



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

**REGULAR BOARD MEETING**  
**AGENDA**

**Revised 4/30/25 adding the employment contract  
attachment for Consent Calendar Item #3**

**Thursday, May 1, 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**

PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957(B)(1).

Title: Chief Financial Officer

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.

## **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**

1. Bloomington High School NJROTC Presentation
2. Claremont McKenna College - Data Science Capstone: Mainline Maintenance Prioritization Analysis by Brenna Bell, Ainslee Archibald, Stephanie Espinoza, and Justin Son

## **CONSENT CALENDAR**

1. April 17, 2025 Regular Board Meeting Minutes **Pg 5**
2. Change Order No. 8 with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project **Pg 10**
3. Approval of the Employment Agreement for Chief Financial Officer **Pg 41**
4. Approve Contract for Wrought Iron Fence Topper and Gates at Zone 6 Reservoir Complex **Pg 61**
5. Purchase Order Report - March 2025 **Pg 242**
6. Treasurer's Report - February 2025 **Pg 248**
7. Monthly Revenue and Expenditures Report - March 2025 **Pg 266**

8. Monthly Cash Disbursements Report - March 2025 **Pg 272**

9. Funds Transfer Report - March 2025 **Pg 297**

## **BUSINESS MATTERS**

1. Adopt Ordinance Titled - An Ordinance of the Board of Directors of the West Valley Water District Instituting a Cross-Connection Control Program to Protect the Public Water **Pg 301**

2. Discussion of CSDA Legislative Days and Options for Legislative Advocacy Meetings

## **REPORTS**

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

## **UPCOMING MEETINGS**

- May 5, 2025 Safety & Technology Committee Meeting at 5:00 p.m.
- May 6, 2025 – Executive Committee Meeting at 6:00 pm
- May 8, 2025 – Policy Committee Meeting at 6:00 pm
- May 12, 2025 – Finance Committee Meeting at 6:00 p.m.
- May 14, 2025 – Human Resources Committee Meeting at 6:00 pm
- May 15, 2025 - Regular Board Meeting at 6:00 p.m.
- May 19, 2025 – Special External Affairs Committee Meeting at 12:00 p.m.
- May 22, 2025 – Eng, Ops, and Planning Committee Meeting at 6:00 p.m.
- May 31, 2023 – Rate Study Workshop Meeting at 8:30 a.m.

## **UPCOMING COMMUNITY EVENTS**

- May 3, 2025 – Mother’s Day Succulent Workshop in Bloomington
- May 3, 2025 – Fontana’s Day Parade
- May 3 – 4 – SoCal STEAM Challenge
- May 17, 2025 – Walk for Warriors
- May 30, 2025 – Rialto Movies in the Park

## **UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES**

- May 13 – 15 ACWA Spring Conference
- May 20 – 21 CSDA Legislative Days

## **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 April 28, 2025.

*Elvia Dominguez*

Elvia Dominguez, Board Secretary

*Date Posted: April 30, 2025*



**REGULAR BOARD MEETING**  
**of the**  
**WEST VALLEY WATER DISTRICT**  
**April 17, 2025**

**OPENING CEREMONIES**

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

Attendee Name	Present	Absent	Arrived
Directors			
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arrived 6:09
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"/>	
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"/>	
Gustavo Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Albert Clinger	<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 –Pastor Townsend.

**ADOPT AGENDA**

A request was received to move the scholarship winner presentation to prior to closed session.

Motion to adopt the amended agenda moving the scholarship contest winners presentation to be heard prior to closed session.

WVWD

Minutes: 4/17/25

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Dan Jenkins
<b>SECONDER:</b>	Kelvin Moore
<b>AYES:</b>	Gregory Young, Estevan Bennett, Daniel Jenkins, Kelvin Moore
<b>ABSENT:</b>	Angela Garcia

## **PRESENTATIONS**

### 1. Scholarship Contest Winners (Heard prior to Closed Session)

Board congratulated the recipients and wished them success in their education. Scholarship recipients thanked the Board for the scholarship

## **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, therefore President Young closed the public comment period

The Board entered into closed session at 6:12 p.m.

### 1. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957(B) (1) Title: Chief Financial Officer

The Board adjourned the closed session at 6:38 p.m. to conduct the business portion of the meeting which commenced at 6:40 p.m. with all Board members present.

Report out of Closed Session

General Counsel Ferre reported that the Board discussed the closed session item and direction was given but no reportable action was taken.

## **PUBLIC PARTICIPATION**

President Young inquired if anyone from the public would like to speak on closed session items. San Bernardino Valley Water District Director Jose Velasquez spoke. No other requests were received to speak, therefore President Young closed the public comment period.

## **PRESENTATIONS**

### 2. Perchlorate Update Presentation

The presentation was given by Operations Director Chan.

WVWD

Minutes: 4/17/25

Discussion included when decommission of the FBR would occur; details of the EPA's Record of Decision (ROD); ion exchange treatment versus FBR treatment; and how treated water is reintroduced into the distribution system.

Board members thanked Director Chan for the presentation.

## **CONSENT CALENDAR**

Motion to approve Consent Calendar item #1.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelvin Moore
<b>SECONDER:</b>	Dan Jenkins
<b>AYES:</b>	Gregory Young Angela Garcia, Estevan Bennett, Daniel Jenkins, Kelvin Moore

1. April 3, 2025 Regular Board Meeting Minutes

## **BUSINESS MATTERS**

1. Well 2 Rehabilitation Budget Adjustment and Purchase Order

Presentation was given by Director of Operations Chan.

Motion to 1. Approve the budget adjustment and purchase order for the Well 2 rehabilitation project with General Pump in the amount not to exceed \$243,307.10 and; 2. Authorize the General Manager to execute all necessary documents.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Angela Garcia
<b>SECONDER:</b>	Kelvin Moore
<b>AYES:</b>	Gregory Young Angela Garcia, Estevan Bennett, Daniel Jenkins, Kelvin Moore

## **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**

Director Garcia gave a Finance Committee update.

Director Moore gave a Human Resources Committee update.

### **2. Board Members**

Director Garcia commented on her attendance at the Fontana Special Needs Resources Event.

WVWD

Minutes: 4/17/25

Director Bennett spoke on his attendance at the CMUA conference and San Bernardino Valley Water District 2-day Summit.

Director Moore reported on his attendance at the CMUA conference; the Never Stop Grinding event; the San Bernardino Valley Water District Board Meeting, and San Bernardino City Council Meeting.

Vice President Jenkins reported on his attendance at the Fontana Special Needs Event in Fontana.

President Young reported on his and Director Moore's attendance at Assemblymember Garcia's Town Hall, and requested to adjourn the meeting in honor of his cousin, Sean Brendan, who recently passed away.

### **3. General Manager**

General Manager Thiel provided an update on recruitment; reported on his attendance at the Summit Groundbreaking Ceremony; gave an update on the Fontana Hydrant project being funded by County Supervisor Armendariz who will be making a project visit on May 6, 2025; gave a Bloomington Phase 3 project update which is funded by Supervisor Baca Jr.; gave a top priority update; and announced a new BBK Attorney to assist with HR matters.

### **4. Legal Counsel**

Counsel Ferre announced BBK's attorneys Phil Koehler and Kieran Hartley, who will be assisting with labor and employment matters and litigation matters for the District.

### **5. Government & Legislative Affairs**

Manager of Public Outreach and Government Affairs Pantaleon and Senior Public Outreach and Government Affairs Representative Hartley gave a legislative, community partnership, and a community outreach update, announced an award received from CAPIO for the Mascot; announced CSDA Legislative Days; a possible tour with Senator Adam Schiff's Southern California Representative; and provided possible budget workshop dates.

### **6. Board Secretary**

Board Secretary Dominguez provided an update on upcoming Board meetings and events.

## **ADJOURN**

President Young adjourned the meeting at 7:38 p.m.

**ATTEST:**

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**Elvia Dominguez, Board Secretary**

WVWD

Minutes: 4/17/25





## STAFF REPORT

**DATE:** May 1, 2025  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** Change Order No. 8 with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

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### **STRATEGIC GOAL:**

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

### **MEETING HISTORY:**

04/24/25 Engineering, Operations and Planning Committee

### **BACKGROUND:**

On 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 7 change orders to address project needs.

### **DISCUSSION:**

Attached as Exhibit A is Change Order No. 8 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 is a credit from a previously approved change order item that was executed on a time and materials basis and did not incur the proposed approved cost. A brief description of the recommended changes included in the change order is provided below:

1. Unforeseen Services: Two unforeseen site conditions were encountered since the last change order, including; 1) Excess concrete removal of a filter building 1 footing, and , 2) Additional time and materials from the landscape subcontractor to reroute irrigation lines around an existing duct bank along Riverside Avenue interfering with the landscape and irrigation systems.
2. Minor Improvements: Various upgrades and modifications have been identified as the Operations Building and Filter Building 2 are being finalized; 1) Double containment pipe to contain a pressurized water pipe routed over electrical and information technology equipment, and 2) labor to install filter building 2 analyzer instruments in stainless steel panels to protect them from the elements, prolong the analyzer expected useful life and improve future maintenance activities.
3. Converse Allowance: The original construction contract and change order adjustments included an allowance of \$280,000 for soils, materials testing, and specialty inspections for the project. This allowance has been fully leveraged due the ongoing construction activities for the last 24-months; therefore, it is estimated that an additional \$55,000 (\$31,064 has already been incurred and \$23,936 is reserved to complete the project, if needed).
4. Credits: Following approval of sewer replacement activities authorized in Change Order 7, the project team proposed an alternative rehabilitation approach which included the installation of a polymer liner instead of the original proposal of a complete replacement. In-situ rehabilitation techniques are generally less expensive than pipeline replacements because they can be installed relatively quickly and do not require heavy equipment to dig and lay the pipe material. The savings of the completed activities was \$18,683.60 which is being credited back to the District.

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. 8 is \$71,828.59 the described credits are \$18,683.60 for a net cost increase of \$53,144.99. The net cost for this change order is covered through the existing construction contingency which will leave \$1,750,840 available for any future change orders, if needed. This change order will increase the contract amount to \$60,366,030.98 (see table below).

#### **CHANGE TO CONTRACT AMOUNT**

Original Contract Amount	\$59,116,871.00
Change Orders #1-#7 (Net Amount)	\$1,196,014.98
New Contract Amount	\$60,312,885.98
Change Order #8 (Net including credits)	\$53,114.99
<b>New Contract Amount</b>	<b>\$60,366,030.97</b>

#### **CONTINGENCY AMOUNT**

Original Contingency Amount	\$3,000,000.00
Change Order #1-#8	\$1,249,129.97
Remaining Contingency	\$1,750,870.03



**REQUESTED ACTION:**

1. Approve Change Order No. 8 with PCL Construction, Inc. in the amount of \$53,144.99 for the Oliver P. Roemer WFF Upgrade and Expansion Project and;
2. Authorize the General Manager to execute all necessary documents.

**Attachments**

[Exhibit A - Change Order 8.pdf](#)

## WEST VALLEY WATER DISTRICT

### CHANGE ORDER

Order No. 8

Date 4/14/2025

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	Unforeseen Conditions	\$6,966.28	-	-
2	Minor Improvements	\$9,862.31	-	-
3	Allowance	\$55,000.00	-	-
4	Credits		-\$18,683.60	
	<b>TOTALS</b>	<b>\$71,828.59</b>	-	-
TOTALS FOR CHANGE ORDER NO. 8		<b>\$53,144.99</b>		0

### DISCUSSION

Attached as Exhibit A is Change Order No. 8 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 allowances for material testing which are passed on without mark up, and credits from value engineering by PCL. A brief description of the recommended changes included in the change order is provided below:

1. Unforeseen Conditions: Two unforeseen site conditions were encountered since the last change order including; 1) Concrete Excess Pour at Filter Building 1, 2) An additional T&M from Marina for the overpoured duct bank along Riverside Ave interfering with the landscape.
2. Minor Improvements: Various upgrades and modifications have been identified as the Operations Building and Filter Building 2 are being finalized; 1) Double Containment Pipe that although is not a design requirements is recommended for protection of electrical equipment in the Operations Electrical Room, 2) Labor to install analyzer instruments in stainless steel custom panels at the filters.

3. Allowance: Material testing for this project are a straight pass through cost without markup. PCL obtained a discount for the remainder of the work left to do this year. This should be the final amount of allowance allocation needed to complete the project. Any unused funds will return to the District.

4. Credits: Sewer replacement work was authorized in change order 7 however not all the fund were used since value engineering took place during the construction. The sewer line was proposed to be fully replaced and after sewer line assessment by PCL it was determined that the scope could be reduced from total to partial replacement along with CIPP lining. The entire line was still rehabilitated. This line item is a result of shared cost savings.

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>\$ 60,312,885.98</u>
Contract Price due to this Change Order shall be <b>increased</b>	<u>\$53,144.99</u>
New Contract Price including this Change Order	<u>\$ 60,366,030.97</u>

#### **CHANGE TO CONTRACT TIME**

Contract Time will be	<u>No time impacts</u> (Calendar Days)
Date for Completion of all Work	<u>05/31/2025</u> (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)

4/15/2025  
Date

Paul Hermann

Recommended By  
(Project Manager)



(Print Name)

Rocky Welborn

Date

4/16/2025

Recommended By  
(Director of Engineering)

(Print Name)

John Thiel

Date

Recommended By  
(General Manager)

(Print Name)

Date

Accepted By (Owner)

(Print Name)

Date



**Exhibit A**  
**For Item #1**



**CONSTRUCTION**

April 8, 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: FB1 Footing Overpour Conflict with MCC-H Duct Bank Routing - 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 FB1 Footing Overpour Conflict with MCC-H Duct Bank Routing as communicated with WVWD/GHD.

The upon excavating for MCC-H duct bank along the footing of existing Filter Building 1, PCL encountered an unforeseen condition of an overpoured footing which would be in conflict with the new duct bank for MCC-H. Moreover, there as also demo of items that were not included in the original and latest scope of work in order to install MCC-H conduit routing.

Below is a summary of the associated pricing:

- A. Breakdown of Pricing:
  - a. **PCL:** Demo of excess poured footing along Filter Building 1, and demo of eyewash station and electrical panel that is no longer in use.

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)

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 085

PCO # TBD  
DATE: 4/8/25  
ESTIMATOR:

DESCRIPTION:

FB1 Footing Overpour Conflict with MCC-H Duct Bank Routing

**DIRECT ESTIMATE**

LABOR		\$	3,190.24
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>3,190.24</b>

**DIRECT MARKUP**

LABOR	25%	\$	797.56
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>797.56</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>3,987.80</b>
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**TOTAL ACTUAL WORK \$ 3,987.80**

**GRAND TOTAL THIS CHANGE \$ 3,987.80**

0      0                      0                      0

**04/08/25**

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
					MANHOURS		AMOUNT		SUPPLIED MATERIALS				
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
Labor													
T&M for 2/20/25	1.0	LS						\$ 1,222.40					\$ 1,222.40
T&M for 2/21/25	1.0	LS						\$ 1,967.84					\$ 1,967.84
EQUIPMENT													
Vendor Materials													
Subcontractor													
Materials													
				\$ -		0.00		\$ 3,190.24		\$ -		\$ -	\$ 3,190.24
MARKUPS													
EQUIPMENT	20%			\$ -									
OTHER ITEMS	5%												
LABOR	25%							\$ 797.56					
MATERIALS	15%								\$ -				
SUBCONTRACTS	5%										\$ -		
SUBTOTALS WITH MARKUP				\$ -				\$ 3,987.80	\$ -		\$ -		\$ 3,987.80
Notes:													









**CONSTRUCTION**

April 9, 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 (CRX #69 missing T&M ticket) – Request for Change**

Mr. Hermann and Mr. Rocky,

It has come to our attention that a Time and Material (T&M) cost from the subcontractor was missed in the original CRX (#69) that was submitted on January 16, 2025.

Please accept the attached package as a Change Request, addressing the cost impacts associated with unforeseen conditions encountered during the work on N Riverside Ave (Flatwork & Landscaping). During the excavation process, PCL & Marina identified several unforeseen encasements such as slurry encasements, concrete treated base, and multiple 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

**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**

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):

**1. Additional Efforts performed by Marina Landscape, Inc:**

T&M ticket was missed on CRX #69—please see the attached T&M tickets for reference.

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)

PROJECT: Oliver P. Roemer WFF 2021 Expansion

CRX # TBD

PCO # TBD  
DATE: 4/8/25  
ESTIMATOR:

DESCRIPTION:

Unforeseen Conditions at N Riverside Ave missing T&M

**DIRECT ESTIMATE**

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	2,836.65
<b>SUBTOTAL</b>		<b>\$</b>	<b>2,836.65</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	141.83
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>141.83</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>		<b>\$</b>	<b>2,978.48</b>
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**TOTAL ADDITIONAL WORK \$ 2,978.48**

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL	
					MANHOURS		AMOUNT		SUPPLIED MATERIALS					
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL		
Labor		HRS												
		HRS												
		HRS												
		HRS												
		HRS												
EQUIPMENT														
Vendor Materials														
													\$ -	
Subcontractor														
Marina Landscape COR#104	1.0	LS										\$2,836.65	\$2,836.65	
Mater														
				\$ -						\$ -		\$ 2,836.65	\$ 2,836.65	
MARKUPS														
EQUIPMENT	20%			\$ -										
OTHER ITEMS	5%													
LABOR	25%											\$ -		
MATERIALS	15%											\$ -		
SUBCONTRACTS	5%												\$ 141.83	
SUBTOTALS WITH MARKUP				\$ -			\$ -		\$ -		\$ 2,978.48	\$ 2,978.48		
Notes:														



**Exhibit A**  
**For Item #2**



**CONSTRUCTION**

January 23, 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: PLC/Server Room Double Containment Piping System– 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 PLC/Server Room Double Containment Pipe System. This request follows our verbal discussions, 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 Stantec regarding the 1-1/2" copper water line located above the server inside the Server/PLC Room. WVWD and GHD expressed concerns about any potential risk of the copper line leaking in the future, which could result in water dripping onto the server cabinet. In collaboration with Stantec, Stantec reviewed these concerns and researched applicable building codes. The findings confirmed that no building code explicitly prohibits water piping from running above a server cabinet, nor is there a requirement for additional protection for piping located above this type of electrical equipment. Building codes generally permit pipes within ceiling spaces. After extensive discussions between Stantec, GHD, WVWD, and PCL, the recommended solution of implementing a double containment system, as proposed by Stantec, was determined to be the most suitable and acceptable approach to address the identified concerns. Ultimately the entire run of the 1-1/2" domestic cold water (DCW) copper line (CU01), running both north-south and east-west, will be fitted with a double containment piping system routing outside of the PLC/Server Room.

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. PCL Construction, Inc.: Proper Installation of double containment system around the 1-1/2" DCW copper pipe running inside the operations building PLC/Server room.**

**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**

**2. Ryan Herco: Furnishing of double containment piping and necessary components/equipment needed for proper installation of system.**

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)



# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 072

PCO # TBD  
DATE: 1/23/25  
ESTIMATOR:

DESCRIPTION:

Installation of PLC Room Double Containment Piping System

**DIRECT ESTIMATE**

LABOR		\$	1,459.68
EQUIPMENT		\$	1,572.64
MATERIALS		\$	1,645.45
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>4,677.77</b>

**DIRECT MARKUP**

LABOR	25%	\$	364.92
EQUIPMENT	20%	\$	314.53
MATERIALS	15%	\$	246.82
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>926.27</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>5,604.04</b>
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**TOTAL ADDITIONAL WORK \$ 5,604.04**

**GRAND TOTAL THIS CHANGE \$ 5,604.04**





**CONSTRUCTION**

April 9, 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: Analyzer panels install in FB2**

Mr. Hermann and Mr. Rocky,

Please accept the attached package as a Change Request to reinstall the turbidity analyzers in the District-provided enclosures inside Filter Building 2. This change order captures all costs required including labor and equipment to install 3 enclosures that were provided by the District and 3 turbidimeters inside these enclosures.

- PCL field labor to install 3 turbidimeters inside the enclosures in FB2.
- ½ ton pickup truck.

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)

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO #      TBD  
DATE:      4/9/25  
ESTIMATOR:      HP

DESCRIPTION:

Analyzer panels in FB2

**DIRECT ESTIMATE**

LABOR		\$	3,121.00
EQUIPMENT		\$	297.52
MATERIALS		\$	-
SUBCONTRACTOR		\$	-
<b>SUBTOTAL</b>		<b>\$</b>	<b>3,418.52</b>

**DIRECT MARKUP**

LABOR	25%	\$	780.25
EQUIPMENT	20%	\$	59.50
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	-
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>839.75</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>		<b>\$</b>	<b>4,258.27</b>
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**TOTAL ADDITIONAL WORK \$ 4,258.27**

**GRAND TOTAL THIS CHANGE \$ 4,258.27**

## Analyzer panels in FB2

DATE 04/09/25

[illegible]



**Exhibit A**  
**For Item #3**



**CONSTRUCTION**

April 10, 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: Allowance for Material Testing – 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, regarding the allowance allocation for material testing on this project, which typically have included, soils, concrete, and welding inspections.

The last change requests did not capture all of the budget for the remaining materials testing for this project. This Change Request to increase the allowance should capture the remainder of the costs for material testing on this project. This includes both past invoices and invoice amounts projected to the end of the project. After discussions with the vendor we also obtained a 3% discount for all invoice amounts in the year 2025, resulting in savings for the District.

Feel free to reach out with any questions.

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)

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

CRX # 085

PCO # TBD  
DATE: 4/10/25  
ESTIMATOR:

DESCRIPTION:

Material Testing Allowance 2025

**DIRECT ESTIMATE**

LABOR	\$	-
EQUIPMENT	\$	-
MATERIALS	\$	-
SUBCONTRACTOR	\$	48,063.82
<b>SUBTOTAL</b>	<b>\$</b>	<b>48,063.82</b>

**DIRECT MARKUP**

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%		
<b>SUBTOTAL MARKUP</b>			

MARK UP NOT APPLICABLE

**SUBTOTAL WITH DIRECT MARKUP** \$ 48,063.82

**TOTAL ACTUAL WORK \$ 48,063.82**

**GRAND TOTAL THIS CHANGE \$ 48,063.82**



	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL	
					MANHOURS		AMOUNT		SUPPLIED MATERIALS		SUBCONTRACTOR			
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL		
Labor	1.0	LS												
	1.0	LS												
EQUIPMENT														
Vendor Materials														
Subcontractor														
Converse Invoice 22-81136-30-18 Remainder												\$ 2,600.88		
Converse Invoice 22-81163-30-19												\$ 11,601.86		
Converse Invoice 22-81163-30-21												\$ 6,939.08		
Converse to date amount												\$ 9,922.00		
Converse projection												\$ 12,000.00		
Branco projection for welding												\$ 5,000.00		
Materials														
				\$ -		0.00		\$ -		\$ -		\$ 48,063.82	\$ -	
MARKUPS														
EQUIPMENT	20%			\$ -										
OTHER ITEMS	5%													
LABOR	25%						\$ -							
MATERIALS	15%								\$ -					
SUBCONTRACTS	5%													
SUBTOTALS WITH MARKUP (NO MARKUP APPLICABLE)				\$ -				\$ -		\$ -		\$ 48,063.82	\$ 48,063.82	
Notes:														



**Exhibit A**  
**For Item #4**



CONSTRUCTION

April 8, 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: Cost Savings for 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.

In Change Order 8, the District directed PCL to fully replace the existing sewer line that was going to be tied into which was assessed and determined to be in poor condition after investigation. In lieu of full replacement, PCL proposed to replace sections that were fully deteriorated and to CIPP line the remaining sections. To compensate PCL for taking on the risk and the efforts to develop this more cost-effective solution and self-perform a portion of the work instead of utilizing a more expensive subcontractor, PCL is sharing half of the savings.

Below is a summary of the associated pricing:

A. Breakdown of Pricing:

- a. **Pan-Pacific Mechanical (PPM):** Initially provided pricing for the excavation, demolition and replacement of the existing pipe 6-inch SDR 35 pipe. The ended up only providing the demolition and replacement of all but 30' of the sewer line and used a subcontractor to perform Cured In Place Pipe (CIPP) for the remaining 30' to the manhole.
- b. **PCL:** PCL self-performed the work for the excavation, backfill and compaction of the subcontract work that PPM was proposed to perform.

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)

# CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion  
CRX # 08X

PCO # TBD  
DATE: 4/8/25  
ESTIMATOR:

DESCRIPTION:

Replacement of existing 6" sewer line

**DIRECT ESTIMATE**

LABOR	\$	4,867.20
EQUIPMENT	\$	1,086.48
MATERIALS	\$	-
SUBCONTRACTOR	\$	35,322.11
<b>SUBTOTAL</b>	<b>\$</b>	<b>41,275.79</b>

**DIRECT MARKUP**

LABOR	25%	\$	1,216.80
EQUIPMENT	20%	\$	217.30
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	1,766.11
<b>SUBTOTAL MARKUP</b>		<b>\$</b>	<b>3,200.20</b>
<b>Value Engineering</b>		<b>\$</b>	<b>12,000</b>

<b>SUBTOTAL WITH DIRECT MARKUP</b>	<b>\$</b>	<b>44,475.99</b>
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<b>TOTAL ACTUAL WORK</b>	<b>\$</b>	<b>44,475.99</b>
<b>PREVIOUSLY APPROVED CHANGE ORDER</b>	<b>\$</b>	<b>81,843.20</b>
<b>TOTAL COST SAVINGS TO BOTH PCL/DISTRICT</b>	<b>\$</b>	<b>37,367.21</b>
<b>SHARED COST SAVINGS</b>	<b>\$</b>	<b>18,683.60</b>

**GRAND TOTAL THIS CHANGE \$ (18,683.60)**





## STAFF REPORT

**DATE:** May 1, 2025  
**TO:** Board of Directors  
**FROM:** Haydee Sainz, Human Resources & Risk Manager  
**SUBJECT:** Approval of the Employment Agreement for Chief Financial Officer

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### **MEETING HISTORY:**

Closed Session 4/17/25

### **BACKGROUND:**

The District recently advertised for the position of Chief Financial Officer, held multiple panel interviews with 8 different candidates, and ultimately selected Jose Velasquez for the position. Mr. Velasquez has reached an agreement with the District for employment in the at-will position of Chief Financial Officer. Staff discussed this matter in Closed Session with the Board of Directors on April 17, 2025. Staff is presenting the employment agreement for review and approval (Attachment A). Said agreement is to be executed by Mr. Velasquez and Mr. Thiel under his authority as the General Manager.

### **DISCUSSION**

The Chief Financial Officer Agreement provides, among other things, for the following: 1. The District has offered, and Mr. Velasquez ("Employee") has accepted, the position of Chief Financial Officer. 2. The Employee will be serving at the will and pleasure of the General Manager. 3. The General Manager will evaluate the performance of the Employee and shall consider future adjustments to the Employee's annual salary. The Chief Financial Officer does not report to the Board of Directors and the Board does not conduct a performance evaluation of the individual in that position. However, the Board reviews and ratifies such agreements in order to stay updated on the terms of employment of senior staff and the selection process.

### **FISCAL IMPACT:**

The position of Chief Financial Officer is budgeted and as a result, will not have an adverse impact on the budget or fiscal position of the District.

### **REQUESTED ACTION:**

Review and ratify the employment of Jose Velasquez as the Chief Financial Officer pursuant to the Employment Agreement enclosed in the Staff Report.

**ATTACHMENTS:**

Chief Financial Officer Agreement (will be made available prior to the Board meeting)

**Attachments**

[Attachment A CFO agreement 5.1.2025.pdf](#)

**CHIEF FINANCIAL OFFICER EMPLOYMENT AGREEMENT  
BETWEEN  
WEST VALLEY WATER DISTRICT  
AND  
JOSE A. VELASQUEZ**

This CHIEF FINANCIAL OFFICER EMPLOYMENT AGREEMENT ("Agreement") is entered into this 1<sup>st</sup> day of May 2025, and is made by and between the WEST VALLEY WATER DISTRICT (the "District"), a public agency in the State of California, and JOSE A. VELASQUEZ, an individual ("Employee").

**RECITALS**

WHEREAS, the District is a county water district organized and operating pursuant to law found in Water Code Section 30000, *et seq.*; and

WHEREAS, the District desires to engage the services of an individual to serve in the position of Chief Financial Officer; and

WHEREAS, Employee desires to accept employment in the position of Chief Financial Officer of the District; and

WHEREAS, Employee represents and warrants that he has the skill and ability to serve in the position of Chief Financial Officer and wishes to accept such employment on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, District and Employee hereby agree as follows:

**AGREEMENT**

1. EMPLOYMENT.

A. District hereby offers and the Employee hereby accepts the position of Chief Financial Officer. Employee shall perform the duties and responsibilities of that position as specified in Exhibit A to this Agreement and as otherwise imposed by law or industry standards, as well as such legally permissible further duties and functions as shall, from time to time, be assigned by the General Manager of the District. He shall do and perform all other services and acts necessary or advisable to manage and conduct the business of the District and as directed by the District's General Manager.

B. Employee shall devote such time, interest, and effort to the performance of his duties and to District business affairs. Employee shall report to the General Manager and District's offices for work under the District's work schedules and at other times as may be necessary to discharge his/her duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Employee agrees that he will report to



work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.

## 2. TERM AND RENEWAL.

A. This Agreement shall be effective as of May 12, 2025 (the "Effective Date"). Employee recognizes and agrees that his services in this position shall be at-will and will terminate in accordance with Section 3 of the Agreement.

## 3. TERMINATION AND SEVERANCE.

A. Employment At-Will. It is expressly understood that Employee, in his capacity as Chief Financial Officer, is an employee serving "at will," subject to the termination provisions pursuant to the terms of this Agreement. Employee agrees to observe and comply with the rules and regulations of the District as adopted by the Board of Directors respecting performance of his duties and to carry out and perform orders, directives, and policies of the District as they may be, from time to time, stated to him orally or in writing.

B. Termination for Cause. Employee may be removed for Cause. Cause for purposes of this Agreement shall only mean the following:

1. Acts in bad faith or gross misconduct to the detriment of the District or to the Employee's reputation;
2. Refusal or failure to act in accordance with any legal requirement or specific direction or order of the General Manager;
3. Unsatisfactory performance (as documented, in writing, with specificity, through an evaluation process. Any allegation of unsatisfactory performance shall include a written description of the alleged performance deficiency as well as an opportunity for Employee to correct such alleged deficiency within a reasonable time period, as determined by the General Manager, which time period shall not be less than three months unless the General Manager determines that there is an urgent need for correction, in which case a shorter time period shall be provided, misconduct, dishonesty, habitual neglect, or incompetence;
4. Involvement in crime involving dishonesty, breach of trust, or public conduct reflecting negatively on the District (no pending criminal prosecution need be in effect for termination due to fraud, embezzlement or public conduct reflecting on the District; rather the General Manager must only have a good faith belief based on a good faith investigation);
5. Recklessly creating physical or emotional harm to any person;
6. Willful and material violation of District's "Personnel Policies and Practices;"

7. Willful damage to District property;
8. Willful violation of conflict of interest;
9. Acts of dishonesty;
10. Insubordination;
11. Misappropriation, embezzlement, intentional fraud;
12. Dereliction of duty, and any similar misconduct; or
13. Breach of any material term of this Agreement.

Upon termination for cause, Employee shall not be entitled to any severance payment. Employee shall only be entitled to receive all compensation due and owing for time worked to date of termination including any accrued but unused time off as required by law.

C. Termination Without Cause. Employee serves at the will and pleasure of the General Manager. In the event the General Manager terminates Employee's employment without cause, Employee shall be entitled to a severance payment equal to six (6) months of his yearly salary at the rate in effect at the time of termination, as long as Employee executes a full release and written waiver of all claims against the District including, but not limited to, a Civil Code section 1542 release. No benefits of any kind are to be included in any severance calculation. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement, or permanent disability of Employee.

1. In exchange for the severance pay set forth in subsection (3)(C) above, Employee expressly waives any right he may have under any applicable law, District policy or otherwise to challenge or appeal his termination.

2. The District shall be relieved of any obligation to pay severance if Employee fails to execute a waiver as described above or if Employee is terminated for cause as defined in subsection (3)(B) in carrying out the duties obligated under this Agreement or if Employee is convicted of any illegal act involving moral turpitude or personal gain.

D. Termination by Employee. Employee may terminate this Agreement upon written notice to the General Manager and one-month prior notice, unless the parties otherwise agree. The District shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the District pays the Employee all compensation due and owing through the last day actually worked. . Thereafter, all the District's obligations under this Agreement shall cease.

#### 4. COMPENSATION AND REIMBURSEMENT.

A. Salary. The District shall compensate Employee for services rendered pursuant to this Agreement at an annual amount equal to **TWO HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED AND ELEVEN AND 00/100 (\$252,311.00)** ("Compensation"), payable in

installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Employee hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future.

B. Performance Evaluations. In or about May of each year, or as soon as practicable, the General Manager shall evaluate the performance of Employee and other relevant factors and shall consider making adjustments to Employee's annual salary as the General Manager may deem appropriate in his sole discretion. The General Manager shall meet with Employee regarding such evaluation and determination therein. It is understood that the District makes no commitment to revise Employee's salary at any time. If the General Manager does provide a salary increase, any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. Any adjustments must be made in light of Employee's performance.

C. As an exempt managerial employee, under no circumstances will Employee be entitled to any overtime pay, regardless of the numbers of hours he may work in any work week.

D. Employee shall be eligible to receive cost of living adjustments ("COLA") conferred by resolutions, adopted by the District's Board of Directors, that are applicable to any District employee not represented by a collective bargaining unit. Employee's entitlement to a COLA shall be governed by such resolutions adopted by the District's Board of Directors, and this paragraph will not be construed to confer any right for Employee to receive a COLA except by virtue of resolutions adopted by the District's Board of Directors.

## 5. BENEFITS.

In addition to the compensation and reimbursement set forth in Section 4, the Employee shall be entitled to the following benefits:

A. Vacation. Employee shall accrue vacation in the same manner as all other District employees consistent with the District's Personnel Policies and Practices, except that Employee shall immediately begin accruing vacation at the rate of 7.69 hours per pay period for the duration of the Agreement.

B. Job-Related Expense Reimbursement. The District will pay the Employee's legitimate good faith business expenses incurred in connection with District business, as required under law or provided for other employees of the District and upon the same terms and conditions as those which apply to other employees of the District.

C. Retirement Benefits. The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Employee may participate in such 457 and/or 401(a) Plans with his own funds, as he may determine. The District will contribute \$1 for every \$1 that Employee contributes up to a total of \$6,000 per fiscal year to a 401(a) plan. Employee is also eligible for all other matching contributions the District offers as outlined in the District's "Personnel Policies and Practices."

D. Other Benefits. Except as otherwise provided herein, and once eligibility requirements have been met, the District agrees to provide the Employee with the same fringe benefits, including but not limited to medical, dental, and vision care plans, and all other benefits which the District, in its discretion as may be revised from time to time during the continuance of this Agreement, provides for other employees of the District and upon the same terms and conditions as those which apply to other employees of the District, as set forth Exhibit "A" titled "Summary of Benefits – Chief Financial Officer".

E. As per current Resolution 388.72, Section 1204.B, Employee shall be credited with his years of prior service to the District and future service time shall be added to this amount for purposes of determining benefits defined by this section.

## 6. OUTSIDE EMPLOYMENT, CONDUCT, AND BEHAVIOR.

A. Except for service on a public agency board, during the term of this Agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the General Manager. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement and shall not require the prior written consent of the General Manager.

B. Employee shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with the position of Chief Financial Officer or which give rise to the appearance of impropriety.

C. Employee covenants and agrees with the District that Employee will not, during the initial or extended term of this Agreement and thereafter directly or indirectly use, communicate, disclose, or disseminate to anyone (except to the extent reasonably necessary for Employee to perform Employee's duties hereunder, except as required by law, or except if generally available to the public otherwise than through use, communication, disclosure, or dissemination by Employee) any Confidential Information (as hereinafter defined) concerning the business or affairs of the District or of any of its affiliates or subsidiaries which Employee may have acquired in the course of or as incident to Employee's employment or prior dealings with the District or with any of its affiliates or subsidiaries.

- i. "Confidential Information" shall mean (a) all knowledge, information, trade secret, process, procedure, and/or material concerning the District or its business or the business of any of its affiliates or subsidiaries that shall become known to Employee as a consequence of Employee's relationship with the District, (b) all information that has been disclosed to the District by any third party under an agreement or circumstances requiring such information to be kept confidential, and (c) all knowledge, information, trade secret, process, procedure, and/or material concerning inventions that are owned by the District or assigned to the District; provided that the Confidential Information shall not include knowledge,



information, process, procedure, and/or material that is or becomes generally known or available to others in businesses engaged in by the District or to the public (other than through unauthorized disclosure). Confidential Information shall include without limitation (a) information of a technical nature, such as information regarding past, present, and future research, financial data, product information, marketing plans, computer programs (whether in source or object code form or other form and whether contained on program listings, magnetic tape, magnetic disks, CD ROMS or any other media), logic, flow charts, specifications, documentation and ideas relating to the activities of the District, (b) information of a business nature, such as information regarding past, present, and future client development, strategies, procurement specifications, costs and financial data, contracts, quotations, and names of actual and prospective clients or customers, and (c) all documents, drawings, reports, client lists, and other physical embodiments of all such information.

D. The District may set such other terms and conditions of employment as it may determine from time to time, in its sole discretion, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any federal, state, or local law. Employee shall also adhere to the District's Personnel Policies and Practices so long as not in conflict with the terms of this Agreement. Failure to do so shall constitute a material breach of this Agreement.

## 7. GENERAL PROVISIONS.

A. Integration. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreements.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

C. Waiver. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by either party to this Agreement, and either party shall be free to reinstate any such term or condition, with or without notice to the other.

D. Amendment. This Agreement may be amended from time to time, as mutually agreed by the parties in writing. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Employee and the District's General Manager.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, but nothing herein shall be construed as an authorization or right of any party to assign his rights or obligations hereunder. Any assignment of the rights or obligations of Employee hereunder without the express written approval of District shall be void.

