



AGENDA

ADJOURNED REGULAR MEETING OF THE BOARD OF DIRECTORS

December 16, 2021

9:00 AM

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

PLEDGE OF ALLEGIANCE AND INVOCATION

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. ELECTION OF OFFICERS

- A. Election of Officers for 2022

II. PUBLIC HEARING

- A. Consider Approval of the Elsinore Valley Subbasin Groundwater Sustainability Plan

III. 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 23, 2021



2. Minutes of the Regular Finance and Administration Committee Meeting of November 16, 2021
3. Minutes of the Regular Engineering and Operations Committee Meeting of December 6, 2021
4. Minutes of the Special Board Meeting of December 8, 2021
5. Payment Ratification Report
6. Resolution Reaffirming and Extending Findings and Determinations Under AB 361 for Continued Virtual Meetings
7. Reorganization of Board Committees
8. Adoption of Resolution Accepting Funds from the State Water Resources Control Board's California Water and Wastewater Arrearage Payment Program
9. Publication of Public Notice of Accumulated Unclaimed Monies for the Purpose of Transferring Unclaimed Monies to the District General Fund
10. Amendment No. 2 to the Contract Services Agreement with Advanced Chemical Transport, Inc. for Hazardous Waste Collection, Transport and Disposal
11. Contract Services Agreement with Weber Water Resources, LLC. for Permanent Equipment Installation at Diamond Well
12. A Professional Services Agreement with Carollo Engineers, Inc. for Updates to the Master Plans for Water, Sewer, and Recycled Water System Facilities
13. A Public Works Contract with Trinity Construction for the Palomar Well No. 2 Water Improvement Plans Project
14. A Five-Year Professional Services Agreement with Planetbids, Inc. For E-Procurement Services
15. Task Order No. 11 With Avidex Industries LLC for the Control Room Upgrades and Video Wall Implementation
16. A Master Services Agreement with Systems Integrated for Annual Maintenance & Support

IV. REPORTS

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

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



V. DIRECTOR'S COMMENTS AND REQUESTS

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

VI. CLOSED SESSION

- 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)

VII. ADJOURNMENT

In the interest of public health and safety, this meeting will be conducted in accordance with provisions of the Brown Act and Assembly Bill 361. 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: 834 2390 6099
Meeting Password: 92530

For Call-in Only:

Call: (720) 707 2699
Enter Meeting ID: 834 2390 6099
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.



Our Mission...

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

DATE: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: ELECTION OF OFFICERS FOR 2022

STRATEGIC GOAL

Protect Public Health and Environmental Resources
Build Recognized Value

RECOMMENDATION

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

1. Nominate a member to serve as President for 2022 or until a successor is elected;
2. Nominate a member to serve as Vice President for 2022 or until a successor is elected; and,
3. Nominate a member to serve as Treasurer for 2022 or until a successor is elected.

BACKGROUND

Nominations are taken during a Board meeting with a majority vote of all Directors electing the new officers. The new officers are seated during the meeting, with the new President conducting the remainder of the meeting.

Administrative Code Section 400, defining the role of the officers is attached for reference.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Not applicable.

Originated by: Terese Quintanar – Administration

Reviewed by: Christy Gonzalez – Administration

Attachments:

Administrative Code Section 400

SECTION 400. ORGANIZATION**§ 401. Board of Directors. (M-4987, M-5610)**

The District is governed by a five-member Board of Directors elected by the voters of the District from five separate Divisions.

All Powers, privileges, and duties vested in or imposed upon the District by law and the Municipal Water District Act shall be exercised and performed by the Board of Directors, except as such Board shall delegate executive, administrative and ministerial powers to officers and employees of the District, as hereinafter provided in this Administrative Code. The policy decisions of the Board constitute an action of the Board of Directors.

The Board of Directors has three (3) major responsibilities:

1. Promote the best interests of the District's customers by establishing policies that support the vision and mission of the District and by ensuring the implementation of those policies. Policies include the governing principles, plans and approved actions of the organization. Policy-making is the process of visionary planning and should reflect the broadest possible principles and provide parameters within which staff can operate. Policy-making sets the overall direction of the District.
2. Assure the fiscal health of the District. The Board establishes policies that ensure fiscal stability and the effective use of funds. In order to achieve this, the Board adopts a two-year budget covering the anticipated revenues and expenditures. Additionally, the Board annually adopts and monitors cash reserve and investment policies.
3. Hire a General Manager to manage the day-to-day operations for the effective operations of the District. The Board holds the General Manager accountable for the effective operational leadership and management of the District. It also has a responsibility to properly evaluate the General Manager on an annual basis.

§ 402. Officers. (R-1132, M-4987, M-5610)

The officers of the Board shall consist of the President, Vice-President, Treasurer and Secretary. They shall serve a one-year term or until their successors are elected or appointed. Elections shall be held the first regular meeting which occurs in December of each year.

- A. President. The President of the Board of Directors shall:
1. Preside over all meetings of the Board ensuring decorum and order using the following guidelines:
 - a. Remain as one member of the Board and has no rights or authority different from any other member of the Board.
 - b. Vote with the Board members and votes last on a roll call vote, when done verbally.
 - c. Be knowledgeable of material at hand.
 - d. Encourage open discussion.
 - e. Exhibit individual style and encourage diversity.
 - f. Chairs the meeting of the Board of Directors, calls the meetings to order, presides over the meeting, including the conduct of the Board of Directors and those in attendance, entertains and repeats motions properly before the Board of Directors, puts motions to a vote, and announces the result.
 - g. Acts as the ceremonial head or representative of the District at various civic functions.
 - h. Encourage public input at the appropriate time.
 - i. Is the designated spokesperson for the Board of Directors to the general public. The President may elect to appoint one of the other Board members to serve in this capacity.
 - j. Provide a stabilizing influence and provide consistent leadership.
 - k. Makes appointments to Ad Hoc Committees as necessary.
 - l. Coordinates efforts of committees.
 - m. Integrates committee work with that of the board.

- n. To the extent possible, the President advises the Board of any informal communication or correspondence sent or received regarding District business.
 - o. Regularly communicates with the General Manager and keeps other Board members fully informed on matters of District business.
 - p. Provides guidance to the Board fairly and impartially.
 - q. Suggest agenda items to management for future consideration by the Board or for a Committee.
 - r. Personally addresses the issues between the members of the Board. The Directors or the General Manager informs the President on any issue or concern brought to their attention.
 - s. May request to review Standing Committee, Study Session and Board Meeting agendas prior to distribution and posting.
2. Authenticate all official records of the District where required by law or as directed by a majority of the board.
 3. Represent the District at events and functions as requested by a majority of the Board.
 4. Solicits director inputs to committee appointments, balances needs, and presents results to board for any discussion and subsequent approval.
 5. Other duties and responsibilities as required or imposed by law or by a majority of the Board.

B. Vice President. The Vice President of the Board of Directors shall:

1. Exercise the powers and duties of the President if the President is absent or unable to act.
2. Remains as one member of the Board and has no rights or authority different from any other member of the Board.
3. In the event the position of the President is vacated prior to the expiration of the term, becomes the President for the remaining term, unless otherwise directed by the Board.

4. In the event of an early vacancy in the position of Vice-President, the Board determines, by vote, a replacement for the remaining term.
 5. The Vice-President serves in the capacity of the President of the Board of Directors in their absence.
 6. In the absence of the President, may request to review all Standing Committee, Study Session and Board Meeting agendas prior to distribution and posting.
- C. Treasurer. The Treasurer, or such other person or persons as may be authorized by the Board of Directors, shall draw checks or warrants to pay demands when such demands have been audited and approved in the manner prescribed by the Board of Directors. To the extent such other person or persons have been so authorized by the Board of Directors, then the Treasurer shall not assume fiduciary responsibility for such responsibilities, nor for any other responsibilities imposed upon the Treasurer by the State of California, provided such person or persons have given bonds to the District conditioned upon the faithful performance of their duties.
- D. Secretary. The Secretary shall:
1. Authenticate all official records of the District.
 2. Maintain in a safe location the official records of the District.
 3. Certify all records wherever required and where necessary.
 4. Perform such other duties and responsibilities as imposed upon the Secretary by law or by a majority of the Board of Directors.

The Board may appoint one or more persons to serve as Assistant Secretary to carry out the duties of the Secretary if the Secretary is absent or unable to act. The District Secretary/Administrative Services Supervisor normally fills this role due to certifications required.

§ 403. Committees. (R-06-03-07, M-4987, M-5610)

There may be committees created from time to time to take care of matters which arise and require committee study and recommendation. Standing Committees are established by resolution. Ad Hoc Committees are appointed by the Board President. Each committee, having authority only to recommend to the Board, shall meet at times to be agreed upon by the committee members and shall consider matters referred to it by the Board, or matters within the scope of its duties which are presented to it by its members or the General Manager. The committee format allows the Board to conduct its business more effectively.

General Guidelines:

1. Any standing committee may be formed, renamed, or have functions changed or terminated with approval of the Board.
2. A standing committee consists of two Board members. Standing committees are open to the public and subject to provisions of the Brown Act.
3. Other Board members may attend the meeting of the standing committees; however, the Brown Act prohibits their participation in the meeting because this constitutes a quorum of the Board.
4. Staff assists members of standing committees by preparing agendas, staff reports, distributing materials, and performing other support functions as required. Committee members may request staff assistance through the General Manager or his designee.
5. Individuals appointed to Ad Hoc committees serve at the pleasure of the President of the Board, and their appointment to that committee expires upon completion of the project or issue for which the Ad Hoc committee was formed.

The Finance and Administrative Committee (FAC) The Finance and Administration Committee is responsible for overseeing administrative and financial matters including: rates, charges and other sources of revenue; review of staffing and administration budgets; audit; investments; human resources; employer-employee relations; insurance, risk management; other matters of general business operation for the District.

The Engineering and Operations Committee (E&OC) The Engineering and Operations Committee is responsible for matters of design, construction, replacement, maintenance and operation of the District's facilities, property and equipment, including: development and administration of the Capital Improvement Program; information technology; right of

way acquisition and management; system and facility security; water quality; review of Engineering and Operations budgets and other matters relating to facility operations.

The Legislation, Conservation, and Outreach Committee (LCOC) The Legislation, Conservation, and Outreach Committee is responsible for community and governmental matters including: review and monitoring of legislation, lobbying and intergovernmental relations; review of the Legislative and Community Relations budgets; community relations; media relations; water conservation programs; organizational donations; and other matters of public interest.

The Water Planning Committee (WPC) is responsible for water planning and local supply development including: water demand and supply planning; shortage allocation planning; administration of the shortage allocation programs and policies; water supply forecasting and reporting; water reclamation; groundwater and conjunctive use; local surface water; water quality; environmental management; development of a water planning budget; Urban Water Management Plans; The Farm; and other planning matters.

§ 404. Meetings. *(R-11-01-01, R-14-01-03, R-16-04-01, R-17-01-04, R-17-08-01, M-5610)*

- A. Time and Place of Meetings. The regular meetings of the Board of Directors shall be held on the second and fourth Thursday of each month, at 4:00 P.M., in the Board Room at the District office.
- B. Study Sessions. Study sessions are held on the Wednesday of each week preceding regular Board Meetings, at 9:00 A.M. in Conference Room A at the District office.
- C. Finance and Administrative Committee (FAC). The Finance and Administrative Committee meets on the third Tuesday of each month, at 3:30 P.M. in Conference Room A at the District office.
- D. Engineering and Operations Committee (EOC). The Engineering and Operations Committee meets on the first Monday of each month, at 3:30 p.m. in Conference Room A at the District office.
- E. Legislation, Conservation and Outreach Committee (LCOC). The Legislation Conservation and Outreach Committee meets on the fourth Wednesday of each month, at 3:30 P.M. in Conference Room A at the District office.

- F. Water Planning Committee (WPC). The Water Planning Committee meets on the third Monday of each month at 3:30 P.M. in Conference Room A at the District office.
- G. Order of Procedure at Meetings. Except as otherwise required by law, the business of the meetings of the Board of Directors and the order of procedure shall be as provided by “Rosenburg Rules”.
- H. Chairperson. The President shall act as Chairperson at all meetings of the Board, and in his/her absence the Vice-President shall act as Chairperson. In the absence of both the President and Vice-President, the Chairperson shall be selected by a majority vote of the members of the Board attending such meeting.
- I. Quorum. A quorum necessary for the transaction of business at any meeting of the Board shall be declared to exist whenever there are present at least three Directors. Any meeting of the Board at which a quorum is not present may be continued from time to time until a quorum is present to transact the business of the Board.
- J. Voting. Except as otherwise provided by law, the decisions of the Board of Directors shall be expressed and determined by motions made and adopted by a majority vote of the members of the Board present. A roll call vote shall be taken if requested by any Director. During telephonic-enabled meetings, even if all directors are physically present in the Board room, when there is an open phone or teleconferencing software in use, all votes will be taken by roll call on all matters so that the public knows who voted to approve or oppose an item.
- K. Meals and/or Refreshments. The Board of Directors finds that District-provided meals and/or refreshments at meetings of the District Board of Directors and its Committees serve valid governmental purposes of the District by lessening hardship and inconvenience on Directors and staff attending the meetings, allowing the meeting time to be used more efficiently, and encouraging greater attendance by Directors and staff at meetings of the Board of Directors and Committees. The District General Manager is authorized to expend District funds for the provision of meals or refreshments at meetings of the Board of Directors or its Committees that are scheduled to occur during normal mealtimes. (R 09-05-06)

§ 405. Minutes. (M-4987)

The minutes of the meetings of the Board of Directors shall be prepared and kept permanently by the Secretary in a book maintained for that purpose. Unless otherwise expressly directed at the time of their adoption, the ordinances and resolutions adopted by the Board may be referred to in the Minutes by number and title only, but the same shall be recorded in their entirety and kept permanently by the Secretary in books maintained for that purpose.

The President and Secretary shall authenticate the Minutes, Ordinances and Resolutions after they have been approved and adopted by the Board of Directors, and when so authenticated they shall constitute the official Minutes, Ordinances and Resolutions of the Board of Directors of the Elsinore Valley Municipal Water District.

Minutes shall satisfy all legal record keeping requirements, and provide, in a clear and professional manner, an accurate report of all actions taken by the Board. Minutes shall not be verbatim.

§ 406. Agendas. (M-5610)

- A. Posting. Agendas for all meetings of the Board of Directors shall be posted in a location accessible to the public in accordance with the provisions of the Government Code.
- B. Public Comments. Regular Meeting agendas shall provide an opportunity for members of the public to address the Board on any item within the jurisdiction of the District two times - once at the beginning of the agenda (on items not on the agenda), and then again during specific agendized item. Persons addressing the Board shall do so in compliance with Section 604 of the Administrative Code. Special Meeting agendas shall provide at least one Public Comment section.
- C. Consent Calendar. The Consent Calendar shall consist of items, which appear to be routine or ministerial in nature on which no Board discussion will be required. Items may be added to or removed from the Consent Calendar upon request from a Board Member prior to action to approve the Consent Calendar.
- D. Closed Sessions. The Board of Directors may hold closed sessions on items as provided in the Government Code. All information

discussed by the Board in closed session shall be kept strictly confidential unless otherwise directed by a majority of the Board, on the advice of legal counsel or announced in open session.

- E. Special Meeting Agendas. Section 54956 of the Ralph M. Brown Act states that a special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body.

It is the Board's policy that when a special meeting is called either by the Board President or by a majority of the Board, the call of the special meeting and the accompanying agenda shall be limited to those items placed on the call by either the President or the majority of the Board. If staff is requested by a member of the Board to add another item to the special meeting agenda, staff shall refer that Board member to either the Board President or to the majority of the Board, depending on who made the original call for the special meeting. (M- 2/23/94)

- F. Emergency Meetings may be held on little notice when prompt action is needed due to an actual or threatened emergency situation. (Gov. Code, § 54956.5) The need for an emergency meeting must be determined by a majority of the Board and will be held in compliance with Gov. Code, § 54956.5 subd. (b)(1&2). (M-5610)
- G. Requests to Receive Agendas by Mail. Members of the public wishing to receive agendas by mail shall submit a request in writing to the Secretary of the Board and shall provide the Secretary with self-addressed, stamped envelopes for such purpose. Requests are to be renewed on an annual basis and are effective throughout the calendar year in which they're made.
- H. Requests to Receive Agendas by Facsimile or E-Mail. Members of the public wishing to receive agendas by facsimile or e-mail shall submit a request in writing to the Secretary of the District. Requests are to be renewed on an annual basis and are effective throughout the calendar year in which they're made.

The public is encouraged to access Agendas through the District's Website.



Our Mission...

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

DATE: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: PUBLIC HEARING TO CONSIDER APPROVAL OF THE ELSINORE VALLEY SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

STRATEGIC GOAL

Optimize and Diversify Water Sourcing

RECOMMENDATION

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

1. Adopt the Resolution Approving the Groundwater Sustainability Plan (GSP) for the Elsinore Valley Subbasin (DWR Bulletin 118 Groundwater Basin: No. 8-004.01) and Authorizing and Directing its Filing with the California Department of Water Resources
2. Authorize the General Manager to execute the appropriate documents on behalf of the Elsinore Valley GSP to be filed with the California DWR no later than January 31, 2022, as required by the Sustainable Groundwater Management Act;
3. Authorize the General Manager to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of the Resolution.

BACKGROUND

The Elsinore Valley Municipal Water District (EVMWD) relies on local groundwater basins for a significant source of its water supply. Recognizing the importance of groundwater to many communities throughout the state and significant overdraft of these groundwater basins, the state legislature enacted the Sustainable Groundwater Management Act of 2014 (SGMA). SGMA requires local water agencies to implement new groundwater management tools not previously adopted for the purpose of achieving sustainable groundwater use.

EVMWD filed a Notice of Election to become the Elsinore Valley Groundwater Sustainability Agency (EVGSA) for the Elsinore Valley Sub-basin (8-004.01) and its

GSA status is “Exclusive” for all those portions of the Basin within the EVMWD service area and not inside the adjudicated area of the Temecula Valley. No interagency coordination agreements are needed as this is a single-agency GSA. This EVGSA sub basin 8-004.1 includes the Elsinore Valley, Warm Springs, and Lee Lake Sub-basins.

The EVGSA is responsible for developing and implementing a Groundwater Sustainability Plan (GSP) to meet the sustainability goal of the basin to ensure that it is operated within its sustainable yield, without causing undesirable results. It should be noted that EVMWD has always adopted a pro-active approach towards groundwater management and adopted a groundwater management plan pursuant to AB 3030 in 2005. As such, some of the components identified by SGMA such as establishing safe yield targets for basin management have already been implemented by EVMWD.

In December 2018, EVMWD signed a Grant Agreement with Department of Water Resources (DWR) and received a grant in the amount of \$1,000,000 to prepare a GSP for the Elsinore Valley Sub-basin (8-004.01) with a local match of \$1,000,000.

On June 27th, 2019, EVMWD entered into a Professional Services Agreement with Carollo Engineers, Inc for the preparation of the Elsinore Valley Subbasin Groundwater Sustainability Plan (GSP) Development.

Staff provided an update on the GSP progress and presented an overview of the key components and recommendations of the draft GSP at Water Planning Committee on May 17th, 2021 and Study Session on June 30th 2021.

Staff released the draft plan for 90-day Public Review on July 7th. On October 11th the Public review process ended and staff received comments from two agencies: Union of Concerned Scientists and California Department of Fish and Wildlife. Staff has responded to all the comments.

Staff presented this item for the adoption and approval of the Elsinore Valley GSP at the November 17, 2021 Study Session Meeting.

ENVIRONMENTAL WORK STATUS

This item does not constitute a project under CEQA.

FISCAL IMPACT

Within Budget. The District entered into a grant agreement with the State of California, Department of Water Resources on 12/17/18 to receive grant funding in the amount of \$1,000,000. This agreement requires the District to provide matching funds in the

amount of \$1,060,285 which includes costs of feasibility studies and reports that were previously completed in addition to EVMWD's staff time contributions to complete the GSP by January 31, 2022.

Originated by: Jason Dafforn – Engineering

Reviewed by: Terese Quintanar – Administration

Attachments:

Resolution Adopting the Elsinore Valley Subbasin GSP

RESOLUTION NO. 21-12-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ELSINORE VALLEY MUNICIPAL WATER DISTRICT APPROVING
THE GROUNDWATER SUSTAINABILITY PLAN FOR THE
ELSINORE VALLEY SUBBASIN (DWR BULLETIN 118
GROUNDWATER BASIN: NO. 8-004.01) AND AUTHORIZING AND
DIRECTING ITS FILING WITH THE CALIFORNIA DEPARTMENT
OF WATER RESOURCES

WHEREAS, in the fall of 2014 the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the “Sustainable Groundwater Management Act” (“SGMA”), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and,

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and,

WHEREAS, in January of 2017 the Elsinore Valley Basin Groundwater Sustainability Agency (“EVGSA”) was formed for the purpose of being a Groundwater Sustainability Agency (GSA) for the Elsinore Valley Subbasin (“Subbasin”);

WHEREAS, the EVGSA is a single agency GSA consisting of only Elsinore Valley Municipal Water District; and,

WHEREAS, SGMA requires GSAs to adopt a Groundwater Sustainability Plans (GSPs) for each basin/subbasin within the GSA’s jurisdiction; and,

WHEREAS, GSPs for basins designated medium priority in Department of Water Resources (DWR)’s Bulletin 118, are due to be filed with DWR no later than January 31, 2022; and,

WHEREAS, the Subbasin is designated medium priority; and,

WHEREAS, the EVGSA decided to undertake the process to prepare a GSP for the Subbasin to achieve the sustainability goal as required by SGMA using the schedule of medium priority basins; and,

WHEREAS, the EVGSA has provided the notices required by Water Code section 10727.8, and previously formed an Advisory Committee, consisting of a diverse group of

interested parties, which has reviewed and provided input into the GSP for the Subbasin; and,

WHEREAS, the EVGSA Board of Directors and the Advisory Committee have held numerous public meetings where elements of the GSP for the Subbasin have been presented and discussed, and where the general public has been provided the opportunity to comment on the various elements of the GSP; and,

WHEREAS, the EVGSA has received a significant amount of written public comments on the various elements of the GSP, which have been reviewed and commented on, where and as appropriate, as part of the GSP; and,

WHEREAS, the EVGSA has noticed a public hearing for December 16, 2021, as required by Water Code section 10728.4 for the purpose of consider adopting a GSP for the Subbasin; and,

WHEREAS, at the public hearing, the Board of Directors considered the GSP for the Subbasin and the comments from the public thereon; and,

WHEREAS, the GSP for the Subbasin contains all the elements required by Water Code sections 10727.2 and 10727.4; and,

WHEREAS, after its filing with DWR, the GSP for the Subbasin will be subject to a further public review period, and will undergo review by DWR for a period not exceeding two years; and,

WHEREAS, the GSP for the Subbasin will be subject to further updating during the DWR review period, and periodically thereafter; and,

WHEREAS, it is now necessary and appropriate for the Board of Directors to consider the approval of the GSP for the balance of the Subbasin, and authorize and direct its filing with DWR no later than the date required by SGMA;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Elsinore Valley Groundwater Sustainability Agency, as follows:

1. The above Recitals are true and correct.
2. The GSP for the Elsinore Valley Subbasin is approved for the entirety of the Subbasin.
3. The General Manager is hereby authorized and directed to cause the GSP to be filed with the California DWR no later than January 31, 2022, as required by the Sustainable Groundwater Management Act.
4. The General Manager is hereby authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this resolution.

APPROVED AND ADOPTED this 16th day of December 2021.

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

ATTEST:

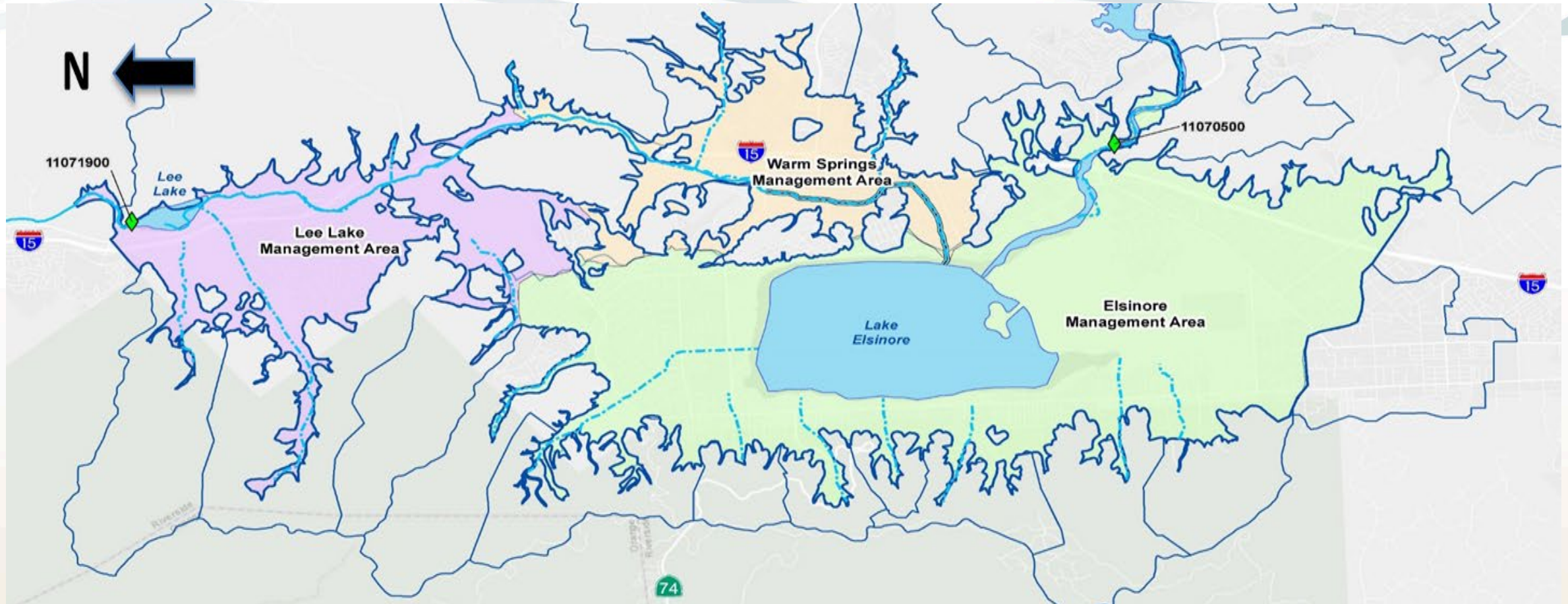
Terese Quintanar, Secretary to the
Board of Directors of the
Elsinore Valley Municipal Water District

Elsinore Valley Subbasin Groundwater Sustainability Plan

Public Hearing
December 16, 2021



Elsinore Valley Subbasin



GSP Highlights

- Plan completed ahead of schedule
- Grant of \$1M for plan preparation
- Successful stakeholder collaboration/comments received and incorporated
 - Two comment letters received:
 - California Department of Fish and Wildlife
 - Groundwater Leadership Forum
- Safe yield increase of 4 percent for the Elsinore Management Area
- Plan allows for recovery of historical overdraft
- EVMWD will continue to manage the basins sustainably
- Annual reports, 5-year updates, and monitoring to continue

QUESTIONS?



**MINUTES
SPECIAL MEETING OF THE BOARD
OF DIRECTORS OF ELSINORE VALLEY
MUNICIPAL WATER DISTRICT
TUESDAY, NOVEMBER 23, 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
Chance Edmondson

Directors Absent

Andy Morris

Staff Present

Bob Hartwig, Assistant General Manager-Business Services
Steve Anderson, General Counsel
Terese Quintanar, District Secretary/Administrative Services Supervisor
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
Darryn Flexman, Interim Director of Information Technology
Tim Collie, Water Operations Manager
Matt Bates, Engineering Manager
Bonnie Woodrome, Community Affairs Supervisor
Jessie Arellano, Wastewater Operations Manager
Haley Munson, Water Efficiency Specialist
Kaitlyn Wu, Water Education Specialist
Kelia Jones, Engineering Project Coordinator

Others Present

Public

CALL TO ORDER

The meeting was called to order by President Williams at 4:04 p.m.

APPROVAL OF AGENDA

A motion was made by Director Ryan, 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. Opportunity was provided to the public to make public comments throughout the duration of the meeting.

Item I.0 - CONSENT CALENDAR

<i>Minute Order #5654-5661</i>

<i>Resolution No. 21-11-02</i>

- 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 MCCS and Pump Control Panels Project *(MO# 5654)*
 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 *(MO# 5655)*
 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 *(MO# 5656)*
 7. Investment Report, Receive and File *(MO# 5657)*
 8. Resolution Reaffirming and Extending Findings and Determinations Under AB 361 For Continued Virtual Meetings *(Reso No. 21-11-02)*
 9. Amendment No. 1 to the Contract Services Agreement with So Cal Sandbags, Inc. for Routine Annual and As-Needed Erosion Control Services *(MO# 5658)*
 10. Amendment to Administrative Code Section 1500 - Purchasing Policy & Procedure *(MO# 5659)*
 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 *(MO# 5660)*
- B. Approval of Travel Authorizations
1. Andy Morris - ACWA JPIA & ACWA Fall Conference *(MO# 5661)*

The item was opened for public comment and there were none.

A motion was made by Vice President Burke, seconded by Director Edmondson, and carried unanimously to:

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

Item II. A GENERAL MANAGER'S REPORT

Mr. Hartwig had nothing to report.

Item II. B LEGAL COUNSEL'S REPORT

Mr. Anderson reported that he will circulate his report in writing later in the week.

Item II. C BOARD COMMITTEE REPORTS

Vice President Burke reported on her attendance with President Williams and Mr. Krishnamurthy at the WMWD reception for the meet and greet luncheon with Adel Hagekhalil, MWD General Manager. Director Edmondson reported on his attendance at the Water is Life poster contest, where EVMWD had one student who was a top finalist. The winner will be announced next week. Director Ryan attended the ACWA board meeting and had online training for remote voting. Dates in January and February are being coordinated for future ACWA Region 9 meetings.

Item III.0 DIRECTOR'S COMMENTS AND REQUESTS

Director Ryan commented that on Wednesday morning there will be a ACWA Region 9 meeting where voting will occur on new language. He expressed the need to be more active and meet in person. He wished everyone a Happy Thanksgiving.

Vice President Burke commented that she and President Williams recently met with Jeff Mosher, General Manager of the Santa Ana Watershed Project Authority (SAPWA) and was able to hear his assessment of SAWPA standings.

President Williams wished everyone a safe and Happy Thanksgiving.

Item V.0 ADJOURNMENT

The meeting was adjourned at 4:11 p.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

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

**MINUTES
REGULAR MEETING
FINANCE & ADMINISTRATION COMMITTEE**

**November 16, 2021
3:30 P.M.**

The Regular Finance and Administration Committee (FAC) Meeting was held as a hybrid meeting (in-person and virtual) with members of the public notified of the ability to observe and provide public comment telephonically through the information provided on the meeting Agenda.

Director Present

Harvey R. Ryan
Phil Williams

Staff Present

Greg Thomas, General Manager
Robert Hartwig, Assistant General Manager – Business Services
Terese Quintanar, District Secretary/Administrative Services Supervisor
Susie Evans, Sr. Executive Assistant
Margie Armstrong, Director of Strategic Programs
Scott Thompson, Accounting Manager
Christina Henry, Community Relations Manager
Darryn Flexman, Interim Director of Information Technology
Jennifer Dancho, Director of Human Resources
Matt Bates, Engineering Manager
Jason Dafforn, Director of Engineering
AJ Rivera, Purchasing Manager

Others Present

None

CALL TO ORDER

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

PUBLIC COMMENTS

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

1. **Review of Reimbursement Agreement Policy** – Reimbursement agreements are applicable when a developer constructs water or sewer improvements beyond the needs of their own development. Examples of improvements include but are not limited to extension of offsite water and sewer lines or construction of oversized water and sewer lines, water storage reservoirs or sewer lift stations.

Reimbursement agreements allow developers to recover costs from properties that benefit from the water or sewer improvements (benefit area) constructed by the developer. As parcels within the benefit area connect to the District, at the time of collection of the District's capacity fees, the District will collect the applicable reimbursement amount. The funds collected are then reimbursed back to the developer.

The Board requested a review of the term of reimbursement agreements. The following is a history of the term of the reimbursement agreement policy:

- 1956 Created reimbursement agreement policy with 10-year expiration
- 1997 Eliminated 10-year expiration date, per Board request
- 2001 Reinstated 10-year term
- 2015 Changed term of reimbursement agreement with Castle & Cooke to 10 years with option to request a one-time 5-year extension
- 2019 Modified term in administrative code to 10 years with option to request a one-time 5-year extension
- 2021 Board allowed a one-time change of term to reimbursement agreement with Lumos Communities to 15 years

There are currently 12 active reimbursement agreements with various developers. Reimbursement agreements are reconciled quarterly, which is provided to the developers. Developers are also notified when agreements are within one year of the expiration date. Staff recommended maintaining the current term of 10 years plus the option to request an additional five years. This would minimize fiscal impact for the District for administering agreements. The downside would be when the agreement terminates prior to all of the amounts being collected.

Director Ryan expressed concerns with age of infrastructure and confirmed that these are amounts collected in addition to capacity fees. The agreement has costs of the extension or facility and is paid for by the developer. This is an additional amount included on Will Serves and we reimburse to the developer who builds the facility when other properties connect to the line or facility. Discussion followed regarding staff time administering these agreements. The Committee appreciated the report and did not provide further direction.

2. Update to Drought Surcharge Rates –

In January 2014, with California facing water shortfalls in the driest year in recorded history at the time, Governor Brown declared a drought state of emergency, and the State Water Resources Control Board (SWCRB) was charged with mandating water restrictions for California.

On May 6, 2015, the SWRCB adopted statewide mandates requiring agencies to increase conservation efforts. The mandate required EVMWD and its customers to reduce water use by 28%.

On May 28, 2015, the Board adopted an update to the District's Water Shortage Contingency Plan (WSCP). WSCP is part of the Urban Water Management Plan, which is a long-term water resource plan to ensure long-term water supplies availability, and is a requirement specified in the California Water Code. EVMWD modeled its WSCP to be consistent with Metropolitan Water District's (MWD) Water Surplus and Drought Management Plan and Western Municipal Water District's (WMWD) Water Shortage Contingency Plan. The WSCP consist of 5 drought stages, with stages 3 to 5 broken down further into stages a through c. With the adoption of the WSCP, the Board also adopted a drought penalty rate, which is only applicable for drought stages 3 to 5. Penalties are imposed once customers exceed their total monthly water budget (Indoor & Outdoor water budget). Funds collected from the drought penalty can only be utilized for expenses associated with water conservation efforts.

In July 2015, the Board adopted drought surcharge rates. Drought surcharges are also only applicable for drought stages 3 to 5 and are imposed once customers exceed their total monthly water budget (Indoor & Outdoor water budget). Funds collected from the drought surcharges is utilized to help offset revenue losses.

EVMWD is currently in the process of updating its WSCP. As was done previously, EVMWD plans to propose drought stages that are consistent with WMWD's drought stages contained in their plan documents, which are also currently in the process of being updated.

With the update to the WSCP, staff is proposing to engage a rate consultant to update the drought surcharge and penalty. The updated rates will be established based on current water sales volume, usage within tiers, and water rates. The adoption of the drought surcharge requires a Proposition 218 notification process, while the adoption of the drought penalty does not. The Committee requested this item be presented for Board discussion and asked staff to include the timeframe when we applied the surcharge and when we removed the surcharge and consideration should be made regarding the percentage of a fixed rate in the future; what the fixed vs. variable costs were in the past.

3. **Amendment to Administration Code Section 1500 – Purchasing Policy & Procedure** – 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 an update to Section 1500 of the Administrative Code to the virtual payment program, as well as to make minor formatting adjustments. Staff plans to bring this item to the November 23, 2021 Board Meeting for approval. The Committee concurred with moving this item to the Board for consideration for approval.

4. **Financial Performance Measures/Indicators as of September 30, 2021 –**
Mr. Thompson referenced the report provided in the packet, reviewing performance measures for cash and investments, CIP, debt, accounts payable, and rate stabilization reserves.
5. **Other –** There were none.
6. **Consider Items for Board Review –** Item 2 will be presented at a future Study Session meeting and Item 3 will be presented for consideration for approval on November 23, 2021.
7. **Adjournment at 4:36 p.m.**

DRAFT

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

**MINUTES
ENGINEERING AND OPERATIONS COMMITTEE
Regular Meeting
December 6, 2021**

The Regular Engineering and Operations Committee Meeting 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.

Director Present:

Harvey R. Ryan
Chance Edmondson

Staff Present:

Greg Thomas, General Manager
Ganesh Krishnamurthy, Assistant General Manager – Engineering and Operations
Robert Hartwig, Assistant General Manager – Business Services
Terese Quintanar, District Secretary/Administrative Services Supervisor
Christy Gonzalez, Executive Assistant/Deputy Board Secretary
Susie Evans, Sr. Executive Assistant
Margie Armstrong, Director of Strategic Programs
Matthew Bates, Engineering Manager
Parag Kalaria, Water Resources Manager
Jessie Arellano, Wastewater Operations Manager
David Smith, Maintenance Manager
Tim Collie, Kelia Jones, Engineering Project Coordinator
Nelson Nuezca, Principal Engineer- Capital Projects
Shawnele Morelos, Principal Engineer – Capital Projects
Natalee Dee, Accountant III
Barbara Mason, Contract Administrator
Kelias Jones, Engineering Project Coordinator
Darryn Flexman, Interim Director of Information Technology

CALL TO ORDER

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

PUBLIC COMMENTS

The meeting was opened to public comments and there were none. Opportunity was provided to the public to make public comments throughout the duration of the meeting.

- 1. Amendment No. 2 to the Contract Services Agreement with Advanced Chemical Transport, Inc. for Hazardous Waste Collection, Transport, and Disposal** – EVMWD routinely generates hazardous waste materials, including but not limited to used oil, corrosive liquids, corrosive solids, flammable liquids, and universal waste. As a result, the EPA has categorized EVMWD as a large quantity generator and under the EPA definition of a large quantity generator, hazardous waste materials may only be collected on-site for a maximum of 90 days before they are required to be disposed of.

On January 9, 2020, the Board approved a two-year Contract Services Agreement including three one-year optional extensions with Advanced Chemical Transport, Inc., in the amount of \$125,000. On January 4, 2021, under the General Manager's authority, staff added additional services to the scope of work and an additional \$50,000 as Amendment No. 1.

During the past year additional departments have begun to utilize the hazardous waste removal services. In addition, several atypical situations occurred, which required non-routine hazardous collection and disposal. As a result, the initial estimated amount of \$25,000 per year is found to no longer be sufficient for this contract agreement. Staff is requesting an increase in the annual amount for Hazardous Waste Collection, Transport, and Disposal Services from \$25,000 to \$50,000.

Staff plans to present this item at the December 16, 2021 Board meeting to request approval of an Amendment to the Contract Services Agreement with Advanced Chemical Transport, Inc. in the amount of \$50,000. In addition, staff requests that the Board approve two one-year optional contract extensions, each in the amount of \$50,000, for a total contract amount of \$250,000.

The Committee concurred with moving this item to the Board for consideration for approval.

- 2. Contract Services Agreement with Weber Water Resources, LLC For Permanent Equipment Installation at Diamond Well** – Diamond Well underwent complete rehabilitation during the period June 2018 to May 2019, and startup was conducted in June 2019. Following rehabilitation, the well suffered from vibration issues which limited steady-state operation and production capability. Further, in early 2020 the production rate began to decline. In partnership with the rehabilitation contractor, multiple attempts were made to isolate and eliminate the source of the vibration issue. Ultimately, the down-hole pump equipment was removed in March 2021 for inspection and analysis to determine the cause of vibration and loss in production.

Inspection revealed progressive wear to most of the pump bowls, which is indicative of damage caused by cavitation over time.

Following extensive discussions and close coordination between the District's hydrogeologist, Engineering, and Operations, staff has determined the well itself remains in serviceable condition and recommend replacement of the pump and associated column piping and hardware. The scope of work also includes minor modifications to the well head to facilitate improved access for down-hole water level measurements. It is anticipated that these improvements and modifications will keep the well in service for the next five to eight years.

On August 23, 2021, the District posted an Invitation for Bid for Permanent Equipment Installation at Diamond Well. Four bids were received by the deadline with Weber Water Resources, Inc. being the sole responsive and responsible bidder at \$225,023.

Staff plans to present this item at the December 16, 2021 Board meeting to recommend approval of a Contract Services Agreement with Weber Water Resources, Inc. in the amount of \$225,023 for permanent equipment installation at Diamond Well.

The Committee concurred with moving this item to the Board for consideration for approval.

3. **Engineering Department Quarterly Performance Measures and Project Updates** – Staff provided an update to the CIP performance measures and highlighted the Canyon lake WTP Phase I Improvements and the Tomlin Pipeline Replacement Project. Development Performance Measures were then reviewed including plan check submittals, inspections, water meter installations, and development services.
4. **Consider Items for Board Review** – Items 1 and 2 will be presented for consideration on December 16, 2021.
5. **Discuss Future Agenda Items** – Director Ryan requested to discuss plans for pressure zones with low pressure and include what areas are deficient and understand the priorities to be updated.
6. **Other** – There were none.
7. **Adjourned at 3:57 p.m.**

**MINUTES
SPECIAL MEETING OF THE BOARD
OF DIRECTORS OF ELSINORE VALLEY
MUNICIPAL WATER DISTRICT
WEDNESDAY, DECEMBER 8, 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
James Gilpin, Best Best and Krieger
Terese Quintanar, District Secretary/Administrative Services Supervisor
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Operations
Christy Gonzalez, Deputy Board Secretary/Executive Assistant

Others

None

CALL TO ORDER

The meeting was called to order by President Williams at 10:36 a.m.

APPROVAL OF AGENDA

A motion was made by Director Morris, seconded by Director Edmondson, 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 10:37 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 11:36 a.m. with no action to report.

