



## AGENDA

### REGULAR MEETING OF THE BOARD OF DIRECTORS

November 12, 2020

4:00 PM

CALL TO ORDER AND ROLL CALL

ADD-ON ITEMS

APPROVAL OF AGENDA

PUBLIC COMMENT

*Any person may address the Board at this time upon any subject not identified on this Agenda, but within the jurisdiction of Elsinore Valley Municipal Water District; however, any matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered.*

#### I. CONSENT CALENDAR

*Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Calendar, it shall be removed so that it may be acted upon separately.*

##### A. APPROVAL OF:

1. Minutes of the Regular Board Meeting of October 22, 2020
2. Minutes of the Regular Water Planning Committee Meeting of October 19, 2020
3. Minutes of the Regular Engineering and Operations Committee Meeting of October 5, 2020
4. Minutes of the Regular Finance and Administration Committee Meeting of October 20, 2020
5. Demands
6. Contract Services Agreement with General Pump Company, Inc. for Annual As-Needed Potable Well Performance Testing
7. Adoption of a Resolution Amending the District's Conflict of Interest Code
8. Adoption of a Resolution to Approve the Purchase of Tax-Defaulted Property from the County of Riverside Treasurer-Tax Collector



II. REPORTS

*Reports are placed on the Agenda to provide information to the Board and the public. There is no action called for in these items. The Board may engage in discussion on any report upon which specific subject matter is identified, but may not take any action other than to place the matter on a subsequent Agenda.*

- A. General Manager's Report
- B. Legal Counsel's Report
- C. Board Committee Reports

III. DIRECTOR'S COMMENTS AND REQUESTS

*Directors' Comments concern District business which may be of interest to the Board. They are placed on the Agenda to enable individual Board members to convey information to the Board and the public. There is no discussion or action required, other than to place the matter on a subsequent Agenda.*

IV. ADJOURNMENT

**Pursuant to the Governor's Executive Order N-25-20, and in the interest of public health and safety, this meeting will be held telephonically.**

Remote public participation is encouraged in one of the following ways:

**For Online Participation:**

Go to: [www.webex.com](http://www.webex.com) and select Join  
Enter Meeting ID: 126 439 4052  
Meeting Password: 92530

**For Call-in Only:**

Call: 213-306-3065  
Enter Meeting ID 126 439 4052  
Meeting Password: 92530

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the District's Administrative offices not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the District Secretary, 31315 Chaney Street, Lake Elsinore, California.

To request a disability-related modification or accommodation regarding agendas or attendance, contact Terese Quintanar, at (951) 674-3146, extension 8223 at least 48 hours before the meeting.

**MINUTES  
REGULAR MEETING OF THE BOARD  
OF DIRECTORS OF ELSINORE VALLEY  
MUNICIPAL WATER DISTRICT  
THURSDAY, OCTOBER 22, 2020**

The Regular Meeting of the Board of Directors of Elsinore Valley Municipal Water District was held via teleconference, through a call-in number clearly noted on the meeting Agenda, posted in accordance with the Brown Act.

Directors Present

Andy Morris, President  
Phil Williams, Vice President  
Harvey Ryan  
Darcy M. Burke  
Jared McBride

Staff Present

Greg Thomas, General Manager  
Steve Anderson, Legal Counsel  
Terese Quintanar, District Secretary/Administrative Services Supervisor  
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Operations  
Robert Hartwig, Assistant General Manager – Business Services  
Christy Gonzalez, Deputy Board Secretary/Executive Assistant  
Christina Ramirez, Executive Assistant  
Margie Armstrong, Director of Strategic Programs  
Jase Warner, Director of Operations  
Jason Dafforn, Director of Engineering and Water Resources  
Greg Morrison, Government Relations Officer  
Jennifer Dancho, Director of Human Resources  
Tim Collie, Water Operations Manager  
Parag Kalaria, Water Resources Manager  
Scott Thompson, Accounting Manager  
David Smith, Maintenance Manager  
Matt Bates, Engineering Manager  
Shawnelle Morelos, Principal Engineer, Capital Projects  
Nelson Nuezca, Principal Engineer, Capital Projects  
Christina Henry, Community Relations Manager  
Bonnie Woodrome, Community Affairs Supervisor  
Kaitlyn Wu, Community Affairs Specialist  
Haley Munson, Water Efficiency Specialist  
Leah Skor, Records Management Coordinator  
Isabel Casteran, Safety Officer  
Serena Johns, Sr. Management Analyst, Grant Administration

Others Present

Judy Zulfiqar  
Public

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| <b>CALL TO ORDER</b> |
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The meeting was called to order by President Morris at 4:16 p.m.

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| <b>APPROVAL OF AGENDA</b> |
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A motion was made by Director Williams, seconded by Director Ryan, and carried unanimously to approve the Agenda as presented.

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| <b>PUBLIC COMMENTS</b> |
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The meeting was opened to public comments on the teleconference and in the room and there were none.

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| <b>Item I.0 - CONSENT CALENDAR</b><br><i>Resolution Nos. 20-10-01 and 20-10-02</i><br><i>Minute Order #5573</i> |
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- A. APPROVAL OF:
1. Minutes of the Regular Board Meeting of October 8, 2020
  2. Demands
  3. Proposed Formation of Horsethief Canyon Community Facilities District (CFD) 2020-1 (*Reso Nos. 20-10-01 and 20-10-02*)
  4. Amendment 3 to the Professional Services Agreement with GHD, Inc. for Computerized Maintenance Management System (CMMS) Software Evaluation Services (*MO #5573*)

Director Williams pulled Consent Calendar Item A.3. Proposed Formation of Horsethief Canyon Community Facilities District (CFD) 2020-1, for comment.

A motion was made by Director Burke, seconded by Director Ryan, and carried unanimously to:

**1. Approve the Consent Calendar non-pulled items.**

Director Williams commented that the Horsethief Canyon CFD was started back in 2010, and has gone through several different General Managers, many staff members and developers. He expressed his pleasure in seeing the community reach final buildout and that he wholeheartedly supports it.

A motion was made by Director Williams, seconded by Director Ryan, and carried unanimously to:

**1. Approve the Consent Calendar Item A.3. Proposed Formation of Horsethief Canyon Community Facilities District (CFD) 2020-1.**

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| <b>Item II.0 BUSINESS ITEMS</b> |
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| <b>Item II. A American Water Works Association Award Recognition</b> |
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Mr. Warner reported that EVMWD was recently recognized by the California-Nevada American Water Works Association (CA-NV AWWA) for the Operator's Meritorious Service Awards that annually recognizes individuals at the Section level who have demonstrated consistent and outstanding contributions to plant operations and/or maintenance to the distribution system and/or special acts not directly related to water treatment, but which demonstrate dedication to the public beyond normal operating responsibilities.

Mr. Collie presented Chuck Pollock with the Distribution Operator of the Year Award. Mr. Pollock has been in the industry for 34 years, with over 11 years at EVMWD. He was nominated on the ability to control system demands on emergency response, ability to work with the public and other agencies, training of other operators, and knowledge of the system operations.

He then presented Bill Leonard with Treatment Operator of the Year Award. Mr. Leonard has been in the industry for 29 years, with over 22 years at EVMWD. He was nominated on compliance with public health standards, contribution to plant maintenance, training of other operators, and emergency response demands.

President Morris congratulated them and commented that their service to EVMWD is very much appreciated.

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| <b>Item II. B Consider Approval of a Public Works Contract with J &amp; L Constructors Inc. for the Relocation of the 6-Inch Watermain Along State Highway 74 Project</b> |
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*Minute Order #5574*

Mr. Dafforn reported that Caltrans is in the process of preparing bid documents for widening Highway 74 (Ortega Highway) between the Orange County/Riverside County line to Monte Vista Street. The total length of Caltrans' roadway widening project is approximately 6 miles.

The District owns and operates a 6-inch steel watermain along a short segment (approximately 960 linear feet) of the Project within Caltrans right-of-way, near the Monte Vista Street intersection. The existing watermain is currently less than two feet below existing grade and Caltrans is requiring the District relocate the waterline to meet current standards. Staff researched Caltrans request and determined that Caltrans has prior rights, and the District is responsible for the relocation.

This District was not made aware of Caltrans' widening projects until after the District's current fiscal year budget cycle was adopted. As a result, the funds for this project will be pulled from the Elsinore Water Replacement Program.

On March 20, 2020, the District awarded a Professional Services Agreement for Engineering Design Services to JIG Consultants under the General Manager's authority. Design was completed in August 2020.

The design includes relocating and upsizing the existing 6-inch watermain to comply with Caltrans and District standards. The new waterline will be a minimum depth of 42-inches below future grades (after Caltrans Project is complete) and upsized to 8-inch to meet District current standards. The horizontal and vertical alignment have been approved by Caltrans.

The Project was advertised for bid on August 21, 2020 via PlanetBids. The apparent lowest bid, El-Co Contractors, Inc. was deemed non-responsive due to an incomplete bid submission.

Staff performed a detailed review of the J & L Constructors Inc.'s bid documents and checked references. Based on staff's analysis, J & L Constructors Inc. is determined to be the lowest, responsive, and responsible bidder.

Staff presented this item at the October 5, 2020 Engineering and Operations Committee Meeting, and recommended award of a Public Works Contract with J & L Constructors Inc. in the amount of \$310,000.00 and the filing of a Notice of Exemption with the Riverside County Clerk's Office in the amount of \$50.00. This item, including overhead of \$17,771.00, staff time (45 hours) & fringe benefits of \$10,408.00, consultant staff time (inspection, surveying, geotechnical, and engineering services) of \$45,379.00, and costs incurred to date (including design and other costs as outlined in the attached fiscal impact) of \$51,993.00, totals \$435,601.00.

A motion was made by Director Williams, seconded by Director Burke, and carried unanimously to:

1. ***Approve a Public Works Contract with J & L Constructors Inc. in the amount of \$310,000.00;***
2. ***Approve the filing of a Notice of Exemption in the amount of \$50.00 with the Riverside County Clerk's Office;***
3. ***Authorize \$17,771.00 for overhead, \$10,408.00 for staff time, and \$45,379.00 for consultant staff time;***
4. ***Authorize \$51,993.00 for costs incurred to date to cover design and other costs;***
5. ***Authorize the total expenditure and a supplemental appropriation of funds in the amount of \$435,601.00 to the Capital Improvement Program 490, with funding provided from the Elsinore Water Replacement Program 318; and,***
6. ***Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.***

**Item II. C Consider Approval of a Public Works Contract with R.I.C. Construction Co., Inc. for the Cottonwood Hills Pump Station Generator Installation Project**

***Minute Order #5575***

Cottonwood Hills Pump Station (Pump Station) is the primary water supply source for the Canyon Hills area. Due to the critical nature of the Pump Station, a permanent generator is necessary to ensure proper system reliability and redundancy.

The project includes installation of a new 400 KW permanently mounted standby emergency generator with new 1,000 gallon above ground fuel tank and all required electrical and instrumentation equipment. At maximum load, the generator will operate the Pump Station for up to 24 hours.

Under Infrastructure Engineering Corporation's Program Management Contract and Rockwell Construction Services On-Call Electrical Support Services contract, separate task orders were issued for support in developing the contract documents. Project costs to date total \$38,259.00. Those same contracts will be utilized to provide inspection support services and engineering design support throughout the construction of the project.

The Project was advertised for bid on July 28, 2020 via PlanetBids. On September 2, 2020, six (6) prequalified bidders submitted bids by the deadline. Staff performed a detailed review of the bid documents and checked references. Based on staff's analysis, R.I.C. Construction Co., Inc. is determined to be the lowest, responsive, and responsible bidder.

Staff presented this item at the October 5, 2020 Engineering and Operations Committee Meeting, and recommended award of a Public Works Contract with R.I.C. Construction Co., Inc. in the amount of \$316,446.00. This item, including overhead of \$16,819.00, staff time (55 hours) & fringe benefits of \$11,459.00, construction management and inspection services (99 hours) of \$15,840.00, and program management (25 hours) of \$4,100.00 totals \$364,664.00.

Responding to Director Williams, Mr. Dafforn commented that the project will be completed in approximately three months. He also clarified to Director Burke that the generator will be qualified for the highest tiered CARB rating with quite a bit of emission controls.

A motion was made by Director Ryan, seconded by Director Burke, and carried unanimously to:

- 1. Approve a Public Works Contract with R.I.C. Construction Co., Inc. in the amount of \$316,446.00;***
- 2. Authorize \$16,819.00 for overhead, \$11,459.00 for staff time, \$15,840.00 for construction management and inspection services, and \$4,100.00 for program management;***

3. **Authorize the total expenditure in the amount of \$364,664.00 to the Capital Improvement Program 490, with funding provided from the Elsinore Water Replacement Program 318; and,**
4. **Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.**

#### **Item III. A GENERAL MANAGER'S REPORT**

Mr. Thomas reported that EVMWD's health protocols are in line with recommendations. He learned that the County is planning to stay in "Purple" through the end of the year, with the more restrictive mandates. Also, an update of the Flow Into Fall event will be provided at the next Study Session meeting. EVMWD participated in the Great Shakeout last week and staff went through a series of emergency scenarios, one of them being the startup of the CLWTP. It was a great exercise related to an emergency startup of a treatment plant. Another exercise is planned, and we may also coordinate efforts with the City of Lake Elsinore.

Greg Morrison reported that the sales tax, corporate tax and income tax coming into the State are much higher than expected. The Legislative Analyst's Office (LAO) is the source for information and will reveal the five-year projected outlook in the spring. We've only used about half of California's reserves and we've also heard from John Watts that the lame duck session could be heavy this year, as congress is anticipating reauthorization of the WIIN Act and WRDA. Also, the deficit on the Colorado river is 1.2M AF every year and it is something we will be looking at locally. The last stimulus package passed was \$2.2 trillion dollars and there was \$179 billion for local governments that could not be used for recovery of lost revenue due to COVID. The next stimulus will provide that, as well as funds for residents to pay their bills. There is a 48-hour deadline to come up with a decision.

#### **Item III. B LEGAL COUNSEL'S REPORT**

Steve Anderson reported on the prior report of the court of appeals decision involving the City of Santa Monica and the California Voting Rights Act, the first time a court sided with a public agency against a plaintiff brought lawsuit challenging how district lines are drawn. On Tuesday, the California Supreme Court decided to hear the case, so the court of appeal decision has been set aside.

#### **Item III. C COMMITTEE REPORTS**

Director Ryan reported on a ACWA Region 9 & 10 conference call, where an event featuring the Colorado River was discussed. Peter Fiske may be speaking on the salt issues in the Colorado River. He also reported on the CalDesal virtual conference he participated in, where Dr. Fiske spoke and was very knowledgeable about new technology. There were six resource projects that were discussed introducing new technology to extract salt from water.



Director Ryan also reported on the Finance and Administration Committee meeting he attended where alternative insurance program, Customer Service performance measures, and the Purchase Card Program was discussed. A pilot study was also discussed where EVMWD will partner with the school districts to put a 5G or LTE on our cell towers to support the students.

Director Burke reported on the Water Planning Committee meeting, where she learned that we have been able to utilize a lot more groundwater this year than in previous years, due to planning. She applauded staff for their efforts and relayed appreciation and asked for her appreciation to be shared. Cost of compliance was also discussed and that will be brought to the Board at a Study Session meeting. A letter from the Regional Water Quality Control Board was shared regarding PFOS and PFOA at the March Air Reserve Base. A Water Futures commodity video was shared and will also be shared with the entire Board. She reported on the Community Outreach Ad Hoc meeting and relayed good feedback about the Flow Into Fall event. She hopes we can continue this in the future. To conclude, she reported on an event she attended where MWD General Manager Jeff Kightlinger mentioned that there are many employees retiring. There is a need to remain competitive to keep the trained and able employees staffed. He also spoke of adaptability to climate change, and how we stay prepared. He reminded us that we are in the “forever” business.

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| <b>Item IV.0 DIRECTORS' COMMENTS AND REQUESTS</b> |
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Director McBride commented on seeing a portion of Flow Into Fall and that it turned out very good. He also recommended a podcast called Water Wars.

Director Williams complimented staff on their achievements; namely awards received.

