



AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS

November 23, 2021

4:00 PM

CALL TO ORDER AND ROLL CALL - Edmondson, Burke, Morris, Ryan, Williams

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.

Members of the public may make comments in-person, virtually, or submit a Public Comment Request Form located at <https://www.evmwd.com/evmwd-publiccomment>, prior to the close of Public Comments. Please note, individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.

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 Special Board Meeting of November 9, 2021
2. Minutes of the Special Board Meeting of November 17, 2021
3. Payment Ratification Report
4. Professional Services Agreement with Lee + Ro, Inc. for the Condition Assessment of MCCA and Pump Control Panels Project
5. Amendment No. 3 to the Professional Services Agreement with Engineering Resources of Southern Ca, Inc. for the Engineering and Design Services for District Parking Lot Improvements Project
6. Professional Services Agreement with Albert A. Webb Associates for the Professional Environmental and Permitting Services for the Rice Canyon Reservoir Access Road and New Conduit Project
7. Investment Report, Receive and File



8. Resolution Reaffirming and Extending Findings and Determinations Under AB 361 For Continued Virtual Meetings
 9. Amendment No. 1 to the Contract Services Agreement with So Cal Sandbags, Inc. for Routine Annual and As-Needed Erosion Control Services
 10. Amendment to Administrative Code Section 1500 - Purchasing Policy & Procedure
 11. Amendment No. 3 to the Contract Services Agreement with G.M. Sager Construction Co., Inc. & Regan Paving for On-Call Street Restoration, Maintenance, Curb/Gutter/Sidewalk Replacement, Including Restoration at District Facilities
- B. Approval of Travel Authorizations
1. Andy Morris - ACWA JPIA & ACWA Fall Conference
- II. REPORTS
- A. General Manager's Report
 - B. Legal Counsel's Report
 - C. Board Committee Reports
- III. DIRECTOR'S COMMENTS AND REQUESTS
- IV. INFORMATION ITEMS
- A. Grant Update November 2021
 - B. Financial Performance Measures/Indicators as of September 30, 2021
- V. ADJOURNMENT

Participants who would like to join this meeting remotely can do so in one of the following ways:

For Online Participation:
Go to: www.zoom.us
Select Join a Meeting
Enter Meeting ID: 819 2273 2465
Meeting Password: 92530

For Call-in Only:
Call: (720) 707-2699
Enter Meeting ID: 819 2273 2465
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
SPECIAL MEETING OF THE BOARD
OF DIRECTORS OF ELSINORE VALLEY
MUNICIPAL WATER DISTRICT
TUESDAY, NOVEMBER 9, 2021**

The Special Meeting of the Board of Directors of Elsinore Valley Municipal Water District was held at its principal offices at 31315 Chaney Street, Lake Elsinore, California with a remote public participation option (teleconference, through a call-in number clearly noted on the meeting Agenda) posted in accordance with the Brown Act.

Directors Present

Darcy M. Burke, Vice President
Harvey Ryan, Treasurer
Andy Morris
Chance Edmondson

Directors Absent

Phil Williams, President

Staff Present

Greg Thomas, General Manager
Steve Anderson, General Counsel
Terese Quintanar, District Secretary/Administrative Services Supervisor
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Operations
Bob Hartwig, Assistant General Manager-Business Services
Christy Gonzalez, Deputy Board Secretary/Executive Assistant
Susie Evans, Sr. 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
Jennifer Dancho, Director of Human Resources
Darryn Flexman, Interim Director of Information Technology
Tim Collie, Water Operations Manager
Parag Kalaria, Water Resources Manager
Scott Thompson, Accounting Manager
Matt Bates, Engineering Manager
Christina Henry, Community Relations Manager
Bonnie Woodrome, Community Affairs Supervisor
Jessie Arellano, Wastewater Operations Manager
Kaitlyn Wu, Water Education Specialist

Others Present

Adam Bauer, Fieldman & Rolapp
Public

CALL TO ORDER

The meeting was called to order by Vice President Burke at 4:03 p.m.

APPROVAL OF AGENDA

A motion was made by Director Ryan, seconded by Director Morris, and carried unanimously to approve the Agenda as presented.

PUBLIC COMMENTS

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

Item I.0 - CONSENT CALENDAR

Minute Order #5653

Resolution No. 21-11-01

- A. APPROVAL OF:
1. Minutes of the Regular Board Meeting of October 28, 2021
 2. Minutes of the Regular Engineering and Operations Committee Meeting of November 1, 2021
 3. Payment Ratification Report
 4. Amendment No. 1 to the Contract Services Agreement with Weber Water Resources Ca, Inc. for Mayhew Well Repairs and Improvements (Emergency Repair) (*MO #5653*)
 5. Adoption of a Resolution Making Findings and Determinations Under AB 361 for Continued Virtual Meetings (*Reso. No. 21-11-01*)

A motion was made by Director Morris, seconded by Director Edmondson, and carried unanimously to:

1. ***Approve the Consent Calendar as presented.***

Item II.A BUSINESS ITEMS

Item II. A Consider Approval of Horsethief CFD 2020-1 Improvement Area 4 Boundary Amendment and Levy of Special Taxes
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Ordinance No. 266

Ms. Armstrong reported on this item. After the formation of CFD No. 2020-1 and corresponding Improvement Areas (IAs), the landowner of IAs 4A and 4B determined some of their units would take more time to develop than originally anticipated and as a result, the landowner expressed they would like to amend IAs 4A and 4B to segregate these units and no longer have the two IAs overlap. Due to the proposed change of boundary, Improvement Area 4A & 4B has to be re-established with information relative to each of the two IA's.

On August 12, 2021, the Board approved a Resolution to revise the boundary maps for IA 4, the amount of bonded indebtedness, the amount of special taxes to be levied for each IA, and called for a public hearing on September 23, 2021.

On September 23, 2021, the Board conducted the public hearing and gave the first reading to an Ordinance Levying Special Taxes, which authorizes the levy of special taxes on all parcels of taxable property within the CFD and the Improvement Areas beginning in Fiscal Year 2021-22. A second reading of the ordinance is necessary to conclude this process.

The bonds for Improvement Area 4A are anticipated to be issued in the second or third quarter of 2022, after the developer obtains all necessary documents for the project development. At that time, documents for approval of the issuance of the bonds will be brought to the Board for approval.

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

1. ***Waive the second reading and Adopt Ordinance No. 266 authorizing boundary amendment and the levy of special taxes for Community Facilities District No 2020-1.***

Item III. A GENERAL MANAGER'S REPORT

Mr. Thomas reported the auditors would be at the District next week, with a report expected in January. He then reported on the Infrastructure Investment of Jobs Act recently passed in Congress.

Item III. B LEGAL COUNSEL'S REPORT

Mr. Anderson had nothing to report.

Item III. C BOARD COMMITTEE REPORTS
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Director Ryan reported on his attendance at the ACWA Region 9 work group. Director Edmondson reported on his attendance at the Lake Elsinore Student of the Month where seven students were recognized. Vice President Burke reported on meetings with City of Canyon Lake officials and recent discussion of the new fire station and discussion of electric bikes and helmets in Canyon Lake. There was a Roundtable meeting this morning, however no CLPOA staff attended. A traffic study is being done on Railroad Canyon near Canyon Lake. An orientation is being coordinated with the new Fire Department and the District. She also reported on her attendance at the Metropolitan Water District (MWD) Board meeting. Nancy Sutley was elected to the MWD Board. Chairman Gray will also be changing the Administrative Code regarding committees and would like new leadership and reorganization. Marty Miller from the Vista Irrigation District will take the seat on the San Diego County Water Authority (SDCWA) filling the vacancy of a member stepping down. She also reported on funding for public agency

programs and conservation efforts and on several LRP contracts rescinded due to FPPC violations.

Item IV.0 DIRECTOR'S COMMENTS AND REQUESTS

Director Morris commented the City of Murrieta appointed Cindy Warren to replace Mayor Scott Vinton, who will be vacating the position on December 21st.

Item V.0 CLOSED SESSION

The Board adjourned to Closed Session at 4:19 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)
- B. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 potential case

The Board reconvened to open session at 4:22 p.m. Steve Anderson reported the Board voted unanimously to authorize the filing of a complaint related to the aqueous film product liability litigation, relating to PFAS, case number 2873 a multi-district litigation in the U.S. District Court for the District of South Carolina.

Item VI.0 ADJOURNMENT

The meeting was adjourned at 4:24 p.m.

Darcy M. Burke, Vice President of the
Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

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

**MINUTES
SPECIAL MEETING OF THE BOARD
OF DIRECTORS OF ELSINORE VALLEY
MUNICIPAL WATER DISTRICT
WEDNESDAY, NOVEMBER 17, 2021**

The Special Meeting of the Board of Directors of Elsinore Valley Municipal Water District was held at its principal offices at 31315 Chaney Street, Lake Elsinore, California with a remote public participation option (teleconference, through a call-in number clearly noted on the meeting Agenda) posted in accordance with the Brown Act.

Directors Present

Phil Williams, President
Darcy M. Burke, Vice President
Harvey Ryan, Treasurer
Andy Morris
Chance Edmondson

Staff Present

Greg Thomas, General Manager
Steve Anderson, General Counsel
Terese Quintanar, District Secretary/Administrative Services Supervisor
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Operations
Christy Gonzalez, Deputy Board Secretary/Executive Assistant
Susie Evans, Sr. Executive Assistant

Others

None

CALL TO ORDER

The meeting was called to order by President Williams at 10:33 a.m.

APPROVAL OF AGENDA

A motion was made by Director Morris, seconded by Vice President Burke, and carried unanimously to approve the Agenda as presented.

PUBLIC COMMENTS

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

Item I.0 CLOSED SESSION

The Board adjourned to Closed Session at 10:34 a.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 11:10 a.m. Steve Anderson reported the Board voted unanimously to ratify the filing of a lawsuit with WaterWorks Engineers in Riverside, CA.

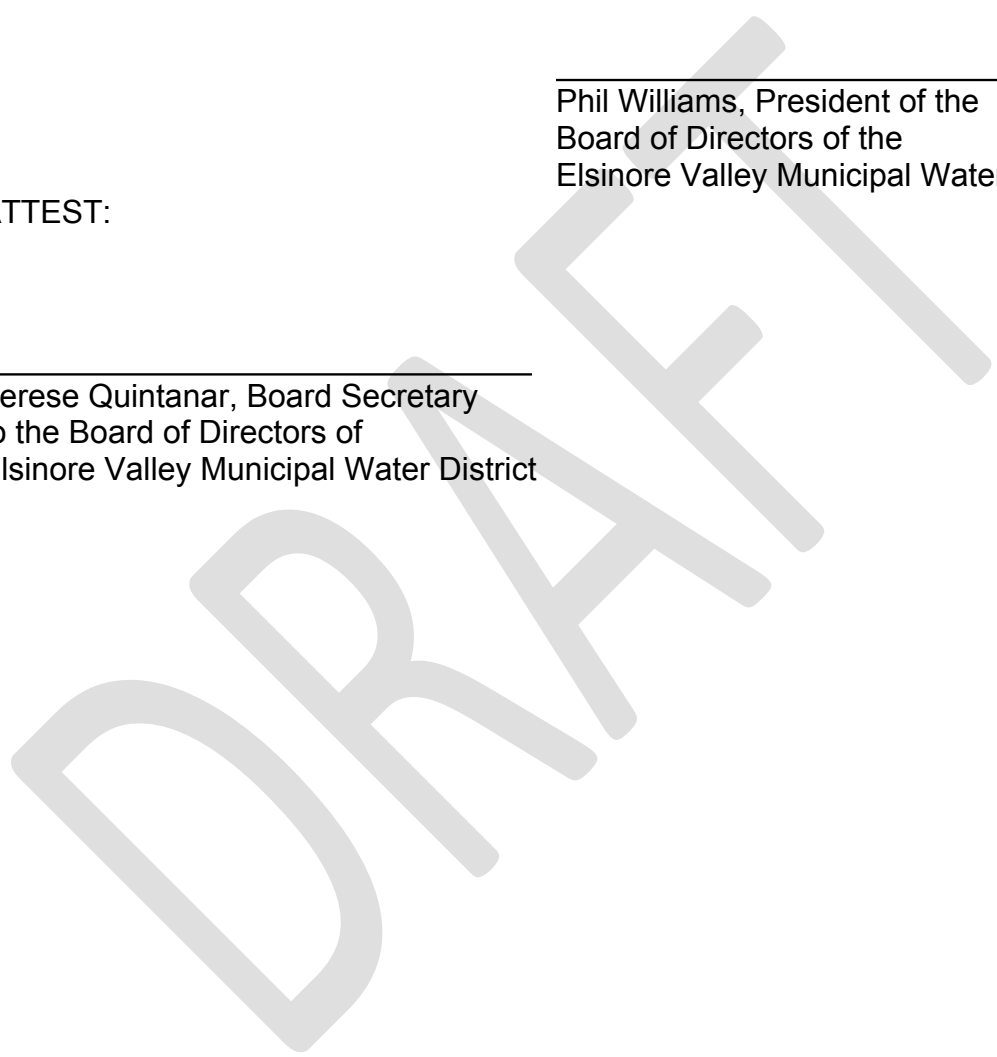
Item II.0 ADJOURNMENT

The meeting was adjourned at 11:11 a.m.

Phil Williams, President of the
Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

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





Payment Ratification Report

Cash Disbursements for 10/29/2021 through 11/10/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
ACH					
7874	11/04/2021	ADVANCED UTILITY SYSTEMS	CIS INFINITY MAINTENANCE SUPPORT – SEPT 2021	ACH	9,570.00
7875	11/04/2021	ALBERT A. WEBB ASSOCIATES	ON-CALL INSPECTION SERVICES	ACH	24,232.50
7876	11/04/2021	ALLIANCE OUTREACH	CANYON LAKE SEWER REHABILITATION PROJECT	ACH	6,217.23
7877	11/04/2021	AMERICAN LABOR POOL	TEMPORARY PERSONNEL	ACH	1,078.00
7878	11/04/2021	ARCADIS US INC	REGIONAL WATER RECLAMATION FACILITY EXPANSION & UPGRADES	ACH	196,418.62
7879	11/04/2021	CALIFORNIA WATER TECHNOLOGIES	CHEMICALS	ACH	4,256.91
7880	11/04/2021	FIELDMAN ROLAPP AND ASSOCIATES	MASTER AGREEMENT FOR THE FINANCIAL ADVISORY SERVICES	ACH	1,718.50
7881	11/04/2021	HELIX ENVIRONMENTAL PLANNING	ON-CALL PROFESSIONAL ENVIRONMENTAL SERVICES	ACH	6,915.56
7882	11/04/2021	HILL BROTHERS CHEMICAL CO	CHEMICALS	ACH	5,335.80
7883	11/04/2021	KENNEDY JENKS CONSULTANTS	CLWTP PHASE 1 IMPROVEMENTS - DESIGN & ENVIRONMENTAL SERVICES	ACH	255,271.35
7884	11/04/2021	MICHAEL BAKER INTERNATIONAL	EVMWD HAZARD MITIGATION PLAN	ACH	21,400.00
7885	11/04/2021	NORTHSTAR CHEMICAL	CHEMICALS	ACH	1,692.60
7886	11/04/2021	PIASCIK, MARK A	BOAT RENTAL & REPAIRS FOR LAKE AERATION PROJECT	ACH	2,150.00
7887	11/04/2021	R.I.C. CONSTRUCTION CO., INC	COTTONWOOD HILLS PS GENERATOR INSTALLATION	ACH	15,304.75
7888	11/04/2021	REILLY CONSTRUCTION MANAGEMENT	SINGLE CHECK BACKFLOW DEVICE REPLACEMENT PHASE II	ACH	37,973.60
7889	11/04/2021	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE & BOOSTER REPAIRS	ACH	6,642.00
7890	11/04/2021	US BANK	P CARD PURCHASES - OCT 2021	ACH	194,469.56
7891	11/04/2021	VECTIS DC LLC	GOVERNMENT RELATIONS & LOBBYING SERVICES - OCT 2021	ACH	5,000.00
7892	11/04/2021	WALLACE & ASSOCIATES	ON-CALL INSPECTION SERVICES	ACH	8,944.00
7893	11/10/2021	ALBERT A. WEBB ASSOCIATES	INSPECTION SUPPORT SERVICES FOR BBGWTP FILTERS 5&6 REHAB	ACH	17,960.40
7894	11/10/2021	ALLIANCE OUTREACH	PECK AND CHESTNUT - PUBLIC RELATIONS & OUTREACH SERVICES	ACH	13,311.85
7895	11/10/2021	AMERICAN LABOR POOL	TEMPORARY PERSONNEL	ACH	14,767.53
7896	11/10/2021	CAROLLO ENGINEERS	GROUNDWATER SUSTAINABILITY PLAN & IT SUPPORT FOR PMIS	ACH	163,577.79
7897	11/10/2021	ENGINEERING RESOURCES OF SO CAL INC	ENGINEERING & DESIGN SERVICE - DISTRICT PARKING LOT IMPROVEMENT	ACH	18,356.07
7898	11/10/2021	FERGUSON WATERWORKS #1082	WATERWORKS INVENTORY SUPPLIES	ACH	13,385.35
7899	11/10/2021	HILL BROTHERS CHEMICAL CO	CHEMICALS	ACH	2,927.65
7900	11/10/2021	INFOR	SYSTEM DESIGN SERVICES	ACH	38,015.00
7901	11/10/2021	INFOSEND	BILLING PROCESSING – OCT 2021	ACH	10,370.21
7902	11/10/2021	INFRASTRUCTURE ENGINEERING COR	NEAR TERM PROJECTS-ADVISORY ROLE (CATEGORY 1)	ACH	1,725.00
7903	11/10/2021	J&L CONSTRUCTORS INC.	SINGLE CHECK BACKFLOW DEVICE REPLACEMENT PHASE 2 PROJECT	ACH	77,583.42
7904	11/10/2021	NORTHSTAR CHEMICAL	CHEMICALS	ACH	21,578.19
7905	11/10/2021	REGAN PAVING	ASPHALT PAVING	ACH	21,690.00
7906	11/10/2021	WEBER WATER RESOURCES CA LLC	EMERGENCY REPAIRS TO MAYHEW WELL	ACH	37,221.50



Payment Ratification Report

Cash Disbursements for 10/29/2021 through 11/10/2021

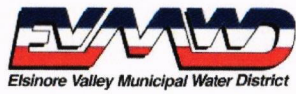
Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
CHECKS					
249471	11/04/2021	ACTION GAS & WELDING SUPPLY	RENTAL/LEASE INVOICE - SEPT 2021	CHECK	123.32
249472	11/04/2021	AVIDEX INDUSTRIES LLC	TRAINING AND MEETING ROOM OPS BUILDING PROJECT	CHECK	22,421.71
249473	11/04/2021	CORE & MAIN LP	SAFETY YELLOW COLOR HYDRANT	CHECK	5,156.66
249491	11/04/2021	DUDEK AND ASSOCIATES INC	ANNUAL DAM INSPECTIONS	CHECK	6,415.00
249492	11/04/2021	EASTERN MUNICIPAL WATER DIST	TEMESCAL SALT & NUTRIENT MONITORING PROJECT	CHECK	700.00
249493	11/04/2021	GAGE CANAL CO INC	CARRYING RIGHTS FOR THE MONTH OF NOVEMBER 2021	CHECK	5,000.00
249494	11/04/2021	GEOSCIENCE	ON-CALL HYDROGEOLOGY SERVICES	CHECK	3,038.50
249495	11/04/2021	KATZ AND ASSOCIATES INC	DROUGHT CAMPAIGN & OUTREACH SUPPORT	CHECK	530.00
249496	11/04/2021	LINCOLN NATL LIFE INS COMP	LIFE/AD&D/LTD INSURANCE NOV 2021	CHECK	42.04
249497	11/04/2021	MCMILLIN SUMMERLY, LLC	DEVELOPER PLAN CHECK DEPOSIT REFUND	CHECK	13,582.90
249498	11/04/2021	RICHMOND AMERICAN HOMES	DEVELOPER PLAN CHECK DEPOSIT REFUND	CHECK	359.00
249499	11/04/2021	R.I.C. CONSTRUCTION CO., INC	COTTONWOOD HILLS PS GENERATOR INSTALLATION	CHECK	366.85
249500	11/04/2021	RAIN FOR RENT	PUMP RENTAL – OCT 2021	CHECK	7,111.84
249501	11/04/2021	RAYNE WATER CONDITIONING INC	DEIONIZED WATER SERVICE - NOV 2021	CHECK	68.50
249502	11/04/2021	REEB GOVERNMENT RELATIONS, LLC	OCTOBER 2021 RETAINER & EXPENSES	CHECK	7,544.26
249503	11/04/2021	SANTA ROSA RGNL RES AUTHORITY	MONTHLY COST SHARE & FY2022 SRRRA NON-OP DEBT SERVICE CONTRIBUTION	CHECK	355,749.45
249504	11/04/2021	SOUTH COAST A Q M D	EMISSIONS & PERMIT RENEWAL FEES	CHECK	7,232.22
249505	11/04/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE - OCT 2021	CHECK	14,022.12
249506	11/04/2021	SPRINT SPECTRUM L.P.	INTERNET SERVICE IN COLTON AREA FOR SCADA - NOV 2021	CHECK	254.19
249507	11/04/2021	STATE WATER RESOURCES CONTROL	RECYCLED WATER FEES 07/01/20-06/30/21	CHECK	10,933.50
249508	11/04/2021	SUPERIOR READY MIX CONCRETE LP	CONCRETE, CONCRETE SLURRY & DELIVERY	CHECK	725.09
249509	11/04/2021	TIME WARNER CABLE	CABLE SERVICE - OCT 2021	CHECK	55.62
249510	11/04/2021	UNITED PARCEL SERVICE	DELIVERY SERVICE - OCT 2021	CHECK	33.00
249511	11/04/2021	WASTE MANAGEMENT	WASTE & RECYCLING - NOV 2021	CHECK	121.82
249512	11/10/2021	AMERIGAS TEMECULA	PROPANE	CHECK	608.64
249529	11/10/2021	DUDEK AND ASSOCIATES INC	VOLUME II TECH SPEC & DRAWING UPDATE & ENG DESIGN GUIDELINES	CHECK	37,928.75
249530	11/10/2021	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	CHECK	22.22
249531	11/10/2021	GEOSCIENCE	HYDROGEOLOGY ON-CALL SUPPORT SERVICES	CHECK	868.75
249532	11/10/2021	GREATAMERICA FINANCIAL SERVICE	COPIER LEASE - OCT 2021	CHECK	2,479.50
249533	11/10/2021	JON CHRISTENSEN	PROP TAX - 1ST INSTALLMENT FY 21-22	CHECK	1,495.03
249534	11/10/2021	KATZ AND ASSOCIATES INC	PUBLIC OUTREACH SUPPORT	CHECK	468.00
249535	11/10/2021	KELSOE & ASSOCIATES, INC	SURVEYING SERVICES - EASEMENT REVIEW	CHECK	800.00
249536	11/10/2021	NETFILE INC	ANNUAL SUBSCRIPTION FOR AGENCY SERVICES 09/23/21-09/22/22	CHECK	4,900.00
249537	11/10/2021	SAFETY KLEEN SYSTEMS INC	INDUSTRIAL SERVICE & SUPPLIES	CHECK	1,619.80



Payment Ratification Report

Cash Disbursements for 10/29/2021 through 11/10/2021

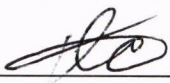
Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
249538	11/10/2021	SBC TAX COLLECTOR	PROP TAX - 1ST INSTALLMENT FY 21-22	CHECK	940.11
249539	11/10/2021	SO CAL GAS	INTER AGENCY AGREEMENT WATER DEVICE INSTALLATION	CHECK	7,362.30
249540	11/10/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE - OCT 2021	CHECK	63,236.39
249541	11/10/2021	SPOK INC	PAGER SERVICE - NOV 2021	CHECK	154.73
249542	11/10/2021	TPX COMMUNICATIONS	MAIN DISTRICT PHONE LINES & INTERNET - NOV 2021	CHECK	13,714.39
249543	11/10/2021	UNIVERSAL WASTE SYSTEMS INC	WASTE ACTIVATED SLUDGE HAULING - OCT 2021	CHECK	15,840.00
REFUNDS/REBATES					
249474	11/04/2021	HARDESTY & ASSOCIATES	CUSTOMER REFUNDS	CHECK	1,327.20
249475	11/04/2021	CAR WASH WILDOMAR	CUSTOMER REFUNDS	CHECK	3,254.43
249476	11/04/2021	ALBERT CELESTE	CUSTOMER REFUNDS	CHECK	73.56
249477	11/04/2021	BARBARA LONG	CUSTOMER REFUNDS	CHECK	25.66
249478	11/04/2021	TAMMY GUTIERREZ	CUSTOMER REFUNDS	CHECK	99.68
249479	11/04/2021	CONNIE GREEN	CUSTOMER REFUNDS	CHECK	25.94
249480	11/04/2021	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	262.74
249481	11/04/2021	RACHAEL DE LOS SANTOS	CUSTOMER REFUNDS	CHECK	125.50
249482	11/04/2021	JORGE HERNANDEZ	CUSTOMER REFUNDS	CHECK	124.43
249483	11/04/2021	MINDIE GILLILAND	CUSTOMER REFUNDS	CHECK	1,093.90
249484	11/04/2021	MARIA AMBRIZ	CUSTOMER REFUNDS	CHECK	141.58
249485	11/04/2021	JAMES GONZALES	CUSTOMER REFUNDS	CHECK	867.34
249486	11/04/2021	ABDUL TAUFIQ	CUSTOMER REFUNDS	CHECK	88.70
249487	11/04/2021	PHOENIX REALTY INVESTMENTS LLC	CUSTOMER REFUNDS	CHECK	228.95
249488	11/04/2021	LORI BEQUETTE	CUSTOMER REFUNDS	CHECK	127.81
249489	11/04/2021	DIANE DANGLEIS	CUSTOMER REFUNDS	CHECK	50.00
249490	11/04/2021	TATYANA CAREY	CUSTOMER REFUNDS	CHECK	41.01
249513	11/10/2021	HENRY JIMENEZ	CUSTOMER REFUNDS	CHECK	111.15
249514	11/10/2021	NADCHELY RODRIGUEZ	CUSTOMER REFUNDS	CHECK	113.81
249515	11/10/2021	JOHN COLLINS	CUSTOMER REFUNDS	CHECK	188.64
249516	11/10/2021	DWAYNE ALLEN	CUSTOMER REFUNDS	CHECK	45.62
249517	11/10/2021	JOSHUA VARGAS	CUSTOMER REFUNDS	CHECK	91.25
249518	11/10/2021	RANCHO PHYSICAL THERAPY	CUSTOMER REFUNDS	CHECK	124.81
249519	11/10/2021	SHERRY PARKERSON	CUSTOMER REFUNDS	CHECK	56.41
249520	11/10/2021	ROSEMARY RODRIGUEZ	CUSTOMER REFUNDS	CHECK	138.29
249521	11/10/2021	ZILLOW HOMES PROPERTY TRUST	CUSTOMER REFUNDS	CHECK	129.18
249522	11/10/2021	SONYA AUNI	CUSTOMER REFUNDS	CHECK	193.42



Payment Ratification Report

Cash Disbursements for 10/29/2021 through 11/10/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
249523	11/10/2021	CHRIS NORCUTT	CUSTOMER REFUNDS	CHECK	71.03
249524	11/10/2021	RICHMOND AMERICAN HOMES	CUSTOMER REFUNDS	CHECK	57.27
249525	11/10/2021	RICHMOND AMERICAN HOMES	CUSTOMER REFUNDS	CHECK	70.55
249526	11/10/2021	TOM MULLINS	CUSTOMER REFUNDS	CHECK	180.26
249527	11/10/2021	DIANE DANGLEIS	CUSTOMER REFUNDS	CHECK	50.00
249528	11/10/2021	HENRY DAVISON	CUSTOMER REFUNDS	CHECK	28.70
VIRTUAL PAYMENT PROGRAM					
391	11/04/2021	ALVAREZ ENTERPRISE SERVICE	JANITORIAL SERVICE - OCT 2021	VIRTUAL	5,534.00
392	11/04/2021	ANIMAL PEST MANAGEMENT SERVICES INC	PEST CONTROL - OCT 2021	VIRTUAL	420.00
393	11/04/2021	APPLE ONE INC	TEMPORARY PERSONNEL	VIRTUAL	4,096.88
394	11/04/2021	AQUA METRIC SALES COMPANY	METERS	VIRTUAL	7,410.92
395	11/04/2021	ATLAS COPCO COMPRESSORS LLC	ANNUAL MAINTENANCE OF COMPRESSORS	VIRTUAL	5,168.00
396	11/04/2021	RIGHTWAY SITE SERVICES INC	PORTA-POTTY RENTAL	VIRTUAL	236.26
397	11/04/2021	SWAINS ELECTRIC INC	MOTOR AND PUMP REPAIRS	VIRTUAL	7,407.30
398	11/10/2021	AMERICAN MATERIAL CO	BUILDING, ELECTRICAL & SMALL TOOLS	VIRTUAL	94.78
399	11/10/2021	APPLE ONE INC	TEMPORARY PERSONNEL	VIRTUAL	1,719.68
400	11/10/2021	CALIFORNIA HAZARDOUS SERVICES	DESIGNATED OPERATOR SITE VISIT - QUARTERLY	VIRTUAL	450.00
401	11/10/2021	CINTAS CORPORATION	MATS, TOWELS & JANITORIAL SUPPLIES	VIRTUAL	1,057.04
402	11/10/2021	INNOVATIVE DOCUMENT SOLUTIONS	DISTRICT NETWORK COPIERS	VIRTUAL	2,451.55
403	11/10/2021	POLYDYNE INC	CHEMICALS	VIRTUAL	14,306.02
404	11/10/2021	STEP SAVER CA LLC	COARSE SALT DELIVERY	VIRTUAL	1,280.00
405	11/10/2021	UNDERGROUND SERVICE ALERT	UNDERGROUND UTILITY ALERT	VIRTUAL	1,127.25

Reviewed By: 

Date: 11/16/2021



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH LEE + RO, INC.
FOR THE CONDITION ASSESSMENT OF MCCS AND PUMP
CONTROL PANELS PROJECT**

STRATEGIC GOAL

Infrastructure

RECOMMENDATION

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

1. Approve a Professional Services Agreement with Lee + Ro, Inc. in the amount of \$730,446.00;
2. Authorize \$3,652.00 for overhead and \$173,082.00 for staff time;
3. Authorize the total expenditure in the amount of \$907,180.00 to the Capital Improvement Program 490, with funding provided from multiple sources based on the facility listing; and,
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

Proper design and operation of electrical components at the District's facilities is critical to the safety and reliability of equipment and personnel. Motor control centers and pump control panels (Electrical Control Systems) are key elements in operating motors and other electrical components (i.e., transformers, pump start/stop, lights, etc.). Over the years, Electrical Control Systems have evolved from cabinets that housed basic devices such as circuit breakers, contactors, or overload relays, to more sophisticated units that include automation equipment which have variable frequency drives, soft starters and programmable controllers.

While the District has updated the Electrical Control Systems over time through minor upgrades and repairs to ensure system operations, many of these systems are due for a comprehensive overhaul.

