



WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

REGULAR BOARD MEETING
AGENDA

THURSDAY, JUNE 1, 2023
CLOSED SESSION - 5:30 P.M. • OPEN SESSION – 7:30 P.M.

BOARD OF DIRECTORS

Gregory Young, President
Daniel Jenkins, Vice President
Angela Garcia, Director
Kelvin Moore, Director
Channing Hawkins, Director

"In order to comply with legal requirements for posting of agendas, only those items filed with the Board Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wwwd.org.

If you require additional assistance, please contact administration@wwwd.org.

OPENING CEREMONIES

Call to Order
Roll Call of Board Members
Pledge of Allegiance
Opening Prayer

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Two (2).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - pursuant to Paragraph one (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 Titles: Acting General Manager.
- PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957(B)(1). Titles: General Counsel, Interim General Counsel.

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATIONS

1. May Legislative Update from Tres Es.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

1. May 4, 2023 - Regular Board Meeting Minutes.
2. Approve Change Order No. 1 for \$75,620.50 for the Construction of the Santa Ana Avenue Transmission Main Project Phase II for C.P. Construction Co., Inc.
3. Purchase a Total Organic Carbon Analyzer.
4. 2022 Water Quality Report Update.
5. Funds Transfer Report - April 2023.
6. Treasurer's Report - April 2023.
7. Monthly Revenue & Expenditures Report - April 2023.
8. Cash Disbursements Reports - April 2023.
9. Purchase Order Report - April 2023.
10. Three-Year Agreement for Uniforms, Mats and Cleaning Cloths with UniFirst.
11. Three-Year Agreement for Gasoline and Diesel.
12. Three-Year Agreement for Landscape Maintenance.
13. Three-Year Agreement for Janitorial Services.
14. Approve Legal Invoice Payment to Liebert Cassidy Whitmore for April 2023, Invoice #240723 for \$897.00, Invoice #240542 for \$726.00, and Invoice #240767 for \$3,575.70.
15. Approve Legal Invoice Payment to Atkinson Andelson Loya Ruud and Romo, Invoice #68127 for \$2,133.13.

BUSINESS MATTERS

Consideration of:

16. ACWA Elections and Voting Delegate Selection.

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members
2. General Manager
3. Legal Counsel

UPCOMING MEETINGS

- June 12, 2023 - Human Resources Committee Meeting at 6:00 p.m.
- June 13, 2023 - Safety & Technology Committee Meeting at 6:00 p.m.
- June 14, 2023 - Executive Committee Meeting at 6:00 p.m.
- June 15, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.
- June 20, 2023 - Engineering, Operations, and Planning Committee Meeting at 6:00 p.m.
- June 26, 2023 - External Affairs Committee Meeting at 6:00 p.m.
- June 27, 2023 - Policy Review & Oversight Committee Meeting at 6:00 p.m.
- June 28, 2023 - Executive Committee Meeting at 5:30 p.m.
- June 28, 2023 - Finance Committee Meeting at 6:00 p.m.
- July 6, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.
- July 10, 2023 - Human Resources Committee Meeting at 6:00 p.m.
- July 11, 2023 - Safety & Technology Committee Meeting at 6:00 p.m.
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- July 18, 2023 - Engineering, Operations, and Planning Committee Meeting at 6:00 p.m.
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UPCOMING COMMUNITY EVENTS

- June 9 - Colton Chamber of Commerce Golf Tournament (Arrowhead Golf Club)
- July 8 - City of Colton's 136th Birthday Celebration (Colton High School)
- August 1 - National Night Out (Fontana) - Miller Park Amphitheater
- August 1 - National Night Out (Rialto)

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- August 11 - BIA Water Conference, Ontario, CA
- August 18 - August 31, 2023 - CSDA Annual Conference, Monterey
- October 22 - October 25, 2023 - CSDA Special District Leadership Academy, Santa Rosa
- November 28 - November 30, 2023 - ACWA Fall Conference, Indian Wells

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on May 25, 2023.

Elvia Dominguez

Elvia Dominguez, Board Secretary

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

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**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: MAY LEGISLATIVE UPDATE FROM TRES ES

BACKGROUND:

The California Legislative advanced three water bills of concern to the water industry:

- AB 460 (Bauer-Kahan) passed out of the Assembly Judiciary Committee with a vote of 7-2-2 and moves to the Assembly Appropriations Committee
- SB 389 (Allen) passed out of the Senate Natural Resources and Water Committee and will next moves to the Senate Appropriations Committee. While the bill narrowly advanced out of committee on a 6-3-2 vote, multiple committee members raised concerns with the bill. In particular, committee members questioned the need to hand the State Water Resources Control Board sweeping authority to investigate law-abiding water right holders.
- AB 1337 (Wicks) passed out of the Assembly Water, Parks, and Wildlife Committee on April 18 with amendments and will also be heard in the Assembly Appropriations Committee.

DISCUSSION:

Attached are staff's legislative report monitoring bills that could have an impact to West Valley Water District (WVWD) (Exhibit A), and additional reports from Tres Es Inc (Exhibit B and Exhibit C) and federal lobbyist David Turch & Associates (Exhibit D).

Staff will continue to work with our State and Federal lobbyists to monitor legislation and funding opportunities, additionally we will continue to participate in association legislative forums and calls.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

This item is for information only.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ/sp

ATTACHMENT(S):

1. West Valley Water District Legislative Report - Exhibit A
2. Tres Es Legislative Report - Exhibit B
3. Tres Es Legislation - Exhibit C
4. David Turch Advocacy Report for APRIL 2023 - Exhibit D

MEETING HISTORY:

05/22/23 External Affairs Committee REFERRED TO BOARD

MONTHLY LEGISLATIVE REPORT

MAY 2023



2023 LEGISLATIVE CALENDAR

MAY

- May 5: Last day for policy committees to hear and report to the Floor non-fiscal bills introduced in their house
- May 12: Last day for policy committees to meet prior to June 5
- May 19: Last day for fiscal committees to hear and report to the Floor bills introduced in their house
- May 19: Last day for fiscal committees to meet prior to June 5
- May 30-June 2: Floor session only. No committee may meet for any purpose except Rules Committee

JUNE

- June 2: Last day for each house to pass bills introduced in that house
- June 5: Committee meetings may resume
- June 15: Budget Bill must be passed by midnight

JULY

- July 14: Last day for policy committees to meet and report bills.
- July 14: Summer Recess begins upon adjournment, provided Budget Bill has been passed (J.R. 51(a)(3)).

AUGUST

- Aug. 14: Legislature reconvenes from Summer Recess

2023 LEGISLATIVE CALENDAR

SEPTEMBER

- Sept. 1: Last day for fiscal committees to meet and report bills
- Sept. 5 - 14: Floor session only. No committees may meet for any purpose, except Rules Committee
- Sept. 8: Last day to amend on the Floor
- Sept. 14: Last day for each house to pass bills. (J.R. 61(a)(14)).
Interim Recess begins upon adjournment

OCTOBER

- Oct. 14: Last day for Governor to sign or veto bills passed by the Legislature on or before Sept. 14 and in the Governor's possession on or after Sept. 14

CALIFORNIA LEGISLATURE ADVANCES THREE WATER RIGHT BILLS TO APPROPRIATIONS COMMITTEES

Two water rights bills in which ACWA is leading a large coalition to oppose advanced out of committees Tuesday despite several ACWA members and others in the coalition, testifying to urge “No” votes. A third water rights bill advanced last week.

AB 460 (Bauer-Kahan) passed out of the Assembly Judiciary Committee with a vote of 7-2-2 and moves to the Assembly Appropriations Committee. Brian Poulson, General Counsel for El Dorado Irrigation District and Chair of ACWA’s State Legislative Committee, provided lead testimony in opposition to the bill alongside Jennifer Pierre, General Manager of the State Water Contractors. More than 20 other people testified in opposition to the bill.

SB 389 (Allen) passed out of the Senate Natural Resources and Water Committee and will next moves to the Senate Appropriations Committee. While the bill narrowly advanced out of committee on a 6-3-2 vote, multiple committee members raised concerns with the bill. In particular, committee members questioned the need to hand the State Water Resources Control Board sweeping authority to investigate law-abiding water right holders.

AB 1337 (Wicks) passed out of the Assembly Water, Parks, and Wildlife Committee on April 18 with amendments and will also be heard in the Assembly Appropriations Committee.

ACWA’s State Legislative Committee has taken an oppose position on all three bills that threaten to undermine the basic foundation of water management and water delivery in California. ACWA staff is making it a top priority to stop them and is leading a coalition of water and business/economic interests in opposition of the following bills.

AB 460 (Bauer-Kahan) would grant the State Water Resources Control Board new and sweeping authority to issue interim relief orders against water diverters and users. Additionally, these orders could be issued without holding a hearing in which water right holders could defend their actions.

The bill would also authorize the State Water Board to enforce the orders by imposing onerous and costly requirements on water users. This could include curtailing diversions, imposing new minimum streamflow requirements, directing reservoir operations, requiring the diverter to conduct technical studies, and more.

AB 1337 (Wicks) would authorize the State Water Board to issue curtailment orders against all water right holders and during any water year type. This would have the potential to significantly impact the certainty and availability of water supplies.

Governor's Revised 2023-2024 Budget Proposal Released

On Friday, May 12, Governor Newsom released the 2023-24 May Revision to his state budget proposal. When the Governor released his budget proposal in January there was a projected \$22.5 billion deficit to the state budget. The May Revision also recorded an additional \$9.3 billion revenue shortfall, bringing the total anticipated deficit to \$31.5 billion.

Revenue collected by the state has fallen short of initial projections due in some part to the late collection of state income tax revenue as a result of the October tax filing deadline extension by the IRS and Franchise Tax Board for certain areas impacted by severe winter weather. The Governor noted that the federal debt ceiling impasse and roughly \$42 billion in forecasted delayed tax receipts have impacted the revision of the budget. Funding to high priority areas including education, homelessness, health care, and climate remain at their proposed January funding levels.

Despite healthy state fiscal reserves, the Governor has declined to tap into these funds. Democrats in the Legislature have drafted a plan which would raise funding through a corporate tax increase which Newsom has stated that he does not support. To address the funding shortfall, the administration has proposed a series of cuts, delays, and reductions to funding. While the May Revision does not contain trigger cuts, it does maintain most of the \$3.9 billion in trigger reductions included in the Governor's January budget proposal.

Climate Change

In the May Revision, there is a continuation of a multi-year wildfire and forest resilience package worth \$2.7 billion. Additionally, the revision contains an allocation of \$290 million for a flood-related funding package that targets the reduction of flood risk and enhances flood system resilience. The Governor's office will continue to work with the Legislature to pursue a climate bond in the upcoming months. Due to decreased revenue projections and increased budgetary pressures, the May Revision includes an extra \$1.1 billion General Fund realignment across climate resilience programs which are bond eligible. Specific funding sources transitioning to the climate bond include: \$270 million for water recycling, \$100 million for the Regional Resilience Program, \$100 million for urban greening, \$60 million towards the Sustainable Groundwater Management Act (SGMA) implementation, \$50 million for dam safety and flood management, and \$20 million for multi-benefit land repurposing.

Zero-Emission Vehicles (ZEV) Acceleration

The Governor's office has touted that recent data indicates the state has achieved putting 1.5 million Zero Emission Vehicles (ZEVs) on the road two years before the projected timeline. The Administration has committed to maintaining 89 percent or \$8.9 billion in investments to expand ZEV deployment. Some of the initiatives related to ZEV deployment have also had their funding sources replaced; \$635 million will be sourced from the Greenhouse Gas

Reduction Fund (instead of the General Fund) to underwrite certain ZEV programs. The Administration's ZEV investments include a wide range of initiatives such as the improvement of short-haul trucks, school buses, and passenger vehicles. Investments will also include provisions for infrastructure development and incentives to support in-state manufacturing.

Drought Response and Water Resilience

The Governor has allocated \$8.5 billion towards Drought Response and Water Resilience and proposes a reduction of \$125 million from drought funding, shifted to flood funding. The aim is to sustain the state's drought response, implement the current water supply strategy, and enhance flood preparedness and response. The May Revision also includes \$75 million one-time General Fund to support local flood control projects, including in communities impacted by recent storms, such as the Pajaro River Flood Risk Management Project. Other significant changes include:

- Delta Salinity Barriers—A reduction of \$24.5 million one-time General Fund. The Department of Water Resources no longer anticipates needing to install the salinity barriers as a result of improved statewide water conditions.
- Agriculture and Delta Drought Response Program (LandFlex)—A reduction of \$25 million one-time General Fund because water conditions have improved.

As there has been an improvement in the statewide water conditions due to recent winter and spring storms, a reduction in the need for immediate drought relief arose and funds have been diverted to flood contingency programs as the state faces potential flood conditions.

Flood Mitigation

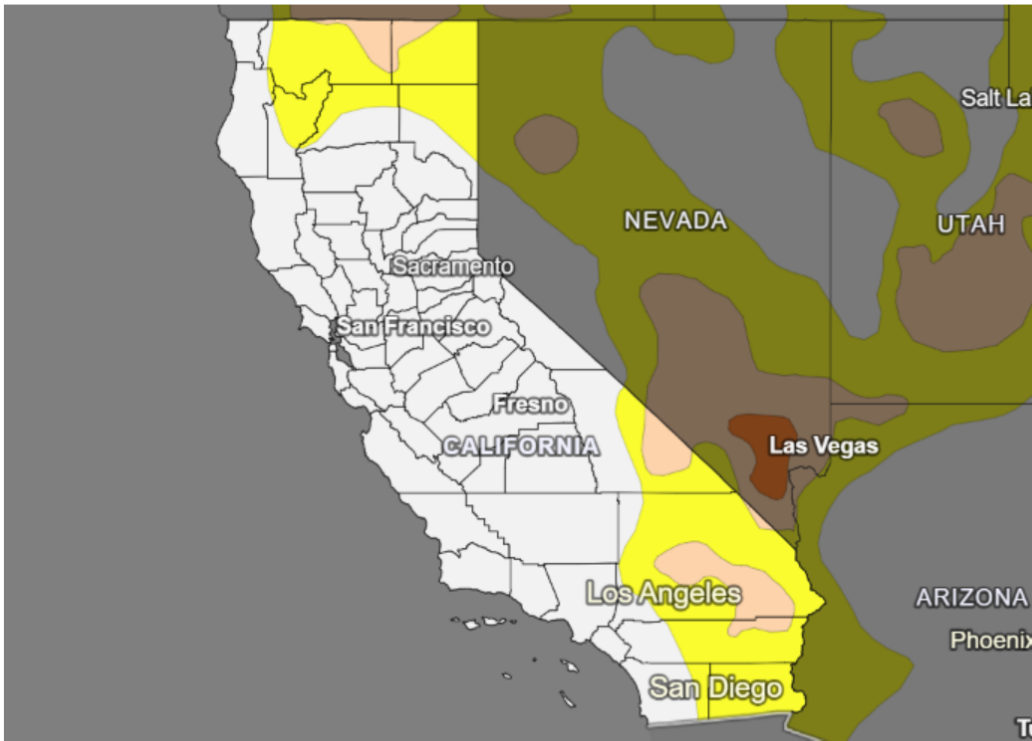
The revised budget aims to allocate \$492 million towards safeguarding the state from the adverse impacts of flooding, both in the Central Valley and across the state. One-time funding will primarily focus on aiding communities at risk, particularly the Tulare Basin, which continues to contend with the consequences of the winter storms, and to enhance their resilience to future floods.

The Governor's budget plan proposes investing an additional \$290 million in novel flood initiatives. In total, the state plans to invest nearly \$500 million in flood protection.

Additional provisions aim to facilitate the safe diversion of floodwater for the purpose of recharging groundwater. By establishing clear criteria for diverting flood water without permits or impinging on water rights, the proposal aims to simplify measures to harness floodwater for groundwater recharge.

STATE DROUGHT CONDITIONS

U.S. Drought Monitor: California



Drought & Dryness Categories

Drought & Dryness Category	% of CA
D0 – Abnormally Dry	26.0%
D1 – Moderate Drought	6.0%
D2 – Severe Drought	0.0%
D3 – Extreme Drought	0.0%
D4 – Exceptional Drought	0.0%
Total Area in Drought (D1-D4)	6.0%

Source(s): NDMC, NOAA, USDA
 Updates Weekly: 05/09/23

[Drought.gov](https://drought.gov)

LEGISLATIVE MATRIX

Bill Number	Title	Summary	Effects on WWWD	Positions
<p>AB 249 Holden</p>	<p>California Flood Protection Bond Act of 2024.</p>	<p>Would require a community water system that serves a schoolsite, as defined, to test for lead in the potable water system outlets of the schoolsite before January 1, 2027, except for potable water system outlets in buildings that were either constructed after January 1, 2010, or modernized after January 1, 2010, and all faucets and other end point devices used for providing potable water were replaced as part of the modernization. The bill would require the community water system to report its findings to the applicable school or local educational agency and to the state board. The bill would require the local educational agency or school, if the lead level exceeds a specified level at a schoolsite, to notify the parents and guardians of the pupils who attend the schoolsite, take immediate steps to make inoperable and shut down from use all fountains and faucets where the excess lead levels may exist, and work with the schoolsites under its jurisdiction to ensure that a potable source of drinking water is provided for pupils, as specified. The bill would require a community water system to prepare a sampling plan for each schoolsite where lead sampling is required under these provisions. The bill would require the state board to make the results of schoolsite lead sampling publicly available by posting the results on its internet website. By imposing additional duties on local agencies, this bill would impose a state-mandated local program.</p>	<p>This bill requires a community water system that serves a schoolsite to test for lead in each of the schoolsite's potable water system outlets, as defined, on or before January 1, 2027, and report its findings to the applicable school or local educational agency within 10 business days after receiving the results from the testing laboratory or within two business days if the water lead level from any potable water system outlet on the schoolsite exceeds five parts per billion, and to the state board.</p>	<p>ACWA - Oppose CSDA - Oppose</p>
<p>AB 460 (Bauer-Kahan)</p>	<p>State Water Resources Control Board: interim relief.</p>	<p>Would grant the State Water Resources Control Board new and sweeping authority to issue interim relief orders against water diverters and users. Additionally, these orders could be issued without holding a hearing in which water right holders could defend their actions. The bill would also authorize the State Water Board to enforce the orders by imposing onerous and costly requirements on water users. This could include curtailing diversions, imposing new minimum streamflow requirements, directing reservoir operations, requiring the diverter to conduct technical studies, and more.</p>		<p>ACWA - Oppose CSDA - Watch</p>

LEGISLATIVE MATRIX

Bill Number	Title	Summary	Effects on WWVD	Positions
<p>AB 541 Wood</p>	<p>California Safe Drinking Water Act: wildfire aftermath: benzene testing.</p>	<p>Would direct the State Water Resources Control Board, on or after January 1, 2024, to require a public water system, water corporation, or water district that has experienced a major wildfire event within their service territory to test their water source for the presence of benzene immediately following that major wildfire event.</p>	<p>AB 541 would require public water systems to test for benzene following a major wildfire event allowing for more timely identification of water quality issues and enabling efficient wildfire response. ACWA staff recommend taking a “Watch” position on AB 541 and engaging with the author’s office to ensure the bill does not adopt broader requirements for water systems. This may be a case in which the little used, “Watch Like a Hawk” position is utilized.</p>	<p>ACWA - Oppose CSDA - Oppose</p>
<p>AB 557 Patterson</p>	<p>Open meetings: local agencies: teleconferences.</p>	<p>CSDA's 2023 sponsored bill on the Brown Act. This bill follows the successful passage of Assembly Bill 361 (R. Rivas, 2021), which established modified remote meeting procedures within the Brown Act for local agencies meeting during specified emergencies. CSDA is calling upon all special districts to register a support position.</p>	<p>This bill would eliminate the above-mentioned January 1, 2024 sunset date and extend indefinitely the provisions of the Brown Act that authorize a local agency to use teleconferencing without complying with specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health.</p>	<p>ACWA - Favor CSDA - Support</p>

LEGISLATIVE MATRIX

Bill Number	Title	Summary	Effects on WWVD	Positions
<p>AB 1337 Wicks</p>	<p>State Water Resources Control Board: water diversion curtailment.</p>	<p>The bill would authorize the State Water Board to implement regulations through orders curtailing the diversion or use of water under any claim of right. The bill would require the State Water Board to provide notice and an opportunity to be heard, except where an opportunity to be heard before the issuance of an order would be impractical given the likelihood of harm to the purposes outlined in the above A-E, or other relevant circumstances. The bill stipulates if the State Water Board does not provide an opportunity to be heard before the issuance of an order, the board shall promptly provide the opportunity after the issuance of the order. In the event the State Water Board issues an order without a hearing, the bill provides the process for reconsideration described in Chapter 4 of the Water Code (commencing with section 1120) as an example of a process the Board could utilize for a subsequent hearing. However, the bill does not prescribe a process for that subsequent hearing. The bill would allow the State Water Board to tailor the hearing to the circumstances of the order and allow the hearing to be collective, rather than an individual, process. Additionally, the bill would allow the hearing to be oral or written.</p>	<p>AB 1337 would overhaul how California has managed and delivered water for more than a century. The bill's vision for future water management involves handing the State Water Board unfettered authority to control water use as it sees fit. Under this proposed system of water management, water managers would operate at the whims of the state. Reliability in water rights would be severely diminished, and many water agencies would struggle to meet the needs of homes and businesses throughout the state</p>	<p>ACWA - Oppose CSDA - Oppose</p>
<p>AB 1572 Friedman</p>	<p>Potable water: nonfunctional turf.</p>	<p>Existing law establishes various state water policies, including the policy that the use of water for domestic purposes is the highest use of water. This bill would make legislative findings and declarations concerning water use, including that the use of potable water to irrigate nonfunctional turf is wasteful and incompatible with state policy relating to climate change, water conservation, and reduced reliance on the Sacramento-San Joaquin Delta ecosystem. The bill would direct all appropriate state agencies to encourage and support the elimination of irrigation of nonfunctional turf with potable water. This bill contains other related provisions and other existing laws. Attachments:</p>	<p>This bill phases in a ban on the use of potable water for nonfunctional turf, between 2026 and 2029, for certain state properties, commercial, industrial, municipal, and institutional properties, and multifamily residential properties. This bill requires the State Water Resources Control Board to develop regulations for implementation and reporting, as specified, and also allows the board to extend the compliance date for certain persons, institutions, and businesses by regulation. This bill contains requirements for property owners to self-report compliance, and requires urban water suppliers to assist with the state board for audits, as specified. This bill allows urban water supplier, city, county, or city and county enforcement, as specified. "Nonfunctional turf" means any turf that is not located in areas designated by a property owner or a government agency for recreational use or public assembly. Nonfunctional turf does not include turf located in cemeteries.</p>	<p>ACWA- Oppose CSDA- Oppose</p>

LEGISLATIVE MATRIX

Bill Number	Title	Summary	Effects on WVWD	Positions
<p>AB 1637 Irwin</p>	<p>State Water Resources Control Board: water shortage enforcement</p>	<p>Would, no later than January 1, 2026, require a local agency, as defined, that maintains an internet website for use by the public to ensure that the internet website utilizes a ".gov" top-level domain or a ".ca.gov" second-level domain and would require a local agency that maintains an internet website that is noncompliant with that requirement to redirect that internet website to a domain name that does utilize a ".gov" or ".ca.gov" domain. This bill, no later than January 1, 2026, would also require a local agency that maintains public email addresses to ensure that each email address provided to its employees utilizes a ".gov" domain name or a ".ca.gov" domain name. By adding to the duties of local officials, the bill would impose a state-mandated local program.</p>	<p>This bill we create added costs associated with migrating to a new domain and corresponding email addresses; confusion that will be created by forcing a new website to be utilized; and the absence of any resources to better assist local agencies with this proposed migration.</p>	<p>ACWA - Oppose CSDA - Not Favor</p>

LEGISLATIVE MATRIX

Bill Number	Title	Summary	Effects on WWVD	Positions
<p>SB 23 Caballero</p>	<p>Water supply and flood risk reduction projects: expedited permitting.</p>	<p>Current law prohibits an entity from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, except under specified conditions, including requiring the entity to send written notification to the Department of Fish and Wildlife regarding the activity in the manner prescribed by the department. This bill would require a project proponent, if already required to submit a notification to the department, to complete and submit environmental documentation to the department for the activity in the notification. Attachments:</p>	<p>This bill also amends the Water Code, and includes permit streamlining procedures that apply if, before filing an application for project certification for a water supply project or flood risk reduction project, both as defined, the project proponent requests a preapplication consultation with the state board or regional boards, as appropriate. The project proponent shall initiate the preapplication consultation at least 60 days before the filing of the application for project certification (period may run concurrently with any other preapplication or postapplication consultation period, as specified), and the bill contains provisions for follow up meetings.</p>	<p>ACWA -Support CSDA - Support</p>
<p>SB 389 Allen</p>	<p>State Water Resources Control Board: determination of water right.</p>	<p>Would authorize the State Water Board to investigate and determine the scope and validity of any water right claim. In any proceeding to evaluate the basis of a water right, the water right holder would have the burden of proving the basis of the right. ACWA has serious concerns with authorizing the State Water Board to drag water right holders before the Board to prove their claims.</p>	<p>In furtherance of such an investigation, the state board may issue an information order to a water right claimant, diverter, or user to provide technical reports or other information related to a diversion and use of water, as specified in the bill. After notice and opportunity for hearing, the state board may issue a decision or order determining the diversion and use basis of right, including the authorized scope of the diversion and use, or may issue a decision or order determining that the diversion and use is not authorized under any basis of right.</p>	<p>ACWA- Oppose CSDA- Watch</p>

LEGISLATIVE MATRIX

Bill Number	Title	Summary	Effects on WWVD	Positions
<p>SB 638 Eggman</p>	<p>Climate Resiliency and Flood Protection Bond Act of 2024.</p>	<p>Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,000,000,000 pursuant to the State General Obligation Bond Law, for flood protection and climate resiliency projects. This bill would provide for the submission of these provisions to the voters at the November 5, 2024, statewide general election. Attachments:</p>	<p>Possible Funding Mechanism for funds.</p>	<p>ACWA -Not Favored Unless Amended CSDA - Watch</p>
<p>SB 745 Cortese</p>	<p>The Drought-Resistant Buildings Act.</p>	<p>Current law prohibits an entity from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, except under specified conditions, including requiring the entity to send written notification to the Department of Fish and Wildlife regarding the activity in the manner prescribed by the department. This bill would require a project proponent, if already required to submit a notification to the department, to complete and submit environmental documentation to the department for the activity in the notification. Attachments:</p>	<p>This bill would require the California Building Standards Commission to develop and propose mandatory building standards to reduce the designed potable water demand of new buildings by 25% from current mandatory design requirements and to minimize the use of potable water for nonpotable uses. The bill would require the commission to adopt mandatory building standards that require new buildings to be designed to capture graywater and use alternative water sources for nonpotable building and landscaping water uses. It also requires adoption of model ordinance language and guidance for local implementation of the onsite treated graywater local program requirements set forth in Water Code Section 13558. (updated 3.7.23)</p>	<p>ACWA- Favor if Amended CSDA- Oppose unless amended</p>

TRES ES, INC.
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April 17, 2023

Greg Young
President, Board of Directors
WEST VALLEY WATER DISTRICT
855 West Base Line Road
Rialto, California 92376

Re: Legislative Report

Dear President Young and Members of the Board:

The Legislature reconvened from its Spring Recess on the 10th of April. Hearings on legislation is moving at a brisk pace as the deadline to pass fiscal bills out of committee looms large at the end of the month.