President Morris also commented on the Flow Into Fall and the excellent garden tour, Regional Wastewater Reclamation Treatment Plant tour, and seeing installation of a water meter. He relayed kudos to staff.

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| <b>Item V. CLOSED SESSION</b><br><i>Minute Order #5576-5577</i> |
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The Board adjourned to Closed Session at 5:05 p.m. to discuss:

- A. Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation pursuant to subdivision (d) of Section 54956.9 of the Government Code (1 or more potential cases)

The Board reconvened to open session at 5:51 p.m. and reported the following actions.

A motion was made by Director Williams, seconded by Director Burke, and carried unanimously to:

- 1. Authorize the General Manager to execute two Mills Gravity Line Capacity Purchase Agreements and a Lease Agreement with Western Municipal Water District for the Meeks and Daley Water Company Groundwater and San Bernardino Basin Area on behalf of EVWMD. *(MO #5576)*

A motion was made by Director Burke, seconded by Director Williams, and carried unanimously to:

- 1. Authorize the General Manager to execute the Settlement Agreement and Release between Canyon Lake Property Owners Association, EVMWD, City of Canyon Lake, and Glen E. Jackson Jr. and Carlene R Jackson Trustees of the Glen and Carlene Jackson Family Trust dated January 5, 2015 on behalf of EVMWD. *(MO #5577)*

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| <b>Item VI.0    ADJOURNMENT</b> |
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The meeting was adjourned at 5:52 p.m.

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Andy Morris, President of the  
Board of Directors of the  
Elsinore Valley Municipal Water District

ATTEST:

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Terese Quintanar, Board Secretary  
to the Board of Directors of  
Elsinore Valley Municipal Water District

**MINUTES  
REGULAR MEETING  
WATER PLANNING COMMITTEE**

**October 19, 2020  
3:30 P.M.**

- EVMWD BOARD ACTION
- APPROVED
  - APPROVED AS AMENDED
  - DENIED
  - CONTINUED

The Regular Water Planning Committee (WPC) Meeting was held via teleconference, with members of the public notified of the ability to observe and provide public comment telephonically through the information provided on the meeting Agenda.

Directors Present

Andy Morris  
Darcy M. Burke

Staff Present

Greg Thomas, General Manager  
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Ops.  
Robert Hartwig, Assistant General Manager- Business Services  
Terese Quintanar, District Secretary/Administrative Services Supervisor  
Jason Dafforn, Director of Engineering and Water Resources  
Margie Armstrong, Director of Strategic Programs  
Jase Warner, Director of Operations  
Greg Morrison, Government Relations Officer  
Tim Collie, Water Operations Manager  
Parag Kalaria, Water Resources Manager  
David Smith, Maintenance Manager  
Matthew Bates, Engineering Manager  
Mike Ali, Water Quality Administrator  
Jesus Gastelum, Sr. Water Resources Planner Engineer  
Shane Sibbett, Civil Engineer - Planning  
Bonnie Woodrome, Community Affairs Supervisor  
Andrea Kraft, Engineer Project Coordinator  
Christina Henry, Community Relations Manager  
Nelson Nuezca, Principal Engineer, Capital Projects

Others Present

Public

**CALL TO ORDER**

Director Burke called the meeting to order at 3:30 p.m.

## PUBLIC COMMENTS

The meeting was opened to public comments and there were none.

1. **Cost of Compliance** – Many of the tasks performed by staff are done to comply with numerous requirements that regulate the water and wastewater industry. The Board requested staff to compile the District's costs related to compliance with those various regulatory agencies.

Various departmental staff outlined the types of compliance activities associated with their departments and the agencies regulating those tasks. Ms. Armstrong described most of the federal, state and local regulatory agencies staff works with and shared that most agencies have multiple items to comply with. Training, safety, certifications, contact hours and many other factors also contribute to the cost of compliance.

Costs were broken out by department. Water Operations has close to \$3M in costs, Wastewater Operations has \$2.5M in costs, Facility and Vehicle Maintenance has \$500K on the water side and 413K on the wastewater side, and Engineering also have over \$500K in costs. The total costs are equivalent to \$10.10 to every account on the water side or 11% of an average bill and \$8.45 on the wastewater side or 18% of the average bill. Every agency has different costs, and it is hard to compare costs, agency to agency. Director Burke asked if the Regional Wastewater Reclamation Plant Expansion was done to comply with the directive from the Regional Water Quality Board and if these costs were included. The timing of the expansion is a directive; however, the expansion was to accommodate more customers, therefore was not included. The Vulnerability Study is also included in these costs. Board training is not included, but Director Burke asked if other staff training costs were included. There have been some costs, such as audits that are not included. Director Burke opined that it would be helpful to know what is and what is not included because it is important to understand that there is a very finite amount of discretionary input the Board has. The effect of the compliance costs has on bills is 30% monthly (based on a household of four). There are a few items on the Administration and Board levels that are not included, but that amount is very small. President Morris commented that this is representative of costs we have no control of. The question of discretionary versus non-discretionary is a question that continues to come up. Director Burke asked to have Human Resources and Administrative compliance costs be included when presented to the Board at a Study Session. Director Burke also mentioned best management practices that are prudent to follow that are not necessarily regulatory items.

2. **Key Water Quality Parameters** – Mr. Ali reported that groundwater arsenic compliance levels have continuously been maintained under the MCL. Distribution TDS are at good levels and imported water has been trending as predicted. Staff is sampling at Canyon Lake. Recycled water remains stable. PFOS and PFOA State Permits are in hand for the northern wells and we are

monitoring compliance, which is also non-discretionary. In regard to Summerly Well, it does exceed the State's response level and we are continuing to work with the State for permitting. Director Burke asked about the Canyon Lake Study and Mr. Krishnamurthy responded that staff will be reporting to the Board in November.

3. **Water Resources at a Glance** – Mr. Gastelum reported that the lakes have good water levels and are above the minimum obligations. Staff will look again at the estimated levels for 2022. Precipitation is at 62% of the average in Northern California and 77% in Southern California. Elsinore precipitation is at 12.7" which is above average. State Water Project allocation is at 20%, typical for this time of the year. We are hoping to get some rain this season, however the forecast does not look good. It is predicted that we will have dryer conditions. Reservoir levels in California are doing well, with Oroville at 74% of historical average. Lake Mead is still at a low historical level. Gallons per capita per day (GPCD) is 138, typical for this time of year. The residential use is 74% of total water consumption for August. Asset Transfer has used 4,569 CFS, or 63% of available capacity. Domestic water usage is less than 1% in inefficient use than last year. For excessive use, there is a total of 150 AF, which is 25 AF higher than the past year. Landscape has almost zero change from last year. Division 1 is the highest consumption for inefficient and excessive, and Division 5 is next highest. Division 2 has the highest consumption for landscape irrigation.

Staff presented information on how many customers are on autopay and also how many are in the inefficient and excessive domestic water use categories. There are close to 35% in these groups who are also on autopay. On the irrigation side, there are about 65% in the inefficient group on autopay and in excessive category there are 61% on autopay.

4. **Operational Statistics** – Mr. Collie reported a substantial increase in well production this year, over 1100 AF produced more than last year. Back Basin WTP has been online and produced 791 AF. There was 216 AF transferred into the Elsinore Basin from the Coldwater Basin. Total water imported was less than last year, but total production was 100 AF more than last year. Cost per acre foot for wells are \$249 and the Back Basin WTP is at \$383 per acre foot. Transfer from the Coldwater Basin was \$143 per acre foot and the total cost of imported water was \$1,125 per acre foot. The combined average totals \$910 per acre foot. In the Temescal Division, 61% of water produced is exported to the Elsinore system. Total production in Temescal is 354 AF, with an average cost at \$143 per acre foot. Water loss is a 1.8% and AWWA says anything under 15% is good. Staff is focusing on getting the water loss to under 1%.
5. **Other** – Mr. Krishnamurthy distributed a letter from the Regional Water Quality Control Board on the PFOAS issue at March ARB. Being a big development, EVMWD will be engaging them regarding Canyon Lake and the upstream sampling. He continued to talk of an agreement that Orange County is interested

in joining. The City of Corona initially did not want to participate but now has expressed interest.

An informational short video clip from CME group titled “Understanding Nasdaq Veles California Water Index” was then shown. Mr. Hartwig further explained that they will be selling water futures contracts. Each contract will be for 10 AF of water, which can either be purchased or sold. The video described how the price was to be determined. A person who invests in this market will be buying or selling in what is called the margin amount. The margin amount would then be placed in a trust account maintained by a third party. Under State law, governments cannot participate in this market because it is too risky. There is no actual commodity delivered.

Mr. Kirshnamurthy reported that the Upper Temescal Valley Salt and Nutrient Plan agenda item was adjourned to the December Regional Water Quality Board meeting. This plan will help establish water quality objectives and save millions on the capital side and operational side.

Director Morris mentioned that the City of Canyon Lake does not have a landscape ordinance for new construction and asked if we can share that ordinance with Canyon Lake. Mr. Thomas reported that staff has shared this with Chris Mann, the City Manager of Canyon Lake. Director Morris also asked if the PFAS monitoring plans are ready since we are expecting rain this weekend. Mr. Kalaria responded that they are ready however, 2-3 days of continuous rain is needed to get the samples.

6. **Consider Items for Board Review** – There were none.
7. **Adjournment at 4:30 p.m.**

- EVMWD BOARD ACTION
  - APPROVED
  - APPROVED AS AMENDED
  - DENIED
  - CONTINUED
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**MINUTES**  
**ENGINEERING AND OPERATIONS COMMITTEE**  
**Regular Meeting**  
**October 5, 2020**

The Regular Engineering and Operations Committee Meeting was held via teleconference through a call-in number clearly noted on the meeting Agenda, posted in accordance with the Brown Act.

Director Present:

Harvey R. Ryan  
Jared McBride

Staff Present:

Greg Thomas, General Manager  
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Ops.  
Christy Gonzalez, Executive Assistant/Deputy Board Secretary  
Christina Ramirez, Executive Assistant  
Margie Armstrong, Director of Strategic Programs  
Jason Dafforn, Director of Engineering and Water Resources  
Jase Warner, Director of Operations  
Matthew Bates, Engineering Manager  
Parag Kalaria, Water Resources Manager  
Greg Morrison, Government Relations Officer  
David A. Smith, Maintenance Manager  
Tim Collie, Water Operations Manager  
Shawnele Morelos, Principal Engineer – Capital Projects  
Andrea Kraft, Engineer Project Coordinator  
Sheena Weiss, Development Services Representatives I

Public

Anthony Naccarato, Woodward & Curran

**CALL TO ORDER**

Director Ryan called the meeting to order at 4:00 p.m.

**PUBLIC COMMENTS**

The meeting was opened to public comments and there were none.

- 1. Public Works Contract with R.I.C. Construction Co., Inc. for the Cottonwood Hills Pump Station Generator Installation Project**– Mr. Bates presented on this item and displayed the project location from the Capital Improvement Project Maps located on the website. Cottonwood Hills Pump Station (Pump Station), located along Railroad Canyon Road near the Railroad Canyon Water Reclamation Facility, is the primary water supply to the Canyon Hills area. Due to the critical nature of the Pump Station, a permanent generator is necessary to ensure proper system reliability and redundancy.

The project includes installation of a new 400 KW permanently mounted standby emergency generator with new 1,000 gallon above ground fuel tank and all required electrical and instrumentation equipment. At maximum load, the generator will operate the Pump Station for up to 24 hours.

Under Infrastructure Engineering Corporation's Program Management Contract and Rockwell Construction Services On-Call Electrical Support Services contract, separate task orders were issued for support in developing the contract documents. Project costs to date total \$38,259.00. Those same contracts will be utilized to provide inspection support services and engineering design support throughout the construction of the project.

The Project was advertised for bid on July 28, 2020 via PlanetBids. On September 2, 2020, six prequalified bidders submitted bids by the deadline.

Staff performed a detailed review of the bid documents and checked references. Based on staff's analysis, R.I.C. Construction Co., Inc. is determined to be the lowest, responsive, and responsible bidder.

Staff plans to present this item at the October 22, 2020 Board of Directors Meeting to recommend award of a Public Works Contract with R.I.C. Construction Co., Inc. in the amount of \$316,446.00. This item, including overhead of \$16,819.00, staff time (55 hours) & fringe benefits of \$11,459.00, construction management and inspection services (99 hours) of \$15,840.00, and program management (25 hours) of \$4,100 totals \$364,664.00.

Clarifying to Director Ryan, construction management and inspection services will be done in-house. Mr. Bates also mentioned that the fuel supply for the generator will last 24 hours for the full load, however depending on the season, all pumps may not be running.

Director McBride questioned if there was any mobility to this generator. Mr. Bates explained that we have two types of generators, permanent or mobile. This generator at Cottonwood Hill Pump Station will be a permanent generator. In case of an emergency, we do have the ability to dispatch a mobile fleet to a facility that may require a backup generator.



- 2. Public Works Contract with J & L Constructors Inc. for the Relocation of the 6-Inch Watermain Along State Highway 74 Project** – Caltrans is in the process of preparing bid documents for widening Highway 74 (Ortega Highway) between the Orange County/Riverside County line to Monte Vista Street. The total length of Caltrans' roadway widening project is approximately 6 miles.

The District owns and operates a 6-inch steel watermain along a short segment (approximately 960 linear feet) of the Project within Caltrans right-of-way, near the Monte Vista Street intersection. The existing watermain is currently less than two feet below existing grade and Caltrans is requiring the District relocate the waterline to meet current standards. Staff researched Caltrans request and determined that Caltrans has prior rights and the District is responsible for the relocation.

This District was not made aware of Caltrans' widening projects until after the District's current fiscal year budget cycle was adopted. As a result, the funds for this project will be pulled from the Elsinore water replacement program.

On March 20, 2020, the District awarded a Professional Services Agreement for Engineering Design Services to JIG Consultants under the General Manager's authority. Design was completed in August 2020.

The design includes relocating and upsizing the existing 6-inch watermain to comply with Caltrans and District standards. The new waterline will be a minimum depth of 42-inches below future grades (after Caltrans Project is complete) and upsized to 8-inch to meet District current standards. The horizontal and vertical alignment have been approved by Caltrans.

The Project was advertised for bid on August 21, 2020 via PlanetBids. On September 15, 2020, ten prequalified bidders submitted bids by the deadline.

Staff performed a detailed review of the J & L Constructors Inc.'s bid documents and checked references. Based on staff's analysis, J & L Constructors Inc. is determined to be the lowest, responsive, and responsible bidder.

Staff plans to present this item at the October 22, 2020 Board of Directors Meeting to recommend award of a Public Works Contract with J & L Constructors Inc. in the amount of \$310,000.00. and the filing of a Notice of Exemption with the Riverside County Clerk's Office in the amount of \$50. This item, including overhead of \$17,771.00, staff time (45 hours) & fringe benefits of \$10,408.00, consultant staff time (inspection, surveying, geotechnical, and engineering services) of \$45,379.00, and costs incurred to date of \$51,993.00, totals \$435,601.00.

Answering a question from Director McBride, Mr. Bates explained that it was unknown to EVMWD that Caltrans was going to do the work, therefore making this project an unforeseen cost.

**3. Engineering Department Quarterly Performance Measures and Project Updates** – Mr. Kalaria and Mr. Bates presented on this item and referenced the PowerPoint located within packet.

Mr. Kalaria provided an update on the active Capital Improvement Projects. There is a total of 41 active projects: of which 34% in planning, 44% in design, and 22% in construction. Design of the Regional WRF Expansion project is expected to be finalized by October 31, 2020. Construction photos were reviewed of the Regional WRF Upgrades Project. Mr. Kirshnamurthy commented that one of the challenges anticipated for this project was the shallow groundwater table in the area. Dewatering has always been a part of the plan; however, it was noticed over the past few weeks that the amount of dewatering that is being done is more than what was originally anticipated. It is not known yet if this will cause any schedule impacts, however, an update to the Board will be done in the next month. Answering a question from Director Ryan, Mr. Kalaria explained that the water table could have been affected by the increased Lake Elsinore elevation saturating the ground due to two wet years. There was also a high amount of discharge into Temescal Wash from Eastern MWD. These factors can cause the unusually high groundwater levels.