This project involves assessing facilities that contain Electrical Control System components such as motor control centers or pump control panels. In total, the project consists of assessing 160 individual Electrical Control System components at 120 different sites. The following is an overview of the assessment that will be completed.

- Test motor current draw: The main objective is to reveal hidden problems and prevent unnecessary failures.
- Check electrical grounding system: The purpose is to ensure the grounding system is intact and functional to prevent stray current from damaging electrical components and shocking hazards.
- Electrical Resistance of insulators: The purpose of this test is to identify potential electrical issues to reduce unpredictable equipment repairs and replacement costs.
- Thermographic scanning: Thermographic scanning consists of capturing an infrared image of the electrical component. The image is then analyzed to identify “hot spots” that require repair or replacement.

The field test results and physical inspection reports will be summarized in a condition assessment report that will include a prioritized list of improvements and baseline data to establish a comprehensive preventative maintenance program.

Due to the specialized nature of Electrical Control Systems, it is necessary to retain the services of a consultant team that specializes in electrical, instrumentation, and controls engineering and design to assist the District with performing this assessment.

On June 17, 2021, the District solicited proposals through PlanetBids for engineering services for the Motor Control Centers (MCCs) and Pump Control Panels Condition Assessment Project. On August 3, 2021, two (2) proposals were received by the deadline. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and project understanding, staff concluded that Lee + Ro, Inc. is most qualified. The evaluation ratings are as follows:

Proposal Evaluation Criteria¹	Cost Evaluation	Overall Quality of Proposal	Relevant Qualifications / Experience	Scope of Work and Schedule	Understanding of Project and Project Approach	Total Score
Weight	10%	10%	25%	25%	30%	100%
Lee + Ro, Inc.	63.33	81.67	216.67	216.67	260.00	838.34
Commonwealth Associates, Inc.	66.67	63.33	158.33	175.00	210.00	673.33

¹ The evaluation criteria are recommended and approved by BB&K

Staff presented this item at the November 1, 2021 Engineering and Operations Committee Meeting. After careful review, the Committee and staff recommend award of a Professional Services Agreement with Lee + Ro, Inc. in the amount of \$730,446.00. This item, including overhead of \$3,652.00, as well as staff time (1,235 hours) & fringe benefits of \$173,082.00, totals \$907,180.00.

ENVIRONMENTAL WORK STATUS

This item does not constitute a project under CEQA.

FISCAL IMPACT

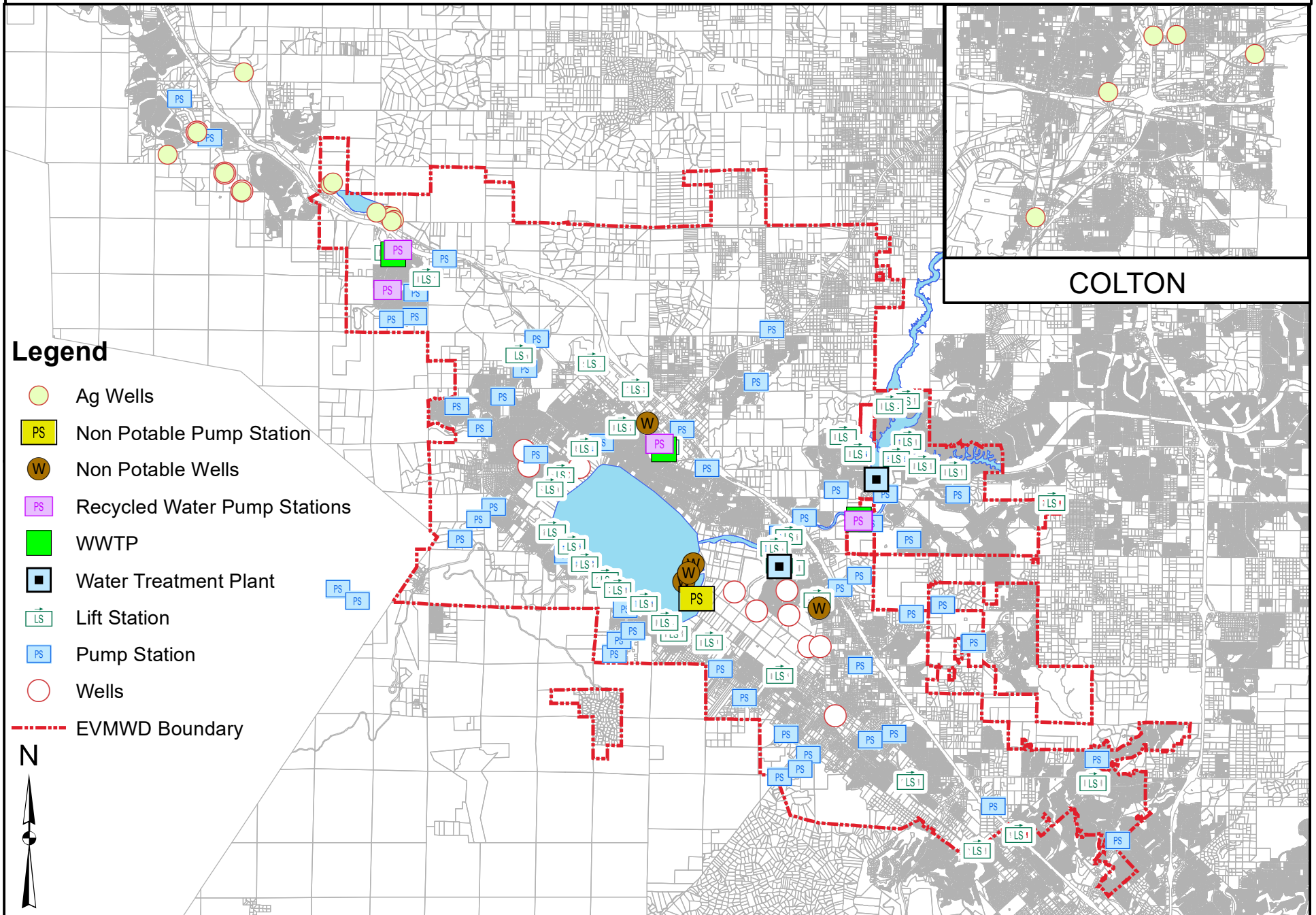
Within Budget – Yes.

Originated by: Jason Dafforn – Engineering
Reviewed by: Scott Thompson / Natalee Dee – Finance
Margie Armstrong – Strategic Programs











Attachments:

Signed Agreement – Lee + Ro, Inc.
Location Map

FACILITIES



Legend

-  Ag Wells
-  Non Potable Pump Station
-  Non Potable Wells
-  Recycled Water Pump Stations
-  WWTP
-  Water Treatment Plant
-  Lift Station
-  Pump Station
-  Wells
-  EVMWD Boundary



**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR THE MOTOR CONTROL CENTERS
(MCCS) CONDITION ASSESSMENT PROJECT**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of _____ by and between the Elsinore Valley Municipal Water District, a California municipal water district with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 (“District”) and LEE & RO, Inc., a Corporation, with its principal place of business at 1199 South Fullerton Rd., City of Industry, CA 91748 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing condition assessment for the Motor Control Centers (MCCs) and Pump Control Panels services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for the for the Motor Control Centers (MCCs) Condition Assessment Project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional condition assessment for the Motor Control Centers (MCCs) and Pump Control Panels consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from November 23, 2021 to April 30, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “A” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services

in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Seven Hundred Thirty Thousand Four Hundred Forty-Six Dollars (\$730,446.00) without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling

necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Eric Lovering and Michael Assadourian.

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 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 "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, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for viewing to any interested party upon request. Consultant 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 Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

(c) Labor Certification. By its signature hereunder, Consultant 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.

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

3.4.1 District's Representative. The District hereby designates Vanessa Paneto, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates Eric Lovering, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to District), indemnify and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

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

3.6 Insurance.

3.6.1 Time for Compliance. Consultant 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, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant 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.

3.6.2 Minimum Requirements. Consultant 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 Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants 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). Consultant 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 Consultant, 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 Consultant'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 Consultant'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). Consultant 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 Consultant or for which the Consultant 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 Consultant'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 Consultant'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. Consultant 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 Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(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 Consultant 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 Consultant 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. Consultant 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 Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.3 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.

3.6.4 Verification of Coverage. Consultant 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 Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

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

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.7.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans,

specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting.

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

3.10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92531
Attn: Vanessa Paneto

CONSULTANT:

Lee & Ro, Inc.
1199 South Fullerton Rd.,
City of Industry, CA 91748
Attn: Eric Lovering

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.10.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.10.4 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.10.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.10.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.10.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.10.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.10.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

3.10.20 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON THE FOLLOWING PAGE

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE MOTOR CONTROL CENTERS
(MCCS) CONDITION ASSESSMENT PROJECT**

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Service Agreement on the Effective Date first herein above written and caused this Professional Service Agreement to become effective by their respective endorsements below:

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:

By: _____

Printed Name: _____

Title: _____

Dated: _____

LEE & RO, INC.:

By: _____
DocuSigned by:
Eric Lovering
7DE2BBF4E4E340F
(Authorized Representative of Vendor)

Printed Name: Eric Lovering

Title: Chief Engineer

Dated: November 1, 2021

**EXHIBIT A
SCOPE OF SERVICES**



Celebrating 40 years
as partners in possibility.

1199 South Fullerton Road
City of Industry, CA 91748

626-912-3391
lee-ro.com

August 3, 2021

Ms. Vanessa Paneto
Associate Engineer - Capital Projects
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530

**Subject: Proposal for the Professional Engineering Services for
Motor Control Centers (MCCS) and Pump Control Panels Condition Assessment**

Dear Ms. Paneto,

In response to your RFP, dated June 2021, LEE + RO, Inc (LEE + RO) is pleased to submit this proposal for professional engineering services for the Motor Control Centers (MCC) and Pump Control Panels Condition Assessment Project. We have studied the RFP, attended the pre-proposal meeting, and have reached out to our network of teammates and collaborators to put together a proposal for this ambitious, condition assessment project.

The scale of this project is the first challenge that must be overcome. EVMWD operates 129 facilities that have been included within this RFP for assessment. Mobilizing, gathering data, and analyzing a large volume of information such as will be produced for this project requires great communication, lots of planning, good organization and documentation, and teamwork. To further expedite the project schedule, LEE + RO has teamed with Southern Contracting and AEC, two experienced electrical contractors, to perform the required field work and provide a two-pronged approach to field investigations. Field investigations will be carefully planned to meet the requirements of the District's scope and schedule.

In addition to the size and scope of the District's condition assessment task, water and wastewater facilities are highly specialized facilities that require a specific understanding of their operating principles and goals, operations and maintenance workflows, and an intimate understanding of the consequences of equipment/station failure. LEE + RO's specific and expertise in Water/Wastewater and Electrical Engineering provides this team with a unique, insider's perspective of every facility within EVMWD's system and most important—it enables us to understand why the work we are doing matters.

The project team will be led by an experienced Senior Electrical Engineer and Project Manager, Michael Assadourian, PE. Mr. Assadourian is a licensed Electrical Engineer (CA #E14390) and has recent, relevant experience with condition assessment, field investigations, detail design, and construction support projects and will also serve as the District's main point of contact and a senior technical resource for the team. As the Principal-in-Charge, I will be responsible for making sure that Michael is delivering the project on-time and on-schedule, as well as direct involvement in QA/QC and field data analysis. (For more information about our project team, please refer to Section C, Personnel.) I am the authorized individual to negotiate, represent, and contractually bind LEE + RO. We have reviewed the sample professional services agreement and we are willing to enter into an agreement with the District.

Exhibit "A"

We thank you for the opportunity to work with EVMWD on this project. If you have any questions or comments, please feel free to contact me via my contact information below.

Respectfully Submitted,

LEE + RO, Inc.



Eric Lovering, PE
Principal-In-Charge
10640 Scripps Ranch Blvd.
San Diego, CA 92131
Eric.Lovering@lee-ro.com
(858) 336-5151

A. UNDERSTANDING OF PROJECT & PROJECT APPROACH

Scope of Work

General: Elsinore Valley Municipal Water District (EVMWD) operates 129 facilities, including 54 booster stations, 38 lift stations, 27 well sites, 5 recycled water pump stations, 3 wastewater treatment plants, and 2 water treatment plants. Original construction dates for these facilities range from the early 1970s to 2016, with a few of the older facilities having various rehabilitation improvements projects completed around 2004. Due to the general age of the equipment, some of the Motor Control Centers (MCCs) and Pump Control Panels have become difficult to maintain since replacement parts are difficult to find and have the potential to impact reliable operations.

LEE + RO will provide professional engineering services for scheduling meetings and coordinating site visits with District staff to allow for inspection and evaluation of 123 facilities. Review meetings will be scheduled, the first of which will be the kick-off meeting to brainstorm ideas and identify project constraints. LEE + RO will provide agendas, minutes, progress reports via emails, and conduct as required Microsoft Teams calls/meetings.

To assess and address the capacity, reliability, growth, and regulatory needs of the District's facilities, LEE + RO will develop an inventory of existing facility electrical assets, namely an equipment schedule for the MCCs and Pump Control Panels, priority list for replacement, and availability of replacement parts or complete replacement of units.

The facilities will be divided up between the subcontractors and their field testing work will be performed concurrently, effectively halving the amount of time that would be required if only one contractor was used. The field-testing work will be divided as follows:

Group 1 (AEC): 60 facilities total; 52 booster stations, 5 recycled water pump stations, and 3 wastewater treatment plants.

Group 2 (Southern Contracting): 63 facilities total; 35 lift stations, 26 well sites, and 2 water treatment plants.

Task 1 - Data Collection and Review

LEE + RO will develop a list of required information for each facility and collect and analyze documents such as as-builts, one-line diagrams, short circuit, coordination and Arc Flash system studies, past investigation reports, maintenance/repair logs, operator interviews, etc. LEE + RO will also catalog which "critical" documents or information is missing and summarize the available information in a Technical Memorandum (see Task 2). One-line diagrams, if available, will be verified with the existing installation, and any discrepancy will be brought to the District as a drawing markup. For facilities where one-line diagrams are not available, LEE + RO will collect the necessary data through field visits and generate a new detailed one-line diagram (see Assumptions section for quantity of drawings). All existing, revised, and new one-line diagrams will indicate the actual electrical structures, voltages,

available short circuit at the MCC, horsepower rating of each motor, and names of all panels and equipment.

Task 2 – Field Investigation Plan

On the basis of the original available data review, LEE + RO will develop and submit a field investigation plan in Technical Memorandum (TM) format for the District to review. The investigation plan will describe the overall investigation objectives, provide a description of each facility and the proposed investigatory methods, testing, and procedures (including staffing and safety considerations). Upon incorporation of the District comments, and the District review and approval of the final Field Investigation Plan, LEE + RO will initiate the field investigation work that will be performed by LEE + RO personnel and licensed testing subcontractor(s).

A digital copy (.docx & .pdf) will be e-mailed to the District for both draft and final copy of the Field Investigation Plan.

Task 3 – Perform Condition Assessment

LEE + RO personnel will visit each facility with the District's crew to collect inventory data and perform a detailed condition assessment. LEE + RO will utilize licensed testing subcontractor(s) to perform the following tests:

A. MCC & Pump Control Panel Testing:

1. **Test Current Draw on Motors** - Use Clamp on ammeter to measure each motor's amperage while running. Document and provide with report for each site.
2. **Check Grounds** - Visual and Mechanical Inspection from MCC to Source and to major loads. Inspect anchorage. Electrical test, perform point-to-point tests to determine the resistance between the main grounding system and all major electrical equipment frames, system neutral, and/or derived neutral points. Document and provide with report for each site.
3. **Megger the Motor** - Electrical Test, perform insulation resistance test in accordance with IEEE 43, tested from the MCC bucket at each location to motor. Machines larger than 200hp: test duration shall be for 10 minutes. Calculate polarization index. Machines less than or equal to 200hp: test duration shall be 1 minute. Calculate the dielectric absorption ratio. Document and provide with report for each site.
4. **Check Age of Breakers** - Check age of breakers and determine if they are still available to purchase. Document and provide with report for each site.
5. **Infrared (Thermographic Scanning) Report** - At MCC and Control Panels. Visual and Mechanical Inspection, inspect physical and mechanical condition. Remove panel covers or view the equipment through viewing ports designed to

transmit applicable signals being measured. Document and provide survey with report for each site, including temperature, discrepancies, areas inspected, identify loads, identify areas of concern, and provide recommendations actions for repair.

- 6. **Rodent Abatement Measures/Recommendations -** Document and provide with report for each site, rodent issues and recommendations for remediation.
- 7. **Cleaning of MCC/Control Panel -** Provide general light cleaning (Brush down) of MCC and Control Panel. If deemed safe, vacuum and brush inside of control panel. If deemed safe, brush inside MCC cans. This is very time dependent on duration of outage and limited per request of Scope/Cost reduction measures.

B. LEE + RO will document any physical damage or life safety issues, as well as NFPA 820 compliance issues, observed during the data collection. These include code incompliances, rust, water damage, excessive dust, missing covers, exposed live parts, etc.

C. LEE + RO will coordinate with District staff to identify, inspect, and evaluate existing hardware and controls equipment for the MCC and Pump Control Panel facilities. LEE + RO will catalogue all existing controls hardware and equipment and provide recommendations for replacement and standardization, where applicable, based on currently available technologies and industry best practices. LEE + RO will make recommendations for additional items required based on testing and observations.

Task 4 – Condition Assessment Reports and Recommendations for Prioritized CIP Development

LEE + RO will provide a draft and a final copy of the Condition Assessment Report for the District to review. The Report shall include the following:

- 1. Field investigation results.
- 2. Site issues.

- 3. Recommended upgrades and repairs.
- 4. Planning level costs for each recommended repair or improvements.
- 5. Prioritization of the recommended improvements.
- 6. Remaining useful life of site if repairs and upgrades are performed.

Based on the Analysis and Condition Assessment (Task 3), a list of prioritized CIP projects will be developed for all facilities. Project priority will be scored based on likelihood and consequence of failure and criticality of the facility.

$$L_f * C_f * N = P$$

L_f = Likelihood of Failure (0.0 – 1, where 1 = most likely)

C_f = Consequence of Failure (0.0-1.0, based on various impacts, e.g. unsafe operating condition = 1, SSO = 0.9, etc.)

N = Criticality coefficient (0.0-1.0, with higher scores assigned to the most critical facilities, e.g. older non-renovated)

P = Priority Score (0.0-1.0, with 1.0 being the highest priority)

Each facility will be assessed electrically in accordance with the categories listed under Task 3, and each facility will be assigned a total priority score. CIP project sheets will be developed for each facility and will provide necessary information including condition-based defects, recommended project, value added standardization of the facilities, and preliminary cost estimates.

The District shall be provided three (3) weeks to review the draft Condition Assessment Report. Once the Condition Assessment Report has been approved by the District, LEE + RO will prepare a PowerPoint presentation and present the findings to the District in a meeting.

A digital copy (.docx & .pdf) will be e-mailed to the District for both draft and final copy of the Condition Assessment Report. Also, an electronic copy of the PowerPoint presentation will be e-mailed to the District.

Schedule and Availability

After reviewing the preliminary schedule provided in the RFP, the milestones for completion of the Final Report based on the Notice to Proceed date, are as follows:

Milestone	Weeks from NTP
Kick-off Meeting / 2 workshops	1 - 2
Sites Visit/ Data Collection	2 - 16 (Avg 10 Sites/wk)
Submit Field Investigation Plan / Tech. Memo (TM)	6
District Review & Approval of TM	7 - 9
Coord. with District Staff and Perform Condition Assessment / Testing	10 – 51 (Avg 3 Sites/day, min. 2 Sites /day)
Submit Condition Assessment Reports and Prioritized CIP	58
District Review & Approval of Cond Assess. & Prioritized CIP	59-61
Final Submittal of Condition Assessment Reports and Prioritized CIP	63

Scope of Work Assumptions & Clarifications:

Documentation to be Provided by EVMWD:

- a) MCC single-line diagrams, MCC elevation drawings, control schematics, and associated drawings and electrical loads.
- b) As-built record drawings and applicable upgrades.
- c) ETAP Coordination and Arc Flash Studies.

CAD 1-Line Diagram to be Generated by LEE + RO:

LEE + RO will assume 15 single line diagrams to be generated for the condition assessment project and is included in the fee schedule.

Additional Requirements:

- a) Equipment must be de-energized on the line side and load side for the duration of the field tests.
- b) If special software, and/or factory programmable controller is required to test equipment, it shall be provided by EVMWD to LEE + RO at least two weeks prior to testing.
- c) Electrical equipment to be tested shall be readily accessible.
- d) Vehicles and trailers must be able to be parked within 50' of the work areas for the field testing. This is necessary to access heavy test equipment and tools throughout the workday.
- e) District staff will start and stop any District equipment and District Staff shall provide the maximum allowed duration of outages.

Clarifications:

All work to be completed during normal work hours. All additional costs will be performed at time and material. Delay and/or Standby time will be tracked Time and material as an additional cost. Customer Cancellations &/or rescheduling could be subject to an additional fee. 24-48 hours prior to scheduled outage – 15% of contract amount per site. 24 hours or less prior to scheduled outage 25% of contract amount per site.

Exclusions:

- Insulation resistance (megger testing) on feeders, branch circuits and control wiring.
- Circuit Breaker Testing
- Battery Systems
- Metering Devices
- Variable Frequency Drives (VFD's)
- ATS Switches
- UPS System
- Pump Motors (Other than Megger)
- Generators
- Transformers

- Medium Voltage Cables
- Torquing is not included.
- Repairs or retests, if needed, are not included.
- Commissioning plan development
- Field start-up, commissioning, and functional testing
- Demonstrations and/or training
- Field Instruments
- Field Cable & Conduits
- Temporary Lighting
- Power & Telephone
- Utility company charges or fees
- Permit or inspection fees
- Bond costs
- Wall patching and repair
- Inspection Fees
- Painting and coatings
- Programming
- Start up

Recommendations (Not Part of RFP Required Tasks)

Emergency Corrective Services

During visual inspection of sites, licensed electricians can perform corrective maintenance on existing equipment that the District would generally repair under O&M activities, such as circuit breakers, fuses, relays, pushbuttons, switches, and other small appurtenances that are not considered capital improvements. Fee shall be negotiated separately and will be specific per site subject to District's approval.

B. COST PROPOSAL

The scope of work tasks, as provided in the RFP, have been used to develop our fee estimate below, **Exhibit B.1**, with a not-to-exceed fee of **\$730,446**. We have also included our current billing rate schedule and other direct costs billing schedule along with our fee as **Exhibit B.2** and **Exhibit B.3**, respectively. Our fee includes all LEE + RO labor, subconsultant costs, and other direct costs for all work items.

Exhibit B.1 Fee Estimate

Labor Category: E8 Managing Engineer E7 Supervising Engineer E5 Senior Engineer E3 Associate Engineer A2 Word Processor	E8	E7	E5	E3	A2	Total Hours	Total Labor	Other Direct Costs	Sub-Consultant Fees	TOTAL
Project Tasks	\$283	\$257	\$214	\$179	\$136					
Task 1: Data Collection and Review (15 weeks)										
Task 1.0 Project Management / Kick-off Meeting / 2 Workshops	4	16	16			36	\$8,668	\$200		\$8,868
Task 1.1 Data and Records Collection (123 Sites, Average 10 Sites/Wk)	4	24	80	80	60	248	\$46,900	\$2,000		\$48,900
Task 1.2 Revision of Existing 1-line diagrams, & Generation of 15 New 1-Line Diagrams	8	30	40	40	20	138	\$28,414	\$500		\$28,914
Task 1.3 Data Review & Analysis	12	24	40	30	30	136	\$27,574	\$1,000		\$28,574
Subtotal Task 1, Data Collection and Review	28	94	176	150	110	558	\$111,556	\$3,700	\$0	\$115,256
Task 2: Field Investigation Plan (6 weeks)										
Task 2.0 Project Management / Meetings and Reporting	4	8	8	8	8	36	\$7,420	\$100		\$7,520
Task 2.1 Preparation of Field Investigation Plan Document		16	20	20	20	76	\$14,692	\$1,000		\$15,692
Task 2.2 QA/QC	8	10	16			34	\$8,258	\$200		\$8,458
Subtotal Task 2, Field Investigation Plan	12	34	44	28	28	146	\$30,370	\$1,300	\$0	\$31,670
Task 3: Perform Condition Assessment (42 weeks)										
Task 3.0 Project Management / Meetings and Reporting	10	30	30		30	100	\$21,040	\$1,000		\$22,040
Task 3.1 Condition Assessment & Coordination - 118 Booster/Lift/Well/RWP Stations	20	60	72	72	50	274	\$56,176	\$2,000	\$362,250	\$420,426
Task 3.2 Condition Assessment & Coordination - 5 Treatment Plants	4	10	20	30	20	84	\$16,072	\$1,000	\$57,750	\$74,822
Subtotal Task 3, Condition Assessment	34	100	122	102	100	458	\$93,288	\$3,000	\$420,000	\$516,288
Task 4: Condition Assessment Report & Prioritized CIP Development (8 weeks)										
Task 4.0 Project Management / Meetings and Reporting	8	10	10		5	33	\$7,654	\$150		\$7,804
Task 4.1 Prioritization	10	20	40	40	20	130	\$26,410	\$2,000		\$28,410
Task 4.2 Prioritized CIP Summary & PPT Presentation	4	20	20	20	20	84	\$16,852	\$1,500		\$18,352
Task 4.3 QA/QC	12	20	20			52	\$12,816	\$500		\$13,316
Subtotal Task 4, Condition Assessment Report & Prioritized CIP Development	34	70	90	60	45	299	\$63,732	\$3,500	\$0	\$67,232
Task 5: Allowance For Recommended Services										
Task 5.0 Project Management / Meetings and Reporting						0	\$0			\$0
Task 5.1 Emergency Corrective Services (Provide Support on Replacing Failed Equip.)						0	\$0			\$0
Subtotal Task 5, Allowance for Recommended Services	0	0	0	0	0	0	\$0	\$0	\$0	\$0
TOTAL NOT-TO-EXCEED	108	298	432	340	283	1,461	\$298,946	\$11,500	\$420,000	\$730,446



Exhibit B.2 Hourly Billing Rate Schedule

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
ENGINEERS			
Engineer 8	E8	Managing Engineer	\$283
Engineer 7	E7	Supervising Engineer	\$257
Engineer 6	E6	Principal Engineer	\$238
Engineer 5	E5	Senior Engineer	\$214
Engineer 4	E4	Engineer	\$199
Engineer 3	E3	Associate Engineer	\$179
Engineer 2	E2	Assistant Engineer	\$155
Engineer 1	E1	Junior Engineer	\$138
CAD / DESIGNERS			
Designer 6	T6	Principal Designer	\$199
Designer 5	T5	Senior Designer	\$179
Designer 4	T4	Designer	\$155
Designer 3	T3	Associate Designer	\$138
Designer 2	T2	Assistant Designer	\$116
Designer 1	T1	Junior Designer	\$97
FIELD PROFESSIONALS			
Field Professional 5	F5	Senior Resident Engineer	\$214
Field Professional 4	F4	Resident Engineer	\$199
Field Professional 3	F3	Senior Inspector	\$179
Field Professional 2	F2	Inspector	\$155
Field Professional 1	F1	Assistant Inspector	\$138
ADMINISTRATIVE			
Administrative 4	A4	Senior Contract Manager	\$152
Administrative 3	A3	Contract Manager	\$141
Administrative 2	A2	Senior Word Processor	\$136
Administrative 1	A1	Word Processor / Admin. Assistant	\$121

Exhibit B.3**Other Direct Cost (ODC) Billing Rate Schedule**

(Effective from November 1, 2020 to October 31, 2021)

Automobile Mileage	IRS Published Rate
In-house Reproduction	\$0.08 / sheet (8.5 x 11 Bond B & W)
	\$0.20 / sheet (8.5 x 11 Bond Color)
	\$0.15 / sheet (11 x 17 Bond B & W)
	\$0.50 / sheet (11 x 17 Color)
	\$1.25 / sheet (24 x 36 Bond)
Mylar Original Drawing	\$8.00 / sheet (24 x 36 or 22 x 34)
Computers & Work Stations	No Charge
Subconsultant Mark-up	Subconsultant Invoice Amount Plus 5%, Unless Client Specifies Otherwise
Bulk Reproduction by Outside Printing Firm	Invoice amount plus 10% Handling Charge
Overnight Mailing, Air Fare, Project-Specific Software, Equipment Rental, etc.	At Cost



Elsinore Valley Municipal Water District

Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CA, INC. FOR THE ENGINEERING AND DESIGN SERVICES FOR DISTRICT PARKING LOT IMPROVEMENTS PROJECT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

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

1. Approve Amendment No. 3 to the Professional Services Agreement for Engineering and Design Services to Engineering Resources of Southern CA, Inc. in the amount of \$23,971.00;
2. Authorize the total expenditure in the amount of \$23,971.00 to the Capital Improvement Program, with funding provided from the General Purpose Property Tax Program; and,
3. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The District's Administration and Operations Building currently has limited customer parking available to its customers, contractors, consultants, and other visitors near the front entrance. There are currently eight (8) standard parking stalls with one ADA Accessible stall located on the property. These parking stalls are often occupied and visitors are forced to utilize the undeveloped land adjacent to the building as overflow parking. As the parcel of land is unimproved, there is no lighting, security, use restrictions, ADA/access features, nor is there a safe path of travel across Treleven Avenue. Additionally, there are no drainage improvements onsite resulting in a significant

amount of stormwater runoff and mud flow from the lot leading into the City's storm drain system and ponding at Chaney Street and Treleven Avenue intersection.

On September 26, 2019, the Board of Directors approved a Professional Services Agreement (Contract) with Engineering Resources of Southern CA, Inc. (ERSC) for Engineering and Design Services for the District Parking Lot Improvements Projects in the amount of \$123,142.00.

As the Project commenced, the impacts related to COVID required the District rebalance project priorities resulting in the execution of Amendments No. 1 and No. 2 for non-compensatory time extension.

As part of on-going project coordination discussions with the City of Lake Elsinore, the City expressed interest in completing additional street improvements along Gedge and Treleven Avenue. The additional street improvements will:

- Fully improve Gedge Avenue, which is currently a dirt road;
- Repave Treleven Avenue from Chaney Street north approximately 550 feet; and
- Install drainage facilities along Gedge and Treleven Avenues to direct stormwater to the appropriate drainage facilities.

The District and City determined that completing the City's additional improvements as part of the District's Project benefits the community. The City has agreed to enter into a cooperative funding agreement for the additional street improvements design and construction costs. The City and District are currently finalizing the agreement at which time, City staff will seek City Council approval.

In addition to the street improvement design costs, other minor design related costs were encountered to evaluate alternative parking lot layout designs and drainage improvement requirements. The following table summarizes the costs associated with this action:

Item	Cost
Total Amendment	\$23,971
City Reimbursement	\$14,620
District Cost	\$9,351

Staff presented this item at the November 1, 2021 Engineering and Operations Committee Meeting. After careful review, the Committee and staff recommend award of Amendment No. 3 to the Professional Services Agreement with ERSC in the amount of \$23,971.00.

ENVIRONMENTAL WORK STATUS

This action does not constitute a project in accordance with CEQA requirements.

FISCAL IMPACT

Within Budget – Yes.