I. WATER SUPPLY CONDITIONS

The Department of Water Resources (DWR) conducted its fourth snow survey of the season on April 3, 2023, at Phillips Station. The manual survey recorded 126.5 inches of snow depth and a snow water equivalent of 54 inches, which is 221 percent of average for this location. The snow water equivalent measures the amount of water contained in the snowpack and is a key component of DWR's water supply forecast. Statewide the snowpack is 237 percent of average for March 3rd and is the snow water equivalent of 61.1 inches.

Statewide water year precipitation through April 16, 2023 is 30.11 inches, which is 145% of average for this time period. Based on these numbers, California is at 127% of average for the full water year which ends September 30, 2023. Statewide reservoir storage at the end of January is 104% of average levels. Storage can vary significantly based on size of the reservoir and its purpose.

II. STATE WATER PROJECT ALLOCATION

On March 24, 2023, the Department of Water Resources (DWR) announced a significant increase in forecasted State Water Project (SWP) deliveries this year. The DWR now expects to deliver 75 percent of requested water supplies, up from 30 percent first forecasted in January and 35% forecasted in March. That translates to an additional 1,700,000 acre-feet of water.

The 75 percent allocation forecast considers the snowpack and reservoir storage data from March, current hydrology conditions, spring runoff forecasts, and anticipation of dry conditions ahead. With the snow survey reading from April complete. It is anticipated that a new allocation will be announced at the end of the month.

III. GROUNDWATER

While winter storms have helped the snowpack and reservoirs, groundwater basins are much slower to recover. Many rural areas are still experiencing water supply challenges, especially communities that rely on groundwater supplies which have been depleted due to prolonged drought. Long-term drought conditions in the Colorado River Basin will also continue to impact the water supply for millions of Californians.

As of today's date, the groundwater monitoring wells are showing that 57% of the wells are below normal levels, 29% are at normal levels (an increase of 2 percentage points from our last report) and 15% are at above normal levels (an increase of 5 percentage points from our last report). Statewide reservoir storage at the end of January is 96% of average. Storage can vary significantly based on the size of the reservoir and its purpose.

IV. FUNDING FOR EV CHARGING PROJECTS

In December 2022, the California Energy Commission (CEC) approved a \$2.9 billion investment plan to accelerates California's 2025 electric vehicle (EV) charging and hydrogen refueling goals. The funds will support the deployment of thousands of zero-emission trucks, school buses and transit buses to deliver clean air benefits to communities hit hardest by the impacts of pollution from medium- and heavy-duty vehicles.

The 2022-2023 Investment Plan Update increases funding for the CEC's Clean Transportation Program by 30 times compared to 2019 with an additional \$2.4 billion from the recent state budget that will be spent over the next four years and with at least 50% targeted to benefit priority populations. CEC staff estimates the plan will result in 90,000 new EV chargers across the state, more than double the 80,000 chargers installed today. Combined with funding from utilities and other programs, these investments are expected to ensure the state achieves its goal to deploy 250,000 chargers by 2025.

The approved plan includes:

- \$1.7 billion for medium- and heavy-duty ZEV **infrastructure**.
- \$900 million for light-duty EV charging **infrastructure**.
- \$118 million for ZEV manufacturing.
- \$90 million for hydrogen refueling infrastructure.
- \$97 million for emerging opportunities such as aviation, locomotive, marine vessels and vehicle-grid integration.
 - \$15 million zero- and near-zero-carbon fuel production and supply.
 - \$15 million for low-carbon fuels.
 - \$10 million for workforce development.

The funds will become available over the next four years and distributed to projects through a mix of competitive funding solicitations and direct funding agreements. Projects include direct incentive and rebate programs for individuals and businesses.

In November 2022 the California Air Resources Board (CARB) approved a complementary plan for \$2.6 billion in clean transportation incentives including consumer vehicle rebates and heavy-duty and off-road equipment investments. Both are part of Governor Gavin Newsom's overall \$54 billion California Climate Commitment.

The California Electric Vehicle Infrastructure Project (CALeVIP) provides funding for installing publicly available EV charging stations. CALeVIP projects are funded through the California Energy Commission's Clean Transportation Program, which supports innovations in transportation and fuel technologies. The VIP 1.0 block grant provided \$186 million in EV charging rebates. In addition, CSE helped recruit an additional \$37 million in regional partner funding. CALeVIP 2.0 had \$30 million in rebates available through the Golden State Priority Project. Unfortunately, the window to apply for funding has closed. Tres Es will monitor the CALeVIP program for the next round of rebates.

Tres Es will continue to monitor funding opportunities for the District and provide updates as requested.

V. BILLS

The Brown Act is always a hot topic of legislation. This month this report will highlight items related to it.

Open Meeting Legislation

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency be open and public and that all people be permitted to attend and participate. The act authorizes the legislative body of a local agency to use teleconferencing for its meetings subject to certain requirements, including, among others, public notice of, and access to, each teleconference location and posting of a meeting agenda at each of the teleconference locations. Existing law, until January 1, 2026, exempts a local agency from these requirements if at least a quorum of its members participate from a singular physical location and other requirements are met. A number of governmental agencies are interested in keeping/reintroducing legislation for the remote attendance provisions that were available under the COVID-19 emergency orders.

Assembly Local Government Committee Chair Cecilia Aguiar-Curry informed members of the Assembly who approached her that legislation related to remote attendance for local agency open meetings would not pass through her committee. Legislative offices were understandably reluctant to introduce legislation contrary to the wishes of the policy committee chair. Assembly Member Pacheco introduced a spot bill on open meetings—AB 817—that will require substantive

amendments before it can be referred to a policy committee, which would be Assembly Local Government Committee.

Local agency state organization representatives have been contacted to determine whether there is interest in pursuing the topic of remote attendance utilizing telephone or videoconference technology. The California Special Districts Association (“CSDA”) has put forward AB 557 by Assembly Member Gregg Hart (D-Santa Barbara).

AB 557 would accomplish the following:

It extends the AB 361 provisions indefinitely. As enacted in 2021, AB 361 creates, until January 1, 2024, an exemption to teleconference public meeting requirements for local legislative bodies during state of emergency. AB 557 would extend the AB 361 abbreviated teleconferencing provisions when a declared state of emergency is in effect, or in other situations related to public health, as specified, indefinitely. The bill would also extend the period for a legislative body to make findings related to a continuing state of emergency and social distancing to not later than 45 days after the first teleconferenced meeting, and every 45 days thereafter, in order to continue to meet under the abbreviated teleconferencing procedures. This change provides legislative bodies with an additional 15 days in each instance.

When CSDA moved forward with AB 361 last year, it initially wanted to provide flexibility to the teleconferencing requirements during a proclaimed local emergency, as opposed to a state of emergency. However, the Association received stern opposition from the Assembly Speaker's office on this regard, hence the provisions of AB 361 only apply when the governor proclaims a state of emergency. In recent conversations with leadership, CSDA states that the Association received the same reaction to any suggestion of allowing this flexibility to be utilized during a proclaimed local emergency.

Other open meeting legislation introduced this session include:

SB 411 (Portantino) to authorize a legislative body to use alternate teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. The bill, however, defines “legislative body” to mean "a board, commission, or advisory body of a local agency, the membership of which board, commission, or advisory body is appointed and which board, commission, or advisory body is otherwise subject to this chapter." [This legislation would not apply to WRD as presently written.]

SB 527 (Becker) states the intent to enact subsequent legislation that expands local government’s access to hold public meetings through teleconferencing and remote access. [This is a ‘spot’ bill that will require substantive amendments before it can be referred to policy committee(s).]

AB 1275 (Arambula) would authorize the recognized statewide community college student organization and other student-run community college organizations to use teleconferencing for their meetings without having to (1) post agendas at all teleconferencing locations, (2) identify

each teleconference location in the notice and agenda, (3) make each teleconference location accessible to the public, and (4) require that a quorum of the student organization's members participate from a singular physical location.

We will continue to monitor open meeting legislation and engage legislators, legislative staff, policy committee staff, and stakeholders to encourage greater flexibility in the future for remote attendance. There is also a possibility that a different stance regarding remote participation presents itself when Assembly Member Robert Rivas becomes Speaker on July 1, that could provide an easier path for an open meeting bill to move through the process.

Thank you,
TRES ES, INC.

Richard Polanco
Senator (Ret.)

RP/js

Tres Es Inc
WVWD Report Legislation
2023-2024

[AB 30](#)

(Ward D) Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program.

Current Text: Introduced: 12/5/2022 [html](#) [.pdf](#)

Status: 3/14/2023-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 15. Noes 0.) (March 14). Re-referred to Com. on APPR.

Location: 3/14/2023-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chapere d
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1st House

2nd House

Summary: Current law establishes the Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program in the Department of Water Resources. Current law requires the department, upon an appropriation for purposes of the program, to research climate forecasting and the causes and impacts that climate change has on atmospheric rivers, to operate reservoirs in a manner that improves flood protection, and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers. This bill would rename that program the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program. The bill would require the department to research, develop, and implement new observations, prediction models, novel forecasting methods, and tailored decision support systems to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions.

[AB 62](#)

(Mathis R) Statewide water storage: expansion.

Current Text: Amended: 4/20/2023 [html](#) [.pdf](#)

Status: 4/24/2023-Re-referred to Com. on APPR.

Location: 4/19/2023-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chapere d
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1st House

2nd House

Summary: Current law establishes within the Natural Resources Agency the State Water Resources Control Board and the California regional water quality control boards. Current law requires the work of the state board to be divided into at least 2 divisions, known as the Division of Water Rights and the Division of Water Quality. This bill would establish a statewide goal to increase above- and below-ground water storage capacity by a total of 3,700,000 acre-feet by the year 2030 and a total of 4,000,000 acre-feet by the year 2040. The bill would require the Department of Water Resources, in consultation with the state board, to take reasonable actions to promote or assist efforts to achieve the statewide goal, as provided. The bill would require the department, beginning July 1, 2027, and on or before July 1 every 2 years thereafter until January 1, 2043, in consultation with the state board, to prepare and submit a report to the Legislature on the progress made to achieve the statewide goal.

[AB 66](#)

(Mathis R) Natural Resources Agency: water storage projects: permit approval.

Current Text: Amended: 3/29/2023 [html](#) [.pdf](#)

Status: 4/19/2023-In committee: Set, first hearing. Referred to suspense file.

Location: 4/19/2023-A. APPR. SUSPENSE FILE

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1st House

2nd House

Summary: Current law establishes the Natural Resources Agency, composed of departments, boards, conservancies, and commissions responsible for the restoration, protection, and management of the state's natural and cultural resources. Current law establishes in the agency the Department of Water Resources, which manages and undertakes planning with regard to water resources in the state. This bill would require the agency, and each department, board, conservancy, and commission within the agency, to take all reasonable steps to approve the necessary permits for specified projects that meet certain employment conditions within 180 days from receiving a complete permit application.

AB 231

(Chen R) Shareholders' meetings: remote communication.

Current Text: Introduced: 1/12/2023 [html](#) [.pdf](#)

Status: 4/20/2023-Read third time. Passed. Ordered to the Senate. (Ayes 76. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.

Location: 4/20/2023-S. RLS.

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1st House

2nd House

Summary: The General Corporation Law authorizes corporations not governed by other specified state laws to conduct a meeting of shareholders solely by electronic transmission by and to the corporation, electronic video screen communication, conference telephone, or other means of remote communication if the meeting is conducted on or before December 31, 2025, as specified, and includes a live audiovisual feed for the duration of the meeting. Current law provides that a de minimis disruption of an audio, visual, or audiovisual feed does not require a corporation to end a shareholder meeting under, or render the corporation out of compliance with, the above-described provisions. This bill would authorize corporations conducting a meeting on or before December 31, 2025, as described above, to offer, in addition to the live audiovisual feed, an audio-only means of participation. The bill would grant the shareholder or proxyholder the right to choose whether to participate via audiovisual or audio-only means and would prohibit the corporation from imposing any barriers on either mode of participation. The bill would provide that a de minimis disruption of an audio or audiovisual feed does not require a corporation to end a shareholder meeting under, or render the corporation out of compliance with, those provisions. The bill would extend those same provisions to a nonprofit public benefit corporation, nonprofit mutual benefit corporation, nonprofit religious corporation, or cooperative corporation holding a meeting of members.

AB 249

(Holden D) Water: schoolsites: lead testing: conservation.

Current Text: Amended: 3/30/2023 [html](#) [.pdf](#)

Status: 4/3/2023-Re-referred to Com. on APPR.

Location: 3/30/2023-A. APPR.

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1st House

2nd House

Summary: Would require a community water system that serves a schoolsite, as defined, to test for lead in the potable water system outlets of the schoolsite before January 1, 2027, except for potable water system outlets in buildings that were either constructed after January 1, 2010, or modernized after January 1, 2010, and all faucets and other end point devices used for providing potable water were replaced as part of the modernization. The bill would require the community water system to report its findings to the applicable school or local educational agency and to the state board. The bill would require the local educational agency or school, if the lead level exceeds a specified level at a schoolsite, to notify the parents and guardians of the pupils who attend the schoolsite, take immediate steps to make inoperable and shut down from use all fountains and faucets where the excess lead levels may exist, and work with the schoolsites under its jurisdiction to ensure that a potable source of drinking water is provided for pupils, as specified. The bill would require a community water system to prepare a sampling plan for each schoolsite where lead sampling is required under these provisions. The bill would require the state board to make the results of schoolsite lead sampling publicly available by posting the results on its internet website. By imposing additional duties on local agencies, this bill would impose a state-mandated local program.

AB 541

(Wood D) California Safe Drinking Water Act: wildfire aftermath: benzene testing.

Current Text: Introduced: 2/8/2023 [html](#) [pdf](#)

Status: 4/20/2023-Read second time. Ordered to Consent Calendar.

Location: 4/19/2023-A. CONSENT CALENDAR

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1st House

2nd House

Summary: Would direct the State Water Resources Control Board, on or after January 1, 2024, to require a public water system, water corporation, or water district that has experienced a major wildfire event within their service territory to test their water source for the presence of benzene immediately following that major wildfire event.

AB 557

(Hart D) Open meetings: local agencies: teleconferences.

Current Text: Introduced: 2/8/2023 [html](#) [pdf](#)

Status: 2/17/2023-Referred to Com. on L. GOV.

Location: 2/17/2023-A. L. GOV.

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1st House

2nd House

Summary: Current law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health, as specified. If there is a continuing state of emergency, or if state or local officials have imposed or recommended measures to promote social distancing, existing law requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures. Current law requires a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option. Current law prohibits a legislative body that holds a teleconferenced meeting under these abbreviated teleconferencing procedures from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. This bill would extend the above-described abbreviated teleconferencing provisions when a declared state of emergency is in effect, or in other situations related to public health, as specified, indefinitely.

AB 560

(Bennett D) Sustainable Groundwater Management Act: groundwater adjudication.

Current Text: Amended: 4/12/2023 [html](#) [.pdf](#)

Status: 4/17/2023-Re-referred to Com. on APPR.

Location: 4/11/2023-A. APPR.

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1st House

2nd House

Summary: Current law prohibits a court from approving entry of judgment in certain adjudication actions for a basin required to have a groundwater sustainability plan under the Sustainable Groundwater Management Act, unless the court finds that the judgment would not substantially impair the ability of a groundwater sustainability agency, the State Water Resources Control Board, or the Department of Water Resources to comply with the act and to achieve sustainable groundwater management. This bill would require the court to refer the proposed judgment to the board for a nonbinding advisory determination as to whether the proposed judgment will substantially impair the ability of a groundwater sustainability agency, the board, or the department to achieve sustainable groundwater management, as provided. The bill would require the board to consult with the department before making its determination.

AB 565

(Lee D) Water quality: pollution prevention plans.

Current Text: Amended: 3/16/2023 [html](#) [.pdf](#)

Status: 4/18/2023-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 4/18/2023-S. RLS.

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1st House

2nd House

Summary: The Porter-Cologne Water Quality Control Act establishes a statewide program for the control of the quality of all the waters of the state. The act authorizes the State Water Resources Control Board, a California regional water quality control board, or a publicly owned treatment works to require a discharger, as defined, to complete a pollution prevention plan if the discharger meets certain criteria. This bill would repeal an obsolete provision of law relating to pollution prevention plans and would make a conforming change.

AB 664

(Lee D) California Safe Drinking Water Act: domestic wells.

Current Text: Introduced: 2/9/2023 [html](#) [.pdf](#)

Status: 4/24/2023-Read third time. Passed. Ordered to the Senate. (Ayes 63. Noes 2.) In Senate, Read first time. To Com. on RLS. for assignment.

Location: 4/24/2023-S. RLS.

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1st House

2nd House

Summary: Current law authorizes the State Water Resources Control Board to order consolidation where a disadvantaged community, in whole or in part, is substantially reliant on domestic wells that consistently fail to provide an adequate supply of safe drinking water, or are at-risk domestic wells. Current law provides that any domestic well owner within the consolidation or extended service area that does not provide written consent shall be ineligible, until the consent is provided, for any future water-related grant funding from the state other than funding to mitigate a well failure, disaster, or other emergency. Current law makes it a crime to knowingly commit several acts related to safe drinking water, including violating an order issued by the board pursuant to the act that has a substantial probability of presenting an imminent danger to the health of persons. This bill would require any domestic well owner within the consolidation or extended service area that does not provide written consent to ensure that tenants of rental properties served solely by that domestic well have access to safe drinking water until consent is provided.

AB 676

(Bennett D) Water: general state policy.

Current Text: Amended: 3/13/2023 [html](#) [.pdf](#)

Status: 3/27/2023-In committee: Hearing postponed by committee.

Location: 2/23/2023-A. W.P. & W.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chapere d
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1st House

2nd House

Summary: Current law establishes various state water policies, including the policy that the use of water for domestic purposes is the highest use of water and that the next highest use is for irrigation. This bill would provide specific examples of the use of water for domestic purposes, including, but not limited to, sustenance of human beings and household conveniences. The bill would provide that all water rights remain subject to specified laws.

AB 682

(Mathis R) State Water Resources Control Board: online search tool: funding applications.

Current Text: Amended: 3/20/2023 [html](#) [.pdf](#)

Status: 4/20/2023-Read second time. Ordered to Consent Calendar.

Location: 4/19/2023-A. CONSENT CALENDAR

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1st House

2nd House

Summary: Current law establishes the State Water Resources Control Board (state board) to exercise the adjudicatory and regulatory functions of the state in the field of water resources. Current law establishes the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and long terms. This bill would require, by January 1, 2025, the state board to update the state board's online search tool for funding applications to include a description of the additional information the state board needs from a water system to continue processing the water system's application and a description of the typical steps that must be completed before a funding agreement can be executed after receipt of a complete application, among other information, as specified.

AB 735

(Berman D) Workforce development: utility careers.

Current Text: Introduced: 2/13/2023 [html](#) [.pdf](#)

Status: 2/23/2023-Referred to Com. on L. & E.

Location: 2/23/2023-A. L. & E.

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1st House

2nd House

Summary: Would establish the High Road Utility Careers (HRUC) program, to be administered by the California Workforce Development Board, to connect existing resources with individuals interested in careers in the utility sector and ensure a continued reliable workforce for California utilities. The bill would require the board to administer the HRUC program through partnerships with statewide water, wastewater, and energy utility associations and to coordinate the program with existing and future programs and initiatives administered by the board, including high road training partnerships, in order to align interested individuals with available resources. The bill would require the HRUC program, upon appropriation by the Legislature, to dedicate funding and resources toward accomplishing specified goals, including connecting workers to high-quality jobs or entry-level work with defined routes to advancement and increasing skills and opportunities while expanding pipelines for low-income populations.

AB 753

(Papan D) State Water Pollution Cleanup and Abatement Account: annual proceed transfers.

Current Text: Introduced: 2/13/2023 [html](#) [.pdf](#)

Status: 4/19/2023-In committee: Set, first hearing. Referred to suspense file.

Location: 4/19/2023-A. APPR. SUSPENSE FILE

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1st House

2nd House

Summary: Would create within the Waste Discharge Permit Fund the Waterway Recovery Account, and annually transfer from the State Water Pollution Cleanup and Abatement Account, excluding administratively imposed civil liabilities that include a supplemental environmental project in connection with a monetary penalty, 50% of the annual proceeds to the Waterway Recovery Account. The bill would provide that moneys in the account created by the bill are continuously appropriated to the state board without regard to fiscal years to expend for the following purposes: for restoration projects that improve water quality standards, as specified; for the Clean Water Team Citizen Monitoring Program, to increase water quality monitoring; and to create and fund a community capacity program to increase disadvantaged and tribal community participation in state board and regional board outreach and regulatory processes, as specified.

AB 779

(Wilson D) Groundwater: adjudication.

Current Text: Introduced: 2/13/2023 [html](#) [.pdf](#)

Status: 4/11/2023-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 3.) (April 11). Re-referred to Com. on APPR.

