



**CHINO BASIN WATER CONSERVATION DISTRICT
REGULAR BOARD MEETING AGENDA**

MONDAY, OCTOBER 9, 2023 AT 2:00 P.M.

**BOARD ROOM
4594 SAN BERNARDINO STREET
MONTCLAIR, CA 91763**

BOARD OF DIRECTORS

Mark Ligtenberg, President

Kati Parker, Vice President

Gil Aldaco, Treasurer

Teri Layton, Director

Amanda Coker, Director

Hanif Gulmahamad, Director

Ryan Sonnenberg, Director

GENERAL MANAGER

Elizabeth Willis

LEGAL COUNSEL

Lee McElhaney

INVOCATION

CALL TO ORDER AND FLAG SALUTE

ROLL CALL

ADDITIONS OR CHANGES TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), a two-thirds vote (or unanimous vote if less than two-thirds are present), is required to add an item for action, provided that there is a need to take immediate action and that the need for action came to the attention of the agency after the agenda was posted.

PRESENTATIONS

- 1. METRICS PRESENTATION: LANDSCAPE AUDIT, WORKSHOP, GUEST LECTURE, AND PROFESSIONAL DEVELOPMENT PROGRAMS, FISCAL YEAR 2022-2023 – SCOTT KLEINROCK, CONSERVATION PROGRAMS MANAGER**

2. LOTERIA PROJECT- MONICA CUIEL, PROGRAM EDUCATOR**PUBLIC COMMUNICATIONS**

This is the time and place for the general public to address the Board of Directors. Due to Brown Act requirements, action will not be taken on any issues not on the Agenda; however, the Board of Directors may refer comments and concerns to staff or request the item be placed on a future agenda. In accordance with District Resolution No. 2020-05: Decorum During Public Meetings, each speaker shall be allotted five (5) minutes of time to address the Board.

CONSENT CALENDAR

At this time, members of the public may present testimony as to why an item should be pulled from the Consent Calendar for separate discussion. Unless a member of the public or a Director requests that an item be pulled from the Consent Calendar, all items will be acted upon as a whole and approved in a single motion and vote. Items pulled from the Consent Calendar will be acted upon separately.

3. APPROVE MEETING MINUTES: REGULAR BOARD MEETING OF SEPTEMBER 11, 2023

Recommendation: It is recommended that the Board of Directors approve said minutes as is.

4. FINANCIAL REPORTS FOR AUGUST 2023

Recommendation: It is recommended that the Board of Directors approve the financial reports.

5. APPROVE 1234 DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT

Recommendation: : It is recommended that the Board of Directors approve the Director Travel, Training and Meeting Report, reflecting business-related expenses incurred by the District.

6. APPROVE 1234 DIRECTOR COMPENSATION & REIMBURSEMENT REPORT

Recommendation: It is recommended that the Board of Directors approve the Director Compensation and Reimbursement Report.

DISCUSSION ITEMS**7. APPROVE REQUEST FOR PROPOSAL (RFP) NO. 2023-02 FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING**

Recommendation: It is recommended that the Board of Directors review, discuss, and approve RFP No. 2023-02 for Design and Engineering Services for An Amphitheater Roof, Enhancement, and recladding.

8. REPORT ON MONTCLAIR CHAMBER OF COMMERCE PILOT EVENT: “NIGHT UNDER THE STARS”

Recommendation: It is recommended that the Board of Directors receive and file staff’s report on the District’s pilot evening event and provide feedback and direction on their own perspectives on the event which can be incorporated into a future Facility Use Policy.

9. NOTICE INVITING BIDS FOR BROOKS BASIN FENCING

Recommendation: It is recommended that the Board of Directors review, discuss and approve the release of the Notice Inviting Bids for Brooks Basin Fencing Project.

10. APPROVE AUTHORIZATION FOR TRUCK PURCHASE

Recommendation: It is recommended that the Board of Directors approve authorization for the purchase of a truck for the District’s fleet of vehicles from MK Smith Chevrolet, the lowest responsive bidder, and approve an expenditure in the amount of up to \$66,000 for that purpose.

11. APPROVE THE YOUTH PROGRAMS TEACHING ASSISTANT JOB DESCRIPTION AND REVISED CLASSIFICATION AND COMPENSATION SCHEDULE

Recommendation: It is recommended that the Board of Directors approve the amended job description and revised Fiscal Year (FY) 2023-2024 Classification and Compensation Schedule that includes the position update from “Youth Programs Teaching Intern” to “Youth Programs Teaching Assistant”.

12. CONSIDERATION OF PURCHASE OF WATER FOR REPLENISHMENT INTO THE CHINO GROUNDWATER BASIN AS PART OF THE DROUGHT PIGGY BANK PROGRAM

Recommendation: It is recommended that the Board of Directors direct staff to not purchase water during the 2023-2024 Fiscal Year.

DIRECTOR ORAL REPORTS

This is the time and place for the Board of Directors to report on any items of interest. Upon request by an individual Director, the Board may choose to take action on any of the subject matters listed below.

- President Ligtenberg

- Vice President Parker
- Treasurer Aldaco
- Director Layton
- Director Coker
- Director Gulmahamad
- Director Sonnenberg

STAFF ORAL REPORTS

- General Manager/Secretary Report
- Legal Counsel Report

CLOSED SESSION

Legal Counsel shall provide a briefing on the item listed for Closed Session as follows:

13. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
KAISER Foundation Health Plan, Inc., et al. vs. Chino Basin Water Conservation District;
and DOES 1 through 10, inclusive
San Bernardino Superior Court Case No.: CIVDS 1933655

14. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Cari McCormick vs. California Public Employees' Retirement System

ADJOURNMENT

The Board of Directors will adjourn to the next **Regular Board Meeting of the Chino Basin Water Conservation District on Monday, November 13, 2023, at 2:00 p.m.**

I, Dena Lamarque, Board Clerk/Administrative Coordinator of the Chino Basin Water Conservation District, do hereby certify that a copy of this agenda has been posted on or before **Friday, October 6, 2023 by 2:00 p.m.**

Dena Lamarque
Dena Lamarque, Board Clerk/Administrative Coordinator



**CHINO BASIN WATER CONSERVATION DISTRICT
REGULAR BOARD MEETING MINUTES**

MONDAY, SEPTEMBER 11, 2023 AT 2:00 P.M.

**BOARD ROOM
4594 SAN BERNARDINO STREET
MONTCLAIR, CA 91763**

BOARD OF DIRECTORS

Mark Ligtenberg, President

Kati Parker, Vice President

Gil Aldaco, Treasurer

Teri Layton, Director

Amanda Coker, Director

Hanif Gulmahamad, Director

Ryan Sonnenberg, Director

GENERAL MANAGER

Elizabeth Skrzat

LEGAL COUNSEL

Lee McElhaney

INVOCATION – *Director Layton led the Board in the invocation.*

CALL TO ORDER AND FLAG SALUTE – *President Ligtenberg called the meeting to order at 2:00 p.m. and led the audience in the flag salute.*

ROLL CALL – *Board Members present were President Mark Ligtenberg, Vice President Kati Parker, Treasurer Gil Aldaco, Directors Teri Layton, Amanda Coker, and Ryan Sonnenberg. Board Member Hanif Gulmahamad had an excused absence.*

General Counsel Leland McElhaney, Esq., General Manager Elizabeth Skrzat, Conservation Programs Manager Scott Kleinrock, Facilities Maintenance Manager Dave Schroeder, Community Programs Manager Maia Dean, Administrative Services Manager Alicia Fernandez, Board Clerk/Administrative Coordinator Dena Lamarque, Community Programs Educators Billy Mercado, Azucena Quinones, Monica Curiel were present.

ADDITIONS OR CHANGES TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), a two-thirds vote (or unanimous vote if less than two-thirds are present), is required to add an item for action, provided that there is a need to take immediate action and that the need for action came to the attention of the agency after the agenda was posted.

General Manager Elizabeth Skrzat requested that Agenda Item No. 5 be amended. Directors Layton and Coker were in attendance attended the August 14, 2023 Board Meeting. A resolution to nominate Vice President Parker to the Association of San Bernardino County Special Districts Board of Directors was added as Item No. 16. Nominations are taking place at their meeting this evening.

A motion was made by Director Layton, to amend Item No. 5 and to add Item No. 16, seconded by Treasurer Aldaco. The motion passed unanimously.

PRESENTATIONS

1. **METRICS PRESENTATION – COMMUNITY DEPARTMENT FY 22-23 REPORT:** Maia Dean, Community Programs Manager

The presentation was received and filed.

2. **INTERPRETIVE SIGNAGE PRESENTATION:** Scott Kleinrock, Conservation Programs Manager

The presentation was received and filed.

CONSENT CALENDAR

At this time, members of the public may present testimony as to why an item should be removed from the Consent Calendar for separate discussion. Unless a member of the public or a Director request that an item be removed from the Consent Calendar, all items will be acted upon as a whole and approved in a single motion and vote. Items removed from the Consent Calendar will be acted upon separately.

A motion was made by Director Coker, seconded by Vice President Parker to approve Items 3 -6, and 8-9, and approved unanimously. Item No. 7 was pulled by Treasurer Aldaco for further discussion.

3. **APPROVE MEETING MINUTES: REGULAR BOARD MEETING OF AUGUST 14, 2023**

Recommendation: It is recommended that the Board of Directors approve said minutes as is.

Approved unanimously.

4. FINANCIAL REPORTS FOR JULY 2023

Recommendation: It is recommended that the Board of Directors approve the financial reports.

Approved unanimously.

5. APPROVE 1234 DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT

Recommendation: It is recommended that the Board of Directors approve the Director Travel, Training and Meeting Report, reflecting business-related expenses incurred by the District.

Approved unanimously.

6. APPROVE 1234 DIRECTOR COMPENSATION & REIMBURSEMENT REPORT

Recommendation: It is recommended that the Board of Directors approve Director Compensation and Reimbursement Report.

Approved unanimously.

7. ADOPT RESOLUTION NO. 2023-04 FOR DISPOSAL OF DISTRICT PROPERTY

Recommendation: It is recommended that the Board of Directors approve Resolution No. 2023-04 for Disposal of District Property.

Treasurer Aldaco requested that Item No. 7 be pulled from the Consent Calendar for further discussion.

Treasurer Aldaco asked for clarification of the term “broken” for some of the items being listed. Staff explained that the term was meant to convey that the item was no longer operational though not necessarily damaged. He suggested other wording be used instead of “broken.” Staff agreed that the term “obsolete” would be used on Disposal of District Property reports moving forward.

A motion to approve Item No. 7 was made by Treasurer Aldaco, seconded by Director Sonnenberg. Motion passed unanimously.

8. ADOPT RESOLUTION NO. 2023-05: THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES DESIGNATION OF APPLICANT'S AGENT FOR NON-STATE AGENCIES

Recommendation: It is recommended that the Board of Directors adopt Resolution No. 2023-05: the State of California Governor's Office of Emergency Services Designation of Applicant's Agent for Non-State Agencies to allow the District to receive reimbursement funds from FEMA for costs related to COVID-19 response.

Approved unanimously.

9. APPROVE FY 22-23 4TH QUARTER (Q4) FINANCIAL REPORT

Recommendation: It is recommended that the Board of Directors approve the FY 22-23 Q4 Financial Report.

Approved unanimously.

PUBLIC COMMUNICATIONS

This is the time and place for the general public to address the Board of Directors. Due to Brown Act requirements, action will not be taken on any issues not on the Agenda; however, the Board of Directors may refer comments and concerns to staff or request the item be placed on a future agenda. In accordance with District Resolution No. 2020-05: Decorum During Public Meetings, each speaker shall be allotted five (5) minutes of time to address the Board.

President Ligtenberg opened the Public Comment period. The Board Clerk stated no public communication was received.

DISCUSSION ITEMS

10. ADOPT RESOLUTION 2023-06 ESTABLISHING AN APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2023-2024

Recommendation: It is recommended that the Board of Directors review, discuss and adopt Resolution 2023-06, establishing an appropriations limit (GANN LIMIT) for Fiscal Year 2023-2024 in the amount of \$10,153,743.

General Manager Skrzat reported that the GANN Limit was created in 1979 under Proposition 4. Every year it is calculated by the District's accountants at Eide Bailly. This year it was over ten million dollars, and our revenues and expenditures are projected at about four million dollars, therefore, the proposed limit will not impact operations.

A motion was made by Vice President Parker and seconded by Director Sonnenberg to approve the item as recommended by staff. The motion passed unanimously.

11. APPROVE AGREEMENT NO. 2023-12 BETWEEN CHINO BASIN WATER CONSERVATION DISTRICT (CBWCD) & MONTE VISTA WATER DISTRICT (MVWD) FOR STORAGE OF SUPPLEMENTAL WATER

Recommendation: It is recommended that the Board of Directors review, discuss, and approve Agreement No. 2023-12 between CBWCD and Monte Vista Water District for storage of supplemental water in the Chino Basin, which is substantially complete, subject to final revisions and approval by District management and Legal Counsel.

General Manager Skrzat presented Items No. 11 and No. 12 simultaneously.

12. APPROVE AGREEMENT NO. 2023-13 BETWEEN CHINO BASIN WATER CONSERVATION DISTRICT (CBWCD) AND CUCAMONGA VALLEY WATER DISTRICT (CVWD) FOR STORAGE OF SUPPLEMENTAL WATER

Recommendation: It is recommended that the Board of Directors review, discuss, and approve Agreement No. 2023-13 between CBWCD and Cucamonga Valley Water District for storage of supplemental water in the Chino Basin.

General Manager Skrzat reported that two agreements are being considered for the storage of supplemental water as part of the "Drought Piggy Bank" Program. Since CBWCD does not have a storage agreement of their own, it was highly suggested by the Watermaster staff that CBWCD work with another district that has a storage agreement.

General Manager Skrzat discussed the idea with MVWD and CVWD who immediately agreed to assist and began drafting agreements. Recently, all parties discussed the agreements with their legal counsel and CBWCD's legal counsel.

Director Layton asked if CBWCD was still going to pursue getting its storage account. Her concern is that the water is placed on an account and with time people will forget.

Ms. Skrzat responded that CBWCD will continue to pursue getting an account. Following regulations, CBWCD is not allowed to create an account until the water is in the ground. This is one of the steps that is needed in order to be in a better position to store water when the opportunity to purchase water presents itself.

Vice President Parker added that the reason Watermaster does that is because there is a limitation in the amount of storage and they do not want every district to use up that space.

Director Coker commented that she is employed by one of the agencies and recused herself from drafting any agreement.

A motion was made by Treasurer Aldaco, Seconded by Vice President Parker, to approve Agreement No. 2023-12 with Monte Vista Water District (MVWD) and Agreement No. 2023-13 with Cucamonga Valley Water District (CVWD) for Storage of Supplemental Water, subject to final revisions and approval by District Management and Legal Counsel. The motion passed unanimously.

13. ADOPT RESOLUTION 2023-07: RESCINDING RESOLUTIONS ADOPTED IN RESPONSE TO COVID-19 IN 2020 AND 2021

Recommendation: It is recommended that the Board of Directors review, discuss, and adopt Resolution No. 2023-07: Rescinding Resolutions Adopted in Response to COVID-19 in 2020 and 2021.

General Manager Skrzat commended the Board in the terrific job they did during the pandemic. In the early days of the pandemic, the Board adopted resolutions granting immediate access to sick leave and vacation time through December 2020, and extended staff Covid specific emergency leave. At this time, policies related to response to Covid 19 need to be rescinded to clear the books from a Human Resources and payroll perspective and to restore the District to a pre-pandemic mode of operations. Should any further issues arise, the District will address them solely by changing policies in the District's Policy Manual.

A motion was made by Director Sonnenberg seconded by Treasurer Aldaco to approve the item as recommended by staff. The motion passed unanimously.

14. AMEND POLICY NO. 39 – HOLIDAYS AND APPROVE THE DISTRICT'S HOLIDAY CALENDAR FOR 2024

Recommendation: It is recommended that the Board of Directors review, discuss, and amend Policy No. 39 and approve the District's holiday calendar for 2024.

General Manager Skrzat reported that the amendment was reviewed and discussed by the Personnel Committee. A survey of the local districts was conducted as well and was reviewed by the Committee to assist with their decision. The Personnel Committee recommended an additional two paid floating holidays to be used at the employee's discretion. This would bring the District on par with what other districts provide their employees.

Director Layton suggested that a labor attorney review Policy No. 39 to address any ramifications of whether the holidays get paid out or not.

A motion was made by Vice President Parker, seconded by Treasurer Aldaco, to amend Policy No. 39 – Holidays, subject to labor law attorney approval, and approve the District's Holiday Calendar for 2024 as presented. The motion passed unanimously.

15. ACWA REGION 9 BOARD SELECTION

There was no action taken at this time.

16. RESOLUTION NO. 2023-08 NOMINATING VICE PRESIDENT KATI PARKER TO SERVE ON THE ASSOCIATION OF THE SAN BERNARDINO COUNTY SPECIAL DISTRICTS BOARD OF DIRECTORS

Recommendation: It is recommended that the Board of Directors review, discuss, and pass Resolution No. 2023-08 Nominating Vice President Kati Parker to the Association of the San Bernardino County Special Districts Board of Directors.

General Manager Skrzat reported that Vice President Parker expressed the wish to be nominated to serve on the Association of the San Bernardino County Special Districts Board of Directors. Ms. Skrzat was informed that a Resolution was needed in order to support Vice President Parker's nomination. The SBCSD will meet about this subject this evening.

A motion was made by Director Layton, seconded by Treasurer Adalco to approve item as recommended by staff. The motion passed unanimously.

General Manager Skrzat clarified that Items 16 and 17 are now Items 17 and 18 under Closed Session.

DIRECTOR ORAL REPORTS

This is the time and place for the Board of Directors to report on any items of interest. Upon request by an individual Director, the Board may choose to take action on any of the subject matters listed below.

- President Ligtenberg - *Attended meetings as itemized in Item 5 – AB 1234 of the Agenda.*
- Vice President Parker – *Attended meetings as itemized in Item 5 – AB 1234 of the Agenda. Recommended that we host one of the ASBCSD Membership meetings in June or July 2024; Suggested raising the scholarship amount for Cohort Program; Requested that the monitors be lowered at the dais.*
- Treasurer Aldaco - *Attended meetings as itemized in Item 5 – AB 1234 of the Agenda. Requested staff look into getting a consultant to work with the Board on how to be better leaders.*

- Director Layton - *Attended meetings as itemized in Item 5 – AB 1234 of the Agenda.*
- Director Coker - *Attended meetings as itemized in Item 5 – AB 1234 of the Agenda.*
- Director Gulmahamad – *None.*
- Director Sonnenberg - *Attended meetings as itemized in Item 5 – AB 1234 of the Agenda.*

STAFF ORAL REPORTS

- General Manager/Secretary Report – *Invited the Board to the Waterwise Pumpkin Fest on Saturday, October 7th; noted that staff will be taking down the gallery wall in the lobby on October 8th; and noted the Loteria Project will be launched in November (date TBD). In 2024: The Time Capsule event will be held on January 18th, and the Policymakers Celebration will be held on September 19th.*
- Legal Counsel Report – *None.*

CLOSED SESSION

President Ligtenberg recessed the meeting at 3:42 p.m. to consider the following Closed Session items:

Legal Counsel shall provide a briefing on the item listed for Closed Session as follows:

17. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
KAISER Foundation Health Plan, Inc., et al. vs. Chino Basin Water Conservation District;
and DOES 1 through 10, inclusive
San Bernardino Superior Court Case No.: CIVDS 1933655

18. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Cari McCormick vs. California Public Employees' Retirement System

President Ligtenberg reconvened the meeting at 4:23 p.m.

Board Attorney, Leland McElhaney, stated that there was no reportable action taken in closed session.

ADJOURNMENT

President Ligtenberg adjourned the meeting at 4:23 p.m. to the next Regular Board Meeting of the Chino Basin Water Conservation District to be held on **Monday, October 9, 2023**, at 2:00 p.m. at District Headquarters, located at 4594 San Bernardino Street, Montclair, CA 91763.

APPROVED AND ADOPTED THIS 9TH DAY OF OCTOBER, 2023.

Elizabeth Skrzat, General Manager

ATTEST:

Dena Y. Lamarque, Board Clerk/Administrative Coordinator

CHINO BASIN WATER CONSERVATION DISTRICT
FINANCIAL REPORTS
August 2023

- 1. Income & Expense Report**
- 2. Balance Sheet**
- 3. General Checking & Petty Cash Checking**
- 4. Credit Expense Checks Breakdown (Cal Card)**
- 5. Payroll Reports**
- 6. Expense Reimbursement Reports**

Chino Basin Water Conservation District Income & Expense Report

July through August 2023

	Jul - Aug 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
40000 · Property Tax & Assessment Rev			
40100 · Current Yr Tax Revenue	39,379.68	2,651,600.00	1.5%
40200 · Current Yr Supplemental Tax Rev	0.00	74,300.00	0.0%
40300 · Prior Yr Tax Revenue	39,689.52	58,000.00	68.4%
40400 · Homeowner's Prop Tax Relief	0.00	19,500.00	0.0%
40500 · RDA Pass-Thru from Cities	0.00	1,267,100.00	0.0%
Total 40000 · Property Tax & Assessment Rev	79,069.20	4,070,500.00	1.9%
41000 · Interest Income	37.64	167,600.00	0.0%
42000 · Contributions/Sponsorships	4,500.00	4,000.00	112.5%
44000 · Grant Income			
44200 · Non-Govt Grant Income	640.00		
Total 44000 · Grant Income	640.00		
45000 · Capital Gain/Loss			
45100 · CalTRUST Investment Earnings	19,598.91	54,100.00	36.2%
45110 · CalTRUST unrealized gain/loss	2,397.18		
Total 45000 · Capital Gain/Loss	21,996.09	54,100.00	40.7%
49000 · Miscellaneous Income			
49100 · Agreement Income	639.00	17,500.00	3.7%
49200 · Cal Card Incentive	676.71	2,000.00	33.8%
49500 · Lease Revenue	2,000.00	12,000.00	16.7%
49900 · Misc Income	2,222.93		
49000 · Miscellaneous Income - Other	1.00		
Total 49000 · Miscellaneous Income	5,539.64	31,500.00	17.6%
Total Income	111,782.57	4,327,700.00	2.6%
Gross Profit	111,782.57	4,327,700.00	2.6%
Expense			
50000 · Payroll Expenses			
50100 · Wages			
50110 · Directors Wages	6,125.00	56,000.00	10.9%
50120 · Salary Employee Wages	118,060.79	645,300.00	18.3%
50130 · Hourly Employee Wages	141,844.89	833,100.00	17.0%
50140 · Intern Wages	11,835.07	72,000.00	16.4%
Total 50100 · Wages	277,865.75	1,606,400.00	17.3%
50200 · Payroll taxes	21,465.40	125,900.00	17.0%
50300 · Employee Benefits			
50326 · CalPERS Pension Reserve Trust	0.00	100,000.00	0.0%
50310 · Med/Dent/Vision/Life/Dis. Ins	40,777.04	261,900.00	15.6%
50311 · Employee Paid Premiums	-914.40	-4,900.00	18.7%
50312 · Emp Benefits - Healthy Living	255.44		
50313 · EAP - Employee Assist. Program	0.00	600.00	0.0%
50321 · Classic - ER Paid Member Contr.	2,466.46	13,200.00	18.7%
50322 · Classic-Employer Contribution	3,752.77	20,100.00	18.7%
50325 · PEPRA-Employer Contribution	16,874.42	96,800.00	17.4%
50328 · Unfunded PERS payment	41,286.00	48,900.00	84.4%
Total 50300 · Employee Benefits	104,497.73	536,600.00	19.5%
50400 · Payroll processing fees	1,168.90	14,100.00	8.3%
Total 50000 · Payroll Expenses	404,997.78	2,283,000.00	17.7%
51000 · Administration Expenses			
51100 · Accounting Fees	14,463.90	80,000.00	18.1%
51150 · Banking Fees	45.00	400.00	11.3%
51200 · Board of Director's Expenses			
51210 · Conference & Tour Fees	3,130.00	12,000.00	26.1%
51230 · Legal Notices/Director Related	0.00	2,000.00	0.0%
51240 · Meals	530.00	1,500.00	35.3%
51250 · Medical & Life Insurance	1,467.52	21,600.00	6.8%
51260 · Mileage	465.45	2,500.00	18.6%
51270 · Miscellaneous	1,236.00	12,500.00	9.9%
51280 · Travel & Lodging	563.19	2,000.00	28.2%
Total 51200 · Board of Director's Expenses	7,392.16	54,100.00	13.7%
51300 · Consulting Fees	8,988.08	131,000.00	6.9%
51400 · Dues & Subscriptions	7,164.56	45,200.00	15.9%
51500 · Engineering Fees	0.00	10,000.00	0.0%
51600 · Legal Fees	15,505.00	50,000.00	31.0%
51700 · Office Expenses			
51785 · Agenda Management Software	0.00	12,000.00	0.0%
51710 · Office Equipment & Repairs	1,375.46	10,200.00	13.5%
51720 · Computer/Printer Supplies	213.17	2,500.00	8.5%
51730 · Maintenance/Janitorial	1,426.78	17,300.00	8.2%
51740 · Miscellaneous	0.00	1,000.00	0.0%
51750 · Postage	77.88	1,300.00	6.0%
51760 · Supplies	518.59	7,100.00	7.3%
51765 · Computer/IT Support	11,292.77	43,700.00	25.8%

Chino Basin Water Conservation District Income & Expense Report

July through August 2023

	Jul - Aug 23	Budget	% of Budget
51770 · Telecommunications	2,831.65	19,500.00	14.5%
51780 · Utilities	7,981.68	39,500.00	20.2%
Total 51700 · Office Expenses	25,717.98	154,100.00	16.7%
51800 · Meeting Refreshments	247.36	3,000.00	8.2%
51900 · Staff Expenses			
51910 · Education	2,584.00	11,000.00	23.5%
51920 · Conference & Tour Fees	1,595.00	10,700.00	14.9%
51930 · Meals	146.18	6,600.00	2.2%
51940 · Mileage	163.29	4,300.00	3.8%
51950 · Miscellaneous	69.15	4,000.00	1.7%
51955 · Recruitment	629.00	5,000.00	12.6%
51960 · Travel & Lodging	401.60	11,500.00	3.5%
51970 · Uniform Expense	1,633.83	10,700.00	15.3%
Total 51900 · Staff Expenses	7,222.05	63,800.00	11.3%
51990 · Tax Collections Fees	189.27	8,200.00	2.3%
Total 51000 · Administration Expenses	86,935.36	599,800.00	14.5%
51999 · Non-Operating General Expenses			
51999-1 · Facilities	355.88	10,000.00	3.6%
51999-2 · Furniture & Equipment	5,234.67	28,000.00	18.7%
Total 51999 · Non-Operating General Expenses	5,590.55	38,000.00	14.7%
53000 · Insurance Expenses			
53100 · Bonding	450.00	1,000.00	45.0%
53200 · General Liability	1,709.00	46,400.00	3.7%
53300 · Property	10,160.51	9,600.00	105.8%
53400 · Workers' Comp	0.00	36,000.00	0.0%
Total 53000 · Insurance Expenses	12,319.51	93,000.00	13.2%
54000 · Operation Expenses			
54150 · Equipment & Vehicles			
54160 · Equipment	0.00	3,000.00	0.0%
54170 · Fuel	1,555.91	13,200.00	11.8%
54180 · Repairs, Maint & Supplies	26.14	17,000.00	0.2%
Total 54150 · Equipment & Vehicles	1,582.05	33,200.00	4.8%
54200 · Fence Expenses	4,808.06	42,000.00	11.4%
54250 · Hardscape Expenses	0.00	9,200.00	0.0%
54300 · Irrigation Expenses	4,450.18	16,100.00	27.6%
54350 · Landscape Maint & Supplies	199.44	53,000.00	0.4%
54400 · Miscellaneous	0.00	1,500.00	0.0%
54450 · Basin Percolation Maintenance	0.00	101,000.00	0.0%
54500 · Pest Control	1,951.94	11,000.00	17.7%
54550 · Signage	1,530.38	4,500.00	34.0%
54600 · Small Tools & Supplies	1,547.66	6,000.00	25.8%
54650 · Structural Maintenance	3,797.70	42,000.00	9.0%
54750 · Trash Cleanup & Disposal	1,652.50	15,000.00	11.0%
54800 · Utilities	1,462.69	12,000.00	12.2%
54850 · Weed Abatement	1,017.19	20,200.00	5.0%
Total 54000 · Operation Expenses	23,999.79	366,700.00	6.5%
55000 · Permits & Fees	0.00	500.00	0.0%
56000 · Public Education/Relations			
56100 · Advertising & Strategic Comm.	7,152.58	63,300.00	11.3%
56200 · Critter Expenses	434.55	7,000.00	6.2%
56300 · District Events			
56330 · Outreach Events	2,161.53	30,000.00	7.2%
56340 · Water Fair	5,692.62	15,000.00	38.0%
56350 · Poster Art Contest	18.00	14,000.00	0.1%
56360 · Youth Program Supplies	442.00	1,500.00	29.5%
56370 · School Tours	0.00	40,000.00	0.0%
56380 · Public Ed/Workshops	693.54	20,000.00	3.5%
Total 56300 · District Events	9,007.69	120,500.00	7.5%
56400 · Community Events/Sponsorships			
56500 · Informational Materials	2,053.21	3,000.00	68.4%
56700 · Web Design/Maintenance	4,467.90	29,000.00	15.4%
56400 · Community Events/Sponsorships - Other	2,500.00	2,500.00	100.0%
Total 56400 · Community Events/Sponsorships	9,021.11	34,500.00	26.1%
56600 · Supplies - Give Aways	213.99	10,000.00	2.1%
56750 · Lobby Display Rotation - noncap	675.40		
Total 56000 · Public Education/Relations	26,505.32	235,300.00	11.3%
58000 · Capital Expenses	12,243.80	541,200.00	2.3%
Total Expense	572,592.11	4,157,500.00	13.8%
Net Ordinary Income	-460,809.54	170,200.00	-270.7%
Net Income	-460,809.54	170,200.00	-270.7%

Chino Basin Water Conservation District

Balance Sheet

As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
10000 · Cash Accounts	
10600 · Pension Trust	73,629.00
10100 · General Checking	217,238.70
10200 · Petty Cash	1,001.13
10300 · LAIF Investment	10,312,362.59
10310 · LAIF FMV	-163,571.38
10400 · CalTrust	2,419,180.29
Total 10000 · Cash Accounts	12,859,840.33
Total Checking/Savings	12,859,840.33
Accounts Receivable	
11000 · Accounts Receivable	1,585.00
Total Accounts Receivable	1,585.00
Other Current Assets	
11100 · Other Miscellaneous Receivable	171.32
14000 · Prepaid Expenses	
14200 · Miscellaneous	51,150.53
Total 14000 · Prepaid Expenses	51,150.53
14600 · Deferred Outflows - DOR	
14601 · DOR - Pension Contributions	1,255,746.00
14602 · DOR - Pension Related	515,202.00
Total 14600 · Deferred Outflows - DOR	1,770,948.00
14999 · Undeposited Funds	1,726.71
Total Other Current Assets	1,823,996.56
Total Current Assets	14,685,421.89
Fixed Assets	
12000 · Construction in Process	325,410.40
15000 · Buildings & Fixtures - Net Val	
15100 · Buildings and Fixtures	9,043,586.31
15200 · A/D - Buildings & Fixtures	-2,530,079.64
Total 15000 · Buildings & Fixtures - Net Val	6,513,506.67
16000 · Land Assets	
16000-1 · Land	1,486,121.26
16000-3 · Land - Confluence Project	4,500,000.00
Total 16000 · Land Assets	5,986,121.26
17000 · Office Furn. & Equip. - Net Val	
17100 · Office Furniture & Equipment	111,024.42
17200 · A/D - Office Furniture & Equipm	-65,663.96
Total 17000 · Office Furn. & Equip. - Net Val	45,360.46
18000 · Vehicles & Implements - Net Val	
18100 · Vehicles and Implements	198,800.48
18200 · A/D - Vehicles & Implements	-109,644.43
Total 18000 · Vehicles & Implements - Net Val	89,156.05
19000 · Garden & Hardscape - Net Val	
19100 · Garden & Hardscape	1,546,393.75
19200 · A/D - Garden & Hardscape	-1,112,776.07
Total 19000 · Garden & Hardscape - Net Val	433,617.68

Chino Basin Water Conservation District

Balance Sheet

As of August 31, 2023

	Aug 31, 23
Total Fixed Assets	13,393,172.52
Other Assets	
13500 · Right to Use Assets	
13512 · Accum. Amortization - Equipment	-16,265.81
13511 · Lease of Equipment (LT)	9,535.03
13510 · Lease of Equipment (ST)	10,656.91
Total 13500 · Right to Use Assets	3,926.13
Total Other Assets	3,926.13
TOTAL ASSETS	28,082,520.54
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · General Accounts Payable	39,943.23
Total Accounts Payable	39,943.23
Credit Cards	
20600 · CalCard	
20647 · CalCard- A Quinones	223.80
20646 · CalCard- A Fernandez	320.00
20643 · CalCard - D Lamarque	625.00
20642 · CalCard - D Schroeder	352.38
20610 · CalCard - J Taylor	201.04
20613 · CalCard - R Sotomayor	145.58
20609 · CalCard - J Salcido	383.13
20626 · CalCard - M Curiel	705.78
20630 · CalCard - M Dean	2,303.10
20619 · CalCard - B Burgess	814.10
20620 · CalCard - S Kleinrock	498.75
20632 · CalCard - E Skrzat	1,270.51
Total 20600 · CalCard	7,843.17
Total Credit Cards	7,843.17
Other Current Liabilities	
21000 · Payroll Liabilities	
21300 · Employer Payroll Taxes Payable	
21330 · ETT	1.68
21340 · SUI	28.71
Total 21300 · Employer Payroll Taxes Payable	30.39
21500 · Accrued Employee Benefits	
21510 · Vacation Payable	67,774.14
Total 21500 · Accrued Employee Benefits	67,774.14
21600 · Accrued Wages	62,525.47
Total 21000 · Payroll Liabilities	130,330.00
22000 · Customer Deposits	
22100 · Rental Property - Rent Deposit	1,400.00
Total 22000 · Customer Deposits	1,400.00
24000 · Accrued Expenses	4,285.86
Total Other Current Liabilities	136,015.86
Total Current Liabilities	183,802.26
Long Term Liabilities	
23500 · Lease Liabilities	

Chino Basin Water Conservation District

Balance Sheet

As of August 31, 2023

	Aug 31, 23
23510 · Lease Liability - Equipment(ST)	3,978.74
Total 23500 · Lease Liabilities	3,978.74
29000 · Deferred Inflows- DIR	
29002 · DIR - Pension Related	1,059,359.00
Total 29000 · Deferred Inflows- DIR	1,059,359.00
29001 · Net Pension Liability	1,213,543.00
Total Long Term Liabilities	2,276,880.74
Total Liabilities	2,460,683.00
Equity	
30001 · Non-Spendable Net Position	
30003 · Prepaids & Inventory	53,008.76
Total 30001 · Non-Spendable Net Position	53,008.76
30010 · Committed Net Position	
30011 · Recycled Water Programs	3,666,770.00
Total 30010 · Committed Net Position	3,666,770.00
30020 · Assigned Net Position	
30027 · District Facilities Reserve	300,000.00
30022 · Recharge Improvements	2,350,000.00
30012 · Major Structural Failures	2,350,000.00
30026 · Operating Reserves	1,700,000.00
Total 30020 · Assigned Net Position	6,700,000.00
30090 · Investment in Capital Assets	13,528,834.46
31000 · Unassigned Net Position	2,134,033.86
Net Income	-460,809.54
Total Equity	25,621,837.54
TOTAL LIABILITIES & EQUITY	28,082,520.54

Chino Basin Water Conservation District
Monthly General Checking Disbursements
As of August 31, 2023