Originated by: Jason Dafforn – Engineering
Reviewed by: Scott Thompson / Natalee Dee – Finance
Margie Armstrong – Strategic Programs

Attachments:

Amendment No. 3
Location Map

AMENDMENT NO.3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE ENGINEERING AND DESIGN SERVICES FOR THE DISTRICT PARKING LOT IMPROVEMENTS

1. PARTIES AND DATE

This Amendment No.3 to the Professional Service Agreement for the Engineering and Design Services for the District Parking Lot Improvements project is made and entered into as of this day of _____ (“Effective Date”) by and between the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a municipal water district created pursuant to the provisions of the California Water Code sections 71000 *et seq.*, (“District”) and Engineering Resources of Southern CA, Inc., a Corporation (“Consultant”). District and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

2. RECITALS

- 2.1 The District and the Consultant have entered into an agreement, dated September 26, 2019 for the purpose of providing Professional Engineering and Design Services (the “Master Agreement”).
- 2.2 The District and the Consultant have entered into an Amendment No.1 to the Master Agreement, dated August 12, 2020 for the purpose of extending the term of the Master Agreement.
- 2.3 The District and the Consultant have entered into an Amendment No.2 to the Master Agreement, dated August 27, 2021 for the purpose of extending the term of the Master Agreement.
- 2.4 The Parties now desire to amend the Master Agreement in order to modify the scope of services and add additional compensation to the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree as follows:

3. INCORPORATION OF RECITALS:

- 3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

- 4.1 The Services are hereby amended to include the additional Services set forth in Attachment 1, attached hereto and incorporated herein.

- 4.2 The maximum compensation for services performed pursuant to this Amendment No.3 to the Master Agreement is hereby amended and shall not exceed Twenty-Three Thousand Nine Hundred Seventy-One Dollars (\$23,971.00) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of One Hundred Forty-Seven Thousand One Hundred Thirteen Dollars (\$147,113.00). Work shall be performed at the rates set forth in the Master Agreement as amended by this Amendment No.3.
- 4.3 Except as amended by this Amendment No.3 all other terms, conditions, and provisions of the Master Agreement as amended by Amendment No.1 and Amendment No.2, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No.3.
- 4.4 The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.
- 4.5 This Amendment No.3 may be signed in counterparts, each of which shall constitute an original.

[signatures on following page]

**SIGNATURE PAGE TO
AMENDMENT NO.3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE
ENGINEERING AND DESIGN SERVICES FOR THE DISTRICT PARKING LOT
IMPROVEMENTS**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.3 on the Effective Date first herein above written and caused this Amendment No.3 to become effective by their respective endorsements below:

**ELSINORE VALLEY MUNICIPAL WATER
DISTRICT:**

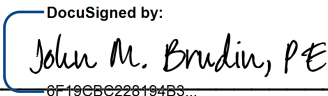
By: _____

Name: _____

Title: _____

Dated: _____

**ENGINEERING RESOURCES OF
SOUTHERN CA, INC.:**

By:  _____
OF19C8C228194B3...

Name: John M. Brudin, PE

Title: President

Dated: October 21, 2021



19008001

September 29, 2021

Shawnele Morelos
Elsinore Valley Water District
 31315 Chaney Street
 Lake Elsinore, CA 92530

District Parking Lot Improvements -- W.O. 75620
Additional Authorization No. 1

Dear Shawnele:

During the development of the Project Design Report, *Engineering Resources of Southern California Inc. (ERSC)* engaged in additional work necessary to increase the parking count and provide street improvements related to the development of the District Parking Lot Improvements Project. In more detail *ERSC*, has developed a third parking lot design (Alt. 3A) and analyzed potential street improvements on Gedge Avenue southerly of Treleven Avenue, the southerly half of Treleven Avenue across the project frontage, and the rehabilitation of the northerly half of Treleven Avenue westerly of Chaney Avenue.

The limits of the street improvements noted above are shown on District Parking Lot Improvements Alternate 3A (attached).

Portions of Additional Authorization No.1 are intended to replenish items 2.3 Preliminary Design Report and 2.8 Preliminary Grading and Drainage. The following additional services have been provided to date under Tasks 2.3 and 2.8.

2.3 Preliminary Design Report: Develop and analyze Alternate 3A. Alternate 3A utilizes access from Gedge Avenue, onsite angle parking and offsite head-in parking along Treleven Avenue.

2.8 Preliminary Grading and Drainage: Prepare grading, paving and hardscape design for Alternate 3A. The design has been developed giving primary consideration to circulation, drainage, and the placement of water quality features. Provide preliminary design of additional street improvements noted above and shown on Alternate 3A. Develop revised construction costs for the proposed onsite improvements and additional street improvements.

During discussions with the City of Lake Elsinore regarding the design of the parking lot and the district funded street improvements, the City indicated that other monies were available to fund the rehabilitation and improvement of portions of Gedge Avenue adjacent to the project site and Treleven Avenue adjacent to the project and existing District Administration building. These additional improvements include curb and gutter and full depth pavement on the southerly side of Treleven Avenue and the easterly of Gedge Avenue, asphalt concrete dike and full depth

pavement on the westerly side of Gedge Avenue and grind and overlay on the northerly side of Treleven westerly of Chaney Street.

Additional services necessary to provide contract documents for the street improvements shown on Alternate 3A, include:

2.1 Topographic Survey: Acquire additional topography along the westerly half of Gedge Avenue southerly of Treleven Avenue and the southerly half of Treleven Avenue westerly of Gedge Avenue.

3.0 Final Engineering

3.5 Street Improvement and Rehabilitation Plans: Provide Street improvement and rehabilitation plans in the following locations:

1. Grind and overlay along the northerly half of Treleven Avenue approximately 500 feet westerly of Chaney Street.
2. Street widening and overly improvements along the southerly half of Treleven Avenue approximately 260 feet westerly of Chaney Street.
3. Street widening and overlay improvements along the southerly side of Treleven Avenue approximately 210 feet westerly of Gedge Avenue.
4. Half street improvement along the easterly side of Gedge Avenue approximately 220 feet southerly of Treleven Avenue.
5. Half street improvement along the westerly side of Gedge Avenue approximately 220 feet southerly of Treleven Avenue.

Task 3.5 includes the development of specifications for the street widening and grind and overlay portions of the work, cost estimates detailing EVMWD's and the City's portion of the work and processing and final approval of the plans, specifications and estimates through the City of Lake Elsinore.

3.6 Right-of-Way Documents: Prepare and process through approval, plats, and legal descriptions necessary to dedicate an additional four feet of right-of-way on the westerly side Treleven Avenue across the project frontage, a corner cut-back at the Gedge and Treleven Avenues and a corner cut-back at Treleven Avenue and Chaney Street. After approval of the plat and legal description, prepare a Grant Deed for execution, acceptance, and recordation by the City of Lake Elsinore. Task 3.6 includes reimbursable costs associated with acquisition of title reports for two parcels fronting Treleven Avenue,

Additional fees requested include:

Design Fees:

Alternate 3A

2.3 Preliminary Design Report	\$ 1,529
2.8 Preliminary Grading and Drainage	\$ 3,064

Subtotal \$ 4,593

Offsite Street Design

2.1 Topographic Survey	\$ 1,290
3.5 Final Engineering	\$ 20,828
3.6 Right-of-Way Documents	\$ 9,200

Subtotal \$ 31,318

Total -- Design Fees \$ 35,911

Plan Check Fees: After the issuance of Work Order 75620, the City of Lake Elsinore introduced a new fee schedule. In addition, through discussions with City Staff, the City has agreed to waive certain fees which have been deleted from the contract. Therefore, increased fees, new fees, and deleted are detail in the table below along with the net increase to the project.

City of Lake Elsinore Plan Check Fees			
Department/Type	Original Authorization	Amended Fees	Net Inc/(Dec.).
Engineering			
Grading	\$610	n/a	(\$610)
Onsite Improvements	\$12,000	n/a	(\$12,000)
Prelim. WQMP	\$1,750	\$1,850	\$100
Final WQMP	\$1,750	\$1,850	\$100
Subtotal -- Engineering			(\$12,410)
Planning			
Minor Design Review	\$4,301	\$4,524	\$223
CEQA	\$1,650	n/a	(\$1,650)
CDFW	\$60	n/a	(\$60)
Landscape Plan Check	-	\$1,957	\$1,957
Subtotal -- Planning			\$470
Total Fee Increase			(\$11,940)

Please note, fees to be paid to the City of Lake Elsinore for Grading, Onsite Improvements and CEQA, and California Department of Fish and Wildlife (CFWD) are being removed (deleted) from this request in their entirety and have not been reallocated to other tasks in this request.

Additional Authorization No. 1 – Total Fees Requested

Total -- Design Fees	\$ 35,911
Total – Plan Check Fees	<u>(\$11,940)</u>
Total Fees Requested	\$ 23,971

Please let me know if you have any questions regarding this request.

Respectfully,



Matt Brudin, P.E.
Principal

Attachment:

MB/mb



Elsinore Valley Municipal Water District

Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES FOR THE PROFESSIONAL ENVIRONMENTAL AND PERMITTING SERVICES FOR THE RICE CANYON RESERVOIR ACCESS ROAD AND NEW CONDUIT PROJECT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure
Optimize and Diversify Water Sourcing

RECOMMENDATION

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

1. Approve a Professional Services Agreement with Albert A. Webb Associates in the amount of \$203,600.00;
2. Authorize \$1,018.00 for overhead and \$35,034.00 for staff time;
3. Authorize the total expenditure in the amount of \$239,652.00 to the Capital Improvement Program, with funding provided from a disaster relief funding grant from FEMA CalOES; and,
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Rice Canyon Reservoir (Reservoir) was constructed in 1992 and is located approximately a half mile back into the Canyon from the terminus of Dale Court across from the Rice Canyon Elementary School.

In 2018, the area surrounding the Rice Canyon Reservoir sustained fire damage from the Holy Fire. The Holy Fire burned more than 23,000 acres in Riverside and Orange Counties. The Holy Fire burned native vegetation which intensified flooding and debris flow during the winter storms of 2018/2019 (Winter Storms). The impacts from the Winter Storms resulted in the State of California declaring a state of emergency.

The intensified flooding within Rice Canyon (Canyon) damaged the Elsinore Valley Municipal Water District's (District) access road and electrical conduit serving the Reservoir. The Winter Storm damaged all three (3) concrete Arizona crossings located within the Canyon which made the access road to the reservoir inaccessible by vehicles. Interim repairs to the access road were completed in 2019, however, subsequent rain events have damaged the access road again. All costs associated with the interim repair activities were fully reimbursed by FEMA.

The District needs to complete additional repairs to the access road and repair the electrical connection to the Reservoir. The project generally consists of the following components:

1. Replace the existing electrical conduit from Dale Court to the Reservoir;
2. Rehabilitate the Reservoir, including but not limited to, interior anti-corrosion and structural repairs; and
3. Replace and expand three existing concrete Arizona crossings.

In order to complete the Project as described above, the District must comply with California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and environmental permitting requirements.

On July 22, 2020, under the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES), the District was awarded \$1,984,592 in a disaster relief funding grant to repair the Reservoir access road and electrical conduit related to the Winter Storm. The District is responsible for 25% matching funds. All aspects of this action being considered by the Board are covered under the FEMA grant.

On July 8, 2021, the District solicited proposals for Professional Environmental and Permitting services for the Rice Canyon Reservoir Access Road and New Conduit Project. In compliance with disaster relief funding requirements, all proposals were required to comply with Disadvantaged Business Enterprise (DBE) requirements. On August 24, 2021, six (6) proposals were received by the deadline. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and project understanding, staff concluded that Albert A. Webb Associates is most qualified. Staff further determined that Albert A. Webb Associates complied with the DBE requirements as required during the proposal process. The evaluation ratings are as follows:

Proposal Evaluation Criteria ¹	Cost Evaluation	Overall Quality of Proposal	Relevant Qualifications / Experience	Scope of Work and Schedule	Understanding of Project and Project Approach	Total Score
Weight	10%	10%	25%	25%	30%	100%
Webb Associates	93.33	93.33	241.67	225.00	290.00	943.33
Aspen Environmental Group	73.33	80.00	200.00	191.67	240.00	785.00
Chambers Group	63.33	86.67	208.33	216.67	260.00	835.00
Environmental Science Associates	70.00	83.33	200.00	200.00	250.00	803.33
Michael Baker International	70.00	90.00	208.33	225.00	260.00	853.33
MIG, Inc.	66.67	80.00	183.33	200.00	230.00	760.00

¹ The evaluation criteria are recommended and approved by BB&K

Staff presented this item at the November 1, 2021 Engineering and Operations Committee Meeting. After careful review, the Committee and staff recommend award of a Professional Services Agreement with Albert A. Webb Associates in the amount of \$203,600.00. This item, including overhead of \$1,018.00, as well as staff time (115 hours) & fringe benefits of \$35,034.00, totals \$239,652.00.

ENVIRONMENTAL WORK STATUS

This item will address all CEQA and NEPA environmental requirements.

FISCAL IMPACT

Within Budget – Yes.

Originated by: Jason Dafforn – Engineering
Reviewed by: Scott Thompson / Natalee Dee – Finance
Margie Armstrong – Strategic Programs

Attachments:

Signed Agreement – Albert A. Webb Associates
Location Map

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL AND PERMITTING
SERVICES FOR RICE CANYON RESERVOIR ACCESS ROAD AND NEW CONDUIT**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of _____ by and between the Elsinore Valley Municipal Water District, a California municipal water district with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 (“District”) and Albert A. Webb Associates, a Corporation, with its principal place of business at 3788 McCray Street, Riverside, CA 92506 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Environmental and Permitting Consulting services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for the Rice Canyon Reservoir Access Road and New Conduit project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Environmental and Permitting consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from November 23, 2021 to November 30, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “A” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the

Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Three Thousand Six Hundred Dollars (\$203,600.00) without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally,

Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Stephanie Standerfer, Autumn DeWoody, and Monica Tobias.

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 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 "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, Consultant agrees to fully comply with such Prevailing Wage

Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District's office and shall be made available for viewing to any interested party upon request. Consultant 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 Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

(c) Labor Certification. By its signature hereunder, Consultant 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.

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad,

Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

3.4.1 District's Representative. The District hereby designates Shawnele Morelos, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates Stephanie Standerfer, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to District), indemnify and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

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

3.6 Insurance.

3.6.1 Time for Compliance. Consultant 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, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant 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.

3.6.2 Minimum Requirements. Consultant 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 Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants 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). Consultant 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 Consultant, 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 Consultant'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 Consultant'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). Consultant 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 Consultant or for which the Consultant 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 Consultant'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 Consultant'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. Consultant 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 Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(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 Consultant 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 Consultant 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. Consultant 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 Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.3 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.

3.6.4 Verification of Coverage. Consultant 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 Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

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

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.7.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and

amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services

or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting.

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

3.10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Elsinore Valley Municipal Water District
31315 Chaney St
Lake Elsinore, CA 92531
Attn: Shawnele Morelos

CONSULTANT:

Albert A. Webb Associates
3788 McCray Street,
Riverside, CA 92506
Attn: Stephanie Standerfer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.10.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.10.4 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.10.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.10.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.10.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all

procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.10.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.10.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

3.10.20 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON THE FOLLOWING PAGE

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL AND PERMITTING
SERVICES FOR RICE CANYON RESERVOIR ACCESS ROAD AND NEW CONDUIT**

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Service Agreement on the Effective Date first herein above written and caused this Professional Service Agreement to become effective by their respective endorsements below:

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:

By: _____

Printed Name: _____

Title: _____

Dated: _____

ALBERT A. WEBB ASSOCIATES:

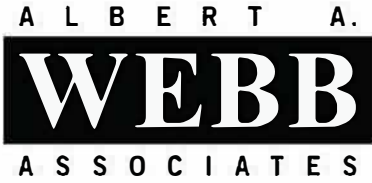
By: _____
DocuSigned by:
Stephanie Standerfer
EC1594DD0159462
(Authorized Representative of Vendor)

Printed Name: Stephanie Standerfer

Title: Senior Vice President

Dated: October 28, 2021

**EXHIBIT A
SCOPE OF SERVICES**



Professional Environmental and Permitting Services

Rice Canyon Reservoir Access

Road and New Conduit

Work Order Number: C2038



Prepared for



Prepared by

Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506

September 7, 2021

REVISED September 22, 2021

Section A. Cover Letter Exhibit "A"

September 7, 2021

REVISED - September, 22, 2021

Kelia Jones
Engineering Project Coordinator
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
T: 951.686.1070

Palm Desert Office
74967 Sheryl Avenue
Palm Desert, CA 92260
T: 951.686.1070

RE: Proposal for Professional Environmental and Permitting Services for the Rice Canyon Reservoir Access Road and New Conduit - W.O. No. C2038

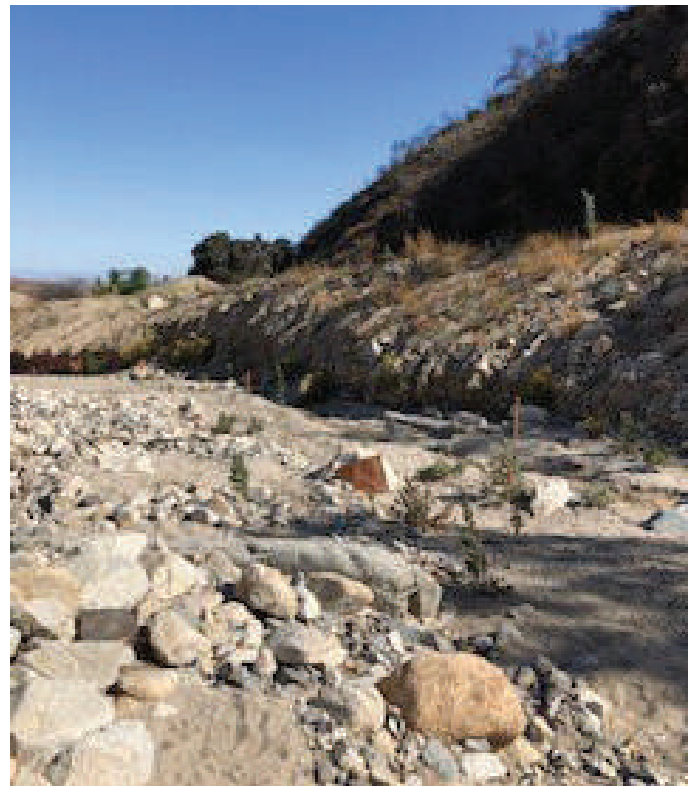
Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

Dear Ms. Jones:

Enclosed is Albert A. Webb Associates' (WEBB) proposal to provide environmental and permitting services for the Rice Canyon Reservoir Access Road and New Conduit Project for the Elsinore Valley Municipal Water District (District). The District needs a trusted and experienced technical team who has direct relevant experience working on the Rice Canyon Reservoir Road and Conduit project since 2019 to manage and lead this project. Pursuant to my conversation with the District on September 2, 2021, we have made minor modifications to our scope of work and associated budget. **These changes will be depicted in BOLD to differentiate between our original submittal. Additionally, on September 14, 2021 WEBB was asked to add additional scope to the MSHCP/RCA Optional Task which is included below and BOLDED.**

Our WEBB Team fully understands the importance of this project. We know the District's overall goal to repair the access road and conduit for the Rice Canyon Reservoir due to the irreparable damage during flood events following the Holy Fire in 2018. We know the subsequent storms after the fire caused severe erosion to the drainage and uncovered portions of the access road and crossings of the drainage.

We know the construction of the "emergency berm" compounded the issues of access for the District. In meeting numerous times with the Regional Conservation Authority and regulatory wildlife agencies, we know the permanent repairs to the road and conduit was going to require full CEQA review and obtaining the necessary regulatory permits. Since we have been at the District's side during the past couple of years trying to get the access issues settled out with the Regional Conservation Authority, we acquired a keen knowledge of the project site and area, and are the only team that can hit the ground running on what needs to be completed next.



View of the emergency berm

Below are some specific valuable characteristics that the WEBB Team delivers to this project:

Differentiators

Project Experience: WEBB has already been working on this project and knows the issues that need to be addressed in the forthcoming CEQA document to help expedite the future regulatory permits which will be needed as well.

Project Understanding: Our team, Autumn DeWoody of WEBB and Marshall Paymard of Osprey Environmental, have been to the site several times and know where to jump in when the CEQA process starts.

Commitment: WEBB is committed to helping the District successfully complete the necessary improvements to the access road and conduit for the Reservoir. We understand the importance of protecting and maintaining the District's crucial water infrastructure. We can keep our eye on the path ahead and stay focused and dedicated for the District throughout the CEQA and regulatory permit process.

WEBB's proposal delves into the success factors of the project providing the District a clear path to meeting project objectives, illustrates our approach, and lays out detailed scope of work to successfully complete the project. As a Vice President at WEBB, I offer my personal commitment to provide the Elsinore Valley Municipal Water District the best resources and services available. We appreciate this opportunity to be of continued service to the District and look forward to hearing from you. If you have the need to talk to me at any time, either before or after your selection decision, please call me at 951.686.1070, or you can email me at stephanie.standerfer@webbassociates.com.

This proposal will remain valid for a period of at least 180 days.

Sincerely,



Stephanie Standerfer, Vice President
Albert A. Webb Associates
951.686.1070 / FAX 951.788.1256
stephanie.standerfer@webbassociates.com
www.webbassociates.com

In selecting the WEBB Team you will have a trusted local partner with the technical experience working directly on this project for the District. This Team understands the District's goals and will develop the right approach to successfully complete the District's project.

**THANKS FOR
CONSIDERING
US TO BE YOUR
PARTNER.**

Section B. Understanding of Project and Project Approach ^{Exhibit A}

Understanding of Project

Since we have been working on this project with the Elsinore Valley Municipal Water District (District) since 2019, WEBB understands the District's need to perform repairs related to the access road and conduit for the Rice Canyon Reservoir. We know this is an important project to the District and ample time and money has been spent already trying to navigate the environmental hurdles in the "road" for this project.

From our ongoing work, we understand the project is comprised of Assessor Parcel Numbers 394-140-001, -003, -004, 394-150-001, -011, and that specifically, the project includes the following activities:

1. Replacing the existing electrical conduit within the existing access road from Dale Court to the Rice Canyon Reservoir potable water tank using open trench methods.
2. Performing interior anti-corrosion repairs to the reservoir.
3. Expanding three existing concrete Arizona crossings.

Not included in the above list of activities, but an important component of the project analysis, will be to evaluate the location of any new fill or borrow site that would be needed during construction. In order to fulfill the federal funding requirements, we need to ensure the biological and cultural resources analyses cover any borrow and staging area and that this area is also included in the CEQA document.

We understand the repairs are necessary because the electrical conduit to the reservoir suffered irreparable damage during flood events following the Holy Fire in 2018. This resulted in the reservoir losing its power source and remote connection to the District's monitoring system. Because power was lost, the reservoir's anti-corrosion system was turned off and corrosion began to occur inside the tank which can threaten its integrity. The post-Holy Fire flooding also undercut and damaged the three concrete Arizona crossings located within the stream which made the access road inaccessible by car. Interim repairs to the access road were done in 2019 and WEBB helped secure the CEQA coverage for these activities, including an assessment of damage to the conduit and tank. Currently the reservoir operates on a solar-power and battery system that is meant to be temporary. Part of the access road passes through an emergency berm created by the City of Lake Elsinore.

We understand the existing conduit is 3-inches in diameter and approximately 2,600-LF would be replaced. Up to two new conduits may be installed; one 3-inch and one 2-inch diameter within the same trench. The conduit would have five pull boxes along the alignment. The design currently proposes a 4-inch thick concrete encasement around the conduit(s). Depth of excavation would be a minimum 24-inches except deeper where the conduit crosses the stream. Stream crossings would be evaluated in the forthcoming CEQA analysis.

The project will include essential anti-corrosion repairs to the interior of the Rice Canyon Reservoir. To continue accessing the reservoir in perpetuity, we understand the District proposes to keep the three concrete crossings in-place and lengthen them further within the stream to avoid undercutting of the concrete by large rain events in the future. At this time, the proposed additional length of concrete may be up to approximately 70-LF per crossing.

Project Area Ownership Challenges

Getting resolution to the legal ownership challenge of the access road and reservoir site with the Regional Conservation Authority (RCA), the current land owner of the majority of the project site area, will be a key item to work towards in order to facilitate a smoother regulatory permitting process when that stage comes. If issues are still unresolved with the RCA at the time we start negotiations with the regulatory agencies (US Army Corps of Engineers, California Department of Fish and Wildlife and Regional Water Quality Control Board), the regulatory permitting process could get bogged down.

Our goal would be to have the mitigation/repairation **Exhibit A** RCA is going to require for the road easement worked out and resolved so that when mitigation is proposed for the regulatory permits, the RCA can inform the regulatory agencies that the MSHCP has been “made whole” by the District. Additionally, it would be ideal to have the access issues resolved with the RCA so the CEQA document can disclose this fact as well.

While the status of the recording of the access easement the District is working towards with the RCA will not affect the District’s ability to prepare and process the CEQA document, we will need to coordinate once again with the RCA to obtain access for the field surveys needed for the technical studies and have included time to allow for this coordination with the RCA.

Federal Funding Approach

Since the District is utilizing Federal Emergency Management Agency (FEMA) funding to pay for all or some of this project, and in order to fulfill FEMA’s responsibilities, NEPA documentation will need to be conducted. One key component will be to ensure the cultural resources report is prepared to be compliant with Section 106 of the National Historic Preservation Act. As noted above, it will be important for not only the project construction limits to be covered in the NEPA document, but any borrow area as well needs to be included in this analysis. In reading through the CalOES July 2020 Notification and Obligation of Payment to the District, it appears the NEPA requirements have already been determined to be a Statutory Exception pursuant to Section 316 of the Stafford Act. This section states, in part “...the effect of restoring a facility substantially to its condition prior to the disaster or emergency, shall not be deemed a major Federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act of 1969 (83 Stat. 852) [42 U.S.C. §4321 et seq.].” Our approach to the NEPA compliance will be to ensure technical reports we propose below for the CEQA document are NEPA compliant, and include coordination time to assist or coordinate on the Statutory Exception. At this time, based on the materials provided, it does not appear a separate NEPA document is necessary. If new information becomes available later as the District refines its project and communicates with CalOES that changes this understanding, appropriate revisions to our scope can be made to accommodate the NEPA documentation necessary.

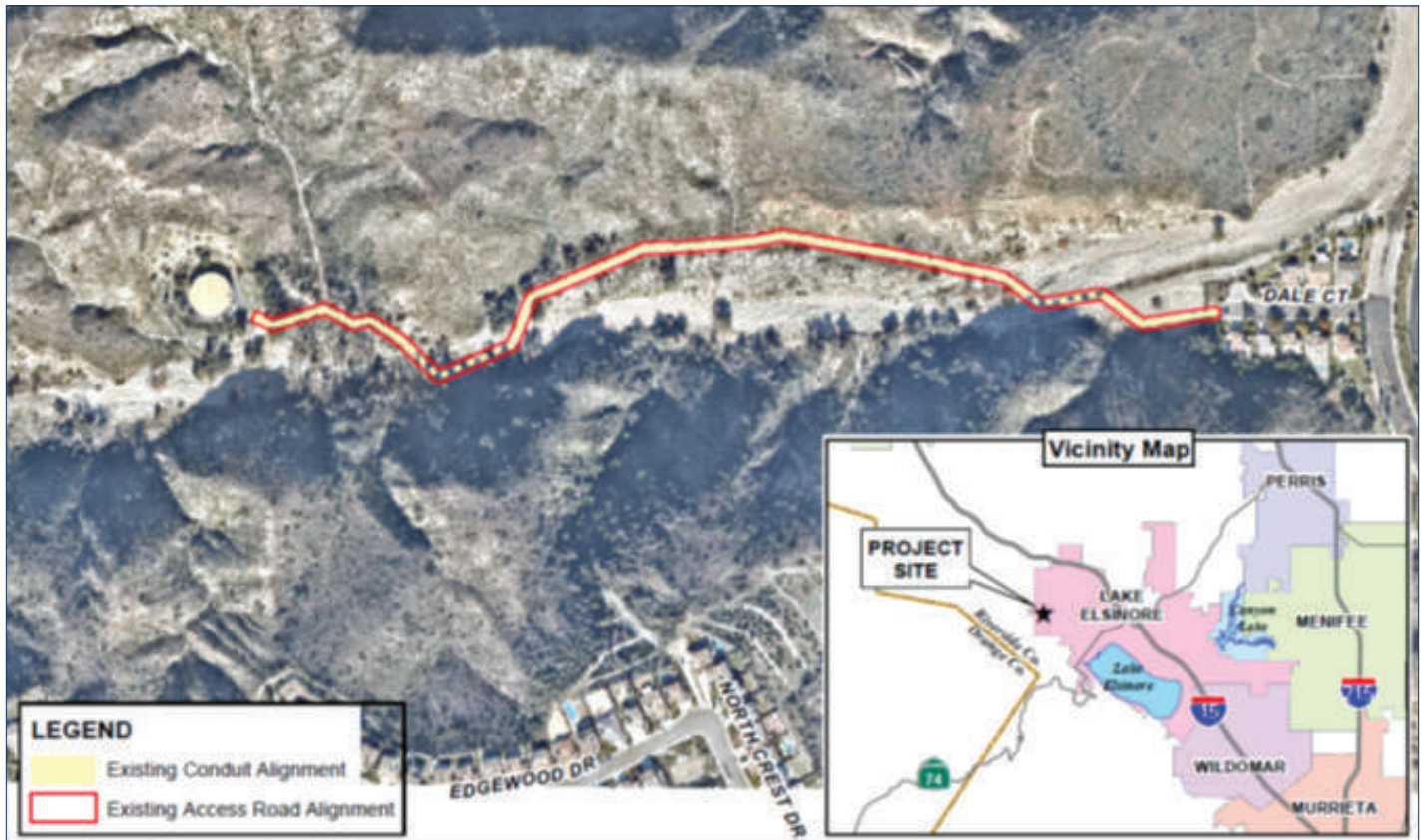


Figure 1 - Proposed Project Area

Project Approach/Scope of Work

Exhibit "A"

Task 1: Preparation of Draft Initial Study/Mitigated Negative Declaration

Using the District's preferred Initial Study/Mitigated Negative Declaration (IS/MND) format, WEBB will prepare an IS/MND with explanatory text for all topical issue areas, in compliance with the requirements of CEQA, the Updated 2020 CEQA Guidelines, and the District's procedures for implementing CEQA.

The technical studies outlined in Task 4 below will be used to evaluate potential impacts associated with the project. Data gathered independently for the remaining environmental topics will be used for the IS/MND analysis. We have included two rounds of revisions to the IS/MND as a result of one consolidated Word document with comments in tracked changes or embedded comment bubbles from the District Staff and legal counsel. This task includes preparing the document for public review by doing final formatting and compiling the relevant technical appendices for the District.

This task will also include support to the District with the tribal consultations required by Assembly Bill 52 (AB 52) such as drafting of letters requesting consultation. The District will need to conduct the tribal meetings and report results back to WEBB. **WEBB's subconsultant, South Environmental, will attend up to 2 meetings with the District with the Tribes who request consultation.**

Task 2: Agency Processing and Public Circulation

WEBB will complete the circulation and posting of the Notice of Intent (NOI) as well as the Notice of Completion (NOC) to be filed electronically to the State Clearinghouse. WEBB will provide the newspaper posting of the NOI in the Press Enterprise as well.