Item II.0 ADJOURNMENT

The meeting was adjourned at 11:26 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 11/11/2021 through 12/02/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
ACH					
7907	11/18/2021	AMERICAN LABOR POOL	TEMPORARY PERSONNEL	ACH	3,880.80
7909	11/18/2021	CAROLLO ENGINEERS	HTCWRF DESIGN BUILD REHAB & EXPANSION	ACH	9,953.75
7910	11/18/2021	CIPPLANNER CORPORATION	ANNUAL SUPPORT AND MAINTENANCE CIP ACE SOFTWARE	ACH	28,818.25
7911	11/18/2021	FERGUSON WATERWORKS #1082	WATERWORKS INVENTORY SUPPLIES	ACH	1,247.04
7912	11/18/2021	FIELDMAN ROLAPP AND ASSOCIATES	FINANCIAL ADVISORY SERVICES - OCT 2021	ACH	5,734.94
7913	11/18/2021	HACH COMPANY	CHEMICALS	ACH	3,566.39
7914	11/18/2021	HILL BROTHERS CHEMICAL CO	CHEMICALS	ACH	1,117.97
7915	11/18/2021	INFOR	GOALS & PERFORMANCE MANAGEMENT	ACH	4,360.00
7916	11/18/2021	INFOSEND	BILLING PROCESSING	ACH	3,702.15
7917	11/18/2021	INFRASTRUCTURE ENGINEERING COR	BACK BASIN TP REPAIRS TO FILTERS 5 & 6	ACH	2,940.00
7918	11/18/2021	KENNEDY JENKS CONSULTANTS	NEAR TERM WATER SUPPLY PROGRAM	ACH	844.48
7919	11/18/2021	KONE INC	ELEVATOR MAINTENANCE - NOV 2021	ACH	247.88
7920	11/18/2021	NORTHSTAR CHEMICAL	CHEMICALS	ACH	2,602.13
7921	11/18/2021	ONLINE INFORMATION SERVICES	CREDIT CHECK SERVICES - OCT 2021	ACH	307.98
7922	11/18/2021	PINNACLE PETROLEUM INC	UNLEADED FUEL - NOV 2021	ACH	26,014.65
7923	11/18/2021	REGAN PAVING	ASPHALT PAVING	ACH	5,390.00
7924	11/18/2021	SO CAL SANDBAGS INC	EROSION CONTROL WORK	ACH	21,845.52
7925	11/18/2021	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE - OCT 2021	ACH	6,437.00
7926	11/18/2021	SOUTHWEST PUMP AND DRILLING	LEE LAKE WELLS DRILLING PROJECT	ACH	99,750.00
7927	11/18/2021	STANLEY CONVERGENT SECURITY	SECURITY MAINTENANCE & MONITORING CHARGES - DEC 2021	ACH	99.93
7928	11/18/2021	TRL SYSTEMS	QUARTERLY SECURITY MONITORING SERVICE FEE	ACH	486.00
7929	11/18/2021	US BANK	VIRTUAL PAYMENT PROGRAM - NOV 2021	ACH	189,423.91
7930	11/18/2021	VALLEY CM, INC.	PALOMAR WELLHEAD FACILITIES WATER IMPROVEMENT PLANS	ACH	1,320.00
7931	11/18/2021	WEST YOST & ASSOCIATES, INC.	UPPER TEMESCAL VALLEY SNMP IMPLEMENTATION	ACH	12,742.41
7932	11/24/2021	CAROLLO ENGINEERS	EVALUATION OF TEMPORARY AERATION SYSTEM AT HORSETHIEF WRF	ACH	4,808.00
7933	11/24/2021	CHANDLER ASSET MANAGEMENT INC	INVESTMENT MANAGEMENT SERVICES - OCT 2021	ACH	10,045.07
7934	11/24/2021	DAVE NAHAY CLEANING SYSTEMS	FLEET WASHING & LOT SWEEPING - NOV 2021	ACH	1,327.75
7935	11/24/2021	GLOBAL POWER GROUP INC	GENERATOR MAINTENANCE	ACH	16,600.16
7936	11/24/2021	HACH COMPANY	LABOR CHARGE FOR HYDROLAB & CHEMICALS	ACH	814.40
7937	11/24/2021	HELIX ENVIRONMENTAL PLANNING	REGIONAL AGRICULTURAL PIPELINE CONVERSION PROJECT	ACH	10,061.27
7938	11/24/2021	HILL BROTHERS CHEMICAL CO	CHEMICALS	ACH	1,111.89
7939	11/24/2021	NORTHSTAR CHEMICAL	CHEMICALS	ACH	21,550.25
7940	11/24/2021	NTH GENERATION COMPUTING INC	VMWARE PROCESSOR - PRODUCTION SUPPORT COVERAGE	ACH	2,586.00
7941	11/24/2021	NURSERY PRODUCTS	BIOSOLIDS HAULING AND DISPOSAL - OCT 2021	ACH	73,517.35
7942	11/24/2021	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE - OCT 2021	ACH	5,863.00



Payment Ratification Report

Cash Disbursements for 11/11/2021 through 12/02/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
7943	11/24/2021	SUDWEEKS CONSTRUCTION INC	ADMINISTRATIVE BUILDING UPGRADES - CIVIL & ARCHITECTURAL IMPROVEMENTS	ACH	38,472.73
7944	11/24/2021	WATER QUALITY AND TRTMNT SOLTN	PROJECT MANAGEMENT FOR RCMP/DWSAP 2021	ACH	4,025.00
7945	11/24/2021	WESTERN MUNICIPAL WATER DIST	WATER USE - OCT 2021	ACH	1,707,348.30
7946	12/02/2021	ALBERT A. WEBB ASSOCIATES	ON-CALL INSPECTION SERVICES	ACH	37,027.50
7947	12/02/2021	AMERICAN LABOR POOL	TEMPORARY PERSONNEL	ACH	5,399.25
7948	12/02/2021	CORETEX USA INC	AIR TRAX VEHICLE SERVICE - NOV 2021	ACH	2,361.15
7949	12/02/2021	ENTERPRISE FM TRUST	FLEET MAINTENANCE - NOV 2021	ACH	41,667.69
7950	12/02/2021	FIELDMAN ROLAPP AND ASSOCIATES	CONTINUING ANNUAL DISCLOSURE COMPLIANCE	ACH	3,395.25
7951	12/02/2021	FIRST FOUNDATION BANK	ESCROW ACCOUNT - FLATIRON	ACH	64,795.20
7952	12/02/2021	FLATIRON WEST INC	REGIONAL WATER RECLAMATION FACILITY UPGRADES	ACH	583,156.77
7953	12/02/2021	FORUM INFO - TECH INC.	CYBER SECURITY MONITORING - DEC 2021	ACH	299.00
7954	12/02/2021	HACH COMPANY	MONITOR MULTI-SITE SERVICE	ACH	6,515.74
7955	12/02/2021	NORTHSTAR CHEMICAL	CHEMICALS	ACH	2,145.50
7956	12/02/2021	PIASCIK, MARK A	BOAT RENTAL & REPAIRS FOR LAKE AERATION PROJECT	ACH	6,656.00
7957	12/02/2021	REILLY CONSTRUCTION MANAGEMENT	MANHOLE REHABILITATION FY 2021	ACH	10,448.90
7958	12/02/2021	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE - OCT 2021	ACH	17,917.00
7959	12/02/2021	SYSTEMS INTEGRATED LLC	VOLUME II STANDARDS UPDATE	ACH	31,310.00
7960	12/02/2021	TRL SYSTEMS	BLOCK OF SERVICE - OCT 2021	ACH	10,000.00
7961	12/02/2021	WEST YOST & ASSOCIATES, INC.	STORMWATER SAMPLING PROGRAM - UPPER TEMESCAL VALLEY WATERSHED	ACH	13,453.50
7962	12/02/2021	WESTERN MUNICIPAL WATER DIST	MILLS GRAVITY LINE MAJOR MAINTENANCE RESERVE	ACH	157,441.37
CHECKS					
249544	11/18/2021	AT&T MOBILITY	MOBILE INVOICE - NOV 2021	CHECK	9,254.56
249545	11/18/2021	CHICAGO TITLE COMPANY	PRELIMINARY REPORT	CHECK	500.00
249546	11/18/2021	CITY OF CANYON LAKE	UTILITY TAX REMITTANCE - OCT 2021	CHECK	27,488.08
249547	11/18/2021	CITY OF CORONA	UTILITY INVOICE - NOV 2021	CHECK	47.65
249548	11/18/2021	CR AND R INCORPORATED	RUBBISH SERVICE - NOV 2021	CHECK	2,836.62
249599	11/18/2021	DAVID TAUSSIG AND ASSOCIATES INC	SPECIAL TAX CONSULTING SERVICES	CHECK	13,875.00
249600	11/18/2021	ENVIRONMENTAL WATER SOLUTIONS INC	DUROFLOW BLOWERS	CHECK	21,167.49
249601	11/18/2021	FIRST AMERICAN EQUIPMENT FINANCE	COMPUTER LEASE - DEC 2021	CHECK	10,769.77
249602	11/18/2021	FLO SYSTEMS INC	WILO MIXER	CHECK	7,848.49
249603	11/18/2021	FORUM INFO - TECH INC.	SECURITY & SCADA SERVICE - NOV 2021	CHECK	299.00
249604	11/18/2021	FRONTIER CALIFORNIA INC.	REMOTE PHONE LINES INCLUDING EQUIPMENT ALARMS - NOV2021	CHECK	627.60
249605	11/18/2021	GORM INC	JANITORIAL SERVICE - OCT 2021	CHECK	2,042.11



Payment Ratification Report

Cash Disbursements for 11/11/2021 through 12/02/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
249606	11/18/2021	GREATAMERICA FINANCIAL SERVICE	COPIER LEASE - NOV 2021	CHECK	1,041.74
249607	11/18/2021	IGM TECHNOLOGY CORP	ANNUAL SOFTWARE MAINT FEE FOR BUDGET DATA COLLECTION & BUDGET BOOK	CHECK	3,750.00
249608	11/18/2021	JERDSKULBOON, SUCHATE	PROPERTY PURCHASE	CHECK	8,018.79
249609	11/18/2021	JIG CONSULTANTS	DESIGN SERVICES FOR RANSPOT & PEELER PIPELINE REPLACEMENT	CHECK	9,090.64
249610	11/18/2021	JON CHRISTENSEN	PROP TAX - 1ST INSTALLMENT FY 21-22	CHECK	1,204.54
249611	11/18/2021	KC GRAPHICS	BUSINESS CARDS	CHECK	77.49
249613	11/18/2021	NEW WORLD LANGUAGE SERVICES	DOOR HANGAR REVISIONS	CHECK	100.00
249614	11/18/2021	PDBLOWERS	DUROFLOW BLOWER	CHECK	10,086.53
249615	11/18/2021	PECHANGA BAND OF LUISENO MISSI	CULTURAL RESOURCES PROJECT	CHECK	997.44
249616	11/18/2021	SO CAL GAS	GAS SERVICE - OCT 2021	CHECK	3,764.64
249617	11/18/2021	SOUTH COAST WATER	WATER SOFTENER	CHECK	449.00
249618	11/18/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE - OCT 2021	CHECK	46,184.98
249619	11/18/2021	MILVET	HOLIDAYS FOR HEROES SPONSORSHIP	CHECK	150.00
249620	11/18/2021	WATER SYSTEMS CONSULTING, INC.	WATER MODEL UPDATE AND ON-CALL SERVICES	CHECK	2,793.17
249621	11/24/2021	ACWA JOINT POWERS INS AUTH	MEDICAL COVERAGE - DEC 2021	CHECK	11,668.03
249622	11/24/2021	AMERICAN CONSERVATION & BILLING	AQUAHAWK SERVICE - DEC 2021	CHECK	4,563.00
249623	11/24/2021	AMERIGAS TEMECULA	PROPANE - OCT 2021	CHECK	462.33
249624	11/24/2021	ATLAS TECHNICAL CONSULTANTS LLC	ADMIN BUILDING UPGRADES	CHECK	1,047.50
249625	11/24/2021	CENTRAL COMMUNICATIONS	AFTER HOURS ANSWERING/EMERGENCY CALL SERVICES - NOV 2021	CHECK	560.66
249626	11/24/2021	CONTROLWORKS INC.	QUARTERLY MAINTENANCE FOR ADMIN BUILDING DDC AUTOMATION SYSTEM	CHECK	5,500.00
249627	11/24/2021	CR AND R INCORPORATED	RUBBISH SERVICE - NOV 2021	CHECK	339.14
249628	11/24/2021	CREDIT MANAGEMENT, LP	COLLECTION SERVICES - OCT 2021	CHECK	669.55
249637	11/24/2021	CYPRESS DENTAL ADMINISTRATORS	DENTAL COVERAGE - DEC 2021	CHECK	501.06
249638	11/24/2021	EASTERN MUNICIPAL WATER DIST	RECYCLED WATER - OCT 2021	CHECK	5,649.23
249639	11/24/2021	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	CHECK	24.22
249642	11/24/2021	PARSONS WATER & INFRASTRUCTURE	REGIONAL WATER RECLAMATION FACILITY - ALL PHASES	CHECK	35,140.96
249643	11/24/2021	REEB GOVERNMENT RELATIONS, LLC	NOVEMBER 2021 RETAINER	CHECK	7,000.00
249644	11/24/2021	SOUTH COAST WATER	1040 MB DI USAGE	CHECK	40.00
249645	11/24/2021	SOUTH COAST WATER	1040 MB DI EXCHANGE	CHECK	120.00
249646	11/24/2021	UNITED PARCEL SERVICE	DELIVERY SERVICE - OCT 2021	CHECK	244.16
249647	11/24/2021	VERIZON BUSINESS	REMOTE PHONE LINES INCLUDING EQ ALARMS - OCT 2021	CHECK	65.50
249648	12/02/2021	AMERICAN CAPITAL ENTERPRISE	BAD DEBT COLLECTION - SEPT 2021	CHECK	143.72
249649	12/02/2021	CA DEPT OF TAX & FEE ADMIN	WATER RIGHTS	CHECK	4,820.82
249650	12/02/2021	CALIFORNIA HIGHWAY PATROL	POLICE REPORT	CHECK	10.00
249682	12/02/2021	FRONTIER CALIFORNIA INC.	REMOTE PHONE LINES INCLUDING EQUIPMENT ALARMS	CHECK	525.29



Payment Ratification Report

Cash Disbursements for 11/11/2021 through 12/02/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
249683	12/02/2021	G.M. SAGER CONSTRUCTION CO.	ON-CALL STREET RESTORATION SERVICES	CHECK	3,585.00
249684	12/02/2021	GAGE CANAL CO INC	CARRYING RIGHTS – ANNUAL YEAR-END BALANCE TRUE UP	CHECK	146,496.99
249685	12/02/2021	GAGE CANAL CO INC	CARRYING RIGHTS – DEC 2021	CHECK	5,000.00
249686	12/02/2021	GEOSCIENCE	NEAR TERM WATER SUPPLY PROGRAM	CHECK	15,084.50
249689	12/02/2021	PAYMENTUS	TRANSACTION FEES - OCT 2021	CHECK	34,881.91
249690	12/02/2021	PITNEY BOWES-RESERVE ACCOUNT	REPLENISH POSTAGE METER	CHECK	2,000.00
249691	12/02/2021	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	15.00
249692	12/02/2021	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
249693	12/02/2021	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
249694	12/02/2021	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
249695	12/02/2021	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
249696	12/02/2021	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
249697	12/02/2021	RIVERSIDE CTY RECORDERS OFFC	LIEN RELEASE	CHECK	776.00
249698	12/02/2021	SCW CONTRACTING CORPORATION	SKYMEADOWS BOOSTER PUMP STATION	CHECK	44,689.80
249699	12/02/2021	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE - OCT 2021	CHECK	639,766.02
249700	12/02/2021	STATE WATER RESOURCES CONTROL	CLEAN WATER STATE REVOLVING FUND	CHECK	229,791.31
249701	12/02/2021	TIME WARNER CABLE	CABLE SERVICE - NOV 2021	CHECK	55.62
249702	12/02/2021	UNITED PARCEL SERVICE	DELIVERY SERVICE - NOV 2021	CHECK	66.00
249703	12/02/2021	VERIZON WIRELESS	WIRELESS SERVICE - NOV 2021	CHECK	121.95
249704	12/02/2021	WASTE MANAGEMENT	WASTE & RECYCLING - DEC 2021	CHECK	121.82
249705	12/02/2021	WILSON BOHANNAN PADLOCK CO	BRASS PADLOCKS	CHECK	4,476.15
REFUNDS/REBATES					
249549	11/18/2021	HELEN SCOTT	CUSTOMER REFUNDS	CHECK	213.94
249550	11/18/2021	JOE PRICE	CUSTOMER REFUNDS	CHECK	1,320.00
249551	11/18/2021	CHARLENE BRUCE	CUSTOMER REFUNDS	CHECK	13.80
249552	11/18/2021	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	145.33
249553	11/18/2021	YESENIA PALOMERA	CUSTOMER REFUNDS	CHECK	29.24
249554	11/18/2021	RAY RIGALI	CUSTOMER REFUNDS	CHECK	177.75
249555	11/18/2021	DEBORAH BENEDICT	CUSTOMER REFUNDS	CHECK	199.89
249556	11/18/2021	REYNA PENUELAS	CUSTOMER REFUNDS	CHECK	95.63
249557	11/18/2021	STEVE BRANDSBERG	CUSTOMER REFUNDS	CHECK	12.38
249558	11/18/2021	JENNIFER CHEN	CUSTOMER REFUNDS	CHECK	242.50



Payment Ratification Report

Cash Disbursements for 11/11/2021 through 12/02/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
249559	11/18/2021	MICHELLE GRANT	CUSTOMER REFUNDS	CHECK	38.09
249560	11/18/2021	ROBIN HOYLE	CUSTOMER REFUNDS	CHECK	115.12
249561	11/18/2021	ALEX CRUZ	CUSTOMER REFUNDS	CHECK	114.57
249562	11/18/2021	HANS HEITING	CUSTOMER REFUNDS	CHECK	141.12
249563	11/18/2021	CAMILLE BELL	CUSTOMER REFUNDS	CHECK	152.54
249564	11/18/2021	CHARLES HAFEN	CUSTOMER REFUNDS	CHECK	61.64
249565	11/18/2021	KARIME RICHEY	CUSTOMER REFUNDS	CHECK	99.69
249566	11/18/2021	TODD KERN	CUSTOMER REFUNDS	CHECK	191.61
249567	11/18/2021	RUSSELL BYNUM	CUSTOMER REFUNDS	CHECK	103.12
249568	11/18/2021	MARIE SWANSON	CUSTOMER REFUNDS	CHECK	39.49
249569	11/18/2021	WENDY CARRON	CUSTOMER REFUNDS	CHECK	86.60
249570	11/18/2021	RANDY GRETLEER	CUSTOMER REFUNDS	CHECK	123.05
249571	11/18/2021	ELIZABETH LAMBDIN	CUSTOMER REFUNDS	CHECK	33.66
249572	11/18/2021	RALPH PARTNERS II, LLC	CUSTOMER REFUNDS	CHECK	146.57
249573	11/18/2021	SEAN MILLS	CUSTOMER REFUNDS	CHECK	108.88
249574	11/18/2021	LEAH BERANYK	CUSTOMER REFUNDS	CHECK	11.58
249575	11/18/2021	KYLE CHARTERS	CUSTOMER REFUNDS	CHECK	142.61
249576	11/18/2021	ENERGY US HOUSING, LP	CUSTOMER REFUNDS	CHECK	20.07
249577	11/18/2021	MASON BALLARD	CUSTOMER REFUNDS	CHECK	126.91
249578	11/18/2021	MELANIE AGUAYO	CUSTOMER REFUNDS	CHECK	31.81
249579	11/18/2021	JUAN HERNANDEZ	CUSTOMER REFUNDS	CHECK	117.42
249580	11/18/2021	JOSEPH ARIAS	CUSTOMER REFUNDS	CHECK	133.43
249581	11/18/2021	JESSICA BONDURANT	CUSTOMER REFUNDS	CHECK	34.99
249582	11/18/2021	JOSE BAHENA	CUSTOMER REFUNDS	CHECK	145.69
249583	11/18/2021	TRACIE BARR	CUSTOMER REFUNDS	CHECK	85.18
249584	11/18/2021	TONY SMITH	CUSTOMER REFUNDS	CHECK	81.21
249585	11/18/2021	TRACY MITCHELL	CUSTOMER REFUNDS	CHECK	30.53
249586	11/18/2021	MARY CRAWLEY	CUSTOMER REFUNDS	CHECK	86.79
249587	11/18/2021	SIGNPOST HOMES, INC.	CUSTOMER REFUNDS	CHECK	138.62
249588	11/18/2021	DAVID WU	CUSTOMER REFUNDS	CHECK	150.68
249589	11/18/2021	MARK HAINES	CUSTOMER REFUNDS	CHECK	222.21
249590	11/18/2021	RYAN JUHL	CUSTOMER REFUNDS	CHECK	132.75
249591	11/18/2021	RICHMOND AMERICAN HOMES	CUSTOMER REFUNDS	CHECK	57.27
249592	11/18/2021	HERACLIO GONZALES	CUSTOMER REFUNDS	CHECK	30.00
249593	11/18/2021	LORETTA TORRES	CUSTOMER REFUNDS	CHECK	139.58



Payment Ratification Report

Cash Disbursements for 11/11/2021 through 12/02/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
249594	11/18/2021	RICHARD BONAIUTO	CUSTOMER REFUNDS	CHECK	5.33
249595	11/18/2021	KATHLEEN MORRISON	CUSTOMER REFUNDS	CHECK	110.07
249596	11/18/2021	CELIA DE LA O	CUSTOMER REFUNDS	CHECK	90.05
249597	11/18/2021	NILA RAMLAOUI	CUSTOMER REFUNDS	CHECK	31.42
249598	11/18/2021	ZILLOW HOMES PROPERTY TRUST	CUSTOMER REFUNDS	CHECK	92.43
249612	11/18/2021	K HOVNANIAN HOMES	RECYCLED CONNECTION INSPECTION REFUND	CHECK	5,088.10
249629	11/24/2021	TARA PAULIS	CUSTOMER REFUNDS	CHECK	60.03
249630	11/24/2021	MANDI SULLIVAN	CUSTOMER REFUNDS	CHECK	113.55
249631	11/24/2021	AMY BURGSS	CUSTOMER REFUNDS	CHECK	38.96
249632	11/24/2021	JOSH STOREY	CUSTOMER REFUNDS	CHECK	23.56
249633	11/24/2021	LUAN NGUYEN	CUSTOMER REFUNDS	CHECK	201.16
249634	11/24/2021	REDFINNOW BORROW LLC	CUSTOMER REFUNDS	CHECK	141.40
249635	11/24/2021	JASON WOODHOUSE	CUSTOMER REFUNDS	CHECK	1,274.22
249636	11/24/2021	GREG CLAUSEN	CUSTOMER REFUNDS	CHECK	121.82
249640	11/24/2021	PACIFIC COVES INVESTMENTS, LLC	PLANNING AND PLAN CHECK DEPOSIT REFUNDS	CHECK	10,153.87
249641	11/24/2021	RANCON GROUP	PLANNING AND PLAN CHECK DEPOSIT REFUNDS	CHECK	2,138.06
249651	12/02/2021	JASON ROUSE	CUSTOMER REFUNDS	CHECK	162.09
249652	12/02/2021	MARIA SALCEDO	CUSTOMER REFUNDS	CHECK	134.69
249653	12/02/2021	TERRY KLINE	CUSTOMER REFUNDS	CHECK	131.57
249654	12/02/2021	PATRICK MCGINNESS	CUSTOMER REFUNDS	CHECK	133.17
249655	12/02/2021	MIA STEELE	CUSTOMER REFUNDS	CHECK	149.14
249656	12/02/2021	RAMON FERNANDEZ	CUSTOMER REFUNDS	CHECK	67.30
249657	12/02/2021	DAMON HOLE	CUSTOMER REFUNDS	CHECK	133.42
249658	12/02/2021	HOME EXPO FINANCIAL INC.	CUSTOMER REFUNDS	CHECK	166.11
249659	12/02/2021	NOCHOLAS HOOPER	CUSTOMER REFUNDS	CHECK	188.15
249660	12/02/2021	COLIN TUM	CUSTOMER REFUNDS	CHECK	74.02
249661	12/02/2021	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	203.38
249662	12/02/2021	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	144.05
249663	12/02/2021	TODD PAYNE	CUSTOMER REFUNDS	CHECK	33.28
249664	12/02/2021	SD FINEST GROUP LLC	CUSTOMER REFUNDS	CHECK	64.89
249665	12/02/2021	RICHMOND AMERICAN HOMES	CUSTOMER REFUNDS	CHECK	58.95
249666	12/02/2021	RICHMOND AMERICAN HOMES	CUSTOMER REFUNDS	CHECK	55.63
249667	12/02/2021	RICHMOND AMERICAN HOMES	CUSTOMER REFUNDS	CHECK	55.63
249668	12/02/2021	SOPHIA GARCIA	CUSTOMER REFUNDS	CHECK	40.97
249669	12/02/2021	CYRIL OBADAN	CUSTOMER REFUNDS	CHECK	134.70



Payment Ratification Report

Cash Disbursements for 11/11/2021 through 12/02/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
249670	12/02/2021	CRYSTAL ROGERS	CUSTOMER REFUNDS	CHECK	97.80
249671	12/02/2021	DIANE DANGLEIS	CUSTOMER REFUNDS	CHECK	50.00
249672	12/02/2021	CARRIE SCHUYLER	CUSTOMER REFUNDS	CHECK	82.97
249673	12/02/2021	LEONIDAS BORBAJO	CUSTOMER REFUNDS	CHECK	116.37
249674	12/02/2021	SHADOE GRAY	CUSTOMER REFUNDS	CHECK	52.03
249675	12/02/2021	T&T MARKETING CONCEPTS CORP	CUSTOMER REFUNDS	CHECK	154.44
249676	12/02/2021	DWAYNE ALLEN	CUSTOMER REFUNDS	CHECK	123.59
249677	12/02/2021	NIKKOLAS STEVENS	CUSTOMER REFUNDS	CHECK	102.62
249678	12/02/2021	REDFINNOW BORROW LLC	CUSTOMER REFUNDS	CHECK	55.92
249679	12/02/2021	SAM HUDSON	CUSTOMER REFUNDS	CHECK	84.01
249680	12/02/2021	ANTHONY CRUZ	CUSTOMER REFUNDS	CHECK	12.01
249681	12/02/2021	WILLIAM BIGELSON	CUSTOMER REFUNDS	CHECK	200.00
249687	12/02/2021	DIAMOND W EXCAVATING INC.	WILL SERVE REFUND	CHECK	3,546.00
249688	12/02/2021	PALMS PARK, LLC	WILL SERVE REFUND	CHECK	3,546.00

WIRE TRANSFERS

680002161	11/16/2021	WESA GENERAL CHECKING	PMT OF PERSONNEL SVCS FOR OCT 2021	WIRE	2,234,206.38
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VIRTUAL PAYMENT PROGRAM

406	11/18/2021	APPLE ONE INC	TEMPORARY PERSONNEL	VIRTUAL	4,085.44
407	11/18/2021	CALIFORNIA HAZARDOUS SERVICES	UNDERGROUND STORAGE TANK SITE SUPERVISOR INSPECTIONS	VIRTUAL	1,100.00
408	11/18/2021	CINTAS CORPORATION	MATS, TOWELS & JANITORIAL SUPPLIES	VIRTUAL	528.52
409	11/18/2021	ICONIX WATERWORKS (US) INC	WATERWORKS SUPPLIES	VIRTUAL	7,472.86
410	11/18/2021	POLYDYNE INC	CHEMICALS	VIRTUAL	14,389.13
411	11/18/2021	SANDLER LASRY LAUBE BYER & VAL	LEGAL FEES	VIRTUAL	84.00
412	11/18/2021	SILVER AUTO COLLISON	TRUCK REPAIR	VIRTUAL	7,102.52
413	11/18/2021	WATER ONE	MONTHLY WATER TREATMENT SERVICE - OCT 2021	VIRTUAL	325.00
414	11/24/2021	ADVANCED CHEMICAL TRANSPORT	CHEMICALS	VIRTUAL	10,487.81
415	11/24/2021	AMERICAN MATERIAL CO	BUILDING, ELECTRICAL & SMALL TOOLS	VIRTUAL	1,686.76
416	11/24/2021	APPLE ONE INC	TEMPORARY PERSONNEL	VIRTUAL	2,223.05



Print Date: 12/07/2021

Payment Ratification Report

Cash Disbursements for 11/11/2021 through 12/02/2021

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
417	11/24/2021	BEST BEST AND KRIEGER	LEGAL SERVICES - OCT 2021	VIRTUAL	18,657.92
418	11/24/2021	CINTAS CORPORATION	MATS, TOWELS & JANITORIAL SUPPLIES	VIRTUAL	784.13
419	12/02/2021	CINTAS CORPORATION	MATS, TOWELS & JANITORIAL SUPPLIES	VIRTUAL	528.52
420	12/02/2021	MCCALL'S METER INC.	FIELD METER TESTS	VIRTUAL	375.00

Reviewed By: *Kevin R. Cardozo*

Date: Dec 7, 2021



Our Mission...

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

DATE: December 16, 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

Assembly Bill 361 (AB 361) allows 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 issued a proclamation declaring a state of emergency due to the COVID-19 pandemic pursuant to section 8625 of the California Emergency Services Act.

In light of state or local officials' continued recommendations to promote social distancing, the Board of Directors initially adopted Resolution No. 21-11-01 on November 9, 2021 making findings and determinations under AB 361 for virtual meetings. Per AB 361, it is required to reassess and extend findings and determinations for continued virtual meeting every 30 days, and adopt subsequent resolutions. The Board of Directors recently adopted Resolution No. 21-11-02 on November 23, 2021 in order for its Board Meetings, Study Sessions, Committee Meetings and other Brown Act bodies to continue to be held as virtual meetings pursuant to AB 361 and Government Code section 54953(e). This resolution is effective for 30 days, or until December 23, 2021. Subsequent to this meeting, the Board will meet on January 13, 2022. Considering the

continued state of emergency and recommended measures to promote social distancing, it is staff's recommendation to adopt the attached resolution reaffirming and extending findings and determinations under AB 361 for continued virtual meetings. If approved this resolution will be effective for 30 days, or January 16, 2022.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Adoption of the proposed resolution will have no fiscal impact.

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

Attachments:

Draft Resolution

RESOLUTION 21-12-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 December 16, 2021.

, 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



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: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: REORGANIZATION OF BOARD COMMITTEES

STRATEGIC GOAL

Build Recognized Value

RECOMMENDATION

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

1. Approve the attached Matrix of assigned meetings for the 2022 calendar year, and;
2. Authorize the appropriate amendments to the Administrative Code.

BACKGROUND

Committees were created to take care of matters which arise and require committee-level study and recommendation. Each committee shall meet at times to be agreed upon by the committee members and shall consider matters referred to it by the Board or matters within the scope of its duties which are presented to it by its members or the General Manager. Meeting of Committees shall be arranged through the Administration Department and will be posted in accordance with the Borwn Act.

At the Study Session meeting of November 3, 2021, the Board reviewed the Director's Meeting Matrix. A request was made to update the attendees for the Temescal MAC monthly meetings to Directors Ryan and Williams, with one Director attending on an alternating basis.

Staff is presenting Administrative Code Section 510.G, the Directors Meeting Matrix, for the Board's consideration and adoption at this time.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Not applicable.

Originated by: Terese Quintanar – Administration

Reviewed by: Christy Gonzalez – Administration

Attachments:

Draft Meeting Matrix for 2022 (Administrative Code Section 510.G)

G Directors' Matrix for 2022:

1	Regular Board meeting	All Directors
2	Special Board meeting or Study Session	All Directors
3	Adjourned Board meeting	All Directors
4	Board Study Session	All Directors
5	Ad Hoc Committees	Appointed by Board President
6	ACWA Conference	All Directors
7	CASA Conference	All Directors
8	ACWA Region 9 / Region 9 activities	Ryan, Williams -Alt / All Directors
9	ACWA/JPIA	(Williams, Ryan-Alt)
10	Board committees Finance & Administration (FAC) Engineering & Operations (E&OC) Legislation, Conservation & Outreach (LCOC) Water Planning (WPC)	(FAC, Williams, Ryan) (E&OC, Edmondson, Ryan) (LCOC, Ryan, Williams) (WPC, Morris, Burke)
11	California Municipal Utilities Association (CMUA) Meetings	All Directors
12	CA-NV American Water Works Association (CA-NV AWWA) Meetings	All Directors
13	California Special Districts Association (CSDA) Meetings	All Directors
14	Canyon Lake City Council	(Burke, Williams-Alt)
15	Canyon Lake POA / Canyon Lake Group Meeting	(Burke, Williams-Alt)
16	Eastern M.W.D. Group	(Burke, Ryan)
17	Bedford-Coldwater Groundwater Sustainability Agency (BCGSA) JPA	(Williams)
18	Inspection Tours (e.g., Colorado River Aqueduct, Diamond Valley Lake, other)	All Directors
19	Local Agency Formation Commission (LAFCO)	(Williams)
20	L.E. Chamber Student of the Month and Student of the Year	(Ryan, Edmondson – Alt)
21	Lake Elsinore City Council	(Williams, Ryan) attendees alternate Monthly
22	Lake Elsinore City Group	(Ryan, Williams)
23	Lakeland Village Community Advisory Council	(Edmondson, Williams – Alt)
24	LESJWA	(Williams, Morris-Alt)
25	LEUSD School Board	(Edmondson, Morris)
26	Meeks & Daley Water Co.	(Morris, Edmondson)
27	Meetings, Summits or Conferences with elected officials and/or agency representatives, SAWPA, Chambers of Commerce, dedication or groundbreaking ceremonies, POA's or HOA's regarding matters within the subject matter jurisdiction of the District (Attendees must be listed on the Days of Service Report Form)	All Directors
28	Murrieta Student of the Month	(Morris, Ryan- Alt)
29	Metropolitan Water District of So. Cal. (MWD) Meetings	All Directors
30	Murrieta City Council	(Morris)
31	National Water Resources Association Conferences	All Directors
32	Quail Valley Environmental Coalition	(Burke, Williams – Alt)
33	Rancho California W.D. Group	(Morris, Williams)
34	Rancho – Western – SRRRA (Santa Rosa JPA)	(Morris, Williams-Alt)
35	Temescal MAC	(Williams, Ryan) attendees alternate Monthly

36	Urban Water Institute, Inc.	(Burke)
37	Western M.W.D. Group	(Morris, Burke)
38	Wildomar City Council	(Morris, Edmondson) – attendees alternate monthly
39	Wildomar City Group Meeting	(Edmondson, Morris)

1. Advance approval by the Board is not required except when the activity or meeting will cost in excess of \$500 per participant.
2. Representatives in (parenthesis) have been appointed by the Board of Directors.



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: December 16, 2021

TO: Board of Directors

FROM: General Manager

**SUBJECT: ADOPT A RESOLUTION OF THE BOARD OF DIRECTORS OF
ELSINORE VALLEY MUNICIPAL WATER DISTRICT AUTHORIZING
PARTICIPATION IN THE CALIFORNIA WATER AND WASTEWATER
ARREARAGE PAYMENT PROGRAM**

STRATEGIC GOAL

Maintain Financial Strength and Resiliency
Provide Excellent and Effective Customer Service

RECOMMENDATION

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

1. Adopt a resolution authorizing participation in the State Water Resources Control Board's California Water and Wastewater Arrearage Payment Program funding, and
2. Authorize staff to disburse funds in the amount of \$1,675,469.43 to customer accounts and \$50,264.08 in approved administrative fees to offset District G&A expenses, for a total of \$1,725,731.51, per the guidelines outlined in the California Water and Wastewater Arrearage Payment Program.

BACKGROUND

Elsinore Valley Municipal Water District (EVMWD) is a special district whose revenue is dependent on providing clean and reliable water and wastewater services to its customers. In order to provide these services, the District must bill and receive payment from ratepayers. In March of 2020, Governor Newsom issued a State of Emergency for the COVID-19 pandemic. Non-essential businesses were mandated to close and schools sent students home resulting in customers experiencing childcare issues, job loss and other financial hardships. Shortly after, the Governor issued Executive Order N-42-20 which prohibited water systems from shutting off water due to nonpayment of water and wastewater bills for all residential and critical infrastructure small businesses. As a result, water providers have been impacted financially.

The State Water Resources Control Board (SWRCB) created the California Water and Wastewater Arrearage Payment Program (CWWAPP) utilizing \$985 million in federal funding allocated by the California state legislature. CWWAPP provides relief to community water and wastewater systems for unpaid bills related to the pandemic. The SWRCB has designated the first round of funding to cover unpaid water charges for residential and commercial customers accrued between March 4, 2020 and June 12, 2021 only. If the program still has funding available, payment for the wastewater portion of the unpaid bills will be released by the SWRCB in early 2022.

In August 2021, SWRCB launched a survey of community water systems to determine the how to allocate the \$985 million in funding. 2,293 water systems responded to the survey and reported a total of over \$315 million in arrearages. At the time, the District reported approximately \$1,480,345 in arrearages. A total of \$1,442,471 of the arrearage amount came from 3,086 residential accounts and the remaining \$37,564 from 52 commercial accounts.

In mid-September, SWRCB issued guidelines establishing the process and criteria for the allocation and administration of the funds. The criteria for water systems included allocating payments as bill credits within 60 days of payment receipt from SWRCB, establishing payment plans for customers, prohibitions on discontinuing water service, written notification to each eligible customer, and reporting on expenditures and customer credits.

On October 5, 2021 water systems were able to begin submitting applications for the arrearage funding. District staff submitted an application on October 28, 2021 originally requesting a revised total amount of \$1,689,669.00. The amount requested was for a total of 3,265 delinquent accounts and included a 3% administrative fee of \$49,213.66. At the time the application was sent, the District also provided SWRCB with a list of the delinquent account numbers and the specific amounts accrued during the March 4, 2020 through June 15, 2021 period.

SWRCB staff subsequently contacted District staff inquiring about the District's Rate Assistance for Residents of Elsinore Valley Rate Assistance Program (RARE). Because the program is an existing Customer Assistance Program (CAP), SWRCB authorized reimbursement for RARE credits issued to eligible delinquent accounts for the same timeframe. A revised application was submitted including an additional \$34,853.72 in funding for CAP reimbursements bringing the revised total amount requested to \$1,725,733.51. The new amount consisted of \$1,631,577.64 for 3,208 residential accounts, \$43,891.79 for 57 commercial accounts and \$50,264.08 in approved administrative fees.

On November 18, 2021, staff received email confirmation that the application was approved. Payment is expected to be received shortly and staff is prepared to apply the funds as credits to the specified accounts. It is important to note that the funding will only cover arrearages incurred between March 4, 2020 and June 15, 2021 therefore customers will still be liable for amounts incurred before and after that time period. District staff will continue to offer financial assistance programs and payment arrangements to assist customers with any remaining past due balances.

After careful consideration, it is staff's recommendation that the Board of Directors adopt a resolution authorizing participation in the State Water Resources Control Board's California Water and Wastewater Arrearage Payment Program funding, and authorize staff to disburse funds in the amount of \$1,675,469.43 to customer accounts and apply approved administrative fees of \$50,264.08 to offset District G&A expenses, for a total of \$1,725,731.51, per the guidelines outlined in the California Water and Wastewater Arrearage Payment Program.

ENVIRONMENTAL WORK STATUS

Not Applicable

FISCAL IMPACT

Federal Funding from the State Water Resources Control Board (SWRCB) for the California Water and Wastewater Arrearage Payment Program (CWWAPP) in the amount of \$1,675,469.43 will be applied to customer accounts and \$50,264.08 in approved administrative fees will offset District G&A expenses, for a total of \$1,725,731.51, per the guidelines provided.

Originated by: Christina N. Henry – Community Relations Manager

Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

CWWAPP Resolution

RESOLUTION NO. 21-12-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ELSINORE VALLEY MUNICIPAL WATER DISTRICT OF
RIVERSIDE COUNTY AUTHORIZING PARTICIPATION IN
THE CALIFORNIA WATER AND WASTEWATER
ARREARAGE PAYMENT PROGRAM (“CWWAPP”)

WHEREAS, the Elsinore Valley Municipal Water District of Riverside County (“EVMWD”) is a municipal water district established organized under the Municipal Water District Act of 1911; and

WHEREAS, on March 4, 2020 Governor Newsom proclaimed a state of emergency due to the COVID-19 pandemic, issued Executive Order N-33-20 to require individuals to stay at home except as needed to maintain continuity of critical operations, issued Executive Order N-42-20 prohibiting discontinuation of water service indefinitely, and issued Executive Order N-60-20 that created a risk-based approach to reopening the economy; and

WHEREAS, the stay at home order and risk-based reopening framework were rescinded on June 11, 2021 by Executive Order N-07-21 and many provisions of other Executive Orders were phased out by Executive Order N-08-21. Executive Order N-08-21 also established September 30, 2021 as the end date for the utility service shutoff moratorium; and

WHEREAS, there have been economic impacts as a result of the COVID-19 pandemic and associated public health measures, including leaving many Californians unable to pay their water and wastewater bills due to lack of reliable and consistent employment; and

WHEREAS, in response to the economic conditions caused by the COVID-19 pandemic, Section 19.55 (17) of the State Budget Act of 2021, as established by Assembly Bill No. 128 (Chapter 21, Statutes of 2021) and as amended by Senate Bill No. 129 (Chapter 69, Statutes of 2021), provided nearly \$1 billion to the State Water Resources Control Board (“State Board”) to administer the CWWAPP to reduce delinquent water and wastewater balances for customers experiencing financial hardships related to the economic impacts of the COVID-19 pandemic; and

WHEREAS, funding for CWWAPP is payable from the State’s share of the federal Coronavirus Fiscal Recovery Fund of 2021. Assembly Bill 148 (Chapter 115, Statutes of 2021) formally established the CWWAPP within the State Board and enumerates the program’s requirements for water and wastewater system participation; and

WHEREAS, eligible customers are all residential and certain commercial customers, past due bills mean any customer bills for drinking water that are 60 days or more past due and includes both active and inactive accounts, as well as customer

accounts that have payment plans or payment arrangements, and the COVID-19 pandemic bill relief period means the period starting March 4, 2020 and ending June 15, 2021; and

WHEREAS, to receive CWWAPP funding on behalf of eligible customers a community water system, such as EVMWD, must complete both a survey and application including submitting all necessary data and information to support the water system's request for CWWAPP funding; and

WHEREAS, if there are insufficient funds, the State Board must allocate funds on a proportional basis. If there are sufficient funds to reimburse the total amount of reported arrearages and revenue shortfalls of community water systems, the State Board shall establish a program for funding wastewater treatment provider arrearages and shortfalls in accordance with the remaining funds; and

WHEREAS, the State Board will begin disbursing funds no later than November 1, 2021 and complete distribution of funds by January 31, 2022. The wastewater service program must start after substantial completion of the water service program and in no instance later than February 1, 2022; and

WHEREAS, Elsinore Valley Municipal Water District operates community water and wastewater systems with eligible customers that have past due bills during the COVID-19 pandemic bill relief period.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Elsinore Valley Municipal Water District of Riverside County ("Board") as follows:

Section 1 The Board hereby approves EVMWD's participation in CWWAPP.

Section 2 The Board hereby authorizes the General Manager, or his designee, to take any and all action which may be necessary for program participation on behalf of EVMWD. Such actions may include, but are not limited to, completing any survey and application which may be required by the State Board.

