twenty years for the benefit of their respective ratepayers.

- F. In recent years, however, it has become clear to the Parties that the Baseline Feeder needs substantial additional investment in order to continue to provide a reliable source of municipal supplies for Rialto, West Valley and potentially RHWC. As a result, the Parties are constructing the Baseline Feeder Well Replacement and Improvement Project (the “**Project**”), which consists of two replacement wells, a reservoir tank, a booster station, the rehabilitation and re-equipping of the Perris Street Well, and other needed appurtenances in order for Valley District to continue conveying water from the San Bernardino Basin Area (the “**SBBA**”) to users within the respective service areas of Rialto and West Valley, and potentially RHWC. More detailed specifications for the Project are shown in Exhibit “E”. The combination of the Baseline Feeder and the Project is referred to in this Restated Agreement as the “**New Baseline Feeder.**”
- G. Valley District has issued bonds to facilitate the design and construction of the Project. A copy of Valley District’s filing with the Internal Revenue Service documenting the issuance of bonds is attached as Exhibit “F”.
- H. The Parties are entering into this Restated Agreement to accomplish several objectives. First, Rialto, RHWC and West Valley seek to obtain an assurance from Valley District that the water supplies required by their respective retail customers will be available to them, on the terms and conditions specified in this Restated Agreement. Second, Rialto, RHWC and West Valley seek to obtain an assurance from Valley District that Valley District will construct, operate and maintain the New Baseline Feeder on the terms and conditions specified in this Restated Agreement. Third, Valley District seeks to obtain assurances from Rialto, RHWC and West Valley that they will pay for the cost of constructing, operating and maintaining the New Baseline Feeder, which includes paying the costs of operating, maintaining, improving and repairing the Baseline Feeder and destroying the 9<sup>th</sup> Street Well, as specified in this Restated Agreement. Fourth, all Parties wish to enter into an agreement that, to the extent feasible, avoids future disagreements over the operation and ownership of the New Baseline Feeder.
- I. The Parties wish to memorialize their agreements by entering into this Restated Agreement.

Agreements

The Parties agree as follows:

1. *Term of Agreement.*

- a. *Initial Term.* This Restated Agreement shall extend for a term of thirty (30) years, or until the debt incurred by Valley District in financing the Project is paid in full, including any interest or other charges, whichever occurs later ("**Initial Term**").
- b. *Extensions.* This Agreement shall renew automatically for successive terms of ten (10) years unless all of the Parties agree to terminate this Restated Agreement at least one hundred twenty (120) days prior to the end of the then current term. Notwithstanding anything to the contrary contained herein, the Parties may agree, at any time after the Initial Term, to: (i) terminate this Restated Agreement and divide the New Baseline Feeder among the Parties in proportion to each Party's share of the capital costs of those facilities, or (ii) terminate this Restated Agreement and transfer all remaining responsibilities and obligations under this Restated Agreement to a joint exercise of powers authority formed under the provisions of Government Code sections 6500 *et seq.* Notwithstanding a termination of this Restated Agreement and/or the termination of the Assignment Agreement referenced in paragraph 2.c.ii. below, Valley District shall have the continuing obligation to deliver water to the other Parties as provided in this Restated Agreement on the terms and conditions set forth herein.

2. *Construction, Operation and Maintenance of the Project*

- a. *Lease by West Valley.* The Parties acknowledge that West Valley holds title in fee simple to the land on which the two replacement wells and other associated appurtenances are being constructed. As a condition precedent to this Restated Agreement becoming effective, Valley District has entered into a lease with West Valley by which West Valley leases the land in question to Valley District, or its successors or assignees, for a period that is identical to the term of this Restated Agreement. An executed copy of the lease agreement between West Valley and Valley District is attached hereto as Exhibit "G".
- b. *Construction.* Valley District shall construct the Project in a timely manner in accordance with the plans and specifications attached hereto as Exhibit "E". The Parties anticipate that the Project shall be completed by June 30, 2012. Valley District shall provide monthly updates on changes to the plans, specifications, and schedules. If, at any time during the construction, Valley District projects that the total changes for construction of the Project will exceed the contracted amount by 5% or more, Valley District shall obtain the prior consent of the Parties. Valley District shall not be liable for any delays or additional costs in constructing the

Project, save for the negligence, intentional acts and willful misconduct of Valley District and its employees, agents and contractors.

- c. *Operation and Maintenance.* Upon completion of the Project, Valley District shall be solely responsible for the operation and maintenance of the Project.
- i. Absent an assignment pursuant to subparagraph ii below, Valley District shall operate and maintain the Project so that all water delivered to the other Parties complies with public health standards established by the State of California for domestic use.
  - ii. Valley District may assign its responsibility to operate and maintain the Project to any public agency certified by the California Department of Public Health or its successor to provide domestic water supplies. As of the effective date of this Agreement, Valley District intends to assign its responsibility under this subparagraph 2.c.ii to West Valley, but nothing in this Agreement shall be construed to limit Valley District's discretion to assign its responsibilities under this subparagraph 2.c.ii to an agency other than West Valley or not to assign its responsibilities to any other agency.
    - (1) Any such assignment shall be in writing and shall oblige the assignee to operate the Project so as to meet the delivery schedules established by means of this Restated Agreement.
    - (2) Any such assignment shall be made pursuant to the form assignment and assumption agreement attached hereto as Exhibit "H", and specifically, shall provide that the assignee shall, to the extent permitted by California law, indemnify, defend and hold Valley District harmless, for the operation and maintenance of the Project.
    - (3) Any such assignment shall not become effective until it is approved in writing by the Parties to this Restated Agreement. The assignment shall provide that the assignee may not assign its obligations to a third party without the prior written consent of the Parties to this Restated Agreement.
    - (4) The Parties hereby pre-approve Valley District's assignment of its responsibilities to operate and maintain the Project to West Valley by means of an assignment and assumption agreement substantially in the form attached hereto as Exhibit "H".



- (5) In the event that any Party believes that West Valley has failed to perform its obligations under the assignment referred to in the immediately preceding subparagraphs, that Party may invoke the dispute resolution provisions of paragraph 10(b) to request Valley District to revoke the assignment or take such other action as may be appropriate.
- d. *Ownership of Project Facilities.* Valley District shall own, in fee simple, all facilities constructed as part of the Project until the each of the other Parties completes payment of the capital cost of those facilities. Upon a Party's making complete payment of its share of the capital costs (and interest thereupon) of the Project facilities to Valley District, the Party may request that Valley District transfer the Party's proportional ownership of Project facilities to the Party and Valley District shall transfer such proportional ownership to the Party regardless of whether other Parties have completed making their respective capital payments.
- e. *Costs.* All Parties agree that the construction, operation and maintenance of the Project will occur at no cost to Valley District. Valley District shall finance the construction of the Project but shall be entitled to recover all of its costs (including, but not limited to, financing costs, experts and attorneys' fees, and direct expenditures) from the other Parties as specified in this Restated Agreement, save for costs directly caused by the negligence, intentional acts and willful misconduct of Valley District and its employees, agents and contractors.
3. *Deliveries of Water*
- Valley District shall deliver water to the other Parties from the Project and the other Parties shall take delivery of such water on the terms and conditions specified in this Restated Agreement.
- a. *System Capacity.* The Parties understand and acknowledge that the current allowed maximum delivery from the Project is 7,500 acre-feet/year pursuant to the "*Agreement to Develop and Adopt an Institutional Controls Groundwater Management Program*" as amended. Valley District will use reasonable efforts to meet the other Parties' delivery requests on a real-time basis. However, the Parties also understand and acknowledge that deliveries may be reduced at any time due to drought, equipment failure, or other causes. Valley District shall not be liable for any reductions in deliveries, save for reductions in deliveries directly caused by the negligence, intentional acts and willful misconduct of Valley District and its employees, agents and contractors.

- b. *Maximum Delivery Quantities.* RHWC understands and acknowledges that water it may obtain under the provisions of this Agreement is a stand-by source and that RHWC does not anticipate taking deliveries on a regular basis. Notwithstanding the prior sentence, RHWC shall be entitled to obtain a maximum delivery of 900 acre-feet/year, West Valley shall be entitled to obtain a maximum delivery of 2/3 of the remaining available water, or 4,400 acre-feet if RHWC takes delivery of 900 acre-feet, up to 5,000 acre-feet if RHWC takes no delivery; and Rialto shall be entitled to obtain a maximum delivery of 1/3 of the remaining available water, or 2,200 acre-feet if RHWC takes delivery of 900 acre-feet, up to 2,500 acre-feet if RHWC takes no delivery.
- c. *Maximum Delivery Flow Rates for RHWC.* The maximum delivery flow rate for RHWC is limited to 1,000 gallons per minute.
- d. *Limits on Deliveries Outside the Boundaries of Valley District.*
  - i. *Rialto and West Valley.* Rialto and West Valley agree that all water delivered to them through the New Baseline Feeder shall be used within the boundaries of Valley District. Rialto and West Valley further agree that neither water delivered through the New Baseline Feeder nor any other water available to Rialto or West Valley that may be surplus to its needs as a result of the supply available from the New Baseline Feeder, shall be delivered or exchanged in any way for use outside the boundaries of Valley District.
  - ii. *RHWC.* RHWC agrees that all water delivered to RHWC pursuant to the terms of this Restated Agreement shall be deemed to be an "extraction" by RHWC from the SBBA under the terms of the so-called "*Western Judgment*" (*Western Municipal Water District et al. v. East San Bernardino County Water District et al.*, Riverside County Superior Court Case No. 78426). Any deliveries of water to RHWC shall be consistent with the *Western Judgment* and nothing in this Restated Agreement shall be construed to modify the provisions of the *Western Judgment* in any way. If there is any inconsistency between the provisions of the *Western Judgment* and this Restated Agreement, the terms of the *Western Judgment* shall control.
- e. *Delivery Schedule.* The Parties shall meet each December during the term of this Restated Agreement, or such other time as may be mutually agreed upon, to schedule their respective anticipated monthly demands for the following calendar year.

- i. Valley District shall prepare a monthly report detailing deliveries to the Parties during the previous month and the calendar year-to-date. Valley District shall email this report to the other Parties no later than 15 days after the receipt of delivery data for the prior month from the other Parties.
- ii. West Valley or Rialto may take deliveries greater than their respective annual allocations, *provided however*, that the other Parties receiving deliveries from the Project in that year agree to reduce their respective allocated quantities by an equivalent quantity, and *provided further* that under no circumstances shall the total deliveries in a calendar year from the Project exceed 7,500 acre-feet.
- iii. In the event that RHWC determines, after the annual delivery schedule has been established, that it requires additional water (but not in excess of the 900 afy), then Valley District shall give priority to deliveries to RHWC over deliveries to West Valley or Rialto. Any reductions in deliveries to West Valley or Rialto shall be in proportion to their respective remaining deliveries during that year.
- iv. Any modification to the annual delivery schedule agreed upon at the December meeting must be provided to Valley District at least one month prior to the month in which there is a change to the previously approved delivery schedule, save in the case of drought, disruption of State Water Project supplies, or emergency, during which each of the other Parties will provide as much notice to Valley District as is possible under the circumstances.
- v. Notwithstanding actual deliveries under the terms of this Restated Agreement, RHWC, Rialto and West Valley shall at all times be subject to the payment terms set forth in paragraph 4 below.
- f. *Water Supplies from the City of San Bernardino.* Valley District, acting on behalf of the other Parties to this Restated Agreement, will attempt to negotiate a contract with City of San Bernardino Municipal Water Department (“**SBMWD**”) for a long-term contract for delivery of water from the SBMWD’s Encanto Booster Station in the event of emergency or as additional supplemental water supply to the Project. Nothing in the preceding sentence shall require Valley District to successfully negotiate an agreement with SBMWD. The Parties understand and acknowledge that such an agreement may result in a standby/availability charge from SBMWD that would be passed through to Parties receiving water from SBMWD.

- g. *Emergency Water Supplies.* Nothing in this Restated Agreement shall be construed to prevent any Party from securing emergency or supplemental water supplies from any other water purveyor, *provided that* such emergency or supplemental water supplies may only be used within the available capacity of the New Baseline Feeder.
- h. *System Hydraulics.* Valley District, in cooperation with the other Parties to this Restated Agreement, will evaluate the New Baseline Feeder system hydraulics needed to allow the other Parties to be able to receive the water deliveries contemplated by this Restated Agreement and, not later than December 31, 2013, construct any improvements needed for such deliveries to occur.
  - i. The cost of evaluating the New Baseline Feeder hydraulics, determining potential improvements that would allow the Parties to receive the water deliveries contemplated in this Restated Agreement, and implementing such improvements shall be treated as capital costs for the Project.
  - ii. Valley District estimated the cost of such improvements at \$500,000 and shared that estimate with the other Parties to this Agreement. All Parties believe that the estimate is reasonable but recognize that the actual cost of such improvements may be greater or less than the estimate, depending upon a number of factors.
  - iii. Valley District has financed such costs through the issuance of bonds and shall be reimbursed for such capital expenditures as provided in paragraph 4 below, provided that if Valley District anticipates that the cost of these improvements will exceed \$550,000, Valley District shall promptly consult with the other Parties to this Agreement and shall obtain their consent before proceeding further.
- i. *Temporary Interruptions of Deliveries.* Valley District may temporarily discontinue or reduce the delivery of water to the Parties for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any facilities necessary for the delivery of water to each Party. Valley District shall provide each Party with advance notice of such interruptions as far in advance as possible, except in cases of emergency, in which case advance notice need not be given. Whenever possible, Valley District shall performed scheduled maintenance, repair, or replacement of any facilities that may cause temporarily discontinue or reduce the delivery of water to the Parties between November and April and shall attempt to provide the Parties with 60-90 days' advance notice of such maintenance, repair or replacement. The interruption of service, however, shall not excuse nonpayment of amounts owed to Valley District under paragraph 4 below.

4. *Payments*

- a. *Capital Payments by RHCW.* RHCW shall pay Valley District the following amounts:
  - i. An annual minimum stand-by payment of \$12,000, payable in equal monthly installments, to defray the capital costs of the Project.
  - ii. If RHCW decides to request water delivered through the Project, RHCW will pay its proportionate share of the capital costs of the Project, with a minimum annual payment of \$12,000.
- b. *Capital Payments by Rialto and West Valley.* Rialto and West Valley shall pay Valley District the following amounts:
  - i. After subtracting RHCW's annual capital payment, as defined in paragraph 4.a. above, from the total annual capital repayment due to Valley District, West Valley shall pay Valley District 2/3 of the remaining total annual capital repayment and Rialto shall pay Valley District 1/3 of the remaining total annual capital repayment in monthly installments. These payments are to be made regardless of the quantity of water delivered to Rialto or West Valley, notwithstanding droughts, equipment failure, or any other conditions.
  - ii. If conditions or deliveries change during the course of a calendar year, Valley District shall calculate the over/undercharge and Rialto and/or West Valley shall pay those over/undercharges during the following calendar year, without interest. Sample procedures for these calculations are shown in Exhibit "I" and an example of the capital payment schedule is shown in Exhibit "J".
- c. *Additional Payment by Rialto.* Rialto shall make a monthly payment to Valley District as consideration for Valley District's amortizing the outstanding balance for past Baseline Feeder charges. The annual charge is shown in Exhibit "J".
- d. *Payment for State Water Project Water Recharge.* RHCW, Rialto and West Valley shall each make a monthly payment to Valley District for Valley District to recharge State Water Project Water in the Sweetwater, Devil Canyon, Badger, and Waterman basins. Each Party's payment shall be equal to the product of: (i) 25%, (ii) the quantity of water in acre-feet delivered to the Party during the preceding calendar year, and (iii) the unit cost of recharge water in acre-feet as determined by Valley District as part of its Cooperative Recharge Program or any successor program. The current unit cost of recharge water is \$118/af. Each

Party shall pay, on a monthly basis, its share of costs for the State Water Project Water Recharge.

- e. *Payments to Defray Operation and Maintenance Costs.* Each Party shall pay, on a monthly basis, its share of the costs incurred by Valley District to operate and maintain the Project. Such costs include, but are not limited to, actual pumping, maintenance and replacement costs, plus actual treatment costs, if any, including any treatment costs associated with the removal of contaminants to levels that comply with health-based standards issued by the California Department of Public Health and/or other state or federal regulatory agencies.
- i. Valley District shall, not later than each November 1, tabulate its total costs for operating and maintaining the Project during the then-current calendar year (projected for a 12-month period) and provide its estimate of costs for the then-current and subsequent calendar years to the other Parties. Valley District may include in such tabulation of costs, but is not limited to, experts and attorneys' fees, and direct expenditures. Valley District may not charge a premium or general/administrative fee for operating or maintaining the Project.
- ii. Each Party's share of the costs of operating and maintaining the Project shall be the product of: (i) unit water cost for the year, which is the total operation and maintenance costs incurred by Valley District divided by the amount of water delivered, and (ii) the quantity of water delivered to the Party.
- iii. Initially, the Parties estimate that the unit cost of water will be \$90/acre-foot.
- iv. Valley District will adjust unit costs based on the actual operation, maintenance and State Water Project Water recharge costs for each calendar year. Valley District will invoice RHCW, Rialto and West Valley for any over/undercharges by spreading those charges over the next 12 monthly bills as a "true up." An example of a "true up" calculation is shown as Exhibit "T".
- v. If, at any time during a calendar year, Valley District projects that the total annual cost for operation and maintenance of the Project during the year will exceed the budgeted amount by 10% or more, the Parties shall promptly meet to determine whether to: (i) increase the budget, (ii) modify the expense line items to keep actual expenses within 10% of the budgeted amount, or (iii) take any other action(s) that may be appropriate under the circumstances. All Parties must consent to any action taken under this subparagraph v.

- f. *Payments Obligatory.* Each Party shall make all payments required by this Restated Agreement as they become due, notwithstanding any individual default by its customers or users, any dispute over charges, or any change in water deliveries, capital costs, operation and maintenance costs or otherwise.

5. *Provisions Applying to the Ninth Street Well and the Baseline Feeder*

- a. *Ownership of Capacity.* The Parties agree to the following ownership of capacity by percentages for each phase of the Baseline Feeder, shown on Exhibit "K", and the 9<sup>th</sup> St. Well, which are based on the proportionate share of capital costs paid by each Party.

Agency	9 <sup>th</sup> St Well & Surge Chamber	BLF Wasteline	BLF Phase I	BLF Phase II	BLF Phase III	BLF Phase IV
Valley District	18.5%	18.5%	18.5%	18.5%	33.3%	33.3%
West Valley	48%	48%	48%	48%	33.3%	33.3%
Rialto	24%	24%	24%	24%	33.3%	33.3%
RHWC	9.5%	9.5%	9.5%	9.5%	0%	0%

- b. *Relation to Prior Agreement.* Valley District, West Valley and Rialto agree that this Restated Agreement supplements the "Agreement among the San Bernardino Valley Municipal Water District, the City of Rialto, and West San Bernardino County Water District for the Construction, Operation, and Maintenance of Phase 3 and 4 of the Baseline Feeder" executed in October 1990. To the extent that the terms of this Restated Agreement are inconsistent with the terms of the aforementioned agreement, the terms of this Restated Agreement shall control.
- c. *Responsibility for Works.* Valley District shall be responsible for the operation, maintenance, improvements, and repairs of the 9<sup>th</sup> St Well Site (including the surge chamber) and the Baseline Feeder Phase I, II, and wasteline pipeline. West Valley shall be responsible for the operation, maintenance, improvements, and repairs of the Baseline Feeder Phase III and IV pipeline.
- d. *Destruction of the Ninth Street Well.* The 9<sup>th</sup> St. Well equipment became inoperable in August 2005 due to deteriorated well casing and has been destroyed. The Parties agree to allocate the costs of well destruction in accordance with the proportionate share of ownership for the well as shown in the table above.

- e. *Annual Budget.* Valley District and West Valley shall annually prepare a budget for the operation, maintenance, improvements and repairs of the works for which they are responsible, as described in paragraph 5.c. above during the subsequent calendar year and shall present that budget to the other Parties for review and approval no later than each December 1.
- i. The budget will estimate the work required during the subsequent year, but Valley District and West Valley, in their respective reasonable discretion, may adjust the work to be performed as be required by good engineering practice.
  - ii. The budget shall allocate the costs of the work to be performed in proportion to the Parties' ownership shares of the various facilities as shown in the table above.
  - iii. If, at any time during a calendar year, Valley District or West Valley project that the total annual cost for operation and maintenance during the year will exceed the budgeted amount by 10% or more, the Parties shall promptly meet to determine whether to: (i) increase the budget, (ii) modify the expense line items to keep actual expenses within 10% of the budgeted amount, or (iii) take any other action(s) that may be appropriate under the circumstances. All Parties must consent to any action taken under this subparagraph iii.
  - iv. At the conclusion of each calendar year, Valley District and West Valley shall retain and credit for the next year any payments in excess of a Party's share of the actual work performed or invoice a Party for its underpayment for actual work performed.
  - v. All Parties shall pay all invoices issued by Valley District or West Valley within 30 days of receipt.
- f. *Advance Notice of Work.* Any planned work to operate, maintain, improve or repair these facilities shall be coordinated with all Parties as far in advance as reasonably feasible, except in cases of emergency, in which case advance notice need not be given. Whenever possible, Valley District and West Valley shall performed scheduled maintenance, repair, or replacement of any facilities that may cause temporarily discontinue or reduce the delivery of water to the Parties between November and April and shall attempt to provide the Parties with 60-90 days' advance notice of such maintenance, repair or replacement. Valley District and West Valley may, in their sole discretion, perform required work with their own forces, may contract for such work with other Parties or other public agencies, or may contract for such work with licensed contractors. The



interruption of service, however, shall not excuse nonpayment of amounts owed to either Valley District or West Valley.

6. *Use of Another Party's Capacity.* Each Party may use capacity owned by another Party, provided: (i) such capacity is not being used by the Party owning the capacity, (ii) there is a written agreement between the Parties involved for the use of such capacity, (iii) the Party using another Party's capacity agrees to pay the full cost (capital and operations and maintenance) associated with that capacity, and (iv) the agreement is also approved by the other Parties to this Restated Agreement. A Party may also lease its unused capacity to a non-Party on the terms described in the immediately preceding sentence, *provided however* that all Parties shall have a right of first refusal to lease such unused capacity.
7. *Additional Facilities.*
  - a. *Good Faith Negotiations.* The Parties recognize that, from time to time, one or more Parties may decide to construct additional facilities, pipeline, wells, and/or booster stations that increase the capacity of the New Baseline Feeder, improve its performance, provide additional flexibility, or otherwise serve the public interest. The Parties agree to negotiate, in good faith, the terms under which additional capacity, terms of operation, and costs and operating criteria for these new facilities are to be provided. The Parties agree, however, that the costs of any new facilities needed to meet increased demand (including but not limited to planning, design, permitting and construction and operation and maintenance) shall be allocated among the Parties proportionally based on the allocation of the additional production.
  - b. *Consistency with ICGMP Agreement.* If the Parties determine that it is necessary to expand the New Baseline Feeder in order to meet increased demands in the future, the Parties agree to work collaboratively in accordance with the "Agreement to Develop and Adopt an Institutional Controls Groundwater Management Program" as amended, to obtain any necessary approvals from local, state or federal regulatory agencies.
8. *Additional Parties.* The Parties recognize that public agencies that do not currently receive water deliveries from the Baseline Feeder or that will not receive water in the future from the New Baseline Feeder may wish to become Parties to this Restated Agreement. The Parties agree that such non-Parties may become Parties, with the consent of all of the then-current Parties, on the following terms and conditions:
  - a. Any new Party must pay a proportional share of the capital cost of the facility(ies) that are needed to deliver water to the new Party, including payment for capital costs incurred by the Parties prior to the date on which the new Party enters into this Restated Agreement.

- b. The current Parties to this Restated Agreement must agree that there is unused capacity available for the new Party and/or one or more Parties must agree to assign all or a portion of their current capacity to the new Party.
- c. Prior to any such assignment, each current Party shall have a right of first refusal to purchase such unused or potentially assignable capacity from the other Party on the same terms and conditions as the other Party offered the capacity to the new Party.

9. *Indemnification*

- a. *Indemnification by Valley District.* Valley District shall indemnify, defend and hold harmless RHCW, Rialto and West Valley, their directors, officers, employees and agents from and against all damages, liabilities, claims, actions, demands, costs and expenses (including, but not limited to, costs of investigations, lawsuits and any other proceedings whether in law or in equity, settlement costs, attorneys' fees and costs), and penalties or violations of any kind, which arise out of, result from, or are related to Valley District's performance of its obligations under this Restated Agreement.
- b. *Indemnification by RHCW, Rialto and West Valley.* RHCW, Rialto and West Valley shall each indemnify, defend and hold harmless Valley District, its directors, officers, employees and agents from and against all damages, liabilities, claims, actions, demands, costs and expenses (including, but not limited to, costs of investigations, lawsuits and any other proceedings whether in law or in equity, settlement costs, attorneys' fees and costs), and penalties or violations of any kind, which arise out of, result from, or are related to the performance of RHCW, Rialto and/or West Valley's respective obligations under this Restated Agreement.
- c. *Indemnification Procedures.* Any Party that is an indemnified party (the "**Indemnified Party**") that has a claim for indemnification against the other Party (the "**Indemnifying Party**") under this Restated Agreement, shall promptly notify the Indemnifying Party in writing, *provided, however*, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation unless (and then solely to the extent) the Indemnifying Party is prejudiced. Further, the Indemnified Party shall promptly notify the Indemnifying Party of the existence of any claim, demand, or other matter to which the indemnification obligations would apply, and shall give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with counsel of its own selection, *provided* that the Indemnified Party shall at all times also have the right to fully participate in the disputed matter at its own expense. If the Indemnifying Party, within a reasonable time after notice from the Indemnified Party, fails to defend a claim, demand or other

matter to which the indemnification obligations would apply, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter, on behalf, or for the account, and at the risk, of the Indemnifying Party. If the claim is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnified Party shall make available all information and assistance to the Indemnifying Party that the Indemnifying Party may reasonably request.