Location: 4/11/2023-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptere d
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1st House

2nd House

Summary: Would require the court to invite a representative from the department or the State Water Resources Control Board to provide technical assistance or expert testimony on the amount of water in the basin subject to adjudication, equitable and sustainable pumping allocations for the basin, and sustainable groundwater management best practices and recommendations. The bill would require the court to take into account the needs of small farmers and disadvantaged communities, as those terms are defined, when entering a judgment. This bill contains other related provisions and other existing laws.

AB 805

(Arambula D) Drinking water consolidation: sewer service.

Current Text: Amended: 3/9/2023 [html](#) [.pdf](#)

Status: 4/19/2023-In committee: Set, first hearing. Referred to suspense file.

Location: 4/19/2023-A. APPR. SUSPENSE FILE

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1st House

2nd House

Summary: Would authorize the State Water Resources Control Board, if sufficient funds are available, to order consolidation of sewer service along with an order of consolidation of drinking water systems when both of the receiving and subsumed water systems provide sewer service and after the state board engages in certain activities, including, but not limited to, consulting with the relevant regional water board and the receiving water system and conducting outreach to ratepayers and residents served by the receiving and subsumed water systems, as provided.

AB 838

(Connolly D) California Water Affordability and Infrastructure Transparency Act of 2023.

Current Text: Amended: 3/21/2023 [html](#) [.pdf](#)

Status: 4/19/2023-In committee: Set, first hearing. Referred to suspense file.

Location: 4/19/2023-A. APPR. SUSPENSE FILE

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1st House

2nd House

Summary: The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. The act prohibits a person from operating a public water system unless the person first submits an application to the state board and receives a permit to operate the system, as specified. The act requires a public water system to submit a technical report to the state board as a part of the permit application or when otherwise required by the state board, as specified, and to submit the report in the form and format and at intervals specified by the state board. This bill would require, beginning January 1, 2025, and thereafter at intervals determined by the state board, public water systems to provide specified information and data related to customer water bills and efforts to replace aging infrastructure to the state board.

AB 1072

(Wicks D) Water conservation and efficiency: low-income residential customers.

Current Text: Amended: 4/25/2023 [html](#) [.pdf](#)

Status: 4/25/2023-Read second time and amended.

Location: 4/24/2023-A. APPR.

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1st House

2nd House

Summary: Would declare the policy of the state that all residents have access to water conservation and efficiency programs. The bill would also set forth related findings including that reaching the state's environmental justice goals and commitments requires designing climate adaptation programs so that all households may participate.

AB 1152

(Patterson, Joe R) Public agencies: causes of action: local planning and zoning: California Environmental Quality Act.

Current Text: Amended: 4/4/2023 [html](#) [.pdf](#)

Status: 4/10/2023-Re-referred to Coms. on L. GOV. and NAT. RES. pursuant to Assembly Rule 96.

Location: 4/10/2023-A. L. GOV.

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1st House

2nd House

Summary: The Planning and Zoning law generally requires that an action or proceeding challenging specified decisions of a public agency be commenced, and service made on the legislative body of the agency, within 90 days after the legislative body's decision. This bill would stay any timing requirements associated with conditions of approval identified in a local zoning and planning decision during a lawsuit challenging a city, county, or city and county's zoning and planning decision.

AB 1211

(Mathis R) Safe Drinking Water State Revolving Fund: internet website information: updates.

Current Text: Introduced: 2/16/2023 [html](#) [.pdf](#)

Status: 4/20/2023-Read second time. Ordered to Consent Calendar.

Location: 4/19/2023-A. CONSENT CALENDAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptered
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1st House

2nd House

Summary: The Safe Drinking Water State Revolving Fund Law of 1997, administered by the State Water Resources Control Board, establishes the Safe Drinking Water State Revolving Fund to provide grants or revolving fund loans for the design and construction of projects for public water systems that will enable those systems to meet safe drinking water standards. Current law requires the board, at least once every 2 years, to post information on its internet website regarding implementation of the Safe Drinking Water State Revolving Fund Law and expenditures from the Safe Drinking Water State Revolving Fund, as specified This bill would require the board to post the information at least annually.

AB 1339

(Haney D) Discrimination: disability: medication-assisted treatment.

Current Text: Amended: 4/12/2023 [html](#) [.pdf](#)

Status: 4/17/2023-Re-referred to Com. on APPR.

Location: 4/11/2023-A. APPR.

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1st House

2nd House

Summary: Current law requires the State Department of Health Care Services to license narcotic treatment programs to use narcotic replacement therapy and medication-assisted treatment (MAT) of addicted persons. Current law specifies the medications a licensed narcotic treatment program may use for narcotic treatment replacement therapy and MAT by a licensed narcotic treatment program. Current law prohibits the unlawful denial of full and equal access to the benefits of, or the unlawful discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, that is funded directly by the state, or that receives any financial assistance from the state, for a person on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation. This bill would prohibit a state-funded program, as defined, from discriminating against, or denying access to housing or housing services to, individuals because they are currently undergoing MAT or taking authorized medications.

AB 1488

(Wallis R) California Environmental Quality Act: environmental leadership development projects: water storage, water conveyance, and groundwater recharge projects: streamlined review.

Current Text: Amended: 3/23/2023 [html](#) [.pdf](#)

Status: 4/13/2023-In committee: Hearing postponed by committee.

Location: 3/9/2023-A. NAT. RES.

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Summary: The Jobs and Economic Improvement Through Environmental Leadership Act of 2021 authorizes the Governor, until January 1, 2024, to certify environmental leadership development projects that meet specified requirements for certain streamlining benefits related to CEQA. The act, among other things, requires a lead agency to prepare the record of proceedings for an environmental leadership development project, as provided, and to include a specified notice in the draft EIR and final EIR. The act is repealed by its own term on January 1, 2026. This bill would extend the application of the act to water storage projects, water conveyance projects, and groundwater recharge projects that provide public benefits and drought preparedness. The bill would authorize the Governor, until January 1, 2025, to certify water storage projects, water conveyance projects, and groundwater recharge projects as environmental leadership development projects. The bill would make other conforming changes. Because a lead agency would be required to prepare the record of proceedings for water storage projects, water conveyance projects, and groundwater recharge projects pursuant to the act, this bill would impose a state-mandated local program.

AB 1563

(Bennett D) Groundwater sustainability agency: groundwater extraction permit: verification.

Current Text: Introduced: 2/17/2023 [html](#) [pdf](#)

Status: 4/19/2023-In committee: Set, first hearing. Referred to suspense file.

Location: 4/19/2023-A. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptered
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Summary: Existing law authorizes a groundwater sustainability agency to request of the county, and requires a county to consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the agency before permit approval. This bill would instead require a county to forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval. This bill contains other related provisions and other existing laws.

AB 1567

(Garcia D) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2024.

Current Text: Amended: 4/7/2023 [html](#) [pdf](#)

Status: 4/25/2023-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 8. Noes 1.) (April 24).

Location: 4/25/2023-A. APPR.

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Summary: Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,105,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and workforce development programs.

AB 1572

(Friedman D) Potable water: nonfunctional turf.

Current Text: Amended: 4/20/2023 [html](#) [pdf](#)

Status: 4/24/2023-Re-referred to Com. on APPR.

Location: 4/19/2023-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptered
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Summary: Would make legislative findings and declarations concerning water use, including that the use of potable water to irrigate nonfunctional turf is wasteful and incompatible with state policy relating to climate change, water conservation, and reduced reliance on the Sacramento-San Joaquin Delta ecosystem. The bill would direct all appropriate state agencies to encourage and support the elimination of irrigation of nonfunctional turf with potable water.

AB 1639

(Hoover R) Water systems: manufactured housing communities.

Current Text: Introduced: 2/17/2023 [html](#) [pdf](#)

Status: 2/18/2023-From printer. May be heard in committee March 20.

Location: 2/17/2023-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptered
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Summary: Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including gas, electrical, and water corporations. Existing law authorizes an owner of a master-metered mobilehome park or manufactured housing community that provides gas or electrical service to residents to transfer ownership and operational responsibility to the gas corporation or electrical corporation providing service in the area in which the park or community is located. This bill would, in addition to making specified findings and declarations, state the intent of the Legislature to enact future legislation to require water corporations to purchase, own, and operate water systems currently owned and operated by manufactured housing communities, upon request of the owner, in order to assume responsibility for direct delivery of water to residents of those communities, as specified.

ACA 2

(Alanis R) Public resources: Water and Wildfire Resiliency Act of 2023.

Current Text: Introduced: 12/5/2022 [html](#) [pdf](#)

Status: 4/20/2023-Referred to Coms. on W., P., & W. and NAT. RES.

Location: 4/20/2023-A. W.,P. & W.

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1st House

2nd House

Summary: Would establish the Water and Wildfire Resiliency Fund within the State Treasury, and would require the Treasurer to annually transfer an amount equal to 3% of all state revenues that may be appropriated as described from the General Fund to the Water and Wildfire Resiliency Fund. The measure would require the moneys in the fund to be appropriated by the Legislature and would require that 50% of the moneys in the fund be used for water projects, as specified, and that the other 50% of the moneys in the fund be used for forest maintenance and health projects, as specified.

SB 3

(Dodd D) Discontinuation of residential water service: community water system.

Current Text: Amended: 3/9/2023 [html](#) [.pdf](#)

Status: 4/17/2023-April 17 hearing: Placed on APPR suspense file.

Location: 4/17/2023-S. APPR. SUSPENSE FILE

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1st House

2nd House

Summary: The Water Shutoff Protection Act prohibits an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, from discontinuing residential service for nonpayment, as specified, and requires specified procedures before it can discontinue residential service for nonpayment. Current law defines a community water system as a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents of the area served by the system. Current law requires an urban and community water system to have a written policy on discontinuation of residential service for nonpayment available in English, the specified languages in the Civil Code, and any other language spoken by at least 10% of the people residing in its service area. This bill would expand the scope of the Water Shutoff Protection Act by requiring that it instead apply to a community water system, defined to have the same meaning as existing law. The bill would require a community water system that supplies water to 200 service connections or fewer to comply with the act's provisions on and after August 1, 2024.

SB 23

(Caballero D) Water supply and flood risk reduction projects: expedited permitting.

Current Text: Amended: 4/12/2023 [html](#) [.pdf](#)

Status: 4/18/2023-Set for hearing April 26.

Location: 4/11/2023-S. E.Q.

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1st House

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Summary: Current law prohibits an entity from substantially diverting or obstructing the natural flow of, substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake, except under specified conditions, including requiring the entity to send written notification to the Department of Fish and Wildlife regarding the activity in the manner prescribed by the department. This bill would require a project proponent, if already required to submit a notification to the department, to submit to the department the certified or adopted environmental review document, as applicable, for the activity in the notification. The bill would require the department, under prescribed circumstances, to take certain actions within specified timelines, or within a mutually agreed-to extension of time.

SB 48

(Becker D) Building Energy Savings Act.

Current Text: Amended: 4/18/2023 [html](#) [.pdf](#)

Status: 4/21/2023-Set for hearing May 1.

Location: 4/19/2023-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptere d
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1st House

2nd House

Summary: Current law requires each utility to maintain records of the energy usage data of all buildings to which they provide service for at least the most recent 12 complete calendar months, and to deliver or otherwise provide that aggregated energy usage data for each covered building, as defined, to the owner, as specified. Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission) to adopt regulations providing for the delivery to the Energy Commission and public disclosure of benchmarking of energy use for covered buildings, and specifies that this requirement does not require the owner of a building with 16 or fewer residential utility accounts to collect or deliver energy usage information to the Energy Commission. This bill would additionally specify that the requirement does not require the owner of a building with less than 50,000 square feet of gross floor space to collect or deliver energy usage information to the Energy Commission.

SB 57

(Gonzalez D) Utilities: disconnection of residential service.

Current Text: Amended: 3/15/2023 [html](#) [.pdf](#)

Status: 4/17/2023-April 18 set for first hearing canceled at the request of author.

Location: 3/22/2023-S. E. U., & C.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptere d
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1st House

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Summary: Would require an electrical corporation, local publicly owned electric utility, gas corporation, publicly owned gas utility, water corporation, or local agency that owns a public water system to postpone the disconnection of a customer's residential service for nonpayment of a delinquent account when the temperature will be 32 degrees Fahrenheit or cooler, or 95 degrees Fahrenheit or warmer, within the utility's service area during the 24 hours after that service disconnection would occur, as specified. The bill would require each of those utilities to notify its residential ratepayers of that requirement and to create an online reporting system available through its internet website, if it has one, that enables its residential ratepayers to report when their utility service has been disconnected in violation of that requirement, as specified. The bill would require the PUC to establish a citation program to impose a penalty on an electrical corporation or gas corporation that violates that requirement, and require each local publicly owned electric utility and local publicly owned gas utility to annually report to the State Energy Resources Conservation and Development Commission the number of residential service connections it disconnected for nonpayment of a delinquent account. The bill would authorize the State Water Resources Control Board to enforce the requirement that a water corporation and local agency that owns a public water system postpone a disconnection of a customer's residential service, as specified.

SB 66

(Hurtado D) Water Quality, Supply, and Infrastructure Improvement Act of 2014: Drinking Water Capital Reserve Fund: administration.

Current Text: Amended: 3/21/2023 [html](#) [.pdf](#)
Status: 3/29/2023-Re-referred to Com. on E.Q.
Location: 3/29/2023-S. E.Q.

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Summary: The Water Quality, Supply, and Infrastructure Improvement Act of 2014 bond act provides that the sum of \$260,000,000 is to be available for grants and loans for public water system infrastructure improvements and related actions to meet safe drinking water standards, ensure affordable drinking water, or both, as specified. Current law requires the State Water Resources Control Board to deposit up to \$2,500,000 of the \$260,000,000 into the Drinking Water Capital Reserve Fund, to be available upon appropriation by the Legislature. Current law requires the state board to administer the Drinking Water Capital Reserve Fund for the purpose of serving as matching funds for disadvantaged communities and requires the state board to develop criteria to implement this provision. This bill would require the state board to provide an analysis of the criteria to implement that provision to the Senate Committee on Natural Resources and Water and Assembly Committee on Water, Parks, and Wildlife on January 1, 2025, and every 2 years thereafter.

SB 69

(Cortese D) California Environmental Quality Act: judicial and administrative proceedings: limitations.

Current Text: Amended: 3/16/2023 [html](#) [.pdf](#)
Status: 4/24/2023-April 24 hearing: Placed on APPR suspense file.
Location: 4/24/2023-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chapters
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Summary: The California Environmental Quality Act (CEQA) authorizes a state agency or a local agency to determine that a project is not subject to CEQA to file a notice of exemption with the office or the county clerk of each county in which the project will be located, as provided. CEQA requires the county clerk to make the notice available for public inspection and post the notice within 24 hours of receipt in the office or on the internet website of the county clerk, as specified. If a person has made a written request to a public agency for a copy of a notice of determination or notice of exemption for a project before the date on which the public agency approves or determines to carry out the project, CEQA requires the public agency, no later than 5 days from the date of the public agency's action, to deposit a copy of the written notice addressed to that person in the United States mail, first-class postage prepaid. CEQA provides that the date upon which the notice is mailed does not affect the limitations periods applicable to specified actions or proceedings to attack, review, set aside, void, or annul specified acts or decisions of a public agency on the grounds of noncompliance with CEQA. The bill would require the county clerk to post the notice both in the office and on the internet website of the county clerk within 24 hours of receipt. The bill would require a public agency to provide both the notice and any subsequent amended, corrected, or revised notice, as specified, in response to a written request for the notice, regardless of the delivery method. The bill would toll, except as provided, the limitations periods applicable to specified actions or proceedings to attack, review, set aside, void, or annul specified acts or decisions of a public agency until the date on which the public agency deposits in the mail or sends by email to the requestor a copy of the notice, including any subsequent amended, corrected, or revised notice, or the date on which the public agency submits the notice to a specified state entity, as described.

SB 231

(Hurtado D) Water measurement.

Current Text: Amended: 4/20/2023 [html](#) [.pdf](#)

Status: 4/25/2023-Set for hearing May 1.

Location: 4/18/2023-S. APPR.

Des k	Policy	Fiscal	Floor	Des k	Policy	Fiscal	Floor	Conf. Conc.	Enrolle d	Vetoe d	Chaptere d
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1st House

2nd House

Summary: Current law requires the Department of Water Resources, the State Water Resources Control Board, and the State Department of Public Health to coordinate the collection, management, and use of agricultural and urban water measurement information provided to each agency. Current law requires the board, in collaboration with the Department of Water Resources, the California Bay-Delta Authority or its successor agency, and the State Department of Public Health, to prepare and submit a report to the Legislature by January 1, 2009, evaluating the feasibility, estimated costs, and potential means of financing a coordinated water measurement database. This bill would require the board, in collaboration with the Department of Water Resources and the Delta Stewardship Council or its successor agency, to prepare and submit an update to the report to the Legislature by January 1, 2025, evaluating the feasibility, estimated costs, and potential means of financing a coordinated water measurement database, as specified.

SB 265

(Hurtado D) Cybersecurity preparedness: critical infrastructure sectors.

Current Text: Introduced: 1/31/2023 [html](#) [.pdf](#)

Status: 4/10/2023-April 10 hearing: Placed on APPR suspense file.

Location: 4/10/2023-S. APPR. SUSPENSE FILE

Des k	Policy	Fiscal	Floor	Des k	Policy	Fiscal	Floor	Conf. Conc.	Enrolle d	Vetoe d	Chaptere d
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1st House

2nd House

Summary: Would require the Office of Emergency Services (Cal OES) to direct the California Cybersecurity Integration Center (Cal-CSIC) to prepare, and Cal OES to submit to the Legislature on or before January 1, 2025, a strategic, multiyear outreach plan to assist critical infrastructure sectors, as defined, in their efforts to improve cybersecurity and an evaluation of options for providing grants or alternative forms of funding to, and potential voluntary actions that do not require funding and that assist, that sector in their efforts to improve cybersecurity preparedness. The bill would make related findings and declarations.

SB 315

(Hurtado D) Groundwater: groundwater sustainability agencies: probationary basins.

Current Text: Amended: 4/20/2023 [html](#) [.pdf](#)

Status: 4/25/2023-Set for hearing May 1.

Location: 4/18/2023-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptered
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1st House		2nd House									
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Summary: The Sustainable Groundwater Management Act authorizes the State Water Resources Control Board to designate specified basins as probationary basins if certain conditions are met, including, but not limited to, that the Department of Water Resources, in consultation with the board, determines that a groundwater sustainability plan is inadequate or that the groundwater sustainability program is not being implemented in a manner that will likely achieve the sustainability goal. Current law requires the board, if it designates a basin as a probationary basin pursuant to specified conditions, to identify the specific deficiencies and potential remedies. Current law authorizes the board to request the department, within 90 days of the designation, to provide technical recommendations to local agencies to remedy the deficiencies and to develop an interim plan for the probationary basin one year after the designation, as specified. This bill would require any groundwater sustainability agency that hires a third-party consulting firm to ensure that the integrity of the science being used to develop a groundwater sustainability plan is protected and the data is not sold. The bill would delete the authorizations for the board to request technical recommendations from the department. The bill would additionally place various requirements on the board in working with a groundwater sustainability agency, including, among other things, requiring the board to provide clear benchmarks and guidance for groundwater sustainability agencies to improve their groundwater management plans.

SB 366

(Caballero D) The California Water Plan: long-term supply targets.

Current Text: Amended: 3/22/2023 [html](#) [.pdf](#)

Status: 4/25/2023-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Location: 4/25/2023-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chaptered
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1st House		2nd House									
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Summary: Current law requires the Department of Water Resources to update every 5 years the plan for orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as the California Water Plan. Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, water transfers, and alternative pricing policies that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would require the department to instead establish a stakeholder advisory committee, to expand the membership of the committee to include tribes and environmental justice interests, to prohibit a member of the committee from serving longer than the development of 2 updates, and to require the committee to meet a minimum of 4 times annually. The bill would require the department, in coordination with the California Water Commission, the State Water Resources Control Board, other state and federal agencies as appropriate, and the stakeholder advisory committee to develop a comprehensive plan for addressing the state's water needs and meeting specified water supply targets established by the bill for purposes of "The California Water Plan."

SB 389

(Allen D) State Water Resources Control Board: determination of water right.

Current Text: Introduced: 2/9/2023 [html](#) [pdf](#)

Status: 4/25/2023-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Location: 4/25/2023-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chapere d
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1st House

2nd House

Summary: Current law provides that it is the intent of the Legislature that the state take vigorous action to enforce the terms and conditions of permits, licenses, certifications, and registrations to appropriate water, to enforce state board orders and decisions, and to prevent the unlawful diversion of water. This bill would authorize the State Water Resources Control Board to investigate the diversion and use of water from a stream system to determine whether the diversion and use are based upon appropriation, riparian right, or other basis of right, as specified.

SB 411

(Portantino D) Open meetings: teleconferences: neighborhood councils.

Current Text: Amended: 4/24/2023 [html](#) [pdf](#)

Status: 4/24/2023-Read second time and amended. Re-referred to Com. on JUD.

Location: 4/19/2023-S. JUD.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe d	Chapere d
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1st House

2nd House

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill, until January 1, 2028, would authorize an eligible legislative body to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if the city council has adopted an authorizing resolution and 2/3 of an eligible legislative body votes to use the alternate teleconferencing provisions. The bill would define "eligible legislative body" for this purpose to mean a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to the act.

SB 638

(Eggman D) Climate Resiliency and Flood Protection Bond Act of 2024.

Current Text: Amended: 3/20/2023 [html](#) [pdf](#)

Status: 4/21/2023-Set for hearing May 1.

Location: 4/19/2023-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe	Chapters
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1st House

2nd House

Summary: Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,000,000,000 pursuant to the State General Obligation Bond Law, for flood protection and climate resiliency projects.

SB 659

(Ashby D) California Water Supply Solutions Act of 2023.

Current Text: Amended: 4/12/2023 [html](#) [pdf](#)

Status: 4/19/2023-Re-referred to Com. on E.Q. Set for hearing April 26.

Location: 4/11/2023-S. E.Q.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe	Chapters
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1st House

2nd House

Summary: Would establish the California Water Supply Solutions Act of 2023 to, among other things, require the Department of Water Resources to develop a groundwater recharge action plan by January 1, 2026, that provides actionable recommendations that result in the ability to create an additional groundwater recharge capacity of 10,000,000 acre-feet by December 31, 2035. The bill would require the department to consult with the State Water Resources Control Board, the 9 regional water quality control boards, and the advisory committee, which may be enlarged as provided, in carrying out these provisions. The bill would require the groundwater recharge action plan to identify and make recommendations on immediate opportunities and potential long-term solutions to increase the state's groundwater supply, as specified. The bill would require specified actions with regard to the groundwater recharge action plan, including, among other things, requiring the department to include it as part of the 2028 update to the California Water Plan and to update the groundwater recharge action plan at the same time that they prepare updates to the California Water Plan. The bill would require the department and the water boards, upon an appropriation or further action by the Legislature, to implement the recommendations identified in the groundwater recharge action plan that result in new infrastructure and institutional mechanisms in place that provide for the ability to create an additional groundwater recharge capacity of 10,000,000 acre-feet by December 31, 2035.

SB 737

(Hurtado D) Groundwater: recharge.

Current Text: Introduced: 2/17/2023 [html](#) [pdf](#)

Status: 3/1/2023-Referred to Com. on RLS.

Location: 2/17/2023-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe	Chaptered

1st House

2nd House

Summary: Would state the intent of the Legislature to enact subsequent legislation to capture floodwater to recharge groundwater basins and to require the Department of Water Resources and the State Water Resources Control Board to work together to expedite the regulatory steps necessary to store significant rainfall and excess water underground, while still ensuring protections for the environment and other water users as required by state law.

SB 861

(Dahle R) California Environmental Quality Act: water conveyance or storage projects: judicial review.

Current Text: Amended: 4/24/2023 [html](#) [pdf](#)

Status: 4/25/2023-Set for hearing May 1.

Location: 4/18/2023-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe	Chaptered

1st House

2nd House

Summary: The California Environmental Quality Act requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes a procedure by which a person may seek judicial review of the decision of the lead agency made pursuant to CEQA. This bill would require the Judicial Council to adopt rules of court applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification or adoption of an environmental impact report for specified water projects, as defined, or the granting of any project approvals, including any appeals to the court of appeal or the Supreme Court, to be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to those projects. The bill would require the lead agency to prepare the record of proceedings for a project, as provided, and to include a specified notice in the draft EIR and final EIR for the project.