Type	Date	Num	Name	Memo	Amount
10000 · Cash Accounts					
10100 · General Checking					
Bill Pmt -Check	08/01/2023	20911	Erin L. Hughes	Headshots for Board of Directors	-1,200.00
Bill Pmt -Check	08/07/2023	20912	ACWA JPIA	Med.,Dental,Vision,Life Ins-September	-19,367.86
Bill Pmt -Check	08/07/2023	20913	Animal Pest Management Services, Inc.	Basins- ground squirrel control-July srvc	-935.00
Bill Pmt -Check	08/07/2023	20914	Burrtec Waste Industries, Inc.	Trash & Green waste service-August	-395.36
Bill Pmt -Check	08/07/2023	20915	C.J. Brown & Company, CPAS	Consulting services for July	-5,976.00
Bill Pmt -Check	08/07/2023	20916	Central Blueprint Service		-668.06
Bill Pmt -Check	08/07/2023	20917	Cintas Corporation #150		-196.82
Bill Pmt -Check	08/07/2023	20918	Climatec LLC	Troubleshooting A/C unit issues	-1,075.00
Bill Pmt -Check	08/07/2023	20919	Computer Village	Microsoft 365 monthly	-528.30
Bill Pmt -Check	08/07/2023	20920	Eide Bailly LLP	215752	-10,888.69
Bill Pmt -Check	08/07/2023	20921	Ewing Irrigation Products, Inc.	pipe for avocado tree sprinklers	-26.23
Bill Pmt -Check	08/07/2023	20922	Folding Gate Systems, Inc.	various gate repairs-Trash Bin,MUB,MC #4	-765.00
Bill Pmt -Check	08/07/2023	20923	Frontier	909-293-7578-071118-5	-450.65
Bill Pmt -Check	08/07/2023	20924	Hometown Rentals Inc.	tractor & rotor hammer for park project	-191.40
Bill Pmt -Check	08/07/2023	20925	Omone Abu	social media srvc-July & August	-575.00
Bill Pmt -Check	08/07/2023	20926	Sandy Alexander, Inc.	Banners for Garden Fence	-2,451.45
Bill Pmt -Check	08/07/2023	20927	Smith Pipe & Supply Inc.		-2,583.82
Bill Pmt -Check	08/07/2023	20928	Standard Insurance Company, Inc.	Policy 006492990083/from July payroll	-748.55
Bill Pmt -Check	08/07/2023	20929	Vanguard Cleaning Systems	monthly janitorial 8/1-8/31	-495.00
Bill Pmt -Check	08/08/2023	20930	Monte Vista Water District		-506.83
Check	08/10/2023			Wire Service Charge	-15.00
General Journal	08/11/2023	cm 9.5.23	Paychex	Paychex Fee - Hrs	-50.00
General Journal	08/12/2023	ke 8.18.23		Payroll 8/12/2023	-38,231.37
General Journal	08/12/2023	ke 8.18.23		PPE 8/12/2023 - SDI	-498.33
General Journal	08/12/2023	ke 8.18.23		PPE 8/12/2023 - SUI	-32.57
General Journal	08/12/2023	ke 8.18.23		PPE 8/12/2023	-16,035.37
General Journal	08/12/2023	ke 8.18.23	CalPERS (Payroll)	CalPERS - PPE 8/12/2023	-8,146.46
General Journal	08/12/2023	ke 8.18.23	CalPERS (Payroll)	CalPERS - PPE 8/12/2023	-1,588.26
General Journal	08/21/2023	cm 9.5.23	Paychex	Paychex Fee - OAB	-184.45
General Journal	08/22/2023	ke 8.18.23	CalPERS (Payroll)	GASB 68 Reporting Annual Fee	-700.00
Bill Pmt -Check	08/25/2023	20931	ACWA JPIA	Cyber Liability 7/1/23-6/30/24	-1,709.00
Bill Pmt -Check	08/25/2023	20932	Aggressive Pest Management	Quarterly pest control srvc	-75.00
Bill Pmt -Check	08/25/2023	20933	ASBCSD	Mbrshp Mtg dinner for Dir. Aldaco,Coker,Par...	-120.00
Bill Pmt -Check	08/25/2023	20934	Beneficial Ag Services	green waste from park	-59.92
Bill Pmt -Check	08/25/2023	20935	Brunick, McElhaney & Kennedy	Legal services for July	-11,165.00
Bill Pmt -Check	08/25/2023	20936	CAPIO	Membership renewal (annual)	-275.00
Bill Pmt -Check	08/25/2023	20937	Central Blueprint Service		-592.63
Bill Pmt -Check	08/25/2023	20938	Cintas Corporation #150		-295.23
Bill Pmt -Check	08/25/2023	20939	City of Ontario		-310.37
Bill Pmt -Check	08/25/2023	20940	Computer Village		-1,940.60
Bill Pmt -Check	08/25/2023	20941	Eide Bailly LLP	215752	-5,337.90
Bill Pmt -Check	08/25/2023	20942	Ewing Irrigation Products, Inc.		-163.56
Bill Pmt -Check	08/25/2023	20943	Great America Financial Services Corp	monthly copier lease	-687.73
Bill Pmt -Check	08/25/2023	20944	McFadden-Dale Ind Hardware	hat for PPE/tractor pin	-22.95
Bill Pmt -Check	08/25/2023	20945	Natalja Kent Photography	50% deposit-photographer for Fall Fest	-300.00
Bill Pmt -Check	08/25/2023	20946	O.F. Wolfenbarger, Inc.	filler sand for park sprinklers	-32.86
Bill Pmt -Check	08/25/2023	20947	Quality Pet Waste Stations	Doggie station bags	-211.46
Bill Pmt -Check	08/25/2023	20948	Red Wing Business Advantage	work boots for JJ,GJ,JS,RS,LH	-668.26
Bill Pmt -Check	08/25/2023	20949	SCE (Utility Payments Only)		-4,041.73
Bill Pmt -Check	08/25/2023	20950	Smith Pipe & Supply Inc.		-548.96
Bill Pmt -Check	08/25/2023	20951	Southern California Water Coalition	Annual Membership 7/1/23-6/30/24	-2,500.00
Bill Pmt -Check	08/25/2023	20952	The City of Monclair	sewer srvc-all campus	-54.39
Bill Pmt -Check	08/25/2023	20953	TPX Communications	phone & internet srvc 8/16-9/15	-815.33
Bill Pmt -Check	08/25/2023	20954	Verizon Wireless	wireless push to talk srvc 8/10-9/9	-138.35
Bill Pmt -Check	08/25/2023	20955	Yesmean N. Rihbany	Consulting srvc-Leader Assessment	-1,900.00
General Journal	08/26/2023	ke 9.1.23		Payroll 8/26/2023	-42,164.98
General Journal	08/26/2023	ke 9.1.23		PPE 8/26/2023 - SDI	-497.60
General Journal	08/26/2023	ke 9.1.23		PPE 8/26/2023 - ETT	-1.97
General Journal	08/26/2023	ke 9.1.23		PPE 8/26/2023 - SUI	-33.67
General Journal	08/26/2023	ke 9.1.23		PPE 8/26/2023	-16,670.68
General Journal	08/26/2023	ke 9.1.23	CalPERS (Payroll)	CalPERS - PPE 8/26/2023 - Lemarque, Quin...	640.14
General Journal	08/26/2023	ke 9.1.23	CalPERS (Payroll)	CalPERS - PPE 8/26/2023	-8,180.71
General Journal	08/26/2023	ke 9.1.23	CalPERS (Payroll)	CalPERS - PPE 8/26/2023	-1,588.26
Bill Pmt -Check	08/28/2023	20956	MVWD (WEWAC)	WEWAC annual dues for FY23-24	-1,500.00
Bill Pmt -Check	08/28/2023	20957	Cal Card (US Bank)	Statement Ending 7/24/2023	-14,250.62
Bill Pmt -Check	08/28/2023	20958	Computer Village	Lenovo Thinkpad	-1,536.91
Bill Pmt -Check	08/28/2023	20959	Eide Bailly LLP	215752	-3,150.00
Bill Pmt -Check	08/28/2023	20960	GovernmentJobs.com, Inc.	Job Posting Bundle Purchase	-629.00
Bill Pmt -Check	08/28/2023	20961	KBDA		-5,500.00
Bill Pmt -Check	08/28/2023	20962	Standard Insurance Company, Inc.	Policy #006492990083/from Aug. payroll	-1,121.59
Bill Pmt -Check	08/28/2023	20963	Frontier	909-293-7578-071118-5	-466.77
Check	08/28/2023			Wire Service Charge	-15.00
Total 10100 · General Checking					-246,140.68
Total 10000 · Cash Accounts					-246,140.68

Chino Basin Water Conservation District
Monthly General Checking Disbursements
As of August 31, 2023

Type	Date	Num	Name	Memo	Amount
TOTAL					-246,140.68

Chino Basin Water Conservation District
Monthly Petty Cash Checking Disbursements
As of August 31, 2023

Type	Date	Num	Name	Memo	Amount	Balance
10000 · Cash Accounts						1,001.09
10200 · Petty Cash						1,001.09
Deposit	08/31/2023			Interest	0.04	1,001.13
Total 10200 · Petty Cash					0.04	1,001.13
Total 10000 · Cash Accounts					0.04	1,001.13
TOTAL					0.04	1,001.13

Chino Basin Water Conservation District
CalCard Monthly Detail
As of August 31, 2023

Type	Date	Name	Memo	Amount	Balance
20600 · CalCard					2,366.63
20647 · CalCard- A Quinones					421.99
Credit Card Charge	08/03/2023	Amazon-Cal Card	posters for ED classroom	29.38	451.37
Credit Card Charge	08/03/2023	Supplies - Misc	Posters for ED classroom	64.41	515.78
Credit Card Charge	08/04/2023	Amazon-Cal Card	plexiglass for flyer holders	15.79	531.57
Credit Card Charge	08/16/2023	Services - Misc	tabling event-vendor fee	20.00	551.57
Credit Card Charge	08/16/2023	Services - Misc	credit card transaction fee from 8/16	0.50	552.07
Credit Card Charge	08/22/2023	Supplies - Misc	Ed bldg decor	15.80	567.87
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-552.07	15.80
Credit Card Charge	08/26/2023	Services - Misc	field trip registration software	199.00	214.80
Credit Card Charge	08/28/2023	Wishpond	poster contest voting platform -paused plan	9.00	223.80
Total 20647 · CalCard- A Quinones				-198.19	223.80
20646 · CalCard- A Fernandez					0.00
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	0.00	0.00
Credit Card Charge	08/24/2023	ACWA JPIA	Fall Training Conference-LA (for AF)	225.00	225.00
Credit Card Charge	08/25/2023	Conference-Cal Card	RFP's & Projects Seminar-AF	95.00	320.00
Total 20646 · CalCard- A Fernandez				320.00	320.00
20645 · CalCard- J Jones					13.06
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-13.06	0.00
Total 20645 · CalCard- J Jones				-13.06	0.00
20644 · CalCard - L Holguin					94.04
Credit Card Charge	08/14/2023	Home Depot - CalCard	screws & nuts for golf cart	4.20	98.24
Credit Card Charge	08/15/2023	AutoZone-Cal Card	starter cables for golf cart	26.14	124.38
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-124.38	0.00
Total 20644 · CalCard - L Holguin				-94.04	0.00
20643 · CalCard - D Lamarque					200.00
Credit Card Charge	08/01/2023	City Clerk's Association of California	Workshop for DL	200.00	400.00
Credit Card Charge	08/01/2023	CAPIO	Webinar for ES	45.00	445.00
Credit Card Charge	08/08/2023	ACWA	Fall Conference for ES	815.00	1,260.00
Credit Card Charge	08/08/2023	ACWA	Fall Conference for Dir. G. Aldaco	815.00	2,075.00
Credit Card Charge	08/09/2023	ACWA	Fall Conference for Dir. K. Parker	815.00	2,890.00
Credit Card Charge	08/09/2023	Marriott	charge to hold room- K. Parker 8/29-Monterey	271.23	3,161.23
Credit Card Charge	08/11/2023	Montclair Chamber of Commerce	tickets for 6 Directors-Night Under the Stars event	270.00	3,431.23
Credit Card Charge	08/14/2023	Food - CalCard	cookies for Dir. Coker's b'day	36.00	3,467.23
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-3,467.23	0.00
Credit Card Charge	08/24/2023	California Special Districts Association	Leadership Academy regist.-Dir. Ligtenberg	625.00	625.00
Total 20643 · CalCard - D Lamarque				425.00	625.00
20642 · CalCard - D Schroeder					0.00
Credit Card Charge	08/06/2023	Super King	tortoise food	22.52	22.52
Credit Card Charge	08/14/2023	CLCA	Dues renewal for DS	120.00	142.52
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-142.52	0.00
Credit Card Charge	08/26/2023	Supplies - Misc	plumbing supplies for garden drinking fountain	227.71	227.71
Credit Card Charge	08/28/2023	Lowe's-Cal Card	supplies for tool room	72.43	300.14
Credit Card Charge	08/29/2023	Supplies - Misc	parts for garden fountain installation	19.55	319.69
Credit Card Charge	08/29/2023	Home Depot - CalCard	parts for garden fountain installation	32.69	352.38
Total 20642 · CalCard - D Schroeder				352.38	352.38
20610 · CalCard - J Taylor					76.96
Credit Card Charge	08/04/2023	Amazon-Cal Card	mosquito repellent	115.45	192.41
Credit Card Charge	08/07/2023	Amazon-Cal Card	Amazon Prime Membership Renewal	151.51	343.92
Credit Card Charge	08/08/2023	Amazon-Cal Card	A/P window envelopes	28.33	372.25
Credit Card Charge	08/08/2023	Stater Bros - CalCard	Snacks for Board Meeting	40.96	413.21
Credit Card Charge	08/08/2023	Amazon-Cal Card	copy paper 11 x 17	18.32	431.53
Credit Card Charge	08/16/2023	Food - CalCard	donuts for staff CalPERS 457 presentation	35.98	467.51
Credit Card Charge	08/17/2023	Amazon-Cal Card	Book for book nook	8.70	476.21
Credit Card Charge	08/17/2023	Amazon-Cal Card	book for ES	13.60	489.81
Credit Card Charge	08/22/2023	Amazon-Cal Card	tablecloths,napkins,cups,hand soap refill	56.44	546.25
Credit Card Charge	08/22/2023	Stater Bros - CalCard	beverages for various mtgs	92.30	638.55
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-453.83	184.72
Credit Card Charge	08/25/2023	Amazon-Cal Card	compressed air	16.32	201.04
Total 20610 · CalCard - J Taylor				124.08	201.04
20613 · CalCard - R Sotomayor					112.32
Credit Card Charge	08/04/2023	Costco-Cal Card	Fuel for newer Chevy + 5G containers	131.26	243.58
Credit Card Charge	08/21/2023	Lowe's-Cal Card	metal rake, loppers	135.83	379.41
Credit Card Charge	08/22/2023	Costco-Cal Card	Fuel for newer Chevy	145.58	524.99
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-379.41	145.58
Total 20613 · CalCard - R Sotomayor				33.26	145.58
20609 · CalCard - J Salcido					536.21
Credit Card Charge	08/10/2023	Stater Bros - CalCard	tortoise food	7.35	543.56
Credit Card Charge	08/14/2023	Stater Bros - CalCard	tortoise food	28.08	571.64
Credit Card Charge	08/15/2023	Food - CalCard	b'day cake for JS & Gia	42.00	613.64
Credit Card Charge	08/16/2023	Costco-Cal Card	fuel for older Chevy	98.05	711.69
Credit Card Charge	08/16/2023	Stater Bros - CalCard	cat food/b'day dessert for JS	22.33	734.02
Credit Card Charge	08/18/2023	Stater Bros - CalCard	tortoise food	28.80	762.82
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-762.82	0.00
Credit Card Charge	08/25/2023	Supplies - Misc	tortoise food	24.20	24.20
Credit Card Charge	08/28/2023	Lowe's-Cal Card	ear plugs - PPE	23.68	47.88
Credit Card Charge	08/28/2023	Home Depot - CalCard	steels stakes for garden signs	94.04	141.92

Chino Basin Water Conservation District
CalCard Monthly Detail
As of August 31, 2023

Type	Date	Name	Memo	Amount	Balance
Credit Card Charge	08/29/2023	Lowe's-Cal Card	shower head for MUB, trash pickers	74.93	216.85
Credit Card Charge	08/29/2023	Super King	tortoise food	28.74	245.59
Credit Card Charge	08/30/2023	Supplies - Misc	snap pins for new trailer	8.59	254.18
Credit Card Charge	08/31/2023	Costco-Cal Card	fuel for newer Chevy	128.95	383.13
Total 20609 · CalCard - J Salcido				-153.08	383.13
20626 · CalCard - M Curiel					0.00
Credit Card Charge	08/09/2023	Amazon-Cal Card	decor for ED bldg	6.02	6.02
Credit Card Charge	08/09/2023	Amazon-Cal Card	decor for ED bldg	10.34	16.36
Credit Card Charge	08/09/2023	Amazon-Cal Card	decor for ED bldg	5.40	21.76
Credit Card Charge	08/15/2023	Amazon-Cal Card	materials for classroom	23.95	45.71
Credit Card Charge	08/16/2023	Services - Misc	Deposit for festival photographer	108.00	153.71
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-153.71	0.00
Credit Card Charge	08/23/2023	Supplies - Misc	rugs for lobby for rainy day programs	675.40	675.40
Credit Card Charge	08/30/2023	Supplies - Misc	signage for rock garden @ basin viewing pt	30.38	705.78
Total 20626 · CalCard - M Curiel				705.78	705.78
20634 · CalCard - D Moreno					0.00
Credit Card Charge	08/03/2023	Amazon-Cal Card	Wellness Grant fitness tracker for DM	22.75	22.75
Credit Card Charge	08/03/2023	Landscape Expo	Expo admission for DM & BB	20.00	42.75
Credit Card Charge	08/08/2023	Fuel - Misc	Fuel for Ford	157.91	200.66
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-200.66	0.00
Total 20634 · CalCard - D Moreno				0.00	0.00
20630 · CalCard - M Dean					121.79
Credit Card Charge	08/01/2023	Emma	newsletter software	141.24	263.03
Credit Card Charge	08/02/2023	Costco-Cal Card	Dog Days event snacks	37.96	300.99
Credit Card Charge	08/02/2023	4imprint, Inc.	event T-shirts	670.55	971.54
Credit Card Charge	08/03/2023	Costco-Cal Card	Dog Days staff event snacks	21.69	993.23
Credit Card Charge	08/08/2023	Google	cloud storage	1.99	995.22
Credit Card Charge	08/08/2023	Supplies - Misc	Banners for Fall Fest	1,384.87	2,380.09
Credit Card Charge	08/10/2023	Supplies - Misc	Fall Fest-stamp for seed packet giveaways	31.39	2,411.48
Credit Card Charge	08/11/2023	Services - Misc	software for social media	79.00	2,490.48
Credit Card Charge	08/19/2023	Services - Misc	newsletter software	88.35	2,578.83
Credit Card Charge	08/21/2023	4imprint, Inc.	event bags	1,000.36	3,579.19
Credit Card Charge	08/22/2023	Survey Monkey	survey software	53.00	3,632.19
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-1,908.28	1,723.91
Credit Card Charge	08/24/2023	Supplies - Misc	75th Anniversary calendar proof	40.31	1,764.22
Credit Card Charge	08/25/2023	Amazon-Cal Card	book for book nook	14.12	1,778.34
Credit Card Charge	08/25/2023	Services - Misc	Fall Fest Bounce House deposit	487.50	2,265.84
Credit Card Charge	08/29/2023	Amazon-Cal Card	attendance clicker for Fall Fest	20.65	2,286.49
Credit Card Charge	08/30/2023	Zoom	mtg platform for virtual mtgs	16.61	2,303.10
Total 20630 · CalCard - M Dean				2,181.31	2,303.10
20631 · CalCard - W Mercado					174.38
Credit Card Charge	08/01/2023	Amazon-Cal Card	field trip supplies (water cycle-beads/pipe cleaners)	55.52	229.90
Credit Card Charge	08/03/2023	Amazon-Cal Card	field trip supplies	40.11	270.01
Credit Card Charge	08/03/2023	Amazon-Cal Card	field trip supplies	22.86	292.87
Credit Card Charge	08/11/2023	Amazon-Cal Card	first aid cabinet supplies + paint	77.73	370.60
Credit Card Charge	08/17/2023	Amazon-Cal Card	plastic beakers for field trips	21.78	392.38
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-392.38	0.00
Total 20631 · CalCard - W Mercado				-174.38	0.00
20619 · CalCard - B Burgess					0.00
Credit Card Charge	08/14/2023	Zoom	webinar & one pro monthly	162.06	162.06
Credit Card Charge	08/17/2023	Education - Misc	BB course admission-Compost & Mulch	275.00	437.06
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-437.06	0.00
Credit Card Charge	08/24/2023	American Water Works Association	Watersmart Conference Registration-BB	455.00	455.00
Credit Card Charge	08/24/2023	South Point Hotel	Hotel for BB-Watersmart Conference	359.10	814.10
Total 20619 · CalCard - B Burgess				814.10	814.10
20620 · CalCard - S Kleinrock					152.88
Credit Card Charge	08/04/2023	SendGrid	contact list storage	19.95	172.83
Credit Card Charge	08/04/2023	Target-Cal Card	mosquito repellent for public/ staff	49.43	222.26
Credit Card Charge	08/04/2023	Supplies - Misc	Laptop for SK	2,509.91	2,732.17
Credit Card Charge	08/04/2023	Supplies - Misc	extended warranty for Sk Laptop	223.00	2,955.17
Credit Card Charge	08/17/2023	Amazon-Cal Card	cleaning tools for garden features	49.04	3,004.21
Credit Card Charge	08/21/2023	Lowe's-Cal Card	tools for pollinator habitat project	16.10	3,020.31
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-3,020.31	0.00
Credit Card Charge	08/26/2023	Supplies - Misc	wildflower seed packets for giveaways	111.32	111.32
Credit Card Charge	08/26/2023	Supplies - Misc	wildflower seed packets for giveaways	387.43	498.75
Total 20620 · CalCard - S Kleinrock				345.87	498.75
20632 · CalCard - E Skrzat					463.00
Credit Card Charge	08/01/2023	Los Angeles News Group	LA Times Digital for ES	16.00	479.00
Credit Card Charge	08/02/2023	Amazon-Cal Card	Wellness Grant fitness tracker for ES	32.69	511.69
Credit Card Charge	08/09/2023	Montclair Chamber of Commerce	Night Under the Stars Event - ES	45.00	556.69
Credit Card Charge	08/15/2023	Services - Misc	Fall Fest Direct mail postcard	4,578.96	5,135.65
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-5,135.65	0.00
Credit Card Charge	08/23/2023	Zoom	Zoom One Pro Monthly	16.61	16.61
Credit Card Charge	08/23/2023	Adobe	Creative Cloud & Acrobat Pro	374.92	391.53
Credit Card Charge	08/23/2023	Food - CalCard	Lunch for Admin. Leadership Forum	878.98	1,270.51
Total 20632 · CalCard - E Skrzat				807.51	1,270.51
20637 · CalCard - G Jimenez					0.00

Chino Basin Water Conservation District
CalCard Monthly Detail

As of August 31, 2023

Type	Date	Name	Memo	Amount	Balance
Credit Card Charge	08/01/2023	Home Depot - CalCard	Roto Hammer cord	25.06	25.06
Credit Card Charge	08/07/2023	Supplies - Misc	algae fix for pond & fountains	186.41	211.47
Credit Card Charge	08/07/2023	Home Depot - CalCard	screw for pond	4.47	215.94
Bill	08/22/2023	Cal Card (US Bank)	Statement Ending 8/22/2023	-215.94	0.00
Total 20637 - CalCard - G Jimenez				0.00	0.00
Total 20600 - CalCard				5,476.54	7,843.17
TOTAL				5,476.54	7,843.17

CHINO BASIN WATER CONSERVATION DISTRICT
PAYROLL SUMMARY
Aug-23

	PPE
	7/29/2023
Total Checks & Direct Deposits	\$ 36,211.38
Total Taxes Paid	\$ 15,516.76
Total Payroll	\$ 51,728.14
<i>*Check date 8/3/2023</i>	

	PPE
	8/12/2023
Total Checks & Direct Deposits	\$ 38,231.37
Total Taxes Paid	\$ 16,566.27
Total Payroll	\$ 54,797.64
<i>*Check date 8/17/2023</i>	

	8/26/2023
Total Checks & Direct Deposits	\$ 42,164.98
Total Taxes Paid	\$ 17,203.92
Total Payroll	\$ 59,368.90
<i>*Check date 8/31/2023</i>	

CHINO BASIN WATER CONSERVATION DISTRICT
PAYROLL SUMMARY
Aug-23

Pay Period Beg.	Pay Period End	Gross Wages	Notes
6/18/2023	7/1/2023	\$ 54,009.58	
7/2/2023	7/15/2023	\$ 57,916.88	
7/16/2023	7/29/2023	\$ 52,833.17	
7/30/2023	8/12/2023	\$ 55,622.73	
8/13/2023	8/26/2023	\$ 59,212.92	
Total Payroll		\$ 279,595.28	

Payroll Date 07/29/23
Check Date 8/3/2023

NOTE: Health Reimbursement for part-timers ONCE a month

Emp #	Name	Board of Director Expenses				Staff Expenses				Travel & Lodging	Repairs, Maintenance, Materials	Outreach Events	Membership
		Medical Insurance \$1250	Mileage \$1260	Director Conference & Tours \$1220	Director Travel & Lodging \$1280	Life/Medical Insurance \$1250	Employee Reimbursement \$1250	Computer Supplies \$1250	Travel & Lodging \$1280				
		explanation		explanation	explanation	explanation	explanation	explanation	explanation	explanation	explanation	explanation	explanation
111	Gulmahamed, Hanif	monthly reimb.	\$ -	reimb at .655 per mile	\$ -								
113	Ligtenberg, Mark	monthly reimb.	\$ -	reimb at .655 per mile	\$ -								
114	Aldaco, Gilbert	monthly reimb.	\$ -	reimb at .655 per mile	\$ -								
115	Sonnenberg, Ryan	N/A at this time	\$ -	reimb at .655 per mile	\$ -								
116	Parker, Katherine	monthly reimb.	\$ -	reimb at .655 per mile	\$ -								
117	Layton, Theresa	N/A at this time	\$ -	reimb at .655 per mile	\$ -								
118	Coker, Amanda	N/A at this time	\$ -	reimb at .655 per mile	\$ -								
240	Burgess, Brandon					\$ -	Medical Reimbursement ONCE a month, \$200 Max, May and June Insurance	\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
249	Curtis, Monica					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
276	Fernandez, Alida					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
280	Jimenez, George					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
287	Jones, Jacob					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
288	Lamarque, Dena					\$ -	Medical Reimbursement ONCE a month, \$200 Max	\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
275	Lederman, Nickolaus					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
256	Mercado, William					\$ -	Medical Reimbursement ONCE a month, \$200 Max	\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
257	Mereno, Daniel					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
277	Quinones, Auzena					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
230	Salido, James					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
214	Sotomayor, Roberto					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
220	Taylor, Judith					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
254	Bojlad-Dean, Mala					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
239	Kleinrock, Scott					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
202	Schneider, David W					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
269	Rodriguez Pinto, Laura					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
253	Skratz, Elizabeth					\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
31						\$ -		\$ -	reimb at .655 per mile	\$ -	\$ -	\$ -	\$ -
Totals:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.00	\$ -	\$ (100.00)	\$ -	\$ -	\$ 54.65	\$ -

Chino Basin Water Conservation District
Director and Staff Expense Reimbursements

Payroll Date 08/12/25
Check Date 8/17/2025

NOTE: Health Reimbursement for part-timers ONCE a month

Emp #	Name	Board of Director Expenses				Staff Expenses				Meeting Expenses				Repairs, Maintenance, and Supplies				Expense Reimb. Clearing		Membershl pr	explanation	
		Medical Insurance 51250	explanation	Mileage 51260	explanation	Director Conference & Travel 51270	explanation	Director Travel & Lodging 51280	explanation	Life/Medical Insurance 50310	explanation	Employee Mileage 51540	explanation	Computer Supplies 51720	explanation	Meeting Expenses 51800	explanation	Meals 51930	explanation			Regaling, Maintenance, and Supplies 54100
111	Gulmahamad, Hanif	\$ -	monthly reimb.	\$ -	reimts at .655 per mile	\$ -		\$ -		\$ -												
113	Ligenberg, Mark	\$ -	monthly reimb.	\$ -	reimts at .655 per mile	\$ -		\$ -		\$ -												
114	Aldaco, Gilbert	\$ -	monthly reimb.	\$ -	reimts at .655 per mile	\$ -		\$ -		\$ -												
115	Sonnenberg, Ryan	\$ -	time	\$ -	N/A at this time	\$ -		\$ -		\$ -												
116	Parker, Katherine	\$ -	monthly reimb.	\$ -	reimts at .655 per mile	\$ -		\$ -		\$ -												
117	Layton, Theresa	\$ -	time	\$ -	N/A at this time	\$ -		\$ -		\$ -												
118	Coker, Amanda	\$ -	N/A at this time	\$ -	reimts at .655 per mile	\$ -		\$ -		\$ -												
240	Burgess, Brandon									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
249	Curiel, Monica									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
276	Fernandez, Alicia									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
270	Holguin, Luis									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
260	Jimenez, George									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
267	Jones, Jacob									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
266	Lamarque, Dena									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
275	Ledezma, Nykolus									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
256	Mercado, William									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
257	Moreno, Daniel									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
277	Quinones, Azucena									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
280	Salcido, James									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
214	Sotomayer, Roberto									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
220	Taylor, Judith									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
254	Bojalad-Dean, Mala									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
239	Kleinrock, Scott									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
202	Schroeder, David W									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
269	Rodriguez Pinto, Laura									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
253	Siratz, Elizabeth									\$ -	reimts at .655 per mile	\$ -				\$ -		\$ -		\$ -	\$ -	
Totals:		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24.43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160.00	\$ -

Payroll Date 08/26/23
Check Date 8/31/2023

NOTE: Health Reimbursement for part-timers ONCE a month

Emp #	Name	Board of Director Expenses				Staff Expenses				Membershi pt
		Medical Insurance \$1250	Mileage \$1260	Director Conference & Tours \$1210	Director Travel & Lodging \$1280	Life/Medical Insurance \$0310	Employee Mileage \$1940	EE Health Exp \$0312	explanation	
111	Gulmahamad, Hanif	\$ 164.90 monthly reimb.	\$ 45.72 per mile	\$ -	\$ -					
113	Ligenberg, Mark	\$ 164.90 monthly reimb.	\$ 7.34 per mile	\$ -	\$ -					
114	Aldaco, Gilbert	\$ 164.90 monthly reimb.	\$ 131.39 per mile	\$ -	\$ -					
115	Sonnenberg, Ryan	\$ - N/A at this time	\$ 4.72 per mile	\$ -	\$ -					
116	Parker, Katherine	\$ 277.52 monthly reimb.	\$ 107.16 per mile	\$ -	\$ -					
117	Layton, Theresa	\$ - N/A at this time	\$ 5.63 per mile	\$ -	\$ -					
118	Coker, Amanda	\$ - N/A at this time	\$ 7.08 per mile	\$ -	\$ -					
240	Burgess, Brandon									
249	Curel, Monica									
276	Fernandez, Alicia									
270	Holtzlin, Luis									
260	Jimenez, George									
267	Jones, Jacob									
266	Lamarque, Dena									
275	Ledezma, Nycolobus									
256	Mercado, William									
257	Moreno, Daniel									
277	Quiliones, Azucena									
230	Salcido, James									
214	Sotomayor, Roberto									
220	Taylor, Judith									
254	Bojlad-Dean, Mala									
239	Kleinrock, Scott									
202	Schneider, David W									
269	Rodriguez Pinto, Laura									
253	Skratz, Elizabeth									
Totals:		\$ 772.22	\$ 309.04	\$ -	\$ -	\$ -	\$ -	\$ 40.00		\$ -



**STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING**

DATE: October 9, 2023

FROM: Elizabeth Willis, General Manager

BY: Dena Lamarque, Board Clerk/Administrative Coordinator

SUBJECT: AB 1234 – DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT

RECOMMENDATION

It is recommended that the Board of Directors receive and file Director Travel, Training, and Meeting Report, reflecting business-related expenses incurred by the District.

BACKGROUND

In accordance with Assembly Bill 1234 (AB 1234), effective January 1, 2006, members of the Board of Directors are required to provide a brief report on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

DISCUSSION/ANALYSIS

In response to AB 1234, a Board of Director Travel, Training, and Meeting Report has been created and is placed on the Board Agenda Consent Calendar monthly. It provides the required brief report on meetings that Board members attended in September 2023.

DATE	EVENT	BOARD MEMBER
9/11/23	Regular Meeting of the Board of Directors	President Ligtenberg, Vice President Parker, Treasurer Aldaco, Directors Layton, Coker, and Sonnenberg

FISCAL IMPACT

None. Anticipated Director attendance and associated expenses are included in the Fiscal Year Budget.

ATTACHMENT(S):

None

STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: Month October 9, 2023

FROM: Elizabeth Skrzat, General Manager

BY: Dena Lamarque, Board Clerk/Administrative Coordinator

SUBJECT: AB 1234 – COMPENSATION AND REIMBURSEMENT REPORT

RECOMMENDATION

It is recommended that the Board of Directors approve the Compensation and Reimbursement Report.

BACKGROUND

Per Policy 47, dated November 9, 2020, "Board Member Compensation, Reimbursement, and Ethics Training", Exhibit A, Category C reflects the following:

CATEGORY C – Meetings at Partner Organizations

At the beginning of each Fiscal Year, Board Members will vote on assignments for attendance at meetings of each organization listed below to ensure broad, diverse, and consistent District representation at such events. A primary and alternate will be chosen. If the primary and alternate members designated are both unable to attend, another member may be later designated for this purpose. At events considered to be of particular importance, multiple directors may be authorized to attend. Compensation and reimbursement for attendance at Category C meetings may be approved post-attendance on the Board's consent calendar.

- a. Association of California Water Agencies (ACWA)
- b. Association of San Bernardino County Special Districts (ASBCSD)
- c. California Groundwater Coalition (CGD)
- d. California Special Districts Association (CDSA)
- e. Cal Trust
- f. Chino Basin Watermaster
- g. Cucamonga Valley Water District (CVWD)
- h. Groundwater Recharge Coordinating Committee (GRCC)
- i. Inland Empire Utilities Agency (IEUA)
- j. Joint Powers Authority (JPIA)
- k. LAIF

BOARD OF DIRECTORS REGULAR MEETING: OTOPER 9, 2023**Page 2 of 2**

- l. Local Agency Formation Commission (LAFCO)
- m. Metropolitan Water District (MWD)
- n. Monte Vista Water District
- o. Southern California Water Committee (SCWC)
- p. Southern California Storm Water Taskforce
- q. Southern California Recycled Water Taskforce
- r. Urban Water Institute (UWI)
- s. Water Education Foundation (WEF)

Please refer to Policy No. 47 for further information.

DISCUSSION/ANALYSIS

Below is a list of events attended by specified Board Members:

DATE	EVENT	BOARD MEMBER
9/18/23	ASBCSD Membership Meeting	Vice President Parker
9/27/23	State of San Bernardino County	Vice President Parker, Treasurer Aldaco, Directors Coker, and Gulmahamad

FISCAL IMPACT

None. Anticipated Director attendance and associated expenses are included in the Fiscal Year 2022-2023 budget.

ATTACHMENT(S):

1. Treasurer Aldaco's Virtual Meetings/Events August 2023

Director Aldaco Virtual Meetings/Events September 2023

1. CBWCD Board Meeting – September 14th (2:00 p.m.): Review, Discuss, Approve, or Continue Board Agenda Items.
2. Well Fargo Bank – September 21st (9:00 a.m.): Met with bank representative to add a staff-member to the authorization list.
3. CA-NV DEWS (Drought Early Warning System) – September 25th (11:00): “We’re in for an El Niño winter – and likely a strong one.” The webinar is part of a series of regular drought and climate outlook sessions designed to provide interested parties in the region with timely information on current drought status and impacts including a preview of current and developing climatic events (e.g., El Niño and La Niña).
 - Speaker Amanda Sheffield welcomed participants, introduced guest speakers, and provided drought information links.
 - Speaker David Dewitt spoke on present El Niño conditions, Sea-surface temperature (SST) anomalies stating there is 95% chance that El Niño conditions will persist through the end of winter, and a 71% probability of SST anomalies exceeding 1.5 °C. He also stated, this winter, the southwestern U.S. shows a modestly enhanced probability of above-normal precipitation in the southern part of the region.
 - Speaker Daniel McEvoy gave a drought and climate update stating less than 0.8% of California-Nevada is in drought. Soil moisture remains above normal for most of this region, and water supply in both states are in good shape
 - Speaker Andrew Hoell touched on precipitation and how it differs between El Niño events. He further stated there is a 50% chance California-Nevada will receive 125% of average precipitation during a strong El Niño concluding that above-average precipitation is forecasted in 2023-2024 based on model forecasts from September 2023.

The next Webinar will be held on Monday, November 27th.

4. State of the County [Opportunity Works Here] – September 27th (3:00 p.m.): A featured NAIOP (National Association for Industrial and Office Parks – A Commercial Real Estate Development Association) Panel discussion kicked off the meeting. The panel included Greg Devereaux (Worthington Partners); Lynn King-Tolliver (Archere Investment Management); Terry Thompson (Director of Real Estate Services SB County); Randall Lewis (Lewis Companies); and, Jill Wallace (Casala Group, Inc.). Terry Thompson moderated the panel discussion theme: “Community Revitalization Through Private Real Estate Investment.” The conference “Main Event” followed the panel discussion & Q&A. The main event entailed an introductory presentation of San Bernardino County District Supervisors (i.e., *Col. Paul Cook - Ret. 1st District; Jesse Armendarez - 2nd District; Dawn Rowe 3rd District; Curt Hagman 4th District; and, Joe Baca, Jr. – 5th District*) wherein the Supervisors were interviewed – each sharing highlights of achievements within their respective Districts.
5. SCWC Stormwater Taskforce Meeting – September 28th (1:00 p.m.):
*[*Charlie Wilson & Rich Nagel were not available to Chair the meeting; nevertheless, the meeting continued under the direction of Carolina Hernandez (County of Los Angeles DPW). Discussion items were revised accordingly.]*

Agenda topics: Introductions (12 participants); UWI (Urban Water Institute) Key Takeaways [All]; CASQA (California Stormwater Quality Association) Key Takeaways [Lee Alexander]; State Bonds [Charley Wilson]; Phase 3 Whitepaper Update [John Zhao]; and, Stormwater in the News [shared references].

- John Zhao spoke briefly on the UWI item.
- Lee Alexander touched on three key items that stood out for him i.e., PFAS & Rainfall; Water Quality impacts from unsheltered/unhoused persons; and Stormwater credit trading. Jim Rasmus with Stantec spoke of the positive comments shared about the conference.
- John Zhao touched on the two prior Whitepapers (Phase I & II) as background for the third referenced Whitepaper. Phase III Whitepaper will deal with development of technology to increase conversion capacity of dry and wet weather flow diversions to wastewater treatment plants. Phase III draft report anticipated by first half of 2024.
- Next Meeting: October 26th.

The September 25th Southern California Water Coalition Recycled Water Taskforce meeting was cancelled. The next stormwater taskforce meeting will be held on October 23rd.

STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: October 9, 2023

FROM: Elizabeth Willis, General Manager

BY: Elizabeth Willis, General Manager

SUBJECT: **APPROVE REQUEST FOR PROPOSAL (RFP) NO. 2023-02 FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING**

RECOMMENDATION

It is recommended that the Board of Directors review, discuss, and approve the release of RFP No. 2023-02 for Design and Engineering Services for an Amphitheater Roof, Enhancement, and Recladding.

BACKGROUND

On June 12, 2023, the Board adopted a budget that included \$262,000 for the design and construction of a new roof for the amphitheater in the Waterwise Demonstration Garden. Staff recommended the construction of a more substantial roof over the amphitheater to allow for a location for the “outdoor group” to meet and be given instructions during rainy day field trips. The Board Room has been reserved all day, Tuesday through Thursday, from the beginning of October through the end of May to serve this purpose. Having the Board Room reserved for such a large amount of time during the year has made it difficult to host water wise irrigation and horticultural classes for landscape professionals and any other daytime events for the community.

However, beginning in July 2023, staff noticed an uptick in vandalism and complaints about trespassers at the Brooks Basin. The staff notified the Recharge Committee on August 1, 2023 and the Board of August 14, 2023 about the issue. The Board voted unanimously in favor of moving forward with enhanced security fencing at Brooks Basin. This decision meant that actual construction of the amphitheater roof may need to start in 2025, as capital funds would be needed for the Brooks Basin fencing project. However, the Board expressed a desire to move forward with design. In the meantime, the Board voted on August 14, 2023 to approve a pilot program to update the lobby to better serve the facility’s current needs. The removal of the central wall in the lobby will allow for rain day field trip briefings to take place in that space rather than in the Board Room, immediately freeing the Board Room for workshops, classes, and events during the school year.

DISCUSSION/ANALYSIS

The lobby roof is the primary focus of this project, however, staff recommends taking the opportunity to re clad the aging surfaces of the amphitheater and to add a row of bench seating on the third and top row of seating in the amphitheater, which would increase audience capacity by at least thirty percent. A light system and sound system are also mentioned in RFP as an additional possibility.

Once the RFP is released, staff will await written statements of qualifications from design and engineering firms. Staff will then interview potential firms, make a selection based on the criteria, and make a recommendation to the Board. The design process will allow for final designs to be viewed and approved by the Board prior to the creation of final construction plans. Once the District is ready to begin construction, the Board will release a notice inviting bids for the construction of the project. Staff prefers not to have a major construction project going on in the garden during the 75th Anniversary year for the District, therefore, staff recommends that construction should start no earlier than January 2025.

FISCAL IMPACT

A total of \$262,000 was originally budgeted for this project. Staff believes that only a fraction of that amount will be needed to complete the design and engineering phases of the project.

ATTACHMENT(S)

1. Request for Proposals (RFP) No. 2023-02 for Design and Engineering Services for Amphitheater Roof, Enhancement, and Recladding

**REQUEST FOR PROPOSALS
FOR
DESIGN AND ENGINEERING SERVICES FOR
AN AMPHITHEATER ROOF, ENHANCEMENT,
AND RECLADDING**

RFP Number: 2023-02



Chino Basin Water Conservation District

Thursday, October 12, 2023

- Questions regarding RFP due **Thursday, November 2, 2023 at 2:00 p.m.**
- Response to Questions due **Thursday, November 9, 2023 by 5:00 p.m.**
- Proposals due by **Thursday, November 16, 2023 by 2:00 p.m.**
- Interviews will be tentatively scheduled the week of **November 20th**
- Selection by **December 2023**

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NOTICE REQUESTING PROPOSALS

REQUEST FOR PROPOSALS (RFP NO. 2023-02) FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING

The **CHINO BASIN WATER CONSERVATION DISTRICT**, hereinafter referred to as the **DISTRICT**, will receive responses for **Request for Proposals for DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING** until **Thursday, November 16, 2023 by 2:00 p.m.** at the Chino Basin Water Conservation District, located at 4594 San Bernardino Street, Montclair, California 91763.

All requests shall be addressed to **afernandez@cbwcd.org** stating the company name, address, contact name, title, and telephone numbers.

Proposals will be received from qualified respondents to provide **Design and Engineering Services** at the District's Brooks Basin. The successful proposal must be a California Licensed Engineer.

The envelope containing the Response to RFP must be sealed and contain the words "Response to Request for Proposals for **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING** for the Chino Basin Water Conservation District."

It is the responsibility of the respondents to make sure the Response to RFP is in the possession of the Board Clerk/Administrative Coordinator, Chino Basin Water Conservation District, prior to the date and time indicated. Otherwise, the RFP response will be rejected and not considered. **Proposals received after the deadline will be considered late. Late proposals will not be accepted and will be returned to the proposer unopened. Faxed or emailed proposals are not acceptable.**



NOTICE TO RESPONDENTS

In addition to invitations issued to prospective respondents the RFP will be posted on the District's website to solicit additional responses from any other interested consultants.

Proposals will be received from qualified respondents to provide **Design and Engineering Services** for the District's **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING**. Responses to the Request for Proposals (RFP) will be accepted until **Thursday, November 16, 2023 by 2:00 p.m.** The successful proposal must be a California Licensed Engineer.

There may be one or more amendments to this solicitation. In order to receive copies or notices of any such amendments, you must provide the information requested below to: **Alicia Fernandez, Administrative Services Manager**, at **afernandez@cbwcd.org**. The District will send amendments only to those firms that complete and return this form in a timely manner. The return of this requested information form may be made by e-mail only.

RFP Reference: 2023-02 – DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING

Company Name: _____

Mailing Address: _____

(City) (State) (Zip)

Telephone Number: _____

Fax Number: _____

Contact Person: _____

E-mail Address: _____

Amendments will be issued via email only. Any alteration to the documents by the respondent may be grounds for rejection of the RFP or cancellation of any subsequent award.

REQUEST FOR PROPOSALS ("RFP NO. 2023-02") FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING

The Chino Basin Water Conservation District (District) is inviting qualified firms to submit proposals to provide **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING** with the preliminary scope of work, as set forth in **APPENDIX A – PRELIMINARY SCOPE OF SERVICES**.

The qualified respondent shall be an independent contractor capable of providing experienced, knowledgeable and professional staff. The qualified respondent shall be responsive and maintain excellent working relationships with District residents, businesses, government officials, and staff. The qualified respondent shall provide adequate staffing levels at all times and adhere to established schedules.

The qualified respondent shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

The District will conduct a Non-Mandatory job walk at 4594 San Bernardino Street, Montclair, California 91763 on Thursday, October 26, 2023 at 10:00 a.m.

1. INTRODUCTION

This RFP is intended to procure professional services for **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING** for the District which is a public agency whose goal is the protection of the Chino Groundwater Basin (Basin) in order to guarantee that current and future water needs will be met. The Basin is protected by the capture and percolation of waters through the District's network of channels, basins and spreading grounds. Water Conservation education is provided to individuals and organizations within the service area which, encompasses all or portions of the following cities: Montclair, Chino, Ontario, Upland, Rancho Cucamonga and Chino Hills to further promote the efficient use of our water resources.

2. REQUIREMENTS

The District will seek to award the contract to the lowest responsible and responsive bidder that demonstrates the ability to meet the needs of the District for the project outlined in this RFP. Past experience in performing similar services will be a heavily weighted factor in the selection process.

Quality of performance on previous contracts; ability to meet schedules and budgets; ability to communicate well with District staff, other agencies, and other consultants, will be some of the attributes and factors considered.

The consultant and sub-consultants working for the consultant shall have full understanding of a wide variety of project types and requirements, in order to complete various types and sizes of projects issued by the District.

All firms participating in this RFP process will be required to submit the following information:

- The legal name of your company, address, and telephone number.

- The year your present company was established as currently being operated.
- The company's current number of personnel.
- Describe the structure of your organization (i.e. whether an individual, partnership, corporation, joint venture, etc.).
- The firm's current annual dollar volume of work.
- A list of contracts that the firm has had with public agencies during the past five years. Also separately list contracts with developers for the past three years.
- Identification of the principal contact with the District.
- The name, address, and telephone number of the person to whom correspondence should be directed.
- A representative listing of clients with up to date contact information that have received similar services for **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING** projects as described in this RFP. Email address of reference clients that the District can contact for reference checks.
- Resumes.

3. SCHEDULE OF RFP EVENTS

It is the goal of the District to select the consultant by end of **December 2023**. In preparation for that action, the following *tentative* schedule of events have been prepared.

<u>Schedule Item</u>	<u>Date**</u>
Release of RFP	Thursday, October 12, 2023
Non-Mandatory Job Walk	Thursday, October 26, 2023
Deadline for Written Questions	Thursday, November 2, 2023 at 2:00 p.m.
Responses to Questions	Thursday, November 9, 2023 by 5:00 p.m.
Proposals are Due	Thursday, November 16, 2023 by 2:00 p.m.
Interviews (week of)	November 20th
Approval of Contract	December 11, 2023

**All dates are subject to change at the discretion of the District.

All questions, requests for clarifications, changes, exceptions or deviations to the Scope of Work set forth in this RFP must be submitted **via email**:

Alicia Fernandez, Administrative Services Manager
Chino Basin Water Conservation District
Email: **afernandez@cbwcd.org**

The District will respond to all written questions, if applicable, by issuing a written addendum. Prospective firms are encouraged to submit the respondents contact form to receive any addenda.

4. PERIOD OF PERFORMANCE

Performance under a Professional Services Agreement entered into pursuant to this RFP is intended to commence after **December 2023** and extend for a period of one-year.

At the discretion of the District and Board, the term of the agreement may have provision for two, two-year renewal option, unless the District notifies Contractor in writing at least one hundred eighty (180) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. **No price increase will be considered during the contract term or renewal options, except as may be required by U.S. or State of California wage determinations.**

5. STATEMENT OF QUALIFICATIONS

Three (3) hard copies of the proposals, including one copy containing an original signature, must be provided no later than **Thursday, November 16, 2023 by 2:00 p.m.** Submittals received after this time will not be accepted and will be returned unopened.

All submittals should be clearly marked with the submittal address as follows:

Chino Basin Water Conservation District
Attention: **Alicia Fernandez, Administrative Services Manager**
4594 San Bernardino Street
Montclair, CA 91763
Email: **afernandez@cbwcd.org**

RFP Submittal for:

Request for Proposals for **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING** for the Chino Basin Water Conservation District

6. COST OF RFP PREPARATION

The District reserves the right to amend, withdraw and cancel this RFP. The District reserves the right to reject all responses to this RFP at any time prior to contract execution. The District reserves the right to request or obtain additional information about any and all responses.

The District shall not be liable for any pre-contractual expenses incurred by any consultant preparing a submittal or portions thereof or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the District from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre- contractual expenses are defined as expenses incurred by consultants, if any, in:

- Preparing the proposals and related information in response to this RFP
- Negotiations with the District or any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal

notice to proceed

7. WITHDRAW OF PROPOSAL

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

8. GENERAL TERMS AND CONDITIONS

Appendix B contains a copy of the District's Professional Services Agreement (PSA). Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in the proposal cover letter. The District reserves the right to further clarify the terms and conditions. **Consultants may suggest changes during the written questions period for the RFP process for review by legal counsel.**

9. KEY PERSONNEL

It is imperative that the key personnel providing the requested services have the background, experience, and qualifications to provide the services described in this RFP. The District reserves the right to approve all key personnel individually and all sub-consultants for work on this contract. The consultant must identify all proposed key personnel. The proposal shall include a table for key personnel showing their availability to provide various **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING**. Additional staff including but not limited to sub-consultants shall be part of team.

All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff without written agreement by the District. The District must approve the replacement of key staff members before a substitute person is assigned to this **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING** contract. The District reserves the right to request that the consultant replace a staff person assigned to the contract should the District consider such a replacement to be for the good of the project. Replacement staff would be subject to District approval prior to assignment to the team.

10. CONTRACT TYPE (TIME AND MATERIALS)

The Compensation/Fee for this contract will be based on firm fixed hourly rates subject to an overall contract cap including the reimbursement of other direct charges. The rates will be fixed for the duration of the PROFESSIONAL SERVICES AGREEMENT (PSA). Any changes in the hourly rate charges will require the District's advance written approval.

11. SCOPE OF WORK

A scope of work may include any and all work efforts as set forth in Appendix A of this RFP.

12. NEGOTIATIONS AND AWARD

All RFP submittals will be reviewed, evaluated and scored by a panel in accordance with

Section 15. The District reserves the right to terminate this solicitation at any time and for any reason.

13. PREPARATION OF PROPOSAL

The proposals shall be signed and sealed by a duly authorized official of the prime consulting firm. The proposals shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

14. REQUIRED CONTENT AND FORMAT OF STATEMENT OF QUALIFICATIONS

The District requires a specific format for the proposals. The proposals, not including the Appendices, **shall not exceed 25 pages in length**. Submission of a folded 11x17 sheet will be allowable and be counted as one (1) page towards the 25-page limitation requirement.

14.1 Cover Letter

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total pages count for the submittal. The cover letter shall include a summary of the proposal, including a brief description of the consultant(s), and other key staff. It shall include a commitment to accept the terms and conditions in the RFP and the Professional Services Agreement (PSA). The letter shall also identify a single person for possible contact during the RFP review process.

14.2 Project Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing required for the services requested. All sub-consultants and their roles should be identified. The consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all aspects of the work.

14.3 Qualifications of Consultant Staff and Sub-consultant Staff

This section shall identify the qualifications and related experience of key and significant staff (i.e. direct reports and any others performing important tasks) assigned to the contract.

This section shall also include cameo resumes of all staff identified above. The cameos shall include a summary of relevant management and work experience, years of relevant experience, the current and proposed office location of the person, and a statement of availability. Two references shall be provided for each key staff member.

14.4 Experience of Firm

Relevant experience of the firm shall be identified. Include project descriptions, status of the project, construction cost, and dollar value of services provided. Clearly identify the role of key staff identified herein and identify current client references. The focus shall be on experience, analysis and documentation for

similar **Design and Engineering Services** projects and/or services. Only recent similar projects completed in the past five years, should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project.

14.5 Appendices

Full resumes of proposed staff shall be included in this section. Relevant firm project information may also be included in this section. However, other than staff resumes, firm information and general marketing materials will not be considered in the ranking of the firms submitting proposals. There is no page limit in this section.

14.6 Fee Schedule

Fee schedule will be reviewed during the proposal review process.

15. EVALUATION PROCESS AND CRITERIA

The District will seek to award the contract to the lowest responsible and responsive bidder that demonstrates the ability to meet the needs of the District for the project outlined in this RFP.

The District will appoint a selection panel to evaluate the proposals. Each member of the selection panel will evaluate each RFP using a 100-point scale and the evaluation criteria listed below to calculate a "proposal score" for each consultant. Each member will then rank the consultants by their respective "proposal score".

WRITTEN RFP EVALUATION CRITERIA:

CRITERIA CATEGORIES	POINTS
<ul style="list-style-type: none"> Understanding of the project implementation, needs, and issues; and approach to managing projects. 	15 Points
<ul style="list-style-type: none"> Proven experience, including experience with management of Design and Engineering Services services. 	20 Points
<ul style="list-style-type: none"> Qualifications/experience of key personnel, and availability. 	15 Points
<ul style="list-style-type: none"> Fee schedule and overall monetary cost of services, including references & record of previous budget/schedule project performance. 	40 Points
<ul style="list-style-type: none"> Project management experience in Quality Assurance and Quality Control measures and schedule controls. 	10 Points
TOTAL POSSIBLE SCORE:	100 Points

Each panel member will rank the consultants by their respective "proposal score." The selection panel will convene to discuss and evaluate scoring, and to select a short list of the top-ranked consultants based upon the rankings (not scores) of the responding consultants.

The top ranked firms may be invited to respond to questions about their submittals at an oral interview. Presenters will be expected to participate in the interview to a degree

commensurate with their role in the consultant's RFP. Notification to the short-listed firms will include a time limit for their presentation after which the selection panel will evaluate each presentation using a 100-point scale and the following evaluation criteria to calculate an "oral-interview score" for each short-listed firm.

ORAL PRESENTATIONS OF TOP RANKED CONSULTANTS:

- | | |
|---|-----------|
| • Clear understanding of the project, needs, and potential issues; and approach to Design and Engineering Services . | 20 Points |
| • Innovative approaches and solutions to potential project issues. | 15 Points |
| • Project cost and schedule control. | 35 Points |
| • Project Manager's prior experience with similar projects; depth and availability of required resources performance. | 20 Points |
| • Oral communication/interpersonal skills including responses to questions. | 10 Points |

TOTAL POSSIBLE SCORE: 100 Points

After the oral interviews are complete, each selection panel member will rank the consultants by their respective "oral-interview score" (scores and rankings from the written evaluations are not considered). The selection panel will determine the highest qualified firm based on the rankings (not scores) of the oral interviews. The Executive Director will submit the recommendation of the selection panel to the Board of Directors for approval.

If a proposal is accepted, the respondent is required to enter into a Professional Services Agreement with the District. A sample of the standard District agreement to be used for this project is attached as Appendix B. The District reserves the right to amend this agreement based on the information provided by the respondent in its response to the RFP. Please be advised the following provisions of the District's agreement are non-negotiable:

- Indemnification
- All insurance Terms
- Suspension or Termination of Agreement
- Ownership
- Governing Laws

Upon selection of the successful firm and prior to the execution of the Agreement, the Consultant is required to submit to the District the required insurance certificates for the Consultant, and if appropriate its sub-consultants.

16. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERERS

The Deputy Executive Director shall notify all of the consultant teams of the selection panel's recommendation once the recommendation is transmitted to the Board of Directors. Consultants desiring a debriefing will be allowed to make an appointment with the Executive Director. Debriefings will not be scheduled until the District has acted on the recommendation of the selection panel.

17. ADDITIONAL INFORMATION

17.1 EQUAL EMPLOYMENT OPPORTUNITY

The District is an equal opportunity employer and requires all consultants to comply with policies and regulations concerning equal employment opportunity.

17.2 PUBLIC INFORMATION ACT REQUESTS

All information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and the use and disclosure of all information submitted to the District will be governed by this Act.

APPENDIX A

PRELIMINARY SCOPE OF WORK

APPENDIX A

PRELIMINARY SCOPE OF WORK

The District is inviting qualified firms to submit proposals to provide **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING**, which includes, but is not limited to the following tasks:

Design and engineering services for the construction of a new roof over the Waterwise Community Center Amphitheater, along with the construction of a bench along the top row of seating to allow for an additional row of seating and recladding the surface of the amphitheater. The new roof over the amphitheater should cover the stage area and the entire audience area and protect occupants from rain, as well as provide shade on sunny days. The overall design aesthetic of the roof, top row of seating, and surface recladding should harmonize with the design aesthetic of the existing buildings on campus, including the main building, the education building, and the multi-use building.

The amphitheater currently has three rows of seating built into an artificial hillside and is clad in pavers, stone, and stucco. Two stairways allow for audience members to climb up to a second and third row of seating. The first row of seating, along with a designated handicap seating area, is accessible from the stage. The amphitheater is approximately fifty-six (56) feet wide at its widest point, which is measured from either end of the top row (or third row) of seating. The depth of the amphitheater measures approximately thirty-three (33) feet from the back of center stage to the back of the third row of seating. The stage measures approximately 24'3" in depth and 22' wide. The first and second row of seating are approximately 3 feet deep and the third and top row of seating is 5 feet deep. The existing shade structure is approximately 22 feet wide and 25 feet long. It is a steel structure that holds movable cloth shades and is not weather proof.

The addition of lighting and/or sound equipment will be considered as part of the final project.

The District is open to suggestions for the materials and overall structure of the roof, however, steel or light gauge steel have been suggested as suitable possibilities. The roof should meet or exceed all safety standards for a structure of its nature.

➤ **Tasks**

- Prepare three (3) conceptual level color renderings that illustrate the amphitheater enhancements as described above. Must be prepared in close community with the Chino Basin Water Conservation District
- Prepare Cost Estimates based on concepts developed.
- Based on approved design, prepare final construction drawings, specifications, and assist District Staff in moving to the bid phase of the project. Include cost estimate for the entire project.
- Provide construction administration services including, but not limited to permitting process, Request for Information (RFI's), change orders, project meetings, final sign-off on the project, etc.

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT ("PSA")

**CHINO BASIN WATER CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED]
WITH [REDACTED]**

1. PARTIES AND DATE.

This Professional Services Agreement (“Agreement”) is made and entered into this [date] day of [month], [year] (“Effective Date”) by and between the **CHINO BASIN WATER CONSERVATION DISTRICT**, a special district organized under the laws of the State of California with its principal place of business at 4594 San Bernardino Street, Montclair, CA 91763 (“District”) and [CONSULTANT NAME] a [INSERT TYPE OF LEGAL ENTITY, I.E. CORPORATION, PARTNERSHIP, ETC....verify business account [Online Business Services | California Secretary of State](#)] with its principal place of business at [MUST use address verified on CA Business website] (“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 [list services consultant will provide such as engineering, marketing, advertising, etc.] 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 to support the District’s [identify what the “project” is that consultant is providing to the district] as they may arise and are procured (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services, Term, and Compensation.

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 [type of service] 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 **three (3) years** **[this will vary depending on the nature of the consultant agreement involved]** from the Effective Date (**from [DATE] to [DATE]**), **WITH THE OPTION OF TWO ONE (1) YEAR EXTENSIONS**, 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 Compensation. Consultant shall be paid an amount not to exceed **[TYPE OUT DOLLAR AMOUNT DOLLARS AND NO CENT] (\$XX,XXX.XX)**. The authorized Tasks, payment terms, and schedule of payments are set forth in **EXHIBIT "B"**.

3.2 Responsibilities of Consultant.

3.2.1 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.

3.2.2 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.

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

3.2.4 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: [name of consultant project contact person].

3.2.5 District's Representative. The District hereby designates the General Manager or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [name of consultant project contact person], 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/her 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.

3.2.7 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.

3.2.8 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.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in future submitted proposals and **EXHIBIT "A"** attached hereto, or which may be separately agreed upon in writing by the District and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Consultant acknowledges that the actual damages likely to result from breach of the Performance Time and Performance Milestone provisions are difficult to ascertain on the date this Agreement is entered into and may be difficult for the District to prove in the event of a breach. Therefore, the parties intend that the payment of Liquidated Damages in the amount of Five Hundred Dollars (\$500) for each day of delay would serve to reasonably compensate the District for the District's actual damages sustained, and not as a penalty, due to any breach by Consultant of its Performance Time and Performance Milestone obligations under this agreement, and Consultant agrees to pay this amount to the District for each breach of the Performance Time and Performance Milestone provisions

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 and without giving written notice to the District, 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.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration

status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 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 Workers' 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.

3.2.10.5 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.

3.2.10.6 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.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services 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.

3.2.11.2 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. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1)

contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the District will be promptly reimbursed by Consultant or the District may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the District may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants 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. Such insurance shall be in an amount not less than \$1,000,000 MINIMUM; per claim and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the District, its directors, officials,

officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects 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 excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by 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. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. 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. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. 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. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the District; and (B) 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. 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 officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. 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. All policies shall waive any right of subrogation of the insurer against the District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Consultant, the District may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the District shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.2.11.9 Verification of Coverage. Consultant shall furnish 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.

3.2.11.10 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.

3.2.12 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 lifesaving 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.

3.2.13 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 three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the Tasks set forth in **EXHIBIT "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. For tasks assigned and for which compensation is on an hourly basis, 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 amount of 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.

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

3.3.4 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 a written change order authorized by the Board of Directors.

3.3.5 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. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. 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.

3.4 Termination of Agreement.

3.4.1 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** [this will change based on the type of contact...could be anywhere from 7 to 30 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.

3.4.2 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.

3.4.3 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.

3.5 Ownership of Materials and Confidentiality.

3.5.1 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 five (5) 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.

3.5.2 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.

3.5.3 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.

3.5.4 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 the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 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.

3.6 General Provisions.

3.6.1 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: Chino Basin Water Conservation District
4594 San Bernardino Street
Montclair, CA 91763
Attn: Elizabeth Skrzat, General Manager
Email: eskrzat@cbwcd.org

Copy to: Administration*
Attn: Alicia Fernandez, Administrative Services Manager
Email: afernandez@cbwcd.org

[Department Name]
Attn: Name, Department Manager
Email: _____@cbwcd.org

****Certificate of Liability Insurance to be emailed to Administrative Department***

Consultant [Insert Consultant Information]
[Insert Address]
[Insert City, State, Zip]
Attn: [Insert Contact]
Email: [insert email]

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.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its directors, 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 alleged acts, errors or omissions 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 consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any

and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. 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.

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

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

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

3.6.7 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.

3.6.8 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 workdays. 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.

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

3.6.10 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.

3.6.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 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.

3.6.13 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.

3.6.14 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.

3.6.15 Attorney's 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 attorney's fees and all other costs of such action.

3.6.16 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.

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

3.6.18 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.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE DISTRICT
AND [CONSULTANT NAME]**

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have entered into this Agreement as of the of the Effective Date written above.

“DISTRICT”

CHINO BASIN WATER CONSERVATION DISTRICT

By:

Mark Ligtenberg

President, Board of Directors

Attest:

Elizabeth Skrzat

Board Secretary

“CONSULTANT”

[INSERT CONSULTANT COMPANY NAME]

By:

(Signature)

Name *(Print)*

Title *(Print)*

By:

(Signature)

Name *(Print)*

Title *(Print)*

EXHIBITS:

- Exhibit A – SCOPE OF SERVICES
- Exhibit B – COMPENSATION

EXHIBIT "A"
SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

**EXHIBIT “B”
COMPENSATION**

[INSERT COMPENSATION RATES FOR CONSULTANTS]

APPENDIX C

COST PROPOSAL

APPENDIX C
COST PROPOSAL FOR DESIGN AND ENGINEERING SERVICES FOR AN
AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING

Compensation rates shall remain firm for a minimum of two (2) years. Any and all requests for adjustments for follow-on contract renewal period shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for San Bernardino County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov).

APPENDIX D

DISQUALIFICATION QUESTIONNAIRE

**APPENDIX D
DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ **No** _____

If the answer is yes, explain the circumstances in the space below:

APPENDIX E

DISCLOSURE OF GOVERNMENT POSITIONS

APPENDIX E

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX F

EX PARTE COMMUNICATIONS CERTIFICATION

**APPENDIX F
EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a District Board of Director concerning **RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.**

Signature

Date

Print

OR

I certify that Proposer and Proposer's representatives have communicated after **Thursday, October 12, 2023** with a District Board of Director concerning **RFP FOR RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.** A copy of all such communications is attached to this form for public distribution.

Signature

Date

Print

APPENDIX G

REFERENCES

APPENDIX G REFERENCES

Vendor: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Vendor must provide requested number of references, or the bid may be considered "non-responsive." References should be current or former customers. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Reference #1:

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____

Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:

Reference #2:

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____

Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:

Reference #3:

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____

Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided:

STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: October 9, 2023

FROM: Elizabeth Willis, General Manager

BY: Elizabeth Willis, General Manager

**SUBJECT: REPORT ON MONTCLAIR CHAMBER OF COMMERCE PILOT EVENING EVENT:
“NIGHT UNDER THE STARS”**

RECOMMENDATION

It is recommended that the Board of Directors receive and file staff’s report on the District’s pilot evening event and provide feedback and direction on their own perspectives on the event which can be incorporated into a future Facility Use Policy.

BACKGROUND

On April 10, 2023, the Board approved a Facilities Use Agreement with the Montclair Chamber of Commerce for the “Night Under the Stars” fundraiser, the first ticketed evening event allowed at the District headquarters as a pilot for future events hosted by outside entities. District staff had investigated facilities use plans and policies at municipalities and recommended allowing one event to move forward prior to drafting a policy so that District staff could better understand what issues might arise and require correction.

The Montclair Chamber’s “Night Under the Stars” event was held on August 17, 2023, from 6:00 p.m. – 8:30 p.m. It attracted approximately 60 attendees, who enjoyed six food vendors and one alcohol vendor, which served beer and wine. The Chamber was responsible for ensuring that the alcohol requirements were met, as outlined in the Facility Use Agreement, and complied. The requirements that were recommended by ACWA JPIA’s included purchasing liquor liability insurance while naming the District as an additional insured, providing a liquor license and licensed bartender, hiring an outside security company to provide security services during the event, choosing a method to monitor the consumption of alcohol and designating a consumption area, and age verification.

DISCUSSION/ANALYSIS

District staff met after the event and discussed lessons learned. One major theme that arose was a desire to ensure that the District allow a limited number of events without becoming known as a venue or event facility, as that identity is not in keeping with the District’s mission and would

undoubtedly require a great deal of time from one or more members of staff. Furthermore, District programming, educational offerings, and outreach events should be prioritized above third-party events. Staff recommends that day events be limited to one (1) booking per month, except for the field trip season, and two (2) or three (3) evening events per year for non-water industry organizations. In addition, staff also recommends not including public areas, such as the garden and amphitheater, as available for use so that the public doesn't have restricted access to the district facilities.

ACWA JPIA staff were satisfied with the precautions taken for the consumption of alcohol on District property. The Chamber chose a ticket system as their method of monitoring alcohol consumption and it seemed to prevent overindulgence; therefore, security staff may not have been necessary. Staff recommends assessing a staffing fee that would allow a District staff member to monitor the event, in lieu of requiring security services. The District will recover overtime pay by establishing a staffing fee and would possibly be less expensive for the event holder. Staffing fees may also be assessed when District staff is needed to clear the Board Room tables and chairs as this task takes approximately three hours.

Staff noted that some updates to the property may reduce the need for staff time to prepare for each individual event, particularly in the realm of outdoor lighting. Not all the lighting bollards in the garden are functional. Not all pendant lighting on the exterior of the Board Room is functional. The District has the option of enhancing permanent outdoor lighting for either decoration or illumination. Additionally, staff noted an area of improvement with rental equipment delivery and setup. Staff recommends that the event holder and/or representative be present and available to direct their third-party vendor(s) and designate a loading and unloading area for rental equipment/supplies.

Staff recommends that a Facilities Use Policy with a formal application process be written and brought to the Board for consideration. The Facilities Use Policy should include a description of the different types of events allowed on campus and the number of each type that is allowed each year, particularly for organizations that are not in the water industry. The policy and/or application should also include the facilities and equipment available for use, usage fees, insurance requirements, conditions of use, and general policies and procedures. Small daytime events held by water industry professionals have very little impact on staff and fit easily within the District's larger mission. Staff recommends differentiating between evening events, large daytime events, and small daytime events. Each type of event would have different requirements as far as fees, insurance, and staff involvement.

Evening Events would be defined as events that occur after the 8:00 a.m. to 5:00 p.m., Monday-Friday workday. Outside food, alcohol, vendors, and entertainment would be permitted during these events. Large daytime events would be defined as events that occur within the Monday-Friday, 8:00 a.m. to 5:00 p.m. timeframe and require the Facilities Team to clear the Board Room for table rentals and/or that involve multiple third-party exhibitors. Small daytime events would be defined as events held during the Monday-Saturday, 8:00 a.m. to 5:00 p.m. timeframe in which the Board Room furniture stays in place.

The Facilities Use Application would be filled out by each event holder and turned in to the Administrative Services Manager. In addition to the recommendations suggested above, Staff recommends including the following items as part of the application:

- *Assignment of a point person from the event holder who would talk to an assigned representative from District staff. Each event, regardless of type, would be assigned one District representative to which all inquiries can be made. This process will allow for clear communication among District staff and between District staff and the event holder.*
- *At least two weeks prior to the event, a walk through with the appointed representative from the event holder and the appointed representative from the District should be required. Event holder needs and District rules should be communicated during that time and a final document should be signed by both parties.*
- *No events requiring the moving of furniture shall be scheduled the day before a District workshop or seminar or after a Board meeting in order to ensure that the Facilities Department has adequate time to move furniture.*
- *The District should require a refundable deposit for damages to the property; deposit is fully refundable if all conditions for use are met*

Staff will return to the Board with drafts of these documents for review and approval. If the Board chooses, it could direct staff to bring the policy to a committee for an in-depth examination prior to bringing it to the full Board.

FISCAL IMPACT

At this time, any fiscal impact is highly uncertain.

ATTACHMENT(S)

None.

STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: October 9, 2023

FROM: Elizabeth Willis, General Manager

FROM: Elizabeth Willis, General Manager

SUBJECT: NOTICE INVITING BIDS FOR BROOKS BASIN FENCING PROJECT

RECOMMENDATION

It is recommended that the Board of Directors review, discuss and approve the release of the Notice Inviting Bids for Brooks Basin Fencing Project.

BACKGROUND

In July 2023, staff noted an uptick in incidents of and complaints about vandalism at Brooks Basin. Staff alerted the Recharge Committee on August 1, 2023 and the Board on August 14, 2023 about the increasing problems with trespassing and vandalism and about options for enhanced security fencing. The Board unanimously voted in favor of moving forward with enhanced security fencing.

District staff met with staff from the City of Montclair Planning Department to walk the property and discuss which options would be most amenable to the City. City staff communicated a strong preference for ornamental iron fencing with welded mesh backing and indicated that such a fence would be allowed to be built along the current fence line. Building along the existing fence line is preferable to District staff, as any type of setback would require soil work and potentially tree removal. Additionally, it was judged that a block wall would create issues with security site lines and attract graffiti. With that direction in mind, District staff worked with Wagner & Bonsignore to develop engineering specifications for the enclosed Notice Inviting Bids (Attachment 1).

DISCUSSION/ANALYSIS

The ornamental iron fence with welded mesh backing is proposed to be built on the west side of the property along Silicon Avenue and on the north side of the property along Brooks Street, as well as for 170 feet along the southern edge of the property, bordering the railroad tracks in an area where the ground is flat. The ornamental iron fence is proposed to stop about 170 from the southwestern corner of the property, where a steep slope into the basin begins, making crossing the existing chain link more difficult.

The District would like to explore the option of building a block wall to the south of the property in FY 24-25 and would like to seek funding assistance on the project. The District is requesting a 30-foot easement from the railroad, which would allow for the construction of an access road along the south side of the basin, making maintenance of the basin much easier.

FISCAL IMPACT

Two years ago, the cost of an ornamental iron fence along Brooks Street and Silicon Avenue was estimated at \$300,000. Funds would come from Account No. 58000: Capital Projects. However, this project was budgeted for FY 24-25 in the District's Five-Year Capital Plan. The budget was created and approved prior to the escalation in incidents of trespassing and vandalism. When the District receives formal bids for the project, staff will propose a budget modification to reflect the addition of this project in FY 23-24.

ATTACHMENT(S)

1. Notice Inviting Bids for Brooks Basin Fencing

CHINO BASIN WATER CONSERVATION DISTRICT

**BIDDING REQUIREMENTS, CONTRACT
DOCUMENTS AND TECHNICAL SPECIFICATIONS**

for Construction of the

**BROOKS BASIN
FENCING PROJECT, PHASE 1**

CONTRACT NO. 2109-2023-1

OCTOBER 2023

Wagner & Bonsignore
Consulting Civil Engineers
A Corporation
2151 River Plaza Drive, Suite 100
Sacramento, California 95833
(916) 441-6850

**BROOKS BASIN
FENCING PROJECT, PHASE 1**

CONTRACT NO. 2109-2023-1

OWNER:

Chino Basin Water Conservation District
4594 San Bernardino Street
Montclair, CA 91763

ENGINEER:

Wagner & Bonsignore, Consulting Civil Engineers, A Corporation
2151 River Plaza Drive, Suite 100
Sacramento, California 95833
(916) 441-6850

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INVITATION TO BID

Sealed proposals for the construction of the Chino Basin Water Conservation District, Brooks Basin, Fencing Project, Phase 1, addressed to Chino Basin Water Conservation District, will be received at the office of Chino Basin Water Conservation District, 4594 San Bernardino Street, Montclair, CA 91763, **until 9:00 a.m., local time, on Tuesday, November 28, 2023** and then will be publicly opened and read.

The Work Site is primarily located within the Brooks Basin flood control and groundwater infiltration basin located at 4300-4400 Block of Brooks Street and 10695 Silicon Avenue, City of Montclair, CA 91763. The work generally consists of the removal of the existing chain link fencing bordering the Brooks Basin; construction of new iron and steel fencing along the same alignment. The Contract for the work will be awarded upon the basis of the total base bid price of the Bid Schedule. The Engineer's estimate is approximately \$400,000.

Drawings, Specifications, and Contract Documents may be viewed at the Chino Basin Water Conservation District office or viewed online and obtained from IB Reprographics at <https://www.ibrepro.com/jobs/public> located at 3363 Durahart St., Riverside CA 92507, (951) 682-1850 at the cost of production or download. No Bid proposal will be considered unless it is made on the Bid Forms furnished by the District's Engineer. Telefax Bids will not be considered or accepted.

A **mandatory** pre-bid site review will be held on **Thursday, November 9, at 10:00 a.m.** Interested contractors shall meet at the Chino Basin Water Conservation District office, 4594 San Bernardino Street, Montclair, CA 91763. Proposals will only be accepted from contractors represented at the pre-bid site review.

This is a public works project and the contractor's and all subcontractor's employees must be provided certain benefits pursuant to Section 1720 et. seq. of the Labor Code, including the payment of prevailing wage rates if DIR has established prevailing wage rates for the work. The Owner has obtained, from the Director of the Department of Industrial Relations, the prevailing wage rates applicable to the work. Copies are on file at the office of Wagner & Bonsignore, Consulting Civil Engineers, A Corporation, located at 2151 River Plaza Drive, Suite 100, Sacramento, California, and are available to interested persons upon request. Prospective bidders are responsible for determining the applicable wage classifications for this project. (Labor Code § 1773.2.) Contractor may also obtain them at the DIR website: <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>

For information concerning the proposed work contact Alicia Fernandez at (909) 626-2711 or AFernandez@cbwcd.org. The deadline for submitting questions is **Thursday, November 16, 2023, at 12:00 p.m.** All questions shall be submitted in writing and a compilation of Bidder questions and District answers will be distributed to all contractors who attended the job walk.