#### 10. *Administration of Restated Agreement*

- a. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Restated Agreement. Specifically, RHCW, Rialto and West Valley shall have access to all the accounting records and meter readings taken by Valley District or its contracted operator upon reasonable advance notice to Valley District.
  - i. *Retention of Records; Preservation of Privilege.* Each Party retain all such books, documents, papers or other records to facilitate such review in accordance with that Party's record retention policy. Access to each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.
  - ii. *Annual Approval of Project Accounting.* No later than each March 1, the Parties shall review and approve the accounting records for project expenditures in the prior year. To facilitate such review and approval, Valley District and West Valley shall provide accounting records for the prior calendar year to the other Parties no later than January 31 of each year.
  - iii. *Outside Auditors.* Any Party may, at any time and at its sole cost, hire an auditor to examine the accounting for work performed pursuant to this Restated Agreement. The Parties may also agree to retain an independent auditor to review the accounting for work performed pursuant to this Restated Agreement. The costs of such an auditor will be shared proportionally among the Parties based on their respective percentages of the capital cost for the year(s) for which records are examined.
- b. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Restated Agreement. The Parties agree that they may attempt to resolve disputes as follows:

- i. *Statement Describing Alleged Violation or Interruption of Restated Agreement.* A Party or Parties alleging a violation or interruption of this Restated Agreement (the “**Initiating Party(ies)**”) shall provide a written statement describing all facts that it believes constitute a violation or interruption of this Restated Agreement to the Party(ies) alleged to have violated or interrupted the terms of this Restated Agreement (the “**Responding Party(ies)**”).
- ii. *Response to Statement of Alleged Violation or Interruption.* The Responding Party(ies) shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation or interruption of this Restated Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation or interruption to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.
- iii. *Mediation of Dispute.* If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Councilperson. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies).
- iv. *Prior to Claims Under California Tort Claims Act.* The Parties agree that the procedure described in this paragraph 10.b. represents an effort to resolve disputes without the need for a formal claim under the California Tort Claims Act or other applicable law. The period of time for the presentation of a claim by one Party against another shall be tolled for the period from the date on which the Initiating Party(ies) file a written statement until the date upon which the mediator renders a decision.
- v. *Reservation of Rights.* Nothing in this paragraph 10.b. shall require a Party to comply with a decision of the mediator and, after the completion of the mediation process described above, each Party shall retain and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Restated Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days’ written notice of its intent to sue to all Parties.

11. *General Provisions.*

- a. *Authority.* Each signatory of this Restated Agreement represents that s/he is authorized to execute this Restated Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Restated Agreement and to perform all obligations under this Restated Agreement.
- b. *Amendment.* This Restated Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Restated Agreement.
- c. *Jurisdiction and Venue.* This Restated Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Restated Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.
- d. *Headings.* The paragraph headings used in this Restated Agreement are intended for convenience only and shall not be used in interpreting this Restated Agreement or in determining any of the rights or obligations of the Parties to this Restated Agreement.
- e. *Construction and Interpretation.* This Restated Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Restated Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Restated Agreement.
- f. *Entire Agreement.* This Restated Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Restated Agreement and, save as expressly provided in this Restated Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Restated Agreement.
- g. *Partial Invalidity.* If, after the date of execution of this Restated Agreement, any provision of this Restated Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Restated Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- h. *Successors and Assigns.* This Restated Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Restated Agreement. Save as described in paragraph 2 above, no Party may

assign its interests in or obligations under this Restated Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

- i. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Restated Agreement and forbearance to enforce one or more of the rights or remedies provided in this Restated Agreement shall not be deemed to be a waiver of that right or remedy.
- j. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action to enforce or interpret this Restated Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.
- k. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Restated Agreement.
- l. *Compliance with Law.* In performing their respective obligations under this Restated Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
- m. *Third Party Beneficiaries.* This Restated Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- n. *Counterparts.* This Restated Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- o. *Notices.* All notices, requests, demands or other communications required or permitted under this Restated Agreement shall be in writing unless provided otherwise in this Restated Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

CITY OF RIALTO

City Manager  
City of Rialto  
150 S. Palm Ave.  
Rialto, CA 92376  
(909) 820-2525 (telephone)  
(909) 873-2921 (facsimile)

RIVERSIDE HIGHLAND WATER COMPANY

General Manager  
Riverside Highland Water Company  
12374 Michigan Street  
Grand Terrace, CA 92313-5602  
(909) 825-4128 (telephone)  
(909) 825-1715 (facsimile)

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

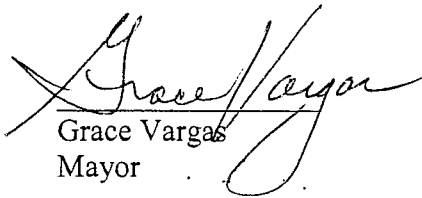
General Manager  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408-2725  
(909) 387-9200 (telephone)  
(909) 387-9247 (facsimile)

WEST VALLEY WATER DISTRICT

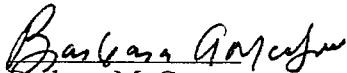
General Manager  
West Valley Water District  
855 W. Base Line Rd.  
Rialto, CA 92377  
(909) 875-1804 (telephone)  
(909) 875-1849 (facsimile)

---- Signatures on the following page ----

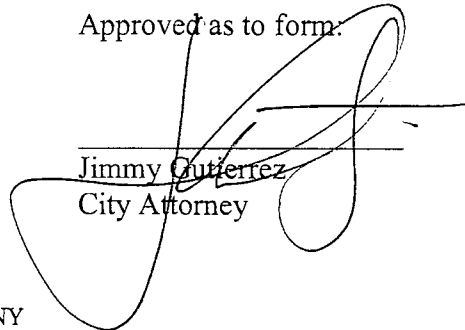
CITY OF RIALTO

  
Grace Vargas  
Mayor

Attest:

  
Barbara McGee  
City Clerk

Approved as to form:

  
Jimmy Gutierrez  
City Attorney

RIVERSIDE HIGHLAND WATER COMPANY

\_\_\_\_\_  
William McKeever, President  
Board of Directors

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

\_\_\_\_\_  
C. Patrick Milligan  
President, Board of Directors

WEST VALLEY WATER DISTRICT

Attest:

\_\_\_\_\_  
Earl Tillman, Jr., President  
Board of Directors

\_\_\_\_\_  
Peggy Asche  
Secretary of the Board of Directors



CITY OF RIALTO

\_\_\_\_\_  
Grace Vargas  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Barbara McGee  
City Clerk

\_\_\_\_\_  
Jimmy Gutierrez  
City Attorney

RIVERSIDE HIGHLAND WATER COMPANY

  
William McKeever, President  
Board of Directors

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

\_\_\_\_\_  
C. Patrick Milligan  
President, Board of Directors

WEST VALLEY WATER DISTRICT

Attest:

\_\_\_\_\_  
Earl Tillman, Jr., President  
Board of Directors

\_\_\_\_\_  
Peggy Asche  
Secretary of the Board of Directors

CITY OF RIALTO

\_\_\_\_\_  
Grace Vargas  
Mayor

Attest:

Approved as to form:

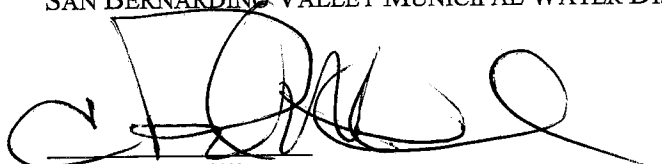
\_\_\_\_\_  
Barbara McGee  
City Clerk

\_\_\_\_\_  
Jimmy Gutierrez  
City Attorney

RIVERSIDE HIGHLAND WATER COMPANY

\_\_\_\_\_  
William McKeever, President  
Board of Directors

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

  
\_\_\_\_\_  
C. Patrick Milligan  
President, Board of Directors

WEST VALLEY WATER DISTRICT

Attest:

\_\_\_\_\_  
Earl Tillman, Jr., President  
Board of Directors

\_\_\_\_\_  
Peggy Asche  
Secretary of the Board of Directors

CITY OF RIALTO

\_\_\_\_\_  
Grace Vargas  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Barbara McGee  
City Clerk

\_\_\_\_\_  
Jimmy Gutierrez  
City Attorney

RIVERSIDE HIGHLAND WATER COMPANY

\_\_\_\_\_  
William McKeever, President  
Board of Directors

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

\_\_\_\_\_  
C. Patrick Milligan  
President, Board of Directors

WEST VALLEY WATER DISTRICT

\_\_\_\_\_  
Earl Tillman, Jr., President  
Board of Directors

Attest:

\_\_\_\_\_  
Peggy Asche  
Secretary of the Board of Directors

EXHIBIT "A"

CONTRACT BETWEEN THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND WEST SAN BERNARDINO COUNTY WATER DISTRICT FOR A WATER SUPPLY FROM FACILITIES TO BE CONSTRUCTED KNOWN AS THE "BASELINE FEEDER"

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This agreement is made by and between the San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, hereinafter "SBVMWD," and West San Bernardino County Water District, a county water district organized and existing under the County Water District Law, hereinafter "West District," on the date written at the end hereof.

RECITALS

The SBVMWD proposes to construct water facilities known as the "Baseline Feeder" consisting of a pipeline and associated facilities to convey water from the southern and central part of the San Bernardino Basin to users on the west side of the SBVMWD. It is anticipated that the SBVMWD will finance the cost of such facilities through arrangements with a lender or lenders. The parties desire to provide assurance through this agreement and related agreements that the additional water supply required by West District will be available to it, and that the cost of the facilities to be constructed pursuant to this agreement will be

amortized by the parties contracting for such supply.

NOW THEREFORE, IT IS AGREED as follows:

1. The SBVMWD shall construct the Baseline Feeder facilities for delivery of water into West District's distribution system as shown on Plate 1. In performing such construction the wells shall be drilled and tested prior to construction of the other facilities. Upon completion of the facilities SBVMWD shall deliver water to West District's system in quantities as required to meet the delivery schedule of West District arranged pursuant to this agreement. Except as otherwise specifically agreed by SBVMWD, the facilities constructed by the SBVMWD shall be its property, and it shall be responsible for their operation, maintenance and replacement.

2. West District shall be entitled to delivery of water from the Baseline Feeder in the flow rates and amounts and upon the schedule attached hereto as Exhibit "A". During the period this agreement is in effect or any extension thereof, SBVMWD shall reserve capacity in the Baseline Feeder facilities to make such deliveries to West District. West District shall periodically submit a schedule of actual deliveries desired so that reasonable operation requirements for such deliveries may be met. The water delivered shall comply with public health standards for domestic use. Deliveries shall be made in accordance with the SBVMWD Rules and Regulations for the Sale and Delivery of Water as they may from time to time be in effect.

3. West District shall pay for its rights to the delivery of water provided herein in accordance with the schedule set forth on Exhibit "B" attached hereto. Failure or refusal to accept delivery of project water to which it is entitled shall in no way relieve it of its obligation to make payments to the SBVMWD as provided for herein. West District shall make such payments as they become due, notwithstanding any individual default by its customers or users, or any change in its requirements.

4. The water made available for delivery hereunder shall be delivered for use only within the boundaries of the SBVMWD, and West District agrees that neither such water nor any other water available to West District which may be surplus to its needs as a result of the supply available from the Baseline Feeder, shall be delivered or exchanged for use outside the SBVMWD.

5. This agreement shall be in effect for a period of 20 years commencing January 1, 1990 and ending December 31, 2009; provided that it shall not terminate until the debt incurred by the SBVMWD for the Baseline Feeder Facilities is paid in full. At any time during the last year (2009) if West District is not then in default under the terms herein, West District may extend this agreement for an additional 10 years by written notice given to SBVMWD. West District shall have options to extend this agreement for two additional 10 year periods, each to be exercisable during the last year to which this agreement has theretofore been extended, if West District is not then in

default.

6. This agreement shall be contingent upon the occurrence of all the following events on or before February 1, 1990.

a. Execution of sufficient purchase agreements with the City of Rialto and other users for the Baseline Feeder project to guarantee the SBVMWD that it will receive payments sufficient to cover the capital cost of the facilities.

b. Execution of an agreement with the City of San Bernardino providing for the right of way for the pipeline.

c. Execution of an agreement with the San Bernardino County Flood Control District providing for the Baseline Feeder to cross San Bernardino County Flood Control District property and facilities.

On or about said date, SBVMWD shall notify West District whether or not such contingencies have occurred. If such contingencies have not occurred, this agreement shall be of no further force and effect; if such contingencies have occurred the parties hereto shall proceed with the fulfillment of the terms hereof.

7. West District shall have access to all the accounting records and meter readings taken by SBVMWD upon reasonable notice to SBVMWD.

8. Neither this Agreement nor any duties or obligations hereunder shall be assigned by West District without the prior written consent of the SBVMWD, and any such assignment without the consent of the SBVMWD shall at its option be void. Subject to the foregoing, this agreement and all of its provisions shall apply to and bind the successors and assigns of the parties.

9. Each party to this Agreement agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

10. This Agreement may be amended in writing by unanimous action of the Parties.

11. If a dispute arises as to the interpretation or implementation of any provision of this Agreement, the issue or issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purposes, an arbitrator shall be selected by agreement of the Parties. The agreed-upon arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (Section 1280 et seq.).

12. In the event of legal action or arbitration to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall be entitled, in addition to any other form of relief, to recover its reasonable attorney's fees and costs of suit.



13. The SBVMWD may temporarily discontinue or reduce the delivery of water to the West District hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any facilities necessary for the delivery of water to West District. The SBVMWD shall notify West District as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case advance notice need not be given. As nearly as possible any discontinuance or reduction in service shall be scheduled between October 1 and May 1. No such temporary discontinuance or reduction in deliveries shall excuse payment of the minimum monthly installment as set forth in Exhibit "B".

14. (a) Neither SBVMWD nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water supplied to West District after such water has been delivered into West District facilities; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said point; and West District shall indemnify and hold harmless SBVMWD and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither West District nor any of its officers, agents, or employees shall be liable for the control, carriage,

handling, use, disposal, or distribution of Baseline Feeder project water before such water has passed out of the facilities constructed and owned by SBVMWD; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water before it has passed beyond said point; and the SBVMWD shall indemnify and hold harmless West District and its officers, agents, and employees from any such damages or claims of damages.

15. It is recognized that from time to time additional facilities, pipelines, wells and/or booster stations may be constructed in addition to the Baseline Feeder facilities. West District and SBVMWD agree to negotiate in good faith additional capacity, terms of operation, and costs for these new facilities and to reach agreement upon the costs and operating criteria for these new facilities before changing the then current operating and payment provisions for the Baseline Feeder facilities as provided in this agreement.

16. West District and SBVMWD foresee the desirability of providing for potential future participation in the Baseline Feeder Facilities for agencies which do not currently need a supply of water therefrom. Any agreement made by SBVMWD reserving capacity for future use shall require payment of a proportionate share of the capital cost component of the pricing formula, including provisions for any prior capital costs.

17. Except as may be otherwise agreed by the parties

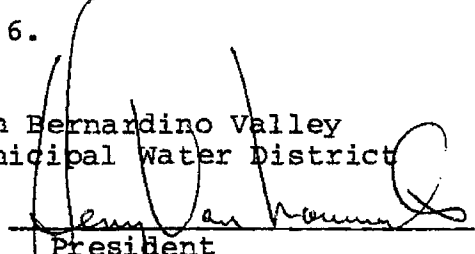
hereto, after West District has commenced making payments under this contract and until the debt incurred to finance the Baseline Feeder facilities has been paid off, any contract entered into by the SBVMWD with any other entity which entitles such entity to delivery of water from the Baseline Feeder facilities and reserves capacity in the Baseline Feeder facilities to make such deliveries shall require such entity to make payment at not less than the terms and rates specified in this contract, including provision for prior capital costs.

18. SBVMWD may, at its option, waive satisfaction of the contingencies specified in section 6.

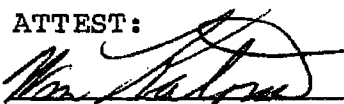
Dated: November 29, 1989

San Bernardino Valley  
Municipal Water District

by

  
President

ATTEST:

  
Secretary

Dated: December 7, 1989

West San Bernardino County  
Water District

by

  
President

ATTEST:

  
Secretary

EXHIBIT "A"

Schedule of Deliveries Available

	<u>Maximum Flow Rate</u>
First Year	2,000 gpm
Subsequent Years	4,000 gpm

EXHIBIT "B"

Payment Schedule

Price per acre foot

Price per acre foot shall be determined as follows:

<u>Fiscal Year</u>	<u>Pricing formula</u>
1st	\$80.00
2nd through 20th	The higher of (a) \$80.00; or (b) \$30.00 capital recovery charge (adjusted as provided below), plus actual pumping and maintenance cost, plus actual treatment cost, if any, as determined by the SBVMWD board.
after 20th	As set by the SBVMWD board

The first fiscal year shall commence the first day of the first month in which deliveries are made, or the first day of the sixth month prior to the first month in which SBVMWD has an obligation to make payments on principal or interest of debt incurred to construct the Baseline Feeder Facilities, whichever is earlier. The \$30 capital recovery charge shall be adjusted annually to reflect the actual capital payments for the Baseline Feeder facilities.

Minimum Annual Payment

The minimum annual payment shall be an amount computed at the above price per acre foot for 2,500 acre feet for the first year and for 5,000 acre feet for subsequent years.

Payment Schedule

The minimum annual payment shall be made in 12 equal monthly installments ("minimum monthly installment") due on the first day

of each month. Payment for quantities delivered in excess of the quantity covered by the minimum monthly installment shall be made by the 15th day of the following month, and may be deducted from the minimum monthly installment in any subsequent month in such fiscal year in which the minimum monthly installment exceeds a charge based on the price per acre foot, to the extent of such excess.

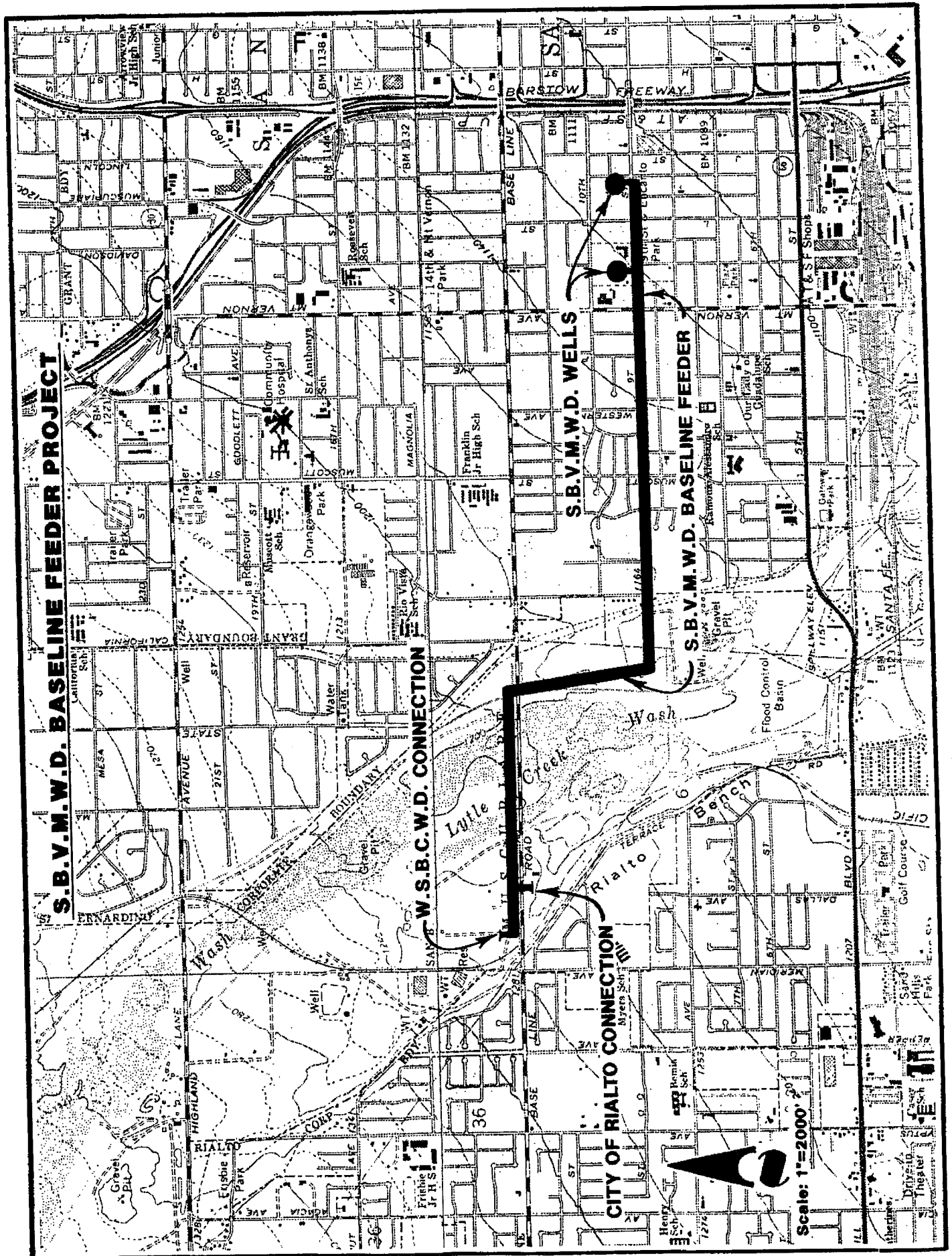


EXHIBIT "B"

CONTRACT BETWEEN THE SAN BERNARDINO VALLEY MUNICIPAL WATER  
DISTRICT AND CITY OF RIALTO FOR A WATER SUPPLY FROM FACILITIES  
TO BE CONSTRUCTED KNOWN AS THE "BASELINE FEEDER"

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This agreement is made by and between the San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, hereinafter "SBVMWD," and City of Rialto, hereinafter "Rialto," on the date written at the end hereof.

RECITALS

The SBVMWD proposes to construct water facilities known as the "Baseline Feeder" consisting of a pipeline and associated facilities to convey water from the southern and central part of the San Bernardino Basin to users on the west side of the SBVMWD. It is anticipated that the SBVMWD will finance the cost of such facilities through arrangements with a lender or lenders. The parties desire to provide assurance through this agreement and related agreements that the additional water supply required by Rialto will be available to it, and that the cost of the facilities to be constructed pursuant to this agreement will be amortized by the parties contracting for such supply.

NOW THEREFORE, IT IS AGREED as follows:

1. The SBVMWD shall construct the Baseline Feeder



facilities for delivery of water into Rialto's distribution system as shown on Plate 1. In performing such construction the wells shall be drilled and tested prior to construction of the other facilities. Upon completion of the facilities SBVMWD shall deliver water to Rialto's system in quantities as required to meet the delivery schedule of Rialto arranged pursuant to this agreement. Except as otherwise specifically agreed by SBVMWD, the facilities constructed by the SBVMWD shall be its property, and it shall be responsible for their operation, maintenance and replacement.

2. Rialto shall be entitled to delivery of water from the Baseline Feeder in the flow rates and amounts and upon the schedule attached hereto as Exhibit "A". During the period this agreement is in effect or any extension thereof, SBVMWD shall reserve capacity in the Baseline Feeder facilities to make such deliveries to Rialto. Rialto shall periodically submit a schedule of actual deliveries desired so that reasonable operation requirements for such deliveries may be met. The water delivered shall comply with public health standards for domestic use. Deliveries shall be made in accordance with the SBVMWD Rules and Regulations for the Sale and Delivery of Water as they may from time to time be in effect.

3. Rialto shall pay for its rights to the delivery of water provided herein in accordance with the schedule set forth on Exhibit "B" attached hereto. Failure or refusal to accept delivery of project water to which it is entitled shall in no way

relieve it of its obligation to make payments to the SBVMWD as provided for herein. Rialto shall make such payments as they become due, notwithstanding any individual default by its customers or users, or any change in its requirements.

4. The water made available for delivery hereunder shall be delivered for use only within the boundaries of the SBVMWD, and Rialto agrees that neither such water nor any other water available to Rialto which may be surplus to its needs as a result of the supply available from the Baseline Feeder, shall be delivered or exchanged for use outside the SBVMWD.

5. This agreement shall be in effect for a period of 20 years commencing January 1, 1990 and ending December 31, 2009; provided that it shall not terminate until the debt incurred by the SBVMWD for the Baseline Feeder Facilities is paid in full. At any time during the last year (2009) if Rialto is not then in default under the terms herein, Rialto may extend this agreement for an additional 10 years by written notice given to SBVMWD. Rialto shall have options to extend this agreement for two additional 10 year periods, each to be exercisable during the last year to which this agreement has theretofore been extended, if Rialto is not then in default.

6. This agreement shall be contingent upon the occurrence of all the following events on or before February 1, 1990.

a. Execution of sufficient purchase agreements with the West San Bernardino County Water District and other users for the

Baseline Feeder project to guarantee the SBVMWD that it will receive payments sufficient to cover the capital cost of the facilities.

b. Execution of an agreement with the City of San Bernardino providing for the right of way for the pipeline.

c. Execution of an agreement with the San Bernardino County Flood Control District providing for the Baseline Feeder to cross San Bernardino County Flood Control District property and facilities.

On or about said date, SBVMWD shall notify Rialto whether or not such contingencies have occurred. If such contingencies have not occurred, this agreement shall be of no further force and effect; if such contingencies have occurred the parties hereto shall proceed with the fulfillment of the terms hereof.

7. Rialto shall have access to all the accounting records and meter readings taken by SBVMWD upon reasonable notice to SBVMWD.

8. Neither this Agreement nor any duties or obligations hereunder shall be assigned by Rialto without the prior written consent of the SBVMWD, and any such assignment without the consent of the SBVMWD shall at its option be void. Subject to the foregoing, this agreement and all of its provisions shall apply to and bind the successors and assigns of the parties.

9. Each party to this Agreement agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

10. This Agreement may be amended in writing by unanimous action of the Parties.

11. If a dispute arises as to the interpretation or implementation of any provision of this Agreement, the issue or issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purposes, an arbitrator shall be selected by agreement of the Parties. The agreed-upon arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (Section 1280 et seq.).

12. In the event of legal action or arbitration to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall be entitled, in addition to any other form of relief, to recover its reasonable attorney's fees and costs of suit.

13. The SBVMWD may temporarily discontinue or reduce the delivery of water to the Rialto hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any facilities necessary for the delivery of water to Rialto. The SBVMWD shall notify Rialto as far in advance as

possible of any such discontinuance or reduction, except in cases of emergency, in which case advance notice need not be given. As nearly as possible any discontinuance or reduction in service shall be scheduled between October 1 and May 1. No such temporary discontinuance or reduction in deliveries shall excuse payment of the minimum monthly installment as set forth in Exhibit "B".

14. (a) Neither SBVMWD nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water supplied to Rialto after such water has been delivered into Rialto facilities; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said point; and Rialto shall indemnify and hold harmless SBVMWD and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither Rialto nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water before such water has passed out of the facilities constructed and owned by SBVMWD; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of

such water before it has passed beyond said point; and the SBVMWD shall indemnify and hold harmless Rialto and its officers, agents, and employees from any such damages or claims of damages.

15. It is recognized that from time to time additional facilities, pipelines, wells and/or booster stations may be constructed in addition to the Baseline Feeder facilities. Rialto and SBVMWD agree to negotiate in good faith additional capacity, terms of operation, and costs for these new facilities and to reach agreement upon the costs and operating criteria for these new facilities before changing the then current operating and payment provisions for the Baseline Feeder facilities as provided in this agreement.

16. Rialto and SBVMWD foresee the desirability of providing for potential future participation in the Baseline Feeder Facilities for agencies which do not currently need a supply of water therefrom. Any agreement made by SBVMWD reserving capacity for future use shall require payment of a proportionate share of the capital cost component of the pricing formula, including provisions for any prior capital costs.