SB 867

(Allen D) Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024.

Current Text: Amended: 4/19/2023 [html](#) [.pdf](#)

Status: 4/19/2023-From committee with author's amendments. Read second time and amended. Re-referred to Com. on GOV. & F.

Location: 3/28/2023-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoe	Chapters

1st House	2nd House

Summary: Would enact the Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.

Total Measures: 44

Total Tracking Forms: 84

David Turch and Associates

TO: Van Jew, Acting General Manager
Socorro Pantaleon, Acting Manager Government and Legislative Affairs
West Valley Water District

FROM: Jamie Jones
Jamie.jones@davidturch.com
202-543-3744

DATE: May 8, 2023

RE: Federal Advocacy Report for April 2023

- Notified WVWD staff that Representative Pete Aguilar submitted the following two FY24 Community Project Funding requests to the House Appropriations Committee for funding consideration: 1) Aguilar is requesting \$3,000,000 for the District's Bunker Hills Wells Project under the Interior-Environment Appropriations bill; and 2) the Congressman is requesting \$525,000 the District's Emergency Generator Project in the Homeland Security Appropriations bill.
- Notified the District that Senator Alex Padilla is requesting \$3,000,000 for the Bunker Hills Wells Project in the Senate FY24 Interior-Environment Appropriations Bill, \$3,000,000 for the District's Supervisory Control and Data Acquisition System (SCADA) in the FY24 Energy and Water Appropriations Bill, and \$3,632,000 for the Bloomington Alleyway Main Replacement Phase 3C Project in the FY24 Interior-Environment Appropriations Bill.
- Notified WVWD that Senator Dianne Feinstein is requesting \$2,000,000 for the Bloomington Alleyway Main Replacement Phase 3C Project in the FY24 Interior-Environment Appropriations Bill.
- Provided analysis on FY24 Appropriations process, in particular the challenges the House and Senate confront in enacting an FY24 budget, either by the beginning of the fiscal year on October 1 or more likely in an Omnibus Appropriations bill or a Continuing Resolution in December. The House and Senate are operating under different top line budget numbers. Another major complication lies with the House-GOP decision to limit Community Project Funding request to no more than half a percentage of FY24 discretionary spending. In addition, House Republican Appropriators are not allowing project requests to be included in the Financial Services Appropriations Bill, the Labor-HHS-Education Appropriations Bill and the Defense Appropriations Bill. The Democratically controlled Senate, on the other hand, is allowing up to one percent of the total discretionary budget to be allocated to earmarks and is authorizing project requests in the FY24 Financial Services

Appropriations Bill, the FY24 Labor-HHS-Education Bill and the Defense Appropriations Bill.

- Researching federal government activity in addressing nitrate groundwater contamination across the nation in general and California in particular. Chilean fertilizer was heavily used by farmers in California in the early part of the 20th century, contributing to groundwater contamination, limiting water purveyors from accessing much needed drinking water.
- Shared the Bureau of Reclamation’s NOFO for the Desalination and Water Purification Research Program Pitch to Pilot. The United States Department of the Interior (Department), Bureau of Reclamation’s (Reclamation) Desalination and Water Purification Research Program (DWPR) works with Reclamation researchers and partners to develop innovative, cost-effective, and technologically efficient ways to desalinate and treat water. DWPR funding plays a critical role in iterating an idea from the lab to a real-world demonstration, yielding products that serve the water treatment community and attract commercialization interest. Reclamation is interested in research where the benefits are widespread but where private-sector entities are not able to make the full investment and assume all the risks. Reclamation is also interested in research that has a national significance—where the issues are of large-scale concern and the benefits accrue to a large sector of the public. The goal of the DWPR program is to address the need to reduce the costs, energy requirements, and environmental impacts of treating impaired and unusable water. DWPR program activities further support multiple related initiatives related to the Water Subcabinet such as the Water Reuse Action Plan and Water Security Grand Challenge. The program also aligns with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad,” by investing in development and application of advanced water treatment technologies that expand access to otherwise unusable water resources, thereby increasing water supply flexibility under the risks of long-term climate change and shorter-term drought. For further information on the DWPR Program, see www.usbr.gov/research/dwpr
- Ongoing contacts with congressional offices and federal agencies regarding WVWD’s priorities and areas of interest.
- Kevin Bosch notifications to West Valley Water District regarding federal programs and funding grant opportunities for various departments/agencies including the Bureau of Reclamation, Environmental Protection Agency, Department of Agriculture; and the Department of Homeland Security/FEMA.
- Provided WVWD with weekly Washington Updates covering legislative, executive and judicial branch activities.

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
May 4, 2023

Call to Order - - President Gregory Young called the Regular Board Meeting of the West Valley Water District to order at 6:05 p.m. with Board members Angela Garcia, Kelvin Moore, and Channing Hawkins present and Vice President Daniel Jenkins absent.

CLOSED SESSION

The Board entered into Closed Session at 6:05 p.m. to discuss the following items listed on the agenda:

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Five (5).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - pursuant to Paragraph one (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 Titles: Board Secretary.
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 Titles: Acting General Manager.

The Board adjourned the closed session at 7:25 p.m. to conduct the business portion of the meeting.

OPENING CEREMONIES

Call to Order - President Gregory Young called the Regular Board Meeting of the West Valley Water District to order at 6:05 p.m. with Board members Angela Garcia, Kelvin Moore, and Channing Hawkins present and Vice President Daniel Jenkins absent.

Director Channing Hawkins noted Vice President Dan Jenkins absence was excused.

WVWD

Minutes: 5/4/23

Attendee Name	Present	Excused	Absent
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Angela Garcia	<input type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daniel Jenkins	<input type="checkbox"/>	<input checked="" type="checkbox"/> Excused	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pledge of Allegiance - The pledge of Allegiance was led by Director Kelvin Moore.
 Opening Prayer - Opening Prayer was given by Pastor Vernall Townsend

ADOPT AGENDA

MOTION TO ADOPT AGENDA

Director Channing Hawkins motioned to adopt the agenda as amended and Director Kelvin Moore seconded the motion. The following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Channing Hawkins, Director
SECONDER:	Kelvin Moore, Director
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore, Gregory Young
EXCUSED:	Daniel Jenkins

PUBLIC PARTICIPATION

President Gregory Young inquired if anyone from the public would like to speak. Board Secretary, Elvia Dominguez, stated that no requests were received to speak via email or in-person. The following attendees via Zoom gave public comment; June Hayes. No additional requests were received, therefore President Young closed the public comment period.

PRESENTATIONS

There were no presentations.

CONSENT CALENDAR

WVWD

Minutes: 5/4/23

MOTION TO APPROVE CONSENT CALENDAR ITEMS #1 - #16

Director Channing Hawkins motioned to adopt consent calendar items #1 - #16, and Director Kelvin Moore seconded the motion. The following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Channing Hawkins, Director
SECONDER:	Kelvin Moore, Director
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore, Gregory Young
EXCUSED:	Daniel Jenkins

1. April 15, 2023 - Special Board Meeting Minutes
2. April 20, 2023 - Regular Board Meeting Minutes
3. Purchase Order Report - March 2023
4. Monthly Revenue & Expenditures Report - March 2023
5. Cash Disbursements Reports - March 2023
6. Funds Transfer Report - March 2023
7. Treasurer's Report - March 2023
8. Change Order No. 1 for PCL Construction, Inc. for \$29,466.45 for Design-Build of the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project
9. Baseline Feeder South Well Rehabilitation Quote in the amount of \$154,205.93 with General Pump Company
10. Water System Infrastructure Installation and Conveyance Agreement with HDO 4, LLC for Ventana
11. Recordation of Water Easement with LS-Fontana, LLC for Tract No. 20070 for Narra Hills
12. Joint Community Facilities Agreement and Acquisition and Funding Agreement for the Gardens Village at the Arboretum and Adopt Resolution Approving Agreements
13. Professional Services Agreement and Task Order with Kyle Groundwater for \$157,315.00 for Professional Hydrogeological Services
14. Approval of Legal Invoice Payment to Hunt Ortmann for March 2023 Invoice 98732 for \$1,277.50
15. Approval of Legal Invoice Payment to Hunt Ortmann for February 2023 Invoice 98234 for \$328.50
16. Approval of Legal Invoice Payment to Liebert Cassidy Whitmore for March 2023, Invoice #238550 for \$4,170.50, Invoice #238584 for \$42.50, and Invoice #238371 for \$1,491.50

WVWD

Minutes: 5/4/23

BUSINESS MATTERS

17. Consider a 90-day contract extension with Communications Consultant Chamberlayne PR.

The report was given by Acting General Manager Van Jew.

Director Angela Garcia expressed support for the proposed extension to allow future procurement for services with an updated Scope of Work to align with district needs.

Director Kelvin Moore motioned to approve the 90-day contract extension, and Director Angela Garcia seconded the motion. The following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelvin Moore, Director
SECONDER:	Angela Garcia, Director
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore, Gregory Young
EXCUSED:	Daniel Jenkins

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members

Director Channing Hawkins gave a WELL update and wished all mothers a happy Mother’s Day.

President Gregory Young thanked Engineering Director Linda Jadeski for participating in the Bloomington MAC meeting to provide an overview of the Santa Ana project, and wished all mothers a happy Mother’s Day.

2. General Manager

No report was given.

3. Legal Counsel

Interim Counsel Vincent Ewing then reported the following: Multiple items were considered, direction was given, and no action was taken.

ADJOURN

President Gregory Young adjourned the meeting at 7:40 p.m.

WVWD

Minutes: 5/4/23

ATTEST:

Elvia Dominguez, Board Secretary

Minutes were approved on _____, 2023 by the Board of Directors of the West Valley Water District

WVWD

Minutes: 5/4/23



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: APPROVE CHANGE ORDER NO. 1 FOR \$75,620.50 FOR THE CONSTRUCTION OF THE SANTA ANA AVENUE TRANSMISSION MAIN PROJECT PHASE II FOR C.P. CONSTRUCTION CO., INC.

BACKGROUND:

The West Valley Water District (“District”) is constructing a transmission main along Santa Ana Avenue to improve system circulation and enhance fire flow capabilities. The new transmission main will replace an existing 4-inch water main serving this area and will be constructed within the street right of way. To address needed system upgrades, the District initiated a project that includes the installation of 12-inch diameter ductile iron (DI) water main approximately 5,230 linear feet along Santa Ana Avenue between Alder Avenue and Linden Avenue.

DISCUSSION:

On June 16, 2022, the District entered into an Agreement with C.P. Construction Co., Inc. to construct the Santa Ana Avenue Transmission Main Project Phase II. The Contractor encountered unforeseen items that needed to be adjusted and installed in the field. After potholing, the Contractor found the existing ear of the tee at the intersection of Locust Avenue and Santa Ana Avenue was broken. After further review, District Staff requested the replacement of the tee. To take advantage of this tee replacement, it would be beneficial to install three (3) new 12-inch butterfly valves at this intersection, and replace one (1) 12-inch butterfly valve north of Locust Avenue that was found to be inoperable, to assist the District in future shutdowns.

Additional items not included in the original bid schedule needed to complete this project include the installation of an 8-inch waterline, one (1) new 1-inch service lateral with meter and meter box, and the relocation of an existing water meter on private property. This would be a change from the original contract and therefore staff requested a proposal from C.P. Construction Co., Inc. for the material and labor costs to perform this additional work. The cost to perform the additional work as outlined in Change Order No. 1 (see **Exhibit A** attached) is \$75,620.50.

FISCAL IMPACT:

This project was included in the Fiscal Year 2022/2023 Capital Improvement Budget under the W17035 Santa Ana Avenue Transmission Main Project. This change order will increase the contract

amount by \$75,620.50 for a total of \$1,479,669.50. Sufficient funds are available in the project budget to cover the cost of the change order.

STAFF RECOMMENDATION:

1. Approve Change Order No. 1 in the amount of \$75,620.50 with C.P. Construction Co., Inc. for the construction of the Santa Ana Avenue Transmission Main Project Phase II; and
2. Authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

RMG:ls

ATTACHMENT(S):

1. Exhibit A- C.P. Construction Co. Inc., Change Order No. 1

MEETING HISTORY:

05/16/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

SECTION 2.11
of
PROCEDURAL DOCUMENTS

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: C.P. Construction Company
P.O. Box 1206
Ontario, CA 91762

PROJECT: Santa Ana Avenue Transmission Main
Project Phase II

Change Order No. 1 Agreement Date: July 19, 2022

Date: May 08, 2023 Sheet 1 of 3

I. The following changes are hereby made to the Contract Documents:

ITEM NO.	EXTRA WORK DESCRIPTION	<u>ADD</u>	<u>DEDUCT</u>	<u>CALENDAR DAYS</u>
1	RFI No. 2 - Furnish and install one new 12" Flanged Tee and (3) BFV new valves at the intersection of Locust and Santa Ana Ave. New Tee per Bid Item No. 9. = \$1,500 BFV per Bid Item No. 13 = \$6,850/valve Labor Cost = \$22,571.48	\$33,135.16		
2	RFI No. 6 - Furnish and install 34 LF of 8" of CML-DIP per Detail 8A, plan sheet 8.	\$19,607.97		
3	RFI No. 4 - Replace (1) 12" BFV at the intersection of Locust Avenue and Byrnes St.	\$18,114.24		
4	RFI No. 5 - Furnish and install (1) meter and lateral at Station 32+62 (18038 Santa Ana Ave) on plan sheet 6, per Bid Item No. 28.	\$2,650.00		
5	RFI No. 5 - Station 28+39 (17982 Santa Ana Ave) – Connect new meter to existing piping on private property, plan sheet 5.	\$2,113.13		
TOTAL FOR CHANGE ORDER NO. 1		\$75,620.50		

II. CONTRACT TIME

No additional time has been added to the contract for this change order.

III. JUSTIFICATION:

Item No. 1: RFI No. 2 – Locust Ave and Santa Ana Ave. The contractor found after potholing the existing tee at the intersection of Locust Ave and Santa Ana Ave that the ear was broken on the east side of the tee for the installation of a push on 12” x 10” reducer. The District elected to replace the tee for a new flanged 12” tee per Bid Item No. 9. After further review of the intersection at Locust and Santa Ana Ave, the District has elected to install a total of (3) new butterfly valves at this intersection. Two (2) butterfly valves shall be installed on the new 12” flanged tee at the east side of the intersection. One valve will be placed on the north side of the tee and 1 valve will be placed on the east side of the tee. Also, (1) valve shall be placed on the west side of the existing cross.

Item No. 2: RFI No. 6 - Plan Sheet 8, Detail 8A requires 34 linear feet of 8” CML-DIP to be installed to tie-in the new 12” line on the south side of the street to the existing 6” line on the north side of the street. The 8” piping, reducer, 90 degree bend and fittings for this lateral were not included in the original bid schedule.

Item No. 3: RFI No. 4 - WVWD requested the Contractor to replace a broken valve at the intersection of Locust Ave and Bryne Street on an existing 12” ACP line. Work will include the installation of a new 12” butterfly valve, two ductile iron spools and couplings to connect to the existing piping.

Item No. 4: RFI No. 5 - Station 32+62 (18038 A & B Santa Ana Ave.). add (1) service lateral. A meter box was located as this property originally not shown on the plans. Contractor installed a new service per WVWD request.

Item No. 5: RFI No. 5 - Station 28+39 (17982 Santa Ana Ave) the existing water meter was located approximately 13 feet past the property line on private property. The Contractor installed the new meter in the right of way and installed new piping to connect the new meter to the existing piping and restore the grass to the original condition.

IV. CHANGE TO CONTRACT PRICE

Original Contract Price	<u>\$1,404,049.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	<u>\$1,404,049.00</u>
Contract Price due to this Change Order shall be (increased)	<u>\$75,620.50</u>
New Contract Price including this Change Order	<u>\$1,479,669.50</u>

V. CHANGE TO CONTRACT TIME

Contract Time will be (increased) (decreased)	<u>No Time Impact</u> (Calendar Days)
---	--

Original Date for Completion of all Work

October 30, 2023

(Date)

New Date for Completion of all Work

(Date)

REQUIRED APPROVALS:

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Michael Pfister
Requested By (Contractor)

Michael Pfister
(Print Name)

5/9/2023
Date

[Signature]
Recommended By
(Construction Manager)

Joanna Rembis, P.E
(Print Name)

5/10/2023
Date

Recommended By
(Project Manager)

Rosa M. Gutierrez, P.E
(Print Name)

Date

Recommended By
(Director of Engineering)

Linda Jadeski
(Print Name)

Date

Recommended By
(Assistant Gen. Manager)

Van Jew
(Print Name)

Date

Accepted By (Owner)

(Print Name)

Date



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: PURCHASE A TOTAL ORGANIC CARBON ANALYZER

BACKGROUND:

The Oliver P. Roemer Water Treatment Plant (Plant) has a treatment capacity of approximately 14.4 million gallons of water a day. The Plant has four Total Organic Carbon (TOC) analyzers to monitor TOC at various treatment processes and one has stopped operating and needs to be replaced.

The Plant can treat 100 percent Lytle Creek water, 100 percent State Water Project, or a blend. TOC has been an issue at the Plant. Based on historical water quality results, TOC levels are high in the source which requires blending prior to filtration and granular activated carbon after filtration. When raw water is chlorinated in the disinfection process, disinfectant such as chlorine can react with the organics, and form potential carcinogens, known as disinfection by products (DBPs). Monitoring and controlling organic carbon prior to disinfection can significantly decrease DBPs in the water system.

DISCUSSION:

In compliance with the Purchasing Policies, District staff obtained two quotes. VEOLIA submitted a quote of \$35,604.90 and Mettler Toledo Process Analytics submitted a quote of \$45,455.50, Inc plus shipping and tax for a TOC analyzer, associated parts, and maintenance services. Based on information received, District staff examined the lowest quote submitted by VEOLIA and found it to be in conformance with the expected requirements. Since the Plant's 3 other TOC analyzers are also from VEOLIA, standardizing the analyzers will make routine maintenance a lot easier. Attached as **Exhibit A** is the quote from VEOLIA.

District staff is recommending a purchase order be issued to VEOLIA in the amount of \$37,000.00 to account for a slight contingency for unforeseen circumstances.

FISCAL IMPACT:

This item is not budgeted for, but will be funded from remaining funds from another capital project titled Hydro Plant Turbine Motor with a budget of 37,299.00.

STAFF RECOMMENDATION:

Approve a purchase order to VEOLIA for a new TOC analyzer for an amount not to exceed \$37,000.00.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:jc

ATTACHMENT(S):

1. Exhibit A - Quote

MEETING HISTORY:

05/16/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



Veolia WTS Analytical Instruments, Inc
6060 Spine Road
Boulder, CO 80301, United States
T 1 (303) 444-2009

Quotation

WEST VALLEY WATER DISTRICT	Date:	Wednesday, May 10, 2023
Sergio Granda	Quote Number :	UPW-00096055-23-2
Rialto, CALIFORNIA	Payment Terms:	Net 30, Subject to Credit Approval
UNITED STATES	Delivery Terms:	Ex Works, Boulder, CO USA
Phone : +1 (909) 543-8979	Expiration Date:	Friday, June 30, 2023
	Currency:	USD
	Shipment:	60 Days

Page 1 of 4

	Product Number	Unit Price		Qty	Ext. Price
M5310 C Online TOC, ICR	PRD 77320-01	29,402.00	-5%	1	27,931.90
M5310 C Online TOC Analyzer with integrated ICR (Inorganic Carbon Removal) Module for monitoring TOC in municipal drinking waters, ranging from raw surface waters to finished drinking waters. Included with analyzer: 300mL acid container, 300mL oxidizer container, Municipal Accessory Kit with 40 micron capsule filter, Quick Start Guide, 12-Month Factory Warranty. Complies with Standards Methods 5310 C and EPA 415.3.					
1st Year Cert+ M-series Muni/Semi	SER 77011-01	4,760.00		1	4,760.00
1st Year Certified+ for M-series TOC Models for Municipal and Semiconductor installations. First-year peace of mind coverage includes: Instrument Start-up & initial instruction, AS/ICR Startup, upgrade to on-site manufacturer's warranty, warranty for AS/ICR accessories, 1 UV Lamp, 3 oxidizer cartridges, 1 acid cartridge, verification standards, and a 6-month PM service by a Certified Field Service Engineer with additional "tips and tricks" training. Nine months' consumables, warranty parts, application guidance, unlimited technical support, firmware updates, and labor and travel expenses are included during the first year. An on-site warranty upgrade ensures the analyzer is fixed during the manufacturer's warranty period. On-site warranty response is typically 5-7 days after diagnostic vetting through Tech Support. The vetting diagnostic activity includes sending of all exportable data files, standards/consumables verification, data analyses, and interaction between the technical end-user and Analytical Instruments technical resource. Any repairs may be billable if there is a lapse in Certified Plus coverage of more than 30 days.					
Freight	FREIGHT	400.00		1	400.00
Estimated Tax	MIS 99999	2,513.00		1	2,513.00
Estimated Tax					
Total USD :					35,604.90

Please refer to UPW-00096055-23 on your purchase order and email to Sievers.instruments.wts@veolia.com
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.

Veolia WTS Analytical Instruments, Inc.

Quotation

WEST VALLEY WATER DISTRICT	Date:	Wednesday, May 10, 2023
Sergio Granda	Quote Number :	UPW-00096055-23-2
Rialto, CALIFORNIA	Payment Terms:	Net 30, Subject to Credit Approval
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	Shipment:	60 Days

Product Number	Unit Price	Qty	Ext. Price
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Important Information

Steve Mungari, Lead Sales Manager-I&E West, (949) 212-1340, steve.mungari@veolia.com

*Please refer to UPW-00096055-23 on your purchase order and email to Sievers.instruments.wts@veolia.com
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.*

Veolia WTS Analytical Instruments, Inc.



Veolia WTS Analytical Instruments, Inc.
6060 Spine Road
Boulder, CO 80301, United States
T 1 (303) 444-2009

STANDARD TERMS & CONDITIONS FOR SALE & SERVICE OF INSTRUMENTS

These Terms and Conditions are an integral part of each agreement between a Veolia WTS Analytical Instruments company ("Seller") and its customer ("Purchaser") for the sale of instruments ("Instruments") and any related services ("Services"). Such agreement and these Terms and Conditions are collectively referred to as the "Agreement".