Payment for the work accomplished will be made monthly, but part of the amount earned will be withheld to ensure performance under the Contract. Substitution of securities for the monies

withheld is permitted by the Contract Documents as an option open to the Contractor, pursuant to the provisions of Section 22300 of the Public Contracts Code.

Proposals shall be prepared in accordance with the requirements set forth in the Contract Documents, on the forms therein or copies thereof, and shall be accompanied by bid security in an amount not less than 10% of the amount of the bid. Upon being awarded the contract, Contractor shall provide a 100% Public Works Payment Bond and a 100% Performance Bond.

Except for contractors who work exclusively on small public works projects (defined below), all contractors and subcontractors who bid or work on a public works project must be registered with the Department of Industrial Relations (DIR) and pay an annual fee. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR. No contractor or subcontractor may be awarded a public works contract unless registered with DIR. (Labor Code § 1771.1.)

Small Project Exemption - Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. These contractors are still required to pay prevailing wages, maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. The small project exemption applies for all public works projects that do not exceed:

- a. \$25,000 for new construction, alteration, installation, demolition or repair
- b. \$15,000 for maintenance

The Contractor must post all job site notices required by regulation. This project is subject to compliance monitoring and enforcement by DIR. (Labor Code § 1771.4.)

No Proposal will be accepted from a contractor who has not been licensed in accordance with the laws of this State to perform the work herein described and who does not possess a Class C-13 license or its equivalent for the type of work called for under this project.

The Owner reserves the right to reject any or all Proposals, or any Proposal not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond 90 days from the bid opening date.

The Contract time for performance shall begin on the date specified in the written Notice to Proceed and shall not commence prior to **January 8, 2024** and shall extend through **March 31, 2024**.

As used in the Contract Documents, "District", "CBWCD", and "Owner" all refer to Chino Basin Water Conservation District.

Date: _____

By: _____
Elizabeth Willis, General Manager
Chino Basin Water Conservation District

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

a. Format

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

b. Document Interpretation

The Contract Documents governing the work proposed herein consist of the Bid Documents, Contract, Drawings, Specifications, all material bound herewith, addenda to the foregoing, and material incorporated by specific reference. The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of the Contract Documents, the Bidder should request, in writing, at least 6 working days prior to bid opening, an interpretation from the Engineer. Any interpretation or change in the Contract Documents will be furnished to all Bidders receiving a set of the documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT AND PROJECT FUNDING

A general description of the work to be done is contained in the Invitation to Bid. The scope is indicated on the accompanying Drawings and specified in other parts of these Contract Documents.

3. LICENSING REQUIREMENTS FOR CONTRACTORS

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State for the performance of the work specified in the Contract Documents, including a Class C-13 license or its equivalent for the type of work called for under this Contract. Any Bid submitted to the Owner by a Contractor who is not licensed in accordance with the California Contractors State License Law, Business and Professions Code Section 7000 et seq., or in violation of Business and Professions Code Section 7028.15, shall be considered non-responsive and will be rejected by the Owner.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with the site and of all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder's attention is called to the General Conditions and the Surface and

Subsurface Conditions Section of the General Specifications regarding Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions. Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, Federal, State and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

Lump Sum

When the Proposal for the work is submitted on a lump sum basis, a total lump sum price shall be submitted in the appropriate place along with amounts for the individual portions of the work. The total amount to be paid to the Contractor shall be the amount of the lump sum proposal as adjusted for additions or deletions resulting from changes in construction; however, no changes in contract price will be made for any variance between installed quantity and quantity shown on the Drawings if such variance is less than 2 percent for quantities in any separate bid item. The Bidder shall furnish a breakdown on his lump sum bid if required in the Proposal.

Unit Price

When the Proposal for the work is submitted on a unit price basis, a total price for each unit shall be submitted for each item of Work listed in the Bid schedule. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Section 26 of the Supplementary Conditions.

6. PREPARATION OF PROPOSALS

All blank spaces in the Proposal form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Any Proposal shall be deemed non-responsive and not in compliance which contains omissions, erasures, alterations, or additions of any kind, lack of signatures on the appropriate documents, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

The Bidder shall sign his Proposal in the blank spaces provided. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must

be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

7. STATE AND LOCAL SALES AND USE TAXES

State and local sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Proposal shall include all sales and use taxes.

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted at the time and place and in the manner prescribed in the Invitation to Bid. Proposals must be made on the Proposal forms provided herein or photocopies of same. Each Proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened and addressed in conformance with the instructions in the Invitation to Bid. The envelope shall also be marked to indicate the Bidder's name and mailing address and the project title.

9. FACSIMILE OR WRITTEN MODIFICATION OF PROPOSAL

Any Bidder may modify his bid by facsimile or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The facsimile or written communication should state the addition or subtraction or other modification so that the final prices or terms will be clear to the Owner when the sealed bid is opened.

10. NAMING OF SUBCONTRACTORS

Bidder shall submit with his Proposal the names and business addresses of each subcontractor who will perform work under this Contract in excess of one-half of 1 percent of the amount of the total bid and shall list the portion of the work which will be done by such subcontractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work himself.

11. WITHDRAWAL OF PROPOSAL

Any Proposal may be withdrawn prior to the scheduled time for the opening of Proposals either by facsimile or written request. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in Article, AWARD OF CONTRACT, of these Instructions to Bidders shall have elapsed.

12. BID SECURITY

Proposals must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in an amount not less than 10 percent of the total amount of the Proposal. This bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of 90 days after bid opening, and that if awarded the Contract, the successful Bidder will execute

the attached Contract and furnish the required Performance Bond, Payment Bond, and Insurance Certificates.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially in form and content.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the Bond.

13. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return checks given as bid securities to Bidders whose Proposals are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned.

14. AWARD OF CONTRACT

Within 90 calendar days after the opening of Proposals, the Owner expects to award the contract to the lowest responsive responsible bidder, unless all or some of the bids are rejected. If the lowest responsive responsible Bidder refuses or fails to fulfill the terms outlined in the Notice of Award within ten (10) days after delivery of the Notice of Award, the District may award the Contract to the second lowest responsive responsible Bidder. If the second lowest responsive responsible Bidder refuses or fails to execute the Contract within ten (10) days after delivery of the Notice of Award, the District may award the Contract to the third lowest responsive responsible Bidder. Such times shall be subject to extension by written agreement between the District, the Bidder and the Bidder's surety.

15. BASIS OF AWARD

The award will be made on the basis of the lowest bid received from a responsive and responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. When projects are paid for in part with state or federal funds, the award will be made on the basis of that Proposal submitted by the responsible Bidder submitting the lowest bid acceptable to the financing agency.

The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

The low Bidder on estimated Not-to-Exceed amount Proposals will be the lowest written estimated Not-to-Exceed amount without consideration of applicable Deductive Alternatives or Additive Alternatives.

16. EXECUTING OF CONTRACT

The successful Bidder shall, within 10 days, not including Sundays and legal holidays, after receiving Notice of Award, sign and deliver to the Owner the Contract hereto attached together with the acceptable bonds and insurance certificates as required in these Documents. Within 10

days, not including Sundays and legal holidays, after receiving the signed Contract with acceptable bonds and insurance certificates from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

17. CONTRACT BONDS

a. Performance Bond

The successful Bidder shall file with the Owner, at the time of execution of the Contract, a Performance Bond acceptable to Owner in the full amount of the Contract, as security for the faithful performance of the Contract for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the work by the Owner. Said Bond shall also provide that any modification or changes to the contract terms, including changes in the completion date, shall not affect or reduce the obligations of the surety, and that surety waives any notice thereof. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the Owner, and shall be authorized to do business in the state.

b. Payment Bond

The successful Bidder shall file with the Owner at the time of execution of the Contract, a Public Works Payment Bond satisfactory to Owner in the full amount of the Contract, as security for the payment of all persons supplying labor and materials for the construction of the work which shall contain provisions which satisfy Sections 3247 through Section 3252 of the California Civil Code. The surety furnishing these bonds shall have a sound financial standing, a record of service satisfactory to the Owner, and shall be authorized to do business in the State.

c. Power-of-Attorney

The Attorney-in-Fact (Resident Agent) who executes the Performance Bond or Payment Bond in behalf of the surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the surety on the date of execution of the bonds.

18. CERTIFICATE OF INSURANCE

The successful Bidder shall file with the Owner, at the time of delivery of the executed Contract, a Certificate of Insurance evidencing insurance coverage satisfactory to Owner, which insurance shall be maintained at Bidder's own cost and expense during the life of the Contract, or longer when required, all as set forth in Section 5 of the General Conditions and Section 3 et. seq. of the Supplementary Conditions bound herewith.

19. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS AND INSURANCE CERTIFICATES

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract and furnish the prescribed bonds and Certificates of Insurance shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the Owner. It is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the bidder fails to enter into a Contract.

20. PREVAILING WAGE RATES

This is a Public Works Construction Project requiring that the Contractor and all subcontractors comply with Sections 1770 - 1815 of the Labor Code concerning payment of prevailing wage rates, hiring of apprentices, etc. A summary of those conditions is attached to the Agreement to be executed by the District and the successful Bidder, in Part 2 of this Bid Package.

21. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The time of completion of the work to be performed under this Contract is of the essence to the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions. The Contract time for performance shall begin on the date specified in the written Notice to Proceed. Contract time shall not commence prior to January 8, 2023 and shall extend through **March 31, 2023**. Failure to timely complete said work, unless excused under the terms of the Contract, shall entitle Owner at its option to collect liquidated damages in the amount of \$400.00 each calendar day until completed. Contractor understands and agrees that this public works project will create public benefits, the delay of which will cause incalculable losses to the District and the public, and that the above sum is a reasonable attempt by the District to quantify such losses. The Contractor and Owner agree to the afore stated amount.

Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated.

22. DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of this chapter.

23. BID PROTESTS

Any bid protest must be submitted in writing to the District's Engineer before 5:00 p.m. of the 5th business day following bid opening. The initial bid protest document shall contain a complete statement of the basis for the protest.

The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The District will issue a decision on the protest. If the District determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

DRAFT

BIDDER'S CHECKLIST

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information that should be submitted with the bid. Bidder's signature is required on all of the documents indicated below. Omission of signature may be grounds for rejection of the bid. Bidders' submittals should include, but are not limited to, the following:

ITEM

1. Proposal (Bid Form & Bid Schedule) _____
2. Bidder's Checklist _____
3. Bidder's Bond or other Security _____
4. Power-of-Attorney for Surety's Agent to execute Bidder's Bond _____
5. Authority to sign Proposal if signature is by agent other than officer
of corporation, partner, or owner _____
6. Acknowledgment of any Addenda _____
7. List of Subcontractors _____
8. List of Suppliers _____
9. Non-Collusion Affidavit (to be notarized and attached to Proposal) _____

Signature of Bidder _____

* * * * *

BID FORM

To: Chino Basin Water Conservation District
4594 San Bernardino Street
Montclair, CA 91763

For: Brooks Basin Fencing Project, Phase 1

Submitted by:

_____ ☐ A Corporation

_____ ☐ A Partnership

_____ ☐ An Individual

Principal office:

Person to contact for additional information on this submittal:

Name:

Address:

Phone:

Email:

BIDDERS DECLARATION AND UNDERSTANDING

THE UNDERSIGNED BIDDER having familiarized himself with the Work required by the Contract Documents, all site conditions where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting the performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached and to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence, permits and services required to perform the Work, to the satisfaction of Owner and to provide all required Bonds, insurance and submittals.

The undersigned bidder agrees to furnish the required bonds and evidence of insurance and to execute the contract and deliver the same to Owner within ten (10) working days after receipt of Notice of Award by the Owner.

The Bidder further agrees that in the event he fails to comply with the foregoing provisions, the Bid security accompanying this Bid shall become the property of Chino Basin Water Conservation District and said District shall be entitled to the full benefit thereof.

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Price
1	Permitting	1	LS	Lump Sum	
2	Mobilization and Demobilization	1	LS	Lump Sum	
3	Demolition	1	LS	Lump Sum	
4	Iron and Steel Fencing	990	LF		
5	Welded Mesh Fencing	170	LF		
6	20 ft. Double Iron Gate	1	LS	Lump Sum	
7	16 ft. Double Welded Wire Gate	1	LS	Lump Sum	
8	4 ft. Iron Gate	1	LS	Lump Sum	
Total:					

BIDDER'S BOND

Herewith find deposit in the form of a certified check, cashier's check, or bid bond in the amount of \$ _____, which amount is not less than ten percent (10%) of the total bid.

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound, unto the Chino Basin Water Conservation District as Oblige in the penal sum of _____ dollars for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, these presents.

The condition of this obligation is such that if the Oblige shall make any award to the Principal for construction of the _____ according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall provide evidence of required insurance and give bond for payment of material and laborers and for the faithful performance thereof, with Surety and Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 20____.

Principal

Surety

_____, 20____

Received return of deposit in the sum of \$ _____.

Signature

LIST OF SUBCONTRACTORS

Pursuant to the provisions of Section 4100 to 4133, inclusive, of the Public Contract Code of the State of California, every Bidder shall in his Bid set forth:

- a. The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid and the portion of the work which will be done by each such subcontract. If the Bidder fails to specify a contractor for any portion of the work, the Bidder agrees to perform that portion himself. The successful Bidder shall not, without the consent of the Owner, either:
 1. Substitute any person as Subcontractor in place of the Subcontractor designated in the original Bid.
 2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the Bid.
 3. Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total Bid as to which his original bid did not designate a Subcontractor.

Portion of Work	Name of Contractor and Business Address	License No.	DIR No.

LIST OF MATERIAL SUPPLIERS AND SOURCES

Suppliers or sources of materials listed below, to be used for construction of Project, shall be provided:

Material	Name of Supplier or Source

(Signature of Bidder)

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDERS AND
SUBMITTED WITH BID**

State of California)
) ss.

County of _____)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the bid are true. The bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on _____, at _____, California.

(date) (city)

(Signature of Bidder)

NOTICE OF AWARD

To:

Address:

Project: Brooks Basin, Fencing Project, Phase 1

The Contract Price of your contract is \$X,XXX,XXX.00.

Two copies of the proposed Contract Documents accompany this Notice of Award.

Upon commencement of the work, you and each of your subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

You must comply with the following conditions precedent within ten (10) days following the receipt of this Notice.

- You must deliver to the District two fully executed counterparts of the Contract.
- You must deliver to the District the Faithful Performance Bond.
- You must deliver to the District the Payment Bond.
- You must deliver to the District the insurance certificates required by Section 5.2 of the General Conditions this Contract.
- You must deliver to the District the Workers Compensation Certificate required by Section 1861 of the Labor Code.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, your bid bond forfeited as liquidated damages, void this Notice of Award, and award the Contract to the next responsible and responsive bidder. Within ten (10) days after you comply with the above conditions, the District will return to you one fully signed counterpart of the Contract with the Contract documents attached.

Chino Basin Water Conservation District

By: _____

Its: _____

Adopted: _____

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 20_____, by and between, Chino Basin Water Conservation District, California, sometimes referred to in these Contract Documents as "District", "CBWCD", or "Owner", and XXXXXXXX, referred to in these Contract Documents as "Contractor":

WITNESSETH:

THAT WHEREAS: in accordance with law, Owner has caused Contract Documents to be prepared for and in connection with the Fencing Project, Phase 1; and

WHEREAS, Contractor, in response to the Invitation to Bid, has submitted to Owner, in the manner and at the time specified, a sealed Bid in accordance with Instructions to Bidders; and

WHEREAS, Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the Bids submitted, and has determined Contractor to be the lowest responsible Bidder for the Work and has duly awarded to Contractor a contract therefore, for the sum or sums named in Contractor's Bid.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, Owner for itself and its successors, and Contractor for itself, himself, or themselves, and its, his, or their successors and assigns, and its, his, or their executors and administrators, as follows:

ARTICLE I. The Contractor shall perform and complete all work in a good and workmanlike manner to the reasonable satisfaction of the Owner, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence, services and permits required to perform the Work; and Bonds, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the Work included in and covered by Owner's official award of this contract to Contractor, such award being based on the acceptance by Owner of Contractor's Bid.

ARTICLE II. Owner shall pay to Contractor for performance of the Work embraced in this contract, and Contractor shall accept as full compensation therefore, the sum (subject to adjustment as provided in the Contract Documents) of XXXX Dollars (\$X,XXX,XXX.XX) for all.

Work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

ARTICLE III. Contractor shall complete all Work by **March 31, 2023**.

ARTICLE IV. The Contract Documents which comprise the contract between Owner and Contractor, attached hereto and made a part hereof, consist of this Agreement and that bound document entitled "Fencing Project, Phase 1", and the documents identified below.

- Addenda number 1.
- Notice of Award.
- Certificates of Insurance, Payment Bond, Performance Bond.
- Notice to Proceed.
- Any Modifications (as defined in General Conditions) duly delivered after execution of this Agreement.
- Drawings numbered SHEET 1 through SHEET 12 with each sheet bearing the following general title:

CHINO BASIN WATER CONSERVATION DISTRICT
BROOKS BASIN
FENCING PROJECT, PHASE 1

- Notices of Substantial Completion.
- Notices of Final Completion and Acceptance.

ARTICLE V. Contractor shall comply with, and he shall require compliance from all Subcontractors, with the requirements of Sections 1770 through 1815 of the California Labor Code, and as summarized in the "Public Works Contract Conditions" attached hereto and made a part hereof by this reference.

ARTICLE VI. In accordance with Section 22300 of the Public Contracts Code, if the Contractor so requests, Owner shall deliver to Contractor any retainage withheld by Owner if Contractor secures at his own expense and deposits with the District or a state or federally chartered bank as escrow agent, acceptable securities equivalent to the amount withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Name of Contractor: _____

Date: _____

Business Address: _____

Telephone: _____

Fax: _____

* _____

CONTRACTOR

By _____

(SEAL &)
(ATTEST)

License No. _____ Expiration Date _____

License Classification _____

JOINT VENTURE

By _____

(SEAL &)
(ATTEST)

Title _____

Date: _____ Chino Basin Water Conservation District

By _____
Elizabeth Skrzat, General Manager

PART 2 - PUBLIC WORKS CONTRACT CONDITIONS

GENERAL

The Contractor is responsible for his own compliance, and is responsible for all Subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the employment of apprentices, and hours of work, all as set forth in Sections 1770 through Section 1815 of that Code. Those requirements are set forth below. The term "Contractor" shall hereafter refer to the Prime or General Contractor, with whom the District has contracted pursuant to this Agreement. The term Subcontractor refers to those persons contracted with by the Contractor for the purpose of performing this contract.

WAGES

1. Pursuant to Section 1773.2 of the California Labor Code, Chino Basin Water Conservation District, has on file at the office of Wagner & Bonsignore, Consulting Civil Engineers, A Corporation, located at 2151 River Plaza Drive, Suite 100, Sacramento, California, copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the contract, and a copy shall be available to any interested party upon request. The contractor is responsible for determining which wage classifications are applicable to this project. (Labor Code § 1773.2.) Contractor may also obtain of the prevailing wage rate at the DIR website: <http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>
2. The Contractor shall post copies of the prevailing per diem wage rates at the job site during the term of this project.
3. Pursuant to Sections 1774 and 1775 of the Labor Code, the Contractor and any Subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this contract. Failure to so comply will result in a forfeiture of up to \$200 per day per violation (the amount being determined by the labor commissioner), and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft.
4. Pursuant to Labor Code Section 1776, the Contractor and each Subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid each workman employed by him in connection with the public work. A certified copy of those records shall be made available upon request as required by Section 1776, to those persons listed in Section 1776, and on the conditions set forth therein. Failure to comply with these provisions is a misdemeanor, and shall also result in a penalty of \$100.00 per calendar day as set forth in subsection (h).
5. Pursuant to Section 1773.1 of the Labor Code, travel and subsistence payments shall also be paid to each workman needed to execute such work if such travel and subsistence payments are set forth in the applicable collective bargaining agreements and filed with the Department of Industrial Relations thirty days prior to the call for bids.

6. Unless the contract amount of the general contractor, or the contract amount of a specialty contractor not bidding for work through a general or prime contractor, is under \$30,000, the Contractor shall comply with Section 1777.5 regarding the employment of registered apprentices upon public works by hiring, and by requiring that all subcontractors hire, apprentices at the wage rate and ratio required, if at all, and by requiring the contribution of funds to apprenticeship programs or trades as applicable under Section 1777.5.

HOURS OF LABOR

7. Pursuant to Section 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Contractor or any Subcontractor in excess of eight hours per day, and forty hours in any one week, shall be compensated at not less than one and half times their basic rate of pay. Violation of this condition shall result in a penalty of \$25.00 per day per workman so underpaid.

WORKMAN'S COMPENSATION

8. Pursuant to Section 1860 of the Labor Code, the Contractor and any Subcontractor shall secure the payment of compensation to his employees, in accordance with the provisions of Section 3700 of the Labor Code.

LABOR LAW RELATED

9. All contractors and subcontractors who bid or work on a public works project must be registered with the Department of Industrial Relations (DIR) and pay an annual fee. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR. No contractor or subcontractor may be awarded a public works contract unless registered with DIR. (Labor Code § 1771.1.)

10. The contractor must post all job site notices required by regulation. This project is subject to compliance monitoring and enforcement by DIR. (Labor Code § 1771.4.)

11. This is a public works project and the contractor's and all subcontractors' employees must be provided certain benefits pursuant to Section 1720 et. seq. of the Labor Code, including the payment of prevailing wage rates, if prevailing wage rates have been established by DIR.

WORKERS COMPENSATION CERTIFICATE

I, _____, of _____,

am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: _____.

Date: _____, 20____, at _____.

PUBLIC WORKS PAYMENT BOND

PERFORMANCE BOND

INSURANCE DOCUMENTATION

General Conditions

1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

“Addenda” - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.

“Application for Payment” - The Engineer-approved form used by Contractor in requesting payments, including accompanying documentation required by Contract Documents.

“Bid” - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

“Bidder” - Any person, firm or corporation submitting a Bid for the Work.

“Bonds” - Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

“Change Order” - A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

“Contract Documents” - The Agreement, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Invitation to Bid, Instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, the Notice to Proceed, these General Conditions, the Supplementary Conditions, the Public Works Contract Conditions, the Specifications, Drawings and Modifications.

“Contract Price” - The total moneys payable to Contractor under the Contract Documents.

“Contract Time” - The number of days stated in the Agreement for the completion of the work, computed as provided in these General Conditions; or the date set forth in the Agreement.

“Contractor” - The person, firm or corporation with whom Owner has executed the Agreement.

“Day” - A calendar day of twenty-four hours measured from midnight to the next midnight.

“Drawings” - The drawings which show the character and scope of the work to be performed and which have been prepared or accepted by Engineer or Design Engineer and are referred to in the Contract Documents.

“Engineer” - The person or firm so designated in the Supplementary Conditions.

“Field Order” - A written order issued by Engineer which clarifies or interprets the Contract Documents or orders minor changes in the work but shall not change the Contract Time or Contract Price.

“Modification” - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by Engineer, or (d) a written order for a minor change or alteration in the work issued by Engineer or Design Engineer. A Modification may only be issued after execution of the Agreement.

“Notice of Award” - The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Owner will execute and deliver the Agreement to him.

“Notice to Proceed” - A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.

“Owner” - Chino Basin Water Conservation District, a public entity.

“Project” - The entire construction to be performed as provided in the Contract Documents.

“Resident Project Representative” - The authorized representative of Owner or Engineer who is assigned to the Project site or any part thereof.

“Shop Drawings” - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work.

“Specifications” - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

“Subcontractor” - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site, including, but not limited to, any supplier of equipment, products, materials or labor, materialman, specialty contractors, inspectors, testers.

“Substantial Completion” - The date as determined by Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion.

“Work” - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Document, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

“As ordered, as directed, as required, as permitted, as allowed” - The order, directions, requirement, permission, or allowance of Owner or Engineer is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that Owner or Engineer or Design Engineer has any authority or responsibility for supervision of Contractor's forces or construction means, methods, techniques or sequences of operations nor for safety in, on, or about

the site, as these are the sole responsibility of the Contractor and therefore being strictly reserved for Contractor.

“Reasonable, suitable, acceptable, proper, satisfactory” - The terms reasonable, suitable, acceptable, proper, and satisfactory means such to Owner or Engineer and are intended only to the extent of judging compliance with the Contract Documents.

“Understood and agreed” - Whenever in these Contract Documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

2. PRELIMINARY MATTERS

2.1. Execution of Agreement

The Agreement and other Contract Documents will be executed as set forth in the Instructions to Bidders.

2.2. Delivery of Bonds

When he delivers the executed Agreement to Owner, Contractor shall also deliver to Owner such Bonds as he may be required to furnish in accordance with Instructions to Bidders.

2.3. Copies of Documents

Owner shall furnish to Contractor the number of copies of the Contract Document set forth in Supplementary Conditions.

2.4. Contractor's Pre-Start Representations

Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Technical Specifications - General Requirements and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents. Contractor further represents that he currently holds a valid Class C-13 contractor's license, which will be valid for the duration of the Project.

2.4.1. Contractor Statement

Pursuant to Business and Professions Code Section 7030, Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission

pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

2.4.2. Ineligible Contractors

Pursuant to Public Contract Code Section 6109, a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code shall not bid on, be awarded, or perform work on this Project. No contractor shall perform work on this Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

Any contractor who is awarded the Project and their subcontractors, if any, shall not be suspended or debarred from working on other Projects pursuant to other State or Federal agreements.

2.5. Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence prior to January 8, 2023 or run later than the 10th day after the day on which Owner delivers the executed Agreement to Contractor. A Notice to Proceed may be given at any time within thirty days after the day on which Owner delivers the executed Agreement to Contractor.

2.6. Starting the Project

Contractor shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

2.7. Before Starting Construction

Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to Engineer any conflict, error or discrepancy which he may discover; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the drawings or specifications.

Within ten days after delivery of the executed Agreement by Owner to Contractor, Contractor shall submit to Engineer for review, an estimated progress schedule indicating the starting and completion dates for the various stages of the Work, and a preliminary schedule of Shop Drawing submissions and other specified schedules. The progress schedule shall be a Critical Path Method (CPM) schedule with a maximum ten (10) day event length and shall be presented as a bar chart.

3. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between Owner and Contractor. They may be altered only by a Modification.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to Engineer's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. Availability of Lands

Owner shall furnish, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands or easements upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in these General Conditions. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. Unforeseen Physical Conditions

Contractor shall promptly notify Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Engineer will promptly investigate those conditions and advise Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional surveys and tests and furnish copies to Engineer and Contractor. If Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions that differ materially from those indicated in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order shall be issued incorporating the necessary revisions.

4.3. Reference Points

Owner shall provide Engineering surveys for construction to establish reference points which in his judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. He shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall replace or accurately relocate all reference points so lost, destroyed or moved.

4.4. Construction Interferences

As used in Section 4, paragraphs 4 through 11, inclusive, the word "utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers or storm drains. The term "service connection" shall be understood to mean all or any portion of a pipeline (including sewer house laterals), conduit, wire, cable or duct, including meter, between a utility distribution line and an individual customer, or customers when served by a single service connection. And the term "construction interference" shall be understood to include any utility or service connection within the limits of excavation or over-excavation required for the work under the Contract as shown or as ordered by the Engineer, or any utility or service connection located in the space which will be required by any of the work under the Contract.

In the event any utility or service connection is required to be disturbed or removed to permit construction of a pipeline or other structure under the Contract, such disturbance or removal shall be done only with the approval of the Engineer, and following notification to the owner of the interfering utility or service connection. Any such utility or service connection removed or otherwise disturbed shall be reconstructed as promptly as possible and returned to its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of the disturbed utility. The Contractor's responsibility under this Section to remove or replace shall apply even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The owner of the utility or service connection shall be notified immediately after damage or destruction occurs or is discovered.

During the performance of the work under this Contract, the owner of any utility affected by the work shall have the right to enter when necessary upon any portion of the work site for the purpose of maintaining service and for making changes in or repairs to said utility.

The Drawings show the approximate positions of known utilities in the immediate vicinity of the work, but neither the Owner, Engineer nor Design Engineer guarantee that all existing utilities are shown, nor that the locations are accurate. Service connections normally are not shown on the Drawings. The Contractor shall call Underground Service Alert (USA) forty-eight (48) hours prior to commencing any excavation, and shall ascertain from records or otherwise, the existence, horizontal and vertical position, and ownership of all existing utilities and service connections. If the Contractor discovers any utility in the line of the work that is not shown on the Drawings, he shall immediately notify the Engineer of the utilities existence. The Owner shall not be liable for any consequences arising from a service connection being incorrectly located in the field by the agency having jurisdiction over said service connection.

All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing a main or trunkline utility facility that actually constitutes a construction interference, when said utility is not shown with reasonable accuracy as an interference or is omitted from the Drawings, will be paid for by the Owner as provided for in Section 11. In such case, the Owner will also compensate the Contractor for equipment on the project necessarily idled during and by reason of such work. The Owner's obligation to repair damage to such a facility and to compensate

the Contractor for idled equipment shall not extend to damage resulting from the failure of the Contractor to use reasonable care.

All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing any utility or service connection other than those described in this Section herein shall be borne by the Contractor.

The Contractor shall not be assessed liquidated damages for failure to complete the work on time to the extent that such delay was caused by failure of the Owner or of the agency having jurisdiction over the utility or service connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance or replacement.

The Owner reserves the right, upon determination of the actual position of existing utilities and service connections, to make changes in alignment or grade of the Owner's facilities when, by so doing, the necessity for relocation of existing utilities or service connections will be avoided. The Engineer will order such changes in writing. Where applicable, adjustment in the Contract price will be on the basis of the unit prices stated in the Bidding Schedule. Where unit prices in the Bidding Schedule are not applicable, adjustment in Contract price will be in accordance with Section 11.

5. BONDS AND INSURANCE

5.1. Performance, Payment or Other Bonds

Contractor shall furnish a 100% Performance Bond, 100% Payment Bond and other bonds specified in the Instructions to Bidder as security for the faithful performance and payment of all his obligations under the Contract Documents. Bonds shall be issued by such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in current "Best's Key Rating Guide, Property Liability". Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to Owner.

5.2. Contractor's Liability Insurance

Contractor shall purchase and maintain such insurance (see Supplementary Condition 3 (SC-3)) as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any

person other than his employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include Owner, Engineer, Design Engineer and their consultants, directors, officers, and employees as additional insured parties. Before starting the Work, Contractor shall file with Owner, Engineer and Design Engineer certificates of such insurance, acceptable to Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least fifteen days prior written notice has been given to Owner.

6. CONTRACTOR'S RESPONSIBILITIES

6.1. Supervision and Superintendence

Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents and is satisfactory to Owner.

Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The Superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

6.2. Labor, Materials and Equipment

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Pursuant to Section 3400 of the Public Contract Code, the Contract does not limit the bidding or call for the supplying of any material, product, thing or service to a specific concern. Wherever an item is specified by brand, trade name, or specific concern, the item shall be deemed to be followed by the term "or equal" unless the Specifications provide that use of the item listed is necessary in the public interest or to match other such items in use or to be used.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation, contractual or otherwise by Owner, Design Engineer or Engineer toward any Subcontractor, their employees or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner, Design Engineer or Engineer to pay or to see to the payment of any moneys due any Subcontractor, employee or employees unions or trust fund or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

The division and sections of the Specifications and the identification of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner, Engineer and Design Engineer, including but not limited to Sections, 5.2, 6.12, 6.13 of the General Conditions.

All Work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between Contractor and the Subcontractor which shall contain provisions that waive all rights, including, but not limited to rights of subrogation, the contracting parties and insurers may have against one another and Owner, Engineer and Design Engineer for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor.

6.3. Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the

actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner, Engineer and Design Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.4. Permits

Contractor shall obtain and pay for all construction permits and licenses, shall comply with the terms of all permits (including encroachment permits), and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall also pay all public utility charges.

Contractor shall specifically obtain permits and approvals from the City of Montclair for the installation of proposed fencing.

Contractor and his subcontractors shall comply with all applicable Federal, State, and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements to prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities as stated in Section 3 of the General Specifications.

6.5. Laws and Regulations

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Specifications or Drawings are at variance therewith, he shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work contrary to such laws, ordinances, rules and regulations he shall bear all costs arising therefrom including Owners internal cost, cost for additional engineering services, testing and observations; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.6. Prevailing Wages and Payroll Records

In accordance with the provisions of Section 1770 et. seq. of the California Labor Code, the general prevailing wage rates applicable to the work have been determined by the Director of Industrial Relations, State of California. Such determination is on file at the office of the Owner, and a copy will be made available to any interested party on request.

The Contractor shall comply with the provisions of Section 1775 of the California Labor Code, one of which is that the Contractor shall forfeit as penalty up to \$200 for each calendar day or portion thereof for each workman, whether employed by the Contractor or Subcontractor, paid less

than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the California Labor Code and, in particular, Sections 1770 to 1780, inclusive.

The Owner will not recognize any claim for additional compensation because of the payment by the Contract or any wage rate in excess of the prevailing wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his Proposal, and will not under any circumstances be considered as the basis of a claim against the Owner on the Contract.

Section 1776 of the Labor Code enumerates certain requirements concerning the Contractor's and Subcontractors' payroll records. This Section stipulates that responsibility for compliance shall be fixed upon the Contractor. Payroll records shall be maintained, be available for inspection and copies furnished in accordance with Section 1776, and in the event of noncompliance with the requirements, the Contractor is subject to the penalties as described in Section 1776.

6.7. Taxes

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

6.8. Use of Premises

Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.9. Record Drawings

Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to Engineer and shall be delivered to him for Owner upon completion of the Project. (Note: Further provisions in respect of such record drawings are included in the Technical Specifications - General Requirements.)

6.10. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety in, on and about the site, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) all employees, guests and visitors to the site and other persons who may be affected thereby.

- (b) all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. He shall notify Owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied and paid for by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

6.11. Emergencies

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instructions or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereto, and a Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor.

6.12. Indemnification

Contractor shall defend, indemnify and hold harmless Owner, Engineer and Design Engineer and their consultants, directors, officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from, in whole or in part, the performance of or the failure to perform the Work of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except to the extent that such damage or injury is caused by the sole negligence, active negligence, or willful misconduct of Owner. Contractor shall pay all attorney's fees and cost of Owner, Engineer and Design Engineer to enforce this and any indemnity provision in this Agreement.

In any and all claims against Owner, Engineer or Design Engineer or any of their agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligation of Contractor shall extend to the fullest extent permissible under California law.

As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract exceeds \$25,000 and involves trench excavation five (5) feet or more in depth, the Contractor shall submit for acceptance by a registered Civil or Structural Engineer representing the Owner, in advance of excavation, a detailed Drawing showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. Drawings shall be furnished at least five (5) days before the Contractor intends to begin trench work. If such Drawing varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, a registered Civil or Structural Engineer shall prepare the Drawing.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Owner, the Engineer, the Design Engineer or any of their consultants, directors, officers, agents or employees.

As required by Section 7104 of the Public Contracts Code and in addition thereto, whenever work under the Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before conditions are disturbed, notify the Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Work Site differing from those indicated; or (3) Unknown physical conditions at the Work Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

Upon written notice, the Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in Section 10 of this Contract.

In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided in the Contract, but shall proceed with all

work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of the dispute between the parties.

6.13. Damage to Work

Pursuant to Section 7105 of the Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damaged portions of the work determined to have been proximately caused by an act of God, in excess of five (5) percent of the Contract amount, provided, that the work damaged was built in accordance with accepted and applicable building standards and the Specifications and Drawings. The Contractor shall obtain insurance to indemnify (and name as additional insureds) the Owner, Engineer and Design Engineer for any damage to the work caused by an act of God if the premium for said insurance coverage is called for as a separate Bid item in the Bidding Schedule for the work. For purposes of this Section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude 3.5 on the Richter Scale, and tidal waves. Except as herein provided, damage to all Work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Owner at the Contractor's expense, regardless of the cause of such damage.

7. WORK BY OTHERS

Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. Contractor shall afford the other Contractors who are parties to such direct contracts, (or Owner if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or Owner), Contractor shall inspect and promptly report to Engineer in writing, any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and of the other Contractors whose work will be affected.

If the performance of additional work by other Contractors or Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to Contractor starting any such additional work. If Contractor believes that the performance of such additional work by Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

8. OWNER'S RESPONSIBILITIES

Owner shall issue all communications to Contractor through Engineer.

In case of termination of the employment of Engineer, Owner shall appoint an Engineer against whom Contractor makes no unreasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such appointment shall be subject to arbitration.

Owner shall furnish the data required of him under the Contract Documents promptly after they are due.

In addition to his rights to request changes in the Work, Owner shall be obligated to execute Change Orders therefore.

9. ENGINEER'S STATUS DURING CONSTRUCTION

9.1. Owner's Representative

Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the agreement between Owner and Engineer and such authority does not include the right or obligation to advise, direct or review Contractor's means, methods, sequences or techniques of construction nor safety in, on or about the site as these are solely Contractor's responsibilities. The duties and responsibilities and the limitations of authority of Design Engineer, during construction are set forth in the agreement between Owner and Design Engineer and such authority does not include the right or obligation to advise, direct or review Contractor's means, methods, sequences or techniques of construction nor safety in, on or about the site as these are solely Contractor's responsibilities. Engineers cannot stop or direct Contractor's work.