17. Except as may be otherwise agreed by the parties hereto, after Rialto has commenced making payments under this contract and until the debt incurred to finance the Baseline Feeder facilities has been paid off, any contract entered into by the SBVMWD with any other entity which entitles such entity to delivery of water from the Baseline Feeder facilities and reserves capacity in the Baseline Feeder facilities to make such

deliveries shall require such entity to make payment at not less than the terms and rates specified in this contract, including provision for prior capital costs.

18. SBVMWD may, at its option, waive satisfaction of the contingencies specified in section 6.

Dated: November 29, 1989

San Bernardino Valley  
Municipal Water District

by   
President

ATTEST:

  
Secretary

Dated: December 11, 1989

City of Rialto

by   
Mayor John Longville

ATTEST:

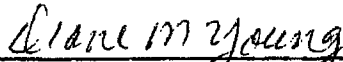
  
Deputy City Clerk Diane Young

EXHIBIT "A"

Schedule of Deliveries Available

	<u>Maximum Flow Rate</u>
First Year	2,000 gpm
Subsequent Years	4,000 gpm



## EXHIBIT "B"

### Payment Schedule

#### Price per acre foot

Price per acre foot shall be determined as follows:

<u>Fiscal Year</u>	<u>Pricing formula</u>
1st	\$80.00
2nd through 20th	The higher of (a) \$80.00; or (b) \$30.00 capital recovery charge (adjusted as provided below), plus actual pumping and maintenance cost, plus actual treatment cost, if any, as determined by the SBVMWD board.
after 20th	As set by the SBVMWD board

The first fiscal year shall commence the first day of the first month in which deliveries are made, or the first day of the sixth month prior to the first month in which SBVMWD has an obligation to make payments on principal or interest of debt incurred to construct the Baseline Feeder Facilities, whichever is earlier. The \$30 capital recovery charge shall be adjusted annually to reflect the actual capital payments for the Baseline Feeder facilities.

#### Minimum Annual Payment

The minimum annual payment shall be an amount computed at the above price per acre foot for 2,500 acre feet for the first year and for 2,500 acre feet for subsequent years.

#### Payment Schedule

The minimum annual payment shall be made in 12 equal monthly installments ("minimum monthly installment") due on the first day

of each month. Payment for quantities delivered in excess of the quantity covered by the minimum monthly installment shall be made by the 15th day of the following month, and may be deducted from the minimum monthly installment in any subsequent month in such fiscal year in which the minimum monthly installment exceeds a charge based on the price per acre foot, to the extent of such excess.

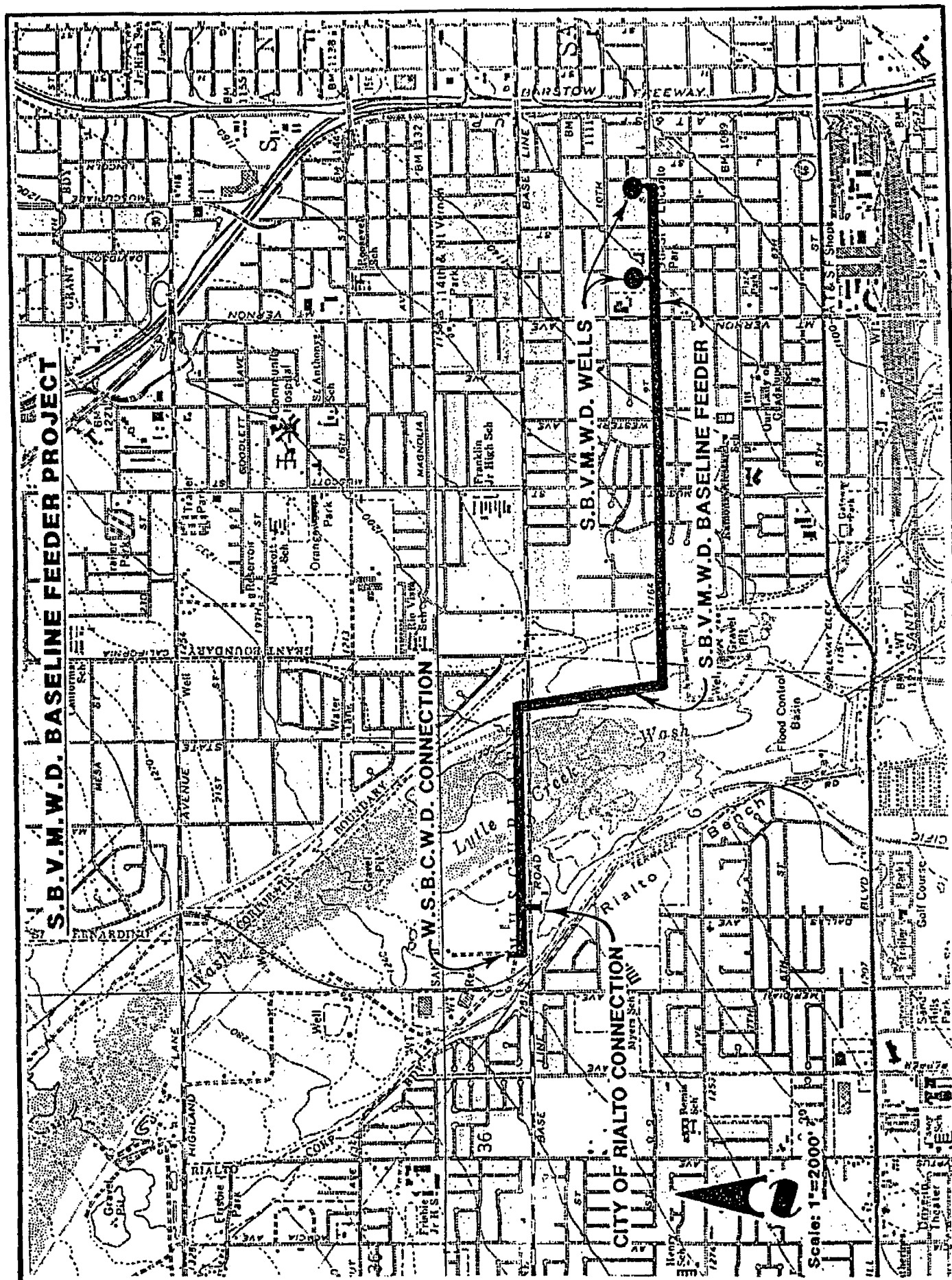


EXHIBIT "C"

CONTRACT BETWEEN THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND RIVERSIDE HIGHLAND WATER COMPANY FOR A WATER SUPPLY FROM FACILITIES TO BE CONSTRUCTED KNOWN AS THE "BASELINE FEEDER"

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This agreement is made by and between the San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, hereinafter "SBVMWD," and Riverside Highland Water Company, a mutual water company organized and existing under the laws of the State of California, hereinafter "RHWC," on the date written at the end hereof.

RECITALS

The SBVMWD proposes to construct water facilities known as the "Baseline Feeder" consisting of a pipeline and associated facilities to convey water from the southern and central part of the San Bernardino Basin to users on the west side of the SBVMWD. It is anticipated that the SBVMWD will finance the cost of such facilities through arrangements with a lender or lenders. The parties desire to provide assurance through this agreement and related agreements that the additional water supply required by RHWC will be available to it, and that the cost of the facilities to be constructed pursuant to this agreement will be amortized by the parties contracting for such supply.

NOW THEREFORE, IT IS AGREED as follows:

1. The SBVMWD shall construct the Baseline Feeder

facilities for delivery of water into RHWC's distribution system as shown on Plate 1. In performing such construction the wells shall be drilled and tested prior to construction of the other facilities. Upon completion of the facilities SBVMWD shall deliver water to RHWC's system in quantities as required to meet the delivery schedule of RHWC arranged pursuant to this agreement. Except as otherwise specifically agreed by SBVMWD, the facilities constructed by the SBVMWD shall be its property, and it shall be responsible for their operation, maintenance and replacement.

2. RHWC shall be entitled to delivery of water from the Baseline Feeder in the flow rates and amounts and upon the schedule attached hereto as Exhibit "A". During the period this agreement is in effect or any extension thereof, SBVMWD shall reserve capacity in the Baseline Feeder facilities to make such deliveries to RHWC. RHWC shall periodically submit a schedule of actual deliveries desired so that reasonable operation requirements for such deliveries may be met. The water delivered shall comply with public health standards for domestic use. Deliveries shall be made in accordance with the SBVMWD Rules and Regulations for the Sale and Delivery of Water as they may from time to time be in effect.

3. RHWC shall pay for its rights to the delivery of water provided herein in accordance with the schedule set forth on Exhibit "B" attached hereto. Failure or refusal to accept delivery of water to which it is entitled shall in no way

relieve it of its obligation to make payments to the SBVMWD as provided for herein. RHWC shall make such payments as they become due, notwithstanding any individual default by its customers or users, or any change in its requirements.

4. The water made available for delivery hereunder is an extraction by RHWC under the definitions and provisions of the stipulated judgment entered in the case of Western Municipal Water District , et al., v. East San Bernardino County Water District ,et al., Riverside Superior Court No. 78426 (hereinafter "Western Judgment.") RHWC is limited by the Western Judgment in the total extractions which it may make from the San Bernardino Basin Area; such limitation is currently 4,294 acre-feet per year. Further, RHWC is limited in the amount of water it can export from the San Bernardino Basin Area to areas outside SBVMWD; such limitation is currently 1,845 acre-feet per year. Nothing in this agreement alters those amounts.

Paragraph VI (b) 6 of the Western Judgment allows SBVMWD and Western Municipal Water District to make an agreement which would enable RHWC to exceed the 4,294 acre-feet per year limit provided that the excess water is imported or supplemental water supplied by SBVMWD. SBVMWD agrees to pursue making such an agreement with Western. RHWC agrees that water produced in excess of their Western Judgment rights pursuant to such an agreement between SBVMWD and Western is only for use within the SBVMWD and shall not be exported outside SBVMWD.

Nothing in this agreement shall be construed to restrict

RHWC from participating (or to authorize participation) in agreements or court proceedings to allow temporary additional extractions from the San Bernardino Basin Area under the Western Judgment for export outside the boundaries of the SBVMWD.

5. This agreement shall be in effect for a period of 20 years commencing January 1, 1990 and ending December 31, 2009; provided that it shall not terminate until the debt incurred by the SBVMWD for the Baseline Feeder Facilities is paid in full. At any time during the last year (2009) if RHWC is not then in default under the terms herein, RHWC may extend this agreement for an additional 10 years by written notice given to SBVMWD. RHWC shall have options to extend this agreement for two additional 10 year periods, each to be exercisable during the last year to which this agreement has theretofore been extended, if RHWC is not then in default.

6. This agreement shall be contingent upon the occurrence of all the following events on or before February 1, 1990.

a. Execution of sufficient purchase agreements with the West San Bernardino County Water District, the City of Rialto and other users for the Baseline Feeder project to guarantee the SBVMWD that it will receive payments sufficient to cover the capital cost of the facilities.

b. Execution of an agreement with the City of San Bernardino providing for the right of way for the pipeline.

c. Execution of an agreement with the San Bernardino County Flood Control District providing for the Baseline Feeder to cross San Bernardino County Flood Control District property and facilities.

On or about said date, SBVMWD shall notify RHWC whether or not such contingencies have occurred. If such contingencies have not occurred, this agreement shall be of no further force and effect; if such contingencies have occurred the parties hereto shall proceed with the fulfillment of the terms hereof.

7. RHWC shall have access to all the accounting records and meter readings taken by SBVMWD upon reasonable notice to SBVMWD.

8. Neither this Agreement nor any duties or obligations hereunder shall be assigned by RHWC without the prior written consent of the SBVMWD, which consent shall not be withheld without good cause, and any such assignment without the consent of the SBVMWD shall at its option be void. Subject to the foregoing, this agreement and all of its provisions shall apply to and bind the successors and assigns of the parties.

9. Each party to this Agreement agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

10. (This paragraph not used so as to retain numbering consistent with other similar agreements.)



11. If a dispute arises as to the interpretation or implementation of any provision of this Agreement, the issue or issues in dispute or matter requiring action may be submitted to arbitration. For such purposes, an arbitrator shall be selected by agreement of the Parties. The agreed-upon arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (Section 1280 et seq.).

12. In the event of legal action or arbitration to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall be entitled, in addition to any other form of relief, to recover its reasonable attorney's fees and costs of suit.

13. The SBVMWD may temporarily discontinue or reduce the delivery of water to the RHWC hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any facilities necessary for the delivery of water to RHWC. The SBVMWD shall notify RHWC as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case advance notice need not be given. As nearly as possible any discontinuance or reduction in service shall be scheduled between October 1 and May 1. No such temporary discontinuance or reduction in deliveries shall excuse payment of the minimum monthly installment as set forth in Exhibit "B".

14. (a) Neither SBVMWD nor any of its officers, agents,

or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water supplied to RHC after such water has been delivered into RHC facilities; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said point; and RHC shall indemnify and hold harmless SBVMD and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither RHC nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder project water before such water has passed out of the facilities constructed and owned by SBVMD; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water before it has passed beyond said point; and the SBVMD shall indemnify and hold harmless RHC and its officers, agents, and employees from any such damages or claims of damages.

15. It is recognized that from time to time additional facilities, pipelines, wells and/or booster stations may be constructed in addition to the Baseline Feeder facilities. RHC and SBVMD agree to negotiate in good faith additional capacity, terms of operation, and costs for these new facilities and to

reach agreement upon the costs and operating criteria for these new facilities before changing the then current operating and payment provisions for the Baseline Feeder facilities as provided in this agreement.

16. (This paragraph not used so as to retain numbering consistent with other similar agreements).

17. Except as may be otherwise agreed by the parties hereto, after RHWC has commenced making payments under this contract and until the debt incurred to finance the Baseline Feeder facilities has been paid off, any contract entered into by the SBVMWD with any other entity which entitles such entity to delivery of water from the Baseline Feeder facilities and reserves capacity in the Baseline Feeder facilities to make such deliveries shall require such entity to make payment at not less than the terms and rates specified in this contract, including provision for prior capital costs.

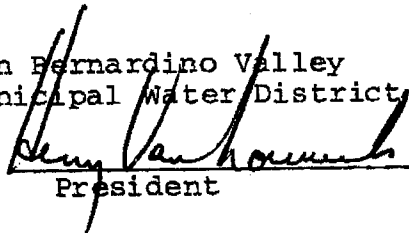
18. SBVMWD may, at its option, waive satisfaction of the contingencies specified in section 6.

19. RHWC desires to implement this agreement upon only a stand-by basis at this time and does not expect to take any water deliveries at the time of initial operation. During such period prior to receipt of actual deliveries RHWC shall pay only the capital cost component as specified in Exhibit B. At such future time as actual deliveries are made to RHWC, RHWC will pay

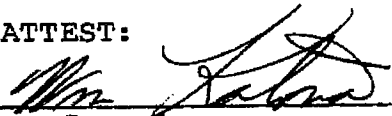
the full price based on the procedures specified in Exhibit B.

Dated: January 8, 1990

San Bernardino Valley  
Municipal Water District

by   
President

ATTEST:

  
Secretary

Dated: January 18, 1990

RIVERSIDE HIGHLAND WATER  
COMPANY

by   
President

ATTEST:

  
Secretary

EXHIBIT "A"

Schedule of Deliveries Available

	<u>Maximum Flow Rate</u>
First Year	1,000 gpm
Subsequent Years	1,000 gpm

## EXHIBIT "B"

### Payment Schedule

#### Price per acre foot

Price per acre foot shall be determined as follows:

<u>Fiscal Year</u>	<u>Pricing formula</u>
1st	\$30.00
2nd through 20th (until RHWC first takes delivery of water)	The higher of (a) \$30.00; or (b) \$30.00 capital recovery charge (adjusted as provided below).
2nd through 20th (after RHWC has taken its first water deliveries)	The higher of (a) \$30.00; or (b) \$30.00 capital recovery charge (adjusted as provided below), plus actual pumping and maintenance cost, plus actual treatment cost, if any, as determined by the SBVMWD board.
after 20th	As set by the SBVMWD board

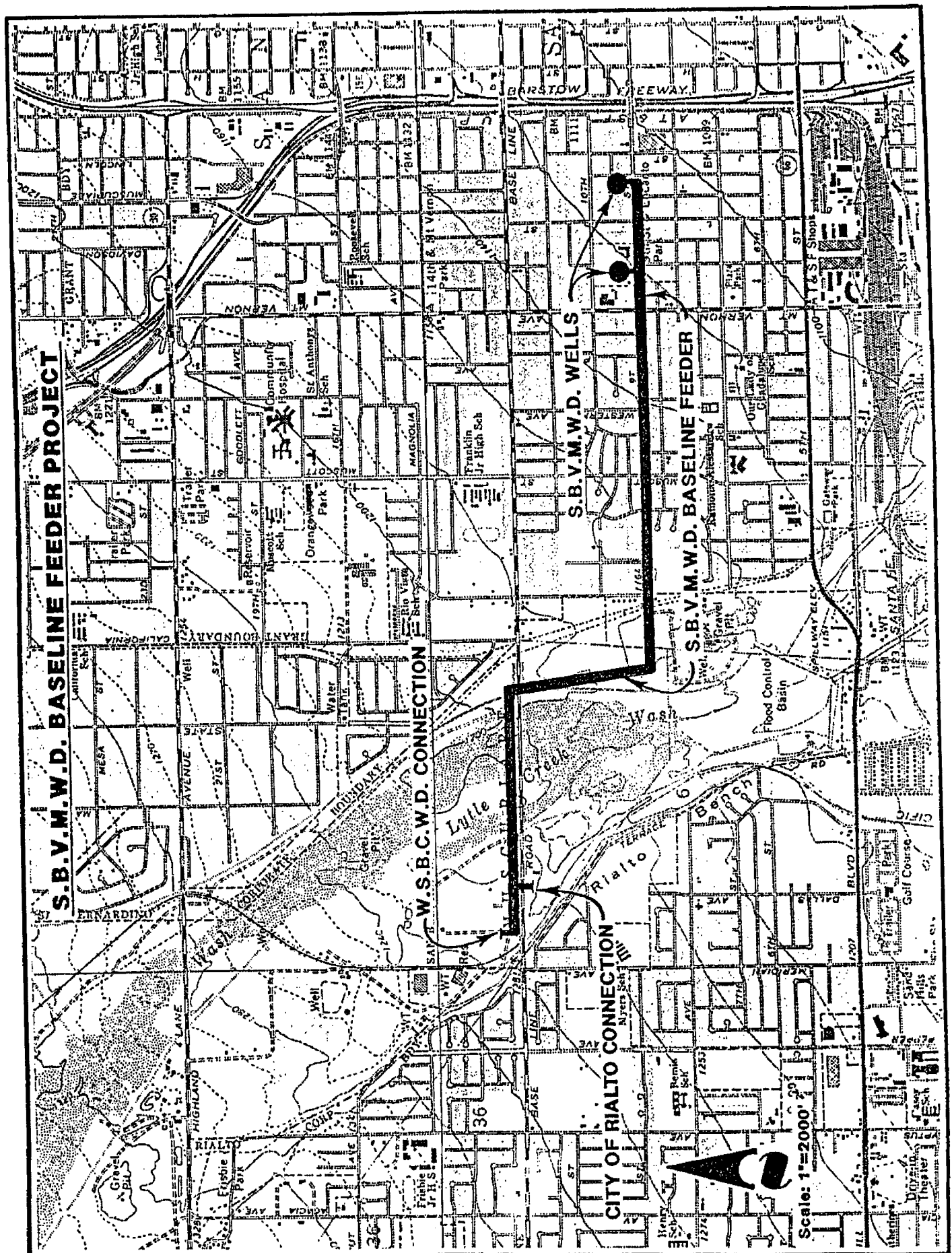
The first fiscal year shall commence the first day of the first month in which deliveries are made, or the first day of the sixth month prior to the first month in which SBVMWD has an obligation to make payments on principal or interest of debt incurred to construct the Baseline Feeder Facilities, whichever is earlier. The \$30 capital recovery charge shall be adjusted annually to reflect the actual capital payments for the Baseline Feeder facilities.

#### Minimum Annual Payment

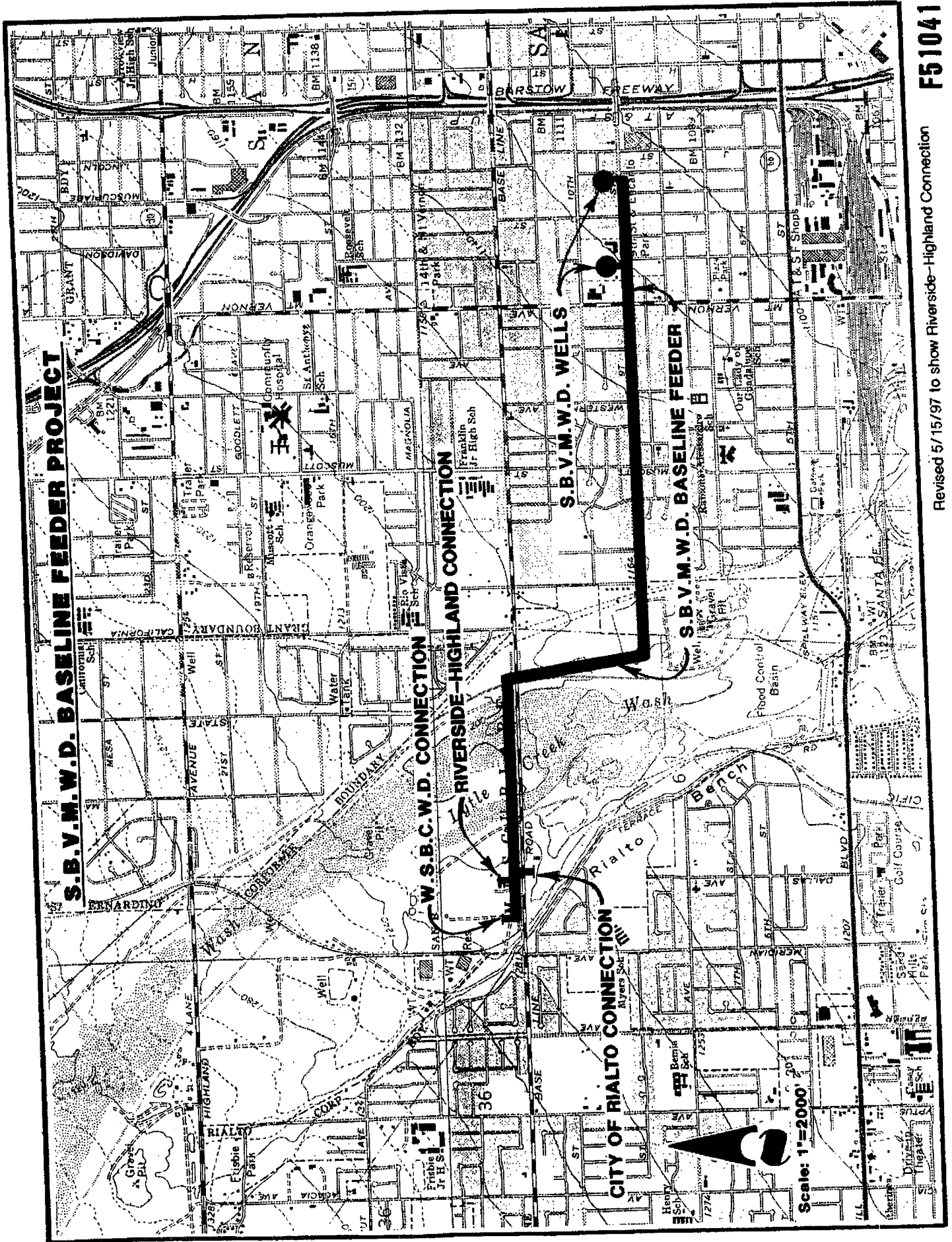
The minimum annual payment shall be an amount computed at the above price per acre foot for 1,000 acre feet for the first year and for 1,000 acre feet for subsequent years.

#### Payment Schedule

The minimum annual payment shall be made in 12 equal monthly installments ("minimum monthly installment") due on the first day of each month. Payment for quantities delivered in excess of the quantity covered by the minimum monthly installment shall be made by the 15th day of the following month, and may be deducted from the minimum monthly installment in any subsequent month in such fiscal year in which the minimum monthly installment exceeds a charge based on the price per acre foot, to the extent of such excess.







**EXHIBIT "D"**

**AGREEMENT AMONG THE SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT, THE CITY OF RIALTO  
AND THE WEST SAN BERNARDINO COUNTY WATER DISTRICT  
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE  
OF PHASE 3 AND 4 OF THE BASELINE FEEDER**

This Agreement is made by and among the **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**, a Municipal Water District organized and existing under the Municipal Water District Law of 1911, hereinafter "SBVMWD". The **CITY OF RIALTO**, hereinafter "City", and the **WEST SAN BERNARDINO COUNTY WATER DISTRICT**, a County Water District organized and existing under the County Water District Law, hereinafter "District".

**RECITALS**

The SBVMWD has constructed, through agreement with various water purveyors, a project known as the Baseline Feeder 1 and 2 which terminates in the vicinity of the intersection of Base Line Road and Meredian Avenue, City of San Bernardino, California. It is to the mutual benefit of SBVMWD, City and District, hereinafter collectively called "Parties", that the Baseline Feeder be extended through construction of Phase 3 and 4 ("facilities" consisting of a pipeline and associated facilities as shown on Plate 1 attached hereto) to the District's Baseline reservoir in the vicinity of Base Line Road and Cactus Avenue, City of Rialto, California.

**NOW, THEREFORE, it is agreed as follows:**

1. District, acting as lead agency, shall construct the facilities. It shall be the responsibility of the District to acquire right-of-way and permits (if required), employ engineers, let contracts for the construction of the facilities, provide construction inspection and contract administration, and generally to be responsible for the design and construction of the facilities, provided that District shall consult with the other parties and give them reasonable opportunity to review plans, specifications, costs and procedures and to make comments in regard to all matters of concern to them. The constructed facilities shall be owned by

District subject to the contractual right of each of the parties to the use of one-third of the capacity of the facilities.

2. All construction contracts and change orders shall be approved by each party prior to award or approval.

3. After receipt of bids, approval by all of the parties, and upon award of contract, the parties agree to deposit their proportionate share of construction costs plus estimated engineering and contingency fees, as shown in Exhibit "A", (i.e., one-third each) in a construction account known as the Baseline Feeder Account. Any interest accruing from time to time on the funds in the said account shall be credited to the said account and added to the principal thereof. From said Account, District shall make progressive construction, engineering and inspection payments on billings received and approved by the District to the contractor and engineer. If any additional funds are required to complete the project due to approved change orders or other factors affecting the project approved by the parties, the parties agree to deposit their proportionate share of the required additional funds in the Construction Account within thirty (30) days of request by District. Any funds remaining in the Construction Account upon completion of the project shall be proportionately refunded to the parties.

District and City have previously expended funds for the design of the facilities, which are itemized in Exhibit "A" attached hereto. These charges shall be divided equally among the Parties.