1. **Proposals & quotations.** For avoidance of doubt, Seller may refrain from accepting any purchase order until completion of Seller's due diligence process for a new customer. Moreover, if concerns are identified by Seller during this process, Seller reserves the right, in Seller's sole discretion, to refuse any associated purchase orders pending Seller's resolution of such concerns. Any proposals or price quotations may be modified or withdrawn by Seller at any time prior to acceptance by Purchaser. All prices quoted by Seller are F.O.B. point of origin unless otherwise indicated. Any Services performed by Seller beyond those set forth in its proposal will be charged at Seller's then standard rates, plus expenses.
2. **Warranties.** Seller warrants for a period of twelve months after shipment that Instruments manufactured by Seller will conform in all material respects to any descriptions or specifications included in the Agreement and will be free of defects in materials and workmanship. If the Instruments are installed by Seller, the warranty will be extended to twelve months after the installation date or thirteen months after shipment, whichever occurs earlier. Any performance warranties set forth elsewhere in the Agreement shall be limited to twelve months unless otherwise indicated. Components and materials of the type that need replacement periodically due to normal wear and tear such as valves, reaction chambers, catalysts, and parts whose contact with sample streams renders them unsuitable for further use are warranted against defects only as of the shipment date, unless expressly stated otherwise. Warranties do not apply to damage or wear resulting from accidents, negligence, abuse, or misuse by Purchaser or third parties; from failure to follow Seller's instructions for installation, operation or maintenance; or from alterations or repairs not performed in accordance with Seller's instructions. Seller warrants that any Services will be performed in a good and workmanlike manner. Purchaser shall promptly notify Seller of any warranty claim, and Purchaser's sole remedy shall be (at Seller's election) the repair or replacement of defective Instruments, the correction of deficient Services, or the refund of payments made for such Instruments or Services. If Seller, at its discretion, chooses to repair an Instrument subject to a warranty claim, seller may install or otherwise utilize parts or components that are either new, refurbished, remanufactured, or reconditioned in connection with that repair. Similarly, if Seller chooses to supply Purchaser with a replacement Instrument in response to a warranty claim, the replacement Instrument may contain either new, refurbished, remanufactured, or reconditioned parts or components. Purchaser shall not return Instruments to Seller without Seller's prior permission. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT.
3. **Environmental Health and Safety.** Instruments must be installed to allow safe access and service by Veolia employees per applicable regulatory requirements. Emergency egress, surrounding hazards and ergonomics should be considered, please contact the Veolia Field Service Leader with questions prior to installation.
4. **Payment.** Seller's obligation to ship Instruments shall be subject to approval of all orders by Seller's credit department, and Seller may require full or partial payment in advance. All payment shall be made in full in lawful, free and unblocked U.S. Dollars. Payments not made within agreed upon terms will bear interest at the rate of 1.5 percent per month or, if lower, the maximum lawful rate. If Purchaser disputes any portion of an invoice, it shall notify Seller in writing with specificity and pay the undisputed portion within said 30-day period. Purchaser shall reimburse costs, including reasonable attorneys' fees, incurred by Seller to collect overdue amounts.
5. **Limitation of liability.** The aggregate liability of Seller and its affiliates and employees in connection with the Agreement and all Instruments and Services provided thereunder shall be limited to the amount actually paid by Purchaser to Seller for such Instruments or Services. Seller shall not be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits, loss of use, and claims by third parties.
6. **Export.** If Instruments are to be shipped to a point outside the U.S., Seller's obligation is subject to its ability to obtain, on acceptable terms, any applicable export licenses or permits.
7. **Inspection.** Purchaser or its designated representative shall be given a reasonable opportunity, upon request, to inspect Instruments, at Purchaser's cost, prior to their delivery to the carrier for shipment. Failure to make prompt inspection will be deemed a waiver of Purchaser's right of inspection.
8. **Taxes.** Purchaser shall pay all sales, use and excise taxes, customs duties, and similar taxes and governmental charges now or hereafter imposed on either party based on the sale, shipment or use of Instruments or the provision of Services.
9. **Shipping, title & risk of loss.** Purchaser is responsible for all shipping costs and insurance except as expressly agreed in writing. Purchaser shall give Seller complete shipping instructions, in the absence of which Seller shall be entitled to select the carrier. Title and risk of loss shall pass to



Veolia WTS Analytical Instruments, Inc.
6060 Spine Road
Boulder, CO 80301, United States
T 1 (303) 444-2009

Purchaser upon delivery of Instruments to the carrier for shipment, although Purchaser grants Seller a security interest in all Instruments until Seller is paid in full.

10. **Export Import Regulations.** Purchaser will not, directly or through an intermediary, export any Instruments (including related technology and information) to any country that is subject to embargo or similar restrictions under U.S. Export Regulations (including but not limited to Cuba, Iran, Iraq, Libya and North Korea), or transfer them to a national of any such country or to any other person or company restricted from receiving them, or put them to a prohibited end use, or transfer them with knowledge or reason to believe that they are intended for a prohibited destination, recipient or use. If Purchaser exports Instruments from the U.S., then Purchaser assumes the sole responsibility to confirm that the technical regulations and standards for the importation of such Instruments into the applicable country of import are met.
11. **Force majeure.** Seller will not be responsible for any delays, damages or failures to perform due to circumstances beyond its reasonable control, including those caused by Purchaser. Seller's time for performance shall be extended by a period of time commensurate with the amount of delay caused by such circumstances.
12. **Patents.** Seller shall hold Purchaser harmless against any claims by third parties that Instruments manufactured by Seller infringe U.S. patents, provided that Purchaser gives Seller prompt notice of such claim, full authority to defend against such claim, and whatever assistance Seller reasonably requests. The foregoing obligation does not apply to claims related to Instruments based on designs and/or specifications provided by Purchaser, Purchaser's alteration of Instruments, Purchaser's use of Instruments for a purpose not intended by Seller, or Purchaser's use of Instruments in combination with goods not manufactured by Seller, in which cases Purchaser shall hold Seller harmless against any claims of patent infringement made against Seller. If Purchaser's use of the Instruments is enjoined, Seller within a reasonable period of time shall (at Seller's election) obtain rights for Purchaser's continued use of the Instruments, modify the Instruments so they are non-infringing, replace the Instruments with non-infringing Instruments, or refund the then fair market value of the Instruments (before taking into account the alleged infringement) upon return of the Instruments to Seller. Seller shall have no liability with respect to patents outside the U.S.
13. **Documents.** All documents furnished by Seller in connection with Instruments shall remain the property of Seller, and Purchaser warrants that they will not be used or disclosed except to enable Purchaser's installation, operation and maintenance of Instruments.
14. **Complete agreement.** These Terms and Conditions, together with any other contract documents signed by both parties (other than any terms on Purchaser's order that are inconsistent with these Terms and Conditions), constitute the entire agreement between the parties. The Agreement may be modified or amended only by a writing signed by an authorized representative of the party against which enforcement is being sought.
15. **Miscellaneous.** The Agreement is governed by the laws of The State of Colorado, U.S.A.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: 2022 WATER QUALITY REPORT UPDATE

BACKGROUND:

In 1996, Congress amended the Safe Drinking Water Act (SDWA), adding a requirement that water systems deliver to their customers a brief annual Water Quality Report (WQR), also known as the Consumer Confidence Report. The WQR summarizes information that the West Valley Water District's (District) water system already collects to comply with regulations.

The State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) provides a reference manual for preparing the WQR annually. It explains the requirements for report content, format and distribution required for conformance with the California Code of Regulations Title 22, Chapter 15, Article 20 and California Health and Safety Code (HSC) §116470.

DISCUSSION:

The District is responsible for providing high quality drinking water supply to the communities the District serves. Customers have the right to know what is in their drinking water and where it comes from. WQR helps consumers make informed choices that affect the health of themselves and their families. This report also encourages consumers to consider and appreciate the challenges of delivering safe drinking water. Educated consumers are more likely to help protect their drinking water sources and to understand the true costs of safe drinking water.

Data collected between January 1 and December 31, 2022 must be reported in the 2022 WQR, which is due to customers by July 1, 2023. Attached as **Exhibit A** is the 2022 Water Quality Report. Good faith efforts must be made to reach each customer, including non-paying customers such as apartment renters. In order to meet this requirement, the District will have the WQR posted on the website, notified customers by email, social media and mailers by July 1, 2023. Hardcopies will be available upon request.

FISCAL IMPACT:

This item is included in the Fiscal Year 2022/23 Operating Budget. Approximately \$7,000 for printing services and \$4,000 for postage for a total of \$11,000 will be funded from GL 100-5615-536-5473 title "Miscellaneous/Permits & Fees" for printing and GL 100-5615-536-5471 title

“Communication Services/Postage & Shipping” for postage.

STAFF RECOMMENDATION:

Receive and file the report.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:jc

ATTACHMENT(S):

1. Exhibit A - 2022 Water Quality Report

MEETING HISTORY:

05/16/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

2022 WATER QUALITY REPORT



Greg Young
President, Division 5

Dan Jenkins
Vice President, Division 2

Angela Garcia
Director, Division 1

Kelvin Moore
Director, Division 3

Channing Hawkins
D
Packet Pg. 70

A letter to our customers,

We're proud to share the results of our West Valley Water District (WVWD) 2022 Annual Drinking Water Quality Report, which provides empirical evidence of our dedication to providing you with safe, high quality and reliable water at a reasonable rate and in a sustainable manner.

This report includes critical data to help you understand where our water comes from, how we treat it and how our water safety and cleanliness standards hold up to strict federal and state water laws and regulations. The U.S. Environmental Protection Agency (EPA) and the State of California Water Resources Control Board Division of Drinking Water require that all water agencies, including WVWD produce this document to educate ratepayers and residents about the quality of our drinking water for the previous year.

In the following pages, please read about how we're exceeding all federal and state standards. If you have any concerns regarding your water quality or our water quality report, please contact our customer service department (909) 875-1804.

*The West Valley Water District
Board of Directors*



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5 **Sources of Water**

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11 **Baseline Feeder and Groundwater Wells**

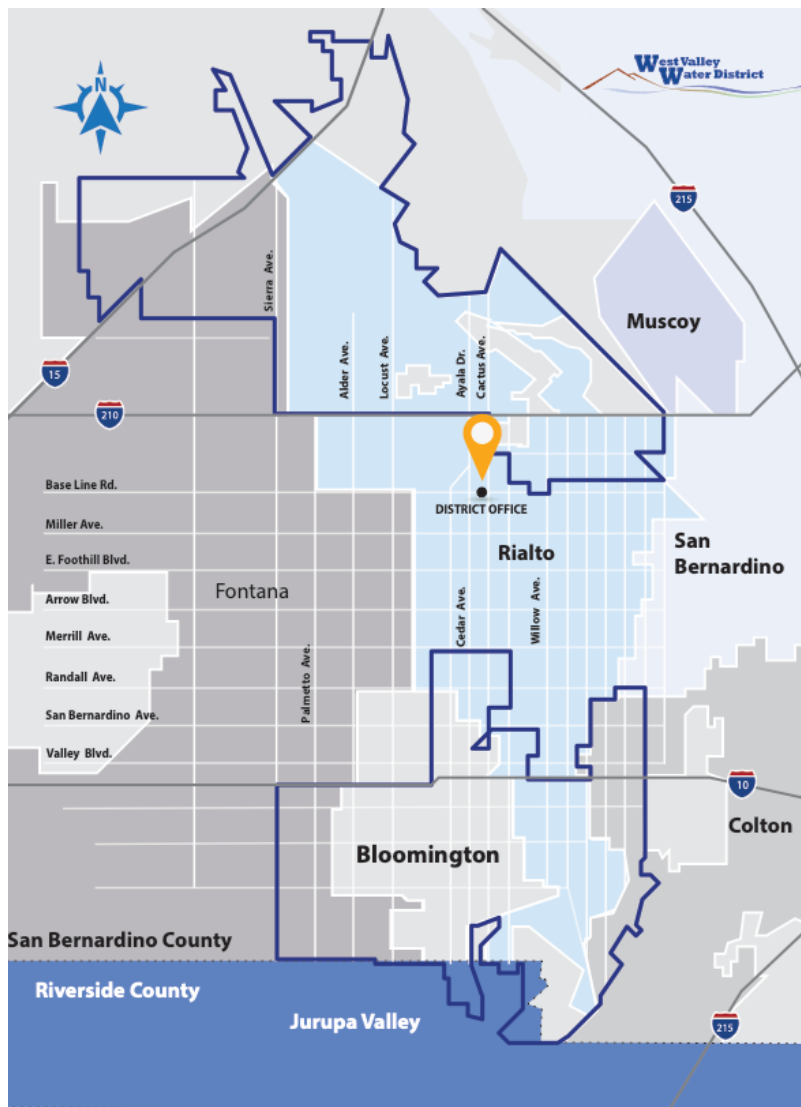
13 **Treatment Plants**

16 **Conservation and Water Use Efficiency**

17 **Rebate Programs**

West Valley Water District obtains water from both local and imported sources to serve its customers and routinely tests for contaminants from these sources in accordance with Federal and State Regulations.

At West Valley Water District (WVWD), our mission is to provide our customers with safe, high quality and reliable water service at a reasonable rate and in a sustainable manner.



WVWD is a Special District governed by a five-member Board of Directors providing retail water to approximately 98,055 customers. WVWD serves quality drinking water to portions of Rialto, Colton, Fontana, Bloomington, and portions of the unincorporated area of San Bernardino County and a portion of city of Jurupa Valley in Riverside County.

The goal of our Annual Water Quality Report (WQR) is to inform our customers about the quality of our drinking water, the sources of our water, any monitored contaminants found in drinking water, and whether our system meets state and federal drinking water standards. Our water quality data is submitted to the State Water Resources Control Board, Division of Drinking Water (DDW), in order to monitor our compliance for all regulatory standards and assure high quality drinking water is consistently delivered directly to our customers.

West Valley Water District vigilantly safeguards its water supplies and once again, your tap water has met all U.S. EPA and State drinking water health standards.

This report is a snapshot of the quality of our water in 2022. Included are details about where your water comes from, what it contains, and how it compares to state standards. We are committed to providing you with information because informed customers are our best allies.

Safe. High Quality. Reliable.

CONTACT

If you have any questions regarding the contents on this report or regarding water quality, please contact:

**Janet Harmon, Water Quality Supervisor,
at (909) 875-1804 ext. 371.**

PUBLIC PARTICIPATION

Public involvement is central to ensuring that we are meeting the highest water supply, water quality and customer service standards. We welcome your input; please see below for ways you can be involved with WVWD

- Board Meetings
- Website



NON-ENGLISH SPEAKING INFORMATION

Este informe contiene información muy importante sobre su agua para beber. Favor de comunicarse West Valley Water District a 855 W. Base Line Rd., Rialto, CA 92376 para asistirlo en español.



West Valley Water District obtains water from both local and imported sources to serve its customers and routinely tests for contaminants from these sources in accordance with Federal and State Regulations.

LOCAL WATER

GROUNDWATER

51.0% of WVWD's water supply is from its own groundwater wells, located in four local basins:

- Bunker Hill Basin
- Lytle Creek Basin
- North Riverside Basin
- Rialto-Colton Basin



21.4% of WVWD's water supply consists of additional groundwater purchased from San Bernardino Valley Municipal Water District through the Baseline Feeder Project. This water also comes from local wells in the Bunker Hill Basin.

SURFACE WATER

17.0% of WVWD's water supply is surface water from Lytle Creek in the San Bernardino Mountains. This water is treated through WVWD's Oliver P. Roemer Water Filtration Facility.



IMPORTED WATER

SURFACE WATER

10.6% of WVWD's water supply is surface water purchased from the State Water Project through San Bernardino Valley Municipal Water District. This water is also treated through WVWD's Oliver P. Roemer Water Filtration Facility.

Educational Information

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.



Contaminants and Their Presence in Drinking Water

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants that can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (U.S. EPA) and the State Water Resources Control Board (State Water Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. State Water Board regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

Contaminants Expected in Drinking Water

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (1-800-426-4791).

People Most Vulnerable to Contaminants



Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections.

These people should seek advice about drinking water from their health care providers. U.S. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

Contaminant Information

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity.

While your drinking water meets the federal and state standard for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects, such as skin damage and circulatory problems.

Contaminants Information

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. West Valley Water District is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/lead>.



DEFINITIONS

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Maximum Contaminant Level Goal (MCLG): This level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

Public Health Goal (PHG): The level of a contaminant in drinking water below, which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Primary Drinking Water Standard (PDWS): MCLs, MRDLs and treatment techniques (TTs) for contaminants that affect health, along with their monitoring and reporting requirements.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Picocuries per Liter (pCi/L): Measurement commonly used to measure radionuclides in water.

Nephelometric Turbidity Unit (NTU): A measure of clarity of water. Turbidity greater than 5 NTU is just noticeable to the average person.

Milligrams per Liter (mg/L): Or parts per million (ppm) corresponds to 1 second in 11.5 days.

Micrograms per Liter (µg/L): Or parts per billion (ppb) corresponds to 1 second in nearly 32 years.

Nanograms per Liter (ng/L): Or parts per trillion (ppt) corresponds to 1 second in nearly 32,000 years.

Picograms per Liter (pg/L): Or parts per quadrillion (ppq) corresponds to 1 second in nearly 32,000,000 years.

Microsiemens per centimeter (µS/cm): A measure of conductivity.

Threshold Odor Number (TON): A measure of odor.

Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Running Annual Average (RAA): The yearly average which is calculated every 3 months using the previous 12 months' data.

Local Running Annual Average (LRAA): The RAA at one sample location.

Disinfection By-Product: Compounds which are formed from mixing of organic or mineral precursors in the water with ozone, chlorine, or chloramine. Total Trihalomethanes and Haloacetic Acids are disinfection by-products.

Secondary Drinking Water Standard (Secondary Standard): MCLs for contaminants that do not affect health but are used to monitor the aesthetics of the water.

Notification Level (NL): Health-based advisory levels established by the State Water Board for chemicals in drinking water that lack MCLs.

90th Percentile: The value in a data set in which 90 percent of the set is less than or equal to this value. The Lead and Copper Rule uses the 90th percentile to comply with the Action Level.



Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Results	Violation Yes/No	Major Sources in Drinking Water	Health Effects
PRIMARY STANDARDS - Mandatory Health-Related Standards									
Microbiological Contaminants									
Total Coliform Bacteria	2022	%	5	(0)	Maximum Monthly Positive Samples	2	No	Naturally present in the environment.	Coliforms are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system.
Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors									
Haloacetic Acids	2022	µg/L	LRAA = 60	N/A	Range Highest LRAA	ND-13.4 6.3	No	Byproduct of drinking water disinfection.	Some people who drink water containing haloacetic acids in excess of the MCL may, over many years, have an increased risk of getting cancer.
Total Trihalomethanes	2022	µg/L	LRAA = 80	N/A	Range Highest LRAA	ND-54.9 21.7	No	Byproduct of drinking water disinfection.	Some people who drink water containing trihalomethanes in excess of the MCL may, over many years, experience liver, kidney or central nervous system problems and have an increased risk of getting cancer.
Chlorine	2022	mg/L	MRDL = 4.0 (as Cl ₂)	MRDLG = 4.0 (as Cl ₂)	Range Highest RAA	0.31-2.20 1.19	No	Drinking water disinfectant added for treatment.	Some people who use water containing chlorine well in excess of the MRDL could experience irritating effects to their eyes and nose. Some people who drink water containing chlorine well in excess of the MRDL could experience stomach discomfort.
Lead and Copper									
Lead	2021	µg/L	AL=15	0.2	# of Sites Sampled # of Sites Over AL 90th Percentile (µg/L)	30 0 ND	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.	Infants and children who drink water containing lead in excess of the action level may experience delays in their physical or mental development. Children may show slight deficits in attention span and learning abilities. Adults who drink this water over many years may develop kidney problems or high blood pressure.
Copper	2021	mg/L	AL=1.3	0.3	# of Sites Sampled # of Sites Over AL 90th Percentile (mg/L)	30 0 0.17	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives.	Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relative short amount of time may experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years may suffer liver or kidney damage. People with Wilson's Disease should consult their personal doctor.
Lead in Schools									
Lead	2019	µg/L	AL=15	0.2	# of Sites Sampled # of Sites Over AL 90th Percentile (µg/L) # of Schools Sampled	6 0 ND 1	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.	Infants and children who drink water containing lead in excess of the action level may experience delays in their physical or mental development. Children may show slight deficits in attention span and learning abilities. Adults who drink this water over many years may develop kidney problems or high blood pressure.
Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Results	Violation Yes/No	Major Sources in Drinking Water	
SECONDARY STANDARDS - Aesthetic Standards									
Color	2022	Units	15	N/A	Range Average	NR ND	No	Naturally-occurring organic materials.	
Specific Conductance	2022	µS/cm	900	N/A	Range Average	330-520 401	No	Substances that form ions when in water; seawater influence.	
Odor Threshold	2022	TON	3	N/A	Range Average	NR 1	No	Naturally-occurring organic materials.	
Turbidity	2022	NTU	5	N/A	Range Average	ND-2.0 0.2	No	Soil runoff.	
OTHER PARAMETERS									
pH	2022	pH units	No Standard	N/A	Range Average	7.5-8.1 7.8	No	Characteristic of water.	
Total Alkalinity (as CaCO ₃)	2022	mg/L	No Standard	N/A	Range Average	120-230 156	No	Naturally occurring.	
Calcium	2022	mg/L	No Standard	N/A	Range Average	34-77 53	No	Erosion of salt deposits in soil and rock.	

Compliance with secondary standards are based on an annual average. Values above the MCL are acceptable, as long as the average is below the MCL.
 AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number
 Note: This Water Quality Report (WQR) reflects changes in drinking water regulatory requirements during 2021. These revisions add the requirements of the federal Revised Total Coliform Rule, effective since April 1, 2016, to the existing state Total Coliform Rule. The revised rule maintains the purpose to protect public health by ensuring the integrity of the drinking water distribution system and monitoring for the presence of microbials (i.e., total coliform and E.coli bacteria). The U.S. EPA anticipates greater public health protection as the rule requires water systems that are vulnerable to microbial contamination to identify and fix problems. Water systems that exceed a specified frequency of total coliform occurrences are required to conduct an assessment to determine if any sanitary defects exist. If found, these must be corrected by the water system. The state Revised Total Coliform Rule became effective July 1, 2021.

Parameter	Sample Date ①	Units	MCL	PHG (MCLG)	Result Type	Results		Violation Yes/No	Major Sources in Drinking Water	Health Effects
						Baseline ② Feeder	Wells			
PRIMARY STANDARDS - Mandatory Health-Related Standards										
Microbiological Contaminants										
Total Coliform Bacteria	2022	%	5	(0)	Maximum Monthly Positive Samples	0	0	No	Naturally present in the environment.	Coliforms are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system.
Radioactive Contaminants										
Gross Alpha Particle Activity	2021-2022	pCi/L	15	(0)	Range Average	ND-4.6 3.2	ND-2.6 1.3	No	Erosion of natural deposits.	Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer.
Radium 226	2021-2022	pCi/L	5.0	0.05	Range Average	NR ND	NR 0.89	No	Erosion of natural deposits.	Some people who drink water containing radium 226 or radium 228 in excess of the MCL over many years may have an increased risk of getting cancer.
Radium 228	2021-2022	pCi/L	5.0	0.019	Range Average	NR 2.4	NR 0.32	No	Erosion of natural deposits.	
Uranium	2021-2022	pCi/L	20	0.43	Range Average	1.8-3.2 2.5	NR 2.0	No	Erosion of natural deposits.	Some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer.
Inorganic Contaminants										
Arsenic	2022	µg/L	10	0.004	Range Average	NR ND	⁴ ND-12 4.4	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.	Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems, and may have an increased risk of getting cancer.
Flouride	2022	mg/L	2.0	1.0	Range Average	NR 0.37	0.14-0.36 0.29	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.	Some people who drink water containing flouride in excess of the federal MCL of 4 mg/L over many years may get bone disease, including pain and tenderness of the bones. Children who drink water containing flouride in excess of the state MCL of 2 mg/L may get mottled teeth.
Nitrate as Nitrogen	2022	mg/L	10	10	Range Average	1.3-5.1 3.6	0.74-4.3 2.4	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.	Infants below the age of six months who drink water containing nitrate in excess of the MCL may quickly become seriously ill and, if untreated, may die because high nitrate levels can interfere with the capacity of the infant's blood to carry oxygen. Symptoms include shortness of breath and blueness of the skin. High nitrate levels may also affect the oxygen-carrying ability of the blood of pregnant women.
Perchlorate	2022	µg/L	6.0	1.0	Range Average	NR ND	⁴ ND-7.1 1.0	No	Perchlorate is an inorganic chemical used in solid rocket propellant, fireworks, explosives, flares, matches and a variety of industries. It usually gets into drinking water as a result of environmental contamination from historic aerospace or other industrial operations that used or use, store, or dispose of perchlorate and its salts.	Perchlorate has been shown to interfere with uptake of iodide by the thyroid gland, and to thereby reduce the production of thyroid hormones, leading to adverse effects associated with inadequate hormone levels. Thyroid hormones are needed for normal prenatal growth and development of the fetus, as well as for normal growth and development in the infant and child. In adults thyroid hormones are needed for normal metabolism and mental function.
Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors										
Chlorine	2022	mg/L	MRDL = 4.0 (as Cl ₂)	MRDLG = 4.0 (as Cl ₂)	Range Average	0.71-1.53 1.10	N/A N/A	No	Drinking water disinfectant added for treatment.	Some people who use water containing chlorine in excess of the MRDL could experience irritating effects to their eyes and nose. Some people who drink water containing chlorine well in excess of the MRDL could experience stomach discomfort.

Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Baseline Feeder	Wells	Violation Yes/No	Major Sources in Drinking Water
SECONDARY STANDARDS - Aesthetic Standards									Typical Source of Contaminant
Chloride	2022	mg/L	500	N/A	Range Average	NR 17	3.2-4.4 3.9	No	Runoff/leaching from natural deposits; seawater influence.
Specific Conductance	2022	µS/cm	1600	N/A	Range Average	NR 520	310-370 340	No	Substances that form ions when in water; seawater influence.
Methyl tert-butyl ether (MTBE)	2022	µg/L	5	N/A	Range Average	NR ND	ND-4.4 0.78	No	Leaking underground storage tanks; discharge from petroleum and chemical factories. Some people who use water containing MTBE in excess of the MCL over many years may have an increased risk of getting cancer.
Odor Threshold	2022	TON	3	N/A	Range Average	NR 1	NR 1	No	Naturally-occurring organic materials.
Sulfate	2022	mg/L	500	N/A	Range Average	NR 53	10-23 13	No	Runoff/leaching from natural deposits; industrial wastes.
Total Dissolved Solids	2022	mg/L	1000	N/A	Range Average	270-370 319	180-320 218	No	Runoff/leaching from natural deposits.
Turbidity	2022	NTU	3	N/A	Range Average	ND-0.38 0.23	ND-1.1 0.14	No	Soil runoff.
OTHER PARAMETERS									
pH	2022	pH units	No Standard	N/A	Range Average	NR 8.0	7.5-7.9 7.8	No	Characteristic of water.
Total Alkalinity (as CaCO ₃)	2022	mg/L	No Standard	N/A	Range Average	NR 230	140-160 151	No	Naturally occurring.
Calcium	2022	mg/L	No Standard	N/A	Range Average	NR 76	44-55 50	No	Erosion of salt deposits in soil and rock.
Hardness	2022	mg/L	No Standard	N/A	Range Average	NR 250	140-170 153	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.
Magnesium	2022	mg/L	No Standard	N/A	Range Average	NR 15	6.2-8.3 6.9	No	Erosion of salt deposits in soil and rock.
Sodium	2022	mg/L	No Standard	N/A	Range Average	NR 18	11-16 12	No	Sodium refers to the salt present in the water and is generally naturally occurring.

1The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

2Compliance with secondary standards are based on an annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

3Baseline Feeder includes sample stations, North and South Wells, Rialto Well 4A and Encanto Booster

4Well was blended with other sources to below the MCL prior to distribution.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

Results

Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Fluidized Bed Reactor (FBR)	Oliver P. Roemer Filtration Facility	Ion Exchange Perchlorate Treatment	Violation Yes/No	Major Sources in Drinking Water	Health Effects
PRIMARY STANDARDS - Mandatory Health-Related Standards											
Microbiological Contaminants											
Total Coliform Bacteria	2022	%	5	(0)	Maximum Monthly Positive Samples	0	0	1	No	Naturally present in the environment.	Coliforms are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system.
Radiological											
Gross Alpha Particle Activity	2022	pCi/L	15	(0)	Range Average	1.6-2.4 2.0	2.6-2.8 2.7	NR 4.5	No	Erosion of natural deposits.	Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer.
Combined Radium	2022	pCi/L	5	(0)	Range Average	0.46-2.2 1.3	N/A N/A	N/A N/A	No	Erosion of natural deposits.	Some people who drink water containing radium 226 or radium 228 in excess of the MCL over many years may have an increased risk of getting cancer.
Uranium	2022	pCi/L	20	0.43	Range Average	2.1-3.4 2.8	N/A N/A	N/A N/A	No	Erosion of natural deposits.	Some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer.
Inorganic Chemicals											
Arsenic	2022	µg/L	10	0.004	Range Average	0.72-1.2 0.96	0.7-6.7 2.9	1.1-1.4 1.2	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.	Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems, and may have an increased risk of getting cancer.
Fluoride	2022	mg/L	2.0	1.0	Range Average	0.26-0.32 0.29	0.18-0.48 0.33	0.23-0.26 0.25	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.	Some people who drink water containing fluoride in excess of the federal MCL of 4 mg/L over many years may get bone disease, including pain and tenderness of the bones. Children who drink water containing fluoride in excess of the state MCL of 2 mg/L may get mottled teeth.
Nitrate as Nitrogen	2022	mg/L	10	10	Range Average	ND-4.2 2.5	0.15-2.0 0.63	ND-6.9 5.1	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.	Infants below the age of six months who drink water containing nitrate in excess of the MCL may quickly become seriously ill and, if untreated, may die because high nitrate levels can interfere with the capacity of the infant's blood to carry oxygen. Symptoms include shortness of breath and blueness of the skin. High nitrate levels may also affect the oxygen-carrying ability of the blood of pregnant women.
Perchlorate	2022	µg/L	6.0	1.0	Range Average	ND-1.6 ND	NR ND	ND-1.5 ND	No	Perchlorate is an inorganic chemical used in solid rocket propellant, fireworks, explosives, flares, matches and a variety of industries. It usually gets into drinking water as a result of environmental contamination from historic aerospace or other industrial operations that used or use, store, or dispose of perchlorate and its salts.	Perchlorate has been shown to interfere with uptake of iodide by the thyroid gland, and to thereby reduce the production of thyroid hormones, leading to adverse effects associated with inadequate hormone levels. Thyroid hormones are needed for normal prenatal growth and development of the fetus, as well as for normal growth and development in the infant and child. In adults thyroid hormones are needed for normal metabolism and mental function.

Results

Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Fluidized Bed Reactors (FBR) ³	Oliver P. Roemer Filtration Facility ⁴	Ion Exchange Perchlorate Treatment ⁵	Violation Yes/No	Major Sources in Drinking Water	Health Effects
PRIMARY STANDARDS - Mandatory Health-Related Standards											
Volatile Organic Chemicals											
Tetrachloroethylene (PCE)	2022	µg/L	5.0	0.06	Range Average	NR ND	NR ND	ND-0.71 0.35	No	Discharge from factories, dry cleaners and auto shops (metal degreaser).	Some people who use water containing PCE in excess of the MCL over many years may experience liver problems and may have an increased risk of getting cancer.
Disinfection Byproducts (DBP) and Disinfection Byproduct Precursors											
Chlorine	2022	mg/L	MRDL = 4.0 (as Cl ₂)	MRDLG = 4.0 (as Cl ₂)	Range Average	0.56-1.78 1.34	0.31-2.19 1.60	0.31-2.20 1.19 ⁶	No	Drinking water disinfectant added for treatment	Some people who use water containing chlorine in excess of the MRDL could experience irritating effects to their eyes and nose. Some people who drink water containing chlorine well in excess of the MRDL could experience stomach discomfort.
Haloacetic Acids	2022	µg/L	80	N/A	Range Highest LRAA	NR ND	ND-5.3 1.7	N/A N/A	No	Byproduct of drinking water disinfection.	Some people who drink water containing haloacetic acids in excess of the MCL may, over many years, have an increased risk of getting cancer.
Total Trihalomethanes	2022	µg/L	60	N/A	Range Highest LRAA	NR ND	ND-13.4 4.3	N/A N/A	No	Byproduct of drinking water disinfection.	Some people who drink water containing trihalomethanes in excess of the MCL may, over many years, experience liver, kidney or central nervous system problems and have an increased risk of getting cancer.
Control of DBP Precursors Total Organic Carbon (TOC)	2022	mg/L	TT	N/A	Range Average	0.17-3.6 0.76	0.20-2.6 0.65	N/A N/A	No	Various Natural and manmade sources.	Total organic carbon has no health effects. However, total organic carbon provides a medium for the formation of disinfection byproducts. These byproducts include trihalomethanes (THMs) and haloacetic acids (HAAs).

Results

Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Fluidized Bed Reactors (FBR) ³	Oliver P. Roemer Filtration Facility ⁴	Ion Exchange Perchlorate Treatment ⁵	Violation Yes/No	Major Sources in Drinking Water
SECONDARY STANDARDS - Aesthetic Standards										
Aluminum	2022	µg/L	200	N/A	Range Average	NR ND	ND-190 14	NR ND	No	Erosion of natural deposits; residual from some surface water treatment processes.
Chloride	2022	mg/L	500	N/A	Range Average	3.8-6.0 4.9	1.7-58 22	8.7-8.9 8.8	No	Runoff/leaching from natural deposits; seawater influence.
Color	2022	Units	15	N/A	Range Average	NR ND	NR ND	NR ND	No	Naturally-occurring organic materials.
Specific Conductance	2022	µS/cm	1600	N/A	Range Average	330-390 356	360-480 420	NR 460	No	Substances that form ions when in water; seawater influence.
Copper	2022	mg/L	1.0	N/A	Range Average	ND-0.012 ND	ND-0.017 ND	NR ND	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives.
Foaming Agents (MBAS)	2022	µg/L	500	N/A	Range Average	ND-170 34	50-63 57	NR ND	No	Municipal and industrial waste discharges.
Manganese	2022	µg/L	50	N/A	Range Average	ND-2.8 ND	NR ND	NR ND	No	Leaching from natural deposits.
Odor - Threshold	2022	TON	3	N/A	Range Average	NR 1	NR 1	NR 1	No	Naturally-occurring organic materials.
Sulfate	2022	mg/L	500	N/A	Range Average	13-18 15	22-51 37	29-31 30	No	Runoff/leaching from natural deposits; industrial wastes.
Total Dissolved Solids	2022	mg/L	1000	N/A	Range Average	160-270 220	N/A N/A	N/A N/A	No	Runoff/leaching from natural deposits.
Turbidity	2022	NTU	5	N/A	Range Average	ND-0.62 0.12	ND-2.7 0.12	ND-0.85 0.20	No	Soil runoff.

Results

Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Fluidized Bed Reactors (FBR) ³	Oliver P. Roemer Filtration Facility ⁴	Ion Exchange Perchlorate Treatment ⁵	Violation Yes/No	Major Sources of Drinking Water
OTHER PARAMETERS										
pH	2022	pH units	No Standard	N/A	Range Average	7.1-8.1 7.8	7.5-8.2 7.8	7.6-7.9 7.8	No	Characteristic of water.
Total Alkalinity (as CaCO ₃)	2022	mg/L	No Standard	N/A	Range Average	140-180 160	78-180 136	NR 170	No	Naturally occurring.
Calcium	2022	mg/L	No Standard	N/A	Range Average	42-66 53	30-58 44	64-67 66	No	Erosion of salt deposits in soil and rock.
Hardness	2022	mg/L	No Standard	N/A	Range Average	140-190 168	93-180 137	190-200 195	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.
Magnesium	2022	mg/L	No Standard	N/A	Range Average	6.4-9.2 7.8	4.7-8.2 6.5	6.8-7.1 7.0	No	Erosion of salt deposits in soil and rock.
Sodium	2022	mg/L	No Standard	N/A	Range Average	11-13 12	9.5-66 38	NR 14	No	Sodium refers to the salt present in the water and is generally naturally occurring.

¹The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.
²Compliance with secondary standards are based on annual average. Values above the MCL are acceptable, as long as the average is below the MCL.
³FBR includes Plant Effluent, Rialto Well 6 and WWWD Well 11.
⁴Roemer includes Plant Effluent, Combined Filter Effluent, State Project Water, Lytle Creek and Zone 5-3 Reservoir.
⁵Ion Exchange includes Well 41 and Well 42 raw and treated water.
⁶Results are from the distribution system.
 NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number
 AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

Conservation and Water Use Efficiency

Household Water Savings

The average San Bernardino County household uses 143 gallons per capita, per day, with most water used outdoors. Here are some easy-to-follow tips that can help you save water.



Household leaks are more than a drop in the bucket

The average household leak will waste 10,000 gallons of water a year. You can **save** 30 - 50 gallons a day by detecting and fixing these leaks.



Tap Into Tech to save water

Looking for outdoor water savings? Let a smart irrigation device take the guesswork out of irrigation. Installing a weather-based irrigation controller (WBIC) can **save** 100 - 150 gallons a day. Switching to high-efficiency irrigation sprinklers can **save** an additional 8 gallons per day.



Small changes can have a big impact

Water is essential to each of us every day, but its a limited resource. Commit to making water conservation a way of life by making these small changes to your daily habits:

- Take shorter showers and save 5-10 gallons each unneeded minute
- Turn off the tap when brushing your teeth or scrubbing dishes
- Save 15-45 gallons by only washing full loads of laundry

For more tips to save water, visit www.wvwd.org/conservation

REBATE PROGRAMS

TURF REBATES

Rebates are offered to our West Valley Water District customers. A pre-inspection and post-inspection are required to obtain a rebate. Funding is limited and rebates will be awarded on a first come, first served basis while funding is available.

HIGH EFFICIENCY TOILETS

Receive up to \$50 (maximum 2 per household; \$100 max) for qualifying high efficiency toilets that have a low volume flush of 1.28 gallons per flush.

HIGH EFFICIENCY WASHERS

Receive up to \$100 for a qualifying high efficiency washer. Reduction in water usage also reduces energy use because of less water needed to be heated.

WEATHER-BASED "SMART" IRRIGATION CONTROLLER

Receive up to \$100 for a qualifying smart timer. Improve irrigation efficiency by reducing the amount of over watering.

HIGH EFFICIENCY SPRINKLERS

Receive up to \$4 per qualifying high efficiency sprinkler nozzles that reduce water consumption.

Visit:

www.wwd.org/conservation/ or call (909) 875-1804 to learn more about our programs.

855 W. Baseline Rd., Rialto, CA 92376
Phone: (909) 875-1804 www.wvwd.org



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- Email us at social@wvwd.org
- Call us at 909.875.1804

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**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: FUNDS TRANSFER REPORT - APRIL 2023

BACKGROUND:

At the August 20, 2020, Board of Directors meeting, the WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting, the WVWD Board also requested that the CFO provide a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board. April's Funds Transfer Report is attached as **Exhibit A**.

FISCAL IMPACT:

Potential interest earnings on funds invested/transferred.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the April 2023 Funds Transfer Report.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ;jv

ATTACHMENT(S):

1. Exhibit A - 2023 April Funds Transfer Report

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD

EXHIBIT A

Fund Transfer Detail April 2023

Date	Beginning Balances	Amount
4/3/2023	US Bank-Chandler	81,152,233.27
4/3/2023	Chase Gen Checking	1,224,652.42
4/3/2023	LAIF	24,749,895.83

Date	Transfers	Amount
4/3/2023	LAIF → Chase Gen Checking	10,000,000.00
4/4/2023	Chase Gen Checking → US Bank-Chandler	10,000,000.00
4/13/2023	LAIF → Chase Gen Checking	1,500,000.00

Date	**Ending Balances (After Transfers)	Amount
4/4/2023	US Bank-Chandler	91,470,174.70
4/13/2023	Chase Gen Checking	1,124,788.74
4/13/2023	LAIF	13,697,493.01

***Ending balances may include other credits/deposits besides transfer amounts.*



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: TREASURER'S REPORT - APRIL 2023

DISCUSSION:

West Valley Water District (“District”) contracts with the Clifton Larson Allen LLP to prepare West Valley Water District’s (WVWD) Investment report on a monthly basis. The District’s investment policy is in uniformity with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer Report for the Month of April 2023 (**Exhibit A**) is presented to the Finance Committee for discussion.

FISCAL IMPACT:

Monthly Cost of \$2,625 was included in the FY 2022-23 annual budget.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the April 2023 Treasurer’s Report.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:jv

ATTACHMENT(S):

1. Exhibit A - 2023 April Treasurer Report

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD

**West Valley Water District
Cash, Investment & Reserve Balances - April 30, 2023**

Institution/Investment Type	March 2023 Balance	April 2023 Balance	OPERATING CASH	Minimum Balance	Target Balance	Maximum Balance
Funds Under Control of the District:			Balance Available for Daily Operations	\$ 40,243,680.94	\$ 31,185,408.13	\$ 16,204,635.33
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	Total Operating Cash	\$ 40,243,680.94	\$ 31,185,408.13	\$ 16,204,635.33
	\$ 4,300.00	\$ 4,300.00	UNRESTRICTED RESERVES			
Checking and Savings:			CAPITAL RESERVES			
Chase - General Government Checking	\$ 1,224,652.42	\$ 2,038,398.73	Capital Project Account - 100% FY 22-23	\$ 7,334,500.00	\$ 7,334,500.00	\$ 10,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -	Capital Project Account-80% FY 23-24	\$ 4,868,000.00	\$ 4,868,000.00	\$ 8,000,000.00
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	Administrative & General Account	\$ 1,582,998.10	\$ 1,582,998.10	\$ 1,582,998.10
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50		\$ 13,785,498.10	\$ 13,785,498.10	\$ 19,582,998.10
	\$ 1,278,289.48	\$ 2,092,035.79	LIQUIDITY FUNDS			
State of California, Local Agency Investment Fund*	\$ 24,749,895.83	\$ 13,697,493.01	Rate Stabilization Account	\$ 985,094.40	\$ 2,955,283.20	\$ 4,925,472.00
US Bank - Chandler Asset Mgmt	\$ 31,064,580.70	\$ 31,220,349.53	Operating Reserve Account	\$ 5,276,660.33	\$ 10,553,320.67	\$ 15,829,981.00
US Bank - Chandler Liquidity Fund	\$ 50,087,652.57	\$ 60,249,825.17	Emergency Account	\$ 1,311,423.67	\$ 2,622,847.34	\$ 3,934,271.01
CalTrust Pooled Investment Fund - Short Term	\$ 17,034,277.34	\$ 17,105,277.49	Water Banking Account	\$ 125,000.00	\$ 625,000.00	\$ 1,250,000.00
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -		\$ 7,698,178.40	\$ 16,756,451.21	\$ 25,939,724.01
U. S. Treasury Bills			OTHER OPERATING RESERVES			
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
				\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
Total	\$ 124,218,995.92	\$ 124,369,280.99	Total Unrestricted Reserves	\$ 26,483,676.50	\$ 35,541,949.31	\$ 50,522,722.11
Funds Under Control of Fiscal Agents:			Total OP Cash & UR Reserves	\$ 66,727,357.44	\$ 66,727,357.44	\$ 66,727,357.44
US BANK			RESTRICTED RESERVES			
2016A Bond - Principal & Payment Funds	\$ 428,350.56	\$ 52.13	2016A Bond	\$ 52.13	\$ 52.13	\$ 52.13
2016A Bond - Interest Fund	\$ -	\$ -	Customer Deposit Accounts	\$ 5,599,427.25	\$ 5,599,427.25	\$ 5,599,427.25
			Capacity Charge Acct Balance	\$ 49,042,496.30	\$ 49,042,496.30	\$ 49,042,496.30
Total	\$ 428,350.56	\$ 52.13	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
Grand Total	\$ 124,647,346.48	\$ 124,369,333.12	Total Restricted Reserves	\$ 57,641,975.68	\$ 57,641,975.68	\$ 57,641,975.68
			Total Cash & Investments	\$ 124,369,333.12	\$ 124,369,333.12	\$ 124,369,333.12

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

William Fox

 Chief Financial Officer

*Quarterly interest posted the month following the quarter end.

West Valley Water District Investment Memo – April 2023

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Total Fund Balance

When comparing the District's total fund balances month-over-month between April (\$124,369,333.12) and March (\$124,647,346.48), CLA found the \$278,013.36 decreased fund balance between April and March.

U.S. Bank Chandler Custodial Account

Cash/Money Market - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending April 30, 2023, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA also conducted a review of the District's cash and money-market securities and found that all the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$25 billion with over thirty years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of April 30, 2023 is 0.22%. Therefore, the District is following both the investment policy and California governmental code.

United States Treasury Issues – Per Section 9.1 of the investment policy, "there's no limitation as to the percentage of the portfolio that may be invested in this category."

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines establish that maximum investment maturities for United States Treasury Obligations are limited to five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the

West Valley Water District Investment Memo – April 2023

five-year maturity limit. These guidelines do not establish a maximum specified percentage of the District's investment portfolio for United States Treasury Obligations.

As of April 30, 2023, 45.74% of the District's total portfolio is invested in United States Treasury Issues. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

Negotiable Certificates of Deposit – Section 9.4 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." All instruments categorized as negotiable certificates of deposit in the District's portfolio follow Section 9.4 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.4 of the investment policy, the maximum percentage of investments in negotiable certificates of deposit is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(i)) regarding negotiable certificates of deposit. These guidelines establish a maximum specified percentage of the District's investment portfolio for certificates of deposit at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Negotiable certificates of deposit constitute 0.0% of the District's total investment balance as of April 30, 2023. Therefore, the District is following both the investment policy and the State of California's standards.

Medium-Term Notes – Section 9.10 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." The investment policy also states that medium-term notes should have a "maximum remaining maturity of five years or less." All instruments categorized as medium-term notes in the District's portfolio follow Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.10 of the investment policy, the maximum percentage of investments in medium short-term notes is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(k)) regarding medium-term notes. These guidelines establish a maximum specified percentage of the District's investment portfolio for medium-term notes at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Medium-term notes constitute 6.41% of the District's total investment balance as of April 30, 2023. Therefore, the District is following both the investment policy and the State of California's standards.

West Valley Water District Investment Memo – April 2023

Federal Agency Obligations – Per Section 9.5 of the District’s investment policy, “there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio.” Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all the District’s current federal agency holdings are rated AAA by multiple NRSRO’s as of April 30, 2023.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(f)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Federal agency obligations represent 20.47% of the District’s total investment balance as of April 30, 2023. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

Local Agency Investment Fund (LAIF)

The State of California, Local Agency Investment Fund (LAIF) processes a same-day transaction if notified by 10:00 am. This ability satisfies the investment requirement of 24-hour liquidity as stipulated in the investment policy for the District.

Per Section 9.2 of the District’s investment policy, the maximum percentage of investments in the State of California, Local Agency Investment Fund is unlimited.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 16429.1) concerning the Local Agency Investment Fund. These guidelines establish no maximum specified percentage of the District’s investment portfolio while also dictating no maximum maturity date for LAIF investments.

Per the Standard and Poor’s rating system, California’s Current Credit Rating is AA-, identifying the credit quality of the fund’s portfolio performance as strong.

As of the period ending April 30, 2023, the District’s Local Agency Investment Fund balance represents 11.01% of the District’s entire portfolio. Therefore, the District is following the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report dated May 10, 2023, LAIF investments had a net-yield of 2.870%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 64.15%
- Agencies- 21.72%
- Certificates of Deposit/Bank Notes- 6.48%
- Commercial Paper- 4.47%
- Time Deposits- 2.74%
- Loans- 0.20%

West Valley Water District Investment Memo – April 2023

- Corporate Bonds- 0.24%

On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company, and the San Gabriel California Corporation. Per the settlement agreement, “West Valley and the non-settling plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree.” The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin. The claims also concern the defendants (Fontana Parties) pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree. The San Bernardino Basin Area and most but not all the Rialto-Colton Basin are located within the service area of the Valley District and this violation served as the basis of the settlement.

The settlement check was received and deposited into the District’s General Government Checking bank account and the District’s board approved the transfer of the \$3 million in settlement funds to the District’s LAIF account on April 4, 2019. While these funds have been earmarked for Capital Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

In April, the District moved \$10 million from LAIF to the US Bank Chandler custodial account in order to diversify the District’s investment portfolio and enhance interest income.

The Investment Trust of California (Cal TRUST)

The District maintains investments in the CalTRUST Short-Term Fund. For the month ending April 30, 2023 the Net Asset Value per share was \$10.01 (\$17,105,277.49 book value) for CalTRUST Short-Term Fund investments. Per the CalTRUST Month End Portfolio Statistics dated April 30, 2023, the credit rating for the Short-Term Fund is AAF, identifying the credit quality of the fund’s portfolio performance as very strong.

Section 9.3 of the District’s investment policy states “no limit will be placed on the percentage total in this category.” The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending April 30, 2023, the District’s CalTRUST investment balance represents 13.75% of the District’s entire portfolio. Therefore, the District is following the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

Bank Deposits

Based on the District’s investment policy, “Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution.” As of April 30, 2023, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, except for the Chase General Governmental Checking account. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$1.5 million dollars which represents funding for one payroll, and one accounts payable check run. In CLA’s comparison between the District’s general checking account balances for April 2023 (\$2,038,398.73) and March 2023 (\$1,224,652.42), CLA observed an increase of \$813,746.31 was due to a few factors. The District transferred \$1.5 million from the LAIF account and processed \$1.2 million in various accounts payable,

West Valley Water District Investment Memo – April 2023

including the \$753k payment for the Roemer expansion. The District also received the \$731k tax payment from the County of San Bernardino. Any remaining difference is due to normal monthly activity.

