



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS

February 24, 2022

4:00 PM

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

ADD-ON ITEMS

APPROVAL OF AGENDA

PUBLIC COMMENT

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

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

I. PUBLIC HEARING

- A. Public Hearing Regarding Redistricting of Agency Division Boundaries as Required by Election Code Section 22000 Et Seq.

II. CONSENT CALENDAR

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

A. APPROVAL OF:

- 1. Minutes of the Regular Board Meeting of February 10, 2022
- 2. Minutes of the Regular Engineering and Operations Committee Meeting of February 7, 2022
- 3. Payment Ratification
- 4. Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Daley A and Pats Point Pump Station Rehabilitation Project
- 5. Professional Services and Authorize Expenditures for On-Call Electrical and Instrumentation and Control Services



6. Public Works Contract with SCW Contracting Corporation for the Roto Screen Drain Line at Railroad Canyon Water Reclamation Facility Project
 7. Public Works Contract with TK Construction for the Washington Avenue Lift Station Decommissioning (Phase 1) and New 18-Inch PVC Gravity Sewer Pipeline Project
 8. Public Works Contract with R.I.C. Construction Co., Inc. for the Back Basin Groundwater Treatment Plant Electrical Improvements Project
 9. Amendment No. 1 to the Professional Services Agreement with Blais & Associates, Engineering Solutions Services, and Woodard and Curran for On-Call Grant Writing and Research Services
 10. Adoption of Resolution Setting Time and Place of Public Hearing to Consider 2022-2023 Sewer Only Charges on the Tax Roll
- B. APPROVAL OF TRAVEL AUTHORIZATIONS
1. Chance Edmondson - CASA Washington DC Policy Forum
 2. Darcy Burke - CA-NV AWWA Spring Conf
- III. 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
- IV. 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.*
- V. INFORMATION ITEMS
- A. Grant Update February 2022
- 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: 895 6198 2031
Meeting Password: 92530

For Call-in Only:

Call: (720) 707 2699
Enter Meeting ID: 895 6198 2031
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.

31315 Chaney Street, Lake Elsinore, CA
Board Room

2/17/22 8:18 AM 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: February 24, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: PUBLIC HEARING REGARDING REDISTRICTING OF AGENCY DIVISION BOUNDARIES AS REQUIRED BY ELECTION CODE SECTION 22000 ET SEQ.

STRATEGIC GOAL

Build Recognized Value

RECOMMENDATION

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

1. Receive a report from the Agency's redistricting consultant on the redistricting process and permissible criteria to be considered to redraw Agency Division Election District Boundaries; and
2. Review draft maps; and
3. Conduct a Public Hearing to receive testimony and comments regarding Agency Division Boundaries; and
4. Adopt the Resolution of the Board of Directors of the Elsinore Valley Municipal Water District Adjusting Boundaries of Director Electoral Divisions

BACKGROUND

Every ten years, agencies with by-district election systems must use new census data to review and, if needed, redraw electoral division lines to reflect how local populations have changed. This process, called redistricting, ensures all divisions comply with both the California and federal Voting Rights Acts.

Requirements for redistricting include:

- Revised electoral districts must be "substantially equal in population as required by U.S. Constitution." Balance must comply with US and Calif. Constitutions and Federal Voting Rights Act (FVRA) Section 10301 of Title 52 of the United States Code, as amended. Population equality is based on total population of District residents (not customers) per U.S. Census. Incarcerated persons only counted if last known residence may be assigned to a City census block. In adjusting the

boundaries of the divisions, the board may give consideration to the following factors:

- (1) topography,
- (2) geography,
- (3) cohesiveness, contiguity, integrity, and compactness of territory, and
- (4) community of interests of the division.

This section does not apply to divisions in which only landowners vote for directors or whose directors are all elected at large or appointed.

- Boundaries shall not be drawn to favor or discriminate against a political party.
- Change of boundaries shall not affect the unexpired term of office of any elected Board member.

The Board held the first of two required public hearings on October 28, 2021. The Board also conducted a public meeting on February 2, 2022 during which time three draft map options were presented. The maps are summarized below and images, along with demographic analysis for each map, are attached. Further, an online tool for viewing the maps, with zoom and other geolocation services available can be found here:

www.google.com/maps/d/viewer?mid=1BbGx9R8hYQdpDvcD8yeINYoBKB1TFZmW&ll=33.66438220960549%2C-117.3256605&z=11 Maps are also posted on the District's website, at: www.evmwd.com/board-of-directors/division-boundary-maps.

Map Option 1 (version v1_15)

Option 1 is a population rebalance that exhibits a total deviation of 1.20%, down from the existing deviation of 17.49%. The map creates compact voting divisions, and maintains the El Cariso and Tuscany Hills communities of interest together in single divisions. It is a substantial change from the existing configuration.

Map Option 2 (version v2_Simple)

Option 2 is population balanced with a total deviation of 2.51%. It creates compact voting divisions, and while the map maintains the El Cariso community of interest, it bifurcates the Tuscany Hills community. The map substantially resembles the current division boundary configuration.

Map Option 3 (version v2 Revised)

Option 3 is population balanced with a total deviation of 7.86%. It creates compact voting divisions, preserves the core of existing divisions, move the least amount of voters from one election cycle to another, and maintains both the El Cariso and Tuscany Hills communities of interest. The map resembles the current division boundary configuration.

Following the public meeting on February 2, 2022, the Board expressed a preference for Map Option 3, and directed staff to return at the second public hearing with a Resolution finalizing selection of the map. Staff recommends adoption of the foregoing resolution and, following adoption, staff will submit the approved division boundaries to the County of Riverside.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Not Applicable.

Originated by: Terese Quintanar – Administration

Reviewed by: Christy Gonzalez – Administration

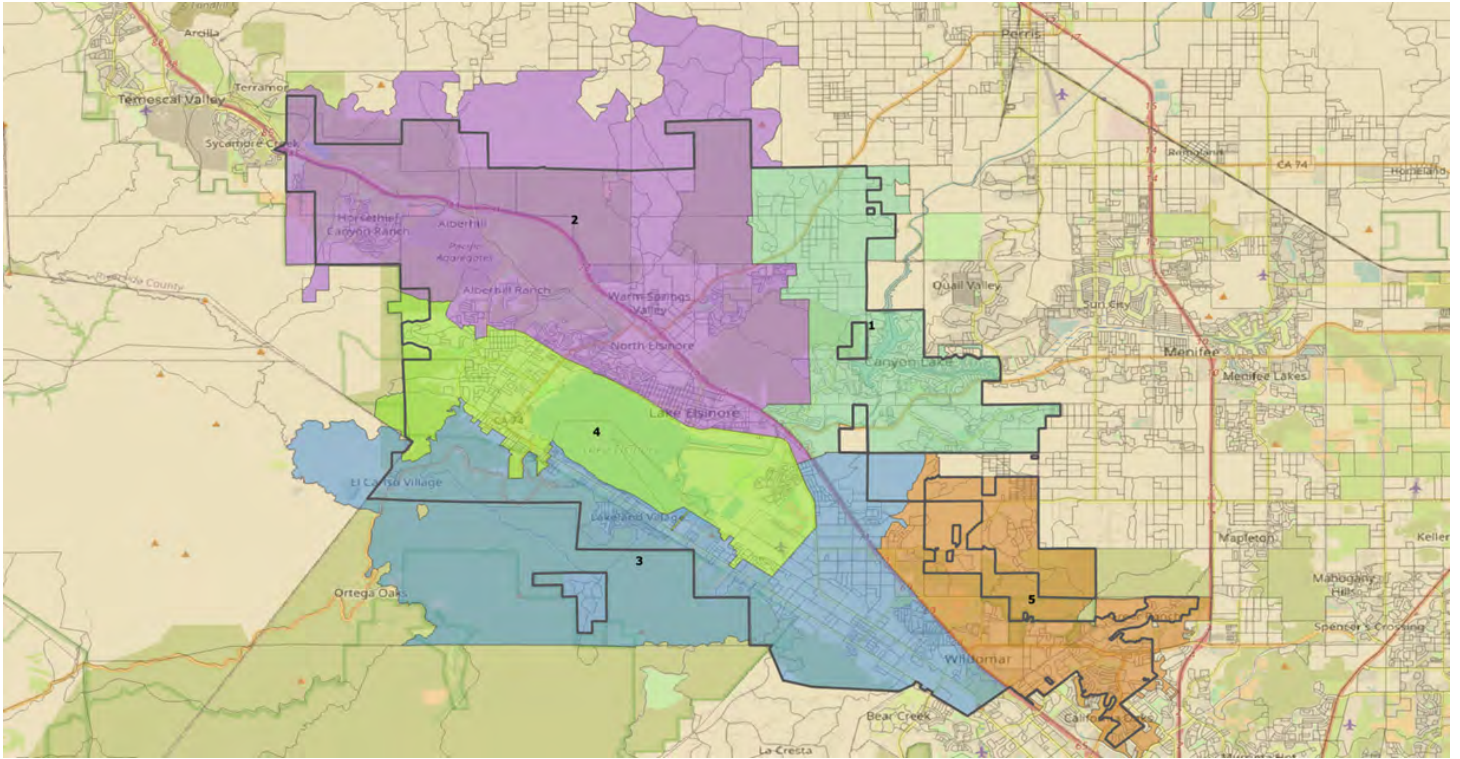
Attachments:

Proposed Map and Demographic Analysis

Resolution

Proposed Map and Demographic Analysis

Map Option 1



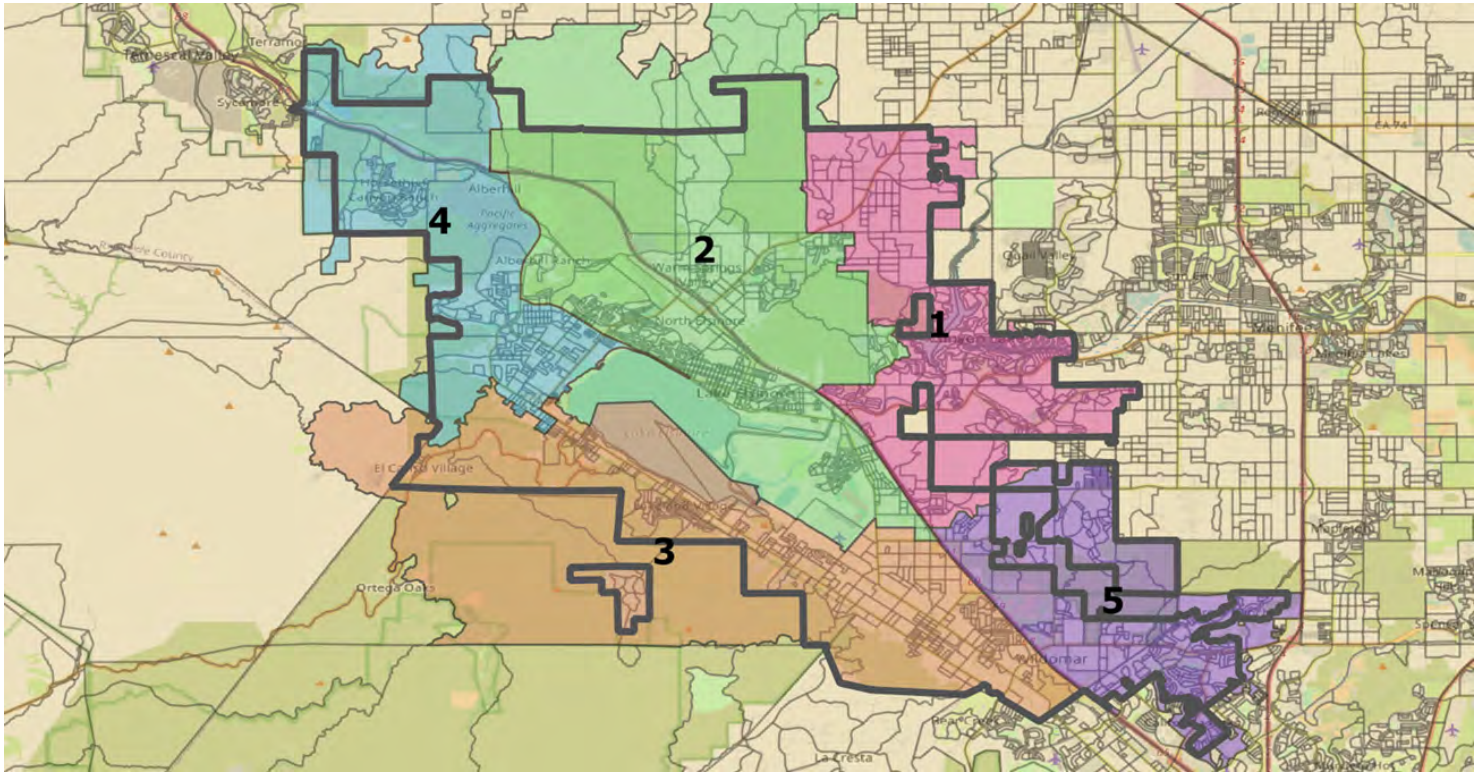
The black line represents the entire District's Boundary.

District	Total Pop	Raw Deviation	% Deviation	Latino	CVAP1 9 Total	CVAP1 9 NL White	CVAP 19 NL Black	CVAP Hispanic	CVAP19 Hispanic	CVAP1 9 NL AIAN	CVAP1 9 NL ASIAN	CVAP1 9 NL Hawaiian	CVAP1 9 NL Other
1	32,046	(12)	-0.04%	10,275	19,825	12,194	1,518	4,499	15,460	75	1,230	12	91
2	32,186	128	0.40%	17,826	19,011	7,599	1,019	8,693	10,305	40	1,084	59	92
3	32,225	167	0.52%	15,126	20,664	11,678	778	7,053	13,526	49	668	20	34
4	31,839	(219)	-0.68%	17,198	17,681	7,528	1,114	7,691	9,987	117	791	84	155
5	31,996	(62)	-0.19%	9,768	22,727	13,682	1,163	5,659	17,095	106	1,463	89	111

Total Population: 160,292
 Ideal District Population: 32,058
 Total Deviation: 1.20%

Map Option 2

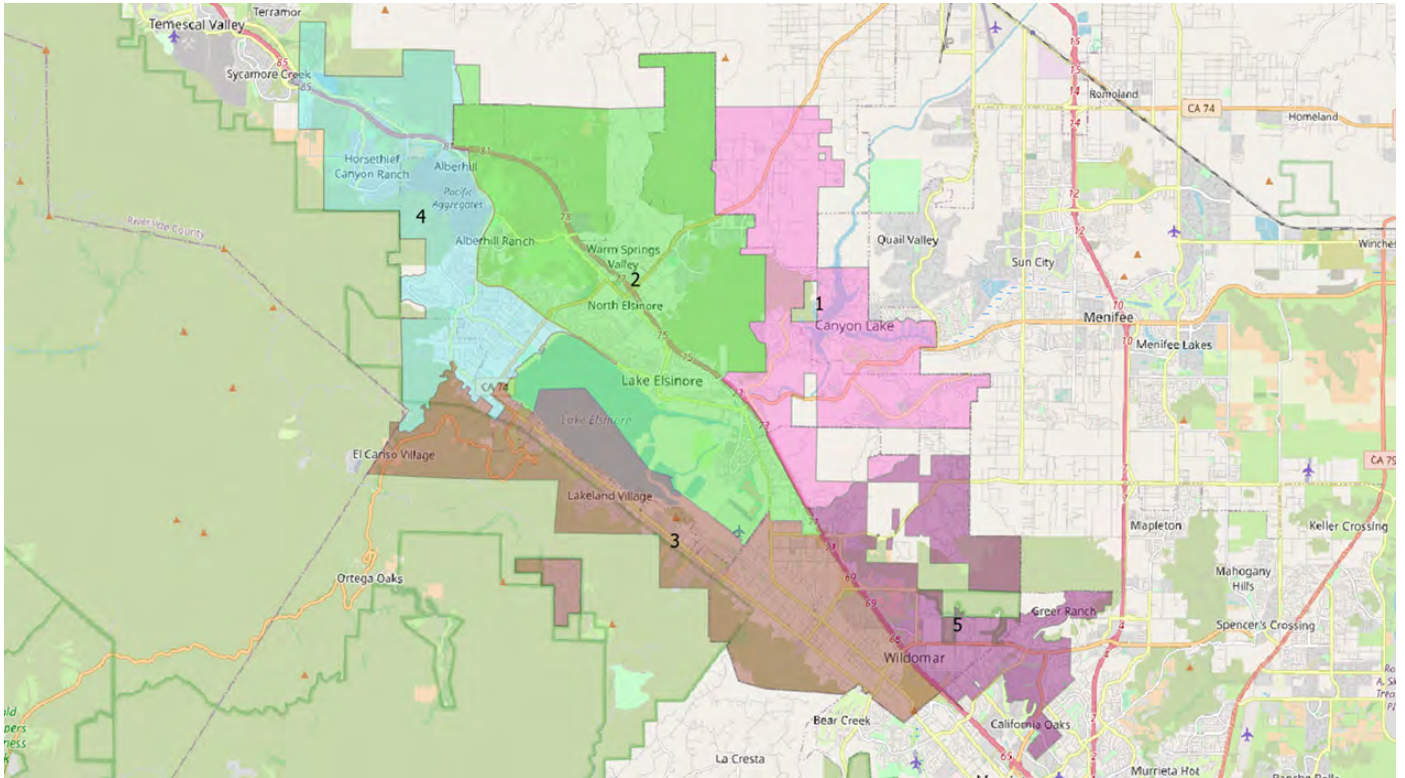
The black line represents the entire District's Boundary



Divisont	Total Pop	Raw Deviation	% Deviation	Latino	CVAP1 9 Total	CVAP1 9 NL White	CVAP 19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP1 9 NL AIAN	CVAP1 9 NL ASIAN	CVAP1 9 NL Hawaiian	CVAP1 9 NL Other
1	31,666	(385)	-1.20%	10,462	19,616	12,018	1,418	4,578	15,178	90	1,192	12	84
2	32,469	418	1.31%	18,147	16,821	6,307	1,189	7,712	9,019	17	1,013	77	87
3	32,399	348	1.09%	14,656	20,478	11,610	733	6,995	13,493	46	737	22	24
4	31,740	(311)	-0.97%	17,147	20,246	9,058	1,090	8,641	11,582	143	830	64	174
5	31,979	(72)	-0.22%	9,745	22,707	13,667	1,164	5,655	17,082	90	1,464	89	111

Total Population: 160,292
 Ideal District Population: 32,058
 Total Deviation: 2.51%

Map Option 3



Division	Total Pop	Raw Deviation	% Deviation	Latino	CVAP1 9 Total	CVAP1 9 NL White	CVAP1 9 NL Black	CVAP1 9 NL Hispanic	CVAP19 Not Hispanic	CVAP1 9 NL AIAN	CVAP1 9 NL ASIAN	CVAP1 9 NL Hawaiian	CVAP1 9 NL Other
1	33,003	939	2.93%	10,753	20,404	12,516	1,544	4,668	15,857	74	1,263	12	99
2	30,484	-1,580	-4.93%	17,528	15,644	5,596	1,054	7,462	8,112	17	931	77	72
3	32,399	335	1.05%	14,656	20,478	11,610	733	6,995	13,493	46	737	22	24
4	31,740	-324	-1.01%	17,147	20,246	9,058	1,090	8,641	11,582	143	830	64	174
5	32,692	628	1.96%	10,118	23,127	13,891	1,174	5,833	17,321	106	1,475	89	111

Total Population: 160,292
 Ideal District Population: 32,058
 Total Deviation: 7.86%

RESOLUTION NO.22-02-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
ADJUSTING BOUNDARIES OF DIRECTOR ELECTORAL
DIVISIONS

BE IT RESOLVED:

Section 1: The Board of Directors (Board) finds and determines:

- a. The U.S. Census Bureau (Bureau) is required by Article I, Section 2, of the U.S. Constitution to conduct an accurate count of the population every ten years;
- b. California Elections Code Section 22000 et seq. requires that “after each federal decennial census, and using that census as a basis, adjust the boundaries of any divisions so that the divisions are, as far as practicable, equal in population and in compliance with Section 10301 of Title 52 of the United States Code, as amended, to the extent those provisions apply;”
- c. The Elections Code requires that the Board adopt a resolution amending director divisions no later than April 17, 2022;
- d. The Board held public hearings on October 28, 2021 and February 24, 2022, and a Special Study Session public meeting on February 2, 2022, to receive public testimony relating to redistricting criteria and communities of interest, and directed staff and the District’s demographic consultant to prepare draft division plans for consideration. At the hearing on February 24, 2022, the Board selected Map Option 3 (now “the Preferred Map”), for adoption;
- e. At each of the public hearings on redistricting, the Board heard staff’s presentation relating to “communities of interest,” which led the Board to reach the following determinations about communities of interest on the Preferred Map relevant to Elsinore Valley Municipal Water District voting divisions as required under federal and state law:
 - (1) *The divisions are geographically contiguous.* The divisions are arrayed in a simple and logical form without any islands and minimal intrusions from the area of one division into another;
 - (2) *To the extent practicable, the Preferred Map respects the geographic integrity of local neighborhoods and local communities of interest.* The map redraws division lines to better align with communities of interest and most other County municipalities.

(3) *The Preferred map respects the geographic integrity of cities and census designated places, with divisions in those cities and places minimized.* The Preferred Map also respects in large part the jurisdictional boundaries of the County's other cities and special districts.

(4) *The divisions are easily identifiable and understandable by residents.* The divisions in the Preferred Map form a relatively simple pattern.

(5) *To the extent practicable, the divisions are geographically compact.* Their configurations for the most part are compact, simple shapes, with nearby populations included in the same divisions.

(6) *The divisions are balanced in terms of total population and voting age population.* The divisions are well within the one-person/one-vote deviations permitted under federal and state voting rights laws.

(7) *The divisions reviewed and considered concentrations of minority voters.* Although the above criteria could not be met within any election district with a minority-majority district (i.e., a voting district where one distinct minority population is the majority population), the election districts do represent where possible an aggregation in single districts of substantial minority population blocs to enhance the potency of that minority voting voice;

f. All information in the staff reports, maps, presentations, Board debate and public testimony referenced above is hereby incorporated into this decision and serves as evidentiary basis for these findings and legislative decision.

Section 2: Pursuant to the provisions of the Fair Maps Act of 2019 as amended in 2020, codified at California Elections Code section 21500 to 21509, after giving consideration to those provisions and applicable decisions of the courts, the Board hereby adjusts, changes, and establishes the boundaries of the director divisions as set forth on the Preferred Map considered by the Board at its public hearing on February 24, 2022, and reflected in Exhibit A, and they shall constitute and are hereby established as the boundaries of the director divisions of the Elsinore Valley Municipal Water District for subsequent elections until further readjustment is required by law.

Section 3: Notwithstanding any other provision of this chapter, and pursuant to California Elections Code section 22000, subdivision (e) (1) and (2), each of the directors in office at the time this Resolution takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified, and any vacancy in a term currently underway shall be filled based on the divisions in effect at the time the current directors were elected.

Section 4: All resolutions, or parts thereof in conflict with this resolution are hereby repealed.

Section 5: The General Manager is directed to take all necessary steps to give effect to this Resolution. If necessary to facilitate the implementation of this Resolution,

the General Manager or his or her designee is authorized to make technical adjustments to the division boundaries that do not substantively affect the populations in the divisions, the eligibility of candidates, or the residence of elected officials within any division. The General Manager shall consult with District General Counsel concerning any technical adjustments deemed necessary and shall advise the Board of any such adjustments required in the implementation of the divisions.

Section 6: This Resolution is adopted following two noticed public hearings as required by Elections Code section 22001 and shall take effect and be in full force immediately upon adoption.

PASSED and ADOPTED this 24th day of February 2022.

Darcy M. Burke, 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

Exhibit A
Map of Division Boundaries

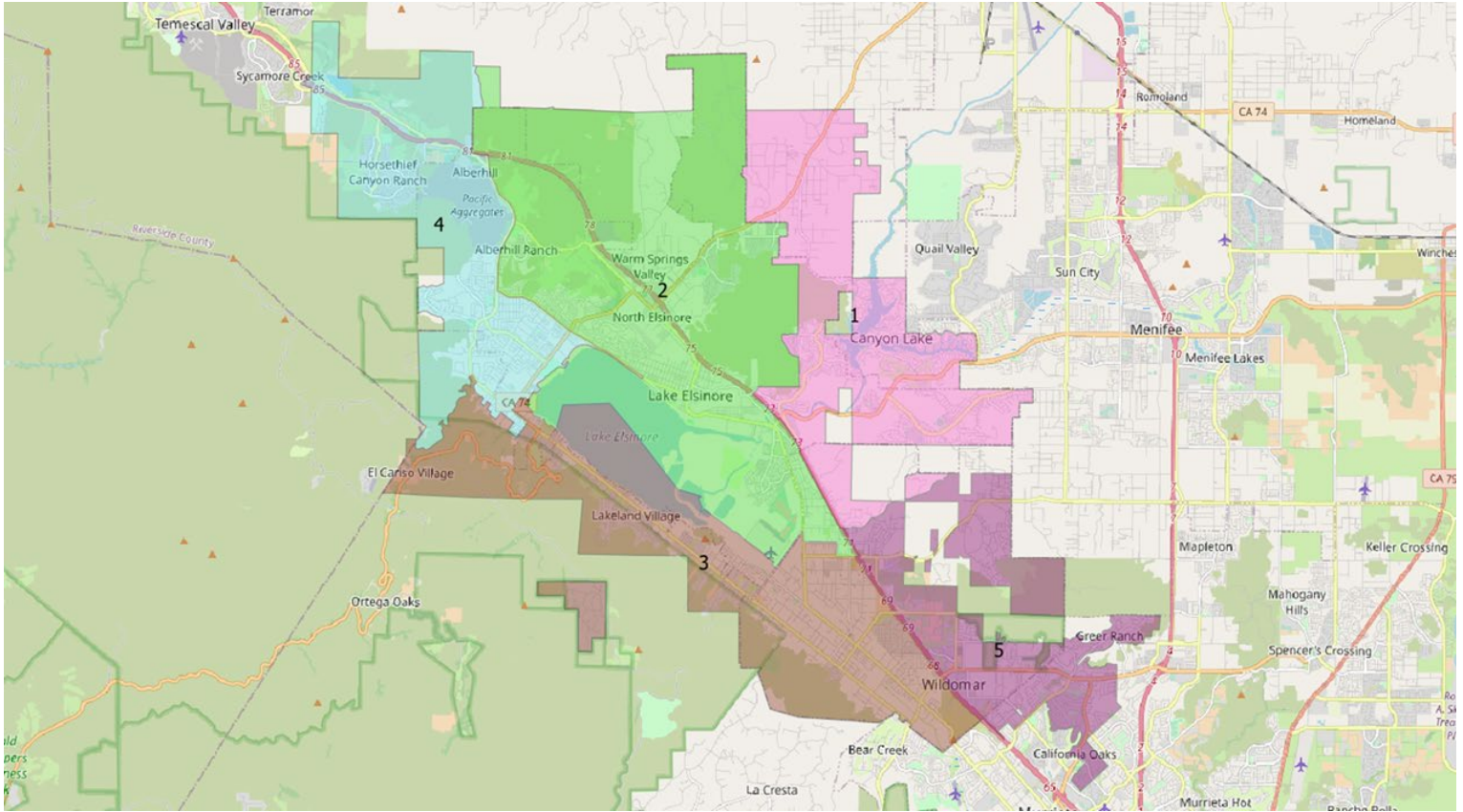
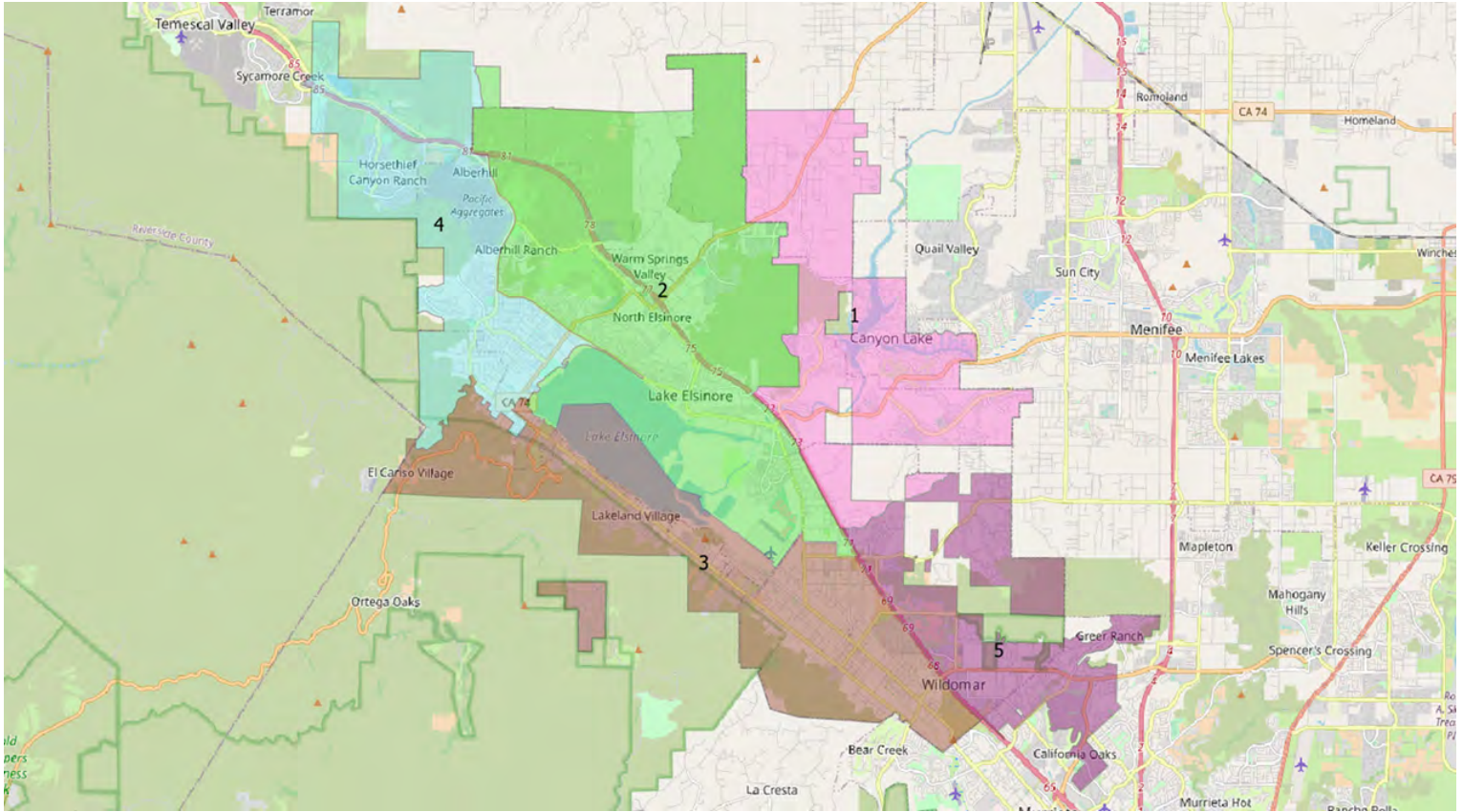


Exhibit A
Map of Division Boundaries



**MINUTES
REGULAR MEETING OF THE BOARD
OF DIRECTORS OF ELSINORE VALLEY
MUNICIPAL WATER DISTRICT
THURSDAY, FEBRUARY 10, 2022**

The Regular 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 and Assembly Bill 361.