The District will provide the template for the distribution list to be used for the public review of the IS/MND and WEBB will conduct all the required production, circulation, and noticing to any agencies/entities affected by or having jurisdiction over the project. WEBB will collect the verification of delivery of the NOI for the District's administrative file. No hard copies of the IS/MND are planned to be circulated with the notices to the distribution recipients, however, WEBB will provide one hard copy of the IS/MND including appendices to the District. The District will post the full IS/MND on its website and provide one counter copy for public to review in person.

Task 3: Incorporation of Internal/External Comments and Final IS/MND

This task will include time for WEBB to review all the public comments received on the IS/MND during the 30-day public review period. WEBB will prepare draft responses for the District to consider in its Final MND. This task includes preparation of responses from no more than 10 commenting agencies/individuals and no more than 20 individual comments within these letters that require answers other than "comment noted."

A mitigation monitoring and reporting program (MMRP) will be required per Section 15097 of the CEQA Guidelines. The MMRP will consist of a matrix that identifies, for each impact category, the mitigation measures, timing for implementation, the party responsible for implementation, and the method of reporting or monitoring to be used. WEBB will prepare a Screencheck MMRP for the District to review and incorporate one round of minor revisions. WEBB will finalize the responses to comments received during the 30-day public review period and prepare the Final IS/MND incorporating response to comments, final MMRP, and technical appendices. The MMRP prepared under this task will also be used for the construction monitoring work identified below in Task 6. All documents will be provided electronically to the District for its use and reproduction for any public hearings.

WEBB will prepare the Notice of Determination (NOD) as required by Section 15094 of the CEQA Guidelines for the District's signature and file on behalf of the District, the NOD with Riverside County Clerk's office, and the State Clearinghouse. The CEQA filing fees have been included in our budget as WEBB has the ability to electronically pay and submit NOD and associated fees to the County.

Task 4 – Technical Studies**Exhibit "A"**

The following Technical Studies are included in our scope of work. Given that FEMA is involved, our technical analysis will include, where applicable, the standard federal requirements so they meet the FEMA requirements.

We understand the Technical Studies will cover the area of the tank parcel and access road up to its connection with Dale Court plus staging and borrow sites. One round of revisions is included in each technical study.

Task 4A – Air Quality/Greenhouse Gas/Energy

WEBB's in-house experts will prepare an Air Quality/Greenhouse Gas (AQ/GHG) Analysis in accordance with the South Coast Air Quality Management District (SCAQMD) requirements. The FEMA funding requirements also require compliance with the Clean Air Act.

Assumptions relevant to the analysis will be provided to the District for review and approval prior to modeling. The analysis will: (i) Calculate emissions from construction activities using the SCAQMD's recommended CalEEMod (Version 2016.3.2) program; (ii) Prepare a regional significance threshold analysis as well as a localized significance threshold analysis using the LST Look-Up Tables, per SCAQMD requirements; (iii) Compare project emissions to SCAQMD draft GHG thresholds; and (iv) Analyze model results and incorporate mitigation measures, as appropriate, into the computer model. Modeling output will be provided in PDF format for use in the CEQA document. Energy conservation will also be addressed qualitatively in the CEQA document. No technical memorandum will be prepared, rather the technical output from the model will be included in the Appendix and the written analysis will be included in the body of the IS/MND.

Task 4B – Jurisdictional Delineation Update

WEBB and Osprey Environmental Associates, Inc. (Osprey) conducted a jurisdictional delineation (JD) and prepared a JD Memo Report dated September 2019. Because roughly two years have passed and regulations at the federal and state level have changed, and site conditions may have changed due to the 2019-2020 and 2020/2021 rainy seasons, an update will be prepared in the form of a full JD Report.

This task will consist of review of the relevant scientific literature, databases, and previous project data with intent of identifying potential jurisdictional wetlands and non-wetland waters known to occur within the project



View of adjacent vegetation along roadway that will need updated bio surveys and potential mitigation if impacted.



Existing Arizona crossing that is damaged and will be replaced will have streambed impacts that will require mitigation

boundary and adjacent areas. Following the literature review, the project site will be visited and potential wetlands and non-wetland waters of the U.S will be evaluated using the methodology set forth in the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) and the 2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States.

Following the site-visit, Osprey will prepare a JD report. The JD Report will identify all potential jurisdictional waters present within the project area, including all permits required for compliance with the applicable Federal and State water laws. This scope includes one site visit and one round of comments by the District.

Task 4C – Biological Resources Studies

WEBB will team with Osprey to prepare a Biological Resources Survey and MSHCP Compliance Report, which will include focused surveys for species that have the potential for occurrence along the project alignment based on our previous knowledge and field work along the project alignment. Because federal funding is being used for this project, it is expected that compliance with the Federal Endangered Species Act (FESA) will need to be demonstrated, and one mechanism for FESA compliance is to utilize the federal Take afforded by the Multiple Species Habitat Conservation Plan (MSHCP).

Although the District is not a Permittee to the MSHCP, if any federally listed species are found within the project footprint, the District could utilize the Participating Special Entity (PSE) process through the Regional Conservation Authority (RCA) in order to receive Take for any listed species that the project may encounter. Our scope includes the information that would be needed for a PSE application. We have included an optional task to provide the support related to processing a PSE with the RCA should it be warranted. It is important to keep in mind that if Army Corps Permits are needed for the project, then the District will need to show proof of compliance with the FESA; obtaining stand alone Section 7 permits could be an option, but we would recommend utilizing the PSE process instead to reach the same results.

Biological Resource Survey

This task will comprise of extensive literature review of the project area to determine the sensitive biological resources present, or that have the potential to occur within the project area. The literature review will examine all relevant databases including, the California Natural Diversity Database (CNDDDB), the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), the USFWS Information for Planning and Consulting (IPAC) database, and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants. Following the literature review, a biological field survey(s) will be conducted with special emphasis placed on identifying sensitive biota and habitats, and vegetation communities present in the project area.

A biological resources survey report will be prepared to disclose the biological resources that may be directly or indirectly impacted by implementation of the proposed project. Specifically, the biological resources report will discuss, 1) the existing biological resources present or that have the potential to occur in the project area, 2) analyze the potential impacts from implementation of the project, and 3) recommend mitigation measures to avoid or reduce potential impacts of the proposed project. The report will include detailed figures of the project footprint and proposed impacts.

The following focused species surveys are included in our scope since we know the project site does have suitable habitat for these species:

- **Quino Checkerspot Butterfly Survey(s) and Report**

This task will be completed in accordance with the current USFWS Quino Checkerspot Butterfly Survey Guidelines, dated December 15, 2014. Surveys will be conducted for five continuous weeks, however if no Quino are detected during the first five weeks of the survey, surveys will continue until the second Saturday of May. Surveys will be conducted weekly and spaced no closer than four days apart. Weather conditions will be optimal for species

detection and will be within the limits as outlined in the USFWS survey protocol. Survey routes will be roughly parallel to each other and spaced approximately 30-FT (10 meters) apart and will cover within 15-FT of the project site boundary. Within 45 days of the final survey, a written report will be submitted to the USFWS summarizing the survey conditions and results.

- **Burrowing Owl Habitat Assessment and Survey(s)**

A burrowing owl habitat assessment and survey(s) will be conducted in accordance with the CDFW Burrowing Owl Staff Report (2016). The habitat assessment will consist of surveying and identifying suitable burrowing owl habitat and vegetation types within the project footprint and all areas within 150 Meters of the proposed project. Prior to the survey, all available resources and databases (e.g., CNDDDB and BIOS) will be analyzed to assess for prior recorded occurrences of burrowing owl in the project vicinity. If suitable habitat is present, four site surveys will be conducted with at least one survey occurring between February 15 and April 15; and a minimum of three survey visits, at least three weeks apart, between 15 April and 15 July, with at least one visit after 15 June. Following the burrow surveys, a burrow survey report will be prepared in accordance with the DFG (2016) guidelines.

In accordance with the MSHCP, all projects containing burrows or suitable habitat, whether burrowing owls are found or not during surveys, require a pre-construction survey that shall be conducted within 30 days prior to ground disturbance. All habitats within the project site will be surveyed to determine the current status of the burrowing owl on-site. Specifically, all suitable burrows, roosts and foraging areas will be assessed to determine if the species is currently present or absent from the project site within 30 days of project initiation. In addition, a letter report describing the methodology and results of the pre-construction survey will be prepared according to specific guidelines issued by the County of Riverside Environmental Planning Department. Based on the County of Riverside's burrowing owl survey guidelines, no more than 100 acres shall be surveyed per day. Therefore, a single survey would be required to credibly cover the property.

- **Coastal California Gnatcatcher Survey and Report**

Osprey will conduct a presence/absence coastal California gnatcatcher (*Polioptila californica californica*) survey in accordance with the 1997 USFWS CAGN Survey Protocol. The permitted biologist will notify the appropriate Fish and Wildlife Office in writing, at least 10 working days prior to the anticipated start date of survey work and will receive approval prior to beginning work. From February 15 and August 30, a minimum of three surveys shall be conducted at least one week apart, to determine presence/absence of coastal California gnatcatchers. Whenever possible, additional surveys should be conducted. Surveys shall be conducted between 6:00 A.M. and 12:00 P.M. Surveys shall avoid periods of excessive or abnormal heat, wind, rain, fog, or other inclement weather. Taped coastal California gnatcatcher vocalizations shall be used only until individuals have been initially located. Tapes shall not be used frequently or to elicit further behaviors from the birds. Surveys shall be conducted by slowly walking survey routes. Sites with deep canyons, ridge lines, steep terrain, and thick shrub cover should be surveyed more slowly. Prevailing site conditions and professional judgment will be applied to determine appropriate survey rates and acreage covered per day.

Following the survey(s), the permitted biologist will provide the applicable survey information in a report to the appropriate Service Fish and Wildlife Office, and the California Department of Fish and Wildlife within 45 days.

- **Narrow Endemic Plant Survey and Report**

Osprey will conduct a floristic-level rare plant habitat assessment and survey in compliance with the MSHCP in the case that the PSE process will be required. The purpose of the survey is to identify the presence of rare (special-status) plant species that may occur in the project area, and if found, map their distribution. The survey will be conducted in the field at the time of year when species are both evident and identifiable. The surveys will

be conducted in accordance with the survey protocols set forth by Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (2009), CNPS Botanical Survey Guidelines (2001), and the Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants (2000).

UAV Remote Sensing Services

In order to provide our team with current information, and to not burden District Staff, Osprey will utilize remote sensing to support their analysis. Osprey will conduct pre-flight mission planning, a UAV flight mission, and post-flight data processing for 2D and 3D modeling of the Project site. During mission planning, all local airspace restrictions, potential flight hazards, and aerial transect distances will be identified. Ground control points will be placed at selected locations throughout the Project site and will be recorded using a RTK enabled GNSS system to ensure vertical and horizontal precision data acquisition. Post the UAV flight mission, all data collected will be processed manually through professional photogrammetric software. Video and photographic imagery taken of the proposed Project site will be uploaded to a Google Drive and will be provided to WEBB and the District for access.

Task 4D– Cultural and Paleontological Records Searches

WEBB will team with South Environmental to conduct the cultural resources assessment. WEBB has a solid working relationship with South Environmental's Cultural Resource Director who is a trusted professional. South Environmental is also a Women's Business Enterprise and Small Business Enterprise. The cultural resources report will be completed by a Registered Professional Archaeologist (RPA) in accordance with the requirements of the District, the California Environmental Quality Act (CEQA), and Section 106 of the National Historic Preservation Act (NHPA) with respect to historical, archaeological, tribal cultural resources, and paleontological resources.

Records Search

South Environmental will request a California Historical Resources Information Systems (CHRIS) records search of the project site and a one-mile radius from the Eastern Information Center (EIC), which houses cultural resource records for Riverside County. The purpose of the records search is to identify any previously recorded cultural resources, review historical maps of the project area, review the Archaeological Determinations of Eligibility lists, and gather information on ethnographies. In addition, South Environmental will review the lists for the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), and the lists of California State Historical Landmarks, and California Points of Historical Interest. We assume the direct costs associated with the records search will not exceed \$800. We understand the EIC is still experiencing records search delays of up to two months.

Native American Coordination

Sacred Lands File Search: South Environmental will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project who should be contacted for additional information. South Environmental will prepare and email a letter to each of the NAHC-listed contacts, requesting they contact us if they know of any Native American cultural resources within or immediately adjacent to the project area. This Native American coordination process is for project informational purposes only and does not constitute compliance with AB 52.

AB 52 Assistance: South Environmental has included time to assist the District with its AB 52 obligations, if requested, including drafting of consultation letters, and follow-up emails and phone calls.

No meetings with tribes/groups are included in this scope of work.

Cultural Resources Survey

Exhibit "A"

Upon receipt of the records search results, South Environmental will conduct an intensive-level pedestrian survey of the project site for archaeological resources. We assume the survey area will include the proposed access road alignment and a reasonable survey buffer in consideration of the canyon. The survey will require two archaeologists working no more than one field day. We assume the survey will be negative for archaeological resources (i.e., no newly discovered archaeological resources will be encountered, and no previously recorded resources will require updates). No artifacts, samples, or specimens will be collected during the survey. Should any resources be identified as a result of the records search or survey requiring recordation or collecting, we will work with you to augment this scope of work and associated costs. We further assume a Native American monitor is not required during the survey.

Paleontology Records Search

South Environmental will contact the Western Science Center in Hemet to conduct a paleontology records search of the proposed project area. The results will contain a map and letter indicating paleontological sensitivity and any known fossil localities within the proposed project area. No additional paleontological analysis will be conducted as part of this scope of work. We assume a direct cost of \$150 for the records search.

Cultural Resources Technical Report

South Environmental will prepare a cultural resources technical report that will summarize the results of the records search, Native American coordination, and survey and research methodologies. The report will discuss the proposed project description, regulatory framework, all sources consulted, research and field methodology, and recommendations for appropriate management. The report will also analyze the proposed project's potential to impact historical, archaeological, and tribal cultural resources under CEQA and Section 106 of the NHPA and will provide mitigation measures, if appropriate. We assume no more than one draft and one final version of the report will be required. We further assume no hard copies are required.

SHPO Coordination

If required as part of FEMA's federal Section 106 of the NHPA review process, South Environmental will assist with State Historic Preservation Officer (SHPO) coordination including phone calls and ghost-writing of submittal letters for concurrence. We assume no more than four hours of time for this coordination. If assistance with SHPO coordination is not needed, all hours and costs associated with this task can be removed.

Task 5 – Regulatory Permitting

WEBB coordinated with the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and Santa Ana Regional Water Quality Control Board (RWQCB) to obtain regulatory approvals for the emergency interim repairs to the access road that were done in Fall of 2019. USACE indicated the activity qualified as "maintenance" and a 404 Permit was not required. Emergency permit applications were sent to CDFW and RWQCB. The RWQCB indicated via email in June 2020 that future actions in the Rice Canyon stream would probably not qualify for emergency permits. **BECAUSE OF REGULATORY CHANGES AT THE FEDERAL LEVEL REGARDING THE DEFINITION OF 'WATERS OF THE U.S.', WE ARE INCLUDING SCOPE FOR TWO PERMITTING SCENARIOS: (1) A LAKE & STREAMBED ALTERATION AGREEMENT (1600 PERMIT) FROM CDFW, A WASTE DISCHARGE (WDR) PERMIT FROM RWQCB, AND NO PERMIT FROM USACE; OR (2) A LAKE & STREAMBED ALTERATION AGREEMENT (1600 PERMIT) WITH CDFW, A 404 PERMIT WITH THE USACE, WHICH TRIGGERS THE NEED FOR A 401 PERMIT WITH THE RWQCB (A 401 PERMIT WOULD BE INSTEAD OF A WDR PERMIT FROM THE RWQCB).** Therefore, we believe the activities proposed by the project within the stream area will require standard regulatory permits, as follows: 1) Lakebed Stream Alteration Agreement/1600 Permit from CDFW, and 2) Waste Discharge Requirement (WDR) Permit from RWQCB.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (1600 PERMIT)

USING THE DATA FROM THE BIOLOGICAL SURVEYS, JURISDICTIONAL DELINEATION REPORT, AND FEEDBACK FROM CDFW, WEBB WILL USE CDFW'S ONLINE PERMIT APPLICATION SYSTEM, "EPIMS" TO DRAFT AN

APPLICATION FOR DISTRICT REVIEW AND APPROVAL FOR BUDGETING PURPOSES, WE HAVE ESTIMATED AN APPLICATION FEE BASED ON THE FOLLOWING ASSUMPTIONS USING THE JANUARY 1, 2021 FEE SCHEDULE: (1) LONG-TERM AGREEMENT (> 5 YEARS); (2) PROJECT FEE OF \$100,000 - \$200,000; (3) 10% INCREASE FOR THE 2022 FEE SCHEDULE; (4) CDFW WILL CONSIDER THE ACTION TO BE ONE (1) PROJECT. THIS GIVES A PRELIMINARY FEE OF \$3,810. FEES CAN BE PAID ELECTRONICALLY.

U.S. ARMY CORPS OF ENGINEERS (404 PERMIT)

IF THE DEFINITION OF ‘WATERS OF THE U.S.’ REVERTS BACK TO PRE-TRUMP ADMINISTRATION DEFINITION, THEN WEBB WILL FIRST GET A DETERMINATION FROM THE USACE WHETHER THE ACTION MEETS THE CRITERIA FOR A “MAINTENANCE” PROJECT AND IS THEREFORE EXEMPT FROM SECTION 404 PERMITTING REQUIREMENTS OR A 404 PERMIT APPLICATION IS REQUIRED. IF A 404 PERMIT IS REQUIRED, WE BELIEVE NATIONWIDE PERMIT 3 (MAINTENANCE) OR NATIONWIDE PERMIT 57 (ELECTRIC UTILITY LINE & TELECOMMUNICATION ACTIVITIES) WILL APPLY TO THE PROJECT. THIS SCOPE INCLUDES PREPARING AND SUBMITTING AN APPLICATION TO THE USACE.

REGIONAL WATER QUALITY CONTROL BOARD – SANTA ANA REGION (WDR OR 401 PERMITS)

IF A WDR PERMIT IS DEEMED APPROPRIATE BECAUSE THE CURRENT DEFINITION OF ‘WATERS OF THE U.S.’ HAS NOT CHANGED, OR THE USACE FINDS THE PROJECT EXEMPT FROM SECTION 404, THEN WEBB WILL PREPARE A PERMIT APPLICATION PURSUANT TO “STATE WETLAND DEFINITION AND PROCEDURES FOR DISCHARGES OF DREDGED OR FILL MATERIAL TO WATERS OF THE STATE’. USING THE MOST RECENT (11/2020) FEE SCHEDULE FOR BUDGETING PURPOSES THE FOLLOWING ASSUMPTIONS WERE MADE TO CALCULATE THE APPLICATION FEE: (1) A FILL AND EXCAVATION IMPACT AREA OF 1.0 ACRE (PERMANENT AND TEMPORARY IMPACTS TOGETHER) OR “CATEGORY A” PROJECT; AND (2) 10% INCREASE FOR THE NEXT FEE SCHEDULE. THIS GIVES A PRELIMINARY FEE OF \$20,255. FEES CAN BE PAID ELECTRONICALLY. THIS SCOPE INCLUDES WEBB PREPARING THE FOLLOWING PIECES OF THE APPLICATION: (1) ALTERNATIVES ANALYSIS; (2) RESTORATION OF TEMPORARY IMPACTS PLAN; (3) DRAFT COMPENSATORY MITIGATION PLAN (PERMITTEE-RESPONSIBLE MITIGATION INSTEAD OF A MITIGATION BANK OR IN-LIEU FEE PROGRAM MITIGATION TRIGGERS A MUCH LARGER MITIGATION PLAN).

IF A 404 PERMIT FROM THE USACE IS NECESSARY BECAUSE EITHER THE CORPS DEEMS THE ACTION IS NOT “MAINTENANCE” AND EXEMPT, OR THE DEFINITION OF ‘WATERS OF THE U.S.’ HAS CHANGED BACK TO THE PRE-TRUMP ADMINISTRATION DEFINITION, THEN WEBB WILL FIRST REQUEST A ‘PRE-FILING MEETING’ WITH RWQCB STAFF. NO SOONER THAN 30 DAYS AFTER SENDING THE PRE-FILING MEETING REQUEST, WEBB WILL ELECTRONICALLY SUBMIT THE 401 APPLICATION FORM USING DATA FROM THE MEETING (IF THE RWQCB AGREES TO ONE), BIOLOGICAL SURVEYS, AND THE JURISDICTIONAL DELINEATION. THE SAME FEE ESTIMATE OF \$20,255 IS ALSO ASSUMED FOR THE 401 APPLICATION. THIS SCOPE INCLUDES WEBB PREPARING THE FOLLOWING PIECES OF THE APPLICATION: (1) ALTERNATIVES ANALYSIS; (2) RESTORATION OF TEMPORARY IMPACTS PLAN; (3) DRAFT COMPENSATORY MITIGATION PLAN (PERMITTEE-RESPONSIBLE MITIGATION INSTEAD OF A MITIGATION BANK OR IN-LIEU FEE PROGRAM MITIGATION TRIGGERS A MUCH LARGER MITIGATION PLAN).

~~Based on current federal regulations, the stream does not qualify as a Water of the U.S. and therefore, a 404 Permit and a 401 Permit will not be warranted. Should the law change again, and the definition of a Water of the U.S. revert back, WEBB will consult with the District whether a budget augment will be necessary in order to process a 404 Permit and 401 Permit. Please note permits can take up to one year to obtain depending on agency workload, the complexity of the project, and the sufficiency of materials submitted to them. WEBB will actively check-in with the agencies on a bi-weekly basis, on average, and update the District regularly. Note that an adopted CEQA document is required before the permits will be issued, and compliance with Section 7 of the FESA will also be required as outlined above in Task 4C.~~

This scope includes:

Exhibit "A"

- Effort to prepare the applications including a Draft Restoration Plan (for any temporary impacts) and Draft Compensatory Mitigation Plan (to offset any permanent impacts)
- Collecting the attachments to the applications, including the JD Report, biological reports and surveys, cultural resource reports, and adopted CEQA document
- Ten hours to prepare the required exhibits
- One round of revisions with the District
- Effort to assist the District in selecting compensatory mitigation options
- Forty hours to process of the applications with the agencies

~~This scope does not include the application fees for CDFW and RWQCB, which WEBB will calculate and request separately from the District. Permit fees are provide as a line item in our budget table for District budgeting purposes. These are not exact fees which have to be calculated once site impacts have all been calculated.~~

If requested by the District, WEBB can submit a budget augment to provide support services after the permits have been obtained to do the pre- and post-construction agency notifications and/or coordination needed to obtain compensatory mitigation.

Task 6 – Mitigation

This task will include preconstruction and construction monitoring for biological and cultural resources. The RFP requested preparation of Mitigation Monitoring and Reporting Plans, however the MMRP is being prepared above under Task 3 as a part of the Final MND. The MMRP will be utilized by the construction team to ensure measures within it are being implemented. WEBB can help support the construction team with interpretation of the MMRP if needed. The preparation of a Habitat Restoration, Monitoring, Maintenance, and Report is also included below and based on numerous assumptions that the full biological analysis and outcome of the RCA negotiations may require revisions in the future to this part of the scope.

Biological Mitigation/Construction Monitoring

- Habitat Mitigation and Monitoring Plan (HMMP)

An HMMP will be prepared to provide general concepts and specific criteria to compensate for unavoidable impacts to sensitive biological and jurisdictional resources that will occur as a result of the project, and will provide detailed direction regarding implementation and maintenance of compensatory mitigation as agreed upon by Western Riverside County Regional Conservation Authority (RCA) under the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), RWQCB, CDFW, and the United States Fish and Wildlife Service (USFWS).

- Nesting Bird Pre-construction Survey

If construction activities are scheduled to occur during the avian breeding season (January 1 through July 31 for raptors and February 1 through August 31 for songbirds), a pre-construction nesting bird survey shall be conducted by a qualified biologist. The nesting bird survey shall cover the Project area and adjacent areas where project activities have the potential to cause nest failure and/or impacts.



Previous Preconstruction surveys of plants conducted in 2019 by Osprey/WEBB Team.

- Construction Monitoring

Exhibit "A"

Osprey will provide construction monitoring on an as-needed basis. Construction monitoring duties may include tasks such as, delineating and ensuring sensitive resource protection during active construction, conducting biological sweeps prior to daily ground disturbing activities, and ensuring general project compliance with the approved mitigation measures as identified in the approved MMRP. Daily notes on construction progress will be taken and provided per the client's request.

Cultural Construction Monitoring

If required as part of project mitigation to reduce impacts to archaeological/historical resources, a qualified archaeologist and a Native American monitor will participate in a pre-construction kick-off meeting with construction foreman, supervisor, and other parties to clarify the roles and responsibilities of the archaeologist and Native American monitor regarding the location and duration of monitoring efforts, and to inform construction personnel on the required treatment measures of any unanticipated discoveries. This will be followed by a pre-construction survey. We assume no more than one day in the field for the kick-off and pre-construction survey.

If monitoring is required during construction activities, an archaeologist and a Native American monitor will observe all initial ground clearing, grubbing and disturbance until the archaeologist deems that no further risk to potential buried archaeological deposits exists. South Environmental can provide monitoring services. The need for monitoring and the extent and duration of any required monitoring will not be known until completion of the cultural resources technical report.

Task 7 – Quality Assurance/Quality Control, Project Management and Project Administration

From RFP: General: The Consultant shall administer a program of Quality Assurance/Quality Control (QA/QC) procedures for producing quality work and shall effectively manage and control the work. Specific procedures shall include, but shall not be limited to, planning, coordination, cost control, checking, reviewing and scheduling the work.

WEBB Scope: WEBB's internal QA/QC procedures for CEQA documents include principal-level review of documents before being delivered to our clients. This process will be adhered to for this project and is embedded within our scope and budgets for our tasks.

From RFP: Risk: Information provided by the District and Others: The District recognizes that there is a risk inherent with Consultant's use of provided documents and that it is impractical to determine the validity of all such information. The Consultant shall therefore review information provided to them and give the District an opinion of the risk associated with reliance on such information. The District will determine whether to accept the risk or require additional verification of the information.

WEBB Scope: Given that this is an environmental compliance project and not an engineering scope, the data or information provided by the District to WEBB will be reviewed for adequacy related to our environmental scope of work. WEBB will not be reviewing the engineering details or design of the project in order to tell the District if there is anything in those plans that adds risk to project.

From RFP: Checking Documents: Consultant shall check a copy of the documents to ensure it is complete and correctly compiled.

WEBB Scope: WEBB's internal procedures are to check our deliverables to ensure that all the pieces of the submittal are included.

From RFP: QA/QC: The Consultant shall subject ~~Exhibit A~~ documents prepared by the Consultant to the Consultant's in-house QA/QC procedures prior to submittal to the District for review. Each submittal shall be accompanied by a written statement from the Principal-in-Charge of the project that the documents being submitted have been checked for completeness, accuracy and consistency.

WEBB Scope: As outlined above for environmental documents, WEBB has principal level review on our deliverables and will maintain that system. We can provide a written statement stating that our deliverables are complete and accurate and consistent.

From RFP: Response to Comments: Consultant shall respond in writing to the District comments made during the review process. Consultant shall complete the District comment sheets with the responses.

WEBB Scope: As outlined above, our scope includes responding to Track Changes comments provided by the District in WORD. Response to comments from the District on Screencheck documents will be reflected as either comments back into the document, or revised text will be provided. We believe this is the most cost effective and expeditious way to respond to comments on CEQA documents.

From RFP: Monthly Progress Reports, Schedules, and Billing Report: The Consultant shall submit monthly progress reports for review by the tenth day of the following month. Reports must include, as a minimum: (1) current activities, (2) future activities, (3) potential items that are not included in the Scope of Work, (4) concerns, problems and possible delays, (5) percentage of completion, and (6) budget status.

WEBB Scope: WEBB will provide written status reports via email and on invoices including the above items. Our billing will be on a percent complete basis outlining our status and budget remaining.

From RFP: Billing: The Consultant shall bill each month for work performed on the project during the previous month. All invoices shall be broken down by task and fee component (labor, overhead, profit, etc.), in a format similar to that submitted in the proposal. The exact invoice format shall be established at the kick-off meeting. The invoices shall reflect monthly progress by task. The monthly progress reports must be submitted timely and completely for dependable approval and payment.

WEBB Scope: Invoicing on this project will be Lump Sum by percent complete by Task.

Optional Task: MSHCP Participating Special Entity Processing

As discussed above under Task 4C, the results of the biological studies for the project impact area may reveal impacts to listed species. If this is the case, we highly recommend the District take advantage of the PSE process through the RCA. This Optional Task would include preparation of an MSHCP Compliance Memo to support the PSE requirements. The use of the focused species surveys provided above will support this Memo. This Task would also include preparation of the PSE Application on behalf of the District and meetings and coordination time for up to 40 hours. Should this process be necessary, WEBB will work with the District to assess budget conditions to determine how best to authorize this additional work.