F. Partial Invalidity. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected, and shall remain in full force and effect.

G. Legal Consultation. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the WEST VALLEY WATER DISTRICT has caused this Agreement to be signed and duly executed by its General Manager, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT

By: \_\_\_\_\_  
JOHN THIEL  
General Manager, West Valley Water  
District

EMPLOYEE:

JOSE A. VELASQUEZ

By:  \_\_\_\_\_

**West Valley Water District**  
**Summary of Benefits – Chief Financial Officer**

1. Health Insurance - Becomes effective the first of the following month after date of hire for self and family.
2. Dental Insurance - Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
3. Vision Service Plan- Becomes effective the first of the following month after date of hire for self and family.
4. Long-Term Disability Plan - Becomes effective the first of the following month after thirty (30) days of employment.
5. Life Insurance Plan – Becomes effective the first of the following month after thirty (30) days of employment. The coverage through The Standard provides a flat amount policy for both Basic Life and AD&D covered for \$300,000.
6. Employee Assistance Program (EAP) – Becomes effective the first of the following month after thirty (30) days of employment.
7. Tuition Reimbursement Program – Up to \$5,000 annual tuition per fiscal year.
8. Sick Leave – 96 hours of sick leave per year
9. District employees receive 12 holidays per year plus two (2) floater holidays.
10. Annual Vacation Accrual: 200 hours
11. Administrative Leave: 120 hours

*(District pays the total cost of the above benefits)*

12. Public Employees' Retirement System (PERS) – effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013, new members will be provided the 2% at 62 retirement formula with an employee contribution of 7.75% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
13. Social Security and Medicare – employees contribute their portion of this benefit.

In addition, a 457 retirement plan, supplemental Insurance and credit union services are offered for voluntary participation.



## STAFF REPORT

**DATE:** May 1, 2025  
**TO:** Board of Directors  
**FROM:** Gustavo Gutierrez, Finance Manager  
**SUBJECT:** Approve Contract for Wrought Iron Fence Topper and Gates at Zone 6 Reservoir Complex

---

### **STRATEGIC GOAL:**

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

E. Ensure Operational Continuity through Comprehensive Physical and Cyber Security

### **MEETING HISTORY:**

4/14/25 Finance Committee

### **BACKGROUND:**

West Valley Water District ("District") Zone 6 Reservoir Complex located at 4334 N. Riverside Ave in Rialto has in recent times been broken into, vandalized, and burglarized. In the past, the perpetrators climbed over the existing five (5) foot high south block wall, sprayed graffiti and attempted breaking into the facilities on site. District staff has removed the graffiti on the block walls and on the reservoir tanks and has had to perform site cleanup after each incident. One solution to this ongoing security issue is to install a three (3) foot high wrought iron fence topper on the south block wall which would be much more difficult to climb and would thereby serve as a deterrent to protect the District's assets.

District staff has identified a need to install approximately 325 linear feet of 3 foot high wrought iron fence topper with arched top pickets on the south block wall and two (2) 35 foot wide wrought iron cantilever gates with arched top pickets to match.

### **DISCUSSION:**

On February 7, 2025, a Request for Bid ("RFB") was issued and publicly advertised on PlanetBids to solicit bids from licensed, bonded, and insured fencing contractors. Five (5) contractors attended a mandatory pre-bid meeting and job walk on February 26, 2025. On March 12, 2025, five (5) contractors - Westbrook Fence, Red Hawk Services, Golden West Fence, Fencecorp and Quality Fence Co. - submitted bids to provide the specified services. Attached as **Exhibit A** is the RFB for Wrought Iron Fence Topper and Gates at Zone 6 Reservoir Complex and **Exhibit B** an aerial map view of the Zone 6 Reservoir Complex.

The five bids are as follows:

Contractor	Bid Amount
Westbrook Fence	\$110,605.00



Red Hawk Services	\$134,362.41
Golden West Fence	\$145,167.87
Fencecorp	\$166,323.56
Quality Fence Co.	\$227,176.00

Based on the information received, District staff examined the lowest bid submitted by Westbrook 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 W24007 titled "Wrought Iron Fence at Zone 6 Reservoir Complex" with a budget of \$200,000.00.

**REQUESTED ACTION:**

Approve Contract for Wrought Iron Fence Topper and Gates at Zone 6 Reservoir Complex.

**Attachments**

[Exhibit A - RFB for Wrought Iron Fence Topper and Gates at Zone 6 Reservoir Complex.pdf](#)

[Exhibit B - Map of Zone 6 Reservoir Complex.pdf](#)

# Exhibit A

# **WEST VALLEY WATER DISTRICT**

SPECIFICATIONS

FOR

Zone 6 Reservoir Site Fencing Project  
W24007

February 2025

# WEST VALLEY WATER DISTRICT

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## WEST VALLEY WATER DISTRICT 00 11

### 16 – NOTICE INVITING BIDS

#### 0.1 Submittal of Bids.

- A. West Valley Water District, a special water district organized and existing under the laws of the State of California ("WVWD"), will receive bids **by electronic submission only** on Planet Bids for the Zone 6 Reservoir Site Fencing Project, no later than **05:00 PM on February 26, 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 February 18, 2025 at 1 PM at Zone 6 Reservoir Site located approximately at 2700 W Via Bello Dr, Rialto, CA 92377. The nearest major cross streets are N Live Oak Ave and N Riverside Ave.**

#### 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 closingtime.
- 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 February 19, 2025.**

1.20 Bid Protest Procedure.

- A. Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing to WVWD’s Representative at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid or Contract Documents not previously stated in writing.
- B. Submitted bids will be timely made available for review upon written request of any bidder. Bidders may file a “protest” of a Bid with WVWD’s Representative.
- C. The protest must:
  - 1. Be filed in writing within five (5) business days after the bid opening date;
  - 2. Clearly identify the alleged irregularity or other basis for the protest;
  - 3. Specify, in detail, the factual and legal grounds for the protest; and
  - 4. Include all relevant, supporting documentation with the protest at time of filing.
- D. If the protest does not meet all of these requirements, WVWD may reject it without further review.
- E. If the protest is timely and complies with all of the above requirements, WVWD’s Representative, or other designated WVWD staff member, shall review the protest, any response from the challenged bidder, and all relevant information. WVWD will provide a written response to the protestor.
- F. The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**END OF INSTRUCTIONS TO AND INFORMATION FOR BIDDERS**

## WEST VALLEY WATER DISTRICT 00 41 43 - BID FORMS

### 1.1 Bid Acknowledgement.

FOR: \_\_\_\_\_

BIDDER: \_\_\_\_\_

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

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

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION  
BID SECURITY

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

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

License number \_\_\_\_\_

Expiration date \_\_\_\_\_

License classification \_\_\_\_\_

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

Member No. 1

Name \_\_\_\_\_

License number \_\_\_\_\_

Expiration date \_\_\_\_\_

License classification \_\_\_\_\_

Member No. 2

Name \_\_\_\_\_

License number \_\_\_\_\_

Expiration date \_\_\_\_\_

License classification \_\_\_\_\_

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

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

BIDDER:

Bidder's Business Address:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By\_(Signature)

\_\_\_\_\_  
(Type or print name)

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

\_\_\_\_\_  
(Where signed) (City, State)

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

(corporate seal)

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.

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

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

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name and Title\_\_\_\_\_

Dated\_\_\_\_\_

## 1.5 Information of Bidders

### A. Information About Bidder.

Failure to complete all information may render your bid non-responsive.

[\*\*\*Indicate not applicable ("N/A") where appropriate.\*\*\*]

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

1. Name of Bidder: \_\_\_\_\_

2. Type, if Entity: \_\_\_\_\_

3. Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

4. How many years has Bidder's organization been in business as a Contractor?  
\_\_\_\_\_

5. How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

a. Under what other or former names has Bidder's organization operated?:  
\_\_\_\_\_

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

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

e. Secretary's Name: \_\_\_\_\_

f. Treasurer's Name: \_\_\_\_\_

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

a. Date of Organization: \_\_\_\_\_

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

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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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---

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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.\*\*\*]

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



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

B. List of Completed Projects – Last Three Years.

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

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

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

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

C. Experience and Technical Qualifications Questionnaire.

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

BY: SURETY \_\_\_\_\_

BY: PRINCIPAL \_\_\_\_\_



## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

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

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

**END OF BID FORMS**

**WEST VALLEY WATER DISTRICT 00 52 13**

**CONTRACT**

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

**END OF CONTRACT**

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

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Left Intentionally Blank.]

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

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: Attorney-In-Fact

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

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

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- ☐ 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)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator

☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
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**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
**requester. Do not  
send to the IRS.**

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-Corporation, S-S corporation, P-Partnership) ☐ \_\_\_\_\_  
Note: 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.

☐ 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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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

[II] - [I] - [IIII]

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ☐

**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 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 nextmidnight.
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 theSite.
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 morerestrictive.
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 anytrade.

3.2 Reference Standards.

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

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

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

### 3.3 Reporting and Resolving Discrepancies; Order of Precedence.

#### A. Reporting Discrepancies.

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

#### B. Resolving Discrepancies; Order of Precedence.

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

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

3.4 Amending and Supplementing Contract Documents.

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

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

### 3.5 Reuse of Documents.

#### A. Contractor and any Subcontractor or Supplier shall not:

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

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

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

### 4.1 Availability of Lands.

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

### 4.2 Ownership of Site Materials Found.

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

### 4.3 Subsurface and Physical Conditions.

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

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

#### 4.4 Differing Subsurface or Physical Conditions.

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

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

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

#### 4.5 Underground Facilities.

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

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

B. Not Shown or Indicated.

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

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

#### 4.6 Trenches or Other Excavations.

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



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

#### 4.7 Hazardous Environmental Conditions at Site.

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

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

#### 4.8 Protection and Restoration of Existing Improvements and Reference Points.

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

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

## ARTICLE 5 -BONDS AND INSURANCE

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

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

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

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

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

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

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

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

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

- A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of WVWD, before WVWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in anyway.
- B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
- C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using WC 00 03 13 or the exact equivalent, to waive all rights of subrogation against WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions for losses paid under the terms of the insurance policy.
- D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:
  - 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by mail has been given to WVWD and all additional insureds.

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

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

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

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

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

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

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

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

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

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

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

5.7 Receipt and Application of Insurance Proceeds.

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

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

5.8 Partial Utilization, Acknowledgment of Property Insurer.

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

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

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



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

## **ARTICLE 6 -CONTRACTOR'S RESPONSIBILITIES**

### **6.1 Supervision and Superintendence.**

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

### **6.2 Labor; Working Hours.**

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

### **6.3 Progress Meetings.**

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

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

#### 6.4 Cost-Loaded CPM Progress Schedule and Recovery Schedule.

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

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

## 6.5 Materials.

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

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

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

6.6 Substitution of Equipment, Materials or Construction Methodology.

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

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

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

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

## **6.7 Submittals (IF APPLICABLE).**

### **A. Schedule of Submittals.**

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

### **B. Submittal Procedures.**

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

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

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

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

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

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



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

F. Resubmittal Procedures.

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

6.9 Concerning Subcontractors, Suppliers, and Others.

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

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

6.10 Dust Control.

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

6.11 Air Pollution.

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

6.12 Patent Fees and Royalties.

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of WVWD or WVWD's Representative, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by WVWD in the Contract Documents.
- B. To the fullest extent permitted by Applicable Laws, Contractor shall indemnify, defend, and hold harmless WVWD and WVWD's Representative, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents

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

6.13 Permits and Licenses.

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

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

6.14 Applicable Laws.

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

6.15 Labor Laws and Contractor's Obligations.

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

- B. Prevailing Wages. The Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Work involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. WVWD has obtained the prevailing wage rates from the Director of the Department of Industrial Relations, State of California. Copies of the prevailing wage rates are on file at WVWD's office in Rialto and shall be made available to any interested party on request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Site. Contractor shall defend, indemnify and hold WVWD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
1. Pursuant to Labor Code section 1775, Contractor is hereby advised that in the event that Contractor fails to pay prevailing wages, Contractor will be held liable for penalties and for shortfalls in wages and such amounts may be withheld from progress payments. Contractor and each subcontractor shall forfeit as a penalty to WVWD not more than two hundred dollars (\$200) for each Day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
  2. Contractor shall post, at appropriate conspicuous points on the Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- C. Payroll Records. Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
1. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR. This may include electronic submission. Contractor shall ensure full compliance with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement and all other applicable labor law.

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

#### 6.16 Taxes.

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

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

6.17 Use of Site and Other Areas.

A. Limitation on Use of Site and Other Areas.

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

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

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

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

6.18 Utility Usage.

- A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.
- B. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents.

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

6.19 Record Documents.

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

6.20 Safety and Protection.

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

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

6.21 Safety Representative.

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

6.22 Hazard Communication Programs.

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

6.23 Emergencies.

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

6.24 Continuing the Work.

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

6.25 Contractor's General Warranty and Guarantee.

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



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

6.26 Indemnification.

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

#### 6.27 Delegation of Professional Design Services.

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

### **ARTICLE 7 -OTHER WORK AT THE SITE**

#### 7.1 Related Work at Site.

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

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

## 7.2 Coordination.

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

## 7.3 For Delays by Others.

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

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

**7.4 Contractor's Delay or Damage.**

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

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

**8.1 Allowances.**

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

**8.2 Unit Price Work.**

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

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

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

### **9.1 Contract Change Orders.**

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

## 9.2 Contract Price Change.

### A. Process for Determining Adjustments in Contract Price.

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

### B. Unit Price Change Orders.

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

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

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



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

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

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

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

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

### 9.3 Unilateral Change Orders.

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

9.4 Costs Relating to Weather Damage.

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

9.5 WVWD Right to Direct Use of Competitive Bids.

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

9.6 Change of Contract Times.

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

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

1. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
2. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by WVWD), Acts of God, acts or failures to act of utility owners not under the control of WVWD, or other causes not the fault of and beyond control of WVWD and Contractor, then Contractor shall be entitled to an 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 Alerts 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**

## WEST VALLEY WATER DISTRICT 00 XX XX

### TECHNICAL PROVISIONS

#### 1 – **MOBILIZATION (BID ITEM 1)**

Mobilization shall conform to the provisions in Section 7-3.4, "Mobilization" of the Standard Specifications. Mobilization includes expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies, and incidental to the project site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

**MOBILIZATION (Bid Item 1)** shall be paid for at the Contract **lump sum (LS)** Price as shown on the Bid Schedule. Fifty percent (50%) of the lump sum price will be paid upon successful move in and completion of mobilization. The remaining fifty percent (50%) shall be paid after the contractor is completely demobilized and all project sites have satisfactorily been restored and the project cleanup is completed.

#### 2 – **EARTHWORK (NO BID ITEM)**

##### 2.1 General

The Contractor shall furnish all, labor, equipment, appliances and materials as required or necessary to clear, grub, excavate, fill, backfill and grade for the construction of all structures, ditches, embankments and graded areas as shown and specified.

##### 2.2 Obstructions

When the proper completion of the work requires their temporary or permanent removal, the Contractor shall, at his own expense, remove, and without unreasonable delay, temporarily or permanently replace or relocate to the satisfaction of the Owner and of any other person or agency having jurisdiction, all water pipes, gas pipes, drainage lines, irrigation lines, sewer lines, pipelines, conduits, culverts, roads, driveways, fences, bridges, railroad tracks, wires, poles, towers, retaining walls, buildings, curbs, gutters, concrete walks, trees, shrubs, lawns, and all other improvements of whatsoever character not required by law to be removed by the Owner thereof; and all such improvements temporarily removed shall be maintained until permanently replaced, all at the Contractor's expense.

Where the work is to be constructed in or adjacent to areas which have been improve by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and the lawn.

Unless otherwise indicated on the Drawings, General or Special Conditions, or unless otherwise cared for by the owner of a public utility or franchise, all water, gas, oil, or irrigation lines, lighting, power, or telephone conduits or wires, or sewer lines, or TV cables, structures, house connections in place, and all other surface or subsurface structures or lines shall be maintained by the Contractor and shall not be disturbed, disconnected, damaged by him during the progress of the work; provided, that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expenses, of whatever nature, arising from such disturbance, or in the replacement of repair thereof, shall be borne by the Contractor.

Tunneling of trees will be required unless otherwise authorized in writing by the Engineer. All trees along the work which are not to be removed, shall be protected from injury. The trunks of trees shall be covered with burlap or stakes shall be driven around them for complete protection.

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.

Material that is removed as hereinabove specified, and is not to be incorporated in the improvement being constructed, shall be disposed of away from the construction site at the Contractor's expense. If burning is anticipated, the Contractor shall obtain all necessary permits and shall give ample and proper notice to the local fire warden.

The Contractor's attention is directed to the possible existence of pipe and other underground improvements which may or may not be shown on the plans. All reasonable precautions shall be taken to preserve and protect any such improvements whether shown on the plans or not. Pursuant to Section 4215 of the California Government Code, the Owner will be responsible for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the site of the Project, if such utilities are not identified by the Owner in the Drawing and Specifications.

Contractor acknowledges his responsibility as set forth herein and specifically waives the provisions of California Government Code Section 4215 which designates such responsibility to certain public agencies.

### **2.3 Earthwork in City Right-of-Way**

Earthwork within the right-of-way of the City or other governmental agency having jurisdiction, shall be done in accordance with the requirements and the provisions of the permits issued by those agencies for the construction within their respective right-of-way. Such requirements and provisions, where applicable, shall take precedence and supersede the provisions of these specifications. The requirements of these Technical Provisions shall be the minimum requirement.

### **2.4 Safety Precautions**

All excavations shall be performed, protected and supported as required for safety and in the manner set forth in the operating rules, orders and regulations prescribed by the Division of Industrial Safety of the Departments of Industrial Relations of the State of California. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to prevent accidents.

The Contractor shall furnish such watchmen, guards, fences, warning signs, walks, and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons and property.

## **2.5 Excavated Material**

Arrangement for disposing of excess excavated material shall be made by the Contractor. Excavated material suitable for backfill shall be stored temporarily in such a manner as will facilitate work under the contract.

## **2.6 Control of Water**

The Contractor shall provide and maintain at all times during construction ample means and devices with which to promptly remove and dispose of all water entering the excavations or other parts of the work. No concrete footings shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set as least eight (8) hours.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. No water shall be drained into work built or under construction. Water shall be disposed of in such a manner as not to be a menace to the public health.

Dewatering for structures shall commence when ground water is first encountered, and shall be continuous until such times as water may be allowed to rise in accordance with the provisions of this Section.

## **2.7 Final Cleanup**

After all earthwork operations have been completed, the right-of-way and all other areas shall be dressed smooth and left in a neat and presentable condition to the satisfaction of the Engineer and Owner.

## **2.8 Payment**

The cost of earthwork and complying with the provisions of this section of specification shall be considered included in various bid items and no additional compensation will be allowed.

# **3 – CONCRETE (NO BID ITEM)**

## **3.1 Scope**

The Contractor shall furnish all labor, equipment, materials and appliances necessary to complete construction of Portland cement concrete as shown on the plans and as specified herein.

## **3.2 Composition**

Concrete shall be composed of Portland cement, sand, coarse aggregate, water, and admixtures as specified or approved, all well mixed and brought to the proper consistency suitable for the specific conditions of placement and in accordance with the requirements of this specification.



### 3.3 Classes of Concrete

All Portland cement used on the work shall be Class I as described below. Unless otherwise stated, concrete shall be used in the locations as listed:

#### Class I

Compressive Strength – 3,000 psi min. at 28-day

Mix – 6 sack minimum, test required

7 sack, test not required.

Use – walls, beams, slabs, footings.

Equivalent California State Highway Designation

- Class D (for 7 sack mix).

Maximum water – cement (w/c) ratio: 0.54

### 3.4 Portland Cement

Unless otherwise specified, Portland Cement, shall be Type II, complying with ASTM Designation C-150, and shall have a total alkali content not exceeding 0.6 percent when calculated as sodium oxide as determined by methods given in ASTM Designation C-114.

### 3.5 Sand

Sand shall be a washed natural sand having hard, strong and durable particles and which does not contain more than 2 percent by weight of such deleterious substances as clay lumps, shale, schist, alkali, mica, coated grains, or soft and flaky particles. Sand shall be graded uniformly from fin to coarse such that the combined grading of coarse aggregate and sand set forth in paragraph 3.6 will be met. Not more than 3 percent shall pass the No. 200 screen as determined by ASTM Designation C-117.

### 3.6 Coarse Aggregate

Coarse aggregate shall be a clean, hard, fine-grained, uncoated sound crushed rock, or washed gravel or combination of both. It shall be free from oil, organic matter or other deleterious substances and shall not contain more than 2 percent by weight of shale or cherty material; and shall show a loss of not more than ten (10) percent when tested for soundness in sodium sulfated solution in accordance with ASTM Designation C-88. Coarse aggregate shall be graded uniformly from one-quarter inch size to maximum size. The combined grading of coarse and fine aggregate shall fall within the following percentage by weight:

<u>Sieve Size</u>	<u>Percentage Passing Sieves</u>		
	1-1/2" Max	1" Max.	3/4" Max
2"	100		
1-1/2"	90-100	100	
1"	50-86	90-100	100
3/4"	45-75	55-100	90-100

3/8"	38-55	45-75	60-80
No. 4	30-45	35-50	40-60
No. 8	23-38	27-45	30-45
No. 16	17-33	20-35	20-35
No. 30	10-17	12-20	13-23
No. 50	4-9	5-10	5-15
No. 100	1-3	1-4	1-5
No. 200	0-2	0-2	0-2

### **3.7 Mixing Water**

Mixing water shall be clean and free from deleterious amounts of acids, alkalis, salts or organic materials.

### **3.8 Admixtures**

No admixtures shall be used without the owner or Engineer's approval and any ready- mix concrete with admixtures indicated found on the job site will be rejected.

### **3.9 Mixing**

Job mixing of structural concrete shall not be permitted.

Transit mix concrete shall be batched, mixed and delivered in accordance with ASTM Designation C-94, except that truck agitators may not be used. All concrete shall be deposited in place not more than 45 minutes after water is added when the temperature of the concrete exceeds 85° F, and not more than 1-1/2 hours after water is added when the temperature of the concrete is less than 85°F. Certified public weighmaster tickets shall be delivered to the Engineer or his representative in the field prior to placing the concrete to which the ticket applies.

### **3.10 Retampering**

Retempering of concrete which has partially hardened, that is mixing with or without additional cement, aggregate, or water, will not be permitted.

### **3.11 Compacting**

Concrete, during and immediately after depositing, shall be thoroughly worked around the reinforcement and embedded fixtures and into corners of the forms. Vibrators shall be handled by experienced workmen and care shall be taken to avoid separation of aggregate due to over vibration. At least one vibrator shall be used for each 15 cu. yd. Per hour of concrete placed. Standby vibrators shall be kept on hand.

### **3.12 Curing**

All concrete and grout shall receive a curing compound, or other approved method, as soon as the concrete or grout has sufficiently set.

Curing compound shall be of a nature and composition not deleterious to concrete, and thinned to a working consistency either with a volatile solvent or by emulsification with water. The curing compound shall be of a standard and uniform quality ready for use as shipped by the manufacturer. Curing compound shall form a continuous, unbroken membrane which shall adhere to moist concrete and which will not disintegrate, check, peel from the surface, nor show signs of such deterioration within thirty (30) days after application under actual working conditions. The compound shall be sufficiently transparent and free from color that there will be no permanent change in the color of the concrete. The compound shall contain, however, a temporary dye of sufficient color to make the membrane clearly visible for a period of at least four (4) hours after application. If the Contractor applies a deleterious compound to paint, plaster, gunite, or other surface treatment, he shall thoroughly sandblast the surface to remove all vestiges of the compound. This sandblasting shall be at the Contractor's expense.

### **3.13 Cold Weather Requirements**

Adequate equipment shall be provided for heating the concrete during freezing or near freezing weather. No frozen materials or materials containing ice shall be used.

All concrete materials and reinforcement, forms, fillers and ground which the concrete is to come in contact with shall be free from ice and frost. Whenever the temperature of the surrounding air is below 40°F, all concrete placed shall have a temperature of between 70°F and 80°F and an adequate means shall be provided for maintaining a temperature of between 50°F and 80°F during the curing period.

The housing, covering or other protection used in connection with curing, shall remain in place and intact at least twenty-four (24) hours after the artificial heating is discontinued. The use of salt or chemicals for the prevention of freezing is prohibited.

When heating of concrete materials is required, the mixing of water and aggregate shall be heated to not more than 90°F prior to being placed in the mixer, so that the temperature of the mixed concrete shall not be less than 70°F nor more than 80°F. Aggregates shall be heated either by steam or by dry heat, and the heating apparatus shall be of a type which will heat the mass uniformly and in such a manner as to preclude the possible occurrence of overheated areas, or hot spots, which will burn the material. Flame throwers, or others, similar direct heating devices will not be allowed.

### **3.14 Hot Weather Requirements**

Concrete shall not be deposited when the atmospheric temperature is above 85°F unless the Contractor follows the requirements as specified in this section of the specifications.

- 1) Use Cool Materials – Coarse aggregates shall be sprayed with water at least 2 hours before mixing.
- 2) Subgrade and forms shall be thoroughly soaked the night before, then sprinkled again shortly before placement. There should be no standing water when concrete is deposited.
- 3) Protection Against Evaporation – Freshly poured concrete surfaces and exposed wall form shall be covered or screened. Spray shall be provided upwind of concrete.

- 4) Start the curing process as soon as possible. The Contractor shall refer to Section 2.12 for curing method.

### **3.15 Payment**

The cost of concrete and complying with the provisions of this section of specification shall be considered included in various bid items and no additional compensation will be allowed.

## **4 – REMOVALS (BID ITEMS 2-3)**

### **4.1 Clearing and Grubbing**

Areas where construction is to be performed shall be cleared of all trees, shrubs, brush, rubbish, and other objectionable material of any kind which, if left in place, would interfere with the proper performance or completion of the contemplated work, impair its subsequent use, or form obstruction therein. Trees and other natural growths outside the actual lines of construction operation shall not be destroyed and such measures as are necessary shall be taken by the Contractor for the protection thereof. If trees and other natural growths are destroyed or removed without direction from the Engineer, the Contractor shall be responsible for replacing in kind at his own expense.

It shall be the Contractor's responsibility to remove and dispose of all excess material resulting from clearing and grubbing operations at his own expense. The Contractor shall make his own arrangements for disposal sites at his own expense, at which said material may be wasted.

### **4.2 Chain Link Fence**

Existing chain link fence where, indicated on the plans shall be completely removed and disposed to the satisfaction of the Engineer. The Contractor shall adequately remove the chain link fence and posts during construction.

Existing fence posts shall be cut flush at grade and the remaining post hole shall be filled with sand. Existing concrete footings shall be left in place unless otherwise directed by the Engineer.

Payment for chain link fence removals shall be made at the unit price bid per **lump sum (LS)** for **REMOVE EXISTING CHAIN LINK FENCE (Bid Item 2)**, and shall constitute full compensation for all equipment, materials, and labor necessary for the removal and disposal of the existing chain link fence, including metal posts, and no additional compensation will be allowed therefor.

### **4.3 Gate**

Existing gate assembly where, indicated on the plans shall be completely removed and disposed to the satisfaction of the Engineer. The Contractor shall adequately remove the gate, posts, and concrete footings during construction.

Payment for removal of existing gate assembly shall be made at the unit bid price per **each (EA)** for **REMOVE EXISTING GATE (Bid Item 3)**, and shall constitute full compensation for all equipment, materials, and labor necessary for the removal and disposal of the existing gate assembly, post and concrete footings and no additional compensation will be allowed therefor.

Bi-parting gates shall be considered as a single gate for the purpose of this project and no additional compensation will be allowed.

## **5 – FENCE TOPPER (BID ITEM 4)**

### **5.1 General**

#### **5.1.1 Work Included**

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein.

#### **5.1.2 Related Work**

Section 3 – Concrete

#### **5.1.3 System Description**

The manufacturer shall supply a total industrial ornamental steel fence system of Ameristar® Aegis II® Invincible™ design or approved equal. The system shall include all components (i.e., panels, posts, gates and hardware) required.

#### **5.1.4 Quality Assurance**

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

#### **5.1.5 References**

- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss.
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

#### **5.1.6 Submittal**

The manufacturer's literature shall be submitted prior to installation.

### **5.1.7 Product Handling and Storage**

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

### **5.1.8 Product Warranty**

- A.** All structural fence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.
- B.** Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufacturer's warranty shall be guaranteed for five (5) years from date of original purchase.

## **5.2 Materials**

### **5.2.1 Manufacturer**

The fence system shall conform to Ameristar Aegis II® Invincible™ design, flush bottom rail treatment, 2-Rail style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma, or approved equal.

### **5.2.2 Material**

- A.** Steel material for fence tubular pickets, rails, and posts shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa), and a minimum zinc (hot-dip galvanized) coating weight of 0.90 oz/ft<sup>2</sup> (276 g/m<sup>2</sup>), Coating Designation G-90.
- B.** Material for pickets shall be 1" square x 14 Ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner™ double wall design with outside cross-section dimensions of 1.75" square and a minimum thickness of 14 Ga. Picket holes in the ForeRunner rail shall be spaced 4.715" o.c., except for Invincible style 6' long, which shall be, spaced 4.98" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections. Fence posts and gateposts shall meet the minimum size requirements of Table 5-1.
- C.** Contractor to see plans for more details.

### **5.2.3 Fabrication**

- A.** Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets. Pickets shall be predrilled to accept retaining rods.
- B.** Grommets shall be inserted into the prepunched holes in the rails and pickets shall be inserted through the grommets so that predrilled picket holes align with the internal upper raceway of the ForeRunner rails (Note: This can best be

accomplished by making an alignment jig). Retaining rods shall be inserted into each ForeRunner rail so that they pass through the predrilled holes in each picket.

- C. The manufactured galvanized framework shall be subjected to the PermaCoat® thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash, an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a “no-mar” TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be Black. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 5-2.
- D. Completed sections (i.e., panels) shall be capable of supporting a 600 lb. load applied at midspan without permanent deformation. Panels shall be biasable to a 25% change in grade.

**Table 5-1 – Minimum Sizes for Aegis II Posts**

Table 5-1 – Minimum Sizes for Aegis II Posts				
Fence Posts	Panel Height			
2-1/2" x 12 Ga.	Up to & Including 6' Height			
3" x 12 Ga.	Over 6' Up to & Including 10' Height			
4" x 11 Ga.	Over 10' Height			
Gate Leaf	Gate Height			
	Up to & Including 6'	Over 6' Up to & Including 8'	Over 8' Up to & Including 10'	Over 12'
Up to 4'	3" x 12Ga.	3" x 12 Ga.	4" x 11 Ga.	4" x 11 Ga.
4'1" to 6'	3" x 12Ga.	3" x 12 Ga.	4" x 11 Ga.	4" x 11 Ga.
6'1" to 8'	4" x 11 Ga.	6" x 3/16"	6" x 3/16"	6" x 3/16"
8'1" to 10'	4" x 11 Ga.	6" x 3/16"	6" x 3/16"	6" x 3/16"
10'1" to 12'	6" x 3/16"	6" x 3/16"	6" x 3/16"	8" x 1/4"
12'1" to 16'	6" x 3/16"	6" x 3/16"	8" x 1/4"	8" x 1/4"

**Table 5-2 – Coating Performance Requirements**

<u>Quality Characteristics</u>	<u>ASTM Test Method</u>	<u>Performance Requirements</u>
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

## 5.3 Execution

### 5.3.1 Preparation

All new installation shall be laid out by the contractor in accordance with the construction plans.



### 5.3.2 Fence Topper Installation

Fence post shall be spaced according to **Table 5-3**, plus or minus ½", unless shown otherwise on plan. Posts shall be plated and attached to existing block wall as directed by the Engineer. The "Concrete" sections of this specification shall govern concrete material requirements if any concrete is required to secure the posts.

<b>Table 5-3 – Aegis II – Post Spacing By Bracket Type</b>								
Span	For INVINCIBLE® 8' Nominal (91.25" Rail)		For CLASSIC, GENESIS, & MAJESTIC 8' Nominal (92.625" Rail)					
Post Size	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Industrial Flat Mount (BB301)		Industrial Universal (BB302)	Industrial Universal (BB303)	Industrial Flat Mount (BB301)		Industrial Swivel (BB304)*	
Post Settings ± ½" O.C.	94-1/2"	95"	96"	96.5"	96"	96-1/2"	*97-1/2"	*98"
Span	For INVINCIBLE® 6' Nominal (67.75" Rail)		For CLASSIC, GENESIS, & MAJESTIC 6' Nominal (71.375" Rail)					
Post Size	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Industrial Flat Mount (BB301)		Industrial Universal (BB302)	Industrial Universal (BB303)	Industrial Flat Mount (BB301)		Industrial Swivel (BB304)*	
Post Settings ± ½" O.C.	75"	75.5"	71.5"	72"	71.5"	72"	*73"	*73.5"
*Note: When using BB304 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.								

### 5.3.3 Fence Topper Installation Maintenance

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty.

If Ameristar manufactured fence is used, Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components on Ameristar manufactured products will negate the manufactures' warranty.

### 5.3.4 Cleaning

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

## 5.4 Payment

Payment for installation of ornamental steel fence system shall be made at the unit price bid per **Linear Foot (LF)** for **FURNISH AND INSTALL AMERISTAR AEGIS II FENCE TOPPER OR**

**APPROVED EQUAL (Bid Item 4)**, and shall constitute full compensation for all equipment, materials, and labor necessary for the installation of the fence system, including all necessary hardware, and no additional compensation will be allowed therefor.

## **6 – GATE (BID ITEMS 5-6)**

### **6.1 General**

#### **6.1.1 Work Included**

The Contractor shall provide all labor, materials, and appurtenances necessary for installation of the industrial ornamental cantilever gate system.

#### **6.1.2 Related Work**

Section 2 – Earthwork

Section 3 – Concrete

#### **6.1.3 System Description**

The manufacturer shall supply a total industrial ornamental cantilever gate system of Ameristar® TransPort Traverse II® Invincible™ design and Classic™ design, or approved equal. The system shall include all components (i.e. tracks, uprights, bracing, pickets, hardware and fasteners) required.

#### **6.1.4 Quality Assurance**

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

#### **6.1.5 References**

- ASTM A653/A653M – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 – Practice for Operating Salt-Spray (Fog) Apparatus
- ASTM B221 – Aluminum and Aluminum Alloy Extruded Bars, Shapes and Tubes
- ASTM D523 – Test Method for Specular Gloss
- ASTM D714 – Test Method for Evaluating Degree of Blistering in Paint
- ASTM D822 – Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus
- ASTM D1654 – Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
- ASTM D2244 – Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates
- ASTM D2794 – Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
- ASTM D3359 – Test Method for Measuring Adhesion by Tape Test

#### **6.1.6 Submittal**

The manufacturer's submittal package shall be provided prior to installation.

### **6.1.7 Product Handling and Storage**

Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage and to protect against damage, weather, vandalism and theft.

## **6.2 Materials**

### **6.2.1 Manufacturer**

All industrial ornamental cantilever gates shall conform to the Ameristar® TransPort Traverse II® gate system, Invincible™ and Classic™ design, manufactured by Ameristar Perimeter Security USA Inc., in Tulsa, Oklahoma, or approved equal. The project gate schedule shall include the following additional information for each cantilever gate included in the project scope: two (2) 17' wide bi-parting gates for two 34' wide openings, Invincible™ design at 8' height and Classic™ design at 6' height, right and left gate travel direction.

### **6.2.2 Material**

- A.** The materials used for cantilever gate framing (uprights & diagonal bracing) shall be manufactured from ASTM A653 Steel with yield strength of 34,800 PSI, a tensile strength of 37,700PSI and a standard mill finish. The TransPort™ aluminum extrusions for top and bottom enclosed tracks shall be alloy and temper designation 6005-T5 to meet ASTM B221.
- B.** Material for pickets shall be 1" square x 16 ga. steel pickets on gate systems less than 22' openings, gate systems greater than 22' openings shall have 1" square x 1/8" wall aluminum pickets. Picket on center spacing shall not exceed 5". Pickets shall be securely fastened to face of top and bottom enclosed track extrusions.
- C.** Material for gate uprights shall be 2 ½" X 16 ga. and diagonal bracing shall be 2" square x 16 ga. steel. The cross-sectional shape of the enclosed-track shall conform to the manufacturers Traverse-Trak™ design with a single extrusion consisting of a 3.75" x 7" channeled support with integrated 3" x 3" enclosed-track raceway. Gates less than 18-foot openings shall be constructed as a single-track system, gates greater than 20-foot openings shall be constructed as a spliced track system.
- D.** Steel material for fence posts and pickets shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft<sup>2</sup> (276 g/m<sup>2</sup>), Coating Designation G-90. Depending on application and gate size, material for gate support posts shall be 4" x 11 Ga., or 6" x 3/16".
- E.** Support carriage trolley assemblies, for the gates enclosed bottom track, shall have two mounting options: concrete slab or post mount bracket configuration, and shall support the vertical load of the gate. The gates center of gravity shall be centered on the bottom

support carriage trolley assemblies. Installation of the carriage trolley assemblies shall be per manufacturer's installation instructions (written or video).

### 6.2.3 Fabrication

- A. Gate frame uprights and diagonal bracing shall be prefabricated and pre-punched to accept frame fasteners. Enclosed track shall be pre-punched to accept gate uprights. Pickets shall be pre-cut to specified length and pre-drilled to accept picket to track fasteners. Posts shall be pre-cut to specified lengths.
- B. Top and bottom enclosed track extrusions shall be mechanically fastened to vertical gate uprights and intermediate supports, as required by assembly instructions. Diagonal bracing shall be mechanically fastened to vertical gate uprights and intermediate supports, as required by assembly instructions. Pickets shall be mechanically fastened to top and bottom enclosed track, as required by assembly instructions.
- C. The manufactured gate components shall be subjected to the Ameristar thermal stratification coating process (high-temperature, in-line, multi-stage, and multi-layer) including, as a minimum, a six-stage pretreatment/wash and an electrostatic spray application of a polyester finish. The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be Black. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in **Table 6-1**.