4. After completion of the project, District shall operate and maintain the facilities. All operation and maintenance costs shall be paid in proportion to the use of the facilities by the parties in accordance with a budget prepared by District and approved by all parties. Said budget shall be presented for approval by June 1st of each year and shall cover the period from July 1st of each year through June 30th of the following year. Said budget shall estimate the use of the facilities by each of the parties for the succeeding fiscal year based on information supplied

by the parties and shall be adjusted periodically during the year based upon actual use. At the end of the fiscal year District shall refund any excess charge and bill any party for any amount it has been under charged, based upon the actual use of the facilities by the parties. All charges shall be paid within ten (10) days of presentation of a bill from District.

5. Any party shall have the right to use another party's capacity in the facilities if such capacity is available and approved by all parties and subject to an agreement between the affected parties.

6. All water to be transported through the facilities shall comply with public health standards for domestic use.

7. Operation of the facilities shall be conducted in coordination with the operation by SBVMWD of the Baseline Feeder Phases 1 and 2 and in a manner to carry out the agreements of the parties that the Baseline Feeder shall be used as a base load for the Rialto and District water systems when requested by SBVMWD.

8. Each party to this Agreement agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

9. This Agreement may be amended in writing by unanimous action of the Parties.

10. If a dispute arises as to the interpretation or implementation of any provision of this Agreement, the issue or issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purposes, an arbitrator shall be selected by agreement of the Parties. This agreed-upon-arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure (Section 1280, et seq.).

11. The water made available for delivery hereunder shall be delivered for use only within the boundaries of the SBVMWD, and/or District boundaries as they exist as of the date of this contract, and each of the parties agrees that neither such water or any other water available to it which may be surplus to its needs as a result of the supply available from the facilities, shall be sold, delivered or exchanged for use outside the SBVMWD.

12. Neither this Agreement nor any duties or obligations hereunder shall be assigned by any party without the prior written consent of the other two parties, and any such assignment without the consent of the other two parties shall be void at the option of the party or parties having not consented in writing. Subject to the foregoing, this Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties.

13. In the event of legal action or arbitration to enforce or interpret this Agreement or any of its provisions, the prevailing Party shall be entitled, in addition to any other form of relief, to recover its reasonable attorney's fees and costs of suit.

14. Neither SBVMWD nor Rialto nor any of their officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder Phases 3 or 4 water supplied to District after such water has been delivered into the Phases 3 or 4 facilities; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said point; and District shall indemnify and hold harmless SBVMWD, Rialto, and their officers, agents, and employees from any such damages or claims of damages.

Neither District nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of Baseline Feeder Phases 3 or 4 water after such water has passed out of the Phases 3 and 4 facilities

and into facilities of one of the other parties hereto or into facilities of others upon the directions of one of the other parties hereto; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water after it has passed beyond said point; and the party hereto to which or upon the direction of which such delivery is made shall indemnify and hold harmless District and its officers, agents and employees from any such damages or claims of damages.

Dated: October 19, 1990

San Bernardino Valley  
Municipal Water District

by   
President

ATTEST:

by   
Secretary

Dated: OCT 16 1990

City of Rialto

by   
Mayor John Longville

ATTEST:

by   
City Clerk Joseph H. Sampson

Dated: OCT. 4, 1990

West San Bernardino County  
Water District

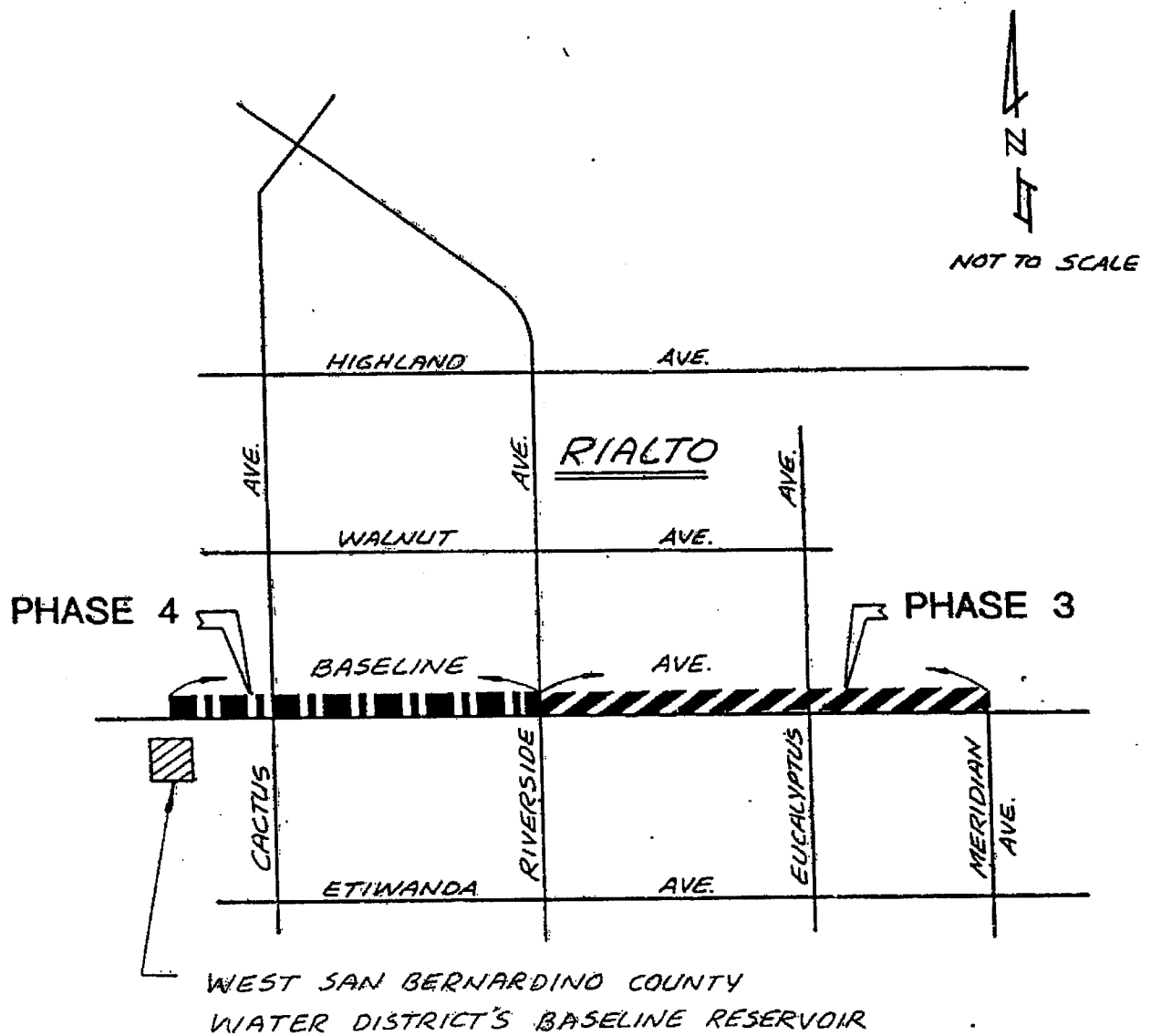
by   
President

ATTEST:

by   
Secretary

APPROVED AS TO FORM AND CONTENT

  
WSBCWD Legal Counsel



## PLATE 1

MAP SHOWING LOCATION

OF

**BASELINE FEEDER  
PHASE 3 AND 4**

**48" WATER TRANSMISSION LINE**

**EXHIBIT "A"**

**EXPENDED FUNDS FOR ENGINEERING BY DISTRICT  
AND CITY THROUGH SEPTEMBER, 1990**

DISTRICT - NBS/LOWRY	\$37,689.66
CITY - J.F. DAVIDSON, ASSOC.	<u>\$61,960.00</u>
TOTAL TO DATE	\$99,649.66

**CONSTRUCTION COST**

KERSHAW CONSTRUCTION CO. (BID)	\$1,949,602.50
CONTINGENCIES (8%)	\$155,970.00

**CONSTRUCTION PHASE ENGINEERING**

INCLUDES OFFICE SUPERVISION DURING CONSTRUCTION, CONSTRUCTION STAKING INSPECTION & RECORD DRAWINGS ESTIMATED @ 6%	<u>\$116,980.00</u>
--	---------------------

TOTAL ESTIMATED COST	\$2,322,202.16
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## EXHIBIT "E"

### PROJECT DESCRIPTION FOR BASELINE FEEDER WELL REPLACEMENT AND IMPROVEMENT PROJECT

#### SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT IN COOPERATION WITH WEST VALLEY WATER DISTRICT, CITY OF RIALTO, AND RIVERSIDE HIGHLAND WATER COMPANY

The Baseline Feeder Well Replacement and Improvement Project consists of construction of two (2) groundwater extraction wells and other appurtenant facilities at the site located at 1811 W. Ninth Street, San Bernardino and rehabilitation work and other wellhead improvements for the Perris Street Well site located at 1038 W. Ninth Street, San Bernardino. The detailed specifications and plans for the improvement work are documented in the San Bernardino Valley Municipal Water District Specifications 11-01 and are summarized below:

1. Work at the 9th Street Complex includes
  - a. Installation of two (2) groundwater extraction wells;
  - b. Equipping the wells with vertical turbine pumps;
  - c. Construction of a 350,000-gallon aboveground steel tank reservoir;
  - d. Construction of a booster station building with vertical can booster pumps;
  - e. Installation of bulk sodium hypochlorite disinfection systems;
  - f. Site work including yard piping, valving, energy dissipator, foundation preparation, and fencing;
  - g. Installation of miscellaneous electrical components, control panels, and telemetry;
  - h. Integration of the WVWD's existing supervisory control and data acquisition (SCADA) system;
  - i. 9th Street right-of-way improvements including connection to the existing Baseline Feeder; and
  - j. Start-up testing.
2. Work at the existing Perris Street well site includes
  - a. Well rehabilitation work including pre- and post- well video;
  - b. Well cleaning and redevelopment;
  - c. Pump test, wellhead structural and mechanical improvements;
  - d. Electrical equipment demolition and/or salvage and mechanical piping demolition;
  - e. Well equipping work including furnishing new pumping equipment;
  - f. Full noise enclosure with ventilation fan equipment, piping, valving;
  - g. Electrical, control panels, telemetry to incorporate the WVWD's existing SCADA system; and
  - h. Start-up testing.

SPECIFICATION NUMBER 11-01

For construction of

**BASELINE FEEDER WELL REPLACEMENT  
AND IMPROVEMENT PROJECT**



**BID SET**

SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT  
May 2011



DRAWINGS FOR THE CONSTRUCTION  
OF

# BASELINE FEEDER WELL REPLACEMENT AND IMPROVEMENT PROJECT

SPECIFICATION No. 11-01  
100% SUBMITTAL - ISSUED FOR BID

## DIRECTORS AND OFFICERS

MARK ALVAREZ  
DIVISION I

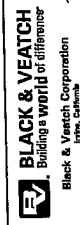
GEORGE A. AGUILAR  
DIVISION II

PAT MILLIGAN  
DIVISION III

MARK BULOT  
DIVISION IV

STEVE COPELAN  
DIVISION V

DOUGLAS HEADRICK  
GENERAL MANAGER



PLANS PREPARED BY:  
CHECKED BY:  
APPROVED BY:  
*Douglas Headrick*  
5/9/2011  
DATE

NO.	DATE	REVISION



SAN BERNARDINO  
VALLEY  
MUNICIPAL  
WATER DISTRICT  
1675

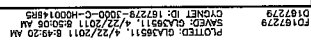
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
BASELINE FEEDER WELL REPLACEMENT  
AND IMPROVEMENTS PROJECT  
GENERAL  
COVER SHEET  
F0149279

SCALE  
AS NOTED  
SHEET  
1 OF 20  
F0149279



YARD PIPING PLAN

[illegible]



**EXHIBIT "F"**

Department of Treasury  
Internal Revenue Service  
Ogden UT 84201-0074

Notice	CP152
Tax period	July 31, 2011
Notice date	September 5, 2011
Employer ID number	95-6005196
To contact us	Phone 1-877-829-5500

Page 1 of 1

003461.888802.0014.001 1 AT 0.365 375



SAN BERNARDINO VALLEY MUNICIPAL WAT  
ER DISTRICT  
380 E VANDERBILT WAY  
SN BERNRDNO CA 92408-3593809



003461

Acknowledgment of your July 7, 2011 Form 8038-G

## We received your tax-exempt bond form

This notice serves as official acknowledgment that we received your Form 8038-G. If you filed more than one form, you will receive a separate acknowledgment for each one.

### Tax-exempt bond information

Bond issuer	SAN BERNARDINO VALLEY MUNICIPAL WAT
Name of issue	REVENUE CERTIFICATES OF PARTICIPATI
Address	380 E VANDERBILT WAY SN BERNRDNO CA 92408
CUSIP number	796876AY6
Issue date	July 7, 2011
Issue price	\$8,719,804.00
Maturity date	July 1, 2041
IRS report number	324

### Important reminders

- Attach a copy of this notice to all of your correspondence and documents related to this tax-exempt bond.
- If a tax practitioner or someone else prepared your form, you may want to give them a copy of this notice. (A copy was automatically sent to all representatives authorized with a Power-of-Attorney for this form.)

### Additional information

- Visit [www.irs.gov/cp152](http://www.irs.gov/cp152).
- For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).
- If you have questions about tax-exempt bonds, call TEGE Customer Account Services at 1-877-829-5500.
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

**EXHIBIT "G"**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") is made this 1st day of May, 2012 ("Effective Date") for identification purposes only, by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("West Valley") and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California ("Valley District").

**RECITALS:**

A. On or about May 1, 2012 Valley District, West Valley, the City of Rialto, a municipal corporation and Riverside Highland Water Company, a California corporation executed that certain Restated and Amended Agreement for the Construction, Operation and Maintenance of the New Baseline Feeder ("Restated Agreement"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Restated Agreement.

B. West Valley owns certain real property located in the County of San Bernardino, California and described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").

C. The parties to the Restated Agreement contemplate constructing two (2) wells and associated appurtenances thereto on the Premises. In furtherance thereof, Section 5.2.a of the Restated Agreement contemplates Valley District leasing the Premises from West Valley for a period that is identical to the term of the Restated Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I**

**TERM**

1.01 Term. This Agreement shall commence on the Effective Date ("Commencement Date") and end on the expiration or termination of the Restated Agreement.

## ARTICLE II

### PAYMENTS; TAXES; UTILITIES

#### 2.01 Annual Payment.

(a) Valley District shall pay to West Valley an annual payment of One Dollar (\$1.00). The payment of the first year's rent shall be payable on the execution of this Agreement by Valley District. Rent thereafter, shall be paid in advance, annually, beginning one (1) year after the Commencement Date.

(b) The annual payment shall be increased on the second (2<sup>nd</sup>) anniversary of the Commencement Date of this Agreement and on each successive anniversary thereafter by an amount equal to four percent (4%) over the annual rent in effect immediately preceding the increase.

2.02 Taxes. The parties hereby agree that Valley District shall pay all property taxes, assessments or other charges of every description levied on or assessed against the Premises, improvements, including Improvements (as defined below) located on the Premises by Valley District, personal property located on or in the Premises by Valley District, the leasehold estate, or any subleasehold estate, to the full extent of the installments falling due during the term; although neither West Valley nor Valley District believe that any taxes should be due since both are public agencies. All tax payments shall be made directly to the charging authority by Valley District before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of all or any of the above taxes in installments (whether or not interest accrues on the unpaid balance), Valley District may utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

## ARTICLE III

### USE

3.01 Purposes. Valley District shall have the right to use the Premises during the term of this Agreement for the construction, operation, maintenance, repair and replacement of two (2) wells and appurtenances ("Improvements"). Valley District shall not use the Premises for any other purpose without the express written consent of West Valley.

3.02 Permits/Compliance with Regulations. Valley District shall, at its own cost and expense, apply for and obtain all necessary consents, approvals, zoning changes or variances, permits, authority, licenses, or entitlements, if any, from all appropriate governmental authorities to use the Premises for the purposes necessary to implement Section 3.01.

Valley District shall comply with and conform to all laws and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the use of the Premises by Valley District throughout the entire term of this Agreement.



3.03 Building Restrictions.

(a) Valley District and West Valley have agreed that Valley District may not construct any buildings or any other permanent or semi-permanent structures or improvements on the Premises except for the Improvements, during the term of the Agreement without the prior written consent of West Valley.

(b) Valley District shall pay or cause to be paid, the total cost and expense of all works of improvement, including the Improvements. Valley District shall not suffer or permit to be enforced against the Premises, or any part of it, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work or improvement, or the Improvements, however it may arise.

3.04 Condition of Premises. The use of the Premises shall be granted to Valley District "as is" and with all faults. Valley District hereby covenants and agrees: (1) there are no representations or warranties of any kind whatsoever, expressed or implied, made by West Valley, except as set forth in this Agreement, including, without limitation, the land, land use controls, building restrictions, the purposes for which the Premises are suited, access to public roads or the availability of requisite governmental permits and/or approval; (2) Valley District is entering into the Agreement relying entirely on its own investigations of the Premises; and (3) Valley District further acknowledges that at the beginning of the term of this Agreement, it shall be aware of all regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Premises, and Valley District agrees to accept the use of the Premises in the condition that it is in at the start of the Agreement.

ARTICLE IV

MAINTENANCE; REPAIRS; ALTERATIONS; RECONSTRUCTION

4.01 Maintenance of Premises. Valley District shall, at Valley District's sole cost and expense, keep the Premises, including the Improvements located on the Premises in good order, repair and condition at all times during the term of this Agreement.

ARTICLE V

ASSIGNMENT AND SUBLETTING

5.01 Assignment. Valley District shall have no right to assign, sublet, encumber or otherwise transfer this Agreement, either voluntarily or by operation of law, in whole or in part, nor to otherwise permit use of the Premises by any party other than Valley District of all or any part of the Premises without the prior written consent of West Valley in each instance, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the parties understand, acknowledge and agree that Valley District may assign the right to operate, maintain, repair and replace the Improvements to West Valley, which assignment is hereby approved.

## ARTICLE VI

### INDEMNITY

6.03 Indemnity. To the extent permitted by California law, Valley District shall assume the defense of, indemnify and hold harmless West Valley from and against all liabilities, claims, losses, actions, demands, expenses and costs (including reasonable attorneys' fees) (collectively, "Costs") arising out of or in any way connected with the use of the Premises by Valley District and its agents, employees, contractors, subcontractors, representatives, lessees, successors, invitees and guests, save and except the foregoing indemnity shall not apply to the extent that any such Costs have been caused by the negligence, intentional acts or willful misconduct of West Valley, provided that West Valley shall be solely liable for any Costs arising, in whole or in part, prior to the effective date of this Lease.

## ARTICLE VII

### DEFAULT AND REMEDIES

7.01 Default. Valley District shall be deemed to be in default under the terms of this Agreement as follows:

(a) If Valley District shall fail to pay any installment of consideration payable pursuant to Section 2.01 or other sum within fifteen (15) days of the due date; or

(b) If Valley District shall fail to promptly perform or observe any covenant, condition or agreement to be performed by Valley District under this Agreement within thirty (30) days after written notice from West Valley.

(c) If Valley District shall abandon the Premises and such vacation or abandonment shall continue for thirty (30) days after written notice.

7.02 West Valley shall be deemed to be in default under the terms of this Agreement if any condition arises, during the term of this Agreement, the materially interferes with Valley District's authorized activities under this Agreement and West Valley does not cure said interference within 60 days of receiving written notice of such interference from Valley District.

7.03 Remedies. In the event of a default by either party, the other party, without further notice, shall have any remedy provided by law or equity.

## ARTICLE VIII

### GENERAL PROVISIONS

8.01. Notices. Any communication, notice or demand of any kind whatsoever which any party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by e-mail, telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Valley District: San Bernardino Valley Municipal Water District  
380 E. Vanderbilt Way  
San Bernardino, California 92408  
Attn: General Manager  
Telephone: (909) 387-9200  
Facsimile: (909) 387-9247

West Valley: West Valley Water District  
P O Box 920  
855 West Base Line  
Rialto CA 92377-0920  
Attn: General Manager  
Telephone: 909-875-1804  
Facsimile: 909-875-7284

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch if by electronic communication, or three (3) days after being placed in the U.S. mail, if mailed.

8.02 Entire Agreement. It is agreed and understood that this Agreement contains all agreements, promises and understandings between West Valley and Valley District, and no verbal or oral agreements, promises or understandings shall or will be binding upon either West Valley or Valley District, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

8.03 Successors. Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

8.04 Attorneys' Fees. In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.

8.05 Severability. Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.

8.06 Further Assurances. Either party, at any time upon reasonable request of the other, will at requesting party's cost and expense, execute, acknowledge and deliver all such additional documents and instruments and all such further assurances, and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.

8.07 Governing Law. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the date first above written.

**WEST VALLEY:**

WEST VALLEY WATER DISTRICT,  
a public agency of the State of California

By 

Its: General Manager

**VALLEY DISTRICT:**

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT,  
a public agency of the State of California

By 

Its: Board President

EXHIBIT "A"

TO

LEASE AGREEMENT

DESCRIPTION OF PREMISES

# Tax Collector » Property Information For Parcel 0139-341-12-0000

Type of Property: UNKNOWN

## Address Information

Situs Address	Protected per CA Govt. Code Sect. 6254.21
Billing Address	Protected per CA Govt. Code Sect. 6254.21
As Of	2/18/1999

Legal Description			Roll Value
Tract Number	Lot Number	Block/Unit	As of Jan 1, 2011
R S B E 2 AC LOT 19 BLK 22 2 AC			\$0.00

## Present Owner Information

Name	Percent Ownership	Relationship	Document Number	Recording Date	Acquire Date	Roll Year
WEST SAN BERNARDINO COUNTY WATER DIS	100%	SOLE OWNER	9842749900000	10/07/1998		

Map of:

**1811 W 9th St**

San Bernardino, CA 92411-2005



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**Aerial View of Subject Property**  
**APN: 0139-341-12**  
**2.0-Ac. Vacant Land**  
**Zoned for Single Family Residential Use**

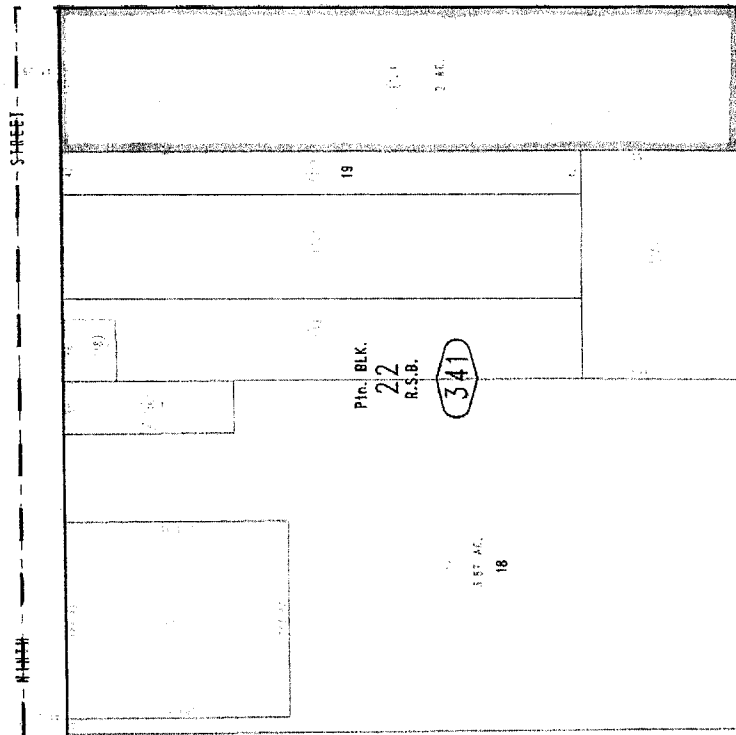
THIS MAP IS FOR THE PURPOSE  
OF AN ALDERMAN FARMING UNIT



Ptn. Rancho San Bernardino

City of San Bernardino 0139 - 34  
Tax Rate Area  
7117

14



0269  
26

21

33

← SUBJECT  
PROPERTY

REVISED

Assessor's Map  
Book 0139 Page 34  
San Bernardino County

February 2005



**EXHIBIT "H"**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is dated as of May 1, 2012 ("**Effective Date**") and is entered into by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California ("**Valley District**") and WEST VALLEY WATER DISTRICT, a public agency of the State of California ("**West Valley**"). Valley District and West Valley are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

A. On or about May 1, 2012, Valley District, West Valley, the City of Rialto, a municipal corporation ("**Rialto**") and Riverside Highland Water Company, a California corporation ("**RHWC**") executed that certain Restated and Amended Agreement for the Construction, Operation and Maintenance of the New Baseline Feeder ("**Restated Agreement**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Restated Agreement.

B. Section 2.c of the Restated Agreement provides that Valley District shall be responsible for the operation and maintenance of the Project which includes the repair and replacement thereof.

C. Section 5.c of the Restated Agreement provides that Valley District shall be responsible for the operation and maintenance of the 9<sup>th</sup> St. Well Site (including the surge chamber) and the Baseline Feeder Phase I, Baseline Feeder Phase II and the wasteline pipeline which includes the repair and replacement thereof.

D. Valley District's operation and maintenance obligations set forth in Recitals B and C shall be collectively referred to herein as the "**O & M Obligations**" and shall include the obligation to respond to emergency situations such as, but not limited to, an earthquake, flood, fire, or civil unrest. The 9<sup>th</sup> St. Well Site (including the surge chamber), the Baseline Feeder Phase I, Baseline Feeder Phase II and the wasteline pipeline shall be collectively referred to herein as the "**Improvements**."

E. The Restated Agreement contemplates that Valley District may assign the O & M Obligations with respect to the Improvements to West Valley. In furtherance thereof, Valley District desires to assign to West Valley and West Valley desires to accept the assignment of all of Valley District's O & M Obligations under the Restated Agreement with respect to the Improvements on the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Valley District hereby transfers and assigns to West Valley all of Valley District's O & M Obligations under the Restated Agreement with respect to the Improvements.

2. West Valley hereby accepts such transfer and assignment and assumes and agrees to perform all of Valley District's O & M Obligations under the Restated Agreement with respect to the Improvements.

3. West Valley shall operate the Project in a commercially reasonable manner as to aid Valley District in meeting the delivery schedules established pursuant to the Restated Agreement.

4. To the extent permitted by California law, West Valley shall assume the defense of, indemnify and hold harmless Valley District from and against all liabilities, claims, losses, actions, demands, expenses and costs (including reasonable attorneys' fees) (collectively, "Costs") arising out of or in any way connected with the O & M Obligations performed by West Valley, save and except the foregoing indemnity shall not apply to the extent that any such Costs have been caused by the negligence, intentional acts or willful misconduct of Valley District.

5. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, when taken together, shall constitute but one and the same instrument.

6. Each person executing this Agreement on behalf of West Valley or Valley District hereby represents and warrants (a) his/her authority to do so, (b) that such authority has been duly and validly conferred by that entity's governing body and (c) that said entity has the full right and authority to enter into this Agreement.