Directors Present

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

Staff Present

Greg Thomas, General Manager
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Operations
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
Jennifer Dancho, Director of Human Resources
Greg Morrison, Government Relations Officer
Tim Collie, Water Operations Manager
Parag Kalaria, Water Resources Manager
David Smith, Maintenance Manager
Jessie Arellano, Wastewater Operations Manager
Scott Thompson, Accounting Manager
Matt Bates, Engineering Manager
Christina Henry, Community Relations Manager
Bonnie Woodrome, Community Affairs Supervisor
Shawnele Morelos, Principal Engineer- Capital Projects
Kelia Jones, Engineering Project Coordinator
Kaitlyn Wu, Community Affairs Specialist
Haley Munson, Community Affairs Specialist
Jessie Arellano, Wastewater Operations Manager
Christina Bachinski, Sr. Development Services Representative
Natalee Dee, Accountant III
Serena Johns, Sr. Management Analyst

Others Present

Poster Contest winners, family, and teachers

Mrunal Mehta Shah, Best, Best & Krieger

Adam Bauer, Fieldman Rolapp

Public

CALL TO ORDER

The meeting was called to order by President Burke at 4:00 p.m.

APPROVAL OF AGENDA

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

Item I.0 BUSINESS ITEM**Item I.A EVMWD Poster Contest Recognition**

For more than twenty years, EVMWD has provided poster contests as a way for students in the community to engage with water education in a fun, hands-on way. This year's poster contest theme was "Water is Life – Use it Wisely." The contest included students from grades K-5, with participation of over 3,200 students from 18 schools in the district.

Kaitlyn Wu, Community Affairs specialist, presented this item and trophies were handed out to the poster contest winners. Photos were taken with Elsinore Eddie and the Board of Directors.

Director Williams commented that the poster recognition is a highlight of the year and provides a ray of hope knowing all the talent that is out there. Vice President Morris congratulated the students and thanked everyone for attending. Director Edmondson also participated in the judging contest and thanked parents, teachers, and students for attending. Director Ryan thanked Ms. Wu on the success of the program. President Burke relayed her appreciation for their time and efforts and commented on how creative and unique the posters were. She thanked everyone for attending.

PUBLIC COMMENTS

Mr. Timothy Dolan, property owner since 1980, commented that his water usage is only 748 gallons, less than 3\$ per month, and was questioning the \$29 service charge that is applied. He is concerned because he feels his water bill is too high and wants to know how to get the detailed information on the service charge. Director Burke referred his question to Mr. Hartwig, who stepped out to speak with Mr. Dolan and provide information.

Opportunity was provided to the public to make public comments throughout the duration of the meeting.

Item II.0 - CONSENT CALENDAR,
Minute Orders #5681-
Resolution Nos. 22-02-01 to 22-02-05

- A. APPROVAL OF:
1. Minutes of the Regular Board Meeting of January 27, 2022
 2. Minutes of the Regular Finance and Administration Meeting of January 18, 2022
 3. Payment Ratification Report
 4. Adoption of Resolution Reaffirming and Extending Findings and Determinations Under AB 361 for Continued Virtual Meetings (*Reso. No. 22-02-01*)
 5. Amendments to Administrative Code Sections 300 and 700 (*MO #5681*)
 6. Proposed Formation of Lakeside Community Facilities District (CFD) 2022-1 (*Reso. Nos. 22-02-02 and 22-02-03*)
 7. Proposed Formation of Echo Ridge Community Facilities District (CFD) 2022-2 (*Reso. Nos. 22-02-04 and 22-02-05*)

A motion was made by Director Williams, seconded by Vice President Morris, and carried unanimously to:

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

Item III. A GENERAL MANAGER'S REPORT

Mr. Thomas reported that Lenai Hunter, Regulatory Compliance Specialist, was recently selected Chair of the Santa Ana River Discharge Association. He complimented her leadership and involvement in the industry. He then reported that the recent dam inspections have been cleared with no issues. Thanks to Supervisor Jeffries' office, funding has been approved in the amount of \$8.6M for sewer extension along Highway 74, from Ethanac to Lake Elsinore, and \$600K for the Lake Village Community Center Septic to Sewer Conversion Project. Staff is also working to potentially acquire \$3M in funds for sewer projects in the Lakeland Village area.

Governor Newsom is expected to lift the mask mandate on February 15, 2022, and has extended the paid sick leave until September 30, 2022. Currently EVMWD's policy expires on June 30, 2022, and will now be extended an additional three months.

Item III. B LEGAL COUNSEL'S REPORT

Mr. Anderson provided a highlight of several Delta litigation matters, referring to a report also circulated to the Board earlier in the day.

President Burke noticed that several environmental groups were suing based on the twin tunnel plan and were trying to recoup their attorney fees. Mr. Anderson commented that under the Federal Endangered Species Act, if you are a citizen or

an environmental group and sue the federal government and prevail, then you are entitled to a reasonable amount of attorney's fees determined by the judge.

Item III. C BOARD COMMITTEE REPORTS

Director Edmondson reported on his attendance of the Meeks & Daley Board meeting and the Lake Elsinore Student of the Month ceremony. He also attended a meeting for Supervisor Karen Spiegel and requested that a meeting be set up to introduce her to the District and the Board. At the City of Wildomar meeting, their redistricting maps were approved. He reported on the Engineering and Operations Committee meeting where five contracts were reviewed and will be coming to the Board for approval. Copies of the biannual budget report and the 2021 ACFR were reviewed, and he complimented the District's transparency.

Director Ryan reported on his attendance of the Engineering and Operations Committee meeting and the CalDesal virtual conference. He reported on several anticipated hearings that he opined should be part of our strategy for supporting each other on water resiliency and urged continued involvement with the meetings. The public hearings will be for Huntington Beach Desal and Doheny Desal with the Coastal Commissions and the State Water Control Board. It was requested that Mr. Thomas provide follow-up on how testimony is provided at the two upcoming hearings, March 17 and March 9, 2022. He also suggested review of information presented at the conference by Jim Wunderman at a future Study Session.

Vice President Morris attended the Wildomar City Council and spoke on behalf of the District about our conservation programs, specifically the turf program. ARPA funding was also discussed. Their maps were approved, and he provided them an update on the status of our Division Redistricting progress.

Director Williams reported that he has been working with Supervisor Jeffries' office. Large grants received for the Meadowbrook area is great news but will result in more development and a higher demand on our water system. He applauded the efforts of finding water resiliency within our projects being reviewed.

President Burke attended the Canyon Lake Roundtable meeting, and special recognition was given to staff for working with the Canyon Lake Property Owners Association on a variety of items, including the paving project, solar installation, and training with the Fire Department. The status of our Division Boundary review and adjustment process was discussed at the Canyon Lake City Council meeting. They are looking forward to the joint meeting on March 31, 2022. It was also mentioned that there is a budget deficit due to the new fire station and department launch, however, it is significantly less than what they had predicted. The Canyon Lake Fire Station will have an open house on February 26th at 11:00 a.m. The City also reflected back on their goals, and the next big item will be issuing cannabis licenses.

President Burke also attended the MWD Board meeting, where the majority of the meeting was about ethnic conflict. Most of the comments were very contentious, and she wanted to make sure that they are looking out for the best interest of our

ratepayers and community. She felt water reliability is important and stressed the need to support our regional Metropolitan directors and make sure they are knowledgeable about the needs of our District.

Item IV.0 DIRECTOR’S COMMENTS AND REQUESTS

Director Morris commented that the City of Wildomar currently has two cannabis stores open, and between the fees and sales tax they estimate \$600K in income. It may help Canyon Lake while considering what kind of income they could potentially receive from a cannabis store in that City.

Director Ryan commented with all the distractions at MWD, it is all the more reason to concentrate on the end goal and move forward regionally.

Director Edmondson requested an update from Mr. Thomas on the outcome of Mr. Dolan’s public comment. He also commented that as a Wildomar resident, he appreciates Director Morris’s comments keeping us all informed at the Wildomar City Council meetings.

Item VI.0 ADJOURNMENT

The meeting was adjourned at 4:57 p.m.

Darcy M. Burke, 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
ENGINEERING AND OPERATIONS COMMITTEE
Regular Meeting
February 7, 2022

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 and Assembly Bill 361.

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
 Christy Gonzalez, Executive Assistant/Deputy Board Secretary
 Susie Evans, Sr. Executive Assistant
 Jase Warner, Director of Operations
 Jason Dafforn, Director of Engineering and Water Resources
 Matthew Bates, Engineering Manager
 Parag Kalaria, Water Resources Manager
 David Smith, Maintenance Manager
 Tim Collie, Engineering Project Coordinator
 Jessie Arellano, Wastewater Operations Manager
 Greg Morrison, Government Relations Officer
 Nelson Nuezca, Principal Engineer – Capital Projects
 Andrea Kraft, Assistant Engineer
 Kelia Jones, Engineering Project Coordinator

Public Present

Sam Barclay

CALL TO ORDER

Director Edmonson 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. Public Works Contract with R.I.C. Construction Co., Inc. for the Back Basin Groundwater Treatment Plant Electrical Improvements Project** –Back Basin Groundwater Treatment Plant (BBGWTP) was constructed in 2009 and is located along Malaga Road in the City of Lake Elsinore.

On September 26, 2019, the Board of Directors awarded a Professional Services Agreement for Engineering and Design services to Infrastructure Engineering Corporation (IEC) for the Back Basin Groundwater Treatment Plant Filters 5 and 6 Rehabilitation Project. A portion of IEC's scope included development of plans and specifications for converting the treatment plant from temporary power to permanent power per Southern California Edison (SCE) requirements.

The work includes a new switch board and coordination with SCE to install a new permanent electric service meter and associated conduit and wires dedicated to BBGWTP. Currently BBGWTP is serviced through a temporary power meter. The contractor will work closely with SCE throughout construction.

The Back Basin Groundwater Treatment Plant Electrical Improvements Project was advertised for bid on December 6, 2021 via PlanetBids. On January 10, 2022, R.I.C. Construction Co., Inc. submitted a bid in the amount of \$127,195.00. Staff performed a detailed review of the bid documents and checked references. Based on staff's analysis, R.I.C. Construction Co., Inc. is determined to be the lowest, responsive, and responsible bidder.

Staff plans to present this item at the February 24, 2022 Board of Directors Meeting to recommend award of a Public Works Contract with R.I.C. Construction Co., Inc. in the amount of \$127,195.00. This item, including overhead of \$636.00, as well as staff time (135 hours) & fringe benefits of \$28,208.00, totals \$156,039.00.

Mr. Bates confirmed this project is within budget and within the amount expected. This project was planned for in the current budget cycle.

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

- 2. Public Works Contract with TK Construction for the Washington Avenue Lift Station Decommissioning (Phase 1) and New 18-Inch PVC Gravity Sewer Pipeline Project** - In 1988, the District entered into an agreement with Rancho California Water District (RCWD) for treatment and disposal of wastewater for the California Oaks development located in the Southern Service Area of EVMWD. The Agreement was set to expire in 2016.

In 2014, EVMWD, Western Municipal Water District (WMWD), and RCWD's Board of Directors adopted a resolution for the intent to form a Joint Powers Authority (JPA). The formation of a JPA presented the opportunity for EVMWD and WMWD to be involved in the governance and operations of the Santa Rosa Water Reclamation Facility (SRWRF), with the goal of controlling costs and improving

efficiency. Additionally, forming the JPA provided the opportunity for EVMWD to divert additional wastewater flows to SRWRF, resulting in additional operational cost reductions.

On November 12, 2015, the EVMWD Board of Directors approved Resolution 15-11-02 forming the Santa Rosa Regional Resources Authority (SRRRA) JPA. The SRRRA JPA is responsible for the collection, transmission, treatment, and disposal of wastewater from its member agencies. EVMWD has the right to discharge an average of 2,000,000 gallons per day (gpd) of wastewater to SRRRA. EVMWD currently discharges approximately 800,000 gpd.

In 2019, EVMWD developed a phased Capital Improvement Program necessary to transfer additional wastewater flows to SRRRA to maximize its treatment capacity. The evaluation identified the Washington Avenue Lift Station (WALS) Bypass as the first project. WALS was constructed in 2009 and is located along Palomar Street at the border of the City of Wildomar and Murrieta. WALS currently conveys sewer from EVMWD's Southern Section to the Regional Water Reclamation Facility.

The WALS Bypass project consists of installing approximately 55 feet of 18-inch pipe immediately adjacent to the facility. Once the project is completed, an additional 125,000 gpd will be conveyed for treatment by SRRRA.

The Project design plans and specifications were completed in-house by EVMWD staff. The design was approved in November 2021.

The Project was advertised for bid on December 7, 2021 via PlanetBids. On January 12, 2022, 4 prequalified bidders submitted bids and C.P. Construction was deemed non-responsive due to an incomplete bid submission.

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

Staff plans to present this item at the February 24, 2022 Board of Directors Meeting to recommend award of a Public Works Contract with TK Construction in the amount of \$413,490.00. This item, including overhead of \$2,067.00, as well as staff time (220 hours) & fringe benefits of \$38,574.00, totals \$454,131.00.

Director Edmondson questioned why C.P. Construction was considered a nonresponsive bid. Mr. Bates responded that although they had the lowest bid, they did not submit a bid bond. Regarding the disparity between the lowest bidder and the other bidders, Mr. Bates confirmed that the contractor is a prequalified bidder and references were checked.

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

3. **Public Works Contract with SCW Contracting Corporation for the Roto Screen Drain Line at Railroad Canyon Water Reclamation Facility Project –** This project entails two components; the roto screen and storm drain issues at the Railroad Canyon Water Reclamation Facility. There is an existing 4-inch drain line between the roto screen and sump pit that experiences recurring issues with clogging and requires continual maintenance. To resolve the clogging, the RRCWRF Roto Screen Drain Line Project proposes to upsize the drain line to an 8-inch diameter pipeline and add two cleanout appurtenances to facilitate cleaning. The Project will also help to mitigate sewer overflows and improve maintenance ability.

Additionally, there are storm water drainage issues along steep slopes to the north of the recycled water ponds. This drainage needs to be redirected away from the recycled water ponds to an onsite drainage facility. To divert the storm water, the Project proposes to install drainage improvements along the slope and permanent erosion control measures.

The Project was advertised for bid on December 8, 2021 via PlanetBids. On January 18, 2022, two prequalified bidders submitted bids by the deadline. Staff performed a detailed review of the bid documents and checked references. Based on staff's analysis, SCW Contracting Corporation is determined to be the lowest, responsive, and responsible bidder.

Staff plans to present this item at the February 24, 2022 Board of Directors Meeting to recommend award of a Public Works Contract with SCW Contracting Corporation in the amount of \$419,250.00. This item, including overhead of \$2,096.00, as well as staff time (175 hours) & fringe benefits of \$32,264.00 totals \$453,610.00.

Confirming to Director Edmondson, the second bidder was deemed non-responsive due to their bid bond. Mr. Bates also confirmed that the project cost is within budget and within the amount expected.

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

4. **Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Daley A and Pats Point Pump Station Rehabilitation Project –** The Elsinore Valley Municipal Water District's (EVMWD) water system is comprised of 748 miles of pipe, 72 reservoirs, and 57 pump stations, all of which, require ongoing maintenance to provide reliable service to our customers. To improve and maintain system reliability, it is important to continuously upgrade facilities and bring them to current District standards. Daley A Pump Station (Daley A) and Pats Point Booster Station (Pats Point) are two such facilities where failures have occurred, and safety concerns exists.

Both facilities were installed in the 1980's and are recommended for replacement in EVMWD's 2016 Water System Master Plan.

Daley A is located in the City of Wildomar along Lemon/Lost Street on the eastside of the I-15 Freeway. Daley A has experienced multiple issues in the last year including at least five leaks requiring the replacement of valves and piping. These emergency repairs were intended as temporary solutions until permanent repairs could be made. Daley A is currently located in a low point that creates a potential for flooding. The continuous submergence in groundwater has accelerated pipe corrosion and caused leaks. Flooding will continue to occur at this location and other leaks may occur until this pump station is relocated.

Pats Point is located in EVMWD's Temescal Division along Lawson Road on the westside of the I-15 Freeway. The concern at Pats Point is related to safety issue due to the underground vault. The Southern California Edison electric meter, pumps, and electrical equipment are all underground and susceptible to flooding, causing significant safety hazards.

Due to similar project scopes, staff combined both Projects into a single Request for Proposal to maximize project management and design efficiencies. The project will focus on relocating both facilities to meet current District standards.

On November 30, 2021, the District solicited proposals for design services for the Daley A and Pats Point Pump Station Rehabilitation Project. On January 11, 2022, four (4) proposals were received by the deadline. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and project understanding, staff concluded that Kimley-Horn and Associates, Inc. is most qualified.

Staff plans to present this item at the February 24, 2022 Board of Directors Meeting to recommend award of a Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of \$314,916.00. This item, including overhead of \$1,575.00, as well as staff time (235 hours) & fringe benefits of \$41,910.00 totals \$358,401.00.

Confirming to Director Edmondson, construction funds are budgeted for next year to complete both projects.

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

5. **Professional Services and Authorize Expenditures for On-Call Electrical and Instrumentation and Control Services** – The District utilizes on-call electrical and instrumentation and control (I&C) services to support Capital Improvement Program (CIP) and developer projects. Both CIP and developer projects require electrical and I&C support to perform tasks such as plan checking services, constructability reviews, shop drawing and submittal reviews, inspection, oversight

of startup and testing, and preparing technical specifications. The District is limited with staff availability for electrical and I&C support; therefore, external resources are utilized to maintain and verify compliance with District Standards, the National Electrical Code, and the California Building Standards Code.

On September 26, 2019, the Board of Directors awarded a Professional Services Agreement to Rockwell Construction Services, LLC (Rockwell) in the amount of \$150,000 for services similar in nature. Rockwell's task allocation has averaged approximately \$50,000 per year and their contract is fully committed. Rockwell provides quality services to the District and their recent involvement has been instrumental to the success of both CIP and developer projects.

On December 7, 2021, the District solicited proposals for on-call electrical and instrumentation and control services with the intention to award contracts to up to two (2) firms and on January 17, 2022, five (5) proposals were received by the deadline. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and understanding of the required services, staff concluded that Rockwell Construction Services, LLC and The Engineering Partners, Inc. are most qualified.

Staff plans to present this item at the February 24, 2022 Board of Directors Meeting to recommend award of a Professional Services Agreements with Rockwell Construction Services, LLC and The Engineering Partners, Inc., as well as authorization for expenditures not to exceed a cumulative total of \$200,000 amongst the aforementioned consultants for the contract term of one (1) year, with optional extensions up to three (3) additional one-year terms in the total amount of \$200,000.

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

6. **Operations Department Quarterly Update-** Mr. Arellano presented on the Wastewater Operations Division update and highlighted the Railroad WRF effluent pond cleaning, replacement breathing air compressor and fill station, Gray Fox Lift Station pump base replacement, and the Robards Lift Station force main repairs. When billing the developer for these repair costs, an itemized bill will be provided. Director Edmondson appreciates these detailed costs and felt it makes the District much more transparent.

Mr. Collie presented on the Water Operations Division update and highlighted the Canyon Lake Fire Department tour and training. Director Edmondson appreciated the time spent, and commented on the road to access the dam, and plant construction. He suggested an annual refresher training be coordinated through the Fire Department.

Mr. Smith presented on the Maintenance Division updates, highlighting the Rosetta 1 Booster repairs due to a fallen tree, Canyon Lake Ponds tree removal, Machado

Well Chemical Tank pad, BBGWTP chemical vent piping, graffiti repairs, Mayhew Well liner installation, RRCWRF Aeration Blower System, RWRF Train B Aerator Failure and Recovery, and Gray Fox Lift Station repairs.

7. **Consider Items for Board Review** – Agenda Items 1-5 will be presented for consideration of approval on February 24, 2022.
8. **Discuss Future Agenda Items** – There were none.
9. **Other** – There were none.
10. **Adjourned at 4:29 p.m.**



Payment Ratification Report

Cash Disbursements for 01/28/2022 through 02/10/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
ACH					
8114	02/03/2022	ALBERT A. WEBB ASSOCIATES	ON-CALL INSPECTION SERVICES	ACH	26,867.50
8115	02/03/2022	CALIFORNIA WATER TECHNOLOGIES	CHEMICALS	ACH	8,047.94
8116	02/03/2022	FERGUSON WATERWORKS #1082	WATERWORKS INVENTORY SUPPLIES	ACH	9,153.44
8117	02/03/2022	GLOBAL POWER GROUP INC	RADIATOR REPAIRS AT LONGHORN LIFT	ACH	7,013.11
8118	02/03/2022	HACH COMPANY	CHEMICALS, CONTROLLERS, ANALYZERS & ADAPTERS	ACH	16,069.23
8119	02/03/2022	HILL BROTHERS CHEMICAL CO	CHEMICALS	ACH	1,196.95
8120	02/03/2022	INFRASTRUCTURE ENGINEERING COR	TOMLIN PIPELINE REPLACEMENT	ACH	27,439.49
8121	02/03/2022	J&L CONSTRUCTORS INC.	SINGLE CHECK BACKFLOW DEVICE REPLACEMENT PHASE 2 PROJECT	ACH	58,262.56
8122	02/03/2022	MURRIETA/WILDOMAR CHAMB OF COM	STRATEGIC PARTNERSHIP 2022	ACH	4,000.00
8123	02/03/2022	NURSERY PRODUCTS	BIOSOLIDS HAULING AND DISPOSAL - DEC 2021	ACH	93,259.78
8124	02/03/2022	REGAN PAVING	ASPHALT PAVING	ACH	71,895.00
8125	02/03/2022	SOFTCHOICE CORPORATION	NIMBLE SUPPORT HP	ACH	19,848.29
8126	02/03/2022	SOUTHERN CA FLEET SERVICES INC	FLEET MAINTENANCE - JAN 2022	ACH	3,198.00
8127	02/03/2022	STANLEY CONVERGENT SECURITY	MAINTENANCE & MONITORING CHARGES - FEB 2022	ACH	1,656.70
8128	02/03/2022	TRI COUNTY PUMP COMPANY	COTTONWOOD PUMP REBUILD AND REPAIRS	ACH	23,830.36
8129	02/03/2022	TRL SYSTEMS	RWRF EXPANSION SECURITY PROJECT	ACH	11,827.52
8130	02/03/2022	WEBER WATER RESOURCES CA LLC	MAYHEW WELL EMERGENCY REPAIRS & IMPROVEMENTS	ACH	135,125.86
8131	02/03/2022	WEST YOST & ASSOCIATES, INC.	UPPER TEMESCAL VALLEY SNMP IMPLEMENTATION	ACH	38,211.67
8132	02/10/2022	AMERICAN LABOR POOL	TEMPORARY PERSONNEL	ACH	2,156.00
8133	02/10/2022	HACH COMPANY	CHEMICALS	ACH	558.54
8134	02/10/2022	HELIX ENVIRONMENTAL PLANNING	REGIONAL AGRICULTURE CONVERSION PROJECT	ACH	2,242.70
8135	02/10/2022	HILL BROTHERS CHEMICAL CO	CHEMICALS	ACH	1,458.22
8136	02/10/2022	INFOR	INFOR DATA TRANSFER & ETL TOOL	ACH	6,240.00
8137	02/10/2022	INFOSEND	BILLING PROCESSING - DEC 2021	ACH	17,223.55
8138	02/10/2022	INFRASTRUCTURE ENGINEERING COR	TOMLIN PIPELINE REPLACEMENT	ACH	67,248.50
8139	02/10/2022	NORTHSTAR CHEMICAL	CHEMICALS	ACH	29,457.39
8140	02/10/2022	PINNACLE PETROLEUM INC	UNLEADED & DIESEL FUEL	ACH	25,747.49
8141	02/10/2022	US BANK	P-CARD PURCHASES - JAN 2022	ACH	111,285.93
CHECKS					
250059	02/03/2022	AMERIGAS TEMECULA	PROPANE - DEC 2021	CHECK	1,991.38
250060	02/03/2022	AYALA ENGINEERING	ON-CALL SEWER MAINTENANCE	CHECK	6,320.00
250061	02/03/2022	CDM CONSTRUCTORS INC	HORSETHIEF CANYON EXPANSION	CHECK	761,850.00
250062	02/03/2022	CORE & MAIN LP	INVENTORY SUPPLIES	CHECK	632.22
250088	02/03/2022	GAGE CANAL CO INC	CARRYING RIGHTS - FEB 2022	CHECK	5,000.00