<b>TABLE 6-1 – COATING PERFORMANCE REQUIREMENTS</b>		
Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion ( <i>retention of coating</i> ) over 90% of test area ( <i>tape and knife kit test</i> ).
Corrosion Resistance	B117, D714 & D1654	Corrosion resistance over 1,000 hours ( <i>scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters</i> ).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. ( <i>forward impact using 0.625" ball</i> ).
Weathering Resistance	D822, D2244, D523 (60° method)	Weathering resistance over 1,000 hours ( <i>failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units</i> ).

## 6.3 Execution

### 6.3.1 Preparation

All new installation shall be laid out by the Contractor in accordance with the construction plans.

### 6.3.2 Gate Installation

- A. Cantilever support posts shall be set in concrete footers having a minimum depth of 48" (Note: In most cases, local soil, code restrictions and inclement weather conditions may require a greater depth). Posts shall be spaced according to the manufacturers' drawings, dependent on clear opening. Optional Safety Kit must be included if the gate is automated.

The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer.

- B. Gate to be installed per manufacturers gate installation instructions (written or video). For Gates that will be automated, the contractor shall be responsible to ensure the gate, and installation, meet ASTM F2200 and UL325 Standards.

### 6.3.3 Gate Installation Maintenance

When cutting/drilling posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty.

If Ameristar manufactured gates are used, Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components on Ameristar manufactured products will negate the manufactures' warranty.

### 6.3.4 Gate Post Installation

Gate posts shall be spaced according to the manufacturers' drawings, dependent on clear opening. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

### 6.3.5 Cleaning

The Contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

## 6.4 Payment

Payment for installation of ornamental steel cantilever gate system shall be made at the unit price bid per **Each (EA)** for **FURNISH AND INSTALL AMERISTAR TRANSPORT TRAVERSE II GATE INVINCIBLE STYLE OR APPROVED EQUAL (Bid Item 5)**, and shall constitute full compensation for all equipment, materials, and labor necessary for the installation of the gate system, including all necessary hardware, and no additional compensation will be allowed therefor.

Payment for installation of ornamental steel cantilever gate system shall be made at the unit price bid per **Each (EA)** for **FURNISH AND INSTALL AMERISTAR TRANSPORT TRAVERSE II GATE CLASSIC STYLE OR APPROVED EQUAL (Bid Item 6)**, and shall constitute full compensation for all equipment, materials, and labor necessary for the installation of the gate system, including all necessary hardware, and no additional compensation will be allowed therefor.

**WEST VALLEY WATER DISTRICT**  
RIALTO, CALIFORNIA  
FOR THE CONSTRUCTION OF  
**ZONE 6 RESERVOIR SITE FENCING**  
IN THE  
**RIALTO AREA**  
W24007

FEBRUARY 2025

AGENCY REVIEW SUBMITTAL  
NOT FOR CONSTRUCTION

BOARD OF DIRECTORS

Greg Young	President
Dan Jenkins	Vice President
Kelvin Moore	Director
Angela Garcia	Director
Estevan Bennett	Director

DISTRICT ADMINISTRATION

John Thiel, P.E.	General Manager
Linda Jadeski	Assistant General Manager
Rocky Welborn, P.E.	Director of Engineering
Joanne Chan	Director of Operations
Rosa Gutierrez, P.E.	Senior Engineer

JOB NO. 200897

**Michael Baker**  
INTERNATIONAL  
3536 CONCOURS ST.,  
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PHONE: (909) 974-4900  
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APPROVED:

WEST VALLEY WATER DISTRICT

DATE

SHEET  
1 OF 5  
SHEETS  
DWG. NO.  
T1

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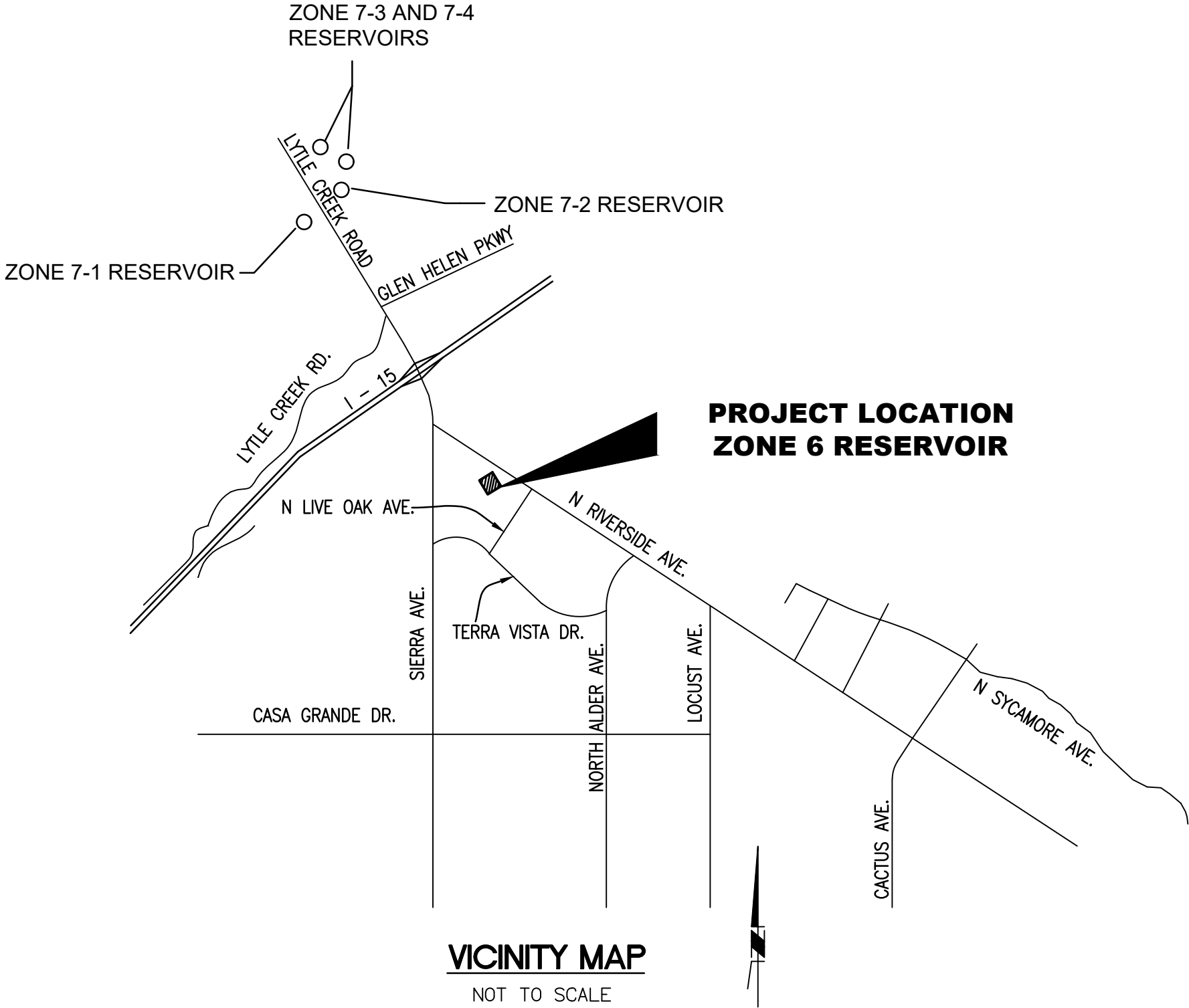
GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.
2. THE CONTRACTOR SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRICT AND THE ENGINEER AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
3. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A CAL-OSHA EXCAVATION PERMIT SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 5.0 FEET IN DEPTH.
4. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, AND HIS REPRESENTATIVE HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL UNCOVER AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 811 PRIOR TO BEGINNING WORK.
7. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION MATERIAL OUTSIDE OF THE PROJECT AREA.
8. PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. ALL BACKFILL SHALL BE PLACED IN A MANNER SATISFACTORY TO THE ENGINEER AND IN ACCORDANCE WITH THE STANDARDS, SPECIFICATIONS AND PERMITS. MATERIAL FOR BACKFILL TO TWELVE (12) INCHES ABOVE THE PIPE SHALL BE GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30 AND SHALL BE COMPACTED TO 90% RELATIVE COMPACTION UNLESS OTHERWISE NOTED OR SPECIFIED.
9. NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.
10. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.
11. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE ENGINEER AND ANY AGENCY HAVING JURISDICTION THEREOF, ANY ROAD BASE, PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
12. PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION PRIOR TO PLACING IN TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR.
13. THE CONTRACTOR, AT THE END OF EACH DAYS WORK, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE ARE SECURELY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOWL OR RODENT CAN ENTER THE PIPELINE.
14. ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OR ITS DULY AUTHORIZED AGENT. THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED.
15. THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARD SPECIFICATIONS.

16. THE CONTRACTOR SHALL CONSTRUCT ALL ANCHOR AND THRUST BLOCKS AS REQUIRED. IN GENERAL, THRUST BLOCKS WILL BE PLACED AT ALL ANGLES GREATER THAN 10° (VERTICAL OR HORIZONTAL) PER DISTRICT STANDARD DRAWING W-3.
17. ALL ELECTRICAL CONDUITS ON SITE SHALL BE ENCASED IN RED CONCRETE.
18. PROVIDE ALL WORK INDICATED OR IMPLIED ON THE DRAWINGS AND AS NECESSARY TO PROVIDE A COMPLETE AND FUNCTIONING SYSTEM UNLESS SPECIFICALLY NOTED OTHERWISE.
19. PROVIDE ALL MATERIALS, EQUIPMENT AND PERFORM ALL LABOR REQUIRED TO INSTALL COMPLETE AND OPERABLE MECHANICAL SYSTEMS AS INDICATED ON THE DRAWINGS, AS SPECIFIED, AND AS REQUIRED BY CODE.
20. ALL WORK SHOWN ON THE DRAWINGS IS TO BE BY THE CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE.
21. WHERE TWO OR MORE ITEMS OF THE SAME TYPE OF EQUIPMENT ARE REQUIRED, THE PRODUCTS OF A SINGLE MANUFACTURER SHALL BE USED.
22. VERIFY EXISTING CONDITIONS AT THE SITE AND REPORT DISCREPANCIES TO THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING WITH WORK.
23. LIMITS OF WORK ARE SHOWN FOR GENERAL REFERENCE AND DO NOT ESTABLISH PRECISE BOUNDARIES OF WORK FOR ANY TRADE THAT MAY BE REQUIRED TO COMPLETE THE PROJECT.
24. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING QUANTITIES OF MATERIALS REQUIRED TO COMPLETE THE PROJECT.
25. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE AND TO MAINTAIN THE STRUCTURAL INTEGRITY OF ALL EXISTING AND PROPOSED STRUCTURES DURING ALL PHASES OF DEMOLITION AND NEW WORK. PROVIDE ALL REQUIRED SUPPORT, SHORING, PINNING, ETC. TO ASSURE THIS REQUIREMENT.
26. ALL MISCELLANEOUS STEEL REQUIRED TO ENSURE PROPER INSTALLATION AND SUPPORT OF MECHANICAL WORK AS SHOWN IN DETAILS FOR PIPING, DUCTWORK AND EQUIPMENT (UNLESS OTHERWISE NOTED) SHALL BE FURNISHED AND INSTALLED BY THE MECHANICAL CONTRACTOR AT NO ADDITIONAL COST.
27. ALL EQUIPMENT, PIPING, DUCTWORK, ETC., SHALL BE SUPPORTED AS DETAILED, SPECIFIED AND AS REQUIRED TO PROVIDE A VIBRATION FREE INSTALLATION.
28. PROVIDE FLEXIBLE CONNECTIONS IN ALL DUCTWORK SYSTEMS CONNECTED TO FANS AND OTHER EQUIPMENT WHICH REQUIRE VIBRATION ISOLATION. FLEXIBLE CONNECTIONS SHALL BE PROVIDED AT THE POINT OF CONNECTION TO THE EQUIPMENT UNLESS OTHERWISE INDICATED.
29. COORDINATE ALL ELECTRICAL REQUIREMENTS AND LOCATIONS OF ALL EQUIPMENT WITH THE ELECTRICAL CONTRACTOR PRIOR TO ORDERING AND INSTALLATION.
30. LOCATIONS AND SIZES OF ALL FLOOR, WALL AND ROOF OPENINGS SHALL BE COORDINATED WITH ALL OTHER TRADES INVOLVED.
31. WELDING TO STRUCTURAL MEMBERS SHALL NOT BE PERMITTED. ATTACHMENTS SHALL BE MADE USING CLAMPS MEETING MSS STANDARDS AS SPECIFIED.
32. MECHANICAL EQUIPMENT, DUCTWORK, AND PIPING SHALL NOT BE SUPPORTED FROM ROOF OR DECK ASSEMBLY. SUPPORTS SHALL ATTACH TO STRUCTURAL MEMBERS.
33. INSTALL ALL EQUIPMENT AND APPURTENANCES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, CONTRACT DOCUMENTS, APPLICABLE BUILDING, STATE, AND LOCAL CODES, ENERGY CODES, ASHRAE AND NFPA STANDARDS, AND INSURANCE UNDERWRITER REQUIREMENTS.

UTILITY AGENCIES

WEST VALLEY WATER DISTRICT  
855 W. BASE LINE ROAD  
RIALTO, CALIFORNIA 92377  
ATTN: LINDA JADESKI  
TELE: (909) 820-3713



LEGEND

EXISTING PROPERTY LINE	---
EXISTING STREET CENTERLINE	---
EXISTING CURB AND GUTTER	==
EXISTING FENCE	-x-x-
PROPOSED FENCE	-x-x-
EXISTING BLOCK WALL	==
PROPOSED GATE	==

ABBREVIATIONS

BEG	BEGIN
CL	CENTERLINE
CMU	CONCRETE MASONRY UNIT
ESMT	EASEMENT
FG	FINISHED GRADE
GA	GAGE
MANUF.	MANUFACTURER
MIN	MINIMUM
NTS	NOT TO SCALE
O.C.	ON CENTER
PL	PROPERTY LINE
RCE	REGISTERED CIVIL ENGINEER
R/W	RIGHT OF WAY
SQ	SQUARE
STD	STANDARD
TYP.	TYPICAL
W	WIDTH

INDEX OF DRAWINGS

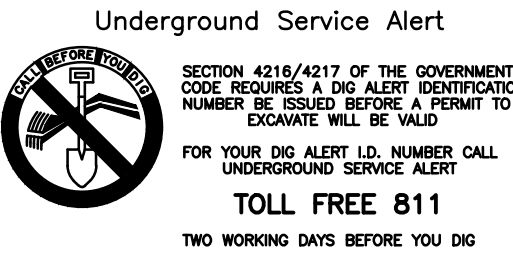
SHEET NUMBER	DESCRIPTION:
1 T1	TITLE SHEET
2 G1	GENERAL NOTES, LEGEND, AND SHEET INDEX
3 C1	IMPROVEMENT PLAN
4 C2	FENCE AND GATE DETAILS
5 S1	FENCE NOTES AND DETAILS

Underground Service Alert



TWO WORKING DAYS BEFORE YOU DIG

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



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Drawn	RM	Job No.	200897
		Scale:	AS SHOWN



Michael Baker  
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WEST VALLEY WATER DISTRICT

**ZONE 6 RESERVOIR SITE FENCING PROJECT**  
**W24007**  
**GENERAL NOTES, LEGEND, AND**  
**SHEET INDEX**

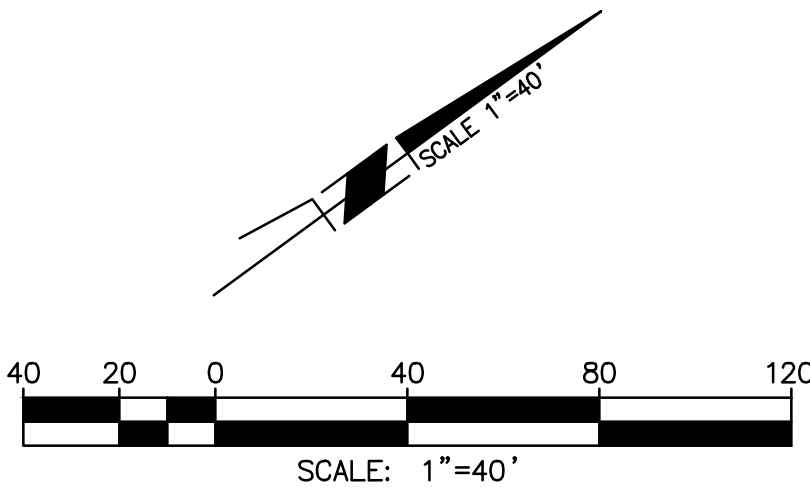
SHEET	2 OF 5
SHEETS	
DWG. NO.	G1



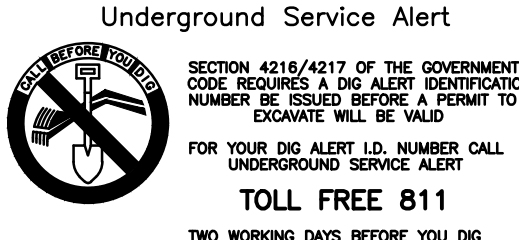


CONSTRUCTION NOTES

- ① PROTECT IN PLACE
- ② REMOVE AND DISPOSE EXISTING CHAINLINK FENCE
- ③ REMOVE AND DISPOSE EXISTING GATE
- ④ INSTALL AEGIS II SECURITY FENCE AS MANUFACTURED BY AMERISTAR OR APPROVED EQUAL PER DETAILS ON SHEETS 4 AND 5 (COLOR TO BE ESTABLISHED BY WWD)
- ⑤ INSTALL AMERISTAR TRANSPORT TRAVERS II CANTILEVER GATE, CLASSIC STYLE OR APPROVED EQUAL PER DETAIL "C" ON SHEET 4
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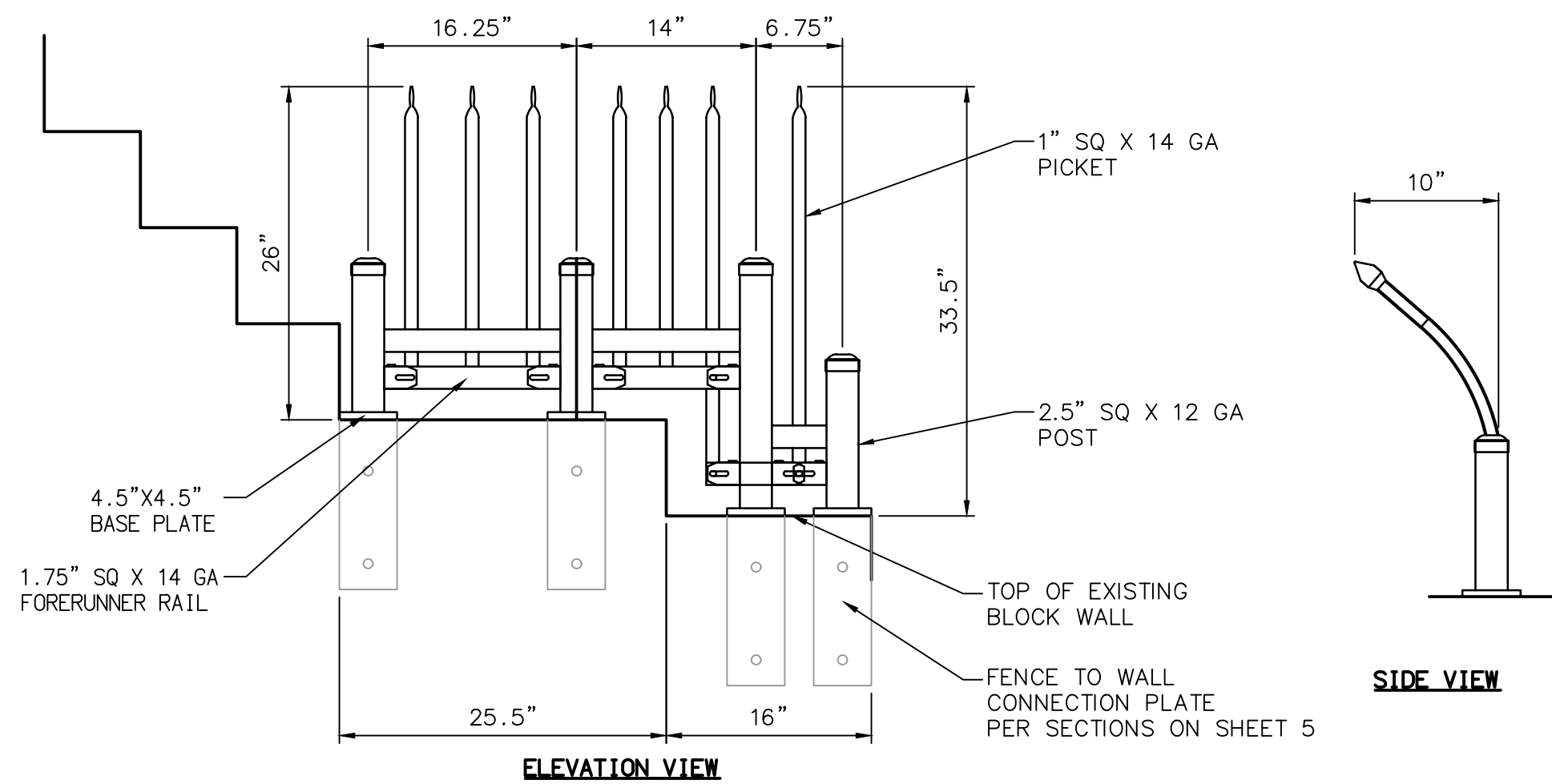
**Michael Baker**  
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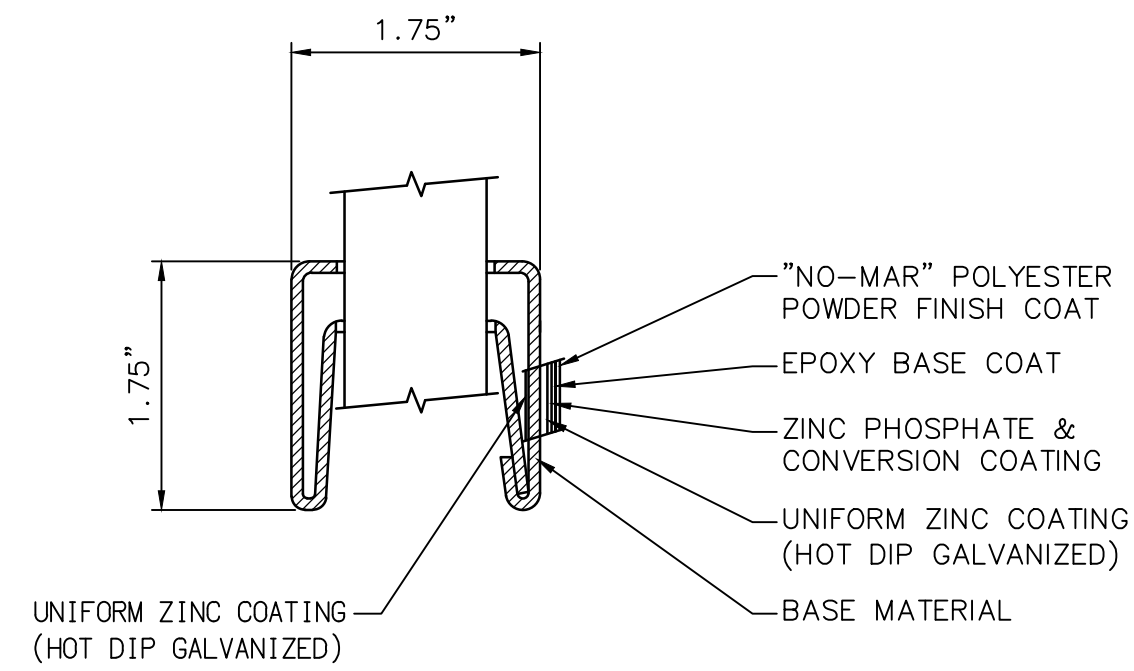
**WEST VALLEY WATER DISTRICT**  
**ZONE 6 RESERVOIR SITE FENCING PROJECT**  
**W24007**  
**IMPROVEMENT PLAN**

SHEET  
3 OF 5  
SHEETS  
DWG. NO.  
C1

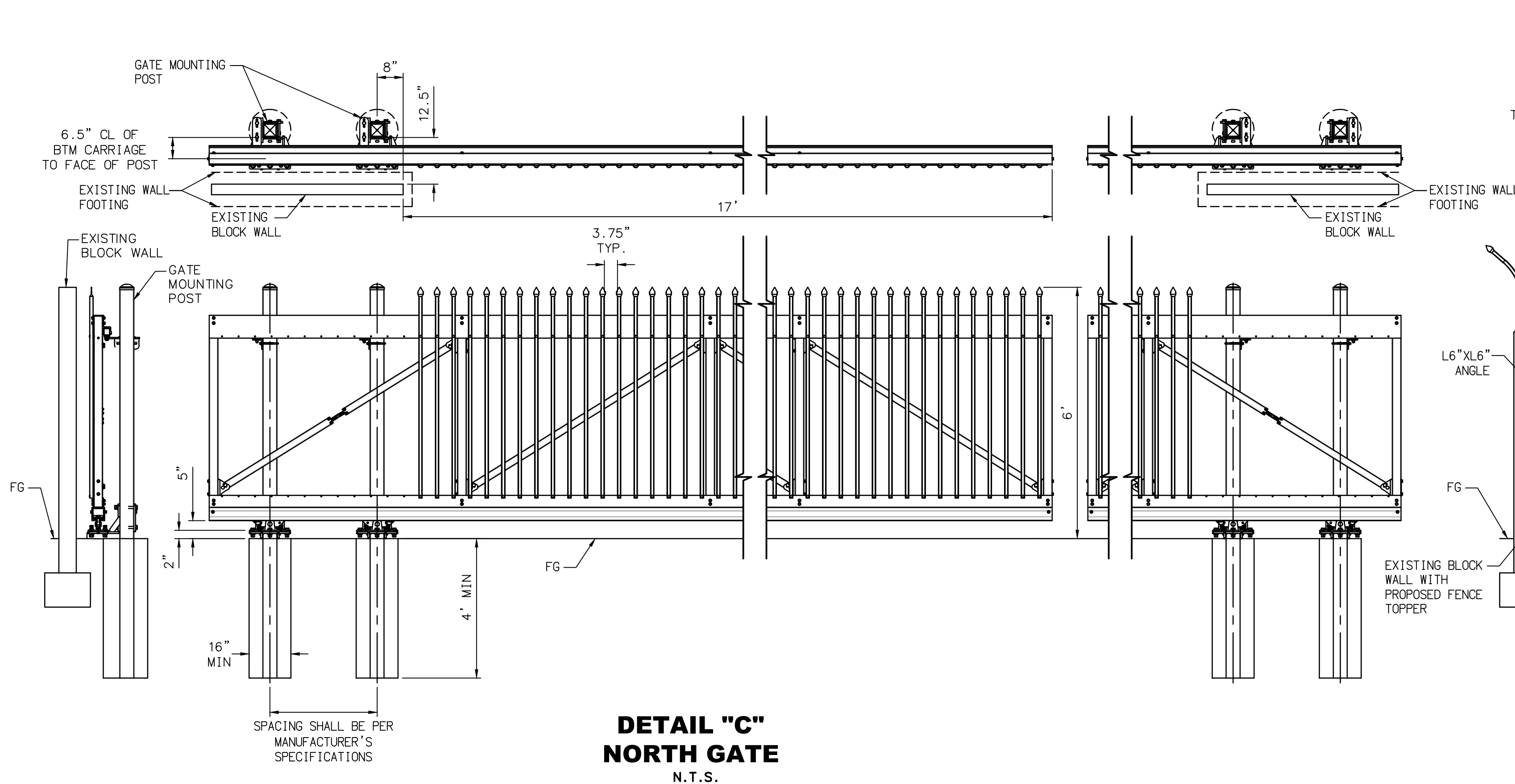




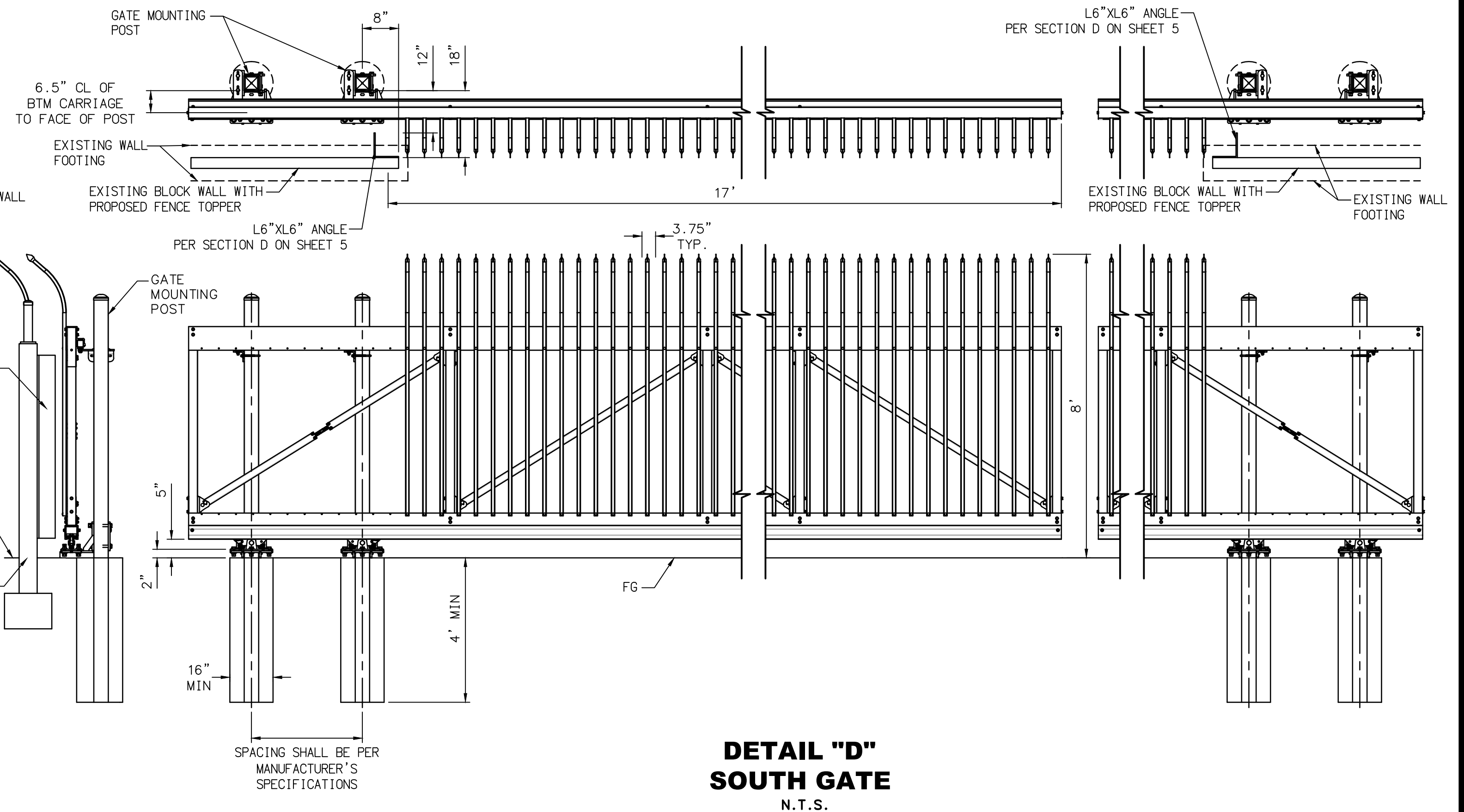
**DETAIL "A"**  
**SOUTHWEST WALL FENCING**  
N.T.S.



**DETAIL "B"**  
**FORERUNNER RAIL**  
N.T.S.



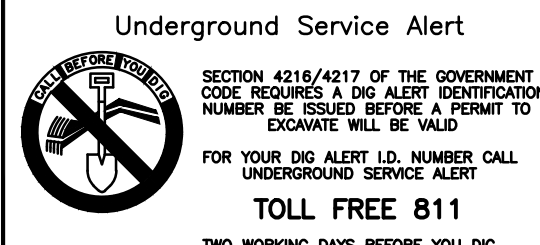
**DETAIL "C"**  
**NORTH GATE**  
N.T.S.



**DETAIL "D"**  
**SOUTH GATE**  
N.T.S.



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<b>WEST VALLEY WATER DISTRICT</b>	
<b>ZONE 6 RESERVOIR SITE FENCING PROJECT</b>	
<b>W24007</b>	
<b>FENCE AND GATE DETAILS</b>	
SHEET	4 OF 5
SHEETS	DWG. NO. C2



**ADDENDUM NO. 1**  
**MARCH 5, 2025**

WEST VALLEY WATER DISTRICT  
RIALTO, CALIFORNIA

CONTRACT DOCUMENTS  
FOR  
ZONE 6 RESERVOIR SITE FENCING

BID DATE: 5:00 P.M WEDNESDAY, MARCH 12, 2025

LOCATION: WEST VALLEY WATER DISTRICT  
855 WEST BASELINE RD  
RIALTO, CALIFORNIA 92376

The following information, clarifications, changes, additions and/or deletions shall be made to the above referenced plans and specifications.

**CHANGES**

Remove 3.46' of proposed fence topper from southwest wall on sheet 3 and delete Detail "A" from sheet 4.

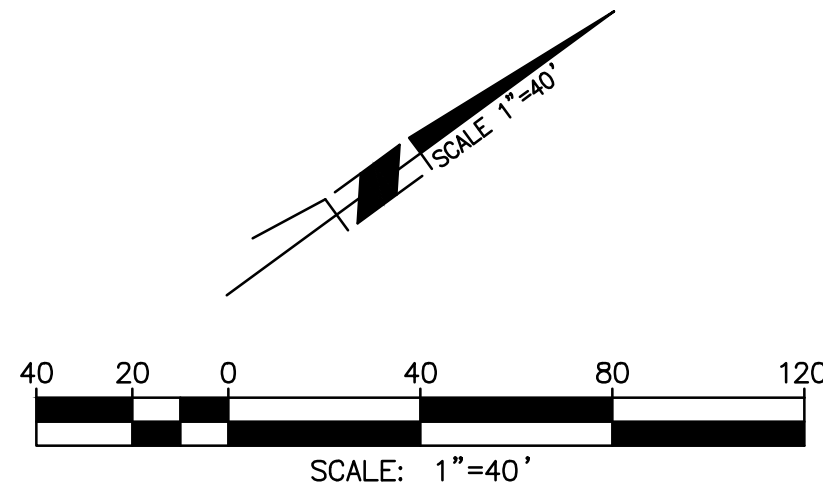
Add gate post concrete pile details to structural details on sheet 5.