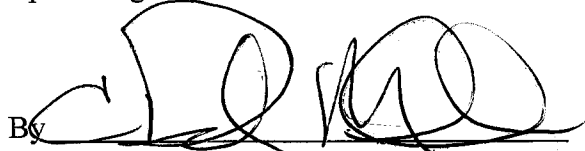
7. West Valley may not assign or otherwise transfer any of the O & M Obligations under the Restated Agreement without obtaining the prior written consent of Valley District, Rialto and RHWC, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, West Valley may, without the prior written consent of Rialto and RHWC, assign the O & M Obligations under the Restated Agreement back to Valley District.

8. In the event that any Party to the Restated Agreement believes that West Valley has failed to perform any of the O & M Obligations under the Restated Agreement, the Parties shall attempt to resolve the dispute through the process described in paragraph 10(b) of the Restated Agreement, *provided* that West Valley need not complete the cure within sixty days from the date of the written statement from Valley District as long as West Valley has commenced the cure and is diligently prosecuting the cure.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.


**VALLEY DISTRICT:**

San Bernardino Valley Municipal Water District,  
a public agency of the State of California

By   
Name: C. Patrick Milligan  
Its: Board President

**WEST VALLEY:**

West Valley Water District,  
a public agency of the State of California

By   
Name: Anthony Arata  
Its: General Manager

# EXHIBIT "I"

## SAMPLE PROCEDURES FOR CALCULATING PAYMENTS

Assumptions: a) Unit Cost for Cooperative Recharge Program (CRP): \$80/AF;

1st year: Estimate at beginning of the year: \$90/AF; actual cost at the end of the year: \$95/AF

b) O&M cost:

2nd year: Estimate at beginning of the year: \$95/AF; actual cost at the end of the year: \$95/AF

1. Scenario A.: RHWC does not take any delivery for the 1<sup>st</sup> year

Participant	Beginning of Year "Estimate"							End of Year "True-Up"							
	Delivery Allocation (AF)	Est. Capital Payment	O&M Payment	Rechg Pmt	Back-Charges (Riallo)	Total Yrly Pmt	Mnly Pmt	"True up" Mnly Adj	Actual Delivery (AF)	Act. Capital Cost	Act. O&M Cost	Act. Rechg Cost	Back-Charges (Riallo)	Total Cost	"True up" Adj. for next yr
WWWD	5,000	\$321,529	\$450,000 [\$90/AF x 5,000 AF]	\$100,000	\$0	\$871,529	\$72,627	\$0	4,500	\$321,529 [Min "take-or-pay" charge]	\$427,500 [\$95/AF x 4,500 AF]	\$90,000	\$0	\$839,029	\$32,500 Over-charge
Riallo	2,500	\$160,764	\$225,000 [\$90/AF x 2,500 AF]	\$50,000	\$12,159	\$447,923	\$37,327	\$0	3,000	\$160,764 [Min "take-or-pay" charge]	\$285,000 [\$95/AF x 3,000 AF]	\$60,000	\$12,159	\$517,923	(\$70,000) Under-charge
RHWC	Stand-by	\$12,000	\$0	\$0	\$0	\$12,000	\$1,000	\$0	0	\$12,000	\$0	\$0	\$0	\$12,000	\$0

2. Scenario B.: RHWC takes 900 AF delivery in mid-year during the 2<sup>nd</sup> year

	Beginning of Year "Estimate"						End of Year "True-Up"								
	Delivery Allocation (AF)	Est. Capital Payment	O&M Payment	Rechg Pmt	Back-Charges (Riallo)	Total Yrly Pmt	Mnly Pmt	"True up" Mnly Adj	Actual Delivery (AF)	Act. Capital Cost	Act. O&M Cost	Act. Rechg Cost	Back-Charges (Riallo)	Total Cost	"True up" Adj. for next yr
Participant															
WWWD	5,000	\$321,529	\$475,000	\$100,000	\$0	\$896,529	\$74,711	(\$2,708) Credit	3,500	\$297,119 [(\$506k-\$61k)x (2/3)]	\$332,500 [\$95/AF x 3,500 AF]	\$70,000	\$0	\$699,619	\$196,910 Over-charge
Riallo	2,500	\$160,764	\$237,500	\$50,000	\$12,159	\$460,423	\$38,369	\$5,833 Add. Pmt	3,100	\$148,559 [(\$506k-\$61k)x (1/3)]	\$294,500 [\$95/AF x 3,100 AF]	\$62,000	\$12,159	\$517,218	(\$56,795) Under-charge
RHWC	Stand-by	\$12,000	\$0	\$0	\$0	\$12,000	\$1,000	\$0	900	\$60,774 [\$506,452 / 7,500 AF x 900 AF]	\$85,500 [\$95/AF x 900 AF]	\$18,000	\$0	\$164,274	(\$152,274) Under-charge

# EXHIBIT "J"

## Debt Service Schedule San Bernardino Valley Municipal Water District Revenue Certificates of Participation, Series 2011A (Baseline Feeder Project)

Item	Sum	Percentage
Rialto's Back-Charge:	\$205,629	
Net Bond Issuance Cost:	\$0	2.40%
Capital Cost:	\$8,359,371	
Net Bond Issuance Cost:	\$0	97.60%
Total Bond Issuance:	\$8,565,000	100.00%

Allocation of Bond Proceeds		
Capital Cost	8,359,371	97.60%
Rialto Back-Charge	205,629	2.40%
	<u>8,565,000</u>	<u>100.00%</u>

Pmt Due	Annual D/S	Annual Equal Collection	Annual Payment			Monthly Payment			
			WVWD	Rialto	Rialto Back Charge	RHWC	WVWD	Rialto	RHWC
7/1/2012	\$497,228.03	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2013	\$504,743.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2014	\$501,443.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2015	\$501,493.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2016	\$506,393.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2017	\$505,993.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2018	\$505,443.76	\$506,452.20	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2019	\$502,843.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2020	\$505,043.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2021	\$506,843.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2022	\$508,243.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2023	\$504,243.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2024	\$505,043.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2025	\$505,443.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2026	\$505,443.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2027	\$505,043.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2028	\$509,243.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2029	\$507,843.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2030	\$506,043.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2031	\$508,843.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2032	\$505,643.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2033	\$506,618.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2034	\$506,956.26	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2035	\$506,656.26	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2036	\$510,718.76	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2037	\$508,437.50	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2038	\$510,500.00	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2039	\$511,687.50	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2040	\$512,000.00	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
7/1/2041	\$511,437.50	\$506,452.19	\$321,528.84	\$160,764.42	\$12,158.93	\$12,000.00	\$26,794.07	\$14,410.28	\$1,000.00
Total D/S	\$15,193,565.77	\$15,193,565.77	\$9,645,865.20	\$4,822,932.60	\$364,767.98	\$360,000.00			

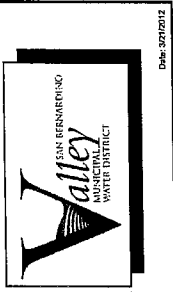
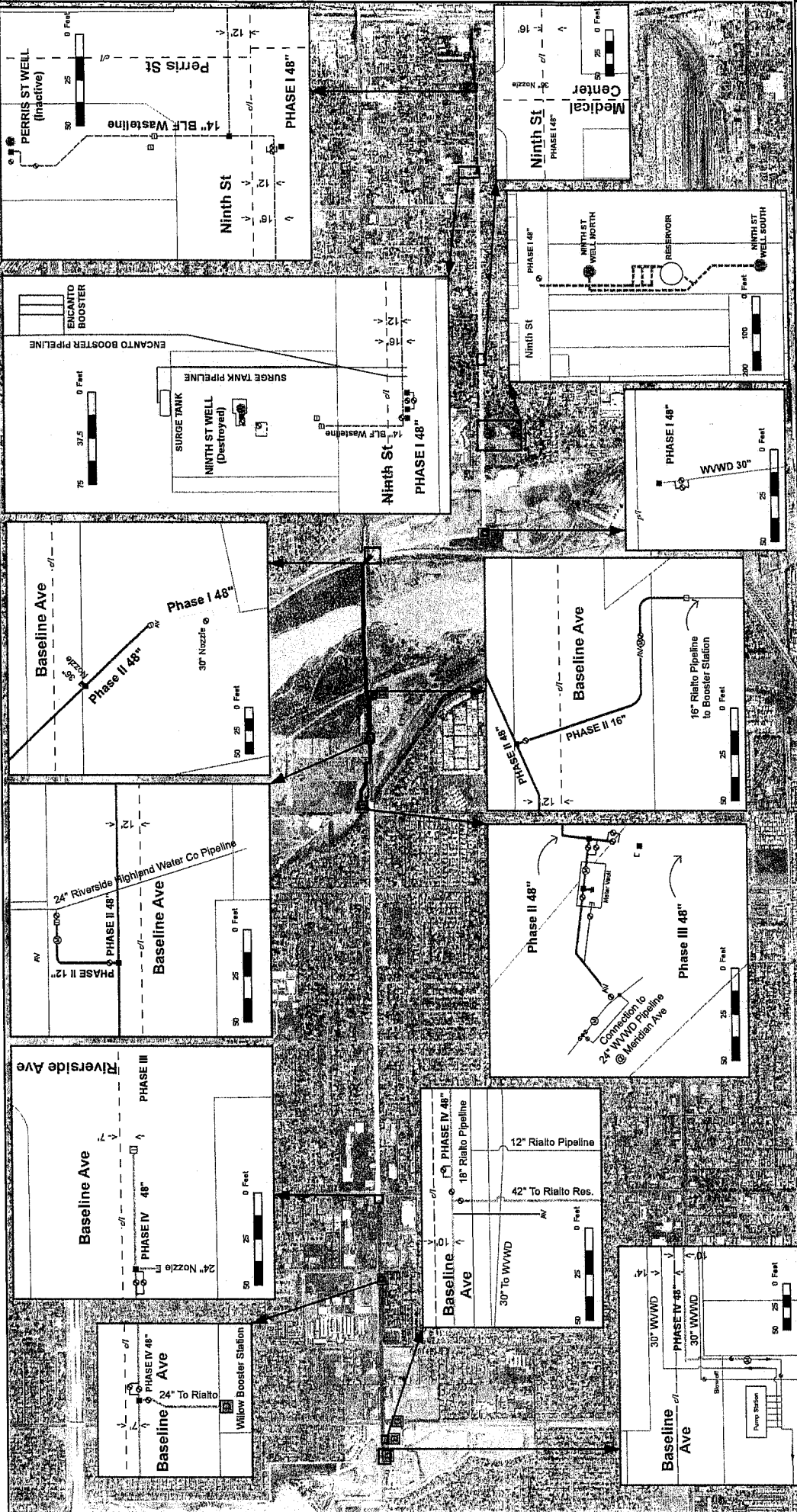
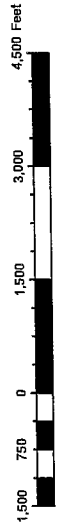


EXHIBIT "K"



# **BASELINE FEEDER SYSTEM**

## **Legend**

- Baseline Feeder Phase I ~ BLF Wasteline
- Baseline Feeder Phase II ~ BLF Well
- Baseline Feeder Phase III ~ DeliveryPoint
- Baseline Feeder Phase IV ~



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** Purchase Order Report - January 2025

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### **MEETING HISTORY:**

2/10/25 - Finance Committee

### **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	Amount
25-0260	JPW Communications, Inc	Prop 218 Consulting Services	\$60,500.00
25-0286	Aqua-Metric Sales Co	1" Meter SR11-160 Model	\$32,140.80
		<b>Total:</b>	<b>\$92,640.80</b>

### **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:**

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**

<b>PO Number</b>	<b>Description Vendor</b>	<b>Status Ship To</b>	<b>Issue Date Delivery Date</b>	<b>Trade Discount</b>	<b>Total</b>
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 13, 2025  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** Fund Transfer Report - January 2025

---

### **MEETING HISTORY:**

2/10/25 - Finance Committee

### **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:**

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) <sup>1</sup>	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 13, 2025  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** Monthly Cash Disbursements Report - January 2025

---

### **MEETING HISTORY:**

2/10/25 - Finance Committee

### **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:**

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 JANUARY 2025

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 JANUARY 2025

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 JANUARY 2025

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

### CASH DISBURSEMENT REPORT JANUARY 2025

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

### CASH DISBURSEMENT REPORT JANUARY 2025

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 JANUARY 2025

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 JANUARY 2025

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	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 125.04	
8486	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 710.52	
8486	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 629.18	
8486	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 433.02	
8486	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 14.12	
8486	MCMaster-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 204.11	
8486	MCMaster-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 901.28	
8486	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 677.55	
8486	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 43.06	
8486	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 270.03	
8486	MCMaster-CARR SUPPLY COMPANY	DISTRICT CAMERAS	\$ 194.47	
8486	MCMaster-CARR SUPPLY COMPANY	WELLNESS PROGRAM	\$ 309.50	
8486	MCMaster-CARR SUPPLY COMPANY	WELLNESS PROGRAM	\$ 890.22	
8486	MCMaster-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

### CASH DISBURSEMENT REPORT JANUARY 2025

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	QUADIENT 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	
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

### CASH DISBURSEMENT REPORT JANUARY 2025

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	QUADIENT 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 JANUARY 2025

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	Janirotiral 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 JANUARY 2025

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**

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
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				<u>759,484.85</u>
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				<u>778,659.81</u>
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				<u>758,574.55</u>
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				<u>1,134,386.34</u>
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				<u>846,178.16</u>
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				<u>781,954.48</u>
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				<u>1,192,168.77</u>

**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
JANUARY 2025**

<b>Date</b>	<b>Item</b>	<b>Check No. or EFT</b>	<b>Amount</b>
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
	<b>Total Checks</b>		<b>33,812.27</b>
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**

<b>Date</b>	<b>Item</b>	<b>Check No. or EFT</b>	<b>Amount</b>
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
<b>Total EFT</b>			<b><u>1,278,712.39</u></b>
<b>Grand Total Payroll Cash</b>			<b><u>1,312,524.66</u></b>



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** Monthly Revenue and Expenditures Report - January 2025

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### **MEETING HISTORY:**

2/10/25 - Finance Committee

### **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:**

Approve the January 2025 Monthly Revenue and Expenditures Report.



**Attachments**

[Exhibit A - 2025 January Monthly Rev Exp Report.pdf](#)

# EXHIBIT A



Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Revenue</b>						
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 %
<b>Revenue Total:</b>	<b>42,361,403.00</b>	<b>42,561,403.00</b>	<b>2,678,717.07</b>	<b>27,635,001.26</b>	<b>-14,926,401.74</b>	<b>64.93 %</b>

# Budget Report

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
<b>Expense</b>						
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 %
<b>Expense Total:</b>	<b>35,148,669.00</b>	<b>35,198,069.00</b>	<b>3,628,895.91</b>	<b>17,887,016.68</b>	<b>17,311,052.32</b>	<b>50.82 %</b>
<b>Report Surplus (Deficit):</b>	<b>7,212,734.00</b>	<b>7,363,334.00</b>	<b>-950,178.84</b>	<b>9,747,984.58</b>	<b>2,384,650.58</b>	<b>132.39 %</b>

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 13, 2025  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** Treasurer's Report - January 2025

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### **MEETING HISTORY:**

2/10/25 - Finance Committee

### **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 was presented to the Finance Committee for review and discussion. A copy of the report is attached 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:**

Approve the January 2025 Treasurer's Report.



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** Approve Contract for Wrought Iron Fence and Gates at Well 30

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### **MEETING HISTORY:**

2/10/25 - Finance Committee

### **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:**

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

## TABLE OF CONTENTS

	<u>Page</u>
00 11 16 – NOTICE INVITING BIDS .....	1
1.1 Submittal of Bids .....	1
1.2 Pre-Bid Conference .....	1
1.3 Bid Opening .....	1
1.4 Bid Documents .....	1
1.5 Bid Security .....	2
1.6 Bonds .....	2
1.7 Retention .....	2
1.8 Labor and Personnel .....	2
1.9 Licensing of Contractor .....	3
1.10 Insurance for Acts of God .....	3
1.11 Award of Contract .....	3
00 21 13 - INSTRUCTIONS TO AND INFORMATION FOR BIDDERS .....	4
1.1 Preparation and Submission of Bid .....	4
1.2 Qualification of Bidder .....	5
1.3 Contractor's Performance .....	5
1.4 Examination of Contract Documents and Explanation to Bidder .....	5
1.5 Site Inspection and Conditions, Surface and Subsurface Exploration Data .....	6
1.6 WVWD's Modification of the Contract Documents (Addenda) .....	6
1.7 Alternate Bids .....	6
1.8 Bidder's Modification and Withdrawal of Bid .....	7
1.9 Bid Forms .....	7
1.10 Bonds; Certificates of Insurance and Endorsement Forms; Taxpayer Identification Number .....	8
1.11 Bid Opening and Award of Contract .....	9
1.12 Licensing of Contractor .....	9
1.13 Retention and Substitution of Security; Escrow Agreement .....	9
1.14 Prevailing Wages .....	10
1.15 Debarment of Contractors and Subcontractors .....	10
1.16 Concerning Subcontractors, Suppliers, and Others .....	10
1.17 Utilities .....	11
1.18 Bid Requirements and Understanding .....	11
1.19 Pre-Bid Conference .....	12
1.20 Bid Protest Procedure .....	12
00 41 43 - BID FORMS .....	13
1.1 Bid Acknowledgement .....	13
1.2 Schedule of Pay Items .....	16
1.3 Non-Collusion Declaration .....	17
1.4 Designation of Subcontractors .....	19
1.5 Information Required of Bidders .....	21
1.6 Iran Contracting Act Certification .....	30
1.7 Public Works Contractor Registration Certification .....	31

**TABLE OF CONTENTS**  
**(Continued)**

	<u>Page</u>
1.8 Bid Bond.....	32
00 52 13 – CONTRACT .....	34
1.1 Contract for Construction .....	34
00 61 13 - CONTRACT FORMS .....	37
1.1 Performance Bond.....	37
1.2 Payment Bond (Labor and Materials).....	41
1.3 Certificates of Insurance and Endorsement Forms.....	44
1.4 Taxpayer Identification Number .....	45
1.5 Escrow Agreement.....	47
00 72 13 – GENERAL CONDITIONS .....	51
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY .....	51
1.1 Defined Terms .....	51
1.2 Terminology .....	56
ARTICLE 2 - PRELIMINARY MATTERS .....	56
2.1 Delivery of Contract Documents.....	56
2.2 Bonds .....	56
2.3 Evidence of Insurance.....	57
2.4 Execution of Contract.....	57
2.5 Contractor's Failure to Perform .....	57
2.6 Commencement of Contract Times; Notice to Proceed.....	57
2.7 Copies of Documents.....	57
2.8 Substitution Requests, Preliminary Schedules and Schedule of Submittals .....	57
2.9 Preconstruction Conference; Designation of Authorized Representatives .....	58
2.10 Initial Acceptance of Schedules .....	58
2.11 Subcontractor Mobilization Meeting .....	59
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE.....	59
3.1 Intent.....	59
3.2 Reference Standards .....	59
3.3 Reporting and Resolving Discrepancies; Order of Precedence. ....	60
3.4 Amending and Supplementing Contract Documents .....	61
3.5 Reuse of Documents .....	62
ARTICLE 4 - AVAILABILITY AND OWNERSHIP OF LANDS AND MATERIALS; SUBSURFACE AND PHYSICAL CONDITIONS; UNDERGROUND UTILITIES; TRENCHING; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS .....	62
4.1 Availability of Lands.....	62
4.2 Ownership of Site Materials Found. ....	62
4.3 Subsurface and Physical Conditions .....	62
4.4 Differing Subsurface or Physical Conditions.....	63
4.5 Underground Facilities .....	64
4.6 Trenches or Other Excavations.....	66

**TABLE OF CONTENTS**  
**(Continued)**

	<u><b>Page</b></u>
4.7 Hazardous Environmental Conditions at Site .....	67
4.8 Protection and Restoration of Existing Improvements and Reference Points.....	68
ARTICLE 5 - BONDS AND INSURANCE .....	69
5.1 Time for Compliance .....	69
5.2 Minimum Requirements .....	69
5.3 Insurance Endorsements .....	71
5.4 Installation Floater Insurance shall be for the total value of project.....	72
5.5 Professional Liability .....	73
5.6 Pollution Liability insurance is required should any of the Work involve pollutants .....	73
5.7 Receipt and Application of Insurance Proceeds. ....	73
5.8 Partial Utilization, Acknowledgment of Property Insurer .....	73
5.9 Deductibles and Self-Insurance Retentions.....	74
5.10 Claims Made Policies.....	74
5.11 Subcontractor Insurance Requirements .....	74
5.12 Acceptability of Insurers .....	74
5.13 Verification of Coverage.....	74
5.14 Reservation of Rights.....	75
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	75
6.1 Supervision and Superintendence.....	75
6.2 Labor; Working Hours .....	75
6.3 Progress Meetings .....	75
6.4 Cost-Loaded CPM Progress Schedule and Recovery Schedule. ....	76
6.5 Materials .....	77
6.6 Substitution of Equipment, Materials or Construction Methodology .....	78
6.7 Submittals .....	80
6.8 Shop Drawing and Sample Submittal Procedures.....	81
6.9 Concerning Subcontractors, Suppliers, and Others.....	83
6.10 Dust Control.....	84
6.11 Air Pollution.....	84
6.12 Patent Fees and Royalties .....	84
6.13 Permits and Licenses.....	85
6.14 Applicable Laws .....	85
6.15 Labor Laws and Contractor's Obligations.....	85
6.16 Taxes.....	87
6.17 Use of Site and Other Areas .....	88
6.18 Utility Usage.....	88
6.19 Record Documents .....	89
6.20 Safety and Protection.....	89
6.21 Safety Representative.....	90
6.22 Hazard Communication Programs .....	90
6.23 Emergencies.....	90
6.24 Continuing the Work.....	90
6.25 Contractor's General Warranty and Guarantee. ....	90

**TABLE OF CONTENTS**  
**(Continued)**

	<u><b>Page</b></u>
6.26 Indemnification.....	91
6.27 Delegation of Professional Design Services.....	92
ARTICLE 7 - OTHER WORK AT THE SITE .....	92
7.1 Related Work at Site .....	92
7.2 Coordination. ....	93
7.3 For Delays by Others .....	93
7.4 Contractor's Delay or Damage. ....	94
ARTICLE 8 - ALLOWANCES; UNIT PRICE WORK .....	94
8.1 Allowances.....	94
8.2 Unit Price Work .....	94
ARTICLE 9 - CHANGE OF CONTRACT PRICE; CHANGE IN CONTRACT TIMES.....	95
9.1 Contract Change Orders .....	95
9.2 Contract Price Change.....	96
9.3 Unilateral Change Orders .....	102
9.4 Costs Relating to Weather Damage. ....	103
9.5 WVWD Right to Direct Use of Competitive Bids .....	103
9.6 Change of Contract Times .....	103
ARTICLE 10 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK; NOTICE OF DEFECTS .....	105
10.1 Notice of Defective Work.....	105
10.2 Access to Work. ....	105
10.3 Tests and Inspections .....	106
10.4 Uncovering Work .....	106
10.5 WVWD May Stop the Work .....	107
10.6 Correction or Removal of Defective Work .....	107
10.7 Acceptance of Defective Work .....	107
10.8 WVWD May Correct Defective Work.....	108
10.9 Warranty Period.....	109
ARTICLE 11 - PAYMENTS TO CONTRACTOR AND COMPLETION .....	109
11.1 Progress Payments.....	109
11.2 Contractor's Warranty of Title.....	112
11.3 Partial Utilization .....	112
11.4 Completion of Asset Register.....	113
11.5 Final Inspection.....	113
11.6 Final Acceptance. ....	113
11.7 Final Payment.....	113
11.8 Waiver of Claims.....	114
ARTICLE 12 - SUSPENSION OF WORK AND TERMINATION .....	114
12.1 WVWD May Suspend Work .....	114
12.2 WVWD May Terminate for Cause .....	115

**TABLE OF CONTENTS**  
**(Continued)**

	<u><b>Page</b></u>
12.3 WVWD May Terminate for Convenience.....	115
ARTICLE 13 - CLAIMS, DISPUTE AVOIDANCE AND RESOLUTION .....	118
13.1 Initiating Claims .....	118
13.2 Intent.....	118
13.3 Claims.....	119
13.4 Supporting Documentation.....	119
13.5 WVWD's Response .....	119
13.6 Meet and Confer Process .....	120
13.7 Mediation. ....	120
13.8 Procedures After Mediation.....	121
13.9 Government Code Claims.....	121
13.10 Non-Waiver.....	122
13.11 Duty to Continue Performance. ....	122
ARTICLE 14 - MISCELLANEOUS.....	122
14.1 Giving Notice .....	122
14.2 Limitations on WVWD's Responsibilities .....	122
14.3 Cumulative Remedies.....	122
14.4 Survival of Obligations .....	123
14.5 Controlling Law .....	123
14.6 Jurisdiction; Venue.....	123
14.7 Headings .....	123
14.8 Right to Audit .....	123
14.9 Assignment.....	124
14.10 All Legal Provisions Included. ....	124
14.11 State License Board Notice.....	125
14.12 Air Pollution Control .....	125
14.13 Noise .....	126
14.14 Change In Name And Nature Of Contractor's Legal Entity .....	126
14.15 Notice Of Third Party Claims.....	126

## 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)

(corporate seal)

Dated: \_\_\_\_\_, 20\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

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

- ☐ 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)

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
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.

[illegible]

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):

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

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

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

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

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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:

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13. List Trade References:

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

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

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

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A. List of Current Projects.

\*\*\*Duplicate Page if needed for listing additional current projects.\*\*\*

[illegible]

[illegible]



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.