Additionally, as directed by the District, WEBB will add additional support services related to supporting the land/ownership negotiations between the District and the RCA. Based on WEBB's involvement to date on this issue and based on conversations with the RCA, it is apparent that in order to support the documentation needed to remove the RCA's ownership from the Districts access road and pipeline easement which was erroneously put into ownership by the RCA, WEBB will provide the following services:

- **Conduct a site visit on APN 363-190-013 to map existing vegetation, sensitive habitats/resources**
- **Compare the resources on APN 363-190-13 to those already compiled for the Rice Canyon access road project limits**

- **Provide an equivalency analysis generally addressing the following aspects of the MSHCP:**
 - » **Effects on Habitats**
 - » **Effects on Covered species**
 - » **Effects on Core Areas**
 - » **Effects on Linkages/Constrained Linkages**
 - » **Effects on Non-Contiguous Habitat Blocks**
 - » **Effects on MSHCP Conservation Area configuration and management**
 - » **Effects on ecotones**
 - » **Equivalent or greater acreage contributed to the MSHCP Conservation Area**
- **Attend up to 2 (three) meetings with the District and RCA specifically about this issue (includes time for Osprey as well)**

Assumptions Used in the Preparation of the Scope of Services

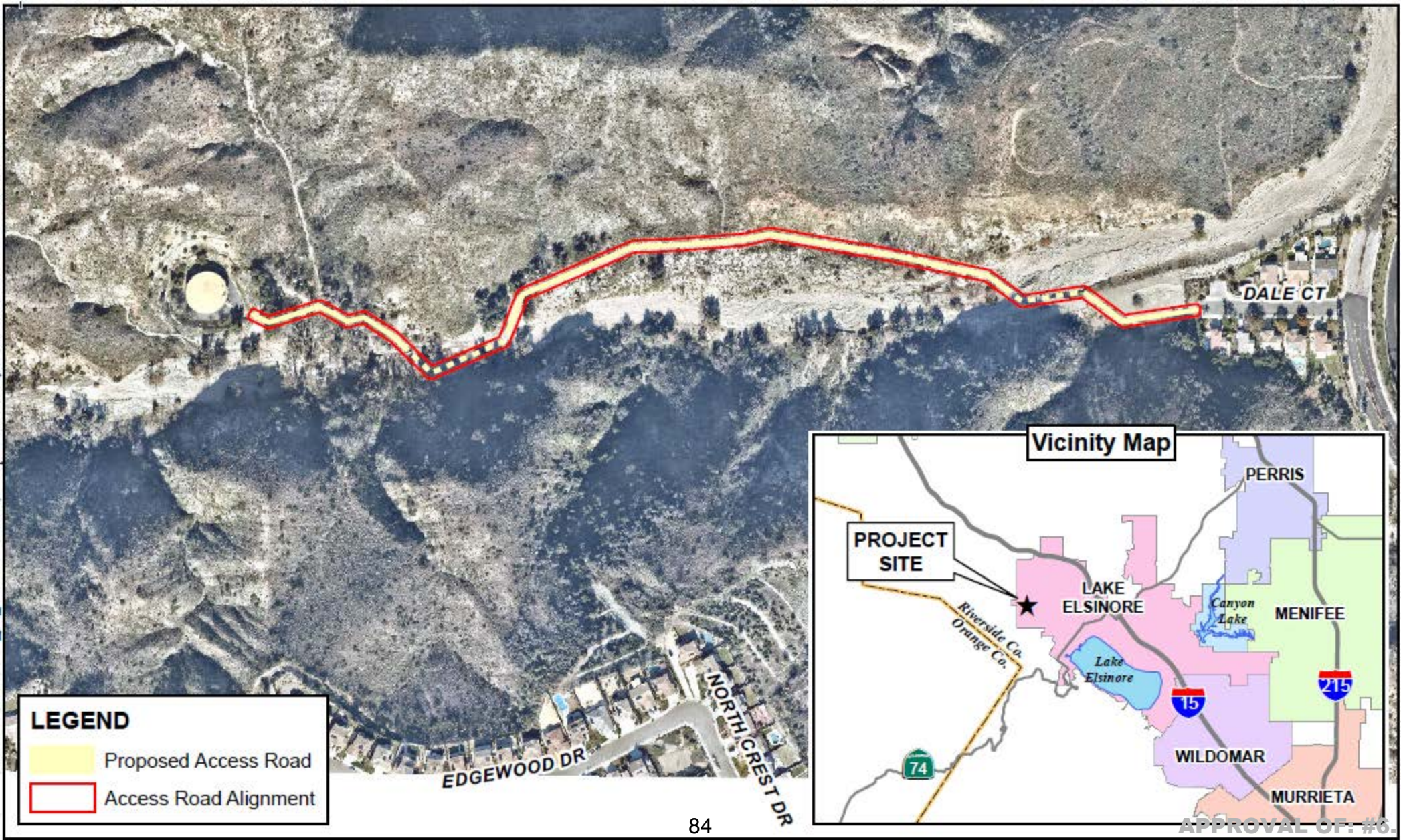
- Construction drawings are not included in our scope of work. It is assumed that any preliminary engineering drawings will be provided by the District,
- A “round” of comments refers to a group of comments from District Staff, including the District’s Attorney in one consolidated track change MS Word document. All comments will be identified by comment bubble or track change edits. If additional rounds of comments are received (i.e., received at different times, additional comments not included in the initial round, or changes from the initial round of comments), additional budget may be required.
- Documents submitted for review to Project Team will be prepared in Adobe PDF (including figures) and/or MS Word. Only one hard copy of the Draft Initial Study (including Appendices) is included in our scope and budget. Should additional hard copies be required, this scope will be billed as a reimbursable on a Time and Materials basis.
- This proposal does not include costs for any type of Burrowing Owl habitat loss mitigation development or relocation program, should one be required.
- This proposal and cost does not include ~~any regulatory permitting fees,~~ or Stephens’ kangaroo HCP fees.
- Drainage Study and/or Water Quality Management Plan will be prepared by others and provided to WEBB, or WEBB will prepare a separate scope and cost to prepare a Preliminary Water Quality Management Plan and/or Drainage Study.
- The preparation of Findings, Resolutions, or staff report is not included; it is anticipated District staff will prepare these items.
- If federally listed species are occupying the project site, it is assumed the District will seek out Take authorization under the MSHCP’s PSE process. Optional costs for supporting this effort are included. Should the District desire to not utilize the MSHCP, additional scope and budget will be required.
- All documents will be delivered in electronic format unless otherwise specified above. Costs for reimbursable for reproduction, publishing, and mailing are estimated at \$1,500.
- Any other work tasks not specifically indicated in the Scope of Services.

Exhibit "A"

Section G. Cost Proposal

		Standerfer, Stephanie N.	Laws, Eliza	DeWoody, Autumn	Pratini, Nanette	Tobias, Monica	Avila, Noemi					
		Principal II - \$273	Senior I - \$203	Associate I - \$166	Associate I - \$166	Associate II - \$176	Assistant I - \$90					
	Classification							Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task
	Billout Rate	\$273	\$203	\$166	\$166	\$176	\$90					
	CEQA	24	12	12		134	24	206	\$ 36,724	\$ -	\$ 3,496	\$ 40,300
task 1	Preparation of draft IS/MND (2 SCs)	12	6	6		100		124	\$ 23,090	\$ -		\$ 23,100
task 2	Agency processing/public circulation	4	2			10	8	24	\$ 3,978	\$ -		\$ 4,000
task 3	Comments/Final IS/MND	8	4	6		24	16	58	\$ 9,656	\$ -	\$ 3,496	\$ 13,200
									\$ -	\$ -		\$ -
									\$ -	\$ -		\$ -
	Technical Studies	3	12			14		29	\$ 5,719	\$ 46,029	\$ 260	\$ 52,000
Task 4a	AQ/GHG/Energy		12			10		22	\$ 4,196	\$ -		\$ 4,200
Task 4b	JD Report Update - Osprey								\$ -	\$ 4,830	\$ 260	\$ 5,100
Task 4c	Biological Studies - includes Focused Surveys - Osprey	1				2		3	\$ 625	\$ 30,590		\$ 31,200
Task 4d	Cultural Resources Surveys - includes AB52 support and 2 mtgs	2				2		4	\$ 898	\$ 10,609		\$ 11,500
									\$ -	\$ -		\$ -
		54		92	10	34	2	192	\$ 37,838	\$ 6,808	\$ 24,065	\$ 68,800
Task 5	Regulatory Permitting (404, 401 and 1600)	6		80	10	2	2	100	\$ 17,110	\$ -		\$ 17,100
Task 5.1	Permit Application Fees Allowance								\$ -	\$ -	\$ 24,065	\$ 24,100
Task 6	Mitigaiton - Bio + Cultural	8		12				20	\$ 4,176	\$ 6,808		\$ 11,000
									\$ -	\$ -		\$ -
Task 7	QA/QC Project Management	40				32		72	\$ 16,552	\$ -		\$ 16,600
									\$ -	\$ -		\$ -
		102		44				146	\$ 35,150	\$ 7,245	\$ -	\$ 42,500
Optional	Optional Task - PSE Process								\$ -	\$ -		\$ -
	PSE Documentation - Includes Osprey but not included in their	20		16				36	\$ 8,116	\$ 3,450		\$ 11,600
	PSE Meetings/Coordination	32		8				40	\$ 10,064	\$ -		\$ 10,100
	Land Swap - Equivalency Analysis - WEBB & Osprey	50		20				70	\$ 16,970	\$ 3,795		\$ 20,800
									\$ -	\$ -		\$ -
Total		183	24	148	10	182	26	573	\$ 115,431	\$ 60,082	\$ 27,821	\$ 203,600

29



LEGEND

- Proposed Access Road
- Access Road Alignment

Vicinity Map

PERRIS

PROJECT SITE

LAKE ELSINORE

Canyon Lake

Lake Elsinore

74

15

715

WILDOMAR

MENIFEE

MURRIETA

Riverside Co.
Orange Co.



Elsinore Valley Municipal Water District

Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: INVESTMENT REPORT, RECEIVE AND FILE

STRATEGIC GOAL

Maintain Financial Strength and Resiliency

RECOMMENDATION

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

Receive and file the report.

BACKGROUND

Not applicable.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Not applicable.

Originated by: Art Landeros – Finance

Reviewed by: Scott Thompson – Finance

Attachments:

Investment Report

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

INVESTMENT REPORT - Total District Investments

September 30, 2021

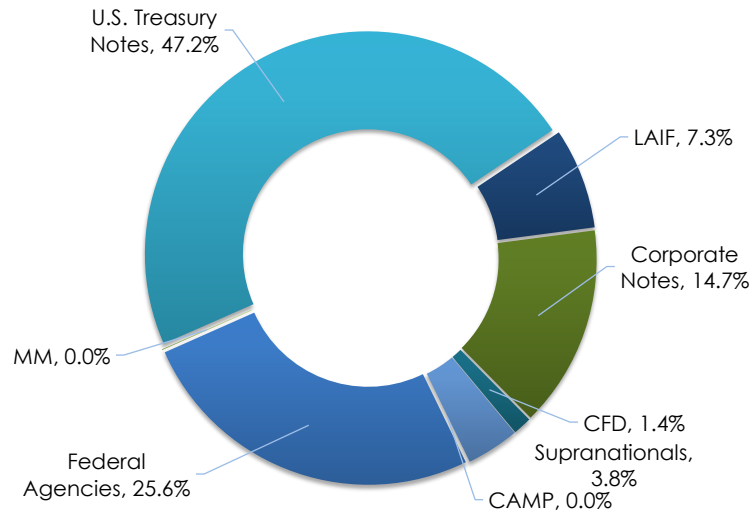
PORTFOLIO COMPLIANCE

Elsinore Valley Municipal Water District is in full compliance with the California Government Code Sections 53601 and 53635.
The holdings in the investment pool are in compliance with the current investment policy statement.

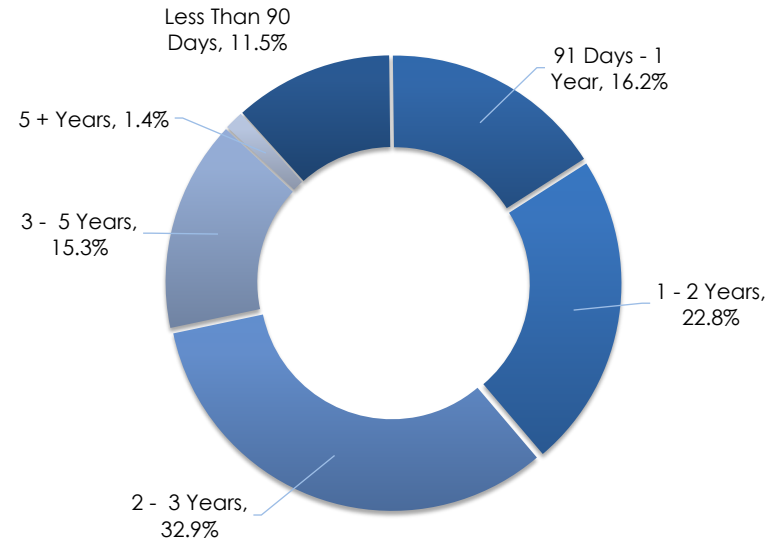
PORTFOLIO PERFORMANCE

	<u>APR</u>		<u>MAY</u>		<u>JUN</u>		<u>JUL</u>		<u>AUG</u>		<u>SEP</u>
Portfolio's Month-End Book Value	\$ 213,300,249	\$	236,434,268	\$	205,631,432	\$	203,972,704	\$	216,055,677	\$	212,521,755
Month-End Market Value of Portfolio	\$ 216,769,613	\$	239,894,332	\$	208,502,379	\$	206,964,723	\$	218,726,546	\$	214,528,386
Unrealized Gain (Loss)	\$ 3,469,364	\$	3,460,064	\$	2,870,947	\$	2,992,020	\$	2,670,869	\$	2,006,631
Percent of Unrealized Gain or Loss	1.63%		1.46%		1.40%		1.47%		1.24%		0.94%
Current Yield	1.64%		1.51%		1.56%		1.56%		1.46%		1.46%
Monthly Interest & Dividends	\$ 290,943	\$	112,110	\$	283,458	\$	251,774	\$	244,962	\$	334,432
Weighted Average Maturity (Days)	692		651		778		756		700		709

PORTFOLIO STRUCTURE



PORTFOLIO LIQUIDITY



* Source of Market Valuation: Interactive Data Inc.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT REPORT - Total District Investments and Cash by Investment Category
September 30, 2021

CASH FLOW REQUIREMENT

Elsinore Valley Municipal Water District has sufficient funds to meet its expenditure requirements for the next 6 months.

INVESTMENT	INVESTMENT CATEGORY	MATURITY DATE	PAR VALUE	INTEREST RATE	ACQUISITION COST	MARKET VALUE	CREDIT RATING
US Treasury	Treasury Notes	10/31/21	3,850,000	1.250	3,731,309	3,853,735	TSY
US Treasury	Treasury Notes	07/31/22	4,000,000	1.875	3,910,469	4,059,360	TSY
US Treasury	Treasury Notes	08/31/22	3,800,000	1.875	3,712,570	3,862,054	TSY
US Treasury	Treasury Notes	11/30/22	4,000,000	2.000	3,939,688	4,087,200	TSY
US Treasury	Treasury Notes	03/31/23	4,000,000	2.500	3,997,656	4,138,120	TSY
US Treasury	Treasury Notes	04/30/23	4,500,000	1.625	4,502,285	4,600,395	TSY
US Treasury	Treasury Notes	05/31/23	4,200,000	1.625	4,177,195	4,297,608	TSY
US Treasury	Treasury Notes	07/15/23	4,000,000	0.125	3,989,063	3,991,560	TSY
US Treasury	Treasury Notes	10/31/23	4,000,000	1.625	4,003,594	4,109,520	TSY
US Treasury	Treasury Notes	12/15/23	5,000,000	0.125	4,973,242	4,976,150	TSY
US Treasury	Treasury Notes	01/31/24	5,250,000	2.250	5,365,459	5,480,108	TSY
US Treasury	Treasury Notes	02/15/24	3,000,000	0.125	2,981,250	2,982,660	TSY
US Treasury	Treasury Notes	03/15/24	4,000,000	0.250	3,990,938	3,985,800	TSY
US Treasury	Treasury Notes	04/15/24	4,000,000	0.375	4,001,406	3,995,000	TSY
US Treasury	Treasury Notes	04/30/24	4,000,000	2.000	4,195,000	4,161,560	TSY
US Treasury	Treasury Notes	05/15/24	4,000,000	0.250	3,988,281	3,980,160	TSY
US Treasury	Treasury Notes	06/15/24	4,000,000	0.250	3,973,750	3,977,200	TSY
US Treasury	Treasury Notes	06/30/24	2,750,000	1.750	2,874,932	2,846,470	TSY
US Treasury	Treasury Notes	07/15/24	3,600,000	0.375	3,594,516	3,589,596	TSY
US Treasury	Treasury Notes	08/31/24	2,500,000	1.250	2,568,652	2,553,525	TSY
US Treasury	Treasury Notes	09/15/24	3,300,000	0.375	3,292,395	3,285,315	TSY
US Treasury	Treasury Notes	10/31/24	3,500,000	1.500	3,635,352	3,601,990	TSY
US Treasury	Treasury Notes	01/31/25	3,800,000	1.375	3,959,719	3,894,848	TSY
US Treasury	Treasury Notes	03/31/25	3,500,000	0.500	3,496,445	3,479,630	TSY
US Treasury	Treasury Notes	04/30/25	3,500,000	0.375	3,505,469	3,460,205	TSY
US Treasury	Treasury Notes	05/31/25	4,000,000	0.250	3,938,750	3,931,240	TSY
SUB-TOTAL TREASURY NOTES			100,050,000		100,299,383	101,181,008	

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
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September 30, 2021

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FHLB	Federal Agency	10/12/21	4,000,000	3.000	3,997,280	4,003,600	Aaa
FNMA	Federal Agency	01/05/22	1,400,000	2.000	1,361,500	1,406,832	Aaa
FHLB	Federal Agency	03/11/22	2,200,000	2.250	2,172,456	2,221,120	Aaa
FHLB	Federal Agency	03/11/22	1,800,000	2.500	1,807,002	1,819,656	Aaa
FHLB	Federal Agency	06/10/22	3,000,000	2.750	2,994,600	3,055,980	Aaa
FNMA	Federal Agency	09/06/22	3,890,000	1.375	3,876,463	3,935,435	Aaa
FHLB	Federal Agency	09/09/22	1,250,000	3.125	1,251,038	1,285,550	Aaa
FFCB	Federal Agency	10/11/22	4,000,000	1.375	3,989,720	4,052,400	Aaa
FHLB	Federal Agency	12/09/22	1,000,000	2.500	996,370	1,027,410	Aaa
FHLMC	Federal Agency	05/05/23	3,845,000	0.375	3,843,385	3,853,421	Aaa
FFCB	Federal Agency	08/14/23	2,000,000	1.600	1,997,420	2,048,540	Aaa
FHLB	Federal Agency	09/08/23	4,000,000	2.375	4,122,600	4,161,440	Aaa
FHLMC	Federal Agency	11/06/23	2,000,000	0.250	1,999,080	1,998,900	Aaa
FNMA	Federal Agency	11/27/23	4,900,000	0.250	4,902,872	4,893,973	Aaa
FHLMC	Federal Agency	12/04/23	2,445,000	0.250	2,442,579	2,439,621	Aaa
FHLB	Federal Agency	12/08/23	1,400,000	2.250	1,440,936	1,457,582	Aaa
FNMA	Federal Agency	02/05/24	1,400,000	2.500	1,445,528	1,470,224	Aaa
FNMA	Federal Agency	08/25/25	3,750,000	0.375	3,726,266	3,691,163	Aaa
FHLMC	Federal Agency	09/23/25	3,000,000	0.375	2,984,340	2,950,050	Aaa
FNMA	Federal Agency	11/07/25	3,000,000	0.500	3,003,750	2,959,980	Aaa
SUB-TOTAL FEDERAL AGENCIES			54,280,000		54,355,185	54,732,876	
Inter-American Dev Bank	Supranational	01/18/22	3,400,000	2.125	3,339,072	3,419,550	Aaa
Intl. Bank Recon & Development	Supranational	02/10/22	2,000,000	1.625	1,916,920	2,010,520	Aaa
Inter-American Dev Bank	Supranational	04/14/22	3,000,000	1.750	2,884,890	3,026,040	Aaa
SUB-TOTAL SUPRANATIONALS			8,400,000		8,140,882	8,456,110	
PNC Bank	Medium Term	12/09/21	1,000,000	2.550	993,670	1,002,350	A2
US Bancorp	Medium Term	01/24/22	1,850,000	2.625	1,829,210	1,860,027	A2
Praxair	Medium Term	02/15/22	1,400,000	2.450	1,360,156	1,403,416	A2
Toyota Motor Credit Corp	Medium Term	09/08/22	2,000,000	2.150	1,908,940	2,036,800	A1
John Deere Capital Corp	Medium Term	01/06/23	1,500,000	2.700	1,460,910	1,546,365	A2
Bank of America Corp	Medium Term	01/11/23	2,000,000	3.300	2,067,740	2,075,440	A2

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT REPORT - Total District Investments and Cash by Investment Category
September 30, 2021

CASH FLOW REQUIREMENT

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INVESTMENT	INVESTMENT CATEGORY	MATURITY DATE	PAR VALUE	INTEREST RATE	ACQUISITION COST	MARKET VALUE	CREDIT RATING
JP Morgan Chase	Medium Term	01/25/23	1,500,000	3.200	1,562,955	1,557,015	A2
Bank of NY Mellon Corp	Medium Term	01/29/23	1,000,000	2.950	1,001,410	1,032,820	A1
Apple Inc	Medium Term	02/23/23	2,000,000	2.850	1,968,560	2,062,600	Aa1
Berkshire Hathaway	Medium Term	03/15/23	2,800,000	2.750	2,833,432	2,887,556	Aa2
Apple Inc	Medium Term	05/03/23	1,000,000	2.400	988,520	1,032,310	Aa1
PNC Bank	Medium Term	06/08/23	1,000,000	3.500	1,053,830	1,050,270	A2
State Street Bank	Medium Term	11/20/23	1,500,000	3.700	1,595,505	1,607,520	A1
American Honda Finance	Medium Term	01/12/24	650,000	3.550	694,649	691,860	A3
Toronto Dominion Bank	Medium Term	03/11/24	2,000,000	3.250	2,168,140	2,124,800	A1
Amazon.com Inc	Medium Term	05/12/24	1,575,000	0.450	1,572,701	1,571,393	A1
Bank of Montreal	Medium Term	07/09/24	1,500,000	0.625	1,498,785	1,496,640	A2
Salesforce.com Inc	Medium Term	07/15/24	395,000	0.625	394,799	395,735	A2
Royal Bank of Canada	Medium Term	11/01/24	2,000,000	2.250	2,124,180	2,086,100	A2
Caterpillar Finl Service	Medium Term	11/08/24	2,000,000	2.150	2,100,380	2,089,540	A2
SUB-TOTAL CORPORATE NOTES			30,670,000		31,178,470	31,610,557	
			193,400,000		193,973,920	195,980,551	

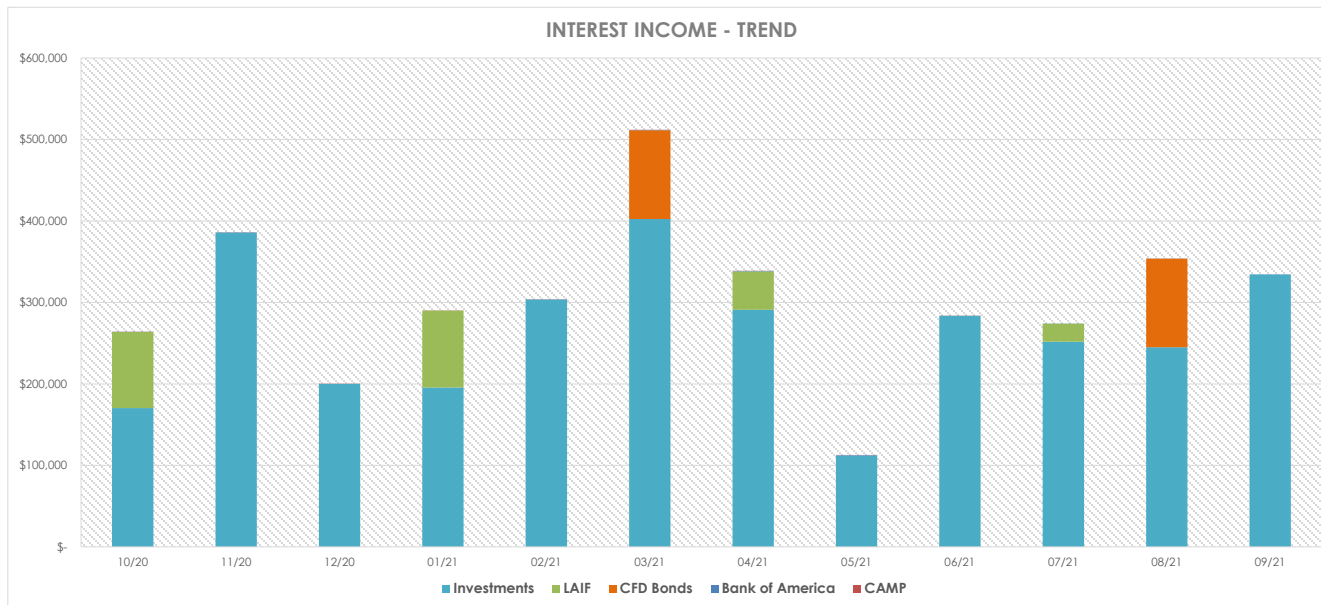
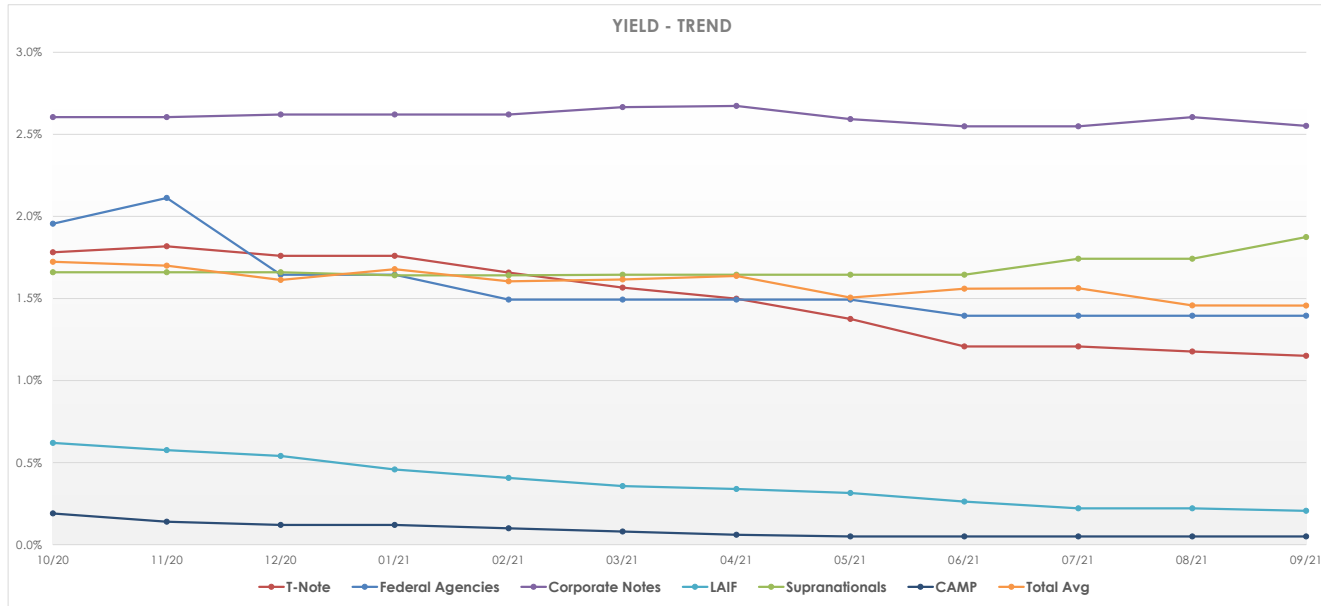
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
 INVESTMENT REPORT - Total District Investments and Cash by Investment Category
 September 30, 2021

CASH FLOW REQUIREMENT

Elsinore Valley Municipal Water District has sufficient funds to meet its expenditure requirements for the next 6 months.

INVESTMENT	INVESTMENT CATEGORY	MATURITY DATE	PAR VALUE	INTEREST RATE	ACQUISITION COST	MARKET VALUE	CREDIT RATING
Money Market				0.160%	106,003	106,003	
Total Chandler Asset Management (Investment Acct)					194,079,923	196,086,554	
Wildomar CFD Bonds (District Owned)		09/01/32		7.000%	2,885,000	2,885,000	
LAIF				0.206%	15,556,826	15,556,826	
CAMP				0.050%	5	5	
Sub-total Investments					212,521,755	214,528,386	
B of A (Checking)					12,769,876	12,769,876	
Sub-total Cash & Investments					225,291,630	227,298,262	
Union Bank (COP)					0	0	
Union Bank (Revenue Bonds)					1	1	
Sub-total Restricted Cash					1	1	
Total District Investment and Cash					\$ 225,291,631	\$ 227,298,263	
Union Bank (CFD Bonds)					266,756	266,756	
Total Investment and Cash					\$ 225,558,388	\$ 227,565,019	

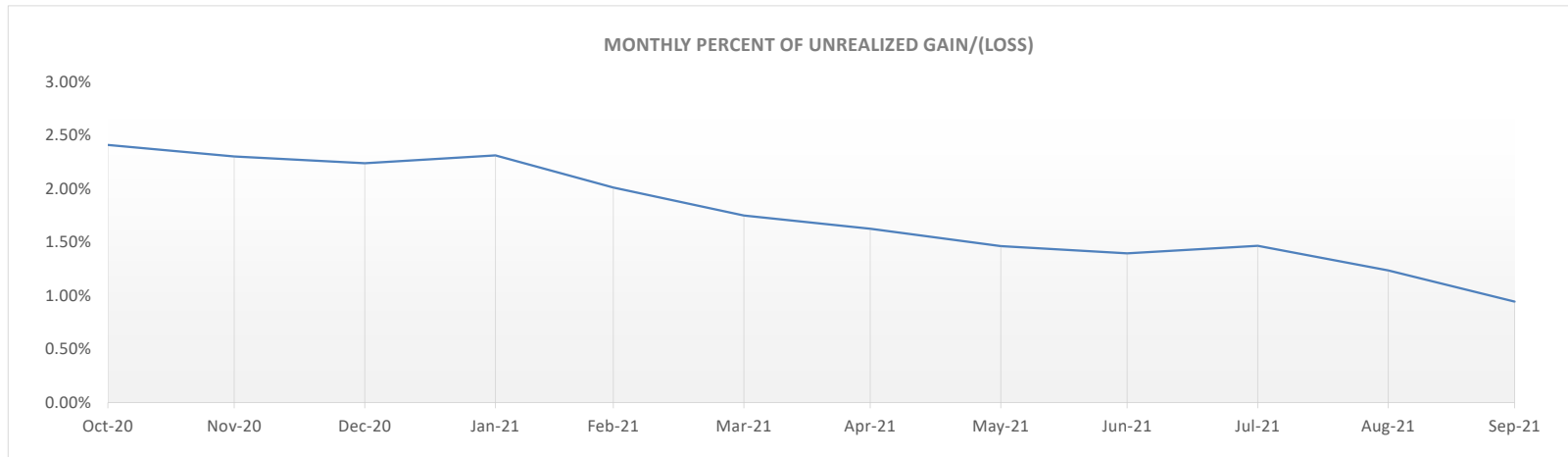
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
 INVESTMENT REPORT - Portfolio Yield and Interest Income
 September 30, 2021



ELSINORE VALLEY MUNICIPAL WATER DISTRICT
 INVESTMENT REPORT - Authorized Investments
 September 30, 2021

CALIFORNIA GOVERNMENT CODE & DISTRICT INVESTMENT POLICY

Cal Govt. Code	Investment Category	California Government Code			District Investment Policy			Actual District Portfolio	Within Authorized Limit	Weighted Average Maturity (in years)
		Maximum Maturity	Authorized Limit	Quality	Maximum Maturity	Authorized Limit	Quality			
53601(a)	CFD Bonds		No Limit		30 Years	10%		1.4%	Yes	11.1
53601(b)	U.S. Treasury	5 Years	No Limit		5 Years	No Limit		47.2%	Yes	2.3
53601(c)	CA Warrants, Notes/Bonds	5 Years	No Limit		5 Years	10%				
53601(e)	CA Local Agency Debt	5 Years	No Limit		5 Years	10%				
53601(f)	Federal Agencies	5 Years	No Limit		5 Years	40%		25.6%	Yes	1.8
53601(g)	Bankers's Acceptances	180 Days	40%		180 Days	10%				
53601(h)	Commercial Paper	270 Days	25%	AAA	270 Days	10%	AAA/Aaa			
53601(m/i)	Certificate & Time Deposits	5 Years	30%		-	-				
53601(j)	Repos	1 Year	No Limit		90 Days	5%				
53601(j)	Reverse Repos	650.9	20%		-	-				
53601(k)	Med Term Notes	5 Years	30%	A	5 Years	20%	A	14.7%	Yes	1.7
53601(l)	Mutual Funds	5 Years	20%	AAA	5 Years	15%	AAA/Aaa	0.0%	Yes	0.0
53601(n)	Secured Deposits	5 Years	No Limit		-	-				
53601(o)	Mortgage Pass-Through Sec	5 Years	20%	AA	-	-	-			
53601(p)	Local Government Investment Pools	-	No Limit		-	-	-	0.0%	Yes	0.0
53601(q)	Supranational Obligation	5 Years	30%	AA	5 Years	10%	AA	3.8%	Yes	0.4
	LAIF	-	-		-	\$65,000,000		7.3%	Yes	0.0
TOTAL								100.0%		



	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21
% of Unrealized Gain/(Loss)	2.41%	2.30%	2.24%	2.31%	2.01%	1.75%	1.63%	1.46%	1.40%	1.47%	1.24%	0.94%
Unrealized Gain (Loss) \$	5,485,165	5,250,202	5,109,439	4,896,154	4,268,023	3,733,734	3,469,364	3,460,064	2,870,947	2,992,020	2,670,869	2,006,631
YTD Unrealized Gain/(Loss) \$	(1,101,767)	(1,336,730)	(1,477,493)	(1,690,777)	(2,318,909)	(2,853,197)	(3,117,567)	(3,126,867)	(3,715,984)	121,073	(200,079)	(864,316)



Elsinore Valley Municipal Water District

Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: RESOLUTION REAFFIRMING AND EXTENDING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

STRATEGIC GOAL

Build Recognized Value

RECOMMENDATION

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

1. Adopt a resolution reaffirming and extending findings and determinations under AB 361 for continued virtual meetings.

BACKGROUND

The Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing. The Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing. Governor Newsom has issued a proclamation declaring a state of emergency due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act.