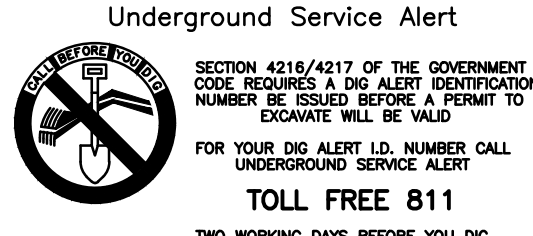


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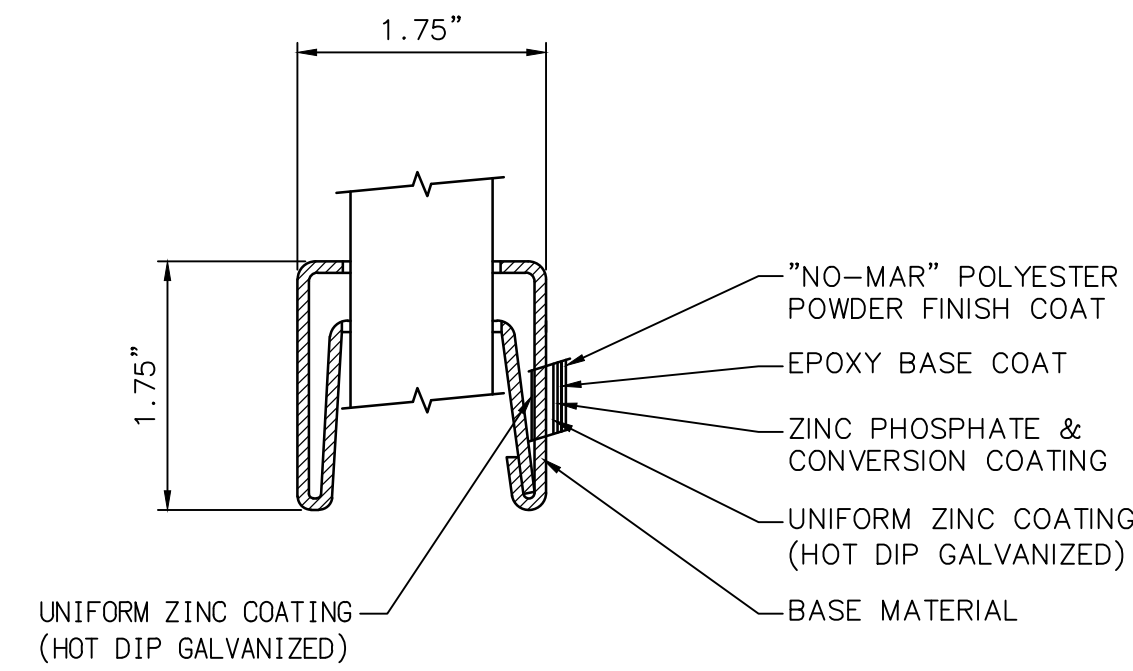
**Michael Baker**  
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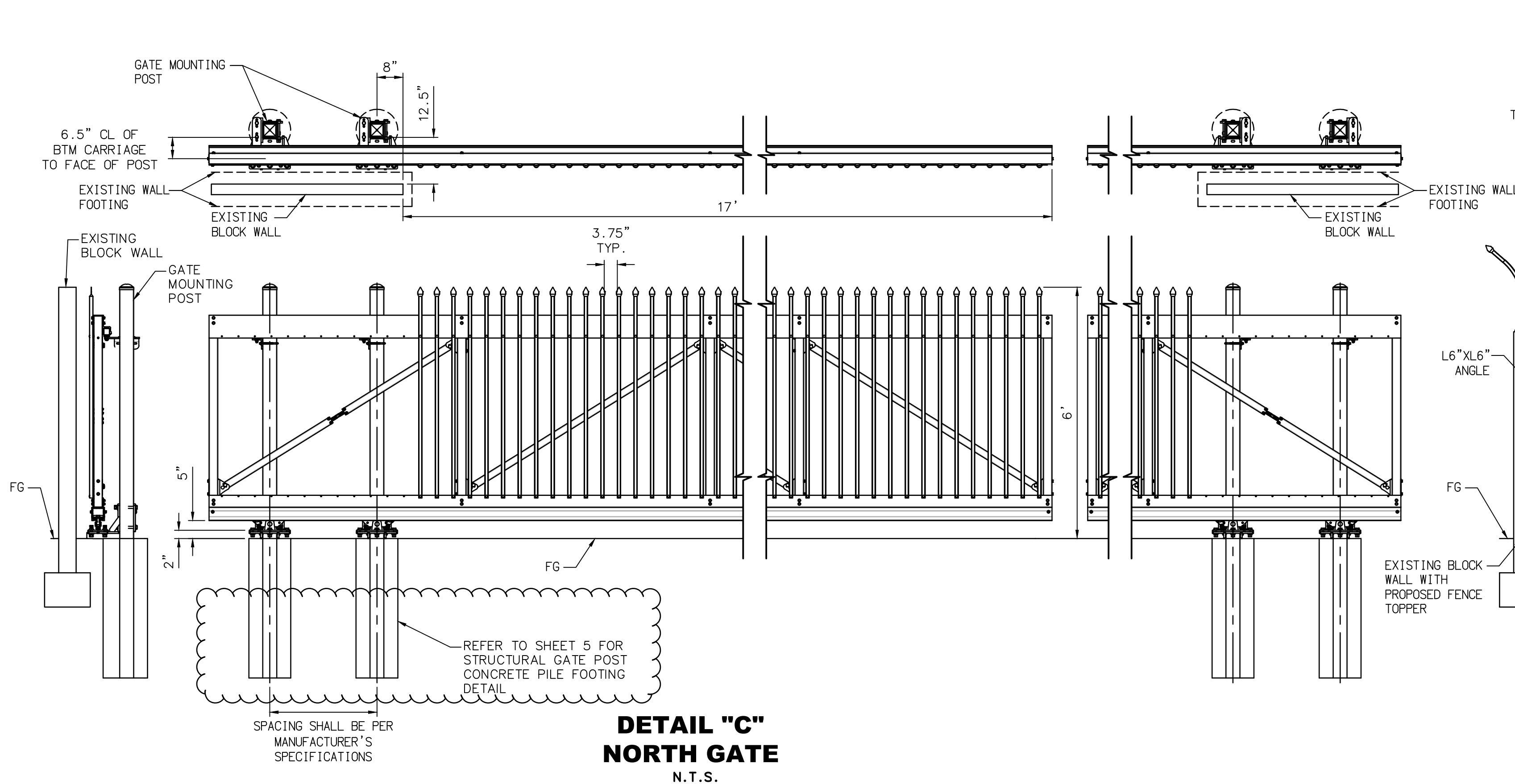
**WEST VALLEY WATER DISTRICT**  
**ZONE 6 RESERVOIR SITE FENCING PROJECT**  
**W24007**  
**IMPROVEMENT PLAN**

SHEET  
3 OF 5  
SHEETS  
DWG. NO.  
C1

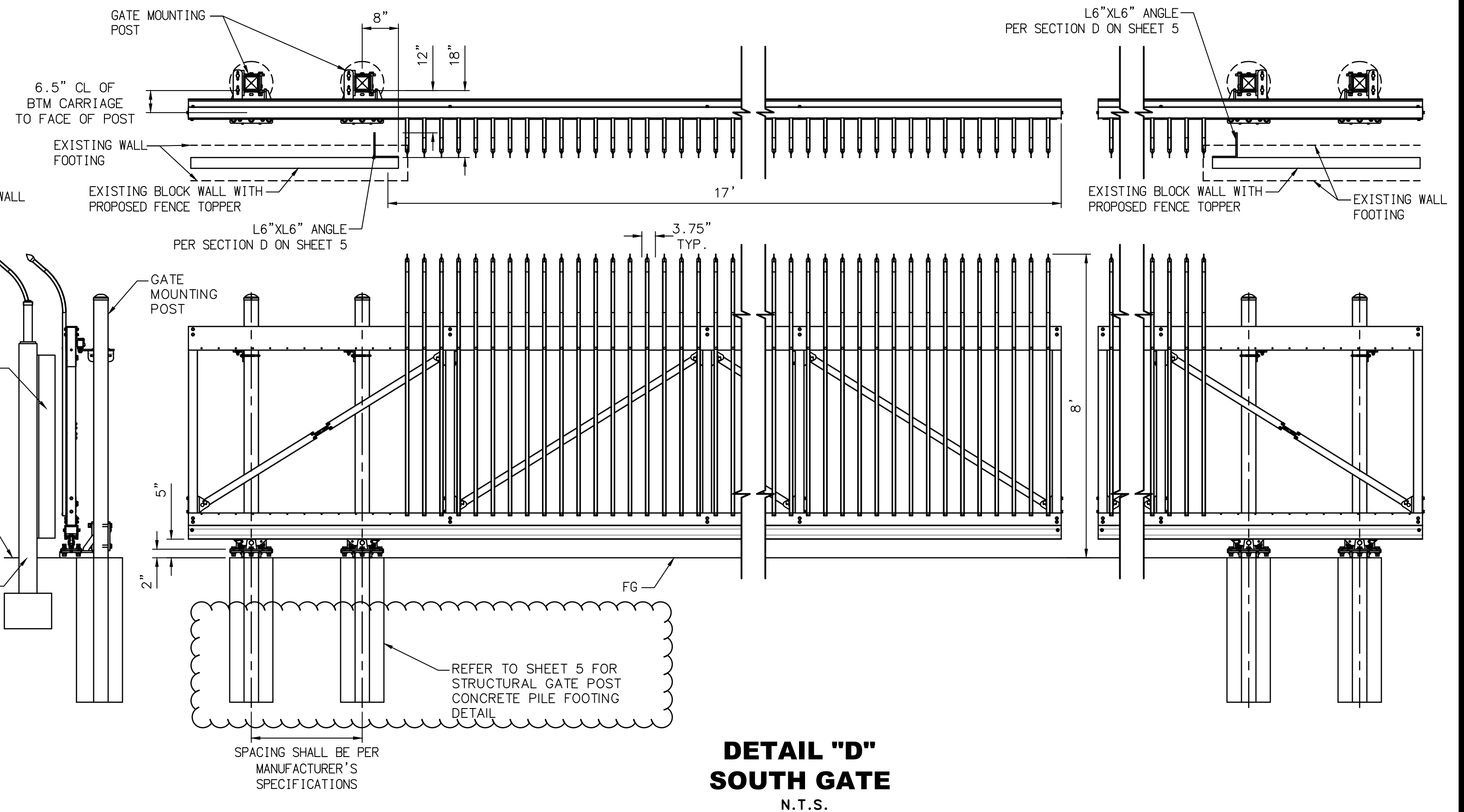




**DETAIL "B"**  
**FORERUNNER RAIL**  
N.T.S.



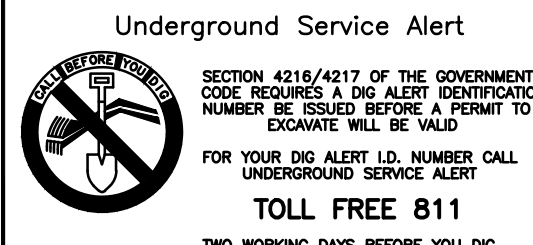
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**NORTH GATE**  
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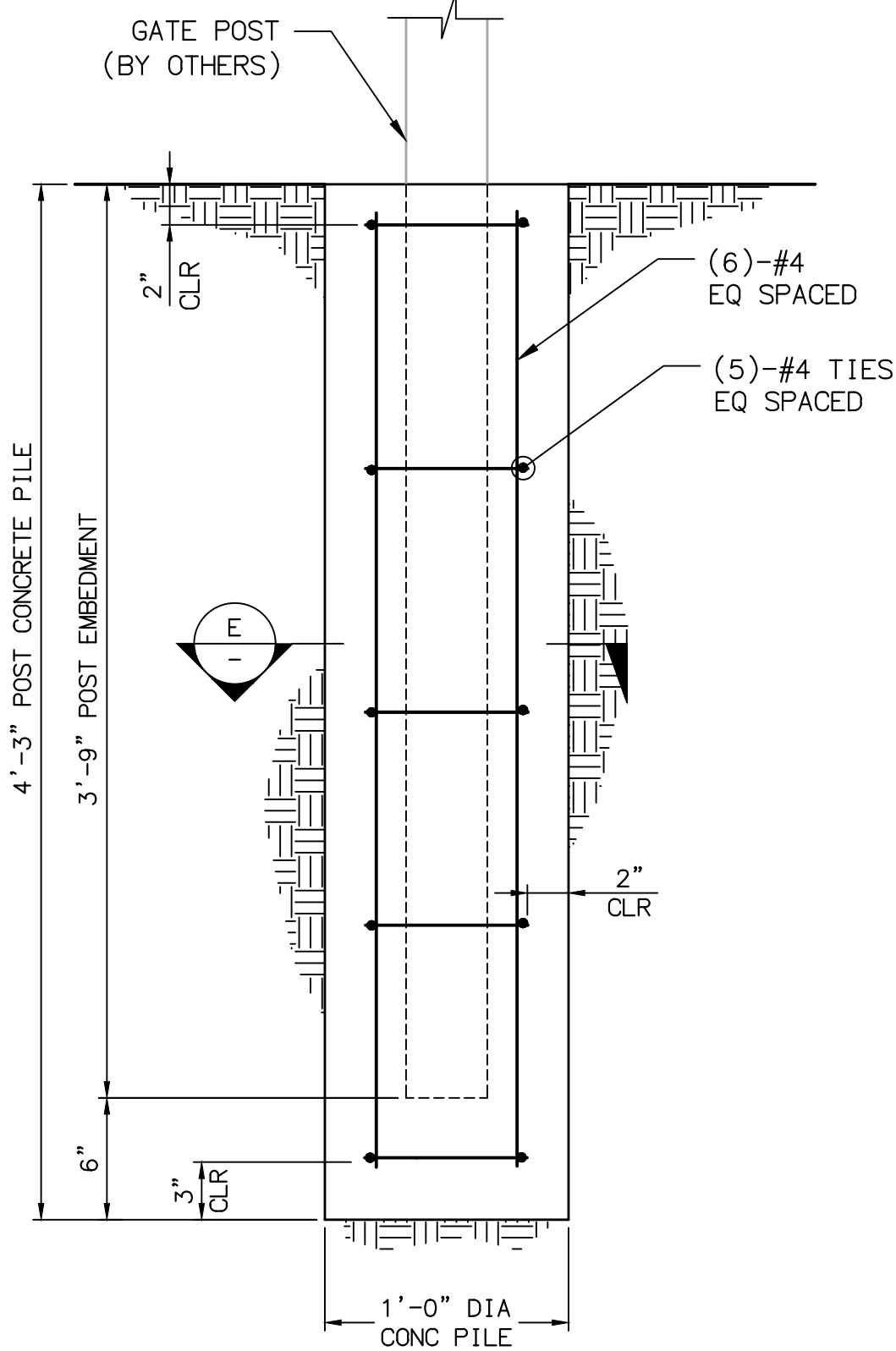
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<b>WEST VALLEY WATER DISTRICT</b>	
<b>ZONE 6 RESERVOIR SITE FENCING PROJECT</b>	
<b>W24007</b>	
<b>FENCE AND GATE DETAILS</b>	
SHEET	4 OF 5
SHEETS	
DWG. NO.	C2

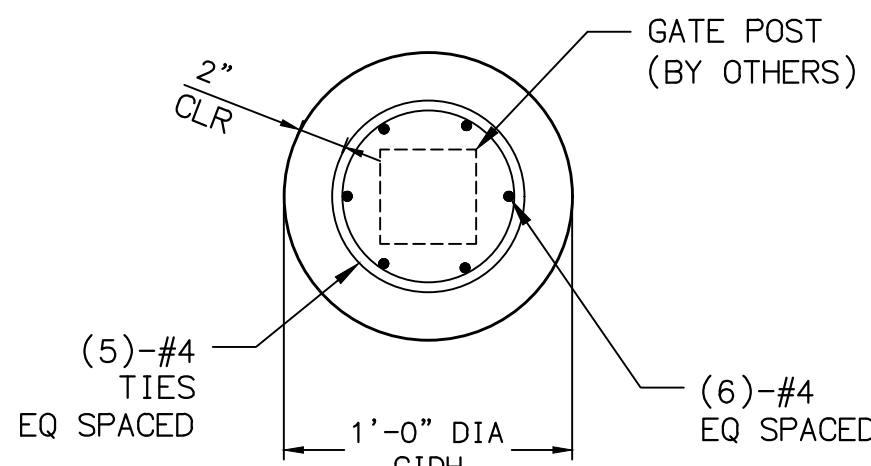
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GATE POST CONC PILE - ELEVATION VIEW

SCALE: 1-1/2" = 1'-0"

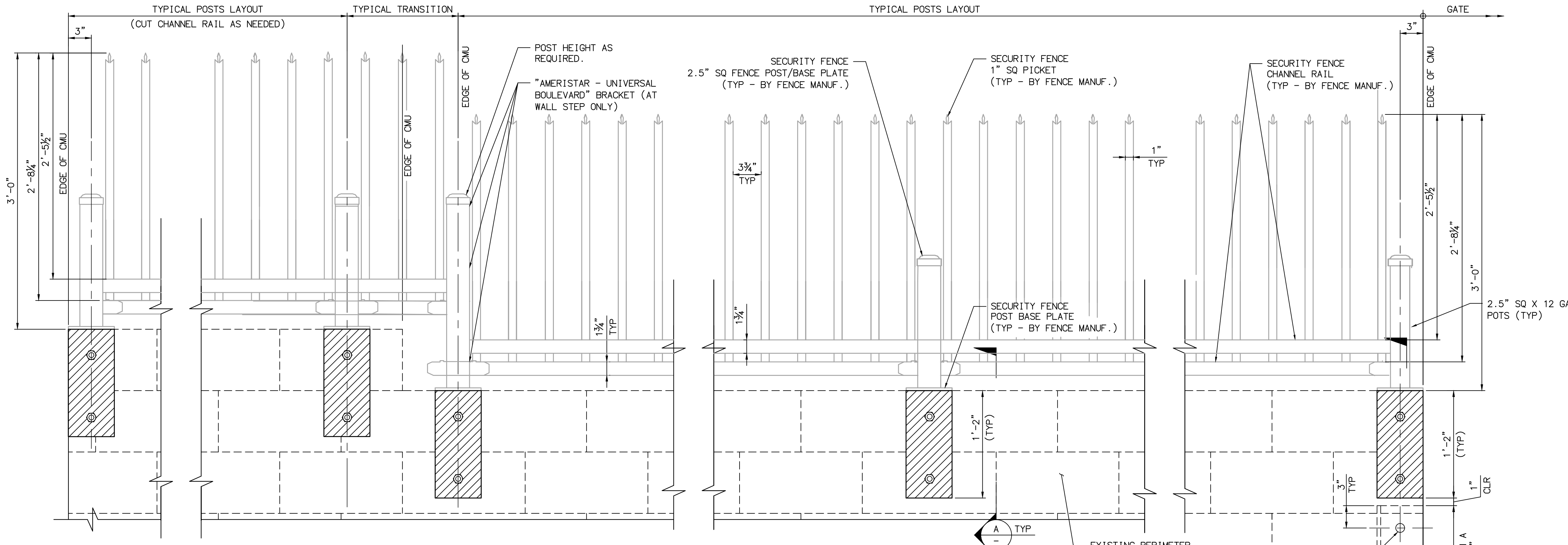


SECTION

SCALE: 1-1/2" = 1'-0"

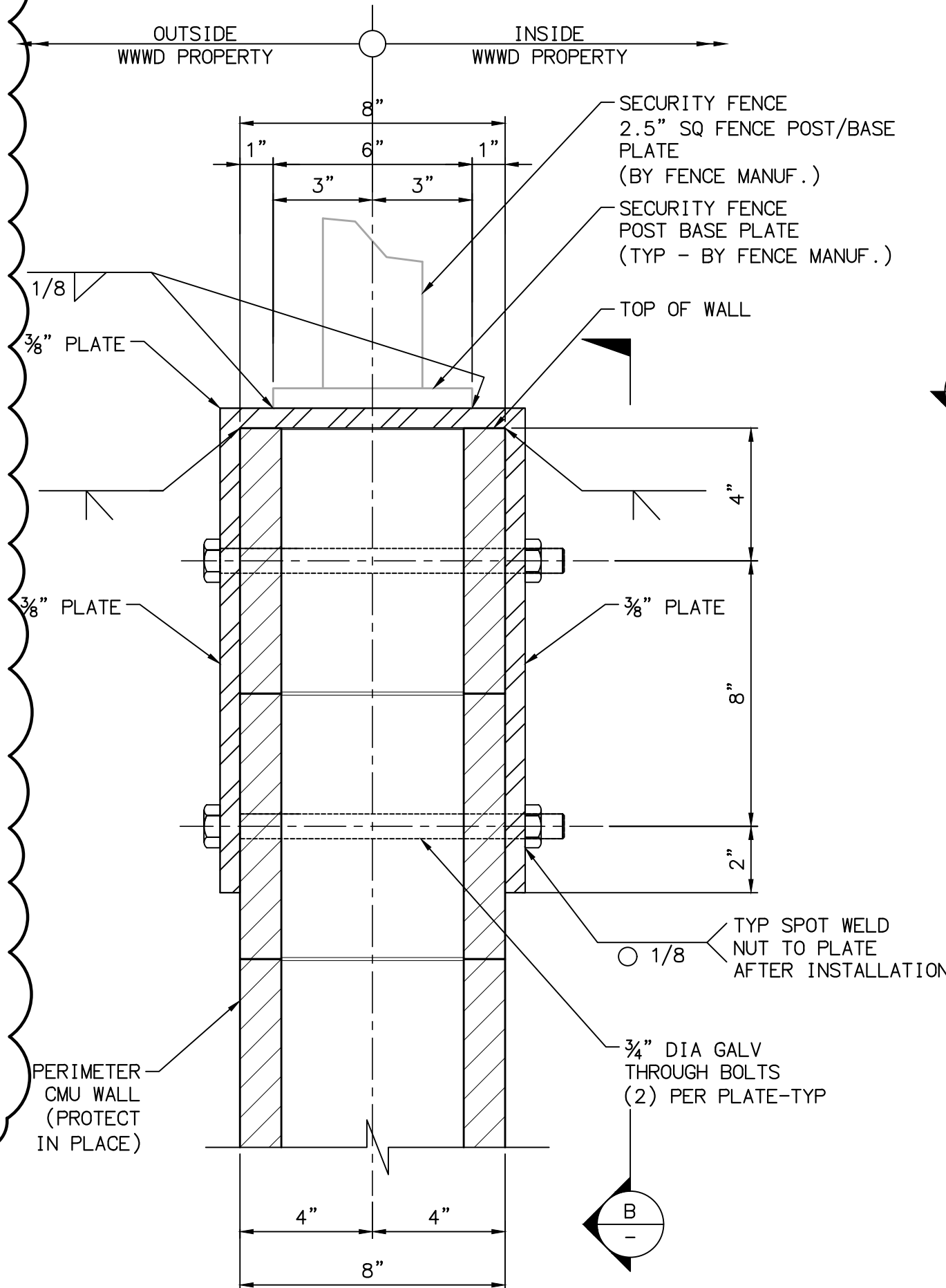
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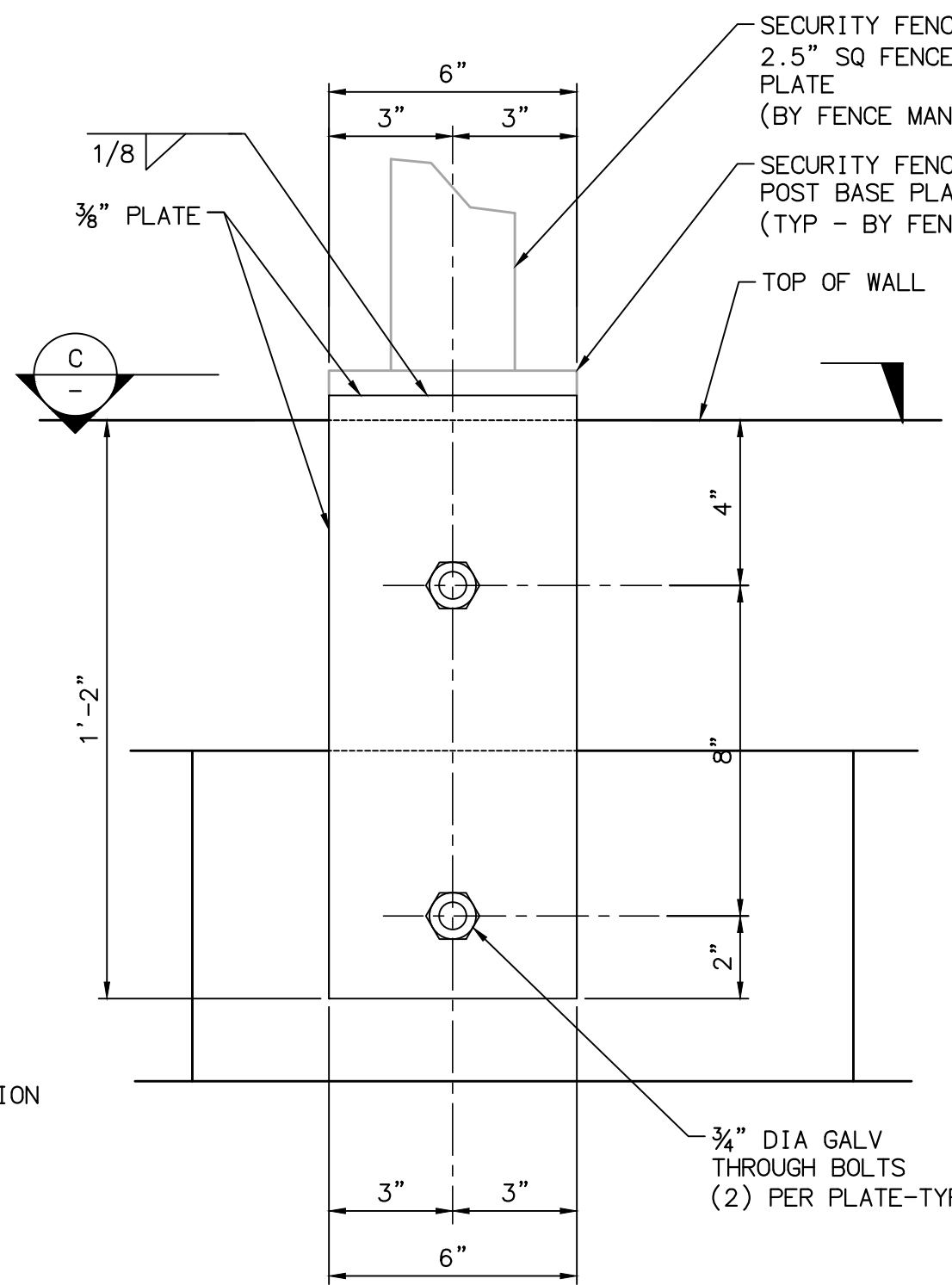
PERIMETER CMU WALL SECURITY FENCE - ELEVATION VIEW

SCALE: 1-1/2" = 1'-0"



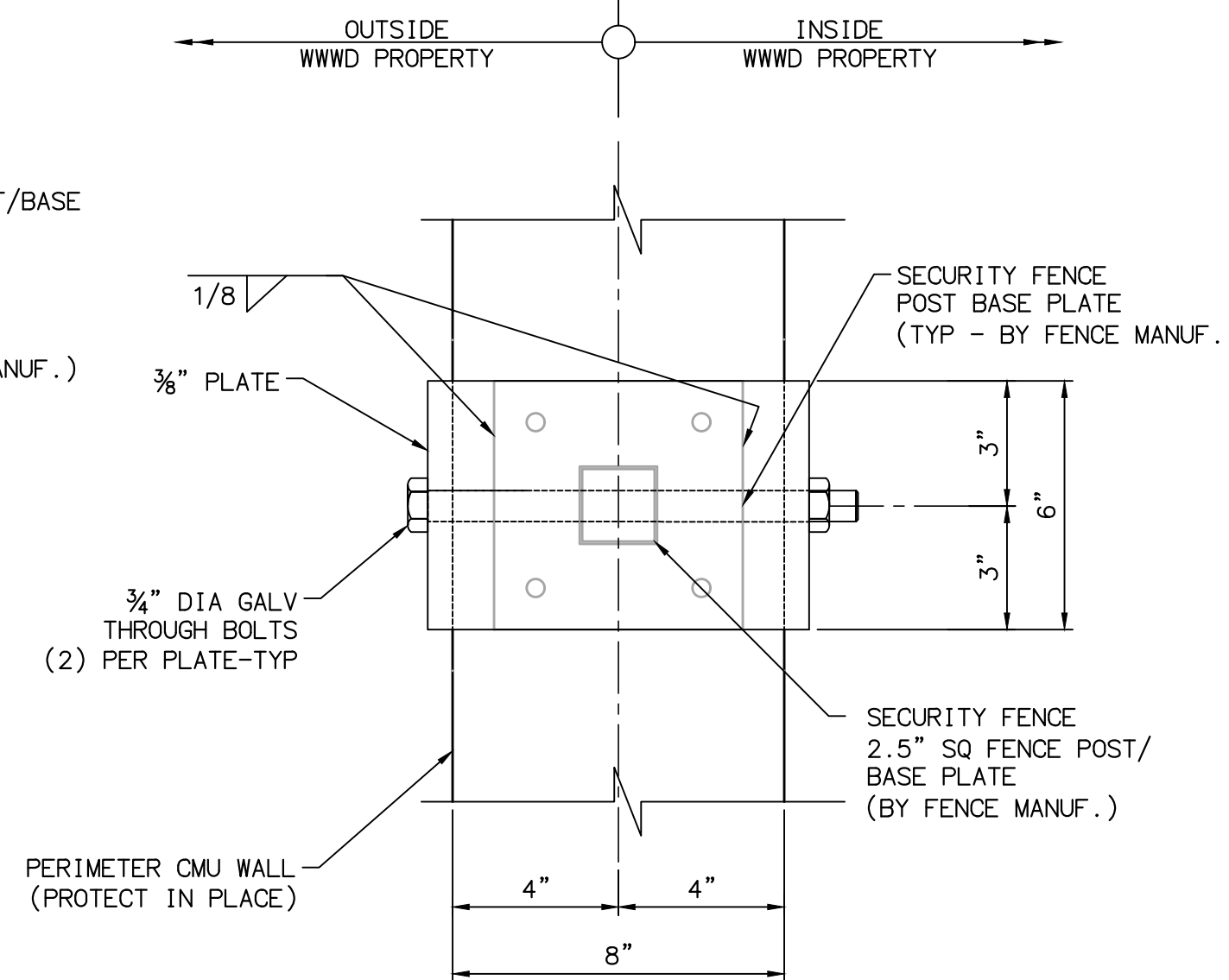
SECTION

SCALE: 3" = 1'-0"



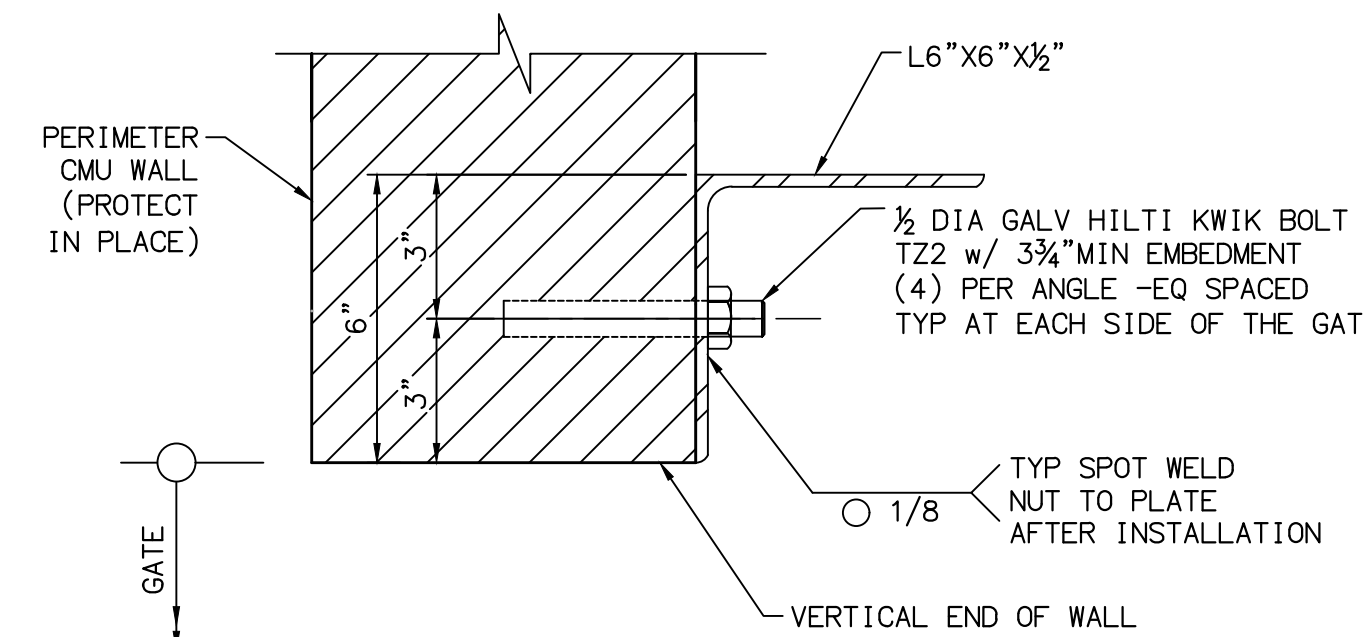
SECTION

SCALE: 3" = 1'-0"



SECTION

SCALE: 3" = 1'-0"



SECTION

SCALE: 3" = 1'-0"

MATERIALS NOTES

GENERAL NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE 2022 CALIFORNIA BUILDING CODE (CBC).

SCOPE OF WORK:

1. THE SECURITY FENCE PANEL SHALL BE "AEGIS II STEEL PANEL - SPECIAL" AS MANUFACTURED BY "AMERISTAR", OR APPROVED EQUAL. COLOR TO BE ESTABLISHED BY WWWD.
2. THE LENGTH OF SECURITY FENCING TO BE INSTALLED IS 294LF.

STRUCTURAL STEEL:

1. ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE FABRICATED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS. SPECIAL INSPECTION SHALL BE PROVIDED FOR ALL STRUCTURAL STEEL.
2. PLATES BARS AND ITEMS OF MISCELLANEOUS METALWORK SHALL CONFORM TO ASTM A36, AND SHALL BE GALVANIZED.
3. ANCHOR BOLTS SHALL CONFORM TO ASTM A307, AND SHALL BE GALVANIZED.
4. MECHANICAL ANCHORS SHALL BE GALVANIZED AND SHALL BE INSTALLED USING MANUFACTURER'S INSTRUCTIONS.
5. ALL WELDING SHALL BE SHIELDED ARC TYPE AND SHALL BE PERFORMED BY A CERTIFIED WELDER IN A BUILDING DEPARTMENT APPROVED SHOP. CONTINUOUS INSPECTION IS REQUIRED OF ALL FIELD WELDING.
6. ALL STRUCTURAL STEEL EXPOSED TO WEATHER SHALL BE GALVANIZED..

SPECIAL INSPECTIONS:

1. NO SPECIAL INSPECTIONS ARE REQUIRED.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

**Underground Service Alert**  
SECTION 4216/A217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT NOTIFICATION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE WILL BE VALID.  
FOR YOUR DIG ALERT ID, NUMBER CALL  
TOLL FREE 811  
TWO WORKING DAYS BEFORE YOU DIG

Revision	No.	By	Date	Approval
ADDED GATE POST CONCRETE PILE DETAILS	1	CS	2/26/25	

APPROVED				
Designed	CS	Checked	LD	Scale:
Drawn	JDA	Job No.	200897	AS SHOWN

**Michael Baker**  
INTERNATIONAL

3536 CONCOURS ST.,  
SUITE 100  
ONTARIO, CA 91764  
PHONE: (909) 974-4900  
MBAKERINTL.COM

**WEST VALLEY WATER DISTRICT**  
**ZONE 6 RESERVOIR SITE FENCING PROJECT**  
**W24007**  
**NOTES & DETAILS**

SHEET  
5 OF 5  
SHEETS  
DWG. NO.  
S1



# WEST VALLEY WATER DISTRICT

## **AGREEMENT**

### **Name of Project**

This Contract is made this xxth day of Month, 2025 between the West Valley Water District ("WVWD") and Name of Contractor. ("Contractor"). WVWD and Contractor may be collectively referred to as "Parties" and individually as a "Party."

## **RECITALS**

- A. WVWD is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.
- B. WVWD desires to engage Contractor for performance of the following public work of improvement of the **Name of Project** (the "Project or the Work").
- C. Contractor represents that it is a licensed contractor pursuant to Section 7000 et seq. of the Business and Professions Code in the classification 724233 which it shall maintain for the duration of the Contract.
- D. Contractor further represents that it has examined and is fully familiar with all of the provisions of the Contract Documents; that it has 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, and all other matters which can in any way affect the Work or the cost thereof.
- E. Contractor has submitted a proposal to WVWD, incorporated herein by this reference, to perform all work and furnish the labor, supervision, materials and equipment, and operations necessary and required to complete the Project in strict accordance with the provisions of the Contract Documents, and at the prices stated.
- F. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which the Contractor shall complete the Project.

## **SECTION 1 - SCOPE**

- A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

### **SUMMARY OF SCOPE.**

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- 1. Submit any required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 60 working days after the date WVWD issues a Notice to Proceed and before the preconstruction meeting.
- 2. Submit a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
- 3. Protect all materials to be used in the Work in accordance with the specifications.

4. Protect existing facilities and personal property.
  5. Attend a preconstruction conference with WVWD to discuss schedule, access, sequence of work, and other issues.
  6. If requested by WVWD, prepare and submit a written daily activity report to WVWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to WVWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
  7. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
  8. Coordinate with owner-scheduled events.
  9. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
  10. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.
- B. The following documents are incorporated into and made part of this Contract by this reference:
1. Insurance Requirements (Attachment A)
  2. Designation of Subcontractors Form (Attachment B)
  3. Public Works Contractor Registration Certification Payment and Performance Bonds (Attachment C)
  4. Scope of Work (Attachment D)
  5. Change orders issued in accordance with the Contract Documents
- C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Contract, Insurance Requirements, and Contractor's Proposal/Schedule of Pay Items.
- D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

## SECTION 2 - PRICE

- A. WVWD agrees to pay, and Contractor agrees to accept, the sum of \$XXXXXX (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by WVWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.
- B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. WVWD shall make payment within thirty (30) days of receipt of an undisputed payment application, less five percent retention. WVWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date WVWD accepts the Work. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by WVWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by WVWD, for unit price items listed, if any, in the Schedule of Pay Items. Following WVWD's acceptance of the Work, the Contractor shall submit to WVWD a written statement of the final quantities of unit price items for inclusion in the final payment request. WVWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment. WVWD makes no representation that the actual quantities of work performed will not vary from the estimates

- C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to WVWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136, and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.
- D. In accordance with California Public Contract Code Section 22300, WVWD will permit the substitution of securities for any monies withheld by WVWD to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with WVWD, or with a state or federally chartered bank in California as the escrow agent, and thereafter WVWD shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time WVWD has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The escrow agreement used for the purposes of this Section shall be in the form provided by WVWD.

## SECTION 3 - ENTIRE AGREEMENT

This Contract represents the entire agreement between WVWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

## SECTION 4 - TIME

- A. Contractor shall complete the Project no later than **XXX Calendar Days** following WVWD's issuance of the Notice to Proceed (the "Contract Time").
- B. Contractor shall provide WVWD with scheduling information in a form acceptable to WVWD, including any changes made by WVWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.
- C. If Contractor fails to complete the Project within the Contract Time, WVWD will sustain damage. It is and will be impracticable to determine the actual damage which WVWD will sustain in the event of and by reason of such delay; therefore, Contractor will pay to WVWD the sum of **\$1,000** for each and every calendar day beyond expiration of the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that WVWD may deduct the amount thereof from any monies due or that may become due to the Contractor under the Contract.
- D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, WVWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of WVWD; and if it decides to extend Contract Time, WVWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.
- E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within three (3) days from the beginning of any such delay, notify WVWD, in writing of the causes of delay. WVWD shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.
- F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of WVWD, Contractor must give WVWD written notice of the commencement of delay within three (3) days of its occurrence.

## SECTION 5 - LABOR

- A. **Prevailing Wages.** The Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, WVWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of WVWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to WVWD not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar 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.

- B. Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- 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. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to WVWD, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

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 on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

D. Public Works Contractor Registration

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. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Contractor shall execute the Public Works Contractor Registration Certification attached hereto as Attachment C, attesting to the facts contained therein. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form attached hereto as Attachment B.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

E. Hours of Work.

1. Eight (8) hours of work shall constitute a legal day's work. The 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.