Section 3 The Board hereby authorizes the General Manager, or his designee, to take any and all action which may be necessary to accept funds received from CWAPP and to expend said funds, all in accordance with applicable laws, regulations and EVMWD policies.

Section 4 The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 5 This Resolution shall become effective upon the date of adoption.

Section 6 If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected

thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

APPROVED, ADOPTED AND SIGNED this 16th day of December 2021.

, 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



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: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: APPROVAL OF A PUBLICATION FOR PUBLIC NOTICE OF ACCUMULATED UNCLAIMED MONIES FOR THE PURPOSE OF TRANSFERRING UNCLAIMED MONIES TO THE DISTRICT GENERAL FUND

STRATEGIC GOAL

Provide Excellent and Effective Customer Service

RECOMMENDATION

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

To publish public notices of accumulated unclaimed monies and transfer unclaimed monies to the District General Fund, the General Manager and staff recommend that the Board of Directors:

1. Approve publication of public notices of accumulated unclaimed monies for calendar year 2018 in the amount of \$6,239.93;
2. Authorize the use of the unclaimed monies related to customer refunds for community support programs, and unclaimed monies related to developer planning fees to be returned to the Engineering Funds; and,
3. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

Government Code Sections 50050-50056 allow the District to make unclaimed monies available for general use and specifies that they must have remained unclaimed on the District's books for a period of three years or more. It has been the District's practice to follow these Government Code sections and staff is planning to remove unclaimed monies for calendar year 2018.

Attached as "Attachment A" is a list of individuals and business entities to whom the District has unpaid amounts owing, un-cashed checks, or monies on the books totaling \$6,239.93 for calendar year 2018 that have remained outstanding. The District has accumulated these monies as a result of refunds relating to closed water accounts and developer planning fees. These monies remain unclaimed due to being returned undeliverable with no forwarding address, companies closing or filing bankruptcies, or for various other reasons. Staff has performed their due diligence to reissue these unclaimed checks to a valid address by comparing the existing business address with current databases and a Google search.

Government code also specifies that before a transfer to the general fund can take place, the Board of Directors must authorize the transfer and appropriate notice must be given in a local newspaper. Upon authorization from the Board, staff will fulfill the public notice requirement and claimants will have 45 days from the first publication date to file a verifiable claim. All claims submitted will be reviewed and verified by staff. The first publication date is scheduled for Sunday, December 26, 2021. Staff will also ensure that the public is notified through other means, including posting through the EVMWD website and distributing amongst customers through various tactics, including social media and through our quarterly newsletter, as appropriate.

Unclaimed funds over one year from issue date are available for viewing on www.evmwd.com. Funds can also be claimed online, in person, or by mail.

After 45 days, the District will transfer any remaining unclaimed customer refunds for community support programs.

The potential transfer of unclaimed funds for calendar 2018 is \$6,239.93:

- \$5,464.20 related to Customer Service Refunds
- \$775.73 related to Planning Fee Refunds

For information purposes, the balance of potential future unclaimed funds currently totals \$37,944.80.

Potential unclaimed monies for calendar year 2019 are currently \$9,764.43:

- \$9,764.43 related to Customer Service Refunds

Potential unclaimed monies for calendar year 2020 are currently \$28,180.37:

- \$300.00 related to Accounts Payable Refunds
- \$7,548.46 related to Customer Service Refunds
- \$20,331.91 related to Inspection Fee Refunds

The final amount to be transferred is undetermined at this time.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

- Within Budget – Not Applicable.

Originated by: LaDawn Allen and Teri Cardoza – Finance

Reviewed by: Robert Hartwig, CPA, MBA – Finance

Attachments:

Notice of Disposition of Accumulated Unclaimed Deposits EVMWD
Detail of Unclaimed Funds dated December 16, 2021 - Attachment A

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
DETAIL OF UNCLAIMED FUNDS FOR 2018
AS OF DECEMBER 16, 2021

<u>CHECK #</u>	<u>PAYEE NAME</u>	<u>CHECK DATE</u>	<u>CHECK AMOUNT</u>
Customer Refunds			
235682	JIA PEI GUAN	1/4/2018	154.47
235689	AMALIO GONZALEZ	1/4/2018	47.68
235818	ERIC GARCIA	1/18/2018	63.46
235821	OSCAR COKER	1/18/2018	83.95
235828	ZABRINA WEINERT	1/18/2018	84.98
235866	JIM LEE	1/25/2018	26.27
235869	JIA PEI GUAN	1/25/2018	69.25
236162	LESLIE BIRCHARD	2/22/2018	168.69
236261	LUZ HEREDIA	3/1/2018	32.71
236277	GREG CASSIDY	3/1/2018	75.00
236329	SOOKA TARK	3/8/2018	160.05
236483	FULONG THENT	3/22/2018	141.83
236486	DAYBREAK MANOR INC.	3/22/2018	161.78
236489	MARIA FIERRO	3/22/2018	166.70
236552	MARILYN MORALES	3/29/2018	157.52
236695	DONALD DEYOUNG	4/12/2018	152.71
236829	AN NGO	4/26/2018	47.41
236831	ADAM CAMPBELL	4/26/2018	129.92
236842	AARON ACEVES	4/26/2018	75.09
236941	ERVIN SNEAD	5/3/2018	77.85

<u>CHECK #</u>	<u>PAYEE NAME</u>	<u>CHECK DATE</u>	<u>CHECK AMOUNT</u>
Customer Refunds			
236972	DEREK BARNHART	5/3/2018	19.09
237111	DIRK STEWART	5/17/2018	52.33
237116	ROSA QUINTERO	5/17/2018	94.04
237128	MEREDITH DU	5/17/2018	165.77
237182	ANTHONY VALENTINE	5/31/2018	34.65
237289	YVONNE MONAHAN	6/7/2018	88.42
237326	DENNISON BROWN	5/31/2018	51.91
237339	YING KIAN WU	5/31/2018	28.20
237436	HAI NGYUEN	6/21/2018	26.06
237484	BELINDA ROCKWOOD	6/28/2018	53.94
237616	CHRIS VARELA	7/12/2018	108.95
237628	DULCE MORENO	7/12/2018	18.77
237635	GERALD JOHNSON	7/12/2018	77.71
237645	HAZIM IBDULZAHRA	7/12/2018	22.00
237769	C/O BOA PRESALE	7/19/2018	52.87
237798	SCOTT MONSON	7/26/2018	16.10
237807	DIANE ROBERT	7/26/2018	67.35
237897	NOLAN HIXSON	8/2/2018	77.83
237907	APRIL POTTER	8/2/2018	64.78
237945	MONICA VILLANUEVA	8/9/2018	89.70
237947	JORGE CERVANTES	8/9/2018	14.82
237967	ESSIE RAMIREZ	8/9/2018	99.83
238056	KACEE MUNOZ	8/16/2018	84.28
238097	ELIZABETH STOUT	8/23/2018	46.40
238139	SIX STAR INVESTMENTS, LLC.	8/30/2018	67.65

<u>CHECK #</u>	<u>PAYEE NAME</u>	<u>CHECK DATE</u>	<u>CHECK AMOUNT</u>
Customer Refunds			
238349	MICHAEL KEITH	9/20/2018	28.66
238369	DENISE MATHENY	9/20/2018	190.92
238414	BRAD HINER	9/27/2018	49.62
238426	XIA BI	9/27/2018	200.00
238510	DAYNA IMPERATI	10/4/2018	133.45
238558	RICHARD PALOMO	10/11/2018	30.31
238673	SIGNATURE CAPITAL PROPERTIES, L	10/25/2018	210.84
238774	SHERRI KNELL	11/8/2018	107.50
238926	HAZEL HENSLEY	11/21/2018	90.17
238932	KELLY MORRILL	11/21/2018	61.20
239053	CORRINE JACKSON	12/6/2018	81.91
239102	YESNIA CLAUSTRO	12/6/2018	32.69
239105	BRANDON C ROTELLINI	12/6/2018	11.11
239106	CHRIS HAWKINS	12/6/2018	15.76
239205	AMANDA JOY	12/20/2018	183.84
239206	THUY TRAN	12/20/2018	68.92
239209	JODANA SYKES	12/20/2018	180.73
239216	MARIA CRUZ	12/20/2018	185.80
TOTAL CUSTOMER REFUNDS			5,464.20
Inspection and Standby Fee Refunds			
239099	TEMESCAL CANYON PROPERTIES	12/6/2018	775.73
TOTAL PLANNING FEE REFUNDS			775.73
TOTAL UNCLAIMED FUNDS			\$ 6,239.93

**NOTICE OF DISPOSITION
OF ACCUMULATED
UNCLAIMED MONIES
ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

The Elsinore Valley Municipal Water District has accumulated on its books unclaimed monies in the amount of \$6,239.93, which has remained unclaimed for at least three years. In accordance with Government Code Sections 50050-50056, the District proposes to transfer these funds from the unclaimed monies accounts to the general use portion of the General Fund. This transfer will take place on February 9, 2022.

Any claimant, as person, heir, beneficiary or duly-appointed representative who can substantiate a claim upon any portion of these funds must submit a claim online, in person or by mail to the Elsinore Valley Municipal Water District before the above mentioned date. The claim must include the claimant's name, address, amount of claim, and the grounds on which the claim is founded. Each claim will be reviewed and verified by the District prior to release of unclaimed funds.

Written claims should be addressed to: Elsinore Valley Municipal Water District, Attention: Accounting Manager, P.O. Box 3000, Lake Elsinore, CA 92531.

TO BE PUBLISHED: December 26, 2021 and January 2, 2022.

<u>PAYEE NAME</u>	<u>CHECK AMT</u>
AARON ACEVES	\$ 75.09
ADAM CAMPBELL	129.92
AMALIO GONZALEZ	47.68
AMANDA JOY	183.84
AN NGO	47.41
ANTHONY VALENTINE	34.65
APRIL POTTER	64.78
BELINDA ROCKWOOD	53.94
BRAD HINER	49.62
BRANDON C ROTELLINI	11.11
C/O BOA PRESALE	52.87
CHRIS HAWKINS	15.76
CHRIS VARELA	108.95
CORRINE JACKSON	81.91
DAYBREAK MANOR INC.	161.78
DAYNA IMPERATI	133.45

<u>PAYEE NAME</u>	<u>CHECK AMT</u>
DENISE MATHENY	190.92
DENNISON BROWN	51.91
DEREK BARNHART	19.09
DIANE ROBERT	67.35
DIRK STEWART	52.33
DONALD DEYOUNG	152.71
DULCE MORENO	18.77
ELIZABETH STOUT	46.40
ERIC GARCIA	63.46
ERVIN SNEAD	77.85
ESSIE RAMIREZ	99.83
FULONG THENT	141.83
GERALD JOHNSON	77.71
GREG CASSIDY	75.00
HAI NGYUEN	26.06
HAZEL HENSLEY	90.17
HAZIM IBDULZAHRA	22.00
JIA PEI GUAN	154.47
JIA PEI GUAN	69.25
JIM LEE	26.27
JODANA SYKES	180.73
JORGE CERVANTES	14.82
KACEE MUNOZ	84.28
KELLY MORRILL	61.20
LESLIE BIRCHARD	168.69
LUZ HEREDIA	32.71
MARIA CRUZ	185.80
MARIA FIERRO	166.70
MARILYN MORALES	157.52
MEREDITH DU	165.77
MICHAEL KEITH	28.66
MONICA VILLANUEVA	89.70
NOLAN HIXSON	77.83
OSCAR COKER	83.95
RICHARD PALOMO	30.31
ROSA QUINTERO	94.04
SCOTT MONSON	16.10
SHERRI KNELL	107.50
SIGNATURE CAPITAL PROPERTIES, LLC	210.84
SIX STAR INVESTMENTS, LLC.	67.65
SOOKA TARK	160.05
TEMESCAL CANYON PROPERTIES	775.73
THUY TRAN	68.92

<u>PAYEE NAME</u>	<u>CHECK AMT</u>
XIA BI	200.00
YESNIA CLAUSTRO	32.69
YING KIAN WU	28.20
YVONNE MONAHAN	88.42
ZABRINA WEINERT	84.98
TOTAL UNCLAIMED FUNDS:	\$ 6,239.93



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

DATE: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH ADVANCED CHEMICAL TRANSPORT, INC. FOR HAZARDOUS WASTE COLLECTION, TRANSPORT, AND DISPOSAL

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

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

1. Approve Amendment No. 2 to the Contract Services Agreement with Advanced Chemical Transport, Inc. in the amount of \$50,000, with two optional one-year contract extensions in the amount of \$50,000 each, for a total of \$250,000; and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

EVMWD routinely generates hazardous waste materials, including but not limited to used oil, corrosive liquids, corrosive solids, flammable liquids, and universal waste. As a result, the EPA has categorized EVMWD as a large quantity generator and under the EPA definition of a large quantity generator, hazardous waste materials may only be collected on-site for a maximum of 90 days before they are required to be disposed of.

On January 9, 2020, the Board approved a two-year Contract Services Agreement (\$50,000), including three one-year optional extensions (\$25,000 each year/\$75,000) with Advanced Chemical Transport, Inc., for a total amount of \$125,000. Subsequently, several atypical situations occurred, which required non-routine hazardous collection and disposal. In response, on January 4, 2021, under the General Manager's authority additional services were added to the scope of work and an additional \$50,000 as Amendment No. 1, for a total revised contract price of \$100,000 for the first two years.

During the past year, additional departments began to utilize the hazardous waste removal services. One example is the underground diesel fuel leak, which required soil testing, removal and disposal of contaminated soil, in the amount of \$40,000. In addition, multiple well sites required disposal of treatment chemicals due to inactivity and chemical system maintenance in the amount of \$22,000. As a result of the unforeseen events, the initial estimated amount of \$25,000 per year is no longer sufficient for this contract agreement and staff is requesting an increase in the annual amount for Hazardous Waste Collection, Transport, and Disposal Services from \$25,000 to \$50,000 each year, for the next three years.

Hazardous material cleanup and hauling is specialized work that requires specific equipment and training which is best delegated to a professional vendor.

Staff presented this item at the December 6, 2021 Engineering and Operations Committee meeting. After careful review, the Committee and staff recommend that the Board approve an Amendment to the Contract Services Agreement with Advanced Chemical Transport, Inc. in the amount of \$50,000, along with two optional one-year contract extensions, each in the amount of \$50,000, for a total contract amount of \$250,000.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within Budget – Yes.

Originated by: Jase Warner – Operations

Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

Advanced Chemical Transport, Inc. Amendment

**AMENDMENT NO.2 TO THE CONTRACT SERVICES AGREEMENT FOR
HAZARDOUS COLLECTION, TRANSPORT & DISPOSAL**

1. PARTIES AND DATE

This Amendment No.2 to the Contract Service Agreement for the Hazardous Collection, Transport & Disposal 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 Advanced Chemical Transport, Inc. (“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 January 9, 2020 for the purpose of providing Hazardous Disposal services (the “Master Agreement”).
- 2.2 The District and the Consultant have entered into an Amendment No.1 to the Master Agreement, dated January 4, 2021 for the purpose of amending the scope of work and adding additional compensation to the Master Agreement.
- 2.3 The Parties have continued to perform their respective obligations set forth in Master Agreement beyond the original stated term and understand and agree that the Master Agreement is in full force and effect as of the date of this Amendment No.2.
- 2.4 The Parties now desire to amend the Master Agreement in order to add additional compensation, update pricing, 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 as amended by Amendment No.1, 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 December 31, 2022 unless earlier terminated as provided in the Master Agreement.

- 4.2 The Services are hereby amended to include the revised pricing set forth in Attachment 1, attached hereto and incorporated herein.
- 4.3 The maximum compensation for services performed pursuant to this Amendment No.2 the Master Agreement is Fifty Thousand Dollars (\$50,000.00) thereby increasing the total not to exceed compensation of the Master Agreement in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00). Work shall be performed at the rates set forth in the Master Agreement as amended by this Amendment No.2.
- 4.4 Except as amended by this Amendment No. 2 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.2.
- 4.5 This Amendment No.2 may be signed in counterparts, each of which shall constitute an original.

[signatures on following page]

**SIGNATURE PAGE TO
AMENDMENT NO.2 TO THE CONTRACT SERVICES AGREEMENT FOR
HAZARDOUS COLLECTION, TRANSPORT & DISPOSAL**

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: _____

Name: _____

Title: _____

Dated: _____

ADVANCED CHEMICAL TRANSPORT, INC.:

By: _____
DocuSigned by:
Steven Terwiske
DEC06AE8F681482...

Name: Steven Terwiske

Title: Regional Sales Manager

Dated: December 6, 2021

ATTACHMENT NO.1

ELSINORE VALLEY MUNICIPAL WATER DISTRICT					
New Price Effective 12-2021	Year 1-2	UM	PRODUCT CODES	Description Or Waste Name	CONTAINER Size
\$ 0.13	\$ 0.12	EA	FEE-FS12	Fuel & Energy Surcharge Special Projects	
\$ 0.28	\$ 0.27	FT	E-ACT001-FT	Fluorscent Tubes	
\$ 0.50	\$ 0.48	G	K-PURE/NH 0-9	Non Haz Clarifier Water	
\$ 4.62	\$ 4.40	LB	E-ACT002-LB	U-Tubes/Compacts/Circular	
\$ 5.15	\$ 4.90	LB	E-ACT003-LB	HID lamps	
\$ 8.40	\$ 8.00	EA	MATERIALS-PPD	PPE Level D	
\$ 17.85	\$ 17.00	EA	DRUM-P5	Drum 5 gallon	
\$ 21.00	\$ 20.00	EA	DRUM-FLUOR BOX 8	Supply Box	
\$ 24.15	\$ 23.00	DAY	EQUIP/TOOL-EQUIP	Equipment/tool	
\$ 28.35	\$ 27.00	DAY	EQUIP/TOOL-SAW SAL	Equipment/tool	
\$ 28.35	\$ 27.00	EA	EQUIP/TOOL-HOSE	Equipment/tool	
\$ 35.70	\$ 34.00	EA	MATERIALS2	Vermiculite absorbent	
\$ 36.75	\$ 35.00	EA	FEE-M	Manifest fee	
\$ 39.90	\$ 38.00	HR	LABOR-STAKEBED TRUCK	Project Vehicle	
\$ 44.10	\$ 42.00	EA	DRUM-P15	Drum Supply	
\$ 44.10	\$ 42.00	EA	DRUM-P15	Drum Supply	
\$ 44.10	\$ 42.00	EA	DRUM-P15CT	Drum Supply	
\$ 54.60	\$ 52.00	EA	DRUM-P30R	Drum Supply	
\$ 58.80	\$ 56.00	EA	DRUM-F CYL 4FT	4 foot lamp cylinder	
\$ 59.85	\$ 57.00	HR	APL-CLASS B TRK	Class B truck	
\$ 59.85	\$ 57.00	HR	EQUIP/TOOL-EQUIP	Equipment/tool	
\$ 59.85	\$ 57.00	HR	TRANS-GT USE	Gear Truck	
\$ 60.38	\$ 57.50	EA	FEE-ANALYICALS	CA Certified Analytical Testing	
\$ 65.10	\$ 62.00	EA	DRUM-M30	Drum Supply	30
\$ 65.10	\$ 62.00	EA	DRUM-M55CTR	Drum Supply	
\$ 65.10	\$ 62.00	EA	DRUM-M55R	Drum Supply	
\$ 65.10	\$ 62.00	EA	DRUM-P55CTR	Drum Supply	
\$ 65.10	\$ 62.00	EA	DRUM-P55R	Drum Supply	
\$ 65.10	\$ 62.00	EA	DRUM-P55R	Drum Supply	
\$ 75.60	\$ 72.00	EA	DRUM-CUYD	Cubic Yard Box Supply	
\$ 89.25	\$ 85.00	EA	AR/AEROSOLS*	Aerosols - 5 Gallon	5
\$ 89.25	\$ 85.00	EA	E-ACT013	Nickel Cadmium batteries (Dry Cell)	5
\$ 89.25	\$ 85.00	EA	E-ACT015	Gel Cell Lead batteries	5
\$ 90.56	\$ 86.25	EA	FEE-ANALYICALS	CA Certified Analytical Testing	
\$ 93.45	\$ 89.00	HR	LABOR-PM	Labor Project Manager	
\$ 93.45	\$ 89.00	HR	LABOR-T1	Labor Tech 1	
\$ 98.70	\$ 94.00	HR	LABOR-DRIVER	Labor Driver	
\$ 99.75	\$ 95.00	EA	E-ACT010	Alkaline Batteries (recycle)	5
\$ 131.25	\$ 125.00	HR	LABOR-TANKER1	Labor Tanker Driver	
\$ 141.75	\$ 135.00	EA	A-PAINT CAN	Mixed Paints (only) Loose-Packs for Fuels	15
\$ 141.75	\$ 135.00	EA	AR/L1	FLAMMABLE ; GASOLINE; DIESEL LIQUID FUELS - NO SET	15
\$ 141.75	\$ 135.00	EA	YES/NHS	Non-RCRA/Non Hazardous Solids oily debris, soil with d	55
\$ 141.75	\$ 135.00	EA	YES/NHS	Non-RCRA/Non Hazardous Solids oily debris, soil with d	15
\$ 141.75	\$ 135.00	EA	YES/NHS	Non-RCRA/Non Hazardous Solids oily debris, soil with d	30
\$ 141.75	\$ 135.00	EA	YES/NRNH L	Commodity Pack Non RCRA/Non Haz Liquid	5
\$ 143.85	\$ 137.00	EA	ACHLCCR*	LABPACK FOR INCINERATION Non Reactive	5
\$ 147.00	\$ 140.00	EA	USE5	California Regulated Solids (direct landfill) Battery Spill C	30
\$ 156.45	\$ 149.00	EA	USE11	California Hazardous liquids for solidification Non RCRA	30
\$ 157.50	\$ 150.00	DAY	APL-TRANS GT	Gear Truck	
\$ 159.60	\$ 152.00	EA	YES/NHL	Non-RCRA/Non Hazardous Liquids Oily Water; Rinesate	55
\$ 168.00	\$ 160.00	EA	USE11	California Hazardous liquids for solidification Non RCRA	55
\$ 168.00	\$ 160.00	EA	USE5	California Regulated Solids (direct landfill) Battery Spill C	55
\$ 183.75	\$ 175.00	EA	E-ACT021	Mixed Electronic Devices (Printers, faxes, etc.)	15
\$ 183.75	\$ 175.00	EA	USE18-1 TO 30	Alkaline Solutions (Alkaline Content, 1% to 30%, <10,000	15
\$ 183.75	\$ 175.00	EA	YES/NRCP	Commodity Pack Non RCRA/Non Haz Liquid Non RCRA C	55
\$ 183.75	\$ 175.00	EA	YES/NRNH L	Commodity Pack Non RCRA/Non Haz Liquid Non RCRA C	55

ATTACHMENT NO.1

\$ 183.75	\$ 175.00	EA	YES/NRNH L	Commodity Pack Non RCRA/Non Haz Liquid Non RCRA C	15
\$ 189.00	\$ 180.00	EA	E-ACT019	Lead Acid batteries	15
\$ 189.00	\$ 180.00	EA	YES/NHL	Non-RCRA/Non Hazardous Liquids Oily Water; Rinesate	55
\$ 204.75	\$ 195.00	EA	A-PAINT CAN	Paint Related Material Mixed Paints (only) Loose-Packs	30
\$ 208.95	\$ 199.00	EA	AR/L1	FLAMMABLE ; GASOLINE; DIESEL LIQUID FUELS - NO SET	55
\$ 218.40	\$ 208.00	EA	DK-USED OIL	Mixed Paints (only) Loose-Packs for Fuels	
\$ 220.50	\$ 210.00	EA	ACHLCCR*	LABPACK FOR INCINERATION Non Reactive	15
\$ 220.50	\$ 210.00	EA	AR/AEROSOLS*	Aerosols	30
\$ 226.80	\$ 216.00	EA	E-ACT001-4	Flourescent lamps 4 ft	4
\$ 226.80	\$ 216.00	EA	E-ACT001-FT	Flourescent lamps - foot	
\$ 235.20	\$ 224.00	EA	MATERIALS13	Supplies special projects	
\$ 246.75	\$ 235.00	EA	USE18-1 TO 30	Alkaline Solutions (Alkaline Content, 1% to 30%, <10,000	30
\$ 262.50	\$ 250.00	EA	AR/AEROSOLS*	Aerosols	55
\$ 278.25	\$ 265.00	EA	ACHLRCT*	LABPACK REACTIVES	5
\$ 278.25	\$ 265.00	EA	USE15-1 TO 30	Mixed Acids, Nitric, Sulfuric, Hydrochloric, Phosphoric (A	30
\$ 283.50	\$ 270.00	DAY	EQUIP/TOOL-HYDROTECH	Special Project Equipment	
\$ 299.25	\$ 285.00	EA	YES/NHS	Non-RCRA/Non Hazardous Solids oily debris, soil with d	275
\$ 317.10	\$ 302.00	EA	A-PAINT CAN	Paint Related Material Mixed Paints (only) Loose-Packs	55
\$ 320.25	\$ 305.00	EA	USE18-1 TO 30	Alkaline Solutions (Alkaline Content, 1% to 30%, <10,000	55
\$ 330.75	\$ 315.00	EA	ACHLCCR*	LABPACK FOR INCINERATION Non Reactive	30
\$ 336.00	\$ 320.00	EA	USE15-1 TO 30	Mixed Acids, Nitric, Sulfuric, Hydrochloric, Phosphoric (A	55
\$ 517.13	\$ 492.50	EA	E-ACT012	Lithium Ion batteries	5
\$ 682.50	\$ 650.00	EA	USE-PS	Profile Specific; not otherwise specified; Mercury Exam	5
\$ 682.50	\$ 650.00	EA	USE14	Case by Case - D001 or D003 combined with other wast	5
\$ 735.00	\$ 700.00	EA	E-ACT021	Mixed Electronic Devices (Printers, faxes, etc.)	275
\$ 50.93	\$ 48.50	G	USE-PS	Profile Specific; not otherwise specified; Mercury Exam	15
\$ 50.93	\$ 48.50	G	USE-V-18-1 TO 30	Alkaline Solutions (Alkaline Content, 1% to 30%, <10,000	Gallon
\$ -					
\$ -					



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: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH WEBER WATER RESOURCES, LLC. FOR PERMANENT EQUIPMENT INSTALLATION AT DIAMOND WELL

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

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

1. Approve a Contract Services Agreement with Weber Water Resources, LLC for Permanent Equipment Installation at Diamond Well in the amount of \$225,023; and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

Diamond Well underwent complete rehabilitation during the period June 2018 to May 2019, and startup was conducted in June 2019. Following rehabilitation, the well suffered from vibration issues which limited steady-state operation and production capability. Further, in early 2020 the production rate began to decline. In partnership with the rehabilitation contractor, multiple attempts were made to isolate and eliminate the source of the vibration issue. Ultimately, the down-hole pump equipment was removed in March 2021 for inspection and analysis to determine the cause of vibration and loss in production. Inspection revealed progressive wear to most of the pump bowls, which is indicative of damage caused by cavitation over time.

Following extensive discussions and close coordination between the District's hydrogeologist, Engineering, and Operations, staff has determined the well casing, discharge piping and above-ground appurtenances remain in serviceable condition and recommend replacement of the pump and associated column piping and hardware. The

scope of work also includes minor modifications to the well head to facilitate improved access for down-hole water level measurements. It is anticipated that these improvements and modifications will keep the well in service for the next five to eight years.

On August 23, 2021, the District posted an Invitation for Bid for Permanent Equipment Installation at Diamond Well. Four bids were received by the deadline with Weber Water Resources, Inc. being the sole responsive and responsible bidder at \$225,023.

Staff presented this item at the December 6, 2021 Engineering and Operations Committee meeting. After careful review, the Committee and staff recommend that the Board approve a Contract Services Agreement with Weber Water Resources, LLC for Permanent Equipment Installation at Diamond Well in the amount of \$225,023.

ENVIRONMENTAL WORK STATUS

CEQA NOE required for this project.

FISCAL IMPACT

Within Budget – No. A supplemental appropriation of funds is being requested in the amount of \$225,023 with funding provided by the Elsinore Water Replacement Program.

Originated by: Jase Warner – Operations

Reviewed by: –

Attachments:

Contract Services Agreement

BID FORMS

1.1 Bid Acknowledgement.

Name of Bidder: Weber Water Resources CA, LLC

Contact Person: Don Rice

Business Mailing Address: 1785 Container Circle, Riverside CA 92509

Business Street Address: 1785 Container Circle, Riverside CA 92509

Telephone: (909) 361-2014 Fax: ()

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

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

- 1.6 Undersigned also acknowledges receipt, understanding, and full consideration of all addenda to the Contract Documents in preparing its bid.
- 1.7 The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.
- 1.8 Undersigned acknowledges that the representations made herein are made under penalty of perjury.

Executed at Orange County, on this 7th day of September, 2021.

Weber Water Resources CA, LLC
(Contractor Name)

Don Rice - General Manager
(Name and Title)

(Corporate Seal)


(Signature)

1.3 Bidder Experience Statement

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

- (a) Bidder has been engaged in business under its present business name for 9 years.
- (b) Bidder's experience in the services described in the Scope of Work of a similar magnitude to that set forth in the Contract Documents extends over a period of 9 years.
- (c) Bidder has satisfactorily completed all contracts awarded to it, except as follows:
 (Please use your own document using as many pages as needed: Name any and all exceptions and reasons therefor.) Yes. No exceptions.
- (d) Within the last three years Bidder has satisfactorily completed the following contracts covering the same or similar scope of work and similar magnitude to that set forth in the Contract Documents.

Please Use your own document including only the following fields:

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

*See attached

1.5 Public Works Contractor Registration Certification

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

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

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

Name of Bidder: Weber Water Resources CA, LLC

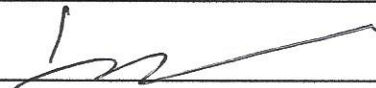
DIR Registration Number: 1000006548

DIR Registration Expiration: 6/2023

Bidder further acknowledges:

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

Name of Bidder Weber Water Resources

Signature 

Name and Title Don Rice - General Manager

Dated 9/7/21

Bid Results

Bidder Details

Vendor Name Weber Water Resources CA LLC
Address 1785 Container Circle
Riverside, California 92509
United States
Respondee Don Rice
Respondee Title GM
Phone 909-361-2014
Email drice@WeberWaterResources.com
Vendor Type CADIR
License # 970199
CADIR

Bid Detail

Bid Format Electronic
Submitted 09/07/2021 3:38 PM (PDT)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 265735

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Elsinore Diamond Well References_Prelim Sched_Bid Docs_Bowl Data_Final.pdf	Elsinore Diamond Well References_Prelim Sched_Bid Docs_Bowl Data_Final.pdf	General Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$225,023.00		
1			MOBILIZATION, BONDS, PERMITS, SITE CLEANUP, SITE SECURITY, SITE RESTORATION, AND DEMOBILIZATION	LS	1	\$18,361.00	\$18,361.00	Yes	
2			TEMPORARY EROSION CONTROL MEASURES, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT DISCHARGE COMPLIANCE, REPORTING AND LEGAL DISPOSAL	LS	1	\$8,125.00	\$8,125.00	Yes	
3			PRE/POST-CONSTRUCTION VIDEOTAPES AND PHOTOGRAPHS	LS	1	\$1,250.00	\$1,250.00	Yes	
4			INSTALL VERTICAL TURBINE PUMP, COLUMN PIPING (INCLUDING TUBE AND SHAFT), MOTOR, AND ASSOCIATED EQUIPMENT (EXISTING MOTOR SHALL BE REUSED)	LS	1	\$23,000.00	\$23,000.00	Yes	
5			FURNISH NEW PUMP BOWL ASSEMBLY	LS	1	\$26,196.00	\$26,196.00	Yes	
6			FURNISH NEW COLUMN PIPE	LS	1	\$79,300.00	\$79,300.00	Yes	.279 wall NSF61 6233 Epoxy Lined/Coated
7			FURNISH NEW PUMP TUBE AND SHAFT	LS	1	\$49,400.00	\$49,400.00	Yes	3" X 1-15/16" X 20' NSF61 6233 Epoxy Coated
8			FURNISH NEW PRESSURE TRANSDUCER	LS	1	\$4,667.00	\$4,667.00	Yes	
9			PERFORM MODIFICATIONS TO WELL HEAD TO PROVIDE AND INSTALL AN ADDITIONAL AIRLINE AND SOUNDING TUBE	LS	1	\$7,249.00	\$7,249.00	Yes	
10			PERFORM FINAL DISINFECTION	LS	1	\$5,125.00	\$5,125.00	Yes	
11			PERFORM EQUIPMENT STARTUP, COMMISSIONING AND TRAINING	LS	1	\$2,350.00	\$2,350.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$225,023.00
Grand Total	\$225,023.00

Well Rehabilitation References

1. Cal Am Water
 - a. Berwick Well No 8
 - b. Alissa Kispersky
 - c. (831) 241-3162
 - d. \$168,144
 - e. Removed pumping equipment and performed well video. Video showed bio-fouling and plugged perforations. Performed chemical rehabilitation. Redeveloped well and re-equipped well with new improved pumping parameters
2. Lake Elsinore Valley Municipal Water
 - a. Cereal No 1
 - b. Bill Graham
 - c. (951) 367-8453
 - d. \$758,032
 - e. Removed pumping equipment and performed well video. Video showed encrustation and plugged perforations. Performed chemical rehabilitation. Redeveloped well and re-equipped well with new improved pumping parameters.
3. Lake Elsinore Valley Municipal Water
 - a. Cereal No 3
 - b. Bill Graham
 - c. (951) 367-8453
 - d. \$727,784
 - e. Removed pumping equipment and performed well video. Video showed encrustation and plugged perforations. Performed chemical rehabilitation. Redeveloped well and re-equipped well with new improved pumping parameters.
4. Golden State Water Company
 - a. Oak Well
 - b. Justin Brown
 - c. (805) 260-0870
 - d. \$186,755
 - e. Removed pumping equipment and performed well video. Video showed bio-fouling and plugged perforations. Performed chemical rehabilitation. Redeveloped well and re-equipped well with new improved pumping parameters.

5. Golden State Water Company
 - a. Crescent Well
 - b. Justin Brown
 - c. (805) 260-0870
 - d. \$213,318G
 - e. Removed pumping equipment and performed well video. Video showed bio-fouling and plugged perforations. Performed chemical rehabilitation. Redeveloped well and re-equipped well with new improved pumping parameters.
6. Cal Am Water
 - a. Berwick No 9
 - b. Alissa Kispersky
 - c. (831) 646-3226
 - d. \$165,251
 - e. Removed pumping equipment and performed well video. Video showed bio-fouling and plugged perforations. Performed chemical rehabilitation. Redeveloped well and re-equipped well with new improved pumping parameters.
7. Cal Am Water
 - a. Crenshaw Well
 - b. Matthew Lasecki
 - c. (916) 275-4740
 - d. \$181,259
 - e. Removed pumping equipment and performed well video. Video showed bio-fouling and plugged perforations. Performed chemical rehabilitation. Redeveloped well and re-equipped well with new improved pumping parameters.
8. Cal Am Water
 - a. Grand Well
 - b. Matthew Lasecki
 - c. (916) 275-4740
 - d. \$342,089
 - e. Removed pumping equipment and performed well video. Video showed deterioration of the casing. Installed liner and performed chemical rehabilitation. Redeveloped well and re-equipped well with new improved pumping parameters.

9. Riverside Public Utilities

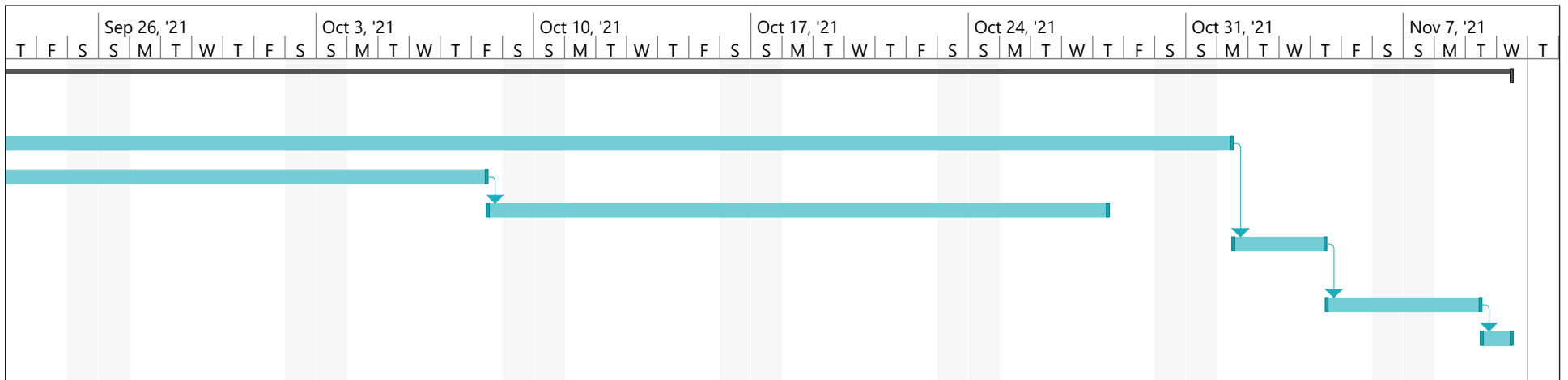
- a. Raub No 8
- b. Adam Keeline
- c. (951) 237-1342
- d. \$312,443
- e. Removed pumping equipment and performed a well video. The well video showed scaling and bio build-up. Weber performed a chemical rehabilitation following by installation of a test pump. New pumping equipment was purchased and installed to accommodate increased capacity and improved efficiencies.

10. Riverside Public Utilities

- a. Garner No 7
- b. Adam Keeline
- c. (951) 237-1342
- d. \$312,443
- e. Removed pumping equipment and performed a well video. The well video showed scaling and bio build-up. Weber performed a chemical rehabilitation following by installation of a test pump. New pumping equipment was purchased and installed to accommodate increased capacity and improved efficiencies.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Sep 5, '21							Sep 12, '21							Sep 19, '21						
							M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T			
1	Info	Diamond Well	37.5 days	Mon 9/20/21	Wed 11/10/21																						
2		NTP	0.5 days	Mon 9/20/21	Mon 9/20/21																						
3		Order Material	30 days	Mon 9/20/21	Mon 11/1/21																						
4		Head Modification:	14 days	Mon 9/20/21	Fri 10/8/21	2																					
5		Coat Head	14 days	Fri 10/8/21	Thu 10/28/21	4																					
6		Install Permanent Equip	3 days	Mon 11/1/21	Thu 11/4/21	3																					
7		Disinfection	3 days	Thu 11/4/21	Tue 11/9/21	6																					
8		Perform Startup & Training	1 day	Tue 11/9/21	Wed 11/10/21	7																					

Project: Elsinore Diamond Well Date: Tue 9/7/21	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Project: Elsinore Diamond Well Date: Tue 9/7/21	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



Pump Performance Datasheet

Customer :	Quote Number / ID :	9321 Weber Elsinore Diamond Well
Customer ref. / PO :	Bowl :	
Tag Number : 001	Peerless Model :	GL12ME/HC-QS
Service :	Stages :	10
Quantity : 1	Based on curve number :	GL12MEHC4606116 Rev Jul2020
	Date last saved :	03 Sep 2021 6:14 PM

Operating Conditions		Liquid	
Flow, rated	: 1,500 USgpm	Liquid type	: Cold Water
Differential head / pressure, rated (requested)	: 658.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 660.13 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG

Performance		Material	
Speed, rated	: 1780 rpm	Material selected	: Material Group, Standard
Impeller diameter, rated	: 8.81 / 9.30 in		
Impeller diameter, maximum	: 8.90 / 9.66 in		
Impeller diameter, minimum	: 7.86 / 7.86 in		
Efficiency (bowl / pump)	: 81.30 / - %		
NPSH required / margin required	: 22.6 / 0.0 ft		
Ns (imp. eye flow) / Nss (imp. eye flow)	: 2,525 / 7,048 US Units		
MCSF	: 508 USgpm		
Head, maximum, rated diameter	: 878.79 ft		
Head rise to shutoff (bowl / pump)	: 31.75 / - %		
Flow, best eff. point (bowl / pump)	: 1,287 / - USgpm		
Flow ratio, rated / BEP (bowl / pump)	: 116.57 / - %		
Diameter ratio (rated / max)	: 97.52 %		
Head ratio (rated dia / max dia)	: 90.61 %		
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00		
Selection status	: Acceptable		

Pressure Data	
Maximum working pressure	: See the Additional Data page
Maximum allowable working pressure	: See the Additional Data page
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: See the Additional Data page

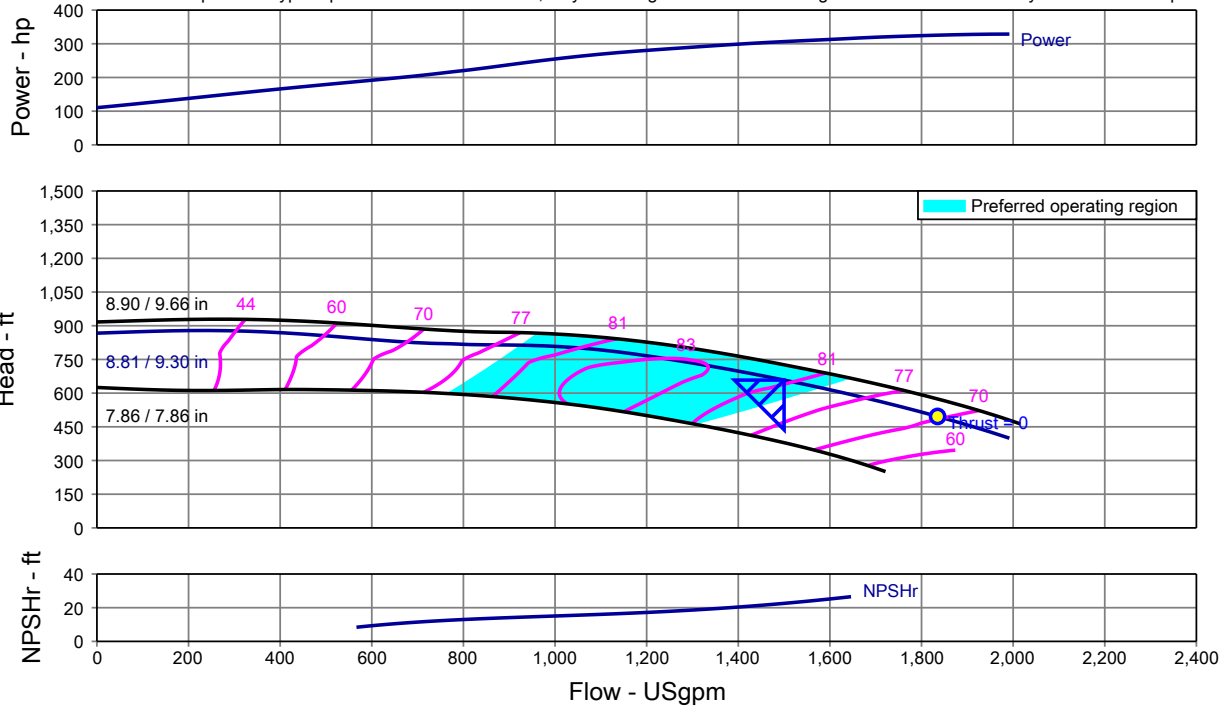
Driver & Power Data (@Max density)	
Motor sizing specification	: Max power (non-overloading)
Margin over specification	: 0.00 %
Service factor	: 1.15
Power, hydraulic	: 249.2 hp
Power (bowl / pump)	: 306.5 / - hp
Max power (non-overloading)	: 328.8 hp
Nameplate motor rating	: 350.0 hp / 261.0 kW

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Bilateral (1B)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



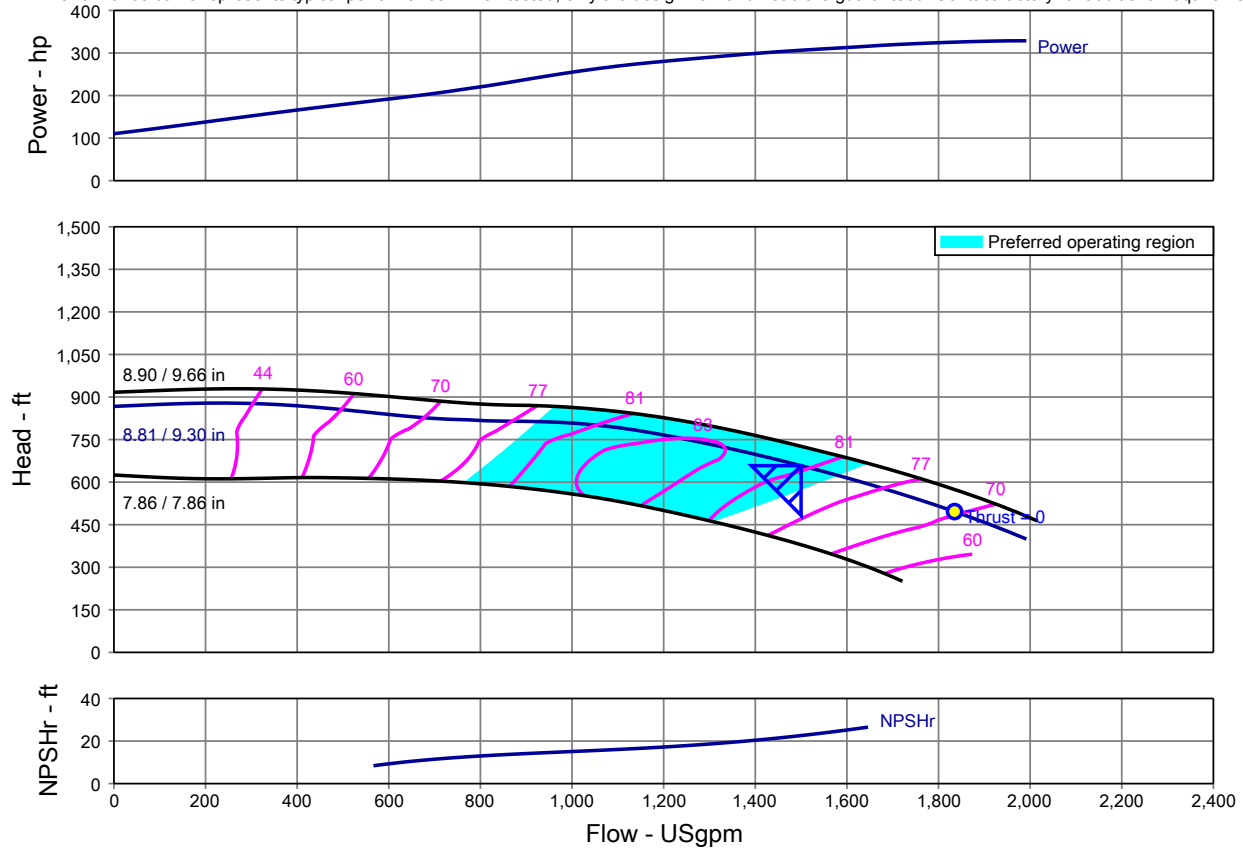
Pump Performance Curve

Bowl performance. Adjusted for construction and viscosity.