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250089	02/03/2022	INTEGRA REALTY RESOURCES	APPRAISAL SERVICES	CHECK	7,500.00
250090	02/03/2022	JIG CONSULTANTS	DESIGN SERVICES FOR RANSPOT & PEELER PIPELINE REPLACEMENT	CHECK	1,350.00
250091	02/03/2022	KC GRAPHICS	BUSINESS CARDS	CHECK	3,566.71
250092	02/03/2022	KELSOE & ASSOCIATES, INC	ON-CALL SURVEYING SERVICES	CHECK	600.00
250093	02/03/2022	MEEKS AND DALEY WATER CO	M&D STOCK ASSESSMENT - FIXED & VARIABLE	CHECK	218,302.37
250094	02/03/2022	PITNEY BOWES-RESERVE ACCOUNT	REPLENISH POSTAGE METER	CHECK	2,000.00
250095	02/03/2022	RAYNE WATER CONDITIONING INC	WATER SOFTENER	CHECK	68.50
250098	02/03/2022	REEB GOVERNMENT RELATIONS, LLC	JANUARY 2022 RETAINER	CHECK	8,000.00
250099	02/03/2022	ROCKWELL CONSTRUCTION SERVICES	ON-CALL ELECTRICAL	CHECK	1,920.00
250100	02/03/2022	SANCON TECHNOLOGIES, INC	MANHOLE REHABILITATION FY 2021	CHECK	9,273.53
250101	02/03/2022	SANTA ROSA RGNL RES AUTHORITY	MONTHLY SHARE COST - MARCH 2022	CHECK	126,392.08
250102	02/03/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE - DEC 2021 & JAN 2022	CHECK	126,189.99
250103	02/03/2022	STATE WATER RESOURCES CONTROL	PERMIT REGISTRATION FOR HORSETHIEF CANYON WATER RECLAIM	CHECK	808.00
250104	02/03/2022	SUPERIOR READY MIX CONCRETE LP	CONCRETE, CONCRETE SLURRY & DELIVERY	CHECK	2,651.90
250105	02/03/2022	TIME WARNER CABLE	CABLE SERVICE -JAN 2022	CHECK	56.45
250106	02/03/2022	VERIZON BUSINESS	REMOTE PHONE LINES INCLUDING EQ ALARMS - JAN 2022	CHECK	31.78
250107	02/03/2022	WASTE MANAGEMENT	WASTE & RECYCLING - FEB 2022	CHECK	121.82
250108	02/03/2022	WATER SYSTEMS CONSULTING, INC.	AS-NEEDED HYDRAULIC MODELING	CHECK	900.00
250109	02/10/2022	ACCURATE MEASUREMENT SYSTEMS	FLOWMETER	CHECK	6,151.47
250110	02/10/2022	CALIFORNIA BANK & TRUST	ESCROW ACCOUNT FOR KAY CONSTRUCTION	CHECK	2,828.50
250111	02/10/2022	CALIFORNIA HIGHWAY PATROL	POLICE REPORT	CHECK	10.00
250112	02/10/2022	CALIFORNIA HIGHWAY PATROL	POLICE REPORT	CHECK	10.00
250113	02/10/2022	CALIFORNIA HIGHWAY PATROL	POLICE REPORT	CHECK	10.00
250114	02/10/2022	CALIFORNIA NEWSPAPERS PARTNERSHIPS	ADVERTISEMENT - JAN 2022	CHECK	1,478.00
250115	02/10/2022	CITY OF CANYON LAKE	JAN 2022 UTILITY TAX	CHECK	24,093.40
250116	02/10/2022	CR AND R INCORPORATED	WASTE & RECYCLING - FEB 2022	CHECK	3,624.46
250142	02/10/2022	LAGUNA VAULT, LLC	DOCUMENT STORAGE	CHECK	384.04
250143	02/10/2022	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	CHECK	141.57
250144	02/10/2022	FIRST AMERICAN EQUIPMENT FINANCE	COMPUTER LEASE - MARCH 2022	CHECK	8,507.01
250145	02/10/2022	FRONTIER CALIFORNIA INC.	REMOTE PHONE LINES INCLUDING EQ ALARMS - FEB 2022	CHECK	362.74
250146	02/10/2022	GEOSCIENCE	NEAR TERM WATER SUPPLY PROGRAM	CHECK	30,563.00
250147	02/10/2022	GREATAMERICA FINANCIAL SERVICE	COPIER LEASE - JAN 2022	CHECK	1,278.72
250148	02/10/2022	KAY CONSTRUCTION	PECK AND CHESNUT STREET SEWER REPLACEMENT	CHECK	53,741.50
250149	02/10/2022	LINCOLN NATL LIFE INS COMP	LIFE/AD&D/LTD INSURANCE FEB 2022	CHECK	42.04
250150	02/10/2022	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00



Payment Ratification Report

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250151	02/10/2022	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
250152	02/10/2022	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
250153	02/10/2022	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
250154	02/10/2022	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
250155	02/10/2022	SAFETY KLEEN SYSTEMS INC	INDUSTRIAL SERVICE & SUPPLIES	CHECK	1,621.43
250156	02/10/2022	SO CAL GAS	GAS SERVICE - JAN 2022	CHECK	7,209.66
250157	02/10/2022	SOUTH COAST WATER	1040 MB DI USAGE	CHECK	40.00
250158	02/10/2022	SOUTH COAST WATER	WATER SOFTENER	CHECK	154.00
250159	02/10/2022	SOUTHERN CALIFORNIA EDISON	SERVICE REQUEST FOR NEW METER & SERVICE	CHECK	545.60
250160	02/10/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE - JAN 2022	CHECK	437,975.44
250161	02/10/2022	SPOK INC	PAGER SERVICE - FEB 2022	CHECK	154.13
250162	02/10/2022	SPRINT SPECTRUM L.P.	INTERNET SERVICE IN COLTON AREA FOR SCADA - JAN 2022	CHECK	254.19
250163	02/10/2022	STATE WATER RESOURCES CONTROL	WATER SYSTEM ANNUAL FEES	CHECK	114,279.76
250164	02/10/2022	STEWART TITLE OF CALIFORNIA INC	TITLE SEARCH PLANT FEES	CHECK	5,480.00
250165	02/10/2022	TPX COMMUNICATIONS	MAIN DISTRICT PHONE LINES & INTERNET - FEB 2022	CHECK	13,681.43
250166	02/10/2022	UNITED PARCEL SERVICE	DELIVERY SERVICE - JAN 2022	CHECK	470.30
REFUNDS/REBATES					
250063	02/03/2022	CHRISTINA BERG	CUSTOMER REFUNDS	CHECK	102.13
250064	02/03/2022	ACCESS ASSET MANAGEMENT INC	CUSTOMER REFUNDS	CHECK	211.03
250065	02/03/2022	MERITAGE HOMES	CUSTOMER REFUNDS	CHECK	1,230.00
250066	02/03/2022	HOSSEIN RASSAMDANA	CUSTOMER REFUNDS	CHECK	121.89
250067	02/03/2022	WENDY DU	CUSTOMER REFUNDS	CHECK	107.38
250068	02/03/2022	SIGNPOST HOMES, INC.	CUSTOMER REFUNDS	CHECK	35.08
250069	02/03/2022	SIGNPOST HOMES, INC.	CUSTOMER REFUNDS	CHECK	183.04
250070	02/03/2022	BRIAN WINTER	CUSTOMER REFUNDS	CHECK	136.86
250071	02/03/2022	NPG ASPHALT	CUSTOMER REFUNDS	CHECK	1,313.56
250072	02/03/2022	DA FUND 2 LLC	CUSTOMER REFUNDS	CHECK	171.30
250073	02/03/2022	DA FUND 2 LLC	CUSTOMER REFUNDS	CHECK	225.18
250074	02/03/2022	BECKCO INC	CUSTOMER REFUNDS	CHECK	1,187.52
250075	02/03/2022	ARMANDO LEOS	CUSTOMER REFUNDS	CHECK	173.55
250076	02/03/2022	DAVID TROTT	CUSTOMER REFUNDS	CHECK	173.21
250077	02/03/2022	SIGNPOST HOMES, INC.	CUSTOMER REFUNDS	CHECK	25.20
250078	02/03/2022	JAMES JENKINS	CUSTOMER REFUNDS	CHECK	130.70
250079	02/03/2022	ARNOLD QUINONEZ	CUSTOMER REFUNDS	CHECK	43.66



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250080	02/03/2022	HARVEY JANISSE	CUSTOMER REFUNDS	CHECK	70.08
250081	02/03/2022	JIM GERARD	CUSTOMER REFUNDS	CHECK	94.57
250082	02/03/2022	JOSE MARTINEZ	CUSTOMER REFUNDS	CHECK	15.10
250083	02/03/2022	GUILLERMO ZAMUDIO	CUSTOMER REFUNDS	CHECK	10.00
250084	02/03/2022	SANTOS CAMACHO	CUSTOMER REFUNDS	CHECK	67.90
250085	02/03/2022	AL LUTZ	CUSTOMER REFUNDS	CHECK	55.83
250086	02/03/2022	MALLORY VAEENA	CUSTOMER REFUNDS	CHECK	84.96
250087	02/03/2022	STOUT BUILDING	CUSTOMER REFUNDS	CHECK	305.28
250096	02/03/2022	JOANNE LOWRY	REBATES	CHECK	175.00
250097	02/03/2022	THOMAS POTTER	REBATES	CHECK	175.00
250117	02/10/2022	STEVE MATSON	CUSTOMER REFUNDS	CHECK	75.57
250118	02/10/2022	CITY OF MURRIETA	CUSTOMER REFUNDS	CHECK	14,228.70
250119	02/10/2022	FAIRWAY SUN INVESTMENTS LLC	CUSTOMER REFUNDS	CHECK	201.01
250120	02/10/2022	LUCILLE GUILLIAMS	CUSTOMER REFUNDS	CHECK	240.11
250121	02/10/2022	NATIONWIDE CAPITAL GROUP INC.	CUSTOMER REFUNDS	CHECK	205.91
250122	02/10/2022	EMERGE ENERGY	CUSTOMER REFUNDS	CHECK	100.17
250123	02/10/2022	JA RUSSO ENTERPRISE INC.	CUSTOMER REFUNDS	CHECK	1,425.00
250124	02/10/2022	SIGNPOST HOMES, INC.	CUSTOMER REFUNDS	CHECK	223.87
250125	02/10/2022	SIGNPOST HOMES, INC.	CUSTOMER REFUNDS	CHECK	223.82
250126	02/10/2022	JOHN SARVARI	CUSTOMER REFUNDS	CHECK	57.18
250127	02/10/2022	ANGEL SELVAGGIO	CUSTOMER REFUNDS	CHECK	118.50
250128	02/10/2022	DAVID CLARKE	CUSTOMER REFUNDS	CHECK	100.95
250129	02/10/2022	CHRIS CARSON	CUSTOMER REFUNDS	CHECK	115.24
250130	02/10/2022	DEBORAH MADDEN	CUSTOMER REFUNDS	CHECK	111.82
250131	02/10/2022	CANDY SYVONGSA	CUSTOMER REFUNDS	CHECK	123.37
250132	02/10/2022	SUSAN HYDEN	CUSTOMER REFUNDS	CHECK	75.83
250133	02/10/2022	JAMES HOBBS	CUSTOMER REFUNDS	CHECK	1,000.00
250134	02/10/2022	GIOVANNI GONZALEZ	CUSTOMER REFUNDS	CHECK	969.02
250135	02/10/2022	DAN NAYLOR	CUSTOMER REFUNDS	CHECK	122.15
250136	02/10/2022	ROSA ALMANZO	CUSTOMER REFUNDS	CHECK	155.64
250137	02/10/2022	FAITH KENNEDY	CUSTOMER REFUNDS	CHECK	74.39
250138	02/10/2022	VERONICA GONZALEZ	CUSTOMER REFUNDS	CHECK	1,080.00
250139	02/10/2022	JASON GILLIES	CUSTOMER REFUNDS	CHECK	107.79
250140	02/10/2022	HARDY & HARPER INC	CUSTOMER REFUNDS	CHECK	178.12
250141	02/10/2022	RICARDO SANCHEZ	CUSTOMER REFUNDS	CHECK	222.24



Payment Ratification Report

Cash Disbursements for 01/28/2022 through 02/10/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
VIRTUAL PAYMENT PROGRAM					
464	02/03/2022	CINTAS CORPORATION	MATS, TOWELS AND JANITORIAL SUPPLIES	VIRTUAL	537.91
465	02/03/2022	LAWNSCAPE SYSTEMS INC	LANDSCAPE MAINTENANCE - JAN 2022	VIRTUAL	61,813.23
466	02/03/2022	RIGHTWAY SITE SERVICES INC	PORTA-POTTY RENTAL	VIRTUAL	113.63
467	02/03/2022	STEP SAVER CA LLC	COARSE SALT DELIVERY	VIRTUAL	639.20
468	02/03/2022	SWAINS ELECTRIC INC	PUMP PARTS & REPAIRS	VIRTUAL	23,578.55
469	02/10/2022	APPLE ONE INC	TEMPORARY PERSONNEL	VIRTUAL	6,551.01
470	02/10/2022	BEST BEST AND KRIEGER	LEGAL SERVICES - DEC 2021	VIRTUAL	30,170.28
471	02/10/2022	CINTAS CORPORATION	MATS, TOWELS AND JANITORIAL SUPPLIES	VIRTUAL	537.91

Reviewed By: _____

Date: _____

2/15/2022



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: February 24, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DALEY A AND PATS POINT PUMP STATION REHABILITATION PROJECT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

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

1. Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of \$314,916.00;
2. Authorize \$1,575.00 for overhead and \$41,910.00 for staff time;
3. Authorize the total expenditure in the amount of \$358,401.00 to the Capital Improvement Program, with funding provided from the Temescal Water Replacement Program for the Pats Point Booster Station and the Elsinore Water Replacement Program for the Daley A Pump Station;
4. Authorize advanced funding of the FY 22/23 budget of \$150,000.00 for the Pats Point Booster Station with funding provided from the Temescal Water Replacement Program and \$180,000.00 for the Daley A Pump Station with funding provided from the Elsinore Water Replacement Program; and,
5. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Elsinore Valley Municipal Water District's (EVMWD) water system is comprised of 748 miles of pipe, 72 reservoirs, and 57 pump stations, all of which, require ongoing maintenance to provide reliable service to our customers. To improve and maintain system reliability, it is important to continuously upgrade facilities and bring them to current District standards. Daley A Pump Station (Daley A) and Pats Point Booster Station (Pats Point) are two such facilities where failures have occurred and safety concerns exist.

Both facilities were installed in the 1980's and are recommended for replacement in EVMWD's 2016 Water System Master Plan.

Daley A is located in the City of Wildomar along Lemon/Lost Street on the eastside of the I-15 Freeway. Daley A has experienced multiple issues in the last year including at least five leaks requiring the replacement of valves and piping. These emergency repairs were intended as temporary solutions until permanent repairs could be made. Daley A is currently located in a low point that creates a potential for flooding. The continuous submergence in groundwater has accelerated pipe corrosion and caused leaks. Flooding will continue to occur at this location and other leaks may occur until this pump station is relocated.

Pats Point is located in EVMWD's Temescal Division along Lawson Road on the westside of the I-15 Freeway. The concern at Pats Point is related to safety issue due to the underground vault. The Southern California Edison electric meter, pumps, and electrical equipment are all underground and susceptible to flooding, causing significant safety hazards.

Due to similar project scopes, Staff combined both Projects into a single Request for Proposal to maximize project management and design efficiencies. The project will focus on relocating both facilities to meet current District standards.

On November 30, 2021, the District solicited proposals for design services for the Daley A and Pats Point Pump Station Rehabilitation Project. On January 11, 2022, four (4) proposals were received by the deadline. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and project understanding, staff concluded that Kimley-Horn and Associates, Inc. is most qualified. The evaluation ratings are as follows:

Proposal Evaluation Criteria¹	Cost Evaluation	Overall Quality of Proposal	Relevant Qualifications / Experience	Scope of Work and Schedule	Understanding of Project and Project Approach	Total Score
<i>Weight</i>	<i>10%</i>	<i>10%</i>	<i>25%</i>	<i>25%</i>	<i>30%</i>	<i>100%</i>
Dudek	86.67	86.67	233.33	200.00	275.00	883.33
Kimley-Horn and Associates, Inc.	96.67	93.33	241.67	241.67	290.00	963.33
LEE & RO, Inc.	66.67	78.33	220.83	183.33	230.00	779.17
Stantec Consulting Services Inc.	83.33	85.00	225.00	200.00	210.00	803.33

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

Staff presented this item at the February 7, 2022 Engineering and Operations Committee Meeting, and the Committee and staff recommend award of a Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of \$314,916.00. This item, including overhead of \$1,575.00, as well as staff time (235 hours) & fringe benefits of \$41,910.00 totals \$358,401.00.

ENVIRONMENTAL WORK STATUS

Upon approval, staff plans to file a Notice of Exemption with the State Clearinghouse as this project is categorically exempt from CEQA requirements as an activity involving replacement or reconstruction of an existing facility (15301, 15302).

FISCAL IMPACT

Pats Point

Within Budget - Partially. The approved project budget of \$35,000 for Pats Point was allocated in FY 21/22 with an additional \$750,000 budget allocation in FY 22/23. An advanced funding of \$150,000 of the FY22/23 budget is being requested for Pats Point. Funding is provided by the Temescal Water Replacement Program.

Daley A

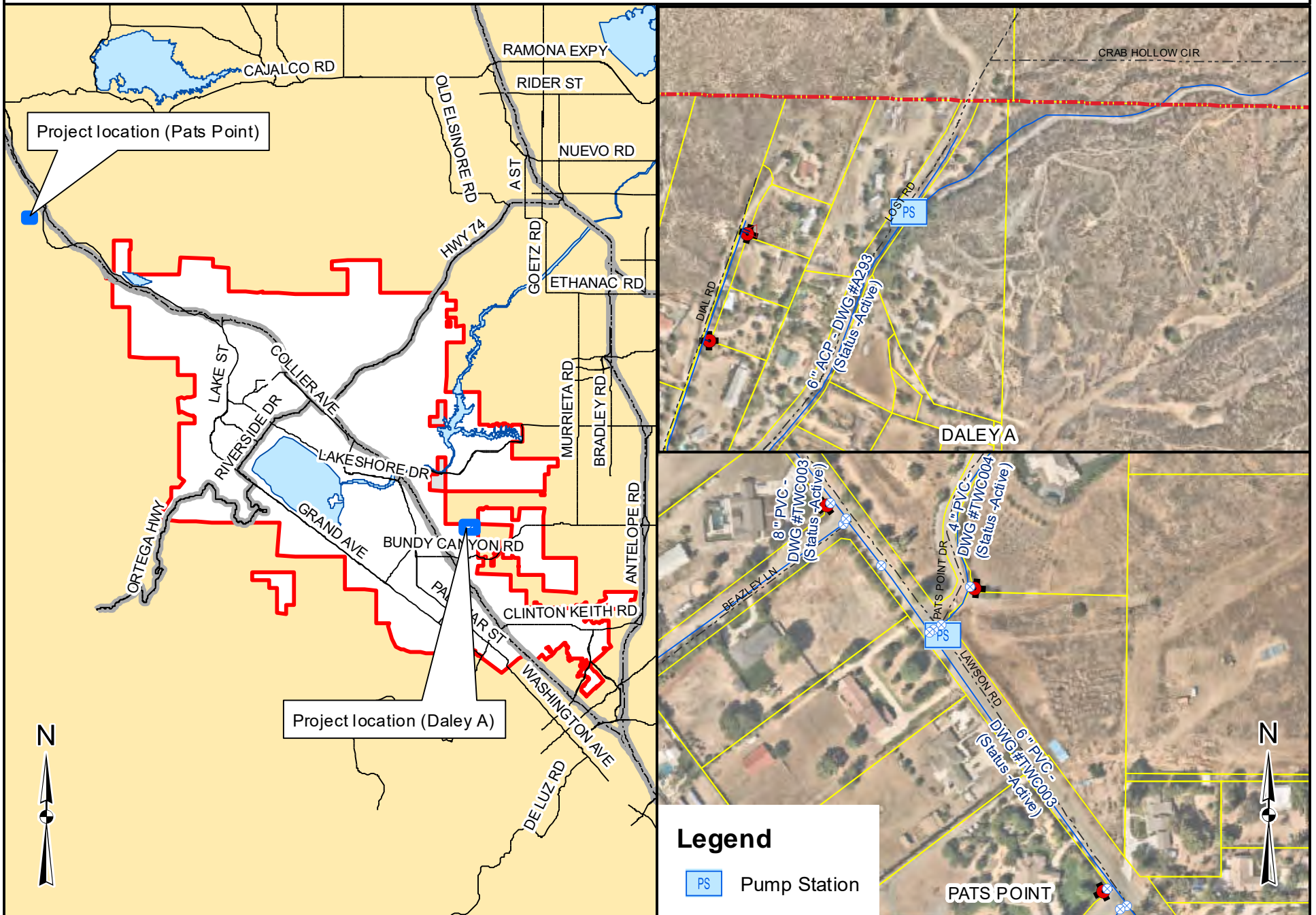
Within Budget – No. An approved budget of \$1,500,000 will be allocated in FY 22/23 for the Daley A project. An advanced funding of \$180,000 of the FY 22/23 budget is being requested. Funding is provided by the Elsinore Water Replacement Program.

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

Attachments:

Signed Agreement – Kimley-Horn and Associates, Inc.
Location Map

DALEY A & PATS POINT PUMP STATION REHABILITATION



Document Path: F:\ENGIN\3_District Projects\Daley A & Pats Point PS Rehabilitation -C2233 & C2303\2_Design\Reference\Daley A PS Rehabilitation.mxd

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT FOR THE
DALEY A AND PATS POINT BOOSTER PUMP STATIONS REHABILITATION PROJECT**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of February 24, 2022 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 Kimley-Horn and Associates Inc., a Corporation with its principal place of business at 401 B Street, Suite 600, San Diego, CA 92101 ("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 Design 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 Daley A and Pats Point Booster Pump Stations Rehabilitation 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 Design 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 February 24, 2022 to September 30, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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

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

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Fourteen Thousand Nine Hundred Sixteen Dollars (\$314,916.00) 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: Sam McWhorter, P.E.

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

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

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment

of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

3.4 Representatives of the Parties.

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

3.4.2 Consultant's Representative. Consultant hereby designates Sam McWhorter, 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: Vanessa Paneto

CONSULTANT:

Kimley-Horn and Associates Inc.
421 Fayetteville Street
Raleigh, CA 27601
Attn: Sam McWhorter

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

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

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

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

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

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

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

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working

solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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


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

SIGNATURES ON THE FOLLOWING PAGE

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE
DALEY A AND PATS POINT BOOSTER PUMP STATIONS REHABILITATION PROJECT**

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

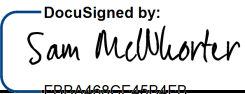
By: 410277BDF01B4A0...

Printed Name: Greg Thomas

Title: General Manager

Dated: March 3, 2022

KIMLEY-HORN AND ASSOCIATES INC.:

By: FBDA468CE46B4FB...
(Authorized Representative of Vendor)

Printed Name: Sam McWhorter

Title: Vice President - KHCA 18

Dated: March 2, 2022

**EXHIBIT A
SCOPE OF SERVICES**

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project****B. UNDERSTANDING OF PROJECT AND PROJECT APPROACH*****Project Understanding***

Kimley-Horn understands EVMWD's needs and has developed creative solutions for the rehabilitation of the Daley A and Pats Point Booster Pump Stations. We understand the project's schedule and technical issues as well as the critical need to improve the Daley A and Pats Point Booster Pump Stations from our thorough review of the RFP, EVMWD's Master Plan, a site visit, and discussion with EVMWD staff regarding the pump stations nearing the end of their useful service life. We also understand the issues such as water leaks and maintenance constraints for each facility. We understand EVMWD would like separate design PS&E packages for each pump station for bidding as individual contracts during construction.

Project Approach

After conducting a site visit to each pump station, Kimley-Horn has noted several constraints for the two sites and has developed some preliminary concepts for the replacement of these two stations. Constraints and challenges noted during the field visit include:

Pats Point Booster Station

- ▶ Small, partially buried structure with soil intrusion into the bottom of the structure, likely caused by the oversized pipe penetrations into the structure that are not sealed well
- ▶ Confined space entry into pump station vault
- ▶ Small active pump (capacity unknown) appears to be very limited by looking at the small 2-inch discharge pipe connecting into the 4-inch main
- ▶ Equipment mounted inside small vault which makes it difficult to access
- ▶ Piping mounted directly on floor of structure which makes it difficult to maintain and inspect. Located close to the bottom of the vault where standing water and soil intrusion can be in contact with pipe material, causing accelerated corrosion
- ▶ Poor site drainage that does not grade away from vault, thereby allowing standing water to seep down walls and into pipe openings into vault
- ▶ A new Southern California Edison (SCE) pedestal is desired to serve the future needs of the pump station
- ▶ Appears to be the only station providing boosted pressures to the small group of ranch type houses at the top of Pats Point Drive. This is a reliability concern due to no backup pump
- ▶ Need to remain operational during construction is due to limited redundancy. Requires detailed design for connections, limited outages, and coordination for a smooth change over to the new pump station
- ▶ No standby generator observed to provide the station with backup power in the event of a power failure

Daley A Booster Station

- ▶ The pump station is located at a pinch point in the canyon at the intersection of Lake View Drive and Lost Road. This location causes very limited maintenance access for parking a truck and inspecting or maintaining the pump station
- ▶ Because the location is directly in the canyon flowline, the field visit noted several large trunk logs being used as a sediment barrier upstream of Lakeview Road and directly upstream of the northerly side of the pump station to shield the pump station from debris and sediment. We believe this location presents a significant risk to the pump station during a large storm event where significant debris flow occurs. A large amount of flow can move sediment and the logs downstream washing them into the pump station where it will likely cause significant damage. This could potentially bury the pumps and Motor Control Center (MCC), rendering the station unusable and inaccessible for emergency repairs
- ▶ The location in the canyon is close to a grove of large trees that could present a wildfire risk to the operation of the pump station. In the event of a fire, it would be difficult to deploy fire apparatus to secure the pump station and maintain its operation to serve the 2216 Zone
- ▶ Field observations concluded that there may be different sized pumps in existing condition which limits pump redundancy
- ▶ The need to remain operational during construction is due to limited redundancy. Requires detailed design for connections, limited outages, and coordination for a smooth change over to the new pump station
- ▶ No standby generator observed to provide the station with backup power in the event of a power failure

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project**

Upon reviewing the RFP and EVMWD's standards, the Kimley-Horn team believes there are several opportunities to improve the layout/operation/longevity of the pump stations. The first step in our approach to rehabilitating the stations will be to consult closely with EVMWD to understand the operational needs of the two pump stations. By understanding the hydraulic limitations and expectations, the current and future demands, and the desire for improved efficiency and better maintenance access, we intend to work closely with EVMWD's engineers and operators to build a consensus upon the best approach to upgrade the stations.