Board of Directors of Elsinore Valley Municipal Water District (EVMWD) reconsidered the circumstances of the state of emergency and in light of state or local officials' continued recommendations to promote social distancing, adopted Resolution No. 21-11-01 in order for its Board Meetings, Study Sessions, committees and other Brown Act bodies to continue to be held as virtual meetings pursuant to AB 361 and Government Code section 54953(e). Resolution No. 21-11-01 was adopted on November 9, 2021 and is effective for thirty days, or December 9, 2021. Subsequent to this meeting, the

EVMWD Board will meet again on December 16, 2021. The attached resolution being presented for the Board's consideration reaffirms and extends the findings and determinations of Resolution No. 21-11-01, and AB 361 for continued virtual meetings up through December 23, 2021. If necessary, the Board can renew the resolution every 30 days.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Adoption of the proposed resolution will have no fiscal impact.

Originated by: Terese Quintanar – Administration

Reviewed by: Christy Gonzalez – Administration

Attachments:

Draft Resolution

RESOLUTION 21-11-xx

RESOLUTION OF THE BOARD OF DIRECTORS OF
ELSINORE VALLEY MUNICIPAL WATER DISTRICT RATIFYING AND EXTENDING
FINDINGS AND DETERMINATIONS
UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Board of Directors finds that the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act; and

WHEREAS, the Board of Directors of Elsinore Valley Municipal Water District has reconsidered the circumstances of the state of emergency and finds that state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, the Board of Directors previously adopted Resolution No. 21-11-01, on November 9, 2021, finding that the requisite conditions continue to exist for the legislative bodies of the Elsinore Valley Municipal Water District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, the Board of Directors desires that Elsinore Valley Municipal Water District, including its commissions, committees, and other Brown Act bodies, continue to hold virtual meetings as directed by the Board pursuant to AB 361 and Government Code section 54953(e).

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of Elsinore Valley Municipal Water District as follows:

1. The above recitals and true and correct and shall be the findings of the Board of Directors.
2. The Board of Directors and all other commissions, committees or other Brown Act bodies of the District shall be authorized to continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3).

3. This Resolution does not prevent or prohibit the District or any commission, committee or other Brown Act body of the District from holding hybrid meetings (containing both virtual and in-person components) or from meeting in-person, provided such meetings comply with AB 361 and with all state and local health orders. Commissions, committees and other Brown Act bodies shall comply with all rules established by the Board of Directors and/or the General Manger for attendance at meetings.
4. The Board of Directors shall take action to renew this Resolution every thirty days for as long as any state or local officials continue to recommend any measures to promote social distancing, but the Board of Directors may terminate the Resolution at any time. In the event that more than 30 days pass between regular Board meetings, the Board of Directors shall take action to renew this Resolution prior to taking any action or engaging in any deliberation or discussion in a virtual meeting; renewal of this Resolution may occur either at the beginning of the next regular meeting or at a special meeting called for such purposes. In the event this Resolution has lapsed, and the Board of Directors has not terminated it, any commission, committee or other Brown Act board of the District shall be authorized to, and shall, make any required findings in order to meet virtually under AB 361.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of Elsinore Valley Municipal Water District held on November 23, 2021.

Phil Williams, President of the Board of
Directors of the Elsinore Valley Municipal
Water District

ATTEST:

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



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH SO CAL SANDBAGS, INC. FOR ROUTINE ANNUAL AND AS-NEEDED EROSION CONTROL SERVICES

STRATEGIC GOAL

Financial Management

RECOMMENDATION

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

1. Approve Amendment No. 1 to the Contract Services Agreement with So Cal Sandbags for Routine Annual and As-needed Erosion Control Services for three (3) one-year options in the total amount of \$250,156.11; and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

On November 4, 2020, the District posted an Invitation for Bid for annual routine and as-needed erosion control services to be performed at 46 District facility locations, which include the Main Administration Facility, Reservoirs, Pump & Booster Stations, Wells, Water and Wastewater Treatment Plants, and Lift Stations.

The scope of services includes development of site-specific erosion control plans (initial term only) and regularly scheduled placement of temporary erosion control measures. In addition, the contractor will clear and legally dispose of all debris from each individual site and provide recommendations on ways to improve the integrity of each individual site.

Unplanned, as-needed services are also included to cover possible expenses that are beyond the minimum contracted scope of work. The need for such services had been demonstrated by historical occurrences, where exceptional damage to erosion control devices has occurred due to rain, flooding, or following work at a particular site that resulted in erosion control device displacement. For each as-needed response event, EVMWD will request a proposal from the Contractor for which a Task Order will be issued.

Four vendors were notified and one bid was received by the deadline, with So Cal Sandbags, Inc. being the sole responsive and responsible bidder. So Cal Sandbags, Inc. has performed the District’s unimproved site erosion control maintenance since 2016. They have provided support to the Maintenance Division during times of inclement weather and have generally responded immediately to our requests for emergency supplies and service.

The scope of work breakdown for the initial CSA term is as follows:

Routine Erosion Control Services	\$53,385.37
Site Specific Erosion Control Plans	\$11,500.00
As Needed Services	\$32,000.00
Total Cost	\$96,885.37

On December 17, 2020 the General Manager approved a CSA with So Cal Sandbags, Inc. in the amount of \$96,885.37 for the term of December 14, 2020 through November 30, 2021. The CSA included provisions for three (3) optional one-year extensions.

Following execution of the CSA, performance by So Cal Sandbags during the initial term has been satisfactory, with zero permanent damage observed to District facilities during inclement weather events. As needed services during the initial term in the amount of \$22,000 were performed, allowing the amount of anticipated future work to be reduced.

The purpose of this item is to consider approval of three (3) optional one-year contract extensions for So Cal Sandbags, Inc. to provide routine and as-needed erosion control services through November 2024.

The scope of work breakdown for three (3) one-year contract extensions is as follows:

Extension No. 1 term:	December 2021 through November 2022	
	Erosion Control Services	\$53,385.37
	As Needed Services	\$30,000.00

Extension No. 2 term: December 2022 through November 2023

	Erosion Control Services	\$53,385.37
	As Needed Services	\$30,000.00
Extension No. 3 term:	December 2023 through November 2024	
	Erosion Control Services	\$53,385.37
	As Needed Services	\$30,000.00
	Total Cost	\$250,156.11

Staff presented this item at the November 1, 2021 Engineering and Operations Committee meeting. After careful review, the Committee and staff recommend that the Board approve three (3) one-year options to extend the current contract with So Cal Sandbags, Inc. in the amount of \$250,156.11, for a total amount of \$347,041.48.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within Budget – Yes.

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

Attachments:

So Cal Sandbags Bid
Amendment No. 1

**AMENDMENT NO.1 TO THE CONTRACT SERVICES AGREEMENT FOR ROUTINE
AND ANNUAL AS-NEEDED ROUTINE EROSION CONTROL SERVICES**

1. PARTIES AND DATE

This Amendment No.1 to the Contract Service Agreement for the Routine and Annual As-Needed Erosion Control Services is made and entered into as of this day of _____ (“Effective Date”) by and between the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a municipal water district created pursuant to the provisions of the California Water Code sections 71000 *et seq.*, (“District”) and So Cal Sandbags, Inc., a Corporation (“Contractor”). District and Contractor are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

2. RECITALS

- 2.1 The District and the Contractor have entered into an agreement, dated December 17, 2020 for the purpose of providing Erosion Control Services (the “Master Agreement”).
- 2.2 The Parties now desire to amend the Master Agreement in order to add additional compensation and extend the term of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree as follows:

3. INCORPORATION OF RECITALS:

- 3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

- 4.1 The term of the Master Agreement shall be extended through November 30, 2022 unless earlier terminated as provided in the Master Agreement.
- 4.2 The maximum compensation for services performed pursuant to this Amendment No.1 to the Master Agreement is hereby amended and shall not exceed Eighty-Three Thousand Three Hundred Eighty-Five Dollars and Thirty-Seven Cents (\$83,385.37) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of One Hundred Eighty Thousand Two Hundred Seventy Dollars and Seventy-Four Cents (\$180,270.74). Work shall be performed at the rates set forth in the Master Agreement.
- 4.3 Except as amended by this Amendment No.1 all other terms, conditions, and provisions of the Master Agreement, including without limitation the

indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No.1.

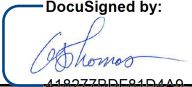
- 4.4 The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.
- 4.5 This Amendment No.1 may be signed in counterparts, each of which shall constitute an original.

[signatures on following page]

**SIGNATURE PAGE TO
AMENDMENT NO.1 TO THE CONTRACT SERVICES AGREEMENT FOR ROUTINE
AND ANNUAL AS-NEEDED ROUTINE EROSION CONTROL SERVICES**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.1 on the Effective Date first herein above written and caused this Amendment No.1 to become effective by their respective endorsements below:

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT:**

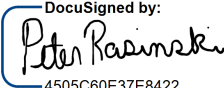
By:  _____
448277BDF81D4A9...

Name: Greg Thomas

Title: General Manager

Dated: September 29, 2021

SO CAL SANDBAGS, INC.:

By:  _____
4505C60E37E8422

Name: Peter Raskinski

Title: General Manager

Dated: September 29, 2021

SITE	LOCATION	COST	PLUS ECP	
Adelpha Tank	17255 Encina Dr., Lake Elsinore, CA 92530 (33°37'57.3"N 117°21'18.4"W)	\$500.00		\$750.00
Bryant Tank	20235 Soaring Falcon Ct Wildomar	\$753.14		\$1,003.14
City Tank	263 Hampton Cir, Lake Elsinore, CA 92532	\$500.00		\$750.00
Clay Canyon Tank	23284 Knabe Rd, Corona, CA 92883 (33°46'42.4"N 117°30'05.8"W)	\$500.00		\$750.00
Daley Tank	Crooked Arrow Dr., Wildomar, CA 92595 (33°38'38.9"N 117°15'26.7"W)	\$500.00		\$750.00
El Toro Tank	28291 El Toro Rd, Lake Elsinore, CA 92532 (33°42'35.2"N 117°20'46.1"W)	\$1,324.84		\$1,574.84
Encina Tank	17208 Encina Dr, Lake Elsinore, CA 92530 (33°37'54.3"N 117°21'28.9"W)	\$2,403.73		\$2,653.73
Gafford Tank	33071 Via Margarita St., Wildomar, CA 92595 (33°38'27.2"N 117°16'13.0"W)	\$877.05		\$1,127.05
Greer Ranch Tank 1850	35843 Ice Plant Ln, Murrieta, CA	\$500.00		\$750.00
Greer Ranch Tank 2050	26760 Golden Cup Ct, Murrieta, CA	\$1,044.38		\$1,294.38
Horse thief 1 Tank	27697 Kachina Ct, Corona CA 92883	\$1,372.70		\$1,622.70
Horse thief 2 Tank	Hidden Creek Dr, Corona, CA 92883 (33°43'05.1"N 117°26'11.7"W)	\$687.41		\$937.41
Canyon Hills Tank Cottonwood 1A & 1B	113 Cedar Ln, Lake Elsinore, CA 92532 (33°39'35.8"N 117°15'50.4"W)	\$1,589.45		\$1,839.45
Howell Tank	18159 Ballard Ave, Lake Elsinore, 92530	\$1,998.90		\$2,248.90
Los Pinos 1 Tank	Long Canyon Rd, Lake Elsinore, CA 92530 (33°38'36.1"N 117°26'15.2"W)	\$663.71		\$913.71
Tomlin 1 Tank	Lake Elsinore, CA 92530 (33°39'51.3"N 117°23'57.4"W)	\$7,547.57		\$7,797.57
Tomlin 1 Tank Upper Slope	Lake Elsinore, CA 92530 (33°39'51.3"N 117°23'57.4"W)	\$1,341.63		\$1,591.63
Tomlin 2 Tank	El Cariso Trail, Lake Elsinore, CA 92530 (33°39'32.6"N 117°24'18.7"W)	\$2,433.36		\$2,683.36
Tomlin 1	No Physical Address, Lake Elsinore, CA 92530 (33°40'02.5"N 117°23'40.1"W)	\$699.26		\$949.26
Tomlin 2	El Cariso Trail, Lake Elsinore, CA 92530 (33°39'50.9"N 117°23'57.8"W)	\$691.86		\$941.86
Mayhew Tank	Maitri Rd, Corona, CA 92883 (33°44'53.1"N 117°28'55.5"W)	\$995.58		\$1,245.58
Meadowbrook 1 Tank	222 Crimson Pillar, Perris, CA 92570 (33°42'53.9"N 117°18'29.6"W)	\$500.00		\$750.00
Meadowbrook 2 Tank	20270 Elm St, Perris, CA 92570 (33°43'59.1"N 117°17'37.8"W)	\$500.00		\$750.00
Ortega Tank	Grandview Ave, Lake Elsinore, CA 92530 (33°39'02.0"N 117°22'47.0"W)	\$758.53		\$1,008.53
Railroad Canyon Tank	21982 Railroad Canyon Rd, Lake Elsinore, CA 92532 (33°39'57.6"N 117°16'39.5"W)	\$1,535.58		\$1,785.58
Sedco Tank	32702 Elsinore Heights Dr, Lake Elsinore, CA 92530	\$1,025.21		\$1,275.21
Woodmoor A and B	20648 Red Dawn Ct, Wildomar, CA 92595 (33°36'30.2"N 117°18'07.6"W)	\$1,084.63		\$1,334.63
Horse thief Reclaimed	Hidden Creek Dr., Corona, CA 92883	\$2,761.15		\$3,011.15
Skymeadows Tank	17251 Los Aliso Rd, Lake Elsinore, CA 92530 (33°36'17.3"N 117°21'28.5"W)	\$699.26		\$949.26
Cal Oaks Tank A & B	35915 Evandel Rd, Murrieta, CA 92562	\$500.00	\$38,288.93	\$750.00
Daley A Booster	22749 Lost Rd	\$877.05		\$1,127.05
Daley B Booster	23245 Crab Hollow	\$758.53		\$1,008.53
Los Pinos 2A Booster	Long Canyon Rd, Lake Elsinore, CA 92530 (33°38'32.4"N 117°26'14.2"W)	\$758.53		\$1,008.53
Meadowbrook 1 Booster	77 Conard, Perris, CA 92570	\$500.00		\$750.00
Meadowbrook 2 Booster	222 Crimson Pillar, Perris, CA 92570	\$500.00		\$750.00
Sedco A Booster	32660 Grape St, Lake Elsinore, CA	\$699.26		\$949.26
Sedco B Booster	32395 Elsinore Heights Dr, Lake Elsinore, CA	\$936.31		\$1,186.31
Tomlin 1 Booster	15049 Grand Ave, Lake Elsinore, CA	\$1,017.13	\$6,046.81	\$1,267.13
Mayhew Well	25050 Maitri Rd, Corona CA 92883	\$500.00	\$500.00	\$750.00
Lots Across The Main Building	Treleven Ave, Lake Elsinore, CA 92530	\$1,092.55	\$1,092.55	\$1,342.55
Canyon Lake Water Treatment	81 Via De La Valle, Lake Elsinore, CA 92532	\$2,811.00	\$2,811.00	\$3,061.00
Greer Ranch LS	23696 Clinton Keith Rd Murrieta, CA 92563	\$500.00		\$750.00
Horse thief LS	26600 Horse thief Canyon Rd, Corona CA 92883	\$500.00	\$1,000.00	\$750.00
Regional WRF	14980 Strickland Ave, lake Elsinore, 92530	\$500.00	\$500.00	\$750.00
Horse thief Canyon WRF	13200 Shotgun Trail, Corona CA 92883	\$1,211.08	\$1,211.08	\$1,461.08
Railroad Canyon WRF	21982 Railroad Canyon Rd, Lake Elsinore, CA 92532	\$1,935.00	\$1,935.00	\$2,185.00
GRAND TOTAL OF ALL LINES		\$53,385.37	\$53,385.37	\$64,885.37
CALCUALTED TOTAL OF ALL LINES		\$53,385.37		



Elsinore Valley Municipal Water District

Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

**SUBJECT: AMENDMENT TO ADMINISTRATIVE CODE SECTION 1500 -
PURCHASING POLICY & PROCEDURE**

STRATEGIC GOAL

Elevate Communications
Maintain Financial Strength and Resiliency
Provide Excellent and Effective Customer Service

RECOMMENDATION

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

1. Approve an amendment to Section 1500 of the Administrative Code; and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

In December 2020, the District began a new initiative in which enrolled suppliers receive a virtual payment for their goods and services. Vendors are still able to receive payments via a physical check or ACH, however this program was implemented to provide an additional method of payment that benefits both the District and its suppliers. Staff is requesting to update section 1500 of the Administrative Code to reflect the virtual payment program, as well as to make minor formatting adjustments.

This item was reviewed at the November 16, 2021 Finance & Administration Committee meeting, and the Committee and staff recommend approval of an amendment to Section 1500 of the Administrative Code.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Not applicable.

Originated by: AJ Rivera – Purchasing

Reviewed by: Christy Gonzalez – Administration

Attachments:

Administrative Code Section 1500

SECTION 1500. PURCHASING POLICY & PROCEDURE (R-975, M-5179, M-5541)

§ 1501. Purpose and Compliance.

The purpose of this policy is to establish the uniform procedures for acquiring services, supplies, equipment, and materials for the District, in accordance with Government Code section 54201 et seq., to assure purchases are accomplished in a manner providing maximum benefits and minimum cost to the taxpayers and customers of the District. Whenever practical, competitive prices shall be obtained. This Policy shall take precedence for all procurement actions, unless strictly required by State or Federal law. No purchase shall be made that is not authorized in the manner set forth herein.

California Government Code section 54202 requires that every local agency shall adopt policies and procedures, including bidding regulations, governing purchases of supplies, materials and equipment and that said purchases shall be in accordance with said duly adopted policies.

California Government Code section 54204 requires that if the local agency is other than a city or county, policies provided for in Section 54202 of said code shall be adopted by means of a written rule or regulation; copies of which shall be available for public distribution.

The District shall strive to solicit all local firms potentially qualified to bid for any given project, purchase, or programs for which the District will be requesting bids or proposals. The District will consider the local economic impacts of its various projects, purchases and programs as part of the request for proposed process. (R-1097)

To incorporate best practices that provide best value for all District customers and stakeholders, the District shall continually monitor and review industry best practices, both public and private.

B. Definitions & Acronyms

BOD: Board of Directors (collectively called “the Board”)

CFR: Code of Federal Regulation

CSA: Contract Services Agreement

DIR: Department of Industrial Relations

EVMWD: Elsinore Valley Municipal Water District, also known as “The District”

GM: General Manager

IFB – Invitation for Bid

MSA: Master Services Agreement

Vendors: also referred to as suppliers, contractors and sub-contractors. Used interchangeably

PO: Purchase Order

PSA: Professional Services Agreement

RFP: Request for Proposal

RSS: Requisition Self-Service

SOP: Standard Operating Procedure

SOW: Scope of Work, also known as Scope of Services

§ 1502. District Purchases Approval Levels. (M-3574, M-4883, M-5035)

- A. To expedite the purchasing function and ensure an uninterrupted flow of materials, equipment, and services, the authority to approve purchases or rental of supplies, equipment and services has been delegated to employees in accordance with the limitations set forth below.

Purchase Amount	Approval Level
\$0-\$5,000	District-wide Staff
\$5,001-\$100,000	General Manager
Over \$100,000	Board of Directors

- B. All procurements shall be made within the approved budget set forth by the Board of Directors. Any changes must be made in accordance with section 705 of the Administrative Code, except those allowed under section 1509.A (emergency authorization).

The General Manager, when appropriate, may delegate their authority to an Assistant General Manager, or as defined in section 702.A of the Administrative Code.

- C. Purchases of Inventory Materials exceeding \$100,000 may be initially approved by the General Manager or his or her designee in order to expedite inventory

fulfillment followed by the ratification of the purchase by the Board of Directors at the next regular Board Meeting.

- D. All transaction limits in the policy shall be inclusive of freight costs.
- E. Taxes and regulatory fees shall be excluded from approval levels for purchases over \$5,000.

§ 1503. Procurement Requirements. (M-4258, M-4883, M-5035)

A. Public Works. As defined by Public Contract Code section 1101, public works includes the erection, construction, alteration, repair, or improvement of any public structure, building, road or other public improvement of any kind.

- i. Purchases up to \$5,000: Minimum of one quote and requisition or bid agreement summary required. Prevailing wage and **Insurance insurance** notification required.
- ii. Purchases in excess of \$5,000 but less than \$35,000: Shall be procured by an informal bid process sent to no less than three contractors. If the bid solicitation results in only one written bid, then the single bid may be accepted.
- iii. Purchases of \$35,000 or more: Shall be procured by a formal bid process that is publicly advertised in the manner prescribed by the Board of Directors and awarded to the lowest responsible, responsive bidder.
 - a. The District utilizes an electronic bidding software program that can be accessed by a member of the public at any time through various means, including the District website. Registration may be required to participate in the bidding process. Electronic bidding allows for a cost effective and efficient process that follows public bidding requirements.
 - b. Maximum competitive bids must be sought by the sealed bid method. Use of an electronic bid management system satisfies the sealed bid requirement.
 - c. The Board of Directors may reject any and all bids.

B. Grant Procurements: Grant procurements are defined as a procurement that is either fully or partially funded through state or federal programs. This can

be through direct funding or through reduced rate loans. A grant procurement may include those found in public works or in “other purchase” types. District shall solicit any and all qualified contractors for any grant procurements. Federal grant procurements shall comply with the Code of Federal Regulations (“CFR”) section 200.318 general procurement standards. Grant projects may include additional solicitation/award requirements not included in standard District procurements. These may include, but are not limited to:

- i. Good Faith Effort (“GFE”): a requirement set forth by the grant to ensure outreach and advertising to Small business/Women owned/minority owned business. Grant projects may set a goal/target for the agency to work towards.
 - ii. Special bonding requirements – as outlined in CFR section 200.318
 - iii. Additional provisions for contracts to vendors specific to each grant
 - iv. Solicitations shall include various public outreach methods including newspapers, electronic platforms, etc.
 - v. Additional grant information may be found in the grants’ policies/procedures section of the admin code.
- C. State grants typically follow the Code of Federal Regulations (“CFR”). However, each State grant may have additional or specific requirements that differ or exceed those listed in the CFR. Purchasing, with the support of the grants department, shall review each State grant in its entirety to ensure all procurement requirements are met.
- D. All Other Purchases. Including Professional Services for any type of special service or advice/consulting to include but not limited to financial, economic, accounting, engineering, legal or administrative matters by persons that are specially trained to perform such services. Other types of purchases include purchases for materials, goods, maintenance work, landscape maintenance, inventory materials, and other purchases that are not classified as public works projects.
- i. Purchases up to \$5,000: Minimum of one quote and requisition or bid agreement summary required. Prevailing wage and Insurance notification required.
 - ii. Purchases in excess of \$5,000 but less than \$35,000: Shall be procured by a request for quotation, an informal request for proposal, or an informal invitation for bid sent to no less than three firms.

- iii. Purchases of \$35,000 or more: Shall be procured by a formal request for proposal that is publicly advertised in the manner prescribed by the Board of Directors.

Notwithstanding the requirements above, pursuant to Government Code section 4525 et seq., the procurement of Professional Services such as architect, landscape architect, engineering, and construction management professional services will be based on demonstrated competence and professional qualifications at a fair and reasonable price. Where applicable and pursuant to California Contract Code 4526, awards may be approved based on section 1509.B.6 (Procurement Method Exceptions), wherein the General Manager may approve a professional service contract award to a sole source consultant or firm based on the needs of the District. Awards shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Government Code Section 14835-843.

- E. All other Purchases, excluding Professional Services, if a vendor is selected to provide a service or item where bids or proposals have been obtained in the last twelve months, and the District is unable to negotiate an Agreement with said vendor, then the next lowest responsive, responsible bidder for invitation to bid procurements or the best qualified and competent for request for proposal procurements may be utilized without conducting another solicitation. *(M-5035)*
- F. If any solicitation results in the receipt of only one written proposal, that proposal may be accepted.
- G. All procurement documents must form a permanent part of the purchase record and will remain in compliance with the District Records Retention Policy.
- H. Before work commences or services are rendered, evidence of insurance as required by the District must be obtained, reviewed and accepted by General Manager or his/her designee.

§ 1504. Material and Service Requests

- A. Requisition: A requisition (RSS) is an electronic request created by staff to initiate a purchase order agreement for materials or services. Prior to entering the requisition, requestor must have approved budget, and include all necessary information according to the purchasing SOP.

B. Bid Agreement Summary: A bid agreement summary is the document created by staff to initiate a contract or master service agreement. Prior to starting the bid agreement summary, requestor must have an approved budget and include all necessary information according to the purchasing SOP.

The appropriate level of approval is required on all requisitions and bid summary agreements. Orders shall not be processed until all necessary approvals are obtained.

Capital improvement (CIP), grant or special funding projects must be identified on any requisition or bid agreement summary.

§ 1505. Procurement Methods.

The District shall utilize the most economical approach where feasible. The District must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. If feasible and it reduces project costs, the District will explore using federal excess and surplus property in lieu of purchasing new equipment and property. When appropriate, the District will investigate using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

All procurement methods listed below shall include a clear and accurate description of the technical requirements and must not contain features that unduly restrict competition. They must set forth the minimum essential characteristics and standards to which the items or service must conform. Detailed product specifications should be avoided where possible.

A. Purchase Order Agreement: A purchase order agreement (“PO”) is the document used by the District to set the legal and contractual terms involved in each purchase that does not have an executed contract. The PO binds the District and the vendor to fulfill the specified obligations. A PO is the preferred method for single or infrequently used materials or supplies. The Purchasing Manager will issue all purchase orders based on competitive prices obtained by formal bid or informal quotations pursuant to legal requirements and Board policy, taking into consideration quality, price, and delivery except as described in section 1509(~~EC~~) and 1509(~~FD~~).

- B. Contract Agreement: A contract agreement is the document used by the District to set the legal and contractual terms that binds the District and the vendor to fulfill the specified obligations. Types of contracts include:
- a. Professional Services Agreement (“PSA”) – A professional service are services where the consultant provides unique advice or recommendations based on their knowledge, education, technical expertise, training and/or certifications for a specified set of tasks or scope of services. The PSA is the preferred method when procuring professional services for a single use or ongoing services.
 - b. Contract Services Agreement (“CSA”) – A contract service are services where the contractor provides skilled labor, materials, equipment and/or installation for a specified set of tasks or scope of services. The CSA is the preferred method when procuring contractor services for a single use or ongoing services.
 - c. Purchase Agreement – an agreement with a supplier for materials or supplies at an agreed upon price for a specified period of time. Preferred method for materials or supplies ordered on an ongoing or regular basis.
 - d. Public Works Agreement (“PW”) – As defined by the DIR, Public works in general means:
 - i. Construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds.
 - ii. It can include preconstruction and post-construction activities related to a public works project.
 - iii. For a full definition of public works refer to Labor Code section 1720.
 - iv. Anyone working on a public works project must be paid prevailing wages as determined by DIR. Projects of \$30,000 or more must meet DIR's apprenticeship requirements as set forth by the Division of Apprenticeship Standards by the State of California. Failure to comply with public works requirements can result in civil penalties, criminal prosecution, or both.
 - e. Other – The District maintains various other specialty contract agreements that are handled on a per agreement basis that may not have

financial obligations but include legal and contractual obligations to the District. Agreements include but are not limited to: Letter agreements, inter-agency agreements, developer agreements, cell-site agreements, easement agreements, specialized agreements outside the District templates (i.e. temporary employment labor services, certain software agreements), etc.

- f. Master Services Agreement (“MSA”) - Defined as a contract to which the parties shall agree to the terms and conditions (including payment term, indemnification, insurance, and other key items) that shall govern future projects between the parties for a specified time period. Master service agreements shall follow all the bidding/contract requirements. Unless pre-authorization has been approved, each future project shall be issued a task order to include a scope of work and quote provided by contractor. Each task order shall be approved on an individual basis as outlined in section 1502. The MSA shall be the preferred method for vendors that shall be utilized on an ongoing basis for various tasks that have not yet been determined, particularly in IT services.
- C. Procurement Cards: referred to as P-cards, are credit cards that the District utilizes as a procurement method for low dollar purchases subject to the requirements set forth in the “P-Card Program Procedures Manual,” including but not limited to the following:
- a. Purchases are limited to a maximum transactional value of \$5,000.
 - a.b. Items listed in section 1509 subpart C (Centralized Purchasing Exceptions) may be approved by the Purchasing Manager without a transactional limit.
 - b.c. Splitting purchases to circumvent the cardholder’s dollar limitation is not permitted.
 - e.d. Under no circumstances are P-cards to be used for personal use.

In instances where a supplier will only accept credit card (e.g. Amazon.com, Costco, etc.) and the amount exceeds \$5,000, the p-card may be authorized as a method of payment if the RSS process has been completed and have received all necessary approvals.

- D. Virtual Payment: Virtual payment is a feature offered through a third-party payment processor that enhances the accounts payable process at no additional cost to the District. Virtual pay allows District vendors to opt into the program to receive payment electronically through a third-party platform. Advantages include a

streamlined approval and payment process for both the District and the vendor, as well as enhanced fraud protections for both parties. All District payments may be authorized using virtual pay if the following conditions are met:

- a. All District policies for procurement and payment have been followed and completed.
- b. All District approvals for the procurement and authorization for payment has been completed.
- c. Vendor has opted into the program and been approved by the District and the third-party processing company.

§ 1506. Solicitation, Bidding and Award Process

Wherever possible, the District shall solicit bids, quotes or proposals for supplies and services needed, and establish procedures for competitive bidding.