2. The Contractor shall perform all work during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise authorized by WVWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from WVWD. The request must be received at least two (2) working days in advance of any work. No work will be allowed on WVWD Holidays except in the case of an emergency. A listing of WVWD holidays is on file in the office of WVWD. If Contractor requests overtime work in which WVWD will incur costs, Contractor shall be responsible for payment of WVWD's costs incurred in connection with the overtime work. WVWD will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, WVWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.
- F. Labor Compliance. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- G. Labor Certification. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:  
  
"I am aware of the 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 before commencing the performance of the work of this contract."
- H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

## **SECTION 6 - CHANGES IN WORK**

- A. Contractor shall make no changes in the Work without written direction from WVWD. Contractor shall not be compensated for any change made without WVWD's written direction. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Agreement.
- B. If WVWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:
  1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
  2. By a combination of existing and new unit prices and related quantities for the changed work;
  3. Time and Materials, calculated as set forth in Section 6(C), below; or
  4. By mutual acceptance of a lump sum.
- C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
  - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
  - (b) Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  - (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.
4. Work Performed by Special Forces or Other Special Services: When WVWD and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances, wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.
5. Overhead Defined. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine 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, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water, Home office 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.

6. Overhead and Profit for Time and Materials. For work Contractor performs on Time and Materials at WVWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.
  - (a) Overhead and profit on labor shall be fifteen percent (15%).
  - (b) Overhead and profit on materials shall be fifteen percent (10%).
  - (c) Overhead and profit on equipment rental shall be ten percent (10%).
  - (d) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
  - (e) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.
- D. If WVWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, WVWD will make a reasonable adjustment to the Contract Time.

## **SECTION 7 - CLAIMS AND DISPUTES**

- A. If any dispute shall arise between WVWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to WVWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.
- B. If a claim cannot be resolved through direct discussions between WVWD and Contractor, disputes for \$375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. WVWD shall respond in writing within the statutory time period(s), or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims WVWD may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. WVWD's response shall be submitted within the statutory timeframe after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- C. If a claim is more than \$375,000, WVWD shall respond in writing within a reasonable period of time to review and analyze the claim. The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.
- D. If the claimant disputes WVWD's response, or if WVWD fails to respond within the statutory time period(s), the claimant may so notify WVWD within 15 Days of the receipt of the

response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, WVWD shall schedule a meet and confer conference within 30 Days.

- E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by WVWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.
- G. Venue for any litigation arising out of or relating to this Contract shall be Riverside County, California.
- H. 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.

## **SECTION 8 - INSPECTION AND PROTECTION OF WORK**

- A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by WVWD.
- B. All Work shall be inspected by WVWD. The charges for inspection shall be in accordance with WVWD's regulations. If WVWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to WVWD. Work performed without inspection shall be rejected.
- C. Contractor shall make the work accessible at all reasonable times for inspection by WVWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by WVWD.
- D. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, WVWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.
- E. WVWD may reject materials or Work that does not meet the requirements of the Contract Documents. If WVWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to WVWD.

## **SECTION 9 - ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.
- B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and

specifications.

- C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.
- D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to WVWD, the subcontractor shall be removed immediately on the request of WVWD in the manner required by law and shall not again be employed on the work.
- E. Contractor shall not assign any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of WVWD, which consent may be withheld in WVWD's sole and absolute discretion.

## **SECTION 10 - TERMINATION**

- A. Should Contractor fail within seven (7) calendar days from receipt of WVWD's written notice to correct any default, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of WVWD, or failure to pay its creditors, WVWD may terminate this Contract and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, WVWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of WVWD's corrective action, including reasonable overhead, profit and attorneys' fees.
- B. WVWD may at any time terminate the Contract at WVWD's convenience upon five (5) days written notice to Contractor. In the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to WVWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against WVWD for any additional compensation or damages in the event of such termination.
- C. 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.

## **SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION**

- A. WVWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of WVWD's officers or employees.
- B. Contractor shall indemnify, defend with legal counsel approved by WVWD, and hold harmless WVWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or

related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of WVWD. Should conflict of interest principles preclude a single attorney from representing both WVWD and Contractor, or should WVWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse WVWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against WVWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of WVWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an indemnified party. However, without affecting the rights of WVWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless WVWD for liability attributable to the active negligence of WVWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where WVWD is shown to have been actively negligent and where WVWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of WVWD.
- D. In addition to any remedy authorized by law, contract funds sufficient to pay for any claim may be retained by WVWD until disposition has been made of such suits or claims for damage.

## **SECTION 12 - BONDS AND INSURANCE**

### **A. Bonds.**

- 1. Within fifteen (15) working days after being notified of the award of the contract, and before WVWD will execute this Agreement, the Contractor shall furnish and file with WVWD Performance and Payment Surety bonds as set forth below.
- 2. Contractor shall submit the bonds on the forms provided Attachment E, attached hereto, duly executed by a responsible corporate surety 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.

### **B. Insurance.**

- 1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to WVWD within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by WVWD.

## **SECTION 13 - WARRANTY**

Contractor warrants to WVWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Article shall not limit WVWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. WVWD specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

## **SECTION 14 - LAWS TO BE OBSERVED**

- A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify WVWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by WVWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to WVWD in writing.
- C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

## **SECTION 15 - CLEAN-UP**

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, WVWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

## **SECTION 16 - STATE LICENSE BOARD NOTICE**

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.

## **SECTION 17 - COMPLIANCE WITH STATE STORM WATER PERMIT**

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

## **SECTION 18 - MISCELLANEOUS**

### **A. Existing Utilities.**

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require WVWD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to WVWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify WVWD before starting 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.

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-upon 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.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by WVWD and the owners of underground facilities or their authorized



agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

B. Differing Site Conditions.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify WVWD in writing of any:
  - (a) Material that the Contractor believes may be material that is hazardous waste, 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,
  - (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or
  - (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
2. Contractor shall give Notice in accordance with the Change Order provisions above.
3. WVWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.
4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.
5. In the event a dispute arises between WVWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

C. Records and Audits.

1. Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.
2. Contractor shall permit WVWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. WVWD further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination of this Contract; and Contractor shall in no event dispose

of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

D. Clayton Act and Cartwright Act.

Section 7103.5 of the Public Contract Code specifies that 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5, the Contractor and all of its subcontractors hereby offer and agree to assign to WVWD all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when WVWD tenders final payment to the Contractor without further acknowledgement by the parties.

E. Contractor Supervision.

The Contractor shall provide competent supervision and staffing of the Work as approved by WVWD. As necessary, the Contractor or designated representative shall be present at all times while work is actually in progress. Supervisor(s) must be able to proficiently speak, read and write in English.

F. Character of Workers.

If persons employed by the Contractor, including any subcontractors, shall appear to WVWD to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of WVWD, and such person shall not again be employed on the Work.

G. Cooperation.

Should construction be under way by WVWD, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. WVWD reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

H. Notices.

All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

**West Valley Water District:**

855 W. Baseline Rd.  
Rialto, CA 92377  
Attn: Van Jew, Acting General Manager

**Name of Contractor**

Address

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_

Printed Name: Gregory Young

Title: President, Board of Directors

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

By: \_\_\_\_\_

Printed Name: John Thiel

Title: General Manager

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

By: \_\_\_\_\_

Printed Name: Elvia Dominguez

Title: Board Secretary

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

**APPROVED AS TO FORM****BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_

Printed Name: Jeff Ferre

**NAME**

By: \_\_\_\_\_

(Authorized Representative of Contractor)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Attach Acknowledgment for Authorized Representative of Contractor)

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

License No.: \_\_\_\_\_

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS**

1. Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory 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.
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by the 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 Contract and shall verify 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, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy 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.
  - (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1 Million per occurrence, \$2 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation: statutory limits. Employer's Liability limits of \$1 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. 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 Contract 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.

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 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 Insured named in the Special Conditions, 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 shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(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 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 Insured named in the Special Conditions, 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 shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. 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) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against WVWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Contract shall be endorsed to include the following provisions:

- (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to WVWD and all additional insureds,
- (ii) 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,
- (iii) standard separation of insureds provisions,
- (iv) no special limitations on the scope of protection afforded to WVWD, and all additional insureds,
- (v) 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 required to provide 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.

4. 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 Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
5. Claims Made Policies. Claims made policies are not acceptable.
6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Contract until Contractor has verified that the subcontractor has provided evidence to WVWD that they have secured all insurance required under this Section. If requested by Contractor, WVWD may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and WVWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.
7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to WVWD.
8. 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.

9. 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.

## **END OF INSURANCE REQUIREMENTS**

**ATTACHMENT B**  
**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., Contractor shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

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

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**ATTACHMENT C**  
**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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 <https://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.

Contractor 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 Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor 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.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

**ATTACHMENT D**  
**CONTRACTOR'S PROPOSAL**



**SCOPE OF SERVICES**

**ATTACHMENT E**  
**BOND FORMS**



## 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 the 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 the 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 therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' 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

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by Attorney-In-Fact.)

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  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

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.

Place Notary Seal Above

\_\_\_\_\_  
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

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

**END OF PERFORMANCE BOND**

## 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.

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

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 (Proper 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  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)  
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.

Place Notary Seal Above

\_\_\_\_\_  
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

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

### END OF PAYMENT (LABOR AND MATERIALS) BONDS

# Exhibit B





**Zone 6 Reservoir Complex**

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
5	Zone 6 Reservoir Complex	52	6	6	3		2	2	1			

Acreage: 6.25 acres

Area: 272,400 sq. ft.







## STAFF REPORT

**DATE:** May 1, 2025  
**TO:** Board of Directors  
**FROM:** Gustavo Gutierrez, Finance Manager  
**SUBJECT:** Purchase Order Report - March 2025

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### **STRATEGIC GOAL:**

Strategic Goal 6 – Demonstrate Effective Financial Stewardship

D. Maintain a Data Driven Approach and Financial-Based Decision-Making

### **MEETING HISTORY:**

4/14/25 Finance Committee

### **BACKGROUND:**

The West Valley Water District ("District") generated fifty (50) Purchase Orders ("PO") in the month of March 2025 to various vendors that provide supplies and services to the District. The total amount issued to PO's for the month of March 2025 was \$1,296,521.93. A table listing all Purchase Orders for March 2025 is shown in **Exhibit A**. In examining the monthly activity of purchase orders \$25,000 or greater, it reveals that there were six PO's amounting to \$967,468.48 or 74.6% of the total contractual obligations entered into during the month. These six PO's \$25,000 or greater are detailed below:

Purchase Order #	Vendor Name	Description of Purchases
25-0342	B L WALLACE DISTRIBUTOR INC	Meter Box #3 Order
25-0343	SB VALLEY MUNICIPAL	Cost Sharing Agreement for the 2025 RUWMP
25-0344	GOLDEN EMPIRE CONCRETE PRODUCTS, INC	Chlorination buildings
25-0355	ERS INDUSTRIAL SERVICES INC.	Plant 5 Filter Media Replacement and Coating
25-0366	GOLDEN WEST FENCE	Well 30 Wrought Iron Fence and Gates
25-0394	GENERAL PUMP COMPANY INC	"EMERGENCY CIP" - Well 2 Removal and Inspection
		<b>Total:</b>

### **DISCUSSION:**

There were no Change Orders ("CO") approved at the General Manager's approval level during the month of March 2025.

**FISCAL IMPACT:**

There is no fiscal impact for producing the March 2025 Purchase Order Report.

**STAFF RECOMMENDATION:**

Approve the March 2025 Purchase Order Report.

**Attachments**

[Exhibit A - March 2025 Purchase Order Report.pdf](#)



# Exhibit A



West Valley Water District, CA

# Purchase Order Summary Report

## Purchase Order Detail

Issued Date Range 03/01/2025 - 03/31/2025

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0342	METER BOX #3 ORDER 01713 - B L WALLACE DISTRIBUTOR INC	Completed West Valley Water District	3/3/2025 3/3/2025	0.00	49,682.50
25-0343	Cost Sharing Agreement for the 2025 RUWMP 00077 - SB VALLEY MUNICIPAL	Outstanding West Valley Water District	3/3/2025 3/17/2025	0.00	38,960.00
25-0344	Chlorination buildings 02866 - GOLDEN EMPIRE CONCRETE PRODUCTS, INC	Outstanding West Valley Water District	3/3/2025 3/17/2025	0.00	150,797.00
25-0345	8" Backflow Prevention Device for District 00066 - GRAINGER INC	Outstanding West Valley Water District	3/4/2025 3/18/2025	0.00	16,971.51
25-0347	Bloomington Area Phase 3B - Update Bid Package 01440 - ALBERT A WEBB ASSOCIATES	Outstanding West Valley Water District	3/4/2025 3/18/2025	0.00	17,350.00
25-0349	CHEM-FEED® Plastic Duplex Skid 01288 - BLUE - WHITE INDUSTRIES LTD	Outstanding West Valley Water District	3/4/2025 3/18/2025	0.00	16,258.96
25-0350	AC installation in executive area 00828 - CONTROL TEMP INC	Completed West Valley Water District	3/4/2025 3/18/2025	0.00	6,150.00
25-0351	Replacement of gate keypad 00676 - AUTOMATED GATE SERVICES INC	Partially Received West Valley Water District	3/4/2025 3/18/2025	0.00	1,395.00
25-0352	Monitoring wells pump installation 02267 - BLAINE TECH SERVICES INC	Completed West Valley Water District	3/4/2025 3/18/2025	0.00	2,775.00
25-0353	PM contract for Hach instrumentation analyzers 00114 - HACH COMPANY	Outstanding West Valley Water District	3/4/2025 3/18/2025	0.00	15,311.28
25-0355	Plant 5 Filter Media Replacement and Coating 00467 - ERS INDUSTRIAL SERVICES INC.	Outstanding West Valley Water District	3/5/2025 3/19/2025	0.00	563,470.00
25-0356	Hydro Excavator PM Service 01654 - HAAKER EQUIPMENT COMPANY	Completed West Valley Water District	3/5/2025 3/19/2025	0.00	2,747.88
25-0357	Earth Day Rentals 01742 - CLASS'E PARTY RENTALS	Completed West Valley Water District	3/5/2025 3/19/2025	0.00	6,700.27
25-0358	RMG Communications Consultant 02825 - RMG COMMUNICATIONS	Completed West Valley Water District	3/5/2025 3/19/2025	0.00	5,750.00
25-0359	30158 ORDER 00748 - YO FIRE	Completed West Valley Water District	3/6/2025 3/6/2025	0.00	954.00
25-0360	Sample Station Upgrades 02847 - EZ RIG CRANES, INC	Outstanding West Valley Water District	3/6/2025 3/20/2025	0.00	8,757.27
25-0361	DC Frost Pre Treatment Parts 00848 - DC FROST ASSOCIATES INC	Outstanding West Valley Water District	3/6/2025 3/20/2025	0.00	7,990.63
25-0362	Blanket PO for emergency fueling during PSPS event 00035 - MERIT OIL COMPANY	Partially Received West Valley Water District	3/6/2025 3/20/2025	0.00	8,875.33

**Purchase Order Summary Report**
**Issued Date Range 03/01/2025 - 03/31/2025**

<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>
25-0363	Blanket PO for emergency work at 4-1 BST # 1 01124 - GENERAL PUMP COMPANY INC	Completed West Valley Water District	3/6/2025 3/20/2025	0.00	20,693.00
25-0364	Programming for ClaVal controler @ Well 18A 00641 - CLA VAL CO	Completed West Valley Water District	3/6/2025 3/20/2025	0.00	1,169.00
25-0365	MXU Warranty Housing Replacement 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	3/6/2025 3/20/2025	0.00	4,270.00
25-0366	Well 30 Wrought Iron Fence and Gates 02865 - GOLDEN WEST FENCE	Outstanding West Valley Water District	3/11/2025 3/25/2025	0.00	135,899.98
25-0367	Chlorine tanks for wells 00244 - HARRINGTON INDUSTRIAL PLASTICS	Outstanding West Valley Water District	3/11/2025 3/25/2025	0.00	23,728.06
25-0368	60220 ORDER 00748 - YO FIRE	Completed West Valley Water District	3/11/2025 3/11/2025	0.00	125.00
25-0370	6" fitting for Roemer Trailer pump 01089 - S&J SUPPLY CO INC	Outstanding West Valley Water District	3/11/2025 3/25/2025	0.00	4,143.80
25-0371	70472 ORDER 00748 - YO FIRE	Completed West Valley Water District	3/12/2025 3/12/2025	0.00	108.00
25-0372	95117 ORDER 01089 - S&J SUPPLY CO INC	Completed West Valley Water District	3/12/2025 3/12/2025	0.00	2,211.00
25-0373	Fire sprinkler system repairs 01606 - CHAMPION FIRE SYSTEMS, INC.	Completed West Valley Water District	3/12/2025 3/26/2025	0.00	5,130.00
25-0374	Vmware Anual subscription 2025 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	3/13/2025 3/27/2025	0.00	4,795.20
25-0375	2025 Autocad LTE Subscription 00642 - DLT SOLUTIONS LLC	Outstanding West Valley Water District	3/13/2025 3/27/2025	0.00	1,964.50
25-0376	Digital pH Sensor for Roemer 00114 - HACH COMPANY	Completed West Valley Water District	3/13/2025 3/27/2025	0.00	1,727.24
25-0377	Motor Drive replacement, BST 1 at East Complex 02412 - TESS ELECTRIC INC	Outstanding West Valley Water District	3/13/2025 3/27/2025	0.00	23,098.00
25-0378	HYDRANT STEM AND CARRIER 02836 - ORANGE COUNTY WINWATER WORKS	Outstanding West Valley Water District	3/13/2025 3/13/2025	0.00	672.75
25-0379	HYDRANT PARTS 00055 - WESTERN WATER WORKS SUPPLY CO INC	Outstanding West Valley Water District	3/17/2025 3/17/2025	0.00	1,542.80
25-0380	STOCK ORDER 03/17/25 00160 - FERGUSON ENTERPRISES INC # 677	Outstanding West Valley Water District	3/17/2025 3/17/2025	0.00	1,177.98
25-0381	Emergency repairs on main breaker EMERGENCR REPA 02637 - MCDONALD ELECTRIC INC	Outstanding West Valley Water District	3/18/2025 4/1/2025	0.00	8,201.48
25-0382	Bloomington Alleyway Main Replacement Phase 3B 00582 - TOM DODSON & ASSOCIATES	Outstanding West Valley Water District	3/18/2025 4/1/2025	0.00	12,800.00
25-0383	Dionex parts 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	3/18/2025 4/1/2025	0.00	11,101.88

**Purchase Order Summary Report**
**Issued Date Range 03/01/2025 - 03/31/2025**

<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>
25-0384	Bluebeam Rev Subscription 2025 01708 - APPLIED TECHNOLOGY GROUP INC	Outstanding West Valley Water District	3/20/2025 4/3/2025	0.00	1,300.00
25-0385	Final Invoice for Monitoring Well Bladder Pump 02267 - BLAINE TECH SERVICES INC	Completed West Valley Water District	3/20/2025 4/3/2025	0.00	1,867.37
25-0386	Skadi Smart Handle 02259 - ECLIPSE MAPPING AND GIS LLC	Outstanding West Valley Water District	3/24/2025 4/7/2025	0.00	1,630.86
25-0387	STOCK ORDER 03/25/25 02836 - ORANGE COUNTY WINWATER WORKS	Outstanding West Valley Water District	3/25/2025 3/25/2025	0.00	17,220.21
25-0388	Pallet Rack for Meters/Building C 00411 - ULINE	Completed West Valley Water District	3/24/2025 4/7/2025	0.00	1,104.51
25-0389	LONG SHACKLE PADLOCK 00149 - HERCULES INDUSTRIES	Outstanding West Valley Water District	3/25/2025 4/8/2025	0.00	598.32
25-0390	Backflow Preventers 00066 - GRAINGER INC	Outstanding West Valley Water District	3/26/2025 4/9/2025	0.00	7,084.24
25-0391	hydrant meters 00492 - MCCALLS METERS INC	Outstanding West Valley Water District	3/26/2025 4/9/2025	0.00	20,399.57
25-0392	Stainless Steel Camper Mug and Stickets 02794 - STUBBIES PROMOTIONS INC	Completed West Valley Water District	3/26/2025 4/9/2025	0.00	3,386.20
25-0393	Surge arrestor replacement at East Complex 02412 - TESS ELECTRIC INC	Outstanding West Valley Water District	3/27/2025 4/10/2025	0.00	10,141.23
25-0394	"EMERGENCY CIP" - Well 2 Removal and Inspection 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	3/28/2025 4/11/2025	0.00	28,659.00
25-0396	ADA project replace automatic cust. service entry 01619 - R&S OVERHEAD DOORS OF INLAND EMPIRE INC	Outstanding West Valley Water District	3/27/2025 4/10/2025	0.00	17,674.12

**Purchase Order Count: (50)**
**Total Trade Discount: 0.00**
**Total: 1,296,521.93**





## STAFF REPORT

**DATE:** May 1, 2025  
**TO:** Board of Directors  
**FROM:** Gustavo Gutierrez, Finance Manager  
**SUBJECT:** Treasurer's Report - February 2025

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### **STRATEGIC GOAL:**

Strategic Goal 6 – Demonstrate Effective Financial Stewardship

- C. Prioritize Long-Term Financial Stability
- D. Maintain a Data Driven Approach and Financial-Based Decision-Making

### **MEETING HISTORY:**

4/14/25 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 February 2025 is presented to the Finance Committee for review and discussion. The report is being finalized and will be provided the night of the meeting as **Exhibit A**.

### **FISCAL IMPACT:**

The monthly cost of \$3,100 for completion of the report was included in the FY 2024-25 annual budget.

### **REQUESTED ACTION:**

Approve the February 2025 Treasurer's Report.



**Attachments**

[Exhibit A - 2025 February Treasurer Report.pdf](#)

# EXHIBIT A

**West Valley Water District**  
**Cash, Investment & Reserve Balances - February 28, 2025**

Institution/Investment Type	January 2025 Balance	February 2025 Balance	OPERATING CASH	Minimum Balance	Target Balance	Maximum Balance
<b>Funds Under Control of the District:</b>			Balance Available for Daily Operations	\$ 26,194,462.36	\$ 28,249,747.81	\$ 19,161,304.26
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	<b>Total Operating Cash</b>	<b>\$ 26,194,462.36</b>	<b>\$ 28,249,747.81</b>	<b>\$ 19,161,304.26</b>
	<b>\$ 4,300.00</b>	<b>\$ 4,300.00</b>	<b>UNRESTRICTED RESERVES</b>			
Checking and Savings:			<b>CAPITAL RESERVES</b>			
Chase - General Government Checking	\$ 1,058,677.49	\$ 13,906,034.27	Capital Project Account - <b>100% FY 24-25</b>	\$ 23,644,000.00	\$ 23,644,000.00	\$ 25,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -	Capital Project Account-25% FY 25-26	\$ 2,432,833.00	\$ 2,432,833.00	\$ 8,000,000.00
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	Emergency Account	\$ (2,055,285.45)	\$ (4,110,570.90)	\$ (6,165,856.35)
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50		<b>\$ 24,021,547.55</b>	<b>\$ 21,966,262.10</b>	<b>\$ 26,834,143.65</b>
	<b>\$ 1,112,314.55</b>	<b>\$ 13,959,671.33</b>	<b>LIQUIDITY FUNDS</b>			
State of California, Local Agency Investment Fund*	<b>\$ 12,045,040.49</b>	<b>\$ 8,745,040.49</b>	Rate Stabilization Account	\$ 4,220,563.00	\$ 4,220,563.00	\$ 5,627,417.00
US Bank - Chandler Asset Mgmt	<b>\$ 38,889,716.90</b>	<b>\$ 39,268,732.77</b>	Operating Reserve Account	\$ 8,441,126.00	\$ 8,441,126.00	\$ 11,254,834.00
US Bank - Chandler Liquidity Fund	<b>\$ 72,675,335.44</b>	<b>\$ 72,909,904.37</b>		<b>\$ 12,661,689.00</b>	<b>\$ 12,661,689.00</b>	<b>\$ 16,882,251.00</b>
CalTrust Pooled Investment Fund - Short Term	\$ -	\$ -	<b>OTHER OPERATING RESERVES</b>			
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -	Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
U. S. Treasury Bills				<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	<b>Total Unrestricted Reserves</b>	<b>\$ 41,683,236.55</b>	<b>\$ 39,627,951.10</b>	<b>\$ 48,716,394.65</b>
Total	<b>\$ 124,726,707.38</b>	<b>\$ 134,887,648.96</b>	<b>Total OP Cash &amp; UR Reserves</b>	<b>\$ 67,877,698.91</b>	<b>\$ 67,877,698.91</b>	<b>\$ 67,877,698.91</b>
Funds Under Control of Fiscal Agents:			<b>RESTRICTED RESERVES</b>			
<b>US BANK</b>			2016A Bond	\$ 451.57	\$ 451.57	\$ 451.57
2016A Bond - Principal & Payment Funds	\$ 397.46	\$ 398.82	Customer Deposit Accounts	\$ 5,286,793.08	\$ 5,286,793.08	\$ 5,286,793.08
2016A Bond - Interest Fund	\$ 52.57	\$ 52.75	Capacity Charge Acct Balance	\$ 58,723,156.97	\$ 58,723,156.97	\$ 58,723,156.97
Total	<b>\$ 450.03</b>	<b>\$ 451.57</b>	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
<b>Grand Total</b>	<b>\$ 124,727,157.41</b>	<b>\$ 134,888,100.53</b>	<b>Total Restricted Reserves</b>	<b>\$ 67,010,401.62</b>	<b>\$ 67,010,401.62</b>	<b>\$ 67,010,401.62</b>
			<b>Total Cash &amp; Investments</b>	<b>\$ 134,888,100.53</b>	<b>\$ 134,888,100.53</b>	<b>\$ 134,888,100.53</b>

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

\_\_\_\_\_  
**Chief Financial Officer**

\*Quarterly interest posted the month following the quarter end.

**Note:**

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

**Total Fund Balance**

When comparing the District's total fund balances month-over-month between February 2025 (\$134,888,100.53) and January 2025 (\$124,727,157.41), CLA found the fund balance increased by \$10,160,943.12 between February 2025 and January 2025.

**U.S. Bank Chandler Custodial Account**

**Cash/Money Market** - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending February 28, 2025, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA compared various financial documents for the District's cash and securities and found that all the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$35 billion with over thirty-five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of February 28, 2025 is 0.15%. Therefore, the District is following both the investment policy and California governmental code.

**United States Treasury Issues** – Per Section 9.1 of the investment policy, "there's no limitation as to the percentage of the portfolio that may be invested in this category."

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines establish that maximum investment maturities for United States Treasury Obligations are limited to five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the

five-year maturity limit. These guidelines do not establish a maximum specified percentage of the District's investment portfolio for United States Treasury Obligations.

As of February 28, 2025, 65.56% of the District's total portfolio is invested in United States Treasury Issues. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

**Negotiable Certificates of Deposit** – Section 9.4 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." All instruments categorized as negotiable certificates of deposit in the District's portfolio follow Section 9.4 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on the Chandler report, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.4 of the investment policy, the maximum percentage of investments in negotiable certificates of deposit is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(i)) regarding negotiable certificates of deposit. These guidelines establish a maximum specified percentage of the District's investment portfolio for certificates of deposit at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Negotiable certificates of deposit constitute 0.0% of the District's total investment balance as of February 28, 2025. Therefore, the District is following both the investment policy and the State of California's standards.

**Medium-Term Notes** – Section 9.10 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." The investment policy also states that medium-term notes should have a "maximum remaining maturity of five years or less." All instruments categorized as medium-term notes in the District's portfolio follow Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.10 of the investment policy, the maximum percentage of investments in medium short-term notes is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(k)) regarding medium-term notes. These guidelines establish a maximum specified percentage of the District's investment portfolio for medium-term notes at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Medium-term notes constitute 7.41% of the District's total investment balance as of February 28, 2025. Therefore, the District is following both the investment policy and the State of California's standards.

**Federal Agency Obligations** – Per Section 9.5 of the District’s investment policy, “there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio.” Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all the District’s current federal agency holdings are rated AAA by multiple NRSRO’s as of February 28, 2025.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(f)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Federal agency obligations represent 8.37% of the District’s total investment balance as of February 28, 2025. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

**Municipal Bonds** – Per Section 9.6 of the District’s investment policy, “purchases are limited to securities that have a long-term debt rating of at least the “A” category, or its equivalent, by a NRSRO; and/or have a short term debt rating of at least “A-1”, or its equivalent, by a NRSRO.” The maximum percentage of District investments in municipal bonds is capped at 20%.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in municipal bonds, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(d)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Municipal bonds represent 0.53% of the District’s total investment balance as of February 28, 2025. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

#### **Local Agency Investment Fund (LAIF)**

The State of California, Local Agency Investment Fund (LAIF) processes a same-day transaction if notified by 10:00 am. This ability satisfies the investment requirement of 24-hour liquidity as stipulated in the investment policy for the District.

Per Section 9.2 of the District’s investment policy, the maximum percentage of investments in the State of California, Local Agency Investment Fund is unlimited.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 16429.1) concerning the Local Agency Investment Fund. These guidelines establish no maximum specified percentage of the District’s investment portfolio while also dictating no maximum maturity date for LAIF investments.



Per the Standard and Poor's rating system, California's Current Credit Rating is AA-, identifying the credit quality of the fund's portfolio performance as strong.

As of the period ending February 28, 2025, the District's Local Agency Investment Fund balance represents 6.48% of the District's entire portfolio. Therefore, the District is following the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report dated March 05, 2025, LAIF investments had a net-yield of 4.333%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 55.64%
- Agencies- 25.57%
- Certificates of Deposit/Bank Notes- 8.84%
- Commercial Paper- 6.17%
- Time Deposits- 3.11%
- Loans- 0.12%
- Corporate Bonds- 0.55%

On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company, and the San Gabriel California Corporation. Per the settlement agreement, "West Valley and the non-settling plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree." The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin. The claims also concern the defendants (Fontana Parties) pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree. The San Bernardino Basin Area and most but not all the Rialto-Colton Basin are located within the service area of the Valley District and this violation served as the basis of the settlement.

The settlement check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million in settlement funds to the District's LAIF account on April 4, 2019. While these funds have been earmarked for Capital Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

#### **The Investment Trust of California (Cal TRUST)**

Section 9.3 of the District's investment policy states "no limit will be placed on the percentage total in this category." The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending February 28, 2025, the District's CalTRUST investment balance represents 0% of the District's entire portfolio. Therefore, the District is following the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

### **Bank Deposits**

Based on the District's investment policy, "Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution." As of February 28, 2025, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, except for the Chase General Governmental Checking account. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$1.5 million dollars which represents funding for one payroll, and one accounts payable check run. In CLA's comparison between the District's general checking account balances for February 2025 (\$13,906,034.27) and January 2025 (\$1,058,677.49), CLA observed an increase in the February 2025 balance of \$12,847,356.78 versus January 2025 and variance is a result of regular activities. District was planning on transferring \$10 million from Chase General Government Checking account to the Chandler Liquidity Fund on March 05, 2025.

During our review of the February 2025 Chase General Governmental Checking account bank statement, it was noted that there were 3 fraudulent activities totaling \$11,977.89. West Valley Water District ("WVWD") has a procedure where the bank issues a check/ACH exception report for WVWD to review and reject fraudulent checks/ACHs as needed. Currently, WVWD has implemented check number and amount positive pay.

CLA also noted few unusual deposits and payments during our review. A remote deposit on February 2, 2025, for \$4,525,331.93 includes \$4.5 million check deposit for developer project D24020. On February 07, 2025, there was a wire transfer from checking account for \$4,700,000 to LAIF Account 018 and on February 28, 2025, \$8,000,000 was transferred from LAIF Account 018 to checking account. A remote deposit on February 28, 2025, for \$5,622,371 was last reimbursement for State Revolving Fund loan from the State of California. On February 28, 2025, district wired \$838,863.32 to PCL Construction for Roemer expansion project.

While the District reconciles its deposit accounts monthly, CLA found that the District has historically reported the month-ending bank statement balance on the Treasurer's Report. Because the monthly bank statement does not take any outstanding checks or other withdrawals into account, the District may be overstating the General Government Checking balances on the Treasurer's Report, which ultimately impacts its liquidity.

In February, the UTC Routine Checking account was \$5000.56 and the UTC Non-Routine Checking account balance was \$48,636.50. The relatively low balances in both accounts (in comparison with the historical balances) is due to the CFO's emphasis on transferring more of its unrestricted cash balances to the District's investments accounts to take advantage of the increased rate of return.

In analyzing the accounting for the District's cash drawers (\$3,600) and petty cash (\$700), per the District's accounting staff, the District's cash drawers are normally reconciled daily. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District's armored security provider, Gaurda, for deposit daily. Cash deposits are reconciled daily by the District's accounting department. Petty cash is normally reconciled by the accounting department monthly. The District's accounting department provided CLA with a formalized reconciliation for the

petty cash account and the cash drawers for February 2025, therefore CLA was able to agree the cash drawers and petty cash balance to the District Cash Drawers summary schedule.

Section 9.12 of the investment policy asserts that “there is no limit on the percentage of the portfolio that may be invested in bank deposits.” Similarly, the State of California’s Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of February 28, 2025, the District had 10.35% of its portfolio invested in bank deposit accounts.

### **Commercial Paper**

Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Commercial paper is usually issued at a discount from face value and typically reflects prevailing market interest rates. Per section 9.8 of the investment policy, the entity that issues the commercial paper should meet all the following conditions “(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated at least the “A” category by a NRSRO. For a commercial paper investment to be eligible for the District, the commercial paper shall not have a maximum maturity of 270 days or less and no more than 25% of the District’s portfolio may be invested in this category.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601 (h)) regarding Commercial Paper. These guidelines establish a maximum specified percentage of the District’s investment portfolio for commercial paper at 25%. The State of California’s guidelines also establish that maximum investment maturities for commercial paper should be 270 days or less.

As of February 28, 2025, the District had 0.00% invested in commercial paper investment. Therefore, the District is following both the investment policy and the State of California’s standards.

### **Supranational**

Supranationals are explicitly defined in Section 9.14 of the investment policy as “US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank”. Securities listed as supranationals must be rated in the AA category or higher by a NRSRO and no more than 30% of the District’s portfolio may be invested in these securities with a maximum maturity of five years.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(q)) regarding supranationals. These guidelines establish a maximum specified percentage of the District’s investment portfolio for supranationals at 30%. The State of California’s guidelines also establish that maximum investment maturities for supranationals should be five years or less.

As of February 28, 2025, the District’s investments in five securities categorized as supranationals was 1.14% of the total portfolio and securities maintained a maturity date of less than five years from the

original purchase date. CLA can confirm that the District's supranational investments meet the standards of both the investment policy and the State of California.

**Note:**

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

**Restricted Funds**

**Bond Proceeds Fund(s)** – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the February 28, 2025, ending balance of \$451.57 satisfies the minimum balance requirements per the District's reserve policy.

**Customer Deposit Accounts** – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented on the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the February 2025 Treasurer's Report reconciles with the District's general ledger. The February 28, 2025, balance of \$5,286,793.08 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

**Capacity Charge Account** – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$58,723,156.97 presented on the February 2025 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

**CIP Account in LAIF for Capital Purposes** – On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. The check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these settlement funds have been restricted for Capital Improvement Projects, there were no designations or allocations for District funding towards any Capital Improvement Projects at that time. Later the fund has been transferred to the Chandler accounts as the CFO believes the Chandler accounts earn a higher interest rate.

**Capital Reserve Funds**

**Capital Project Account** – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District's reserve policy, "the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 25% of the amount estimated to be needed the following fiscal year, less minimum levels established for the

Emergency Account.” The District currently maintains a balance of \$26,076,833.00 (\$23,644,000.00 for fiscal year 2024-25 and \$2,432,833.00 for fiscal year 2025-26) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of February 28, 2025 by comparing the board-approved Fiscal Year 2024-25 Capital Improvement Budget which indicates a total CIP for fiscal year 2024-25 of \$23,644,000.00. The reserve policy only requires the district to maintain 25% of the amount estimated to be needed the following fiscal year 2025-26 which amounts to \$2,432,833.00, therefore, the District meets the requirement indicated in its reserve policy.

**Emergency Account** – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per February 28, 2025, general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$205,528,544.56. As of February 28, 2025, the emergency account represents a balance of \$2,055,285.45 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

#### **Liquidity Funds**

**Rate Stabilization Fund** – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 45 days of the District’s budgeted total operating expenses. Per the FY 2024-25 board-approved budget, the District anticipates operating expense of \$34,233,454.00 for the current fiscal year. The District’s current balance of \$4,220,563.00 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

**Operating Reserve Account** – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 90 days of the District’s budgeted total operating expenses in this account. Per the FY 2024-25 board-approved budget, CLA can confirm the District has an operating expenses budget of \$34,233,454.00. As of February 28, 2025, the operating reserve account maintains a balance of \$8,441,126.00, which satisfies the requirements of the District’s reserve policy.

**Self-Insurance Reserve** – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims and the District is yet to receive quote for an updated self-insurance amount from the Actuary. Based on the conversations with District’s Finance Manager, actuarial study report to determine adequate self-insurance amount has not been received yet.

**Balance Available for Daily Operations** – This balance represents the District’s total cash balance less any fund requirements. For the month ending February 28, 2025, the District had a total of \$134,888,100.53 in various institutional accounts. The required reserve balances by type total \$108,693,638.17 and are categorized as follows:



## West Valley Water District Reserve Memo – February 2025

- Restricted Funds- \$67,010,401.62
- Capital Reserve Funds- \$24,021,547.55
- Liquidity Funds- \$12,661,689.00
- Other Reserves- \$5,000,000.00

Based on the District's Treasurer's Report, which indicates a total cash and investment balance of \$134,888,100.53 and fund requirements of \$108,693,638.17, the fund balance available for daily operations reconciles to the February 2025 Treasurer's report.

CLA reviewed the Treasurer's report for clerical accuracy and recalculated the total Unrestricted Reserves balance and agreed the totals to the February 2025 Treasurer's Report. The Treasurer's Report indicates that West Valley Water District's total cash, investment, and reserve balances as of February 28, 2025, total \$134,888,100.53. In its assessment of the District's accounts, the balances on the Treasurer's Report appear to agree with the supporting documentation provided by the West Valley Water District.