The first step for the team will be to understand any hydraulic constraints that may exist in the overall water network that serves these two stations. Similar to other agencies where EVMWD facilities cover a large swath of terrain with multiple Hydraulic Grade Line (HGL) Zones/Pumps/Tanks, a thorough understanding of the overall system will be key in creating a project that successfully achieves EVMWD's goals. For example, we would like to closely look at how the Pats Point Booster Station operates since it serves a small community with relatively low demands in the HGL Zone Map. The booster station appears to be in service to provide Pats Point Drive with a small boosted zone, but it doesn't appear that the current pump station would be able to meet any fire flow demands on the system. We intend to explore these types of issues early in the project to allow the design team to develop a concept approach of how to address these issues and fold them into the basis of design and ultimately the PS&E for the pump station.

As part of the review of the Master Plan and site visit, the Kimley-Horn team has developed three concept exhibits to illustrate our initial thoughts on rehabilitating the two pump stations. These are presented as Exhibits A, B, and C on the following pages.

Pats Point Booster Station Concept

Exhibit A on page 5 shows the potential option for rehabilitating the Pats Point Station with a new station directly adjacent to the existing station. By using this new area (within the road right-of-way), the existing system can remain operational while the new station is being constructed. We envision salvaging as much equipment from the old station as feasible, such as the Remote Telemetry Unit (RTU) and Supervisory Control and Data Acquisition (SCADA) Antenna if they are determined to still be in good condition. The new station would be located inside of a small (12 ft. X 12 ft.) masonry block building and be surrounded by a Concrete Masonry Unit (CMU) block wall (or fence at EVMWD's option) to provide site security. This type of site layout/facility would be similar to other booster pump stations located throughout the district. We also recommend the inclusion of a standby generator (or potentially a connection to a mobile generator if desired by the EVMWD) located just outside the building within the pump station yard to provide backup power.

Daley A Booster Station Concept

Exhibits B and C on pages 6 and 7 show the constraints and potential opportunity for relocating the Daley A Booster Station. Due to the existing site constraints and risks of keeping the pump station in its current location, we developed a concept that moves the pump station approximately 400 feet south along Lost Road.

The new location shown would require an easement from the adjacent property owner. We propose that this easement be large enough to accommodate the lift station and also be able to provide parking access for one or two maintenance vehicles off the street.

Power to the station would be from a new SCE service that could come from one of the nearby poles located on the westerly side of Lost Road.

We believe this location provides several advantages over the existing location:

- ▶ Terrain is flatter – making it easier to grade and prepare the site for the new station
- ▶ Drainage from canyon spreads out in this area so there is less potential from burying the pump station from a large storm event – also recommend elevating the pump station graded pad a few feet above road to provide freeboard from large canyon drainage/sediment flows
- ▶ Less trees presenting a wildfire risk
- ▶ The selected location also has more room to park a maintenance vehicle
- ▶ Easier construction staging and ability to maintain access during construction

The relocated station would require a parallel main be constructed in Lost Road up to Lakeview Road where the 2216 pipe splits off to the northeast. This would allow the lower zone supplying the houses directly adjacent to the existing pump station to remain in service.

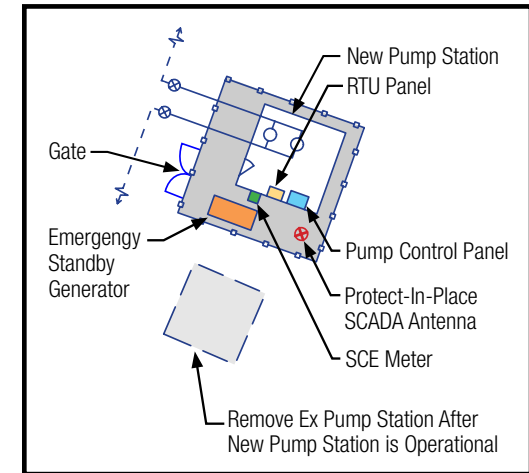
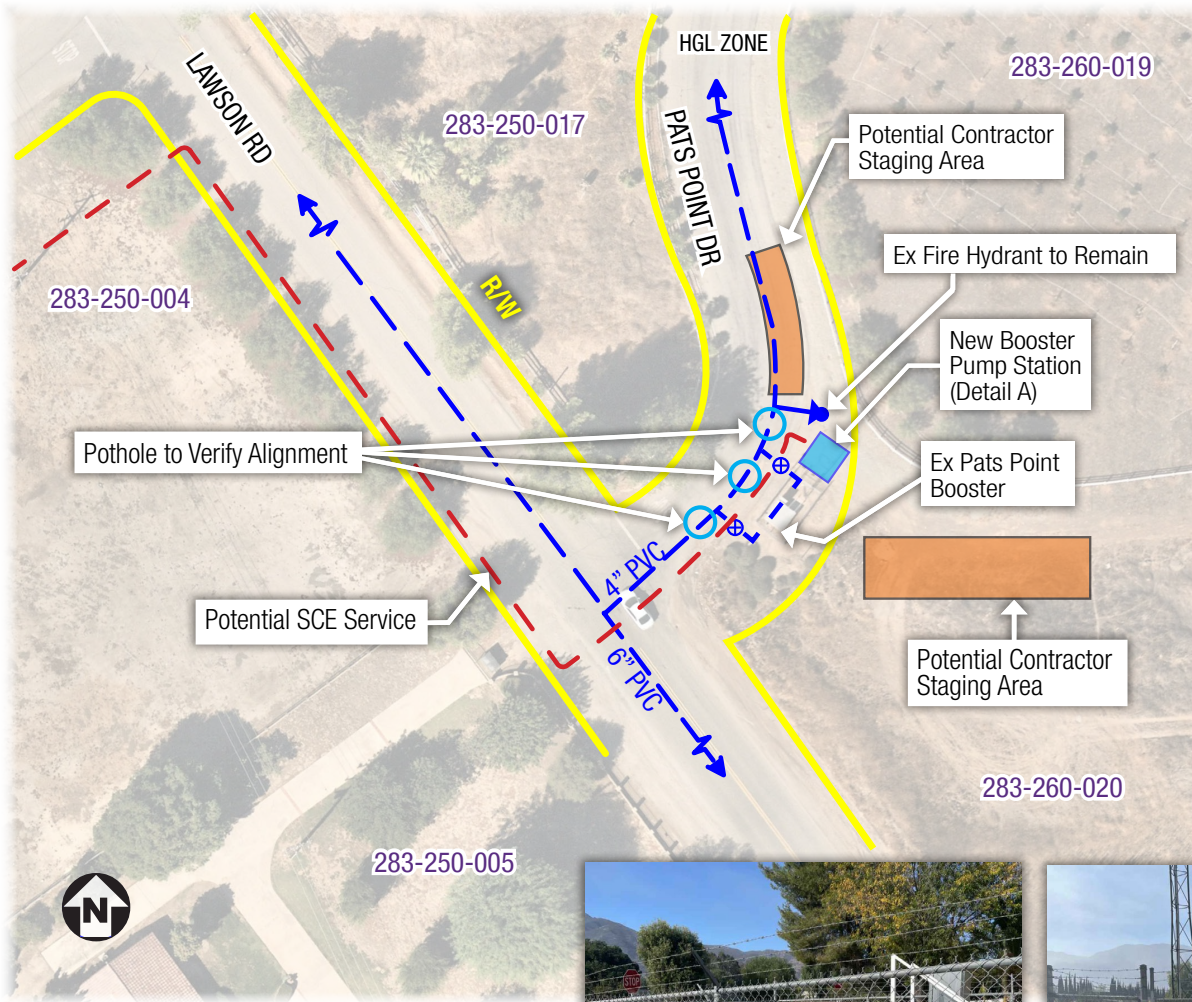
Another option we reviewed was potentially constructing the pump station at the same site but elevating it out of the potential flooding area by constructing walls and elevating the site pad. This option was eventually dismissed due to the extensive walls that would be needed, which would also require stairs for maintenance access while also failing to solve the potential wildfire threat.

DALEY A AND PATS POINT BOOSTER PUMP STATIONS

Rehabilitation Project



Exhibit A: Pats Point Booster Pump Station



Detail A-Conceptual Layout



DALEY A AND PATS POINT BOOSTER PUMP STATIONS

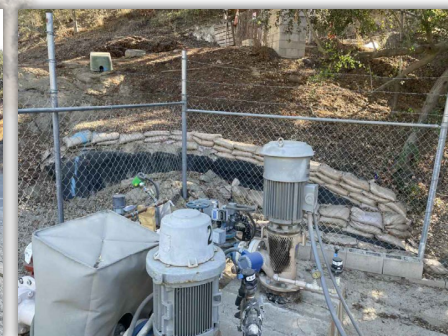
Rehabilitation Project

Exhibit B: Daley A Booster Pump Station



CONSTRAINTS

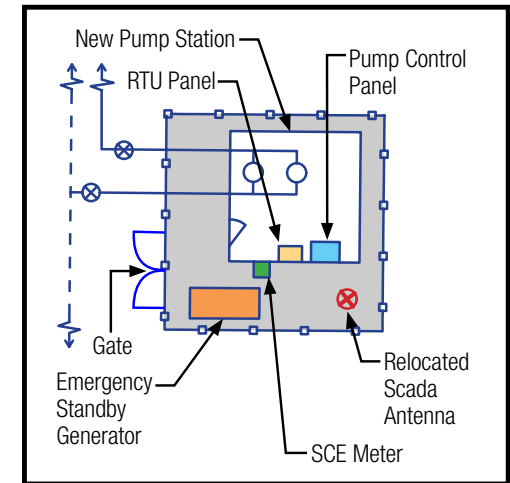
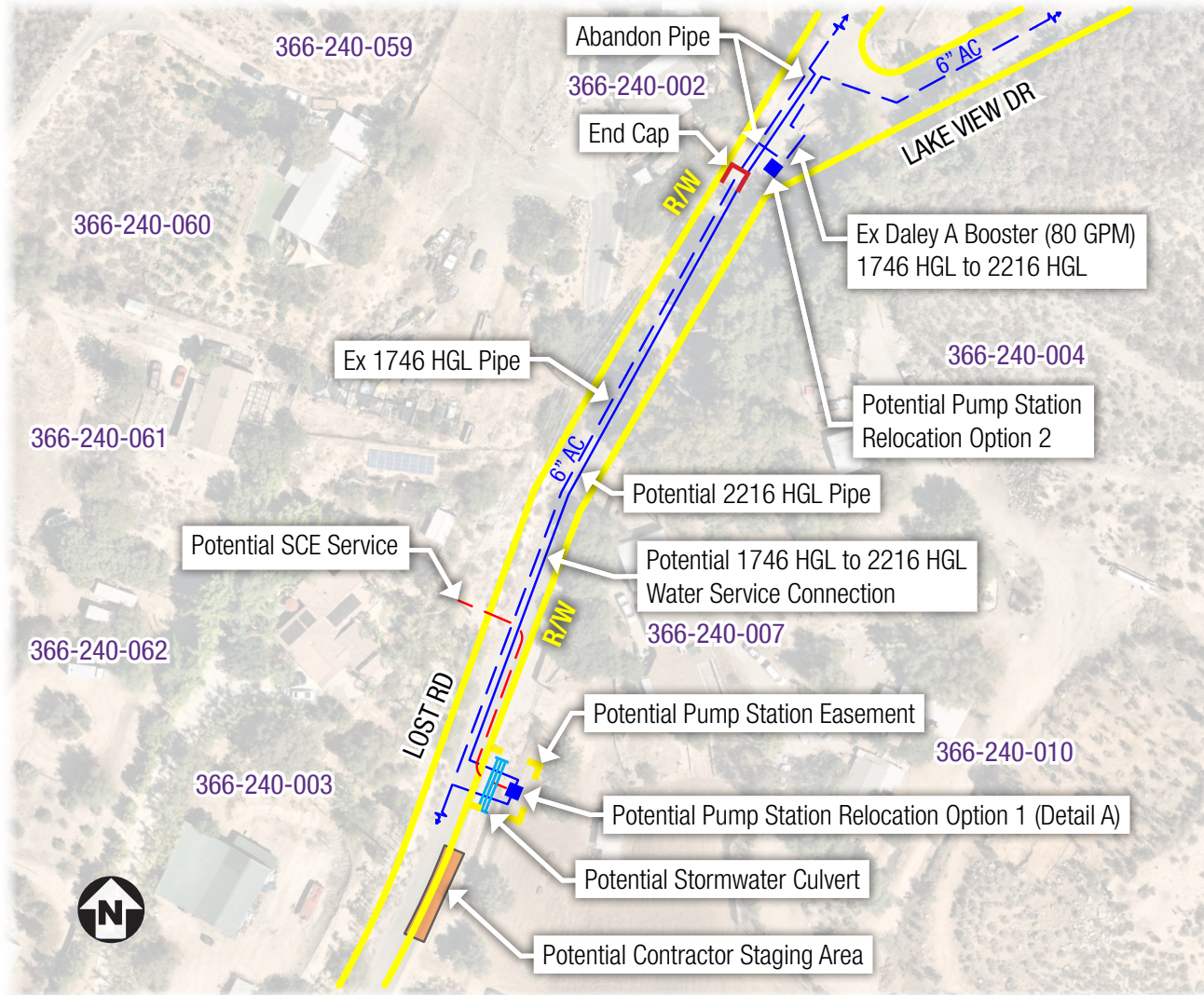
- Limited Maintenance Access
- Canyon Drainage-Potential Flooding/Sediment Load-Damaging Pump Station
- Wildfire Potential
- Only Source to Daley B Pump Station and 2216 HGL ZONE



DALEY A AND PATS POINT BOOSTER PUMP STATIONS

Rehabilitation Project

Exhibit C: Relocated Daley A Booster Pump Station



Detail A-Conceptual Layout

POTENTIAL RELOCATION TO MORE ACCESSIBLE SITE WITH EASEMENT

- Away From Canyon Pinch Point
- Easier Maintenance Access
- Lower Fire Threat
- Lower Flooding Threat
- Construct Parallel Line in Lost Road to Serve Boosted 2216 HGL Zone

DALEY A AND PATS POINT BOOSTER PUMP STATIONS

Rehabilitation Project

Scope of Services

The scope of services provided below lists the tasks that we believe are relevant to this project based on Kimley-Horn's review of EVMWD's prepared scope from the RFP and our experience on similar pump station and pipeline projects. In addition, as instructed by the RFP, we have included our geotechnical, survey, and architectural subconsultants' proposals in the appendix.

Task 1 – Project Review, Meetings, and Project Management

1.1 Project Review

Upon receipt of the Notice to Proceed (NTP), Kimley-Horn will review the available project documents including mapping, EVMWD Master Plan, photographs, maintenance records, etc. The purpose will be to fully understand the project's existing conditions and goals and identify any potential issues that may impact the rehabilitation of the two pump stations. Issues identified will be discussed with EVMWD and documented by using a Risk Register to document the potential risk and associated resolution. This document will be used as a tool to track design decisions throughout the length of the project.

1.2 Meetings

Kimley-Horn will set up and attend regular progress and coordination meetings with EVMWD and its stakeholders (County of Riverside, City of Wildomar, surrounding communities, etc.). These are intended to include project kick-off meetings, coordination meetings, milestone review meetings after receipt of comments prior to revising plans, and site visits. Up to six (6) meetings are assumed with EVMWD and its stakeholders. Meeting minutes will be prepared and provided after each meeting.

Project site visits with EVMWD engineering and maintenance staff will be conducted to evaluate the operation of each pump station. This will include observing the operation of each pump (flow meter data if available), measuring the input voltage to each pump, and generally reviewing the layout of the site and operation of the stations. This meeting will also be used to gather information from maintenance staff on operational issues at the stations and any changes they would like to see in the replacement pump stations.

1.3 Project Management

Kimley-Horn will provide coordination with the project team regarding ongoing issues that require resolution, general schedule coordination, encroachment permits, and coordination specific to other adjacent projects. This coordination will include design review workshops as the project design advances toward key milestones as well as agency coordination.

A project schedule will be prepared and updated regularly to show progress against milestones. The schedule will be used to track submittals and serve as the guidance for prepping agencies for upcoming submittals. Critical path items will be managed through the project schedule, including starting the the City of Wildomar and County of Riverside coordination meetings early in the project.

The project schedule will also be used to establish Quality Control/Quality Assurance (QC/QA) reviews and identify the independent reviewer responsible for conducting/facilitating the reviews.

Kimley-Horn will also coordinate the work with other utility agencies if their utilities are impacted by the design of the new pipeline.

Kimley-Horn will submit monthly progress reports for review by the 10th day of the following month. Reports will include, as a minimum: (1) current activities, (2) future activities, (3) potential items that are not included in the Scope of Work, (4) concerns, problems, and possible delays, (5) percentage of completion, and (6) budget status.

Kimley-Horn will generate a detailed project design schedule at the beginning of the design phase and will update the schedule monthly. Updates will be submitted monthly with progress reports and will be submitted for review by the tenth day of the following month. The schedule submittal will include an electronic copy.

Kimley-Horn will bill each month for work performed on the project during the previous month. All invoices will utilize EVMWD's invoicing template as a cover sheet which includes a break down by task and fee component (labor, overhead, profit, etc.), in a format similar to that submitted in the proposal. The exact invoice format will be established at the kick-off meeting. The invoices will reflect monthly progress by task.

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project****1.4 California Environmental Quality Act (CEQA) Compliance**

This proposed environmental scope of services has been prepared in accordance with CEQA requirements. Based on the information including the project description provided in the RFP, a CEQA Categorical Exemption under Section 15301 – Existing Facilities and Section 15302 – Replacement or Reconstruction is assumed for this project.

It is our opinion that the project would qualify for a Categorical Exemption pursuant to Public Resources Code Section 21080.20 of the CEQA Guidelines because the replacement pump stations would be in the same vicinity as the existing stations and have the same purpose as the existing stations.

Should EVMWD staff conclude that the project does not have potential significant impacts on the environment, Kimley-Horn will prepare the Categorical Exemption under Section 15302 of CEQA. Kimley-Horn will assist EVMWD in posting the Notice of Exemption (NOE) at the County Clerk's office and with the State Clearinghouse.

This task assumes EVMWD will be responsible for the filing fee at the County Clerk's office.

TASK 1 DELIVERABLES

- Project Schedule
- Meeting Minutes
- Agency Coordination Matrix
- Utility Conflict/Disposition Matrix
- Risk Register
- QC/QA Documentation
- CEQA Documentation

Task 2 – Preliminary Design Report (PDR)

Kimley-Horn will develop a PDR for the project to form the basis of design for the pump station replacements. The PDR will include the following information conforming to the information requested in the RFP and our experience on similar projects.

2.1 General

Kimley-Horn will prepare a PDR that includes a study of the potential alternatives to be presented to EVMWD. Preliminary site layouts/plans and equipment selection will be shown on exhibits to be included within the PDR. The PDR work will include a search of utilities, evaluation of pump station configuration alternatives, a review of geotechnical data, a determination of permit requirements, easement or land purchase requirements, pipe materials, pumps, hydraulic verification of pressures (including available fire flow), preparation of plot plans and exhibits, phasing and facility out of service plans, and connection and commissioning sequencing.

2.2 Design Guidelines

The design will conform to EVMWD design guidelines and standards of professional engineering practice. Any deviations will be noted and discussed.

2.3 Materials Selection

Kimley-Horn will provide a narrative on proposed components of the pump stations, including; pipe, pumps, valves, and other appurtenances. EVMWD standards and accepted materials guideline will be used as the basis of design and any deviations will be discussed with EVMWD.

2.4 Base Mapping

Due to the absence of as-builts, a base map for each pump station location will be prepared based on available mapping, site observations, maintenance personnel coordination, and obtaining road and other utility as-builts. Potholing will also be performed to locate the existing pipelines and confirm tie-in locations for the new proposed work.

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project****2.5 Hydraulic Analysis and Pump Selection**

Kimley-Horn will perform a hydraulic analysis for each pump station to determine pump design point parameters. The analysis will include Max Day Flow, Peak Hour Flow, and Fire Flow conditions for each pump station. Results will be included in the PDR in a table along with recommendations and preliminary pump selection.

TASK 2 DELIVERABLES

- One (1) electronic copy (PDF format) of the PDR Draft
- One (1) electronic copy (PDF format) of the PDR Final
- Three (3) hard copies of the PDR Draft

Task 3 – Survey**3.1 Survey**

The Kimley-Horn team will prepare a topographic survey for the project corridor. Aerial mapping will be conducted at a scale of 1"=20' for plan preparation. A ground survey will be completed to include various surface features such as ditches, power poles, valves, utilities, edge of pavement, and roads.

The survey will be tied to permanent monuments. Control will be relative to the datum of 1983 (NAD83) and 2011.00 Epoch (OCS) with coordinates based on the California Coordinate System of 1983 (CCS83), Zone VI. Vertical Control will be the relative to the National Geodetic Vertical Datum of 1988 (NGVD88), County of Riverside. Record right-of-way mapping using GPS and survey monuments necessary to compile a right-of-way base map from record information.

3.2 Easements

If temporary construction easements are required, the Kimley-Horn team will review the existing easement/right-of-way documents and prepare a plat/legal description for submittal to the City of Wildomar and the County of Riverside for recordation.

The Kimley-Horn team will provide all field surveys, easement maps, and legal descriptions necessary for EVMWD to purchase properties and/or record easements required for the project.

TASK 3 DELIVERABLES

- Topographic Mapping – CADD
- Easement Plats and Legals

Task 4 - Geotechnical

The Kimley-Horn team includes **Leighton Consulting, Inc.** to investigate and provide a Geotechnical Report for the project. Per the EVMWD RFP, the Geotechnical Report will include the following:

- **Soil Boring Sampling:** Soil samples for testing will be collected at two borings for each site. Sampling should be adequate to define the soils properties, groundwater levels, rock encounters affecting the design, and construction of new pipeline and its appurtenances.
- **Soil Boring Locations:** The location of all borings will be plotted on a map and attached to the report. Preferably, the borings will include survey coordinates consistent with the project survey. Complete logs of the soil profiles will be included in the report. A list of pavement and base thicknesses will also be included as a separate table in the report
- **Depth Borings:** The depth of the borings will be adequate to characterize the soils to a depth of at least 20 feet, or depth of deepest portion of the facility

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project**

► **Report:** The Geotechnical Report will cover the following items:

1. Corrosive potential of the soil, including testing for chlorites, sulfates, and resistivity
2. Soil pH
3. Soil classification of each strata in accordance with Unified Soil Classification system
4. Physical descriptions of the soils encountered
5. Water table/ground water encountered
6. Seasonal variations of water table
7. Existing pavement and base material thickness
8. In-situ unit weight and moisture content as tested by a geotechnical engineer
9. California Bearing Ratio (CBR) and/or Sand Equivalent values for soils under pavement that is being replaced, if required, by the City of Wildomar or the County of Riverside
10. Coefficients of internal friction and cohesion of in-situ undisturbed soils
11. On Site Organic Vapor Analyzer (OVA) test results for potential hydrocarbon contaminants
12. Benzene, Toluene, and Xylene (BTX) test per Environmental Protection Agency (EPA) guideline 8020 and Total Hydrocarbons (TPH) tests per EPA guideline, should the OVA reading be equal to or greater than 45 ppm

► **Report Recommendations Specifications:** The geotechnical report will make recommendations regarding the provisions to be included in the construction specifications. Recommendations will include dewatering specifications, trench shoring specifications, backfill material and compaction specifications, road base repairs, and provisions for corrosion protection. Use of the native material as backfill in the trench zone and upper zone will be specifically addressed. If the native material is not suitable, then recommendations for suitable backfill material will be included in the Report Recommendations

TASK 4 DELIVERABLES

- One (1) electronic copy (PDF format) of the Geotechnical Report Draft
- Three (3) hard copies of the Geotechnical Report Draft
- One (1) electronic copy (PDF format) of the Geotechnical Report Final
- One (1) electronic copy included as an appendix in the Project Specifications

Task 5 – Electrical and Controls Evaluation

Electrical and controls engineering will be performed by our in-house Kimley-Horn electrical engineers. The electrical and controls evaluation will include the following as listed in EVMWD's RFP:

5.1 Control Systems Evaluation

New equipment, upgrades, and rehabilitated equipment will be integrated into the controls. The PDR will conceptually evaluate what controls and instrumentation is required, how it will be provided, and associated costs. The SCADA instrumentation and telemetry system implemented at the pump station will provide monitoring and remote operations. The final control solution implemented at the pump station will be coordinated and be compatible with EVMWD's existing SCADA system (onSITE), which we understand was programmed and maintained by Systems Integrated (SI), which the Kimley-Horn team has worked with on two recent pump station projects. EVMWD staff will be consulted regarding instrumentation and potential cost implications/supply chain issues. Kimley-Horn will create a complete Process Control Narrative (PCN) for the operation of the station. Process and Instrumentation Diagrams (P&IDs) for the station using EVMWD's PID conventions will be included and provided to the EVMWD in electronic CADD file format and as PDFs.

5.2 Power Supply

Kimley-Horn will evaluate the existing power supply to each site. From our review of the current pump stations, no standby power generators exist at each site. We recommend implementing standby generators and switch gear at each site for power redundancy. Specific selection and sizing will be determined during design and discussed in the PDR.

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project****Task 6 – Potholing of Existing Utilities**

Kimley-Horn will coordinate with **AirX Utility Surveyors, Inc.** to pothole existing utilities at the pump stations, including the existing pipeline at proposed connection points. A pothole map will be provided to EVMWD for review and comment prior to performing the potholing activities. Kimley-Horn will obtain any necessary permits associated with the potholing activities. All potholes will be repaired by **AirX Utility Surveyors, Inc.** per EVMWD and/or permitting agency requirements. After the potholing is complete, a hard copy and PDF version of the final pothole report will be provided to EVMWD. The pothole report will include, but is not limited to:

- ▶ Verification of type, size, material, and top and bottom elevations of existing utilities
- ▶ Verification of existing and proposed connection points
- ▶ Verification of presence of thrust blocks, anchors, etc.
- ▶ Exhibit identifying final pothole locations

TASK 6 DELIVERABLES

- ▶ One (1) electronic copy (PDF format) of the Pothole Report

Task 7 – 60%, 90%, Final Submittal: Plans, Technical Specifications, and Cost Estimate

Upon acceptance of the PDR by EVMWD, the final design PS&E will commence. We will prepare separate design packages for each pump station.

7.1 60%, 90%, Final Plans

- ▶ Title sheet (one sheet for Pats Point Station and one sheet for Daly A Station) – title block information, key map, general notes, and sheet index
- ▶ Note sheet (one sheet for Pats Point Station and one sheet for Daly A Station)
- ▶ Site plan (one sheet for Pats Point Station and one sheet for Daly A Station)
- ▶ Grading plan (one sheet for Pats Point Station and one sheet for Daly A Station)
- ▶ Mechanical plan (one sheet for Pats Point Station and one sheet for Daly A Station)
- ▶ Plan and profile sheet (one sheet for Pats Point Station and one sheet for Daly A Station; both anticipated at 1"=20' H, 1"=4' V) to include the following:
 - Topographic base mapping information and features (pavement, slopes, ditches, curbs, traffic signal poles, utilities, walls, and other appurtenant surface information)
 - Proposed pipeline alignment with construction notes identifying size of pipe, fittings, bends, valves, and other pipe appurtenances
 - Data tables for pipe alignments, material, lengths, and bearings
 - General sheet specific notes to the contractor
 - Profile of pipeline including appurtenances, utility crossings and clearances, limits of open cut trench, and right-of-way depiction
- ▶ Detail sheets to include the following:
 - Connections, trench patching, and pipe trench section
 - Pump curves
 - Building details – structural, mechanical, electrical, and architectural (roofing)
 - Corrosion protection details
- ▶ Traffic control plans, as needed (one sheet for Pats Point Station and one sheet for Daly A Station, detailed specifications included) provided at 90% submittal
 - Phases of construction, signage, and striping to maintain access

DALEY A AND PATS POINT BOOSTER PUMP STATIONS

Rehabilitation Project

Plans will be submitted to EVMWD for review. Coordination meetings will be attended prior to submittal to review the project ahead of formal submittal and after receipt of comments to coordinate any outstanding items prior to revising and resubmitting the plans. A comment log will be prepared to help track and resolve submittal comments and outstanding issues.