The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Bilateral (1B)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



Customer :	Peerless Model : GL12ME/HC-QS
Customer ref. / PO :	Stages : 10
Tag Number : 001	Speed, rated : 1780 rpm
Service :	Based on curve number : GL12MEHC4606116 Rev Jul2020
Quantity : 1	Efficiency (bowl / pump) : 81.30 / - %
Quote Number / ID : 9321 Weber Elsinore Diamond Well Bowl	Power (bowl / pump) : 306.5 / - hp
Date last saved : 03 Sep 2021 6:14 PM	Max power (non-overloading) : 328.8 hp
Flow, rated : 1,500 USgpm	NPSH required : 22.6 ft
Differential head / pressure, rated : 658.00 ft	Viscosity : 1.00 cP
Fluid density, rated / max : 1.000 / 1.000 SG	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010] : 1.00 / 1.00 / 1.00 / 1.00

Flow (USgpm)	Head (ft)	Efficiency (%)	Power (hp)	NPSHr (ft)	Thrust, total (lbf)
0	866.95	0.00	110.4	-	7,741
221	878.75	34.84	140.9	-	7,057
443	863.84	56.22	171.7	-	6,213
664	828.74	69.42	200.1	10.8	5,316
885	814.54	77.43	235.1	14.0	4,609
1,107	790.98	81.80	270.1	16.1	3,832
1,328	724.37	83.02	292.5	19.1	2,792
1,549	637.35	80.49	309.7	23.8	1,613
1,770	531.48	73.57	322.9	-	359
1,992	399.45	61.09	328.8	-	-



"Construction Datasheet"			
Customer	:	Quote Number	: 9321 Weber Elsinore Diamond Well Bowl
Customer Reference	:	Service	:
Item Number	: 001	Date Last Saved	: 03 Sep 2021 6:14 PM
Pump Size - Stages	: GL12ME/HC-QS - 10	Quantity of Pumps	: 1
Construction		Motor Information	
Bowl construction	: Discharge Case	Manufacturer	: -
Impeller type	: Static (single plane) Balance	Vertical shaft type	: -
Impeller fastening	: Carbon Steel (lock collets)	Full load speed	: 0 rpm
Strainer	: N/A	Power	: 0.00 hp
Column construction	: -	Service Factor	: 1.15
Column dia (nominal)	: -	Volts / Phase / Hz	: 460 V / 3 / 0 Hz
Column pipe length	: 0.00 in	Frame size / Base diameter	: 0.00 in
Max column length	: 0.00 in	Enclosure	: WP1
Lineshaft diameter	: 1.94 in	Duty Type	: Continuous duty
Lineshaft construction	: ELS	Inverter Duty Rated	: 0
Lineshaft lubrication	: -	Efficiency Class, 100%/75%/50%	: Premium, 0.00 % / 0.00 % / 0.00 %
Discharge	: -	Power factor	: 0 / 0 / 0
Materials		Driver amp full load	: 0.000 A
Bowl	: Cast iron	NEMA design	: 0
Impeller	: 316LSS	Motor starting	: -
Bowl bearing	: Standard (Bronze/Rubber)	Insulation	: 0
Bowl shaft	: 416 Stainless Steel	Ambient temperature	: 32.00 deg F
Bowl wear ring	: None	Max altitude	: 0
Impeller wear ring	: None	Thrust rating	: Standard High Thrust
Strainer	: -	Additional information	
Column	: Steel	Pit / sump depth	: 360 in
Lineshaft	: 416 SS	Pump length	: 0.00 in
Bearing retainer / ELS Tube	: Steel	Max pump dia below mounting surface	: 13.50 in
Lineshaft bearing	: -	Max sphere size	: 0.88 in
Discharge head	: -	Total / best lateral setting	: 150 in
Sole plate	: None	Max suction pressure**	: 0.00 psi.g
Paint	: Class III	Testing	
Approximate Weights		Hydraulic performance test	: None
Complete pump	: 1,314 lb	Hydrostatic test	: None
Driver	: 0 lb	Curve approval	: No
		NPSH test	: None
		String test	: None
		Test w/ motor	: None



Pump Performance - Additional Data

Project name	: Weber Elsinore Diamond Well Bowl	Tag Number	: 001
Commissioned	:	Service	:
Representative	:	Model	: GL12ME/HC-QS
Customer	:	Quantity	: 1
Customer ref. / PO	:	Quoted By (Sales Office)	: Indianapolis (default)
Quote Number / ID	: 9321 Weber Elsinore Diamond Well Bowl	Quoted By (Sales Engineer)	: Gary Holt
Date last saved	: 03 Sep 2021 6:14 PM	Speed, rated	: 1780 rpm
Stages	: 10		

Performance Data		Stage, Speed and Solids Limits	
Head, maximum diameter, rated flow	: 726.19 ft	Stages, maximum	: 22
Head, minimum diameter, rated flow	: 379.44 ft	Stages, minimum	: 1
Head, maximum, rated diameter	: 878.79 ft	Pump speed limit, maximum	: 3000 rpm
Efficiency adjustment factor, total	: 0.98	Pump speed limit, minimum	: 1 rpm
Power adjustment, total	: 7.20 hp	Curve speed limit, maximum	: 2975 rpm
Head adjustment factor, total	: 1.00	Curve speed limit, minimum	: 1 rpm
Flow adjustment factor, total	: 1.00	Variable speed limit, maximum	: -
NPSHR adjustment factor, total	: 1.00	Variable speed limit, minimum	: -
NPSH margin dictated by pump supplier	: 0.0 ft	Solids diameter limit	: 0.88 in
NPSH margin dictated by user	: 0.0 ft		
NPSH margin used (added to 'required' values)	: 0.0 ft		

Mechanical Limits		Typical Driver Data	
Torque, rated power, rated speed	: 17.22 hp/100 rpm	Driver speed, full load	: 1780 rpm
Torque, maximum power, rated speed	: 18.47 hp/100 rpm	Driver speed, rated load	: 1782 rpm
Torque, driver power, full load speed	: 19.66 hp/100 rpm	Driver efficiency, 100% load	: N/A
Torque, driver power, rated speed	: 19.66 hp/100 rpm	Driver efficiency, 75% load	: N/A
Torque, pump shaft limit	: -	Driver efficiency, 50% load	: N/A
Radial load, worst case	: -		
Radial load limit	: -		
Impeller peripheral speed, rated	: -		
Impeller peripheral speed limit	: -		

Various Performance Data	Flow (USgpm)	Head (ft)	Efficiency (%)	NPSHr (ft)	Power (hp)
Shutoff, rated diameter	0	866.95	-	-	110.4
Shutoff, maximum diameter	0	916.80	-	-	127.7
MCSF	508	854.02	60.78	6.5	180.1
Rated flow, minimum diameter	1,500	379.44	73.74	-	194.8
Rated flow, maximum diameter	1,500	726.19	82.06	-	335.1
BEP flow, rated diameter	1,287	738.46	83.11	18.4	288.7
120% rated flow, rated diameter	1,800	515.63	72.28	31.6	324.2
End of curve, rated diameter	1,992	399.45	61.09	38.7	328.8
End of curve, minimum diameter	1,721	250.72	55.47	29.8	196.4
End of curve, maximum diameter	2,016	463.28	64.40	39.3	366.0
Maximum value, rated diameter	-	878.79	83.11	-	328.8
Maximum value, maximum diameter	-	-	82.57	-	366.0

System differential pressure	@ Density, rated	@ Density, max
Differential pressure, rated flow, rated diameter (psi)	284.8	284.8
Differential pressure, shutoff, rated diameter (psi)	375.2	375.2
Differential pressure, shutoff, maximum diameter (psi)	396.8	396.8

Discharge pressure	@ Suction pressure, rated	@ Suction pressure, max	@ Suction pressure, rated	@ Suction pressure, max
Discharge pressure, rated flow, rated diameter (psi.g)	284.8	284.8	284.8	284.8
Discharge pressure, shutoff, rated diameter (psi.g)	375.2	375.2	375.2	375.2
Discharge pressure, shutoff, maximum diameter (psi.g)	396.8	396.8	396.8	396.8

Ratios	
Maximum flow / rated flow, rated diameter	: 132.79 %
Head rated diameter / head minimum diameter, rated flow	: 173.41 %

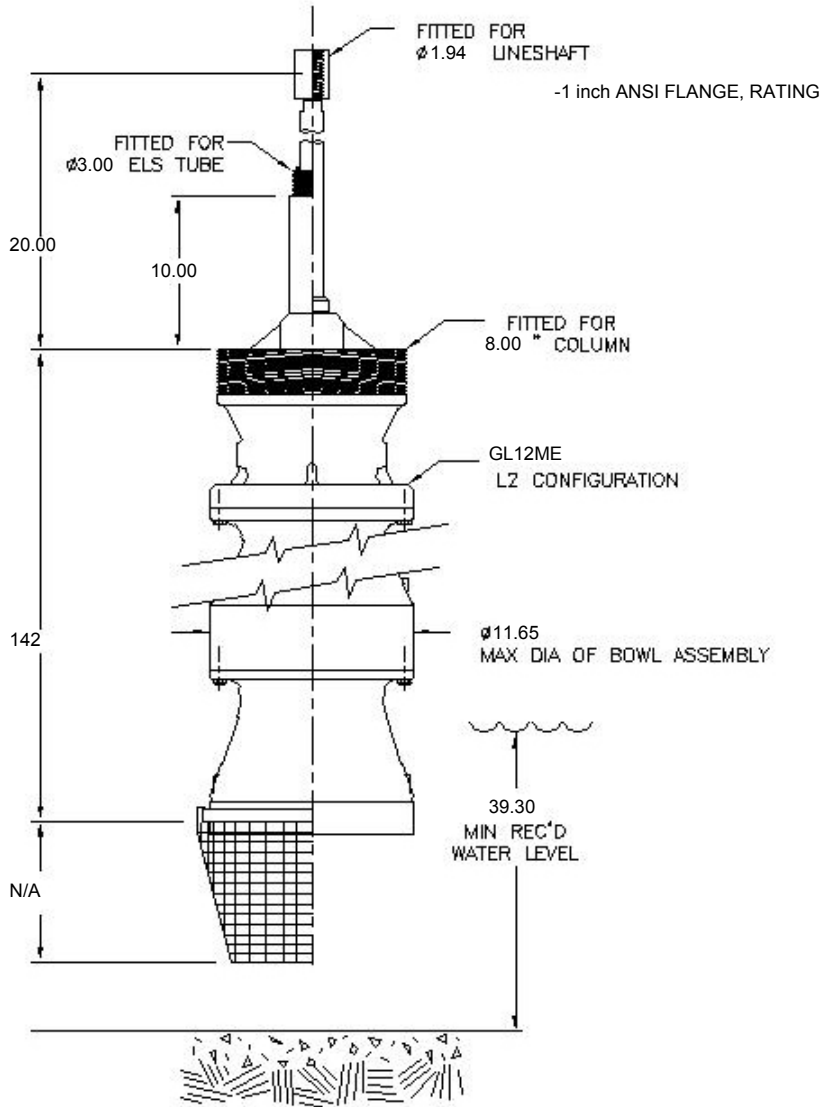
Pump Performance - Additional Data

Head and Power Losses				Dimensions	
Friction loss rate, column	: -			Minimum clearance below suction bell lip/case	: 6.00 in
Friction loss, column	: -			Minimum well diameter	: 11.96 in
Friction loss, discharge head	: -			Suction nozzle centerline height	: -
Friction loss, can/barrel	: -			Suction to first stage impeller centerline	: -
Friction loss, suction bell and strainer	: 0.00 ft			Bowl assembly length, first stage	: 31.25 in
Friction loss, bowl/column adaptor	: -			Bowl assembly length, upper stage	: 12.25 in
Friction loss, total	: -			Bowl assembly length, total	: 142 in
Power loss, lineshaft bearings	: -			Suction bearing hub length	: 0.00 in
Power loss, thrust bearing	: -			Strainer length	: 0.00 in
Power loss, total	: -			Bowl to column adaptor length	: -
Bowl vs. Pump Performance				Discharge head stick-down	: -
Head (bowl / pump)	: 658.00 ft / -			Submersible motor adaptor length	: -
Efficiency (bowl / pump)	: 81.30 % / -			Submersible motor length	: -
Power (bowl / pump)	: 306.5 hp / -			Column length	: -
NPSH required at first stage impeller eye	: 22.6 ft			Total pump length	: -
Weights and Down Thrust				Can / barrel length	: -
Weight, lineshaft	: -			Stuffing box sleeve diameter	: -
Weight, bowl assembly rotating element	: 1,355 lb			Suction bell diameter	: -
Thrust factor	: 2.87 lb/ft			Minimum submergence to prevent vortexing	: 0.00 in
Thrust, hydraulic (rated / max)	: 1,884 / 2,516 lbf			Discharge head height	: -
Thrust, bowl shaft end (rated / max)	: 0 / 0 lbf			Discharge nozzle centerline height	: -
Thrust, shaft step (rated / max)	: - / -			Min distance discharge nozzle centerline to suction bell	: 0.00
Thrust, stuffing box sleeve (rated / max)	: - / -			Lineshaft length	: -
Thrust, total (rated / max)	: 3,239 / 3,871 lbf			Bowl shaft diameter	: 1.50 in
Thrust bearing capacity	: -			Bowl diameter, outside	: 11.65 in
* Rated thrust @ rated head, density, and suction pressure where applicable				Bowl diameter, exit	: 5.69 in
* Max thrust @ max head, density, and suction pressure where applicable				Column diameter, inside	: -
Pressure Data	Maximum working pressure (psi.g)	Maximum allowable working pressure (psi.g)	Hydrostatic test pressure (psi.g)	Column internal obstruction diameter	: -
Bowl	284.8	360.0	N/A	Can/barrel diameter, inside	: -
Column	-	-	-	Can/barrel obstruction diameter	: -
Discharge head	-	-	-	NPSH	
Can/Barrel	-	-	-	NPSH at bowl (available / required)	: Ample / 22.6 ft
				NPSH at low liquid level (available / required)	: - / -
				NPSH at suction flange (available / required)	: - / -
Torque Limits				Liquid Velocities	
Torque, lineshaft limit	: -			Column liquid velocity	: -
				Discharge head liquid velocity	: -
				Can liquid velocity	: -
				Suction nozzle liquid velocity	: -



Pump Performance - Additional Data					
Mixed Stage Performance	Set #1	Set #2	Set #3	Set #4	Alternate First Stage
Model	GL12ME/HC-QS	-	-	-	-
Stages	10	-	-	-	-
Based on curve number	GL12MEHC4606116	-	-	-	-
Impeller diameter, rated	9.05 in	-	-	-	-
Impeller diameter, maximum	9.28 in	-	-	-	-
Impeller diameter, minimum	7.86 in	-	-	-	-
Limitations					
Tolerance Type	: Hyd Ins 14.6 Bilateral (1B)	NPSHa measured at		: Low liquid level	
Head measured at	: Bowl	Well inside diameter (Enter a value >0 if a diameter check is required)		: in	
Pump type	: Bowl only	Maximum working pressure strategy		: Rated head, rated diameter	
Product Line Options					
Suction type	: Threaded Case	Column construction		: Threaded	
Bowl discharge type	: Discharge case	Suction accessory		: None	
Bowl shaft material	: 416 SS	Lineshaft material		: 416 SS	
Bowl shaft diameter	: 1 1/2 inch	Lineshaft diameter		: 1 15/16 inch	
Impeller connection type	: Standard (Taper lock or keyed)	Lineshaft lubrication		: Enclosed Lineshaft	
Column diameter	: 6 inch				
Performance Adjustment Options					
Impeller polished	: Polished	Effective impeller material for galling		: 316SS	
Impeller wear ring	: None	Effective bowl material for galling		: Cast/Ductile Iron	
Bowl wear ring	: None	Effective impeller material for polishing		: 316SS	

General Arrangement Drawing



APPROXIMATE DRY WEIGHT	
Bowl Assembly	1,315 lb

GENERAL DATA			
Capacity	1,500 USgpm	Liquid	Cold Water
Head	658.00 ft	Specific Gravity	1.000 SG
Pump Speed	1780 rpm		
Customer Name			
Quote No	0		
Item No.	001		
Project	Weber Elsinore Diamond Well Bowl		
Date	03 Sep 2021 6:05 PM		

- Notes
1. Unless otherwise specified, dimensions are in
 2. Read instructions before beginning pump assembly or installation
 3. Drawing is preliminary until certified by factory.



0-001

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
CONTRACT SERVICES AGREEMENT
PERMANENT EQUIPMENT INSTALLATION AT DIAMOND WELL**

This Contract Services Agreement ("Agreement") is made and entered into this day of _____, by and between Elsinore Valley Municipal Water District (the "District") and Weber Water Resources CA, LLC (the "Contractor"), for performance of the Permanent Equipment Installation at Diamond Well (the "Project" or the "Work"), which shall be performed in accordance with the contract documents attached to or incorporated into this Agreement.

SECTION 1 - SCOPE

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

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

1. Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 working days after the date the District issues a Notice to Proceed.
2. Protect existing facilities and personal property.
3. If requested by the District, prepare and submit a written daily activity report to the District for each day on which work is performed, including weekends and holidays when worked, and submit reports to the District no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
4. The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
5. The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
6. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

1.2 The following documents are incorporated into and made part of this Agreement by this reference:

Approved and fully executed change orders/amendments

Addenda (if any)
Scope of Work (Exhibit "B")
Contract Services Agreement
Contractor's Proposal
Insurance Requirements (Exhibit "A")
Payment and Performance Bonds, if required (Exhibit "C")

1.3 The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the order set forth above.

1.4 Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

2.1 The District agrees to pay, and Contractor agrees to accept, the sum of Two Hundred Twenty-Five Thousand Twenty-Three Dollars (\$225,023.00) (the "Contract Price") subject to adjustments for changes in the Work as may be directed in writing by the District, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.

2.2 Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. The District shall make payment within thirty (30) days of receipt of an undisputed payment application (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets).

SECTION 3 - TIME

3.1 Term. The term of this Agreement shall be from December 17, 2021 to December 31, 2022, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Contractor shall provide the District with scheduling information in a form acceptable to the District, including any changes made by the District in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

3.3 Not used.

3.4 It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, the District shall have the right to extend the Contract Time or not, as may seem best to serve the interest of the District; and if it decides to extend Contract Time, the District shall further have the right to charge to the Contractor, its heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Agreement that accrue during the period of such extension.

3.5 The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within three (3) days from the beginning of any such delay, notify the District, in writing of the causes of delay. The District shall ascertain the facts and the extent of delay, and its findings thereon shall be final and conclusive.

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

SECTION 4 - STANDARD OF CARE

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

SECTION 5 - LABOR

5.1 Prevailing Wage Rates. Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000, et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. A copy of the prevailing rates of per diem wages are available at the District upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

5.2 Registration. If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to

compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

5.3 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.4 Hours of Work. If the services are being performed as part of an applicable "public works" or "maintenance" project, eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor, if applicable, shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

5.5 The Contractor shall perform all work during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday unless otherwise authorized by the District in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the District. The request must be received at least two (2) working days in advance of any work. No work will be allowed on the District Holidays except in the case of an emergency. A listing of the District holidays is on file in the office of the District. If Contractor requests overtime work in which the District will incur costs, Contractor shall be responsible for payment of the District's costs incurred in connection with the overtime work. The District will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, the District may deduct the amount billed from other payments due or to become due to Contractor under the Agreement.

5.6 Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefor.

SECTION 6 - CHANGES IN WORK

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

6.2 If the District directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

- (1) Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
- (2) By a combination of existing and new unit prices and related quantities for the changed work;
- (3) Time and Materials, calculated as set forth in Section 6.3, below; or
- (4) By mutual acceptance of a lump sum.

6.3 The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only the actual wages paid which shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes. :
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
 - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
 - (b) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by the District. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.
4. Work Performed by Special Forces or Other Special Services: When the District and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors,

service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. Overhead and Profit for Time and Materials. For work Contractor performs on Time and Materials at the District's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.
- (a) Overhead and profit on labor shall be fifteen percent (15%).
 - (b) Overhead and profit on materials shall be fifteen percent (15%).
 - (c) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
 - (d) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

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

SECTION 7 - CLAIMS AND DISPUTES

7.1 If any dispute shall arise between the District and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to the District within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation or Contract Time for the disputed work.

7.2 The District shall respond in writing within a reasonable period of time to review and analyze the claim. If the claimant disputes the District's response the claimant may so notify the District within 15 Days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the District shall schedule a meet and confer conference within 30 Days.

7.3 If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code section 900 et seq. and

Government Code section 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

7.4 The parties also agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

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

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

SECTION 8 - INSPECTION AND PROTECTION OF WORK

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

8.2 Contractor shall make the work accessible at all reasonable times for inspection by the District. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by the District.

8.3 The District may reject materials or Work that does not meet the requirements of the Contract Documents. If the District does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to the District.

SECTION 9 - ASSIGNMENT AND SUBCONTRACTING

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

9.2 Contractor shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

9.3 All persons engaged in the work will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Agreement and specifications.

SECTION 10 - TERMINATION

10.1 Should Contractor fail within seven (7) calendar days from receipt of the District's written notice to correct any default, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of the District, or failure pay its creditors, the District may terminate this Agreement. Following a termination for default, the District shall have the right to take whatever steps it deems necessary to correct

Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the District's corrective action, including reasonable overhead, profit and attorneys' fees.

10.2 The District may at any time terminate the Agreement at the District's convenience upon five (5) calendar days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to the District's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the Work performed for overhead and profit. Contractor shall not be entitled to any claim or lien against the District for any additional compensation or damages in the event of such termination.

10.3 If the District terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION

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

SECTION 12 - BONDS AND INSURANCE

12.1 Bonds. If required in the Request for Proposal, within ten (10) days after being notified of the award of the contract, the Contractor shall furnish and file with the District Performance and Payment Surety bonds on the forms provided with the Contract Documents. All bonds shall be duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the District conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

12.2 Insurance. Contractor shall obtain, at its sole cost and expense, all insurance required by Exhibit A. Certificates of such insurance and copies of the insurance policies and

endorsements shall be delivered to the District within fifteen (15) working days after being notified of the award of the contract, and before execution of this Agreement by the District.

SECTION 13 - WARRANTY

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

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

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

SECTION 14 - COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit), including any amendment or renewal thereof, and with the lawful requirements of any local agency having jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or watercourses. The District expressly reserves the right to procure coverage under the Permit for the Work site if Contractor fails to proceed in a manner that complies with the requirements of the Permit. The District additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Permit shall be the District's sole determination. Any costs incurred by the District in procuring coverage under the Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor.

SECTION 15 - LAWS TO BE OBSERVED

15.1 Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

15.2 Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify the District, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the District's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to the District in writing.

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

SECTION 16 - MISCELLANEOUS

16.1 Records and Audits

16.1.1 Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

16.1.2 Contractor shall permit the District and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. The District further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3)-year period following the termination of this Agreement; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.

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

16.2 Contractor Supervision

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

16.3 Character of Workers

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

16.4 Notices

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

DISTRICT:

Elsinore Valley Municipal Water District
 31315 Chaney Street
 Lake Elsinore, CA 92530
 Email: dsmith@evmwd.net
 Attn: Dave Smith

CONTRACTOR

Weber Water Resources CA, LLC
 1785 Continer Circle
 Riverside, CA 92509
 Email: drice@weberwaterresources.com
 Attn.: Don Rice

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

16.5 Entire Agreement

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

16.6 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.

16.7 Counterparts.

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

16.8 Electronic Signatures.

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

****SIGNATURES ON THE FOLLOWING PAGE****

**SIGNATURE PAGE TO THE
CONTRACT SERVICES AGREEMENT FOR
PERMANENT EQUIPMENT INSTALLATION AT DIAMOND WELL**

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

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:


By: _____

Printed Name: _____

Title: _____

Dated: _____

WEBER WATER RESOURCES CA, LLC:

By:  _____
(Authorized Representative of Vendor)

Printed Name: Don Rice

Title: General Manager

Date: December 6, 2021

EXHIBIT "A"
TO
CONTRACT SERVICES AGREEMENT
DISTRICT INSURANCE REQUIREMENTS

1. TIME FOR COMPLIANCE.

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

2. MINIMUM REQUIREMENTS.

Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Commercial General Liability.

Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than \$7,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability.

Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Contractor shall maintain

limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

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

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

D. Contractor's Pollution Liability Coverage.

Contractor shall provide pollution liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

E. Excess Liability (if necessary).

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

F. All Coverages.

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

G. Separation of Insureds; No Special Limitations.

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

H. Deductibles and Self-Insurance Retentions.

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

3. ACCEPTABILITY OF INSURERS.

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

4. VERIFICATION OF COVERAGE.

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

5. REPORTING OF CLAIMS.

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

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

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

PART 1 – GENERAL

1.1 WORK OF THIS SECTION

- A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.
- B. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper performance of the work in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the DISTRICT.

1.2 RELATED WORK SPECIFIED ELSEWHERE (NOT USED)

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work generally includes, but is not limited to, furnishing all products, labor, equipment, material, transportation, and incidental services for the permanent equipping of the Elsinore Valley Municipal Water District (EVMWD; DISTRICT) Diamond Well, including the following:

Diamond Well:

- Mobilization, Permits, Site Cleanup, Site Security, and Demobilization.
- Temporary Erosion Control Measures, National Pollution Discharge Elimination System (NPDES) Permit Discharge Compliance, Reporting and Legal Disposal.
- Pre/Post-Construction Videotapes and Photographs.
- Furnish and install new pump and column piping, reinstall existing motor, reinstall existing transducer tubing, reinstall existing level transducer, provide and install new sounding tube in existing location, provide and install new airline in existing location.
- Modify well head to provide for an additional airline, plus an additional sounding tube; provide and install new airline and sounding tube.
- Perform final disinfection, chemical neutralization and disposal.
- Perform equipment startup and training.

1.4 PROJECT LOCATION

- A. Diamond Well is located on a DISTRICT owned parcel at 32000 Diamond Dr., City of Lake Elsinore, CA.

1.5 WORK BY OTHERS

- A. Interference with work on utilities: The CONTRACTOR shall cooperate fully with all utility forces of the DISTRICT or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of utilities which interfere with the progress of work by others, and shall schedule the work so, as to minimize interference with said relocation, altering, or other rearranging of facilities.

PART 2 – MEASUREMENT AND PAYMENT

GENERAL

The CONTRACTOR shall provide all labor, materials, equipment and incidentals for the work described within these specifications and construction drawings. Payment for each bid item shall be included in the contract unit price or lump sum price shown on the Bidder’s proposal. Measurement for payment of lump sum items will be based on the component parts listed in the Bid Items, as required in this specification. Payment for component parts will be based on the Schedule of Values approved by the DISTRICT. The cost breakdown shall include quantities and items aggregating the Bid Item in payments during construction. All measurements of quantities shall be approved by the DISTRICT. Payment for each bid item shall include full compensation for all labor, materials, tools, and equipment necessary to complete the work as shown on the construction drawings and within these specifications and no additional compensation shall be allowed. This includes the cost of work not specifically listed in the Bid Schedule or Schedule of Values but is necessary to complete the project as described and shown in the Contract Documents. Work for which no separate payment has been provided will be considered a subsidiary obligation of the CONTRACTOR, and the cost therefore shall be included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the DISTRICT or its representative.

2.1 BID ITEM NO. 1 – MOBILIZATION, PERMITS, SITE CLEANUP, SITE SECURITY, AND DEMOBILIZATION

Payment for mobilization, permits, site cleanup, site security and demobilization shall be made at the contract lump sum, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The Contract Price shall include, but is not limited to the following principal items: obtaining all permits, insurance, and; preparing schedule and schedule of values; mobilizing labor force, equipment and construction facilities onto site; providing field offices and storage yard (if Contractor deems necessary); securing construction water supply; providing power necessary for construction, providing all temporary construction fencing; installing and removing of temporary water meters and highlines; procuring, installing, maintaining and removing project signs; providing on-site sanitary facilities; posting OSHA requirements and establishing safety programs; performing all work and documentation necessary for the mobilization, and permitting for construction of

the project as described within the Contract Documents. This work also includes protection of the existing electrical panels in place against water damage for the duration of the project. Electrical panels shall be covered with clear plastic material, e.g., visqueen, and secured in place. This work also includes the cost for maintaining and submitting the project record drawings at the end of the project. These record drawings must be reviewed monthly with the DISTRICT to receive payment for any work.

2.2 BID ITEM NO. 2 - TEMPORARY EROSION CONTROL MEASURES, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT DISCHARGE COMPLIANCE, REPORTING AND LEGAL DISPOSAL

Payment for the temporary erosion control/storm water pollution prevention plan (SWPPP), and NPDES compliance shall be made at the contract lump sum price, complete and in accordance with the Contract Documents and as directed by the DISTRICT. The Contract Price for work under this item shall include but is not limited to furnishing all labor, material, tools, and equipment and performing all work required for establishing, maintaining, operating, and providing all reporting for a complete site erosion control and storm water pollution prevention plan to be implemented throughout construction. This includes but is not necessarily limited to preparation of all required plans and regulatory DISTRICT submittals, the operation and protection of the site drainage systems (at a minimum, daily street sweeping with a wet vacuum enabled street sweeper), sampling, monitoring, reporting, desilting basins and risers, fiber rolls, erosion control blankets, silt fences, gravel bags, berms, stabilized construction entrances, or other measures as described in the CONTRACTOR's project-specific storm water pollution prevention plan and as necessary to provide a complete erosion control program in complete compliance with all applicable Regional Water Quality Control Board (RWQCB) and all other jurisdictional requirements. This bid item includes temporary storage, treatment, and discharge of well development, testing, disinfection, and neutralization fluids with certified calibrated equipment to meet the current NPDES permit requirements. NPDES permit will be available to the Contractor prior to the start of Work at the site. All notifications shall be done by the DISTRICT, the CONTRACTOR shall provide two (2) weeks written notice prior to any discharge activities. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter. Refer to the Contract Documents for additional requirements.

2.3 BID ITEM NO. 3 – PRE/POST-CONSTRUCTION VIDEOTAPES AND PHOTOGRAPHS

Payment for the pre/post-construction videotapes and photographs will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required for the completion of the pre/post-construction videotapes and photographs as described in the Contract Documents. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

2.4 BID ITEM NO. 4 – INSTALL VERTICAL TURBINE PUMP, COLUMN PIPING (INCLUDING TUBE AND SHAFT), MOTOR, AND ASSOCIATED EQUIPMENT (EXISTING MOTOR SHALL BE REUSED)

Payment to install vertical turbine pump, motor, and associated equipment will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and

as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required for the completion of installation of pump, motor and associated equipment as described in the Contract Documents. All work shall be considered as compensated for in the unit price and no additional compensation shall be made thereafter.

The new pump shall be installed per manufacturer specifications. The existing 350 HP motor shall be reused. Provide and install new sounding tube in existing location and secure to pump column pipe with 316 stainless steel straps. Provide and install new 1/4-inch stainless steel airline in existing location and secure to pump column pipe with 316 stainless steel straps. Existing pump suction strainer shall be reused and shall be sand-blasted and epoxy coated using 3M Co. Scotchkote FBE Green Epoxy or approved equal with NSF-61 rating.

2.5 BID ITEM NO. 5 – FURNISH NEW PUMP BOWL ASSEMBLY

Payment to furnish new pump bowl assembly, as specified, will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all materials required to complete this item. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

New pump shall be Goulds, Peerless or approved equal. Pump capacity shall be 1,500 gallons per minute, 658-feet of total dynamic head. Pump shall be oil lubed. Pump bowels shall be cast iron. Pump impellers shall be 316 stainless steel. Pump shaft shall be 416 stainless steel. Pump shall be epoxy coated outside-diameter using 3M Co. Scotchkote FBE Green Epoxy or approved equal with NSF-61 rating.

2.6 BID ITEM NO. 6 – FURNISH NEW COLUMN PIPE

Payment to furnish new column pipe, as specified, will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all materials required to complete this item. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

New column pipe shall be 10-inch diameter steel and shall be epoxy coated inside-diameter and outside-diameter using 3M Co. Scotchkote FBE Green Epoxy or approved equal with NSF-61 rating. The column pipe shall extend to the depth of 650 feet below ground surface.

2.7 BID ITEM NO. 7 – FURNISH NEW PUMP TUBE AND SHAFT

Payment to furnish new pump tube and shaft, as specified, will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all materials required to complete this item. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

New pump tube shall be carbon steel, 3-inch oil lubed, and epoxy coated **outside-diameter** using 3M Co. Scotchkote FBE Green Epoxy or approved equal with NSF-61 rating. Tube and shaft shall extend to the depth of 650 feet depth below ground surface.

2.8 BID ITEM NO. 8 – FURNISH NEW PRESSURE TRANSDUCER

Payment to furnish and install new pressure transducer (i.e., KPSI 320 small bore submersible level transducer, or approved equal) as specified, will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all materials required to complete this item. The existing 1-1/2-inch flush joint SCH-80 PVC transducer tubing shall be reused and secured to pump column pipe with 316 stainless steel straps. Installation of the transducer tubing shall be such that the tubing is vertically plumb and without significant curvature to ensure the pressure transducer can be properly serviced. The access tube and transduced cable shall be such that placement at of the transducer at a depth of 642 ft below ground surface will be accomplished. A complete and serviceable installation shall include installation, calibration of signal, and confirmation of proper functioning of the pressure transducer, followed by removal and reinstallation and confirmation of proper functioning of the pressure transducer. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

2.9 BID ITEM NO. 9 – PERFORM MODIFICATIONS TO WELL HEAD TO PROVIDE AND INSTALL AN ADDITIONAL AIRLINE AND SOUNDING TUBE

Payment to perform modifications to the well head to provide for an additional 1/4-inch airline and an additional 1-1/2-inch flush-joint PVC sounding tube will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all materials required to complete this item. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

Additional 1/4-inch airline shall be 316 stainless steel with schrader fitting and liquid-filled pressure gauge and will be affixed to the column pipe with 316 stainless steel clamps extending to the pump depth of approximately 642 feet depth below ground surface. Additional 1-1/2-inch sounding tube shall be SCH-80 PVC with flush-joint threaded fittings for each pipe segment extending to the pump depth of approximately 642 feet depth below ground surface and will be affixed to the column pipe with 316 stainless steel clamps.

2.10 BID ITEM NO. 10 – PERFORM FINAL DISINFECTION

Payment for performing the final well disinfection once all permanent equipment is installed will be made at the contract lump sum price, complete, in accordance with the Contract Documents, and as directed by the DISTRICT. The Contract Price for work under this item shall include but is not limited to furnishing all labor, tools, NSF Approved chemicals and equipment, and performing all work to properly perform the disinfection and chemical neutralization of the well per the AWWA Standard and the DISTRICT's Protocol, as described within the Contract Documents. The NSF Approved chemicals shall be mixed with potable water above grade and injected into the well once the solution meets AWWA requirements. Neutralized disinfection fluids shall be disposed of in accordance with NPDES requirements

as provided in Bid Item No. 2. Provide list of chemicals and Safety Data Sheets (SDS) prior to having them onsite. Physical copies of all chemical SDS' to be maintained onsite.

2.11 BID ITEM NO. 11 – PERFORM EQUIPMENT STARTUP, COMMISSIONING AND TRAINING

Payment to perform equipment startup, commissioning and training will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required for the completion of equipment startup, commissioning and training as described in the Contract Documents. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter. Provide Operation & Maintenance (O&M) Manuals for all new equipment.

PART 3 – EXECUTION

GENERAL

3.1 SITE PREPARATION

- A. The Contractor shall be responsible for all site preparations which may be required for the completion of his work. Site preparation may include, but are not limited to, provision for accessing the well head, provision of piping for construction water, provision of piping for discharge water and disposal of waste fluids. The Contractor shall not disturb any property outside the limits shown on Figure 1.

3.2 NOISE CONTROL

- A. Operations shall be performed in a manner to minimize unnecessary noise generation and disturbance to persons living or working nearby, and to the general public, while meeting local noise abatement ordinances. All noise control measures shall be included in the Contractor's bid price for mobilization, and shall include (but are not limited to):
 - Equipping all internal combustion engines with critical residential silencers (mufflers);
 - Conducting operations in the most effective manner that will minimize noise generation, while being consistent with the prosecution of the Contract in a timely and economic manner.

City of Lake Elsinore Noise Ordinance

Residential Zoning

Decibels	Time Period
50 dbA	Day (7:00 AM – 10:00 PM)

40 dbA

Night (10:00 PM – 7:00 AM)

3.3 WORK SEQUENCE: All of the following sequence items shall be contingent on the CONTRACTOR obtaining approval from the CITY's and/or COUNTY's Traffic Engineer as a part of CONTRACTOR's prepared Traffic Control Plans and obtain all other required permits.

- A. The minimum sequence of work shall be as follows (The sequence of work is provided for reference only. It is contractor's responsibility to develop detailed work plan, sequence of work and schedule for District's review):
1. Submit proposed schedule of work, insurance. The CONTRACTOR is responsible for supplying electrical power for the entire project, as appropriate. Before beginning work, coordinate with SCE regarding electric service for the entire length of the project. Obtain all required permits, licenses, and construction easements.
 2. After construction survey, call Underground Service Alert (DIGALERT) and utility owners to obtain mark out of buried utilities.
 3. The CONTRACTOR shall be responsible for coordinating all work with all agencies directly affected by this work.
 4. As required, the CONTRACTOR is responsible for obtaining construction water meter from the DISTRICT for any temporary water usage throughout duration of construction and paying for all consumption fees.
 5. Secure laydown/staging areas. The CONTRACTOR shall obtain approval for use of any public or private rights-of-way.
 6. Take pre-construction photographs and video log along proposed work areas (potential layout or staging areas, etc.).
 7. Submit shop drawings and other submittals required by the plans or Contract Documents.
 8. Mobilize necessary equipment to the site.
 9. Perform work as specified in the Contract Documents.
 10. Perform modifications as specified to the well head.
 11. Install well pump, column piping, motor, and associated equipment.
 12. Adjust pH and perform final disinfection of well per the AWWA Standard and EVMWD Protocol. Perform chemical neutralization and disposal per NPDES requirements and EVMWD Protocol.
 13. Perform startup/testing and training.
 14. Provide Operations & Maintenance Manuals.
 15. Clean-up site and demobilize equipment.
 16. Provide warranty as specified.