During our review of the April 2023 Chase General Governmental Checking account bank statement, it was noted that there were 15 fraudulent activities the amount of \$43,036.80. West Valley Water District (“WVWD”) has a procedure where the bank issues a check/ACH exception report for WVWD to review and reject fraudulent checks/ACHs as needed. Currently, WVWD has implemented check number and amount positive pay.

While the District reconciles its deposit accounts monthly, CLA found that the District has historically reported the month-ending bank statement balance on the Treasurer’s Report. Because the monthly bank statement does not take any outstanding checks or other withdrawals into account, the District may be overstating the General Government Checking balances on the Treasurer’s Report, which ultimately impacts its liquidity.

In April, the UTC Routine Checking account was \$5,000.56 and the UTC Non-Routine Checking account balance was \$48,636.50. The balances in both accounts went remained unchanged between April 2023 and March 2023. The relatively low balances in both accounts (in comparison with the historical balances) is due to the CFO’s emphasis on transferring more of its unrestricted cash balances to the District’s investments accounts to take advantage of the increased rate of return.

In analyzing the accounting for the District’s cash drawers (\$3,600) and petty cash (\$700), per the District’s accounting staff, the District’s cash drawers are normally reconciled daily. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District’s armored security provider, Gaurda, for deposit daily. Cash deposits are reconciled daily by the District’s accounting department. Petty cash is normally reconciled by the accounting department monthly. The District’s accounting department provided CLA with a formalized reconciliation for the petty cash account and the cash drawers for April 2023, therefore CLA was able to agree the cash drawers and petty cash balance to the District Cash Drawers summary schedule.

Section 9.12 of the investment policy asserts that “there is no limit on the percentage of the portfolio that may be invested in bank deposits.” Similarly, the State of California’s Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of April 30, 2023 the District had 1.69% of its portfolio invested in bank deposit accounts.

Commercial Paper

Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Commercial paper is usually issued at a discount from face value and typically reflects prevailing market interest rates. Per section 9.8 of the investment policy, the entity that issues the commercial paper should meet all the following conditions “(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than

West Valley Water District Investment Memo – April 2023

commercial paper, if any, that is rated at least the “A” category by a NRSRO. For a commercial paper investment to be eligible for the District, the commercial paper shall not have a maximum maturity of 270 days or less and no more than 25% of the District’s portfolio may be invested in this category.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601 (h)) regarding Commercial Paper. These guidelines establish a maximum specified percentage of the District’s investment portfolio for commercial paper at 25%. The State of California’s guidelines also establish that maximum investment maturities for commercial paper should be 270 days or less.

As of April 30, 2023, the District had 0.0% invested in commercial paper investment. Therefore, the District is following both the investment policy and the State of California’s standards.

Supranational

Supranationals are explicitly defined in Section 9.14 of the investment policy as “US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank”. Securities listed as supranationals must be rated in the AA category or higher by a NRSRO and no more than 30% of the District’s portfolio may be invested in these securities with a maximum maturity of five years.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(q)) regarding supranationals. These guidelines establish a maximum specified percentage of the District’s investment portfolio for supranationals at 30%. The State of California’s guidelines also establish that maximum investment maturities for supranationals should be five years or less.

As of April 30, 2023, the District’s investments in five securities categorized as supranationals was 0.71% of the total portfolio and securities maintained a maturity date of less than five years from the original purchase date. CLA can confirm that the District’s supranational investments meet the standards of both the investment policy and the State of California.

West Valley Water District Reserve Memo – April 2023

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Restricted Funds

Bond Proceeds Fund(s) – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the April 30, 2023 ending balance of \$52.13 satisfies the minimum balance requirements per the District's reserve policy.

Customer Deposit Accounts – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented on the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the April 2023 Treasurer's Report reconciles with the District's general ledger. The April 30, 2023 balance of \$5,599,427.25 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

Capacity Charge Account – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$49,042,496.30 presented on the April 2023 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

CIP Account in LAIF for Capital Purposes – On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. The check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these settlement funds have been restricted for Capital Improvement Projects, currently there are no designations or allocations for District funding towards any Capital Improvement Projects.

Capital Reserve Funds

Capital Project Account – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District's reserve policy, "the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 80% of the amount estimated to be needed the following fiscal year." The District currently maintains a balance of \$12,202,500.00 (\$7,334,500.00 for fiscal year 2022-23 and \$4,868,000.00 for fiscal year 2023-24) in its

West Valley Water District Reserve Memo – April 2023

capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of April 30, 2023 by comparing the board-approved Fiscal Year 2022-23 Mid-Year Capital Improvement Budget adjustments which indicates a total CIP (Operating Revenue + Capital Project Fund) for fiscal year 2022-23 of \$7,334,500.00. The reserve policy only requires the district to maintain 80% of the amount estimated to be needed the following fiscal year (2023-24) which amounts to \$4,868,000.00, therefore, the District meets the requirement indicated in its reserve policy.

Administrative & General Account – The administrative and general account is utilized to fund certain general, administration and overhead projects. While no specific target level has been earmarked for either project, the District hopes to maintain a minimum balance in the administrative and general account equal to 5% of its annual operating expenses. Per the FY 2022-23 board-approved budget, CLA can confirm the District has an operating expenses budget of \$31,659,962.37. As of April 30, 2023, the administrative and general account contains \$1,582,998.10 which satisfies the 5% minimum requirement of the District’s reserve policy.

Liquidity Funds

Rate Stabilization Fund – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 5% of water sales. Per the FY 2022-23 board-approved budget, the District anticipates water revenues of \$19,701,887.62 for the current fiscal year. The District’s current balance of \$985,094.40 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

Operating Reserve Account – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 60 days of the District’s budgeted total operating expenses in this account. Per the FY 2022-23 board-approved budget, CLA can confirm the District has an operating expenses budget of \$31,659,962.37. As of April 30, 2023, the operating reserve account maintains a balance of \$5,276,660.33, which satisfies the requirements of the District’s reserve policy.

Emergency Account – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per April 30, 2023 general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$131,142,367.10. As of April 30, 2023, the emergency account represents a balance of \$1,311,423.67 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

Water Banking Account – The District’s reserve policy states “The District will strive to maintain a minimum level equal to the cost of 1,000 acre-feet of water and a maximum amount equal to the cost of 10,000 acre-feet of water.” Per an invoice from the San Bernardino Valley Municipal Water District, CLA can confirm that the District currently pays \$125 per acre-feet of water. By maintaining a balance of \$125,000 in its Water Banking Account, the District is in adherence with its reserve policy.

West Valley Water District Reserve Memo – April 2023

Self-Insurance Reserve – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims and this amount is considered adequate based on conversations with the District’s CFO.

Balance Available for Daily Operations – This balance represents the District’s total cash balance less any fund requirements. For the month ending April 30, 2023, the District had a total of \$124,369,333.12 in various institutional accounts. The required reserve balances by type total \$84,125,652.18 and are categorized as follows:

- Restricted Funds- \$57,641,975.68
- Capital Reserve Funds- \$13,785,498.10
- Liquidity Funds- \$7,698,178.40
- Other Reserves- \$5,000,000.00

Based on the District’s Treasurer’s Report, which indicates a total cash balance of \$124,369,333.12 and fund requirements of \$84,125,652.18, the fund balance available for daily operations reconciles to the April 2023 Treasurer’s report.

CLA reviewed the Treasurer’s report for clerical accuracy and recalculated the total Unrestricted Reserves balance and agreed the totals to the April 2023 Treasurer’s Report. The Treasurer’s Report indicates that West Valley Water District’s total cash, investment, and reserve balances as of April 30, 2023 total \$124,369,333.12. In its assessment of the District’s accounts, the balances on the Treasurer’s Report appear to agree with the supporting documentation provided by the West Valley Water District.

West Valley Water District
Investment Policy Analysis
April 30, 2023

U.S. Bank - Chandler Asset Management		
Money Market	269,878.25	A
Commercial Paper	-	A
Federal Agency Obligations	25,458,446.95	A
U.S. Government	56,887,195.15	A
Corporate Bonds	7,972,545.85	A
Supranational	882,108.50	A
Negotiable CD	-	A
Total U.S. Bank - Chandler Asset Management Funds	91,470,174.70	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	2,038,398.73	B
Chase-1368	5,000.56	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
2016A Bond - Principal & Payment Funds	52.13	B
2016A Bond - Interest Fund	-	B
District Cash Drawers	4,300.00	C
Total Checking and Savings	2,096,387.92	

CalTRUST Short Term Fund	17,105,277.49	A
CalTRUST Medium Term Fund	-	A
LAIF	13,697,493.01	A
Total April 30, 2023 District Funds	124,369,333.12	

The balances indicated above are as of April 30, 2023

Balances verified with monthly investment statements provided by client	A
Balances verified with monthly bank statements provided by client	B
Balances verified with monthly reconciliations provided by client	C

The purpose of this report is to calculate the asset class percentage in comparison with the maximum portfolio percentage allowed by the district's investment policy

Based on our review of the asset classes as of 04/30/23, West Valley Water District is in compliance with its investment policy

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	25,458,446.95
U.S. Government	No Limit	56,887,195.15
LAIF	No Limit	13,697,493.01
CalTRUST	No Limit	17,105,277.49
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	7,972,545.85
Money Market	20%	269,878.25
Bank Deposits	No Limit	2,096,387.92
Supranational	30%	882,108.50
		124,369,333.12
Funds Excluded from Policy	2016A	-
Total April 30, 2023 District Funds		124,369,333.12

Asset Class	April 2023 (% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.00%	25%
Federal Agency Obligations	20.47%	30%
U.S. Government	45.74%	No Limit
LAIF	11.01%	No Limit
CalTRUST	13.75%	No Limit
Negotiable CD	0.00%	30%
Medium Term Notes (Corporate Bonds)	6.41%	30%
Money Market	0.22%	20%
Bank Deposits	1.69%	No Limit
Supranational	0.71%	30%

West Valley Water District
 Bond Analysis
 April 30, 2023

Liquidity Fund							
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 04/30/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)	
Federal Home Loan Bks - 313384G8	10,833,892.50	P-1	Yes	3/21/2023	5/31/2023		0.2
Federal Farm Credit Bks - 313312HD5	4,747,974.00	P-1	Yes	4/5/2023	6/21/2023		0.2
U S Treasury Bill - 912796ZQ5	14,895,450.00	P-1	Yes	3/21/2023	6/22/2023		0.2
U S Treasury Bill - 912797FX0	14,856,000.00	P-1	Yes	3/21/2023	7/11/2023		0.3
U S Treasury Bill - 912797FB8	10,014,967.50	P-1	Yes	4/21/2023	10/19/2023		0.5
U S Treasury Note - 912828R69	4,838,166.00	Aaa	Yes	3/21/2023	5/31/2023		0.2
First American Govt Obligation Fund Class Y - 31846V203	63,375.17	Aaa	Yes	various			
Total Liquidity Fund	60,249,825.17						

Money Market Fund							
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 04/30/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)	
First American Govt Obligation Fund Class Y - 31846V203	206,503.08	Aaa	Yes	various			
Total Money Market	206,503.08						

Federal Agency Obligations							
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 04/30/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)	
F H L M C - 3137EAEN5	249,222.50	Aaa	Yes	8/7/2018	6/19/2023		4.8
F H L M C - 3137EAES4	178,684.20	Aaa	Yes	6/24/2020	6/26/2023		3.0
FFCB Note 3133EKZK5	247,527.50	Aaa	Yes	8/19/2019	8/14/2023		3.9
Federal Home Loan Bks - 313383YJ4	248,605.00	Aaa	Yes	11/29/2018	9/8/2023		4.7
F N M A - 3135G0U43	233,197.55	Aaa	Yes	9/12/2018	9/12/2023		4.9
FHLMC MTN- 3137EAEZ8	487,630.00	Aaa	Yes	10/7/2020	11/6/2023		3.0
F N M A - 3135G06H1	423,468.15	Aaa	Yes	11/23/2020	11/27/2023		3.0
FHLMC MTN- 3137EAFA2	340,326.00	Aaa	Yes	12/2/2020	12/4/2023		3.0
Federal Home Loan Bks - 3130A0F70	237,892.80	Aaa	Yes	12/13/2018	12/8/2023		4.9
Federal Home Loan Bks - 3130AB3H7	185,915.00	Aaa	Yes	4/8/2019	3/8/2024		4.8
Federal Home Loan Bks - 3130A0XE5	246,597.50	Aaa	Yes	3/19/2019	3/8/2024		4.9
FFCB Note 3133EKNX0	243,590.00	Aaa	Yes	6/25/2019	6/3/2024		4.9
Federal Home Loan Bks - 3130A1XJ2	245,090.00	Aaa	Yes	6/12/2019	6/14/2024		4.9
F N M A - 3135G0V75	241,995.00	Aaa	Yes	7/8/2019	7/2/2024		4.9
FFCB- 3133EKP75	240,552.50	Aaa	Yes	10/15/2019	9/17/2024		4.9
F N M A - 3135G0W66	239,672.50	Aaa	Yes	10/17/2019	10/15/2024		4.9
Federal Farm Credit Bks - 3133ENS43	498,100.00	Aaa	Yes	10/20/2022	10/17/2024		2.0
Federal Farm Credit Bks - 3133ENZ94	500,785.00	Aaa	Yes	11/16/2022	11/18/2027		4.9
Federal Home Loan Bks - 3130ATUR6	601,644.00	Aaa	Yes	2/1/2023	12/13/2024		1.8
F N M A - 3135G0X24	90,807.65	Aaa	Yes	1/8/2020	1/7/2025		4.9
Federal Farm Credit Bks - 3133ENZ37	503,790.00	Aaa	Yes	11/3/2022	1/10/2025		2.2
Federal Home Loan Mortgage Company - 3137EAEP0	271,767.45	Aaa	Yes	2/13/2020	2/12/2025		4.9
F N M A Deb - 3135G03U5	158,601.50	Aaa	Yes	4/22/2020	4/22/2025		4.9
F N M A - 3135G04Z3	264,346.05	Aaa	Yes	6/17/2020	6/17/2025		4.9
F H L M C - 3137EAEU9	322,731.50	Aaa	Yes	7/21/2020	7/21/2025		4.9
F N M A - 3135G05X7	468,939.90	Aaa	Yes	10/6/2020	8/25/2025		4.8
Federal Home Loan Bks - 3130AJXA2	275,706.00	Aaa	Yes	10/7/2020	9/12/2025		4.9
FHLMC MTN - 3137EAEX3	201,720.20	Aaa	Yes	9/23/2020	9/23/2025		4.9
F N M A - 3135G06G3	459,275.00	Aaa	Yes	11/1/2020	11/7/2025		4.9
Federal Home Loan Bks - 3130AKFA9	456,390.00	Aaa	Yes	12/16/2020	12/12/2025		4.9
Federal Home Loan Bks - 3130ATU54	512,010.00	Aaa	Yes	1/31/2023	12/10/2027		4.8
Total Federal Agency Obligations	9,876,580.45						

Negotiable Certificate of Deposit						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 04/30/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Negotiable Certificates of Deposit						

Commercial Paper						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 04/30/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Commercial Paper						

Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 04/30/23	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Finance Corp - 45950KCR9	239,532.50	Aaa	Yes	7/12/2021	10/16/2024	3.2
International Bank M T N - 459058JL8	183,926.00	Aaa	Yes	10/22/2020	10/28/2025	4.9
Inter American Devel Bk - 4581X0DV7	458,650.00	Aaa	Yes	4/13/2021	4/20/2026	5.0
Total Supranational	882,108.50					

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 04/30/23	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Apple Inc. - 037833AK6	149,944.50	Aaa	Yes	4/11/2019	5/3/2023	4.0
Walmart Inc - 931142EK5	149,605.50	Aa2	Yes	6/26/2018	6/26/2023	4.9
Bank of NY Mellon Corp - 06406FAD5	297,135.00	A1	Yes	3/15/2021	8/16/2023	2.4
John Deere Capital Corp - 24422EVN6	324,189.55	A2	Yes	3/1/2021	1/17/2024	2.8
National Rural Util Coop - 637432NL5	196,746.00	A1	Yes	4/6/2022	2/7/2024	1.8
Charles Schwab Corp. - 808513BN4	100,452.45	A2	Yes	3/16/2021	3/18/2024	3.0
Amazon Com Inc. - 023135BW5	286,932.00	A1	Yes	5/10/2021	5/12/2024	3.0
Jpmorgan Chase Co - 46625HJX9	295,917.00	A1	Yes	12/5/2019	5/13/2024	4.4
Caterpillar Fini Service - 14913R2L0	295,953.90	A2	Yes	5/10/2021	5/17/2024	3.0
Salesforce Com Inc - 79466LAG9	47,684.50	A2	Yes	6/29/2021	7/15/2024	3.0
US Bancorp - 91159HHX1	144,831.00	A3	Yes	2/5/2021	7/30/2024	3.4
Paccar Financial Corp - 69371RR40	113,617.20	A1	Yes	8/3/2021	8/9/2024	3.0
Paccar Financial Corp - 69371RR73	227,348.40	A1	Yes	3/31/2022	4/7/2025	3.0
Pepsico Inc - 713448CT3	291,189.00	A1	Yes	10/31/2022	4/30/2025	2.5
Pfizer Inc Sr Gbl Nto - 717081EX7	116,533.75	A1	Yes	6/3/2020	5/28/2025	4.9
Microsoft Corp - 594918BJ2	391,396.00	Aaa	Yes	1/20/2023	11/3/2025	2.7
State Str Corp - 857477BR3	75,318.40	A1	Yes	2/27/2022	2/6/2026	3.9
Apple Inc. - 037833EB2	159,827.50	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc. - 91324PEC2	54,966.60	A3	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 931142ERO	54,349.80	Aa2	Yes	9/8/2021	9/17/2026	5.0
Honeywell International - 438516BL9	285,564.00	A2	Yes	12/13/2022	11/1/2026	3.8
Duke Energy Carolinas - 26442CAS3	285,387.00	Aa3	Yes	10/28/2022	12/1/2026	4.0
Target Corp - 87612EBM7	130,239.20	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	279,891.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	86,106.10	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	267,058.40	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	243,157.50	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	294,606.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEG3	299,305.65	A3	Yes	5/17/2022	5/15/2027	4.9
Walmart Inc - 931142EX7	251,022.50	Aa2	Yes	9/12/2022	9/9/2027	4.9
Apple Inc - 037833DK3	241,162.50	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKQ7	361,208.95	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	414,932.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Toronto Dominion Bank - 89114QCA4	291,567.00	A1	Yes	4/23/2021	6/12/2024	3.1
Bank of Montreal - 06367WB85	235,417.50	A2	Yes	8/6/2021	5/1/2025	3.7
Royal Bank of Canada - 78015K7H1	231,982.50	A1	Yes	5/20/2021	6/10/2025	4.0
Total U.S. Corporate	7,972,545.85					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 04/30/23	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 912828V80	245,050.00	Aaa	Yes	4/29/2019	1/31/2024	4.7
U.S. Treasury Note - 912828X70	243,095.00	Aaa	Yes	9/5/2019	4/30/2024	4.6
U.S. Treasury Note - 9128282U3	169,086.75	Aaa	Yes	12/30/2019	8/31/2024	4.6
U.S. Treasury Note - 912828YM6	479,220.00	Aaa	Yes	12/9/2020	10/31/2024	3.8
U.S. Treasury Note - 912828YV6	239,365.00	Aaa	Yes	12/11/2019	11/30/2024	4.9
U.S. Treasury Note - 912828Z52	476,465.00	Aaa	Yes	5/9/2021	1/31/2025	3.7
U.S. Treasury Note - 912828ZF0	467,405.00	Aaa	Yes	2/24/2021	3/31/2025	4.0
U.S. Treasury Note - 912828ZL7	465,000.00	Aaa	Yes	1/13/2021	4/30/2025	4.2
U.S. Treasury Note - 912828ZT0	462,635.00	Aaa	Yes	12/16/2020	5/31/2025	4.4
U.S. Treasury Note - 91282CAB7	460,605.00	Aaa	Yes	12/16/2020	7/31/2025	4.6
U.S. Treasury Note - 91282CAJ0	459,475.00	Aaa	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CAT8	457,385.00	Aaa	Yes	12/1/2020	10/31/2025	4.8
U.S. Treasury Note - 91282CBC4	457,560.00	Aaa	Yes	1/8/2021	12/31/2025	4.9
U.S. Treasury Note - 91282CBH3	455,760.00	Aaa	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 91282CBQ3	456,445.00	Aaa	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 91282CCF6	228,505.00	Aaa	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note - 91282CCP4	453,475.00	Aaa	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 91282CCW9	454,395.00	Aaa	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note - 91282CCZ2	455,725.00	Aaa	Yes	12/15/2021	9/30/2026	4.7
U S Treasury Note - 91282CDK4	460,040.00	Aaa	Yes	10/20/2022	11/30/2026	4.1
U S Treasury Note - 91282CEF4	479,805.00	Aaa	Yes	11/2/2022	3/31/2027	4.4
U.S. Treasury Note - 91282CEN7	484,100.00	Aaa	Yes	6/6/2022	4/30/2027	4.8
U S Treasury Note - 91282CET4	433,476.00	Aaa	Yes	7/8/2022	5/31/2027	4.8
U S Treasury Note - 91282CEW7	493,420.00	Aaa	Yes	10/20/2022	6/30/2027	4.6
U S Treasury Note - 91282CFH9	240,692.90	Aaa	Yes	10/6/2022	8/31/2027	4.8
U S Treasury Note - 91282CFM8	511,310.00	Aaa	Yes	10/24/2022	9/30/2027	4.9
U S Treasury Note - 91282CFU0	511,600.00	Aaa	Yes	11/18/2022	10/31/2027	4.9
U S Treasury Note - 9128283F5	472,870.00	Aaa	Yes	11/28/2022	11/15/2027	4.9
U S Treasury Note - 91282CGC9	608,646.00	Aaa	Yes	1/26/2023	12/31/2027	4.9
Total U.S. Government	12,282,611.65					

US Bank - Chandler Asset Mgmt

April 2023 Bond Total per Treasurer's Report	31,220,349.53
Total Per April 2023 Chandler Statement	31,220,349.53
Variance	-

US Bank - Chandler Liquidity Fund

April 2023 Bond Total per Treasurer's Report	60,249,825.17
Total Per April 2023 Chandler Statement	60,249,825.17
Variance	-



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: MONTHLY REVENUE & EXPENDITURES REPORT - APRIL 2023

BACKGROUND:

The Board of Directors requested the Monthly Financial Status Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented on a monthly basis.