Kimley-Horn will perform Quality Control (QC) reviews prior to each milestone submittal and throughout the project development. These will be conducted by individuals with expertise in utility projects who have not been involved with the specific design elements of the project. QC reviews will be documented and saved for future reference.

Permits will be pursued through other agencies as needed for the project plans that include the City of Wildomar and the County of Riverside.

7.2 Technical Specifications

The specifications will include a table of contents, the technical provisions, recommendations for any modifications to EVMWD standards, a list of standard drawings, list of bid items, and highlighted or noted where information is to be developed. The technical specifications will follow the Construction Specifications Institute (CSI) standard.

The specifications will include specific information regarding permits, traffic control special conditions, including hours of work if differs from EVMWD's contract documents, and environmental controls. Specific information regarding local agency or utility company requirements will be included.

The specifications will cover, as a minimum, piping; piping appurtenances; concrete; structural work; material specifications; site storm water best management controls; special considerations and equipment; scheduling and milestones; coordination with EVMWD operations department; and pipeline disinfection requirements.

Separate technical specifications for each pump station will be prepared.

EVMWD Front End Documents: EVMWD's notice of inviting bids, instructions to bidders, proposal forms, standard reference specification, and general conditions will be reviewed by the Kimley-Horn team as required to ensure that the technical specifications do not contradict the contract documents.

7.3 Opinion of Probable Construction Cost (OPCC)

The PS&E plan package will include a Class 2 OPCC. Each sheet will indicate the project name, contract number, discipline, design percentage completion, cost index, name of the estimator, and the name of the checker.

Unit prices for estimating the costs will be researched using actual data such as recent costs of similar unit items in similar projects, published cost estimating data bases (such as Means), and/or written quotes from vendors and installers. All estimates will indicate the primary source of the unit price and will be accompanied by copies of the background information used in the estimate.

The Kimley-Horn team will deliver a statement with each estimate regarding the limitations of the estimate. Limitations will be consistent with professional standards.

Separate OPCCs for each pump station will be prepared.

7.4 Permits

Kimley-Horn will identify and obtain required permit approvals and signatures from affected agencies on EVMWD's behalf as deemed necessary. The permits will include any requirements identified in the preliminary design as well as later design reviews. Kimley-Horn will prepare and process all permit applications, including exhibits required by the issuing agency, and will furnish the required number of copies of all plans and exhibits. EVMWD will sign all applications. Permit fees are incorporated into the fee proposal.

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project****TASK 7 DELIVERABLES (FOR EACH PUMP STATION PACKAGE)**

Deliverables (60%):

- Three (3) hard copies and electronic copy (PDF) of Plans
- Three (3) hard copies of Specifications and electronic copy (PDF and Word)
- One (1) electronic copy (PDF) of OPCC
- CADD Files

Deliverables (90%):

- One (1) electronic copy (PDF) of Final Signed Plans
- One (1) full-size reproducible and two (2) sets of Final Plans
- Four (4) copies of Specifications
- One (1) copy of final Specifications on a CD or other media
- CADD Files
- Permits
- Response to Comments

Deliverables (Final):

- One (1) electronic copy (PDF) of Final Signed Plans
- One (1) full-size Mylars of Final Plans
- One (1) full-size reproducible copy of Final Plans
- One (1) reproducible copy of Final Specifications (PDF)
- One (1) electronic copy (PDF) of OPCC
- CADD Files
- Permits
- Final Geotechnical Report

Task 8 – Bidding Phase Services

Kimley-Horn will provide services during the bidding period that includes attending a pre-bid meeting, answering questions from bidders about the plans and technical specifications, preparing bidding addendum documents, and a final set of conformed set of plans and specifications should revisions be required during the bid phase.

TASK 8 DELIVERABLES (FOR EACH PUMP STATION PACKAGE)

- One (1) electronic copy (PDF format) and three (3) hard copies of the Conformed Plans and Specifications
- Bidders RFI Responses

Task 9 – Engineering Services During Construction

Kimley-Horn will attend a pre-construction conference scheduled by EVMWD. Kimley-Horn will be prepared to address construction concerns at the conference. Kimley-Horn will be prepared to comment on the Contractor's proposed means of construction and preliminary schedule.

9.1 Shop Drawings/Submittals

Kimley-Horn team will review shop and work drawings submitted by the Contractor for compliance with the project specifications and plans. The review will be prompt and normally will not exceed two weeks. Kimley-Horn will prepare a list of expected submittals and compare it to the Contractor's list of submittals. Kimley-Horn will determine the number of technical and non-technical submittals for this project. Kimley-Horn will be responsible to review all contractor submittals and resubmittals. Kimley-Horn will log and track all shop drawing submittals. Kimley-Horn will inform EVMWD staff of any outstanding shop drawings. All correspondence will be through EVMWD.

9.2 Reports, Certifications, and Tests

Kimley-Horn will review vendor and lab reports, certifications or material test and inspections, and correlate such reports with the intentions of the plans and specifications. Kimley-Horn will log and track all reviews and notify EVMWD of any issues.

9.3 Consultation

Kimley-Horn will furnish consultation and advice to EVMWD staff. Consultation will include, but not be limited to, responding to Requests for Information (RFI) and Requests for Clarification (RFC). Kimley-Horn will be responsible to respond to all Contractor RFIs regardless of number estimated in the proposal.

9.4 Meetings

Kimley-Horn will attend meetings to resolve construction issues, as requested by EVMWD staff.

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project****9.5 Change Orders**

Kimley-Horn will assist EVMWD with change orders. Assistance will include preparation of change order drawings and specifications, providing opinions as to whether change orders are warranted, and assistance with cost estimates.

TASK 9 DELIVERABLES

- RFI Responses
- Change Orders
- Submittal Reviews

Task 10 – Record Drawings and Operation and Maintenance Manuals

Kimley-Horn will update EVMWD's record drawings and operation and maintenance manuals. The result of this effort will be a new comprehensive set of record drawings and a newly completed and updated operation and maintenance manuals for each pump station location.

10.1 Record Drawings

Kimley-Horn will prepare record drawings when construction work has been completed and accepted by EVMWD. The original tracings of the plans will be modified, if necessary, because of deviations from the original work. Modifications to the drawings will be based upon information supplied by EVMWD from their construction inspectors, manager, and/or Contractor. Kimley-Horn will notify EVMWD of discrepancies. The drawings will become EVMWD property.

10.2 Operation and Maintenance Manuals

Kimley-Horn will utilize the existing Operation and Maintenance Manuals as the basis for the updated manual. Equipment and facility information that has not changed will be copied, arranged, and formatted into the revised manuals. Changes that are discovered during the facility inspection will be reflected in the manual, including equipment information, to the extent practical. The manuals will include recommendations for inspection and maintenance.

TASK 10 DELIVERABLES (FOR EACH PUMP STATION PACKAGE)

- One (1) full-size mylars of Final Record Drawings
- One (1) electronic copy of Record Drawings
- One (1) electronic copy of Operations and Maintenance Manuals
- CADD Files

Assumptions

- ▶ New easement for a single property only, Daley A Pump Station. Assume Pats Point Pump Station can be located within existing road right-of-way
- ▶ A CEQA CatX is the only environmental documentation that will be needed since both pump stations will be replaced in kind. A higher level of CEQA documentation (IS/MND) can be provided as an additional service
- ▶ Construction duration is up to 12 months
- ▶ EVMWD, the City of Wildomar, and the County of Riverside are only permitting agencies
- ▶ Up to eight potholes are assumed for the project
- ▶ Pump station packages will be standalone packages for bidding by contractor

DALEY A AND PATS POINT BOOSTER PUMP STATIONS**Rehabilitation Project****G. COST PROPOSAL**

We have included a detailed cost proposal for each phase of work inclusive of all hourly rates, anticipated travel, and other incidental costs and charges. Costs are broken down by task. We welcome the opportunity to discuss our cost proposal with EVMWD and are open to adjustments and refinements as necessary to better accommodate your needs.

PATS POINT BOOSTER LABOR HOUR BREAKDOWN

Task	Employee:	Sam M./ Sarp	Renee/ Taylor	Sam W./ Melany	Jesse Schonfeld	Total Per Task
	Employee Class Hourly Rate:	Senior Prof I \$260.00	Prof Eng. \$170.00	Analyst \$150.00	Support Staff \$120.00	
1	Project Review, Meetings, and Project Mgmt					
1.1	Project Coordination	4	4		2	\$1,960
1.2	Project Meetings/Site Visits (8)	8	8	4		\$4,040
1.3	Project Schedule	1	2		1	\$720
1.4	CEQA CatX Assistance	4	4	6	2	\$2,860
2	Tech Memo - Alternatives					
2.1	General TM	2	2	8	2	\$2,300
2.2	Design Guidelines Review	1	1	1		\$580
2.3	Materials Selection	1	2	1		\$750
2.4	Base Mapping	1	4	15		\$3,190
2.5	Hydraulic Analysis and Pump Selection	2	10	10		\$3,720
3	Survey Coordination	1	2		1	\$720
4	Geotech Coordination	1	2		1	\$720
5	Electrical and Controls Evaluation					
5.1	Control System Evaluation	2	30	4	1	\$6,340
5.2	Power Supply	1	8	1		\$1,770
6	Potholing Coordination	1	2		1	\$720
7	60%/90%/Final PSE					
7.1	60% Plans	4	30	50		\$13,640
7.2	60% Specs	2	4		2	\$1,440
7.3	60% OPCC	1	2	2		\$900
7.1	90% Plans	12	60	80		\$25,320
7.2	90% Specs	6	6		1	\$2,700
7.3	90% OPCC	1	2	4		\$1,200
7.1	Final Plans	5	24	60	2	\$14,620
7.2	Final Specs	4	5		2	\$2,130
7.3	Final OPCC	1	1	2		\$730
7.4	Permits	1	4	3		\$1,390
7.1,7.2,7.3	QA/QC	5	5			\$2,150
8	Bidding Phase Services	2	6	6	1	\$2,560
9	Engineering Services During Construction					

DALEY A AND PATS POINT BOOSTER PUMP STATIONS

Rehabilitation Project

PATS POINT BOOSTER LABOR HOUR BREAKDOWN CONTINUED

Task	Employee:	Sam M./ Sarp	Renee/ Taylor	Sam W./ Melany	Jesse Schonfeld	Total Per Task
	Employee Class	Senior Prof I	Prof Eng.	Analyst	Support Staff	
	Hourly Rate:	\$260.00	\$170.00	\$150.00	\$120.00	
9.1	Shop Drawings/Submittals	4	17	22	2	\$7,470
9.2	Reports, Certifications, Tests	1	2	4		\$1,200
9.3	Consultation	1	8	10		\$3,120
9.4	Meetings	2	4	4		\$1,800
9.5	Change Orders	1	1	4		\$1,030
10	Record Drawings and OM Manuals					
10	Record Drawings	1	2	6	1	\$1,620
10	O&M Manual Updates	2	6	2	1	\$1,960
Total Hours:		0	86	270	23	\$117,370
Labor Cost:		\$ -	\$22,360.00	\$45,900.00	\$46,350.00	\$2,760.00
Geotechnical - Leighton		\$7,600				
Potholing-AIRX		\$8,000				
Survey-Cabrinha - Topo, Easement Plats and Legals		\$7,258				
Architect - Platt Whitelaw - Roofing and Door Details		\$9,030				
Expenses		\$700				
Total Labor Cost		\$149,958.00	Plancheck and Permit Fees (City of Wildomar and County of Riverside)			\$7,500
Pats Point Booster Total Labor Cost and Plancheck and Permit Fees (City of Wildomar and County of Riverside)						\$157,458

DALEY A AND PATS POINT BOOSTER PUMP STATIONS

Rehabilitation Project

DALEY A BOOSTER LABOR HOUR BREAKDOWN

Task	Employee:	Sam M./ Sarp	Renee/ Taylor	Sam W./ Melany	Jesse Schonfeld	Total Per Task
	Employee Class Hourly Rate:	Senior Prof I \$260.00	Prof Eng. \$170.00	Analyst \$150.00	Support Staff \$120.00	
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4	Geotech Coordination	1	2		1	\$720
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7.1,7.2,7.3	QA/QC	5	5			\$2,150
8	Bidding Phase Services	2	6	6	1	\$2,560
9	Engineering Services During Construction					

DALEY A AND PATS POINT BOOSTER PUMP STATIONS

Rehabilitation Project

DALEY A BOOSTER LABOR HOUR BREAKDOWN CONTINUED

Task	Employee:	Sam M./ Sarp	Renee/ Taylor	Sam W./ Melany	Jesse Schonfeld	Total Per Task	
	Employee Class Hourly Rate:	Senior Prof I \$260.00	Prof Eng. \$170.00	Analyst \$150.00	Support Staff \$120.00		
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9.5	Change Orders	1	1	4		\$1,030	
10	Record Drawings and OM Manuals						
10	Record Drawings	1	2	6	1	\$1,620	
10	O&M Manual Updates	2	6	2	1	\$1,960	
Total Hours:		0	86	270	23	\$117,370	
Labor Cost:		\$ -	\$22,360.00	\$45,900.00	\$46,350.00	\$2,760.00	\$117,370.00
Geotechnical - Leighton Consulting, Inc.		\$7,600					
Potholing - AirX Utility Surveyors, Inc.		\$8,000					
Survey - Cabrinha, Hearn & Associates - Topo, Easement Plats, and Legals		\$7,258					
Architect - Platt/Whitelaw Architects, Inc. - Roofing and Door Details		\$9,030					
Expenses		\$700					
Total Labor Cost		\$149,958.00	Plancheck and Permit Fees (City of Wildomar and Riverside County)			\$7,500	
Daley A Booster Total Labor Cost and Plancheck and Permit Fees (City of Wildomar and County of Riverside)						\$157,458	

TOTAL PATS POINT BOOSTER AND DALEY A BOOSTER COST	\$314,916
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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: February 24, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: PROFESSIONAL SERVICES AND AUTHORIZE EXPENDITURES FOR ON-CALL ELECTRICAL AND INSTRUMENTATION AND CONTROL SERVICES

STRATEGIC GOAL

Maintain and Upgrade Infrastructure
Optimize and Diversify Water Sourcing

RECOMMENDATION

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

1. Approve a Professional Services Agreement with Rockwell Construction Services, LLC;
2. Approve a Professional Services Agreement with The Engineering Partners, Inc.;
3. Authorize expenditures not to exceed a cumulative total of \$200,000 amongst the aforementioned consultants; and,
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The District utilizes on-call electrical and instrumentation and control (I&C) services to support Capital Improvement Program (CIP) and developer projects. Both CIP and developer projects require electrical and I&C support to perform tasks such as plan checking services, constructability reviews, shop drawing and submittal reviews, inspection, oversight of startup and testing, and preparing technical specifications. The District is limited with staff availability for electrical and I&C support; therefore, external resources are utilized to maintain and verify compliance with District Standards, the National Electrical Code, and the California Building Standards Code.

On September 26, 2019, the Board of Directors awarded a Professional Services Agreement to Rockwell Construction Services, LLC (Rockwell) in the amount of

\$150,000 for services similar in nature. Rockwell’s task allocation has averaged approximately \$50,000 per year and their contract is fully committed. Rockwell provides quality services to the District and their recent involvement has been instrumental to the success of both CIP and developer projects.

On December 7, 2021, the District solicited proposals for on-call electrical and instrumentation and control services with the intention to award contracts to up to two (2) firms. As the need for electrical and I&C services arises, each contracted firm will be asked to submit a quote that includes an understanding of the scope, proposed schedule, and a project specific fee. The award of task assignments will be based on quality, availability, and cost.

On January 17, 2022, five (5) proposals were received by the deadline. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and understanding of the required services, staff concluded that Rockwell Construction Services, LLC and The Engineering Partners, Inc. are most qualified. The evaluation ratings are as follows:

Proposal Evaluation Criteria¹	Cost Evaluation	Overall Quality of Proposal	Relevant Qualifications / Experience	Scope of Work and Schedule	Understanding of Project and Project Approach	Total Score
Weight	10%	10%	25%	25%	30%	100%
Eramosa International Inc.	100.00	75.00	162.50	162.50	210.00	710.00
Northern Digital, Inc.	100.00	77.50	156.25	168.75	217.50	720.00
Rockwell Construction Services, LLC	100.00	100.00	250.00	250.00	300.00	1000.00
Technology Resource Center, Inc.	100.00	80.00	168.75	175.00	225.00	748.75
The Engineering Partners, Inc.	100.00	90.00	200.00	212.50	240.00	842.50

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

Staff presented this item at the February 7, 2022 Engineering and Operations Committee Meeting, and the Committee and staff recommend award of a Professional Services Agreements with Rockwell Construction Services, LLC and The Engineering Partners, Inc., as well as authorization for expenditures not to exceed a cumulative total of \$200,000.00 amongst the aforementioned consultants for the contract term of one (1)

year, with optional extensions up to three (3) additional one-year terms. in the amount of \$200,000.

ENVIRONMENTAL WORK STATUS

This item does not constitute a project under CEQA.

FISCAL IMPACT

Within Budget – Yes. All costs associated with the on-call electrical services will be either billed to and paid for by the developer or included as part of the Districts previously budgeted CIP projects.

Originated by: Jason Dafforn – Engineering

Reviewed by: Scott Thompson / Natalee Dee – Finance

Attachments:

Signed Agreement – Rockwell Construction Services, LLC

Signed Agreement – The Engineering Partners, Inc.

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ON-CALL ELECTRICAL ENGINEERING AND INSTRUMENTATION AND CONTROL
SERVICES**

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 Rockwell Construction Services, LLC, a Limited Liability Corporation with its principal place of business at 31480 Justin Place, Valley Center, CA 92082 ("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 On-Call Electrical Engineering and Instrumentation and Control 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 On-Call Electrical Engineering and Instrumentation and Control Services 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 On-Call Electrical Engineering and Instrumentation and Control Services 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 February 24, 2022 to March 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 District shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, annually for no more than three (3) additional one-year terms. If the parties are unable to reach an agreement, the District, at its sole discretion, will not move forward with the renewal option and shall re-bid the work. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Thousand Dollars) 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:

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

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

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District's office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal

business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

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

3.4 Representatives of the Parties.

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

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

3.5 Indemnification.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which

is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

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

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

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

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and

volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

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

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

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

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

(g) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition,

such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

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

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

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

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

3.7 Termination of Agreement.

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

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

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

3.8 Ownership of Materials and Confidentiality.

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

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

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

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to

the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.9 Subcontracting/Subconsulting

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

3.10 General Provisions

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

DISTRICT:

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

CONSULTANT:

Rockwell Construction Services, LLC
31480 Justin Place
Valley Center, CA 92082
Attn: Jim Hudson

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
ON-CALL ELECTRICAL ENGINEERING AND INSTRUMENTATION AND CONTROL
SERVICES**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

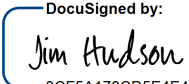
By: _____

Name: _____

Title: _____

Dated: _____

ROCKWELL CONSTRUCTION SERVICES, LLC

By:  _____
(Authorized Representative of Vendor)

Printed Name: Jim Hudson

Title: President

Dated: February 15, 2022

**EXHIBIT A
SCOPE OF SERVICES**



January 17, 2022

Subject: EVMWD – On-Call Electrical and Instrumentation and Control Services

Section 4.1(a) – Cover Letter

Rockwell Construction Services, LLC (RCS) is pleased to submit a proposal for the subject RFP. The individuals at (RCS) have played a key role in the Construction, Start-up, Commissioning and Close-out on several hundred projects over the 40 plus years that we've been involved in the Water / Wastewater industry. Our involvement with the industry was originally as an Electrical Contractor (Rockwell Electric, Inc.) where we provided contracting services on several EVMWD projects. We transitioned into the role of Construction Managers in 2006 and have been providing Electrical, Instrumentation and Control Construction Management services as a consultant since then.

The lead person for all authorized tasks associated with this RFP will be Jim Hudson who is the President of RCS. Phone (760) 715-3082. E-mail: jim.hudson@rockwell-cs.com. RCS does not have a Fax or Website currently. The RCS main office address is 31480 Justin Place, Valley Center Ca, 92082.

This proposal addresses each item required in the RFP in the same order as they're listed. Each of the identified sections will be addressed individually and marked appropriately with a cover page.

Section (b) – Understanding of Project and Project Approach

We will describe our understanding of the project scope and how we intend to execute the tasks required.

Section (c) – Personnel (Sections c and d have been combined to identify personnel associated with particular projects)

Key personnel will be presented along with a short resume for each. Please note that all RCS field personnel are qualified to perform any of the tasks identified in this proposal. Each individual has an extensive background in the installation and maintenance of the types of Electrical, Instrumentation and Control systems found on Water / Wastewater facilities.

Section (d) – List of Representative Projects

A short list of similar projects will be provided that demonstrate our experience with this type of work.

Section (e) – References

A list of three references will be provided for similar work done in the past.

Exhibit "A"

Section (f) – District Experience Section

A list of current and past EVMWD projects will be provided.

Section (g) – Cost Proposal

A rate sheet has been provided in this section.

Section (h) – Conflict of Interest Disclaimer

The signed Disclaimer form has been provided in this section.

Section (i) – Acknowledgement of Insurance Disclaimer

The Acknowledgement form has been provided.

Section (j) – Public Works Contractor Registration Certification

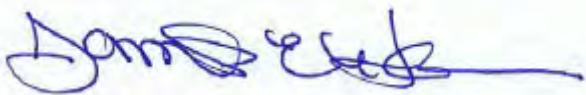
The DIR Registration Form is provided.

Section (k) – Addendum Acknowledgement

Per the Planet Bid Website on 1/16/22, there are no addenda for this project.

Proposed pricing identified in this proposal will be valid for 180 days from the notice to proceed date.

Regards,



Jim Hudson

ROCKWELL Construction Services, LLC

(760) 715-3082

jim.hudson@rockwell-cs.com

Section 4.1 (b) – Understanding of Project and Project Approach

Section 4.1(b) – Understanding of Project and Project Approach

Listed below are the tasks identified in the RFP that RCS is experienced in providing and qualified to support. In addition to listing the tasks we have addressed the methods we intend to implement to provide the District with the services requested.

Also listed are similar project related services offered by RCS that may be beneficial to the District.

1. Review of Plans and Specifications

RCS personnel have been involved with building several hundred projects over the course of our careers. When reviewing plans and specifications we look at them through the eyes of the contractor. We ask ourselves, is it buildable? Are the plans technically accurate and do they follow the NEC and building code requirements? Might there be another way to build it that may have advantages in both cost and operations. Are there areas where the contractor could have a good case for a change order? Have we experienced issues in the past with similar designs or equipment? Typically, our customers find that by engaging our services early in the design phase we can help provide a solid design that benefits them not only monetarily but functionally as well.

2. Assistance with Project Planning

The experience gained by building projects for many years provides us with a strong background with which to help with project planning. Whether it be providing assistance with a construction sequence in the specifications, or the review of a construction schedule provided by the contractor, our background allows us to evaluate the plan using our real-world experience

3. Investigation and Assessment of Electrical, Instrumentation and Control Systems

RCS has provided treatment plant assessments for several entities over the years including the EVMWD Regional Plant. Again, we rely on our experience and industry standards to assess installations and systems to provide a qualified evaluation. Being as we are all Journeyman Electricians, we can access electrical and instrumentation components in an educated and safe manner to support our investigations.

4. Assistance with RFI's

In the interest of partnering and efficient use of everybody's time, we typically try to work closely with the contractor and engineer to assist the contractor in submitting an RFI with a solid and often pre-approved solution. If we can help submit an RFI with a pre-approved solution we can save days, weeks, and months in wasted re-submittal and review time. Time that directly impacts the project schedule and often is one of the key issues resulting in a claim.

Exhibit "A"

5. Change Order's and Cost Review

RCE evaluates contractor Change Orders using the NECA Manual of Labor Units and trade experience. Material pricing is checked against real time material costs online. We establish the allowable levels of labor difficulty and allowable mark-ups on the first Change Order for consistency throughout the length of the project. Establishing these guidelines helps to expedite the process. We are very comfortable in negotiating directly with the contractor if desired by our client.

6. Project Inspection Services

At RCS we take a very "hands on" approach to inspection. We try to help the contractor do as well as he can by working closely with him to avoid costly mistakes. This of course also helps with mitigating delays due to re-work. This starts by us and the contractor reviewing plans and specifications at the onset of the project to make sure our understanding and interpretations are agreed to. We use the latest adopted versions of the NEC, NFPA and other applicable codes. We discuss methods and materials prior to installation where possible. We help the contractor to look ahead and be prepared for long lead time items that would affect the schedule if not taken care of in a timely manner. We strive to help make every project we're involved with technically sound and built to the highest degree of industry standards.

7. Start-up Plan Development and Start-up and Commissioning Expertise

The individuals at Rockwell Construction Services (RCS) have played a key role in the Start-up, Commissioning and Close-out on several hundred projects over the 35 plus years we've been involved in the Water / Wastewater industry. Over the course of that time, as both Contractors and later as Construction Managers, we have found that the key to an efficient and thorough commissioning is using a detailed plan. We also find that typically we end up driving the Start-up / Closeout procedure. We've always seen this as a natural occurrence since we ultimately are responsible for testing the entire Electrical, Instrumentation and Control system in great detail, which of course involves most of the mechanical equipment.

Typically, the contract documents require the contractor to provide a Start-up /Commissioning Plan. We've generally noticed that it is a tough, and often, painful process to end up with an approved plan that addresses all the steps in the detail required. We find that usually it requires several revisions before the Plan is approvable. Often, a minimal plan is accepted due to the need to start testing prior to really having the detailed plan required. This tends to make the process less accurate and efficient. This whole back and forth submittal exercise can require hundreds of man-hours on everyone's side and often leads to delays.

RCS feels we can greatly improve on this entire process if we provide the Start-up/Commissioning Plan. The RCS Plan is a very straightforward checkbox style. Each commissioning item is broken down into the detail needed to test all system components thoroughly. The Plan only starts with testing, it continues right on through all close-out items. An example of this is that all final documentation has its own check-box as do warranties, spare parts, as-builts, manufacturers certification's, O&M manuals etc.

Section (g) – Cost Proposal



Subject: RFP Proposal - Elsinore Valley Municipal Water District – On-Call Electrical and Instrumentation and Control Services

Section 4.1 (g)

Rockwell Construction Services (RCS) is pleased to offer a Proposal to Provide Professional Services as described below.

Project Understanding

The RFP requirements for the referenced project includes Electrical, Instrumentation and Control Design Review and Planning assistance. It also includes project construction support including documentation review, project oversight and start-up assistance. The anticipated budget costs for a typical installation are identified below.

Anticipated Tasks and Fees

Task 1 – Review and Comment on Electrical / Instrumentation and Control Design by others. Includes preliminary design, 30%, 60%, 90%, 100%, and Final Design submittals

Typical (3 pump) Booster Pump Station - 80 hours @ \$170 per hour = \$13,600.00

Typical (3 pump) Sewage Lift Station - 90 hours @ \$170 per hour = \$15,300.00

Typical Pressure Reducing Station – 40 hours @ \$170 per hour = \$6,800.00

Typical 2 Reservoir Sites - 32 hours @ \$170 per hour = \$5,440.00

Task 2 – Planning Assistance

Typical (3 pump) Booster Pump Station - 16 hours @ \$170 per hour = \$2,720.00

Typical (3 pump) Sewage Lift Station - 16 hours @ \$170 per hour = \$2,720.00

Typical Pressure Reducing Station – 8 hours @ \$170 per hour = \$1,360.00

Typical 2 Reservoir Sites - 8 hours @ \$170 per hour = \$1,360.00

Task 3 – Perform Facility Investigations and Assessments

Typical (3 pump) Booster Pump Station - 40 hours @ \$170 per hour = \$6,800.00

Typical (3 pump) Sewage Lift Station - 40 hours @ \$170 per hour = \$6,800.00

Exhibit "A"

Typical Pressure Reducing Station – 24 hours @ \$170 per hour = \$4,080.00

Typical 2 Reservoir Sites - 24 hours @ \$170 per hour = \$4,080.00

Task 4 – Permit Assistance

Typical assistance with SCE is the most likely for our type of work. The anticipated budget for assistance with utility planning, coordination through construction and ultimately obtaining a meter and power is - 40 hours @ \$170 per hour = \$6,800.00

Task 5 – Assistance with Bid Documentation and Specifications. Participation in Miscellaneous Meetings and Conferences

This work will be billed at \$170 per hour

Task 6 – Provide project inspection, start-up and commissioning, testing, and closeout support. Prepare daily field inspection reports and photo documentation. Maintain “red-line” as-built drawings related to electrical, instrumentation and controls.