Mr. Bates provided an update on the Skymeadows Booster Pump Station and Los Pinos 2A Pump Station along with the 1467 Zone Phase V Water Main Improvements Project. Photos were also reviewed. Two condition assessments were recently completed. From these two condition assessments, it was determined that A-3 Lift Station and Rice Canyon Reservoir were top priority. Preparation of Request for Proposals are being done for both projects. Safety Upgrades/OSHA Compliance evaluation was also completed. All water and wastewater eyewash facilities were evaluated at no costs by HAWS, the manufacturer of the eyewash facilities.

Mr. Bates further provided an update on Development Services. In the first half of the year, there was a lot of activity in planning and plan check submittals. District and Consultant inspection hours were then reviewed. Meter sets spiked in the month of June. There has also been an increase in will serve and availability requests.

Director McBride requested some information on the CLWTP Phase I Improvements Project. Mr. Kirshnamurthy responded that an update will be provided at a future Study Session.

4. **Consider Items for Board Review** – Agenda Items 1 and 2 will be brought back for Board consideration.
5. **Discuss Future Agenda Items** – There were none.
6. **Other** – There were none.
7. **Adjourned at 4:03 p.m.**

DRAFT

- EVMWD BOARD ACTION
- APPROVED
- APPROVED AS AMENDED
- DENIED
- CONTINUED

**MINUTES  
REGULAR MEETING  
FINANCE & ADMINISTRATION COMMITTEE**

**October 20, 2020  
3:30 P.M.**

The Regular Finance and Administration Committee (FAC) Meeting was held via teleconference, with members of the public notified of the ability to observe and provide public comment telephonically through the information provided on the meeting Agenda.

Director Present

Harvey R. Ryan  
Phil Williams

Staff Present

Greg Thomas, General Manager  
Robert Hartwig, Assistant General Manager – Business Services  
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Ops.  
Terese Quintanar, District Secretary/Administrative Services Supervisor  
Christy Gonzalez, Executive Assistant/Deputy Board Secretary  
Jennifer Dancho, Director of Human Resources  
Margie Armstrong, Director of Strategic Programs  
Jason Dafforn, Director of Engineering and Water Resources  
Scott Thompson, Accounting Manager  
Christina Henry, Community Relations Manager  
Greg Morrison, Government Affairs Officer  
Tim Collie, Water Operations Manager

Others Present

Public

**CALL TO ORDER**

Director Williams called the meeting to order at 3:30 p.m.

**PUBLIC COMMENTS**

The meeting was opened to public comments and there were none.

1. **Alternative Insurance Programs** – Mr. Hartwig reported on a meeting he had with representatives from Home Serve USA, a company that is under contract with the National League of Cities (NLC). Two alternative insurance programs were discussed. The first option is the Line Warranty Maintenance Program. Currently the District handles leaks and other maintenance problems that occur in our water

lines up to the service meter. Anything that happens beyond the meter and into the home or business is the customer's responsibility.

This maintenance program would pay for any repairs that occur on the customer's side of the meter. It is essentially an insurance policy. The customer would be able to opt-in to the program. If they opt in, they will pay an additional \$6.75 per month (\$81 per year) on their water bills. Of this amount the District would keep \$9 per year, and Home Serve USA would receive \$72 per year. Home Serve USA would be solely responsible for any repairs beyond the meter.

For an additional \$9.75 per month (\$117 per year), the customer would also be covered for any sewer problems that occur between the home or business and the District's sewer lines. Again, the District would keep \$9 per year, and Home Serve USA would receive \$108.

Home Serve USA currently has 4 million customers signed up for their programs across the US, with 7 million contracts in place. The insurance covers up to \$8500 per occurrence. Cities of San Diego, Chula Vista, and Oceanside are currently using this program. Home Serve USA states that we could expect about 10% of our customers to sign up for this program over time.

The second option is a leak adjustment policy. Per District policy, the District currently provides a leak adjustment by re-rating any water used in tiers 3 and 4 to the tier 2 rate. The option would pay for 100% of any customer overage caused by a water leak beyond the meter. The coverage amount is \$2,500 per occurrence, but there are lower cost options for \$500 or \$1000 in coverage.

Unlike the first option, the leak adjustment policy is an "opt-out" policy. Customers would pay \$1 per month unless they opt out. The customer would deal with Home Serve directly for any reimbursement. Home Serve USA estimates that 2-3% of customers decide to opt out.

This is a relatively new program that started in Tennessee. For this option, there are approximately 150 agencies signed up in the United States to date. There are no agencies in this area signed up for this program.

The Committee concurred that this is not a feasible program at this time but can be revisited later.

2. **Customer Service Department Performance Measures 1st Quarter FY 2020 & 2021** – Ms. Henry reported that call volume is very low during this first quarter, however average handling time is higher due to more time spent with customers on the phone discussing different options with RARE or payment agreements due to COVID. Customer contact reasons mostly include generally inquiry. There was a huge drop in delinquencies type of calls. Calls answered within five minutes was at 99%. Web payments increased by 4% this year. Autopay payments are at 16%. There were 30% of website payments done by mobile devices, and 70% through

a desktop. COVID-19 inquiries totaled 109 for this quarter. Bad debt recovery was recovered more this year than last year, and bad debt is lower than last year. Total expensed is 0.11% and the average balance due is considerably higher than last year. Bad debt breakdown was 93% tenant and 7% owner, higher than normal. If we were turning off accounts, there would be 1200 turnoffs with an average balance of \$300. RARE eligibility was slightly less than last year, but the payout is higher. This is due to the average household being higher, or with longer billing periods. AquaHawk reporting has recently improved and can now break down alert type. There were 2,528 alerts for dollar value and 11,965 alerts for over water usage. Notification type preferred is email.

3. **Other** – AJ Rivera provided a background and history regarding the Purchase Card (P-card) Program. The traditional process involved getting a quote from the vendor and inputting into our financial system before getting it processed and materials received. The P-card allows staff to be present with the retailer or online and allows for immediate purchases and use of materials. The verification process takes place weekly or monthly with the manager. Rebate dollars are received for every dollar spent. In April, the Administrative Code was updated to allow for a \$5,000 limit. The Board asked for staff to increase rebate opportunities. The District is underway with a virtual pay program and fraud prevention efforts continue to improve through enhanced website algorithms and security controls. A summary of use trends and vendors was also provided. Virtual pay program was explained, which is paid by US Bank to the merchant and US Bank bills us. This program will increase rebates to the District. This is optional and vendors do pay a fee but get payments faster. Outreach began in August and we hope to go live December 1. There were 208 vendors identified and 109 were targeted because they made up 97% spent. There were 44 suppliers that enrolled, and 36 who declined. There were 228 suppliers that were unresponsive or unverified. Rebate dollars could be close to \$40,000 total with this program, which would supplement the RARE Program. Standard terms with US Bank remain the same as they are now. Although some vendors have declined, others are willing to negotiate in the future.

Greg Thomas provided a verbal update to the Committee regarding his conversations with Kim Cousins and the school district's information technology department. A pilot study will be done with the District to provide students with internet support. Director Ryan suggested that Mr. Cousins could possibly help on a County level also.

4. **Consider Items for Board Review** – None.
5. **Adjournment at 4:02 p.m.**

## AP Disbursement Report

Cash Disbursements for 10/14/2020 through 11/12/2020

| Check or Reference # | Payment Date | Paid to Vendor                 | Payment Description                     | Interim Justification | Pmt Type | Payment Amount |
|----------------------|--------------|--------------------------------|---|-----------------------|----------|----------------|
| <b>INTERIMS</b>      |              |                                |   |                       |          |                |
| 6390                 | 10/15/2020   | ACWA ASSOC OF CA WATER AGENCY  | 2021 ANNUAL AGENCY DUES                 | DUE UPON RECEIPT      | ACH      | 29,789.85      |
| 6391                 | 10/15/2020   | CAL OLYMPIC GLOVE AND SAFETY C | SAFETY SUPPLIES                         | DUE 08/06/2020        | ACH      | 209.54         |
| 6392                 | 10/15/2020   | CALIFORNIA HAZARDOUS SERVICES  | QUARTERLY SITE VISITS                   | DUE 08/07/2020        | ACH      | 450.00         |
| 6393                 | 10/15/2020   | ENTERPRISE FM TRUST            | FLEET LEASE                             | DUE 09/20/2020        | ACH      | 42,588.64      |
| 6394                 | 10/15/2020   | FERGUSON WATERWORKS #1082      | AMTROL WELL X-TROL BLADDER TANK         | DUE 09/07/2020        | ACH      | 52,383.50      |
| 6395                 | 10/15/2020   | NORTHSTAR CHEMICAL             | CHEMICALS                               | DUE 10/18/2020        | ACH      | 4,149.90       |
| 6396                 | 10/22/2020   | CHANDLER ASSET MANAGEMENT INC. | INVESTMENT MANAGERMENTS SERVICES        | DUE 10/30/2020        | ACH      | 9,376.54       |
| 6397                 | 10/22/2020   | CUES INC                       | ANNUAL SUPPORT FOR GRANITENET           | DUE 10/30/2020        | ACH      | 2,850.00       |
| 6398                 | 10/22/2020   | ENVIRONMENTAL SYSTEMS          | ENTERPRISE AGREEMENT FEE SOFTWARE/MAINT | DUE 10/21/2020        | ACH      | 25,000.00      |
| 6399                 | 10/22/2020   | GLOBAL POWER GROUP INC         | GENERATOR MAINTENANCE                   | DUE 10/01/2020        | ACH      | 4,860.55       |
| 6400                 | 10/22/2020   | HACH COMPANY                   | MULTI-SITE SERVICE                      | DUE 10/21/2020        | ACH      | 14,218.13      |
| 6401                 | 10/22/2020   | HILL BROTHERS CHEMICAL CO      | CHEMICALS                               | DUE 10/24/2020        | ACH      | 1,669.42       |
| 6402                 | 10/22/2020   | NORTHSTAR CHEMICAL             | CHEMICALS                               | DUE 10/24/2020        | ACH      | 32,778.39      |
| 6403                 | 10/22/2020   | PSA PRINT GROUP                | VIRTUAL OPEN HOUSE POSTCARDS            | DUE 10/30/2020        | ACH      | 2,378.82       |
| 6404                 | 10/29/2020   | NURSERY PRODUCTS               | SLUDGE HAULING                          | DUE 10/30/2020        | ACH      | 74,572.00      |
| 245104               | 10/15/2020   | APPLE ONE INC                  | TEMPORARY SERVICES                      | DUE 08/22/2020        | CHECK    | 1,176.80       |
| 245105               | 10/15/2020   | AQUA METRIC SALES COMPANY      | METERS                                  | DUE 09/25/2020        | CHECK    | 23,921.50      |
| 245106               | 10/15/2020   | AT&T MOBILITY                  | PHONE INVOICE                           | DUE 10/23/2020        | CHECK    | 10,003.34      |
| 245107               | 10/15/2020   | CITY OF CANYON LAKE            | SEP 2020 UTILITY TAX REMITTANCE         | DUE 10/20/2020        | CHECK    | 29,329.10      |
| 245120               | 10/15/2020   | FRONTIER CALIFORNIA INC.       | PHONE INVOICE                           | DUE 10/26/2020        | CHECK    | 619.41         |
| 245121               | 10/15/2020   | ROCKWELL SOLUTIONS             | INDUSTRIAL SUPPLIES                     | DUE 09/10/2020        | CHECK    | 6,712.00       |
| 245122               | 10/15/2020   | SOUTHERN CALIFORNIA EDISON     | ELECTRIC INVOICE                        | DUE 10/26/2020        | CHECK    | 220,288.41     |
| 245123               | 10/15/2020   | SPOK INC                       | PAGER INVOICE                           | DUE 10/22/2020        | CHECK    | 152.85         |
| 245124               | 10/15/2020   | SPRINT SPECTRUM L.P.           | PHONE INVOICE                           | DUE 11/09/2020        | CHECK    | 254.19         |
| 245125               | 10/15/2020   | TPX COMMUNICATIONS             | PHONE INVOICE                           | DUE 10/22/2020        | CHECK    | 12,720.15      |
| 245126               | 10/22/2020   | ACWA JOINT POWERS INS AUTH     | HEALTH/VISION COVERAGE-NOV 2020         | DUE UPON RECEIPT      | CHECK    | 6,144.83       |
| 245127               | 10/22/2020   | AT&T MOBILITY                  | PHONE INVOICE                           | DUE 10/25/2020        | CHECK    | 3,332.48       |
| 245128               | 10/22/2020   | BANK OF AMERICA                | BUSINESS CREDIT CARD                    | DUE 11/01/2020        | CHECK    | 7,581.58       |
| 245129               | 10/22/2020   | CIGNA HEALTH AND LIFE INS.     | MEDICAL COVERAGE FOR OCT 2020           | DUE UPON RECEIPT      | CHECK    | 2,208.27       |
| 245130               | 10/22/2020   | CINTAS CORPORATION             | MATS, TOWELS & JANITORIAL SUPPLIES      | DUE 10/18/2020        | CHECK    | 1,052.10       |
| 245131               | 10/22/2020   | CITY OF CORONA                 | FLAGLER TREATMENT FACILITY              | DUE 10/28/2020        | CHECK    | 45.38          |
| 245132               | 10/22/2020   | CR AND R INCORPORATED          | RUBBISH SERVICE                         | DUE 10/31/2020        | CHECK    | 7,376.68       |
| 245153               | 10/22/2020   | CYPRESS DENTAL ADMINISTRATORS  | DENTAL COVERAGE FOR OCT 2020            | DUE UPON RECEIPT      | CHECK    | 569.01         |
| 245154               | 10/22/2020   | DUDEK AND ASSOCIATES INC       | MEADOWBROOK #1 RESERVOIR IMPROVEMENTS   | DUE 08/31/2020        | CHECK    | 1,080.00       |



# AP Disbursement Report

Cash Disbursements for 10/14/2020 through 11/12/2020

| Check or Reference # | Payment Date | Paid to Vendor                    | Payment Description               | Interim Justification | Pmt Type | Payment Amount |
|----------------------|--------------|-----------------------------------|-----------------------------------|-----------------------|----------|----------------|
| 245155               | 10/22/2020   | GREATAMERICA FINANCIAL SERVICE    | COPIER LEASE                      | DUE 11/01/2020        | CHECK    | 1,119.56       |
| 245156               | 10/22/2020   | LINCOLN NATL LIFE INS COMP        | LIFE/AD&D/LTD INSURANCE           | DUE UPON RECEIPT      | CHECK    | 42.55          |
| 245157               | 10/22/2020   | MAITRI ROAD RECYCLING             | ROAD RECYCLING                    | DUE 08/28/2020        | CHECK    | 300.00         |
| 245158               | 10/22/2020   | MCI COMM SERVICE                  | PHONE INVOICE                     | DUE 11/01/2020        | CHECK    | 105.24         |
| 245159               | 10/22/2020   | MULTIVALUE CONSULTING & TECHNICAL | SERVICE RETAINER                  | DUE 10/22/2020        | CHECK    | 2,790.00       |
| 245160               | 10/22/2020   | NEARMAP US INC                    | ANNUAL MAINTENANCE AGREEMENT      | DUE 05/08/2020        | CHECK    | 44,010.93      |
| 245161               | 10/22/2020   | PAYMENTUS                         | CUSTOMER SERVICE MERCHANT FEES    | DUE 09/30/2020        | CHECK    | 23,927.76      |
| 245162               | 10/22/2020   | SOFTCHOICE CORPORATION            | MICROSOFT SOFTWARE ANNUAL RENEWAL | DUE 11/30/2020        | CHECK    | 117,539.98     |
| 245163               | 10/22/2020   | SOUTHERN CALIFORNIA EDISON        | ELECTRIC INVOICE                  | DUE 11/02/2020        | CHECK    | 93,410.19      |
| 245165               | 10/22/2020   | SUPERIOR READY MIX CONCRETE LP    | SAND - SLURRY                     | DUE 09/03/2020        | CHECK    | 455.25         |
| 245166               | 10/29/2020   | MAIN TROOP, LLC                   | CONNECTION REFUNDS                | DUE 10/29/2020        | CHECK    | 13,876.00      |
| 245182               | 10/29/2020   | EASTERN MUNICIPAL WATER DIST      | RECYCLED WATER                    | DUE 11/09/2020        | CHECK    | 3,535.70       |
| 245183               | 10/29/2020   | FRONTIER CALIFORNIA INC.          | PHONE INVOICE                     | DUE 11/09/2020        | CHECK    | 523.89         |
| 245184               | 10/29/2020   | SOUTHERN CALIFORNIA EDISON        | ELECTRIC INVOICE                  | DUE 11/12/2020        | CHECK    | 104,729.96     |
| 245185               | 10/29/2020   | TIME WARNER CABLE                 | CABLE SERVICE                     | DUE 11/08/2020        | CHECK    | 56.07          |
| 245186               | 10/29/2020   | VERIZON BUSINESS                  | PHONE INVOICE                     | DUE UPON RECEIPT      | CHECK    | 32.37          |