[illegible]



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:

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2. Summarize each person's specialized education:

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

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4. Summarize such experience:

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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:

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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)

- ☐ 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

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

- ☐ 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)

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
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)

- ☐ 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

**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.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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 Account No. \_\_\_\_\_

**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.

Escrow Account No. \_\_\_\_\_

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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: General Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

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 (15<sup>th</sup>) 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:

<b><u>Contract Price</u></b>	<b><u>Amount of Liability Insurance</u></b> (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**

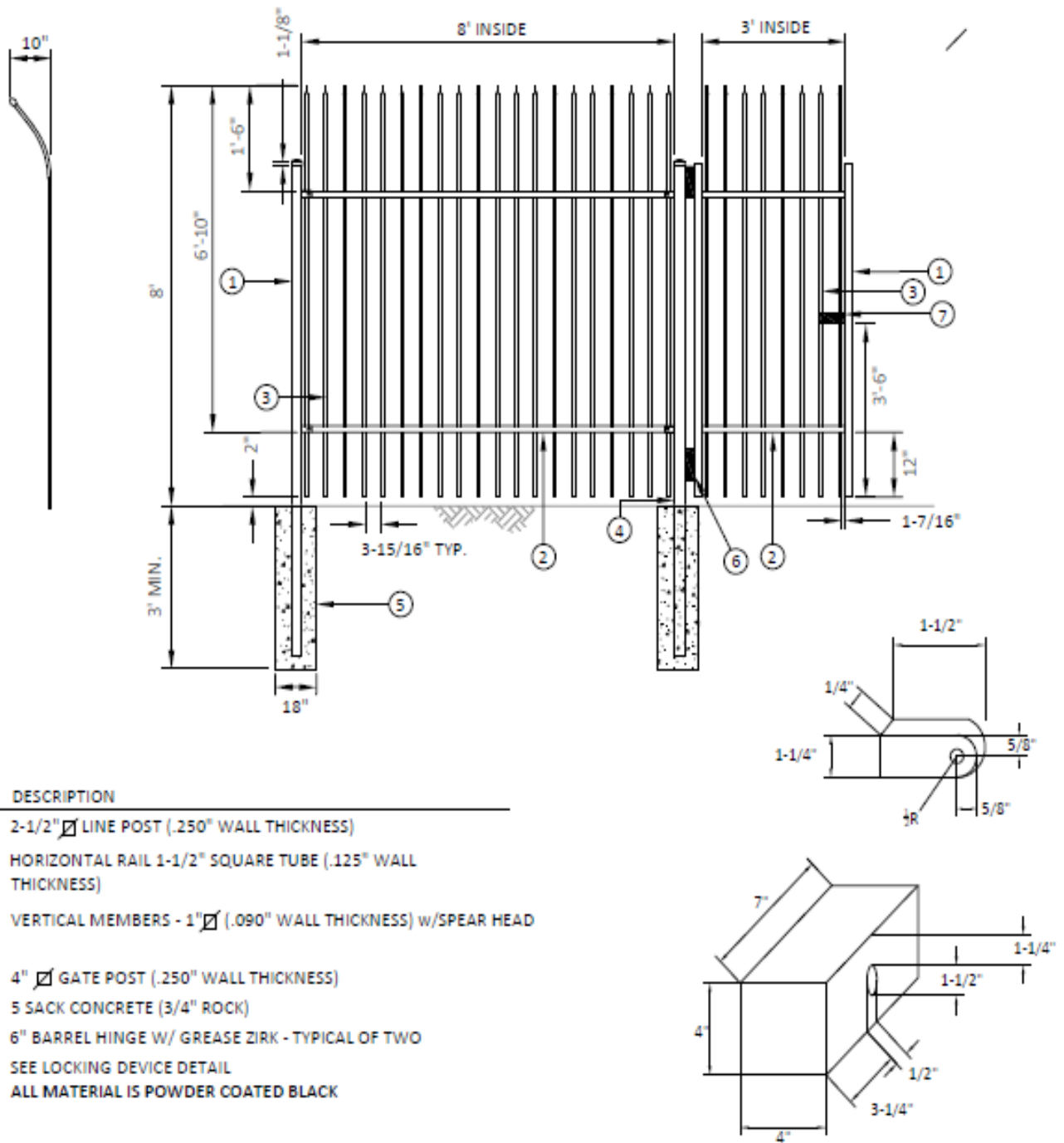
Contractor shall furnish all equipment, labor, and material to remove existing chain link fence, properly and legally dispose of all waste associated with demolishing the existing chain link fence and install new wrought iron fence and associated gates at Well 30.

Well 30 is located approximately at 2015 W. 9<sup>th</sup> 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:

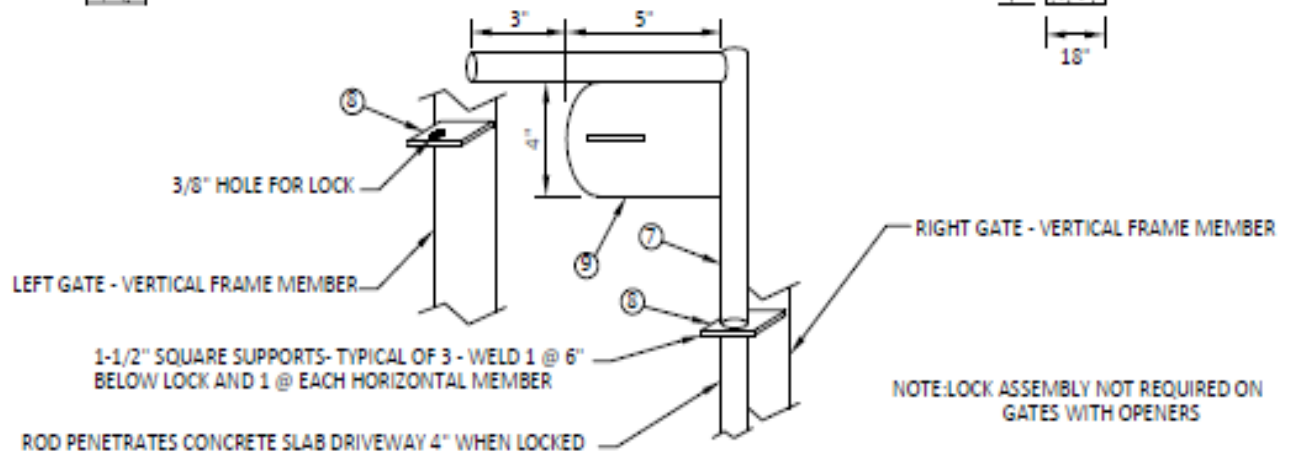
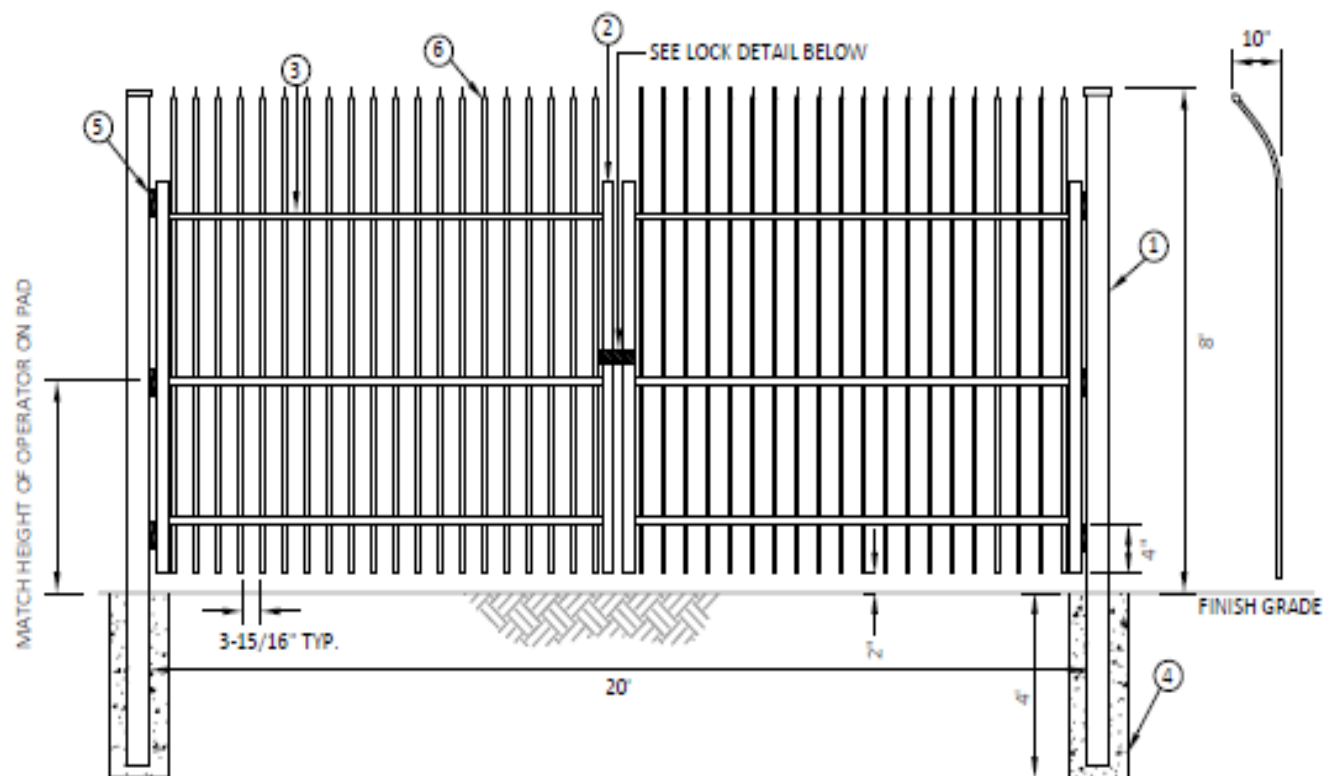


ITEM	DESCRIPTION
①	2-1/2" $\square$ LINE POST (.250" WALL THICKNESS)
②	HORIZONTAL RAIL 1-1/2" SQUARE TUBE (.125" WALL THICKNESS)
③	VERTICAL MEMBERS - 1" $\square$ (.090" WALL THICKNESS) w/SPEAR HEAD
④	4" $\square$ GATE POST (.250" WALL THICKNESS)
⑤	5 SACK CONCRETE (3/4" ROCK)
⑥	6" BARREL HINGE W/ GREASE 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

LOCKING DEVICE DETAIL (NTS)



ROD PENETRATES CONCRETE SLAB DRIVEWAY 4\"

#### LOCK DETAIL

ITEM	DESCRIPTION
1	DRIVE GATE POST - MINIMUM 4\"
2	VERTICAL FRAME MEMBER 1-1/2\"
3	HORIZONTAL RAIL 1-1/2\"
4	5 SACK CONCRETE (3/4\"
5	6\"
6	VERTICAL MEMBERS - 1\"
7	3/4\"
8	1/4\" x 1-1/2\"
9	1/4\"
10	COATING - ALL MATERIAL IS POWDER COATED BLACK



NOTE: LOCK ASSEMBLY NOT REQUIRED ON GATES WITH OPENERS

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 13, 2025  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** Purchase Five (5) New 2025 Ford F-150 XL Trucks

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### **MEETING HISTORY:**

02/10/25 - Finance Committee

### **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:**

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 3<sup>rd</sup> Street, 2<sup>nd</sup> 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.

<b>Confirmed DVBE Participation</b>	<b>DVBE Incentive</b>
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"><li>• Language changes/clarifications; Cost Workbook changes; Technical Questionnaire changes</li></ul>
2	<ul style="list-style-type: none"><li>• Language changes/clarifications; Cost Workbook changes; Narrative Response changes; Technical Questionnaire changes</li></ul>
3	<ul style="list-style-type: none"><li>• Language changes/clarifications; Technical Questionnaire changes</li></ul>
4	<ul style="list-style-type: none"><li>• Language changes/clarifications</li></ul>
5	<ul style="list-style-type: none"><li>• Technical Questionnaire changes</li></ul>
6	<ul style="list-style-type: none"><li>• Cost Workbook changes</li><li>• Technical Questionnaire changes</li><li>• Customer Reference Form revision</li></ul>
7	<ul style="list-style-type: none"><li>• Cost Workbook changes</li><li>• Technical Questionnaire changes</li></ul>
8	<ul style="list-style-type: none"><li>• RFP language changes/clarifications</li></ul>

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

<b>Bidder</b>	<b>Line Items Bid</b>
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

<b>Bidder</b>	<b>Line Items Bid</b>
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



<b>Bidder</b>	<b>Line Items Bid</b>
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

<b>Bidder</b>	<b>Line Items Bid</b>
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 <b>CLIN 7-10</b>	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 <b>CLIN 7-10</b>	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 <b>CLIN 24</b>	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.  Line Item Description: Vans & SUVs CLIN 24: Minivan, 7-Passenger, <b>170 HP</b> , 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	Bidder proposed the Transit Connect XL which comes with 162 HP.
US Fleet Source	Vans & SUVs <b>CLIN 10</b>	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.  Line Item Description: Vans & SUVs CLIN 10: Small Sport Utility, 2WD, 5-Passenger, <b>300 RANGE</b> ,	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 <b>CLIN 1</b>	<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 &amp; SUVs CLIN 1: Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, <b>59 cu. ft. Cargo Volume</b>, 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 <b>CLIN 3</b>	<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 &amp; SUVs CLIN 3: Sport Utility, 4x4 or AWD, 8-Passenger, 350 HP, 116 in. WB, <b>94 cu. ft. Cargo Volume</b>, 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 <b>CLIN 6</b>	<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 &amp; SUVs CLIN 6:Small Sport Utility, AWD, 5-Passenger, <b>250 RANGE</b>, 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 <b>CLIN 30-31</b> & Vans & SUVs <b>CLIN 31</b>	<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 <b>CLIN 2</b>	<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
	<b>CLIN 3 (Tahoe)</b>	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 <b>CLIN 33</b>	<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 <b>CLIN 40, 51, and 54</b>	<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
<b>Total Score</b>	<b>1015</b>

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.

X

Event Details

Event :  
0000020793

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

Event ID	Dept:
0000020793	DGS - Statewide Procurement
Format/Type:	Event Version
Sell Event / RFx	12
Published Date	Event End Date:
10/25/2021 3:30PM PDT	01/07/2022 5:00PM PST
Description:	
12/22/2021 Addendum #8 posted Q&A Set #8 added	
12/20/2021 Addendum #7 posted 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&amp;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](#)

## Contact Information

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%2012%2F22%2F2021%0AAddendum%20%238%20posted%0AQ%26A%20Set%20%238%20added%0A%0A12%2F20%2F2021%0AAddendum%20%237%20posted%0AQ%2

## 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***

1.	Section 1 – Introduction and Overview .....	8
1.1	Scope of this Request for Proposal (RFP).....	8
1.2	Authority of the RFP and Bidder Admonishment .....	9
1.3	Availability.....	9
1.4	Procurement Official .....	9
1.5	Key Action Dates .....	10
1.6	Americans with Disabilities Act (ADA) .....	10
1.7	State of California Environmentally Preferable Purchasing (EPP).....	11
2.	Section 2 – Rules Governing the Procurement Process .....	12
2.1	Identification and Classification of RFP Requirements .....	12
2.1.1	Requirements .....	12
2.1.2	Desirable Items.....	12
2.1.3	Mandatory Requirements .....	12
2.1.4	Non-Mandatory Requirements.....	12
2.1.5	Scored Requirements .....	12
2.1.6	Narrative Responses .....	12
2.2	Bidding Requirements and Conditions.....	13
2.2.1	General.....	13
2.2.2	RFP Documents .....	13
2.2.3	Examination of the Work .....	13
2.2.4	Questions Regarding the RFP .....	13
2.2.5	Request to Change the Requirements of the RFP .....	14
2.2.6	Bidders’ Conference .....	14
2.2.7	Supplier’s Intention to Submit a Proposal.....	14
2.2.8	Addenda .....	15
2.2.9	Discounts.....	15
2.2.10	Joint Proposals .....	15
2.3	Proposal Process.....	15
2.3.1	General.....	15
2.3.2	Final Proposals.....	15
2.3.2.1	Draft Proposal .....	15
2.3.3	Public Record .....	16
2.3.4	Submission of Proposals .....	16
2.3.4.1	Preparation .....	16
2.3.4.2	Bidder’s Cost.....	16

2.3.4.3	Completion of Proposals .....	17
2.3.4.4	False or Misleading Statements .....	17
2.3.4.5	Signature of Proposal .....	17
2.3.4.6	Delivery of Proposals .....	17
2.3.4.7	Withdrawal and Resubmission/Modification of Proposals .....	17
2.3.5	Rejection of Proposals .....	18
2.3.6	Evaluation and Selection Process .....	18
2.3.6.1	General .....	18
2.3.6.2	Evaluation Questions .....	18
2.3.6.3	Errors in the Final Proposals .....	18
2.3.7	Award of Contract .....	19
2.3.8	Debriefing .....	20
2.4	Contractual Information .....	20
2.4.1	Contract Provisions .....	20
2.4.2	Specific Terms and Conditions .....	20
2.4.3	Term of Contract .....	20
2.5	Other Information .....	20
2.5.1.1	Award Protest .....	20
2.5.2	Disposition of Proposals .....	21
3.	Section 3 – Requirements .....	22
3.1	Technical Requirements .....	22
3.1.1	Proposed Products (M) .....	22
3.1.1.1	Minimum Technical Requirements .....	22
3.1.1.2	Technical Questionnaire .....	23
3.1.2	Technical Literature Content (M) .....	23
3.1.3	Product Substitutions/Discontinued Items (M) .....	23
3.1.4	Options (M) .....	23
3.1.5	Post-Consumer Recycled Content Certification (M) .....	24
3.1.6	Warranty/Maintenance (M) .....	25
3.1.6.1	Repair Parts (M) .....	26
3.1.6.2	Maintenance Plan (M) .....	26
3.2	Administrative Requirements .....	27
3.2.1	Cost Workbook .....	27
3.2.2	Pricing (MS) .....	27
3.2.2.1	Promotional Pricing (M) .....	27

3.2.2.2	Volume Discounts (NM)	27
3.2.2.3	State of California Employee Pricing on ZEV for Personal Use (NM)	28
3.2.2.4	Price Adjustments (M)	28
3.2.3	Customer References (MS)	29
3.2.4	Seller's Permit (M)	30
3.2.5	Payee Data Record (M)	30
3.2.6	OEM Authorized Dealer (M)	30
3.2.7	State of California Dealer License (M)	30
3.2.8	Darfur Contracting Act (M)	30
3.2.9	California Civil Rights Laws (M)	31
3.2.10	Iran Contracting Act	31
3.2.11	Insurance Requirements (M)	31
3.2.12	Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion (M)	32
3.2.13	Declaration Forms (M)	32
3.2.14	Socioeconomic Programs	32
A.	DVBE Program Requirements and DVBE Incentive:	32
B.	Small Business Preference	33
C.	Small Business Nonprofit Veteran Services Agencies (SB/NVSA)	33
D.	Non-Small Business Subcontractor Preference	33
E.	Target Area Contract Preference Act (TACPA) Preference	33
3.2.15	Commercially Useful Function (CUF) (M)	34
3.2.16	Subcontractor CUF Requirements (NM)	34
3.2.17	SB/DVBE Participation Commitment Requirement (M)	35
3.2.18	Subcontractors (M)	35
3.2.18.1	Notice of Subcontractors (M)	35
3.2.19	Distribution Plan (M)	35
3.3	Contract Requirements	36
3.3.1	Confidentiality (M)	36
3.3.2	Contract Terms and Conditions (M)	36
3.3.3	Contract Implementation Period (M)	37
3.3.4	State Contract Administrator (M)	37
3.3.5	Contractor Contract Manager (M)	37
3.3.6	Customer Service (M)	37
3.3.7	Problem Resolution (M)	38
3.3.8	Promotional Materials (M)	38

3.3.9	Contract Website/Electronic Quoting System (NM)	38
3.3.9.1	Contractor Website Maintenance (M)	38
3.3.10	Pre-Order Quote Requests (M)	38
3.3.11	Order Acceptance (M)	39
3.3.12	Purchase Execution (M)	39
3.3.13	Minimum Order (M)	39
3.3.14	Ordering Methods (M)	40
3.3.15	Order Acknowledgement (M)	40
3.3.16	Discontinued Vehicle Remedy (M)	40
3.3.17	Manufacturer Order Cut-Off	41
3.3.18	Free on Board (F.O.B) Destination (M)	41
3.3.19	Delivery Locations (M)	41
3.3.20	Delivery Schedules (M)	42
3.3.21	Security Requirements for Deliveries (M)	42
3.3.22	Pre-Delivery Checklist (M)	42
3.3.23	Documents (M)	42
3.3.24	Inspection and Acceptance (M)	43
3.3.25	Receiving Inspection	43
3.3.26	In-Service Notification (M)	43
3.3.27	State Notification (M)	43
3.3.28	Product Recall Procedures (M)	43
3.3.29	Invoicing (M)	44
3.3.30	Payment (M)	44
3.3.30.1	State Financial Marketplace	44
3.3.31	Restocking Fees	44
3.3.32	Reporting (M)	44
3.3.32.1	Contract Usage Report (M)	45
3.3.32.2	Local Business Activity Report (M)	45
3.3.32.3	Local Governmental Agencies Incentive Fee (M)	46
3.3.32.4	Small Business (SB)/ Disabled Veteran Business Enterprise (DVBE) Participation Report (M)	47
3.3.32.5	Aging Debt Report (M)	47
3.3.32.6	Ad Hoc Reporting (M)	48
3.3.33	Contract Termination/Expiration Transition Plan (M)	48
3.3.34	System Termination (M)	48



4.	Section 4 - Cost .....	49
4.1	Cost Information Guidelines .....	49
4.1.1	Prompt Payment Cash Discount.....	49
4.1.2	Quantities .....	49
4.1.3	Required Information .....	50
4.1.4	Pricing/Discount Format .....	50
4.1.5	Sales Tax .....	50
4.2	Cost Workbook Instructions.....	50
4.2.1	Download and Save .....	50
4.2.2	Cost Workbook Completion .....	50
4.3	Cost Submittal .....	51
5.	Section 5 – Proposal Format .....	52
5.1	Proposal Delivery.....	52
5.2	Draft Proposal Format .....	52
5.3	Final Proposal Format .....	52
5.3.1	Electronic Document Formats .....	52
5.4	Final Proposal Content .....	53
5.4.1	Volume 1- Response to Requirements.....	53
5.4.2	Volume 2 - Cost Data .....	53
5.4.3	Final Proposal Exhibits .....	53
6.	Section 6 - Evaluation .....	56
6.1	Receipt .....	56
6.2	Evaluation of Final Proposals .....	56
6.2.1	Validation Against Requirements.....	56
6.2.2	Cost Analysis.....	56
6.2.3	Evaluation of Requirements.....	56
6.3	Final Proposal Scoring Criteria .....	57
6.3.1	Preference Calculation .....	57
6.3.1.1	Small Business Preference Calculation .....	57
6.3.1.2	DVBE Incentive Calculation .....	57
6.3.1.3	TACPA Preference Calculations .....	57
6.4	Selection and Award.....	58
6.5	Negotiations.....	58
7.	Section 7 - Demonstration .....	59
8.	Section 8 – Exhibits .....	60

8.1 Exhibits .....60

## 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](mailto:Eugene.Shemereko@dgs.ca.gov)

**Proposal Submittal E-mail:** [CMU@dgs.ca.gov](mailto: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 2<sup>nd</sup> 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](http://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
- 3<sup>rd</sup> Party Plan

(For 3<sup>rd</sup> 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](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](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](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](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/gspd05-105.pdf) (<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.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](mailto: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 statutes, 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.

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#### **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.

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#### 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

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- 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.

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## 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](mailto: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](mailto: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)

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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

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**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.).

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## **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
<b>Total Available Points</b>	<b>1015</b>

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.

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#### **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 \$	Servive 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		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	917.5	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		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	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		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		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	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		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		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	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		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		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		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	897.2	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		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		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		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	855.5		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		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	989.0	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		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		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		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		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	925.0	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		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		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		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		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		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		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		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		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		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		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, <b>HYBRID</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	<b>*\$40,890.00*</b>	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
21	Standard Pickup, 4x4, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	<b>*\$36,450.00*</b>	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
22	Standard Pickup, 4x2, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	<b>*\$38,670.00*</b>	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/22	25101507	Each	1	CHEVROLET	SILVERADO	<b>*\$40,790.00*</b>	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
24	Standard Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	<b>*\$39,675.00*</b>	\$1,095.00	WINNER CHEVROLET	1-22-23-20D

25	Standard Pickup, 4x4, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>E85</b> 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, <b>E85</b> 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, <b>E85</b> 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, <b>E85</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	<b>*\$43,664.16*</b>		WATSONVILLE FLEET GROUP	1-22-23-20G
33	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	<b>*\$45,952.72*</b>		WATSONVILLE FLEET GROUP	1-22-23-20G
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	<b>*\$47,084.72*</b>		WATSONVILLE FLEET GROUP	1-22-23-20G
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	<b>*\$46,152.72*</b>		WATSONVILLE FLEET GROUP	1-22-23-20G

36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	<b>*\$49,611.72*</b>		WATSONVILLE FLEET GROUP	1-22-23-20G
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	<b>*\$55,991.70*</b>		WATSONVILLE FLEET GROUP	1-22-23-20G
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>CNG</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>ELECTRIC</b> 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, <b>ELECTRIC</b> 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, <b>HYBRID</b> 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, <b>HYBRID</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-450	<b>*\$53,510.00*</b>		DOWNTOWN FORD	1-22-23-20F
49	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, <b>GASOLINE</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-450	<b>*\$61,341.00*</b>		DOWNTOWN FORD	1-22-23-20F
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>CNG</b> 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, <b>GASOLINE</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-550	<b>*\$53,398.00*</b>		DOWNTOWN FORD	1-22-23-20F
52	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, <b>GASOLINE</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-550	<b>*\$61,042.00*</b>		DOWNTOWN FORD	1-22-23-20F
53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>CNG</b> 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, <b>GASOLINE</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>CNG</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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, <b>DIESEL</b> 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 %



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> 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](mailto: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](http://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
<b><i>*6*</i></b>	➤ <b><i>*Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6*</i></b>	<b><i>*01/23/2023*</i></b>
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.**

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

TABLE OF CONTENTS

1.	SCOPE .....	5
2.	CONTRACT USAGE/RULES .....	5
3.	DGS ADMINISTRATIVE FEES.....	6
4.	SB/DVBE OFF-RAMP PROVISION.....	6
5.	PROBLEM RESOLUTION/SUPPLIER PERFORMANCE .....	6
6.	CONTRACT ITEMS.....	7
7.	SPECIFICATIONS.....	8
8.	CUSTOMER SERVICE .....	8
9.	PRODUCT SUBSTITUTIONS .....	9
10.	PURCHASE EXECUTION.....	10
11.	MINIMUM ORDER.....	11
12.	ORDERING PROCEDURE .....	11
13.	ORDER ACCEPTANCE .....	13
14.	ORDER ACKNOWLEDMENT.....	13
15.	DELAYED PRODUCTION REMEDY.....	13
16.	DISCONTINUED VEHICLE REMEDY.....	13
17.	DELIVERY PROCEDURES.....	14
18.	INSPECTION AND ACCEPTANCE.....	15
19.	EMERGENCY/EXPEDITED ORDERS.....	15
20.	FREE ON BOARD (F.O.B.) DESTINATION .....	15
21.	SHIPPED ORDERS.....	16
22.	CONTRACT ADMINISTRATION .....	16
23.	RESTOCKING FEES.....	18
24.	INVOICING .....	18
25.	PAYMENT .....	19
26.	CALIFORNIA SELLER'S PERMIT.....	20
27.	WARRANTY .....	20
28.	REPAIR PARTS .....	21
29.	MAINTENANCE PLAN .....	21
30.	RECYCLED CONTENT .....	22
31.	SB/DVBE PARTICIPATION.....	22
32.	STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING.....	22

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, ***\*Supplement 6\****

33. ATTACHMENTS..... 22

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

## 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](mailto: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

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

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).



**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

## **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:

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

- 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.