Solicitation: formal bids are solicited through electronic software platform(s). Solicitations shall include a District defined scope of work (“SOW”) that will include detailed information including technical specifications, time of work, location and other critical information. SOW will be developed by technical staff with support from purchasing staff.

1. Solicitation and bid records shall be maintained via electronic software tools and shall comply with the District record retention policies.
2. Bid types and award selection

Invitation for Bid (“IFB”): IFB is the primary bidding method for goods and services where the District has a clearly defined schedule of services and materials required. IFB shall be awarded on the lowest price of the most responsive bidders.

Request for Proposal (“RFP”): RFP shall be the bidding method used for projects where the bidders may be required to develop a more defined approach to solve a District need. RFP shall be awarded based on a panel of evaluators that will use a basis of scoring that shall be clearly defined in the RFP.

Request for Qualifications (“RFQ”): This method is used for when the District determines a need to shortlist bidders to participate in the RFP process. Whenever possible, the District prequalifies contractors seeking to bid on Public Works projects. The prequalification procedure is based on the 1999 State Legislation and the Model Forms created by the Department of Industrial Relations (“DIR”).

Various contracts may be awarded on an “as-needed” basis. Awards may be issued to a single awarded vendor, or multiple vendors that best serves the needs of the District. Primary considerations for these types of awards are based on keeping the pricing competitive throughout the life of the contract, as well as ensuring timely delivery of materials and services, or to hold contractors to an agreed upon completion time, particularly when the District needs urgent response from the vendors. Contracts intended to carry this type of award shall be explained and outlined in the RFP/RFQ/IFB process so that all bidders are aware of the Districts’ intentions for the services requested.

Other: any project that is not using IFB or RFP shall require specific justification and be approved by the purchasing manager.

§ 1507. Change Orders. (M-4883, M-5035)

Change orders are issued to correct, change, or supplement a procurement method as defined in section 1505. To process a change order, the originating department will submit a procurement request.

All change orders shall be made within the approved budget set forth by the Board of Directors. Any changes must be made in accordance with section 705 of the Administrative Code, except those allowed under section 1509.A (emergency authorization).

Change orders that cause the order to exceed the General Managers’ authority, or those change orders in excess of the General Manager’s authorized approval level as defined in Section 1502, are subject to the Board of Directors approval with the following exceptions:

- A. Public Works Contracts, Professional Services and all other non-public works contracts:
 1. Cumulative changes that are less than \$100,000 or 10% of the current approved board amount, whichever is lesser, on new or un-budgeted items.
 2. Changes for tax and/or mandated regulatory fees.
- B. Cumulative changes that exceed those limits listed in part “A” above, may be initially authorized by the General Manager, followed by

ratification of the changes by the Board of Directors at the next regular Board Meeting.

- C. General Manager to provide updates on number and amount of change orders authorized on a monthly basis.

To maintain proper internal control systems, and due to the various circumstances that create the need for a change order, the Purchasing Manager may review any request for a change order and determine that additional approval is required.

§ 1508. Agreement/Invoice Discrepancies.

If a discrepancy exists between the original agreement and the invoice, the following will apply: if the discrepancy is less than \$1,000, the Purchasing Manager's approval to pay will be sufficient for payment processing; if the discrepancy is greater than \$1,000, the originator will process a change order as outlined in Section 1507 above.

§ 1509. Procurement Method Exceptions.

- A. Emergency Purchases and Repairs. (M-4883)

Emergency purchases are an exception to the procedures noted herein and are those purchases requiring immediate action as a result of unforeseen circumstances. Such purchases should be held to an absolute minimum. An emergency is defined as an unforeseen crisis or incident which requires immediate action and the acquisition of goods or services to forestall a shutdown of essential services; to avoid a threat to public health, safety, or welfare; or to avoid serious damage to property.

Emergency repairs are defined as those repairs or rehabilitation where, in the opinion of the General Manager, or Assistant General Manager, or the Director of Operations, or Director of Information Technology, based on situation, a delay would adversely affect water or sewer service, threaten the health and safety of the public, or compromise the integrity or security of District facilities, or is likely to result in fines, penalties or other regulatory actions, sanctions or substantial monetary impact. (example: main break; sewer spill, etc.)

Emergency purchases over \$100,000 must be ratified by the Board of Directors at the next regular Board Meeting.

- B. Sole Source Procurement.

The following types of purchases are deemed to be Sole Source purchases. A written justification explaining why the sole source is necessary to satisfy the needs of the requester is required.

Purchases shall be awarded following the guidelines outlined in Section 1503 unless one or more of the following conditions are met:

1. Non-competitive: product or service is only available from one manufacturer or designated sales/service representative. The item(s) or service(s) has unique design and/or performance specifications that have not been found in similar products.
2. Product Testing/Validation: This product is requested in order that a field test, pilot test, or experiment may be made to determine the product's suitability for future use.
3. District Standard: The requested product or service has been selected and approved by the District for exclusive use based on factors including cost, safety, implementation/training, substantial customer impact or compatibility with other District systems and equipment. District Standards must be approved by the General Manager or designee.
4. Emergencies: conditions as defined in Section ~~1508~~1509.A that make a competitive purchase unfeasible.
5. Follow-up Service: Only one vendor is able to make on-call repairs at a particular location and/or vendor previously inspected the product and it is impracticable/uneconomical to have another vendor to perform the service.
6. General Manager Exemption: Pursuant to California Contract Code section 4525 and 4526, professional services may be awarded without bidding provided a fair and reasonable price was properly determined. Must be approved by the General Manager or his/her designee.
7. Other: explain in detail why this vendor is the only source able to provide this product/service (may require legal review).

Once an item has been deemed approved for sole source procurement, the justification for additional procurements may remain in effect for a period not to exceed 24 months. If the items need is continued for more than 24 months, items shall be reviewed if the justification is still valid. If found to still be valid, new justification and approval must be provided prior to continued sole source procurement.

The final determination regarding whether competitive bidding is or is not advantageous rests with the Purchasing Manager.

C. Centralized Purchasing Exceptions. (M-4258, M-4883, M-5035)

All purchases of materials, goods and services on behalf of the District are only valid if procured with an authorized agreement pursuant to the procedures and policies set forth herein. Purchases of the item types below that do not require purchase order authorization are limited to the following:

1. Travel Advances/reimbursements.
2. Prepaid travel expenses, such as airfares, hotel registration, etc.
3. Temporary labor employment services payments
4. Utility services (e.g. gas, electric, water).
5. Meal reimbursements.
6. Petty cash purchases/replenishment.
7. Purchases not exceeding \$500 where P-cards are not accepted
8. Investment and debt service payments (e.g. COP interest, investment transfers) – not consulting or management firms.
9. Health benefits & employee pass through benefits (staff health/life insurance, retirement plans, etc.)
10. Insurance payments (e.g., workers comp, general liability, etc.)
11. Dues and subscriptions, claims, permits, and mandatory governmental agency tax, fee, charge, etc.
12. Sponsorships, scholarships or other District supported community events reviewed by the board
13. Interagency agreement payments (e.g. water purchases)
14. Employee reimbursements (e.g. seminars, training, boots, education, etc.).
15. Postage.

16. Classified, legal and display advertisement. – under \$10,000
17. Board of Directors Election filing costs.
18. Water Purchases from other agencies or sources.
19. Emergencies as declared by the General Manager for items during Emergency Operations Committee (EOC) activation that are related to the EOC.

All of the exceptions listed above, however, are subject to approval by the General Manager or designee.

FD. Petty Cash Purchases.

The basic premise for petty cash purchases is that it can be less expensive to pay for small non-repetitive purchases with cash rather than by check. The maximum petty cash expenditure allowed by District policy is \$250.00. Splitting purchases in order to utilize petty cash rather than standard purchasing procedures is not permitted.

GE. Documentation for Procurement Method Exceptions.

This following requirement applies to B, C and D above within this section. Documentation for procurement method exceptions must be furnished by the originating department. The reason for a procurement method exception should be based on all available and pertinent facts and not on personal preferences. The Purchasing Manager is responsible for making the final determination for the procurement method exceptions and appropriate documentation. The written documentation will become a part of the permanent purchasing record.

§ 1510. **Receiving Location.** (M-5035)

The warehouse at District headquarters is the primary receiving location for incoming and outgoing shipments. The warehouse is the single storage facility for inventory

materials and may be used as a temporary supplemental storage facility for staff as space allows, and as approved by the purchasing manager. Inventory materials shall be maintained by warehouse staff using electronic inventory management software. Materials shall be issued to staff on an ~~as-needed~~as-needed and approved basis. Material replenishments and orders shall comply with the procurement policies outlined above.

Non-Inventory materials ordered by staff may be delivered directly to a designated area or District location, such as a treatment plant, based on District needs (e.g. chemicals, tools, equipment, etc.)

§ 1511. Surplus Materials Property. (M-1374, M-4258, M-4883, M-4937)

Surplus materials are defined as any unnecessary, obsolete or excess supplies, materials, tools, vehicles, equipment, assets or furniture that has been replaced or retired due to damage, age or change in District's standards and/or specifications. The methods used by staff to define surplus include:

1. Change in the District's standards or specification
2. Changes in State or Federal Law that prevents further use by the District
3. Damaged/obsolete products, or that pose a safety risk, including expired materials
4. Materials by departments that have not been used in 36 months will be identified by source department, then reviewed by operations and engineering staff for validation that product is no longer required.
5. Other materials identified by staff that require specific justification – (software/hardware no longer supported, voided warranty, etc.)

A single item, or grouping of similar items with an estimated current value of \$50,000 or more must be declared surplus by the Board of Directors and disposed of by means of:

1. Formal or informal sale or auction;
2. Exchange or trade; or
3. Scrapping if appropriate based on circumstances.

The method used will take into consideration market trends, demand, economics and convenience. Items under \$100,000 must be declared surplus by the General Manager prior to disposal, using the same means discussed above. A collection of unique and separate items

being considered for surplus, that are individually less than \$50,000, may be approved by the General Manager.

§ 1512. Publication & Electronic Approvals & Signing Authority.

- A. A notice inviting bids required to be published in accordance with Public Contract Code section 20642 shall be published on an established e-procurement/electronic bidding system or pursuant to Government Code section 6061, at the discretion of the General Manager or his designee. All other public advertisements shall also comply with this section.
- B. Where possible, electronic workflow and signature approvals may be used in lieu of ink signatures using an approved electronic signature software tool. Software must have adequate ID and encryption security and must be approved by the Director of IT.
- C. Signing Authority: No agreements shall be made or agreed to by staff, verbally or otherwise, on behalf of the District unless express consent is provided by either the Board of Directors or the General Manager. Signed documents must be completed only by authorized staff using approved District forms or be sent for legal review and approval prior to execution of documents. Any employee signing documents without proper authority will be subject to disciplinary action. Documents include but are not limited to:
 - a. Quotes/Estimates
 - b. Purchase agreements, contracts
 - c. Memorandum of Understanding, letter agreements
 - d. Other legally binding agreements

§ 1513. Cooperative Purchases.

The District will enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common, or shared goods and services. The District supports the use of cooperative bidding/ “piggybacking” contracting to utilize contracts awarded by the United States of America, any state, municipality, or public agency where it is in the District’s best interest to do so. Evidence of the competitive bidding process conducted by the other political jurisdiction must be obtained and kept on file to support the requisition or purchase order. Cooperative purchasing examples are purchase of fuel, office supplies, vehicles and auto parts. Cooperative purchases with other governmental entities are supported.

§ 1514. Unauthorized Purchases.

Purchase documents shall be issued prior to ordering supplies, equipment and services. There will be no “after the fact” processing for work already done or materials already ordered.

Except for emergencies or authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without the use of an authorized procurement method. Otherwise:

- A. Such purchases may be void and not considered an obligation of the District;
- B. Invoices without an authorized purchase order may be returned to the vendor unpaid;
- C. Any person making an unauthorized purchase on behalf of the District may be held liable to the extent allowed by law and may be subject to disciplinary actions.

§ 1515. Conflicts of Interest.

No employee, officer, or agent of the District may participate in the selection, award, or administration of an agreement if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. No officer, employee or agent (including consultants) of the District, engaged in the award and administration of contracts shall participate in the preparation of specifications, selection, or in the award or administration of a contract if he or she has any potential or actual financial interest in such contract. District officers, employers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements. Any employee, officer or agent of the District found to have a conflict of interest will be subject to disciplinary actions as outlined in the employee handbook.

§ 1516. Review Audits.

Compliance with this policy is subject to review at any time by internal or external auditors. It is the responsibility of the District staff member (and their department head or authorized representative) initiating the purchase to maintain records of bids, bid procedures followed, contracts, sole source forms, change orders, and authorized signatures.



Elsinore Valley Municipal Water District

Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT WITH G.M. SAGER CONSTRUCTION CO., INC. & REGAN PAVING FOR ON-CALL STREET RESTORATION, MAINTENANCE, CURB/GUTTER/SIDEWALK REPLACEMENT, INCLUDING RESTORATION AT DISTRICT FACILITES

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

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

1. Approve Amendment No. 3 to the Contract Services Agreement with G.M. Sager Construction Company, Inc. and Regan Paving for On-call Street Restoration & Maintenance, Curb/Gutter & Sidewalk Replacement Services, Including Restoration at District Facilities in the amount of \$225,000; and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

On November 26, 2019, the Board approved two Contract Services Agreements for three years inclusive of extensions for a total amount of \$750,000 with G.M. Sager Construction Company, Inc. (G.M. Sager) and with Regan Paving. The scope of services included on-call removal and replacement of asphalt roadway, removal and replacement of concrete curb, gutter and sidewalk, slurry seal of asphalt roadways, driveways and parking lots, road marking and striping, and grind/overlay services. The scope also includes pavement restoration at District facilities.

On June 23, 2020, under the General Manager's authority, staff added an additional \$25,000 to the contract for Regan Paving as Amendment No. 1.

Typically, planned asphalt repairs cost under \$1,500, however due to several unforeseen issues, and emergencies, several larger repairs were required and the asphalt contracts funds are nearly depleted. A representative sample of the projects are as follows:

<u>Project Description</u>	<u>Amount</u>
Grand Avenue, Wildomar: Sewer Sink Hole Repair	\$24,525.00
Arnold Avenue: Watermain Repair	\$39,340.00
Clinton Keith/Wildomar Trail: Emergency Blowout Repair	\$47,805.00

Staff is requesting additional funds in the amount of \$225,000. It is anticipated that the additional funds will last until the beginning of the next fiscal year.

Staff presented this item at the November 1, 2021 Engineering and Operations Committee meeting and the Committee and staff recommend that the Board approve amendments to the Contract Services Agreement with G.M. Sager Construction Company, Inc. and Regan Paving in the amount of \$225,000, for a total amount of \$1,000,000.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within Budget – All costs associated with on-call street restoration services will be charged to previously budgeted operations and maintenance repair accounts.

Originated by: Jase Warner – Operations

Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

G.M. Sager Construction Company, Inc. Amendment
Regan Paving Amendment

**AMENDMENT NO.3 TO THE CONTRACT SERVICES AGREEMENT FOR ON-CALL
STREET RESTORATION & MAINTENANCE, CURB/GUTTER & SIDEWALK
REPLACEMENT SERVICES**

1. PARTIES AND DATE

This Amendment No.3 to the Contract Service Agreement for the On-Call Street Restoration & Maintenance, Curb/Gutter & Sidewalk Replacement Services is made and entered into as of this day of _____ (“Effective Date”) by and between the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a municipal water district created pursuant to the provisions of the California Water Code sections 71000 *et seq.*, (“District”) and Regan Paving (“Contractor”). District and Contractor are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

2. RECITALS

- 2.1 The District and the Contractor have entered into an agreement, dated November 26, 2019 for the purpose of providing street restoration & maintenance, curb/gutter and sidewalk replacement services (the “Master Agreement”).
- 2.2 The District and the Contractor have entered into an Amendment No.1 to the Master Agreement, dated June 23, 2020 for the purpose of adding additional compensation to the Master Agreement.
- 2.3 The District and the Contractor have entered into an Amendment No.2 to the Master Agreement, dated July 30, 2020 for the purpose of adding additional compensation to the Master Agreement.
- 2.4 The Parties now desire to amend the Master Agreement in order to add additional compensation of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree as follows:

3. INCORPORATION OF RECITALS:

- 3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

- 4.1 The maximum compensation for services performed pursuant to this Amendment No.3 to the Master Agreement is hereby amended and shall not exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), thereby increasing the total not to exceed compensation of the Master

Agreement to the amount of One Million Dollars (\$1,000,000.00). Work shall be performed at the rates set forth in the Master Agreement.

- 4.2 Except as amended by this Amendment No.3, all other terms, conditions, and provisions of the Master Agreement, as amended by Amendment No.1 and Amendment No.2, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No.3.
- 4.3 The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.
- 4.4 This Amendment No.3 may be signed in counterparts, each of which shall constitute an original.

[signatures on following page]

**SIGNATURE PAGE TO
AMENDMENT NO.3 TO THE CONTRACT SERVICES AGREEMENT FOR ON-CALL
STREET RESTORATION & MAINTENANCE, CURB/GUTTER & SIDEWALK
REPLACEMENT SERVICES**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.3 on the Effective Date first herein above written and caused this Amendment No.3 to become effective by their respective endorsements below:

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT:**

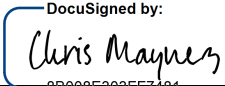
By: _____

Name: _____

Title: _____

Dated: _____

REGAN PAVING:

By:  _____
8B000E303FF7401...

Name: Chris Maynez

Title: production manager

Dated: october 26, 2021

**AMENDMENT NO.2 TO THE CONTRACT SERVICES AGREEMENT FOR ON-
CALL STREET RESTORATION & MAINTENANCE, CURB/GUTTER & SIDEWALK
REPLACEMENT SERVICES**

1. PARTIES AND DATE

This Amendment No.2 to the Contract Service Agreement for the On-Call Street Restoration & Maintenance, Curb/Gutter & Sidewalk Replacement Services is made and entered into as of this day of _____ (“Effective Date”) by and between the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a municipal water district created pursuant to the provisions of the California Water Code sections 71000 *et seq.*, (“District”) and G.M. Sager Construction Company, Inc., a Corporation (“Contractor”). District and Contractor are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

2. RECITALS

- 2.1 The District and the Contractor have entered into an agreement, dated November 26, 2019 for the purpose of providing On-Call Street Restoration & Maintenance, Curb/Gutter & Sidewalk Replacement Services (the “Master Agreement”).
- 2.2 The District and the Contractor have entered into an Amendment No.1 to the Master Agreement, dated October 20, 2020 for the purpose of adding additional compensation and extending the term of the Master Agreement.
- 2.3 The Parties now desire to amend the Master Agreement in order to add additional compensation to the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree as follows:

3. INCORPORATION OF RECITALS:

- 3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

- 4.1 The maximum compensation for services performed pursuant to this Amendment No.2 to the Master Agreement is hereby amended and shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of One Million Dollars (\$1,000,000.00). Work shall be performed at the rates set forth in the Master Agreement.

- 4.2 Except as amended by this Amendment No.2, all other terms, conditions, and provisions of the Master Agreement as amended by Amendment No.1, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No.2.
- 4.3 The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.
- 4.4 This Amendment No.2 may be signed in counterparts, each of which shall constitute an original.

[signatures on following page]

**SIGNATURE PAGE TO THE
AMENDMENT NO.2 TO THE CONTRACT SERVICES AGREEMENT FOR ON-
CALL STREET RESTORATION & MAINTENANCE, CURB/GUTTER & SIDEWALK
REPLACEMENT SERVICES**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.2 on the Effective Date first herein above written and caused this Amendment No.2 to become effective by their respective endorsements below:

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

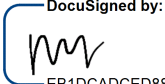
By: _____

Dated: _____

Title: _____

Dated: _____

**G.M. SAGER CONSTRUCTION COMPANY,
INC.:**

By:  _____
EB4DCADCE8846F...

Name: Michael Sager _____

Title: Vice President _____

Dated: October 26, 2021 _____



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 23, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: ANDY MORRIS - ACWA JPIA & ACWA FALL CONFERENCE

STRATEGIC GOAL

Build Recognized Value
Elevate Communications
Expand Collaboration, Innovation and Relationships

RECOMMENDATION

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

1. Approve Travel Authorization in the amount of \$2,244.82 for Andy Morris' attendance at ACWA JPIA & ACWA Fall Conference; and
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

A Travel Reimbursement Authorization Request (TRAR) was approved by the Board on September 23, 2021 in the amount of \$1,398.52 for Director Andy Morris to attend the ACWA JPIA & ACWA Fall Conference in Pasadena, CA from November 29 – December 2, 2021. Director Morris initially intended to travel to the conference each day and did not require hotel accommodations. Hotel accommodations are now needed through the host hotel. The revised TRAR includes hotel expenses and mileage has been adjusted accordingly. In accordance with the EVMWD Administrative Code 512.A.4, Board of Directors' approval is required.

Staff requests approval of the additional expenses as shown on the revised TRAR# 22-024-914 in the amount of \$2,244.82.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

- Within Budget – Yes

Originated by: Susie Evans – Administration

Reviewed by: Terese Quintanar – Administration

Attachments:

TRAR 22-024-914 Revised

**EVMWD Board of Director
Travel Reimbursement Authorization Request**

Control No.: 22-024-914

Director Name: Andy Morris Employee No.: 914
 Event Description: ACWA JPIA & ACWA Fall Conference
 Purpose/Benefit: JPIA meeting, statewide issue forums, roundtable talks, & region discussions along with water management topic sessions, crisis communications, & affordable drinking water issues.
 Location: Pasadena, CA
 Dates: Nov 29 - Dec 2, 2021 Department: Director

A) REGISTRATION COST

Event Registration: Association of California Water Agencies No. of Days: 4
Registration Cost: \$725.00

B) TRAVEL COST

I) ACCOMMODATION Hotel: Hilton Pasadena (Host Hotel) No. of Nights: 4 Cost/night: \$242.00
Accommodation Cost: \$968.00

II) TRANSPORTATION

Air Travel Cost: \$0.00 Total Mileage: 147 Vehicle: personal
 Baggage Cost: \$0.00
 Ground Transport: \$50.00 (x 0.56): \$82.32
Transportation Cost: \$132.32

III) MEALS IRS Per Diem: Sun-\$49.50, Mon-\$66, Tue-\$66, Wed-\$5, Thu-\$33 **Meal Cost:** \$219.50


IV) MISCELLANEOUS (including parking, internet charges, training materials, etc.) **Misc. Cost:** \$200.00

C) TOTAL COST

G/L Account No.: 15-110-110 / 51105 Budget Available (Y/N): Y
TOTAL EVENT COST: \$2,244.82

D) BOARD MEMBER ACKNOWLEDGEMENT

I, **Andy Morris**, acknowledge that I understand that submitting a Travel Request form for approval with total costs falling at or below \$500.00 and subsequently submitting actual costs totaling more than \$500.00 will require Board approval before any unauthorized costs are reimbursed or I may choose to receive only the previously approved amount.


Board Member Signature:  Date: Nov 10, 2021

E) ADVANCES

Payee: _____ Amount Requested: _____
 Date Needed: _____ Account No.: _____

F) APPROVALS

REQUIRES BOARD APPROVAL: YES NO

Approved	Signature	Date	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u></u>	<u>Nov 10, 2021</u>	GM/AGM APPROVAL
YES <input type="checkbox"/> NO <input type="checkbox"/>	_____	_____	BOARD APPROVAL

Signature

Jan-21

**EVMWD Board of Director
Travel Reimbursement Authorization Request**

Control No: 22-024-914

Director Name: Andy Morris Employee No.: 914
 Event Description: ACWA JPIA & ACWA Fall Conference
 Purpose/Benefit: JPIA meeting, statewide issue forums, roundtable talks, & region discussions along with water management topic sessions, crisis communications, & affordable drinking water issues.
 Location: Pasadena, CA
 Dates: Nov 29 - Dec 2, 2021 Department: Director

A) REGISTRATION COST
 Event Registration: Association of California Water Agencies No. of Days: 4
Registration Cost: \$725.00

B) TRAVEL COST

I) ACCOMMODATION Hotel: n/a No. of Nights: 0 Cost/night: \$0.00
Accommodation Cost: \$0.00

II) TRANSPORTATION
 Air Travel Cost: \$0.00 Total Mileage: 592 Vehicle: personal
 Baggage Cost: \$0.00
 Ground Transport: \$0.00 (x 0.56): \$331.52
Transportation Cost: \$331.52

III) MEALS IRS Per Diem: Mon-\$38, Tue-\$66, Wed-\$5, Thu-\$33 **Meal Cost:** \$142.00

IV) MISCELLANEOUS (including parking, internet charges, training materials, etc.) **Misc. Cost:** \$200.00

C) TOTAL COST
 G/L Account No.: 15-110-110 / 51105 Budget Available (Y/N): Y
TOTAL EVENT COST: \$1,398.52

D) BOARD MEMBER ACKNOWLEDGEMENT

I, **Andy Morris**, acknowledge that I understand that submitting a Travel Request form for approval with total costs falling at or below \$500.00 and subsequently submitting actual costs totaling more than \$500.00 will require Board approval before any unauthorized costs are reimbursed or I may choose to receive only the previously approved amount.

Board Member Signature: *AM* Date: Sep 14, 2021

E) ADVANCES
 Payee: _____ Amount Requested: _____
 Date Needed: _____ Account No.: _____

F) APPROVALS

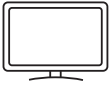
REQUIRES BOARD APPROVAL: YES NO

Approved	Signature	Date	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u><i>AM</i></u>	<u>Sep 14, 2021</u>	GM/AGM APPROVAL
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u>Christy Gonzalez</u>	<u>Sep 24, 2021</u>	BOARD APPROVAL 9/23/21 5-0

Signature

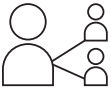
Jan-21

REGISTRATION, MEALS AND HOTEL PRICING SHEET



REGISTER ONLINE

Register online by **November 19, 2021** at www.acwa.com to take advantage of the advance pricing.



REGISTER ON SOMEONE'S BEHALF

Select from a list of people affiliated with your company in your account. If the registrant is not listed, you will need to create a Portal profile for the registrant before registering.

REGISTRATION OPTIONS <i>Advantage pricing applies to ACWA public agency members, associates & affiliates. Standard pricing applies to non-members of ACWA.</i>	ADVANCE DEADLINE: 11/19/21		ONSITE	
	ADVANTAGE	STANDARD	ADVANTAGE	STANDARD
Full Conference Registration & Meals Package	\$725	N/A	N/A	N/A
NEW! Package Add-On: On-Demand Conference Recordings Bundle	\$159	N/A	N/A	N/A
Full Conference Registration Only (meals sold separately)	\$580	\$870	\$610	\$915
One-Day Conference Registration (meals sold separately) Wednesday: Includes Welcome Reception on Tuesday night	\$345	\$520	\$365	\$545
Guest Conference Registration (meals sold separately) Guest registration is not available to anyone with a professional reason to attend.	\$75	\$75	\$75	\$75
NEW! On-Demand Conference Recordings Includes on-demand access to all recorded sessions after the live conference.	\$205	\$305	\$205	\$305
NEW! LIVE Virtual Conference Pass (+2 weeks On-Demand access) Includes virtual access to live streamed conference sessions PLUS 2 weeks on-demand access to all recorded sessions after the live conference.	\$385	\$575	N/A	N/A
MEAL FUNCTIONS	ADVANCE		ONSITE	
Wednesday Opening Breakfast - December 1	\$50		\$55	
Wednesday Networking Luncheon - December 1	\$50		\$55	
Wednesday Dinner & Entertainment - December 1	\$75		\$80	
Thursday Continental Breakfast in Exhibit Hall - December 2	\$40		\$45	
Thursday Luncheon - December 2	\$55		\$60	

HOTEL INFORMATION

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rate. **Conference special rate is available September 7 - November 1**, based on availability.

HOTEL & ROOM RATES

The Westin Pasadena, 191 N. Los Robles Avenue
Single/Double \$199 per night*

Hilton Pasadena, 168 S. Los Robles Avenue
Single \$209 per night* | Double \$219 per night*

Hyatt Place Pasadena, 399 E. Green Street
Single/Double \$219 per night*

* Subject to applicable state/local taxes & fees

Deadline for group rate is November 1, 2021

IMPORTANT DATES

The conference hotel room block opens on September 7.

For those **registering for conference prior to September 7**, information on how to reserve your hotel room will be provided via e-mail on September 7.

For those registering for conference from **September 7 to November 1**, your **confirmation e-mail** will include the information on how to reserve your hotel room and an opportunity to receive a conference special hotel rate.

QUESTIONS?

Email us at events@acwa.com

Registration Cancellation Deadline: November 19, 2021 4:30 p.m. (PT)

Conference terms and conditions available at acwa.com in the event section.

★ Agenda items marked with this symbol will be accessible with the Virtual Conference Pass.
 Note: Tuesday Committee meetings will not be available with the Virtual Conference Pass.

ACWA JPIA - MONDAY, NOV. 29

- 8:30 – 10:00 AM**
 - ACWA JPIA Program Committee
- 10:15 – 11:15 AM**
 - ACWA JPIA Executive Committee
- 1:30 – 4:00 PM**
 - ACWA JPIA Board of Directors
- 4:00 – 5:00 PM**
 - ACWA JPIA Town Hall
- 5:00 – 6:00 PM**
 - ACWA JPIA Reception

TUESDAY, NOV. 30

- 8:00 AM – 9:45 AM**
 - Agriculture Committee
- 8:00 AM – 6:00 PM**
 - Registration
- 8:30 AM – Noon**
 - ACWA JPIA Seminars
- 10:00 – 11:45 AM**
 - Groundwater Committee
 - Energy Committee
- 11:00 AM – Noon**
 - Outreach Task Force
- Noon – 2:00 PM**
 - Committee Lunch Break
- 1:00 – 2:45 PM**
 - Local Government Committee
 - Finance Committee
 - Water Management Committee
- 1:00 – 3:00 PM**
 - ACWA JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)
- 3:00 – 4:45 PM**
 - Communications Committee
 - Federal Affairs Committee
 - Membership Committee
 - Water Quality Committee
- 5:00 – 6:30 PM**
 - Welcome Reception in the Exhibit Hall

WEDNESDAY, DEC. 1

- 7:30 AM – 5 PM**
 - Registration
- 8:00 – 9:45 AM**
 - Opening Breakfast (*Ticket Required*) ★
- 8:30 AM – 6:00 PM**
 - Connect in the Exhibit Hall
- 10:00 – 11:00 AM**
 - Attorneys Program ★
 - Energy Committee Program ★
 - Finance Program ★
 - Region Forum ★
 - Statewide Forum ★
 - Water Industry Trends Program ★
- 11:00 AM – 1:00 PM**
 - Connect in the Exhibit Hall
 - Exhibitor Demonstrations
 - Networking Lunch (*Ticket Required*)
- Noon – 1:00 PM**
 - General Session/Election
- 1:15 – 2:45 PM**
 - Attorney Program ★
 - Communications Committee Program ★
 - Finance Program ★
 - Region Forum ★
 - Statewide Forum ★
 - Water Industry Trends Program ★
- 3:00 – 3:30 PM**
 - Ice Cream Break in the Exhibit Hall
- 3:30 – 4:30 PM**
 - **NEW!** Roundtable Talks
- 3:45 – 5:30 PM**
 - Legal Affairs Committee
- 5:00 – 6:00 PM**
 - Outreach Reception in the Exhibit Hall
- 6:00 – 7:00 PM**
 - CalDesal Hosted Mixer
 - Jacobs Hosted Reception
 - Women in Water Hosted Reception
- 7:00 – 10:00 PM**
 - Dinner & Entertainment (*Ticket Required*)

THURSDAY, DEC. 2

- 7:30 AM – 2:00 PM**
 - Registration
- 7:45 – 9:15 AM**
 - Regions 1-10 Membership Meetings
- 8:00 – 9:15 AM**
 - Networking Continental Breakfast in the Exhibit Hall (*Ticket Required*)
- 8:00 AM – Noon**
 - Connect in the Exhibit Hall
- 8:30 – 10:45 AM**
 - Ethics Training (AB 1234) - *Ltd. Seating*
- 9:30 – 11:00 AM**
 - Attorneys Program ★
 - Federal Forum ★
 - Finance Program ★
 - Region Forum ★
 - Statewide Forum ★
 - Water Industry Trends Program ★
- 11:15 – 11:45 AM**
 - Prize Drawings in the Exhibit Hall
- Noon – 2:00 PM**
 - General Session Luncheon (*Ticket Required*) ★
- 2:15 – 3:15 PM**
 - Attorneys Program ★
 - Exhibitor Demonstrations
 - **NEW!** GM Forum ★
 - Special Forum ★
 - Water Industry Trends Program ★
- 3:30 – 4:30 PM**
 - Closing Reception

All conference programs are subject to change.