9.2. Clarifications and Interpretations

Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore.

9.3. Rejecting Defective Work

Engineer will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to Engineer's recommendation of final payment). He will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

9.4. Decisions on Disagreements

Engineer or Design Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In their capacity as interpreter and judge they will exercise their quasi-judicial efforts to ensure faithful performance by both Owner and Contractor. They will not show partiality to either and will not be liable for the results of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to Engineer for decision: which he will render in writing within a reasonable time.

Either Owner or Contractor may demand arbitration with respect to any such claim, dispute or other matter that has been referred to Engineer, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which Engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to Engineer if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which Engineer rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

9.5. Limitations on Engineer's and Owner's Responsibilities

Neither Engineer's or Design Engineer's authority to act under this article or elsewhere in the Contract Documents nor any decision made by them in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer or Design Engineer to Contractor, any Subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

Engineer, Design Engineer or Owner will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and they will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Engineer, Design Engineer or Owner will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons at the site or otherwise performing any of the Work.

10. CHANGES IN THE WORK

Without invalidating the Agreement, Owner may, at any time or from time to time, order additions, deletions or revisions in the Work: these will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an

increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

Engineer may authorize minor changes or alterations in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If Contractor believes that any minor change or alteration authorized by Engineer entitles him to an increase in the Contract Price, he shall make a claim therefore before proceeding with the work.

Additional Work performed by Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

Owner shall execute appropriate Change Orders prepared by Engineer covering changes in the Work to be performed as provided herein and any other claim of Contractor for a change in the Contract Time or the Contract Price which is confirmed by Engineer.

It is Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or Change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

11. CHANGE OF CONTRACT

The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (a) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- (b) Where the Work involved is covered by a lump sum contained in the Contract Documents, by application of the lump sum to the item(s) involved, or by mutual acceptance of a lump sum.

- (c) On the basis of the Cost of Work, plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraph).

11.1. Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include the following items.

- (a) Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.
- (b) Cost of all materials and equipment furnished incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner and Contractor shall make provisions so that they may be obtained.
- (c) Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to Owner who will then determine with the advice of Engineer, which bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- (d) Cost of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) reasonably required and employed for services specifically related to the Work.
- (e) Supplemental costs including the following:
- (i) The proportions of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work

- (ii) Costs, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and costs less market value of such items used but not consumed which remain the property of the Contractor.
- (iii) Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with items of said rental agreement. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- (iv) Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- (v) Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
- (vi) The Cost of utilities, fuel and sanitary facilities at the site.
- (vii) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- (viii) Cost of premiums for additional bonds and insurance required because of changes in the Work.

The term Cost of the Work shall not include any of the following:

- (a) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, Engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.
- (b) Expenses of Contractor's principal and branch office other than his office at the site.
- (c) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- (d) Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).
- (e) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including

but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

(f) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in the cost of the Work.

(g) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated under Contractor's Fee.

11.2. Contractor's Fee

The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

(a) a mutually acceptable fixed fee, or if none can be agreed upon:

(b) a fee based on the following percentages of the various portions of the Cost of the Work:

(i) for payroll costs and the cost of all materials and equipment included in the Work, the Contractor's Fee shall be ten percent.

(ii) for payment to Subcontractors, the Contractor's Fee shall be five percent; and if a Subcontractor is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

(iii) no fee shall be payable on the basis of costs of special consultants or supplemental costs.

Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, Contractor will submit in form prescribed by Engineer an itemized cost breakdown together with supporting data.

11.3. Deleted Work

When work is deleted, where the work does not frustrate the completion of the project as a whole but merely deletes items subsequently found unnecessary to the Work, the estimated costs of such uncompleted work shall also be deleted. Owner reserves the right to delete any portion of the Work without constituting grounds for any claim by Contractor for payment or allowance for damages.

12. CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer promptly and not later than fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered promptly and not later than forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. Engineer shall determine all claims for adjustment in the Contract Time if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost, on the critical path, due to delays beyond the control of Contractor if he makes a claim therefore as provided in the preceding paragraph. Such delays shall include, but not be restricted to, acts of neglect by any separate Contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents which require performance by the Contractor are of the essence of the Agreement. The provisions of this Section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

To the fullest extent allowed by California law, no claim for damages or any claim other than for an extension of time shall be made or asserted against Owner, Engineer, or Design Engineer by reason of any delays caused by Owner, Engineer, or Design Engineer. Contractor is on notice that reasons for such delays can include the inability to obtain permits, rights-of-way, or other authorizations from other private or governmental entities. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the Owner, Design Engineer or Engineer for any direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided however that this provision shall not preclude recovery of damages by the Contractor from Owner for hindrances or delay due solely to the active negligence of the Owner, Engineer, or Design Engineer. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided for above.

13. WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1. Warranty and Guarantee

Contractor warrants and guarantees to Owner, Design Engineer and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all work not conforming to the requirements

of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section.

13.2. Tests and Inspections

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Engineer the required certificate of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by Owner unless otherwise specified.

Contractor shall give Engineer timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of his intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer, Design Engineer nor inspection tests or approvals by person other than Contractor shall relieve Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

13.3. Access Work

Unless otherwise modified by TS 1.9, Engineer and his representative and other representatives of Owner will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

13.4. Uncovering Work

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer be uncovered for his observations and replaced at Contractor's expense.

If any Work has been covered which Engineer has not specifically requested to observe prior to its being covered, or if Engineer considers it necessary or advisable that covered work be inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all the expense of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or

an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore.

13.5. Owners May Stop the Work

If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated: however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

13.6. Correction or Removal of Defective Work

If required by Engineer prior to his recommendation of final payment, Contractor shall promptly, without cost to Owner and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with nondefective Work. If Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Engineer, Owner may have the deficiency corrected or the rejected Work removed and replaced. Contractor shall pay all direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

13.7. Correction Period

If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in Supplementary Conditions) or such longer period of time as may be allowed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective Work corrected or the rejected Work removed and replaced, and Contractor shall pay all direct and indirect costs of such removal and replacement, including compensation for additional professional services.

13.8. Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to final payment, also Engineer) prefers to accept it, he may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, Contractor shall pay an appropriate amount to Owner.

13.9. Neglected Work by Contractor

If Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, Owner, after seven days written notice to Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against Contractor if Engineer agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.

14. PAYMENTS AND COMPLETION**14.1. Application for Progress Payments**

On or before the first day of each month, Contractor shall submit to Engineer for review the Engineer-approved Application for Payment form filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such data and schedules as Engineer may reasonably require.

14.2. Contractor's Warranty of Title

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.3. Review of Application for Payment

Pursuant to Public Contract Code Section 20104.50, Engineer will, within seven days after receipt of each Application for Payment, either recommend payment and present the Application to Owner, or return the Application to Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Owner shall within thirty (30) days, which includes the seven day review period, after receipt of an undisputed and properly submitted payment request pay Contractor the amount recommended by Engineer.

(a) In accordance with Public Contract Code Section 20104.50, Owner shall pay interest at the legal rate set forth in Code of Civil Procedure Section 685.010 on any Progress Payment that is undisputed, properly submitted, and not paid within 30 days. This subsection shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of District.

(b) Pursuant to Public Contract Code Section 9203, Owner will retain from each progress payment not less than five (5) percent of the estimated value of work done and materials and equipment furnished. Amounts retained will not be paid to the Contractor until the time of final payment and release on the Contract.

(c) On progress payments after ninety-five (95) percent of work has been completed, if Owner determines that the Contractor is making satisfactory progress, Owner may reduce the funds retained to an amount not less than one hundred twenty-five (125) percent of the estimated value of work yet to be completed, as determined by Owner. The sureties on the performance and payment bonds may make such reduction upon the written request of the Contractor and approval in writing.

(d) Pursuant to Section 22300 of the Public Contract Code, the Contractor may request substitution of securities for moneys withheld by the Owner and shall receive interest on the securities posted. Alternatively, Contractor may request and the Owner shall make payment of retentions earned directly to an escrow agent at the expense of the Contractor. Securities eligible for investment under this Section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

Engineer's recommendation of any payment requested in an Application of Payment will constitute a representation by him to Owner, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his recommendation); and that Contractor is entitled to payment of the amount indicated. However, by recommending any such payment, Engineer will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials or equipment has passed to Owner free and clear of any Liens.

Engineer's recommendation of final payment will constitute an additional representation by him to Owner that the conditions precedent to Contractor's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such recommendation to Owner. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the result of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in his opinion to protect Owner from loss because:

(a) the work is defective, or completed Work has been damaged requiring correction or replacement.

- (b) claims or Liens have been filed or there is reasonable cause to believe such may be filed.
- (c) the Contract Price has been reduced because of Modifications.
- (d) Owner has been required to correct defective Work or complete the Work in accordance with paragraphs 13.11 or
- (e) of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

14.4. Application for Final Payment

Upon written notice from Engineer that Work is completed and acceptable as provided in Supplementary Conditions, Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all other documents called for in the Contract Documents and such other data and schedules as Engineer may reasonably require.

14.5. Final Payment/Notice of Completion

If, on the basis of his observations and review of the Work during construction, his final inspection and his review of the final Application for Payment - all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, he will, within seven (7) days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, he will return the Application to Contractor, indicating in writing his reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Assuming Engineer has recommended final payment of Contractor to Owner, Owner's Board of Directors shall review Engineer's approval for final payment at its next Board meeting and if approved, Owner shall record a "Notice of Completion" in the County Recorder's office within ten (10) calendar days after date of acceptance of the work by Owner, as required by the California Civil Code 3093, and Owner shall pay Contractor within 30 days after Owner receives the final payment request, as required by Public Contract Code 20104.50.

14.6. Release of Retention:

Pursuant to Section 7107 of the Public Contract Code, retention proceeds withheld from any payment by the Owner from the Contractor, shall be subject to the following provisions:

- (a) Within 60 days after the date of completion of the Work, the retention withheld by the Owner shall be released. In the event of a dispute between Owner and the Contractor, Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this section, "completion" means any of the following:

- (i) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the Owner, or its agent, accompanied by cessation of labor on the work of improvement.
- (ii) The acceptance, by the Owner, of the Work.
- (iii) After the commencement of Work, a cessation of labor on the Work for a continuous period of 100 days or more, excluding work periods District's Engineer has otherwise excluded the Contractor from working, due to factors beyond the control of the contractor.
- (iv) After the commencement of Work, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the Owner files for record a notice of cessation or a notice of completion.

If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of Contractor, and Engineer so confirms, Owner shall, upon certification by Engineer and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance of Work not fully completed or corrected is less than the retainage stipulated in the Supplementary Conditions, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payments. Such payments shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.7. Contractor's Continuing Obligations

Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any correction of defective work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

14.8. Waiver of Claims:

Any and all Change Orders shall impliedly contain a waiver, by Contractor and its Subcontractors, for any and all claims, known and unknown arising from the Contractor's request for additional compensation, including a waiver of Civil Code Section 1542.

The making and acceptance of final payment shall constitute:

- (a) a waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, from defective work appearing and acknowledged after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

(b) a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

Final payment shall only be made after the Contractor has executed a written release of all claims against the Owner arising by virtue of the Contract. Such a release must comply with Civil Code Section 3262, an example of which appears below. In executing the release on the Contract, the Contractor may state as an exception any claim in a definite amount, furnished to the Owner and Engineer in accordance with Section 11.

The release of Contract shall be in substantially the following form:

DRAFT

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished

to Chino Basin Water Conservation District
(Customer)

on the job of Brooks Basin Fencing Project, Phase 1 located at:

4300-4400 Block of Brooks St. and 10695 Block of Silicon Avenue

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of

\$ 0 (zero) dollars .

Dated: _____
(Contractor)

By: _____
(Name and Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

15. SUSPENSION OF WORK AND TERMINATION**15.1. Owner May Suspend Work**

Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in these General Conditions.

15.2. Owner May Terminate

If Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Engineer, or if he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven days written notice, terminate the service of Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, AND finish the Work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be incorporated in a Change Order.

Where Contractor's services have been so terminated by Owner, said termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by Owner due Contractor will not release Contractor from liability.

Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other rights or remedy, elect to abandon the Project and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit on only the Work performed and not on unperformed Work.

15.3. Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner, or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or Owner fails to pay Contractor any sum recommended by Engineer or awarded by arbitrators within thirty days of its approval and presentation, then Contractor may, upon seven days written notice to Owner and

Engineer, terminate the Agreement and recover from Owner payments for all Work executed and any expense sustained plus a reasonable profit on only the Work performed and not on unperformed Work. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven days' notice to Owner and Engineer, stop the Work until he has been paid all amounts then due.

16. CLAIMS/DISPUTE RESOLUTION

All public works claims of \$375,000 or less between a contractor and a public agency shall be made within the times provided for, documented and responded to, and the parties shall meet and confer with respect to the claim, and the claim for any unresolved portion thereof shall be filed, all as provided for in Sections 20104.2 and 20104.4 of the Public Contract Code. A summary of such procedures are as follows.

- (a) Any claim of a contractor be in writing and include documents necessary to substantiate the claim, and must be filed on or before the date of final payment, unless otherwise provided in the Contract Documents.
- (b) For claims of less than \$50,000, the District shall respond in writing within 45 days, unless it requests within 30 days additional documentation.
- (c) For claims over \$50,000 and less than \$375,000, the District will respond within 60 days unless additional documentation is requested.
- (d) If the claimant disputes the District's response or the District fails to respond, the claimant may within 15 days demand a conference to meet and confer for settlement of the dispute.
- (e) If there is still a dispute, the claimant may file a claim under Sec 900 of Government Code.
- (f) If a civil action is filed on unresolved claims, the mediation and arbitration procedures shall be in accordance with Section 20104.4 of the Public Contract Code."

17. ASSIGNMENT OF ANTITRUST OR UNFAIR BUSINESS PRACTICES CLAIMS TO OWNER UNDER PUBLIC CONTRACTS CODE § 7103.5.

In entering into a public works contract or a subcontract to supply goods, service, or materials pursuant to a public works contract, the contractor and the subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all cause of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. The assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

18. MISCELLANEOUS

18.1. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

18.2. General

All Specifications, Drawings and copies thereof furnished by Design Engineer or Engineer shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and the rights and remedies available to Owner, Design Engineer and Engineer hereunder shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

The Contract Documents shall be governed by the law of the place of the Project.

Assignments: Performance of the Contract shall not be assigned in whole or in part without written consent of the Owner. The Contractor may assign funds due or that become due to the Contractor, and assignment will be recognized by the Owner if given notice thereof, in writing, to the extent permitted by law. Such assignments of funds earned by the Contractor shall be subject to proper retention in favor of the District and to all deductions provided for in the Contract.

Supplementary Conditions

1. COUNTERPARTS OF THE AGREEMENT

Engineer shall furnish to Contractor two copies of the Agreement and other Contract Documents bound therewith. Contractor shall execute the Agreement, insert executed copies of the required bonds and power of attorney, and submit all copies to Owner. The date of contract on the Agreement and Bond forms shall be left blank for filling in by Owner.

Owner shall execute all copies, insert the date of contract on the Agreement, bond and power of attorney, and Engineer shall review and distribute. Distribution of signed copies shall be one copy each to Owner, Contractor, and Engineer.

2. ADDITIONAL BOND

In addition to a Performance Bond, as required in General Conditions, Contractor shall furnish a Public Works Payment Bond in an amount equal to 100 percent of the Contract Price. Both bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California. Such bonds shall remain in force throughout the period required to complete the work, and thereafter for a period of 365 days after final acceptance of the Work. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No sureties liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the forms thereof prescribed in these Contract Documents shall in no way affect or alter the liability of the Contractor to the Owner as set forth herein. Letters of credit will not be accepted in lieu of bonds.

3. INSURANCE REQUIREMENTS FOR CONTRACTOR

The Contractor shall, at its sole cost, obtain and maintain, in force and effect for the duration of the Contract, including the Guarantee and Warranty periods, insurance of the following types with limits not less than those set forth below, in a company or companies with a Best's rating of no less than A:VII and admitted to issue insurance in the jurisdiction(s) in which all work is to be performed, where the site is located and where any waste is transported or deposited. The Contractor shall require compliance with these Insurance Requirements by its lower tier subcontractors.

3.1. Workers' Compensation and Employer's Liability Insurance

The Contractor and all sub-contractors shall insure, under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Act amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. This insurance shall contain a waiver of subrogation against the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants.

3.2. Comprehensive General Liability Insurance

Comprehensive General Liability Insurance (Occurrence Form) ISO Form CG 00 01 10 93 with a full defense and indemnity, and unless modified in the Supplementary Conditions, shall include:

- (a) a minimum combined single limit of liability of \$3,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damage;
- (b) a minimum limit of liability of \$3,000,000 each person for personal and advertising injury liability;
- (c) a minimum limit of liability of \$3,000,000 each occurrence for products/completed operations liability. The products/completed operations liability shall be maintained in full force and effect for not less than 10 years following completion of any of the Contractor's work;
- (d) a general aggregate limit of not less than \$3,000,000, which shall be provided on a per project basis by means of ISO Endorsement CG 25 03 11 85;
- (e) an endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds. Such endorsement shall be made upon an ISO Endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees or Contractor (Form B) and shall state "insurance is primary and all other insurance shall be noncontributory" and shall waive all rights of subrogation against the additional insureds;
- (f) XCU coverage for claims arising from explosion, collapse and underground damage;
- (g) Accidental spillage, cleanup and other related costs;
- (h) Contractual liability coverage for all oral and written contracts including the indemnity provisions contained herein
- (i) Deductibles shall not exceed \$5,000 per occurrence and shall be the sole responsibility of the Contractor;
- (j) Coverage for Cross Liability and coverage for Severability of Interest shall be included;
- (k) Claims made policies are not acceptable;

3.3. Automobile Liability Insurance

Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$3,000,000 per occurrence, and shall include:

- (a) An endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds, states such "insurance is primary and all other insurance shall be noncontributory", and waives all rights of subrogation against the additional insureds;

(b) Coverage for Cross Liability and coverage for Severability of Interest.

3.4. Property Insurance

Property Insurance shall be on a Builder's all-risk policy form and shall include:

- (a) A minimum limit of liability in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles;
- (b) Coverage for the Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, the Contractor shall bear all reasonable costs properly attributable thereto;
- (c) Coverage against the perils of fire and extended coverage and all physical loss or damage including, without limitation or duplication of coverage:
 - (i) lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles;
 - (ii) theft, vandalism, malicious mischief, and water damage;
 - (iii) collapse, flood including tidal waves or overflow from bodies of water, landslide, water pressure or earth movement and earthquake;
 - (iv) removal of debris resulting from an insured loss and demolition occasioned by enforcement of any applicable legal requirements;
 - (v) falsework, temporary buildings and safety devices used by the Contractor to perform the Work;
 - (vi) portions of the Work stored on and off the site and in transit when such portions of the Work are included in an Application for Payment;
 - (vii) and shall cover compensation for the services of the Design Engineer and the Engineer required as a result of the insured loss.
- (d) Remaining in full force and effect until the Final Payment has been made to the Contractor. The property insurance policy shall be endorsed to allow for partial use or occupancy by the Owner without permitting a cancellation or lapse of insurance coverage;
- (e) Deductibles shall not exceed \$5,000 per occurrence with a deductible aggregate of \$5,000. The Contractor shall pay for deductible losses at no cost to any other insured or additional insured.

3.5. Certificates of Insurance

Prior to beginning any Work, the Contractor shall file with the Owner, Design Engineer and Engineer, Certificates of Insurance in a form satisfactory to Owner (ACCORD form) along with a copy of all endorsements as required in Section 5.2 of General Conditions.

The certificates shall name each additional insured required by these General Conditions, shall state "insurance is primary and all other insurance shall be noncontributory", shall waive all rights of subrogation against the additional insureds; and shall also contain a provision that the Owner, Design Engineer and Engineer shall be notified in writing 30 days before the policies may be canceled or allowed to expire or any reduction in coverage. An additional certificate shall be submitted with the final Application for Payment showing required continuation of coverage beyond the Final Payment.

3.6. Property Insurance: Adjustment of Loss.

A loss insured under the Contractor's property insurance shall be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Contractor shall deposit the insurance proceeds in a separate account, and shall distribute payment to the parties in proportion to their cost for repairing or replacing the damaged Work. The Contractor shall provide a complete audited accounting of the distribution of insurance proceeds to all parties of interest.

4. SPECIFICATIONS

The Specifications which govern the materials and equipment to be furnished and the Work to be performed under this contract are listed in the Table of Contents at the beginning of this volume.

The Specifications as a whole will govern the construction of the entire Work. The applicable provisions thereof will govern Work to be performed under each section of the contract.

5. DRAWINGS

The Contract Drawings shall be as listed in the Agreement, Article IV.

6. OWNER

Owner is Chino Basin Water Conservation District acting through its Board of Directors and their duly authorized agents. All notices, letters, and other communication directed to Owner shall be addressed and delivered to:

Chino Basin Water Conservation District
c/o Wagner & Bonsignore
Consulting Civil Engineers
A Corporation
2151 River Plaza Drive, Suite 100
Sacramento, California 95833

7. ENGINEER

All duties and responsibilities assigned to Engineer in the Contract Documents, with the corresponding rights and authority, will be assumed by the person or firm designated by Owner. This project will utilize Wagner & Bonsignore Consulting Civil Engineers, A Corporation as Engineer.

8. RESIDENT PROJECT REPRESENTATIVE

Owner may furnish a Resident Project Representative and assistants to aid Engineer in carrying out his responsibilities at the site. This project will utilize Wagner & Bonsignore Consulting Civil Engineers, A Corporation as Resident Project Representative.

9. RESPONSIBILITY FOR PAYMENT

Except for items specifically identified as provided by Owner, Contractor shall pay for all labor, materials and other costs incurred under this contract.

10. DOCUMENTATION TO ACCOMPANY APPLICATIONS FOR PAYMENT

Contractor's Application for Payment shall be accompanied by the Documentation specified herein.

10.1. Materials and Equipment

If payment is requested for materials and equipment not incorporated in Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance. Payment for such materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor.

10.2. Schedules and Data

Each Application for Progress Payment shall be accompanied by Contractor's updated schedule of operations, or progress report, with such shop drawings schedules, procurement schedules, value of material on hand included in application, and other data specified in Division 1 or reasonably required by Engineer.

10.3. Documentation for Final Payment

Contractor's Application for Final Payment shall be accompanied by consent of the Surety to final payment.

11. RETAINAGE

Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

- a. Retention of 5 percent of payments authorized until the Work is substantially complete.
- b. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be reduced to 5 percent or to the amount necessary to assure completion of the contract Work.

12. PARTIAL UTILIZATION

Owner has the right to take possession of or use any completed or substantially completed portions of the Work at any time, but such taking possession or use will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

Owner's use of any facilities so identified in the Contract Documents will not be grounds for extension of the Contract Time or change in the Contract Price.

Owner's use of any facilities not specifically identified in the Contract Documents will be in accordance with conditions agreed to prior to such use, and any extra costs or delays in completion incurred and properly claimed by Contractor will be equitably adjusted with a Change Order.

Facilities substantially completed in accordance with the Contract Documents which are occupied or used by Owner prior to Substantial Completion of the entire Work will be defined by Engineer in a written notice to Contractor fixing the responsibility for insurance, maintenance, and utilities on that part of the Work and including a tentative list of items to be completed or corrected before final acceptance.

Guarantee periods for accepted or substantially completed Work, including mechanical and electrical equipment, will commence upon the start of continuous use by owner.

All tests and instructions of Owner's personnel must be satisfactorily completed, and Owner shall assume responsibility for and operation of all facilities occupied or used except as may arise through portions of the Work not yet completed by Contractor.

13. SUBSTANTIAL COMPLETION

When Contractor considers the Work ready for full occupancy or utilization by Owner, Contractor shall declare in writing to Owner that the Work is substantially complete and request that Engineer issue a Notice of Substantial Completion therefore.

Within a reasonable time thereafter, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer shall notify Contractor in writing giving reasons therefore. If Engineer considers the Work substantially complete, Engineer shall prepare and deliver to Contractor a Tentative Notice of Substantial Completion which will fix the date of Substantial Completion, and the responsibilities between Owner and Contractor for operation, utilities, and maintenance. The notice shall include a tentative list of items to be completed or corrected before final acceptance.

"Substantial Completion" is the stage in the progress of the Work when, in the opinion of the Engineer, the Work (or designated portion thereof) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work (or a designated portion thereof) for its intended use.

14. FINAL INSPECTION AND ACCEPTANCE

Upon written notice that Contractor considers all Work complete, Engineer shall make a final inspection with Contractor and shall notify Contractor in writing of incomplete or defective work revealed by the inspection. Contractor shall promptly remedy such deficiencies.

After Contractor has remedied all deficiencies to the satisfaction of Engineer and delivered all construction records, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents (all as required by the Contract Documents), Contractor shall be promptly notified in writing by Engineer that the Work is acceptable.

15. LIQUIDATED DAMAGES

Time is an essential condition for the performance of Contractor under this Agreement. Should Contractor fail to perform the Work within the periods of time stipulated in the Instructions to Bidder, Contractor shall pay to Owner, as liquidated damages and not as a penalty, the amounts listed in the Instructions to Bidder per day of default unless the Contract time is extended by Owner.

16. CORRECTION PERIOD

Nothing in the Section 13 of the General Conditions concerning the correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the Work, and has no relationship to the time within which his obligations under the Contract Documents may be sought to be enforced, not to the time within which proceedings may be commenced to establish his liability with respect to his obligations other than to specifically correct the work.

17. OVERTIME WORK

No Work shall be done between 7:00 p.m. and 7:00 a.m. nor on Sundays or legal holidays without permission of Owner; however, emergency Work may be done without prior permission.

Night work may be undertaken as a regular procedure with the permission of Owner, such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

18. LEGAL ADDRESSES

The business address of Contractor given in the Bid Form and Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to Contractor will be mailed or delivered. The address of Owner appearing hereinbefore is hereby designated as the place to which all notices, letters and other communications to Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to Engineer and to the other party.

19. TEST HOLES

No geotechnical evaluation of site of the Work was completed. Each prospective Bidder may, at his own expense, make additional surveys and investigations as he may deem necessary to determine conditions which will affect performance of the work. The District's Engineer and property owner's written permission must be granted prior to any excavations made on site.

20. UNDERGROUND INSTALLATIONS

Except as otherwise provided in Section 4 of the General Conditions, existing underground installations are indicated on the drawing only to the extent such information was made available to or discovered by Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by calling Underground Service Alert (USA) forty-eight (48) hours prior to beginning any work to allow the appropriate utility to mark any crossing of the Work area.

21. HISTORICAL OR ARCHAEOLOGICAL DEPOSITS

If, during the course of construction, evidence of deposits of historical or archaeological interest is found, Contractor shall cease operations affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until Contractor has been notified by Owner that he may proceed. Compensation to Contractor, if any, for lost time or change in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Contract Documents. (Reference: 80 Stat 915, 16 USC 470, and Executive Order No. 11593 of May 31, 1971).

22. INSPECTION BY PUBLIC AGENCY

Authorized representatives of the regulatory or authorizing agencies of the Project shall have access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection.

23. LAYOUT OF WORK

Reference points are shown on the Drawings. The Contractor shall layout the Work ("Construction Staking") from the reference points, and shall be responsible for accurate location, alignment, elevation and level of the completed Work.

The Contractor shall reimburse the Owner for surveying needed to replace reference points lost or damaged due to the Contractor's failure to adequately protect reference points.

24. COMPACTION AND MATERIALS TESTING

Compaction and Material Tests will be performed by a qualified materials testing laboratory provided by the Contractor. The Contractor shall provide a materials testing plan and schedule for Engineer approval. All tests shall be in accordance with the Drawings and Specifications. The

Contractor will coordinate, schedule and pay for all testing and observation services. Results of all tests and observations shall be provided to the Engineer at the end of each day.

Material subgrades, foundation surfaces and any intermediate constructed works shall be inspected by Engineer prior to placement of succeeding constructed element. Testing and verification of materials and observation of materials placement shall be performed by Engineer or qualified materials testing laboratory provided by Contractor as determined by Engineer.

25. DESIGN ENGINEER

The project design was provided by District. Wagner & Bonsignore Consulting Civil Engineers, A Corporation utilized District design information to prepare Contract Documents. The Contract Documents were prepared at the Sacramento, CA office.

26. MEASUREMENT AND PAYMENT

The Work is divided into several unit price and lump sum Bid Items. The Contract Price shall equal the sum of Unit Prices bid for each item times the estimated quantity for that item listed on the Bid Schedule plus any Lump Sum prices. The estimated quantities listed on the Bid Schedule are not guaranteed to be accurate but are intended solely to determine a Contract Price.

At least twenty (20) days prior to the first Application for Payment, the Contractor shall submit a Schedule of Values allocating the prices for lump sum Bid Items to various trades, types of work, pieces of equipment, and major tasks to assist the Engineer in evaluating the percentage completion for each part of the Work. The Contractor's overhead and profit shall be uniformly pro-rated over all items in the Schedule of Values. The Schedule of Values shall represent the actual cost of each segment of the work and shall not allocate higher costs, overhead or profit to work items scheduled for early completion. If the Engineer objects to the allocation of cost or the level of detail provided, the Contractor shall revise and resubmit the Schedule of Values.

Payment to the Contractor shall be based on actual quantities for each type of work as determined by the Engineer from certified quantity surveys or measurements submitted by the Contractor. All surveys shall be conducted by, or under the direction of, a licensed surveyor, unless the Engineer waives this requirement in a specific instance. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Engineer. Field notes shall be kept in accordance with accepted professional practice, dated and signed. The accuracy of the surveys shall be third order or better. The Contractor shall retain copies of all such material furnished to the Engineer.

For the purpose of determining quantities for payment, the Contractor shall submit certified surveys by a licensed surveyor, certified measurements or other acceptable measurements of quantities to the Engineer with each Application for Payment. The Engineer will review the Application for Payment as specified in the General Conditions. The Engineer shall make such computations as are necessary to determine the quantities of work performed or finally in place.

Prior to commencement of work, the Contractor shall advise the Engineer in writing the name and license number of the person who will perform the required surveys and shall submit to the Engineer for approval a plan of the proposed quantity survey.

Unit Prices shall include all of the Contractor's cost including materials, labor, surveying, office and field overhead, profit and related charges. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the Unit Prices named in the Bid Schedule for the various appurtenant items of work.

27. SUBMITTALS AND PROPOSED EQUIVALENTS

Definition of Terms:

- (a) "Shop Drawings" are drawings, diagrams, schedules and other data custom prepared by the Contractor or one of its subcontractors or suppliers to illustrate some portion of the Work.
- (b) "Product Data" are catalogue pages, brochures, schedules, performance charts, diagrams, instructions and other information which have been highlighted or marked and certified (if required in the Technical Specifications) by the Contractor to indicate the specific items, including options, that are being submitted for some portion of the work.
- (c) A "Proposed Equivalent" is an item proposed for use by the Contractor in lieu of the first specified item and warranted by the Contractor as being at least equal in quality, utility, function and appearance to the first specified item. The Contractor shall assume all costs and be fully and solely responsible for the Proposed Equivalent.
- (d) "Favorable Review" by the Engineer means that based on information submitted by the Contractor and in consideration of the Contractor's warranty required by Section 13 of the General Conditions, the Contractor may provide the Favorably Reviewed item or work subject to the limitations in General Conditions, the General Requirements of Division 1, and the Engineer's review comments.
- (e) The term "first specified item" or "first named maker" refers to the first product identified in the Specifications by a model number or trade name and/or by a maker's name for a specified item.

When the first specified item is followed by a second maker's name and "or equal," the Contractor may submit Proposed Equivalent items for the Engineer's review. Proposed Equivalent items that are in the Engineer's judgment equal to the first specified item in quality, utility, and appearance, will be Favorably Reviewed. Where a product description and first maker's name is followed by "or equal" with no second maker's name, it means the specifier knows of no equivalent product and the Contractor may submit Proposed Equivalent products by other makers for review. Where the term "or equal" is omitted, it means that the named item is required to meet the Owner's needs; no products or makers other than those specified will be considered.

Proposed equivalent items must be submitted as required for Product Data submittals and shall include adequate technical information to fully describe the function and quality of the item.

Submittals of Proposed Equivalent items that are not made within thirty-five (35) days of the Notice to Proceed will be rejected unless the Engineer has agreed in writing to a later submittal date and the Contractor agrees to comply with all conditions of the Engineer for the late submittal. If the Contractor's second attempt to obtain Favorable Review of a Proposed Equivalent item is unsuccessful, the Contractor shall submit the first specified item.

Inclusion of a second maker's name indicates the maker is acceptable but does not necessarily indicate the maker offers a standard product equal to the first specified item.

Items by the second named maker are subject to the same conditions of review and compatibility as other Proposed Equivalent items.

Inclusion of a maker's name and/or model number after a specification description is not a representation that the maker will furnish an item meeting the Contract requirements at bid time or at time of need. It is the Contractor's sole responsibility to furnish items meeting the Contract requirements.

Where items are specified with a description followed by a maker's name and trade name or model number, the item shall be provided with all of the custom modifications, special features, accessories and options described even though such things may not normally be included by the maker or provider as part of the model specified. Where there is a conflict between the written description of an item and maker's trade name and/or model number, the written description shall take precedence.

The design is based on first specified items including all described custom modifications, special features, accessories and options as made by the first named maker. The Contractor shall be responsible for all cost including redesign required to accommodate a Proposed Equivalent item including items by the second named maker.

The Engineer's review of Proposed Equivalent items is based solely on information provided by the Contractor and on the Contractor's warranty that the proposed item is at least equal in quality, utility, function and appearance to the first specified item. Favorable Review of a Proposed Equivalent item has the same meaning and is subject to the same limitations that apply to the Favorable Review of Product Data and Shop Drawings described in this Section.

The Contractor shall make required submittals including Shop Drawings, Product Data, Samples and Proposed Equivalent items in time to allow for the Engineer's review and resubmittal, if required, without causing delay to the Work. The Contractor and appropriate subcontractor shall review, stamp, date and sign submittals before sending them to the Engineer. By making such a submittal, the Contractor makes the following warranty and shall include that warranty statement on its letter of transmittal.

The Contractor warrants:

1. Work or items submitted are complete, accurate and meet the requirements of the Contract Documents, or else any deviations are identified and described in a separate letter accompanying the submittal form.

2. Work or items submitted have been coordinated with and meet the requirements of other submittals, field conditions and the Work as a whole and quantities and dimensions are correct.
3. Proposed Equivalent items are at least equal in quality, utility and appearance to the first specified item, or else any deviations are identified in a separate letter accompanying the submittal form.
4. Adjustments to other work required to accommodate Proposed Equivalent items including second named items have been delineated on the submittal and will be made at the Contractor's expense.
5. This submittal includes all items needed for a particular specification section or assembly for which submittals are required.

The Engineer's review of the Contractor's submittals is done solely for the Engineer's and Owner's benefit. The Contractor agrees that the Engineer has no duty to the Contractor or any of its subcontractors or suppliers for the accuracy, completeness or adequacy of the Engineer's review of its submittals.

The Engineer's review of submittals is for compliance with the design intent and requirements of the Contract Documents and is based solely on information provided by the Contractor and on the Contractor's warranty that the work or items submitted meet the requirements of the Contract Documents, and the Work as a whole. If later information reveals that work or items submitted or furnished do not meet the requirements of the Contract Documents or the Work as a whole, the Engineer's Favorable Review shall be void and the items or work shall be considered Defective. The Engineer's Favorable Review shall not include an examination of methods or means of construction or required safety precautions. The Engineer's Favorable Review: (1) shall not include a review of quantities or dimensions, (2) shall not relieve the Contractor from responsibility for errors or omissions in submittals, (3) shall not relieve the Contractor from responsibility for complying with the requirements of the Contract Documents, (4) shall not constitute a Change Order, and (5) shall not constitute final acceptance of a product, item or portion of the Work.

The Engineer's Favorable Review of submittals shall not relieve the Contractor from responsibility for deviations from the requirements of the Contract Documents unless the deviations are specifically called to the Engineer's attention, and the Engineer favorably reviews the specific deviations in writing.

The Engineer's Favorable Review of a re-submittal does not include a review of changes made by the Contractor to a previous submittal that were not requested by the Engineer unless the Contractor specifically calls the Engineer's attention to the non-requested changes.

Where performance type specifications are used or where pre-engineered or Contractor designed systems, elements, equipment or components are called for, the Owner, the Design Engineer and the Engineer shall have the right to rely on the Contractor's design. Favorable Review of the Contractor's design submittal shall be limited to acknowledgment that the design was prepared with the intent of meeting the specified performance criteria, but the Engineer's review shall not

constitute a review of the design itself, of the designer's calculations, or of the effectiveness of the design in actually satisfying the specified criteria.

The Contractor shall allow thirty (30) days for the Engineer's review of each submittal and thirty (30) days for each resubmittal unless a different period is specified by the Engineer in writing. If the Engineer requests additional information or clarification of a submittal, the thirty (30) days shall be measured from the date the additional information or clarification is received. If the Contractor requires more than two submittals to obtain the Engineer's Favorable Review, the Contractor shall compensate the Owner for the cost of the Engineer's additional review time. The Contractor shall not perform work for which reviewed submittals are required without obtaining Favorable Review of submittals.

Submittals required for the Owner's or Engineer's information and on which the Engineer shall not be expected to take responsive action are identified in the Contract Documents.

General Specifications

1. COORDINATION OF WORK AND WORK RESTRICTIONS

1.1. Preconstruction Conference

The Engineer or Owner will schedule a conference within five (5) days after the Notice of Contract Award letter has been issued to the Contractor. The Contractor's Representative and subcontractor representatives shall attend.