## DEMAND REGISTER

|      |            |                                    |   |  |     |            |
|------|------------|------------------------------------|---|--|-----|------------|
| 6405 | 11/12/2020 | AECOM TECHNICAL SERVICES, INC.     | EVMWD RENEWABLE ENERGY CONSULTING                                     |  | ACH | 30,486.25  |
| 6406 | 11/12/2020 | ALBERT A. WEBB ASSOCIATES          | ZONE 1467 PHASE V WATER MAIN IMPROVE & ON-CALL ENVIRONMENTAL SERVICES |  | ACH | 40,753.82  |
| 6407 | 11/12/2020 | AMERICAN LABOR POOL                | TEMPORARY PERSONNEL   |  | ACH | 15,463.33  |
| 6408 | 11/12/2020 | AMERICAN MATERIAL CO               | BUILDING, ELECTRICAL & SMALL TOOLS                                    |  | ACH | 1,345.69   |
| 6409 | 11/12/2020 | BENDER                             | MULTISTAGE VERTICAL PUMP  |  | ACH | 28,292.87  |
| 6410 | 11/12/2020 | CAL OLYMPIC GLOVE AND SAFETY C     | INVENTORY SUPPLIES  |  | ACH | 2,367.36   |
| 6411 | 11/12/2020 | CALIF ASSOC OF SANITATION AGENCIES | MEMBERSHIP RENEWAL  |  | ACH | 20,500.00  |
| 6412 | 11/12/2020 | CALIFORNIA WATER TECHNOLOGIES      | CHEMICALS   |  | ACH | 2,456.70   |
| 6413 | 11/12/2020 | CAROLLO ENGINEERS                  | HTCWRF DESIGN BUILD REHAB & EXPANSION                                 |  | ACH | 113,070.59 |
| 6414 | 11/12/2020 | CV STRATEGIES PRECISION IN PER     | STRATEGIC COMMUNICATIONS SERVICES - LEAPS                             |  | ACH | 1,506.25   |
| 6415 | 11/12/2020 | DAVE NAHAY CLEANING SYSTEMS        | LOT SWEEPING & FLEET WASHING  |  | ACH | 1,041.00   |
| 6416 | 11/12/2020 | FERGUSON WATERWORKS #1082          | WATERWORKS SUPPLIES   |  | ACH | 54,186.63  |
| 6417 | 11/12/2020 | GK & ASSOCIATES                    | GK & ASSOCIATES   |  | ACH | 6,039.00   |
| 6418 | 11/12/2020 | GLOBAL POWER GROUP INC             | PUMP MAINTENANCE  |  | ACH | 6,401.88   |
| 6419 | 11/12/2020 | HACH COMPANY                       | CHEMICALS   |  | ACH | 6,478.41   |
| 6420 | 11/12/2020 | IMPACT PROMOTIONAL PRODUCTS        | PROMOTIONAL ITEMS   |  | ACH | 1,435.77   |





# AP Disbursement Report

Cash Disbursements for 10/14/2020 through 11/12/2020

| Check or Reference # | Payment Date | Paid to Vendor                    | Payment Description                              | Interim Justification | Pmt Type | Payment Amount |
|----------------------|--------------|-----------------------------------|--|-----------------------|----------|----------------|
| 6421                 | 11/12/2020   | INFOSEND                          | BILL PROCESSING                                  |                       | ACH      | 16,309.33      |
| 6422                 | 11/12/2020   | INFRASTRUCTURE ENGINEERING COR    | PROGRAM MGMT SERVICES - ONGOING PROJECTS         |                       | ACH      | 34,043.72      |
| 6423                 | 11/12/2020   | KEMIRA WATER SOLUTION, INC        | CHEMICALS  |                       | ACH      | 2,956.66       |
| 6424                 | 11/12/2020   | KENNEDY JENKS CONSULTANTS         | CONSULTING SERVICES                              |                       | ACH      | 7,675.00       |
| 6425                 | 11/12/2020   | KONE INC                          | ELEVATOR MAINTENANCE                             |                       | ACH      | 238.35         |
| 6426                 | 11/12/2020   | KWC ENGINEERS                     | ON-CALL SURVEYING SERVICES                       |                       | ACH      | 5,700.00       |
| 6427                 | 11/12/2020   | LAWNSCAPE SYSTEMS, INC.           | LANDSCAPE SERVICE                                |                       | ACH      | 29,870.00      |
| 6428                 | 11/12/2020   | MCCALL'S METER INC.               | FIELD METER TESTS                                |                       | ACH      | 3,995.00       |
| 6429                 | 11/12/2020   | PARKHOUSE TIRE INC                | TIRES  |                       | ACH      | 1,547.07       |
| 6430                 | 11/12/2020   | PIASCIK, MARK A                   | BOAT RENTAL                                      |                       | ACH      | 400.00         |
| 6431                 | 11/12/2020   | PINNACLE PETROLEUM, INC           | FUEL   |                       | ACH      | 16,497.85      |
| 6432                 | 11/12/2020   | POLYDYNE INC                      | CHEMICALS  |                       | ACH      | 13,426.52      |
| 6433                 | 11/12/2020   | REGAN, CHARLES C. INC             | PAVING SERVICES                                  |                       | ACH      | 8,550.00       |
| 6434                 | 11/12/2020   | REILLY CONSTRUCTION MANAGEMENT    | SKYMEADOWS/LOS PINOS PS                          |                       | ACH      | 12,049.87      |
| 6435                 | 11/12/2020   | SOUTHERN CA FLEET SERV INC        | FLEET SERVICING                                  |                       | ACH      | 1,857.00       |
| 6436                 | 11/12/2020   | STEP SAVER, INC.                  | COARSE SALT                                      |                       | ACH      | 3,590.75       |
| 6437                 | 11/12/2020   | UNITED WATERWORKS, INC            | WATERWORKS PART & SUPPLIES                       |                       | ACH      | 38,245.96      |
| 6438                 | 11/12/2020   | WALLACE & ASSOCIATES              | ON-CALL INSPECTION SERVICES                      |                       | ACH      | 2,990.00       |
| 6439                 | 11/12/2020   | WATER ONE                         | MONTHLY WATER TREATMENT SERVICE                  |                       | ACH      | 325.00         |
| 6440                 | 11/12/2020   | WATERWISE CONSULTING INC          | RESIDENTIAL EVALUATION PROGRAM - SEPT 2020       |                       | ACH      | 2,750.00       |
| 6441                 | 11/12/2020   | WESTERN MUNICIPAL WATER DIST      | WATER USE  |                       | ACH      | 1,842,813.59   |
| 245187               | 11/12/2020   | AMERICAN CONSERVATION & BILLING   | AQUAHAWK STANDARD                                |                       | CHECK    | 4,563.00       |
| 245188               | 11/12/2020   | APPLE ONE INC                     | TEMPORARY PERSONNEL                              |                       | CHECK    | 3,530.40       |
| 245189               | 11/12/2020   | AYALA ENGINEERING                 | ON-CALL SEWER                                    |                       | CHECK    | 16,590.00      |
| 245190               | 11/12/2020   | CENTRAL COMMUNICATIONS            | ANSWERING SERVICE                                |                       | CHECK    | 549.70         |
| 245191               | 11/12/2020   | CINTAS CORPORATION                | MATS, TOWELS & JANITORIAL SUPPLIES               |                       | CHECK    | 1,831.41       |
| 245192               | 11/12/2020   | CORE & MAIN, LP                   | INVENTORY SUPPLIES                               |                       | CHECK    | 14,527.76      |
| 245193               | 11/12/2020   | CORETEX USA INC                   | AIR TRAX VEHICLE SERVICE                         |                       | CHECK    | 2,527.35       |
| 245194               | 11/12/2020   | DAVID TAUSSIG AND ASSOCIATES, INC | FINANCE CONSULTING FOR REAL ESTATE               |                       | CHECK    | 24,624.37      |
| 245195               | 11/12/2020   | DEX YP                            | ADVERTISING                                      |                       | CHECK    | 167.76         |
| 245196               | 11/12/2020   | DUDEK AND ASSOCIATES INC          | RR CANYON WATER RECLAMATION FACILITY YARD PIPING |                       | CHECK    | 1,500.00       |
| 245197               | 11/12/2020   | EASTERN MUNICIPAL WATER DIST      | TEMESCAL SALT & NUTRIENT MONITORING PROJECT      |                       | CHECK    | 4,994.98       |
| 245198               | 11/12/2020   | FIELDMAN ROLAPP AND ASSOCIATES    | HORSETHIEF CFD FORMATION                         |                       | CHECK    | 17,549.00      |
| 245199               | 11/12/2020   | G.M. SAGER CONSTRUCTION CO.       | ASPHALT  |                       | CHECK    | 775.00         |
| 245200               | 11/12/2020   | GAGE CANAL CO INC                 | CARRYING RIGHTS                                  |                       | CHECK    | 5,000.00       |



# AP Disbursement Report

Cash Disbursements for 10/14/2020 through 11/12/2020

| Check or Reference # | Payment Date | Paid to Vendor                    | Payment Description                       | Interim Justification | Pmt Type | Payment Amount |
|----------------------|--------------|-----------------------------------|---|-----------------------|----------|----------------|
| 245201               | 11/12/2020   | GEOSCIENCE                        | NEAR TERM WATER SUPPLY PROGRAM            |                       | CHECK    | 2,004.50       |
| 245202               | 11/12/2020   | GORM INC                          | JANITORIAL SERVICE                        |                       | CHECK    | 1,096.81       |
| 245203               | 11/12/2020   | HAZEN AND SAWYER                  | RISK & RESILIENCY ASSESSMENT              |                       | CHECK    | 6,166.75       |
| 245204               | 11/12/2020   | HODGE PRODUCTS INC                | TUMBLER PADLOCKS                          |                       | CHECK    | 1,715.55       |
| 245205               | 11/12/2020   | KATZ AND ASSOCIATES INC           | PFAS PUBLIC OUTREACH SUPPORT              |                       | CHECK    | 5,060.17       |
| 245206               | 11/12/2020   | KC GRAPHICS                       | PRINTING SERVICE                          |                       | CHECK    | 920.19         |
| 245207               | 11/12/2020   | HOLT MINISTRIES                   | SPONSORSHIP DONATION                      |                       | CHECK    | 100.00         |
| 245208               | 11/12/2020   | PAMELA PAVELA                     | VIRTUAL GARDEN TOUR SERVICE               |                       | CHECK    | 225.00         |
| 245209               | 11/12/2020   | PACIFIC PIPELINE SUPPLY           | PIPELINE SUPPLIES                         |                       | CHECK    | 56,863.45      |
| 245210               | 11/12/2020   | PROCOAT POWDER COATING            | POWDER COATING                            |                       | CHECK    | 156.24         |
| 245211               | 11/12/2020   | RIGHTWAY SITE SERVICES, INC       | PORTA-POTTY RENTAL                        |                       | CHECK    | 113.33         |
| 245212               | 11/12/2020   | ROGERS, ANDERSON, MALODY & SCO    | YEAR END JUN 30, 2020 AUDIT               |                       | CHECK    | 11,250.00      |
| 245213               | 11/12/2020   | S & J SUPPLY CO                   | PIPELINE MATERIALS                        |                       | CHECK    | 3,620.74       |
| 245214               | 11/12/2020   | SANTA ROSA RGNL RES AUTHORITY     | MONTHLY COST SHARE FOR DECEMBER 2020      |                       | CHECK    | 102,322.08     |
| 245215               | 11/12/2020   | SCW CONTRACTING CORPORATION       | SKYMEADOWS BOOSTER PUMP STATIONS          |                       | CHECK    | 161,452.10     |
| 245216               | 11/12/2020   | SOUTH COAST A Q M D               | PERMITS                                   |                       | CHECK    | 12,635.92      |
| 245217               | 11/12/2020   | SOUTH COAST A Q M D               | PERMITS                                   |                       | CHECK    | 1,115.02       |
| 245218               | 11/12/2020   | SOUTH COAST A Q M D               | PERMITS                                   |                       | CHECK    | 5,803.18       |
| 245219               | 11/12/2020   | SOUTH COAST WATER                 | SOFTENER                                  |                       | CHECK    | 577.00         |
| 245220               | 11/12/2020   | STATE WATER RESOURCES CONTROL     | RECYCLED WATER FEE 07/01/2019-06/30/2020  |                       | CHECK    | 980.50         |
| 245221               | 11/12/2020   | SUPERIOR READY MIX CONCRETE LP    | SAND - SLURRY                             |                       | CHECK    | 3,014.54       |
| 245222               | 11/12/2020   | UNITED PARCEL SERVICE             | DELIVERY SERVICE                          |                       | CHECK    | 107.10         |
| 245223               | 11/12/2020   | VALLEY CITIES GONZALES FENCE, INC | FENCING SERVICE                           |                       | CHECK    | 14,782.00      |
| 245224               | 11/12/2020   | WATER SYSTEMS CONSULTING, INC.    | WATER MODEL UPDATE & ON-CALL SERVICES     |                       | CHECK    | 12,511.25      |
| 245225               | 11/12/2020   | WATER WORKS ENGINEERS             | RAILROAD CANYON WRP SCADA INSTALLATION    |                       | CHECK    | 3,548.07       |
| 245226               | 11/12/2020   | WILDERMUTH ENVIRONMENTAL, INC.    | UPPER TEMESCAL VALLEY SNMP IMPLEMENTATION |                       | CHECK    | 35,353.90      |
| 245227               | 11/12/2020   | WOODARD & CURRAN                  | EVMWD - RWRF FY 21 TITLE XVI APPLICATION  |                       | CHECK    | 26,153.00      |

**REFUNDS**

|        |            |                   |                  |  |       |        |
|--------|------------|-------------------|------------------|--|-------|--------|
| 245108 | 10/15/2020 | DEAN ANDERSON     | CUSTOMER REFUNDS |  | CHECK | 83.72  |
| 245109 | 10/15/2020 | ALEXANDER LUJAN   | CUSTOMER REFUNDS |  | CHECK | 116.29 |
| 245110 | 10/15/2020 | CHRIS DELONG      | CUSTOMER REFUNDS |  | CHECK | 177.86 |
| 245111 | 10/15/2020 | RICHARD SANDMEIER | CUSTOMER REFUNDS |  | CHECK | 167.79 |
| 245112 | 10/15/2020 | DEBBIE BOSWELL    | CUSTOMER REFUNDS |  | CHECK | 101.64 |
| 245113 | 10/15/2020 | CHRIS YOUNG       | CUSTOMER REFUNDS |  | CHECK | 45.07  |