West Valley Water District  
Investment Policy Analysis  
02/28/2025

<b>U.S. Bank - Chandler Asset Management</b>		
Money Market	203,792.64	A
Commercial Paper	-	A
Federal Agency Obligations	11,295,741.90	A
U.S. Government	88,426,626.80	A
Corporate Bonds	10,000,639.05	A
Municipal Bonds	710,866.05	A
Supranational	1,540,970.70	A
Negotiable CD	-	A
<b>Total U.S. Bank - Chandler Asset Management Funds</b>	<b>112,178,637.14</b>	

<b>Checking and Savings</b>		
Bank of Hope	-	B
Chase-1653 (Operating Account)	13,906,034.27	B
Chase-1368	5,000.56	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
2016A Bond - Principal & Payment Funds	398.82	B
2016A Bond - Interest Fund	52.75	B
District Cash Drawers	4,300.00	C
<b>Total Checking and Savings</b>	<b>13,964,422.90</b>	

CalTRUST Short Term Fund	-	A
CalTRUST Medium Term Fund	-	A
LAIF	8,745,040.49	A

**Total February 28, 2025 District Funds** **134,888,100.53**

The balances indicated above are as of February 28, 2025

Balances verified with monthly investment statements provided by client **A**  
Balances verified with monthly bank statements provided by client **B**  
Balances verified with monthly reconciliations provided by client **C**

The purpose of this report is to calculate the asset class percentage in comparison with the maximum portfolio percentage allowed by the district's investment policy

Based on our review of the asset classes as of 02/28/25, West Valley Water District is in

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	11,295,741.90
U.S. Government	No Limit	88,426,626.80
Municipal Bonds	20%	710,866.05
LAIF	No Limit	8,745,040.49
CalTRUST	No Limit	-
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	10,000,639.05
Money Market	20%	203,792.64
Bank Deposits	No Limit	13,964,422.90
Supranational	30%	1,540,970.70
		134,888,100.53
<b>Funds Excluded from Policy</b>	2016A	-
<b>Total February 28, 2025 District Funds</b>		<b>134,888,100.53</b>

Asset Class	February 2025 (% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.00%	25%
Federal Agency Obligations	8.37%	30%
U.S. Government	65.56%	No Limit
Municipal Bonds	0.53%	20%
LAIF	6.48%	No Limit
CalTRUST	0.00%	No Limit
Negotiable CD	0.00%	30%
Medium Term Notes (Corporate Bonds)	7.41%	30%
Money Market	0.15%	20%
Bank Deposits	10.35%	No Limit
Supranational	1.14%	30%

West Valley Water District  
Bond Analysis  
February 28, 2025

Liquidity Fund

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 12/31/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
U S Treasury Bill - 912797MM6	1,999,300.00	P-1	Yes	10/22/2024	3/6/2025	0.4
U S Treasury Bill - 912797NQ6	4,995,250.00	P-1	Yes	11/12/2024	3/11/2025	0.3
U S Treasury Bill - 912797KJ5	3,493,000.00	P-1	Yes	9/25/2024	3/20/2025	0.5
U S Treasury Bill - 912797MV6	4,981,750.00	P-1	Yes	11/12/2024	4/3/2025	0.4
U S Treasury Bill - 912797NB9	8,959,770.00	P-1	Yes	10/15/2024	4/10/2025	0.5
U S Treasury Bill - 912797KS5	7,957,680.00	P-1	Yes	10/22/2024	4/17/2025	0.5
U S Treasury Bill - 912797PC5	2,977,530.00	P-1	Yes	1/10/2025	5/6/2025	0.3
U S Treasury Bill - 912797NE3	18,852,940.00	P-1	Yes	11/12/2024	5/8/2025	0.5
U S Treasury Bill - 912797NM5	3,715,012.50	Aaa	Yes	2/24/2025	5/22/2025	0.2
U S Treasury Bill - 912797NP8	9,890,700.00	P-1	Yes	12/9/2024	6/5/2025	0.5
U S Treasury Bill - 912797NV5	4,936,450.00	P-1	Yes	12/17/2024	6/20/2025	0.5
First American Govt Obligation Fund Class Y - 31846V203	150,521.87	Aaa	Yes	various		
<b>Total Liquidity Fund</b>	<b>72,909,904.37</b>					

Money Market Fund

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 12/31/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Govt Obligation Fund Class Y - 31846V203	53,270.77	Aaa	Yes	various		
<b>Total Money Market</b>	<b>53,270.77</b>					

Federal Agency Obligations

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 12/31/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
F H L M C - 3137FLYV0	481,070.00	Aaa	Yes	9/19/2024	4/25/2029	4.5
Federal Farm Credit Bks - 3133ERSP7	732,210.00	Aaa	Yes	11/16/2022	11/18/2027	4.9
F H L M C Multiclass Mtg Partn - 3137H9D71	474,395.00	Aaa	Yes	10/30/2024	9/25/2029	4.8
F N M A Deb - 3135G03U5	169,138.10	Aaa	Yes	4/22/2020	4/22/2025	4.9
F N M A - 3135G04Z3	281,836.50	Aaa	Yes	6/17/2020	6/17/2025	4.9
F H L M C - 3137EAEU9	344,697.50	Aaa	Yes	7/21/2020	7/21/2025	4.9
F N M A - 3135G05X7	500,493.60	Aaa	Yes	10/6/2020	8/25/2025	4.8
Federal Home Loan Bks - 3130AJXA2	293,922.00	Aaa	Yes	10/7/2020	9/12/2025	4.9
FHLMC MTN - 3137EAEX3	215,261.20	Aaa	Yes	9/23/2020	9/23/2025	4.9
F N M A - 3135G06G3	487,645.00	Aaa	Yes	11/1/2020	11/7/2025	4.9
Federal Home Loan Bks - 3130AKFA9	485,500.00	Aaa	Yes	12/16/2020	12/12/2025	4.9
Federal Home Loan Bks - 3130ATUS4	503,100.00	Aaa	Yes	1/31/2023	12/10/2027	4.8
FHLMC Multiclass Mtg Partn - 3137FG6X8	493,250.00	Aaa	Yes	1/23/2024	5/25/2028	4.3
Federal Home Loans Bks - 3130AWMN7	505,270.00	Aaa	Yes	7/26/2023	6/9/2028	4.8
Federal Home Loans Bks - 3130AWN63	500,245.00	Aaa	Yes	8/16/2023	6/30/2028	4.8
Federal Home Loans Bks - 3130AWTR1	759,157.50	Aaa	Yes	9/7/2023	9/8/2028	4.9
Federal Farm Credit Bks - 3133EPC45	509,745.00	Aaa	Yes	11/27/2023	11/13/2028	4.9
Federal Home Loans Bks - 3130AXQK7	512,510.00	Aaa	Yes	12/7/2023	12/8/2028	4.9
Federal Farm Credit Bks - 3133EPN50	755,415.00	Aaa	Yes	1/3/2024	12/15/2028	4.9
F H L M C Multiclass Mtg Partn - 3137FKUP9	294,393.00	Aaa	Yes	1/3/2024	12/25/2028	4.9
Federal Farm Credit Bks - 3133EPW84	744,330.00	Aaa	Yes	2/5/2024	1/18/2029	4.9
F H L M C Multiclass Mtg Partn - 3137FKZZ2	488,980.00	Aaa	Yes	1/18/2024	1/25/2029	5.0
Federal Home Loan Bks - 3130AVBD3	763,177.50	Aaa	Yes	4/25/2024	3/9/2029	4.8
<b>Total Federal Agency Obligations</b>	<b>11,295,741.90</b>					

Negotiable Certificate of Deposit

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 12/31/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)

<b>Total Negotiable Certificates of Deposit</b>						
-						
<b>Commercial Paper</b>						
<b>Security Description</b>	<b>Market Value</b>	<b>Moody's (NRSRO) Long-Term Rating as of 12/31/2024</b>	<b>Rated A or Equivalent?</b>	<b>Purchase Date</b>	<b>Maturity</b>	<b>Investment Maturity (Years)</b>
<b>Total Commercial Paper</b>						
-						
<b>Municipal Bonds</b>						
<b>Security Description</b>	<b>Market Value</b>	<b>Moody's (NRSRO) Long-Term Rating as of 12/31/2024</b>	<b>Rated A or Equivalent?</b>	<b>Purchase Date</b>	<b>Maturity</b>	<b>Investment Maturity (Years)</b>
California ST Taxable Vr Purp Go - 13063D7D4	312,078.00	Aa2	Yes	10/4/2023	10/1/2028	4.9
California ST Taxable Vr Purp Go Bd - 13063EGT7	398,788.05	Aa2	Yes	10/30/2024	8/1/2029	4.7
<b>Total Municipal Bonds</b>	<b>710,866.05</b>					
<b>Supranational</b>						
<b>Security Description</b>	<b>Market Value</b>	<b>Moody's (NRSRO) Long-Term Rating as of 12/31/2024</b>	<b>Rated A or Equivalent?</b>	<b>Inception Date</b>	<b>Maturity</b>	<b>Investment Maturity (Years)</b>
International Bank - 459058LN1	326,795.70	Aaa	Yes	10/8/2024	10/16/2029	5.0
International Bank M T N - 459058JL8	195,120.00	Aaa	Yes	10/22/2020	10/28/2025	4.9
Inter American Devel Bk - 4581X0DV7	482,245.00	Aaa	Yes	4/13/2021	4/20/2026	5.0
International Bank M T N - 459058KT9	294,585.00	Aaa	Yes	7/18/2023	7/12/2028	4.9
Inter American Devel Bk - 4581X0DC9	242,225.00	Aaa	Yes	12/8/2023	9/18/2028	4.7
<b>Total Supranational</b>	<b>1,540,970.70</b>					
<b>U.S. Corporate</b>						
<b>Security Description</b>	<b>Market Value</b>	<b>Moody's (NRSRO) Long-Term Rating as of 12/31/2024</b>	<b>Rated A or Equivalent?</b>	<b>Inception Date</b>	<b>Maturity</b>	<b>Investment Maturity (Years)</b>
Caterpillar Fini Service - 14913RUAJ9	456,475.50	A2	Yes	3/18/2024	2/27/2029	4.9
Cisco Sys Inc - 17275RBR2	405,764.00	A1	Yes	3/13/2024	2/26/2029	4.9
Eli Lilly Co - 532457CQ9	198,580.00	A1	Yes	8/27/2024	8/14/2029	4.9
Paccar Financial Corp - 69371RR73	234,579.35	A1	Yes	3/31/2022	4/7/2025	3.0
Pfizer Inc Sr Glbl Nto - 717081EX7	123,850.00	A2	Yes	6/3/2020	5/28/2025	4.9
Bank New York Mellon Corp - 06406RBN6	501,040.00	A3	Yes	2/20/2025	2/1/2029	3.9
Apple Inc. - 037833EB2	169,284.50	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc. - 91324PEC2	57,783.00	A2	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 931142ER0	57,250.20	Aa2	Yes	9/8/2021	9/17/2026	5.0
Honeywell International - 438516BL9	291,264.00	A2	Yes	12/13/2022	11/1/2026	3.8
Duke Energy Carolinas - 26442CAS3	293,439.00	Aa3	Yes	10/28/2022	12/1/2026	4.0
Target Corp - 87612EBM7	134,384.60	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	287,913.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	91,442.25	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	270,214.00	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	245,170.00	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	298,422.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEG3	300,482.95	A2	Yes	5/17/2022	5/15/2027	4.9
Walmart Inc - 931142EX7	248,862.50	Aa2	Yes	9/12/2022	9/9/2027	4.9
Apple Inc - 037833DK3	242,992.50	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKQ7	357,950.05	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	407,036.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Public Service Electric - 74456QBU9	342,594.00	A1	Yes	6/22/2023	5/1/2028	4.8
Florida Pwr Lt Co - 341081GN1	350,122.50	Aa2	Yes	6/22/2023	5/15/2028	4.8
Merck Co Inc - 58933YBH7	398,644.00	A1	Yes	5/17/2023	5/17/2028	4.9
Prologis L P - 74340XCG4	253,265.00	A3	Yes	6/27/2023	6/15/2028	4.9
National Rural Util Coop - 63743HFN7	251,977.50	A2	Yes	2/5/2024	2/7/2029	4.9
Air Products and Chemicals Inc - 009158BH8	403,252.00	A2	Yes	5/17/2024	2/8/2029	4.7
Eli Lilly Co - 532457CK2	266,918.60	A1	Yes	2/7/2024	2/9/2029	4.9
John Deere Capital Corporation - 24422EXT1	426,610.80	A1	Yes	6/11/2024	6/11/2029	4.9
Home Depot Inc - 437076DC3	404,276.00	A2	Yes	6/25/2024	6/25/2029	4.9
Pepsico Inc Sr Nt - 713448FX1	327,856.75	A1	Yes	7/15/2024	7/17/2029	4.9
Toronto Dominion Bank - 89115A2Y7	404,240.00	A1	Yes	4/10/2024	4/5/2029	4.9
Bank of Montreal - 06367WB85	248,880.00	A2	Yes	8/6/2021	5/1/2025	3.7
Royal Bank of Canada - 78015K7H1	247,822.50	A1	Yes	5/20/2021	6/10/2025	4.0
<b>Total U.S. Corporate</b>	<b>10,000,639.05</b>					264

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 12/31/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U. S. Treasury Note - 91282CLC3	699,839.00	Aaa	Yes	7/30/2024	7/31/2029	4.9
U S Treasury Note - 91282CLR0	753,517.50	Aaa	Yes	12/18/2024	10/31/2029	4.8
U S Treasury Note - 91282CMA6	603,096.00	Aaa	Yes	12/9/2024	11/30/2029	4.9
U S Treasury Note - 91282CMD0	1,015,630.00	Aaa	Yes	1/10/2025	12/31/2029	4.9
U.S. Treasury Note- 91282ZF0	498,520.00	Aaa	Yes	2/24/2021	3/31/2025	4.0
U.S. Treasury Note - 91282ZL7	496,850.00	Aaa	Yes	1/13/2021	4/30/2025	4.2
U.S. Treasury Note - 91282ZT0	495,090.00	Aaa	Yes	12/16/2020	5/31/2025	4.4
U.S. Treasury Note - 91282CAB7	491,745.00	Aaa	Yes	12/16/2020	7/31/2025	4.6
U.S. Treasury Note - 91282CAJ0	490,185.00	Aaa	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CAT8	487,110.00	Aaa	Yes	12/1/2020	10/31/2025	4.8
U.S. Treasury Note - 91282CBC4	484,725.00	Aaa	Yes	1/8/2021	12/31/2025	4.9
U.S. Treasury Note - 91282CBH3	483,085.00	Aaa	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 91282CBQ3	482,375.00	Aaa	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 91282CCF6	240,000.00	Aaa	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note- 91282CCP4	476,740.00	Aaa	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 91282CCW9	476,350.00	Aaa	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note- 91282CCZ2	476,075.00	Aaa	Yes	12/15/2021	9/30/2026	4.7
U S Treasury Note - 91282CEF4	485,410.00	Aaa	Yes	11/2/2022	3/31/2027	4.4
U.S. Treasury Note - 91282CEN7	487,285.00	Aaa	Yes	6/6/2022	4/30/2027	4.8
U S Treasury Note - 91282CET4	436,923.00	Aaa	Yes	7/8/2022	5/31/2027	4.8
U S Treasury Note - 91282CEW7	492,130.00	Aaa	Yes	10/20/2022	6/30/2027	4.6
U S Treasury Note - 91282CFH9	240,060.80	Aaa	Yes	10/6/2022	8/31/2027	4.8
U S Treasury Note - 91282CFM8	501,955.00	Aaa	Yes	10/24/2022	9/30/2027	4.9
U S Treasury Note - 91282CFU0	501,875.00	Aaa	Yes	11/18/2022	10/31/2027	4.9
U S Treasury Note - 912823F5	478,105.00	Aaa	Yes	11/28/2022	11/15/2027	4.9
U S Treasury Note - 91282CGC9	598,500.00	Aaa	Yes	1/26/2023	12/31/2027	4.9
U S Treasury Note - 91282CHX2	607,428.00	Aaa	Yes	9/27/2023	8/31/2028	4.9
U S Treasury Note - 91282CDF5	455,880.00	Aaa	Yes	1/30/2024	10/31/2028	4.7
U S Treasury Note - 91282CFL0	745,605.00	Aaa	Yes	10/22/2024	9/30/2029	4.9
U S Treasury Note - 9128285M8	485,155.00	Aaa	Yes	1/19/2024	11/15/2028	4.8
<b>Total U.S. Government</b>	<b>15,667,244.30</b>					

**US Bank - Chandler Asset Mgmt**

February 2025 Bond Total per Treasurer's Report	39,268,732.77
Total Per February 2025 Chandler Statement	39,268,732.77
Variance	-

**US Bank - Chandler Liquidity Fund**

February 2025 Bond Total per Treasurer's Report	72,909,904.37
Total Per February 2025 Chandler Statement	72,909,904.37
Variance	-



## STAFF REPORT

**DATE:** May 1, 2025  
**TO:** Board of Directors  
**FROM:** Gustavo Gutierrez, Finance Manager  
**SUBJECT:** Monthly Revenue and Expenditures Report - March 2025

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### **MEETING HISTORY:**

Strategic Goal 6 – Demonstrate Effective Financial Stewardship

D. Maintain a Data Driven Approach and Financial-Based Decision-Making

### **MEETING HISTORY:**

4/14/25 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 nine months of the fiscal year through March 2025, the District has total earned revenues of \$32,047,246 and incurred total expenses of \$23,535,039. This results in an operating surplus of \$8,512,207. 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 March 2025 Monthly Revenue & Expenditure Report.

**REQUESTED ACTION:**

Approve the March 2025 Monthly Revenue and Expenditures Report.

**Attachments**

[Exhibit A - 2025 March Monthly Rev & Exp Report.pdf](#)

# EXHIBIT A



West Valley Water District, CA

## Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 03/31/2025

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<b>Revenue</b>							
4000 - Water consumption sales	19,360,000.00	19,360,000.00	983,694.13	16,176,451.36	0.00	-3,183,548.64	83.56 %
4010 - Water service charges	8,890,000.00	8,890,000.00	752,604.64	6,638,534.80	0.00	-2,251,465.20	74.67 %
4020 - Other operating revenue	4,806,616.00	4,806,616.00	198,291.77	2,904,554.14	0.00	-1,902,061.86	60.43 %
4030 - Property Taxes	3,677,030.00	3,677,030.00	155,047.83	2,815,276.16	0.00	-861,753.84	76.56 %
4040 - Interest & Investment Earnings	4,000,000.00	4,200,000.00	0.00	3,338,914.35	0.00	-861,085.65	79.50 %
4050 - Rental Revenue	41,000.00	41,000.00	3,445.84	30,476.56	0.00	-10,523.44	74.33 %
4060 - Grants and Reimbursements	1,554,757.00	1,554,757.00	0.00	124,810.34	0.00	-1,429,946.66	8.03 %
4080 - Other Non-Operating Revenue	32,000.00	32,000.00	0.00	18,228.28	0.00	-13,771.72	56.96 %
<b>Revenue Total:</b>	<b>42,361,403.00</b>	<b>42,561,403.00</b>	<b>2,093,084.21</b>	<b>32,047,245.99</b>	<b>0.00</b>	<b>-10,514,157.01</b>	<b>75.30 %</b>

**Budget Report**

**For Fiscal: 2024-2025 Period Ending: 03/31/2025**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>							
5110 - Source Of Supply	2,310,700.00	2,310,700.00	26,398.59	1,434,572.15	0.00	876,127.85	62.08 %
5210 - Production	5,177,350.00	5,177,350.00	964,406.13	3,735,572.05	121,447.41	1,320,330.54	74.50 %
5310 - Water Quality	855,225.00	855,225.00	58,067.27	556,034.67	36,241.08	262,949.25	69.25 %
5320 - Water Treatment - Perchlorate	685,000.00	685,000.00	694.17	196,477.38	4,007.67	484,514.95	29.27 %
5350 - Water Treatment - FBR/FXB	2,389,005.00	2,365,005.00	186,356.58	1,486,134.89	185,643.68	693,226.43	70.69 %
5390 - Water Treatment - Roemer/Arsenic	2,348,920.00	2,318,920.00	116,437.16	1,699,168.71	146,949.43	472,801.86	79.61 %
5410 - Maintenance - T & D	3,303,500.00	3,303,500.00	231,756.75	1,938,582.94	341,700.96	1,023,216.10	69.03 %
5510 - Customer Service	1,083,500.00	1,108,500.00	126,958.71	973,843.52	0.00	134,656.48	87.85 %
5520 - Meter Reading	1,094,100.00	1,108,500.00	87,245.95	708,247.37	48,686.10	351,566.53	68.28 %
5530 - Billing	614,800.00	614,800.00	28,031.13	429,704.48	56,033.91	129,061.61	79.01 %
5610 - Administration	2,337,295.00	2,333,795.00	149,215.57	1,652,176.15	121,044.50	560,574.35	75.98 %
5615 - General Operations	3,087,098.00	3,111,098.00	135,863.98	2,145,130.00	213,568.72	752,399.28	75.82 %
5620 - Accounting	928,430.00	928,430.00	76,298.18	788,775.77	10,003.75	129,650.48	86.04 %
5630 - Engineering	2,173,300.00	2,203,300.00	120,630.44	1,387,649.45	296,752.55	518,898.00	76.45 %
5640 - Business Systems	1,662,116.00	1,662,116.00	94,890.75	1,130,358.22	21,778.44	509,979.34	69.32 %
5645 - GIS	310,200.00	310,200.00	20,490.05	146,118.97	0.00	164,081.03	47.10 %
5650 - Board Of Directors	339,500.00	339,500.00	34,140.63	206,873.85	18,000.00	114,626.15	66.24 %
5660 - Human Resources/Risk Management	949,730.00	984,730.00	72,419.47	653,526.68	30,855.70	300,347.62	69.50 %
5680 - Purchasing	734,300.00	734,300.00	77,526.45	511,149.59	0.00	223,150.41	69.61 %
5710 - Public Affairs	1,520,985.00	1,524,485.00	137,983.76	865,716.08	207,249.72	451,519.20	70.38 %
5720 - Grants & Rebates	325,000.00	325,000.00	52,570.00	104,120.31	661.50	220,218.19	32.24 %
6200 - Interest Expense	912,000.00	912,000.00	0.00	785,096.43	0.00	126,903.57	86.09 %
6300 - Debt Administration Service	6,615.00	6,615.00	0.00	0.00	0.00	6,615.00	0.00 %
<b>Expense Total:</b>	<b>35,148,669.00</b>	<b>35,223,069.00</b>	<b>2,798,381.72</b>	<b>23,535,029.66</b>	<b>1,860,625.12</b>	<b>9,827,414.22</b>	<b>72.10 %</b>
<b>Report Surplus (Deficit):</b>	<b>7,212,734.00</b>	<b>7,338,334.00</b>	<b>-705,297.51</b>	<b>8,512,216.33</b>	<b>-1,860,625.12</b>	<b>-686,742.79</b>	<b>90.64 %</b>

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - Water Operations Fund	7,212,734.00	7,338,334.00	-705,297.51	8,512,216.33	-1,860,625.12	-686,742.79
Report Surplus (Deficit):	7,212,734.00	7,338,334.00	-705,297.51	8,512,216.33	-1,860,625.12	-686,742.79



## STAFF REPORT

**DATE:** May 1, 2025  
**TO:** Board of Directors  
**FROM:** Gustavo Gutierrez, Finance Manager  
**SUBJECT:** Monthly Cash Disbursements Report - March 2025

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### **STRATEGIC GOAL:**

Strategic Goal 6 – Demonstrate Effective Financial Stewardship

D. Maintain a Data Driven Approach and Financial-Based Decision-Making

### **MEETING HISTORY:**

4/14/25 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 March 2025 Cash Disbursement Reports.

### **REQUESTED ACTION:**

Approve the March 2025 Cash Disbursements Reports.



**Attachments**

[Exhibit A - 2025 March Cash Disbursements Board Report.pdf](#)

[Exhibit B - 2025 March Cash Disbursements Payroll.pdf](#)

# EXHIBIT A

# CASH DISBURSEMENT REPORT

## MARCH 2025

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## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 740.63	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 974.87	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 929.36	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 86.57	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 843.98	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 936.90	
8578	MCMaster-CARR SUPPLY COMPANY	Fiberglass Corrosion-Resistant Washdown Enclosure	\$ 1,903.78	
8578	MCMaster-CARR SUPPLY COMPANY	Fiberglass Corrosion-Resistant Washdown Enclosure	\$ 1,436.01	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 906.48	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 371.30	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 881.09	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 502.99	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 120.06	
8578	MCMaster-CARR SUPPLY COMPANY	Fiberglass Corrosion-Resistant Washdown Enclosure	\$ 3,855.75	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 31.22	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 49.13	
8578	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 490.00	
8579	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 211.20	
8580	PANTALEON, SOCORRO	ACWA WASHINGTON DC	\$ 301.62	
8580	PANTALEON, SOCORRO	ACWA WASHINGTON DC	\$ 652.52	
8581	PAUL FRANK GRAVESANDE	UNIT#105T MAINTENANCE	\$ 165.00	
8581	PAUL FRANK GRAVESANDE	UNIT# 105 MAINTENANCE	\$ 185.00	
8581	PAUL FRANK GRAVESANDE	UNIT#138 MAINTENANCE	\$ 185.00	
8582	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 394.86	
8582	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 238.03	
8582	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 780.00	
8582	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 520.00	
8583	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 1/28/25	\$ 225.00	
8583	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 2/11/25	\$ 225.00	
8583	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 2/11/25	\$ 200.00	
8584	SB VALLEY MUNICIPAL	ROEMER HYDROELECTRIC	\$ 331,100.00	
8584	SB VALLEY MUNICIPAL	ROEMER HYDROELECTRIC	\$ 62,021.73	
8585	TKE ENGINEERING INC	24inch Waterline in Pepper Ave		\$ 250.00
8586	TOM DODSON & ASSOCIATES	24in Transmis Main on Pepper Ave & I-10Fwy Railway		\$ 4,500.00
8587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.75	
8587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.37	
8587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.21	
8587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.09	
8587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.97	
8587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.72	
8587	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.10	
8587	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 6.31	
8587	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 7.93	
8587	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 10.75	
8587	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.34	
8587	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.40	
8587	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.21	
8587	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 10.75	
8587	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.61	
8587	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.64	
8587	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 74.28	
8587	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 10.75	
8587	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.38	
8587	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.64	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8587	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.23	
8587	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.32	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.87	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.37	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.48	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.88	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.92	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.12	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.21	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.34	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.31	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.23	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.75	
8587	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.60	
8587	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.11	
8587	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.83	
8587	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.04	
8587	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
8587	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.25	
8587	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 10.75	
8587	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.34	
8587	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 87.87	
8587	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.24	
8587	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.44	
8587	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 10.75	
8587	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 11.38	
8587	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.27	
8587	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.21	
8587	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.21	
8589	VULCAN MATERIALS COMPANY	Temp Asphalt- Cold Mix	\$ 937.43	
8589	VULCAN MATERIALS COMPANY	Temp Asphalt- Cold Mix	\$ 1,026.17	
8590	SB VALLEY MUNICIPAL	BLF ELECTRICITY-06/28/24-10/28/24	\$ 451,100.83	
8591	ABF PRINTS INC	EASTER GRAPHIC DESIGN	\$ 484.88	
8592	AIR & HOSE SOURCE INC	PRODUCTION SUPPLIES	\$ 52.26	
8592	AIR & HOSE SOURCE INC	PRODUCTION SUPPLIES	\$ 28.02	
8593	BENNETT, ESTEVAN	MILEAGE REIMBURSEMENT-FEB 2025	\$ 32.06	
8593	BENNETT, ESTEVAN	MILEAGE REIMBURSEMENT-FEB 2025	\$ 92.96	
8594	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 520.00	
8595	CHANDLER ASSET MANAGEMENT	SERVICES FEB 2025	\$ 7,376.07	
8596	CIVIC PLUS	SOCIAL MEDIA ARCHIVING SERVICE	\$ 5,988.00	
8596	CIVIC PLUS	SOCIAL MEDIA ARCHIVING SERVICE	\$ 7,188.00	
8596	CIVIC PLUS	SOCIAL MEDIA ARCHIVING SERVICE	\$ 5,988.00	
8597	CLIFTON LARSON ALLEN	Treasure Services	\$ 3,000.00	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 39.00	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	\$ 7.50	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES--WELL#6	\$ 7.50	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8598	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8599	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRTS-PAOLA	\$ 68.47	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 135.00	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 204.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 172.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 448.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 827.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 209.00	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 827.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 204.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 172.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 209.00	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 135.00	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 448.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
8600	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
8601	DIAMOND ENVIRONMENTAL SERVICES LP	RESTROOM RENTAL-18451 VINEYARD	\$ 124.26	
8601	DIAMOND ENVIRONMENTAL SERVICES LP	RESTROOM RENTAL-10272 S CEDAR	\$ 124.26	
8601	DIAMOND ENVIRONMENTAL SERVICES LP	RESTROOM RENTAL-18451 VINEYARD	\$ 124.26	
8602	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 632.32	
8602	FASTENAL COMPANY	RAINSET UNIFORM	\$ 68.94	
8603	GARCIA, ANGELA	MILEAGE REIMBURSEMENT-FEB 2025	\$ 10.64	
8604	GENERAL PUMP COMPANY INC	Emergency work at 4-1 BST # 1	\$ 7,400.30	
8604	GENERAL PUMP COMPANY INC	Emergency work at 4-1 BST # 1	\$ 13,292.70	
8605	HARTLEY, MARY JO	ACWA DC ADVOCACY TRIP	\$ 1,230.33	
8606	HASA INC.	CHEMICALS-WELLS	\$ 169.16	
8606	HASA INC.	CHEMICALS-WELLS	\$ 483.32	
8606	HASA INC.	CHEMICALS-WELLS	\$ 265.83	
8606	HASA INC.	CHEMICALS-BLF	\$ 1,449.96	
8606	HASA INC.	CHEMICALS-WELLS	\$ 203.16	
8606	HASA INC.	CHEMICALS-WELLS	\$ 380.93	
8606	HASA INC.	CHEMICALS-FBR	\$ 3,409.75	
8606	HASA INC.	CHEMICALS-ROEMER	\$ 5,682.91	
8607	JEFF CRIDER	WVWD History Book - 75th Anniversary	\$ 1,530.00	
8608	JENKINS, DANIEL	MILEAGE REIMBURSEMENT-FEB 2025	\$ 23.24	
8608	JENKINS, DANIEL	REGION 9 TOUR	\$ 18.65	
8608	JENKINS, DANIEL	MILEAGE REIMBURSEMENT-FEB 2025	\$ 61.88	
8609	LIZETT SANTORO	PERMIT FEE ZONE 5-2 PUMP STATION	\$ 50.00	
8610	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 321.93	
8610	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 54.28	
8610	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 307.50	
8611	MERIT OIL COMPANY	Emergency fueling during PSPS event	\$ 1,003.26	
8611	MERIT OIL COMPANY	Emergency fueling during PSPS event	\$ 1,415.65	
8611	MERIT OIL COMPANY	Emergency fueling during PSPS event	\$ 1,144.94	
8611	MERIT OIL COMPANY	Emergency fueling during PSPS event	\$ 1,352.97	
8611	MERIT OIL COMPANY	PRODUCTION SUPPLIES	\$ 524.46	
8611	MERIT OIL COMPANY	PRODUCTION SUPPLIES	\$ 490.32	
8611	MERIT OIL COMPANY	Emergency fueling during PSPS event	\$ 1,122.99	
8611	MERIT OIL COMPANY	Emergency fueling during PSPS event	\$ 1,120.17	



## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8611	MERIT OIL COMPANY	PRODUCTION SUPPLIES	\$ 468.43	
8611	MERIT OIL COMPANY	Emergency fueling during PSPS event	\$ 1,715.35	
8611	MERIT OIL COMPANY	PRODUCTION SUPPLIES	\$ 417.82	
8611	MERIT OIL COMPANY	PRODUCTION SUPPLIES	\$ 913.22	
8612	MOORE, KELVIN	MILEAGE REIMBURSEMENT-FEB 2025	\$ 23.10	
8612	MOORE, KELVIN	MILEAGE REIMBURSEMENT-FEB 2025	\$ 125.44	
8613	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 1,463.25	
8614	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-SERGIO GRANDA	\$ 250.00	
8615	SAMBA HOLDINGS INC	HR SERVICES FEB 2025	\$ 165.80	
8616	SHARP EXTERMINATOR INC	FEB 2025 PEST CONTROL SERVICES	\$ 290.00	
8617	STERLING WATER TECHNOLOGIES LLC	Praestol Flocculant for FBR Plant	\$ 4,900.48	
8618	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.97	
8618	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.37	
8618	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.09	
8618	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.72	
8618	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.21	
8618	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.10	
8618	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.75	
8618	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 12.96	
8618	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 7.93	
8618	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.34	
8618	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 6.31	
8618	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.40	
8618	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.64	
8618	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 10.75	
8618	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.21	
8618	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.61	
8618	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.64	
8618	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 74.28	
8618	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 10.75	
8618	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.32	
8618	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.23	
8618	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.38	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.75	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.87	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.34	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.60	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.31	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.23	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.12	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.92	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.88	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.48	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.37	
8618	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.21	
8618	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.83	
8618	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.25	
8618	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.34	
8618	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.11	
8618	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 10.75	
8618	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.04	
8618	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
8618	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 87.87	
8618	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.24	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8618	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.44	
8618	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 10.75	
8618	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.21	
8618	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.21	
8618	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 11.38	
8618	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.27	
8620	YOUNG, GREGORY A	MILEAGE REIMBURSEMENT-FEB 2025	\$ 18.20	
8620	YOUNG, GREGORY A	MILEAGE REIMBURSEMENT-FEB 2025	\$ 20.86	
8621	ACWA /JPIA	EE Adjusts	\$ (1,264.82)	
8621	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 47.86	
8621	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 2.48	
8621	ACWA /JPIA	HEALTH INSURANCE	\$ 1,001.76	
8621	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 650.72	
8621	ACWA /JPIA	HEALTH INSURANCE	\$ 9,156.75	
8621	ACWA /JPIA	DELTACARE DENTAL HMO	\$ 456.53	
8621	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 9,029.88	
8621	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 200.88	
8621	ACWA /JPIA	HEALTH INSURANCE	\$ 147,883.65	
8621	ACWA /JPIA	Retirees	\$ 18,286.36	
8621	ACWA /JPIA	Retirees	\$ 1,807.82	
8622	BOOT BARN INC	SAFETY BOOTS-ROBERTO VARGAS SOLIS	\$ 250.00	
8622	BOOT BARN INC	SAFETY BOOTS-BRYAN TORO	\$ 152.24	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 31.50	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 172.50	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 341.00	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 75.00	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 221.00	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 560.50	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8623	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8624	DAVID N M TURCH	Federal Lobbyist Services-JAN 2025	\$ 12,500.00	
8625	FASTENAL COMPANY	SHOP SUPPLIES	\$ 13.63	
8625	FASTENAL COMPANY	SHOP SUPPLIES	\$ 714.46	
8625	FASTENAL COMPANY	SHOP SUPPLIES	\$ 140.08	
8625	FASTENAL COMPANY	OFFICE SUPPLIES	\$ 597.78	
8626	LARA, PAOLA	CSDA CONFERENCE-PAOLA LARA	\$ 150.08	
8627	LEASE PLAN USA INC	Mechanic Repairs for Fleet	\$ 225.00	
8628	MCDONALD ELECTRIC INC	ARSENIC SUPPLIES	\$ 645.62	
8629	MCMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 643.14	
8629	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 781.07	
8629	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 317.55	
8629	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 888.61	
8629	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 346.00	
8629	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 376.57	
8629	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 856.38	
8629	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 565.66	
8629	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 164.05	
8630	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 124.62	
8630	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 418.07	
8631	SALAZAR, EMMANUEL	CSMFO CONFERENCE SAN JOSE CA	\$ 1,062.81	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8632	360 GLOBAL TECHNOLOGY LLC	WEB HOST SERVICE FEE-APRIL 2025	\$ 500.00	
8633	ABF PRINTS INC	DISTRICT MAINT SUPPLIES-NAME PLATES	\$ 193.95	
8634	AIR & HOSE SOURCE INC	WATER QUALITY SUPPLIES	\$ 158.93	
8635	AUTOMATED GATE SERVICES INC	ROEMER GATE REPAIR	\$ 352.00	
8635	AUTOMATED GATE SERVICES INC	ROEMER GATE REPAIR	\$ 616.00	
8635	AUTOMATED GATE SERVICES INC	ROEMER REPAIRS	\$ 217.00	
8635	AUTOMATED GATE SERVICES INC	ROEMER GATE REPAIR	\$ 326.00	
8635	AUTOMATED GATE SERVICES INC	ROEMER GATE REPAIR	\$ 250.00	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 5,665.60	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 7,254.00	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 9,873.10	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 611.60	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 880.00	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 127.52	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 251.30	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 77.79	
8636	BEST BEST & KRIEGER LLP	LEGAL FEES-FEB 2025	\$ 59.40	
8637	CLIFTON LARSON ALLEN	Treasure Services-JAN 2025	\$ 3,000.00	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 701.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	\$ 182.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#11	\$ 182.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 170.00	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 204.00	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8638	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8639	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 421.55	
8639	FASTENAL COMPANY	SHOP SUPPLIES	\$ 491.10	
8640	HACH COMPANY	FBR SUPPLIES	\$ 378.63	
8640	HACH COMPANY	Digital pH Sensor for Roemer	\$ 1,727.24	
8640	HACH COMPANY	ROEMER SUPPLIES	\$ 8.36	
8640	HACH COMPANY	ROEMER SUPPLIES	\$ 121.86	
8641	HASA INC.	CHEMICALS-WELLS	\$ 355.53	
8641	HASA INC.	CHEMICALS-WELLS	\$ 342.84	
8641	HASA INC.	CHEMICALS-WELLS	\$ 203.16	
8641	HASA INC.	CHEMICALS-BLF	\$ 1,523.72	
8642	HERCULES INDUSTRIES	PADLOCKS FOR DISTRICT	\$ 2,076.00	
8642	HERCULES INDUSTRIES	PADLOCKS FOR DISTRICT	\$ 207.60	
8642	HERCULES INDUSTRIES	PADLOCKS FOR DISTRICT	\$ 3,114.00	
8642	HERCULES INDUSTRIES	PADLOCKS FOR DISTRICT	\$ 184.99	
8642	HERCULES INDUSTRIES	PADLOCKS FOR DISTRICT	\$ 250.00	
8643	INFOSEND INC	OCTOBER 2024 NEWSLETTERS	\$ 2,600.71	
8644	MAQPOWER COMPRESSORS CORP	Maintenance for Sullair compressor # 2	\$ 2,801.82	
8645	MCMMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 131.29	
8645	MCMMASTER-CARR SUPPLY COMPANY	WATER QLTY SUPPLIES	\$ 279.24	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 978.73	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 212.66	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 38.25	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 177.72	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 898.23	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 823.99	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 263.83	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 37.89	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 436.22	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 143.50	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 137.59	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 632.80	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 946.58	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 760.69	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 704.50	
8645	MCMaster-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 206.01	
8645	MCMaster-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 398.44	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 201.27	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 117.04	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 284.06	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 109.70	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 84.03	
8645	MCMaster-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 918.87	
8645	MCMaster-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 725.27	
8645	MCMaster-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 50.44	
8645	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 186.10	
8646	PLANETBIDS, INC.	SOFTWARE RENEWAL	\$ 13,673.00	
8647	SB VALLEY MUNICIPAL	BLF ELECTRICITY 12/30/24-01/28/25	\$ 75,963.27	
8647	SB VALLEY MUNICIPAL	BLF ELECTRICITY 01/29/25-02/27/25	\$ 39,237.88	
8648	SHARP EXTERMINATOR INC	DISTRICT MAINTENANCE	\$ 290.00	
8649	STANTEC CONSULTING SERVICES INC	PSA with Stantec for Master Planning Services	\$ 1,827.00	
8650	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.75	
8650	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.37	
8650	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.72	
8650	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.10	
8650	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.21	
8650	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.09	
8650	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.97	
8650	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 7.93	
8650	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.40	
8650	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 6.31	
8650	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.34	
8650	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 10.75	
8650	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.61	
8650	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.64	
8650	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 10.75	
8650	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.21	
8650	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 74.28	
8650	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.38	
8650	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.32	
8650	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.23	
8650	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.64	
8650	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 10.75	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.21	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.48	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.31	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.23	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.12	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.92	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.88	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.60	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.34	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.87	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.75	
8650	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.37	
8650	UNIFIRST CORPORATION	UNIFIRST-METERS	\$ 10.75	
8650	UNIFIRST CORPORATION	UNIFIRST-METERS	\$ 6.11	
8650	UNIFIRST CORPORATION	UNIFIRST-METERS	\$ 5.25	
8650	UNIFIRST CORPORATION	UNIFIRST-METERS	\$ 5.23	
8650	UNIFIRST CORPORATION	UNIFIRST-METERS	\$ 5.04	
8650	UNIFIRST CORPORATION	UNIFIRST-METERS	\$ 4.83	
8650	UNIFIRST CORPORATION	UNIFIRST-METERS	\$ 5.34	
8650	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 87.87	
8650	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.24	
8650	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.44	
8650	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 10.75	
8650	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.21	
8650	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.21	
8650	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.27	
8650	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 11.38	
8652	UNIVAR USA INC	Acedic Acid for FBR	\$ 12,460.43	
88289	GUERRERO, JUAN A/ALICIA	CUSTOMER REFUND	\$ 18.16	
88290	LLC, TAH MS Borrower	CUSTOMER REFUND	\$ 57.24	
88291	DELGADO, JULIANNA	CUSTOMER REFUND	\$ 43.07	
88292	HILARIO, MELINDA/ JUNE	CUSTOMER REFUND	\$ 39.88	
88293	Trust, Opendoor Property I	CUSTOMER REFUND	\$ 79.57	
88294	GOMEZ, MARIA G.& GARCIA, EDGAR	CUSTOMER REFUND	\$ 51.59	
88295	LENNAR HOMES	CUSTOMER REFUND	\$ 11.57	
88296	DUMARAN, LOUIE DAVE G	CUSTOMER REFUND	\$ 100.28	
88297	Matthews, Deloris Irene	CUSTOMER REFUND	\$ 54.36	
88298	MUYINGO, KENETH	CUSTOMER REFUND	\$ 144.65	
88299	HERNANDEZ, NICOLE & GEORGE	CUSTOMER REFUND	\$ 28.31	
88300	Mani, Selva Kumaran	CUSTOMER REFUND	\$ 49.15	
88301	ROACH, WADE	CUSTOMER REFUND	\$ 57.67	
88302	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 191.11	
88303	LLC, TMB Equity	CUSTOMER REFUND	\$ 109.25	
88304	LENNAR HOMES	CUSTOMER REFUND	\$ 22.67	
88305	LENNAR HOMES OF CALIFORNIA INC.	CUSTOMER REFUND	\$ 2,102.43	
88306	LS-FONTANA LLC	CUSTOMER REFUND	\$ 2,717.73	
88307	4IMPRINT, INC	Earth Day 2025 Promo Items	\$ 1,969.37	
88308	AIRGAS USA LLC	SHOP SUPPLIES	\$ 293.85	
88309	AMAZON.COM SALES INC	PRODUCTION SUPPLIES	\$ 298.84	
88309	AMAZON.COM SALES INC	PRODUCTION SUPPLIES	\$ 298.84	
88309	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 56.01	
88309	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 160.26	
88309	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 51.66	
88309	AMAZON.COM SALES INC	Hach Chlorimeter	\$ 3,253.20	
88309	AMAZON.COM SALES INC	METERS SUPPLIES	\$ 222.54	