Typical (3 pump) Booster Pump Station - 294 hours @ \$170 per hour = \$50,000.00

Typical (3 pump) Sewage Lift Station – 294 hours @ \$170 per hour = \$50,000.00

Typical Pressure Reducing Station – 88 hours @ \$170 per hour = \$15,000.00

Typical 2 Reservoir Sites - 88 hours @ \$170 per hour = \$15,000.00



**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ON-CALL ELECTRICAL ENGINEERING AND INSTRUMENTATION AND CONTROL
SERVICES**

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 The Engineering Partners, Inc., a Corporation, with its principal place of business at 10150 Meanley Drive, Suite 200, San Diego, CA 92131 ("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 On-Call Electrical Engineering and Instrumentation and Control Services 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 On-Call Electrical Engineering and Instrumentation and Control Services 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 Electrical Engineering and Instrumentation and Control Services 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 February 24, 2022 to March 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 District shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, annually for no more than three (3) additional one-year terms. If the parties are unable to reach an agreement, the District, at its sole discretion, will not move forward with the renewal option and shall re-bid the work. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00) 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: Matt Long, Romeo Flores, Benedick Balisi, Marizol Perez Cruz, and Ninh Nguyen.

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

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

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal

business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

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

3.4 Representatives of the Parties.

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

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

3.5 Indemnification.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which

is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

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

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

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

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and

volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance.

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

(d) Professional Liability.

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

(e) Excess Liability (if necessary).

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

(f) All Coverages.

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

(g) Separation of Insureds; No Special Limitations.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition,

such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

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

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

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

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

3.7 Termination of Agreement.

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

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

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

3.8 Ownership of Materials and Confidentiality.

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

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

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

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to

the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.9 Subcontracting/Subconsulting.

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

3.10 General Provisions.

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

DISTRICT:

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

CONSULTANT:

The Engineering Partners, Inc.
10150 Meanley Drive, Suite 200
San Diego, CA 92131
Attn: Matt Long

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

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

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

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

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

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

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

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

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

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

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

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

District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL ELECTRICAL ENGINEERING AND INSTRUMENTATION AND CONTROL
SERVICES**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:

By: _____

Name: _____

Title: _____

Dated: _____

THE ENGINEERING PARTNERS, INC.:

By: _____
DocuSigned by:
Matt Long
077E73F236D9407
(Authorized Representative of Vendor)

Printed Name: Matt Long

Title: Vice President

Dated: February 15, 2022

**EXHIBIT A
SCOPE OF SERVICES**

(a) Cover Letter

January 17, 2022

Elsinore Valley Municipal Water District
Engineering Department
31315 Chaney Street
Lake Elsinore, CA 92530

Subj: Proposal for On-Call Electrical and Instrumentation and Control Services

Engineering Partners, Inc. (EPI) is pleased to provide the Elsinore Valley Municipal Water District with our Proposal for On-Call Electrical and Instrumentation and Control Services prepared in accordance with the instructions of your RFP. EPI acknowledges receipt of Addendum 1 (QA Set 1) and Addendum 2 (QA Set 2) issued for this RFP. The cost proposal for this document will remain valid for a period of at least 180 days.

EPI is an established electrical engineering firm which has provided consultant services throughout California for the past 36 years with a depth of project experience for commercial, industrial, military, and government establishments. EPI is a certified Minority Business Enterprise certified by the California Public Utilities Commission. Our firm has numerous years of experience in electrical engineering including all phases of preparing plans, specifications, reports, analysis, cost estimating, and construction management for electrical systems. Our staff is available to begin work immediately, with a current workload which will readily accommodate your design schedule.

Our representative to contact concerning this proposal, and who has the authority to enter into a binding agreement with the District, is:

Matt Long, P.E., Vice President
Phone: (858) 824-1761 / Fax: (858) 824-1768
Email: matt@engineeringpartners.com
The Engineering Partners, Inc. (legal name)
10150 Meanley Drive, Suite 200 (Corporate office and sole location)
San Diego, CA 92131
858-824-1761 Telephone 858-824-1768 Fax
Website: www.engineeringpartners.com

It is our mission to provide our clients with a complete spectrum of superior engineering services. EPI is committed to providing the most cost effective designs to your projects, while striving to provide the utmost in quality and value. We thank you for the opportunity of presenting our qualifications. If you have any questions, please do not hesitate to contact me.

Sincerely,



Matt Long
Vice President
ML/ll

This Proposal is being provided to the Elsinore Valley Municipal Water District (EVMWD) Engineering Department in response to the Request for Proposal for On-Call Electrical and Instrumentation and Control Services. This document will demonstrate that The Engineering Partners, Inc. is a well-qualified and professional firm that possesses the requisite qualifications and experience for these services. EPI acknowledges receipt of Addendum No. 1 (QA Set 1), dated December 22, 2021, and Addendum No. 2 (QA Set 2), dated December 28, 2021.

(b) Understanding Of Project And Project Approach

EPI understands that this is an “on-call” service agreement for electrical and instrumentation and control services for Water District projects. This could mean a small or large project could occur at any time over the contract term of one year (March 2022 to March 2023), with the renewal option of up to three additional one year terms. These types of contracts can have a variety of project types. In addition, there could be several work orders or projects that occur simultaneously. EPI has had many “on call” service agreements for federal, state, and local government entities. We understand that most, if not all, could be repair or renovation work that requires careful planning and phasing so that current EVMWD Operations are minimally affected. EPI understands that it will be required to provide electrical, instrumentation and control, systems integration, planning, design and constructability review, inspection, and startup and testing support for a variety of Capital Improvement and developer projects.

EPI has extensive experience in open-end, as-needed, multiple delivery type work orders with a maximum budget over a specified or designated period of time for federal and municipal entities. Most of these contracts were over \$500K maximum per annum, with projects ranging in size from very small to very large, and from simple to complex.

EPI strives to provide our clients with superior quality and value through a commitment to client satisfaction, professional expertise, budgetary considerations, schedule adherence, regulatory compliance, and integrity in our business practices. It is our mission to provide the highest quality of electrical engineering consulting services to our clients.

APPROACH TO TYPICAL AS-NEEDED PROJECT

Upon project award, EPI will follow this typical sequence of tasks to accomplish a District project. Our approach to determine the scope of work for a **hypothetical** project such as a water conveyance facility or flow control facility project would include the following points:

A. General:

1. Receive general scope from EVMWD, prepare submit proposal, clarify and negotiate (if necessary) and secure contract.
2. New Pump Station Location: Because we are only performing Controls, Instrumentation and Electrical Professional Services, the location, site access and preparation, civil works, water works, structural, environmental, and other professional services have already been selected or are in that process.
3. Kick-Off Meeting: Obtain the preliminary plans (developed by other), design parameters, horsepower requirements, I/O requirements, Schedule, As-builts (if applicable), EVMWD Standards, etc.

4. Technical Research:

- a. Review of Current EVMWD standards/guidelines for:
 - PLC Implementation Standards; Aqueduct Control System User's Guide;
 - Electrical/Instrumentation Guide Drawings;
 - Standard Drawings & Details;
 - Engineering Standard Document 120 - Drafting Manual;
 - Engineering Standard Document 150 - Specification Style Guide;
 - Engineering Standard Document 160 - Design Manual, Volumes 1 and 2;
 - Engineering Standard Document 260 - Cost Estimating Guidelines;
 - Technical Guide Specifications.
- b. Review of Applicable Codes & Standards
 - NEC, CEC, NFPA
 - County Regulations – Electric, Air Quality, Fuel (Generators)
 - City Regulations -Electric, Excavation
 - GO 128/95 - OH and UG Electric

B. Preliminary Design Report (PDR)/Conceptual Design:

1. Coordinate with other consultants the location and layout of the new Pump Station.
2. Coordinate with mechanical designer to understand process as necessary to develop appropriate monitoring and control design.
3. Site Electrical – Locate point of connection (POC) for Electrical and Communications. If providers are Franchise Utilities, initiate dialog with providers for information and necessary forms.
4. Conceptual Drawings – Prepare Concept Electrical and Control/Process Diagrams
 - a. Site Power, Lighting and Communications
 - b. Facility Power, Lighting and Communications
 - c. Process and Control for major equipment
5. Prepare Preliminary Design Report complete with conceptual (35%) design, SCADA points list, site investigation documentation, cost opinion for improvements, etc.
6. Attend review meeting to discuss review comments and provide meeting minutes of outcome within 5 business days.

C. 60% Design:

1. Respond to all Comments from the PDR and Concept.
2. Obtain most updated background plans and site changes.
3. Coordinate Service or submit Preliminary Design for connection with Franchise Utilities.
4. Prepare 60% Design Documents for Controls and Electrical Systems
 - a. Plans
 - Site – Power, LED Lighting, Communications, Security
 - Point of connection for power and communications
 - UG pathways and routes
 - Utility structure locations, types, transformers, pedestals, handholes, etc.
 - Site lighting poles and bases
 - Wireless antenna poles and bases
 - Security cameras and lights

Exhibit "A"

-
- Access controls and intrusion detection
 - Monitoring and control for tanks and vaults
 - Pump Station Structure – Power, LED Lighting, Security
 - Switchboard, switchgear, transformer, variable frequency drives, motor control center, panelboard, control panel, etc. physical sizes, locations and code/utility required clearances
 - Interior and building mounted lighting fixture locations and mounts
 - Enclosure Locations and Mounts
 - Process control and monitoring equipment
 - Mechanical cooling, supply and exhaust fans
 - Security system and access control
 - Sump pumps and flood alarms
 - Controls – P&ID, Process Drawings, elementary drawings
 - Field Instruments
 - Mounting Detail
 - Panel Layouts and Diagrams
 - Wiring Diagrams
 - Control/Communication System Block Diagram
- b. Specs – Per the EVMWD Guide (60% Outline Level)
- c. Cost Estimates – Per the EVMWD Guide
5. Attend review meeting to discuss review comments and provide meeting minutes of outcome within 5 business days.
- D. 100% Design:**
1. Respond to all Comments from the 60% Design.
 2. Obtain most updated background plans and site changes.
 3. Coordinate Service or submit 100% Design for connection with Franchise Utilities.
 4. Prepare 100% Design Documents for Controls and Electrical Systems
 - a. Plans
 - Site – Power, LED Lighting, Communications, Security
 - Point of connection for power and communications
 - UG pathways and routes
 - Utility structure locations, types, transformers, pedestals, handholes, etc.
 - Site lighting poles, bases and photometrics
 - Wireless antenna poles and bases
 - Security cameras and lights
 - Access controls and intrusion detection
 - Monitoring and control for tanks and vaults

Exhibit "A"

- Pump Station Structure – Power, LED Lighting, Security
 - Switchboard, switchgear, transformer, variable frequency drives, motor control center, panelboard, control panel, etc. physical sizes, locations and code/utility required clearances based on final equipment selection
 - Interior and building mounted lighting fixture locations and mounts
 - Enclosure Locations and Mounts
 - Process control and monitoring equipment
 - Mechanical cooling, supply and exhaust fans
 - Security system and access control
 - Sump pumps and flood alarms
 - Lighting and panel schedules
 - Conduit and conductor schedules
 - Details
 - Controls – P&ID, Process Drawings, elementary drawings
 - Field Instruments
 - Mounting Details
 - Panel Layouts and Diagrams
 - Wiring Diagrams
 - Control panel and field instrument bill of materials based on final equipment selection
- b. Specs – 100% level bid set per the EVMWD Guide
- c. Cost Estimates – Per the EVMWD Guide
5. Attend review meeting to discuss review comments and provide meeting minutes of outcome within 5 business days.

E. Construction Support Services

1. Field Observation during Construction for Quality assurance and/or field inspection services, PLC implementation, electrical and control system supplemental engineering design and field testing and evaluation of instrumentation, controls, loops, and electrical equipment.
2. Review contractor material submittals with five-day turn around.
3. Responses to Requests for (RFIs) with three day turnaround. Prepare change order cost estimates and evaluate change order requests. Provide technical support in negotiations of change orders with construction contractors. Provide technical support on claims and litigation associated with electrical issues.
4. As-built of construction markups upon completion of construction.

DATA TRANSMITTAL

1. EPI has an FTP site for electronic drawing transfer between consultants and EVMWD.
2. For routine correspondence: email with PDF attachments is proposed.
3. Hard copy deliverables will be overnight courier such as FEDEX.
4. All requirements for "Deliverables" as specified in the RFP will be followed by EPI throughout execution of the project.

(g) Cost Proposal**CONSULTANT HOURLY FEES**

Position	2022 Hourly Rate
Principal Engineer / QA	\$200
Senior Engineer/Sr. Project Manager	\$190
Project Engineer	\$145
Senior Designer	\$125
Technician/Drafter	\$90
Office Support	\$75

Reimbursable Expenses

Reproduction-Blueprinting	\$1.50/page
Reproduction-Xerox	\$0.25/page
Mileage	\$0.56/mile

EPI understands the Design Professional Services Costs will be provided to EVWMD on a per task basis before beginning work on any project assignment. The firm will provide an itemized estimate for each task order based on the hourly rates and other associated costs.

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ON-CALL ELECTRICAL ENGINEERING AND INSTRUMENTATION AND CONTROL
SERVICES**

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 The Engineering Partners, Inc., a Corporation, with its principal place of business at 10150 Meanley Drive, Suite 200, San Diego, CA 92131 ("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 On-Call Electrical Engineering and Instrumentation and Control Services 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 On-Call Electrical Engineering and Instrumentation and Control Services 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 Electrical Engineering and Instrumentation and Control Services 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 February 24, 2022 to March 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 District shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, annually for no more than three (3) additional one-year terms. If the parties are unable to reach an agreement, the District, at its sole discretion, will not move forward with the renewal option and shall re-bid the work. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00) 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: Matt Long, Romeo Flores, Benedick Balisi, Marizol Perez Cruz, and Ninh Nguyen.

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

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

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal

business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

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

3.4 Representatives of the Parties.

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

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

3.5 Indemnification.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which

is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

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

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

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

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and

volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance.

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

(d) Professional Liability.

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

(e) Excess Liability (if necessary).

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

(f) All Coverages.

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

(g) Separation of Insureds; No Special Limitations.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition,

such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

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

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

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

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

3.7 Termination of Agreement.

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

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

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

3.8 Ownership of Materials and Confidentiality.

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

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

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

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to

the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.9 Subcontracting/Subconsulting.

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

3.10 General Provisions.

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

DISTRICT:

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

CONSULTANT:

The Engineering Partners, Inc.
10150 Meanley Drive, Suite 200
San Diego, CA 92131
Attn: Matt Long

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

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

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

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

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

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

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

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

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

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

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

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

District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL ELECTRICAL ENGINEERING AND INSTRUMENTATION AND CONTROL
SERVICES**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:

By: _____

Name: _____

Title: _____

Dated: _____

THE ENGINEERING PARTNERS, INC.:

By: _____
DocuSigned by:
Matt Long
077E73F236D9407
(Authorized Representative of Vendor)

Printed Name: Matt Long

Title: Vice President

Dated: February 15, 2022

**EXHIBIT A
SCOPE OF SERVICES**

(a) Cover Letter

January 17, 2022

Elsinore Valley Municipal Water District
Engineering Department
31315 Chaney Street
Lake Elsinore, CA 92530

Subj: Proposal for On-Call Electrical and Instrumentation and Control Services

Engineering Partners, Inc. (EPI) is pleased to provide the Elsinore Valley Municipal Water District with our Proposal for On-Call Electrical and Instrumentation and Control Services prepared in accordance with the instructions of your RFP. EPI acknowledges receipt of Addendum 1 (QA Set 1) and Addendum 2 (QA Set 2) issued for this RFP. The cost proposal for this document will remain valid for a period of at least 180 days.

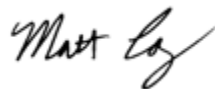
EPI is an established electrical engineering firm which has provided consultant services throughout California for the past 36 years with a depth of project experience for commercial, industrial, military, and government establishments. EPI is a certified Minority Business Enterprise certified by the California Public Utilities Commission. Our firm has numerous years of experience in electrical engineering including all phases of preparing plans, specifications, reports, analysis, cost estimating, and construction management for electrical systems. Our staff is available to begin work immediately, with a current workload which will readily accommodate your design schedule.

Our representative to contact concerning this proposal, and who has the authority to enter into a binding agreement with the District, is:

Matt Long, P.E., Vice President
Phone: (858) 824-1761 / Fax: (858) 824-1768
Email: matt@engineeringpartners.com
The Engineering Partners, Inc. (legal name)
10150 Meanley Drive, Suite 200 (Corporate office and sole location)
San Diego, CA 92131
858-824-1761 Telephone 858-824-1768 Fax
Website: www.engineeringpartners.com

It is our mission to provide our clients with a complete spectrum of superior engineering services. EPI is committed to providing the most cost effective designs to your projects, while striving to provide the utmost in quality and value. We thank you for the opportunity of presenting our qualifications. If you have any questions, please do not hesitate to contact me.

Sincerely,



Matt Long
Vice President
ML/ll

This Proposal is being provided to the Elsinore Valley Municipal Water District (EVMWD) Engineering Department in response to the Request for Proposal for On-Call Electrical and Instrumentation and Control Services. This document will demonstrate that The Engineering Partners, Inc. is a well-qualified and professional firm that possesses the requisite qualifications and experience for these services. EPI acknowledges receipt of Addendum No. 1 (QA Set 1), dated December 22, 2021, and Addendum No. 2 (QA Set 2), dated December 28, 2021.

(b) Understanding Of Project And Project Approach

EPI understands that this is an “on-call” service agreement for electrical and instrumentation and control services for Water District projects. This could mean a small or large project could occur at any time over the contract term of one year (March 2022 to March 2023), with the renewal option of up to three additional one year terms. These types of contracts can have a variety of project types. In addition, there could be several work orders or projects that occur simultaneously. EPI has had many “on call” service agreements for federal, state, and local government entities. We understand that most, if not all, could be repair or renovation work that requires careful planning and phasing so that current EVMWD Operations are minimally affected. EPI understands that it will be required to provide electrical, instrumentation and control, systems integration, planning, design and constructability review, inspection, and startup and testing support for a variety of Capital Improvement and developer projects.

EPI has extensive experience in open-end, as-needed, multiple delivery type work orders with a maximum budget over a specified or designated period of time for federal and municipal entities. Most of these contracts were over \$500K maximum per annum, with projects ranging in size from very small to very large, and from simple to complex.

EPI strives to provide our clients with superior quality and value through a commitment to client satisfaction, professional expertise, budgetary considerations, schedule adherence, regulatory compliance, and integrity in our business practices. It is our mission to provide the highest quality of electrical engineering consulting services to our clients.

APPROACH TO TYPICAL AS-NEEDED PROJECT

Upon project award, EPI will follow this typical sequence of tasks to accomplish a District project. Our approach to determine the scope of work for a **hypothetical** project such as a water conveyance facility or flow control facility project would include the following points:

A. General:

1. Receive general scope from EVMWD, prepare submit proposal, clarify and negotiate (if necessary) and secure contract.
2. New Pump Station Location: Because we are only performing Controls, Instrumentation and Electrical Professional Services, the location, site access and preparation, civil works, water works, structural, environmental, and other professional services have already been selected or are in that process.
3. Kick-Off Meeting: Obtain the preliminary plans (developed by other), design parameters, horsepower requirements, I/O requirements, Schedule, As-builts (if applicable), EVMWD Standards, etc.

4. Technical Research:

- a. Review of Current EVMWD standards/guidelines for:
 - PLC Implementation Standards; Aqueduct Control System User's Guide;
 - Electrical/Instrumentation Guide Drawings;
 - Standard Drawings & Details;
 - Engineering Standard Document 120 - Drafting Manual;
 - Engineering Standard Document 150 - Specification Style Guide;
 - Engineering Standard Document 160 - Design Manual, Volumes 1 and 2;
 - Engineering Standard Document 260 - Cost Estimating Guidelines;
 - Technical Guide Specifications.
- b. Review of Applicable Codes & Standards
 - NEC, CEC, NFPA
 - County Regulations – Electric, Air Quality, Fuel (Generators)
 - City Regulations -Electric, Excavation
 - GO 128/95 - OH and UG Electric

B. Preliminary Design Report (PDR)/Conceptual Design:

1. Coordinate with other consultants the location and layout of the new Pump Station.
2. Coordinate with mechanical designer to understand process as necessary to develop appropriate monitoring and control design.
3. Site Electrical – Locate point of connection (POC) for Electrical and Communications. If providers are Franchise Utilities, initiate dialog with providers for information and necessary forms.
4. Conceptual Drawings – Prepare Concept Electrical and Control/Process Diagrams
 - a. Site Power, Lighting and Communications
 - b. Facility Power, Lighting and Communications
 - c. Process and Control for major equipment
5. Prepare Preliminary Design Report complete with conceptual (35%) design, SCADA points list, site investigation documentation, cost opinion for improvements, etc.
6. Attend review meeting to discuss review comments and provide meeting minutes of outcome within 5 business days.

C. 60% Design:

1. Respond to all Comments from the PDR and Concept.
2. Obtain most updated background plans and site changes.
3. Coordinate Service or submit Preliminary Design for connection with Franchise Utilities.
4. Prepare 60% Design Documents for Controls and Electrical Systems
 - a. Plans
 - Site – Power, LED Lighting, Communications, Security
 - Point of connection for power and communications
 - UG pathways and routes
 - Utility structure locations, types, transformers, pedestals, handholes, etc.
 - Site lighting poles and bases
 - Wireless antenna poles and bases
 - Security cameras and lights

Exhibit "A"

-
- Access controls and intrusion detection
 - Monitoring and control for tanks and vaults
 - Pump Station Structure – Power, LED Lighting, Security
 - Switchboard, switchgear, transformer, variable frequency drives, motor control center, panelboard, control panel, etc. physical sizes, locations and code/utility required clearances
 - Interior and building mounted lighting fixture locations and mounts
 - Enclosure Locations and Mounts
 - Process control and monitoring equipment
 - Mechanical cooling, supply and exhaust fans
 - Security system and access control
 - Sump pumps and flood alarms
 - Controls – P&ID, Process Drawings, elementary drawings
 - Field Instruments
 - Mounting Detail
 - Panel Layouts and Diagrams
 - Wiring Diagrams
 - Control/Communication System Block Diagram
- b. Specs – Per the EVMWD Guide (60% Outline Level)
- c. Cost Estimates – Per the EVMWD Guide
5. Attend review meeting to discuss review comments and provide meeting minutes of outcome within 5 business days.
- D. 100% Design:**
1. Respond to all Comments from the 60% Design.
 2. Obtain most updated background plans and site changes.
 3. Coordinate Service or submit 100% Design for connection with Franchise Utilities.
 4. Prepare 100% Design Documents for Controls and Electrical Systems
 - a. Plans
 - Site – Power, LED Lighting, Communications, Security
 - Point of connection for power and communications
 - UG pathways and routes
 - Utility structure locations, types, transformers, pedestals, handholes, etc.
 - Site lighting poles, bases and photometrics
 - Wireless antenna poles and bases
 - Security cameras and lights
 - Access controls and intrusion detection
 - Monitoring and control for tanks and vaults

Exhibit "A"

- Pump Station Structure – Power, LED Lighting, Security
 - Switchboard, switchgear, transformer, variable frequency drives, motor control center, panelboard, control panel, etc. physical sizes, locations and code/utility required clearances based on final equipment selection
 - Interior and building mounted lighting fixture locations and mounts
 - Enclosure Locations and Mounts
 - Process control and monitoring equipment
 - Mechanical cooling, supply and exhaust fans
 - Security system and access control
 - Sump pumps and flood alarms
 - Lighting and panel schedules
 - Conduit and conductor schedules
 - Details
 - Controls – P&ID, Process Drawings, elementary drawings
 - Field Instruments
 - Mounting Details
 - Panel Layouts and Diagrams
 - Wiring Diagrams
 - Control panel and field instrument bill of materials based on final equipment selection
- b. Specs – 100% level bid set per the EVMWD Guide
- c. Cost Estimates – Per the EVMWD Guide
5. Attend review meeting to discuss review comments and provide meeting minutes of outcome within 5 business days.

E. Construction Support Services

1. Field Observation during Construction for Quality assurance and/or field inspection services, PLC implementation, electrical and control system supplemental engineering design and field testing and evaluation of instrumentation, controls, loops, and electrical equipment.
2. Review contractor material submittals with five-day turn around.
3. Responses to Requests for (RFIs) with three day turnaround. Prepare change order cost estimates and evaluate change order requests. Provide technical support in negotiations of change orders with construction contractors. Provide technical support on claims and litigation associated with electrical issues.
4. As-built of construction markups upon completion of construction.

DATA TRANSMITTAL

1. EPI has an FTP site for electronic drawing transfer between consultants and EVMWD.
2. For routine correspondence: email with PDF attachments is proposed.
3. Hard copy deliverables will be overnight courier such as FEDEX.
4. All requirements for "Deliverables" as specified in the RFP will be followed by EPI throughout execution of the project.

(g) Cost Proposal**CONSULTANT HOURLY FEES**

Position	2022 Hourly Rate
Principal Engineer / QA	\$200
Senior Engineer/Sr. Project Manager	\$190
Project Engineer	\$145
Senior Designer	\$125
Technician/Drafter	\$90
Office Support	\$75

Reimbursable Expenses

Reproduction-Blueprinting	\$1.50/page
Reproduction-Xerox	\$0.25/page
Mileage	\$0.56/mile

EPI understands the Design Professional Services Costs will be provided to EVWMD on a per task basis before beginning work on any project assignment. The firm will provide an itemized estimate for each task order based on the hourly rates and other associated costs.



Our Mission...

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

DATE: February 24, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A PUBLIC WORKS CONTRACT WITH SCW CONTRACTING CORPORATION FOR THE ROTO SCREEN DRAIN LINE AT RAILROAD CANYON WATER RECLAMATION FACILITY PROJECT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

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

1. Approve a Public Works Contract with SCW Contracting Corporation in the amount of \$419,250.00;
2. Authorize \$2,096.00 for overhead and \$32,264.00 for staff time;
3. Authorize the total expenditure in the amount of \$453,610.00 to the Capital Improvement Program, with funding provided from the Wastewater Replacement Program;
4. Authorize a supplemental appropriation of funds in the amount of \$939.00 to the Capital Improvement Program, with funding provided from the Wastewater Replacement Program; and,
5. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Railroad Canyon Water Reclamation Facility (RRCWRF) treats wastewater and provides recycled water to Canyon Lake and Canyon Hills areas. The RRCWRF was built in 1982 and upgraded in 1991 and 2004. There is an existing 4-inch drain line between the roto screen and sump pit that experiences recurring issues with clogging and requires continual maintenance. To resolve the clogging, the RRCWRF Roto Screen Drain Line Project proposes to upsize the drain line to an 8-inch diameter pipeline and

add two cleanout appurtenances to facilitate cleaning. The Project will also help to mitigate sewer overflows and improve maintenance ability.