# AP Disbursement Report

Cash Disbursements for 10/14/2020 through 11/12/2020

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|----------------------|--------------|------------------------------------|---------------------|-----------------------|----------|----------------|
| 245114               | 10/15/2020   | MCMILLIN SUMMERLY                  | CUSTOMER REFUNDS    |                       | CHECK    | 89.60          |
| 245115               | 10/15/2020   | MCMILLIN SUMMERLY                  | CUSTOMER REFUNDS    |                       | CHECK    | 2,472.98       |
| 245116               | 10/15/2020   | LETICIA GARCIA                     | CUSTOMER REFUNDS    |                       | CHECK    | 92.48          |
| 245117               | 10/15/2020   | LUIS VALDOVINOS                    | CUSTOMER REFUNDS    |                       | CHECK    | 120.57         |
| 245118               | 10/15/2020   | ADRIAN GONZALEZ                    | CUSTOMER REFUNDS    |                       | CHECK    | 50.45          |
| 245119               | 10/15/2020   | JACOB TANNER                       | CUSTOMER REFUNDS    |                       | CHECK    | 153.40         |
| 245133               | 10/22/2020   | MICHELE MCKINNEY                   | CUSTOMER REFUNDS    |                       | CHECK    | 26.89          |
| 245134               | 10/22/2020   | GREGORY MOJAVO                     | CUSTOMER REFUNDS    |                       | CHECK    | 59.88          |
| 245135               | 10/22/2020   | ALEJANDRO ANDENO                   | CUSTOMER REFUNDS    |                       | CHECK    | 30.77          |
| 245136               | 10/22/2020   | AMERICAN ASPHALT SOUTH INC.        | CUSTOMER REFUNDS    |                       | CHECK    | 1,595.00       |
| 245137               | 10/22/2020   | RICHARD SANDMEIER                  | CUSTOMER REFUNDS    |                       | CHECK    | 167.79         |
| 245138               | 10/22/2020   | SILVANO PEREZ                      | CUSTOMER REFUNDS    |                       | CHECK    | 121.99         |
| 245139               | 10/22/2020   | JANE JENSEN                        | CUSTOMER REFUNDS    |                       | CHECK    | 108.49         |
| 245140               | 10/22/2020   | MA CLAIRE PAMULAKLAKIN             | CUSTOMER REFUNDS    |                       | CHECK    | 65.07          |
| 245141               | 10/22/2020   | LETICIA GARCIA                     | CUSTOMER REFUNDS    |                       | CHECK    | 93.04          |
| 245142               | 10/22/2020   | KIMBERLY JIMENEZ                   | CUSTOMER REFUNDS    |                       | CHECK    | 169.08         |
| 245143               | 10/22/2020   | YUKATA ENTERPRISES INC             | CUSTOMER REFUNDS    |                       | CHECK    | 60.95          |
| 245144               | 10/22/2020   | DENISE BLACKMAN                    | CUSTOMER REFUNDS    |                       | CHECK    | 85.18          |
| 245145               | 10/22/2020   | CRAIG TILLDEN                      | CUSTOMER REFUNDS    |                       | CHECK    | 72.38          |
| 245146               | 10/22/2020   | JESSICA RUSSELL-SKILLMAN           | CUSTOMER REFUNDS    |                       | CHECK    | 155.83         |
| 245147               | 10/22/2020   | JUAN FIGUEROA                      | CUSTOMER REFUNDS    |                       | CHECK    | 283.35         |
| 245148               | 10/22/2020   | CRYSTAL ORNELAS                    | CUSTOMER REFUNDS    |                       | CHECK    | 90.84          |
| 245149               | 10/22/2020   | MICHELLE WELLS                     | CUSTOMER REFUNDS    |                       | CHECK    | 49.64          |
| 245150               | 10/22/2020   | SONIA SOTO                         | CUSTOMER REFUNDS    |                       | CHECK    | 169.34         |
| 245151               | 10/22/2020   | MACK LLC                           | CUSTOMER REFUNDS    |                       | CHECK    | 98.00          |
| 245152               | 10/22/2020   | BRITTANI QUINN                     | CUSTOMER REFUNDS    |                       | CHECK    | 84.89          |
| 245167               | 10/29/2020   | DAISY DIXON                        | CUSTOMER REFUNDS    |                       | CHECK    | 45.72          |
| 245168               | 10/29/2020   | GELBERT VALVERDE                   | CUSTOMER REFUNDS    |                       | CHECK    | 113.05         |
| 245169               | 10/29/2020   | HUALIN ACID - BASE AMERICA CO. LTD | CUSTOMER REFUNDS    |                       | CHECK    | 156.30         |
| 245170               | 10/29/2020   | JEFF ASHBY                         | CUSTOMER REFUNDS    |                       | CHECK    | 15.80          |
| 245171               | 10/29/2020   | REAGAN PAYTON                      | CUSTOMER REFUNDS    |                       | CHECK    | 44.43          |
| 245172               | 10/29/2020   | GILBERT MASCORRO                   | CUSTOMER REFUNDS    |                       | CHECK    | 1,481.00       |
| 245173               | 10/29/2020   | ZACH WHISMAN                       | CUSTOMER REFUNDS    |                       | CHECK    | 190.00         |
| 245174               | 10/29/2020   | MAURILIO MARTINEZ                  | CUSTOMER REFUNDS    |                       | CHECK    | 27.93          |
| 245175               | 10/29/2020   | JAMES COCKRELL                     | CUSTOMER REFUNDS    |                       | CHECK    | 165.24         |



## AP Disbursement Report

Cash Disbursements for 10/14/2020 through 11/12/2020

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|-----------------------|--------------|---------------------------------|--|-----------------------|----------|----------------|
| 245176                | 10/29/2020   | KAY BENYAMIN                    | CUSTOMER REFUNDS                             |                       | CHECK    | 100.00         |
| 245177                | 10/29/2020   | DAVID BROCK                     | CUSTOMER REFUNDS                             |                       | CHECK    | 5.15           |
| 245178                | 10/29/2020   | JENNIFER TOTH                   | CUSTOMER REFUNDS                             |                       | CHECK    | 127.22         |
| 245179                | 10/29/2020   | MOEUN UNN                       | CUSTOMER REFUNDS                             |                       | CHECK    | 12.26          |
| 245180                | 10/29/2020   | MIRIAM GOMEZ                    | CUSTOMER REFUNDS                             |                       | CHECK    | 165.52         |
| 245181                | 10/29/2020   | XUEYING GUANGZHOU               | CUSTOMER REFUNDS                             |                       | CHECK    | 75.07          |
| <b>WIRE TRANSFERS</b> |              |                                 |  |                       |          |                |
| 6800001633            | 10/19/2020   | WESA                            | PMT OF PERSONNEL SVCS FOR SEPTEMBER 2020     |                       | WIRE     | 1,876,200.00   |
| 205857191615          | 10/29/2020   | STIFEL, NICOLAUS & COMPANY, INC | 2011A QUARTERLY REMARKETING FEE              |                       | WIRE     | 4,027.50       |
| 2011559071            | 10/29/2020   | S&P GLOBAL RATINGS              | 2008B ANNUAL SURVEILLANCE FEE                |                       | WIRE     | 5,000.00       |
| 201611081999          | 10/29/2020   | MOODY INVESTOR SERVICE, INC     | 2011A ANNUAL SURVEILLANCE FEE                |                       | WIRE     | 7,950.00       |
| 2003168209            | 10/29/2020   | STIFEL, NICOLAUS & COMPANY, INC | 2008B QUARTERLY REMARKETING FEE              |                       | WIRE     | 10,679.63      |
| 20201581715           | 10/29/2020   | BANK OF AMERICA                 | 2008B LOC QUARTERLY FEE                      |                       | WIRE     | 41,345.52      |
| 20483494590           | 10/30/2020   | MUFG UNION BANK, N.A.           | 2011A MONTHLY DRAW FEE DUE WITH INTEREST PMT |                       | WIRE     | 250.00         |
| 2058316284            | 10/30/2020   | BANK OF AMERICA                 | 2008B MONTHLY DRAW FEE DUE WITH INTEREST PMT |                       | WIRE     | 295.00         |
| 20515468301           | 10/30/2020   | MUFG UNION BANK, N.A.           | 2011A VARIABLE RATE INTEREST & PRINCIPAL DUE |                       | WIRE     | 1,682.40       |
| 20011494656           | 10/30/2020   | MUFG UNION BANK, N.A.           | 2008B MONTHLY VARIABLE RATE INTEREST DUE     |                       | WIRE     | 4,386.03       |

Reviewed By:   
 Date: 11/3/2020



*Our Mission...*

EVMWD will provide reliable, cost-effective, high quality water and wastewater services that are dedicated to the people we serve.

---

DATE: November 12, 2020

TO: Board of Directors

FROM: General Manager

**SUBJECT: APPROVE A CONTRACT SERVICES AGREEMENT WITH GENERAL PUMP COMPANY, INC. FOR ANNUAL AS-NEEDED POTABLE WELL PERFORMANCE TESTING**

**STRATEGIC GOAL**

Infrastructure

**RECOMMENDATION**

The General Manager and staff recommend that the Board of Directors:

1. Approve a Contract Services Agreement with General Pump Company, Inc., along with three optional one-year contract extensions, in the amount of \$120,000; and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

**BACKGROUND**

On June 19, 2020, the District posted an Invitation for Bid for as-needed potable well testing services to be performed within the District's 96 square mile service area. Historically the District has maintained a goal, via a combination of inhouse staff and contractor resources, to perform specific well performance tests at each well site annually. These tests are used to determine the condition and efficiency of the well and the equipment installed. The information is then incorporated into the District's well maintenance schedules to assist in making informed, empirical decisions on when to clean, chemically treat, rehabilitate, or replace each well.

The scope of services for the potable well testing program includes performing specific capacity testing, vibration analysis and corrective balancing, sand testing, and electrical efficiency testing. The vendor will then provide a detailed report with recommendations based on findings. The vendor has specialized equipment that is required to properly perform these tests.

This was the second attempt to bid this project in the past 12 months. On December 20, 2019, the first attempt to bid occurred, with one bid received and rejected as non-responsive as the bidder could not provide all of the services required as written in the bid packet. The bid specifications were reviewed and updated, which led to the second public posting of this bid. Two bids were received by the deadline date, with General Pump Company, Inc. being the sole responsive and responsible bidder at \$2,000 per well site.

Staff presented this item at the October 14, 2020 Study Session. After careful review, staff recommends that the Board approve a one-year Contract Services Agreement with General Pump Company, Inc. in the amount of \$30,000, along with three optional one-year contract extensions in the amount of \$90,000 for a total of \$120,000.

**ENVIRONMENTAL WORK STATUS**

Not applicable.

**FISCAL IMPACT**

Within Budget – Yes. See attached page.

Originated by: Jase Warner – Operations  
Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

Fiscal Impact  
General Pump Company, Inc. Bid  
Contract Services Agreement

## Fiscal Impact

|  |                         |
|--|-------------------------|
| <b>Funding Source(s):</b>  | <b>Contract No. 913</b> |
| <ul style="list-style-type: none"> <li>• Elsinore Water</li> <li>• Temescal Water</li> <li>• M&amp;D General Fund</li> </ul> |                         |

|                                  | Budgeted<br>Amount | Expended /<br>Committed | Remaining<br>Balance | Requested<br>Amount | Remaining<br>Amount |
|----------------------------------|--------------------|-------------------------|----------------------|---------------------|---------------------|
| <i>Repairs &amp; Maintenance</i> |                    |                         |                      |                     |                     |
| FY2020-21                        |                    |                         |                      |                     |                     |
| 10-20-381-151-53111              | \$ 591,400         | \$ 6,322                | \$ 585,078           | \$ 20,000           | \$ 565,078          |
| 10-25-381-151-53111              | 125,000            | -                       | 125,000              | 8,000               | 117,000             |
| 61-95-381-151-53111              | 7,000              | 4,511                   | 2,489                | 2,000               | 489                 |
| Total for FY2020-21              | 723,400            | 10,834                  | 712,566              | 30,000              | 682,566             |
| FY2021-22                        |                    |                         |                      | 30,000              |                     |
| FY2022-23                        |                    |                         |                      | 30,000              |                     |
| FY2023-24                        |                    |                         |                      | 30,000              |                     |
| Total Request                    |                    |                         |                      | \$ 120,000          |                     |

Note: This request will be incorporated into future budgets.



**GENERAL  
PUMP  
COMPANY**

159 N. ACACIA STREET \* SAN DIMAS, CA 91773  
PHONE: (909) 599-9606 \* FAX: (909) 599-6238

CAMARILLO, CA 93010 \* PHONE: (805) 482-1215  
[www.genpump.com](http://www.genpump.com)

**WELL & PUMP SERVICE SINCE 1952**  
*Serving Southern California and Central Coast*

Lic. #496765

## **Request for Bid**

# **Annual Potable Well Testing**

**July 7, 2020 @ 4:00 PM**

**Prepared by**

**Tom Nanchy  
General Pump Company, Inc.**

**For The**

**Elsinore Valley Municipal Water District**

**31315 Chaney Street  
Lake Elsinore, CA 92530**





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**WELL & PUMP SERVICE SINCE 1952**

Lic. #496765

*Serving Southern California and Central Coast*

July 7, 2020

*Via Email*

Elsinore Valley Municipal Water District  
31315 Chaney Street  
Lake Elsinore, California 92530  
Attn: Brian Eddy

***Subject: Annual Potable Well Testing- Bid due: July 7, 2020 @ 4:00 PM***

General Pump Company is pleased to provide our bid for the Annual Potable Well Testing. Our procedures will include capacity test using the hall flowmeter and is the most common and widely accepted pitot tube and manometer combination in Southern California and throughout other regions of the Western United States. Total head data of a well is the pumping water level (head below datum) plus the additional lift above datum expressed in feet. Pressures should be measured with calibrated 0.5% accuracy pressure gauges. Water levels will be obtained using the District supplied air line or electric sounder if needed.

Power input is measured in Kilowatts and converted to input horsepower. The overall plant efficiency and energy required to produce a given quantity of water will be calculated. This information will allow us to make knowledgeable recommendations for pump and system improvements and energy and operating cost reductions.

All pumps will undergo vibration testing as part of the scope, the equipment NOT MEETING the hydraulic institute standards will receive corrective balancing.

### **Pump Test Equipment**

Hall pitot tube and manometer: 1.5%  
Epic kW meter: 1.5%  
Exteck kW, Volt, Amp.: 1.5%  
U.S. Gauge test gauge set, 0 to 1000 PSI: 0.5%  
U.S. Gauge vacuum gauge, 0 30": 0.5%  
Electronic photo tachometer: 1.0%  
Electric well sounder

If you have any questions or need additional information regarding the above summary and associated bid, please do not hesitate to contact us. Thank you for the opportunity to provide a proposal for our services and we look forward to working with Elsinore Valley Municipal Water District on this important project.



**GENERAL PUMP COMPANY, INC.**

*Tom Nanchy*

Tom Nanchy  
Sr. Project Manager/Project Engineer

**BID FORMS**

1.1 Bid Acknowledgement.

Name of Bidder: General Pump Company, Inc.

Contact Person: Tom Nanchy - Sr. Project Mgr. / Project Engr.

Business Mailing Address: 159 N. Acacia Street, San Dimas, CA 91773

Business Street Address: 159 N. Acacia Street, San Dimas, CA 91773

Telephone: (909) 599-9606 Fax: (909) 599-6238

- 1.1 In response to the Notice Inviting Bids for the services described in the Scope of Work and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to furnish all labor, technical and professional services, supervision, materials and equipment, and to perform all operations necessary and required to complete the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices set forth in the Bid Schedule.
- 1.2 This Bid constitutes a firm offer to the Elsinore Valley Municipal Water District which cannot be withdrawn for 120 days after the date set for opening of Bids, or until a Contract is executed by the District and a third party, whichever is earlier.
- 1.3 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 figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.
- 1.4 If awarded a Contract, the undersigned agrees to execute and deliver to the District within 15 days after date of receipt of Notice of Award, a signed Contract in duplicate and the necessary Performance Bond, Payment Bond, and certificates of insurance and endorsements, as required.
- 1.5 Incorporated herein by this reference and made a part of this Bid are the following forms which have been completed and submitted by undersigned Bidder:

| <u>Item</u>   | <u>Completed</u> |
|---|------------------|
| 1. Bid Acknowledgement                                | <u>Completed</u> |
| 2. Bid Schedule                                       | <u>Completed</u> |
| 3. Experience Statement                               | <u>Completed</u> |
| 4. Public Works Contractor Registration Certification | <u>Completed</u> |
| 5. Bid Bond or other security                         | <u>N/A</u>       |

- 1.6 Undersigned also acknowledges receipt, understanding, and full consideration of all addenda to the Contract Documents in preparing its bid.
- 1.7 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.
- 1.8 Undersigned acknowledges that the representations made herein are made under penalty of perjury.

Executed at San Dimas, CA, on this 7th day of July, 2020.