At the preconstruction conference the Contractor shall submit to the Engineer:

1. Construction plan and schedule for the project. Construction schedule shall be a Critical Path Method (CPM) schedule with a maximum ten (10) day event length.
2. Proposed plan and layout for all temporary offices, sanitary facilities, storage buildings, and storage yards.
3. Proposed construction access roads and routes.
4. Schedule of Values for lump sum items of Bid Schedule (as required).

1.2. Progress Meetings

Meetings will be held weekly or as often as is deemed necessary by the Engineer. Representatives of the Contractor shall attend. The purpose of the meetings will be to discuss compliance with the schedule, progress, coordination, submittals, and job-related problems and changes.

1.3. Temporary Facilities and Utilities

Prior to starting work, the Contractor shall submit to the Engineer proposed plan and layout for all temporary offices, sanitary facilities, storage buildings, storage yards, access roads and routes, temporary water service and distribution, and temporary power service and distribution. Should the Contractor require space in addition to that available on-site, the Contractor shall make his own arrangements for storage of materials and equipment in locations within the construction area and shall provide the District a copy of the letter of authorization for storage from the property owner(s).

The Contractor shall provide and pay for all temporary utilities, including but not limited to electricity, water, gas, and telephone used on the project. The Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the work site where utility is necessary to perform the work. Upon completion of the Contract, the Contractor shall remove all temporary distribution systems.

The Contractor shall provide toilet and wash up facilities for his work force at the site of the work. Such facilities shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of temporary facilities and construction sites.

The Contractor shall provide for the protection of equipment and materials which deteriorate when exposed to moisture or ultraviolet light.

The Contractor shall provide all-weather parking for his workmen and the workmen employed by all subcontractors and suppliers providing work at the site.

The Contractor shall provide barricades, temporary fencing, handrails, shoring, and other devices required by law and as necessary to protect new construction and materials, and to protect all persons on the job site.

All facilities installed shall meet the requirements of all applicable codes.

1.4. Work Areas

The Contractor's work area shall be confined to the area immediately adjacent to the site of the work and within the fenced area of the Basin. Any staging and stockpile areas shall be delineated and provided to Engineer at the pre-construction conference.

1.5. Local Construction Traffic

Local construction traffic and haul routes shall be clearly identified and provided to Engineer at the pre-construction conference.

The Contractor shall preserve and protect all existing private or project access or right-of-way roads. At the completion of work and prior to the Contractor leaving the project, he shall restore all such roads to pre-project conditions.

All access roads shall be maintained, i.e. grading and/or sweeping, during project construction periods.

1.6. Access to the Work Area

The Contractor shall conduct his construction activities so as not to interfere with the local business or school activities in the vicinity of the work.

The Contractor shall provide continuous access, at all times, to all residences, buildings, schools, businesses, and local traffic affected by the construction of the project. Convenient and suitable crossings for access to side roads shall be provided and maintained by the Contractor. The Contractor shall provide a plan for providing reasonable access to the Engineer at the preconstruction conference. At any and all points along the work where the nature of construction operations in progress, and the equipment and machinery in use, are of such character as to endanger passing traffic, the Contractor shall provide such lights and signs, erect such fences or barriers, and station such guards as may be necessary to give adequate warning and to avoid damage or injury to passing traffic. Signs, flags, lights, and other warning and safety devices shall conform to applicable City, County, and State requirements.

1.7. Construction Water Supply

The Contractor shall provide his own construction water supply and shall obtain whatever approvals and permits may be required by local, State or Federal regulations to access, divert and transport such supply.

1.8. Staging Areas

It is the intent of this Contract to utilize the fenced areas of the Basin adjacent to the work for staging, project administration buildings, and maintenance areas. By making the sites available to

the Contractor, the District, and any other person or agency connected with the properties shall in no way be responsible or liable for any activity of the Contractor, subcontractors, or any individual or organization connected with the project.

The Contractor shall be responsible for furnishing all labor, equipment, supplies, and materials necessary to perform all operations required for establishing, maintaining, and providing security of the staging areas for the duration of the project.

Temporary fencing shall be installed as needed to secure the property for the duration of construction. Drawings shall be furnished to the property owner for approval prior to the installation of temporary security fencing.

Security of equipment, materials, vehicles, and other contractor property are the sole responsibility of the contractor. The contractor shall be aware that vandalism has been an issue at the site.

The Contractor may provide alternate sites for staging areas. If alternative sites are to be used, they must be near the project and the Contractor must make all arrangements for their use at his own expense and in accordance with all local, State and Federal regulations. Contractor shall provide written approval for use of alternate staging areas upon request of Engineer.

1.9. Restoration of Construction Area

Temporary construction areas shall be restored to the same condition they were in prior to the beginning of any work. The Contractor shall not remove any soil or material from such areas, shall not bury any foreign materials thereon, and shall rip and regrade, if so directed by the Engineer, such areas after associated construction is completed to remedy any compaction which may have resulted from such construction activities.

All staging areas shall be restored to pre-project conditions, in accordance with the applicable provisions of this Contract or pursuant to appropriate agreements between the Contractor and the property owners for use of said staging areas.

1.10. Housekeeping and Cleanup

The Contractor shall keep the total construction area, structures, and access ways free of debris and obstructions at all times. Work will not be allowed in those areas that have unsatisfactory cleanup and housekeeping as determined by the District representative in charge. At least once each day, all areas shall be checked by the Contractor and, if necessary, corrected to comply with the above requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the cleanup personnel shall be available at the project site; each will be supplied with a distinctively marked hard hat, to be worn from the beginning to the end of the project.

2. INSURANCE REQUIREMENTS

Entities to be named as additional insured pursuant to Sections 5.2, 6.12, and 6.13 of the General Conditions and Section 3 of the Supplementary Conditions are as follows:

Entity	APN
To be provided following Project Award	

As described in Section 5.2, 6.12, and 6.13 of the General Conditions, and Section 3 of the Supplementary Conditions the Contractor shall procure and thereafter maintain during the entire period of his performance under this Contract the minimum insurance as stated in Section 3 of the Supplementary Conditions.

3. REGULATORY PERMITS & REQUIREMENTS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this Contract, they shall comply with all applicable Federal, State, and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.

Compliance with the provisions of this Section by subcontractors will be the responsibility of the Contractor.

Contractor shall review and ensure that all work in compliance with permits and approvals from the City of Montclair for the installation of the fence.

It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural. The Contractor shall confine his construction activities to areas defined by the Drawings and Specifications, and to areas to be cleared for any other operations, as indicated on the Drawings.

Except in areas marked on the Drawings to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority. Staging areas, access, and construction roads should be located in areas and in such a manner to preserve the existing species. Clearing shall be kept to the minimum to accomplish construction, and no clearing shall be done on the waterside of the levee. No ropes, cables, or guy wires shall be fastened to or attached to any existing nearby trees unless specifically authorized by the Engineer.

Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense.

3.1. Historical Landmarks and Archaeological Finds

If Contractor uncovers any archaeological artifacts or human remains during the course of the work, all earthmoving activities shall cease until the County coroner or a qualified archeologist is retained by the District and the findings are evaluated. The District shall also notify the USACE Archeology Staff within 24 hours (Danielle Storey at 213-452-3855 OR Meg McDonald at 213-452-3849). If human remains are encountered, excavation or disturbance of the location must be

halted in the vicinity of the find, and the County coroner contacted. If the coroner determines the remains are Native American, the coroner will contact the Native American Heritage Commission. The Native American Heritage Commission will identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations regarding the treatment of the remains with appropriate dignity. The costs of professional services shall be borne by the District.

3.2. Protection of Water Resources

The Contractor shall not pollute streams with soil, fuels, oils, bitumens, calcium chloride, acid, or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers and streams. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oil greases, bituminous materials, waste washing, herbicides and insecticides, and cement and surface drainage from entering public waters.

Disposal of any materials, wastes, effluent, trash, garbage, soil, grease, chemicals, etc., in areas adjacent to streams shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

The Contractor shall clearly mark the limits of the workspace with flagging or similar means to ensure mechanized equipment does not enter preserved waters of the U.S. and riparian wetland/habitat areas as delineated by qualified biologist provided by District.

3.3. Protection of Fish and Wildlife

This project is subject to the California Endangered Species Act (Fish and Game Code Section 2050) and the Contractor shall comply with all provisions contained therein.

The Contractor shall not remove vegetation from the project site from March 15 to September 15 unless a qualified biologist, provided by Owner, has conducted a survey of all potential nesting vegetation within the project site for nesting birds, prior to project activities (including construction and/or site preparation). If no nesting birds are observed, project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 200 feet (500 feet for Least Bell's vireo, willow flycatcher, Southwestern willow flycatcher, and/or raptors) in all directions, and this area shall not be disturbed until after September 15 and until the nest becomes inactive. If threatened or endangered species are observed in the area, no work shall occur during the breeding season (March 15 through September 15) to avoid direct or indirect (noise) take of listed species.

The Contractor shall comply with Sections 3500, 3503, 3503.5 and 3513 of the Fish and Game Code, which address protection of migratory game birds, birds of prey, and migratory birds on the Federal List (50 CFR 10.13).

The Contractor shall not allow water containing mud, silt or other pollutants from grading, aggregate washing , or other activities to enter a lake or flowing stream or be placed in locations that may be subjected to high storm flows.

All straw Wattles and/or hay bales used for erosion/sediment control shall not contain nonnative plant materials.

The Contractor shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws.

Spoil sites shall not be located within a stream/lake or locations that may be subjected to high storm flows, where spoil shall be washed back into a stream/lake, or where it will impact streambed habitat, aquatic or riparian vegetation.

Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, refuse, bark, sawdust, solid or liquid wastes, or any other substances which could be hazardous to fish and wildlife resources, resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the state. These materials, placed within or where they may enter a stream/lake, shall be removed immediately.

No broken concrete, debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.

No equipment maintenance shall be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter these areas under any flow.

3.4. Protection of Air Quality

Air pollution restrictions applicable to this project are as follows:

1. Material may not be burned within the Contract area, at any time within the Contract period.
2. The Contractor will be required to maintain all excavations, compacted embankments, stockpiles, haul roads, access roads, plant sites, waste areas, borrow sources, and all other work areas within or without the project boundaries free from dust which would cause the local standard for air pollution to be exceeded or which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at least twice daily or at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. The Contractor's attention is particularly drawn to the proximity of public roadways and residential areas and the special importance of effective dust control.
3. Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).

4. Trackout will be immediately removed when it extends fifty (50) feet or more from the site and at the end of each workday.
5. Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, Sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.

3.5. Best Management Practices Regarding the Use of Hazardous Materials

Dredged or excavated material shall not be stockpiled for over one week within waters of the United States.

Motorized equipment shall not be maintained or parked in or near any stream crossing, channel, or lake margin in such manner that petroleum products or other pollutants from the equipment might enter these areas under any flow conditions. Vehicles shall not be driven, or equipment operated on-site in waters of the State onsite, except as necessary to complete the proposed Project.

The Contractor shall implement all discharge avoidance BMPs included with the Project application.

Effective perimeter control BMPs shall be in place at all times to control the discharge of pollutants from the Project site during construction. Construction waste shall be contained and protected against wind and exposure to storm water at all times, unless being actively handled. Chemical, fuel, and lubricant containers shall be kept closed and protected from damage or upset at all times, unless being actively used. Dirt and landscaping material stockpiles shall have effective erosion control BMPs in place to prevent their transport in storm water or directly into the channel and shall not be located in any waters of the State or of the United States. Discharges of wastewater from the Project site are prohibited.

All construction materials with the potential to pollute runoff will be handled and delivered with care and stored under cover and/or surrounded by berms when rain is forecast or during wet weather.

An effort will be made to store only enough of a product necessary to complete the work.

Materials, fuels, liquids and lubricants, and equipment supplies stored onsite will be stored in a neat, orderly manner, in their appropriate containers, with the original manufacturer's label and, if possible, in an enclosure.

Any hazardous materials will be stored and labeled according to local, state, and federal regulations. If drums must be stored without overhead cover, they will be stored at a slight angle to reduce corrosion and ponding of rainwater on the lids.

Substances will not be mixed with one another unless recommended by the manufacturer. Manufacturer's recommendations for proper use and disposal of a product will be followed.

Whenever possible, all of a product will be used up before disposal of its container. If surplus product must be disposed of, the manufacturers or the local and State recommended methods for proper disposal will be followed.

3.6. Reduce the Potential for Fire

Smoking will be permitted only in designated smoking areas or within the cabs of vehicles or equipment.

Every fuel truck will carry a large fire extinguisher with a minimum rating of 40 B:C, and all flammable materials will be removed from equipment parking and storage areas.

3.7. Environmental Training

Prior to construction, Contractor will be provided with the specific protective measures to follow during implementation of the Project. If required, a qualified biologist will provide the construction crew with information on the protected species potentially found in the Project vicinity, the protection afforded the species by the Federal Endangered Species Act and California Endangered Species Act, and guidance on those specific protection measures that must be implemented as part of the Project.

4. SPECIAL PROJECT PROCEDURES

4.1. Encroachment Permit

The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the rights-of-way involved until notified by the Engineer that the District has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same.

4.2. Environmental Litigation

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Engineer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this Contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the Engineer in the administration of this Contract under the terms of the "Suspension of Work," Section 15 of the General Conditions. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that Section, subject to all the provisions thereof.

The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the District has not duly considered, either substantively or procedurally, the effect of the work on the environment.

4.3. Salvage Materials and Equipment

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the District, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

4.4. Subcontractors

At the Engineer's discretion, subcontractors may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the District's interests. The re-subletting of work by a subcontractor shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work which he is to perform and shall meet any other experience requirements of the Specifications.

A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Engineer upon the Engineer's request. Each subcontract shall contain a reference to the Agreement between the District and the Contractor, and the terms of that Agreement shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Engineer, if, in the Engineer's opinion, the subcontractor fails to comply with the requirements of the prime Contract insofar as the same may be applicable to this work.

The Contractor shall be responsible to the District and the Engineer for the acts and omissions of his subcontractor and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Section shall create any contractual relationship between any subcontractor and the District or the Engineer, or relieve the Contractor of any liability or obligation under the prime Contract.

4.5. Non-Contract Work

The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of-way without prior approval of the Engineer.

4.6. Control of Water

The Contractor shall be responsible for dewatering and control of water as may be required to achieve acceptable embankment and structure foundation and to safely and satisfactorily construct the improvements.

4.7. Surface and Subsurface Conditions

It is the Contractor's responsibility to become acquainted and satisfied as to the character, quality, and quantity of surface and subsurface materials to be encountered, by inspecting the site and by evaluating information derived from exploratory work that may have been accomplished by others or included in these Contract Documents. Any failure by the Contractor to become acquainted with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

The submission of a Bid shall be conclusive evidence that the Bidder has reviewed the site conditions, and is satisfied as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.

Prior to Bid submittal, the Contractor may make his own subsurface investigations to satisfy himself regarding site and subsurface conditions but only after he has received necessary clearance from the District.

4.8. Physical Data

Data and information furnished or referred to herein is for the Contractor's information.

The District shall not be responsible for any interpretation of, or conclusion drawn from, the data or information by the Contractor.

The indications of physical conditions on the Drawings and in the Specifications are the result of site investigations.

The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau Office.

The Contractor shall make his own investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against the District or extension of time for completion of the work.

5. SPECIFICATIONS AND DRAWINGS

The work shall conform to the following Contract, Drawings and maps, all of which form a part of these Specifications and are available in the Office of Wagner & Bonsignore, Consulting Civil Engineers, A Corporation, located at 2151 River Plaza Drive, Suite 100, Sacramento, California 95833 and at the Chino Basin Water Conservation District office, located at 4594 San Bernardino Street, Montclair, CA 91763.

Omissions from the Drawings or Specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

The Contractor shall check all Drawings furnished to him immediately upon their receipt and shall promptly notify the Engineer of any discrepancies. Figures marked on Drawings shall in general be followed in preference to scale measurements. Large scale Drawings shall in general govern over small-scale Drawings. The Contractor shall compare all Drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

The Contractor shall keep on the work site a copy of the Drawings and Specifications and shall at all times give the Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy in the figures, in the Drawings, or in the Specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

Wherever in the Specifications or upon the Drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Engineer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Engineer, unless otherwise expressly stated.

Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Drawings accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

6. MEASUREMENTS

Measurement of the completed work shall be in accordance with, and by instruments and devices calibrated to the United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Drawings, Specifications, General Requirements, and Supplementary Conditions.

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

6.1. Weighmaster Certificates

Copies of weigh bills or delivery tickets shall be dated and signed by the authorized weighmaster during that day and shift and shall be submitted to the Engineer or designated representative, during the progress of the work. The Contractor shall furnish the Engineer or designated representative scale tickets for each load of material weighed; these tickets shall include tare weight, identification mark of each vehicle or vessel weighed, date, time, and location of loading. Tickets shall be furnished at the point and time individual loads arrive at the work site. Delivery tickets or

weigh bills not conforming to these requirements will not be accepted for measurement and payment and will be deducted from any invoice submitted for payment.

6.2. Certified Weights

6.2.1. Scale Weight Measurement

For materials delivered by land hauling unit, measurements will be based on certified scale weight and measuring devices sealed and approved by the California Department of Food and Agriculture, Division of Measurement Standards, or its designated representative.

Scales used for measurement shall conform to the requirements for such devices as provided in Caltrans Standard Specifications Section 9-1.01, and shall, at the option of the Contractor, be either public scales or approved scales provided by the Contractor. Vehicles used for hauling materials shall be weighed empty daily, and each shall bear a plainly legible identification mark. Duplicate identification marks from different haulers is not acceptable and may be cause for rejection and non-payment of the delivery. Scales shall be sealed by a representative of the State agency referred to above at the expense of the Contractor as often as the Engineer may deem necessary to ensure their accuracy.

Scales owned or operated by the Contractor shall conform to the following requirements.

1. The Contractor shall be certified and bonded as a licensed weighmaster in the State in which the work under this Contract is performed;
2. Any employee of the Contractor engaged in weighing materials under this Contract shall be deputized to perform such weighing, in accordance with the requirements of the aforementioned State agency; and
3. The Contractor shall verify the scale accuracy prior to weighing material for payment and then once a week thereafter. The scale accuracy verification requires weighing an empty truck on the nearest certified scale to determine the tare, loading the truck using the Contractor's scale, and re-weighing the truck on the same certified scale. The weight obtained from the Contractor's scale must be within one percent of the net weight obtained on the certified scale.

6.3. Methods of Measurement

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved or the descriptions of the Bid Items found in Section 5 of the Technical Specifications.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Engineer in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from the weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Full compensation for all expenses involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to perform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or placed outside the lines indicated on the Drawings or given by the Engineer; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensations will be allowed for hauling rejected materials.

Technical Specifications

1. SUMMARY OF WORK

The Contractor shall furnish, in accordance with the Specifications and Drawings, all labor, equipment and materials required for construction of all elements of the Brooks Basin, Fencing Project, Phase 1.

The work generally consists of the removal of the existing chain link fencing bordering the Brooks Basin; construction of a new iron and steel fencing along the same alignment.

2. PERMITTING

Permitting shall consist of work necessary to support the District in the application and receipt of permits from the City of Montclair necessary for the construction of the project. Work may consist of preparation additional information as required to supplement the Contract Drawings provided in the Contract Documents.

3. MOBILIZATION AND DEMOBILIZATION

Mobilization shall consist of preparatory work and operations including those necessary for, but not limited to, the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all facilities necessary for work on the project, and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various Contract items on the project site.

Demobilization shall consist of work and operations necessary to disband all mobilized items.

4. DEMOLITION

This work shall consist of removal of all existing fencing as required and designated for removal and replacement in the Drawings, as well as any natural and artificial objectionable material from and within the areas of construction and such other areas as designated. Any clearing and grubbing required shall be performed in advance of trenching, excavation, grading, material placement, and pipe placement operations.

4.1. Order of Work

The Contractor shall follow the order of work described in this Section. Wherever a reference is made to establishment or verification of lines, grades, or locations, such establishment or verification shall be made by, or under the direction of, a licensed surveyor provided by the Contractor and working at the Contractor's expense.

1. No clearing, grubbing, stripping or demolition shall commence until the limits for such work and the limits of the work area have been established by the Contractor and approved by the Engineer.
2. Following approval by the Engineer of the clearing limit, clearing, grubbing, stripping and demolition may proceed.
3. All clearing, grubbing, stripping and demolition within a work area shall be completed prior to initiation of construction.

4.2. Demolition

After Engineer's inspection and approval of stripping areas, demolition may proceed. All existing fencing, including line posts, gates and concrete footings designated for removal and replacement as shown on the Drawings or as otherwise directed by the Engineer, shall be demolished and shall be removed from the project site by the Contractor.

At the direction of the District, certain concrete footings that may be left in the ground. In this scenario the line posts would be cut flush to the footing and filled with concrete. These posts shall be identified in the field by District during the pre-bidding site inspection.

All voids left by the removal of the concrete footing shall be filled with on-site soil.

4.3. Disposal of Material

All organic material resulting from clearing, grubbing, and stripping shall be placed in the area as directed by Engineer. Prior to completion of work, stockpiles shall be spread or graded to a reasonably smooth appearance as directed by Engineer. All other unsuitable excavated material as described in these Technical Specifications, as well as existing fencing, pipe, structures, well equipment and other items designated for removal and disposal, shall be removed from the project site by the Contractor. Such materials shall be removed from the project area before the date of completion of the work under the Specifications.

Under no circumstances shall any materials removed by the Contractor be buried or burned within the project work areas or disposed of by dumping in the waterways.

5. FENCING

5.1. Materials

5.1.1. Iron and Steel fencing

1. Iron and steel fence shall be 8 foot-tall iron fencing with 1" x 1" vertical 11 ga. steel pickets, approximately 3-1/2" on-center.
2. The top of the fence shall have 1" x 1" curved top security pickets 24" in length, using 11 ga. steel.
3. Line posts and pedestrian gate posts shall be 3" x 3", 11 ga. steel.
4. Double iron gate posts shall be 1/4" ga. steel, 6" x 6".
5. Concrete shall be rated at a strength of at least 4,500 psi.
6. Each panel shall have (2) 2" x 2" top rails and (1) 2" x 2" bottom rail, 14 ga. steel.
7. All panels shall be 8 ft. maximum length as measured from line post to line post.
8. Fencing shall be powder coated with black paint.
9. All panels and gates shall be fitted with 1/2 inch x 13 ga. expanded metal backing, welded to a steel plate frame and attached to the fence panels from the interior side.
10. Expanded metal shall be powder coated with black paint prior to attachment to fence panels.
11. Expanded metal shall be welded to steel plate framed along full perimeter of panel. The frame shall be 1-inch wide 1/4 inch steel plate, welded at each corner connection.

12. Sheet metal screws with a Torx head style, shall be placed approximately every 10-12 inches. Sheet metal screws shall be set into the appropriate 1" square metal picket.
13. Gates shall be provided with:
 - a. Cylinder hinges with Zert grease fittings.
 - b. Diagonally oriented tension adjusted cables.
 - c. 1 inch diameter solid steel gate driveway cane bolts.
 - d. Double padlock covered by fabricated padlock protection box.
 - e. Approximate 6 inch x 6 inch steel framed portals for chain lock gates.

5.1.2. Welded Wire Mesh Fencing

1. Fence shall be 8 foot-tall, galvanized V-bend welded wire mesh panels. Welded wire mesh shall be in a rectangular pattern, 2" x 6" x 6 Ga. (0.192") steel with 4 V-bends per vertical length of fence, or as approved by Engineer. Vertical wires shall overhand top and bottom wires by 1". Panels shall be hot-dipped galvanized after fabrication.
2. Line posts shall be 3" x 3", 14 ga. galvanized tubular steel posts.
3. Wire mesh panel clamps/brackets for attachment to posts shall be as specified by manufacturer and shall conform to circular post and panel.
4. Welded wire mesh gate posts shall be 4" x 4", 14 ga.
5. Concrete shall be rated at a strength of at least 4,500 psi.
6. All panels shall be approximately 8 ft. on-center from line post to line post.
7. All panels and gates shall be fitted with ½ inch x 13 ga. expanded metal backing, welded to a steel plate frame and attached to the fence panels from the interior side.
8. Expanded metal shall be powder coated with black paint prior to attachment to fence panels.
9. Expanded metal shall be welded to steel plate framed along full perimeter of panel. The frame shall be 1-inch wide ¼ inch steel plate, welded at each corner connection.
10. Gates shall be provided with:
 - a. Cylinder hinges with Zert grease fittings.
 - b. Diagonally oriented tension adjusted cables.
 - c. 1 inch diameter solid steel gate driveway cane bolts.
 - d. Double padlock covered by fabricated padlock protection box.
 - e. Approximate 6 inch x 6 inch steel framed portals for chain lock gates.

5.1.3. Submittals

Contractor shall submit the following for Engineer review and approval:

1. Shop Drawings and Product Data for iron fence panels and installation hardware.
2. Shop Drawings and Product Data for welded wire fence panels and installation hardware.
3. Shop Drawings and Product Data for gates and installation hardware.
4. Shop Drawings and Product Data for expanded metal backing and installation hardware.

5.2. Installation

5.2.1. Brooks Street

Connect new ornamental iron fencing to the existing ornamental iron fencing at the northeast corner, Brooks St., and Kimberly Ave. At this corner, install line post next to existing steel line post with a gap not exceeding 2 inches between posts.

At the northwest corner, set steel line post with a gap not exceeding 2 inches next to the Carousel HOA's CMU block wall.

All paint scars shall be painted over with an outdoor exterior rated primer and two coats of an outdoor rated black exterior finish.

Install one pedestrian walk-in gate, 4' wide x 8' tall. The gate will use the same specifications as the panels relating to pickets and spacing. The gate will be required to match the panels. Locate gate approximately 80 ft. east of existing residential housing track block wall, in line with the existing water backflow device on the south side of the fence. The locking mechanism for the gate shall be a security padlock covered hood design to prevent bolt cutters or grinders access to the padlock. Expanded metal mesh backing shall be fitted from the bottom of the lower top rail to the top of the bottom rail.

5.2.2. Silicon Avenue

At the northwest corner, install new ornamental iron fencing panel to the Carousel HOA's CMU block wall. This panel is 4' wide x 8' tall. The top of the panel shall have 1" x 1" curved top security pickets 24" in length, using 14 ga. steel. The line post - CMU block wall gap shall not exceed 2 inches.

Install 20 ft. wide x 8 ft. tall double iron gate. The gate will use the same specifications as the panels relating to pickets and spacing. The gate will be required to match the panels. One inch diameter cane bolts shall be located at the bottom and welded to each gate panel. On the interior side of the gate, weld 1" black powder coated expanded metal to both panels as additional security. The expanded metal dimensions for the Silicon Ave. drive in gates shall be approximately 6' tall x 20' (in sections) wide, fitted from the bottom of the lower top rail to the top of the bottom rail. The locking mechanism for the gate shall be a security padlock covered hood design to prevent bolt cutters or grinders access to the padlock. Additionally, each gate panel will be built with a 6" x 6" framed portal to allow a chain to pass through for additional security. These two portals will be approximately 4' from the bottom rail of the gate. The chain and lock framing portal shall require using 2" x 2" 14 ga. steel tubing.

All paint scars shall be painted over with an outdoor exterior rated primer and two coats of an outdoor rated black exterior finish.

5.2.3. Southwest Corner and Inside of Brooks Basin

Install galvanized welded wire mesh style fencing as shown on Drawings or as directed. Connect to existing chain-link fencing.

Install (1) welded mesh 16' wide x 8' tall double gate 10 ft. from CMU block wall. Install a welded mesh panel to lie perpendicular to CMU block wall to gate. Post separation/distance shall not exceed 2 inches from the CMU block wall.

On the interior side of the welded mesh fencing and gate panel, weld ½ inch black powder coated expanded metal to all panels. Attachment of the expanded metal shall be framed on both top and bottom and sides by a 1" wide ¼" metal frame. The metal frame shall be attached with metal screws/bolts, washers and nuts, approximately every 10-12 inches. Once attached, these nuts and bolts shall be 'disfigured' with a welding torch to prevent their dis-assembly with wrenches and screwdrivers. The expanded metal shall be spot welded to the steel mesh for all the panels and gates. Spot welds shall occur every 10-12 inches shall be placed approximately every 10-12 inches.

All scars to galvanized and paint surfaces shall be repaired with an outdoor exterior rated cold galvanizing compound or primer and two coats of an outdoor rated black exterior finish.

6. MEASUREMENT AND PAYMENT OF BID ITEMS

6.1. Permitting

The lump sum bid amount for Permitting will be computed on a percent completed basis in accordance with the cost breakdown provided in the Schedule of Values. Schedule of Values shall be provided prior to execution of work.

6.2. Mobilization and Demobilization

The lump sum bid for mobilization and demobilization will be computed as follows for progress payment purposes:

- When five (5) percent of the original Contract amount is earned, fifty (50) percent of the amount bid for mobilization, or five (5) percent of the original Contract amount, whichever is less, may be paid.
- When ten (10) percent of the original Contract amount is earned, seventy-five (75) percent of the amount bid for mobilization, or 7.5 percent of the original Contract amount, whichever is less, may be paid.
- When twenty (20) percent of the original Contract amount is earned, ninety-five (95) percent of the amount bid for mobilization, or 9.5 percent of the original Contract amount, whichever is less, may be paid.
- When fifty (50) percent of the original Contract amount is earned, one hundred (100) percent of the amount bid for mobilization, or ten (10) percent of the original Contract amount, whichever is less, may be paid.
- Upon completion of all work on the project, payment of any amount bid for mobilization in excess of ten (10) percent of the original Contract amount will be paid.

In the event the Engineer considers the actual cost for Mobilization does not bear a reasonable relation to the costs of the work in the Contract, the Engineer may require the Contractor to produce

cost data to justify this portion of the bid. Failure to justify such price to the Engineer's satisfaction will result in payment of actual mobilization costs, as determined by the Engineer, at the completion of mobilization, and payment of the remainder of this item in the final payment under this Contract. The determination of the Engineer is final and not subject to appeal.

6.3. Demolition

The lump sum bid amount for Demolition will be computed on a percent completed basis in accordance with the cost breakdown provided in the Schedule of Values.

6.4. Iron and Steel Fencing

The unit quantity of Iron and Steel Fencing will be measured for payment by the linear foot of fencing installed. Line fence posts shall not be measured or counted.

6.5. Welded Mesh Fencing

The unit quantity of Welded Mesh Fencing will be measured for payment by the linear foot of fencing installed. Line fence posts shall not be measured or counted. Unit price costs shall include all posts and attachment hardware as specified or required.

6.6. Double Iron Gate

The lump sum bid amount for materials and installation of the Double Iron Gate will be computed on a percent completed basis in accordance with the cost breakdown provided in the Schedule of Values. Lump sum cost shall include all posts and attachment hardware as specified or required.

6.7. Welded Wire Gate

The lump sum bid amount for materials and installation of the Welded Wire Gate will be computed on a percent completed basis in accordance with the cost breakdown provided in the Schedule of Values. Lump sum cost shall include all posts and attachment hardware as specified or required.

6.8. Single Iron Gate

The lump sum bid amount for materials and installation of the Single Iron Gate will be computed on a percent completed basis in accordance with the cost breakdown provided in the Schedule of Values. Lump sum cost shall include all posts and attachment hardware as specified or required.

CHINO BASIN WATER CONSERVATION DISTRICT

BROOKS BASIN FENCING PROJECT PHASE I

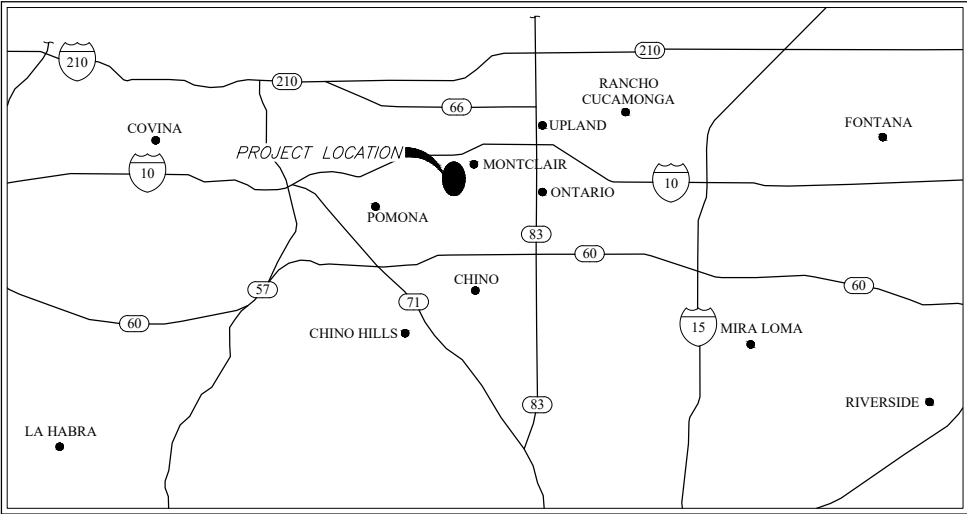
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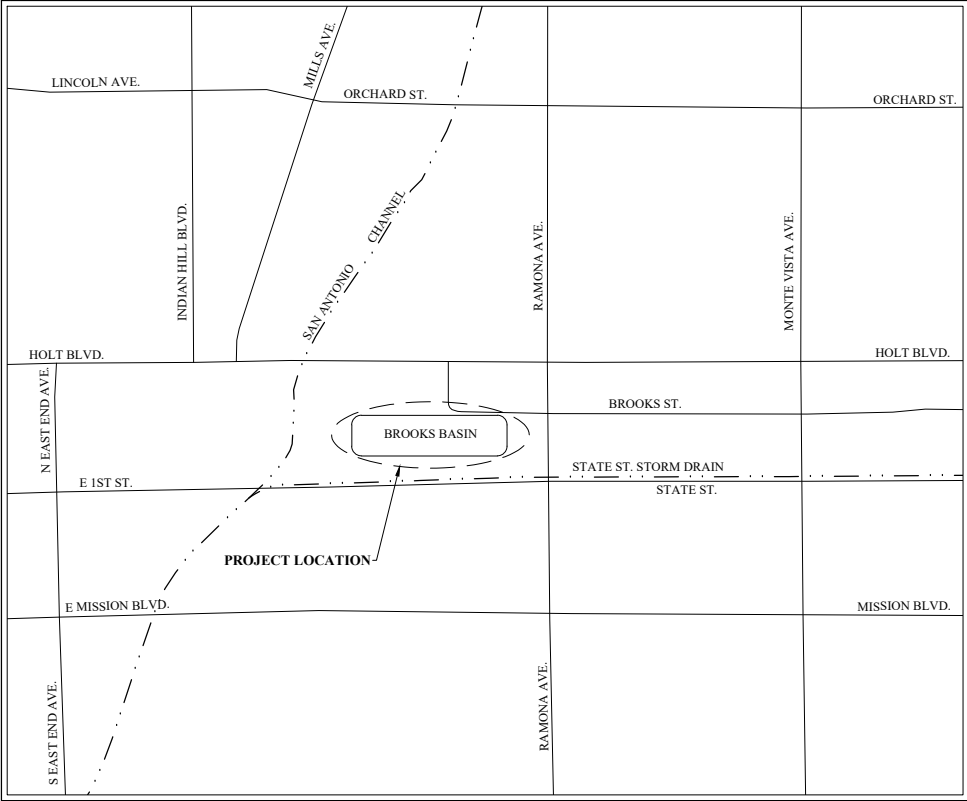
WAGNER & BONSIGNORE • CONSULTING CIVIL ENGINEER • A CORPORATION

2151 RIVER PLAZA DRIVE, STE 100 • SACRAMENTO, CALIFORNIA

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VICINITY MAP
NOT TO SCALE



PROJECT LOCATION MAP
NOT TO SCALE

GENERAL NOTES:

- 1) TOPOGRAPHY OF BROOKS BASIN AND VICINITY FROM ELECTRONIC COPY OF CHINO BASIN FACILITIES IMPROVEMENT PROJECT, RECHARGE BASIN IMPROVEMENTS AT BROOKS STREET BASIN SAN ANTONIO CREEK DIVERSION, PROJECT NO. WR02413, MAY 2003.
- 2) UTILITIES WHERE SHOWN ARE APPROXIMATE, BOTH IN LOCATION AND ELEVATION.
- 3) ENGINEER'S NOTICE TO CONTRACTOR: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENTS CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINE AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- 4) THE CONTRACTOR SHALL NOTIFY RESIDENTS AND BUSINESSES OF THE STATUS OF CONSTRUCTION 5 BUSINESS DAYS BEFORE WORK BEGINS.

CONTACT PERSONNEL

PROJECT PROPONENT:

CHINO BASIN WATER CONSERVATION DISTRICT
ELIZABETH SKRZAT, GENERAL MANAGER
4594 SAN BERNARDINO STREET
MONTCLAIR, CA 91763
909-267-3220

PREPARED BY:

WAGNER AND BONSIGNORE CONSULTING CIVIL ENGINEERS, A CORPORATION
2151 RIVER PLAZA DRIVE, SUITE 100
SACRAMENTO, CA 95833
916-441-6850



Know what's below.
Call 811 before you dig.