# WEST VALLEY WATER DISTRICT

## CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88309	AMAZON.COM SALES INC	METERS SUPPLIES	\$ 39.37	
88309	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 10.76	
88309	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 253.46	
88309	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 13.77	
88309	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 619.92	
88309	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 73.24	
88309	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	\$ 103.42	
88309	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$ 39.26	
88309	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$ 33.46	
88309	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$ 336.15	
88309	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$ 312.39	
88309	AMAZON.COM SALES INC	Computer supplies Feb 2025	\$ 345.01	
88309	AMAZON.COM SALES INC	Computer supplies Feb 2025	\$ 230.56	
88309	AMAZON.COM SALES INC	Computer supplies Feb 2025	\$ 175.98	
88309	AMAZON.COM SALES INC	Computer supplies Feb 2025	\$ 150.30	
88309	AMAZON.COM SALES INC	Computer supplies Feb 2025	\$ 32.08	
88309	AMAZON.COM SALES INC	Computer supplies Feb 2025	\$ 21.54	
88309	AMAZON.COM SALES INC	Computer Supplies keyboard and Monitors Dec 2024	\$ 218.90	
88309	AMAZON.COM SALES INC	Computer Supplies keyboard and Monitors Dec 2024	\$ 700.32	
88309	AMAZON.COM SALES INC	Computer Supplies keyboard and Monitors Dec 2024	\$ 213.34	
88309	AMAZON.COM SALES INC	Computer Supplies keyboard and Monitors Dec 2024	\$ 72.84	
88310	AQUA-METRIC SALES CO	MXU 520 SINGLE PORT	\$ 74,517.53	
88310	AQUA-METRIC SALES CO	2" T2 Meter	\$	12,707.07
88311	AQUATIC INFORMATICS INC	WATER TRAX LICENSE	\$ 1,282.73	
88312	CEMEX INC	SHOP SUPPLIES	\$ 457.02	
88312	CEMEX INC	SHOP SUPPLIES	\$ 418.24	
88312	CEMEX INC	MAINTENANCE SUPPLIES	\$ 520.28	
88313	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 288.38	
88313	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 132.49	
88313	CHARTER COMMUNICATIONS	INTERNET SERVICES	\$ 1,549.00	
88314	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 468.14	
88315	CITY ELECTRIC SUPPLY	PRODUCTION SUPPLIES	\$ 228.92	
88316	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ (0.01)	
88316	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ (0.01)	
88316	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,762.42	
88316	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,118.35	
88316	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,762.40	
88316	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,118.42	
88316	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjusts	\$ 0.06	
88317	DAN'S LAWNMOVER CENTER	MAINTENANCE SUPPLIES	\$ 488.11	
88318	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 5.57	
88319	DXP ENTERPRISES INC	DAF Chemical pump	\$ 1,968.59	
88319	DXP ENTERPRISES INC	DAF Chemical pump	\$ 7,124.17	
88319	DXP ENTERPRISES INC	DAF Chemical pump	\$ 1,812.36	
88320	EARTHCAM INC	LIVE STREAMING SOFTWARE/ARCHIVING SVC	\$	450.00
88321	EZ RIG CRANES, INC	90901 SAMPLE STATION	\$ 1,080.50	
88322	FERGUSON ENTERPRISES INC # 677	Trenchless Service Pulling Accessories	\$ 7,183.86	
88323	GABALDON, RENE	WATER LOSS AUDIT TRAINING	\$ 109.66	
88324	GALLAGHER BENEFIT SERVICES INC	Professional Services - CFO	\$ 6,250.00	
88325	GRAINGER INC	ROEMER SUPPLIES	\$ 405.99	
88326	HAAKER EQUIPMENT COMPANY	Hydro Vac Custom Tool Boxes	\$ 6,641.19	
88327	HARMSCO INC	120 cartridges for wells with treatment/Treatment	\$ 10,699.94	
88327	HARMSCO INC	120 cartridges for wells with treatment/Treatment	\$ 10,699.94	
88328	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 540.50	



## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88328	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 484.00	
88329	INLAND EMPIRE UTILITIES AGENCY	SERVICES JAN 2025	\$ 5,069.58	
88330	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 44.12	
88330	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 24.04	
88330	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 214.42	
88330	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 36.60	
88330	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 238.11	
88330	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 58.63	
88330	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 31.23	
88330	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 9.05	
88331	LEGAL SHIELD	EE Adjusts	\$ (249.75)	
88331	LEGAL SHIELD	LEGALSHIELD	\$ 14.45	
88331	LEGAL SHIELD	LEGALSHIELD	\$ 518.83	
88331	LEGAL SHIELD	LEGALSHIELD	\$ 225.82	
88332	MARIPOSA LANDSCAPES INC	Landscape Maintenance Service-DEC 2024	\$ 7,445.98	
88333	MASTERS TELECOM LLC	SCADA LINES	\$ 131.48	
88334	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	1,710.00
88334	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	990.00
88334	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	4,455.00
88335	MIKE ROQUET CONSTRUCTION, INC.	Repair Eroded Road at Zone 7 Reservoir Complex	\$ 16,972.00	
88335	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 3,900.00	
88335	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 8,500.00	
88335	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 5,801.40	
88336	NED'S OIL SALES INC	PRODUCTION SUPPLIES	\$ 5.37	
88336	NED'S OIL SALES INC	ARSENIC SUPPLIES	\$ 7.91	
88336	NED'S OIL SALES INC	ARSENIC SUPPLIES	\$ 1.29	
88337	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 52.22	
88338	PBK ARCHITECTS, INC.	PSA with PBK for Master Planning Services	\$	23,800.00
88339	QUINN COMPANY	Caterpillar Backhoe	\$	7.00
88339	QUINN COMPANY	Caterpillar Backhoe	\$	2,900.00
88339	QUINN COMPANY	Caterpillar Backhoe	\$	3,200.00
88339	QUINN COMPANY	Caterpillar Backhoe	\$	13,112.54
88339	QUINN COMPANY	Caterpillar Backhoe	\$	163,094.10
88339	QUINN COMPANY	Quinn Replaces PO24-0193 PO24-0375	\$ 2,720.92	
88339	QUINN COMPANY	Quinn Replaces PO24-0193 PO24-0375	\$ 8,614.93	
88339	QUINN COMPANY	Quinn Replaces PO24-0193 PO24-0375	\$ 2,720.92	
88340	ROBERT HALF INTERNATIONAL INC	OUTSIDE LABOR-CUSTOMER SERVICE	\$ 1,904.00	
88340	ROBERT HALF INTERNATIONAL INC	OUTSIDE LABOR-CUSTOMER SERVICE	\$ 1,896.00	
88341	S&J SUPPLY CO INC	24" x 2" IP SB317	\$ 578.13	
88341	S&J SUPPLY CO INC	ADAPTER ORDER	\$ 687.12	
88341	S&J SUPPLY CO INC	ADAPTER ORDER	\$ 163.67	
88341	S&J SUPPLY CO INC	ADAPTER ORDER	\$ 114.49	
88341	S&J SUPPLY CO INC	30107 Order	\$ 950.36	
88341	S&J SUPPLY CO INC	Stock Order 02/20/25	\$ 126.07	
88341	S&J SUPPLY CO INC	Stock Order 02/20/25	\$ 387.90	
88342	SO CAL LOCKSMITH	DISTRICT MAINTENANCE	\$ 24.97	
88343	SQUIRES LUMBER CO INC	MAINTENANCE SUPPLIES	\$ 495.36	
88343	SQUIRES LUMBER CO INC	MAINTENANCE SUPPLIES	\$ 915.51	
88344	STUBBIES PROMOTIONS INC	REVERSIBLE SCREWDRIVERS-OUTREACH	\$ 550.86	
88345	TESCO CONTROLS INC	PRODUCTION SUPPLIES	\$ 450.00	
88345	TESCO CONTROLS INC	PRODUCTION SUPPLIES	\$ 450.00	
88346	TESS ELECTRIC INC	Electrical upgrades in Building C	\$	29,341.04
88346	TESS ELECTRIC INC	Electrical upgrades in Building C	\$	1,250.00
88346	TESS ELECTRIC INC	PRODUCTION SUPPLIES	\$ 740.00	

# WEST VALLEY WATER DISTRICT

## CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88347	THE STANDARD	VISION MES	\$ (5.84)	
88347	THE STANDARD	VISION MES	\$ 15.34	
88347	THE STANDARD	VISION VSP	\$ 78.64	
88347	THE STANDARD	VISION MES	\$ 184.08	
88347	THE STANDARD	VISION VSP	\$ 1,376.20	
88347	THE STANDARD	EE Adjusts	\$ 80.16	
88347	THE STANDARD	Retirees	\$ 511.16	
88348	TOTALPLAN BUSINESS INTERIORS INC	GIS Intern Office Updates	\$ 850.91	
88348	TOTALPLAN BUSINESS INTERIORS INC	GIS Intern Office Updates	\$ 2,290.00	
88349	ULINE	SHOP SUPPLIES	\$ 470.00	
88350	UNIVAR USA INC	Acedic Acid for FBR	\$ 12,474.86	
88351	USA BLUEBOOK	WATER QLTY SUPPLIES	\$ 757.37	
88351	USA BLUEBOOK	WATER QLTY SUPPLIES	\$ 622.42	
88351	USA BLUEBOOK	FBR SUPPLIES	\$ 952.56	
88351	USA BLUEBOOK	ROEMER SUPPLIES	\$ (290.93)	
88351	USA BLUEBOOK	ROEMER SUPPLIES	\$ (282.31)	
88352	VERIZON CONNECT FLEET USA LLC	SERVICES MARCH 2025	\$ 909.15	
88353	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 5,366.58	
88353	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 621.31	
88353	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 1,117.85	
88354	WATER SYSTEMS CONSULTING INC	2025 Annual Water Use Report & Support Services	\$ 3,006.00	
88354	WATER SYSTEMS CONSULTING INC	Professional Services for Assessing Nitrate levels	\$ 12,833.50	
88355	WHITE CAP CONSTRUCTION SUPPLY	Multiquip MTX70HD Compactor	\$ 3,969.36	
88356	YO FIRE	WATER QLTY SUPPLIES	\$ 298.47	
88356	YO FIRE	MAINTENANCE SUPPLIES	\$ 320.02	
88356	YO FIRE	MAINTENANCE SUPPLIES	\$ 156.24	
88356	YO FIRE	SHOP SUPPLIES	\$ 258.60	
88357	ALLIANCE 2020 INC	HR SERVICES	\$ 607.23	
88358	AMAZON.COM SALES INC	PRODUCTION SUPPLIES	\$ 75.95	
88358	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 228.21	
88358	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 8.83	
88358	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 17.01	
88358	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$ 215.48	
88359	AT&T INTERNET	INTERNET SVCS 02/26/25-03/25/25	\$ 144.45	
88360	AT&T LONG DISTANCE	ROEMER LONG DISTANCE	\$ 26.46	
88361	B L WALLACE DISTRIBUTOR INC	METER BOX #3 ORDER	\$ 53,532.89	
88361	B L WALLACE DISTRIBUTOR INC	INVENTORY CREDIT	\$ (152.95)	
88362	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-ROEMER	\$ 240.19	
88362	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-HQ	\$ 803.82	
88363	CALIFORNIA WATER EFFICIENCY PARTNERSHIP	MEMBERSHIP DUES 2025	\$ 4,059.80	
88364	CHAMPION FIRE SYSTEMS, INC.	Annual Fire Sprinkler Testing	\$ 3,365.00	
88365	CINTAS CORPORATION	JANITORIAL SERVICES-HQ	\$ 182.54	
88365	CINTAS CORPORATION	JANITORIAL SERVICES-HQ	\$ 192.49	
88365	CINTAS CORPORATION	JANITORIAL SERVICES-HQ	\$ 192.49	
88366	CLASS'E PARTY RENTALS	Earth Day Rentals	\$ 6,700.27	
88367	COASTAL BUILDING SERVICES INC	Janitorial Services-DEC 2024	\$ 185.00	
88367	COASTAL BUILDING SERVICES INC	Janitorial Services-FEB 2024	\$ 185.00	
88367	COASTAL BUILDING SERVICES INC	Janitorial Services-DEC 2024	\$ 2,904.00	
88367	COASTAL BUILDING SERVICES INC	Janitorial Services-FEB 2024	\$ 2,904.00	
88368	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	\$ 595.68	
88369	CUSTOM WATER, INC	Water Bottles - Blanket PO	\$ 1,327.76	
88369	CUSTOM WATER, INC	Water Bottles - Blanket PO	\$ 1,327.76	
88370	DAN'S LAWNMOVER CENTER	WATER QUALITY SUPPLIES	\$ 77.37	
88371	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 342.30	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88371	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 574.35	
88371	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 184.40	
88372	E & M ELECTRIC AND MACHINERY INC.	AVEVA support for 2025	\$ 24,680.00	
88373	EARTHCAM INC	LIVE STREAM SOFTWARE & ARCHIVING SVC		\$ 450.00
88374	FERGUSON ENTERPRISES INC # 677	STOCK ORDER 11-18-24	\$ 206.35	
88375	GARDA CL WEST INC	ARMORED TRANSPORT-MARCH 2025	\$ 664.24	
88376	GRAINGER INC	PRODUCTION SUPPLIES	\$ 881.01	
88377	HAAKER EQUIPMENT COMPANY	Hydro Excavator PM Service	\$ 2,942.47	
88378	HPS WEST, INC.	8" MASTER METER ORDER	\$ 10,706.34	
88378	HPS WEST, INC.	8" MASTER METER ORDER	\$ 331.36	
88379	INLAND EMPIRE UTILITIES AGENCY	JAN 2025 SERVICES	\$ 1,594.76	
88380	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 36.17	
88381	LOWES	ROEMER SUPPLIES	\$ 175.32	
88382	MCKINNEY TRAILER RENTALS	DEP REFUNDS-CONT/METER/VALVE	\$ 700.00	
88382	MCKINNEY TRAILER RENTALS	DEP REFUNDS-CONT/METER/VALVE	\$ 240.00	
88382	MCKINNEY TRAILER RENTALS	DEP REFUNDS-CONT/METER/VALVE	\$ 11,775.00	
88383	MCPF HOLDINGS LLC	TURF REPLACEMENT PROJECT	\$ 52,570.00	
88384	ORANGE COUNTY WINWATER WORKS	MUELLER 30107 ORDER	\$ 2,347.23	
88385	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 36.61	
88385	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 109.84	
88385	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 234.23	
88386	PACK N MAIL	REFUND FOR OVERPAYMENT	\$ 4,504.88	
88387	POBLANO ENERGY STORAGE, LLC	DEP REFUNDS-CONT/METER/VALVE	\$ 2,700.00	
88387	POBLANO ENERGY STORAGE, LLC	DEP REFUNDS-CONT/METER/VALVE	\$ 840.00	
88387	POBLANO ENERGY STORAGE, LLC	DEP REFUNDS-CONT/METER/VALVE	\$ 24,550.00	
88388	RIALTO WATER SERVICES	FBR 01/13/25-02/17/25	\$ 1,616.11	
88388	RIALTO WATER SERVICES	WATER SVC-HQ 01/17/25-02/20/25	\$ 178.12	
88389	RMG COMMUNICATIONS	RMG Communications Consultant	\$ 5,750.00	
88390	ROBERT HALF INTERNATIONAL INC	OUTSEDE LABOR-ANGELICA VELASQUEZ	\$ 1,592.40	
88391	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 610.44	
88391	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 112.20	
88391	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 65.64	
88391	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 717.75	
88391	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 969.15	
88391	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 810.24	
88391	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 228.44	
88392	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
88393	SO CALIFORNIA EDISON	ZONES 7-1 & 8-2	\$ 34,577.23	
88393	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 48,966.32	
88393	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 51,011.07	
88393	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 9,337.27	
88393	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 110.20	
88393	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 2,510.52	
88393	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 21,032.14	
88393	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 203.75	
88393	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 3,352.53	
88394	STATE WATER RESOURCES CONTROL BOARD	T4 CERTIFICATION-BRIAN G GRUBERT	\$ 105.00	
88395	STATE WATER RESOURCES CONTROL BOARD	T2 CERTIFICATION-JANET WH	\$ 60.00	
88396	THE GAS COMPANY	ROEMER GAS-02/03/25-03/05/25	\$ 33.70	
88397	TRI CITIES ANSWERING SERVICE & CALL CTR	ANSWERING SERVICE	\$ 747.35	
88398	UNDERGROUND SERVICE ALERT	MAINTENANCE SUPPLIES	\$ 217.84	
88399	UNIVAR USA INC	Acedic Acid for FBR	\$ 12,474.86	
88400	USA BLUEBOOK	WATER QLTY SUPPLIES	\$ 943.88	
88400	USA BLUEBOOK	FBR SUPPLIES	\$ 529.47	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88401	YO FIRE	30158 ORDER	\$ 1,027.94	
88401	YO FIRE	60220 ORDER	\$ 134.69	
88401	YO FIRE	BRASS ORDER	\$ 99.13	
88401	YO FIRE	BRASS ORDER	\$ 102.36	
88401	YO FIRE	Stock Order 7-2-24	\$ 1,047.33	
88402	AGUA MANSA COMMERCE PHASE II LLC	CUSTOMER REFUND	\$ 145.28	
88403	MORENO GONZALEZ, LYDIA E.	CUSTOMER REFUND	\$ 19.52	
88404	MORGAN, YVONNE	CUSTOMER REFUND	\$ 50.38	
88405	VALDOVINOS, VANESSA A	CUSTOMER REFUND	\$ 63.71	
88406	Naverro, Gina	CUSTOMER REFUND	\$ 25.01	
88407	LENNAR HOMES	CUSTOMER REFUND	\$ 38.10	
88408	LENNAR HOMES	CUSTOMER REFUND	\$ 5.11	
88409	LENNAR HOMES	CUSTOMER REFUND	\$ 41.33	
88410	LENNAR HOMES	CUSTOMER REFUND	\$ 41.33	
88411	LENNAR HOMES	CUSTOMER REFUND	\$ 41.33	
88412	Aldama, Angie	CUSTOMER REFUND	\$ 4.21	
88413	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 3.05	
88414	Latif, Seema & Hannah	CUSTOMER REFUND	\$ 79.64	
88415	LENNAR CORP	CUSTOMER REFUND	\$ 17.01	
88416	Pena, Katherine	CUSTOMER REFUND	\$ 18.23	
88417	CRUZ, MISAEAL	CUSTOMER REFUND	\$ 83.32	
88418	Trust, Opendoor Property I	CUSTOMER REFUND	\$ 72.79	
88419	HERNANDEZ, DEBBIE	CUSTOMER REFUND	\$ 71.49	
88420	OBI, RACHAEL	CUSTOMER REFUND	\$ 56.50	
88421	LENNAR HOMES	CUSTOMER REFUND	\$ 1.73	
88422	AIRGAS USA LLC	MAINTENANCE SUPPLIES	\$ 33.07	
88423	AMAZON.COM SALES INC	WATER QLTY SUPPLIES	\$ 90.48	
88423	AMAZON.COM SALES INC	ARSENIC SUPPLIES	\$ 256.00	
88423	AMAZON.COM SALES INC	Tsurumi Electric LB800 Pump	\$ 1,146.44	
88423	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 1,053.80	
88423	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ (1,053.80)	
88423	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 20.42	
88423	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 90.94	
88423	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 16.69	
88423	AMAZON.COM SALES INC	REPLACEMENT FILTERS	\$ 280.01	
88423	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$ 24.46	
88423	AMAZON.COM SALES INC	OUTREACH PROGRAM	\$ 17.94	
88424	ASBCSD	MEMBER MEETING GUSTAVO/ISABEL	\$ 39.00	
88424	ASBCSD	MEMBER MEETING GUSTAVO/ISABEL	\$ 39.00	
88425	BLUE - WHITE INDUSTRIES LTD	ROEMER SUPPLIES	\$ 412.04	
88426	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist-JAN 2025	\$ 12,500.00	
88426	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist-FEB 2025	\$ 12,500.00	
88426	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist-MAR 2025	\$ 12,500.00	
88427	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT	\$ 958.70	
88427	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT	\$ 958.70	
88427	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT	\$ 958.70	
88427	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2630 W LOMA VISTA DR	\$ 958.70	
88427	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT	\$ 958.70	
88427	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT	\$ 958.70	
88428	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-FEB 2025	\$ 19,734.25	
88429	CLEANMART USA	Janirotiral supplies for the District	\$ 366.89	
88430	CONTROL TEMP INC	AC installation in executive area	\$ 6,150.00	
88431	CORE & MAIN LP	1 1/2" & 2" KAMSTRUP METER ORDER	\$ 7,106.33	
88431	CORE & MAIN LP	1 1/2" & 2" KAMSTRUP METER ORDER	\$ 844.24	

# WEST VALLEY WATER DISTRICT

## CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88432	DAN'S LAWNMOVER CENTER	MAINTENANCE SUPPLIES	\$ 317.42	
88433	FISH WINDOW CLEANING	JANITORIAL SERVICES-WINDOWS	\$ 317.00	
88434	GARDA CL WEST INC	ARMORED TRANSPORT-FEB 2025	\$ 13.57	
88435	GRAINGER INC	MAINTENANCE SUPPLIES	\$ 181.50	
88435	GRAINGER INC	MAINTENANCE SUPPLIES	\$ 181.50	
88436	JCL TRAFFIC SERVICES	New Message Board CIP Approved	\$	500.00
88436	JCL TRAFFIC SERVICES	New Message Board CIP Approved	\$	400.83
88436	JCL TRAFFIC SERVICES	New Message Board CIP Approved	\$	19,664.38
88437	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 148.64	
88437	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 36.13	
88437	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 44.53	
88438	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 7,733.48	
88439	NED'S OIL SALES INC	ARSENIC SUPPLIES	\$ 4.06	
88439	NED'S OIL SALES INC	ARSENIC SUPPLIES	\$ 16.50	
88440	P&S TRUCK SUPPLY INC.	MAINTENANCE SUPPLIES	\$ 362.05	
88441	S&J SUPPLY CO INC	95117 ORDER	\$ 2,382.36	
88441	S&J SUPPLY CO INC	SMITH-BLAIR Order	\$ 291.31	
88441	S&J SUPPLY CO INC	SMITH-BLAIR Order	\$ 279.59	
88441	S&J SUPPLY CO INC	SMITH-BLAIR Order	\$ 59.98	
88441	S&J SUPPLY CO INC	Stock Order 02/20/25	\$ 193.95	
88441	S&J SUPPLY CO INC	SHOP SUPPLIES	\$ 302.69	
88442	SCELZI ENTERPRISES, INC	MAINTENANCE SUPPLIES	\$ 94.78	
88443	SO CAL LOCKSMITH	DISTRICT MAINTENANCE	\$ 109.69	
88444	SO CALIFORNIA EDISON	WELL#22 02/11/25-03/12/25	\$ 9.78	
88444	SO CALIFORNIA EDISON	19920 COUNTRY CLUB/WELL#17	\$ 5,229.79	
88444	SO CALIFORNIA EDISON	S END SHOP ELECTRICITY	\$ 117.17	
88444	SO CALIFORNIA EDISON	19920 COUNTRY CLUB/WELL#17	\$ 583.97	
88444	SO CALIFORNIA EDISON	WELL#6 02/10/25-03/11/25	\$ 26,210.49	
88444	SO CALIFORNIA EDISON	WELL 11X 02/11/25-03/12/25	\$ 25.01	
88445	SPATIAL WAVE INC.	SOFTWARE-ANNUAL SUBSCRIPTION	\$ 4,800.00	
88446	THE GAS COMPANY	HQ GAS SVC-02/07/25-03/11/25	\$ 458.01	
88447	THE STANDARD	VISION VSP	\$ 19.66	
88447	THE STANDARD	VISION MES	\$ 13.82	
88447	THE STANDARD	VISION VSP	\$ 51.38	
88447	THE STANDARD	VISION MES	\$ 165.84	
88447	THE STANDARD	VISION VSP	\$ 1,253.18	
88447	THE STANDARD	EE Adjusts	\$ 36.74	
88447	THE STANDARD	Retirees	\$ 530.82	
88448	UNDERGROUND SERVICE ALERT	MAINTENANCE SUPPLIES	\$ 417.00	
88449	YO FIRE	01-30-25 STOCK ORDER	\$ 53.88	
88449	YO FIRE	01-30-25 STOCK ORDER	\$ 21.55	
88449	YO FIRE	70472 ORDER	\$ 116.37	
88449	YO FIRE	WATER QLTY SUPPLIES	\$ 77.58	
88450	ALESHIRE & WYNDR LLP	LEGAL FEES-DEC 2024	\$ 2,125.00	
88450	ALESHIRE & WYNDR LLP	LEGAL FEES-JAN 2024	\$ 2,275.00	
88450	ALESHIRE & WYNDR LLP	LEGAL FEES-FEB 2024	\$ 350.00	
88451	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 137.88	
88451	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 191.72	
88451	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 84.02	
88451	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 35.42	
88451	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 42.63	
88451	AMAZON.COM SALES INC	DISTRICT MAINTENANCE SUPPLIES	\$ 150.82	
88452	BLAINE TECH SERVICES INC	Final Invoice for Monitoring Well Bladder Pump	\$ 1,867.37	
88453	CHAMPION FIRE SYSTEMS, INC.	Fire sprinkler system repairs	\$ 5,130.00	

## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88454	CINTAS CORPORATION	DISTRICT MAINTENANCE	\$ 192.49	
88455	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 62.62	
88456	CLA VAL CO	Programming for ClaVal controler @ Well 18A	\$ 1,169.00	
88457	COMMUNITY HEALTH SYSTEMS INC	SPONSORSHIP	\$ 2,000.00	
88458	CONTROL TEMP INC	DISTRICT MAINTENANCE	\$ 408.41	
88459	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE 02/14/25-03/13/25	\$ 2.68	
88460	EL ROD FENCE CO, INC	DISTRICT MAINTENANCE	\$ 647.00	
88460	EL ROD FENCE CO, INC	DISTRICT MAINTENANCE	\$ 998.00	
88461	FMB TRUCK OUTFITTERS, INC.	VEHICLES MAINTENANCE	\$ 53.77	
88462	GOLDEN METERS SERVICE INC.	ROEMER SUPPLIES	\$ 750.00	
88463	GRAINGER INC	PRODUCTION SUPPLIES	\$ 127.21	
88463	GRAINGER INC	WATER QUALITY SUPPLIES	\$ 749.29	
88463	GRAINGER INC	FBR SUPPLIES	\$ 278.78	
88463	GRAINGER INC	ROEMER SUPPLIES	\$ 795.52	
88463	GRAINGER INC	ROEMER SUPPLIES	\$ 815.57	
88463	GRAINGER INC	ROEMER SUPPLIES	\$ 580.17	
88463	GRAINGER INC	ROEMER SUPPLIES	\$ 276.65	
88464	HOME DEPOT	ROEMER SUPPLIES	\$ 521.38	
88464	HOME DEPOT	ROEMER SUPPLIES	\$ 156.77	
88464	HOME DEPOT	ROEMER SUPPLIES	\$ 312.39	
88464	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 198.01	
88464	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 385.75	
88464	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 175.88	
88464	HOME DEPOT	METERS SUPPLIES	\$ 14.14	
88464	HOME DEPOT	METERS SUPPLIES	\$ 21.35	
88464	HOME DEPOT	DISTRICT MAINTENANCE	\$ 96.73	
88464	HOME DEPOT	DISTRICT MAINTENANCE	\$ 37.39	
88465	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 22.00	
88465	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 473.00	
88465	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 473.00	
88466	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 24.64	
88466	JOHNSON'S HARDWARE INC	ARSENIC SUPPLIES	\$ 13.47	
88466	JOHNSON'S HARDWARE INC	ARSENIC SUPPLIES	\$ 22.58	
88467	JULIE O GUINN	REIMBURSEMENT-CFO RECRUITMENT	\$ 798.01	
88468	MARIPOSA LANDSCAPES INC	Landscape Maintenance Service	\$ 7,445.98	
88468	MARIPOSA LANDSCAPES INC	Landscape Maintenance Service	\$ 7,445.98	
88469	NED'S OIL SALES INC	ARSENIC SUPPLIES	\$ 13.39	
88469	NED'S OIL SALES INC	ARSENIC SUPPLIES	\$ 19.17	
88469	NED'S OIL SALES INC	ARSENIC SUPPLIES	\$ 33.71	
88470	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL	HR SERVICES	\$ 559.00	
88471	PATTON SALES CORP	PRODUCTION SUPPLIES	\$ 10.11	
88472	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 7,813.31	
88473	RAFTELIS FINANCIAL CONSULTANTS INC	Financial Plan and Water Rate Structure Study 2023	\$ 1,320.00	
88474	RAINBOW BOLT & SUPPLY INC	PRODUCTION SUPPLIES	\$ 57.43	
88475	RIALTO WATER SERVICES	WELL#16 01/31/25-02/26/25	\$ 34.53	
88475	RIALTO WATER SERVICES	SEWER SVC-ROEMER	\$ 72.51	
88476	ROBERT HALF INTERNATIONAL INC	OUTSIDE LABOR-CUST SVC	\$ 1,896.00	
88476	ROBERT HALF INTERNATIONAL INC	OUTSIDE LABOR-CUST SVC	\$ 1,896.00	
88477	ROYAL INDUSTRIAL SOLUTIONS	ARSENIC SUPPLIES	\$ 115.89	
88477	ROYAL INDUSTRIAL SOLUTIONS	Eletrical components for Records container	\$ 1,810.69	
88477	ROYAL INDUSTRIAL SOLUTIONS	WELLNESS PROG REPAIRS	\$ 189.86	
88478	S&J SUPPLY CO INC	60420 FCRC	\$ 878.10	
88479	SOUTHWEST VALVE & EQUIPMENT	8" PRATT filter butterfly valves	\$	5,414.07
88480	ULINE	MAINTENANCE SUPPLIES	\$ 965.65	