General Pump Company, Inc.

(Contractor Name )

Tom Nanchy - Sr. Project Mgr./ Project Engr.

(Name and Title)

(Corporate Seal)

  
(Signature)

1.2 Scope and Bid Schedule

**Please see Exhibit C**

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the District will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the District from measured quantities of work performed based upon the Unit Price.

1.3 Bidder Experience Statement

Bidder submits, as a part of its Bid, the following statements as to its experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the District to make inquiry as appropriate regarding its experience.

- (a) Bidder has been engaged in business under its present business name for 68 years.
- (b) Bidder's experience in the services described in the Scope of Work of a similar magnitude to that set forth in the Contract Documents extends over a period of 68 years.
- (c) Bidder has satisfactorily completed all contracts awarded to it, except as follows:  
 (Please use your own document using as many pages as needed: Name any and all exceptions and reasons therefor.) N/A
- (d) Within the last three years Bidder has satisfactorily completed the following contracts covering Cement, Cement Slurry and Delivery of a similar magnitude to that set forth in the Contract Documents. N/A

Please Use your own document including only the following fields:

| Owner's Name, Address & Telephone/Email | Name of Owner's Representative | Description of Work and Year | Contract Amount (rounded to closest thousand dollars) |
|---|--------------------------------|------------------------------|---|
|---|--------------------------------|------------------------------|---|

**\*\*Please see attached Project Reference list \*\***



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**Similar Well and Pump Rehab Projects**

| <u>Client References</u>   | <u>Project</u>            | <u>Work Description</u>        | <u>Period</u>         | <u>Project Cost</u> |
|--|---------------------------|--------------------------------|-----------------------|---------------------|
| City of Colton<br>160 South 10 <sup>th</sup> Street<br>Colton, CA 92324<br>Contact: Mike Cory<br>Ofc: 909-370-6101 | Well 31                   | Well Rehabilitation            | Jan - April 2020      | \$126,324           |
| City of Ontario<br>1425 South Bon View<br>Ontario, CA 91762<br>Contact: Chris Bonadurer<br>Ofc: 909-395-2696       | Well 43                   | Well Rehabilitation            | Nov 2019- April 2020  | \$119,560           |
| City of South Gate<br>8650 California Ave<br>South Gate, CA 90280<br>Contact: Ana Ananda<br>Ofc: 323-563-9500      | Well 28                   | Well Rehabilitation            | Oct - Dec 2019        | \$192,120           |
| City of Orange<br>189 South Water Street<br>Orange, CA 92866<br>Contact: Son Tran<br>Ofc: 714-288-2497             | Well 20                   | Well & Pump Rehab              | Sept – Oct 2019       | \$131,000           |
| Western Municipal WD<br>14205 Meridian Pkwy<br>Riverside, CA 92518<br>Contact: Fakhri Manghi<br>Ofc: 951-571-7290  | Arlington Desalter Well 1 | Well & Pump Rehab              | Feb- June 2019        | \$188,807           |
| City of Anaheim<br>909 East Vermont Ave<br>Anaheim, CA 92805<br>Contact: Mark Adams<br>Ofc: 714-765-4311           | Well 41                   | Well Redevelopment; Pump Rehab | March 2018- June 2019 | \$164,894           |
| Elsinore Valley WD<br>31315 Chaney Street<br>Lake Elsinore, CA 92530<br>Contact: John Manhard<br>Ofc: 915-674-3146 | Summerly Well             | Well & Pump Rehab              | July 2018- June 2019  | \$341,882           |
| <b>Additional References Available Upon Request</b>  |                           |                                |                       |                     |

1.5 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 <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: General Pump Company, Inc.

DIR Registration Number: 1000002769

DIR Registration Expiration: 06/30/2022

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.

Name of Bidder General Pump Company, Inc.

Signature 

Name and Title Tom Nanchy- Sr. Project Mgr. / Project Engr.

Dated 7/7/2020



**Bid Results**

**Bidder Details**

**Vendor Name** General Pump Company, Inc.  
**Address** 159 N. Acacia Street  
 San Dimas, CA 91773  
 United States  
**Respondee** Tom Nanchy  
**Respondee Title** Sr. Project Mgr. / Project Engr.  
**Phone** 909-599-9606 Ext.  
**Email** aesparza@genpump.com  
**Vendor Type** PQUAL,CADIR

**Bid Detail**

**Bid Format** Electronic  
**Submitted** July 7, 2020 9:28:50 AM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 217780  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

| File Title                  | File Name  | File Type     |
|-----------------------------|--|---------------|
| Annual Potable Well Testing | Annual Potable Well Testing Final Bid 070720.pdf | Response File |

**Line Items**

**Discount Terms** no discount

| Type                              | Item Code  | UOM | Qty | Unit Price   | Line Total      | Discount            | Comment             |
|-----------------------------------|--|-----|-----|--------------|-----------------|---------------------|---------------------|
| <b>CAPACITY TEST</b>              |  |     |     |              |                 |                     |                     |
| 1                                 | ALL INCLUSIVE CAPICTY TEST                       | EA  | 1   | \$1,200.0000 | \$1,200.0000    | \$1,200.0000        | per each well       |
|                                   |  |     |     |              | <b>Subtotal</b> | <b>\$1,200.0000</b> | <b>\$1,200.0000</b> |
| <b>VIBRATION TEST</b>             |  |     |     |              |                 |                     |                     |
| 2                                 | ALL INCLUSIVE VIBRATION TEST                     | EA  | 1   | \$600.0000   | \$600.0000      | \$600.0000          | per each well       |
|                                   |  |     |     |              | <b>Subtotal</b> | <b>\$600.0000</b>   | <b>\$600.0000</b>   |
| <b>SAND TESTING</b>               |  |     |     |              |                 |                     |                     |
| 3                                 | ALL INCLUSIVE SAND TEST USING ROSSUM SAND TESTER | EA  | 1   | \$75.0000    | \$75.0000       | \$75.0000           | per each well       |
|                                   |  |     |     |              | <b>Subtotal</b> | <b>\$75.0000</b>    | <b>\$75.0000</b>    |
| <b>ELECTRICAL EFFICINACY TEST</b> |  |     |     |              |                 |                     |                     |
| 4                                 | ALL INCLUSIVE ELECTRICAL EFFICIANCY TEST         | EA  | 1   | \$125.0000   | \$125.0000      | \$125.0000          | per each well       |

**Bid Results**

| Type | Item Code | UOM | Qty | Unit Price | Line Total   | Discount     | Comment |
|------|-----------|-----|-----|------------|--------------|--------------|---------|
|      |           |     |     | Subtotal   | \$125.0000   | \$125.0000   |         |
|      |           |     |     | Total      | \$2,000.0000 | \$2,000.0000 |         |

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## KEY PERSONNEL

### KEY PERSONNEL

#### **MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING**

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**Academic Background** University of Missouri - Bachelor of Science in Civil Engineering  
Post Graduate C.E. Courses in Geohydrology, University of Southern California

**Certifications** 1999-Byron Jackson Training Certificate  
1998-Grade 1 & 2 Distribution and Treatment Certificates  
1998-Engineering "A" License  
1995-Dale Carnegie Course  
1995-Mackay Pump Rehabilitation Certificate  
1992-Golden State Pump Technical Training Certificate  
1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C.  
1986-Layne & Bowler Pump School Certification  
1986-Baroid 1-week Drilling Fluid Technology Course Certification  
1985-National Water Works Correspondence Course Certification

**Professional Present Experience** General Pump Company, Inc. - President / Director of Engineering - 1993-  
Layne Western - Regional Engineering and Sales Manager (4 offices)  
Federal Highway Administration - Civil Engineer

**Professional Presentations** Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

#### **THOMAS A. NANCHY, SR. PROJECT MANAGER / PROJECT ENGINEER**

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**Professional Experience** Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over thirty- nine (39) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).



## **WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER**

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### **Professional Experience**

Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

## **FERNANDO MUNOZ. OPERATIONS MANAGER**

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### **Professional Experience**

Over 40 years' experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

**Certifications** Grade 2 - Distribution Certificate  
Grade 2 - Water Treatment Operator

## **JAMES M. HINSON, SR. APPLICATION ENGINEER**

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### **Professional Experience**

Over 40 years' experience of pump engineering. Conducts systems analyses, defines new and/or replacement hydraulic requirements, designs to procurement of materials.

## **LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST**

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### **Professional Experience**

Professional groundwater work for the past 13 years encompassing field monitoring and technical report writing for siting, geologic log analysis, design, construction, pump testing, water quality sampling, and rehabilitation of municipal-supply and irrigation-supply water wells. Combining geological and industry knowledge toward well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

### **Academic Background**

University of California Santa Barbara – Bachelor of Science in Geologic Studies



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**MARK HAAS, PROJECT MANAGER****Professional  
Background**

Professional background includes 16 years' experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.

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**MICHAEL R. GARCIA, PROJECT ENGINEER****Professional  
Background**

Work alongside Project Manager to ensure progression and completion of pump projects. Review project specifications and prepare documents for engineered projects including as-built drawings and field crew instructions. Assist in project coordination and communication between field crews, vendors, and customers.

**Academic**

**Background** Loyola Marymount University, Los Angeles-Master of Science in Mechanical Engr.

University of Redlands, Redlands - Bachelor of Science in Physics

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**DANIEL J. PICHARDO, PROJECT ENGINEER****Professional  
Background**

Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

**Academic**

**Background** Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

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**J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER****Professional  
Background**

Professional background includes 23 years' experience within the well and pump industry. His experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.



## STATEMENT OF QUALIFICATIONS

### CAPABILITIES

General Pump Company, Inc. is a Professional Well Redevelopment and Pump Equipment contractor located in San Dimas and Camarillo, California. The Engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. has worked in almost every aspect of the well and pump industries. This diverse experience provided us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and Hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufactures.

General Pump Company, Inc. employs only experienced Engineers, Hydrogeologist and Technical Field Personnel that can offer Customers assistance in the following areas:

- Assess Well Yields to Minimize Operating and Maintenance Costs
- Determine the Efficiency of Production and ASR Wells and Pumps
- Engineered Pump and Well Equipment
- Pump Facility Design and Construction / Booster Facility Design and Construction
- Pipeline Design and Construction
- Appropriate Mechanical and Chemical Redevelopment
- Periodic Monitor and Maintenance Programs
- Water Quality and Production Solutions / Well System Optimization
- Engineered Pump Suctions
- Pump and Motor Repair / Custom Pump Design and Machining
- Electrical, SCADA and Transducer Support
- Casing Repair and Swedging
- Video and Geophysical Logging Support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the Water Industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed Engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **Only Telescoping Well Rigs with Spudders** in the industry which are required for effective redevelopment of wells in pump houses.



## SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work related injuries

## ANNUAL CONTRACTS

Award of an Annual Contract is a great honor and to have an Annual Contract renewed year after year is the greatest complement to a service company. It proves that the contractor has met or exceeded the customers' set goals and expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more Annual Contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

## MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump Service Company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 66 years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage Horizontal Pumps and 30-inch diameter for Vertical Turbine Pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our Engineering Service Centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.
- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".





**MACHINE SHOP CAPABILITIES** *(Continued)*

**Precision Alignment** - We've invested in the latest Precision Alignment technology and have established a growing list of customers who use us for these services.

**Removal, Installation, Mechanical and Startup** - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

**Pump Repair**

Booster  
End Suction  
Horizontal Split Case  
Vertical Turbine  
Right-Angle Drive

**Machine Shop**

**Shaft Manufactured:**

Pumps & Motors, Precision  
Straightening, Electrical Motors

**Sleeves Made:**

Bronze, Mild Steel, Stainless  
Steel

**Threads and Tapping**

**Impeller Rebuilding**

Balancing, Trimmed  
Eyes & Flanges

**Mechanical Seals**

Re-Machine Seat, High  
Pressure, High  
High Temperature

**Electric Motors**

New & Overhauled, Rewound,  
Balanced, Custom Bases,  
Shaft Repaired Upgrades

**EQUIPMENT AND FIELD SERVICE**

General Pump Company, Inc. maintains a full service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your Water Utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customer's needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has the only telescoping pump rigs in Southern California.



General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow General Pump Company, Inc. to perform the most cost-effective cleaning to your wells.

### PROFESSIONAL REFERENCES

Because of **General Pump Company's** long history in Southern California (over 65 years), we have selected six (6) cities as references. As we described above in our Proposal, **General Pump Company, Inc.** has been selected by 45 cities in Southern California to maintain their well and pumping systems. Upon your request, we can submit additional cities or additional information on other annual contracts.

|  |                |
|--|----------------|
| <b>City of Arcadia</b> – Tom Tait            | 626-256-6554   |
| <u>Annual Contract</u>                       | 2003 – Present |
| <b>City of Pasadena</b> – Michele Carina     | 626-744-7012   |
| <u>Annual Contract</u>                       | 1982- Present  |
| <b>City of Orange</b> – Son Tran             | 714-288-2497   |
| <u>Annual Contract</u>                       | 1997 - Present |
| <b>City of Westminster</b> – Scott Miller    | 714-895-2876   |
| <u>Annual Contract</u>                       | 1995 - Present |
| <b>City of Santa Monica</b> – Gary Richinick | 310 826-6712   |
| <u>Annual Contract</u>                       | 1979 - Present |
| <b>City of Glendora</b> – Steve Patton       | 626-914-8249   |
| <u>Annual Contract</u>                       | 2002 - Present |
| <b>City of Chino Hills</b> – Steve Setlak    | 909-364-2806   |
| <u>Annual Contract</u>                       | 1999 - Present |

Please let us know if you would like contacting names and phone numbers for other General Pump Company, Inc. customers or annual contract holders. We can also supply you with a list of Engineering Companies that we consult with and who regularly contract direct with General Pump Company, Inc.

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## TEAM ORGANIZATION

***Step 1:*** Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of ***Risk, Benefit, and Cost***. As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

***President/Director of Engineering (34 plus years' experience):*** General oversight of all GPC projects and project management team, and engineering.

***Project Managers / Engineers (30-40 years' experience) (Outside):*** Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

***Project Managers / Engineers (5-15 years of experience) (Inside):*** Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

***Operation Manager (40 years of experience):*** General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

***Senior Pump Engineer (40 years of experience):*** Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

***Professional Geologist (12 years of experience):*** Reviews well rehabilitation processes, down hole testing, and submits recommendations.

***Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience):*** Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

General Pump Company acquires only professional and experienced personnel to service our customers.

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT  
CONTRACT SERVICES AGREEMENT FOR THE  
ANNUAL POTABLE WELL TESTING**

This Contract Services Agreement ("Agreement") is made and entered into this day of \_\_\_\_\_, by and between Elsinore Valley Municipal Water District (the "District") and General Pump Company, Inc. (the "Contractor"), for performance of the Annual Potable Well Testing (the "Project" or the "Work"), which shall be performed in accordance with the contract documents attached to or incorporated into this Agreement.

**SECTION 1 - SCOPE**

1.1 Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project ("Services").

The Services are more particularly described in Exhibit "C" and are incorporated herein by reference. All Services shall be subject to, and performed in accordance with, the Contract Documents and all applicable local, state and federal laws, rules and regulations. Without limiting the foregoing, the Services include, but are not limited to, the following:

1. Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 working days after the date the District issues a Notice to Proceed.
2. Protect existing facilities and personal property.
3. If requested by the District, prepare and submit a written daily activity report to the District for each day on which work is performed, including weekends and holidays when worked, and submit reports to the District 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.
4. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
5. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
6. 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.

1.2 The following documents shall be referred to collectively as the "Contract Documents," each of which is incorporated into and made part of this Agreement by reference:

- Approved and fully executed change orders
- Addenda (if any)
- Technical Specifications/Scope of Work/Drawings (Exhibit "C")
- Contract Services Agreement
- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms (including Contractor's Bid Schedule)
- Insurance Requirements (Exhibit "A")
- Payment and Performance Bonds if required (Exhibit "B") – not Required

1.3 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 order set forth above.

1.4 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**

2.1 The District agrees to pay, and Contractor agrees to accept, the sum of Thirty Thousand Dollars (\$30,000.00) (the "Contract Price") subject to adjustments for changes in the Work as may be directed in writing by the District, 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.