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

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	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Ocean Honda	1-22-23-20B	Pat Ireland	(559) 707-5735	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Freeway Toyota	1-22-23-20C	Pat Ireland	(559) 707-5735	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Winner Chevrolet	1-22-23-20D	Jerry Powers	(916) 426-5752	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>
Elk Grove Auto	1-22-23-20E	Jerry Powers	(916) 426-5752	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>
Downtown Ford Sales	1-22-23-20F	Sandra Scott	(916) 442-9631	<a href="mailto:sandrascott@downtownfordsacramento.com">sandrascott@downtownfordsacramento.com</a>
Watsonville Fleet Group	1-22-23-20G	Yesenia Covarrubias	(626) 457-5590	<a href="mailto:yesenia@watsonvillefleetgroup.com">yesenia@watsonvillefleetgroup.com</a>
CA Car Group	1-22-23-20H	Richard M. Slad	(925) 560-4465	<a href="mailto:RichardMS@cacargroup.com">RichardMS@cacargroup.com</a>
Riverview International Trucks	1-22-23-20H	Jason Farrell	(916) 371-3110	<a href="mailto:jasonf@riverview-trucks.com">jasonf@riverview-trucks.com</a>
Sacramento Truck Center	1-22-23-20H	Dean Needham	(916) 286-2013	<a href="mailto:dneedham@sacramentotruck.com">dneedham@sacramentotruck.com</a>
Bonander Truck & Trailer	1-22-23-20H	Steve Mannion	(916) 747-6151	<a href="mailto:Cme4GMC@hotmail.com">Cme4GMC@hotmail.com</a>

**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).

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

## **10. PURCHASE EXECUTION**

### **A. State Departments**

#### **1) Std. 65 Purchase Documents**

State departments not transacting in FI\$CAL 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) FI\$CAL Purchase Documents**

State departments transacting in FI\$CAL will follow the FI\$CAL 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).

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

**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: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Contract # 1-22-23-20B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
Contract # 1-22-23-20C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: <a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
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: <a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

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: <a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>
Contract # 1-22-23-20F	U.S. Mail: Downtown Ford Sales 525 N 16 <sup>th</sup> St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: <a href="mailto:sandrascott@downtownfordsacramento.com">sandrascott@downtownfordsacramento.com</a>
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: <a href="mailto:yesenia@watsonvillefleetgroup.com">yesenia@watsonvillefleetgroup.com</a>
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: <a href="mailto:RichardMS@cacargroup.com">RichardMS@cacargroup.com</a>
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: <a href="mailto:jasonf@riverview-trucks.com">jasonf@riverview-trucks.com</a>
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: <a href="mailto:dneedham@sacramentotruck.com">dneedham@sacramentotruck.com</a>
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: <a href="mailto:Cme4GMC@hotmail.com">Cme4GMC@hotmail.com</a>

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

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:

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

- 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 3<sup>rd</sup> 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:



**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

- 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:	<a href="mailto:Eugene.Shemereko@dgs.ca.gov">Eugene.Shemereko@dgs.ca.gov</a>	<a href="mailto:Robb.Parkison@dgs.ca.gov">Robb.Parkison@dgs.ca.gov</a>
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	DGS/Procurement Division Attn: Robb Parkison 707 Third Street, 2 <sup>nd</sup> 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:	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>
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\***

<b>Dealer Contact Information</b>	<b>Freeway Toyota of Hanford</b> Contract # 1-18-23-20C	<b>Winner Chevrolet</b> Contract # 1-18-23-20D
<b>Contact Name:</b>	Pat Ireland	Jerry Powers
<b>Telephone:</b>	(559) 707-5735	(916) 426-5752
<b>Facsimile:</b>	(559) 961-4601	(916) 421-0149
<b>Email:</b>	<a href="mailto:patireland1962@yahoo.com">patireland1962@yahoo.com</a>	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>
<b>Address:</b>	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

<b>Dealer Contact Information</b>	<b>Elk Grove Auto Group</b> Contract # 1-22-23-20E	<b>Downtown Ford Sales</b> Contract # 1-22-23-20F
<b>Contact Name:</b>	Jerry Powers	Sandra Scott
<b>Telephone:</b>	(916) 426-5752	(916) 442-9631
<b>Facsimile:</b>	(916) 421-0149	(916) 491-3138
<b>Email:</b>	<a href="mailto:jpowers@lasherauto.com">jpowers@lasherauto.com</a>	<a href="mailto:sandrascott@downtownfordsacramento.com">sandrascott@downtownfordsacramento.com</a>
<b>Address:</b>	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16 <sup>th</sup> St Sacramento, CA 95811

<b>Dealer Contact Information</b>	<b>Watsonville Fleet Group</b> Contract # 1-22-23-20G	<b>CA Car Group</b> Contract # 1-22-23-20H
<b>Contact Name:</b>	Yesenia Covarrubias	Richard M. Slade
<b>Telephone:</b>	(626) 457-5590	(925) 560-4465
<b>Facsimile:</b>	(626) 457-5593	N/A
<b>Email:</b>	<a href="mailto:yesenia@watsonvillefleetgroup.com">yesenia@watsonvillefleetgroup.com</a>	<a href="mailto:RichardMS@cacargroup.com">RichardMS@cacargroup.com</a>
<b>Address:</b>	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\***

<b>Dealer Contact Information</b>	<b>Riverview International Trucks</b> Contract # 1-22-23-20I	<b>Sacramento Truck Center</b> Contract # 1-22-23-20J
<b>Contact Name:</b>	Jason Farrell	Dean Needham
<b>Telephone:</b>	(916) 371-3110	(916) 286-2013
<b>Facsimile:</b>	(916) 372-8541	(916) 286-2085
<b>Email:</b>	<a href="mailto:jasonf@riverview-trucks.com">jasonf@riverview-trucks.com</a>	<a href="mailto:dneedham@sacramentotruck.com">dneedham@sacramentotruck.com</a>
<b>Address:</b>	Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691	Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838

<b>Dealer Contact Information</b>	<b>Bonander Truck &amp; Trailer</b> Contract # 1-22-23-20K
<b>Contact Name:</b>	Steve Mannion
<b>Telephone:</b>	(916) 747-6151
<b>Facsimile:</b>	(209) 634-4965
<b>Email:</b>	<a href="mailto:Cme4GMC@hotmail.com">Cme4GMC@hotmail.com</a>
<b>Address:</b>	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**  
Contract User Instructions, **\*Supplement 6\***

- 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

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

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](http://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.

**Contract (Mandatory) 1-22-23-20 A-K**  
Contract User Instructions, **\*Supplement 6\***

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





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	<b>2025 FORD F150 4X2 REG CAB PICKUP</b> STATE CONTRACT 1-22-23-20F CLIN 20 <b>EXTERIOR COLOR: WHITE</b>	\$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		

**Payment Details**

- ☐ Cash  
☒ Check  
☐ Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

SubTotal	\$186,855.00
DELIVERY	\$3,000.00
SALES TAX	\$14,481.26
CA Tire Tax	\$43.75
<b>TOTAL</b>	<b>\$204,380.01</b>

Office Use Only

**\$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

SIGNATURE

DATE



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** Haydee Sainz, Human Resources & Risk Manager  
**SUBJECT:** Resolution in Support of Melody McDonald for ACWA JPIA Executive Committee

---

### **MEETING HISTORY:**

N/A

### **BACKGROUND:**

Staff received a request to present to the Board of Directors a request to support for the nomination of Melody McDonald for ACWA JPIA Executive Committee Re-election (See Exhibit A). The request was received from Allison Zecher of San Bernardino Valley Water Conservation District.

The request stated the following:

"On behalf of the Board of Directors of the San Bernardino Valley Water Conservation District (SBVWCD), we are honored to nominate our President, Melody McDonald, for re-election to the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Executive Committee. SBVWCD Resolution No. 626, formally supports Mrs. McDonald's nomination.

For over three decades, Ms. McDonald has exemplified exceptional leadership, unwavering dedication to the water industry, and a steadfast commitment to risk management and training. Her unparalleled institutional knowledge and contributions to ACWA JPIA have earned her recognition as a cornerstone of its success.

Ms. McDonald's service to her community spans many critical aspects of the water sector:

- President, ACWA JPIA Board of Directors
- Member, ACWA JPIA Executive Committee (since 2001)
- Chair, ACWA JPIA Personnel Committee
- Director, ACWA JPIA (since 1991)
- President, San Bernardino Valley Water Conservation District
- Director, San Bernardino Valley Water Conservation District (since 1991)
- Member, ACWA State Legislative Committee
- Board Member, Association of San Bernardino County Special Districts

In addition to her ongoing roles, Ms. McDonald has previously served as Chair and Vice-Chair of the ACWA JPIA Liability, Property, and Workers Compensation Program committees. Notably, she spent eight years as Chair of the State of California Santa Ana Regional Water Quality Control Board under a gubernatorial appointment from 1993 to 2000."

### **DISCUSSION:**

Ms. Zecher respectfully requests that the Board of Directors adopt a concurring resolution of nomination in support of Ms. McDonald. Exhibit B is the proposed resolution for support of the nomination. Given the time-sensitive nature of this request, staff included this item for consideration.

**FISCAL IMPACT:**

None

**REQUESTED ACTION:**

Approve Resolution 2025-03 in support of Ms. Melody McDonald for the ACWA JPIA Executive Committee.

**Attachments**

[Exhibit A Nomination of Melody McDonald for ACWA JPIA Executive Committee Re-Election 2025.pdf](#)

[Exhibit B - Resolution 2025-03 Nomination of Melody McDonald for ACWA JPIA Executive Committee Re-Election.pdf](#)

## EXHIBIT A

West Valley Water District  
Haydee Sainz  
Alternate Director  
855 W Baseline Rd  
Rialto, CA 92376

February 3, 2025

Dear Haydee Sainz,

On behalf of the Board of Directors of the San Bernardino Valley Water Conservation District (SBVWCD), we are honored to nominate our President, Melody McDonald, for re-election to the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Executive Committee. Enclosed, please find a certified copy of SBVWCD Resolution No. 626, formally supporting Mrs. McDonald's nomination.

For over three decades, Ms. McDonald has exemplified exceptional leadership, unwavering dedication to the water industry, and a steadfast commitment to risk management and training. Her unparalleled institutional knowledge and contributions to ACWA JPIA have earned her recognition as a cornerstone of its success.

Ms. McDonald's service to her community spans many critical aspects of the water sector:

- President, ACWA JPIA Board of Directors
- Member, ACWA JPIA Executive Committee (since 2001)
- Chair, ACWA JPIA Personnel Committee
- Director, ACWA JPIA (since 1991)
- President, San Bernardino Valley Water Conservation District
- Director, San Bernardino Valley Water Conservation District (since 1991)
- Member, ACWA State Legislative Committee
- Board Member, Association of San Bernardino County Special Districts

In addition to her ongoing roles, Ms. McDonald has previously served as Chair and Vice-Chair of the ACWA JPIA Liability, Property, and Workers Compensation Program committees. Notably, she spent eight years as Chair of the State of California Santa Ana Regional Water Quality Control Board under a gubernatorial appointment from 1993 to 2000.

With over 32 years of experience in the water industry, Ms. McDonald's leadership has guided ACWA JPIA's remarkable growth, now managing assets exceeding \$244 million. In 2024, JPIA conducted 207 training classes and equipped more than 4,400 employees with essential skills to mitigate risks. Her guiding philosophy, "The best claim is the one that never happened," underscores her commitment to proactive risk management and loss prevention—key drivers of ACWA JPIA's success.

We respectfully request that your organization adopt a concurring resolution of nomination in support of Ms. McDonald. A sample resolution is enclosed for your convenience or can be accessed at ACWA JPIA

EXHIBIT A

[Election Page](#). Given the time-sensitive nature of this request, we kindly ask that it be included on your next Board meeting agenda.

Thank you for your consideration and support of Ms. McDonald's candidacy. Should you have any questions or need additional information, please feel free to contact me at 909-793-2503 or [bmiller@sbvwcd.org](mailto:bmiller@sbvwcd.org).

Please send a certified copy of your resolution to:

**ACWA/JPIA**

Attention: Laura Baryak

ACWA JPIA

P.O. Box 619082

Roseville, CA 95661-9082

[lbaryak@acwajpia.com](mailto:lbaryak@acwajpia.com)

**and**

**San Bernardino Valley Water  
Conservation District**

Attention: Allison Zecher

1630 W. Redlands Blvd. Suite A

Redlands, CA 92374

[azecher@sbvwcd.org](mailto:azecher@sbvwcd.org)

***This resolution must be received by ACWA/JPIA no later than 4:30 pm Friday, April 11, 2025.***

Sincerely,

Betsy Miller  
General Manager

Enclosures:

1. SBVWCD Resolution No. 626
2. Statement of Qualifications
3. Sample Concurring Resolution

**RESOLUTION NO. 2025-03**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY  
WATER DISTRICT CONCURRING IN NOMINATION TO THE  
EXECUTIVE COMMITTEE OF THE ASSOCIATION OF CALIFORNIA  
WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY  
("JPIA")**

**WHEREAS**, this West Valley Water District ("District") is a member district of ACWA/  
Joint Powers Insurance Authority (JPIA); and

**WHEREAS**, the Bylaws of ACWA/JPIA provide that in order for a nomination to be  
made to ACWA/JPIA's Executive Committee, three member districts must concur with the  
nominating district, and

**WHEREAS**, another JPIA member district, the San Bernardino Valley Water  
Conservation District (SBVWCD) has requested that this district concur in its nomination of its  
member of the JPIA Board of Directors to the Executive Committee of the JPIA;

**NOW, THEREFORE, THE WEST VALLEY WATER DISTRICT BOARD OF  
DIRECTORS, DOES HEREBY RESOLVE AS FOLLOWS:**

That this district concurs with the nomination of Melody McDonald of San Bernardino  
Valley Water Conservation District (SBVWCD) to the Executive Committee of ACWA/JPIA for  
the election to be held at JPIA's Spring 2025 Conference.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit  
a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082,  
forthwith.

**APPROVED, PASSED, and ADOPTED** this 13<sup>th</sup> day of February, 2025.

BOARD OF DIRECTORS

BY: \_\_\_\_\_  
GREGORY YOUNG  
President

## CERTIFICATION

I, Elvia Dominguez, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on the 13<sup>th</sup> day of February 2025, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:

Dated: February 13, 2025

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ELVIA DOMINGUEZ  
Board Secretary



## STAFF REPORT

**DATE:** February 13, 2025

**TO:** Board of Directors

**FROM:** Linda Jadeski, Assistant General Manager

**SUBJECT:** Approve a Funding Agreement with San Bernardino County for the Bloomington Alleyway Water Main Replacement Project - Phase 3C

---

### **MEETING HISTORY:**

N/A

### **BACKGROUND:**

Over the course of many decades, fences, buildings, and other structures have been constructed within the alleyways within the community of Bloomington, limiting West Valley Water District's (WVWD) ability to repair leaks, read meters, locate shutoff valves, and perform regular and emergency maintenance. To address this, WVWD has developed a phased approach to replace aging water infrastructure including pipelines and fire hydrants to meet the needs of the residents of Bloomington. The Bloomington Alleyway Water Main Replacement Project – Phase 3C (project) will improve fire flow and emergency response capabilities and provide a more dependable and reliable water service.

San Bernardino County (County) works with community partners like WVWD to identify projects that provide services that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens. Therefore, the County, through its District Specific Priorities Program, is seeking to fund a portion of this project.

### **DISCUSSION:**

WVWD's proposed project includes the construction of new pipelines within existing paved streets and the relocation of water meters from back alleyways to the front of the customer's property. More specifically, the project includes the construction of 4,300 feet of 8-inch distribution pipeline, 4,000 feet of 24-inch transmission pipeline, the installation of over 100 new customer service laterals and AMI meters within 8th Street between Locust Ave. and Cedar Ave. and the installation of 10 new fire hydrants to improve firefighting response in southern Bloomington.

### **FISCAL IMPACT:**

The estimated cost of the project as outlined above is \$3,800,000 and the County is offering to assist with 40% of the cost with a not to exceed amount of \$1,520,000. Attached as Exhibit A is a copy of the agreement with the County. This project was included in WVWD's approved 5-year Capital Improvement Plan Budget.

### **REQUESTED ACTION:**



1. Authorize entering into an agreement with San Bernardino County to receive a not to exceed funding amount of \$1,520,000 for WVWD's Bloomington Alleyway Water Main Replacement Project – Phase 3C and;
2. Authorize the General Manager to execute all necessary documents.

**Attachments**

[Exhibit A - Agreement.pdf](#)

# EXHIBIT A



**Contract Number**

**SAP Number**

## Board of Supervisors

<b>Department Contract Representative</b>	Penelope Chang
<b>Telephone Number</b>	909-387-4886
<b>Contractor</b>	West Valley Water District
<b>Contractor Representative</b>	John Thiel
<b>Telephone Number</b>	909-820-3713
<b>Contract Term</b>	02/25/2025 – 02/24/2027
<b>Original Contract Amount</b>	Not-to-Exceed \$1,520,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	Not-to-Exceed \$1,520,000
<b>Cost Center</b>	1025001000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens;

**WHEREAS**, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents;

**WHEREAS**, on September 21, 2021 (Item No. 18), the Board approved the Board of Supervisors Discretionary Fund – District Specific Priorities Program (Priorities Program) and allocated \$4 million to each of the five supervisorial districts;

**WHEREAS**, on November 16, 2021 (Item No. 33), the Board approved an additional allocation of \$7 million to each of the five supervisorial districts under the Priorities Program;

**WHEREAS**, on February 6, 2024 (Item No.61), the Board approved an additional allocation of \$6 million to each of the five supervisorial districts under the Priorities Program;

**WHEREAS**, on June 11, 2024 (Item No. 110), the Board approved an additional allocation of \$3 million to each of the five supervisorial districts under the Priorities Program;

**WHEREAS**, County desires to provide funding to the West Valley Water District (Contractor) to complete the Bloomington Alleyway Water Main Replacement project (Services);

**WHEREAS**, the County would like Contractor to provide these Services;

**WHEREAS**, the County finds Contractor qualified to provide the Services to replace aging water infrastructure in the community of Bloomington, including pipelines and fire hydrants;

**WHEREAS**, providing funding to Contractor serves the public purpose of promoting the health and safety of the residents of Bloomington by improving the reliability of water service and improving fire flows and emergency response capabilities; and assists the Fifth District Supervisor with supporting the County's vision to promote health, safety, and social service needs of County residents; and

**WHEREAS**, the County residents of Bloomington and the surrounding communities of the Fifth District will be served by the Bloomington Alleyway Water Main Replacement project; and

**WHEREAS**, the County desires that such Services be provided by Contractor and Contractor agrees to perform these services as set forth below.

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. PURPOSE OF CONTRACT**

This Contract is made for the purpose of providing funding to support Contractor to replace aging water infrastructure in the community of Bloomington, including pipelines and fire hydrants to improve response meet the needs of the residents of Bloomington and surrounding communities.

**B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES**

**B.1** Funding arising out of this Contract will be used for a scope of Services to assist Contractor with replacing aging and undersized water lines with new waterlines constructed in the street right of way, and installing new fire hydrants to improve firefighting response in the South Bloomington. More specifically, the project includes:

**B.1.1** The construction of 4,300 feet of 8-inch distribution pipeline and 4,000 feet of 24-inch transmission pipeline.

**B.1.2** The installation of over 100 new customer service laterals and AMI meters within 8<sup>th</sup> Street between Locust Ave. and Cedar Ave..

**B.1.3** The installation of 10 new fire hydrants.

**B.2** Contractor shall allow the County, its officers, agents and employees the privilege and right to on-site inspection of the Bloomington Alleyway Water Main Replacement project for the duration of this Contract. Contractor will ensure that its employees or agents furnish any information that in the judgment of the County, may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

**B.3** Contractor shall provide the County all documentation regarding the scope of Services covered by this Contract that the County requests from Contractor within 10 days of County's request unless a different time is agreed to by the County.

**B.4** Contractor shall provide the County with documentation supporting completion of the project within 60 days of project completion.

**B.5** Contractor acknowledges and agrees that it will make a matching contribution of 60% of the cost of the project cost of \$3,800,000. Contractor's matching contribution will be a minimum of \$2,280,000.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Any attempt by Contractor to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal,

professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The Fifth District Supervisor or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Except as provided under Section D of this Contract or as otherwise delegated by the Board of Supervisors, if this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C.14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be

registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

#### **C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

#### **C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

#### **C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally

preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.



**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 RESERVED.**

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

**C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C.37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.38 Termination for Convenience**

The County and the Contractor each reserve the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall

promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

County may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in County funding for the Contract activity or if for any reason the timely completion of the Services described in Section A or B under this Contract is rendered improbable, infeasible or impossible.

Upon Contract termination, Contractor shall immediately transfer to County all County Funds on hand at the time of expiration and any accounts receivable attributable to the use of County Funds.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also

reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **C.44 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

#### **C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

#### **C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 Prevailing Wage Laws**

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, 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 Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

**D. TERM OF CONTRACT**

The Contract is effective as of February 25, 2025 and expires February 24, 2027 but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Fifth District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

- a. In aggregate all extensions do not exceed twelve (12) calendar months;
- b. Are specifically requested by Contractor;
- c. Will not change the project goals or scope of Services;
- d. Are in the best interests of County and Contractor in performing the scope of Services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

**E. RESERVED.**

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this Contract shall not exceed \$1,520,000 and is subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Any costs in excess of the amount available in this section shall be the sole responsibility of Contractor. This condition however, does not preclude County from providing additional funding

at its sole discretion. For the purpose of this Contract, County shall disburse compensation and monitor the Contractor's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to Contractor shall be made in one lump sum. Upon review/approval by County, County shall make payment to Contractor within thirty (30) working days after receipt of Contractor's invoice or the resolution of any billing dispute. Contractor shall email County the Contractor's invoice requesting one lump sum payment. The invoice(s) shall reflect the Entity Payable To Name and Address, Invoice Date, Invoice Number, Project Name, Contract Number, County-Issued Purchase Order (if applicable), the text "Final Invoice", amount due, in a format acceptable to the County for Services performed under this Contract. Contractor shall email invoice to County Administrative Office-Finance and Administration (County Finance) and shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]" (i.e. BOS-SAN BERNARDINO COUNTY-EDUCATION PROGRAM — 25-NNN – PO 4100NNNNNN).

Contractor shall submit a final expenditure report documented with "audit ready" supportive evidence of each expenditure and proof of payment until all funds have been justified 60 days after project completion. Documentation shall be submitted electronically, and Contractor shall supply hard copies upon request by County. Supportive evidence shall include, but is not limited to, copy of County's approval email to Contractor, quotes, copy(ies) of purchase order, packing slips, **a copy** of the invoice submitted by Contractor requesting one lump sum payment from County, invoices paid by the Contractor for this project, proof of payment, etc., to County Finance. Email to County Finance shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]-SUPPORTIVE DOCUMENTS.

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for Services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation Services, including but not limited to, the Ontario International Airport.
- F.8** Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract.

- F.9** If the Contractor does not use the County funds provided under this Contract to pay appropriate costs associated with the scope of Services by the termination date of this Contract, the Contractor shall return the County funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County funds.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.**

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing Services on behalf of the Contractor and all risks to such persons under this contract.**

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under



the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** Construction contracts for projects over one million (\$1,000,000) and less than three million (\$3,000,000) require limits of not less than three million (\$3,000,000) in General Liability and Auto Liability coverage.

Construction contracts for projects over three million (\$3,000,000) and less than five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in General Liability and Auto Liability coverage.

Continuing Products/Completed Operations Liability Insurance with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million (\$1,000,000).

Subcontractor Insurance Requirements. The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations

with the basic requirements identified in Section G, including indemnification and the insurance specifications for all contracts, including waiver of subrogation rights, and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

Course of Construction/Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**H.2** All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

## **I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## **J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
CAO – Finance and Administration  
385 N. Arrowhead Ave., Fourth Floor  
San Bernardino, CA 92415  
Attn: BOS Finance Analyst

West Valley Water District  
855 W. Base Line, PO Box 920  
Rialto, CA 92377  
Attn: General Manager John Thiel  
Assistant General Manager Linda Jadeski

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. CONTRACT EXECUTION**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

WEST VALLEY WATER DISTRICT

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name John Thiel  
\_\_\_\_\_  
(Print or type name of person signing contract)

Title General Manager  
\_\_\_\_\_  
(Print or Type)

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

Address 855 W. Base Line, PO Box 920,  
\_\_\_\_\_  
Rialto, CA 92377  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Julie Surber, Principal Assistant County Counsel	► _____	► _____
Date _____	Date _____	Date _____

## ATTACHMENT A

### PREVAILING WAGE REQUIREMENTS

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract 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, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

**5. Payroll Records:**

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
  - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
  - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
  - iii. This project is subject to compliance monitoring and enforcement by the DIR.
  - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
    - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
    - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
  - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.