SHEET INDEX

<u>GENERAL</u>	<u>SHEET</u>
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PROJECT LOCATION MAP	2
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ABBREVIATIONS

APPROX	APPROXIMATE
CL	CENTERLINE
Ø	DIAMETER
ELEV	ELEVATION
(E)	EXISTING
EG	EXISTING GROUND
FG	FINISH GRADE
GALV	GALVANIZED
MIN	MINIMUM
NTS	NOT TO SCALE
TYP	TYPICAL

PRELIMINARY
NOT FOR CONSTRUCTION

Designed By	D.P. LOUNSBURY
Drawn By	P. INTHARATH
Checked By	R.C. WAGNER
Approved By	—
Date	OCTOBER 2023

Wagner & Bonsignore
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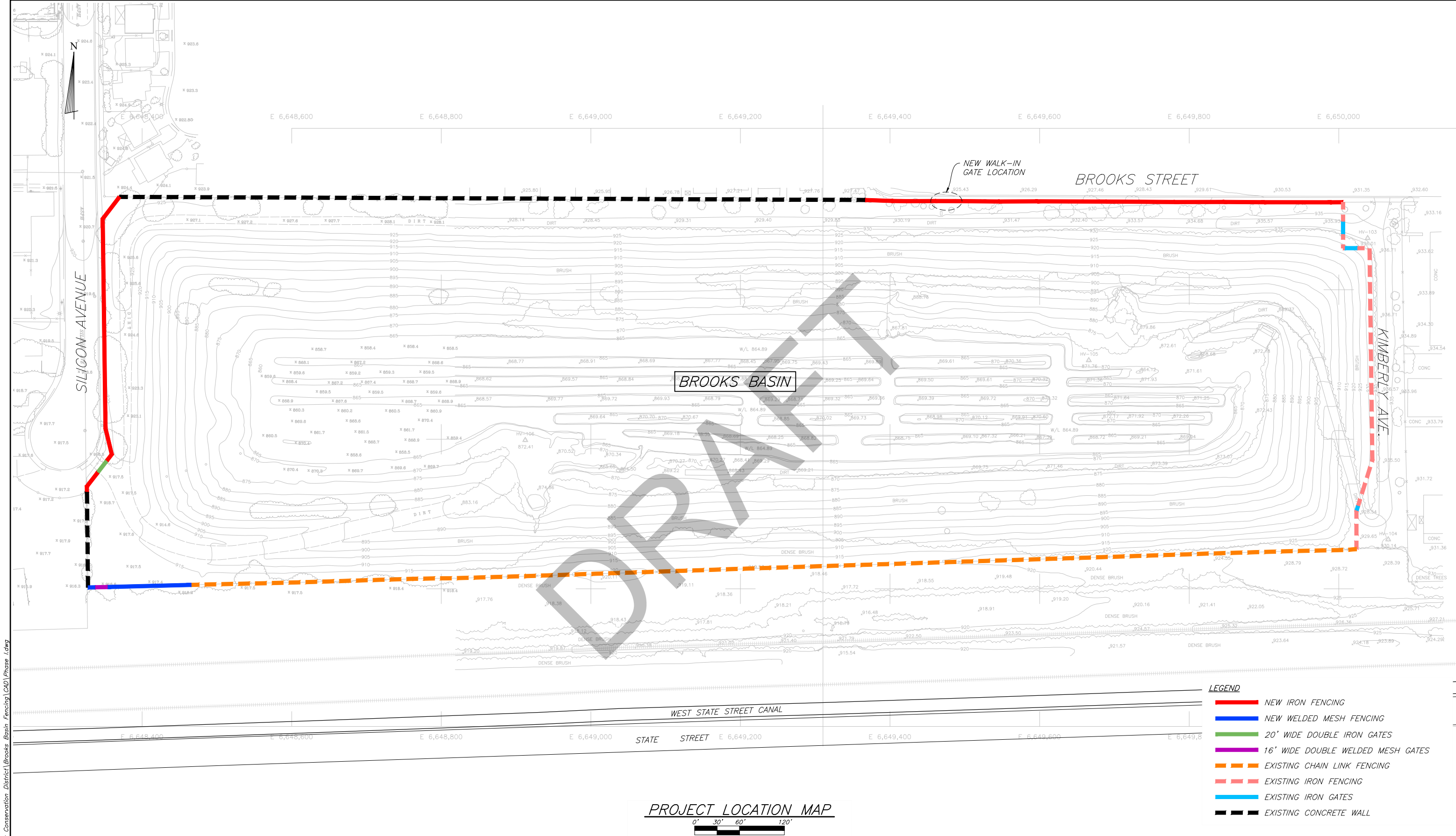


CHINO BASIN WATER CONSERVATION DISTRICT
BROOKS BASIN FENCING PROJECT
PHASE I

LOCATION MAP, VICINITY MAP, AND SHEET INDEX

200

SHEET
1
OF
3
SHEETS



- LEGEND**
- NEW IRON FENCING
 - NEW WELDED MESH FENCING
 - 20' WIDE DOUBLE IRON GATES
 - 16' WIDE DOUBLE WELDED MESH GATES
 - EXISTING CHAIN LINK FENCING
 - EXISTING IRON FENCING
 - EXISTING IRON GATES
 - EXISTING CONCRETE WALL

PROJECT LOCATION MAP

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REVISIONS			
REF	DESCRIPTION	APVD	DATE

PRELIMINARY
NOT FOR CONSTRUCTION

Designed By
D.P. LOUNSBURY

Drawn By
P. INTHARATH

Checked By
R.C. WAGNER

Approved By
—

Date
OCTOBER 2023

Wagner & Bonsignore
Consulting Civil Engineers, A Corporation

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Ph: 916-441-6850
Fx: 916-779-3120

REGISTERED PROFESSIONAL ENGINEER
DAVID P. LOUNSBURY
No. 41779
CIVIL
STATE OF CALIFORNIA

DRAFT

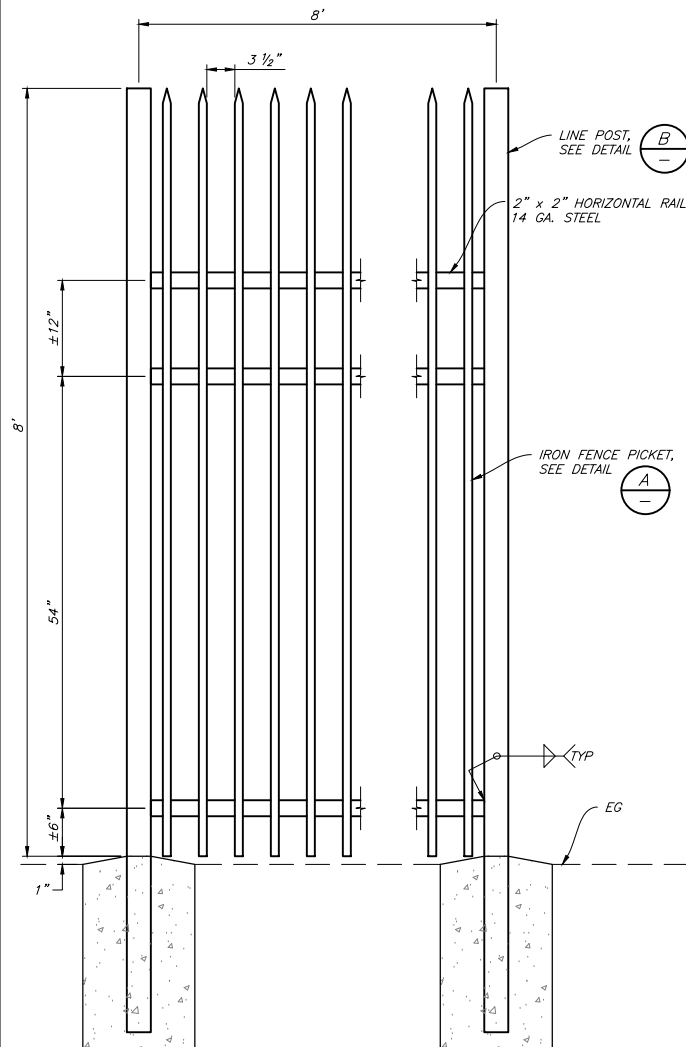
CHINO BASIN WATER CONSERVATION DISTRICT

BROOKS BASIN FENCING PROJECT
PHASE I

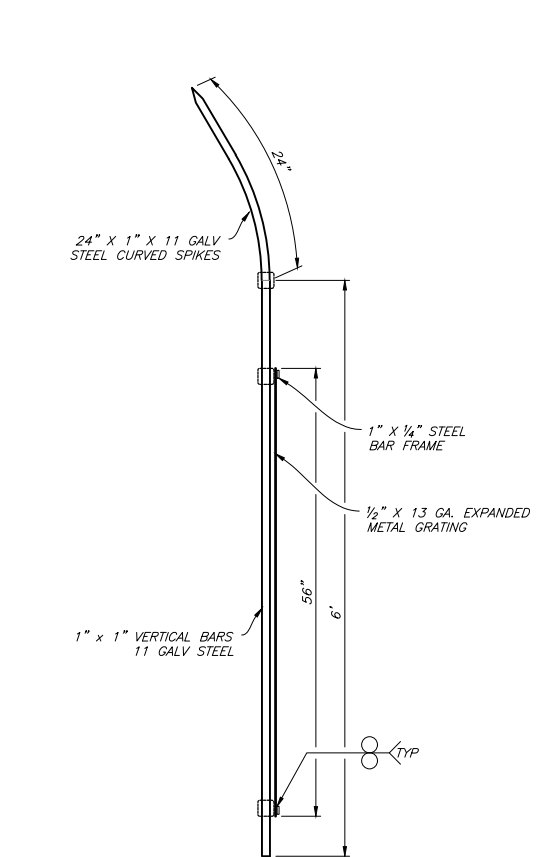
PROJECT LOCATION MAP

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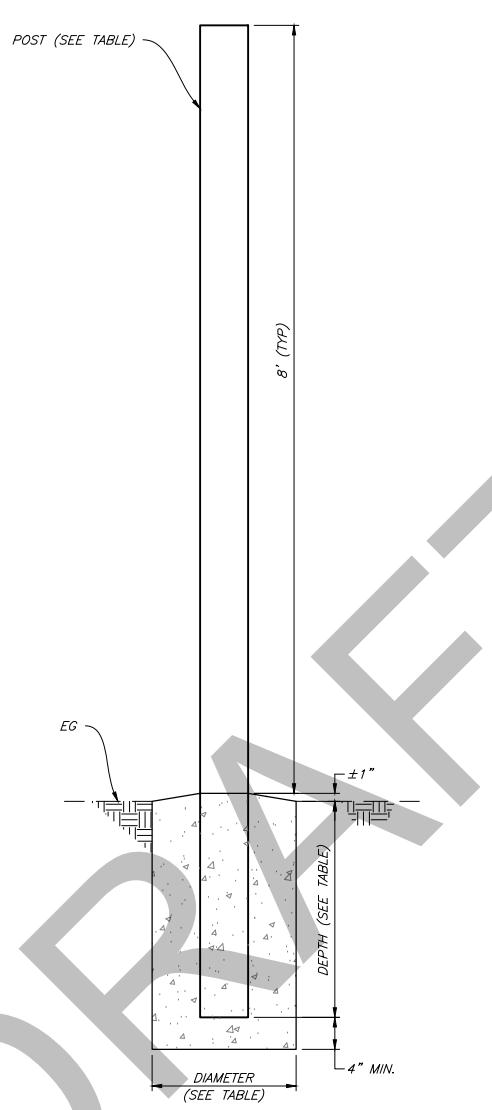
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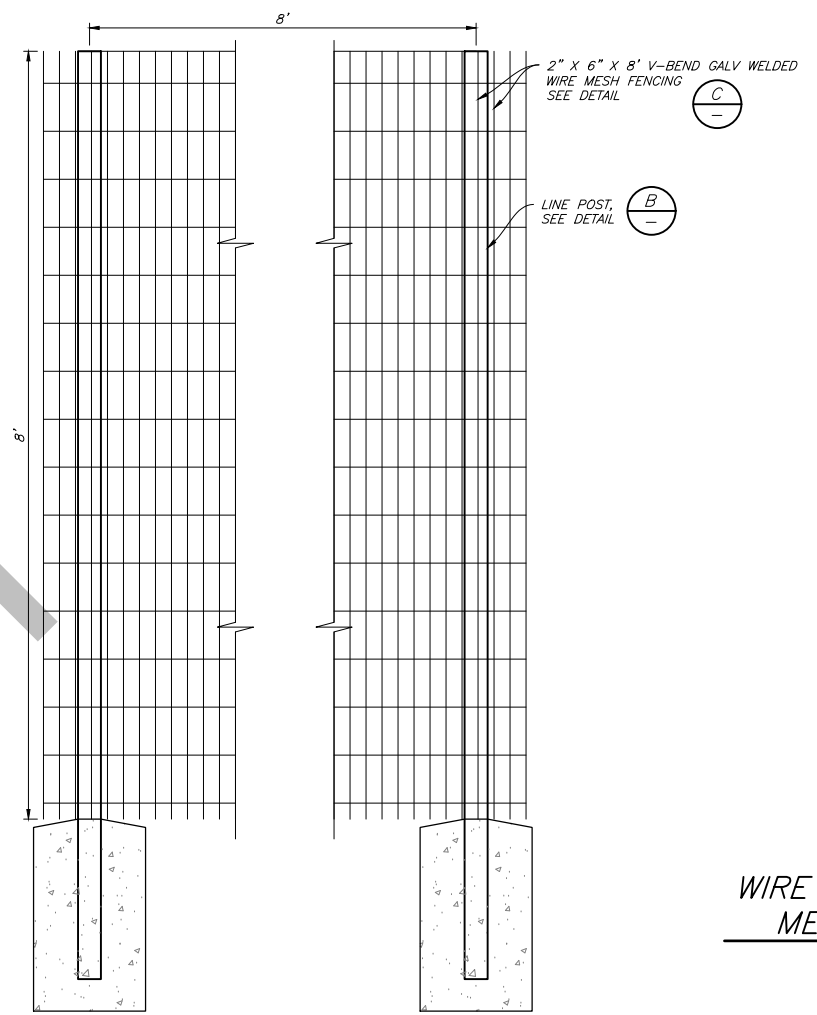
IRON FENCE
NTS



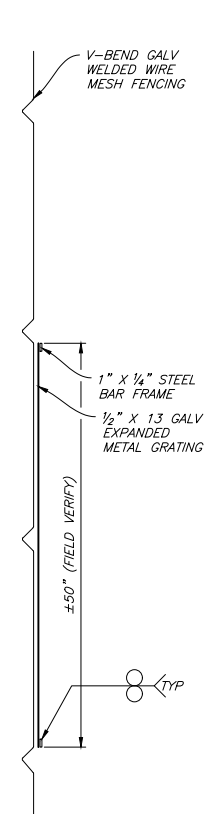
IRON FENCE PICKET DETAIL
NTS



LINE & GATE POST DETAIL
NTS



WELDED WIRE MESH FENCING
NTS



WIRE MESH AND EXPANDED
METAL BACKING DETAIL
NTS

TABLE

POST TYPE	POST TYPE	POST LENGTH*	MINIMUM POST DEPTH	CONCRETE FOOTING DIAMETER
LINE POST	3" X 3" (11 GA)	10'	18"	14"
20' DOUBLE WIDE GATE	6" X 6" (1/4" MIL)	12'	42"	18"
16' DOUBLE WIDE GATE	4" X 4" (14 GA)	12'	42"	14"
WALK-IN GATE	3" X 3" (11 GA)	10'	24"	18"

*POSTS SHALL BE SET OR CUT AFTER INSTALLATION TO MATCH TOP OF FENCE AS REQUIRED

REVISIONS			
REF	DESCRIPTION	APVD	DATE

PRELIMINARY
NOT FOR CONSTRUCTION

Designed By	D.P. LOUNSBURY
Drawn By	P. INTHARATH
Checked By	R.C. WAGNER
Approved By	—
Date	OCTOBER 2023

Wagner & Bonsignore
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CHINO BASIN WATER CONSERVATION DISTRICT		SHEET 3 OF 3 SHEETS
BROOKS BASIN FENCING PROJECT PHASE I		
DETAILS	202	

STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING

DATE: October 9, 2023

FROM: Elizabeth Willis, General Manager

BY: Dave Schroeder, Facilities & Operations Manager

SUBJECT: **APPROVE AUTHORIZATION FOR TRUCK PURCHASE**

RECOMMENDATION

It is recommended that the Board of Directors approve authorization for the purchase of a truck for the District's fleet of vehicles from MK Smith Chevrolet, the lowest responsive bidder, and approve an expenditure in the amount of up to \$66,000 for that purpose.

BACKGROUND

The California Air Resources Board (CARB) passed an Advanced Clean Fleet (ACF) regulation on April 28, 2023, mandating that fleet owners in California purchase only zero emission vehicles (ZEVs) for their fleets starting as early as 2024. The District currently has three trucks, which are all gasoline powered. The District does not have a charging station or any other necessary infrastructure to comply with this regulation from CARB at this time.

The District's oldest truck is a 2003 Chevy Silverado with an extended cab, a short bed, and two-wheel drive. As a part of the budgetary process in April 2023, staff recommended including \$65,000 in the District's FY 2023-2024 Budget for a new truck to replace the District's existing oldest truck. This would allow the District more time before a new vehicle is needed once the ZEV standard becomes enforceable. The State has been clear that it knows that most electric car manufacturers do not currently build all types of vehicles needed by fleet managers and that it will take time for the products to develop. Additionally, it would be likely that the District would need to purchase and install a charger for any electric vehicle added to the District's fleet. Therefore, it is wise for the District to move forward with a truck purchase at this time.

The District's other two trucks are a 2008 Ford F150 with two-wheel drive and a 2018 Chevy Silverado 2500 with four-wheel drive. Staff uses the Ford F250 to visit sites for the Landscape Evaluation Audit Program (LEAP). Two-wheel drive is sufficient because that truck is not needed to access the basins. Both the 2018 Chevy Silverado and the 2003 Chevy Silverado are used by the Facilities and Operations Department in the course of their everyday duties on basin properties.

DISCUSSION/ANALYSIS

District staff have recommended the purchase of a $\frac{3}{4}$ ton truck with a crew cab and, most importantly, four-wheel drive for navigating the access roads around the basins and down into the floor of the basins. The truck will be equipped with a utility toolbox package in the bed of the truck, which currently none of the other trucks have. Staff also strongly recommends the addition of a backup camera, which will help Facilities crews navigate the single lane roads of the basins without creating neck and back strain.

The lowest bidder did not include a ladder rack on the Royal Service Body. The ladder rack is estimated at \$1,500, which would potentially bring the total cost to \$65,082.76. However, staff recommend approving a purchase of up to \$66,000 to account for any taxes and fees. The next lowest bidder was considered non-responsive due to a failure to include sales tax and a failure to fill out the bid form.

FISCAL IMPACT

Staff expects the total cost of the truck to come to no more than \$66,000, which would be billed to Account No. 58000: Capital Expense. It would be potentially \$1,000 more than the District's original estimate of \$65,000, but would include equipment that would make the Facilities & Operations Department more effective in the field.

ATTACHMENT(S)

1. Request for Quotes: RFQ 2023-03 – 2023 4x4 Utility Truck Purchase
2. Purchase Authorization Form with Quotes Received by District Staff

**REQUEST FOR QUOTATIONS
FOR THE PURCHASE OF ONE (1)
2023 ($\frac{3}{4}$ TON) 4 X 4 UTILITY TRUCK**

RFQ NUMBER: 2023-03



Chino Basin Water Conservation District

Monday, September 25, 2023

- Quotations due by **Monday, October 2, 2023, no later than 2:00 p.m.**
- Selection by **Monday, October 9, 2023**



**REQUESTING FOR QUOTATIONS (RFQ 2023-03)
PURCHASE OF ONE (1) 2023 (¾ TON) 4 X 4 UTILITY TRUCK**

The **CHINO BASIN WATER CONSERVATION DISTRICT**, is seeking quotations for the purchase of one (1) 2023 (¾ Ton) 4 x 4 Utility Truck. Quotes *must* be submitted on the District provided Bid Sheet and must be received by **Monday, October 2, 2023, by 2:00 p.m.** at the Chino Basin Water Conservation District Office, located at 4594 San Bernardino Street, Montclair, California 91763.

All quotations shall be addressed to **afernandez@cbwcd.org** stating the company name, address, contact name, title, and telephone numbers.

The quotes shall specify delivery date after Notice of Award and must be signed by a qualified agent of the company submitting the quote.

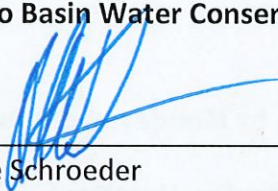
Chino Basin Water Conservation District reserves the right to accept or reject, in the best interest of the District, any or all quotes and/or any alternate items thereof.

No bidder may withdraw his/her quote for a period of sixty (60) days after the date set for closing thereof.

Additional copies of the Specifications and Bid Sheets are available at the District Office at 4594 San Bernardino Road, Montclair, CA 91763. Email transmittals of the RFQ may be made upon request.

Dated this 25th day of September 2023.

Chino Basin Water Conservation District



Dave Schroeder
Facilities & Operations Manager



SPECIFICATIONS AND BIDDING INSTRUCTIONS

SPECIFICATIONS FOR THE PURCHASE OF 2023 (¾ TON) 4 x 4 UTILITY TRUCK:

The bid sheet shall include the unit cost, sales tax, total thereof and the total bid written words, the delivery date after Notice of Award, and also attach warranty information.

All equipment shall be bid at the Government Rate Provision.

Prior to the acceptance of the vehicle the successful bidder shall fully prep the unit, i.e., clean, wash, fuel, lube, and make road ready. The District shall have the right to inspect the unit and verify compliance with the following specifications prior to final acceptance.

Following are the detailed minimum specifications:

General Information	<ul style="list-style-type: none"> • (¾-Ton) 4 x 4 Utility Truck Chevy Silverado 2500-Class 2 or GMC Sierra 2500-Class 2 OR • (¾-Ton) 4 x 4 Utility Truck Ford F 250-Class 2
Base Model	10,000 GVWR (min.) Crew Cab 4 x 4 Truck w/ 8' Length Bed
Bed Accessory	Equip with a 'Royal Truck Utility Body Package' to fit the 8' Bed. The 'Royal Utility Body Package' shall be mounted on truck before delivery.
Axles & Equipment	<ul style="list-style-type: none"> • Single Rear Wheels • 4-Wheel Disc Hydraulic Brakes • Anti-Lock Brake System (ABS)
Engine & Equipment	<ul style="list-style-type: none"> • Chevy/GMC L8T 6.6L V8-Gasoline, 401 HP (Min) • Long-Life Stainless Steel Exhaust
Engine & Equipment	<ul style="list-style-type: none"> • Ford 6.8L V8-Gasoline, 405 HP • Long-Life Stainless Steel Exhaust
Drive Train	<ul style="list-style-type: none"> • 4 x 4
Electrical	<ul style="list-style-type: none"> • 12 volt, BCI 48-710 CCA Battery (Min) OR Equivalent
Transmission	<ul style="list-style-type: none"> • Automatic Electronic-Controlled
Trailer Equipment	<ul style="list-style-type: none"> • Rear Trailer Hitch Required. Minimum 14,500 lbs. Tow Capacity w/accessory electrical brake

	connections for trailer
Tires & Wheels	<ul style="list-style-type: none"> • LT245-17 Blackwall Tires • 17" Silver Painted Aluminum Wheels
Steering	<ul style="list-style-type: none"> • Power Steering
Vehicle Trim	<ul style="list-style-type: none"> • Work Truck
Cab Exterior & Equipment	<ul style="list-style-type: none"> • Oxford White Paint OR Equivalent • Crew Cab • Single Electric Horn • Power Exterior Door Mirrors • Rear View Mirror w/Temperature Reading and Compass Directional Reading • Power Windows and Door Locks • Light Tinted Glass • Bedliner (Spray-in)
Cab Interior & Equipment	<ul style="list-style-type: none"> • Steel Gray Leather • Factory Seat Covers-Color Coordinated w/Seat Color • Color-Keyed Carpeting w/ Rubberized Vinyl Floor Mats • Heater & Defroster W/ Air Conditioning and Recirculation Switch • Driver and Passenger Side Air Bags • Interior Sun Visors • Cushioned Steering Wheel • Interior Work Surface
Accessory	<ul style="list-style-type: none"> • Back up Rear Camera with Interior Screen
Instrument Panel & Controls	<ul style="list-style-type: none"> • Gauge Cluster W/ Standard Warning Lights • Intermittent Windshield Wiper Controls • AM/FM Stereo & Bluetooth Phone Connect



BIDDING SHEET

2023 (¾ TON) 4 x 4 UTILITY TRUCK BID SHEET:

UNIT COST: _____

ALL APPLICABLE TAXES (FOB Montclair): _____

TOTAL BID: _____ \$

(TOTAL BID IN WORDS)

DELIVERY DATE OR TIME PERIOD AFTER NOTICE OF AWARD, ON OR BEFORE _____

WARRANTY INFORMATION AND EPA GAS MILEAGE RATING, (PLEASE ATTACH).

PLEASE LIST ANY DEVIATIONS FROM DESCRIBED SPECIFICATIONS

SIGNATURE

DATE

TITLE

ADDRESS

Purchase Authorization Form

Prior authorization is required for the purchase of any item other than recurring items previously authorized or standard office supplies. Required for new subscriptions and memberships.

REQUESTED BY:

Name Dave SchroederDate 10/4/23

ITEM INFORMATION

Describe item to be purchased

Quantity 1

2024 Chevrolet Silverado 2500 HD 4x4
Crew Cab Work Truck

Describe how purchase forwards Strategic Plan or other District priorities (specify)

The District requires a four wheel drive work truck
for basin maintenance activities.

BUDGET INFORMATION

Fiscal Year

FY 2023-2024

In FY budget?

Yes

How much in budget?

\$65,000

What account?

Account No: 58000 - Capital

QUOTES

Please provide at least three quotes, including tax and shipping. Please attach estimates.

Vendor	Cost of Item(s)	Tax	Shipping	Total Cost	Selected Vendor
1. <u>MK Smith Chevrolet</u>	<u>\$ 58,736.38</u>	<u>\$4845.15</u>	<u>\$</u>	<u>\$ 63,582.13</u>	<input checked="" type="checkbox"/>
2. <u>Selman Chevrolet</u>	<u>\$71,062.00</u>	<u>\$3,691.76</u>	<u>\$</u>	<u>\$ 76,753.76</u>	
3. <u>Ken Grady Ford</u>	<u>\$53,745</u>	<u>\$?</u>	<u>\$</u>	<u>\$66,137 - in complete</u>	
4. <u>Mark Christopher Chevrolet</u>	<u>\$ Declined to</u>	<u>\$ Bid</u>	<u>\$</u>	<u>\$</u>	
5. <u>Rotolo Chevrolet Fontana</u>	<u>\$ Declined to</u>	<u>\$ Bid</u>	<u>\$</u>	<u>\$</u>	

SELECTED VENDOR

Which vendor was selected?

MK Smith Chevrolet

Explain selection if not lowest cost.

Difference between lowest cost and selected, if any.

\$

APPROVED BY:

Name

Elizabeth Willet

Date

10/4/23

EXHIBITS:

- A. M K Smith Chevrolet
- B. Selman Chevrolet
- C. Ken Grady Ford



CHINO BASIN
Water
Conservation
District

BIDDING SHEET

2024 2023 (¾ TON) 4 x 4 UTILITY TRUCK BID SHEET:

UNIT COST: \$58,736.38

8.25% ALL APPLICABLE TAXES (FOB Montclair): \$4845.75

TOTAL BID: \$63,582.13

Sixty-three thousand-five hundred-eighty-two and thirteen cents
(TOTAL BID IN WORDS)

DELIVERY DATE OR TIME PERIOD AFTER NOTICE OF AWARD, ON OR BEFORE March 31-2024

WARRANTY INFORMATION AND EPA GAS MILEAGE RATING, (PLEASE ATTACH).

PLEASE LIST ANY DEVIATIONS FROM DESCRIBED SPECIFICATIONS

Gerard Batista
SIGNATURE

10/2/2023
DATE

Fleet mgr
TITLE

M. K. Smith Chevrolet

12845 CENTRAL AVE

Chino, CA 91710
ADDRESS

CELL: contact

951-212-2169

Email:

mksmithgerard@yahoo.com

Quick Order ⓘ

Related Content ▾

1 Model 2 Order Information 3 **Configure** 4 Summary

CREW CAB 4x4

2024 CHDCRW CK20943

1 orders to submit

Back Submit

1CX

1LT

1LZ

1WT

0
Configurations

0
Total Qty

0
Configurations

0
Total Qty

0
Configurations

0
Total Qty

1
Configurations

Key: ☐ Not available with current selection ☐ Default Option ☐ Not Selectable

Submit As

Submit Type ▾

Quantity

1

Priority

99

DAN

Stock No.

Expand All / Collapse All

^ COLOR*

GAZ - Summit White

01U - Special Color Paint (SEO)

G1W - Iridescent Pearl Tricoat

G48 - Auburn Metallic



G6M - Dark Ash Metallic

G7C - Red Hot

GAZ - Summit White

GBA - Black

	GNO - Slate Gray Metallic	<input type="radio"/>
	GNT - Radiant Red Tintcoat	<input type="radio"/>
	GXD - Sterling Gray Metallic	<input type="radio"/>
	GXP - Lakeshore Blue Metallic	<input type="radio"/>
*	✓ TRIM*	H2G - 1WT-Vinyl, Jet Black, Interior ...
*	^ ENGINE*	L8T - Engine: 6.6L, V-8, SIDI
	L5P - Engine: 6.6L V8 DuraMax Diesel, Turbo	<input type="radio"/>
	L8T - Engine: 6.6L, V-8, SIDI	<input type="radio"/>
*	✓ TRANSMISSION*	MKM - 10-Speed Automatic
	✓ COLOR	
*	^ CERTIFICATION*	YF5 - California Emissions
	FE9 - Federal Emissions	<input type="radio"/>
	NE1 - CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emi...	<input type="radio"/>
*	YF5 - California Emissions	<input type="radio"/>
*	✓ GVW RATING*	JGF - GVW Rating 10,650 Lbs
	✓ HANDLING CHARGE	
	✓ LPO WHEELS	
*	✓ MIRROR O/S	DBG - Mirrors, O/S: Man. Ext... ✕
*	✓ AXLE RR*	GT4 - Rear Axle: 3.73 Ratio
*	✓ RADIO*	IOR - Chevrolet Infotainment, 7" Col...
	✓ SPEAKER SYSTEM	
*	✓ TIRE SPARE	9L3 - Spare Tire Delete (SEO) ✕
	✓ STEPS, RUNNINGBOARD	
*	^ SEAT*	AZ3 - Seats: Front 40/20/40 Split-B...
	A50 - Seats: Front, Bucket, Full Feature	<input type="radio"/>
*	AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature	<input type="radio"/>

BKF - Floor Liners, 1st&2nd Row, with Carpeted Insert	<input type="checkbox"/>
BTV - Remote Engine Starting Pkg	<input type="checkbox"/>
C49 - Defogger, Rear Window, Electric	<input type="checkbox"/>
CF5 - Sun Roof, Electric Sliding	<input type="checkbox"/>
CGN - Chevytec Spray-on Liner	<input type="checkbox"/>
CJ2 - Climate Control, Electronic - Multi-zone	<input type="checkbox"/>
CWM - Technology Package	<input type="checkbox"/>
CXH - 1LT/1SP/2LT Leather Package	<input type="checkbox"/>
D07 - Center Floor Console, fixed	<input type="checkbox"/>
DD8 - ISRV Mirror, Electro-chromatic	<input type="checkbox"/>
DP6 - Mirrors, Outside, Body Color Cap	<input type="checkbox"/>
DRZ - Rear Camera Mirror, Inside Rear View, Auto Di...	<input type="checkbox"/>
E63 - Durabed	<input type="checkbox"/>
F60 - Front Spring / Camper Package: Heavy Duty	<input type="checkbox"/>
FHS - E85 Flex Fuel Capable	<input type="checkbox"/>
FPF - Diesel Particulate Filter—Manual Regeneration	<input type="checkbox"/>
 G80 - Auto Locking Differential, Rear	<input type="checkbox"/>
G94 - Electronic Locking Differential, Rear	<input type="checkbox"/>
JHD - Hill Descent Control	<input type="checkbox"/>
 JL1 - Integrated Trailer Brake Controller	<input type="checkbox"/>
K05 - Engine Block Heater	<input type="checkbox"/>
K34 - Cruise Control	<input type="checkbox"/>
K40 - Diesel Engine Exhaust Brake	<input type="checkbox"/>
K47 - Heavy Duty Air Filter	<input type="checkbox"/>
K4C - Wireless Charging	<input type="checkbox"/>
K4Z - Battery, Auxiliary, 700 CCA	<input type="checkbox"/>
KA1 - Heated Seats, Front	<input type="checkbox"/>
KA6 - Heated Seats: 2nd Row	<input type="checkbox"/>
KC4 - Cooler, Engine Oil	<input type="checkbox"/>
KHF - Alternator, Dual, 170 Amp & 220 Amp	<input type="checkbox"/>
KI3 - Heated Steering Wheel	<input type="checkbox"/>
KI4 - 120 Volt Electrical Receptacle, In Cab	<input type="checkbox"/>
KNP - Transmission Cooling System	<input type="checkbox"/>
KQV - Seats, Heated & Ventilated, Front	<input type="checkbox"/>
KSG - Adaptive Cruise Control	<input type="checkbox"/>

✖ ▼ **TRANSFER CASE**

NQF - Transfer Case: w/ Rot... ✕

✖ ▼ **TIRE ALL***

QHJ - Tires: LT245/75 R17E All Sea...

✖ ▼ **WHEEL***

PYN - Wheels: 17" Steel, Painted

^ **Additional Options**

9J4, AKO, AQQ, B30, C49, G80, K34,...

5H1 - Key Equipment, 2 Additional Keys (SEO)

5JY - LPO - Tonneau Cover, Soft, Tri-Fold, Black

5L5 - Theft Deterrent Modification (SEO)

5M7 - Speedometer Calibration Provisions (SEO)

✖ 5N5 - Rear Camera Kit for ZW9 Box Delete or Chassi...

5Y1 - Seats, Driver/Pass Front Individual, No Consol...

5Z4 - Spare Wheel/Tire & Carrier Delete (SEO)

8F2 - Ornamentation Delete (SEO)

8S3 - Backup Alarm (SEO)

8X8 - Label, Fasten Seat Belts (SEO)

9B9 - Governor, 70-MPH (SEO)

9C2 - Governor, 65-MPH (SEO)

9D7 - Governor, 75-MPH (SEO)

9J4 - Bumper: Rear Delete

9L7 - Upfitter / Accessory Electrical Switches

9M4 - Decal & Nameplate Delete - Tailgate (SEO)

9R1 - Decal Delete, Pick-Up Bed / Box (SEO)

A2X - Power Seat Adjuster (Driver's Side)

A48 - Window, Power Rear Sliding

AAK - LPO- Floor Liners, 1st&2nd Row, All-Weather, ...

AAO - All Weather Floor Liners

✖ AKO - Glass, Deep Tinted

ANQ - Alaskan Snow Plow Package

AQQ - Keyless Remote Entry

AVJ - Keyless Open & Keyless Start

B1J - Liner, Rear Wheelhouse

✖ B30 - Floor Covering: Carpet, Color Keyed

B59 - Remote Start Package

BG9 - Floor Covering: Rubberized Vinyl, Black

BHP - Diesel Engine Winter Cover

KW5 - Alternator, 220 AMP	<input type="checkbox"/>
KW7 - Alternator, 170 AMP	<input type="checkbox"/>
N37 - Steering Column, Manual Tilt & Telescoping	<input type="checkbox"/>
NB8 - Emissions Override, Non-Federal	<input type="checkbox"/>
NB9 - Emissions Override, State Specific	<input type="checkbox"/>
NC7 - Emissions Override, Federal	<input type="checkbox"/>
NHT - Max Trailering Package	<input type="checkbox"/>
NZZ - Skid Plate	<input type="checkbox"/>
PCL - 1LT/1SP/2LT Convenience 1 Package	<input type="checkbox"/>
PCM - 1LT/1SP/2LT Convenience 2 Package	<input type="checkbox"/>
PCN - LTZ Convenience Package 2	<input type="checkbox"/>
PCQ - Duramax and Appearance Package	<input type="checkbox"/>
PCV - 1WT Convenience 1 Package	<input type="checkbox"/>
PCX - 1CX/2CX Convenience 1 Package	<input type="checkbox"/>
PCZ - LTZ Convenience Package 1	<input type="checkbox"/>
PDA - 1LT/1SP Texas Edition	<input type="checkbox"/>
PDB - LPO - Dark Essentials Package	<input type="checkbox"/>
PDE - LPO, Wheel to Wheel Assist Step & Tonneau C...	<input type="checkbox"/>
PDF - LTZ Plus Package	<input type="checkbox"/>
PDH - LPO - Interior Convenience Package	<input type="checkbox"/>
PDK - LTZ Premium Package	<input type="checkbox"/>
PDL - LTZ Texas Edition	<input type="checkbox"/>
PDM - High Country Premium Package	<input type="checkbox"/>
PDR - LPO - Assist Step and Tonneau Package	<input type="checkbox"/>
PDU - 1LT/1SP All-Star Edition	<input type="checkbox"/>
PDW - LPO - Assist Step and Tonneau Value Package	<input type="checkbox"/>
PDX - 1CX Custom Value Package	<input type="checkbox"/>
PDY - LTZ Premium Texas Edition	<input type="checkbox"/>
PDZ - Off-Road and Protection Package	<input type="checkbox"/>
PQA - 1WT/1FL Safety Package	<input type="checkbox"/>
PQB - Safety Package	<input type="checkbox"/>
PRF - 3 Years of Onstar Remote Access	<input type="checkbox"/>
PT0 - Power Take Off	<input type="checkbox"/>
PTT - Trailer Tire Pressure Monitor Sensors: Set of 4	<input type="checkbox"/>
PZ8 - Hitch Guidance with Hitch View and Image Adj...	<input type="checkbox"/>

Z6A - Gooseneck / 5th Wheel Prep Package

☐

Z71 - Suspension Package: Off-Road

☐

Z82 - Trailering Package

☐

 ZLQ - Fleet Convenience Package

1

☐

1 purposes only. Refer to [GM Pricing.com](https://gmpricing.com)  for

 ZM9 - 1LT Heat Package

☐

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 ZW9 - Delete: Pick-Up Box

☐☐



FLEET ACKNOWLEDGMENT FORM

As the owner of a new 2024 Model Year Fleet Chevrolet, we are pleased to offer you one included maintenance visit as part of the suite of Chevrolet Complete Care owner benefits on your new purchase/lease.