2.2 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.

## **SECTION 3 - ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the District 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**

4.1 Term. The term of this Agreement shall be from November 13, 2020 to November 30, 2021, unless earlier terminated as provided herein. The District shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, annually for no more than three (3) additional one-year terms. If the parties are unable to reach an agreement, the District, at its sole discretion, will not move forward with the renewal option and shall re-bid the work. Contractor shall complete the Work within the term of this Agreement, and shall meet any other established schedules and deadlines.

4.2 Contractor shall provide the District with scheduling information in a form acceptable to the District, including any changes made by the District 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.

4.3 Not used.

4.4 It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, the District shall have the right to extend the Contract Time or not, as may seem best to serve the interest of the District; and if it decides to extend Contract Time, the District shall further have the right to charge to the Contractor, its 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 Agreement that accrue during the period of such extension.

4.5 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 the District, in writing of the causes of delay. The District shall ascertain the facts and the extent of delay, and its findings thereon shall be final and conclusive.

4.6 As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of the District, Contractor must give the District written notice of the commencement of delay within three (3) days of its occurrence.

## **SECTION 5 - NOT USED**

## **SECTION 6 - STANDARD OF CARE**

Contractor shall perform the work in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Work. Contractor warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it and its employees have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

## **SECTION 7 - LABOR**

7.1 Prevailing Wage Rates. Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000, et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services

available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, 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. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

7.2 Registration. If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

7.3 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

7.4 Hours of Work. If the services are being performed as part of an applicable "public works" or "maintenance" project, eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor, if applicable, shall forfeit, as penalty to the District, 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.

7.5 The Contractor shall perform all work during the hours of 7:30 a.m. to 3:30 p.m., Monday through Friday unless otherwise authorized by the District in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the District. The request must be received at least two (2) working days in advance of any work. No work will be allowed on the District Holidays except in the case of an emergency. A listing of the District holidays is on file in the office of the District. If Contractor requests overtime work in which the District will incur costs, Contractor shall be responsible for payment of the District's costs incurred in connection with the overtime work. The District 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, the District may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

7.6 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 therefor.

## SECTION 8 - CHANGES IN WORK

8.1 Contractor shall make no changes in the Work without written direction from the District. Contractor shall not be compensated for any change made without the District's written direction. No changes in the work covered by this Contract shall exonerate any surety or any bond given in connection with this Contract. Owner may reject materials or Work that does not meet the requirements of the Contract Documents. If Owner 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 Owner. The Contractor may request consideration of substitute materials; Owner's approval of any substitution will be at the Owner's sole discretion.

8.2 If the District 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 the below section; or
- (4) By mutual acceptance of a lump sum.

8.3 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 the actual wages paid which 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.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on 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- or Subcontractor-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) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by the District. 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 the District 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 and Profit for Time and Materials. For work Contractor performs on Time and Materials at the District'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 (15%).
  - (c) 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.
  - (d) 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.

8.4 If the District directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, the District will make a reasonable adjustment to the Contract Time.

## **SECTION 9 - CLAIMS AND DISPUTES**

9.1 If any dispute shall arise between the District 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 the District 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 or Contract Time for the disputed work.

9.2 The District shall respond in writing within a reasonable period of time to review and analyze the claim. If the claimant disputes the District's response the claimant may so notify the District 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, the District shall schedule a meet and confer conference within 30 Days.

9.3 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 section 900 et seq. and Government Code section 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.

9.4 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.

9.5 Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the District, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

9.6 Venue for any litigation arising out of or relating to this Agreement shall be Riverside County, California.

## **SECTION 10 - INSPECTION AND PROTECTION OF WORK**

10.1 Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by the District.

10.2 Contractor shall make the work accessible at all reasonable times for inspection by the District. 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 the District.

10.3 The District may reject materials or Work that does not meet the requirements of the Contract Documents. If the District 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 the District.

## **SECTION 11 - ASSIGNMENT AND SUBCONTRACTING**

11.1 Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

11.2 Contractor shall not assign or subcontract 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 the District, which consent may be withheld in the District's sole and absolute discretion.

11.3 All persons engaged in the work 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 Agreement and specifications.

## **SECTION 12 - TERMINATION**

12.1 Should Contractor fail within seven (7) calendar days from receipt of the District's written notice to correct any default, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of the District, or failure pay its creditors, the District may terminate this Contract. Following a termination for default, the District shall have the right to take whatever steps it deems necessary to correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the District's corrective action, including reasonable overhead, profit and attorneys' fees.

12.2 The District may at any time terminate the Contract at the District's convenience upon five 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 the District's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the Work performed for overhead and profit. Contractor shall not be entitled to any claim or lien against the District for any additional compensation or damages in the event of such termination.

12.3 If the District 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 13 - HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall defend (with counsel of the District's choosing), indemnify and hold the District, its officials, officers, directors, 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 equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. To the fullest extent permitted by law, Contractor shall defend, at Contractor's own cost, expense and risk, with the District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, directors, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, directors, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the District, its officials, officers, directors, 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.

## **SECTION 14 - BONDS AND INSURANCE**

14.1 Bonds. If required in the Notice Inviting Bids, within ten (10) days after being notified of the award of the contract, and before the District will execute the agreement for construction, the Contractor to whom the Contract is awarded shall furnish and file with the District Performance and Payment Surety bonds on the forms provided with the Contract Documents. All bonds shall be 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 the District 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.

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

## **SECTION 15 - WARRANTY**

Contractor warrants to the District 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 Section shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District 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 16 - 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, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit), including any amendment or renewal thereof, and with the lawful requirements of any local agency having jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or watercourses. The District expressly reserves the right to procure coverage under the Permit for the Work site if Contractor fails to proceed in a manner that complies with the requirements of the Permit. The District additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Permit shall be the District's sole determination. Any costs incurred by the District in procuring coverage under

the Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor.

## **SECTION 17 - LAWS TO BE OBSERVED**

17.1 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.

17.2 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 the District, 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 the District'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 the District in writing.

17.3 This Contract shall be governed by and construed in accordance with the laws of the State of California.

## **SECTION 18 - MISCELLANEOUS**

### **18.1 Records and Audits**

18.1.1 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.

18.1.2 Contractor shall permit the District 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. The District further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3)-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 three (3) years after the termination of this Contract.

18.1.3 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.

### **18.2 Contractor Supervision**

The Contractor shall provide competent supervision and staffing of the Work as approved by the District. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Superintendent must be able to proficiently speak, read and write in English.

18.3 Character of Workers

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

18.4 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:

**DISTRICT:**

Elsinore Valley Municipal Water District  
31315 Chaney Street  
Lake Elsinore, CA 92530  
Email: wgraham@evmwd.net  
Attn: William Graham

**CONTRACTOR**

General Pump Company, Inc.  
159 N. Acacia Street  
San Dimas, CA 91773  
Email: tnanchy@genpump.com  
Attn.: Thomas Nanchy

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 email, upon delivery; 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.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

General Pump Company, Inc.

**ELSINORE VALLEY MUNICIPAL  
WATER DISTRICT**

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

By Tom Nanchy

By \_\_\_\_\_

Name and Title: Tom Nanchy Sr Proj Mgr

Greg Thomas,  
General Manager

License No. 496765

Date: October 21, 2020

Date: \_\_\_\_\_

**EXHIBIT "A"  
TO  
CONTRACT SERVICES AGREEMENT**

**DISTRICT INSURANCE REQUIREMENTS**

**1. TIME FOR COMPLIANCE.**

Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

**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 from or in connection with the performance of the Agreement 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 Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Commercial General Liability.

Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations 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. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, 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 the District, 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.

Coverage shall be at least as broad as the latest version of the Insurance Services Office

Business Auto Coverage form number CA 0001, code 1 (any auto). Contractor shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, 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 the District, its directors, officials, officers, employees, agents, and volunteers, 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 the District, 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. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

C. Workers' Compensation and Employer's Liability Insurance.

Contractor shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

D. Contractor's Pollution Liability Coverage. Not used.

E. Excess Liability (if necessary).

The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

F. All Coverages.

The Contractor is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; If any of the required coverages expire or cancel during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the cancellation or expiration date. and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers.



G. Separation of Insureds; No Special Limitations.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

H. Deductibles and Self-Insurance Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

**3. ACCEPTABILITY OF INSURERS.**

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by the District.

**4. VERIFICATION OF COVERAGE.**

Contractor shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Contractor employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

**5. REPORTING OF CLAIMS.**

Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

**EXHIBIT "B"  
TO  
CONTRACT SERVICES AGREEMENT**

**NOT USED**

B - 0

EXHIBIT "B"  
TO  
CONTRACT SERVICES AGREEMENT

**EXHIBIT "C"  
TO  
CONTRACT SERVICES AGREEMENT**

**TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

As-Needed Potable Well testing, within the District's 96 square mile service area. All tests are to be performed per by the latest edition Hydraulic Institute Standards. Historically the District tests each well site annually, however, the District cannot guarantee the specific quantity.

**SCOPE OF WORK:**

The CONTRACTOR must be able to perform all tests listed. All four (4) tests are to be completed together as directed by the District Representative within 5 consecutive working days, per the specifications:

1. Perform specific capacity testing by utilizing the Step Drawdown Method:
  - a. Conduct a step drawdown test by pumping the well at a sufficient number of rates (at least three) to determine the specific capacity and well efficiency relationships. The range of discharge rates are anticipated to be in the range of XXXX to XXXX gpm, or the maximum capacity of the well, as directed by the Geohydrologist.
  - b. Pumping shall continue at each rate for a sufficient length of time to bring about a stable (or predictable) water level trend, as determined by a semi-logarithmic plot of the pumping level versus time. The total duration of the step drawdown test at each well shall be no more than 10 hours.
  - c. Step drawdown data shall include the pump discharge rate in gallons per minute, the total flow reading from the totalizer, the static water level depth in feet, and the drawdown in feet. The data shall be sufficient such that the following results may be obtained:
    - i. A specific capacity diagram showing formation loss and well loss curves for the range of discharge rates tested.
    - ii. A well efficiency diagram for the range of discharge rates tested.
    - iii. A recommended production pumping rate with total dynamic head and depth of pump setting.
2. Conduct vibration testing and corrective balancing of the motor to industry standards for the size and type of motor. Testing should be performed per the latest Edition of the Hydraulic Institutes Standards and Guidelines
3. Conduct sand testing using the Rossum Sand Tester- A Rossum centrifugal sand tester shall be installed in the discharge line to measure the sand concentration during final development and test pumping. Additionally, sampling ports shall be made available at the point of discharge to allow for water quality sampling. Daily notes and field measurements shall be submitted to the Hydrogeologist on a daily basis.

4. Conduct electrical efficiency testing- Contractor shall coordinate with the District to perform the electrical efficiency testing with Contractor and District representative onsite to witness

**LOCATIONS:**

The District reserves the right to add or remove sites:

| No. | SITE NAME        | ADDRESS                                    |
|-----|------------------|--|
| 1   | Cereal Well 1    | 33520 Cereal St, Lake Elsinore, CA 92530   |
| 2   | Cereal Well 3    | 18801 Cereal St, Lake Elsinore, CA 92530   |
| 3   | Cereal Well 4    | 18301 Cereal St, Lake Elsinore, CA 92530   |
| 4   | Corydon Well     | 31642 Corydon St. Lake Elsinore, CA 92530  |
| 5   | Summerly Well    | 29337 Summerly Dr. Lake Elsinore, CA 92530 |
| 6   | Diamond Well     | 32000 Diamond Dr. Lake Elsinore, CA 92530  |
| 7   | Machado Well     | 32227 Machado St. Lake Elsinore, CA 92530  |
| 8   | Terra Cotta Well | Terra Cotta St. Lake Elsinore, CA 92530    |
| 9   | Joy St. Well     | 16751 Joy St. Lake Elsinore, CA 92530      |
| 10  | Flagler Well 2A  | 20292 Temescal Canyon Rd. Corona, CA 92881 |
| 11  | Flagler Well 3A  | 20292 Temescal Canyon Rd. Corona, CA 92881 |
| 12  | Mayhew Well      | 25050 Maitri Rd. Corona, CA 92883          |
| 13  | Palm Ave. Well   | 202 E. Barton Rd. Colton, CA 923424        |
| 14  | Well #71         | 25150 Maitri Rd. Corona, CA 92883          |
| **  | Palomar Well     | Palomar St. Lake Elsinore, CA 92530        |

\*\* Site may be added at the completion of construction

**REPORTING INSTRUCTIONS:**

1. Upon completion of the testing the contract shall within 10 days submit the results and recommendations to the District per the following instructions:
2. PDF format, electronic submission sent to 2 District Representatives.
3. Each test will be under its own heading. Do not mix tests, photos and findings.
4. Provide any/all recommendations for repair with photos supporting the findings.
5. Provide any/all recommendations of maintenance with photos supporting the findings.
6. All files too large to email the Reports must be delivered overnight to the District on a flash drive. All flash drives and reports will become property of the District.

## Cost Proposal

| Testing Type        | Testing Description                             | Unit of Measure | Unit of Measurement | Comment                                   |
|---------------------|---|-----------------|---------------------|---|
| Capacity Test       | Capacity Testing utilizing Step Drawdown Method | EA              | \$ 1,200.00         | Cost per test and reporting per each well |
| Vibration Test      | Vibration Testing                               | EA              | \$ 600.00           | Cost per test and reporting per each well |
| Sand Testing        | Sand Testing using the Rossum Sand Tester       | EA              | \$ 75.00            | Cost per test and reporting per each well |
| Electrical Efficacy | Electrical Efficacy Testing                     | EA              | \$ 125.00           | Cost per test and reporting per each well |

**\*\* all tests are all-inclusive\*\***



**Elsinore Valley Municipal Water District**

*Our Mission...*

EVMWD will provide reliable, cost-effective, high quality water and wastewater services that are dedicated to the people we serve.

---

DATE: November 12, 2020

TO: Board of Directors

FROM: General Manager

**SUBJECT: ADOPT RESOLUTION AMENDING THE DISTRICT'S CONFLICT OF INTEREST CODE**

### **STRATEGIC GOAL**

Organizational Development

### **RECOMMENDATION**

The General Manager and staff recommend that the Board of Directors:

1. Adopt the Resolution Amending the Elsinore Valley Municipal Water District's Conflict of Interest Code; and
2. Authorize Amendment to Section 2000 of the Administrative Code

### **BACKGROUND**

The Political Reform Act (the "Act") requires all public agencies to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets and the prohibition from making or participating in making governmental decisions that may affect any personal assets. The Conflict of Interest Code must specifically designate all District positions that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

The Act further requires that the District regularly review and update its Code as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances. (Gov. Code §§ 87306 and 87306.5)

Pursuant to the Act, the District adopted a Conflict of Interest Code which was last amended by on December 20, 2018. As directed by the Fair Political Practices Commission (FPPC), review shows that the Code must be amended to include new positions required to be designated, revise titles of existing positions and revise disclosure categories to include a new category. As required, the Notice of Intention to

adopt changes was posted on September 24, 2020, and notification was also sent to all affected positions.

Attached is a redline version of the amended Code showing the proposed revisions. Staff requests adoption of the amended Conflict of Interest Code and authorization to submit the changes to the FPPC, as the District's code-reviewing body (Gov. Code § 82011), requesting approval of the amendment as required under Government Code section 87303. Changes approved by the FPPC will be incorporated into Section 2000 of the District's Administrative Code.

**ENVIRONMENTAL WORK STATUS**

Not applicable.

**FISCAL IMPACT**

No fiscal impact.

Originated by: Terese Quintanar – Administration  
Reviewed by: Terese Quintanar – Administration

Attachments:

Redline COI  
Resolution

RESOLUTION NO. 20-11-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ELSINORE VALLEY MUNICIPAL WATER DISTRICT  
AMENDING THE CONFLICT OF INTEREST CODE  
PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code section 81000 et seq. (the "Act") which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Elsinore Valley Municipal Water District (the "District") and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") which was amended on December 20, 2018, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the District have made it advisable and necessary pursuant to sections 87306 and 87307 of the Act to amend and update the District's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Board of Directors of the proposed amended Code was provided to each affected designated position and publicly posted for review at the offices of the District establishing a 45-day comment period in compliance with Title 2 California Code of Regulations, section 18750.1(c)(3); and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Board of Directors on November 12, 2020, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Elsinore Valley Municipal Water District that the Board of Directors does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the District Secretary/Administrative Services Supervisor, and available to the public for inspection and copying;



BE IT FURTHER RESOLVED that said amended Code shall be submitted to the Fair Political Practices Commission for approval and said amendment to the Code shall become effective upon approval by the Fair Political Practices Commission, as submitted.