3.4 DISCHARGE REQUIREMENTS

- A. All discharge water generated during well testing as a part of the initial and/or final well disinfection phase shall be disposed of in accordance with the DISTRICT's requirements.

- B. For bidding purposes, the CONTRACTOR should assume the final discharge location to be within the footprint of the well site.
- C. The CONTRACTOR shall make provisions during well testing as a part of the initial and/or final well disinfection phase to convey fluids produced from the well to a temporary storage tank (i.e., at least 21,000 gallons), provided by the CONTRACTOR and located on the site. This will allow for settling of suspended sediments from fluids and confirmation of water quality (i.e., pH, chlorine residual, turbidity) prior to discharge to the designated location.
- D. Any fluids the CONTRACTOR cannot blend to meet NPDES requirements will require hauling to an approved discharge location.
- E. The DISTRICT shall provide the Statewide National Pollutant Discharge Elimination System (NPDES) permit for drinking water system discharge as required by the State Water Resources Control Board, prior to the start of the Work. A copy of the complete Statewide NPDES permit can be downloaded at https://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf. The CONTRACTOR shall comply with all conditions and requirements of the permit, and shall be responsible for all costs of meeting these conditions and requirements at the work site. These conditions and requirements may include, but are not limited to, the following.
1. Submittal of a discharge plan to the DISTRICT for approval prior to mobilization;
 2. Procurement of the necessary bottles, paperwork and forms;
 3. Collection of water samples as required during discharge events;
 4. Field testing of water for water quality parameters per permit requirements;
 5. Monitoring of Volumes discharged.
- F. Monitoring and reporting protocols shall be in accordance with the Statewide General NPDES Permit and detailed in the Tables E-1 and E-2 below.

Table E-1. Event Monitoring of Superchlorinated Discharges, Well Development and/or Rehabilitation, and Individual Discharge Events Greater than 325,850 Gallons

Parameter	Units	Sampling ²	Sample Type
Chlorine, Total Residual ^{1,3,4}	mg/L	1/Event	Grab ¹
Volume	Gallons	1/Event	Estimate ⁵
pH ⁶	Standard Units	1/Event	Grab
Turbidity	NTU	1/Event	Visual Estimate
Turbidity for Well Development and/or Rehabilitation Only ¹	NTU	1/Event	Grab ¹

¹ A handheld field meter shall be used, provided the meter utilizes a US EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. The Discharger shall maintain a calibration and maintenance log for each meter used for monitoring required by this Monitoring and Reporting Program.

² Sampling shall take place downstream of management practices, as feasible.

³ Total chlorine shall be monitored with a method sensitive to and accurate at a minimum level of 0.1 mg/L. False positives are acceptable if explanation of the cause is included.

⁴Total Chlorine Residual monitoring is not required of non-chlorinated discharges.

⁵Calculated estimate using available meter reading information or visual estimate.

⁶pH monitoring is required for Superchlorinated discharges only.

Table E-2. Event Monitoring of Superchlorinated Discharges, Well Development and/or Rehabilitation, and Individual Discharge

Duration of Discharge	Sampling Requirements
Less than 20 minutes	One sample is required during the first 10 minutes of the discharge.
20 minutes to 60 minutes	One sample is required during the first 10 minutes of the discharge, plus a second sample is required within the last 10 minutes of the discharge.
Greater than 60 minutes	One sample is required within the first 10 minutes, a second sample is required within the next 50 minutes, and a third sample is required approximately within the last 10 minutes of the discharge or as close to the end as is feasible.

- G. If required, the CONTRACTOR shall obtain a sufficient number of laboratory sampling bottles and Chain of Custody forms from a state certified laboratory, as approved by the DISTRICT, prior to the start of the Work. Only clean laboratory bottles shall be used to collect discharge samples. The CONTRACTOR shall notify the DISTRICT prior to the start of any discharge or sample event. The CONTRACTOR shall completely fill out the appropriate Chain of Custody forms to accompany the NPDES sample to the laboratory. All laboratory results shall be provided to EVMWD.
- H. A sampling port shall be made available at the point of discharge to facilitate collection of water samples for the purposes of measuring water quality field parameters (i.e., pH, chlorine residual, turbidity, etc.). All discharges to the storm drain shall be closely monitored for daily quantity and quality and recorded on the CONTRACTOR's daily notes. These daily notes shall be submitted to the DISTRICT upon request.

3.5 WELL DISINFECTION

- A. Following permanent equipment installation and prior to start-up and commissioning, the well shall undergo disinfection to prevent bacterial infestation. Prior to introduction of disinfecting chemicals to the well, the chlorine and chlorine enhancer should be properly diluted with potable water within an above-ground tank with a pit capacity appropriate for batching chlorine. The pH of the mix water shall be adjusted to 4.5 to 5.0 pH units prior to adding sodium hypochlorite. The solution shall be thoroughly mixed and the pH shall be checked and adjusted using additional chlorine enhancer as necessary to achieve a pH in the range of 6.0 to 6.5 units after the hypochlorite has been added.
- B. The mixed and diluted chemicals shall be pumped through a tremie pipe to displace fluid in the well with the chemical mixture. The volume of the chemical mixture shall be approximately 1.5 times the calculated volume of the well casing and annular space (assuming 30% porosity of the filter pack) to ensure complete displacement. The approved disinfecting agents shall be NSF 60-certified, and should be added to the well according to the manufacturer's guidelines. The CONTRACTOR's plan for mixing and introduction of chemical to the well should be discussed with the

DISTRICT prior to mixing. Granular or calcium-based chlorine compounds must not be used.

- C. Diluted disinfection chemicals shall be introduced to the well in appropriately sized batches by injection through tubing that is placed in stages throughout the perforated interval. The chemical mixture should be used to displace fluid in the well and near-well zone within approximately 20 ft sections of the perforated interval. Under no circumstances should the disinfectant solution be added to the well by pouring it directly into the well from the surface.
- D. The CONTRACTOR must achieve a minimum concentration of 200 milligrams per liter (mg/L) Cl₂ applied dose.

Recommended Mixture of Disinfection Chemicals

Approximate Wetted Volume of Well	gal	10,200
Volume of Mix-Water (1.5 x Wetted Volume of Well)	gal	15,300
Nu-Well No. 410 Chlorine Enhancer, or Approved Equal (~1 gal per 1,000-gal mix water)	gal	15.3
Required Amount of Sodium Hypochlorite (12.5% Available Chlorine)	gal	24.5

3.6 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR’s use of the project site shall be limited to its construction operations. On-site storage of materials, on-site fabrication facilities, and field offices located within public right-of-way require approval from the DISTRICT.
- B. The CONTRACTOR shall install signs, barricades and lights necessary to ensure public safety and safety of DISTRICT’s operators and personnel. Provide plates across ditches to enable safe access of DISTRICT’s personnel to facilities or the public across excavations within public right-of-way that cannot be backfilled at the end of the day. Traffic control during hours of construction work shall be in accordance with the approved traffic control plans included in this bid package.

3.7 DISTRICT USE OF THE PROJECT SITE

- A. The DISTRICT may utilize all or part of the existing facilities during the entire period of construction for the conduct of the DISTRICT’s normal operations. The CONTRACTOR

shall cooperate and coordinate with the DISTRICT to facilitate the DISTRICT's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the DISTRICT shall be allowed access to the project site during the period of construction. It shall be the CONTRACTOR's responsibility to keep the site secured at all times. The DISTRICT shall not be held liable for any damaged or stolen equipment.

Cost Summary - Equipping of Diamond Well

Description	Quantity	Amount
MOBILIZATION, BONDS, PERMITS, SITE CLEANUP, SITE SECURITY, SITE RESTORATION, AND DEMOBILIZATION	1	18,361.00
TEMPORARY EROSION CONTROL MEASURES, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT DISCHARGE COMPLIANCE, REPORTING AND LEGAL DISPOSAL	1	8,125.00
PRE/POST-CONSTRUCTION VIDEOTAPES AND PHOTOGRAPHS	1	1,250.00
INSTALL VERTICAL TURBINE PUMP, COLUMN PIPING (INCLUDING TUBE AND SHAFT), MOTOR, AND ASSOCIATED EQUIPMENT (EXISTING MOTOR SHALL BE REUSED)	1	23,000.00
FURNISH NEW PUMP BOWL ASSEMBLY	1	26,196.00
FURNISH NEW COLUMN PIPE (279 wall NSF61 6233 Epoxy Lined/Coated)	1	79,300.00
FURNISH NEW PUMP TUBE AND SHAFT (3"X 1-15/16" X 20' NSF61 6233 Epoxy Coated)	1	49,400.00
FURNISH NEW PRESSURE TRANSDUCER	1	4,667.00
PERFORM MODIFICATIONS TO WELL HEAD TO PROVIDE AND INSTALL AN ADDITIONAL AIRLINE AND SOUNDING TUBE	1	7,249.00
PERFORM FINAL DISINFECTION	1	5,125.00
PERFORM EQUIPMENT STARTUP, COMMISSIONING AND TRAINING	1	2,350.00
	Total	225,023.00



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: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR UPDATES TO THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

STRATEGIC GOAL

Optimize and Diversify Water Sourcing
Maintain and Upgrade Technology

RECOMMENDATION

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

1. Approve a Professional Services Agreement with Carollo Engineers, Inc. in the amount of \$968,426.00;
2. Authorize \$4,842.00 for overhead and \$90,420.00 for staff time;
3. Authorize the total expenditure in the amount of \$1,063,688.00 to the Capital Improvement Program, with funding provided from the Elsinore Water Replacement Program, Wastewater Replacement Program, and the Recycled Water Replacement Program;
4. Authorize a supplemental appropriation in the amount of \$15,161.00 to the Capital Improvement Program, with funding provided by the Recycled Water Replacement Program; and,
5. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

Reason for Updating Master Plans

The current Water, Sewer and Recycled Water Master Plans were prepared by EVMWD in 2016. The Master Plans assist staff in establishing the future system needs and developing a Capital Improvement Program (CIP) that can be budgeted and implemented to accommodate changes and future needs of the District. A five-year period is considered the industry standard for updating the Master Plans.

In addition to updating the three master plans, this project includes an infiltration/inflow (I/I) Study in the southern section of the EVMWD service area. This section includes areas where the wastewater is conveyed to the Santa Rosa Regional Resource Authority (SRRRA) for treatment, and the areas tributary to EVMWD's Greer Ranch, Robards Way, Washington Ave., and McVicar Lift Stations from where the wastewater is conveyed to the Regional Water Reclamation Facility (RWRF) for treatment. All these southern areas have been reported to have significant I/I concerns in the past.

Currently there are four meters that measure wastewater flow sent to SRRRA. The wet weather flows to SRRRA, Washington Avenue, and McVicar Lift Stations have shown a significant increase during rain events. This Study will identify and prioritize key locations of excessive I/I in the above-mentioned drainage areas and recommend cost-effective corrective measures.

Specific locations are selected for wastewater flow monitoring to calibrate the sewer model and for the I/I Study. By including the I/I Study as part of this project, the sewer flow monitoring field work required for both the sewer model calibration and for the I/I Study is expected to be accomplished more efficiently and cost-effectively because monitoring at some locations would benefit both tasks.

Current Status and Future Need

The existing 2016 Master Plans are over five years old and must be updated. The outcome of this project will include three separate updated master plans (Water, Sewer and Recycled Water). Completing updates of these Master Plans will result in development of the alternatives and solutions available to the District for future expansion and upgrades of EVMWD's infrastructure.

Consultant Procurement and Recommendation

A request for proposals (RFP) to update the Master Plans and conduct the I/I Study was issued on Planet Bids on October 11, 2021. A mandatory preproposal meeting was conducted on October 21, 2021. Four proposals were received on November 9, 2021 from the following consultants:

1. Woodard and Curran
2. WSC
3. Carollo Engineers, Inc.
4. Stantec

A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and project understanding, staff concluded that Carollo Engineers, Inc. is the most qualified consultant. The evaluation scores 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%
Woodard and Curran	90.00	80.00	200.00	200.00	240.00	810.00
WSC	80.00	85.00	212.50	225.00	255.00	857.50
Carollo Engineers	100.00	90.00	225.00	225.00	270.00	910.00
Stantec	50.00	85.00	212.50	225.00	255.00	827.50

Staff presented this item at the December 8, 2021 Study Session. After careful review, Committee and staff recommend approval of a Professional Services Agreement with Carollo Engineers, Inc. in the amount of \$968,426.00 to update the three Master Plans and complete the Southern Area I/I Study. This item, including overhead of \$4,842.00, as well as staff time (336 hours) and fringe benefits of \$90,420.00, totals \$1,063,688.00.

ENVIRONMENTAL WORK STATUS

This item does not constitute a project under CEQA.

FISCAL IMPACT

Withing Budget – No. A supplemental appropriation is being requested in the amount of \$15,161 for the Recycled Water Master Plan with funding provided by the Recycled Water Replacement Program.

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

Attachments:
 Agreement - Carollo Engineers, Inc.

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
2021 UPDATES TO THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER
SYSTEM FACILITIES 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 Carollo Engineers, Inc., a Corporation, with its principal place of business at 707 Wilshire Boulevard, Suite 3920, Los Angeles, CA 90017 (“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 Engineering services for the creation and modification to the Facilities and Infrastructure Masterplans 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 2021 Updates To The Master Plans For Water, Sewer, And Recycled Water System Facilities 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 Engineering 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 December 16, 2021 to January 31, 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 Nine Hundred Sixty-Eight Thousand Four Hundred Twenty Six Dollars (\$968,426.00) 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: Inge Wiersema and Eric Mills.

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 Parag Kalaria, 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 Inge Wiersema, 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 St
Lake Elsinore, CA 92531
Attn: Parag Kalaria
Email: pkalaria@evmwd.net

CONSULTANT:

Carollo Engineers, Inc.
707 Wilshire Boulevard, Suite 3920
Los Angeles, CA 90017
Attn: Inge Wiersema
Email: iwiersema@carollo.com

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
2021 UPDATES TO THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER
SYSTEM FACILITIES 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: _____

CAROLLO ENGINEERS, INC.:

By: _____
DocuSigned by:
Inge Wiersema
7E64966568DE4EE...
(Authorized Representative of Vendor)

Printed Name: Inge wiersema

Title: Vice President

Dated: November 29, 2021

**EXHIBIT A
SCOPE OF SERVICES**



707 Wilshire Boulevard, Suite 3920, Los Angeles, California 90017
P. 213.489.1587 F. 213.572.0361

November 9, 2021

Sudhir Mohleji
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, California 92530

Subject: Proposal for the Update to Master Plans Water, Sewer, and Recycled Water System Facilities

Dear Mr. Mohleji and Members of the Selection Committee:

The Carollo team is excited to have to opportunity to once again work with the Elsinore Valley Municipal Water District (EVMWD) on your master plan updates for the water, sewer, and recycled water systems facilities. Throughout our proposal, you will see that we have a long history and deep understanding of EVMWD, your previous master plans, and the way your various systems work. Our team is built around a robust group dedicated planning experts who have dedicated their careers to projects just like yours. We offer EVMWD the following benefits:

- **Success through proven project leadership.** Inge Wiersema and Tim Loper are planning experts that have delivered hundreds of planning projects throughout the U.S. With a strong team of experts to support them, we offer our best team with a history of delivering successful projects. Ryan Orgill and Matt Huang were integral in delivering previous editions of EVMWD sewer and water planning documents, and this team is ready to help meet the current District objectives.
- **Trusted recommendations through a robust approach.** As you will see in our proposal, Carollo is specifically focused on building the best tools, and conducting a focused analysis where we can develop recommendations that can be trusted. We offer a proven project approach focused on integration, as well as innovative modeling tools that provide efficient use of existing data. The recommendations provided by these plans can be trusted to provide a road map of capital projects for years to come.
- **Digital deliverables that provide flexibility and integrate with your current systems.** Carollo has focused on developing flexible digital deliverables, using ESRI Story Maps and Power BI Dashboard, which allow you to be nimble and responsive to changes in planning assumptions. These non-proprietary deliverables fit into your current planning systems and allow for easy communication to stakeholders and other key interest groups. We aren't going to recreate the wheel but make the systems you currently have better and more accessible.

Legal Name
Carollo Engineers, Inc.

Contact Person
Inge Wiersema, PE, ENV SP
Vice President
(P) 213-279-3320
(E) iwiersema@carollo.com

Local Address
707 Wilshire Boulevard,
Suite 3920
Los Angeles, California 90017
(P) 213-489-1587
(F) 213-572-0361

Corporate Address
2795 Mitchell Drive
Walnut Creek, California
(P) 925-932-1710
(F) 925-930-0208
www.carollo.com

**Carollo's proposal is valid through Jun 3 9, 2022.*

Sudhir Mohleji
Elsinore Valley Municipal Water District
November 9, 2021

Page 2

We are excited to continue our long history of collaboration with EVMWD staff to develop strategic planning documents that help the District move forward. At Carollo, water is all we do. Water is our passion and we are excited to continue leveraging this passion into smart, justifiable, capital programs for all three of your systems. We look forward to discussing our proposed scope with you in detail. Please reach out to me, project manager Inge Wiersema, with any questions.

Sincerely,

CAROLLO ENGINEERS, INC.



Inge Wiersema, PE, ENV SP
Vice President



Eric Mills, PE
Senior Vice President

Understanding of Project and Project Approach

Understanding of Project and Project Approach

The Carollo team will bring the Elsinore Valley Municipal Water District (EVMWD or District) a combination of in-depth knowledge of your existing water and wastewater systems and innovative, best-in-class planning tools, and a detailed coordinated capital improvement plan (CIP) roadmap.

Understanding of Project

With a service area of nearly 100 square miles and still significant space for growth, EVMWD has been very diligent about updating its water, wastewater, and recycled water master plans every five years.

Looking back at 2016 when the last set of master plans were completed, the world has changed in many ways. Some of the changes over the past five years include COVID-19 and working from home resulting in changes in diurnal patterns, interests in more affordable housing within the District's service area, significant amount of development and new residences, and new regulations like the Sustainable Groundwater Management Act going into effect with your first Groundwater Sustainability Plan (GSP). California is also entering another prolonged drought that may trigger additional conservation mandates on top of the AB1668 regulations that went into effect since your 2016 master plans.

The bottom line is that basic master planning assumptions continue to change.

In addition, technology keeps evolving and digital and dynamic deliverables have become more common practice.

We understand that as part of this master planning cycle, the District is not only looking at updating the three master plans for the water, sewer, and recycled system facilities, but also the preparation of a stand-alone study that analyzes the inflow and infiltration (I/I) in the southern section of the District's service area, as well as the **update or development of a new EDU tracking tool**. These plans need to be based on consistent population projections, coordinated demand/flow projections, and the same spatial growth assumptions.



We also understand the importance of providing **detailed CIP fact sheets** for each recommendation to streamline the transition from planning to implementation, just like Carollo did for your 2007 Wastewater Master Plan.

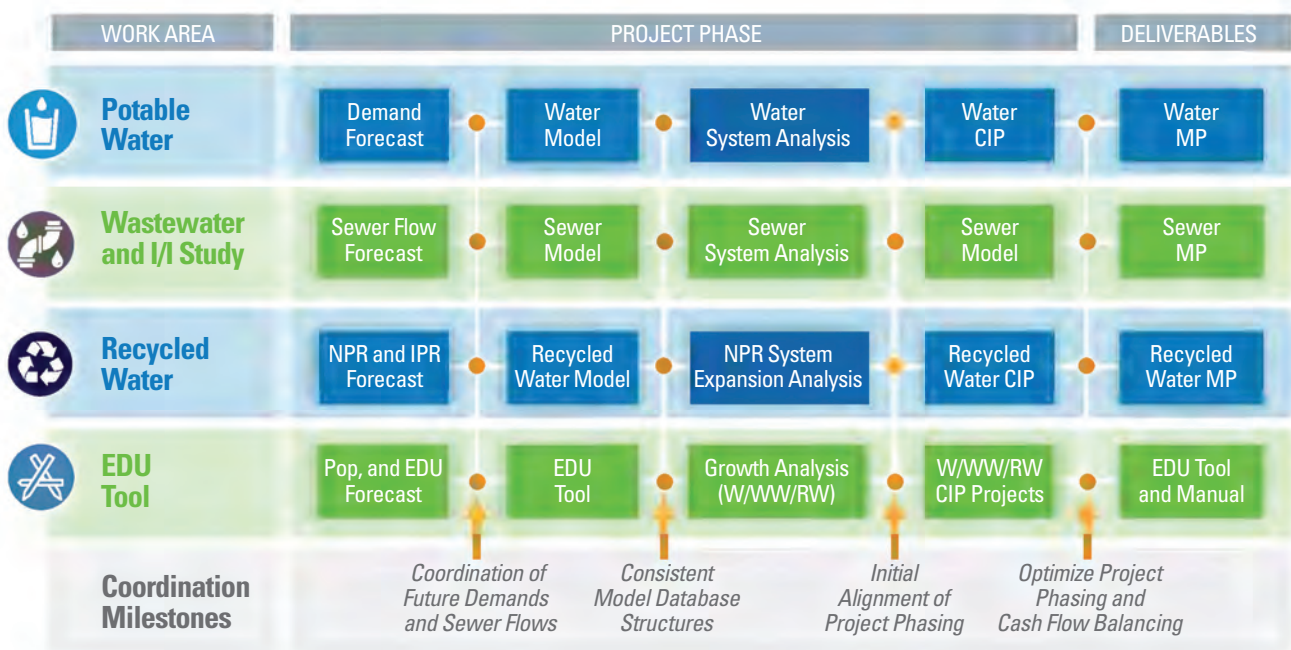
This master plan update will therefore not only update the three 2016 plans and preparation of the I/I study for the southern section of the District's service area, but also include more dynamic tools that the District can use to quickly adjust its CIP planning as conditions continue to evolve between this and the next master planning cycle. If there is one thing we have learned (again) over the past 18 months it is that the future will look different from what we project today. To adapt to these changes in a more dynamic way, we understand the importance of developing electronic planning tools that are easy to use by District staff to allow for modifications in growth planning, water demands/wastewater flows, or available revenues, to name a few.

With the approach described on the following pages, our team will update the District's master plans for your water, sewer, and recycled water system facilities along with the dynamic CIP and EDU planning tools **to help EVMWD make confident decisions about existing system rehabilitation and future system expansions.**

Project Approach Summary

The Carollo team has developed an integrated project approach that results in three separate, but closely coordinated master plans, as well as a stand-alone I/I study and new dynamic planning deliverables such as the EDU tool, as well as other digital solutions, including Carollo's dynamic CIP tool, and interactive ESRI Story Maps. A detailed work plan of how we propose to execute and coordinate the various work efforts including the key meetings, deliverables, and the District's role is provided on page 4.

As shown in the detailed workflow and simplified summary below, there are a few critical milestones during the project to develop master plans that are closely coordinated and based on consistent planning assumptions. This means that although the water model was recently updated and re-calibrated, the sewer flow monitoring and sewer model update/calibration is on the critical path for the entire project to keep the work aligned around the following milestones:



KEY
 NPR = Nonpotable Reuse WW = Wastewater
 IPR = Indirect Potable Reuse RW = Recycled Water
 Pop = Population MP = Master Plan
 W = Water EDU = Equivalent Dwelling Unit

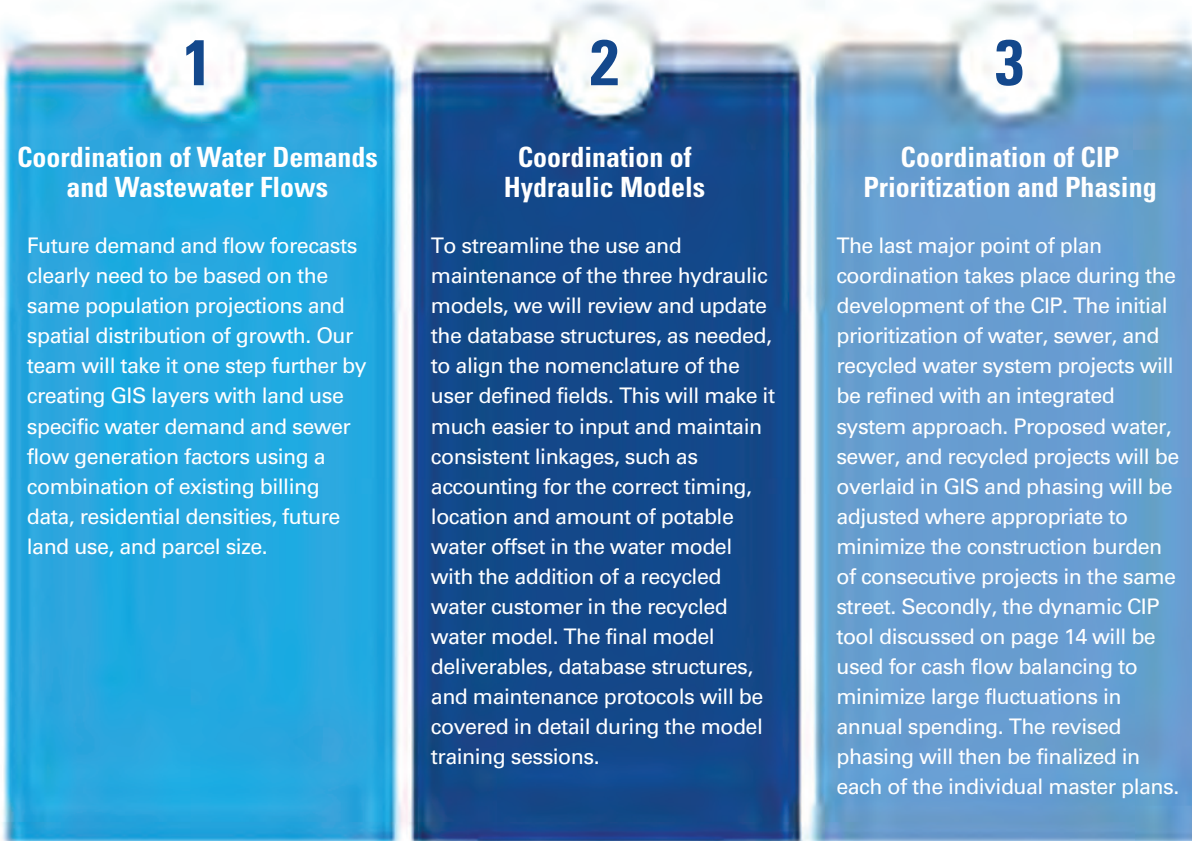
Some key highlights of our project understanding and approach for your Water, Sewer, and Recycled Water Master Plan updates are described on the following pages (5-13), while our proposed schedule and project delivery is described on page 18.

The detailed Scope of Services of Tasks 1-13 of the RFP is provided after the project schedule on page 21. In addition, we have included five optional tasks to enhance the master plan updates.

We welcome the opportunity to sit down with you and discuss your interest in any of the following tasks to meet your needs and budget:

- ▶ Task 14.1 - Condition Assessment of Water System Facilities.
- ▶ Task 14.2 - Condition Assessment of Sewer Collection System Facilities.
- ▶ Task 14.3 - Pipeline Replacement Program Tool.
- ▶ Task 14.4 - On-Call Modeling Support.
- ▶ Task 14.5 - Hydraulic Model Viewer.

Exhibit "A"



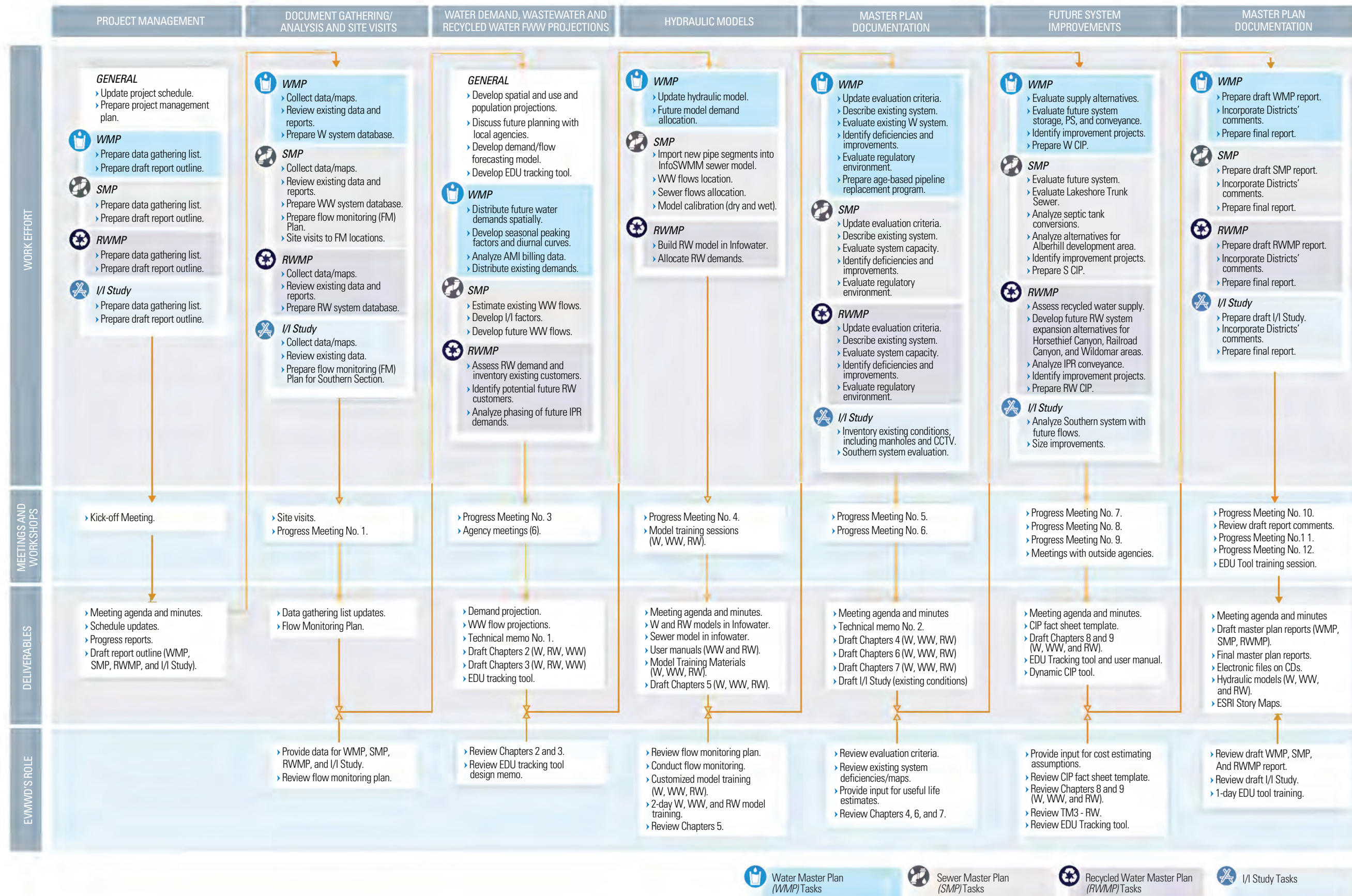
The three major coordination milestones below align with Carollo's internal quality control checks so that the work doesn't move ahead until it has been thoroughly reviewed by our quality assurance (QA) and quality control (QC) team whom each bring a fresh pair of eyes to the four different deliverables.

In addition, our project manager, **Inge Wiersema**, will review all deliverables for consistency to provide coordinated master plans that the District can use to make defensible investment decisions for years to come. The timing of these reviews and deliverable milestones, as well as reviews expected from District staff, are presented with the project starting on page 18. Our approach section, starting on page 5, describes the key components of the water master plan, sewer master plan and I/I study, recycled water master plan, and electronic deliverables including the EDU tool.

In summary, our approach to this project is straight forward.

We have dedicated leads and technical advisors that can work in parallel on each of the five work efforts. To ensure alignment of the work, we will conduct weekly internal team calls, as well as monthly progress meetings with the District's team. We will also set up a Microsoft Teams (MS Teams) channel and custom file structure to save all project files and allow quick communication between all team members from both Carollo and the District. This way, **we can all collaborate as one team**, share our progress, avoid surprises, and most importantly deliver the final master plans before the end of 2022 so you can use the final CIPs to plan capital spending in 2023 and beyond.

Work Plan



Water Master Plan (WMP) Tasks
 Sewer Master Plan (SMP) Tasks
 Recycled Water Master Plan (RWMP) Tasks
 I/I Study Tasks

ESMORE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

Water Master Plan Approach

EVMWD has an extensive and fairly complex water distribution system with over 40 pressure zones, 70 storage tanks, and 50 booster pump stations. The water system will only become more complex in the future as growth continues to occur.

We know your water distribution system. Our team members have been involved in more than 30 different studies for EVMWD over the past 20 years. Our Water Master Plan task lead, **Matt Huang**, was the project engineer or project manager for both of EVMWD's 2002 and 2008 Water Distribution System Master Plans.

What We Know

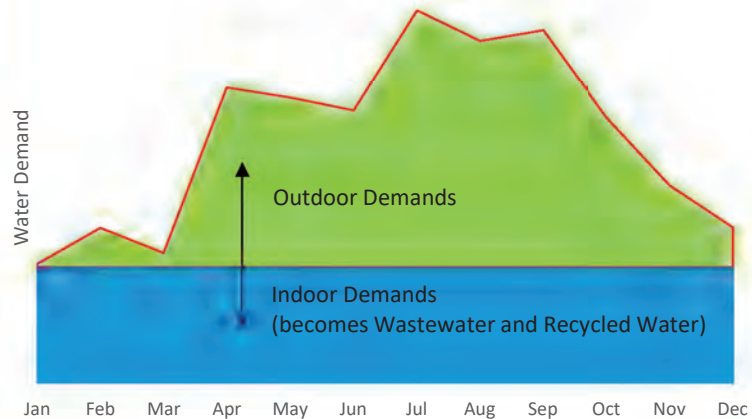
1. The 1434 zone is a long, extended zone, almost 20 miles from one end to the other, with five reservoirs, all at the same elevation, that have to be hydraulically balanced throughout the 1434 zone.
2. The water system needs to be able to operate without significant groundwater supplies from our experience on the GSP, so that groundwater can be kept for dry years.
3. The many booster pump stations that are required to pump to higher elevations from the 1434 zone, including the booster pump to Skymeadows with a 600 psi discharge pressure.
4. This intimate knowledge and understanding of your water system allows Carollo to hit the ground running, developing detailed and accurate recommendations without a learning curve.

PROPOSED ADVANCEMENTS TO WATER MODELING APPROACH

PROPOSED APPROACH	EVMWD BENEFIT
Use customer AMI data to determine and spatially distribute wastewater flows.	Consistency between master plans.
Enhanced EDU tool for tracking developments and calculating facility needs by zone.	Easy and frequent updates optimizes facility and investment timing.
Multi-day hydraulic model runs.	Transmission capacity needs identified.
Condition assessment of facilities.	Plan for replacement of aging infrastructure.

Carollo's approach to the Water Master Plan recognizes that coordination between water demands, wastewater flows, and recycled water supplies brings consistency between planning efforts.

EVMWD's AMI data provides new insight into water demand and wastewater flows. On a per connection basis, demands from low months (assumed to be indoor demands) will be translated into dry weather wastewater flows and recycled water supplies.



Carollo's approach brings true integration between the District's three master plans. Indoor water demands are equal to dry weather wastewater flows and recycled water supply.

ESIMORE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

Exhibit "A"

High growth rates require the right infrastructure at the right time.

Due to the high growth rates, the right infrastructure is needed when growth occurs, not earlier. New infrastructure must be sized correctly to avoid stranded capacity while also minimizing the need for small increases of capacity at a later time. The EDU tool (see page 14) will help size storage, booster pump stations, and water supply needs. Planning for these infrastructure improvements using trigger-based decision-making will allow the District to develop the right facilities at the right time.

Multi-day hydraulic modeling helps develop the right transmission solutions.

Carollo will perform multi-day hydraulic modeling runs to address the long distances in the District's system. These longer runs will confirm that current and proposed infrastructure will allow the 1434 pressure zone reservoirs to fill and empty.

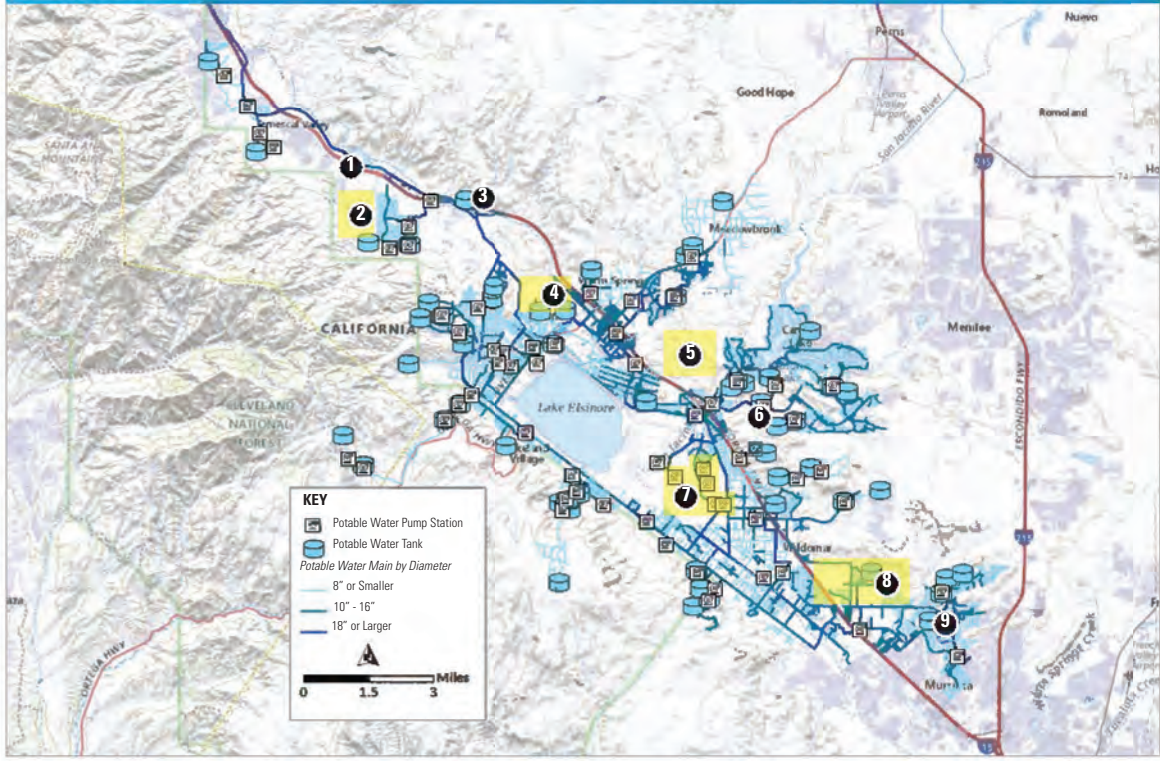
Condition assessment and replacement program planning addresses aging infrastructure.

While the RFP mentions establishment of a budget for a pipeline replacement program, Carollo recommends a full system condition assessment including site visits to facilities and review of leak records. The District has pipelines as much as 90 years old in your system; it is vital for the District to begin planning now for pipeline and facility replacement. Having sufficient funds in your budget is vital for replacing aging infrastructure, but developing asset management procedures and facility prioritization is important to know where and when to make the right investments.

Carollo's hydraulic modeling approach will deliver solutions for your water distribution system challenges.

Key Hydraulic Water System Challenges

- 1 Temescal Valley Pipeline undersized and cannot handle increases in imported water from Mills WTP; new pump station proposed.
- 2, 4, 5, 7 Large amounts of growth will lead to new pipelines, pump stations, and reservoirs.
- 3 Lake Street pipeline will not be sufficient to convey increased flows from Mills WTP without causing Lake Street Reservoir to always be completely full when TVP PS built; parallel pipeline will be needed due to growth.
- 6 Increases in Canyon Lake WTP will not be sufficient to avoid future transmission.
- 8 Back Basin groundwater wells will be limited to Summer use in dry years.
- 9 Auld Valley Reservoir is always full when Auld Valley PS running due to head losses in transmission pipelines to Bryant Reservoir.



ESIMERE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

Sewer Master Plan Approach

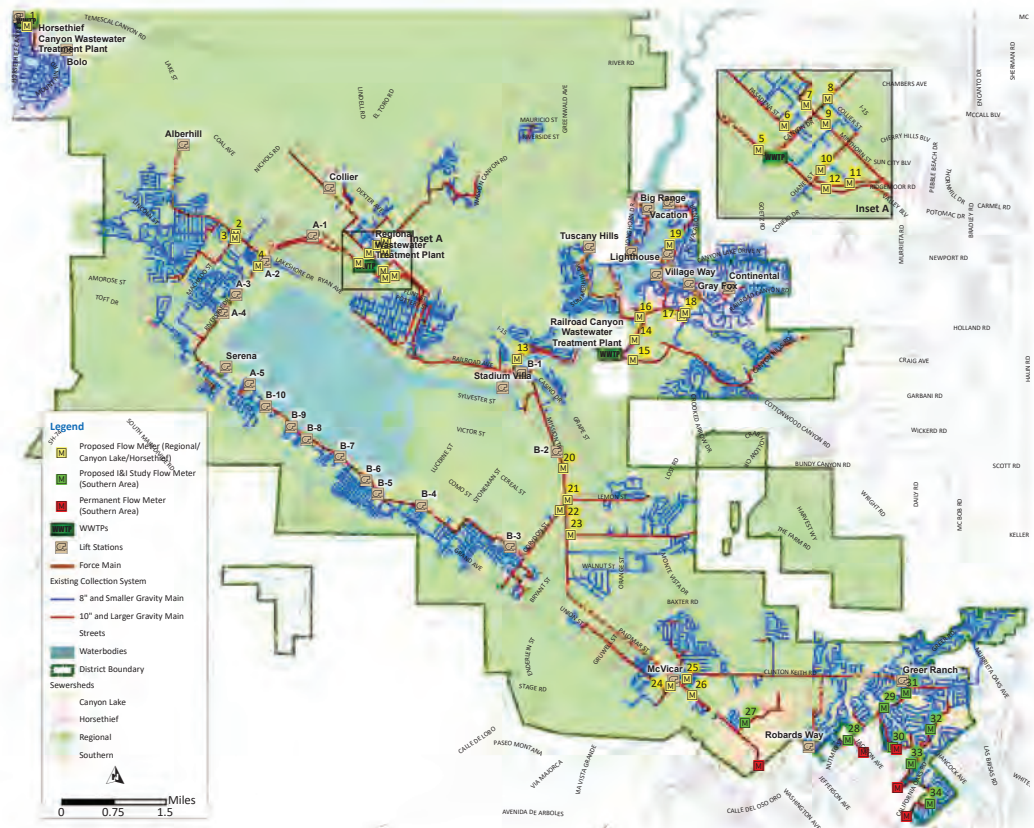
Modern approaches to your modeling program provide a defensible capital program. Technology has allowed sewer system modeling to advance to the point where realistic, accurate simulations of existing wastewater flows are a part of every comprehensive project. Carollo's approach uses the power of data to build robust modeling tools that help to "right size" your system improvements and provide a clearer picture of system flows without multiple assumptions. It all starts with flow monitoring data.