Additionally, there are storm water drainage issues along steep slopes to the north of the recycled water ponds. This drainage needs to be redirected away from the recycled water ponds to an onsite drainage facility. To divert the storm water, the Project proposes to install drainage improvements along the slope and permanent erosion control measures.

The Project was advertised for bid on December 8, 2021 via PlanetBids. On January 18, 2022, two (2) prequalified bidders submitted bids by the deadline as follows:

SCW Contracting Corporation	\$419,250.00
Tharsos Inc.	Non-responsive

Tharsos Inc. has been deemed non-responsive due to an incomplete bid submission.

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

Staff presented this item at the February 7, 2022 Engineering and Operations Committee Meeting, and the Committee and staff recommend award of a Public Works Contract with SCW Contracting Corporation in the amount of \$419,250.00. This item, including overhead of \$2,096.00, as well as staff time (175 hours) & fringe benefits of \$32,264.00 totals \$453,610.00.

ENVIRONMENTAL WORK STATUS

Upon approval, staff plans to file a Notice of Exemption with the State Clearinghouse as this project is categorically exempt from CEQA requirements as an activity involving replacement or reconstruction of an existing facility (15301, 15302).

FISCAL IMPACT

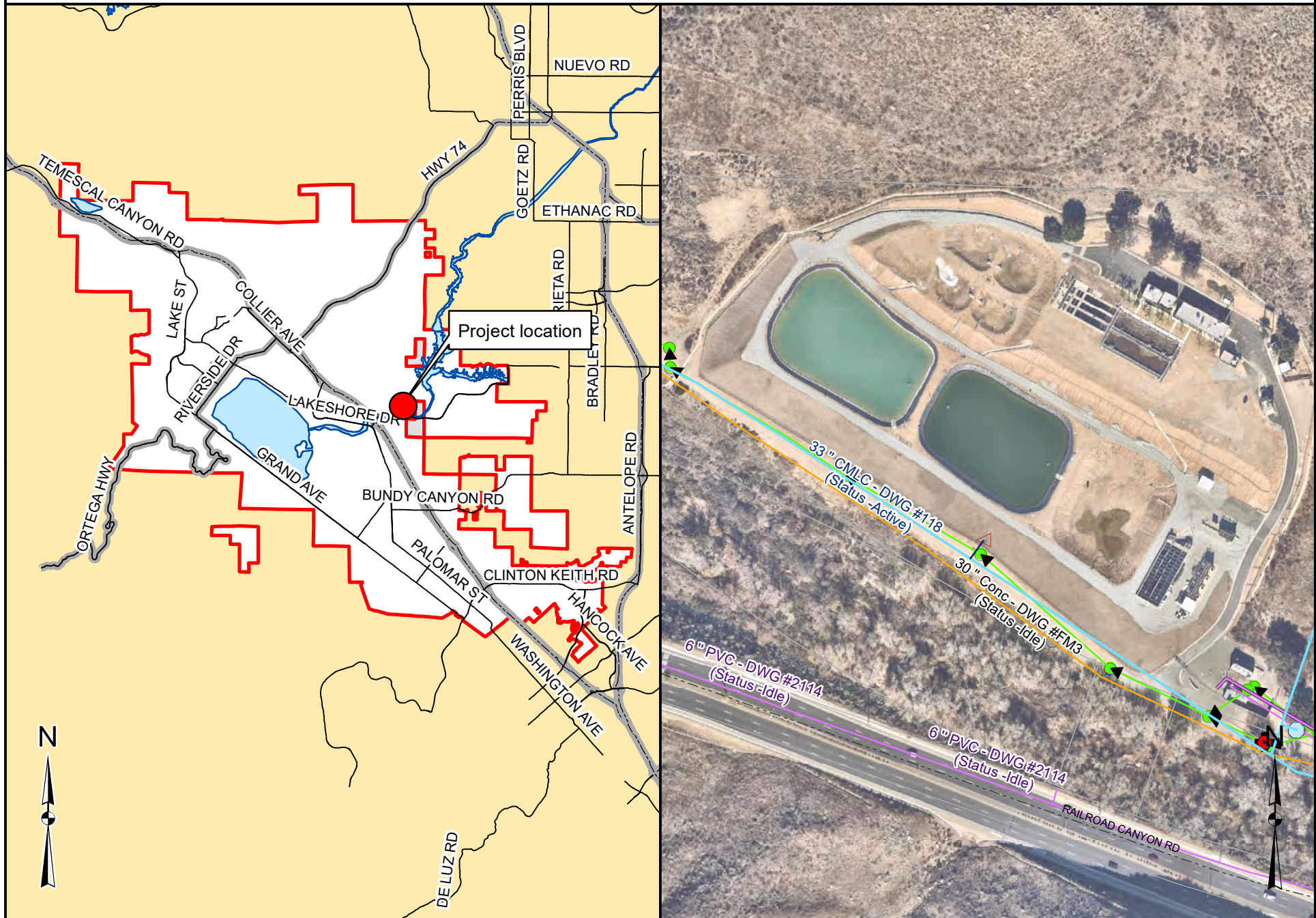
Within Budget – No. A supplemental appropriation of funds in the amount \$939 is being requested with funding provided by the Wastewater Replacement Program.

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

Attachments:

Signed Contract – SCW Contracting Corporation
Location Map

RAILROAD CANYON WRF ROTO SCREEN DRAIN LINE (WO C2028)



Document Path: F:\ENGIN3_District Projects\Roto Screen Drain Line at RCWRF - C2028\5. Admin\Staff Reports\Backup Documents

00 52 13 – CONTRACT

This **CONTRACT, No. 1106** is made and entered into this _____ day of _____, 20____, by and between Elsinore Valley Municipal Water District, sometimes hereinafter called "District," and **SCW Contracting Corporation**, 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:

Roto Screen Drain Line at Railroad Canyon Water Reclamation Facility

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 90 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 four hundred nineteen thousand two hundred fifty dollars (\$419,250.00). 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.

SCW CONTRACTING CORPORATION

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

Name of Contractor

By  _____

By _____
Greg Thomas
General Manager

Name and Title:
Jeffrey Scrape, President

Date:

License No.
6030435

Date:
1/31/2022

**(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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Diego

On February 1, 2022 before me, Elizabeth A. Bulger, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey Scrape
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contract of EVMWD Roto Screen Drain Line at Railroad Canyon Water Reclamaion Facility

Document Date: Januray 31, 2022 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s)
 - Limited
 - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above



Our Mission...

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

DATE: February 24, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A PUBLIC WORKS CONTRACT WITH TK CONSTRUCTION FOR THE WASHINGTON AVENUE LIFT STATION DECOMMISSIONING (PHASE 1) AND NEW 18-INCH PVC GRAVITY SEWER PIPELINE PROJECT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

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

1. Approve a Public Works Contract with TK Construction in the amount of \$413,490.00;
2. Authorize \$2,067.00 for overhead and \$38,574.00 for staff time;
3. Authorize the total expenditure in the amount of \$454,131.00 to the Capital Improvement Program, with funding provided from the Wastewater Replacement and Wastewater Capacity Programs; and,
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

In 1988, the Elsinore Valley Municipal Water District (EVMWD) entered into an agreement with Rancho California Water District (RCWD) for treatment and disposal of wastewater for the California Oaks development located in the Southern Service Area of EVMWD. The Agreement was set to expire in 2016.

In 2014, EVMWD, Western Municipal Water District (WMWD), and RCWD's Board of Directors adopted a resolution for the intent to form a Joint Powers Authority (JPA). The formation of a JPA presented the opportunity for EVMWD and WMWD to be involved in the governance and operations of the Santa Rosa Water Reclamation Facility (SRWRF),

with the goal of controlling costs and improving efficiency. Additionally, forming the JPA provided the opportunity for EVMWD to divert additional wastewater flows to SRWRF, resulting in additional operational cost reductions.

On November 12, 2015, the EVMWD Board of Directors approved Resolution 15-11-02 forming the Santa Rosa Regional Resources Authority (SRRRA) JPA. The SRRRA JPA is responsible for the collection, transmission, treatment, and disposal of wastewater from its member agencies. EVMWD has the right to discharge an average of 2,000,000 gallons per day (gpd) of wastewater to SRRRA. EVMWD currently discharges approximately 800,000 gpd.

In 2019, EVMWD developed a phased Capital Improvement Program necessary to transfer additional wastewater flows to SRRRA to maximize its treatment capacity. The evaluation identified the Washington Avenue Lift Station (WALS) Bypass as the first project. WALS was constructed in 2009 and is located along Palomar Street at the border of the City of Wildomar and Murrieta. WALS currently conveys sewer from EVMWD's Southern Section to the Regional Water Reclamation Facility.

The WALS Bypass project consists of installing approximately 55 feet of 18-inch pipe immediately adjacent to the facility. Once the project is completed, an additional 125,000 gpd will be conveyed for treatment by SRRRA.

The Project design plans and specifications were completed in-house by EVMWD staff. The design was approved in November 2021.

The Project was advertised for bid on December 7, 2021 via PlanetBids. On January 12, 2022, 4 prequalified bidders submitted bids by the deadline as follows:

TK Construction	\$413,490.00
SCW Contracting Corp.	\$746,253.00
T.E. Roberts, Inc.	\$955,882.00
C. P. Construction	Non-Responsive

C.P. Construction has been deemed non-responsive due to an incomplete bid submission.

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

Staff presented this item at the February 7, 2022 Engineering and Operations Committee Meeting, and the Committee and staff recommend award of a Public Works Contract

with TK Construction in the amount of \$413,490.00. This item, including overhead of \$2,067.00, as well as staff time (220 hours) & fringe benefits of \$38,574.00, totals \$454,131.00.

ENVIRONMENTAL WORK STATUS

Upon approval, staff plans to file a Notice of Exemption in the amount of \$50 with the Riverside County Clerk's Office as this project is categorically exempt from CEQA requirements as an activity involving replacement of an existing facility (15301) and statutorily exempt from CEQA requirements as an activity involving pipeline installation within the public right-of-way less than one mile in length (21080.21).

FISCAL IMPACT

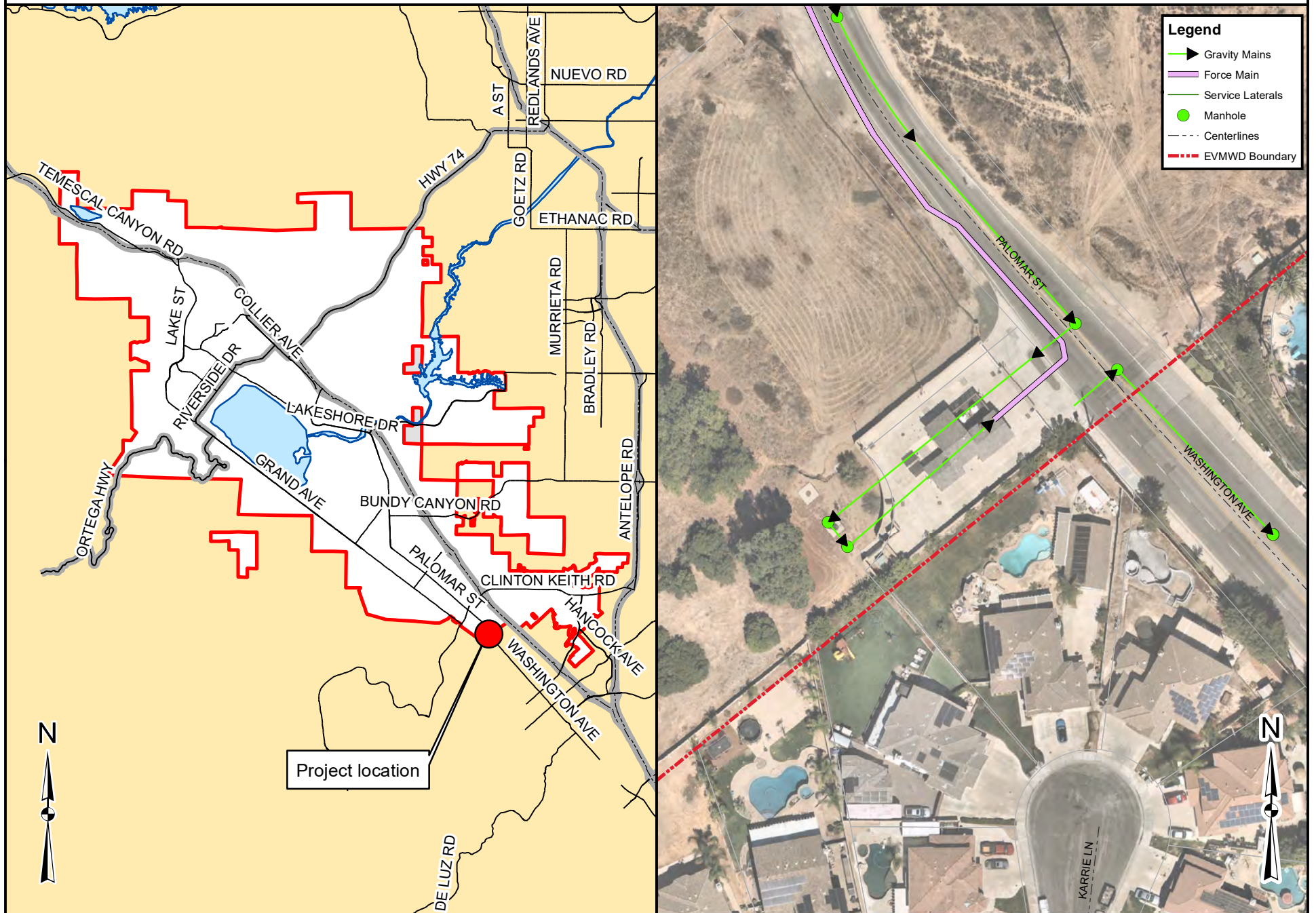
Within Budget – Yes.

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

Attachments:

Signed Contract – TK Construction
Location Map

WASHINGTON AVENUE LIFT STATION



Document Path: F:\ENGIN3_District Projects\Washington LS Bypass - 75938\5. Admin\Staff Reports\Backup Documents\WALS.mxd

00 52 13 – CONTRACT

This **CONTRACT, No. 1105** is made and entered into this ____ day of _____, 20____, by and between Elsinore Valley Municipal Water District, sometimes hereinafter called "District," and **Kirtley Construction, Inc. dba TK 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:

WASHINGTON AVENUE LIFT STATION DECOMMISSIONING (PHASE 1) AND NEW 18-INCH PVC GRAVITY SEWER PIPELINE

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 120 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 four hundred thirteen thousand four hundred ninety dollars (\$413,490.00). 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.

**KIRTLEY CONSTRUCTION, INC. DBA
TK CONSTRUCTION**

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

Name of Contractor

By



By

Greg Thomas
General Manager

Name and Title:

David King - Vice President

Date:

License No.
811801

Date:

January 20, 2022

**(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

* See Attached Acknowledgment *

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

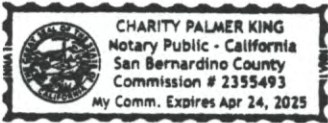
CIVIL CODE § 1189

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 January 20, 2022 before me, Charity Palmer King, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David King
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *Charity Palmer King*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



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: February 24, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A PUBLIC WORKS CONTRACT WITH R.I.C. CONSTRUCTION CO., INC. FOR THE BACK BASIN GROUNDWATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS PROJECT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

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

1. Approve a Public Works Contract with R.I.C. Construction Co., Inc. in the amount of \$127,195.00;
2. Authorize \$636.00 for overhead and \$28,208.00 for staff time;
3. Authorize the total expenditure in the amount of \$156,039.00 to the Capital Improvement Program, with funding provided from the Elsinore Water Replacement Program; and,
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

Back Basin Groundwater Treatment Plant (BBGWTP) was constructed in 2009 and is located along Malaga Road in the City of Lake Elsinore. The BBGWTP consists of six (6) pressure vessels designed to reduce arsenic levels for compliance with Federal and State regulations. The BBGWTP has a design capacity to treat five (5) million gallons per day (MGD) of water with five (5) filters in service and one (1) in standby.

On September 26, 2019, the Board of Directors awarded a Professional Services Agreement for Engineering and Design services to Infrastructure Engineering Corporation (IEC) for the Back Basin Groundwater Treatment Plant Filters 5 and 6 Rehabilitation Project. A portion of IEC's scope included development of plans and

specifications for converting the treatment plant from temporary power to permanent power per Southern California Edison (SCE) requirements.

The work includes a new switch board and coordination with SCE to install a new permanent electric service meter and associated conduit and wires dedicated to BBGWTP. Currently BBGWTP is serviced through a temporary power meter. The contractor will work closely with SCE throughout construction.

The Back Basin Groundwater Treatment Plant Electrical Improvements Project was advertised for bid on December 6, 2021 via PlanetBids. On January 10, 2022, one prequalified bidder submitted a bid by the deadline as follows:

R.I.C. Construction Co., Inc.	\$127,195.00
-------------------------------	--------------

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

Staff presented this item at the February 7, 2022 Engineering and Operations Committee Meeting, and the Committee and staff recommend award of a Public Works Contract with R.I.C. Construction Co., Inc. in the amount of \$127,195.00. This item, including overhead of \$636.00, as well as staff time (135 hours) & fringe benefits of \$28,208.00, totals \$156,039.00.

ENVIRONMENTAL WORK STATUS

Upon approval, staff plans to file a Notice of Exemption with the State Clearinghouse as this project is categorically exempt from CEQA requirements as an activity involving replacement or reconstruction of an existing facility (15301, 15302).

FISCAL IMPACT

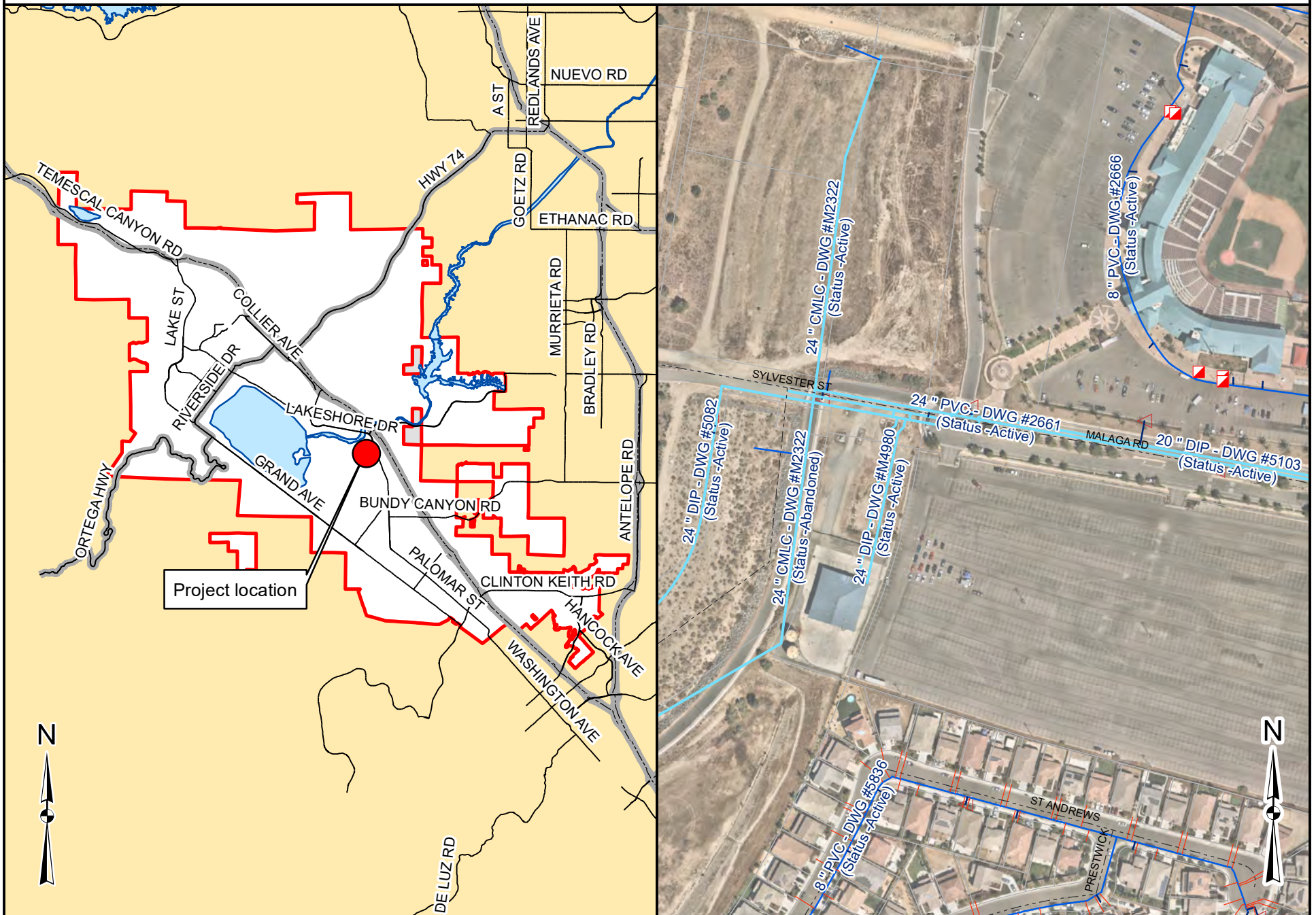
Within Budget – Yes.

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

Attachments:

Signed Contract – R.I.C. Construction Co., Inc.
Location Map

BACK BASIN GROUNDWATER TREATMENT PLANT



00 52 13 – CONTRACT

This CONTRACT, No. 1101 is made and entered into this ____ day of _____, _____, by and between Elsinore Valley Municipal Water District, sometimes hereinafter called "District," and R.I.C. Construction Co., Inc., 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:

BACK BASIN GROUNDWATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS

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 120 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 one hundred twenty-seven thousand one hundred ninety-five dollars (\$127,195.00). 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.

R.I.C. CONSTRUCTION CO., INC.

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

Name of Contractor

By Donald Mangold

By _____
Greg Thomas
General Manager

Name and Title:
Donald Mangold, Vice-President

Date:

License No.
747268

Date: 2/4/2022

**(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.

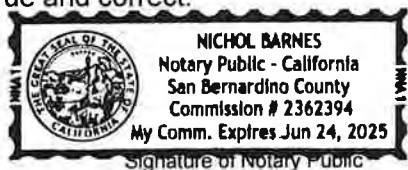
STATE OF CALIFORNIA

COUNTY OF San Bernardino

On 02/04, 2022, before me, Nichol Barnes, Notary Public, personally appeared Donald Mangold, 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.

[Handwritten Signature]

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above



Our Mission...

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

DATE: February 24, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLAIS & ASSOCIATES, ENGINEERING SOLUTIONS SERVICES, AND WOODARD AND CURRAN FOR ON-CALL GRANT WRITING AND RESEARCH SERVICES

STRATEGIC GOAL

Maintain Financial Strength and Resiliency

RECOMMENDATION

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

1. Approve Amendment No. 1 to the Professional Services Agreement with Blais & Associates, Engineering Solutions Services, and Woodard and Curran for On-Call Grant Writing and Research Services for an additional not to exceed amount of \$85,000 for a cumulative total not to exceed amount of \$175,000 amongst the Consultants; and,
2. Approve and authorize three (3) optional one-year extensions in the not to exceed cumulative amount of \$330,000 amongst the Consultants; and,
3. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

New funding opportunities often have a very short turnaround time and the District needs to be able to respond quickly by submitting thorough and competitive applications. In preparation for upcoming grant opportunities, staff solicited proposals for On-Call Grant Writing and Research Services to obtain qualified firms and experts to support these funding opportunities. In July 2020, the General Manager approved the award and executed Professional Services Agreements to a bench of three Consultants for expenditures not to exceed a total of \$90,000 amongst the three Consultants for On-Call

Grant Writing and Research Services. The initial agreements were for a two-year period and included a provision for three (3) optional one-year extensions. The three firms representing the bench are Blais & Associates, Engineering Solutions Services, and Woodard & Curran.

To date, the Consultants have assisted the District with drafting the 5-Year Grant Funding Plan, developing various grant applications, and providing as needed research resulting in expenditures of \$65,160. As a result of these efforts, the District has received \$9,300,064 in external funding.

As part of the 5-Year Grant Funding Plan, a total of 43 projects were evaluated for potential funding opportunities, eventually being refined down to 12 projects recommended for EVMWD's focus over the next few funding cycles. With new funding being identified in the Bipartisan Infrastructure Bill Act, staff anticipates that many of the projects identified in the 5-Year Funding plan will be eligible for new or additional funding opportunities.

The purpose of this item is to consider approval of Amendment No.1 to the Professional Service Agreements for Grant Writing and Research Services. This amendment will add an additional not to exceed amount of \$85,000 to the Professional Service Agreements for a cumulative, not to exceed, total of \$175,000 through July 2022. Additionally, staff is requesting the approval of the three (3) optional one-year extensions for an additional not to exceed cumulative amount per year of \$110,000.

The average cost of a grant applications can range anywhere from \$10,000 to \$30,000. The intent of this amendment, and additional optional extensions, are to secure additional grant funding for the Regional Expansion, Diamond Regional Lift Station, Canyon Lake Water Treatment Plant, Septic to Sewer projects, Lee Lake Dam, additional AMI integration and any other opportunities that may arise. In addition, some projects may be eligible to receive funding from multiple sources resulting in additional application costs. In order to not slow down the grant application process, staff's intent is to ensure the grant writing contracts are set up to cover the next several funding cycles and allow for an efficient turnaround of RFQ's and grant applications. The requested funds will only be used on an as-needed basis as new grant or loan opportunities become available and as applicable to District projects.

Staff brought this item to the February 2, 2022 Study Session, and recommends approval of Amendment No.1 to the Professional Services Agreement with Blais & Associates, Amendment No.1 to the Professional Services Agreement with Engineering Solutions Services, and Amendment No.1 to the Professional Services Agreement with Woodard & Curran for an additional not to exceed amount of \$85,000 for a cumulative total not to exceed amount of \$175,000 amongst the Consultants.

Additionally, staff recommends approval of the three (3) optional one-year contract extensions to the Professional Service Agreements for a cumulative not to exceed amount of \$330,000.

The cumulative total amount requested for approval is a not to exceed amount of \$505,000 for the On-Call Grant Writing and Research Services.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

These items are currently budgeted in the FY2022 and FY2023 Grant Administration budgets. Amounts requested for FY2024 and FY2025 will be incorporated into future budgets.

Originated by: Serena Johns – Grant Administration

Reviewed by: Scott Thompson - Finance

Attachments:

Amendment No. 1 to the PSA with Blais & Associates, Inc. for On-Call Grant Writing and Research Services

Amendment No. 1 to the PSA with Woodard & Curran for On-Call Grant Writing and Research Services

Amendment No. 1 to the PSA with Engineering Solutions Services for On-Call Grant Writing and Research Services

AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE ON-CALL GRANT WRITING AND RESEARCH SERVICES

1. PARTIES AND DATE

This Amendment No.1 to the Professional Service Agreement for the On-Call Grant Writing and Research Services is made and entered into as of this day of _____ (“Effective Date”) by and between the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a municipal water district created pursuant to the provisions of the California Water Code sections 71000 *et seq.*, (“District”) and Engineering Solutions Services, Inc., a Corporation (“Consultant”). District and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

2. RECITALS

- 2.1 The District and the Consultant have entered into an agreement, dated July 16, 2020 for the purpose of providing Grant Writing and Research Services (the “Master Agreement”).
- 2.2 The Parties now desire to amend the Master Agreement in order to add additional compensation and extend the term of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree 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 June 30, 2023 unless earlier terminated as provided in the Master Agreement.
- 4.2 The maximum compensation for services performed pursuant to this Amendment No.1 to the Master Agreement is hereby amended and shall not exceed One Hundred Ninety-Five Thousand Dollars (\$195,000.00) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) Work shall be performed at the rates set forth in the Master Agreement.