(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
  - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
  - (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:**

- a. Submit Contract Award Information (DAS-140):
  - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
  - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
  - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
  - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
  - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Contributions

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
- i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratios:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
- i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

- iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
  - b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.
- 5. Contractor's Compliance:**
- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



## STAFF REPORT

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** Fiscal Year 2024-25 Mid-Year Operating & Capital Budgets Review

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### **MEETING HISTORY:**

2/10/25 - Finance Committee

### **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:**

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

# Fiscal Year 2023-24 Mid-Year Operating Budget - Departmental Adjustment Summary

## No Fiscal Impact

GL	Operating Expenses	Additions	Reductions
<b>Water Quality Department- 5310</b>			
100-5310-500-5001	Salaries & Wages / Full Time		(20,000.00)
100-5310-500-5003	Salaries & Wages / Overtime	15,000.00	
100-5310-500-5004	Salaries & Wages / On Call	5,000.00	
<i>Clearing variance for Overtime and On Call.</i>			
<b>Water Treatment - FBR- 5350</b>			
100-5350-525-5315	Professional Services / Misc Studies	10,000.00	
100-5350-540-5602	Repair & Maintenance / Structures / Facility		(10,000.00)
100-5350-536-5473	Miscellaneous / Permits & Fees		(60.00)
100-5350-515-5202	Miscellaneous / Trans/Meals/Lodging	60.00	
<i>(1) Clearing variance for District only expense FBR.</i>			
<i>(2) Clear variance with Trans/Meals/Lodging.</i>			
<b>Water Treatment - Roemer/Arsenic- 5390</b>			
100-5410-500-5001	Salaries & Wages / Full Time		(75,000.00)
100-5410-500-5002	Salaries & Wages / Part Time Or Temporary	75,000.00	
<i>Clearing variance for Part Time Or Temporary salary expenses.</i>			
<b>Customer Service- 5510</b>			
100-5510-500-5001	Salaries & Wages / Full Time		(3,000.00)
100-5510-510-5103	Expenses / Workers Comp Ins	3,000.00	
<i>Clearing Workers Comp Ins expense.</i>			
<b>Administration- 5610</b>			
100-5610-500-5001	Salaries & Wages / Full Time		(106,200.00)
100-5610-500-5002	Salaries & Wages / Part Time or Temporary	105,000.00	
100-5610-500-5003	Salaries & Wages / Overtime	1,200.00	
100-5610-536-5452	Miscellaneous / Election Expense		(14,000.00)
100-5610-537-5505	Programs / Regional Programs	14,000.00	
<i>(1) Clearing salary related expenses.</i>			
<i>(2) Funds needed for engineering study.</i>			
<b>General Operations- 5615</b>			
100-5615-536-5413	Other Expenses / Furniture & Equipment		(3,000.00)
100-5615-536-5473	Miscellaneous / Permits & Fees	3,000.00	
100-5615-525-5313	Professional Services / Janitorial		(6,000.00)
100-5615-540-5617	Repair & Maintenance / Vehicle	6,000.00	
<i>(1) Permit and Fees were higher than expected transfer should be enough for fiscal year.</i>			
<i>(2) Vehicle Repair &amp; Maintenance expenses are higher than expected. Amount should be enough for fiscal year.</i>			
<b>Sub-Totals</b>		<b>237,260.00</b>	<b>(237,260.00)</b>

**Net Budgetary Impact**

**\$0.00**

# 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	Encumbrances	Actuals and 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	Encumbrances	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	Encumbrances	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/Telemetering	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 A-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	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Water Treatment - Perchlorate - 5320										
100-5320-525-5340	Professional Services / Other Consultants	-				-	0%			
100-5320-525-5315	Professional Services / Misc Studies	-					0%			
100-5320-550-5308	Professional Services / Alarm	-					0%			
100-5320-536-5475	Operating Supplies / Uniforms	-					0%			
100-5320-550-5652	Utility Services / Electric	300,000.00	148,927.44	-	148,927.44	151,072.56	50%			
100-5320-550-5654	Utility Services / Trash	-					0%			
100-5320-550-5653	Utility Services / Gas	-					0%			
100-5320-525-5313	Professional Services / Janitorial	-					0%			
100-5320-550-5650	Communication Services / Telephone	-					0%			
100-5320-540-5600	Other Miscellaneous / District Cost	-					0%			
100-5320-525-5314	Professional Services / Lab Tests	25,000.00	9,807.25	-	9,807.25	15,192.75	39%			
100-5320-525-5317	Professional Services / Sludge Disposal	-					0%			
100-5320-530-5401	Operating Supplies / Chemicals	30,000.00	5,992.33	4,007.67	10,000.00	20,000.00	33%			
100-5320-530-5404	Operating Supplies / Resin Exchange	300,000.00	-	-	-	300,000.00	0%			
100-5320-530-5400	Operating Supplies / Carbon Exchange						0%			
100-5320-540-5614	Repair & Maintenance / Structures / Facility	30,000.00	20,654.30	-	20,654.30	9,345.70	69%			
	Repair & Maintenance / Chlorination									
100-5320-540-5602	Equipment	-				-	0%			
100-5320-536-5473	Miscellaneous / Permits & Fees	-					0%			
100-5320-515-5202	Miscellaneous / Trans/Meals/Lodging	-					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	Encumbrances	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	350,000.00	68,007.88	18,076.91	86,084.79	263,915.21	25%	(10,000.00)	340,000.00	
	Repair & Maintenance / Chlorination									
100-5350-540-5602	Equipment	-	-	-	-	-	0%			
100-5350-528-5381	Equipment Rental	-								
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 PEPR-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	Encumbrances	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	290,000.00	134,836.83	92,940.07	227,776.90	62,223.10	79%			
	Repair & Maintenance / Chlorination									
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%				
	Outside Labor / Contractors / Remote Site									
100-5510-525-5305	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 PEPPRA-2nd Tier	33,400.00	13,167.43	-	13,167.43	20,232.57	39%			
100-5520-510-5107	PERS-Pension / Classic-Eppmc 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	240,000.00	141,155.53	17,056.10	158,211.63	81,788.37	66%			
100-5520-525-5319	Outside Labor/Contractors / Labor & Contractors	-								
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 A-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 PEPR A-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	Encumbrances	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	Encumbrances	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%			
	Professional Services / Telephone Answering									
100-5615-525-5318	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%			
	Repair & Maintenance / Communication									
100-5615-540-5603	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 PEPPRA-2nd Tier	23,600.00	10,335.82	-	10,335.82	13,264.18	44%			
100-5620-510-5107	PERS-Pension / Classic-Eppm 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-Eppm 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	Encumbrances	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 PEPPRA-2nd Tier	-	-	-	-	-	0%			
100-5640-510-5107	PERS-Pension / Classic-Eppm 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	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 PEPPRA-2nd Tier	27,500.00	14,903.49	-	14,903.49	12,596.51	54%			
100-5710-510-5107	PERS-Pension / Classic-Eppmc 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	448,500.00	98,056.72	278,813.90	376,870.62	71,629.38	84%			
100-5710-525-5319	Outside Labor / Contractors/Labor & 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										
	Taxes & Assessments / County Of San Bernardino	-	-	-	-	-	0%			
100-4030-420-4201	Couty Of Riverside - Assessments	-				-	-			
100-4030-420-4215	Redevelopment Passthrough (RPPTF)	1,300,000.00	-	-	-	1,300,000.00	0%			
100-4030-420-4202	Homeowners Exemption	13,000.00	-	-	-	13,000.00	0%			
100-4030-420-4208	Supplemental Secured	2,200,000.00	385,134.27	-	385,134.27	1,814,865.73	18%			
100-4030-420-4209	Supplemental Unsecured	89,000.00	91,510.59	-	91,510.59	(2,510.59)	103%			
100-4030-420-4206	Property Tax Secured	28.00	0.43	-	0.43	27.57	2%			
100-4030-420-4207	Property Tax Unsecured	2.00	0.37	-	0.37	1.63	19%			
100-4030-420-4204	Mobile Home Interest	28,000.00	8,629.50	-	8,629.50	19,370.50	31%			
100-4030-420-4210	Utility Secured	47,000.00	105.90	-	105.90	46,894.10	0%			
100-4030-420-4205	Prior Year Secured	-	-	-	-	-	0%			
100-4030-420-4450	County Tax Collection Fee	-	-	-	-	-	0%			
100-4030-420-4211	Penalty	-	-	-	-	-	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	Grant Revenue / Grant	1,484,757.00	-	-	-	1,484,757.00	0%			
100-4060-425-4251	Expense Reimbursements	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	Interest Income On Investments	4,200,000.00	841,083.65	-	841,083.65	3,358,916.35	20%			
100-4040-426-4301	Revenue / Unrealized Gain On Invest	-	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	Rental & Leasing of Property	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	Other Income / Settlement	-	-	-	-	-	0%			
100-4080-435-4454	Other Income / Misc (Contingent)	-	-	-	-	-	0%			
100-4080-435-4452	Recycling Materials Sold	30,000.00	1,018.34	-	1,018.34	28,981.66	3%			
100-4080-435-4451	Other Income / Employee Wellness Program	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	Gain-Asset Sale/Retirement	-	-	-	-	-	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	471,048.50	43%			
100-6200-610-6009	Long Term Debt / Interest Hydro Station	83,000.00	(44,236.52)	-	(44,236.52)	127,236.52	-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	604,900.02	34%			
Total Non-Operating Expenses		918,615.00	313,714.98		313,714.98	604,900.02	34%			
Non-Operating Surplus(Deficit)		8,586,172.00	2,396,384.99		2,396,384.99	6,189,787.01	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 Convenience 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

1/15/2025									
Project Number	Funding Source	CIP Project Description	Current Budget	Mid-Year Adjustments	Amended Budget	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

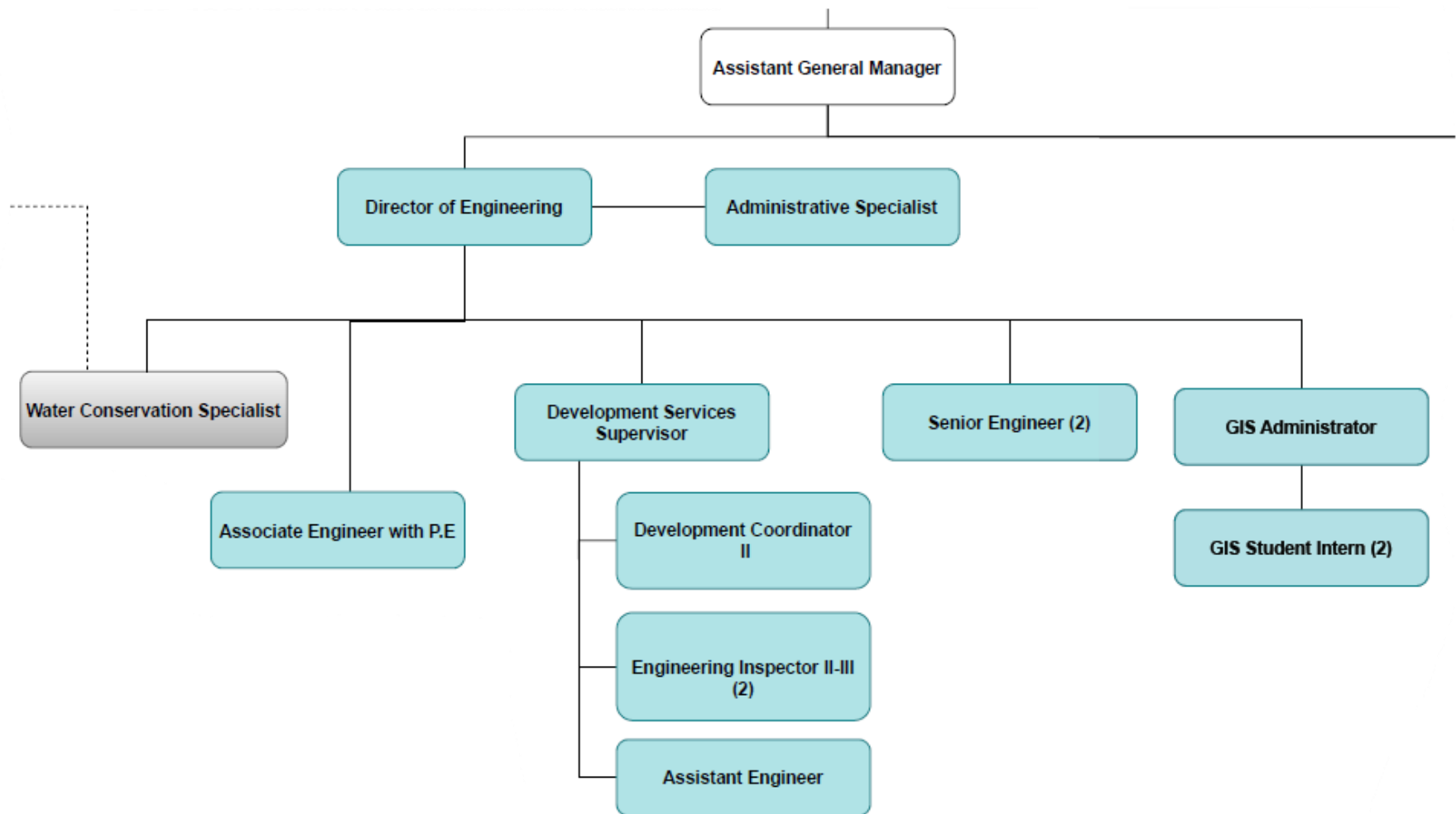
Project Number	Funding Source	CIP Project Description	1/15/2025						
			Current Budget	Mid-Year Adjustments	Amended Budget	YTD Activity & Encumb	Remaining Balance	% Activity	Status/Comments
W19041	SRF	OPR WFF - 7.2 mgd Treatment Plant Expansion	46,665,000	-	-	41,042,629	5,622,371	88%	Budget Remaining 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%	Transfer to W21007
W22009	CC	Construct new IEUA area well	1,650,000	(200,000)	-	365,900	1,284,100	22%	
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%	New amount reflects updated grant funding. Federal grant amount. Transfer from W19008. Total local share amount \$275k.
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%	
W22010	RR	Emergency Generators Zone 5 PS 5-2	125,000	150,000	-	2,201	272,799	1%	
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%	Transfer from two projects W24008, W22009, W19008, & W15008
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%	
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	1/15/2025					Remaining Balance	% Activity	Status/Comments
			Current Budget	Mid-Year Adjustments	Amended Budget	YTD Activity & Encumb				
		GRAND TOTAL	121,667,398	0	-	72,819,511		48,847,887	40.1%	
CONT		CONTINGENCY	378,223							
		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





# Strategic Plan Work Plan Update

Board of Director's Meeting

February 13, 2025



# STRATEGIC PLANNING PROCESS

- Vision Statement
- Mission Statement
- Core Values
- Strategic Goals and Objectives
- Work Plans



# VISION

*The West Valley Water District will be a model for innovation and sustainability, with a commitment to our growing communities and our employees.*

# MISSION

*The West Valley Water District provides our community with high-quality and reliable water service in a cost-effective and sustainable manner.*

# CORE VALUES

- **Innovation**
- **Regional Partner**
- **Preferred Workplace**
- **Public Trust and Integrity**
- **Sustainability**

# **STRATEGIC GOALS (8)**

- 1. Manage and Deliver a Safe, Reliable, and Sustainable Water Supply**
- 2. Be an Exemplary Employer**
- 3. Develop and Grow Effective Communication and Advocacy Practices**
- 4. Strengthen Partnerships with Outside Agencies**
- 5. Apply Sound Planning, Innovation, and Best Practices**
- 6. Demonstrate Effective Financial Stewardship**
- 7. Realize Health, Safety, and Regulatory Compliance**
- 8. Deliver Superior Customer Service**

# **STRATEGIC GOALS and OBJECTIVES (40)**

## **1. Manage and Deliver a Safe, Reliable, and Sustainable Water Supply**

- A. Increase System Capacity for Anticipated Growth**
- B. Assess, Repair, Replace, Upgrade Aging Infrastructure**
- C. Provide Effective Source Water Treatment**
- D. Fortify a Resilient Water Supply**
- E. Operational Continuity through Comprehensive Physical and Cyber Security**

# WORK PLAN GOALS (236)

## 1. Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

### A. Increase System Capacity for Anticipated Growth

1. Complete the design for Reservoir 8-3 project (E)
2. Complete the design for the Lord Ranch projects (E)
3. Complete the design for the Pump Station 7-2 projects (E)
4. Develop RFP and begin updating the Water System Master Plan (E)
5. Update CIP to include needed capacity projects (E)

**Organized by Strategic Goals and Objectives with lead department identified:**

**Engineering (E) Finance (F) Public Outreach and Government Affairs (P)**

**Administration (A) Human Resources (H) General Services (G) Operations (O)**

# WORK PLAN GOALS (236)

## 1. Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

### A. Increase System Capacity for Anticipated Growth

1. Complete the design for Reservoir 8-3 project (E)
2. Complete the design for the Lord Ranch projects (E)
3. Complete the design for the Pump Station 7-2 projects (E)
4. Develop RFP and begin updating the Water System Master Plan (E)
5. Update CIP to include needed capacity projects (E)

- Developed for progression in 6-month periods (Jan-June and July-Dec)
- Assessment and Revision at the end of each period / Report to Board
- Maintain ongoing Work Plan tracking spreadsheet

# WORK PLAN GOALS (32)

## 1. Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

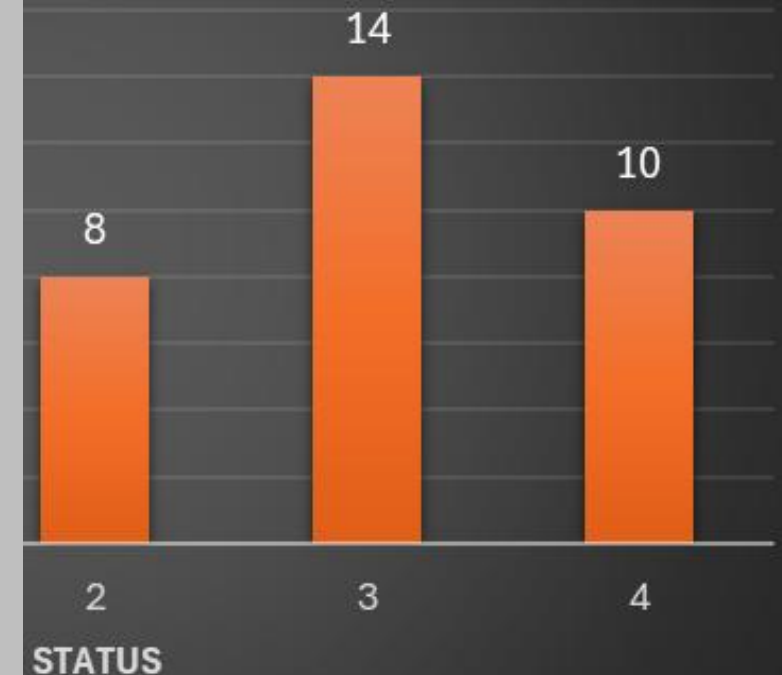
### Work Plans Status Strategic Goal 1

A4 – Started the Water System Master Plan Update

B7 – Developed Comprehensive Valve Exercising Program

D5 – Completed well maintenance activities on schedule

E6 – Completed all backflow inspections in compliance with new state regulations





# WORK PLAN GOALS (41)

## 2. Be an Exemplary Employer

A1 – Completed Class / Comp Study

A2 – Implemented Cross-training Programs

F1 – Initiated HQ Facility Master Plan

Work Plans Status  
Strategic Goal 2

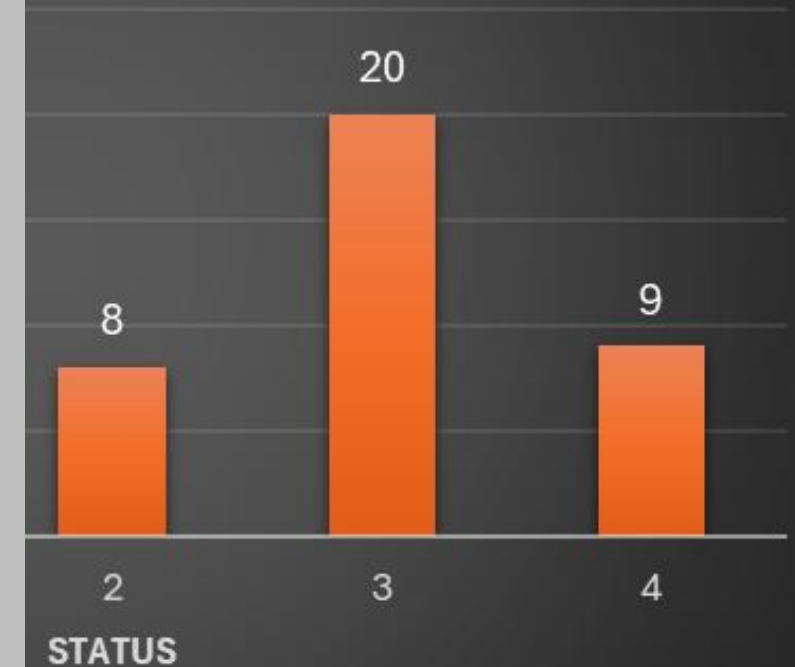


# WORK PLAN GOALS (38)

## 3. Develop and Grow Effective Communication and Advocacy Practices

Work Plans Status  
Strategic Goal 3

- A5 – Expanding Social Media Presence
- B4 – Increased participation in community events
- C2 – Preparing for Conservation regulations
- E2 – PR Consultant in support of Water Rate Study
- F1 – Legislative Platform and Advocacy Program



# WORK PLAN GOALS (21)

## 4. Strengthen Partnerships with Outside Agencies

Work Plans Status  
Strategic Goal 4

- A2 – Collaborating with a regional grants consortium
- B2 – Coordinating to develop the new IRWMP
- B3 – Partnership on BTAC
- B4 – Partnership on Perchlorate Task Force



# WORK PLAN GOALS (29)

## 5. Apply Sound Planning, Innovation, and Best Practices

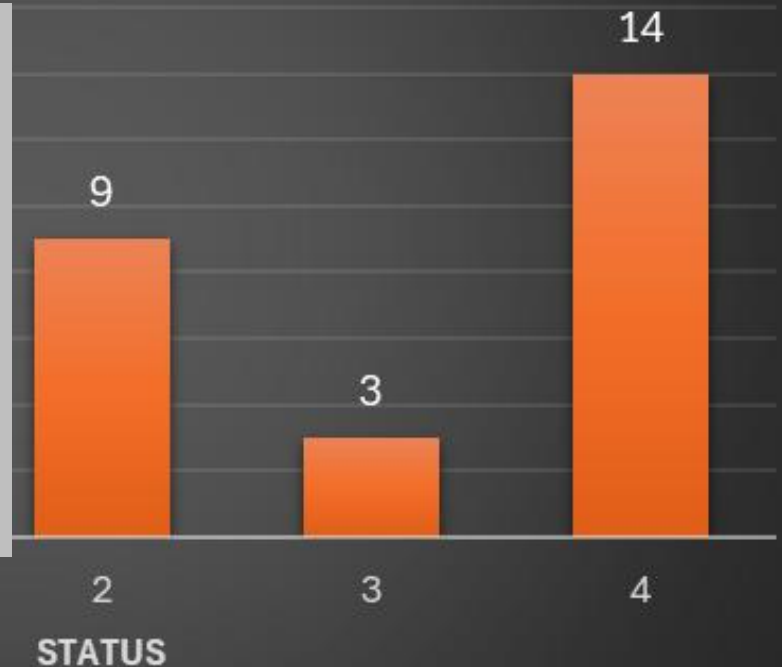
Work Plans Status  
Strategic Goal 5

A1 – Expand backup power capabilities

A4 – Implemented new Agenda Management System

C1 – Evaluating new water system technologies

E7 – Updated Board Policies and Procedures



# WORK PLAN GOALS (17)

## 6. Implement Effective Financial Stewardship

- A1 – Develop an effective Grants Program
- A2 – Submit AMI project grant application
- C2 – Initiate a Water Rate Study
- C5 – Update Developer Impact Fees

Work Plans Status  
Strategic Goal 6



# WORK PLAN GOALS (30)

## 7. Achieve Health, Safety, and Regulatory Compliance

Work Plans Status  
Strategic Goal 7

- A2 – Complete Water Loss Audit Report
- A11 – Compliance with state permits and all water quality regulations!!!
- D1 – Develop Water Conservation Analyst position
- E4 – Re-start coordination efforts with ERNIE



# WORK PLAN GOALS (25)

## 8. Deliver Superior Customer Service

A7 – Develop CS survey\*

A6 – Streamline new customer process\*

C7 – Effective response to PRAs

D6 – Effective internal / external  
communication / key messaging

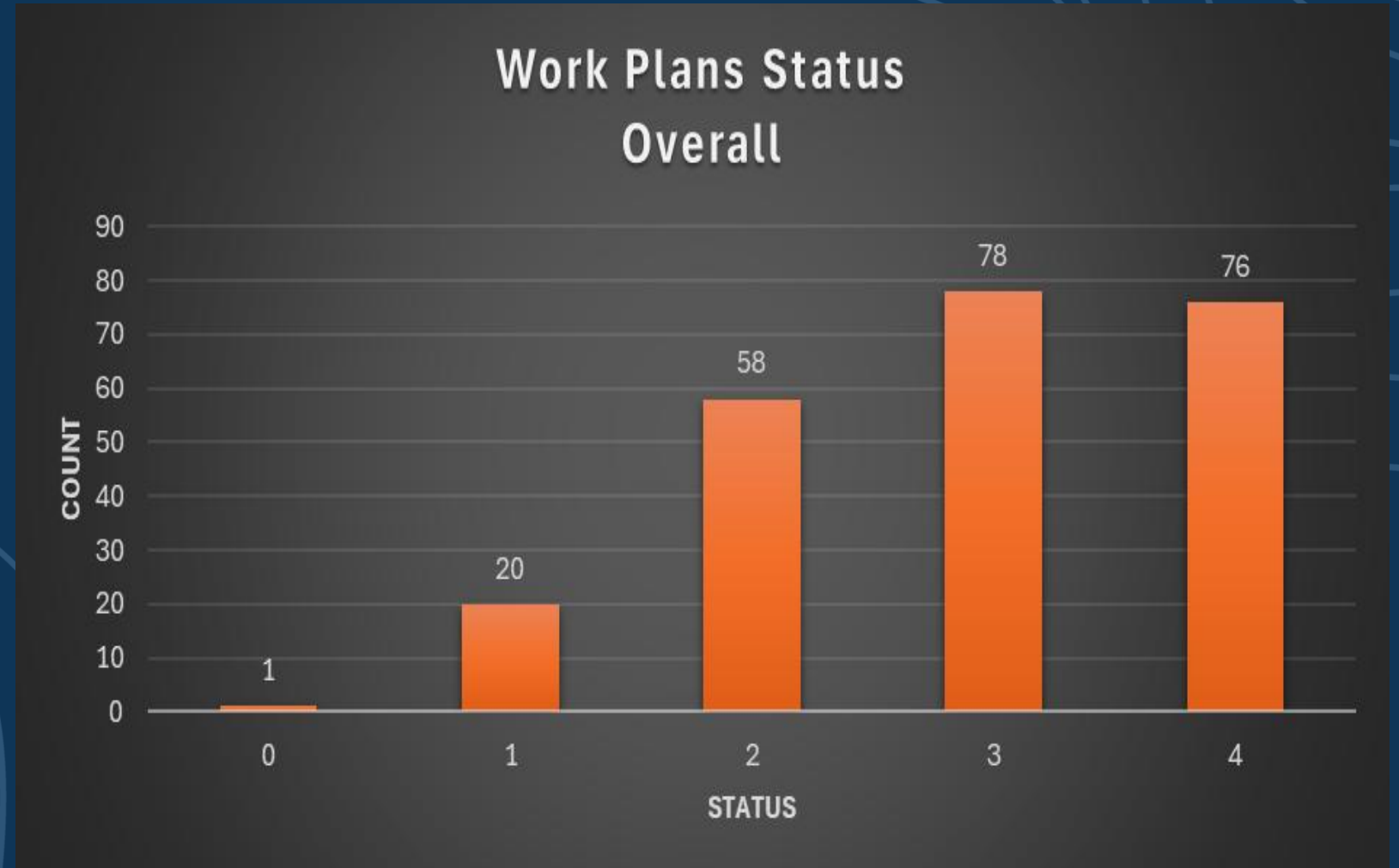
Work Plans Status  
Strategic Goal 8



# WORK PLAN GOALS (236)

## Overall Status

Status Reference Table	
0	Not Started
1	Some Progress
2	Good Progress
3	Excellent Progress
4	Complete/Nearly Complete





# STRATEGIC PLANNING PROCESS

- **Vision Statement**
- **Mission Statement**
- **Core Values (5)**
- **Strategic Goals (8) and Objectives (40)**
- **Work Plans (236)**
  - **Developed for 6-month Periods**
  - **Assessment each December and June**
  - **Report to Board each January and July**
  - **Revise / Update Work Plans**
  - **Continued Work Plan Achievement**



**Questions and Comments?**