PROPOSED ADVANCEMENTS TO SEWER MODELING APPROACH

PROPOSED APPROACH	EVMWD BENEFIT
Allocate flows using your AMI water meter billing data.	Accurate spatial distribution of base flows and time savings during model calibration.
Custom diurnal curves from flow monitoring data.	Measured peak flows specific to location.
Wet weather flow parameters based on I/I flow data.	Spatially accurate representation of I/I distribution and impacts.
Dry and wet weather flow calibration.	Spatially accurate peak flows.
Flow, velocity, and level calibration.	Accurate determination and sizing of pipeline improvements.
Peak dry and peak wet scenario analysis.	Multiple layers of risk analysis.

Carollo's proposed 2022 flow monitoring program is targeted to achieve multiple objectives.

The data collected during the flow monitoring program forms the foundation for multiple elements of model development. Flow data defines system flow characteristics for the development of diurnal patterns and establishes the targets for model calibration for both dry and wet weather scenarios. It will also define the wet weather parameters for the establishment of I/I rates within each basin.



Carollo's proposed 2022 flow monitoring plan achieves multiple benefits. Capturing total system flows, isolation of areas of the system with capacity constraints and identification of areas in the southern system with the highest rates of I/I. We already identified initial flow monitoring locations to achieve these three goals to hit the ground running on this critical path item.

ESIMONE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

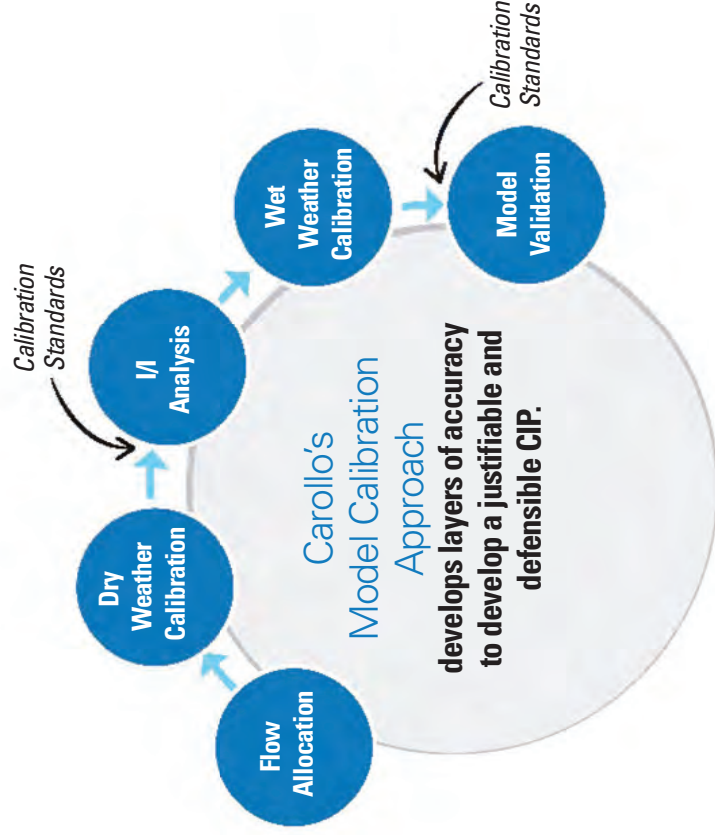
Wastewater load allocation utilizing water meter billing records accurately distributes base wastewater flows.

The approach used on past plans has been to estimate base flow allocation using land use based flow factors. With EVMWD customers using AMI water meters, we can use the winter water usage data to allocate base wastewater generation rates to distribute base flows much more accurately than in the past. This will result in significantly less calibration adjustments during dry weather calibration. Custom diurnal patterns for each flow monitoring basin are developed based on flow monitoring data and will be applied to the allocated water meter billing data. Baseflow conditions for extended period simulations are verified with dry weather flow monitoring data.



Wintertime water meter billing data provides a true representation of water usage on a parcel level and provides an extremely accurate way to allocate dry weather base flows into the model. The figure above illustrates the spatial locations of AMI data. The data can be Geocoded to provide accurate distributions of base flows. Making the connection between water usage and wastewater generation through billing data allows Carollo to take the guess work out of flow allocation.

Exhibit "A"



Wastewater collection system flows are the combination of base wastewater flows, and I/I. Similar to conditions in the field, Carollo develops wastewater models through the layering of base and I/I flows.

Like the development of the flows, we must also calibrate the model using the same approach. Calibrating dry (base) flows first, then calibrating to wet weather flows.

This layering approach provides confidence that modeling results accurately simulate field conditions and provides an acute assessment of where there are hydraulic conveyance bottlenecks that pose risks.

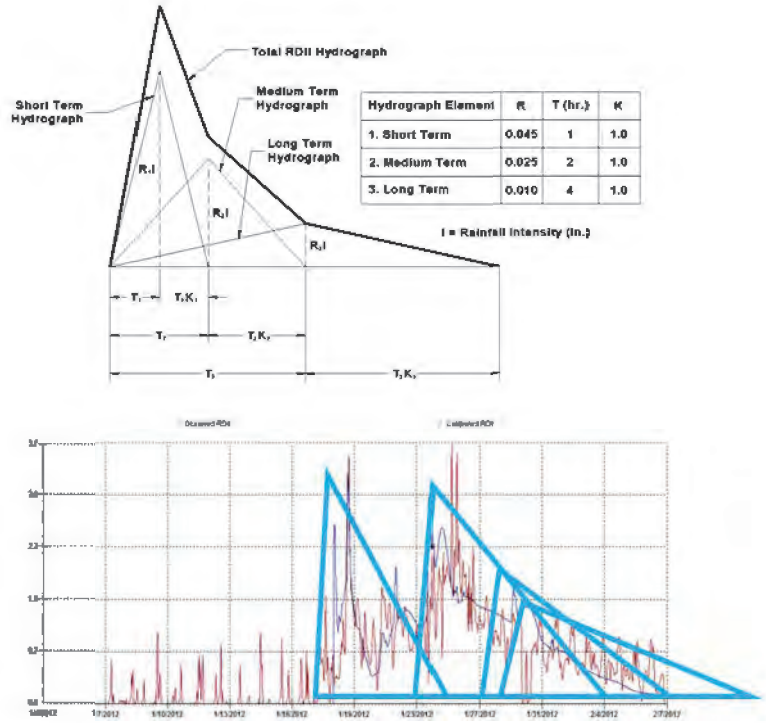
Conducting model calibration for both dry and wet conditions, Carollo adds layers of accuracy to the model. **Increased accuracy helps build confidence in project recommendations.**

Exhibit "A"

Simulation of I/I based on monitoring data provides calibrated peak flows and avoids overly conservative assumptions.

Your previous master plan took the peak dry weather flow and applied a peaking factor of three to simulate peak wet weather flows. While this method is consistent across the whole system, it essentially turns a blind eye to measured wet weather flows and can result in an overly conservative or under represented key parameter used to evaluate the system and size improvements.

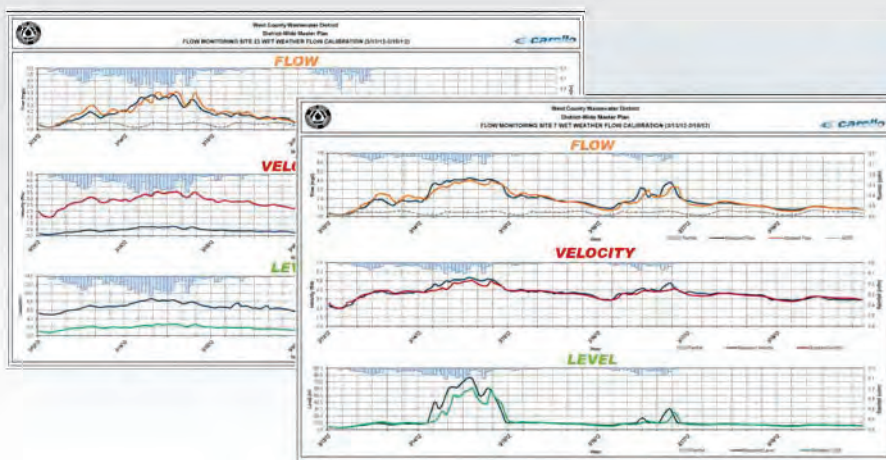
Carollo will develop wet weather flow parameters from flow monitoring data using the real-time kinematic method is an industry standard process that captures and simulates short and long-term I/I response. This method out performs the overly conservative peaking factor methods used in EVMWD’s last sewer master plan.



Carollo’s flow, velocity, and level calibration go beyond industry standards to provide an accurate assessment of system performance.

Typical collection system model calibration only looks at flows within the collection system. Carollo’s approach is to look not only at flow but at velocity and levels. Collection system pipelines are evaluated and sized based on flow level (or hydraulic grade). By limiting calibration to flows, model developers are ignoring the single parameter that is used to evaluate and size collection system improvements.

Carollo is one of the only consultants in the U.S. that focuses model calibration on all three flow components (flow, velocity, and level) to provide an accurate assessment of deficiencies and pipeline improvement sizing.



Carollo’s model calibration approach is unique in that we calibrate to flow, velocity, and level at each metering site. This approach allows us to build confidence in recommendations because we have calibrated to the single parameter (level) used to size collection system improvements.

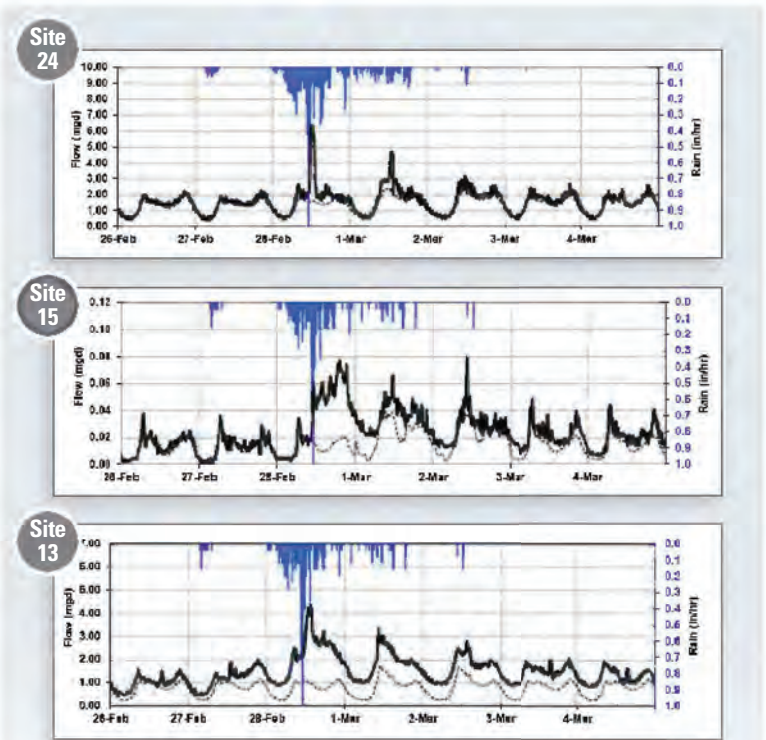
ESTHORE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

Exhibit "A"

I/I studies are focused on identification and the development of programmatic recommendations.

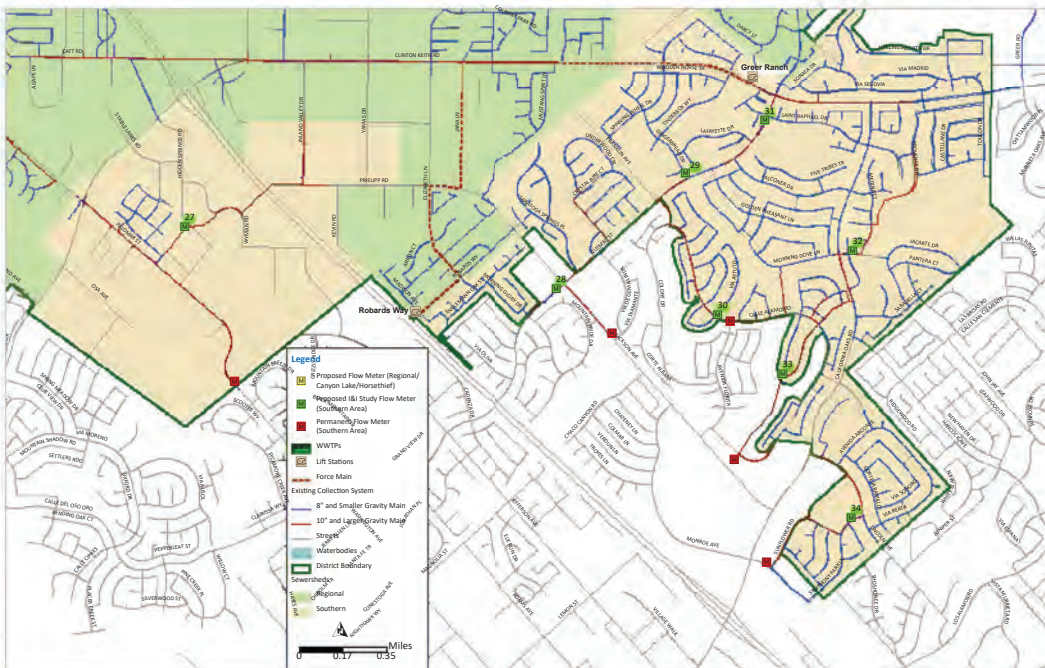
The District has identified that peak flows in the southern system significantly increase after rain fall events. The southern system flows to the Rancho Water District system. Identification and mitigation of I/I provides benefit by increasing capacity, and lowering measured flows to Rancho. The identification of I/I can be a long-term process that involves years of investigation and data collection. Developing an efficient and effective I/I mitigation plan requires an understanding of flow data, an understanding of effective mitigation methods, and a robust plan focused on annual investigation methods that support identification of I/I sources.

Carollo's flow monitoring plan targets the areas of the system with the most pronounced response. Based on a review of historical data, Carollo has developed the proposed I/I monitoring plan that will be performed in conjunction with the overall metering program. We are proposing seven meters in the southern system.



Carollo conducted a preliminary evaluation of historical data to determine the types and locations of I/I in the southern system. The collection system exhibits all three types of I/I response: direct inflow in site 24, combined I/I in site 15, and long-term groundwater infiltration in site 13. This evaluation will guide the installation of flow meters for this new plan, as well as help direct the appropriate investigation and rehabilitation methods.

PROPOSED FLOW MONITORING LOCATIONS FOR 2022 I/I STUDY



Carollo's metering plan targets seven sites focused on areas of the system with historically high rates of I/I, as well as targeting isolation of small sub basins.

Our in-depth understanding of your wastewater collection system provides time and cost savings to the District.

ESIMORE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

I/I mitigation requires source identification and tailored repair method recommendations.

The District has identified peak flows in the Southern System significantly increase after rain fall events. The Southern Section flows to the Rancho Water District system. Identification and mitigation of infiltration and inflow provides benefit by increasing capacity, and lowering measured flows to Rancho.

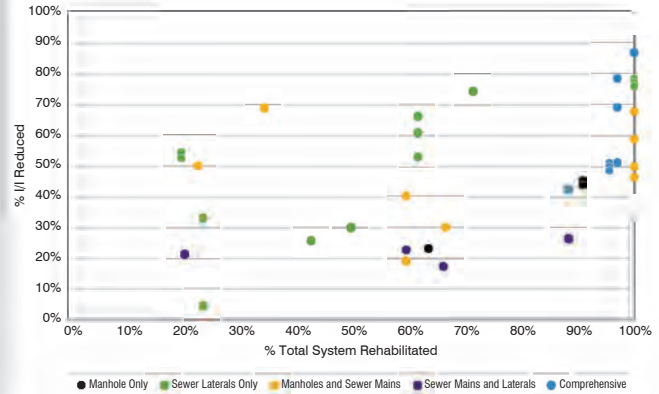
I/I mitigation can be a complex puzzle that requires patience, diligence, and the ability to be flexible in approach. Sewer pipe lining is one mitigation approach, but much of the I/I could be coming in from the laterals. The preferred approach to mitigation may be a combination of pipeline rehabilitation and lateral inspection and replacement. Lateral replacement is complex because it is not strictly an agency endeavor.

Several I/I reduction studies have been completed in the U.S. Carollo has developed a database of I/I reduction information from published studies and articles, professional contacts in the industry including a study database provided by ADS Environmental Services, and Water Environment Federation (WEF) sources, most of them from 2003 to 2019. Sources included are WEF papers (via document server, Ingentaconnect.com); No Dig, Lateral Rehab Web Tool; and the WEF Private Property Virtual Library (www.wef.org/privateproperty). The available data and articles include approximately 270 individual I/I reduction studies, dating as far back as 1980, across North America.

This data was evaluated based on three criteria:

- ▶ **Criterion 1:** Pre- and post-construction flow monitoring.
- ▶ **Criterion 2:** Detailed documentation of sewer components included in improvement work.
- ▶ **Criterion 3:** Acceptable I/I reduction assessment method.

I/I MITIGATION CASE STUDIES AND MITIGATION SUCCESS
REHABILITATION STUDIES SUMMARY



Our nation-wide database of I/I rehabilitation studies provides our team a proven background on I/I reduction feasibility based on percent of the basis rehabilitated and the technique or combination of techniques implemented.

Our team will apply our national knowledge and access to national studies and lessons learned to your master plans to ensure recommendations are in accordance with industry standards.

Carollo has worked with multiple agencies to identify I/I source mitigation recommendations and has worked with agencies on determining if a private lateral inspection program is necessary to make a significant dent in I/I flows.

ESIMORE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES



Recycled Water Master Plan

Capturing every drop of available recycled water increases EVMWD water supply reliability. The recycled water master plan will leverage existing studies and examine new opportunities to maximize the use of recycled water, considering both non-potable and potable reuse opportunities. The outcome is a prioritized list of projects to capture and use every drop in the most beneficial and cost-effective manner.

Carollo's approach to the Recycled Water Master Plan recognizes that this is more of a water resources study than an infrastructure development plan.

Geographically varied recycled water sources lead to a variety of solutions. EVMWD has three water reclamation facilities (WRFs):

- ▶ **Flows from Regional WRF** currently are used for environmental use in Temescal Wash and make-up water for recreation in Lake Elsinore.
- ▶ **Flows from Horsethief Canyon and Railroad Canyon WRFs** are used for irrigation in the local area.
- ▶ **The Wildomar recycled water system** has irrigation customers and is served by water from the Santa Rosa Regional Resources Authority through pipelines owned by Eastern Municipal Water District.

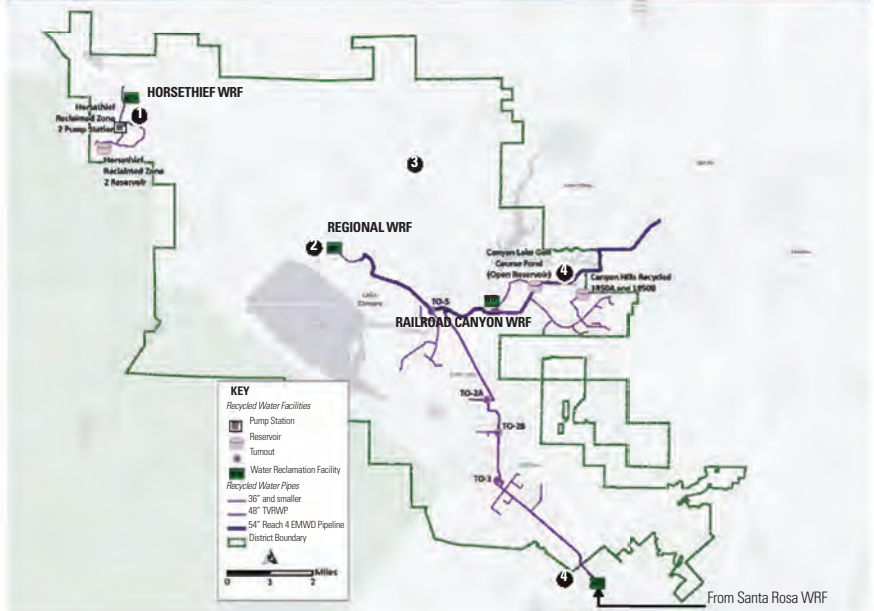
Carollo will identify the potential uses of recycled water, as the uses vary in different portions of the District. While the best use is an augmentation or replacement for potable water supplies, Carollo will identify who can use recycled water. Potential irrigation and irrigation customers, especially those in new developments, will be identified so that options can be developed. For example, Horsethief Canyon WRF is currently being expanded for new development's wastewater treatment; the effluent will be used to supply irrigation needs in that same development.

PROPOSED ADVANCEMENTS TO THE RECYCLED WATER MODELING APPROACH

PROPOSED APPROACH	EVMWD BENEFIT
Develop GIS database of potential recycled water users.	Provides information for cost-benefit analysis and decision making.
Seasonal planning of demands captures both winter and summer flows.	Water to be captured year-round to maximize water supplies.
Trigger-based timing of wastewater flows leads to indirect potable reuse (IPR).	IPR implementation at the right time.
Trading water with regional partners leads to cost effective solutions.	Water is located where it can be used.

Key Recycled Water System Challenges

- 1 Expand irrigation use in the Horsethief area in new communities.
- 2 Recycled water from Regional WRF is sent to Lake Elsinore for lake makeup; increases flows (above 8 mgd) will be used for an Indirect Potable Reuse project with injection into groundwater (Back Basin).
- 3 Potential for expansion of recycled water in Rosetta Canyon development (dual pipes already installed).
- 4 Recycled water from Santa Rosa WRF is exchanged with Eastern MWD for recycled water delivery at Canyon Lake Golf Course.



Carollo will optimize the use of recycled water and right size solutions by using life cycle cost-benefit analyses, as options vary throughout the District's service area.



Year-round users of recycled water are ideal.

Development of a groundwater augmentation project is vital for the District's water supply growth. We know that irrigation customers typically use much higher amounts of recycled water in the summer compared to winter, but the District needs to find ways to use recycled water year-round. Carollo will help the District identify the best value of the recycled water, to minimize cost, while maximizing the use of recycled water.

Some kind of potable reuse project is most likely the best value of recycled water, such as an groundwater augmentation project (IPR) in the Back Basin or the possibility of treated water augmentation (DPR).

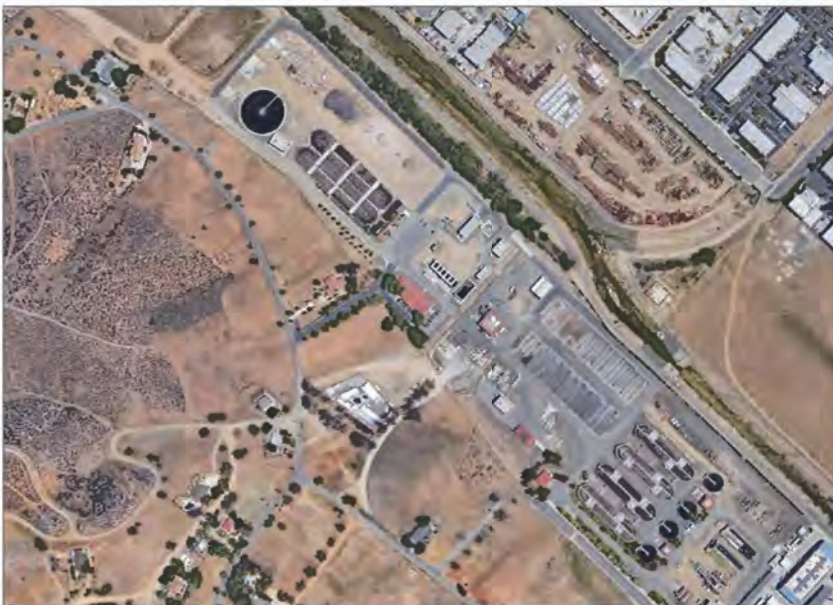
Existing Regional WRF flows are committed, but future flows can be dedicated to groundwater augmentation.

From the Regional WRF, 0.5 mgd must be released to Temescal Wash for environmental purposes, and the District has committed to maintain a water elevation of 1,240 feet in Lake Elsinore for recreational purposes, requiring substantial amounts of recycled water, specifically in dry years. Based on best estimations, however, effluent flows above 8 mgd can be used for other beneficial reuse. As the Regional WRF will be expanded to 12 mgd in the next three years, the expected growth in the District's service area will soon make water available for an IPR project. Refining the timing (with the EDU planning tool) for this IPR project will be a key component as part of this master plan, along with projecting future excess recycled water that can be used for NPR demands during high demand periods.

Cost effective solutions include regional partners.

Carollo will develop life cycle cost analysis and conduct comprehensive cost-benefit analysis to right size solutions for the various portion of the District. Different solutions like NPR and IPR, may be the best use of this precious and limited resource throughout the District's service area. In addition, we will reach out to neighboring agencies like EMWD and WMWD to explore regional partnerships. Our Principal-in-Charge, Eric Mills, brings excellent working relationships with these agencies from the past decades. He will work with the District to setup and facilitate discussions for (long-term) regional solutions to be considered in your 2022 RWMP Update.

Due to the large size of the District, getting the recycled water to the right place is a significant cost consideration. The construction of the Wildomar recycled water system was expensive and produced only a minimal amount of recycled water, but it was made possible only by the use of Eastern's Temecula Valley WRF Effluent Pipeline. Recent negotiations to trade flows with Eastern from Santa Rosa WRF for water to irrigate Canyon Lake Golf Course means that infrastructure did not need to be constructed to deliver water from where it was generated to where it is needed. Therefore, to maximize use of recycled water, Carollo understands that working with regional partners, as well as the ability to move water between reclamation facilities, means that all wastewater effluent can more easily be reused.



With the expansion of the Regional WRF in the next three years, **expected population growth may soon make water available for your IPR project.**

Exhibit "A"

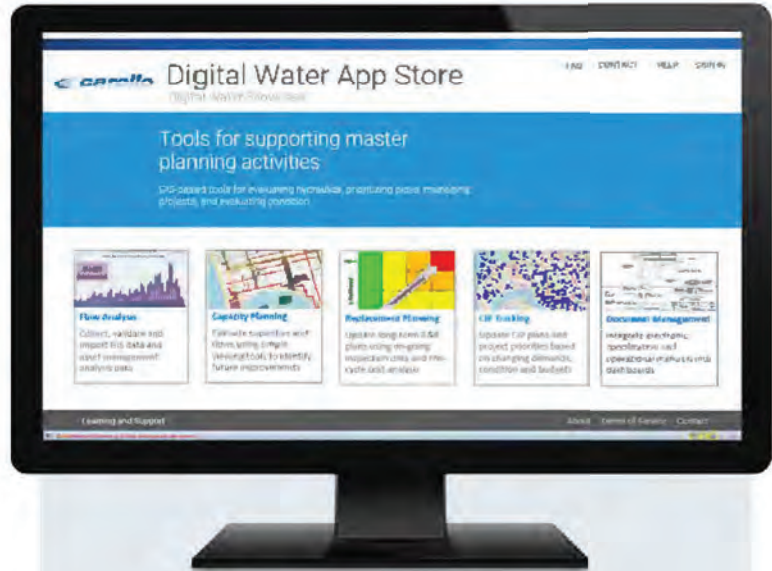
EDU Tool and Electronic Deliverable

Taking a fresh look at the District’s CIP and the use of innovative tools will put staff back in the driver’s seat. Our team understands the need to track individual developments to allow easy and frequent updates to adjust timing of projects in the water, wastewater, and recycled water master plan CIPs. We have developed very similar tools that assist with evaluating project priorities based on multiple engineering, financial and environmental impacts allowing users to actively update CIP program working within available annual budgets.

What does the District get from an electronic CIP?

Carollo’s digital master planning toolkit puts your entire water, sewer and recycled water systems including pipes, pump stations and facilities—at your fingertips. All of the requisite information for project implementation—cost, project need/driver(s), project priority—is linked so that it can be easily accessed through a custom dashboard. But more importantly, input data, including cost, timing/phasing, and priority for implementation, can be easily adjusted such that the entire CIP is automatically reset. This provides significant utility as a planning and financial tool, particularly over the course of a long CIP time horizon, during which any number of variables can change, resulting in a need to update project implementation schedules and cash flow projections.

Our electronic master plans include a GIS interface for displaying CIP projects, associated pipe capacities, hydraulic bottlenecks, predicted surcharging and overflows, and links to CIP project data including summary sheets, project costs, status and schedule.



Updating the EDU tool will allow our team to share information and data during the course of the master plan updates to promote collaboration across all groups and teams, and deploy streamlined tools for District staff to track and update the master plan. This will effectively keep the master plan ‘alive’.

City of Riverside
Update of the Integrated Master Plan for the Wastewater Collection System and Treatment Facilities
CAPITAL IMPROVEMENT PLAN

Project Identification: RI-18
Project Name: First AWT Project
Process Area: Effluent Disinfection and Discharge
Date Required Online: 12/31/2034

Problem Statement:
The average total dissolved solids (TDS) increase from 2011 to May 2017 was 4 mg/L-yr. The current assumption is that TDS will continue to increase at a similar rate. Under the 4 mg/L-yr TDS increase assumption, a study conducted in 2017 selected Reverse osmosis (RO) as the primary AWT technology to reduce TDS in the effluent. The study identified one project to be implemented during the planning period to maintain National Pollutant Discharge Elimination System (NPDES) compliance with the effluent TDS discharge limit of 500 mg/L. Follow on projects would be implemented as needed to maintain the effluent TDS below the limit by increasing the desalting capacity. The first project would be the construction of the RO treatment facility and the associated pipeline. More details provided in Volume 4, Chapter 8 - Advanced Water Treatment.

Project Description:
This project requires the installation of an on-site RO treatment facility and the construction of two parallel 4-mile-long brine discharge pipelines to Inland Empire Brine Lake.

Project Name	Project Cost (\$)	Project Duration (Years)	Project Start (Year)	Project Completion (Year)
First AWT Project	\$1,812,000	1	2023	2024
Accounting Improvements	2000	1	2023	2023
Future Improvements	0	1	2023	2023
Non-Development Service Improvements	0	1	2023	2023
Total	\$1,814,000	1	2023	2024

Example fact sheet for the City of Riverside Integrated Master Plan for the Wastewater Collection System and Treatment Facilities Update.

ESIMORE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

Exhibit "A"

EDU Demand/Flow Tracking Tool

Recent economical, environmental and pandemic-related events are making it harder to rely on future flow projections. By tracking developments, demands and flow changes, District staff will have the ability to tailor their master plan and 'trigger' resulting CIP projects when needed. Our team will update the existing EDU software code by integrating it with the District's GIS platform, enhancing the user interface by adding new functions to track developments and CIP projects, and provide data management tools, such as demand/flow tracking, enabling the user to export data, generate reports and integrate data with other applications.

Carollo understand that the District has an existing EDU tool that has not been utilized to it's fullest potential. We will develop an easy to use EDU tool which will provide an open database with access to raw data such that it will not function as a "black box" like the existing tool. We will also provide training and a user manual so that our version of the EDU tools gets put to use and will help track development to all ow easy access and frequent updates of project phasing as developers come and go.

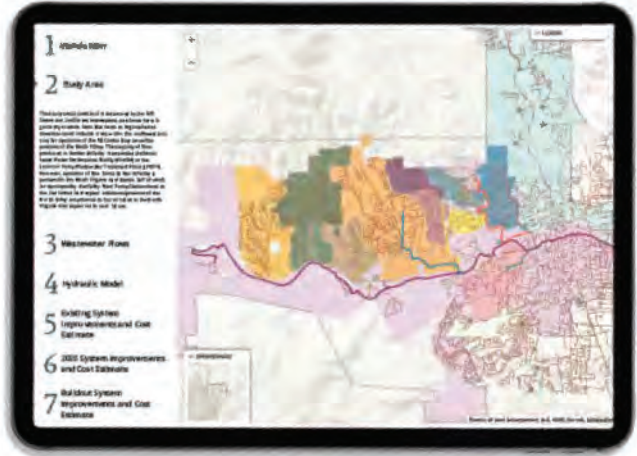


Three master plan deliverables up-to-date between the 2022 and 2027 cycle.

GIS based master plan deliverables provide an interactive view of recommendations in an easy to share tool for stakeholder communication.

Every project effort is formulated to provide the recommendations and findings in a format that fits with the specific communication needs of staff, as well as internal and external stakeholders. Carollo can develop interactive deliverables in multiple formats, from ESRI Story Maps (City of Reno example on the right) to dashboard based CIP analysis tools (City of Greeley example on the following page). Carollo will work directly with EVMWD staff to integrate these platforms and tools into the Districts existing systems, such as the current GIS based mapping systems on EVMWD's website.

Our team is currently implementing an EDU flow tracking tool for the City of Avondale, just like the tool you are looking for. This tool captures and tracks land-use changes and developments, and automatically updates the City's current and future demand projections based on these changes.



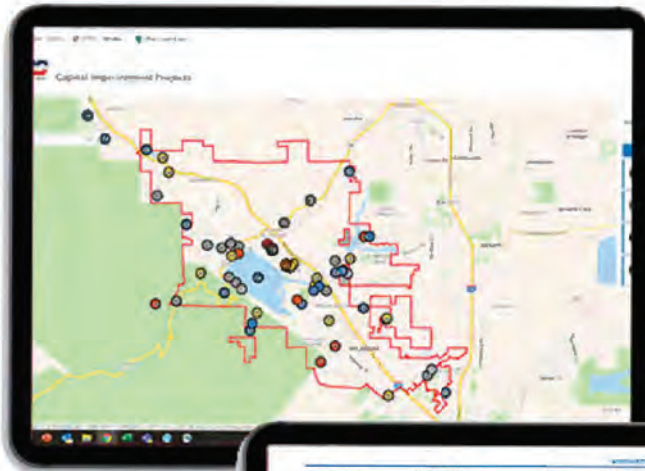
Carollo used the ESRI Story Map format to develop an interactive tool to share project elements, as well as findings and recommendations. Use this link to access the format and see for yourself. Northwest Reno Sanitary Sewer Capacity Analysis and Master Plan (aregis.com)

ESIMORE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

Exhibit "A"

CIP Dashboards provide an interactive tool for review and adjustments to capital project phasing.

PowerBI CIP Dashboards provide an interactive means to access and revise CIP cost information. This example, created for the City of Greeley, allows staff to make revisions to project phasing and see how annual expenditures change over time.



Carollo first developed the detailed project summary sheets for EVMWD's 2008 Sewer Master Plan. We will use our enhanced version linked to the ESRI Story Map version for the 2021 Master Plan for Water, Sewer, and Recycled Water systems.



EVMWD already uses ESRI ArcGIS Online to provide visual interactive tools for the District. Carollo's Story Map format will merge seamlessly with the District's current formats.

ESTHORE VALLEY MUNICIPAL WATER DISTRICT // UPDATE THE MASTER PLANS FOR WATER, SEWER, AND RECYCLED WATER SYSTEM FACILITIES

Optional Tasks

Below are a couple examples of the optional tasks we suggest the District consider. Other proposed optional tasks are discussed in Task 14 of the Scope of Services starting on page 21.

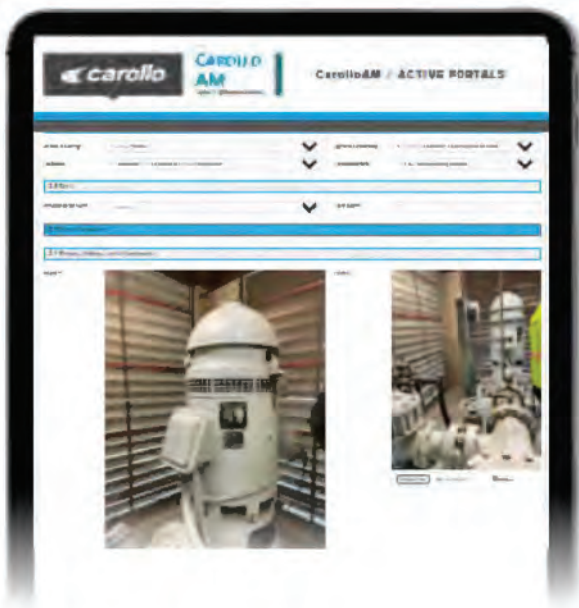
Model Viewing Tool

Our team provides simple-to-use tools to display model results. Hydraulic modeling for both water and sewer systems is essential for analyzing and identifying hydraulic deficiencies, allowing engineers to devise suitable improvement projects. Our Model Results Viewer tool is a web-based tool designed to display hydraulic results for both water and sewer model scenarios aligned with the hydraulic analysis conducted for the master planning study. The viewer is accessed via a standard web browser and uses the ESRI ArcGIS Online/Enterprise Portal platform to store and host the model results.

For many master planning projects, we host this tool (via our own ArcGIS Online account) to enable agency staff to examine hydraulic findings during the study promoting collaboration and engagement. This activity enables District staff to learn and adopt the tool prior to deployment to their preferred cloud or on-premise GIS platform.



Our team is deploying a model viewing toolkit for Padre Dam Municipal Water District enabling their staff to identify hydraulic deficiencies for current and future flow scenarios.



CarolloAM, Carollo's web-based condition assessment tool assists with prioritization of facility assets.

Field-Based Condition Assessments

The RFP calls for developing facility replacement programs for the water and wastewater systems so that budgets can be made for aging and poor condition infrastructure. The portions included in the base scope are desktop assessments developed so that budgetary allowances can be made in the CIP to address infrastructure that is aging. However, to properly develop replacement recommendations, a more thorough evaluation is recommended, including field inspections of tanks and pump stations in the water system and lift stations in the sewer system. We have included this as an optional task because we believe in the value these condition assessments offer so that the District can properly budget, plan for, and prioritize facility replacements.

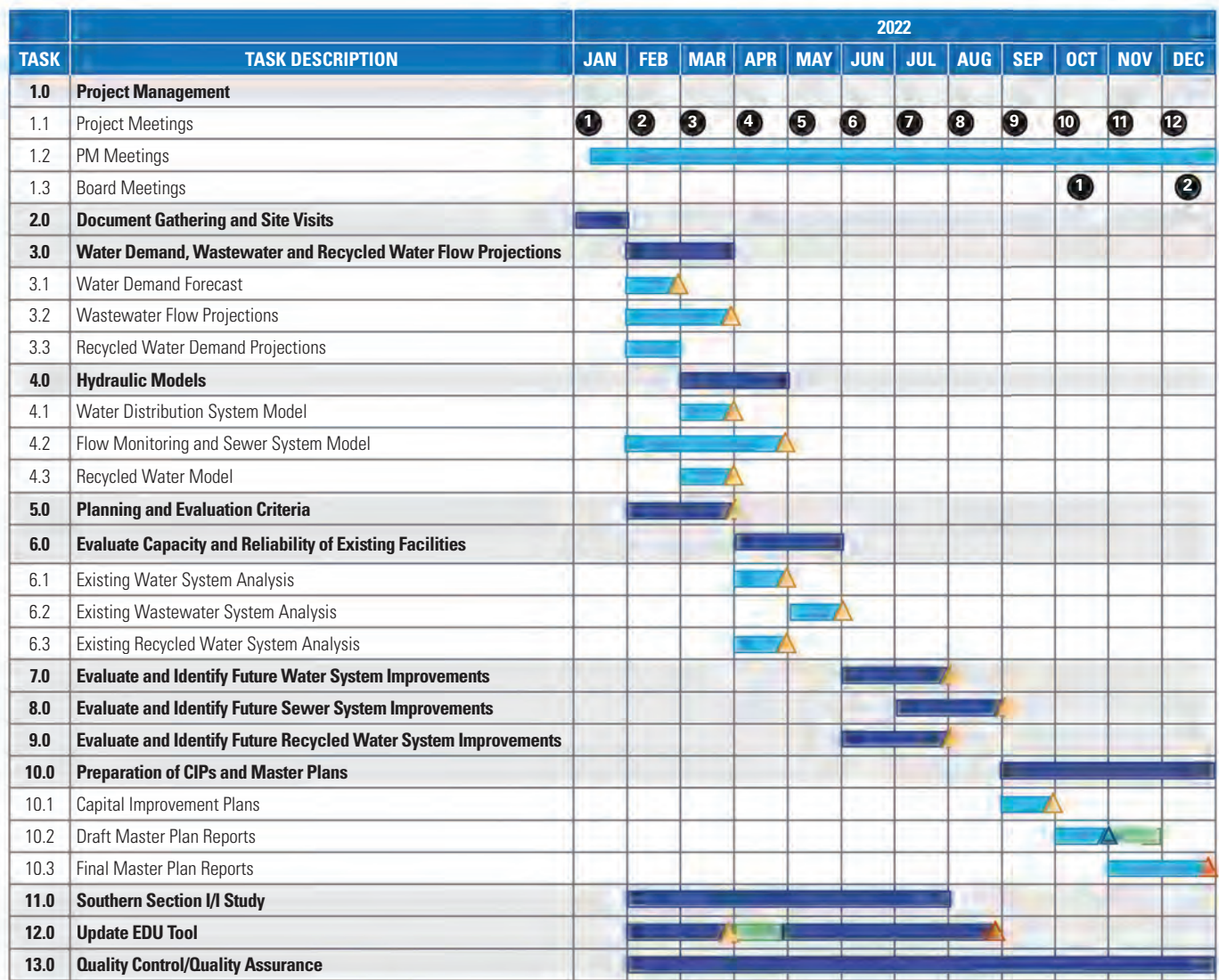
Additionally, we suggest review and inclusion of CCTV data for the sewer system to help on pipe rankings; with this information, you know which pipes will need to be replaced, not just a desktop analysis.

Exhibit "A"

Project Schedule and Project Management Delivery

We understand that, at minimum, the District needs to have the final CIPs completed before the end of December 2022 to start the budgeting process and planning project implementation for 2023 and beyond. This means that a lot of work needs to be done in limited time. However, **with our in-depth institutional knowledge and deep bench of master planning experts we can exceed that expectation** by working in parallel, yet closely coordinated, on the three master plans and I/I study. Our team is committed to complete the entire set of master plan updates by the end of next year (2022), as shown on the schedule summary graphic below and evidenced with our detailed schedule shown on the next page. Based on our experience with similar projects and the availability of our team members, we believe that this schedule is realistic and achievable.