APPROVED AND ADOPTED this 12th day of November, 2020.

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Andy Morris, President of the  
Board of Directors of Elsinore Valley  
Municipal Water District

ATTEST:

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Terese Quintanar, Secretary of the  
Board of Directors  
Elsinore Valley Municipal Water District

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regulations section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Elsinore Valley Municipal Water District ("District")**.

All officials and designated positions shall file their statements of economic interests with the **District Secretary** as the District's Filing Officer/Official. The **District Secretary** shall make all statements available for public inspection and reproduction. (Gov. Code Section 81008.) All statements will be retained by the **District**.

# APPENDIX

## CONFLICT OF INTEREST CODE

### OF THE

## ELSINORE VALLEY MUNICIPAL WATER DISTRICT

### PART "A"

#### OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the District's Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>1</sup>:

Members of the Board of Directors and their Alternates

General Manager

Director of Strategic Programs

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<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

# DESIGNATED POSITIONS

## GOVERNED BY THE CONFLICT OF INTEREST CODE

| <u>DESIGNATED POSITIONS'</u><br><u>TITLE OR FUNCTION</u> | <u>DISCLOSURE CATEGORIES</u><br><u>ASSIGNED</u> |
|--|---|
| Accountant III   | 2, 3, 5   |
| Accounting Manager                                       | 1, 2  |
| <u>Accounting Supervisor</u>                             | <u>5</u>  |
| Application Specialist I/II/III                          | 2, 3, 5   |
| Assistant General Manager - Engineering Operations       | 1, 2  |
| Assistant General Manager – Business Services            | 1, 2  |
| <u>Associate Engineer</u>                                | <u>2, 3, 5</u>                                  |
| Buyer (ALL)  | 4   |
| Civil Engineer   | 2, 3, 5   |
| Community Affairs Specialist                             | 5   |
| Community Affairs Supervisor                             | 5   |
| Community Relations Manager                              | 5   |
| Contract Administrator                                   | 3, 4  |
| Customer Service Supervisor                              | 5   |
| Development Services Representative II                   | 2, 3, 5   |
| <u>Director of Engineering &amp; Water Resources</u>     | <u>2, 3, 5</u>                                  |
| Director of Information Technology                       | 5   |
| Director of Operations                                   | 3, 5  |
| District Secretary/Administrative Services Supervisor    | 4   |

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

|   |                    |   |
|---|--------------------|---|
| Engineering Manager                                       | 2, 3, 5            |   |
| Field Maintenance Superintendent                          | 5                  |   |
| General Counsel   | 1, 2               |   |
| Governmental Relations Officer                            | 1                  |   |
| <del>Director of Human Resources and Safety Manager</del> |                    | 4 |
| <del>Human Resources Specialist</del>                     | <del>6</del>       |   |
| Inventory Control Specialist                              | 5                  |   |
| <del>Lead Field Maintenance Worker</del>                  | <del>5</del>       |   |
| Maintenance Manager                                       | 5                  |   |
| Management Analyst  | 5                  |   |
| <del>Mechanical-Maintenance Superintendent</del>          | 5                  |   |
| Network Specialist II                                     | 5                  |   |
| <del>Principal Planner</del>                              | <del>2, 3, 5</del> |   |
| Purchasing Manager  | 4                  |   |
| Regulatory Compliance Specialist                          | 5                  |   |
| Safety Officer  | 5                  |   |
| SCADA Specialist (ALL)                                    | 5                  |   |
| Senior Civil Engineer                                     | 2, 3, 5            |   |
| Senior Development Services Representative                | 2, 3, 5            |   |
| Senior Engineering Inspector                              | 2, 3, 5            |   |
| Senior Executive Assistant                                | 5                  |   |
| Senior Management Analyst                                 | 4                  |   |

DESIGNATED POSITIONS'  
TITLE OR FUNCTION

DISCLOSURE CATEGORIES  
ASSIGNED

|  |         |
|--|---------|
| Senior Water Resources Planner/Engineer      | 2, 3, 5 |
| Wastewater Collections System Superintendent | 5       |
| Wastewater Operations Manager                | 5       |
| Wastewater Treatment Superintendent          | 5       |
| Water Efficiency/Education Specialist        | 5       |
| Water Operations Manager                     | 5       |
| Water Production Superintendent              | 5       |
| Water Quality Administrator                  | 5       |
| Water Quality Supervisor                     | 5       |
| Water Resources Manager                      | 5       |

Consultants and New Positions\*

\*Individuals providing services as a Consultant defined in Regulation 18700.3, or in a new position created since this Code was last approved that makes or participates in making decisions, as identified in Reg. 18734, shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The General Manager may determine that due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

Note: The District has no employees. All positions are filled by individuals employed by Water Employee Services Authority, an organization that provides public agencies personnel services.

# PART "B"

## DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which he or she is assigned. "Investment" means financial interests in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District. This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type utilized by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position's Department.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against the District in the past 2 years, or have a claim pending before the District.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT  
CONFLICT OF INTEREST CODE

ADOPTED NOVEMBER 12, 2020, BY  
RESOLUTION NO. \_\_\_\_\_





**Elsinore Valley Municipal Water District**

*Our Mission...*

EVMWD will provide reliable, cost-effective, high quality water and wastewater services that are dedicated to the people we serve.

---

DATE: November 12, 2020

TO: Board of Directors

FROM: General Manager

**SUBJECT: ADOPTION OF A RESOLUTION TO APPROVE THE PURCHASE OF TAX-DEFAULTED PROPERTY FROM THE COUNTY OF RIVERSIDE TREASURER-TAX COLLECTOR**

**STRATEGIC GOAL**

Infrastructure

**RECOMMENDATION**

The General Manager and staff recommend that the Board of Directors:

1. Adopt a resolution objecting to Public Sale and Approving the District's purchase of tax-defaulted properties from the County of Riverside Treasurer-Tax Collector;
2. Authorize the purchase of four tax defaulted properties in the amount of \$21,538.45;
3. Authorize \$1,077.00 for overhead;
4. Authorize the total expenditure in the amount of \$22,615.45 to the Capital Improvement Program 490, with funding provided from the Regional Plant Capacity Program 550; and,
5. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

**BACKGROUND**

Pursuant to State Revenue and Taxation Code, properties that are determined to be in default for unpaid property taxes for five years or more are periodically put up for public auction by the County. The District is permitted to purchase tax defaulted properties within the District's jurisdiction by adopting a resolution objecting the public sale.

The County of Riverside Treasurer Tax Collector's Office has notified the District that four properties may be acquired by the District under a Chapter 8 Agreement to Purchase Tax Defaulted Property in the amount of \$21,538.45. Staff is recommending that the District purchase the four properties that are located within the District's service

area. All four properties are located within the Regional Reclamation Facility buffer zone (Reference Parcel Location Map 1).

In order for the District to purchase these properties the County of Riverside requires that the Board of Directors approve a resolution (attached) stating that the District objects to the public sale of this parcel as well as information related to the parcel, the specific public purpose for which the parcel is to be devoted (Exhibit A).

The District will be responsible for costs associated with the sale, including the legal notice published in the Press Enterprise by the County of Riverside.

After careful review, staff recommends that the Board approve the purchase of the 4 tax defaulted properties for an amount of \$21,538.45 and \$1,077.00 for overhead, for a total amount of \$22,615.45.

### **ENVIRONMENTAL WORK STATUS**

This does not constitute a project under CEQA.

### **FISCAL IMPACT**

Within Budget – Yes. See attached.

Originated by: Margie Armstrong / Jorge Chavez – Strategic Planning  
Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

Fiscal Impact  
Parcel Location Map 1- Regional WWTP Buffer Zone  
Draft Resolution  
Exhibit A – Tax Defaulted Property Information

## Fiscal Impact

|                           |                     |
|---------------------------|---------------------|
| <u>Funding Source(s):</u> |                     |
| • Regional Plant Capacity | Project No. 7582860 |

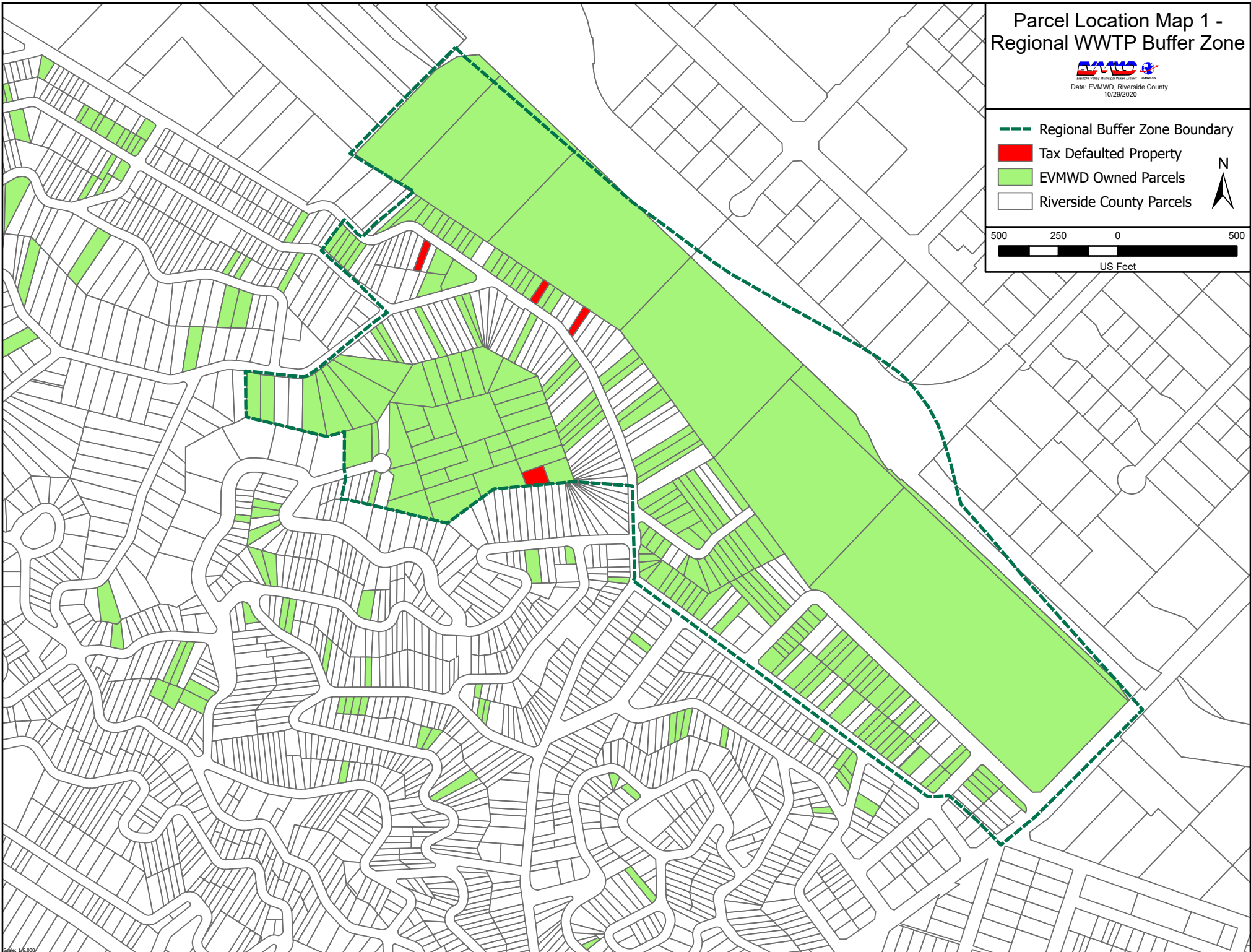
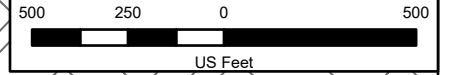
| <u>Approved Funding Source(s):</u> | Amount        |
|------------------------------------|---------------|
| Budgeted Funding FY11-12           | \$ 200,000    |
| Budgeted Funding FY12-13           | 200,000       |
| Board Approved Funding 6/12/2014   | 317,607       |
| Budgeted Funding FY17-18           | 200,000       |
| Budgeted Funding FY18-19           | 200,000       |
| <i>Total Approved Funding</i>      | \$ 1,117,607  |
| Expended / Committed to Date       | (689,024) [1] |
| Balance Available                  | \$ 428,583    |
| Requested Amount                   | (22,615)      |
| Remaining Balance                  | \$ 405,967    |

| <u>Breakdown of Expended/Committed to Date</u> |                |
|--|----------------|
| Land   | \$ 655,418     |
| Overhead                                       | 31,295         |
| Engineering Staff Time                         | 2,311          |
| Total  | \$ 689,024 [1] |

# Parcel Location Map 1 - Regional WWTP Buffer Zone



- Regional Buffer Zone Boundary
- Tax Defaulted Property
- EVMWD Owned Parcels
- Riverside County Parcels



Scale: 1/8"=100'

RESOLUTION NO. 20-11-xx

RESOLUTION OF THE BOARD OF DIRECTORS  
OF ELSINORE VALLEY MUNICIPAL WATER DISTRICT  
TO PURCHASE PROPERTY FROM RIVERSIDE COUNTY  
TAX COLLECTOR

WHEREAS, the Elsinore Valley Municipal Water District (the “District”) is permitted by California Water Code section 71690 to purchase property to enable it to provide services to its customers; and

WHEREAS, the County of Riverside Treasurer-Tax Collector (“County Tax Collector”) sells tax defaulted property to public agencies for beneficial public purposes through an Agreement of Sale; and

WHEREAS, the County Tax Collector requires public agencies to adopt a resolution prior to entering into an Agreement of Sale; and

WHEREAS, District staff has determined that acquisition of tax defaulted parcels, identified as Assessor Parcel Numbers:

- 375-152-007
- 375-291-013
- 375-291-019
- 375-293-056

(“the Properties”), would be beneficial to serve the purpose of remediating nuisance claims arising when residential uses are in close proximity to a wastewater treatment plant; and

WHEREAS, the Properties are located within the District’s boundaries and are shown on Exhibit “A” attached;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Elsinore Valley Municipal Water District that the Board of Directors does hereby adopt the following:

1. The District hereby objects to the public sale of the Properties. The District will devote the properties to sewer service.

2. The District hereby authorizes staff to enter into an Agreement of Sale for the Properties with the County Tax Collector for the purchase prices listed on Exhibit "A".

3. Any costs associated with providing all required public notice and lot book reports will be paid by the District and such costs are not included in the purchase price.

APPROVED AND ADOPTED, this 12th day of November 2020.

\_\_\_\_\_  
Andy Morris, President of the Board of  
Directors of Elsinore Valley Municipal  
Water District

ATTEST:

\_\_\_\_\_  
Terese Quintanar, Secretary of the  
Board of Directors of  
Elsinore Valley Municipal Water District

[Resolution No. 20-11-xx-]

# Exhibit A

| <b>APN</b>  | <b>Purchase Price</b> | <b>Legal Description</b>                           | <b>Purpose</b>                         |
|-------------|-----------------------|--|--|
| 375-152-007 | \$4,897.92            | POR LOT 32 MB 017/079 COUNTRY CLUB HEIGHTS UNIT 26 | Wastewater Treatment Plant Buffer Zone |
| 375-291-013 | \$4,497.27            | POR LOT 51 MB 017/079 COUNTRY CLUB HEIGHTS UNIT 26 | Wastewater Treatment Plant Buffer Zone |
| 375-291-019 | \$8,182.67            | POR LOT 55 MB 017/079 COUNTRY CLUB HEIGHTS UNIT 26 | Wastewater Treatment Plant Buffer Zone |
| 375-293-056 | \$3,960.59            | POR LOT 782 AM 048/001 ASSESSORS MAP 48            | Wastewater Treatment Plant Buffer Zone |