# WEST VALLEY WATER DISTRICT

## CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88480	ULINE	Pallet Rack for Meters/Building C	\$ 1,104.51	
88480	ULINE	MAINTENANCE SUPPLIES	\$ 728.60	
88480	ULINE	MAINTENANCE SUPPLIES	\$ 308.37	
88481	USA BLUEBOOK	FBR SUPPLIES	\$ 879.42	
88481	USA BLUEBOOK	ROEMER SUPPLIES	\$ 737.96	
88481	USA BLUEBOOK	ROEMER SUPPLIES	\$ 37.06	
88482	WATER SYSTEMS CONSULTING INC	2025 Annual Water Use Report & Support Services	\$ 6,278.25	
88483	WESTERN WATER WORKS SUPPLY CO INC	South Fontana Hydrant Installs Grant Project	\$	27,164.53
88484	YO FIRE	WATER QUALITY SUPPLIES	\$ 51.72	
88484	YO FIRE	MAINTENANCE SUPPLIES	\$ 404.06	
88485	MDB GENERAL ENGINEERING	CUSTOMER REFUND	\$ 318.54	
88486	EVANS, CHAD	CUSTOMER REFUND	\$ 303.37	
88487	SAHAGUN, ARMANDO GARCIA JR. & ERIKA	CUSTOMER REFUND	\$ 20.49	
88488	HALL, CURLIN JR. & DESIREE	CUSTOMER REFUND	\$ 28.13	
88489	NK DEMOLITION	CUSTOMER REFUND	\$ 3,453.21	
88490	ARB INC	CUSTOMER REFUND	\$ 3,411.63	
DFT0004338	US BANK	2016A SERIES BOND-INTERESTS	\$ 409,750.00	
DFT0004338	US BANK	2016A SERIES BOND-INTERESTS	\$ (390.28)	
DFT0004396	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	560,086.96
DFT0004396	PCL CONSTRUCTION INC	RETENTION	\$	(28,004.35)
DFT0004397	TRUST OPERATIONS/CT-AZ	RETENTION FOR PCL	\$	28,004.35
DFT0004430	US BANK-CAL CARD (AL)	ROEMER SUPPLIES	\$ 2,081.63	
DFT0004430	US BANK-CAL CARD (AL)	GAS FOR DISTRICT TRUCKS	\$ 162.67	
DFT0004430	US BANK-CAL CARD (AL)	OFFICE SUPPLIES	\$ 698.25	
DFT0004430	US BANK-CAL CARD (AL)	VEHICLE MAINTENANCE-OREILLY	\$ 673.32	
DFT0004430	US BANK-CAL CARD (AL)	AWWA TRAINING-MELISSA BLOUNT	\$ 30.00	
DFT0004430	US BANK-CAL CARD (AL)	CAPPO MEMBERSHIP-MELISSA BLOUNT	\$ 145.00	
DFT0004431	US BANK-CAL CARD (DANIEL JENKINS)	SACRAMENTO LEG TRIP-MEALS/TRANSPORT/LODGING	\$ 979.50	
DFT0004431	US BANK-CAL CARD (DANIEL JENKINS)	COMMITTEE MEETINGS-GREG YOUNG	\$ 30.52	
DFT0004432	US BANK-CAL CARD (ELVIA)	ACWA SPRING REGISTRATION-DAN JENKINS	\$ 949.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	AMAZON PRIME MEMBERSHIP	\$ 16.15	
DFT0004432	US BANK-CAL CARD (ELVIA)	BOARD MEETING MEALS	\$ 135.62	
DFT0004432	US BANK-CAL CARD (ELVIA)	ACWA DC TRANSPORTATION-DANIEL JENKINS	\$ 907.37	
DFT0004432	US BANK-CAL CARD (ELVIA)	ACWA DC TRANSPORTATION-GREG YOUNG	\$ 690.18	
DFT0004432	US BANK-CAL CARD (ELVIA)	ACWA DC TRANSPORTATION-KELVIN MOORE	\$ 756.50	
DFT0004432	US BANK-CAL CARD (ELVIA)	ACWA DC TRANSPORTATION-ESTEVAN BENNETT	\$ 289.01	
DFT0004432	US BANK-CAL CARD (ELVIA)	ACWA DC TRANSPORTATION-ANGELA GARCIA	\$ 241.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	FONTANA CHAMBER OF COMMERCE-DANIEL JENKINS	\$ 30.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	FONTANA CHAMBER OF COMMERCE-ANGELA GARCIA	\$ 30.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	FONTANA CHAMBER OF COMMERCE-ESTEVAN BENNETT	\$ 30.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	FONTANA CHAMBER OF COMMERCE-KELVIN MOORE	\$ 30.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	CMUA REGISTRATION-ESTEVAN BENNETT	\$ 375.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	CMUA REGISTRATION-GREG YOUNG	\$ 375.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	CMUA REGISTRATION-ANGELA GARCIA	\$ 375.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	CMUA REGISTRATION-DANIEL JENKINS	\$ 375.00	
DFT0004432	US BANK-CAL CARD (ELVIA)	CMUA REGISTRATION-KELVIN MOORE	\$ 375.00	
DFT0004433	US BANK-CAL CARD (ESTEVAN L BENNETT)	SACRAMENTO LEG TRIP-MEALS TRANSPORT/LODGING	\$ 703.92	
DFT0004434	US BANK-CAL CARD (GREGORY YOUNG)	SACRAMENTO LEGISLATIVE	\$ 931.19	
DFT0004435	US BANK-CAL CARD (HAYDEE)	EMPLOYEES OF THE MONTH	\$ 468.38	
DFT0004435	US BANK-CAL CARD (HAYDEE)	FEES-POLICE TRAFFIC REPORT	\$ 27.15	
DFT0004435	US BANK-CAL CARD (HAYDEE)	HR GROUP TRAINING	\$ 519.35	
DFT0004435	US BANK-CAL CARD (HAYDEE)	REGISTRATION FEE-HAYDEE	\$ 100.00	
DFT0004435	US BANK-CAL CARD (HAYDEE)	SUBSCRIPTION	\$ 125.00	
DFT0004435	US BANK-CAL CARD (HAYDEE)	CANCELLATION HILTON-HAYDEE	\$ (427.13)	



## WEST VALLEY WATER DISTRICT

### CASH DISBURSEMENT REPORT MARCH 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
DFT0004435	US BANK-CAL CARD (HAYDEE)	WELLNESS PROGRAM-FITNESS 19	\$ 628.99	
DFT0004435	US BANK-CAL CARD (HAYDEE)	RECRUITMENT MEALS	\$ 120.41	
DFT0004436	US BANK-CAL CARD (JOHN THIEL)	DUE TO WVWD-JOHN THIEL	\$ 356.60	
DFT0004436	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG WITH GREG/DAN	\$ 56.17	
DFT0004436	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTGS VARIOUS	\$ 1,174.85	
DFT0004436	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG WITH DAN JENKINS	\$ 56.18	
DFT0004436	US BANK-CAL CARD (JOHN THIEL)	BUSINESS MTG WITH GREG YOUNG	\$ 56.18	
DFT0004437	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-ZOOM/CISCO	\$ 898.73	
DFT0004437	US BANK-CAL CARD (JON)	HIGH SPEED INTERNET	\$ 250.00	
DFT0004438	US BANK-CAL CARD (KELVIN MOORE)	SACRAMENTO LEG TRIP-MEALS TRANSPORT/LODGING	\$ 790.25	
DFT0004439	US BANK-CAL CARD (LINDA JADESKI)	CMUA SACRAMENTO LODGING/MEALS/PARKING-LINDA	\$ 756.94	
DFT0004439	US BANK-CAL CARD (LINDA JADESKI)	CMUA SACRAMENTO MEALS-GARCIA	\$ 18.94	
DFT0004439	US BANK-CAL CARD (LINDA JADESKI)	CMUA SACRAMENTO MEALS-YOUNG	\$ 48.18	
DFT0004439	US BANK-CAL CARD (LINDA JADESKI)	CMUA SACRAMENTO MEALS-JENKINS	\$ 48.18	
DFT0004439	US BANK-CAL CARD (LINDA JADESKI)	CMUA SACRAMENTO MEALS-MOORE	\$ 48.18	
DFT0004439	US BANK-CAL CARD (LINDA JADESKI)	CMUA SACRAMENTO MEALS-BENNETT	\$ 48.18	
DFT0004439	US BANK-CAL CARD (LINDA JADESKI)	CMUA SACRAMENTO MEALS-PANTALEON	\$ 18.94	
DFT0004439	US BANK-CAL CARD (LINDA JADESKI)	CMUA SACRAMENTO MEALS-HARTLEY	\$ 18.94	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	CMUA REGISTRATION-LINDA JADESKI	\$ 375.00	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	IIMC MEMBERSHIP RENEWAL-ELVIA	\$ 250.00	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ACWA DC CONFERENCE-JOHN THIEL	\$ 1,840.33	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ACWA DC CONFERENCE-LINDA JADESKI	\$ 1,936.32	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	MEALS MEETINGS	\$ 1,155.28	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MEETING-JOHN THIEL	\$ 32.55	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MEETING-LINDA JADESKI	\$ 32.55	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ALL HANDS MEETINGS SUPPLIES	\$ 20.00	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MEETING-DANIEL JENKINS	\$ 32.55	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MEETING-ESTEVAN BENNETT	\$ 32.55	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MEETING-KELVIN MOORE	\$ 32.55	
DFT0004440	US BANK-CAL CARD (PAOLA LARA)	ASBCSD MEETING-ANGELA GARCIA	\$ 32.55	
DFT0004441	US BANK-CAL CARD (SOCORRO)	GFOA FINANCIAL REPORT FEE	\$ 250.00	
DFT0004441	US BANK-CAL CARD (SOCORRO)	CMUA REGISTRATION-MARY JO HARTLEY	\$ 375.00	
DFT0004441	US BANK-CAL CARD (SOCORRO)	CMUA REGISTRATION-SOCORRO PANTALEON	\$ 375.00	
DFT0004441	US BANK-CAL CARD (SOCORRO)	CAPIO REGISTRATION-ISABELLE MEDINA	\$ 30.00	
DFT0004441	US BANK-CAL CARD (SOCORRO)	MEMBERSHIPS/SUBSCRIPTIONS	\$ 363.99	
DFT0004441	US BANK-CAL CARD (SOCORRO)	CMUA TRANS/LODGING-MARY JO HARTLEY	\$ 534.42	
DFT0004441	US BANK-CAL CARD (SOCORRO)	CMUA TRANS/LODGING/MEALS-SOCORRO PANTALEON	\$ 371.97	
DFT0004441	US BANK-CAL CARD (SOCORRO)	OUTREACH PROGRAM	\$ 305.00	
DFT0004442	US BANK-CAL CARD (YOLANDA)	RECRUITMENT MEALS	\$ 117.93	
SUBTOTALS			\$ 2,746,612.30	\$ 876,028.27
GRAND TOTAL			\$ 3,622,640.57	

# Exhibit B

**WEST VALLEY WATER DISTRICT**  
**PAYROLL GROSS WAGES**  
**FISCAL YEAR 2024 - 2025**

Report Month	Description	From	To	Gross Wages Paid
July 2024	Pay Period #1	06/01/24	06/30/24	10,319.00
July 2024	Pay Period #14	06/21/24	07/05/24	364,859.06
July 2024	Pay Period #15	07/05/24	07/19/24	384,306.79
Total for July 2024				<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
September 2024	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
October 2024	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>
February 2025	Monthly Pay Period #2	01/01/25	01/31/25	10,401.12
February 2025	Pay Period #3	01/17/25	01/31/25	391,890.46
February 2025	Pay Period #4	01/31/25	02/14/25	383,150.72
Total for February 2025				<u>785,442.30</u>

**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>
March 2025	Monthly Pay Period #3	02/01/25	02/28/25	10,834.50
March 2025	Pay Period #5	02/14/25	02/28/25	378,580.29
March 2025	Pay Period #6	02/28/25	03/14/25	384,387.68
Total for March 2025				<u>773,802.47</u>

**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
MARCH 2025**

<b>Date</b>	<b>Item</b>	<b>Check No. or EFT</b>	<b>Amount</b>
03/06/25	Monthly Pay Period #3	n/a	0.00
03/06/25	Pay Period #5	8990-8994	3,063.56
03/20/25	Pay Period #6	8995-8997	4,078.30
03/28/25	Correction Ck & Performance Award	n/a	0.00
	<b>Total Checks</b>		<b><u>7,141.86</u></b>
03/06/25	Monthly Pay Period #3 Direct Deposits	EFT	254,835.12
03/06/25	Federal Tax Withheld Social Security & Medicare	EFT	2,297.11
03/06/25	State Tax Withheld and State Disability Insurance	EFT	181.47
03/06/25	Pay Period #5 Direct Deposits	EFT	253,808.22
03/06/25	Federal Tax Withheld Social Security & Medicare	EFT	105,070.12
03/06/25	State Tax Withheld and State Disability Insurance	EFT	19,346.58
03/06/25	Lincoln Deferred Compensation Withheld	EFT	14,951.98
03/06/25	Lincoln - 401a	EFT	0.00
03/06/25	Lincoln - ROTH	EFT	997.43
03/06/25	Lincoln - Employer Match Benefit	EFT	3,500.00
03/06/25	Lincoln - 401a Employer Match Benefit	EFT	0.00
03/06/25	Nationwide Deferred Compensation Withheld	EFT	4,811.44
03/06/25	Nationwide - Employer Match Benefit	EFT	650.00
03/06/25	Nationwide ROTH	EFT	250.00
03/06/25	Nationwide - 401a Employer Match Benefit	EFT	0.00
03/06/25	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	37,040.70
03/06/25	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	24,402.28
03/06/25	California State Disbursement	EFT	984.46
03/06/25	Sterling FSA & Dependent Care	EFT	1754.28
03/20/25	Pay Period #6 Direct Deposits	EFT	238,914.30
03/20/25	Federal Tax Withheld Social Security & Medicare	EFT	95,462.86
03/20/25	State Tax Withheld and State Disability Insurance	EFT	17,035.63
03/20/25	Lincoln Deferred Compensation Withheld	EFT	15,116.55
03/20/25	Lincoln - 401a	EFT	0.00
03/20/25	Lincoln - ROTH	EFT	997.43
03/20/25	Lincoln - 401a Employer Match Benefit	EFT	3,500.00
03/20/25	Nationwide Deferred Compensation Withheld	EFT	4,911.44
03/20/25	Nationwide - Employer Match Benefit	EFT	650.00
03/20/25	Nationwide 401a	EFT	0.00
03/20/25	Nationwide ROTH	EFT	300.00
03/20/25	California State Disbursement	EFT	984.46
03/20/25	Sterling Administration - FSA & Dependent Care	EFT	1754.15
03/28/25	Pay Period #6 Direct Deposits - Correction Ck & Perf Award	EFT	10,934.87
03/28/25	Federal Tax Withheld Social Security & Medicare	EFT	6,073.58
03/28/25	State Tax Withheld and State Disability Insurance	EFT	1,043.29
	<b>Total EFT</b>		<b><u>1,122,559.75</u></b>
	<b>Grand Total Payroll Cash</b>		<b><u>1,129,701.61</u></b>





## STAFF REPORT

**DATE:** May 1, 2025  
**TO:** Board of Directors  
**FROM:** Gustavo Gutierrez, Finance Manager  
**SUBJECT:** Funds Transfer Report - March 2025

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### **STRATEGIC GOAL:**

Strategic Goal 6 – Demonstrate Effective Financial Stewardship

D. Maintain a Data Driven Approach and Financial-Based Decision-Making

### **MEETING HISTORY:**

4/14/25 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 March 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 Chandler Liquidity Fund account totaling \$10 million. This large transfer was a combination of funds that were remaining in the Chase General Checking account from the State Revolving Fund (SRF) Loan and received Capacity Charges.

### **FISCAL IMPACT:**

There is no fiscal impact of this action.

### **REQUESTED ACTION:**

Approve the March 2025 Funds Transfer Report.



**Attachments**

[Exhibit A - 2025 March Transfer Form.pdf](#)

# EXHIBIT A

**Fund Transfer Detail March 2025**

Date	Beginning Balances	Amount
3/5/2025	Chase Gen Checking	14,144,477.90
3/5/2025	Chandler Liquidity Fund	72,909,904.37

Date	Transfers	Amount
3/5/2025	Chase Gen Checking → Chandler Liquidity Fund	10,000,000.00

Date	Ending Balances (After Transfers) <sup>1</sup>	Amount
3/5/2025	Chase Gen Checking	3,519,071.31
3/5/2025	Chandler Liquidity Fund	82,909,904.37

(1) Ending balances may include other credits/deposits besides transfer amounts.



## STAFF REPORT

**DATE:** May 1, 2025

**TO:** Board of Directors

**FROM:** Joanne Chan, Director of Operations

**SUBJECT:** Adopt Ordinance Titled - An Ordinance of the Board of Directors of the West Valley Water District Instituting a Cross-Connection Control Program to Protect the Public Water

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### **STRATEGIC GOAL:**

Strategic Goal 7 – Realize Health, Safety, and Regulatory Compliance  
A. Prepare for and Comply with Evolving Water Regulations

### **MEETING HISTORY:**

4/24/25 Engineering, Operations and Planning Committee

### **BACKGROUND:**

The West Valley Water District (District) is committed to providing clean, safe drinking water to its residents and businesses. The District's cross-connection control program is a critical aspect of this commitment. The District's cross-connection control program is mandated by the State Water Resources Control Board (SWRCB). In 2024 the SWRCB adopted the Cross-Connection Control Policy Handbook (CCCPH) which replaced and expanded Title 17 of the California Code of regulations that had remained largely unchanged since its original adoption in the 1980s. The purpose of these standards is to protect the potable water supply of the District from the possibility of contaminants, pollutants, or water from unapproved sources entering the District's water distribution system through cross-connections.

### **DISCUSSION:**

All existing public water systems must submit to the SWRCB a cross-connection control plan no later than 12 months after the effective date of the CCCPH, which would be July 1, 2025. District staff received approval from the SWRCB of the District's cross-connection control plan in March 2025. In response to recent changes in regulations governing cross-connection control, the District shall by ordinance adopt a cross-connection control program that establishes the District's requirements for installation, testing and maintenance of backflow prevention assemblies. Attached as **Exhibit A** is the Ordinance of the Board of Directors of the West Valley Water District Instituting a Cross-connection Control Program to Protect the Public Water. The District's cross-connection control program includes the following ten mandatory elements:

- Operating Rules or Ordinance
- Cross-Connection Control Program Coordinator

- Hazard Assessments
- Backflow Prevention
- Certified Backflow Prevention Assembly Testers and Certified Cross-Connection Control Specialists
- Backflow Prevention Assembly Testing
- Recordkeeping
- Backflow Incident Response, Reporting and Notification
- Public Outreach and Education
- Local Entity Coordination

Any person receiving or using water from the District shall comply with all provisions of the District's cross-connection control program.

**FISCAL IMPACT:**

There is no fiscal impact.

**REQUESTED ACTION:**

Approve the adoption of an ordinance titled - An ordinance of the Board of Directors of the West Valley Water District instituting a cross-connection control program to protect the public water.

**Attachments**

[Ordinance - Cross-connection Control Program -Final.pdf](#)

**ORDINANCE NO. \_\_**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE  
WEST VALLEY WATER DISTRICT INSTITUTING A CROSS-  
CONNECTION CONTROL PROGRAM TO PROTECT THE  
PUBLIC WATER**

**WHEREAS**, the Board of Directors (“Board”) of the West Valley Water District (“District”) imposes an orderly and adequate means of protection of the District water system from backflow, the requirements set forth below are reasonable and necessary for the protection of the District water system and the public health and welfare; and

**WHEREAS**, in 2024 the State Water Resources Control Board (“SWRCB”) adopted the Cross-Connection Control Policy Handbook (“CCCPH”) to build a foundation of awareness regarding the importance of backflow protection and cross-connection control, leading to the implementation of a robust cross-connection control program for public water systems; and

**WHEREAS**, the District desires to begin making updates to its rules and regulations to reflect changes in applicable laws governing cross-connections; and

**WHEREAS**, the Board now wishes to adopt this Ordinance in order to amend its Water Service Regulations to reflect such changes, and to make additional adjustments to its cross-connection control program.

**NOW THEREFORE, THE BOARD OF DIRECTORS OF THE WEST VALLEY  
WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. PURPOSE**

The District is responsible for protecting its water supply from contamination by implementation of a Cross-Connection control program. The purpose of the Cross-Connection control program is (1) to protect the District’s water supply against actual or potential Cross-Connection by isolating within the premise contamination that may occur because of some undiscovered or unauthorized Cross-Connection on the premises; (2) to eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption; (3) to eliminate Cross-Connections between drinking water systems and sources of contamination; (4) to prevent the occurrence of Cross-Connections in the future; and (5) to provide basic educational information on backflow prevention to build awareness within our community.

**SECTION 2. AUTHORITY**

The CCCPH is intended to satisfy the requirements set forth in the District’s operating permit issued by the State Water Resources Control Board. The CCCPH and its standards apply to all California Public Water Systems as defined in California’s Health and Safety Code (CHSC, section 116275(h)). Through the adoption of the CCCPH, the SWRCB is exercising its authority under California’s Safe Drinking Water Act (SDWA).

### SECTION 3. DEFINITIONS

The following definitions apply to the terms used in the CCCPH:

**“Air-gap separation”** or **“AG”** means a physical vertical separation of at least two (2) times the effective pipe diameter between the free-flowing discharge end of a potable water supply pipeline and the flood level of an open or non-pressurized receiving vessel, and in no case less than one (1) inch.

**“Approved water supply”** means a water source that has been approved by the SWRCB for domestic use in a public water system and designated as such in a domestic water supply permit issued pursuant to section 116525 of the CHSC.

**“Auxiliary water supply”** means a source of water, other than an approved water supply, that is either used or equipped, or can be equipped, to be used as a water supply and is located on the premises of, or available to, a water user.

**“Backflow”** means an undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a public water system’s distribution system or approved water supply.

**“Backflow prevention assembly”** or **“BPA”** means a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.

**“Backflow prevention assembly tester”** means a person who is certified as a backflow prevention assembly tester.

**“Community water system”** means a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 year-long residents of the area served by the system.

**“Cross-connection”** means any actual or potential connection or structural arrangement between a public water system, including a piping system connected to the public water system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

**“Cross-connection Control Specialist”** means a person who is certified as a cross-connection control specialist.

**“Distribution system”** means any combination of pipes, tanks, pumps, etc., which delivers drinking water from a source or treatment facility to the consumer and includes: (1) disinfection facilities for which no Giardia or virus reduction is required; and (2) the composite of all distribution systems of a public water system.



**“Double check detector backflow prevention assembly”** or **“DCDA”** means a double check valve backflow prevention assembly that includes a bypass with a water meter and double check backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections.

**“Double check detector backflow prevention assembly – type II”** or **“DCDA-II”** means a double check valve backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections.

**“Double check valve backflow prevention assembly”** or **“DC”** means an assembly consisting of two independently-acting internally-loaded check valves, with tightly closing shut-off valves located at each end of the assembly (upstream and downstream of the two check valves) and fitted with test cocks that enable accurate field testing of the assembly. This type of assembly may only be used to isolate low hazard cross-connections.

**“Hazard Assessment”** means an evaluation of a user premises designed to evaluate the types and degrees of hazard at a user’s premises.

**“High hazard cross-connection”** means a cross-connection that poses a threat to the potability or safety of the public water supply. Materials entering the public water supply through a high hazard cross-connection are contaminants or health hazards.

**“Low hazard cross-connection”** means a cross-connection that has been found to not pose a threat to the potability or safety of the public water supply but may adversely affect the aesthetic quality of the potable water supply. Materials entering the public water supply through a low hazard cross-connection are pollutants or non-health hazards.

**“Noncommunity water system”** means a public water system that is not a community water system.

**“Nontransient noncommunity water system”** means a public water system that is not a community water system and that regularly serves at least 25 of the same persons over six months per year.

**“Premises containment”** means protection of a public water system’s distribution system from backflow from a user’s premises through the installation of one or more air gaps or BPAs, installed as close as practical to the user’s service connection, in a manner that isolates the water user’s water supply from the public water system’s distribution system.

**“Pressure vacuum breaker backsiphonage prevention assembly”** or **“PVB”** means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve;

with test cocks and tightly closing shutoff valves located at each end of the assembly that enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure.

**“Public water system” or “PWS”** means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly services at least 25 individuals daily at least 60 days out of the year. A public water system includes the following: (1) any collection, treatment, storage, and distribution facilities under control of the operator of the system that are used primarily in connection with the system; (2) any collection or pretreatment storage facilities not under control of the operator that are used primarily in connection with the system; and (3) any water system that treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption.

**“Recycled Water”** is a wastewater which as a result of treatment is suitable for uses other than potable use.

**“Reduced pressure principle backflow prevention assembly” or “RP”** means an assembly with two independently acting internally-loaded check valves, with a hydraulically operating mechanically independent differential-pressure relief valve located between the check valves and below the upstream check valve. The assembly shall have shut-off valves located upstream and downstream of the two check-valves, and test cocks to enable accurate field testing of the assembly.

**“Reduced pressure principle detector backflow prevention assembly” or “RPDA”** means a reduced pressure principle backflow prevention assembly that includes a bypass with a water meter and reduced pressure principle backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow.

**“Reduced pressure principle detector backflow prevention assembly – type II” or “RPDA-II”** means a reduced pressure principle backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow.

**“Spill-resistant pressure vacuum breaker backsiphonage prevention assembly” or “SVB”** means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with shutoff valves at each end and a test cock and bleed/vent port, to enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure.

**“State Water Resources Control Board” or SWRCB** means the SWRCB or the local primacy agency having been delegated the authority to enforce the requirements of the CCCPH by the State Water Resources Control Board.

**“Transient noncommunity water system”** means a noncommunity water system that does not regularly serve at least 25 of the same persons over six months per year.

**“User premises”** means the property under the ownership or control of a water user and is served, or is readily capable of being served, with water via a service connection with a public water system.

**“User’s service connection”** means either the point where a water user’s piping is connected to a water system or the point in a water system where the approved water supply can be protected from backflow using an air gap or backflow prevention assembly.

**“User Supervisor”** means a person designated by a water user to oversee a water use site and responsible for the avoidance of cross-connections.

**“Water supplier”** means a person who owns or operates a public water system.

**“Water user”** means a person or entity who is authorized by the PWS to receive water.

#### **SECTION 4. FEES**

The Board of Directors may, by resolution, establish fees or charges assessed under this Ordinance to ensure that the costs reasonably borne by the District are collected from the Water User.

#### **SECTION 5. ENTRY AND INSPECTION**

All Water Users’ systems and premises shall be readily accessible inspection at all reasonable times to authorized representatives of the District to enable the District to ascertain the existence of cross-connections or other structural or sanitary hazards, including violations of the cross-connection rules and regulations in this Ordinance.

#### **SECTION 6. HAZARD ASSESSMENTS**

1. To evaluate the potential for backflow into the District’s distribution system, the District shall complete an initial hazard assessment of all service connections including single-family residences (approximately 25,000 total connections) within the service area.
2. The District shall review all requests for new services to determine if backflow protection is needed. Plans and specifications must be submitted to the District upon request for review of possible Cross-Connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention device is necessary to protect the public water system, the required "lead free" device must be installed before service will be rendered.

3. The District may require an on-premise inspection to any new or existing site to evaluate Cross-Connection hazards. The District will send a written notice requesting an inspection appointment to each affected Water User. Any Water User that cannot, or will not, allow an on-premise inspection of their piping system shall be required to install a "lead free" backflow prevention device as deemed necessary by the District.
4. The District may require a re-inspection at its discretion for Cross-Connection hazards of any premise to which it serves water. The District will contact the water user to request an inspection. Any Water User that cannot, or will not, allow an on-premise inspection of their piping system shall be required to install a "lead free" backflow prevention device as deemed necessary by the District.
5. The District will notify the Water User in writing of the water system survey findings, listing corrective action to be taken, if any. A period of 30 days will be given to complete all corrective action required, including the installation of new or upgraded backflow prevention devices if required. The District, at its sole discretion, may grant a time extension to perform for the corrective action. If the corrective action is not completed within the allotted time, the District may terminate or suspend water service to the affected Water User until the required corrective actions are taken and non-compliance fees are paid in full.
6. After the initial hazard assessment described above, the District must conduct a hazard assessment under the following criteria:
  - a. If a user premises changes account holder, excluding single family residences;
  - b. If a user premises is newly or re-connected to the District;
  - c. If evidence exists of changes in the activities or materials on a user's premises;
  - d. If backflow from a user's premises occurs;
  - e. Periodically, every ten years or as needed as stated above.
  - f. If the SWRCB requests a hazard assessment of a user's premises; and
  - g. If the PWS concludes an existing hazard assessment may no longer be accurately represent the degree of hazard.
7. Fire protection systems shall be protected by no less than DC protection. If a fire protection system is not protected, the District must ensure protection is installed within ten years of adoption of the CCCPH.
  - a. A high hazard cross-connection fire protection system, including but not limited to fire protection systems that may utilize chemical addition or an auxiliary water supply, must have no less than RP protection.
  - b. For existing fire protection systems that do not meet the above requirements or cannot install DC protection within ten years of adoption of the CCCPH, the District may propose:
    - i. An alternate date; or
    - ii. An alternative method of backflow protection that provides at least the same level of protection to public health.

8. Site surveys and hazard assessments will be conducted by staff ANSI certified Cross-Connection Control Specialists. All surveys and assessments will be uploaded into the Backflow Management Database.
9. The District maintains a pre-qualified list of certified testers and specialists. In order to be on the list, a contractor must (1) demonstrate competency by passing a hands-on exam conducted by District staff, (2) possess valid tester and/or specialist certification by a certifying organization, accredited by the American National Standards Institute (ANSI) in accordance with ISO/IEC 17024, and (3) provide field test kit or gage equipment accuracy verification record to the District. Provisions for revocation from the list include but not limited to, falsifying information or providing negligent recommendations inconsistent with industry-standard cross-connection control guidelines.

## **SECTION 7. WATER USER NOTIFICATION FOR TESTING AND MAINTENANCE**

The District uses a backflow management data system to maintain records for hazard assessments, backflow testing and maintenance.

1. The District will notify affected Water Users by mail when annual testing of their device is required and supply users with the necessary documentation regarding backflow prevention device information. This written notification shall give the Water User 30 days to complete the required testing and submit the necessary backflow test certification to the District.
  - a. If the device fails, untestable or needs to be replaced, the tester must notify the Water User and the District within three days.
  - b. The repair or replacement and re-test must be completed and returned to the District within fifteen (15) days from the date the device failed.
  - c. Non-testable backflows will need to be replaced.
  - d. Any backflow test forms received after the due date; the test form becomes invalid. This is to ensure the test form has not been compromised to meet the due date.
2. The notification will include a list of District certified backflow testers. The affected Water User shall retain a certified tester from the list of the District approved backflow prevention assembly testers to perform the required test(s).
3. Each backflow tester must be AWWA Backflow Prevention Assembly (BPA) Tester certified. Their field test kit or gage equipment must be verified for accuracy and certified. BPA field test results must be completed neatly, accurately and true. Field test forms will be provided by the District and included with the annual notification. All annual tests must be submitted to the District via email ([backflow@wvwd.org](mailto:backflow@wvwd.org)).
  - a. The District is required to report any tester that falsifies test forms to all regulatory agencies.

- b. The District reserves the right to conduct an audit on a BPA Tester at any time regarding their testing procedures.
4. After the allotted 30-day period, a second written notice will be sent to each Water User who failed to provide an acceptable backflow test certification for their backflow prevention device. The second notice will allow the Water User an additional 30-day period to have their backflow prevention device tested and an acceptable test certification submitted to the District or allow the Water User to request termination of service. If the Water User fails to supply the District with either an acceptable test certification or a Request for Termination of Service within the two (2) 30-day periods, the District will issue a Final Shutoff notice and the District may suspend or terminate water service to the Water User until the required test is completed. If the District must suspend or terminate water service, fines will be assessed to the Water User's account.
5. Should the backflow prevention device not pass the backflow test, the District will terminate or suspend water service to the affected Water User until the subject device is repaired, retested and shown to be operating properly. Non-testable backflows will need to be replaced.

## **SECTION 8. GENERAL PROVISIONS**

1. Whenever backflow protection has been found necessary (including but not limited to commercial properties, landscape nurseries, manufacturing facilities, hospitals, nursing homes, multi-family units, and facilities including any and all property having fire sprinkler systems or private fire hydrants), the District will require the Water User to install a District-approved backflow prevention device at the Water User's sole expense for continued services or before new service will be rendered. These costs shall include all labor and material necessary to construct or modify the service connection connecting to the District's water main, install the backflow device itself, construct or modify any piping work to be completed on the Water User's side of the backflow device, and the removal of any interfering vaults. The District, at its sole discretion, may require a level of protection that is greater than required by the CCCPH or any other State rule or regulation.
2. Wherever backflow protection has been found necessary on a water supply line entering a Water User's premises, then any and all water supply lines from the District's mains entering such premises, buildings, or structures shall be protected by a District-approved "lead free" backflow prevention device. The Water User shall only install "lead free" backflow prevention devices that have been approved by the District.
3. Each service connection from the District water system to premises having an Auxiliary Water Supply shall be protected against backflow of water from the premises into the District's water system unless the Auxiliary Water Supply is accepted as an additional source by the District and is approved by the public health agency having jurisdiction.
4. Backflow prevention devices shall be installed on the service connection to any premises having (a) internal Cross-Connections that cannot be permanently corrected

and controlled to the satisfaction of the District, or (b) intricate plumbing and piping arrangements, or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist.

5. Any property having two or more services supplying water from different water distribution mains to the same building, structure, or premises through which an interstreet main flow may occur, shall have at least a standard check valve on each water service to be located adjacent to and on the property side of the respective meters. Such check valves shall not be considered adequate if backflow protection is deemed necessary to protect the District's mains from pollution or contamination in such case the installation of a District-approved backflow devices at such service connections shall be required.
6. Backflow prevention devices shall be installed in accordance with the District's standard drawings, which may be updated periodically by the District. The standard drawings also delineate the limit of the District and Water User's responsibility for maintaining the backflow service connection.
7. Installation criteria are needed to ensure that a backflow prevention assembly can operate correctly, and that the required testing can be performed to reliably protect the distribution system at all times. An assembly that is below grade or in an inaccessible location may not allow the tester to correctly perform the field test. The District will allow existing double check valve assemblies to remain in place if they can pass a field test and be repaired. Double check valve backflow prevention assemblies that cannot be repaired or newly installed assemblies will be required to be installed above grade. This allows flexibility for operating cost increases.

## **SECTION 9. BACKFLOW DEVICE REMOVAL**

The Water User, or their agent, shall obtain approval from the District before removing, relocating, or replacing a backflow prevention device. Such approval will be granted at the District's sole discretion.

1. Removal: The use of a device may be discontinued and the device removed from service upon presentation of sufficient evidence to the District to verify that a hazard no longer exists or is not likely to be created in the future.
2. Relocation: The District, at its sole discretion, may allow the relocation of a backflow prevention device, so long as the new location continues to provide the required protection and meet the District's installation requirements. A retest of the relocated backflow prevention assembly will be required following the relocation of the device.
3. Repair: A device may be removed for repair, provided the water use is either discontinued until the repair is completed and the repaired device is reinstalled and returned to service, or the service connection is equipped with another backflow



protection approved by the District. A passing/satisfactory retest will be required following every repair of the device.

4. Replacement: A device may be removed and replaced provided the water use is discontinued until the replacement device is installed. All replacement devices must be approved by the District, commensurate with the degree of hazard involved, and be "lead free." All backflow prevention device replacements, including service piping, shall be constructed up to the current District standards.

## **SECTION 10. WATER SERVICE TERMINATION**

When the District encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, the District shall institute the procedure for discontinuing the District water service.

1. The District will terminate service to a Water User's premises after two (2) written notices have been sent specifying the corrective action needed and the time period in which it must be completed. If no action is taken within the allowed period of time, water service may be terminated. Conditions or water users fall into this category that creates a basis for water service termination shall include, but are not limited to the following items:
  - a. Refusal to install or upgrade to a required "lead free" backflow prevention device.
  - b. Refusal to test a backflow prevention device.
  - c. Refusal to repair a failing backflow prevention device.
  - d. Refusal to replace a failing backflow prevention device.
2. The District will make a reasonable effort to contact and advise the Water User of record of the intent to terminate water service and terminate water supply and lock service valve. The water service will remain inactive until the District has approved correction of violations. Conditions or water users fall into this category that create a basis for water service termination shall include, but are not to limited to the following items:
  - a. Direct or indirect connection between the public water system and a sewer line.
  - b. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
  - c. Unprotected direct or indirect connection between the public water system and an Auxiliary Water System.
  - d. A situation which presents an immediate health hazard to the public water system public health.

## **SECTION 11. BACKFLOW INCIDENT RESPONSE AND REPORTING**

1. If a backflow incident or an unprotected cross-connection is observed at the BPA or prior to the user premises during field testing, the certified backflow tester must notify the District as soon as possible, within 24 hours.

2. Other possible indicators of backflow include customer complaints of odor, discoloration of the water, or direct physical harm from the contact with the water, drops in operating pressure, drops in disinfectant residual, or total coliform and heterotrophic plate counts detections. Each water quality complaint shall be investigated.
3. The District will immediately investigate and discontinue service to the user premises if a backflow incident is confirmed. Water service must not be restored to that user premises until the District receives confirmation of a passing BPA field test form from a certified backflow prevention assembly tester and the assembly is protecting the District.
4. The District will document the findings of the backflow incident and notify the SWRCB and local health agencies of any known or suspected incident of backflow within 24 hours of the determination. If required by the SWRCB, the District must issue a Tier 1 public notification pursuant to CCR, Title 22, Section 64463.1.
5. If required by the SWRCB, the District must submit, by a date specified by the SWRCB, a written incident report describing the details and affected area of the backflow incident, the actions taken by the District in response to the backflow incident, and the follow-up actions to prevent future backflow incidents. The written report must contain, at a minimum, the information requested on the Backflow Incident Reporting Form.

## **SECTION 12. ENTITY COORDINATION**

Whenever there is an issue with a fire service, the Cross-Connection Specialist notifies the business owner to alert the local fire department of a fire watch if the fire service has to be down for more than four (4) hours. In addition, law enforcement is notified of any backflow vandalism or theft by either the business owner or contractor, or by the Cross-Connection Control Specialist for District property. Other local entities may include but are not limited to plumbing, permitting, health officials, maintenance, public and private entities.

## **SECTION 13. RECORDKEEPING**

The District shall maintain the records consistent with its approved Cross-Connection Control Plan and the CCCPH.

## **SECTION 14. PUBLIC OUTREACH AND EDUCATION**

The District may distribute literature for both adults and children about cross-connection and backflow prevention. In addition, the District has an email ([backflow@wvwd.org](mailto:backflow@wvwd.org)) that is specific to cross-connection and backflow prevention for certified testers to send test reports and to respond to questions the public may have regarding cross-connection and backflow prevention. The District also includes information on our website and in our

Service Rules & Regulations which is publicly available at <https://www.wvwd.org/departments/cross-connection-backflow-prevention>.

## **SECTION 15. PUBLICATION**

The President of the Board of Directors shall sign this Ordinance and the Secretary of the Board of Directors shall attest thereto, and this Ordinance shall be in full force and effect immediately upon adoption. Within 15 days after adoption of this Ordinance, a summary of this Ordinance shall be published with the names of the Directors voting for and against this Ordinance and a certified copy of the full text of this Ordinance, along with the names of those Directors voting for and against this Ordinance, shall be posted in the District offices.

## **SECTION 16. EFFECTIVENESS**

This Ordinance shall take effect immediately upon adoption.

## **SECTION 17. CONTROLLING EFFECT**

This Ordinance shall supersede all previously adopted conflicting resolutions, ordinances, or motions of the Board, to the extent of such conflict.

## **SECTION 18. SEVERABILITY**

If any section, subsection, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of this Ordinance shall not be affected thereby. The Board hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

**PASSED, APPROVED AND ADOPTED THIS \_\_ DAY OF \_\_, 2025.**

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Gregory Young  
President of the Board of Directors  
West Valley Water District

ATTEST:

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Elvia Dominguez  
Board Secretary

## CERTIFICATION

I, Elvia Dominguez, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Ordinance was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2025, by the following vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

Dated:

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Elvia Dominguez  
Board Secretary