One key critical path item is the sewer flow monitoring that needs to be completed no later than the end of March 2022. With the short rainy season in Southern California but the wettest months in February and March, this can be achieved leveraging V&A's quick mobilization commitment and Carollo's accelerated development of the flow monitoring program. If selected for this project, we propose to include the completion of the flow monitoring program as an optional task in the main scope of services and process a separate authorization for this subtask (<\$25k) that would not be subject to any potential contracting delays. This way, our team can start work on this critical path task right away and get V&A ready to go as soon as the full master planning contract is finalized. With this approach, our team can capture the rain without additional cost to the District.



■ EVMWD Review
 ▲ Draft Chapter
 ▲ Draft Master Plan
 ▲ Final Master Plan

Cost Proposal

Exhibit "A"

Fee Proposal for: Elsinore Valley Muncipal Water District's Update of the Master Plans for Water, Sewer, and Recycled Water System Facilities		Carollo Engineers and Subconsultants																		TOTAL LABOR HOURS	Total Labor Fee (incl. Subs)	Total ODCs	TOTAL PROJECT FEE	Fee by Master Plan				
		Principal-in-Charge, Eric Mills	Technical Advisors, Richard Humphreys, Eric Harold, Andy Salvesson, Tim Loper	Project Manager, Inge Wiersema	Ass. Project Manager, Tim Loper	Water Master Plan Lead, Matt Huang	Sewer Master Plan Lead, Ryan Orgill	1/1 Study Lead, Eric Harold	RW Master Plan Lead, Rachel Duncan	Hydraulic Modeling (W), Ryan Hejka	Hydraulic Modeling (WW), Danielle Orgill	Hydraulic Modeling (RW), Jose Castro	EDU Tracking Tool Lead, Andy Baldwin	EDU Tracking Tool Support, Noah Taylor	GIS Analysis and Mapping, Jackie Silber	CIP Factsheets, Julie Semmens	Condition Assessment and R&R Planning, Felicia James	Flow Monitoring, V&A	Administrative Staff Various					Potable Water Master Plan	Sewer Master Plan & 1/1 Study	Recycled Water Master Plan		
Task No.	Task Description																											
1	Project Management	16	0	80	56	26	24	12	12	0	0	0	0	0	0	0	0	8	234	\$ -	\$ 5,375	\$ 69,035	\$ 23,012	\$ 23,012	\$ 23,012			
1.1	Kickoff Meeting and Monthly Progress Meetings (12)	0	0	24	24	24	24	12	12	0	0	0	0	0	0	0	0	0	120	\$ -	\$ 3,744	\$ 34,704	\$ 11,568	\$ 11,568	\$ 11,568			
1.2	Semi-Monthly Project Updates (24)	0	0	24	12	0	0	0	0	0	0	0	0	0	0	0	0	0	36	\$ -	\$ 515	\$ 11,315	\$ 3,772	\$ 3,772	\$ 3,772			
1.3	Project Management Activities (12 months)	12	0	24	12	0	0	0	0	0	0	0	0	0	0	0	0	0	48	\$ -	\$ 686	\$ 15,086	\$ 5,029	\$ 5,029	\$ 5,029			
1.4	Board Presentations (2)	0	0	8	6	0	0	0	0	0	0	0	0	0	0	0	0	8	22	\$ -	\$ 315	\$ 5,515	\$ 1,838	\$ 1,838	\$ 1,838			
1.5	Meetings with outside agencies (6)	4	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	8	\$ -	\$ 114	\$ 2,414	\$ 805	\$ 805	\$ 805			
2	Document Gathering and Site Visits	0	0	2	8	8	4	4	4	4	4	0	0	2	0	0	0	0	40	\$ -	\$ 515	\$ 8,775	\$ 2,925	\$ 2,925	\$ 2,925			
2.1	Data Gathering and Review	0	0	0	2	8	8	4	4	4	4	0	0	2	0	0	0	0	40	\$ -	\$ 515	\$ 8,775	\$ 2,925	\$ 2,925	\$ 2,925			
2.2	Site Visits (included in Task 4.2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
3	Water Demand, Wastewater and Recycled Water Flow Projections	0	0	9	15	12	16	0	72	0	0	0	0	32	0	0	0	0	156	\$ -	\$ 2,231	\$ 34,471	\$ 11,844	\$ 14,612	\$ 8,015			
3.1	Water Demand Forecast	0	0	3	5	12	0	0	20	0	0	0	0	12	0	0	0	0	52	\$ -	\$ 744	\$ 11,844	\$ 11,844	\$ -	\$ -			
	Prepared Water Demand Projections	0	0	0	0	4	0	0	8	0	0	0	0	8	0	0	0	0	20	\$ -	\$ 286	\$ 4,046	\$ 4,046					
	Prepare Draft WMP Chapter 2 (Study Area and Land Use)	0	0	1	1	4	0	0	4	0	0	0	0	2	0	0	0	0	12	\$ -	\$ 172	\$ 2,852	\$ 2,852					
	Prepare Draft WMP Chapter 3 (Water Production and Demand)	0	0	2	4	4	0	0	8	0	0	0	0	2	0	0	0	0	20	\$ -	\$ 286	\$ 4,946	\$ 4,946					
3.2	Wastewater Flow Projections	0	0	3	5	0	16	0	32	0	0	0	0	12	0	0	0	0	68	\$ -	\$ 972	\$ 14,612	\$ -	\$ 14,612	\$ -			
	Prepared Wastewater Flow Projections	0	0	0	0	0	8	0	20	0	0	0	0	8	0	0	0	0	36	\$ -	\$ 515	\$ 7,215		\$ 7,215				
	Prepare Draft SMP Chapter 2 (Study Area and Land Use)	0	0	1	1	0	4	0	4	0	0	0	0	2	0	0	0	0	12	\$ -	\$ 172	\$ 2,652		\$ 2,652				
	Prepare Draft SMP Chapter 3 (Wastewater Flow Projections)	0	0	2	4	0	4	0	8	0	0	0	0	2	0	0	0	0	20	\$ -	\$ 286	\$ 4,746		\$ 4,746				
3.3	Recycled Water Demand Projections	0	0	3	5	0	0	0	20	0	0	0	0	8	0	0	0	0	36	\$ -	\$ 515	\$ 8,015	\$ -	\$ -	\$ 8,015			
	Prepared Recycled Water Demand Projections	0	0	0	0	0	0	0	8	0	0	0	0	4	0	0	0	0	12	\$ -	\$ 172	\$ 2,332			\$ 2,332			
	Prepare Draft RWMP Chapter 2 (Study Area and Land Use)	0	0	1	1	0	0	0	4	0	0	0	0	2	0	0	0	0	8	\$ -	\$ 114	\$ 1,794			\$ 1,794			
	Prepare Draft RWMP Chapter 3 (Recycled Water Production and Demand)	0	0	2	4	0	0	0	8	0	0	0	0	2	0	0	0	0	16	\$ -	\$ 229	\$ 3,889			\$ 3,889			
4	Hydraulic Models	0	0	4	9	16	66	0	16	48	220	56	0	18	0	0	0	3	456	\$ 106,743	\$ 9,821	\$ 192,819	\$ 15,497	\$ 163,430	\$ 13,892			
4.1	Water Distribution System Model	0	0	1	2	16	0	0	0	48	0	0	0	0	0	0	1	1	68	\$ -	\$ 2,072	\$ 15,497	\$ 15,497	\$ -	\$ -			
	Model Review and Workshop with Operations	0	0	0	0	4	0	0	0	8	0	0	0	0	0	0	0	0	12	\$ -	\$ 172	\$ 2,572	\$ 2,572					
	Water System Model Update	0	0	0	0	4	0	0	0	8	0	0	0	0	0	0	0	0	12	\$ -	\$ 172	\$ 2,572	\$ 2,572					
	Prepare Draft WMP Chapter 5 (Water Distribution System Model)	0	0	1	2	4	0	0	0	8	0	0	0	0	0	0	1	1	16	\$ -	\$ 229	\$ 3,654	\$ 3,654					
	Water Model Training (2 days)	0	0	0	0	4	0	0	0	24	0	0	0	0	0	0	0	0	28	\$ -	\$ 1,500	\$ 6,700	\$ 6,700					
4.2	Flow Monitoring & Sewer System Model	0	0	1	6	0	66	0	0	0	220	0	0	18	0	0	0	1	312	\$ 106,743	\$ 5,562	\$ 163,430	\$ -	\$ 163,430	\$ -			
	Sewer Flow Monitoring Program	0	0	0	4	0	16	0	0	0	16	0	0	2	0	0	0	0	38	\$ 106,743	\$ 543	\$ 114,386		\$ 114,386				
	Sewer System Model Update	0	0	0	0	0	16	0	0	0	80	0	0	16	0	0	0	0	112	\$ -	\$ 1,602	\$ 19,202		\$ 19,202				
	Sewer System Model Calibration	0	0	0	0	0	24	0	0	0	80	0	0	0	0	0	0	0	104	\$ -	\$ 1,487	\$ 18,287		\$ 18,287				
	Prepare Draft SMP Chapter 5 (Sewer Collection System Model)	0	0	1	2	0	4	0	0	0	8	0	0	0	0	0	1	1	16	\$ -	\$ 229	\$ 3,254		\$ 3,254				
	Sewer Model Training (2 days)	0	0	0	0	0	4	0	0	0	20	0	0	0	0	0	0	0	24	\$ -	\$ 1,443	\$ 5,243		\$ 5,243				
	Sewer Model User's Manual Development	0	0	0	0	0	2	0	0	0	16	0	0	0	0	0	0	0	18	\$ -	\$ 257	\$ 3,057		\$ 3,057				
4.3	Recycled Water Model	0	0	2	1	0	0	0	16	0	0	56	0	0	0	0	0	1	76	\$ -	\$ 2,187	\$ 13,892	\$ -	\$ -	\$ 13,892			
	Recycled Water Model Development	0	0	0	0	0	0	0	8	0	0	24	0	0	0	0	0	0	32	\$ -	\$ 458	\$ 5,258		\$ 5,258				
	Prepare Draft RWMP Chapter 5 (Recycled Water System Model)	0	0	2	1	0	0	0	4	0	0	8	0	0	0	0	1	1	16	\$ -	\$ 229	\$ 3,114		\$ 3,114				
	Water Model Training (2 days)	0	0	0	0	0	0	0	4	0	0	24	0	0	0	0	0	0	28	\$ -	\$ 1,500	\$ 5,520		\$ 5,520				
5	Planning and Evaluation Criteria	0	0	2	4	8	8	0	0	0	0	0	0	0	0	0	0	2	24	\$ -	\$ 343	\$ 5,993	\$ 1,998	\$ 1,998	\$ 1,998			
5.1	Prepare Draft WMP Chapter 6 (Planning and Evaluation Criteria)	0	0	1	2	8	0	0	0	0	0	0	0	0	0	0	0	1	12	\$ -	\$ 172	\$ 3,197	\$ 1,066	\$ 1,066	\$ 1,066			
5.2	Prepare Draft SMP Chapter 6 (Planning and Evaluation Criteria)	0	0	1	2	0	8	0	0	0	0	0	0	0	0	0	0	1	12	\$ -	\$ 172	\$ 2,797	\$ 932	\$ 932	\$ 932			
5.3	Prepare Draft RWMP Chapter 6 (Planning and Evaluation Criteria)	0	0	1	2	0	0	4	0	0	0	0	0	0	0	0	0	1	8	\$ -	\$ 57	\$ 741	\$ 741	\$ 741	\$ 741			
6	Evaluate Capacity and Reliability of Existing Facilities	0	0	9	18	40	40	0	26	108	108	48	0	0	16	0	0	10	423	\$ -	\$ 6,049	\$ 82,449	\$ 35,388	\$ 30,688	\$ 16,373			
6.1	Existing Water System Analysis	0	0	3	6	40	0	0	0	108	0	0	0	6	0	0	0	4	167	\$ -	\$ 2,388	\$ 35,388	\$ 35,388	\$ -	\$ -			
	Prepare Draft WMP Chapter 4 (Existing System Description)	0	0	1	2	6	0	0	0	20	0	0	0	2	0	0	0	2	33	\$ -	\$ 472	\$ 6,922	\$ 6,922					
	Existing Water System Evaluation	0	0	0	0	8	0	0	0	40	0	0	0	0	0	0	0	0	48	\$ -	\$ 686	\$ 9,686	\$ 9,686					
	Identify Improvements for existing System deficiencies	0	0	0	0	8	0	0	0	16	0	0	0	0	0	0	0	0	24	\$ -	\$ 343	\$ 5,143	\$ 5,143					
	Existing Water System Replacement Program	0	0	0	0	8	0	0	0	16	0	0	0	0	0	0	0	0	24	\$ -	\$ 343	\$ 5,143	\$ 5,143					
	Potential Regulatory Changes	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	6	\$ -	\$ 86	\$ 1,586	\$ 1,586					
	Prepare Draft WMP Chapter 7 (Existing System Analysis)	0	0	2	4	4	0	0	0	16	0	0	0	4	0	0	0	2	32	\$ -	\$ 458	\$ 6,908	\$ 6,908					
6.2	Existing Wastewater System Analysis	0	0	3	6	0	40	0	0	0	108	0	0	6	0	0	0	4	167	\$ -	\$ 2,388	\$ 30,688	\$ -	\$ 30,688	\$ -			
	Prepare Draft SMP Chapter 4 (Existing System Description)	0	0	1	2	0	6	0	0	0	20	0	0	2	0	0	0	2	33	\$ -	\$ 472	\$ 6,122		\$ 6,122				
	Existing Sewer System Evaluation	0	0	0	0	0	8	0	0	40	0	0	0	0	0	0	0	0	48	\$ -	\$ 686	\$ 8,286	\$ 8,286					
	Identify Improvements for existing System deficiencies	0	0	0	0	0	8	0	0	16	0	0	0</															

Exhibit "A"

Fee Proposal for: Elsinore Valley Muncipal Water District's Update of the Master Plans for Water, Sewer, and Recycled Water System Facilities		Carollo Engineers and Subconsultants																		TOTAL LABOR HOURS	Total Labor Fee (incl. Subs)	Total ODCs	TOTAL PROJECT FEE	Fee by Master Plan				
		Principal-in-Charge, Eric Mills	Technical Advisors, Richard Humphreys, Eric Harold, Andy Salvesson, Tim Loper	Project Manager, Inge Wiersema	Ass. Project Manager, Tim Loper	Water Master Plan Lead, Matt Huang	Sewer Master Plan Lead, Ryan Orgill	I/I Study Lead, Eric Harold	RW Master Plan Lead, Rachel Duncan	Hydraulic Modeling (W), Ryan Hejka	Hydraulic Modeling (WW), Danielle Orgill	Hydraulic Modeling (RW), Jose Castro	EDU Tracking Tool Lead, Andy Baldwin	EDU Tracking Tool Support, Noah Taylor	GIS Analysis and Mapping, Jackie Silber	CIP Factsheets, Julie Semmens	Condition Assessment and R&R Planning, Felicia James	Flow Monitoring, V&A	Administrative Staff Various					Potable Water Master Plan	Sewer Master Plan & I/I Study	Recycled Water Master Plan		
	Identify Improvements for future System deficiencies	0	0	0	0	12	0	0	24	0	0	0	0	0	0	0	0	0	0	0	36	\$ -	\$ 515	\$ 7,715	\$ 7,715			
	Prepare Draft WMP Chapter 8 (Future System Analysis)	0	0	2	4	8	0	0	16	0	0	0	0	16	0	0	0	2	48	48	\$ -	\$ 686	\$ 9,936	\$ 9,936				
8	Evaluate and Identify Future Sewer System Improvements	0	0	2	4	0	80	0	0	100	0	0	16	0	0	0	2	204	204	\$ -	\$ 2,917	\$ 38,367	\$ -	\$ 38,367	\$ -	\$ -		
	Future System Capacity Evaluation by sewershed	0	0	0	0	16	0	0	20	0	0	0	0	0	0	0	0	36	36	\$ -	\$ 515	\$ 6,715	\$ -	\$ 6,715				
	Summary of Improvement Projects	0	0	0	0	16	0	0	16	0	0	0	0	0	0	0	0	32	32	\$ -	\$ 458	\$ 6,058	\$ -	\$ 6,058				
	Lakeshore Trunk Sewer Evaluation	0	0	0	0	12	0	0	16	0	0	0	0	0	0	0	0	28	28	\$ -	\$ 400	\$ 5,200	\$ -	\$ 5,200				
	Septic Tank Analysis	0	0	0	0	16	0	0	16	0	0	0	0	0	0	0	0	32	32	\$ -	\$ 458	\$ 6,058	\$ -	\$ 6,058				
	Alberhill Development area analysis	0	0	0	0	12	0	0	16	0	0	0	0	0	0	0	0	28	28	\$ -	\$ 400	\$ 5,200	\$ -	\$ 5,200				
	Prepare Draft SMP Chapter 8 (Future System Analysis)	0	0	2	4	0	8	0	16	0	0	0	16	0	0	0	2	48	48	\$ -	\$ 686	\$ 9,136	\$ -	\$ 9,136				
9	Evaluate and Identify Future Recycled Water System Improvements	0	0	2	4	0	0	20	0	52	0	0	8	0	0	2	88	88	\$ -	\$ 1,258	\$ 15,428	\$ -	\$ -	\$ 15,428	\$ -	\$ -		
	Horsethief Canyon area expansion analysis	0	0	0	0	0	0	4	0	12	0	0	0	0	0	0	16	16	\$ -	\$ 229	\$ 2,629	\$ -	\$ 2,629					
	Railroad Canyon area expansion analysis	0	0	0	0	0	0	4	0	12	0	0	0	0	0	0	16	16	\$ -	\$ 229	\$ 2,629	\$ -	\$ 2,629					
	Wildomar area expansion analysis	0	0	0	0	0	4	0	12	0	0	0	0	0	0	0	16	16	\$ -	\$ 229	\$ 2,629	\$ -	\$ 2,629					
	IPR conveyance analysis in RWRP area	0	0	0	0	0	4	0	8	0	0	0	0	0	0	0	12	12	\$ -	\$ 172	\$ 2,032	\$ -	\$ 2,032					
	Prepare Draft RWMP Chapter 8 (Future System Analysis)	0	0	2	4	0	4	0	8	0	0	0	8	0	0	2	28	28	\$ -	\$ 400	\$ 5,510	\$ -	\$ 5,510					
10	Preparation of CIPs and Master Plans	0	0	12	28	56	56	0	34	104	120	44	0	0	38	100	0	48	640	\$ -	\$ 13,552	\$ 124,722	\$ 52,422	\$ 44,633	\$ 27,666			
10.1	Capital Improvement Plans	0	0	0	16	24	24	0	10	8	8	4	0	0	12	100	0	0	206	\$ -	\$ 2,946	\$ 38,936	\$ 17,756	\$ 13,967	\$ 7,213			
	CIP Fact Sheet Template	0	0	0	4	0	0	0	0	0	0	0	0	0	8	0	0	12	12	\$ -	\$ 172	\$ 2,452	\$ 817	\$ 817	\$ 817			
	Water Distribution System CIP	0	0	0	4	24	0	0	0	8	0	0	0	4	48	0	0	88	88	\$ -	\$ 1,258	\$ 16,938	\$ -	\$ 16,938				
	Sewer Collection System CIP	0	0	0	4	0	24	0	0	8	0	0	4	32	0	0	0	72	72	\$ -	\$ 1,030	\$ 13,150	\$ -	\$ 13,150				
	Recycled Water Distribution System CIP	0	0	0	4	0	10	0	4	0	4	0	4	12	0	0	0	34	34	\$ -	\$ 486	\$ 6,396	\$ -	\$ 6,396				
10.2	Draft Master Plan Reports	0	0	6	6	16	16	0	16	56	56	40	0	16	0	0	24	252	\$ -	\$ 3,604	\$ 46,524	\$ 18,187	\$ 15,987	\$ 12,350				
	Water Master Plan (5 hard copies)	0	0	2	2	16	0	0	0	56	0	0	0	6	0	0	8	90	90	\$ -	\$ 1,287	\$ 18,187	\$ -	\$ 18,187				
	Wastewater Master Plan (5 hard copies)	0	0	2	2	0	16	0	0	56	0	0	0	6	0	0	8	90	90	\$ -	\$ 1,287	\$ 15,987	\$ -	\$ 15,987				
	Recycled Water Master Plan (5 hard copies)	0	0	2	2	0	0	16	0	40	0	0	4	0	0	0	8	72	72	\$ -	\$ 1,030	\$ 12,350	\$ -	\$ 12,350				
10.3	Final Master Plan Reports	0	0	6	6	16	16	0	8	40	56	0	0	10	0	0	24	182	\$ -	\$ 7,003	\$ 39,263	\$ 16,480	\$ 14,680	\$ 8,103				
	Water Master Plan (10 hard copies)	0	0	2	2	16	0	0	0	40	0	0	4	0	0	8	72	72	\$ -	\$ 2,680	\$ 16,480	\$ -	\$ 16,480					
	Wastewater Master Plan (10 hard copies)	0	0	2	2	0	16	0	0	40	0	0	4	0	0	8	72	72	\$ -	\$ 2,680	\$ 14,680	\$ -	\$ 14,680					
	Recycled Water Master Plan (10 hard copies)	0	0	2	2	0	8	0	16	0	0	0	2	0	0	8	38	38	\$ -	\$ 1,643	\$ 8,103	\$ -	\$ 8,103					
11	Southern Section I/I Study	0	0	2	2	0	60	66	0	0	0	0	2	0	0	2	134	\$ 58,800	\$ 972	\$ 92,332	\$ -	\$ 92,332	\$ -	\$ -				
11.1	Inventory of Existing Conditions	0	0	0	0	4	20	0	0	0	0	0	0	0	0	0	24	24	\$ -	\$ 57	\$ 6,557	\$ -	\$ 6,557					
11.2	Manhole Inspections and CCTV	0	0	0	0	16	4	0	0	0	0	0	0	0	0	0	20	20	\$ -	\$ 229	\$ 4,569	\$ -	\$ 4,569					
11.3	Flow Monitoring	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	16	16	\$ 52,500	\$ 114	\$ 56,494	\$ -	\$ 56,494					
11.4	Rainfall Monitoring	0	0	0	0	4	2	0	0	0	0	0	0	0	0	0	6	6	\$ 6,300	\$ 57	\$ 7,727	\$ -	\$ 7,727					
11.5	Data Evaluation and Recommendations	0	0	0	0	12	24	0	0	0	0	0	0	0	0	0	36	36	\$ -	\$ 172	\$ 9,412	\$ -	\$ 9,412					
11.6	Prepare Separate I/I Study Report	0	0	2	2	16	8	0	0	0	0	0	2	0	0	2	32	32	\$ -	\$ 343	\$ 7,573	\$ -	\$ 7,573					
12	Update EDU Tool	0	0	0	4	0	0	0	0	0	0	60	180	0	0	0	1	245	\$ -	\$ 4,054	\$ 50,379	\$ 16,793	\$ 16,793	\$ 16,793				
	Develop new EDU Tool architecture	0	0	0	2	0	0	0	0	0	0	16	0	0	0	0	18	18	\$ -	\$ 257	\$ 1,886	\$ 1,886	\$ 1,886					
	Populate EDU Tool database	0	0	0	0	0	0	0	0	0	0	8	24	0	0	0	32	32	\$ -	\$ 458	\$ 6,458	\$ 2,153	\$ 2,153	\$ 2,153				
	Develop Draft working EDU Tool	0	0	0	0	0	0	0	0	0	16	120	0	0	0	0	136	136	\$ -	\$ 1,945	\$ 24,745	\$ 8,248	\$ 8,248	\$ 8,248				
	Develop Final EDU Tool	0	0	0	2	0	0	0	0	0	8	24	0	0	0	0	34	34	\$ -	\$ 486	\$ 7,086	\$ 2,362	\$ 2,362	\$ 2,362				
	Provide 1 day training and user manual	0	0	0	0	0	0	0	0	0	12	12	0	0	0	1	25	25	\$ -	\$ 908	\$ 6,433	\$ 2,144	\$ 2,144	\$ 2,144				
13	Quality Control/Quality Assurance	9	120	0	0	0	0	0	0	0	0	0	0	0	0	0	129	\$ -	\$ 1,845	\$ 40,545	\$ 13,515	\$ 13,515	\$ 13,515					
	Review Internal draft deliverables	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	30	30	\$ -	\$ 429	\$ 9,429	\$ 3,143	\$ 3,143	\$ 3,143				
	Review draft deliverables to EVMWD	6	50	0	0	0	0	0	0	0	0	0	0	0	0	0	56	56	\$ -	\$ 801	\$ 17,601	\$ 5,867	\$ 5,867	\$ 5,867				
	Review final deliverables to EVMWD	3	40	0	0	0	0	0	0	0	0	0	0	0	0	0	43	43	\$ -	\$ 615	\$ 13,515	\$ 4,505	\$ 4,505	\$ 4,505				
	TOTAL (Baseline Scope Tasks 1-13)	25	120	124	150	218	358	82	184	400	552	204	60	180	148	100	0	80	2,985	\$ 165,543	\$ 51,963	\$ 799,596	\$ 217,675	\$ 442,305	\$ 139,616			
14	Optional Tasks	6	40	40	40	40	40	20	20	80	80	80	16	16	108	0	100	9	735	\$ 154,208	\$ 14,622	\$ 168,830	\$ 56,277	\$ 56,276				
14.1	Additional Flow Monitoring or Hydraulic Scenarios Evaluations	6	40	40	40	40	40	20	20	80	80	80	16	16	108	0	100	9	635	\$ 136,808	\$ 13,192	\$ 150,000	\$ 50,000	\$				



Our Mission...

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

DATE: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A PUBLIC WORKS CONTRACT WITH TRINITY CONSTRUCTION FOR THE PALOMAR WELL NO. 2 WATER IMPROVEMENT PLANS PROJECT

STRATEGIC GOAL

Optimize and Diversify Water Sourcing

RECOMMENDATION

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

1. Approve a Public Works Contract with Trinity Construction in the amount of \$3,305,286.80;
2. Authorize \$16,526.00 for overhead and \$81,005.00 for staff time;
3. Authorize the total expenditure in the amount of \$3,402,817.80 to the Capital Improvement Program, with funding provided from the Elsinore Water & Temescal Water Replacement Program, Supply Capacity Program, Redevelopment Program, and a grant from the Bureau of Reclamation;
4. Authorize a supplemental appropriation of funds in the amount of \$923,524 to the Capital Improvement Program, with funding of \$461,762 provided by the Redevelopment Program and \$461,762 provided by the Elsinore Water Replacement Program; and,
5. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Palomar Well was originally constructed in 1967 for a private owner and acquired by EVMWD in 1993. EVMWD utilized the well for potable water production until February 2006 when the well collapsed and was no longer operational. In July 2006, the well was filled and abandoned per State requirements.

In 2007, a hydrogeologic assessment was prepared by Mark Roberts, a professional hydrogeologist, who found that the water quality was good and a new well could be constructed on the existing site.

This well is part of the near term water supply projects recommended for implementation in the 2017 Integrated Resources Plan. The implementation of these local water supply projects will help EVMWD develop a more reliable long term water supply portfolio and will further expand our ability to become less dependent on imported water supply.

This phase of the Palomar Well Project is the third and final phase. The project included a pipeline (phase 1), well drilling and development (phase 2), and the wellhead facilities and equipment (phase 3). The overall budget for all three phases exceeded \$6.6 million.

On July 23, 2015, the Board approved a Professional Services Agreement for hydrogeologic and inspection services with Richard Slade & Associates, LLC. The Consultant prepared the plans and specifications for the new well development and determined that the well would require flushing lines not only for the well development work but also for normal operation of the well.

On August 25, 2016, the Board approved a Professional Services Agreement for the engineering and design services with Kennedy Jenks Consultants. The design was completed shortly thereafter and a Public Works Contract was awarded to Borden Excavating, Inc. and the construction of the flushing pipelines was completed on June 11, 2018.

In September 2018, the Board approved a Public Works Contract with Zim Industries, Inc. for the Palomar Well No. 2 Drilling. The drilling and casing installation of the well was completed on June 28, 2019.

On September 23, 2021, the Board approved a Professional Services Agreement with Valley Construction Management for Construction Management & Inspection Services, which consists of providing oversight and inspection of the installation of the well head facilities and equipment.

On September 17, 2021, the project was advertised to request bid proposals for phase 3, which includes construction of well head facilities and equipment. The following bids were received by the deadline on November 2, 2021:

Trinity Construction	\$3,305,286.80
SCW Contracting, Inc.	\$3,611,500.00

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

Staff presented this item at the December 8, 2021 Study Session Meeting. After careful review, Committee and staff recommend award of a Public Works Contract with Trinity Construction in the amount of \$3,305,286.80. This item, including overhead of \$16,526.00, as well as staff time (500 hours) & fringe benefits of \$81,005.00, totals \$3,402,817.80.

ENVIRONMENTAL WORK STATUS

This item does not constitute a project under CEQA.

FISCAL IMPACT

The total approved funding for this project is \$5,650,741 which includes \$294,271.34 of grant funding from the US Bureau of Reclamation and District funding of \$5,356,470.00.

A supplemental appropriation of funds is being requested in the amount of \$923,524 with funding provided by the Redevelopment Program of \$461,762 and the Elsinore Water Replacement Program of \$461,762.

The project cost has increased due to unanticipated nitrate blending requirements which were incorporated based on the water quality testing results at the end of completion of drilling. Also, current market conditions have increased the cost of materials and labor for the installation of the well head facilities. The expected unit cost of producing water from the well will be \$1,088/AF, lower than the cost of imported water currently at \$1,104/AF. This local groundwater will be a more reliable specifically during drought conditions. Also, it is expected that the cost of the local groundwater will remain consistent while imported water is forecasted to have significant cost increases over the long term.

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

Attachments:

Contract – Trinity Construction
Location map

00 52 13 – CONTRACT

This CONTRACT, No. **1076** is made and entered into this 5th day of November, 2021, by and between Elsinore Valley Municipal Water District, sometimes hereinafter called "District," and **Lake Arrowhead Construction, Inc. dba Trinity Construction**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

Palomar Wellhead Facilities

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 275 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Three Million Three Hundred Five Thousand Two Hundred Eighty-Six Dollars and Eighty Cents (\$3,305,286.80). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form

Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Elsinore Valley Municipal Water District, "Standard Specifications and Drawings," as last revised
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Standard Plans for Public Works Construction, latest edition
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the District's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

**Lake Arrowhead Construction, Inc. dba
Trinity Construction**

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

Name of Contractor

By David Walters

By _____
Greg Thomas
General Manager

Name and Title:
David Walters CFO

Date:

License No.
796675

Date:
11/5/21

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

Approved as to form this _____ day of _____ 20__.

Attorney for Elsinore Valley Municipal Water
District

END OF CONTRACT

Notary Acknowledgment

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

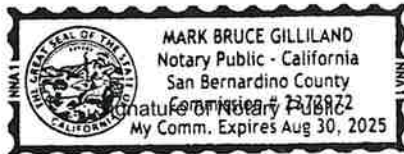
STATE OF CALIFORNIA
 COUNTY OF San Bernardino

On November 5, 2021, before me, MARK BRUCE GILLILAND, Notary Public, personally appeared DAVID WALTERS, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.



Mark Bruce Gilliland

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- Attorney-In-Fact General

- Trustee(s)
- Guardian/Conservator
- Other:

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

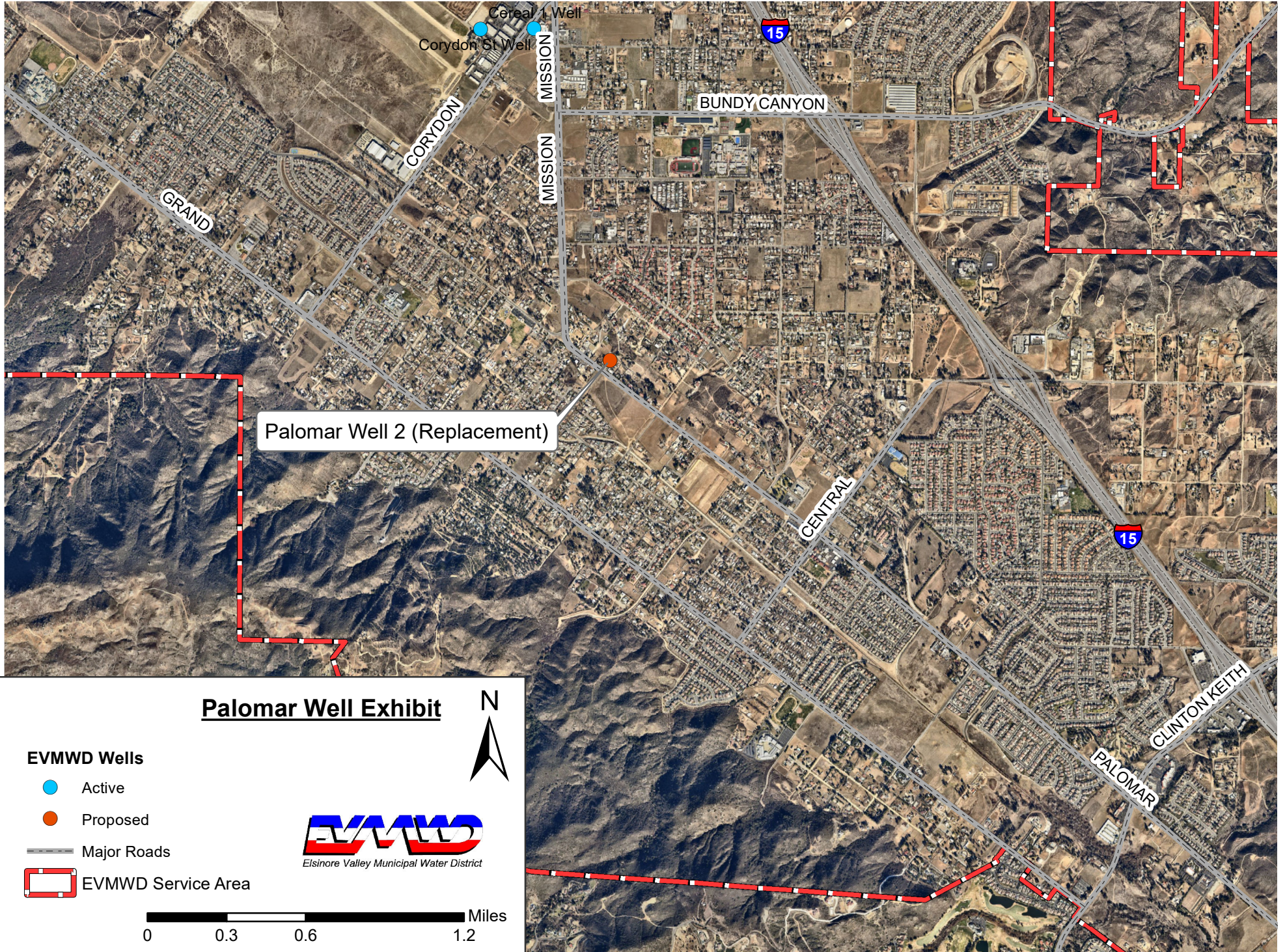
DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above



Palomar Well Exhibit

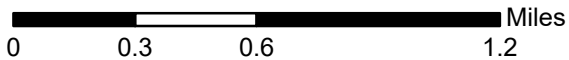


EVMWD Wells

- Active
- Proposed

— Major Roads

 EVMWD Service Area





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: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH PLANETBIDS, INC. FOR E-PROCUREMENT SERVICES

STRATEGIC GOAL

Expand Collaboration, Innovation and Relationships
Maintain Financial Strength and Resiliency
Maintain and Upgrade Technology

RECOMMENDATION

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

1. Approve a five-year Professional Services Agreement with PlanetBids, Inc. for E-procurement services in the amount of \$227,820.97; and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

PlanetBids, Inc. is a web-based software system that the District has been utilizing for its procurement processes since 2017. It provides a suite of procurement modules that are easy-to-use, configurable, reliable, and secure. PlanetBids is committed to working with the District and is continually making enhancements to make the program easier to use for both the District and vendors.

By utilizing PlanetBids, the District is able to expand its reach to vendors all over the world, as well as to perform specific outreach to many local suppliers. Additionally, PlanetBids offers an enhanced process to prequalify contractors and suppliers, therefore increasing efficiency for the evaluation and award selection of vendors. Currently there are over 650 registered vendors within District boundaries, 14,000 registered in Riverside County, and nearly 100,000 registered vendors within the counties of Riverside, San Bernardino, San Diego, and Orange.

PlanetBids offers multiple solutions to help automate and better manage the complete bidding process for goods, services and construction related projects. The following are the modules that the District has selected for its PlanetBids system, and key features of each component:

Vendor Management

- Allow vendors to register and maintain their profiles at no cost
- Automate vendor notifications
- Verify certifications and licenses
- Send custom messages to all or target groups of vendors

Bid Management

- Timely and comprehensive bid document distribution
- Secure eBidding
- User access management and security
- Sealed bids/lock box
- Bid specification library
- Advanced eBidding for Public Works

Evaluation Management

- Conduct RFP and bid evaluations
- Create evaluation criteria
- Documentation of notes
- Automatic and custom email notifications
- Comprehensive reports and charts

Emergency Operations

- Identify emergency suppliers from the master database shared by other agencies
- Access to emergency categorizations (goods, services, heavy equipment, etc.)
- Comprehensive emergency vendor detail form
- Free mobile app with emergency offline mode in case of internet outage

Business Certification / Prequalification Management

- Manage one or more certification types
- Automate renewal notifications
- Perform random audits
- Allows vendors to apply for and self-maintain their online certifications and prequalifications
- Comply with CADIR regulations

In addition, PlanetBids offers a project library that allows all registered agencies to share their bid information with each other. This allows staff to communicate and work with other agencies to develop a more robust and detailed scope of work to provide improved bids and services to the District.

Prior to the current software, procurement services cost the District approximately \$137,500 annually; but once the transition to PlanetBids was made, costs were reduced by 63%. During the current renewal period, Purchasing staff negotiated discounted pricing and was able to further reduce the contract amount, which will save the District an additional \$25,000. The annual cost for the web-based procurement services are as follows:

Year 1	\$45,020.35
Year 2	\$45,020.35
Year 3	\$45,020.35
Year 4	\$45,920.75
Year 5	\$46,839.17

Staff presented this item at the December 8, 2021 Study Session and the Board and staff recommend approval of a five-year Professional Services Agreement with PlanetBids, Inc. for e-Procurement services in the amount of \$227,820.97.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within budget – Yes. This request will be incorporated into future budgets.

Originated by: AJ Rivera – Purchasing

Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

PlanetBids Discounted Pricing Chart

PlanetBids Discounted Pricing

PB System™ Modules	# Users	Renewal Options +/- %	Total Yr 1 (+0% increase from the previous year)	Total Yr 2 (+0% increase from Yr 1)	Total Yr 3 (+0% increase from Yr 2)	Total Yr 4 (+2% increase from Yr 3)	Total Yr 5 (+2% increase from Yr 4)
Module 1 – Vendor & Bid Management	10	+0-2%	\$20,259.16	\$20,259.16	\$20,259.16	\$20,664.34	\$21,077.62
Module 2 – RFP Evaluation	10	+0-2%	\$3,939.28	\$3,939.28	\$3,939.28	\$4,018.06	\$4,098.43
Module 3 – Advanced eBidding for Public Works	10	+0-2%	\$5,064.79	\$5,064.79	\$5,064.79	\$5,166.09	\$5,269.41
Module 4 – Emergency Operations	10	+0-2%	\$5,064.79	\$5,064.79	\$5,064.79	\$5,166.09	\$5,269.41
Module 7 – Business Cert./ Prequalification Management	10	+0-2%	\$10,692.33	\$10,692.33	\$10,692.33	\$10,906.17	\$11,124.30
Cost for 10 Users			\$50,085.14	\$50,085.14	\$50,085.14	\$51,086.84	\$52,108.58



Our Mission...

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

DATE: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF TASK ORDER NO. 11 WITH AVIDEX INDUSTRIES LLC FOR THE CONTROL ROOM UPGRADES AND VIDEO WALL IMPLEMENTATION

STRATEGIC GOAL

Maintain and Upgrade Technology
Maintain and Upgrade Infrastructure
Strengthen District Security

RECOMMENDATION

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

1. Approve Task Order No. 11 with Avidex Industries LLC for the Control Room Upgrades and Video Wall Implementation in the amount of \$115,795.54;
2. Authorize a supplemental appropriation of funds in the amount of \$115,795.54 to the Capital Outlay Program, with funding provided by the Wastewater Replacement Program, and,
3. Authorize the General Manager to execute the appropriate documents on behalf of the District.

BACKGROUND

In 2016 the District entered into a Master Services Agreement with Avidex Industries LLC (Avidex), formerly known as Digital Networks Group, for audio-visual services and support. Previously completed projects include audio and visual upgrades to multiple conference rooms in the Administration building, the lobby display, and the boardroom upgrades.

Avidex is well-versed with the District's infrastructure and network capabilities. To maintain product continuity, staff would like to continue to utilize their services for the Control Room, as part of the Regional Wastewater Plant Upgrade project. Control Room upgrades include audio visual control equipment and a video wall implementation. The

video wall will have the ability to display multiple inputs at the same time such as the Distributed Control System (DCS), security cameras and local workstations. The total project cost is \$115,795.54 and includes equipment installation, programming, testing, training, and annual maintenance.

Staff presented this item at the December 8, 2021 Study Session Meeting, and the Board and staff recommend approval of Task Order No. 11 with Avidex Industries LLC for the Control Room Upgrades and Video Wall Implementation in the amount of \$115,795.54.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within budget – No. A supplemental appropriation in the amount of \$115,795.54 is being requested with funding provided by the Wastewater Replacement Program.

Originated by: Darryn Flexman – IT

Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

Avidex Proposal for Control Room Upgrades & Video Wall Implementation



Quote 11/11/2021
Project Number: 39063

Control Room Upgrades

Irene Ashton

Ship To:

Elsinore Valley Municipal Water Dist.