One (1) Included Maintenance visit within 1 year/12,000-miles¹ of ownership:

- ACDelco dexos1® Full Synthetic Oil and ACDelco Oil Filter change
- Tire Rotation (see dealer and Owner's Manual for details)
- Multi-Point Vehicle Inspection (MPVI)

First Oil Change Appointment _____ (Date and Time)

Chevrolet Complete Care owner benefits also include:

- 3 years/36,000-miles¹ Bumper-to-Bumper Limited Warranty
- 5 years/100,000-miles¹ Powertrain Limited Warranty
- 5 years/100,000-miles¹ 24-hour Roadside Assistance³
- 5 years/100,000-miles¹ Courtesy Transportation Available⁶
- 3 years/100,000-miles¹ Rust-through Corrosion Limited Warranty
- 10 years of standard connectivity with Chevrolet Connected Access⁴ including select features of the myChevrolet Mobile App⁵
- Enjoy up to 3 months of Chevrolet Connected Services, OnStar Safety & Security coverage & 1-month unlimited vehicle data⁶
- 3 years of Remote Access Plan as standard equipment and included in the MSRP. (For vehicle orders beginning August 31, 2022. Excludes Silverado WT, Colorado WT, Spark, MD Trucks, Low Cab Forward, and Express)⁶

Delivery Date _____ Dealer BAC Code _____

Dealership Name _____

Authorized Dealership Signature _____

Customer Name _____

Customer Signature _____

For any questions, please contact Chevrolet Customer Assistance | Phone: 1-800-222-1020

¹ Service visit must occur within the first 12 months of ownership. Does not include air filters.

² Whichever comes first. See dealer for details.

³ Roadside service provided by Allstate Roadside Services. Limitations apply.

⁴ Not transferable. Standard connectivity available to original purchaser for 10 years from vehicle delivery date for model year 2019 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.

⁵ Available on select Apple and Android devices. Service availability, features and functionality are subject to limitations and vary by vehicle, device, and the plan you are enrolled in. Device data connection required. Visit onstar.com for more details.

⁶ When you select a monthly plan within 30 days of activating your 1-month trial, you'll receive the first 2 months of the plan you select at no additional charge when you associate an approved payment method on file to your account and authorize recurring payments for your service plan. The amount and frequency of each recurring payment is based upon the service(s) and payment interval(s) you select from the options provided. After the trial expires, OnStar will automatically bill your payment method monthly at then-current standard monthly rates. Plans containing 4G LTE data will be billed every 30 days by AT&T. You may cancel at any time by pushing your blue OnStar button or calling 1.888.466.7827. May not be combined with other offers or retroactively applied. Offer subject to change. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. Plan features include remote key fob, vehicle status, vehicle locate, navigation and real-time diagnostics.



CHINO BASIN
Water
Conservation
District

GASOLINE

BIDDING SHEET

2023 (¾ TON) 4 x 4 UTILITY TRUCK BID SHEET:

UNIT COST: \$71,062.00

ALL APPLICABLE TAXES (FOB Montclair): \$5,691.76

TOTAL BID: \$ 76,753.76

SEVENTY SIX THOUSAND, SEVEN HUNDRED FIFTY THREE AND SEVENTY SIX CENTS

(TOTAL BID IN WORDS)

DELIVERY DATE OR TIME PERIOD AFTER NOTICE OF AWARD, ON OR BEFORE 2/28/2024

WARRANTY INFORMATION AND EPA GAS MILEAGE RATING, (PLEASE ATTACH).

PLEASE LIST ANY DEVIATIONS FROM DESCRIBED SPECIFICATIONS

MODEL YEAR: 2024

EXHAUST: STANDARD

CAB INTERIOR: JET BLACK VINYL

DELIVERY MAY BE DELAYS DUE TO STRIKE

SIGNATURE

DATE 9/29/2023

COMMERCIAL SALES

TITLE

1800 E. CHAPMAN AVE.

ORANGE, CA 92867

ADDRESS

SELMAN
Chev.



ROYAL TRUCK BODY

24200 S. MAIN STREET
CARSON, CA 90745
PHONE: 562-633-9951
FAX: 866-346-6103

SELMAN

QUOTATION		0470444	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
9/28/2023	DLR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
YC	ML	ML	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			TAX SCHED
			CA OR

S SELMAN CHEVROLET
O 1800 EAST CHAPMAN AVE.
L ORANGE, CA 92867-7797
D

CUSTOMER NO: SELMAN
S SELMAN CHEVROLET
H 1800 EAST CHAPMAN AVE.
I ORANGE, CA 92867-7797
P

CUST ORDER NO		TERMS		SHIP VIA		TRUCK ETA		CUSTOMER NAME		CUSTOMER PHONE NO	
		NET 30		ROYAL				DENNIS G			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE				
Chevy	24	CK20943	WHITE	56			4X4 SRW(OEM)				
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE			
	1GC4YMEY6RF224433			49	15	79	Diesel GAS <i>dkf</i>	Crew			

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	<div>STREET SIDE <input type="checkbox"/> VO <input type="checkbox"/></div> <div>CURB SIDE <input type="checkbox"/> VO <input type="checkbox"/></div> <div>2024/DLR. UNIT/CHEVY/CK20943/SRW/CREW CAB PCIKUP/56"CA/4x4</div> <div>*****PICKUP BED REMOVAL*****</div>		
1	40-VO-98 40"H ROYAL BODY w/OPEN TOP LIDS ROYAL'S SECURITY HARDWARE, ONE-KEY SOLUTION AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT PKG.REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED WHITE AND INSTALLED.		
1	R-1-98-15-ECC EXT/CREW TAPERED OVER CAB RACK W/SWING AWAY X-BAR - 98"		
1	602418188 POLYUREA SPRAY ON BED LINER SHALL BE SPRAYED ON THE FOLLOWING AREAS: (1)BULKHEAD, (2) BACK-WRAPPERS, (1) CARGO FLOOR AREA AND (1) BACK OF TAIL-GATE		
	****QUOTE VALID FOR 30 DAYS****		Continued

SALES ORDER # 0470444

Page 1 of 2



Selman Chevrolet

Dennis K Graham | 17146567409 | DGRAHAM@SELMANCHEVY.COM

Vehicle: [Retail] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓
Complete)

Window Sticker

SUMMARY

[Retail] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck

MSRP:\$50,900.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CK20943	[Retail] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck	\$50,900.00
OPTIONS		
ZW9	Pickup bed, delete	(\$1,155.00)
YF5	Emissions, California state requirements	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00
JGF	GVWR, 10,650 lbs. (4831 kg)	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
1WT	Work Truck Preferred Equipment Group	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
GAZ	Summit White	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
PCV	WT Convenience Package	\$860.00
JL1	Trailer brake controller, integrated	\$275.00
—	Capped Fuel Fill	Inc.
9J4	Bumper, rear, delete	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.

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Data Version: 20593. Data Updated: Oct 1, 2023 6:39:00 PM PDT.

Quote Prepared for Dave Schroeder @ Chino Basin Water Conservation District

Vehicle Description

VIN 1FT7W2BAXPE D04173

2023 F-250 XL CREW CAB 4X4 8' HARBOR UTILITY BODY
6.8L DEVCT NA PFI V8 ENGINE
10-SPEED AUTOMATIC TRANSMISSION

Exterior
OXFORD WHITE
Interior
MEDIUM DARK SLATE VINYL

EXHIBIT C

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

. DOOR HANDLES - BLACK
(ON/OFF)
. POWER TAILGATE LOCK
. TRAILER BRAKE CONTROLLER
. WIPERS- INTERMITTENT

INTERIOR

. AIR COND, MANUAL FRONT
. DRIVER SEAT-MANUAL LUMBAR
. PARTICULATE AIR FILTER
. STEERING:TILT/TELESCOPE,

FUNCTIONAL

. FORDPASS CONNECT 5GWI-FI
. HILL START ASSIST
. MONO BEAM COIL SPRING FRT
. REAR VIEW CAMERA
. SYNC®4 W/8" SCREEN

SAFETY/SECURITY

. AIRBAGS - SAFETY CANOPY®
. DRIVER/PASSENGER AIR BAGS
. SOS POST-CRASH ALERT SYS

WARRANTY

. 5YR/60,000 POWERTRAIN
. 5YR/100,000 DIESEL ENGINE

. BOX RAIL/TAILGATE MOLDINGS
. HEADLAMPS - AUTOLAMP
. PICKUP BOX TIE DOWN HOOKS
. TOW HOOKS
. TRAILER SWAY CONTROL
. 4.2" PRODUCTIVITY SCREEN
. CLOTH SUN VISORS
. OUTSIDE TEMP DISPLAY
. POWER LOCKS AND WINDOWS
CRUISE & AUDIO CONTROLS
. 4-WHEEL ANTILOCK BRAKE SYS
HOTSPOT TELEMATICS MODEM
. MANUAL LOCKING HUBS
SUSPENSION W/STAB BAR
. REMOTE KEYLESS ENTRY
. ADVANCETRAC WITH RSC®
. BELT-MINDER CHIME
. SECURILOCK® ANTI-THEFT SYS
. 3YR/36,000 BUMPER / BUMPER
. 5YR/60,000 ROADSIDE ASSIST

Price Information

STANDARD VEHICLE PRICE

MSRP

\$50,770

Optional Equipment

2023 MODEL YEAR
OXFORD WHITE
MEDIUM DARK SLATE VINYL
PREFERRED EQUIPMENT PKG.600A
.XL TRIM

.AIR CONDITIONING – CFC FREE

.AM/FM STEREO MP3/CLK

.6.8L DEVCT NA PFI V8 ENGINE

10-SPEED AUTO TORQSHIFT-G

.LT245/75R17E BSW ALL-SEASON

3.73 ELECTRONIC-LOCKING AXLE

JOB #2 ORDER

FRONT LICENSE PLATE BRACKET

10000# GVWR PACKAGE

50 STATE EMISSIONS

120V/400W OUTLET

JACK & TOOLS

UPFITTER SWITCHES

250 AMP ALTERNATOR

XL CHROME PACKAGE

.FOG LAMPS

.BOXLINK

430

175

165

85

225

TOTAL VEHICLE & OPTIONS

51,850

DESTINATION & DELIVERY

1,895

TRUCK MSRP

\$53,745

8' HARBOR UTILITY BODY

12,392

.41" HIGH COMPARTMENTS

.STAINLESS STEEL FLIP TOP LIDS

.OVER CAB RACK

.TRAILER HITCH & PLUG

TOTAL MSRP

\$66,137

Ken Grody Ford Pricing as of 10/2/2023

**STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING**

DATE: October 9, 2023
FROM: Elizabeth Willis, General Manager
BY: Maia Dean, Community Programs Manager
SUBJECT: **APPROVE THE YOUTH PROGRAMS TEACHING ASSISTANT JOB DESCRIPTION AND REVISED CLASSIFICATION AND COMPENSATION SCHEDULE**

RECOMMENDATION

It is recommended that the Board of Directors approve the amended job description and revised Fiscal Year (FY) 2023-2024 Classification and Compensation Schedule that includes the position update from "Youth Programs Teaching Intern" to "Youth Programs Teaching Assistant".

BACKGROUND

On February 14, 2022, the Board of Directors approved the internship program, positions, and job description for the Youth Programs Teaching Intern. The primary reason for this position is to provide support to the Community Programs Educators to assist with teaching the field trip programs. Since the field trip lessons are hands-on activities with large groups of students, they are most effective with four educators, two with each group of students and the interns in this position have been invaluable. However, staff is recommending changing the position to a Teaching Assistant position to increase our candidate pool and allow non-students to apply.

In addition, the Board approved the FY 2023-2024 Classification and Compensation Schedule on June 12, 2023, and staff is also recommending that the schedule be updated to reflect the suggested revision.

DISCUSSION/ANALYSIS

On August 23, 2023, staff began the recruitment process for the position of Youth Programs Teaching Intern. To date, the District has only received three interested applicants for the position. Staff believes that changing the job description title from "Youth Programs Teaching Intern" to "Youth Programs Teaching Assistant" would allow more diversity to the recruitment which could increase the quality of the field trip programs. Instead of only allowing students and recent graduates to apply, the recruitment could also include retired educators, educators looking for part-time teaching opportunities, and people interested in gaining experience in the environmental education field.

FISCAL IMPACT

There is no fiscal impact as staff is only recommending minor changes, including a title change to the position. The salary for all approved positions was accounted for in the Fiscal Year.

ATTACHMENT(S)

1. Youth Programs Teaching Assistant Job Description – Redlined
2. Fiscal Year 2024 Classification and Compensation Schedule



POSITION	YOUTH PROGRAMS TEACHING INTERN ASSISTANT
SALARY GRADE	106
CLASSIFICATION	Limited Term Part-Time Employment, up to 20 hours per week, up to 849 hours per fiscal year (July 1 – June 30), Non-exempt under the Fair Labor Standards Act (FSLA).
DATE	February 14, 2022 October 9, 2023

ABOUT THE DISTRICT

Chino Basin Water Conservation District (District) is recognized throughout the state as an innovative, energetic, and effective water conservation organization. The District is dedicated to the protection of the Chino Groundwater Basin to ensure that the current and future water needs of the region will be met. Its core business is two-pronged: (1) increase water supply through groundwater percolation; and (2) decrease water demand through conservation education, workforce training, and services. The District provides programs, services, and resources to audiences of all ages and backgrounds to cultivate a community-wide conservation ethic and build regional capacity for water resilience.

ABOUT THE INTERNSHIP PROGRAM

The District's Internship program is a component of the District's Training and Employment Preparation Program. The Program provides an opportunity for trade, undergraduate and graduate students to gain valuable work experience in a local government setting. The program provides research, analytical and project coordination experience through assignments in one or more departments. This is "at will" employment opportunity and may be terminated at any time without cause. Participation in the program is based on continued satisfactory performance and attendance. Participation in, or completion of, the program does not guarantee further employment with the District beyond participation in the Internship program. The provisions of this program do not constitute an expressed or implied contract and any provision of this program may be modified or revoked without notice.

The Youth Programs Teaching Intern will receive an immersive experience in water conservation education, gain experience with Next Generation Science Standards (NGSS) and Environmental Principles and Concepts (EP&Cs) in an outdoor and nonformal science education setting and build skills in behavior and classroom management.

ABOUT THE DEPARTMENT

The Community Programs Department seeks to:

- Demonstrate best practices in conservation education in collaboration with strategic partners across the region;
- Educate to activate a community-wide conservation ethic for all ages by providing programs and resources that support awareness and knowledge of our water resources to promote watershed stewardship and adoption of achievable conservation behaviors; and

YOUTH PROGRAMS TEACHING INTERN- ASSISTANT pg. 1

Position approval date: February 14, 2022

Approved by: Board of Directors

- Provide interpretation and education of percolation strategies in the Chino Groundwater Basin to sustain a long-term water supply.

The Community Programs team develops, implements, and evaluates culturally relevant youth education programming, and is responsible for the District and Center's public **events and** communications.

ABOUT THE POSITION

~~The Youth Programs Teaching Intern supports the District's goals by leading culturally relevant, inquiry-based environmental education programs for service-area communities.~~ **The Youth Programs Teaching Assistant supports the District's goals by assisting with educating students on water conservation and efficiency.**

SUMMARY/OBJECTIVE

~~The Youth Programs Teaching Intern supports the goals of the Community Programs Department and District by assisting with educating students on water conservation and efficiency.~~ **The Youth Programs Teaching Assistant answers directly to the Community Programs Manager and will assist Community Programs Educators with teaching K-12 students about water conservation and watershed science in a classroom, field, and garden-based setting during field trip programs from October through May.**

ESSENTIAL FUNCTIONS

- **Language Communication** - Communicate effectively (Bilingual in Spanish and English preferred but not required) with diverse audiences to promote District's mission of protecting the Chino Groundwater Basin in order to guarantee that current and future water needs will be met by promoting water education.
- **Classroom Management** - Ability to lead a group, create supportive and safe learning environments and effectively engage communities.
- **Instruction** - Receive training, feedback, and support to lead inquiry-based water education programs primarily for K-6 grade students.
- **Staff Support** - Dedicate 8-20 hours/week ~~each semester~~ **from October - May** assisting with instruction in field trip programming.
- **Classroom Assistance** - Assist with program set up and clean up.
- **Curriculum Development and Evaluation** - Create and evaluate teaching tools and classroom management strategies to ensure that youth programs are culturally relevant and inclusive to all learner types and backgrounds, including class chaperones and English language learners.
- **Program Development** - Identify opportunities to extend student field trip experiences by developing take home tools for students to spark conversation with their families about water conservation.

COMPETENCIES

Knowledge and Experience

- Knowledge of Microsoft Office tools.
- Classroom and behavior management curriculum and instruction with youths TK-8th grade.

Skills

- Customer service
- Public speaking
- Collaborative teamwork
- Verbal and written communication skills

YOUTH PROGRAMS TEACHING-INTERN- ASSISTANTpg. 2

Position approval date: February 14, 2022

Approved by: Board of Directors

Abilities

- Demonstrates curiosity and desire to learn about topics relevant to the District's mission such as water, conservation, landscaping, watershed science, science education pedagogy, and trends, etc.
- Uses flexibility and problem-solving skills.
- Demonstrates positive attitude and initiative to attain information and skills necessary to complete tasks and projects well.

SUPERVISION

- **Reports to:** Community Programs Manager
- **Supervises:** Does not provide any supervision

POSITION TYPE AND EXPECTED HOURS OF WORK

- Limited Term Part-Time Employment, up to 20 hours per week, up to 849 hours per fiscal year (July 1 – June 30); evening and/or weekend work may be required to complete required duties and projects and participate in events; respond to emergencies as necessary.
- The Waterwise Community Center field trip programming occurs Tuesday - Thursday, 8am-12pm. The ideal ~~intern~~ **candidate** will be available during these hours, but at the minimum available to attend two field trips per week. Additional hours to develop materials, review content, and receive training can be more flexible. The programming takes place primarily in an outdoor garden and park setting.

EDUCATION AND EXPERIENCE

- ~~Must be at least 18 years old and enrolled or a recent graduate within 2 years of a higher education institution with a minimum average GPA of 2.0.~~
- Interest in education, natural resources management, environmental science, and similar fields is necessary for success in the position.
- **This is a great opportunity for a college student to gain environmental education teaching experience in a non-formal environment.**

WORK ENVIRONMENT

- Indoor and outdoor work, year-round, in all weather conditions. Must be able to work outdoors in heat, direct sun, wind, rain, and cold. Must be able to work in fast-paced environment.

PHYSICAL DEMANDS

- Communicates orally in English with District Board members, co-workers, and the public in face-to-face, one-to-one, group, and classroom settings. Must be able to exchange information in these settings and promote a positive and collaborative image.
- Frequently positions self to address a classroom setting, assist students at tables and on the floor, inspect materials (plants, compost, etc.) on the ground, on tables/counters, and on shelves.
- Regularly operates a telephone for communication.
- Operates office equipment such as computers, printers, copiers, projectors, and FAX machines.
- Works with soil, water, compost, plants, "critters" (composting worms, tortoises, etc.) and other teaching elements on a regular basis in garden, riparian, and classroom settings
- Travels frequently by vehicle to conduct District business.

YOUTH PROGRAMS TEACHING-INTERN- ~~ASSISTANT~~ pg. 3

Position approval date: February 14, 2022

Approved by: Board of Directors

- Sometimes works in an outdoor environment in the sun, wind, rain, etc.
- Occasionally addresses a classroom setting, assists students at tables and on the floor, inspects materials (plants, compost, etc.) on the ground, on tables/counters, and on shelves.
- May be required to move/position supplies and materials of up to 50 Lb.
- Intermittently moves materials, shifts items up to 25 lbs. for brief to moderate durations of up to 5 minutes.
- Traverses over uneven terrain.
- Uses a variety of hand tools, cleaning solutions and equipment in the performance of light janitorial and office type work to support programs.

ADDITIONAL ELIGIBILITY QUALIFICATIONS

- Applicants who are selected for hire are fingerprinted during the pre-placement processing period. All fingerprints will be processed with the Department of Justice to verify criminal records or absence thereof.
- ~~Our Board of Directors passed a policy called COVID-19 Vaccination & Mask Requirement Policy which requires all District employees, interns, fellows, and volunteers who are 12 years old and over to~~ **show proof of COVID-19 vaccination to our human resources department prior to starting employment/volunteering with the District.**
- Complete 2-hour Mandated Reporter training within first week of employment.
- Complete 1-hour Sexual Harassment training within first month of employment.
- Must demonstrate ability to legally work in the United States and possess appropriate documentation.

**CHINO BASIN WATER CONSERVATION DISTRICT
CLASSIFICATION AND COMPENSATION SCHEDULE**

ATTACHMENT 2

Board Approval Date: ~~08/14/23~~ **10/09/2023 (DRAFT - PENDING BOARD APPROVAL)**

ELECTED OFFICIALS				MONTHLY SALARY RANGE		*MAX WITH COLA	
Board Members				\$ 200		\$ 200	
*Per Ordinance No. 23-01 - \$200 per event, up to 10 events per calendar month							
MANAGEMENT CLASSIFICATION (NON-EXEMPT)		RANGE		MONTHLY SALARY RANGE		*MAX WITH COLA	
Conservation Programs Manager		249		\$ 97,656		\$ 128,133	
Community Programs Manager		249		\$ 97,656		\$ 128,133	
Facilities & Operations Manager		249		\$ 97,656		\$ 128,133	
Administrative Services Manager		250		\$ 100,097		\$ 131,336	
General Manager		N/A		No Range			
HOURLY CLASSIFICATIONS (NON-EXEMPT)		RANGE		HOURLY RANGE		*MAX WITH COLA	
Administration							
Administrative Services Intern		106		\$ 16.24		\$ 21.30	
Bookkeeper - Part-time		117		\$ 21.30		\$ 27.95	
Administrative Assistant I		120		\$ 22.94		\$ 30.10	
Administrative Assistant II		123		\$ 24.71		\$ 32.42	
Board Clerk / Administrative Coordinator		138		\$ 35.78		\$ 46.95	
Community Programs							
Youth Programs Intern Assistant		106		\$ 16.24		\$ 21.30	
Outreach & Public Affairs Intern		106		\$ 16.24		\$ 21.30	
Community Programs Assistant		113		\$ 19.30		\$ 25.32	
Community Programs Educator I		115		\$ 20.28		\$ 26.61	
Community Programs Educator II		125		\$ 25.96		\$ 34.06	
Community Outreach Specialist		131		\$ 30.10		\$ 39.50	
Community Programs Specialist		131		\$ 30.10		\$ 39.50	
Conservation Programs							
Conservation Programs Intern		106		\$ 16.24		\$ 21.30	
Receptionist		110		\$ 17.92		\$ 23.52	
Conservation Landscape Worker I		110		\$ 17.92		\$ 23.52	
Conservation Landscape Worker II		114		\$ 19.78		\$ 25.96	
Conservation Technician I		115		\$ 20.28		\$ 26.61	
Conservation Technician II		125		\$ 25.96		\$ 34.06	
Conservation Specialist I		131		\$ 30.10		\$ 39.50	
Conservation Specialist II		134		\$ 32.42		\$ 42.53	
Facilities & Operations							
Facilities & Operations Trades Intern		106		\$ 16.24		\$ 21.30	
Landscape / Maintenance Worker I		110		\$ 17.92		\$ 23.52	
Landscape / Maintenance Worker II		114		\$ 19.78		\$ 25.96	
Landscape Mainteannce Worker III		125		\$ 25.96		\$ 34.06	
Facilities & Basins Technician		131		\$ 30.10		\$ 39.50	

Total of 18 full-time equivalent (FTEs) positions were approved by the Board on 6/10/2023

*** A COLA of 5% for FY 23-24 will be effective January 1, 2024**



**STAFF REPORT
BOARD OF DIRECTORS REGULAR MEETING**

DATE: October 9, 2023

FROM: Elizabeth Willis, General Manager

BY: Elizabeth Willis, General Manager

SUBJECT: **CONSIDERATION OF PURCHASE OF WATER FOR REPLENISHMENT INTO THE CHINO GROUNDWATER BASIN AS A PART OF THE DROUGHT PIGGY BANK PROGRAM**

RECOMMENDATION

It is recommended that the Board of Directors direct staff to not purchase water during the 2023-2024 Fiscal Year.

ALTERNATE RECOMMENDATION

The Board of Directors may choose to direct staff to purchase between 500 and 1,000-acre feet of untreated water from a Metropolitan Water District member agency prior to October 31, 2023 to ensure delivery prior to December 31, 2023 and authorize the use of up to \$900,000 in reserve funds for that purpose.

BACKGROUND

In order for the District to purchase supplemental water and recharge it for credit into the Chino Groundwater Basin, the District must first have permission to recharge water from Chino Basin Watermaster through a Supplemental Water Recharge Application approved by Watermaster's Board and the District must also have an account in which to store the water to retain ownership of the water for longer than one fiscal year. On June 22, 2023, the Chino Basin Watermaster Board approved the District's Supplemental Water Recharge Application, which had been filed in April 2023. On September 11, 2023, the Board approved agreements with the Monte Vista Water District and the Cucamonga Valley Water District to use their storage accounts to hold purchased and recharged imported water while the District pursued a storage account of its own with Watermaster. Monte Vista Water District's Board of Directors approved their storage agreement on September 13, 2023 and Cucamonga Valley Water District's Board of Directors approved their storage agreement on September 26, 2023.

DISCUSSION/ANALYSIS

At this point, the District is ready to recharge water and store the water in a partner's storage account until such time as the District is able to obtain a storage agreement approved by the Watermaster Board or establish a Storage and Recovery Plan approved by the Watermaster Board.

However, that does not mean that the District should pursue purchasing water this fiscal year. While there is an excess of water available in California due to a historically wet winter, there is a great deal of uncertainty in both opportunity cost and return on investment. If funds are spent on water, they will be tied up in that water until the water can be sold. That means that it may be more difficult for the District to purchase land if such an opportunity still exists, or to use funds for large capital projects. The District would need to use reserve funds to purchase water due to the large number of capital projects needed this year, including the construction of enhanced security fencing around Brooks Basin, percolation restoration at Ely 3 Basin, and the design and engineering of a roof for the amphitheater in the Waterwise Demonstration Garden.

According to more generous estimates for the increase in Metropolitan Water District rates for untreated water over the next ten years, which include one year of a 7% increase, four years of a 6% increase, followed by successive years of a 5% increase, the District would not break even on its initial investment until year five, when it might receive a \$31,639 return, if the water can be sold at 80% of the estimated Met rate. While the District's primary objective in this project is to simply increase the amount of water available to retailers rather than to make money, it is important to consider financial factors when making this decision.

Furthermore, it is unclear whether the District would be allowed to have a Storage Account with Watermaster or whether the District would need to create a Storage and Recovery Program, which is likely to be more expensive and therefore would increase the length of time the investment is tied up in water before it could be sold at an amount that covers the initial investment.

However, purchasing water for recharge would be in keeping with the District's mission. If the District chooses to purchase water at Metropolitan's 2023 rate, it would need to inform a member agency by October 31, 2023 in order to ensure that delivery could be coordinated prior to December 31, 2023. The District would also need to inform either Monte Vista Water District or Cucamonga Valley Water District of the intent to recharge and would need to file an application to conduct a recharge event with Watermaster. All of these events require advanced notice and the window of time for securing water at 2023 rates is closing.

FISCAL IMPACT

Funds used to purchase water would be tied up in the investment until the water could be sold approximately five to seven years later. The exact timing of a sale and the subsequent return on

investment is difficult to predict and would be influenced by the rate that the Metropolitan Water District will charge for untreated water.

ATTACHMENT(S)

1. Drought Piggy Bank Return on Investment Scenarios

Drought Piggy Bank Return on Investment Scenarios

Assuming 3% Rate Increase	AF Purchased 1000		AF After Evaporation 985											
					Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033
	Purchase Price:	\$ 872	Potential Met Rate:	\$ 903	\$ 930	\$ 958	\$ 987	\$ 1,016	\$ 1,047	\$ 1,078	\$ 1,111	\$ 1,144	\$ 1,178	
	Total Spent:	\$ 872,000	80%	\$ 722.40	\$ 744.07	\$ 766.39	\$ 789.39	\$ 813.07	\$ 837.46	\$ 862.58	\$ 888.46	\$ 915.11	\$ 942.57	
			85%	\$ 767.55	\$ 790.58	\$ 814.29	\$ 838.72	\$ 863.88	\$ 889.80	\$ 916.49	\$ 943.99	\$ 972.31	\$ 1,001.48	
			90%	\$ 812.70	\$ 837.08	\$ 862.19	\$ 888.06	\$ 914.70	\$ 942.14	\$ 970.41	\$ 999.52	\$ 1,029.50	\$ 1,060.39	
			AF After Storage Loss	984.31	983.62	982.93	982.24	981.56	980.87	980.18	979.50	978.81	978.13	
			80%	\$ 711,066	\$ 731,885	\$ 753,314	\$ 775,370	\$ 798,072	\$ 821,439	\$ 845,490	\$ 870,245	\$ 895,725	\$ 921,951	
			Profit @ 80%:									\$ 23,725	\$ 49,951	
			ROI @ 80%:									3%	6%	
		85%	\$ 755,508	\$ 777,628	\$ 800,396	\$ 823,831	\$ 847,952	\$ 872,779	\$ 898,333	\$ 924,636	\$ 951,708	\$ 979,573		
		Profit @ 85%:						\$ 779	\$ 26,333	\$ 52,636	\$ 79,708	\$ 107,573		
		ROI @ 85%:						0%	3%	6%	9%	12%		
		90%	\$ 799,949	\$ 823,371	\$ 847,478	\$ 872,292	\$ 897,831	\$ 924,119	\$ 951,176	\$ 979,026	\$ 1,007,691	\$ 1,037,195		
		Profit @90%:				\$ 292	\$ 25,831	\$ 52,119	\$ 79,176	\$ 107,026	\$ 135,691	\$ 165,195		
		ROI @ 90%:				0%	3%	6%	9%	12%	16%	19%		

Assuming 4% Rate Increase	AF Purchased 1000		AF After Evaporation 985											
			Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033		
	Purchase Price:	\$ 872	Potential Met Rate:	\$ 903	\$ 939	\$ 977	\$ 1,016	\$ 1,056	\$ 1,099	\$ 1,143	\$ 1,188	\$ 1,236	\$ 1,285	
	Total Spent:	\$ 872,000	80%	\$ 722.40	\$ 751.30	\$ 781.35	\$ 812.60	\$ 845.11	\$ 878.91	\$ 914.07	\$ 950.63	\$ 988.65	\$ 1,028.20	
			85%	\$ 767.55	\$ 798.25	\$ 830.18	\$ 863.39	\$ 897.92	\$ 933.84	\$ 971.20	\$ 1,010.04	\$ 1,050.45	\$ 1,092.46	
			90%	\$ 812.70	\$ 845.21	\$ 879.02	\$ 914.18	\$ 950.74	\$ 988.77	\$ 1,028.32	\$ 1,069.46	\$ 1,112.24	\$ 1,156.73	
			AF After Storage Loss	\$ 984.31	\$ 983.62	\$ 982.93	\$ 982.24	\$ 981.56	\$ 980.87	\$ 980.18	\$ 979.50	\$ 978.81	\$ 978.13	
			80%	\$ 711,066	\$ 738,991	\$ 768,013	\$ 798,174	\$ 829,520	\$ 862,097	\$ 895,953	\$ 931,139	\$ 967,707	\$ 1,005,710	
			Profit @ 80%:								\$ 23,953	\$ 59,139	\$ 95,707	\$ 133,710
			ROI @ 80%:								3%	7%	11%	15%
		85%	\$ 755,508	\$ 785,178	\$ 816,013	\$ 848,060	\$ 881,365	\$ 915,978	\$ 951,950	\$ 989,335	\$ 1,028,188	\$ 1,068,567		
		Profit @ 85%:						\$ 9,365	\$ 43,978	\$ 79,950	\$ 117,335	\$ 156,188	\$ 196,567	
		ROI @ 85%:						1%	5%	9%	13%	18%	23%	
		90%	\$ 799,949	\$ 831,365	\$ 864,014	\$ 897,946	\$ 933,210	\$ 969,859	\$ 1,007,947	\$ 1,047,531	\$ 1,088,670	\$ 1,131,424		
		Profit @90%:				\$ 25,946	\$ 61,210	\$ 97,859	\$ 135,947	\$ 175,531	\$ 216,670	\$ 259,424		
		ROI @ 90%:					3%	7%	11%	16%	20%	25%	30%	

Assuming 5.6% Rate Increase	AF Purchased 1000		AF After Evaporation 985																					
				Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033											
	Purchase Price:	\$	872	Potential Met Rate:	\$	903	\$	954	\$	1,007	\$	1,063	\$	1,123	\$	1,186	\$	1,252	\$	1,322	\$	1,396	\$	1,475
	Total Spent:	\$	872,000	80%	\$	722.40	\$	762.85	\$	805.57	\$	850.69	\$	898.32	\$	948.63	\$	1,001.75	\$	1,057.85	\$	1,117.09	\$	1,179.65
				85%	\$	767.55	\$	810.53	\$	855.92	\$	903.85	\$	954.47	\$	1,007.92	\$	1,064.36	\$	1,123.97	\$	1,186.91	\$	1,253.38
				90%	\$	812.70	\$	858.21	\$	906.27	\$	957.02	\$	1,010.62	\$	1,067.21	\$	1,126.97	\$	1,190.08	\$	1,256.73	\$	1,327.11
				AF After Storage Loss		984.31		983.62		982.93		982.24		981.56		980.87		980.18		979.50		978.81		978.13
				80%	\$	711,066	\$	750,360	\$	791,825	\$	835,582	\$	881,757	\$	930,484	\$	981,903	\$	1,036,164	\$	1,093,423	\$	1,153,847
				Profit @ 80%:									\$	9,757	\$	58,484	\$	109,903	\$	164,164	\$	221,423	\$	281,847
				ROI @ 80%:										1%		7%		13%		19%		25%		32%
			85%	\$	755,508	\$	797,257	\$	841,315	\$	887,806	\$	936,867	\$	988,639	\$	1,043,272	\$	1,100,924	\$	1,161,762	\$	1,225,962	
			Profit @ 85%:									\$	15,806	\$	64,867	\$	116,639	\$	171,272	\$	228,924	\$	289,762	
			ROI @ 85%:										2%		7%		13%		20%		26%		33%	
			90%	\$	799,949	\$	844,155	\$	890,804	\$	940,030	\$	991,977	\$	1,046,794	\$	1,104,641	\$	1,165,684	\$	1,230,101	\$	1,298,078	
			Profit @90%:									\$	18,804	\$	68,030	\$	119,977	\$	174,794	\$	232,641	\$	293,684	
			ROI @ 90%:										2%		8%		14%		20%		27%		34%	

		AF Purchased 1000		AF After Evaporation 985																					
						Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033										
Assuming Increases as Stated in 2023-08-30 CAMP4 Presentation	Purchase Price:	\$	872	Potential Met Rate:	\$	903	\$	966	\$	1,024	\$	1,086	\$	1,151	\$	1,220	\$	1,281	\$	1,345	\$	1,412	\$	1,483	
	Total Spent:	\$	872,000	80%	\$	722.40	\$	772.97	\$	819.35	\$	868.51	\$	920.62	\$	975.85	\$	1,024.65	\$	1,075.88	\$	1,129.67	\$	1,186.16	
				85%	\$	767.55	\$	821.28	\$	870.56	\$	922.79	\$	978.16	\$	1,036.85	\$	1,088.69	\$	1,143.12	\$	1,200.28	\$	1,260.29	
				90%	\$	812.70	\$	869.59	\$	921.76	\$	977.07	\$	1,035.69	\$	1,097.84	\$	1,152.73	\$	1,210.36	\$	1,270.88	\$	1,334.43	
				AF After Storage Loss		984.31		983.62		982.93		982.24		981.56		980.87		980.18		979.50		978.81		978.13	
				80%	\$	711,066	\$	760,308	\$	805,362	\$	853,086	\$	903,639	\$	957,186	\$	1,004,342	\$	1,053,821	\$	1,105,738	\$	1,160,212	
				Profit @ 80%:										\$	31,639	\$	85,186	\$	132,342	\$	181,821	\$	233,738	\$	288,212
				ROI @ 80%:											4%	10%	15%	21%	27%	33%					
				85%	\$	755,508	\$	807,827	\$	855,697	\$	906,404	\$	960,116	\$	1,017,011	\$	1,067,114	\$	1,119,685	\$	1,174,846	\$	1,232,725	
				Profit @ 85%:										\$	34,404	\$	88,116	\$	145,011	\$	247,685	\$	302,846	\$	360,725
				ROI @ 85%:											4%	10%	17%	22%	28%	35%	41%				
				90%	\$	799,949	\$	855,346	\$	906,033	\$	959,722	\$	1,016,593	\$	1,076,835	\$	1,129,885	\$	1,185,549	\$	1,243,955	\$	1,305,238	
				Profit @90%:										\$	34,033	\$	87,722	\$	144,593	\$	204,835	\$	257,885	\$	313,549
				ROI @ 90%:											4%	10%	17%	23%	30%	36%	43%	50%			