Last modified: November 1, 2021

Elsinore Valley Municipal Water District

Grants/Loans Activity Summary - As Of Nov 2021

I	Awarded (Completed)		\$	25,421,431	\$350,044,043
II	Current Projects		\$	228,965,612	
III	Pending Funding Agreement		\$	-	
IV	Submitted Applications		\$	-	
V	Future Pursuits		\$	95,657,000	

Funding: Project Name		PHASE						Funding *	Future Pursuits
		Future Application	Initiation	Planning/Design	Implementation	Final Stages	Complete		
TOTALS		6	1	5	3	1	15	\$ 254,387,043.00	\$ 95,657,000.00

I	Awarded (Completed)								
1	SRF: Regional Water Reclamation Facility Upgrade Design - Low interest loan est. 0% 10-year repayment						X	\$ 2,557,346	
	SRF: Regional Water Reclamation Facility Upgrade Design - Grant						X	\$ 500,000	
2	SRF: Regional Water Reclamation Facility SCADA Construction - Low interest loan est. 1.8% 20-year repayment						X	\$ 1,555,777	
	SRF: Regional Water Reclamation Facility SCADA Construction -Grant						X	\$ 1,555,776	
3	CDPH/SWRCB: Safe Drinking Water SRF Prop 1						X	\$ 4,500,000	
4	Wells Fargo/NFWF Environmental Solutions for Communities Grant						X	\$ 38,000	
5	DWR Water-Energy Grant						X	\$ 858,625	
6	BOR: Water Conservation Field Services Program So Call Office (SCAO)						X	\$ 75,000	
7	BOR: WaterSmart: Title XVI Reclamation and Reuse Program Feasibility Studies						X	\$ 150,000	
8	Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants						X	\$ 750,000	
9	BOR: Drought Contingency Planning Grant						X	\$ 115,000	
10	AMI Clean Water State Revolving Fund (SRF) Green Reserves Fund - Low interest loan 1.3% 20-year repayment						X	\$ 2,347,026	
11	AMI Clean Water State Revolving Fund (SRF) Green Reserves Fund						X	\$ 3,453,047	
12	County Water Company Temporary Connection						X	\$ 500,000	
13	BOR: Water Conservation Field Services Program						X	\$ 90,000	
14	BOR: System Optimization Review (SOR)						X	\$ 80,000	
15	SRF: Regional Water Reclamation Facility Expansion - Low interest loan est. 0% 10-year repayment						X	\$ 5,795,834	
	SRF: Regional Water Reclamation Facility Expansion Phase - Green Project Principal Forgiveness						X	\$ 500,000	
I: TOTAL AWARDED		0	0	0	0	0	15	\$ 25,421,431	\$ -
II	Current Projects								
1	DWR: Groundwater Sustainability Plan						X	\$ 1,000,000	
2	BOR: Palomar Well			X				\$ 300,000	

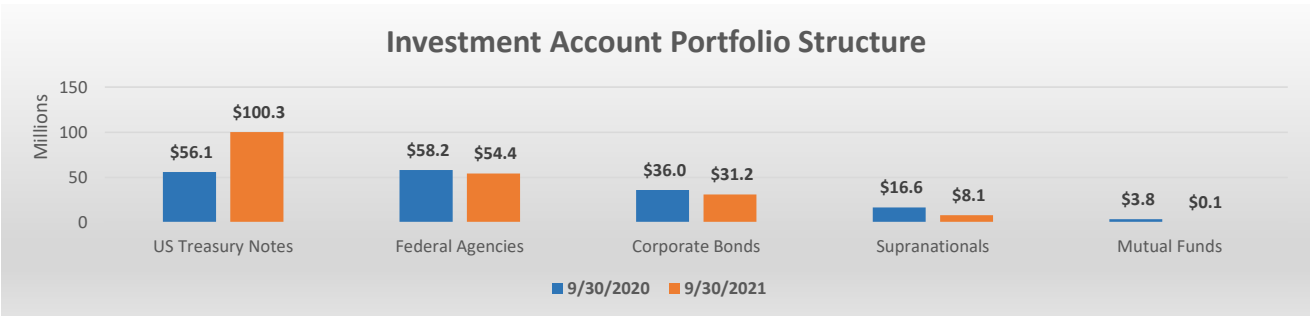
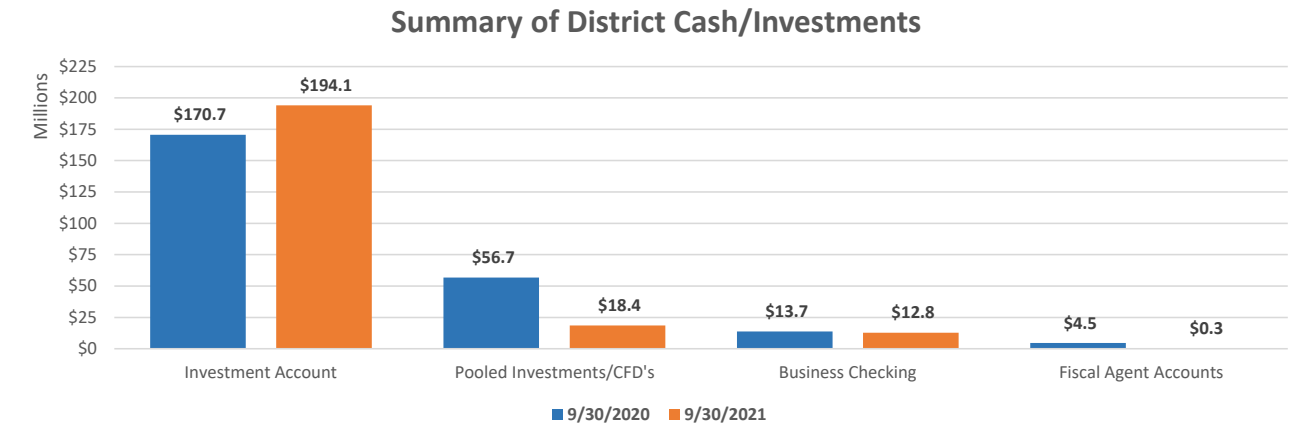
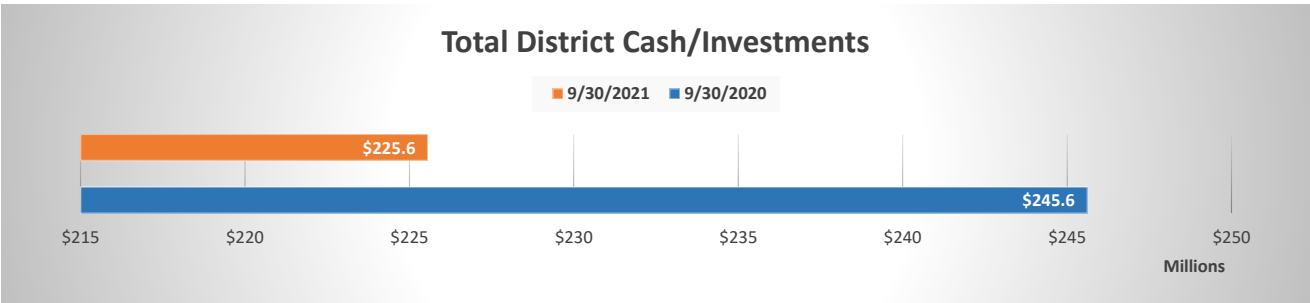
Elsinore Valley Municipal Water District

Grants/Loans Activity Summary - As Of Nov 2021

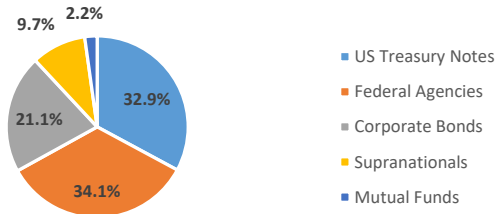
I	Awarded (Completed)								
		\$						25,421,431	
II	Current Projects							228,965,612	
III	Pending Funding Agreement							-	
IV	Submitted Applications							-	
V	Future Pursuits							95,657,000	
3	SRF: Regional Water Reclamation Facility Upgrades Construction Regional WRF - Low-Interest Loan				X			\$ 42,487,100	
3	SRF: Regional Water Reclamation Facility Upgrades Construction Regional WRF - Green Project Principal Forgiveness				X			\$ 3,500,000	
4	SARCCUP					X		\$ 3,044,580	
5	Title XVI BOR -Regional Expansion Planning/Design			X				\$ 909,936	
6	Regional WRF Expansion Construction Agreement Date October 2021			X				\$ 129,860,229	
7	Diamond Regional Sewer Lift Station and Dual Force Mains							\$ 36,540,937	
8	Local Hazard Mitigation Plan			X				\$ 125,000	
9	Rice Canyon Mitigation Efforts			X				\$ 1,897,766	
10	Title XVI BOR- Regional Expansion Construction Award Notice 1.19.2021							\$ 9,300,064	
II: TOTAL PENDING FUNDING AGREEMENT		0	0	5	3	1	0	\$ 228,965,612	\$ -
III	Pending Funding Agreement								
III: TOTAL PENDING FUNDING AGREEMENT		0	0	0	0	0	0	\$ -	\$ -
IV	Submitted Applications								
1	Septic to Sewer – Sedco Hills Planning		X						
IV: TOTAL SUBMITTED APPLICATIONS		0	1	0	0	0	0	\$ -	
V	Future Pursuits								
1	Lee Lake Dam/ and Basin	X						\$ 40,000,000	
2	Canyon Lake Masterplan Upgrades	X						\$ 30,000,000	
3	HT Canyon Treatment Plant Upgrades	X						\$ 15,800,000	
4	Water Line Replacement Program	X						\$ 5,000,000	
5	Integration of meters with AMI 3 Phases	X						\$ 600,000	
6	Replace/Rehab Mayhew Well	X						\$ 4,257,000	
V: TOTAL FUTURE PURSUITS		6	0	0	0	0	0	\$ -	\$ 95,657,000.00



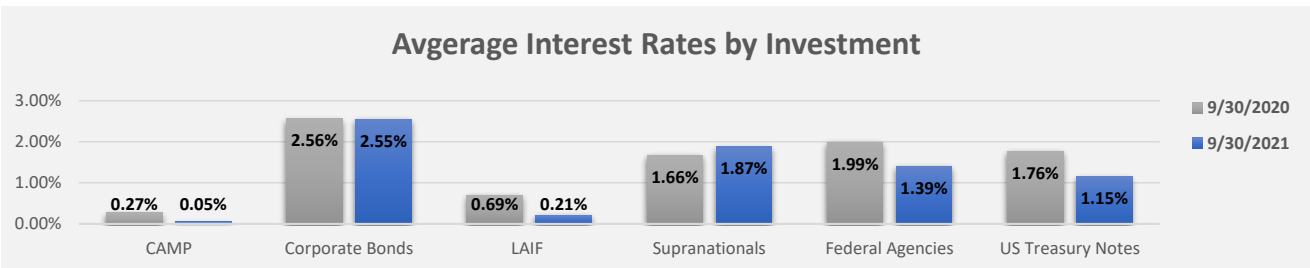
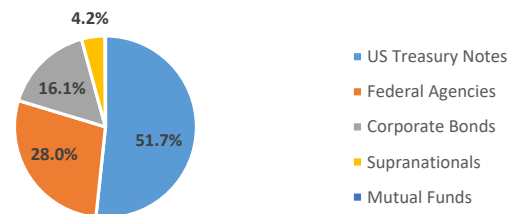
Cash & Investment Performance Measures



Portfolio Structure @ 9/30/2020



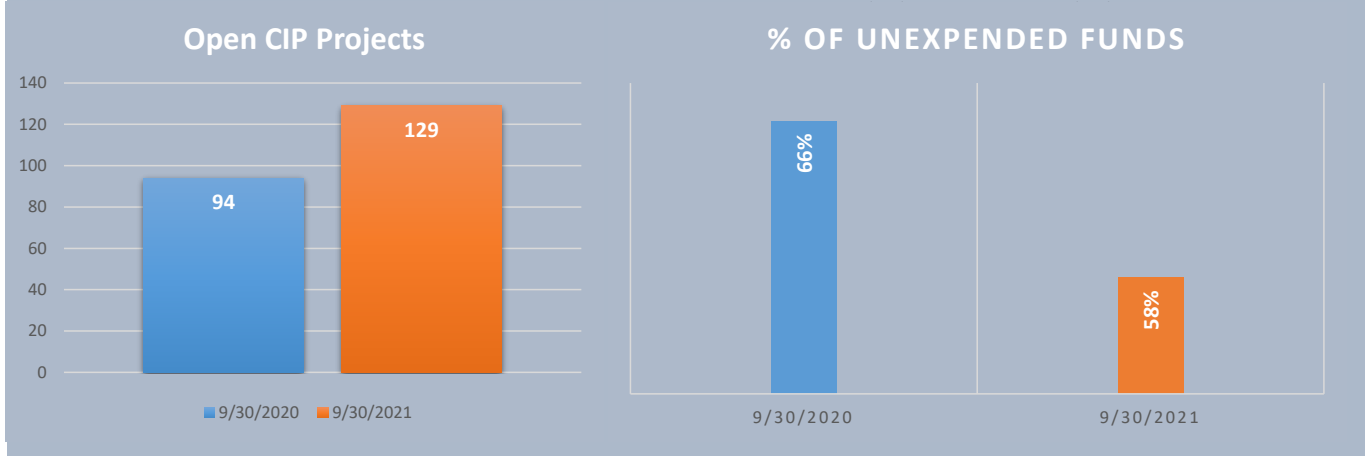
Portfolio Structure @ 9/30/2021





Construction Improvement Projects ("CIP") Measures

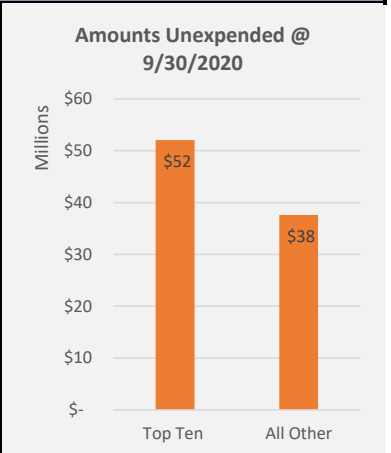
Summary of Open CIP Projects	Balance @ 9/30/2020	Balance @ 9/30/2021	Change
Amounts Funded	135,779,032	193,265,777	57,486,745
Amounts Expended	(46,116,923)	(81,225,415)	(35,108,491)
Net Unexpended Funds	89,662,108	112,040,362	22,378,254



Summary of Top Ten Open CIP Projects

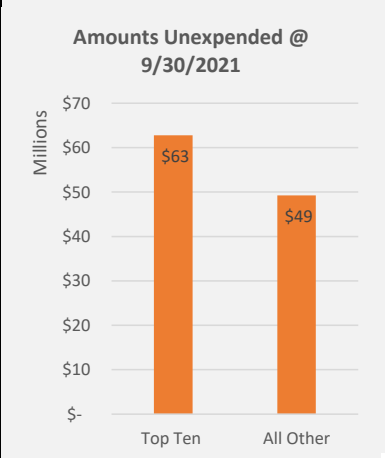
As of 9/30/2020

Project #	Project Name	Amount Unexpended	Unexpended Funds
75906	Desalter Project	\$ 15,998,000	17.84%
75937	Lee Lake Well Conversion	7,571,000	8.44%
C1902	Diamond Regional Lift Station Dual Force Main	6,230,000	6.95%
C2004	Mayhew Well (New)	4,200,000	4.68%
75882	Regional WRF Expansion Plan	3,354,000	3.74%
C2001	CLWTP Master Plan Phase I Improvements	3,272,000	3.65%
75940	Diamond Regional Lift Station	3,224,000	3.60%
C1801	McVicar Lift Station Force Main	2,939,000	3.28%
75892	Palomar Well	2,712,000	3.02%
75907	Mills Capacity Line	2,560,000	2.86%
Total Unexpended-Highest 10		\$ 52,060,000	58.06%



As of 9/30/2021

Project #	Project Name	Amount Unexpended	Unexpended Funds
75906	Desalter Project	\$ 15,998,000	14.28%
C2037	Horsethief WRF DB Rehab & Expansion	10,825,000	9.66%
C2004	Mayhew Well (New)	7,799,000	6.96%
C1902	Diamond Regional Lift Station Dual Force Main	6,188,000	5.52%
75854	RRCWRF DCS Conversion	4,487,000	4.00%
75937	Lee Lake Well Conversion	4,455,000	3.98%
C2001	CLWTP Master Plan Phase I Improvements	3,907,000	3.49%
75882	Regional WRF Expansion Plan	3,366,000	3.00%
C1801	McVicar Lift Station Force Main	2,939,000	2.62%
75892	Palomar Well	2,834,000	2.53%
Total Unexpended-Highest 10		\$ 62,798,000	56.05%

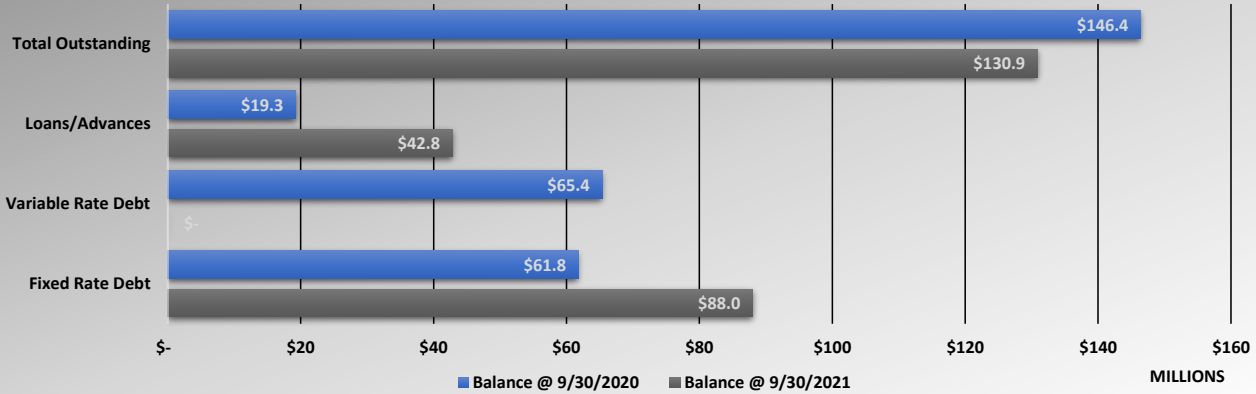




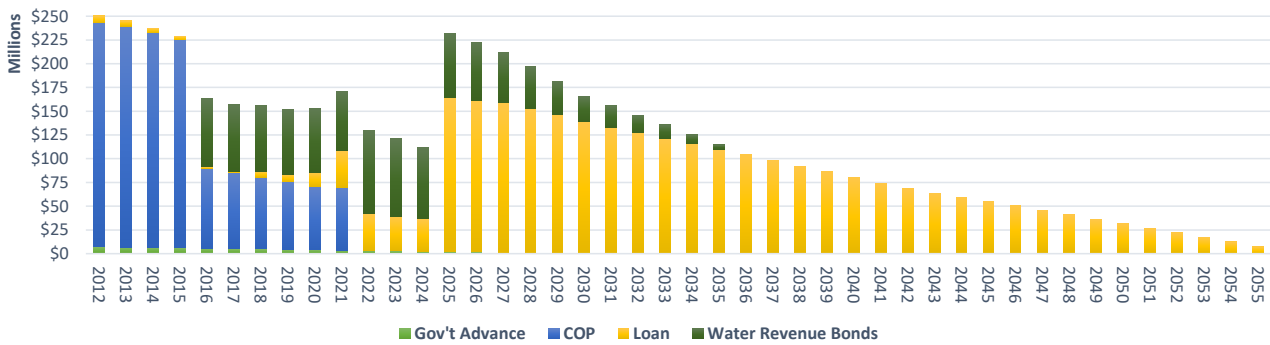
Debt Performance Measures

District Bond Ratings	Rating	Last Rating
Fitch	AA	June 2021
Moodys	Aa2	February 2016
Standard and Poor's	AA+	June 2021

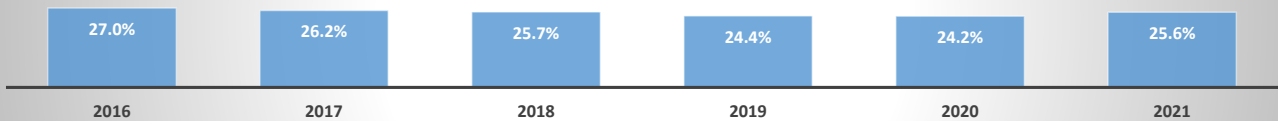
Principal Balance Outstanding



EVMWD Outstanding Debt By Type

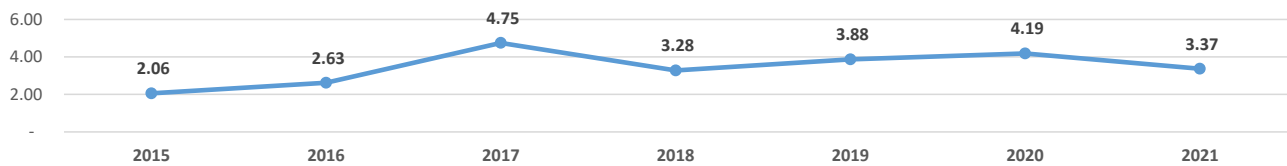


Debt/Asset Ratio



The **Debt to Assets Ratio** is an indicator of financial leverage. It tells you the percentage of total assets that were financed by creditors, liabilities, debt, etc. This ratio is calculated by dividing the District's total liabilities by its total assets. This provides creditors and rate payers with a general idea as to the amount of leverage being used by the District. The lower the percentage, the less leverage being used and the stronger the equity position.

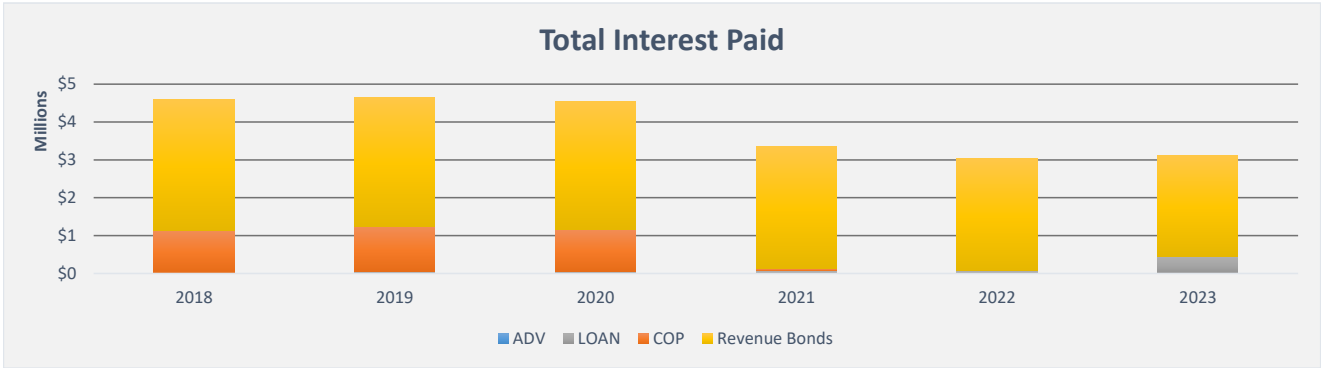
Debt Coverage Ratio



The **Debt Coverage Ratio** is defined as net income (excluding depreciation & debt service) divided by total debt service (principle & interest) and serves as a measure of the cash flow available to pay current debt obligations. Typically a DCR greater than 1 means the District has sufficient income to pay its current debt service. However, the closer to 1 the more vulnerable the District could be to a minor decline in cash flow making it difficult to make debt service payments. The District is required by bond covenants to maintain a DCR of at least 1.20.

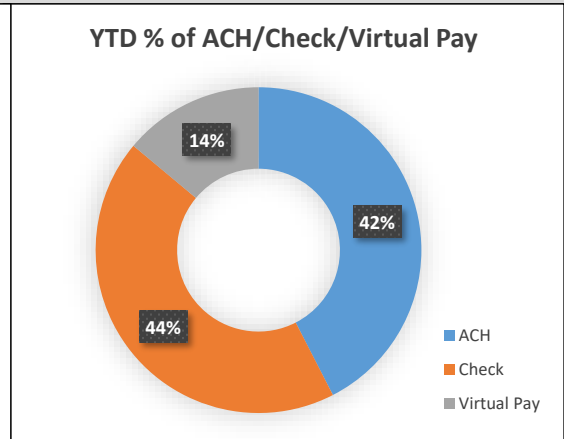
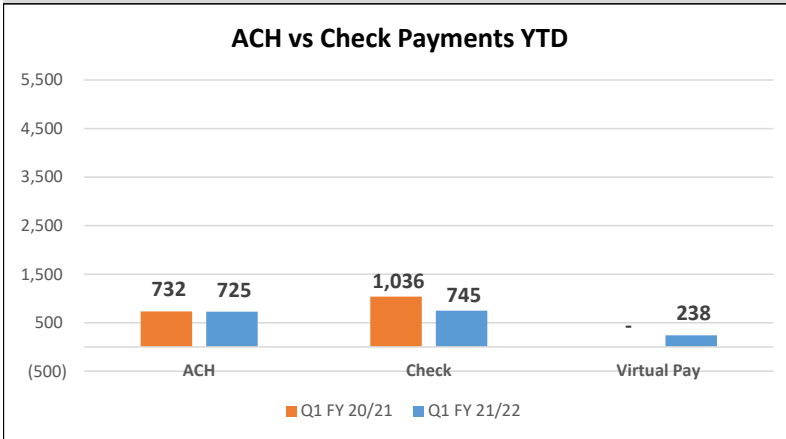
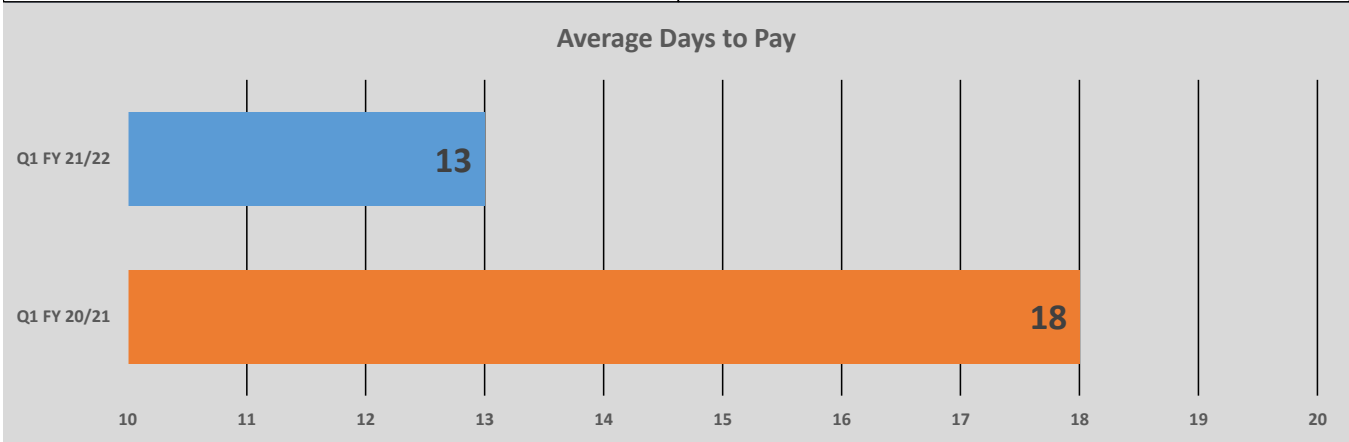
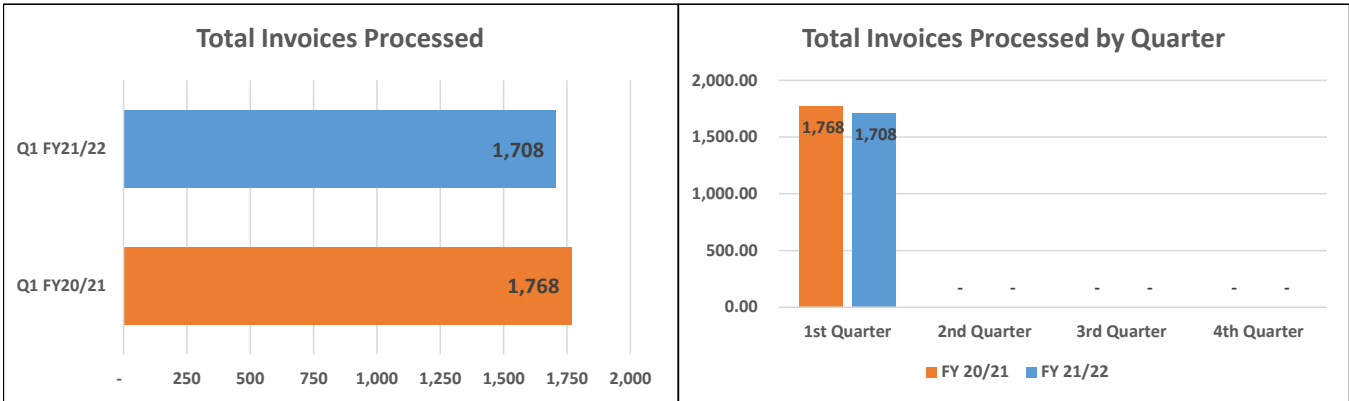


Debt Performance Measures Cont'd





Accounts Payable Performance Measures





**Rate Stabilization Reserves
As of 8/30/2021**

Per Admin Code §2953B, Rate Stabilization Reserves are established to accommodate unexpected operational changes, legislative impacts or other economic events that may affect the District's operations which could not have been reasonably anticipated at the time of budget preparation.

Target Level = 15-30% of operating expenses