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

[signatures on following page]

**SIGNATURE PAGE TO
AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE
ON-CALL GRANT WRITING AND RESEARCH SERVICES**

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

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:

By: _____

Name: _____

Title: _____

Dated: _____

ENGINEERING SOLUTIONS SERVICES, INC.:

By: _____
DocuSigned by:
Sudi Shoja
DCED58A5A047A7...

Name: Sudi shoja

Title: Principal

Dated: January 29, 2022

AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE ON-CALL GRANT WRITING AND RESEARCH SERVICES

1. PARTIES AND DATE

This Amendment No.1 to the Professional Service Agreement for the On-Call Grant Writing and Research Services is made and entered into as of this day of _____ (“Effective Date”) by and between the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a municipal water district created pursuant to the provisions of the California Water Code sections 71000 *et seq.*, (“District”) and Blais & Associates, Inc. (“Assignor”), and Blais & Associates, LLC (“Assignee”). District, Assignor, and Assignee are sometimes referred to herein individually as a “Party” and collectively as “Parties” in this Amendment.

2. RECITALS

- 2.1 District and Assignor entered into that certain Professional Services Agreement dated July 17, 2020 (“Master Agreement”), for the purpose of Assignor providing On-Call Inspection Services.
- 2.2 Effective October 4, 2021, Assignor and its assets were acquired by Assignee.
- 2.3 Assignor wishes to assign all of its rights and obligations under the Master Agreement to Assignee, and the Master Agreement requires the prior written consent of District to effectuate such an assignment.
- 2.4 District, Assignor, and Assignee now desire to amend the Master Agreement to assign Assignor’s rights and obligations thereunder to Assignee, modify key personnel for performance of services, add additional compensation and extend the term of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree 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 Assignor and Assignee hereby agree that Assignor shall assign its rights and obligations under the Master Agreement to Assignee, and Assignee hereby accepts the assignment of all of Assignor’s rights and obligations under the Master Agreement. This Amendment No.1 serves as District’s written consent to effectuate such an assignment

- 4.2 All documents required by the Master Agreement, including but not limited to insurance coverage, shall be updated with Assignee's legal name and provided promptly to District. These updated documents shall be incorporated into the Master Agreement.
- 4.3 The Parties stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.
- 4.4 The Key Personnel for performance of the services in the Master Agreement shall be revised to: Andrea Owen and Sharon Campbell.
- 4.5 The delivery of notices set forth in the Master Agreement, Section 3.10.1, shall be revised to the following: Blais & Associates, LLC, 2807 Allen Street, Suite 2050, Dallas, TX 75204, Attn: Jordan P. Carter, Email: clientservice@blaisassoc.com.
- 4.6 The term of the Master Agreement shall be extended through June 30, 2023 unless earlier terminated as provided in the Master Agreement.
- 4.7 The maximum compensation for services performed pursuant to this Amendment No.1 to the Master Agreement is hereby amended and shall not exceed One Hundred Ninety-Five Thousand Dollars (\$195,000.00) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00). Work shall be performed at the rates set forth in the Master Agreement as modified in Attachment 1 of this Amendment No.1.
- 4.8 Except as amended by this Amendment No.1, all other terms, conditions, and provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No.1.
- 4.9 The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.
- 4.10 This Amendment No.1 may be signed in counterparts, each of which shall constitute an original.

[signatures on following page]

**SIGNATURE PAGE TO
AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE
ON-CALL GRANT WRITING AND RESEARCH SERVICES**

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

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT:**

By: _____

Printed Name: _____

Title: _____

Dated: _____

BLAIS & ASSOCIATES, INC.:

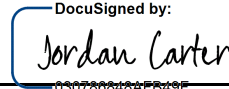
By:  _____
(Authorized Representative of Assignor)

Printed Name: Neil Blais

Title: President & CEO

Dated: February 12, 2022

BLAIS & ASSOCIATES, LLC:

By:  _____
(Authorized Representative of Assignee)

Printed Name: Jordan Carter

Title: Chief Executive Officer

Dated: February 12, 2022

Attachment No.1

Standard Fee Schedule – Calendar Year 2022

Description	Fee
Professional Services	\$110/hour
External Consultants (e.g., BCA analysis)	Cost – no markup
Mileage	Prevailing standard IRS rate
Travel (tolls, taxi, airfare, hotel)	Cost – no markup
Printing, Copying, Binding, etc.	Cost – no markup
Shipping, Express Mail, or Courier	Cost – no markup

Blais & Associates (B&A) performs work on a fixed fee basis. Each project is independently and carefully analyzed to determine a projected Scope of Work. B&A then provides a Fixed Fee quote for client review and approval prior to beginning work. Any additional one-off requests or activities that fall outside of the Scope of Work are performed and billed at one unified All Staff billing rate of \$110 per hour.

AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE ON-CALL GRANT WRITING AND RESEARCH SERVICES

1. PARTIES AND DATE

This Amendment No.1 to the Professional Service Agreement for the On-Call Grant Writing and Research Services is made and entered into as of this day of _____ (“Effective Date”) by and between the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a municipal water district created pursuant to the provisions of the California Water Code sections 71000 *et seq.*, (“District”) and Woodard & Curran, a Corporation (“Consultant”). District and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

2. RECITALS

- 2.1 The District and the Consultant have entered into an agreement, dated July 20, 2020 for the purpose of providing Grant Writing and Research Services (the “Master Agreement”).
- 2.2 The Parties now desire to amend the Master Agreement in order to add additional compensation and extend the term of the Master Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree 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 June 30, 2023 unless earlier terminated as provided in the Master Agreement.
- 4.2 The maximum compensation for services performed pursuant to this Amendment No.1 to the Master Agreement is hereby amended and shall not exceed One Hundred Ninety-Five Thousand Dollars (\$195,000.00) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) Work shall be performed at the rates set forth in the Master Agreement.
- 4.3 Except as amended by this Amendment No.1, all other terms, conditions, and provisions of the Master Agreement, including without limitation the

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

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

[signatures on following page]

**SIGNATURE PAGE TO
AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE
ON-CALL GRANT WRITING AND RESEARCH SERVICES**

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

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:

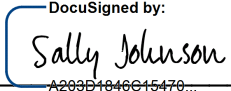
By: _____

Name: _____

Title: _____

Dated: _____

WOODARD & CURRAN:

By:  _____
A203D1046C15470...

Name: Sally Johnson

Title: Project Water Resources Planner 1

Dated: February 3, 2022



Our Mission...

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

DATE: February 24, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: ADOPT A RESOLUTION SETTING TIME AND PLACE OF PUBLIC HEARING TO CONSIDER 2022-2023 SEWER ONLY CHARGES ON THE TAX ROLL

STRATEGIC GOAL

Maintain Financial Strength and Resiliency

RECOMMENDATION

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

1. Adopt the attached resolution (Exhibit A) placing sewer service charges on the County of Riverside Tax Roll for certain domestic, non-commercial parcels for which the District provides sewer service, but not water service, and setting the time and place to take public testimony, (scheduled for May 26, 2022, 4:00 p.m.); and,
2. Direct staff to publish notice of said hearing as required by law (Exhibit B).

BACKGROUND

In 1998, the staff was directed by the Board of Directors to initiate the placement of annual sewer charges on the tax roll for the Elsinore Water District customers in order to minimize bad debt write off for the non-payment of monthly sewer charges.

Pursuant to Sections 5473 and 5473.1 of the Health and Safety Code, the Board of Directors may elect to have charges for sewer service collected on the tax roll. To have sewer charges for all domestic, non-commercial parcels of real property to which the District provides sewer service, but not water service, collected on the tax roll for the fiscal year 2022-2023, the District must set a date and time to hold a public hearing to hear testimony and consider adoption of an Ordinance.

The resolution presented for consideration calls for the time and place of the public hearing to be held on May 26, 2022, at 4:00 p.m. Staff recommends adoption at this time.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within Budget

Originated by: Corrine Nikolic – Finance
Reviewed by: Scott Thompson – Finance

Attachments:

Exhibit A-B

RESOLUTION

RESOLUTION OF THE
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY ELECTING TO HAVE CHARGES FOR
SEWER SERVICE FOR CERTAIN PARCELS OF REAL PROPERTY
COLLECTED ON THE TAX ROLL, FIXING THE TIME AND PLACE
OF A HEARING ON THE WRITTEN REPORT ON SUCH CHARGES,
AND PRESCRIBING NOTICE OF SUCH HEARING

BE IT RESOLVED by the Board of Directors (the “Board of Directors”) of the Elsinore Valley Municipal Water District of Riverside County (the “District”) as follows:

Section 1. Findings. The Board of Directors finds that:

(a) Pursuant to Sections 5473 and 5473.1 of the Health and Safety Code, the Board of Directors may elect to have charges for sewer service (“sewer charges”) collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from its general taxes:

(b) It is advantageous for the District to have sewer charges for certain domestic, non-commercial parcels of real property to which the District provides sewer service, but not water service, to be collected on the tax roll for the fiscal year 2022-2023 fiscal year and all subsequent fiscal years;

(c) It is also advantageous for the District to have delinquent sewer charges for all parcels of real property having such delinquent charges collected on the tax roll in the 2022-2023 fiscal year and in all subsequent fiscal years.

Section 2. Election. The Board of Directors elect to have sewer charges for certain domestic, non-commercial parcels of real property to which the District provides sewer service, but not water service, to be collected on the tax roll for the fiscal year 2022-2023 and all subsequent fiscal years. The Board of Directors further elects to have delinquent sewer charges for all parcels of real property for which such charges are delinquent collected on the tax roll in the 2022-2023 fiscal year and subsequent fiscal years. Such sewer charges shall be collected in the same manner, by the same persons and at the same time as, together with and not separately from, the general taxes. Pursuant to Section 5473 of the Health and Safety Code, this resolution and the elections made hereby, shall continue in effect until this resolution is repealed or the Board of Directors adopts a resolution changing the method of collecting such sewer charges and delinquent sewer charges.

Section 3. Hearing. On Thursday, May 26, 2022, at 4:00 o'clock p.m., at the District office, located at 31315 Chaney Street, Lake Elsinore, California. Virtual attendance of the Public Hearing will be provided via Zoom, at www.zoom.com, with the Meeting Number and Password listed on the last page of the May 26, 2022 meeting agenda. The Board of Directors shall hold a hearing for the purpose of considering all objections or protests, if any, to the written report which has been prepared and filed with the Secretary of the Board of Directors and which report contains (a) a description of each domestic, non-commercial parcel, to which the District provides sewer service only and for which the sewer charge is to be collected on a tax roll and the amount of the charge for each such parcel, and (b) a description of each parcel to which the District provides sewer service and as to which there is a delinquent sewer charge and the amount of the delinquent charge for each such parcel.

Section 4. Notice. The Secretary of the Board of Directors shall cause a notice in the form of that which is attached hereto as Exhibit "B" to be published on May 5, 2022 and May 19, 2022 in the Press Enterprise, a newspaper of general circulation, printed and published in the County of Riverside, pursuant to Section 6066 of the Government Code prior to the date of said hearing. The Secretary of the Board shall also cause a notice in writing of the filing of said report and of the time and place of said hearing to be mailed to each person to whom any parcel or parcels of real property described in such report is/are assessed on the equalized assessment roll, available on the date the report was prepared, and at the address shown on the assessment roll or as known to the Secretary.

APPROVED, ADOPTED AND SIGNED this 24th day of February 2022.

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

ATTEST:

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

EXHIBIT B

**NOTICE OF ELECTION OF THE BOARD OF DIRECTORS
OF ELSINORE VALLEY MUNICIPAL WATER DISTRICT OF RIVERSIDE
COUNTY TO HAVE CHARGES FOR SEWER SERVICE FOR THE
2022-2023 FISCAL YEAR COLLECTED ON THE TAX ROLL
AND OF THE TIME OF THE HEARING ON THE WRITTEN
REPORT REGARDING SUCH CHARGES**

On February 24, 2022, a report was filed with the Secretary of the Board of Directors of Elsinore Valley Municipal Water District of Riverside County (the "District"). Said report contains a description of each domestic, non-commercial parcel of real property to which the District provides sewer service, but not water service, and the amount of the charge for sewer service to each parcel for the 2022-2023 fiscal year. On that date, the Board of Directors of the District adopted a resolution electing to have such sewer charges collected on the tax roll.

On Thursday, May 26, 2022 at 4:00 o'clock p.m., at the District Office, 31315 Chaney Street, Riverside, California, the Board of Directors of the District will hold a hearing on the report. Due to State Mandates, virtual attendance of the Public Hearing may be required. In such case, participation information will be provided on the Agenda for the May 26, 2022 Meeting. At that hearing, the Board of Directors will hear and consider all objections or protests, if any, to the report. Upon the conclusion of the hearing, the Board of Directors may adopt, revise, change, reduce or modify any such charge or overrule any and all objections.

DATED: February 24, 2022

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

EVMWD Board of Director Travel Reimbursement Authorization Request

Control No: 22-068-90020

Director Name: Chance Edmondson Employee No.: 90020
 Event Description: CASA Washington DC Policy Forum
 Purpose/Benefit: Congressional staff, reporters, & national water associations provide perspective on the infrastructure package and other exciting developments of importance to California's clean water professionals.
 Location: Washington, DC
 Dates: Feb 28 - Mar 1, 2022 Department: Director

A) REGISTRATION COST

Event Registration: California Association of Sanitation Agencies No. of Days: 2
Registration Cost: \$695.00

B) TRAVEL COST

I) ACCOMMODATION Hotel: Hotel Washington (Host Hotel) No. of Nights: 3 Cost/night: \$385.00
Accommodation Cost: \$1,155.00

II) TRANSPORTATION

Air Travel Cost: \$785.00 Total Mileage: 90.6 Vehicle: personal
 Baggage Cost: \$40.00
 Ground Transport: \$50.00 (x 0.585): \$53.00
Transportation Cost: \$928.00

III) MEALS IRS Per Diem: Sun \$59.25, Mon \$41, Tue \$41, Wed \$59.25 **Meal Cost:** \$200.50

IV) MISCELLANEOUS (including parking, internet charges, training materials, etc.) **Misc. Cost:** \$150.00

C) TOTAL COST

G/L Account No.: 15-110-110 / 51105 Budget Available (Y/N): Y
TOTAL EVENT COST: \$3,128.50

D) BOARD MEMBER ACKNOWLEDGEMENT

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


Board Member Signature: Chance Edmondson Date: Feb 8, 2022

E) ADVANCES

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

F) APPROVALS

REQUIRES BOARD APPROVAL: YES NO

Approved	Signature	Date	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u></u>	<u>Feb 8, 2022</u>	GM/AGM APPROVAL
YES <input type="checkbox"/> NO <input type="checkbox"/>	_____	_____	BOARD APPROVAL

Sign & Name

Jan-22






We are excited to announce the return of our Washington D.C. Policy Forum in 2022! CASA is moving to a fabulous new venue this year: the Hotel Washington directly across from the White House. The event will feature an excellent program with renowned speakers from Congressional staff, reporters, and national water associations providing their perspective on the infrastructure package and other exciting developments of importance to California's clean water professionals. This year, we have set aside time for agencies to make their own appointments for Congressional visits, with the assistance of our federal advocates Eric and Sarah Sapirstein. Join us in our nation's capital to strengthen our advocacy and promote our collective federal agenda by going directly to the source on February 28 - March 1, 2022. We hope to see you there!

<p>Conference Information</p> <p>PRELIMINARY PROGRAM</p> <p>REGISTER HERE</p> <p>Registration Fees:</p> <ul style="list-style-type: none"> • Delegate Member Full Conference: \$695 • Delegate Member Guest (includes all meal functions): \$170 • NonMember Fee: \$1,200 <p>Cancellation Policy: \$75 Cancellation fee on or before Monday, February 21, 2022.</p> <p>No refund for late cancellations after Monday, February 21, 2022. Please notify CASA via email of a cancellation, refund or change request by contacting Cheryl MacKelvie at cmackelvie@casaweb.org</p>	<p>Hotel Information</p> <p>RESERVE A ROOM</p> <ul style="list-style-type: none"> • Central Reservations: (888) 627-8087 • Special Room Rate: \$349/night + taxes/fees – A deposit equal to one night's stay is required to hold each individual's reservation. • Deposits are refundable if notice is received at least 72 hours prior to arrival and a cancellation number is obtained. • Cut-off Date: Feb. 7, 2022 • Early Departure Fee: one nights room and tax will apply if guest checks out prior to the confirmed checkout date. <p>Location</p> <p>Hotel Washington 515 15th Street NW Washington, DC 20004 Get Directions »</p>	<p>COVID Information</p> <ul style="list-style-type: none"> • Hotel Washington protocol • As part of our commitment to the safety and health of attendees at the 2022 CASA Washington DC Forum, we are requiring that all attendees provide proof of vaccination or a negative COVID test within 72 hours before arrival. As we approach the conference date, we will communicate further information about the process for participants to verify their proof of vaccination or negative COVID test prior to arriving. Without verification, you will not be able to attend the in-person conference. • Masks - Masks will be provided by CASA. • Hand Sanitizer - Hand sanitizer stations will be positioned throughout the meeting space. • Responsible Food & Beverage/Seating for meeting spaces.
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Washington DC Policy Forum

February 28 - March 1
Hotel Washington





 @CASACleanWater
 @CASA_CleanWater
 CASAweb.org

Monday, February 28, 2022

- | | |
|------------------|---|
| 8:30 – 9:00 am | Breakfast |
| 9:00 – 9:30 am | 117th Second Session Congressional Landscape <ul style="list-style-type: none">• Joseph Morton, Congressional Reporter, CQ Roll Call |
| 9:30 – 10:15 am | Opening Address <ul style="list-style-type: none">• Mr. Bruno Pigott, Deputy Assistant Administrator, Office of Water, U.S. Environmental Protection Agency |
| 10:15 – 11:45 am | Congressional Outlook: Legislative Priorities for the Final Session of the 117th Congress <ul style="list-style-type: none">• Travis Cone, Deputy Staff Director, Senate Committee on Environment and Public Works• Logan Ferree, Professional Staff Member, House Committee on Transportation and Infrastructure Subcommittee on Water Resources and Environment• John Kane, Senior Professional Staff Member, Senate Committee on Environment and Public Works (invited)• Ryan Hambleton, Staff Director, House Committee on Transportation and Infrastructure Subcommittee on Water Resources and Environment (invited) |
| 11:45 – 12:00 pm | Break |
| 12:15 – 1:45 pm | Conference Luncheon: Reviewing the Battle Ground – 2022 November Midterm Elections <ul style="list-style-type: none">• John Ashford, Chairman & CEO, Hawthorn Group |
| 1:45 – 3:00 pm | Clean Water Stakeholder Outlook: Implementing the Infrastructure Investment and Jobs Act (IIJA) <ul style="list-style-type: none">• Steve Dye, Legislative Director, Water Environment Foundation (WEF)• Adam Krantz, Chief Executive Officer, National Association of Clean Water Agencies (invited)• Michael Deane, Director State Revolving Loan Fund Program, Office of Water, U.S. Environmental Protection Agency |

Washington DC Policy Forum

February 28 - March 1
Hotel Washington

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 @CASA_CleanWater
 CASAweb.org



Monday, February 28, 2022

- 3:00 – 4:15 pm Protecting Critical Public Health Infrastructure from Cyber Attacks
- Michael Arceneaux, Deputy Executive Director, Association of Metropolitan Agencies
 - Allison Deines, Senior Policy Analyst, Alexandria Renew Enterprise
 - David Travers, Director, Water Security Division, Office of Ground Water and Drinking Water, Office of Water, U.S. Environmental Protection Agency
 - Maria Lopez-Carbo, Environmental Scientist, Office of Water, U.S. Environmental Protection Agency
- 5:00 – 6:00 pm California Clean Water Reception

Tuesday, March 1, 2022

- 8:30 – 9:15 am Breakfast
- 9:00 – 10:15 am USEPA Panel
- Greg Kester, Director of Renewable Resource Programs, California Association of Sanitation Agencies
 - Betsy Behl, Director, Health and Ecological Criteria Division, Office of Science and Technology, U.S. Environmental Protection Agency
 - David Tobias, Biosolids Risk Assessment Lead, Office of Science and Technology, Office of Water, U.S. Environmental Protection Agency
 - Chris Peot, Director, Resource Recovery, District of Columbia Water and Sewer Authority (DC Water)
- 10:30 – 11:00 am The Honorable John Garamendi
- 11:00 – 11:30 am The Honorable Michelle Steel (invited)
- 12:00 - 1:00 pm Lunch
- 1:30pm Tour of D.C. Water. Meet in Lobby for Transportation.
- 2:00pm D.C. Water Tour

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

Control No.: 22-071-90018

Director Name: Darcy Burke Employee No.: 90018
 Event Description: CA-NV AWWA Spring Conference
 Purpose/Benefit: Information on water, technical sessions, industry-specific exhibits, and networking.
 Location: Anaheim, CA
 Dates: Apr. 11 - 14, 2022 Department: Director

A) REGISTRATION COST
 Event Registration: CA-NV American Water Works Association No. of Days: 4
Registration Cost: \$549.00

B) TRAVEL COST

I) ACCOMMODATION Hotel: Disneyland Hotel (Host Hotel) No. of Nights: 3 Cost/night: \$298.00
Accommodation Cost: \$894.00

II) TRANSPORTATION
 Air Travel Cost: \$0.00 Total Mileage: 104.8 Vehicle: personal
 Baggage Cost: \$0.00
 Ground Transport: \$0.00 (x 0.585): \$61.31
Transportation Cost: \$61.31


III) MEALS IRS Per Diem: Mon \$74, Tue \$56, Wed \$56, Thu \$40 **Meal Cost:** \$226.00

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

C) TOTAL COST
 G/L Account No.: 15-110-110 / 51105 Budget Available (Y/N): Y
TOTAL EVENT COST: \$1,930.31

D) BOARD MEMBER ACKNOWLEDGEMENT


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

Board Member Signature:  Date: Feb 9, 2022

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

F) APPROVALS

REQUIRES BOARD APPROVAL: YES NO

Approved	Signature	Date	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u></u>	<u>Feb 9, 2022</u>	GM/AGM APPROVAL
YES <input type="checkbox"/> NO <input type="checkbox"/>	_____	_____	BOARD APPROVAL

Alpha 7/2019

Jan-22

Elsinore Valley Municipal Water District

Grants/Loans Activity Summary - As Of Feb 2022

	Funding: Project Name	PHASE						Funding *	Future Pursuits
		Future Application	Initiation	Planning/Design	Implementation	Final Stages	Complete		
I	Awarded (Completed)							\$ 25,421,431	\$362,194,043
II	Current Projects						\$ 193,174,675		
III	Pending Funding Agreement						\$ 44,940,937		
IV	Submitted Applications						\$ -		
V	Future Pursuits						\$ 98,657,000		
TOTALS		7	2	7	4	1	15	\$ 263,537,043.00	\$ 98,657,000.00
I	Awarded (Completed)								
1	SRF: Regional Water Reclamation Facility Upgrade Design - Low interest loan est. 0% 10-year repayment						X	\$ 2,557,346	
	SRF: Regional Water Reclamation Facility Upgrade Design - Grant						X	\$ 500,000	
2	SRF: Regional Water Reclamation Facility SCADA Construction - Low interest loan est. 1.8% 20-year repayment						X	\$ 1,555,777	
	SRF: Regional Water Reclamation Facility SCADA Construction -Grant						X	\$ 1,555,776	
3	CDPH/SWRCB: Safe Drinking Water SRF Prop 1						X	\$ 4,500,000	
4	Wells Fargo/NFWF Environmental Solutions for Communities Grant						X	\$ 38,000	
5	DWR Water-Energy Grant						X	\$ 858,625	
6	BOR: Water Conservation Field Services Program So Call Office (SCAO)						X	\$ 75,000	
7	BOR: WaterSmart: Title XVI Reclamation and Reuse Program Feasibility Studies						X	\$ 150,000	
8	Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants						X	\$ 750,000	
9	BOR: Drought Contingency Planning Grant						X	\$ 115,000	
10	AMI Clean Water State Revolving Fund (SRF) Green Reserves Fund - Low interest loan 1.3% 20-year repayment						X	\$ 2,347,026	
11	AMI Clean Water State Revolving Fund (SRF) Green Reserves Fund						X	\$ 3,453,047	
12	County Water Company Temporary Connection						X	\$ 500,000	
13	BOR: Water Conservation Field Services Program						X	\$ 90,000	
14	BOR: System Optimization Review (SOR)						X	\$ 80,000	
15	SRF: Regional Water Reclamation Facility Expansion - Low interest loan est. 0% 10-year						X	\$ 5,795,834	
	SRF: Regional Water Reclamation Facility Expansion Phase - Green Project Principal Forgiveness						X	\$ 500,000	
I: TOTAL AWARDED		0	0	0	0	0	15	\$ 25,421,431	\$ -
II	Current Projects								
1	DWR: Groundwater Sustainability Plan					X		\$ 1,000,000	
2	BOR: Palomar Well				X			\$ 300,000	
3	SRF: Regional Water Reclamation Facility Upgrades Construction Regional WRF - Low-Interest Loan				X			\$ 42,487,100	

Elsinore Valley Municipal Water District

Grants/Loans Activity Summary - As Of Feb 2022

I	Awarded (Completed)								
								\$ 25,421,431	
II	Current Projects							\$ 193,174,675	
III	Pending Funding Agreement							\$ 44,940,937	\$362,194,043
IV	Submitted Applications							\$ -	
V	Future Pursuits							\$ 98,657,000	
3	SRF: Regional Water Reclamation Facility Upgrades Construction Regional WRF - Green Project Principal Forgiveness				X			\$ 3,500,000	
4	SARCCUP				X			\$ 3,044,580	
5	Title XVI BOR -Regional Expansion Planning/Design			X				\$ 909,936	
6	Regional WRF Expansion Construction			X				\$ 129,860,229	
7	Local Hazard Mitigation Plan			X				\$ 125,000	
8	Rice Canyon Mitigation Efforts			X				\$ 1,897,766	
9	Title XVI BOR- Regional Expansion Construction			X				\$ 9,300,064	
10	Lake Elsinore Aquatic Restoration Feasibility Project			X				\$ 750,000	
II: TOTAL PENDING FUNDING AGREEMENT		0	0	6	4	1	0	\$ 193,174,675	\$ -
III Pending Funding Agreement									
1	Diamond Regional Sewer Lift Station and Dual Force Mains Agreement ETA 9/1/2022			X				\$ 36,540,937	
2	Hwy 74/Ethanac Sewer Extension- ARPA		X					\$ 8,000,000	
3	Lakeland Village Community Center Sewer Project ARPA- County of Riverside							\$ 400,000	
III: TOTAL PENDING FUNDING AGREEMENT		0	1	1	0	0	0	\$ 44,940,937	\$ -
IV Submitted Applications									
1	Septic to Sewer – Sedco Hills Planning		X						
IV: TOTAL SUBMITTED APPLICATIONS		0	1	0	0	0	0	\$ -	
V Future Pursuits									
1	Lee Lake Dam/ and Basin	X						\$ 40,000,000	
2	Canyon Lake Masterplan Upgrades	X						\$ 30,000,000	
3	HT Canyon Treatment Plant Upgrades	X						\$ 15,800,000	
4	Water Line Replacement Program	X						\$ 5,000,000	
5	Integration of meters with AMI 3 Phases	X						\$ 600,000	
6	Replace/Rehab Mayhew Well	X						\$ 4,257,000	
7	Additional ARPA Funding County of Riverside	X						\$ 3,000,000	
V: TOTAL FUTURE PURSUITS		7	0	0	0	0	0	\$ -	\$ 98,657,000.00