Darryn Flexman
 Information Technology
 31315 Chaney Street
 Lake Elsinore, CA 92530

Tel: (951) 674-3146
 Fax: (951) 674-7554

This Proposal is for the Control Room Upgrades and Video Wall Implementation

SCOPE:

- (8) 55" Video Wall Displays with Narrow Bezels
- Custom Hiperwall Software Solution
- (1) Controller PC for content to always be running
- (3) Source PC's for extending and managing workstation content to videowall displays over the Hiperwall network
- (1) KVM switch in rack for direct connection to in-rack PC's
- Data Network Cabling to Workstations
- HDMI connections to workstations and behind displays as needed
- (1) Table top touch panel for basic user control and operation of displayed content
- (1) control processor and interface for touch panel
- Equipment cabinet and mounting and accessories as needed for AV components
- Loading and Testing of all Software with Hiperwall Representative
- Training

ASSUMES/EXCLUDES/WORK BY OTHERS:

- Requires Sufficient Pathway to Behind Displays & Workstations (12+ Cat6)
- Requires Sufficient Power for Displays and Workstations
- Assumes Furniture and Monitor Mount Stand is Provided By Others
- Work to be Done During Regular Working Hours
- PC's & Monitors for Workstations are By Owner or Others (Set Up By Others as well)
- This assumes AV cabinet will be located within 50ft of workstation consoles

Mfr-Part No.	Qty	Description	Unit Price	Extended
VIDEOWALL / HIPERWALL SOLUTION				
Samsung VM55T-E	8	55" CClass Full HD Video Wall IPS LED Display	2,271.05	18,168.40
Chief-LVS1U	8	CONNEXSYS VIDEO WALL SYSTEM WITH RAILS	501.60	4,012.80
Hiperwall HWC7	1	Hiperwall Control License	1,333.33	1,333.33
Hiperwall HVHD7	8	Hiperwall HD License	1,333.33	10,666.64
Hiperwall HS7	9	HiperSource License	1,000.00	9,000.00
Hiperwall HO7	3	HiperOperator License	1,333.33	3,999.99
Hiperwall HSC7	1	HiperInterface Add-On License	1,333.33	1,333.33
Hiperwall HWOSS	2	Hiperwall Onsite Assistance (1 Day)	3,333.33	6,666.66
Hiperwall HWTE	1	Hiperwall Travel Expenses	1,111.11	1,111.11
Seneca HW-CONTROLR-TOWER-V2	1	Hiperwall Controller Tower PC	1,389.68	1,389.68
Seneca HW-HIPERVIEW-QUAD-V2	2	Hiperwall VX-Quad-V2 PC	1,353.17	2,706.34
Seneca HW-STREAMER4CAP-T-V2	3	Hiperwall Streamer Tower PC	3,060.19	9,180.57
Cisco SG350-20-K9-NA	1	20port Gigabit Managed Switch	383.41	383.41

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Printed on 11/11/2021

Avidex Industries, LLC Project: 39063

20382 Hermana Cir. • Lake Forest, CA 92630 • Phone (949) 428-6333 • Fax (949) 428-6334

www.avidexav.com

California Contractors License # 981651



APPROVAL OF: #15.

CONTROL SYSTEM				
Extron-60-1343-02	1	15 Tabletop TouchLink Pro Touchpanel	2,772.22	2,772.22
Extron-60-1361-01	1	High Power Injector for 12, 15, and 17 TouchLink nk Pro Touchpanels	161.11	161.11
Extron-60-1431-01	1	IP Link Pro Control Processor	994.44	994.44
RACK & MISC				
Middle Atlantic-SRSR-2-12	1	12 Space Rotating Sliding Rail Sys CAPACITY	450.00	450.00
Middle Atlantic-PD-915R	1	9OUT,15A,RCKMNT POWER CEN PROTECTED RACKMOUNT POWER DISTRIBUTION W/9' CORD, BLACK POWDERCOAT FINISH	81.11	81.11
Middle Atlantic-RM-KB-LCD17KVMHD	1	KB W/LCD Digital Display DIGITAL DISPLAY, 8KVM	1,980.98	1,980.98
Extron-26-663-06	13	4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	41.11	534.43
Extron-26-650-50	9	4K High Speed HDMI Pro Cable - 50 (15.2 m) (15.2 m)	216.67	1,950.03
Avidex AVI4000	1	TBD Pre Made Cables	111.11	111.11
Avidex AVI4000	1	TBD AV Network Cables & Connectors	555.56	555.56
Avidex AVI4000	1	TBD Equipment Rack & Mounting Accessories	1,222.22	1,222.22
Equipment Sub-Total				80,765.47
Installation Sub Total				25,943.96

Pricing Summary

This Quote is Valid for 30 Days.

Shipping & Handling: \$2,826.79
CA Local Tax \$6,259.32

Lump Sum Project Total: \$115,795.54

AVI PWC/DIR # 1000004292

DIR PROJECT ID # _____

Terms

Net 30

Design Criteria / Assumptions:

- | | |
|---|---|
| <p>1. Conduits/Electrical Work:</p> <ul style="list-style-type: none"> * All conduit is usable and free of obstructions * Conduit, backboxes and sleeves provided by others * 110 VAC outlets and circuits not included * Core drilling not included, unless otherwise noted * Power Supplies, surge suppressors, UPS not included * Site shall be accessible during scheduled work hours | <p>2. Pricing:</p> <ul style="list-style-type: none"> * All Pricing is confidential <p>3. Quality Assurance:</p> <ul style="list-style-type: none"> * All cabling complies with EIA-TIA 568/569B Standards * All work shall comply with applicable Building Codes * Changes to contract must be approved in writing |
|---|---|

System Maintenance Offerings:

Ask about AVI's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or AVI's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Created on 11/10/2021

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Avidex Industries, LLC Project: 39063

20382 Hermana Cir. • Lake Forest, CA 92630 • Phone (949) 428-6333 • Fax (949) 428-6334

www.avidexav.com

California Contractors License # 981651



Payment Terms

All Projects require a mobilization fee of 30% of the overall proposed contract total in order to initiate the order. Mobilization fees are due upon Receipt. This proposal is valid for 30 days from the date appearing on the cover page.

- * Monthly progress invoices will be issued with net 30-day terms.
- * The 360° Service Plan will be invoiced annually, in advance or at the date of commencement.
- * Freight and sales tax will be added to invoices based on current tax rates as required by state law on the invoice date.
- * Avidex reserves the right to charge for stored materials and/or equipment.
- * Avidex reserves the right to charge a 1.5% fee for late payment of invoices.

Authorization to Process - Integration Services

Avidex will begin the implementation phase of this project upon receipt of the client purchase order or executed contract referring to this proposal and the mobilization fee. I have reviewed the available post-installation 360° Service Plan offerings with my account executive.

I, the client, elect to decline the 360° Service Plan offering. By checking this box, I understand that I am declining the proposed service and support coverage for my audiovisual system.

Submitted by: Avidex Industries, LLC

Brandon Morrell
Name

DocuSigned by:
Brandon Morrell
Signature

November 18, 2021
Date

Client Approval:

Client Name/Title

Signature

Date

Internal Avidex Approval:

Name

Signature

Date

Each party agrees that any electronic signatures above, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed signature page to this Agreement by e-mail attachment, other means of electronic transmission with authorization to attach it to this Agreement, or any other means of electronic transmission used to obtain an electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy.

AVIDEX INDUSTRIES, LLC
Confidential (FORM 16.2 Rev 200713-001)

Project Number: 39063
Elsinore Valley Municipal Water Dist.
Control Room Upgrades





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: December 16, 2021

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A MASTER SERVICES AGREEMENT WITH SYSTEMS INTEGRATED FOR ANNUAL MAINTENANCE & SUPPORT

STRATEGIC GOAL

Maintain and Upgrade Technology

RECOMMENDATION

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

1. Approve a Master Services Agreement with Systems Integrated for a five-year term in the total amount of \$862,800; and,
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

In 2004, Elsinore Valley Municipal Water District (District) selected Systems Integrated (SI) to design and build a Supervisory Control and Data Acquisition (SCADA) System replacement to monitor and control the pumping stations, booster stations, and water tanks associated with water production and distribution at 120 sites in total. Since the original installation in 2004, the SCADA system has expanded to 169 sites including wastewater lift stations, with 229 radios in operation at these sites. SI designed a network-based SCADA system from the control room at the office to the programmable logic controller (PLC) in the field which allows the system to be operated remotely and efficiently by water production staff. The SCADA System is based on System Integrated's ONSITE SCADA software suite. All standard functions including data visualization through process graphics, visual, audible, email, text-based alarming, historical data storage, trending, event detection and many other features are included in the software suite.

The SCADA network is designed to meet current cyber security standards. SI manufactures their own Telemetry Control Panels and along with input from District staff, have fine-tuned their hardware and software to meet the needs of the District over the last few years.

The proposed maintenance agreement renewal is for the support and maintenance of the District's ONSITE SCADA System, which currently covers 169 District sites and 229 radios. If additional equipment is added to the system, it will also be covered under this agreement at no additional cost, up to 200 sites and 250 radios. In addition to providing support services for the system, the agreement includes a set rate structure to support supplemental engineering, training, and configuration services that are outside the scope of technical support. The SCADA System is dynamic in nature and requires continuous evaluation of what elements of the system require modifications or changes to minimize the overall cost to the District. In addition to the annual maintenance contract, the District's standard Professional Services Agreement is included; with approval, staff can issue task orders and tie them back to the Master Agreement.

Staff brought this item to the December 8, 2021 Study Session, and the Board and staff recommend approval of a Master Services Agreement with Systems Integrated in the amount of \$862,800 for a five-year term.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within budget – Yes. This request will be incorporated into future budgets.

Originated by: Darryn Flexman – IT

Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

Systems Integrated Master Services Agreement

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
MASTER PROFESSIONAL SERVICES AGREEMENT
FOR TASK BASED SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEMS
SUPPORT SYSTEMS**

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 Systems Integrated, a Corporation with its principal place of business at 2200 Glassell Street, Orange, CA 92865 (“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 Supervisory Control and Data Acquisition Systems Support 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 Task Based Supervisory Control and Data Acquisition Systems Support Systems project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. The District hereby agrees to engage Consultant for the tasks identified in Exhibit A sections 2.1 – 2.4 pursuant to the dates, terms and conditions of this Agreement. In addition, the District hereby engages the Consultant to provide task-based SCADA system maintenance consulting services necessary for the Project (“Services”) through the issuance of a Task Order Form. 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 Services. The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Task Orders 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, except as such terms may be expressly amended by the Task Order Form.

3.1.2 Task Order. The Services shall be requested as needed by the District through the issuance of a Task Order Form. The Task Order Form shall contain, at a minimum, a detailed scope of work, deliverables, a performance schedule, special terms and conditions governing performance of services, and cost information.

The Task Order Form, an example of which is attached hereto and incorporated by this reference as Exhibit "B", illustrates the typical format that may be utilized to request said services and is designed to facilitate a brief proposal response. The Task Order format may vary and the number of pages expanded as necessary to accommodate more complex projects and technical requirements.

Upon receipt of a Task Order Form, Consultant shall submit a signed proposal for requested series and shall provide any other information requested in the Solicitation. Upon acceptance and award of a Task Order Form by the District, said Task Order shall become effective.

3.1.3 Term. The term of this Agreement shall be from December 21, 2021 to June 30, 2026, 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.

3.1.4 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.

3.1.5 No Guarantee of Usage. The District makes no guarantee as to usage of Consultant's services under this Agreement or that Consultant will be awarded a Task Order.

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 for the annual maintenance shall not exceed amounts as set forth in Section 3.1 of Exhibit A without written approval of District's General Manager. Extra Work and Task Orders may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement in Section 2.5 of Exhibit A.

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: Larry Pomatto, James Pham, Walter Morris, Janice Ruszczuk, Tom Waldowski, and David De Leeuw.

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 its Director of Information, 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 David De Leeuw, 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) Cyber Liability . Cyber liability coverage in the amount of \$3,000,000 per occurrence. Consultant shall maintain liability coverage providing protection against liability for: (1) privacy breaches (2) system breach; (3) denial or loss of service, or loss of data; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. The cyber liability coverage shall not include any exclusion or restriction for unencrypted portable devices or other media. Consultant shall add the District as an additional insured under the cyber liability policy.

(f) 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.

(g) 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.

(h) 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.

(i) 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: Darryn Flexman
Email: dflexman@evmwd.net

CONSULTANT:

Systems Integrated
2200 North Glassel Street
Orange, CA 92865
Attn: Susan Corrales-Diaz
Email: scorrales-diaz@systemsintegrated.com

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
MASTER PROFESSIONAL SERVICES AGREEMENT
FOR TASK BASED SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEMS
SUPPORT SYSTEMS**

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

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:

By: _____

Name: _____

Title: _____

Dated: _____

SYSTEMS INTEGRATED LLC:

By: _____
DocuSigned by:
Susan Corrales-Diaz
1DF2DB22C09F4FF
(Authorized Representative of Vendor)

Printed Name: Susan Corrales-Diaz

Title: President

Dated: December 6, 2021

MASTER PROFESSIONAL SERVICES AGREEMENT:
FOR TASK BASED SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEMS SUPPORT SYSTEMS

**EXHIBIT A
SCOPE OF SERVICES**

EXHIBIT "A"

**Elsinore Valley Municipal Water District
SCADA Systems Integrated**

Maintenance Contract with Task Order

Renewal Proposal

July 2021

Revision 6



8080 Dagget Street
San Diego, California 92111
Tel: 858/277-0700
www.systemsintegrated.com

EXHIBIT "A"

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All rights reserved*

All terms mentioned in this document that are known to be trademarks or service marks have been appropriately capitalized. Systems Integrated cannot attest to the accuracy of this information. Use of a term in this document should not be regarded as affecting the validity of any trademark or service mark.

ONSITE and *SITEVIEW* and *DataViews* are registered trademarks of Systems Integrated.

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1. OVERVIEW - SCADA SYSTEM SUPPORT

Elsinore Valley Municipal Water District

Supervisory Control and Data Acquisition System Support Agreement

EVMWD, a public non-profit agency, was created on December 23, 1950 under the Municipal Water District Act of 1911. As a special district, EVMWD's powers include provision of public water service, water supply development and planning, wastewater treatment and disposal, and recycling. Currently, the District has over 133,000 water, wastewater and agricultural service connections.

In 2004, EVMWD selected Systems Integrated (SI) to design & build a SCADA system replacement to monitor and control the pumping stations, booster stations, and water tanks associated with water production and distribution, 120 sites in total. Working with EVMWD, SI designed a network based SCADA system from control room to PLC. Enabling Ethernet to every device in the system provided a fully peer-to-peer design where PLCs and RTUs could be programmed to share data asynchronously and without the need for a central server as was the traditional architecture.

EVMWD's wireless communications infrastructure system was originally designed to allow for expansion over time with the ability to provide high reliability to critical sites. While this feature has currently only been deployed using manual re-routing, it has the ability to be expanded to create multiple redundant rings to ensure that critical communications links are supported via an automatic rerouting functionality. Visibility and management of the radio network was augmented with network monitoring built into the SCADA software application.

The original system consisted of Systems Integrated's Telemetry Control Panels (TCP) located at each of EVMWD's sites incorporated with a Programmable Automation Controller (PAC) (SI # L35E-1073) with Ethernet connectivity. SI's control software engineers chose to utilize the SI RTU application framework software for creating a single common program for downloading to each PAC independent of the site type. The application framework provides a flexible, object-oriented methodology to create, debug and test control strategies running inside of programmable automation controllers. The PAC software was developed using structured text. The PACs function to provide pump station control (up to 6 pumps) with lead, lag, pump rotation, and are controlled by reservoir level set points. The network is designed to meet current cyber security standards.

To complement a highly distributed network backbone, the new SCADA system software was based on Systems Integrated's *ONSITE* SCADA software suite. *ONSITE* is provided as a server appliance running on VMware. This HMI manages all elements of the SCADA system including the automatic downloading of PAC configuration software to application framework enabled PACs located in the field. All standard SCADA applications are bundled with *ONSITE* including data visualization through process graphics, visual/audible/email/text-based alarming, historical data storage, trending, event detection and many other features.

2. SCOPE OF SERVICES

Currently the District has 169 sites that have product provided by Systems Integrated (SI) that will be covered under this Agreement as of the date of execution. As additional equipment is added to the system by Systems Integrated, during the contract period, it will be included with this maintenance agreement at no additional cost, up to 200 sites and 250 radios.

Systems Integrated will provide the following baseline support services as defined in sections 2.1 to 2.4, and 3.1 of this Scope of Services:

1. Telephone support within 2 hours after receiving support request (M-F 8am to 5pm). Systems Integrated's support number is **800-738-0906**.
2. On-site support within 4 hours after determining telephone support will not resolve problem. (Note: On-site support is subject to pricing in section 3.1).
3. Hardware replacement for all Elsinore's SI manufactured interface boards.
4. Hardware replacement for all radios which are currently in production. In the event that the equipment is obsolete or no longer available, SI will advise EVMWD of alternate equipment for replacement and the associated cost.
5. On-site support to provide EVMWD second level of emergency support to augment EVMWD call out personnel (subject to section 3.1).
6. Support services for all server locations as well as field locations (field locations are defined as all locations where SI has provided the hardware either directly to EVMWD or through subcontracts to various developers / contractors). New sites commissioned during the term of this contract are covered at no additional cost up to the quantities defined earlier in this section.
7. As part of the task order process, SI will provide support to EVMWD in the areas of radio communications, specification review, network upgrades, TCP upgrades, startup support, integration and implementation support and evaluation of system changes which may impact the operation of the system (e.g., removal of water tanks, etc. new radios).

2.1 SCADA TECHNICAL SUPPORT

- Perform Preventive Maintenance: Semi-annual computer hardware / software maintenance providing dynamic tune-ups to include cleaning, system diagnostics, file maintenance, and fixed disk de-fragmentation (which will be done remotely).
- Perform hardware repairs for other equipment (material to be provided by EVMWD out of its spare parts inventory). Trouble shooting and installation (if requested by EVMWD) will be performed by SI via task orders.

2.2 SCADA TELEPHONIC TECHNICAL SUPPORT

- SCADA application software telephonic/dial-up support.
- Database software support.
- Programming software support
- Communications server and field systems support
- Operating system software support

2.3 RTU / PLC & RADIO MAINTENANCE AND SUPPORT

Hardware Repairs:

Second level trouble shooting provided by SI.

- For SI manufactured interface equipment & radio equipment, SI will provide or use EVMWD's spares inventory then replenish them.
- For all other material, SI will use EVMWD's spares or will provide and bill EVMWD for material used.

2.4 VFD/RVSS/MOTOR CONTROL MANAGEMENT

- Hardware repairs (material provided by EVMWD out of spare parts inventory). Second level trouble shooting by SI.

2.5 PROFESSIONAL SERVICES (Task Orders)

In addition to providing support services for the SCADA system, SI has provided a rate structure to support supplemental engineering, training and configuration services. Task Order work is subject section 3.5.1 of the Master Services Agreement. The SCADA system is dynamic in nature and requires continuous evaluation of what elements of the system require modifications or changes in order to minimize the overall cost to the District. As part of this maintenance support contract SI can provide (see rate sheet) the following services:

- SCADA system engineering including:
 - Operations cost reduction (pump time optimization)
 - Communications system redundancy/support
 - Camera/video surveillance transport support
 - Application programming
 - Database
 - Networking
 - Screen Development
- SCADA Training
 - PLC design/programming (refresher courses)
 - Radio communications/programming

Professional Services Rate Sheet
2021

Description	Hourly Rate	Overtime***	Weekends & Holidays***
Principle Engineer*	\$ 250.00	312.50	390.63
Project Engineer*	\$ 175.00	218.75	273.44
Electrical Engineer*	\$ 185.00	231.25	289.06
Mechanical Engineer*	\$ 185.00	231.25	289.06
Communication Engineer*	\$ 195.00	243.75	304.69
Sr. Software Engineer*	\$ 240.00	300.00	375.00
Software Engineer*	\$ 175.00	218.75	273.44
Application Engineer*	\$ 150.00	210.00	270.00
CAD Operator*	\$ 100.00	N/A	N/A
Shop Technician*	\$ 85.00	N/A	N/A
Electrician**	\$ 150.00	210.00	270.00
Apprentice**	93.00	138.00	183.00

*Note: For work that is performed on a time and material rate, the Professional Services Rates will be annually increased by 3% or increased based upon the current Consumer Price Index for All Urban Consumers (CPI-U) for Riverside, CA, whichever is higher.

**Note: The prevailing wage (PW) rates for this contract shall be based upon the CA DIR determinations established at the bid date (meaning determination Riverside 2021-1). CA DIR Determination Riverside 2021-1 for SI's applicable craft classification includes pre-determined increases to occur on specific dates (copy attached): SI will advise our adjusted PW rates when the pre-determined rates are effective. Also attached are the Apprentice PW rates that correspond to Determination Riverside 2021-1.

Prevailing wages will apply to work performed on-site that is determined to be subject to prevailing wage regulations by Systems Integrated. Prevailing wage work requires that Systems Integrated use apprentices.

***Note: These rates are only applicable when engineers are performing work on site during hours outside of SI's normal business hours.

SI Support Team for EVMWD:

Larry Pomatto

Janice Ruszczyk

James Pham

Tom Waldowski

Walter Morris

Dave De Leeuw

3. PRICING

3.1 BUSINESS HOURS SUPPORT

Business hour support includes all repair cost for in production radio equipment, interface equipment, software support and on-site engineering support. Business hour support will be provided in accordance with the following conditions:

1. Monday through Friday (except holidays) 8:00AM to 5:00PM.
2. Telephone response time would be within 2 working hours.
3. Support services would be limited to telephone support only. Any on-site support would be at the hourly rate specified in the Professional Services Rate Sheet and would only be provided during normal work hours.

The cost for business hours support is as follows:

SUPPORT CONTRACT PERIOD			PER MONTH	ANNUAL
Year 1	7/1/2021	6/30/2022	\$ 14,380.00	\$ 172,560.00
Year 2	7/1/2022	6/30/2023	\$ 14,380.00	\$ 172,560.00
Year 3	7/1/2023	6/30/2024	\$ 14,380.00	\$ 172,560.00
Year 4	7/1/2024	6/30/2025	\$ 14,380.00	\$ 172,560.00
Year 5	7/1/2025	6/30/2026	\$ 14,380.00	\$ 172,560.00

TASK ORDER FORM

Elsinore Valley Municipal Water District Fixed Price Task Order Form		
Task No.:	Date Requested:	Order/Contract/P.O.:
Requested by:		Authorized by:
Task Description:		
Work Requested:		
Deliverables:		
Estimated Costs:		
Labor:		
Materials:		
ODC:		
Subtotal:		
Taxes:		

4. CA Prevailing Wage Rates

The CA DIR Determination Riverside 2021-1 is the basis for the Prevailing Wages (PW) used with this contract (copy attached).

Systems Integrated's craft is Electrician and classification is Inside Wireman, Technician which has ** meaning pre-determined increases on specific dates (copy attached).

Systems Integrated is required to use apprentices for PW work. Apprentices are paid based upon the apprentice rates associated with Determination Riverside 2021-1 (copy attached).

CA DIR Prevailing Wage Determination

Riverside 2021-1

EXHIBIT "A"
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: RIVERSIDE COUNTY
 DETERMINATION: RM2021-1

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER HOURS	OTHER HOURS FOOTNOTE	STRAIGHT-TIME HOURLY RATE	DAILY OVERTIME RATE	DAILY OVERTIME RATE FOOTNOTE	SATURDAY OVERTIME RATE	SATURDAY OVERTIME RATE FOOTNOTE	SUNDAY OVERTIME RATE	SUNDAY OVERTIME RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#BRICKLAYER	MARBLE MASON, CEMENT STONE/MASON, BLOCKLAYER, POINTER		08/22/2020	04/30/2021	\$41.480	A	\$9,250	\$8,370	\$0,000		\$1,010	B	\$0,850		\$0,850	8.0	C	\$60,960	\$81,700	D	\$61,700	D	\$102,440	D	Polys	Score of Work	Travel & Subsistence
#BRICKLAYER	MASON FINISHER		08/22/2020	04/30/2021	\$29,070	A	\$9,250	\$8,210	\$0,000		\$0,880	B	\$0,450		\$0,450	8.0	C	\$48,870	\$63,400	D	\$63,400	D	\$77,940	D	Polys	Score of Work	Travel & Subsistence
#BRICK TENDER			08/22/2020	06/30/2021	\$34,000		\$8,000	\$8,400	\$4,400	E	\$0,700		\$0,450		\$0,450	8.0	C	\$55,950	\$72,950		\$72,950		\$88,950		Polys	Score of Work	Travel & Subsistence
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2020	06/30/2021	\$34,450		\$8,000	\$8,400	\$4,400	E	\$0,700		\$0,450		\$0,450	8.0	C	\$55,400	\$73,650		\$73,650		\$89,650		Polys	Score of Work	Travel & Subsistence
#CARPET, LINOLEUM, #DORWALL FINISHER	RESILIENT TILE LAYER		02/22/2021	12/31/2021	\$36,750	G	\$5,630	\$6,550	\$2,220		\$0,630		\$0,280		\$0,280	8.0		\$53,060	\$72,440	H	\$72,440	H	\$81,810	H	Polys	Score of Work	Travel & Subsistence
#CARPET, LINOLEUM, #DORWALL FINISHER	MATERIAL HANDLER		02/22/2021	12/31/2021	\$14,000	G	\$5,630	\$1,940	\$0,720		\$0,630		\$0,280		\$0,280	8.0		\$23,200	\$30,200	J	\$30,200	J	\$37,200	J	Polys	Score of Work	Travel & Subsistence
#ELECTRICIAN	SOUND INSTALLER		02/22/2021	09/30/2021	\$43,180	G	\$8,850	\$7,130	\$4,070		\$0,870		\$0,970		\$0,970	8.0		\$65,070	\$86,660	K	\$86,660	K	\$108,250	K	Polys	Score of Work	Travel & Subsistence
#ELECTRICIAN	INSIDE WIREMAN		02/22/2021	12/28/2021	\$37,600		\$9,380	\$6,810	\$0,000		\$0,650		\$0,300		\$0,300	8.0	M	\$54,870	\$74,230	N	\$74,230	N	\$83,600	N	Polys	Score of Work	Travel & Subsistence
#ELECTRICIAN	TECHNICIAN		02/22/2021	12/28/2021	\$46,750		\$9,380	\$13,560	\$0,000		\$0,730		\$0,250		\$0,250	8.0	L	\$72,360	\$100,170	O	\$100,170	O	\$125,580	O	Polys	Score of Work	Travel & Subsistence
#ELECTRICIAN	CABLE SPLICER		02/22/2021	12/28/2021	\$48,090		\$9,380	\$13,560	\$0,000		\$0,730		\$0,250		\$0,250	8.0	L	\$74,330	\$100,170	O	\$100,170	O	\$125,580	O	Polys	Score of Work	Travel & Subsistence
#FIELD SURVEYOR	C-CHIEF OF PARTY (018,167-010)		02/22/2021	06/30/2021	\$53,560		\$11,850	\$12,150	\$4,770	E	\$0,150		\$0,150		\$0,150	8.0		\$83,630	\$110,410	N	\$110,410	N	\$137,190	N	Polys	Score of Work	Travel & Subsistence
#FIELD SURVEYOR	INSTRUMENTMAN (018,167-034)		02/22/2021	06/30/2021	\$50,480		\$11,850	\$12,150	\$4,600	E	\$0,150		\$0,150		\$0,150	8.0		\$80,360	\$105,590	N	\$105,590	N	\$130,820	N	Polys	Score of Work	Travel & Subsistence
#FIELD SURVEYOR	CHANNAINRODMAN (885,567-010)		02/22/2021	09/30/2021	\$48,880		\$11,850	\$12,150	\$4,550	E	\$0,150		\$0,150		\$0,150	8.0		\$79,730	\$104,670	N	\$104,670	N	\$128,610	N	Polys	Score of Work	Travel & Subsistence
#GLAZIER			08/22/2020	05/31/2021	\$47,950	S	\$7,750	\$13,450	\$0,000		\$0,770		\$0,930		\$0,930	8.0		\$70,860	\$93,330	V	\$93,330	V	\$115,800	V	Polys	Score of Work	Travel & Subsistence
#MARBLE FINISHER			08/22/2020	05/31/2021	\$34,680	W	\$9,000	\$4,270	\$0,000		\$0,880		\$0,320		\$0,320	8.0		\$48,110	\$66,450	Y	\$66,450	Y	\$83,800	Y	Polys	Score of Work	Travel & Subsistence
#PAINTER	PAINTER, LEAD ABATEMENT		02/22/2021	06/30/2021	\$33,120	O	\$9,000	\$4,940	\$2,550		\$0,750		\$1,010		\$1,010	8.0		\$51,370	\$67,930	AB	\$67,930	AB	\$82,520	AB	Polys	Score of Work	Travel & Subsistence
#PAINTER	RESANT PAINTER, LEAD ABATEMENT		02/22/2021	06/30/2021	\$29,590	O	\$9,000	\$4,940	\$2,430		\$0,750		\$1,010		\$1,010	8.0		\$47,720	\$62,520	AC	\$62,520	AC	\$82,520	AC	Polys	Score of Work	Travel & Subsistence
#PAINTER	INDUSTRIAL PAINTER		02/22/2021	06/30/2021	\$35,520	O	\$9,000	\$4,940	\$2,850		\$0,880		\$1,010		\$1,010	8.0		\$54,170	\$71,930	AB	\$71,930	AB	\$87,930	AB	Polys	Score of Work	Travel & Subsistence
#PAINTER	INDUSTRIAL REPAINT PAINTER		02/22/2021	06/30/2021	\$31,840	O	\$9,000	\$4,940	\$2,710		\$0,850		\$1,010		\$1,010	8.0		\$50,350	\$66,270	AC	\$66,270	AC	\$82,270	AC	Polys	Score of Work	Travel & Subsistence
#PAINTER	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)		02/22/2021	01/31/2022	\$24,000		\$8,400	\$1,000	\$0,000		\$0,750		\$0,000		\$0,000	8.0		\$34,150	\$46,150	J	\$46,150	J	\$68,150	J	Polys	Score of Work	Travel & Subsistence
#PAINTER	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)		02/22/2021	01/31/2022	\$16,500		\$8,400	\$1,000	\$0,000		\$0,750		\$0,000		\$0,000	8.0		\$26,650	\$34,900	J	\$34,900	J	\$43,150	J	Polys	Score of Work	Travel & Subsistence
#PLASTERER			02/22/2021	01/31/2022	\$17,370		\$8,400	\$1,000	\$0,000		\$0,750		\$0,000		\$0,000	8.0		\$27,520	\$36,210	J	\$36,210	J	\$44,880	J	Polys	Score of Work	Travel & Subsistence
#PLASTER TENDER			08/22/2020	08/03/2021	\$37,860		\$9,380	\$6,840	\$6,880	AG	\$0,990		\$1,040		\$1,040	8.0	AH	\$63,000	\$81,930	AI	\$81,930	AI	\$100,860	AI	Polys	Score of Work	Travel & Subsistence
#PLASTER TENDER	PLASTER CLEANUP LABORER		08/22/2020	08/03/2021	\$36,580		\$8,000	\$8,710	\$5,200	AK	\$1,050		\$0,960		\$0,960	8.0		\$62,500	\$81,790	AM	\$81,790	AM	\$101,080	AM	Polys	Score of Work	Travel & Subsistence
#PLUMBER	PLUMBER, INDUSTRIAL AND COMMERCIAL WITH PLUMBING SEWER AND STORM DRAIN		08/22/2020	08/31/2021	\$52,280	AN	\$8,910	\$13,300	\$0,000	AO	\$2,500		\$1,330		\$1,330	8.0	AO	\$78,320	\$103,540	D	\$103,540	D	\$127,130	D	Polys	Score of Work	Travel & Subsistence
#PLUMBER	SEWER AND STORM DRAIN PIPE TRADESMAN		08/22/2020	08/31/2021	\$19,500	AI	\$8,900	\$10,450	\$0,000	AO	\$2,230		\$1,330		\$1,330	8.0	AO	\$62,200	\$80,970	AE	\$80,970	AE	\$98,130	AE	Polys	Score of Work	Travel & Subsistence
#PLUMBER	SEWER AND STORM DRAIN PIPE TRADESMAN		08/22/2020	08/31/2021	\$19,500	AI	\$8,950	\$0,380	\$0,000		\$1,360		\$1,180		\$1,180	8.0	AO	\$31,470	\$40,290	AE	\$40,290	AE	\$48,120	AE	Polys	Score of Work	Travel & Subsistence
#PLUMBER	SERVICE & REPAIR TRADESMAN		08/22/2020	08/31/2021	\$50,700	AN	\$8,910	\$12,990	\$0,000	AO	\$1,830		\$1,330		\$1,330	8.0	AO	\$75,760	\$100,180	AI	\$100,180	AI	\$122,980	AI	Polys	Score of Work	Travel & Subsistence
#PLUMBER	LANDSCAPE/IRRIGATION FITTER		08/22/2020	08/31/2021	\$35,300	AV	\$8,910	\$13,300	\$0,000	AO	\$1,880		\$1,190		\$1,190	8.0	AO	\$60,530	\$78,180	AE	\$78,180	AE	\$94,470	AE	Polys	Score of Work	Travel & Subsistence
#PLUMBER	LANDSCAPE/IRRIGATION TRADESMAN		08/22/2020	08/31/2021	\$15,360	AV	\$3,000	\$1,180	\$0,000		\$0,100		\$0,930		\$0,930	8.0	AO	\$20,550	\$28,230	AE	\$28,230	AE	\$35,910	AE	Polys	Score of Work	Travel & Subsistence
#PLUMBER	PIPE SPINNER/LETTER PRESS/CONTROL SYSTEMS OVERHEAD AND UNDERGROUND)		08/22/2020	03/31/2021	\$39,630		\$10,230	\$14,960	\$0,000		\$0,520		\$0,250		\$0,250	8.0		\$65,790	\$85,710		\$85,710		\$105,620		Polys	Score of Work	Travel & Subsistence
#ROOFER			02/22/2021	07/31/2021	\$40,770	AV	\$9,560	\$9,070	\$0,000	AZ	\$0,530		\$0,650		\$0,650	8.0	BB	\$59,620	\$78,000	BC	\$78,000	BC	\$96,380	BC	Polys	Score of Work	Travel & Subsistence
#ROOFER	PITCH WORK		02/22/2021	07/31/2021	\$42,520	AV	\$9,560	\$9,070	\$0,000	AZ	\$0,530		\$0,650		\$0,650	8.0	BB	\$61,370	\$80,630	BC	\$80,630	BC	\$99,880	BC	Polys	Score of Work	Travel & Subsistence
#ROOFER	PREPARER		02/22/2021	07/31/2021	\$41,770	AV	\$8,560	\$8,070	\$0,000	AZ	\$0,530		\$0,650		\$0,650	8.0	BB	\$60,620	\$79,500	BC	\$79,500	BC	\$98,380	BC	Polys	Score of Work	Travel & Subsistence
#SHEET METAL WORKER			02/22/2021	06/30/2021	\$48,280	O	\$11,120	\$17,540	\$0,000	BD	\$0,820		\$0,680		\$0,680	8.0	BB	\$78,440	\$102,580	BE	\$102,580	BE	\$126,720	BE	Polys	Score of Work	Travel & Subsistence
#SHEET METAL WORKER	LANDSCAPE/IRRIGATION WORKER		08/22/2020	08/31/2021	\$33,660	G	\$9,250	\$4,220	\$0,000		\$0,730		\$0,260		\$0,260	8.0	AA	\$48,120	\$64,950	X	\$64,950	X	\$81,780	X	Polys	Score of Work	Travel & Subsistence
#TERRAZZO WORKER			08/22/2020	08/31/2021	\$41,600	G	\$9,250	\$4,480	\$0,000		\$1,000		\$0,260		\$0,260	8.0	AA	\$65,590	\$77,980	X	\$77,980	YG	\$88,190	Z	Polys	Score of Work	Travel & Subsistence
#TITLE FINISHER			08/22/2020	05/31/2021	\$29,430	W	\$9,000	\$0,000	\$0,000		\$0,760		\$0,270		\$0,270	8.0		\$44,220	\$56,940	X	\$56,940	X	\$71,650	Z	Polys	Score of Work	Travel & Subsistence
#TITLE LAYER			08/22/2020	05/31/2021	\$41,740	W	\$9,000	\$8,220	\$0,000		\$0,940		\$0,380		\$0,380	8.0		\$60,270	\$81,140	X	\$81,140	X	\$102,010	Z	Polys	Score of Work	Travel & Subsistence

Go to increase wage

FOOTNOTES

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS, CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICE WAGE RATE. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/DIR/PWP/APPWAGE/PWP/APPWAGESTART.ASP.

EXHIBIT "A"

- 3 THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- G INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- H RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- I A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- J RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT DOUBLE TIME.
- K RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- L IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- M INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- N RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- O INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- P IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND, AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- Q RATE APPLIES TO THE FIRST 3 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- R DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- S INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$3.00 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- T INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- U INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- V RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- W INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- X RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- Y RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- Z RATE APPLIES TO WORK ON HOLIDAYS ONLY. SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AA AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AB DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AC ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK. PROVIDED THAT THE 40 HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AD RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
- AE RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
- AF RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
- AG INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
- AH SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AI RATE APPLIES TO THE FIRST 8 HOURS WORKED. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AJ THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE. EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AK INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AL ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AM RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AN INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AO INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREES XMAS FUND.
- AP AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AQ INCLUDES AN AMOUNT FOR THE P.I.R.E.-LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AR SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AS PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AT INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AU SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- AV DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- AW TRADESMEN SHALL ONLY BE BASED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A SMO-BL TO JOURNEYMEN OR APPRENTICE.
- AX INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- AZ INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- AY INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- BA INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
- BB INCLUDES AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BC RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY. SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 35 HOURS PER WEEK.
- BD PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8 THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE. BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- BE RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- BF INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- BG RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT

HTTP://WWW.DIR.CA.GOV/OPRLOPreWageDetermination.htm. HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
TRAVEL AND/OR SUBSISTENCE. IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT
HTTP://WWW.DIR.CA.GOV/OPRLOPreWageDetermination.htm. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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CA DIR Prevailing Wage Determination

Riverside 2021-1

Craft Classification Pre-Determined Increases

CA DIR Prevailing Wage Determination

Riverside 2021-1

Apprentice Rates

EXHIBIT "A"

GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

Determination: 2021-1**Expire Date:** 12-26-2021 ****Shift:** 1**Issue Date:** 02-22-2021**Craft/Classification:** Electrician, Inside Wireman**Counties:** Riverside

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/ Holiday	Training	Other	Total Hourly Rate
1	N/A	2,000	\$18.700	\$9.380	\$5.60	\$0.00	\$0.00	\$0.00	\$28.640
2	N/A	1,500	\$23.380	\$9.380	\$7.490	\$0.00	\$0.730	\$0.400	\$41.380
3	N/A	1,500	\$28.050	\$9.380	\$8.980	\$0.00	\$0.730	\$0.420	\$47.560
4	N/A	1,500	\$32.730	\$9.380	\$10.470	\$0.00	\$0.730	\$0.440	\$53.750
5	N/A	1,500	\$39.740	\$9.380	\$12.720	\$0.00	\$0.730	\$0.480	\$63.050

FOOTNOTE(S)

Pension -- Includes an amount equal to 3% of the Basic Hourly Rate for NEBF which is factored at the applicable overtime multiplier.

Other --Includes amounts for LMCC (\$0.28) and AMF. Amount for AMF is equal to 0.5% of the Basic Hourly Rate and is factored at the applicable overtime multiplier.

** Predetermined Increases

Effective December 27, 2021, an increase of \$3.75 to be allocated to wages and/or employer payments

Effective December 26, 2022, an increase of \$3.75 to be allocated to wages and/or employer payments

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2021-1**Expire Date:** 12-26-2021 ****Shift:** 2**Issue Date:** 02-22-2021**Craft/Classification:** Electrician, Inside Wireman**Counties:** Riverside

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/ Holiday	Training	Other	Total Hourly Rate
1	N/A	2,000	\$21.940	\$9.380	\$6.60	\$0.00	\$0.00	\$0.00	\$31.980
2	N/A	1,500	\$27.420	\$9.380	\$7.610	\$0.00	\$0.730	\$0.420	\$45.560
3	N/A	1,500	\$32.900	\$9.380	\$9.130	\$0.00	\$0.730	\$0.440	\$52.580
4	N/A	1,500	\$38.390	\$9.380	\$10.640	\$0.00	\$0.730	\$0.470	\$59.610
5	N/A	1,500	\$46.620	\$9.380	\$12.930	\$0.00	\$0.730	\$0.510	\$70.170

FOOTNOTE(S)

Pension -- Includes an amount equal to 3% of the Basic Hourly Rate for NEBF which is factored at the applicable overtime multiplier.

Other -- Includes amounts for LMCC (\$0.28) and AMF. Amount for AMF is equal to 0.5% of the Basic Hourly Rate and is factored at the applicable overtime multiplier.

** Predetermined Increases

Effective December 27, 2021, an increase of \$3.75 to be allocated to wages and/or employer payments

Effective December 26, 2022, an increase of \$3.75 to be allocated to wages and/or employer payments

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2021-1**Expire Date:** 12-26-2021 ****Shift:** 3**Issue Date:** 02-22-2021**Craft/Classification:** Electrician, Inside Wireman**Counties:** Riverside

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/ Holiday	Training	Other	Total Hourly Rate
1	N/A	2,000	\$24.570	\$9.380	\$7.40	\$0.00	\$0.00	\$0.00	\$34.690
2	N/A	1,500	\$30.720	\$9.380	\$7.710	\$0.00	\$0.730	\$0.420	\$48.960
3	N/A	1,500	\$36.860	\$9.380	\$9.250	\$0.00	\$0.730	\$0.460	\$56.680
4	N/A	1,500	\$43.010	\$9.380	\$10.780	\$0.00	\$0.730	\$0.500	\$64.400
5	N/A	1,500	\$52.220	\$9.380	\$13.100	\$0.00	\$0.730	\$0.540	\$75.970

FOOTNOTE(S)

EXHIBIT "A"

Pension -- Includes an amount equal to 3% of the Basic Hourly Rate for NEBF which is factored at the applicable overtime multiplier.

Other -- Includes amounts for LMCC (\$0.28) and AMF. Amount for AMF is equal to 0.5% of the Basic Hourly Rate and is factored at the applicable overtime multiplier.

** Predetermined Increases

Effective December 27, 2021, an increase of \$3.75 to be allocated to wages and/or employer payments

Effective December 26, 2022, an increase of \$3.75 to be allocated to wages and/or employer payments

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations
Office of the Director - Research Unit
P.O. Box 420603
San Francisco, CA 94142-0603

EXHIBIT "A"

Contract No.1079

**EXHIBIT B
TASK ORDER FORM SAMPLE**

B-0

MASTER PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

Elsinore Valley Municipal Water District Task Order Form		
Task No.:	Date Requested:	Order/Contract/P.O.:
Requested by:	Reference:	Authorized by:
Task Description: 1.		
Work Requested: SI will perform the following tasks: 1.		
Deliverables: 1.		
Estimated Costs:		
.		
Labor	Hours	Cost
Subtotal:		\$
Taxes:		
Total:		\$

Systems Integrated agrees to perform the above-described work in accordance with the above terms and in compliance with applicable Sections of the Master Service Agreement dated xxxxxx which will take precedence over any terms stated in this task order and any written proposal.