DISCUSSION:

The Monthly Financial Status Report (**Exhibit A**) summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. Current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. Fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through April 30. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percent column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

FISCAL IMPACT:

There is no fiscal impact for producing the April 2023 Monthly Revenue & Expenditure Report.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the April 2023 Monthly Revenue & Expenditure Report.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ;jv

ATTACHMENT(S):

1. Exhibit A - 2023 April Monthly Revenue & Expenditure Report

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD

EXHIBIT A



West Valley Water District, CA

Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue							
4000 - Water consumption sales	19,701,888.00	19,701,888.00	962,697.65	14,297,960.05	0.00	-5,403,927.95	72.57 %
4010 - Water service charges	8,168,023.00	8,168,023.00	699,698.45	6,896,083.36	0.00	-1,271,939.64	84.43 %
4020 - Other operating revenue	3,967,920.00	3,967,920.00	83,358.40	2,603,337.74	0.00	-1,364,582.26	65.61 %
4030 - Property Taxes	3,069,566.00	3,069,566.00	732,007.95	3,046,748.23	0.00	-22,817.77	99.26 %
4040 - Interest & Investment Earnings	350,000.00	350,000.00	837,098.04	2,867,672.01	0.00	2,517,672.01	819.33 %
4050 - Rental Revenue	36,303.00	36,303.00	0.00	31,905.05	0.00	-4,397.95	87.89 %
4060 - Grants and Reimbursements	127,892.00	127,892.00	0.00	265,573.19	0.00	137,681.19	207.65 %
4070 - Gain on Sale of Capital Assets	0.00	0.00	0.00	735,493.68	0.00	735,493.68	0.00 %
4080 - Other Non-Operating Revenue	15,783.00	15,783.00	9,324.03	10,419,618.71	0.00	10,403,835.71	66,017.99 %
Revenue Total:	35,437,375.00	35,437,375.00	3,324,184.52	41,164,392.02	0.00	5,727,017.02	116.16 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense							
5110 - Source Of Supply	2,530,789.00	2,475,485.00	66,414.32	1,405,488.08	31,700.00	1,038,296.92	58.06 %
5210 - Production	4,403,550.00	4,975,550.00	293,716.48	3,344,174.51	106,982.44	1,524,393.05	69.36 %
5310 - Water Quality	772,375.00	702,375.00	41,039.80	438,789.49	13,450.00	250,135.51	64.39 %
5320 - Water Treatment - Perchlorate	550,000.00	320,000.00	7,491.60	182,030.28	17,512.16	120,457.56	62.36 %
5350 - Water Treatment - FBR/FXB	2,204,600.00	2,091,600.00	131,863.44	1,526,825.30	292,004.48	272,770.22	86.96 %
5390 - Water Treatment - Roemer/Arsenic	1,944,210.00	1,993,210.00	136,614.25	1,380,669.71	230,476.48	382,063.81	80.83 %
5410 - Maintenance - T & D	2,545,250.00	2,695,250.00	149,301.77	1,911,669.56	229,839.36	553,741.08	79.45 %
5510 - Customer Service	1,323,600.00	1,371,600.00	86,599.05	962,215.28	0.00	409,384.72	70.15 %
5520 - Meter Reading	1,154,500.00	1,154,500.00	46,840.05	761,294.39	44,620.35	348,585.26	69.81 %
5530 - Billing	537,700.00	551,200.00	44,858.60	419,081.49	31,234.65	100,883.86	81.70 %
5610 - Administration	2,512,301.00	2,375,291.00	134,261.13	1,251,342.84	76,629.26	1,047,318.90	55.91 %
5615 - General Operations	3,378,372.00	3,375,372.00	113,493.06	2,448,673.19	144,619.33	782,079.48	76.83 %
5620 - Accounting	974,443.00	960,943.00	93,620.90	701,819.97	3,500.00	255,623.03	73.40 %
5630 - Engineering	1,793,120.00	1,785,120.00	120,682.63	1,322,286.12	14,955.49	447,878.39	74.91 %
5640 - Business Systems	1,369,630.00	1,396,630.00	127,757.58	964,386.71	78,396.36	353,846.93	74.66 %
5645 - GIS	285,830.00	259,050.00	12,012.04	173,790.44	25,260.00	59,999.56	76.84 %
5650 - Board Of Directors	304,900.00	304,900.00	20,718.24	208,367.47	8,174.99	88,357.54	71.02 %
5660 - Human Resources/Risk Management	964,580.00	937,950.00	60,340.86	529,995.18	119,330.00	288,624.82	69.23 %
5680 - Purchasing	667,300.00	667,300.00	50,961.57	440,941.84	0.00	226,358.16	66.08 %
5710 - Public Affairs	1,362,912.00	1,236,636.00	48,444.71	602,258.24	196,465.47	437,912.29	64.59 %
5720 - Grants & Rebates	80,000.00	30,000.00	1,846.00	22,605.46	0.00	7,394.54	75.35 %
6200 - Interest Expense	888,300.00	888,300.00	0.00	640,577.04	0.00	247,722.96	72.11 %
6300 - Debt Administration Service	6,615.00	6,615.00	0.00	0.00	0.00	6,615.00	0.00 %
6800 - Other Non-Operating Expense	0.00	0.00	0.00	712,500.00	0.00	-712,500.00	0.00 %
Expense Total:	32,554,877.00	32,554,877.00	1,788,878.08	22,351,782.59	1,665,150.82	8,537,943.59	73.77 %
Report Surplus (Deficit):	2,882,498.00	2,882,498.00	1,535,306.44	18,812,609.43	-1,665,150.82	14,264,960.61	594.88 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - Water Operations Fund	2,882,498.00	2,882,498.00	1,535,306.44	18,812,609.43	-1,665,150.82	14,264,960.61
Report Surplus (Deficit):	2,882,498.00	2,882,498.00	1,535,306.44	18,812,609.43	-1,665,150.82	14,264,960.61



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: CASH DISBURSEMENTS REPORTS - APRIL 2023

BACKGROUND:

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee on a monthly basis.

DISCUSSION:

Each month, the Accounting Department provides a complete listing of all disbursements for the previous month in an effort to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Finance Committee, Board of Directors, and ratepayers the opportunity to review expenses for supplies, materials, services, (**Exhibit A**) and payroll Disbursements (**Exhibit B**). Payroll is processed bi-weekly and accounts payable are processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

FISCAL IMPACT:

There is no fiscal impact for producing the April 2023 Cash Disbursement Reports.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the April 2023 Cash Disbursement Reports.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:jv

ATTACHMENT(S):

1. Exhibit A - 2023 April Cash Disbursements Board Report
2. Exhibit B - 2023 April Cash Disbursements Payroll Board Report

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD

EXHIBIT A

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
April 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6877	ABF PRINTS INC	OFFICE SUPPLIES	160.55	
6877	ABF PRINTS INC	OFFICE SUPPLIES	378.20	
6878	ACWA /JPIA	COBRA - Mesa & Farooqi (March)	2,698.21	
6878	ACWA /JPIA	DELTACARE DENTAL HMO	686.52	
6878	ACWA /JPIA	DELTACARE DENTAL PPO	7,605.48	
6878	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	183.52	
6878	ACWA /JPIA	HEALTH INSURANCE	118,212.61	
6878	ACWA /JPIA	VISION	1,567.32	
6878	ACWA /JPIA	DELTACARE DENTAL PPO	725.06	
6878	ACWA /JPIA	HEALTH INSURANCE	8,668.41	
6878	ACWA /JPIA	VISION	105.90	
6878	ACWA /JPIA	DELTACARE DENTAL HMO	58.08	
6878	ACWA /JPIA	DELTACARE DENTAL PPO	359.98	
6878	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	7.44	
6878	ACWA /JPIA	HEALTH INSURANCE	9,883.69	
6878	ACWA /JPIA	VISION	63.54	
6878	ACWA /JPIA	EE Adjustments	2,567.16	
6878	ACWA /JPIA	Retiree - Health Benefits for March 2023	15,803.77	
6878	ACWA /JPIA	Retiree - Health Benefits for March 2023	1,882.16	
6878	ACWA /JPIA	Retiree - Health Benefits for March 2023	571.86	
6879	BOOT BARN INC	SAFETY BOOTS-AARON HILLMAN	225.00	
6879	BOOT BARN INC	SAFETY BOOTS-JESSE BECERRA	176.16	
6879	BOOT BARN INC	SAFETY BOOTS-TONY LOPEZ	171.00	
6879	BOOT BARN INC	SAFETY BOOTS-ROBERT MACKAMUL	219.80	
6879	BOOT BARN INC	SAFETY BOOTS-ALLAN HIDALGO	196.11	
6879	BOOT BARN INC	SAFETY BOOTS-ROBERT SOLIS VARGAS	147.89	
6879	BOOT BARN INC	SAFETY BOOTS-CHRISTOPHER GIBBS	206.06	
6880	CDW GOVERNMENT INC	COMPUTER SUPPLIES CREDIT	(1,032.06)	
6880	CDW GOVERNMENT INC	License Renewal for MS Office 365 G3	545.30	
6880	CDW GOVERNMENT INC	License Renewal for MS Office 365 G3	545.28	
6880	CDW GOVERNMENT INC	License Renewal for MS Office 365 G3	17,641.50	
6880	CDW GOVERNMENT INC	License Renewal for MS Office 365 G3	1,691.40	
6880	CDW GOVERNMENT INC	License Renewal for MS Office 365 G3	5,066.40	
6881	CHANDLER ASSET MANAGEMENT	SERVICES FOR MARCH 2023	3,575.46	
6882	FASTENAL COMPANY	MAINTENANCE SUPPLIES	482.39	
6882	FASTENAL COMPANY	MAINTENANCE SUPPLIES	240.94	
6882	FASTENAL COMPANY	MAINTENANCE SHOP SUPPLIES	78.85	
6883	HACH COMPANY	HACH PM Contract for the FBR	3,110.83	
6884	HANNA, DIANA G	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6885	HANNA, DONALD R	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6886	HERCULES INDUSTRIES	Padlocks for District	3,354.84	
6886	HERCULES INDUSTRIES	Padlocks for District	2,770.00	
6886	HERCULES INDUSTRIES	Padlocks for District	1,770.00	
6886	HERCULES INDUSTRIES	Padlocks for District	1,038.00	
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007 & W23008		452.25
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007 & W23008		452.25
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007 & W23008		134.57
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007 & W23008		134.56
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007 & W23008		497.47
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007 & W23008		497.46
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007		843.47
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007		579.70
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007		990.98
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007		920.04
6887	MCMMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007		262.76

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 April 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6887	MCMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007		94.34
6887	MCMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007		589.54
6887	MCMASTER-CARR SUPPLY COMPANY	CIP SUPPLIES W23007		645.27
6887	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	495.55	
6887	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	508.89	
6887	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	171.38	
6888	MOORE, KELVIN	ACWA CONFERENCE 2/26/23-3/2/23	1,151.22	
6889	PANTALEON, SOCORRO	ACWA LEGISLATIVE SYMPOSIUM-TRANSP.	31.61	
6890	RECYCLED AGGREGATE MATERIALS CO INC	MAINTENANCE SHOP SUPPLIES	106.65	
6890	RECYCLED AGGREGATE MATERIALS CO INC	MAINTENANCE SHOP SUPPLIES	121.84	
6891	SB VALLEY MUNICIPAL	BASELINE FEEDER- JAN 2023	2,200.00	
6891	SB VALLEY MUNICIPAL	BASELINE FEEDER- JAN 2023	26,794.07	
6891	SB VALLEY MUNICIPAL	BASELINE FEEDER- JAN 2023	10,663.38	
6891	SB VALLEY MUNICIPAL	BASELINE FEEDER- JAN 2023	6,979.68	
6892	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.61	
6892	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.93	
6892	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	7.86	
6892	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.49	
6892	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	8.46	
6892	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	9.75	
6892	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
6892	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	7.70	
6892	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.93	
6892	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	9.75	
6892	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.95	
6892	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	6.86	
6892	UNIFIRST CORPORATION	UNIFORMS-SUPPLIES	7.04	
6892	UNIFIRST CORPORATION	UNIFORMS-SUPPLIES	6.82	
6892	UNIFIRST CORPORATION	UNIFORMS-SUPPLIES	6.71	
6892	UNIFIRST CORPORATION	UNIFORMS-SUPPLIES	9.75	
6892	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	157.42	
6892	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.55	
6892	UNIFIRST CORPORATION	UNIFORMS-ROEMER	7.04	
6892	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.94	
6892	UNIFIRST CORPORATION	UNIFORMS-ROEMER	9.75	
6892	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.05	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.94	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.84	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.98	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.59	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.49	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.47	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.30	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.02	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.95	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	64.78	
6892	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	9.75	
6892	UNIFIRST CORPORATION	UNIFORMS-METERS	6.56	
6892	UNIFIRST CORPORATION	UNIFORMS-METERS	6.59	
6892	UNIFIRST CORPORATION	UNIFORMS-METERS	9.75	
6892	UNIFIRST CORPORATION	UNIFORMS-METERS	6.96	
6892	UNIFIRST CORPORATION	UNIFORMS-METERS	7.32	
6892	UNIFIRST CORPORATION	UNIFORMS-METERS	6.94	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
April 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6892	UNIFIRST CORPORATION	JANITORIAL SERVICES	246.46	
6892	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	5.87	
6892	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	6.05	
6892	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	9.75	
6892	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	9.75	
6892	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	8.38	
6892	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	6.72	
6892	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	6.61	
6894	WESTBROOK, LAURA	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6895	ARAIZA, ANTHONY W	MEDICARE PART B REIMB JAN-MAR 2023	989.10	
6896	ARAIZA, DIANA	MEDICARE PART B REIMB JAN-MAR 2023	989.10	
6897	BOOT BARN INC	SAFETY BOOTS-JAIME VALENCIA	224.38	
6897	BOOT BARN INC	SAFETY BOOTS-RUDY OLGUIN	175.85	
6897	BOOT BARN INC	SAFETY BOOTS-EDGAR HIDALGO	200.00	
6897	BOOT BARN INC	SAFETY BOOTS-CODY LUDWIG	183.16	
6897	BOOT BARN INC	SAFETY BOOTS-CLIFFORD RAY	219.76	
6897	BOOT BARN INC	SAFETY BOOTS-TRACI BROWN	169.43	
6898	CDW GOVERNMENT INC	cdwg Vmware renewal 2023	1,150.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	33.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	258.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	15.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	15.75	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	13.50	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	211.50	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	6.75	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	147.75	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	40.75	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	169.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	169.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	169.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	88.50	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	15.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	15.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	15.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	15.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	15.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
6899	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	15.00	
6901	COMPUTERIZED EMBROIDERY COMPANY INC	JACKET-YOLANDA	53.70	
6902	DOMINGUEZ, ELVIA	BOARD MEETING MEALS	225.06	
6903	ERS INDUSTRIAL SERVICES INC.	Filter #1 & #6 Media Replace & Recoating Proj		363,775.37
6903	ERS INDUSTRIAL SERVICES INC.	RETENTION		(18,188.77)
6904	FASTENAL COMPANY	SHOP SUPPLIES	313.65	
6904	FASTENAL COMPANY	SHOP SUPPLIES	298.52	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
April 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6904	FASTENAL COMPANY	SHOP SUPPLIES	391.32	
6905	HACH COMPANY	HACH DR 3900 Repair	1,588.78	
6905	HACH COMPANY	ROEMER SUPPLIES	425.11	
6905	HACH COMPANY	ROEMER SUPPLIES	558.10	
6905	HACH COMPANY	ROEMER SUPPLIES	181.24	
6906	JENKINS, DANIEL	MILEAGE REIMB-SBCSDA MEMBER MTG	32.38	
6907	LANE, JAN	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6908	MARTINEZ, ISABEL M	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6909	MARTINEZ, RAYMOND	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6910	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	479.01	
6910	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	539.79	
6910	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	369.64	
6910	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	362.88	
6910	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	813.05	
6911	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade		793,250.00
6911	PCL CONSTRUCTION INC	RETENTION		(39,663.00)
6912	PRUITT, BARBARA J	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6913	RECYCLED AGGREGATE MATERIALS CO INC	MAINTENANCE SHOP SUPPLIES	105.34	
6913	RECYCLED AGGREGATE MATERIALS CO INC	MAINTENANCE SHOP SUPPLIES	220.17	
6914	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 3/14/23	225.00	
6914	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MEETING 3/14/23	200.00	
6915	SALCEDO, JUAN CARLOS	SAFETY BOOTS REIMB	201.47	
6916	SAMBA HOLDINGS INC	HR SERVICES	149.96	
6917	SANDER, REBECCA	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6918	SB VALLEY MUNICIPAL	BASELINE FEEDER-FEB 2023	2,200.00	
6918	SB VALLEY MUNICIPAL	BASELINE FEEDER-FEB 2023	26,794.07	
6918	SB VALLEY MUNICIPAL	BASELINE FEEDER ADJ OCT22-NOV22-DEC22-JAN23	1,554.84	
6918	SB VALLEY MUNICIPAL	BASELINE FEEDER-FEB 2023	12,323.80	
6918	SB VALLEY MUNICIPAL	BASELINE FEEDER-FEB 2023	6,979.68	
6918	SB VALLEY MUNICIPAL	PIPELINE CATHODIC PROTECTION	1,892.75	
6918	SB VALLEY MUNICIPAL	BLF ELECTRIC BILL-FEB 2023	55,037.68	
6919	SHARP EXTERMINATOR INC	DISTRICT MAINTENANCE	185.00	
6920	SPIK, LINDA M	MEDICARE PART B REIMB JAN-MAR 2023	1,285.80	
6921	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.61	
6921	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	7.70	
6921	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	7.86	
6921	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	8.46	
6921	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	9.75	
6921	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
6921	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.49	
6921	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.93	
6921	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.93	
6921	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	9.75	
6921	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	6.86	
6921	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.95	
6921	UNIFIRST CORPORATION	UNIFORMS-FBR	7.04	
6921	UNIFIRST CORPORATION	UNIFORMS-FBR	6.82	
6921	UNIFIRST CORPORATION	UNIFORMS-FBR	6.71	
6921	UNIFIRST CORPORATION	UNIFORMS-FBR	9.75	
6921	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	157.42	
6921	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.94	
6921	UNIFIRST CORPORATION	UNIFORMS-ROEMER	9.75	
6921	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.55	
6921	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.05	
6921	UNIFIRST CORPORATION	UNIFORMS-ROEMER	7.04	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
April 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	12.56	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	9.75	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.47	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.94	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.59	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.49	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.95	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.30	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.84	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.02	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.98	
6921	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6921	UNIFIRST CORPORATION	UNIFORMS-METERS	6.56	
6921	UNIFIRST CORPORATION	UNIFORMS-METERS	6.59	
6921	UNIFIRST CORPORATION	UNIFORMS-METERS	9.75	
6921	UNIFIRST CORPORATION	UNIFORMS-METERS	6.94	
6921	UNIFIRST CORPORATION	UNIFORMS-METERS	7.32	
6921	UNIFIRST CORPORATION	UNIFORMS-METERS	6.96	
6921	UNIFIRST CORPORATION	JANITORIAL SERVICES	246.46	
6921	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	5.87	
6921	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	6.05	
6921	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	9.75	
6921	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	9.75	
6921	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	8.38	
6921	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	6.61	
6921	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	6.72	
6923	ABF PRINTS INC	BUSINESS CARDS (CHRIS GIBBS)	59.26	
6924	ALBERT A WEBB ASSOCIATES	18" Trans Main Crossing I15_Citrus to Lytle Creek		281.00
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	31.50	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	56.25	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	218.25	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	28.25	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	258.25	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#11	258.25	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	337.75	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	457.75	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	197.50	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	15.00	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
6925	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	15.00	
6926	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	813.35	
6927	CURTIS, DEVI A	MEDICARE PART B JAN-MAR 2023	1,285.80	
6928	CURTIS, MITCHELL A	MEDICARE PART B JAN-MAR 2023	1,285.80	
6929	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL-10272 CEDAR	129.95	
6929	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL-18451 VINEYARD	129.95	
6930	ENGINEERING RESOURCES INC	CMIS Santa Ana Transmission Main Phase II		3,610.00
6930	ENGINEERING RESOURCES INC	CMIS Santa Ana Transmission Main Phase II		19,640.00
6931	FASTENAL COMPANY	MAINTENANCE SUPPLIES	235.57	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6931	FASTENAL COMPANY	SHOP SUPPLIES	206.80	
6932	GARCIA, ANGELA	ACWA LEGISLATIVE SYMPOSIUM	466.37	
6933	INFOSEND INC	Postage/Printing for Customer Bills	3,977.11	
6933	INFOSEND INC	Postage/Printing for Customer Bills	12,840.18	
6934	LONGEVITY INC	PREVENTIVE SCREENING PACKAGES	6,500.00	
6935	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	19.25	
6935	MCMASTER-CARR SUPPLY COMPANY	SHOP SUPPLIES	880.90	
6936	POUND, ROGER A	MEDICARE PART B JAN-MAR 2023	494.70	
6937	POUND,PHYLLIS A	MEDICARE PART B JAN-MAR 2023	494.70	
6938	RAMIREZ, YOLANDA	CUT OUT PLATE LAMP-BILLS RETIREMENT	50.00	
6939	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 3/28/23	225.00	
6940	SALLENDER, PAULETTE	MEDICARE PART B JAN-MAR 2023	494.70	
6941	TOM DODSON & ASSOCIATES	24in Transmis Main on Pepper Ave & I-10Fwy		300.00
6941	TOM DODSON & ASSOCIATES	Reservoir Zone 8-3 Modifications		367.50
6942	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.93	
6942	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	7.86	
6942	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.61	
6942	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	8.46	
6942	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.49	
6942	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
6942	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	7.70	
6942	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	9.75	
6942	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	6.86	
6942	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.95	
6942	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.93	
6942	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	9.75	
6942	UNIFIRST CORPORATION	UNIFORMS-FBR	6.71	
6942	UNIFIRST CORPORATION	UNIFORMS-FBR	6.82	
6942	UNIFIRST CORPORATION	UNIFORMS-FBR	7.04	
6942	UNIFIRST CORPORATION	UNIFORMS-FBR	9.75	
6942	UNIFIRST CORPORATION	JANITORIAL SERVICES	157.42	
6942	UNIFIRST CORPORATION	UNIFORMS-ROEMER	9.75	
6942	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.05	
6942	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.55	
6942	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.94	
6942	UNIFIRST CORPORATION	UNIFORMS-ROEMER	7.04	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.49	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.30	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	9.75	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	12.56	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.94	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.98	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.02	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.95	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.47	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.84	
6942	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.59	
6942	UNIFIRST CORPORATION	UNIFORMS-METERS	6.59	
6942	UNIFIRST CORPORATION	UNIFORMS-METERS	7.32	
6942	UNIFIRST CORPORATION	UNIFORMS-METERS	9.75	
6942	UNIFIRST CORPORATION	UNIFORMS-METERS	6.96	
6942	UNIFIRST CORPORATION	UNIFORMS-METERS	6.94	
6942	UNIFIRST CORPORATION	UNIFORMS-METERS	6.56	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6942	UNIFIRST CORPORATION	JANITORIAL SERVICES	246.46	
6942	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	9.75	
6942	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	6.05	
6942	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	5.87	
6942	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	8.38	
6942	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	9.75	
6942	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	6.72	
6942	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	6.61	
6944	CASEY, MATTHEW P	MEDICARE PART B REIMB JAN-MAR 2023	692.40	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	22.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	13.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	37.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.00	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	211.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	211.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	167.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	249.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	167.50	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	113.25	
6945	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	80.00	
6946	GETZ, BETTY	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6947	JENKINS, DANIEL	DUE TO WVWD-DRY CLEANINIG	(57.00)	
6947	JENKINS, DANIEL	ACWA LEGISLATIVE SYMPOSIUM SACRAMENTO	57.13	
6947	JENKINS, DANIEL	ACWA CONFERENCE	101.50	
6947	JENKINS, DANIEL	ACWA CONFERENCE	123.50	
6948	LIEBERT CASSIDY WHITMORE	LEGAL FEES	3,767.00	
6948	LIEBERT CASSIDY WHITMORE	LEGAL FEES	4,066.00	
6949	MERLIN JOHNSON CONST INC.	RETENTION PMT		5,934.43
6950	MURPHY, RONALD	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
6951	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
6951	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.49	
6951	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.61	
6951	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	7.86	
6951	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	8.46	
6951	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	9.75	
6951	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	6.93	
6951	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	7.70	
6951	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.93	
6951	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	5.95	
6951	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	6.86	
6951	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	9.75	
6951	UNIFIRST CORPORATION	UNIFORMS-FBR	6.71	
6951	UNIFIRST CORPORATION	UNIFORMS-FBR	7.04	
6951	UNIFIRST CORPORATION	UNIFORMS-FBR	6.82	
6951	UNIFIRST CORPORATION	UNIFORMS-FBR	9.75	
6951	UNIFIRST CORPORATION	JANITORIAL SERVICES	157.42	
6951	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.94	
6951	UNIFIRST CORPORATION	UNIFORMS-ROEMER	7.04	
6951	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.55	
6951	UNIFIRST CORPORATION	UNIFORMS-ROEMER	6.05	
6951	UNIFIRST CORPORATION	UNIFORMS-ROEMER	9.75	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.95	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.59	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.47	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.49	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	64.78	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.84	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.02	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	9.75	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.30	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.98	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.94	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.47	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.59	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	12.56	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	9.75	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.30	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.84	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.95	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.94	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.02	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.49	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.98	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.49	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.47	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.95	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.02	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.98	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.94	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.84	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.04	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.30	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	12.56	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.59	
6951	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	9.75	
6951	UNIFIRST CORPORATION	UNIFORMS-METERS	6.56	
6951	UNIFIRST CORPORATION	UNIFORMS-METERS	6.96	
6951	UNIFIRST CORPORATION	UNIFORMS-METERS	6.94	
6951	UNIFIRST CORPORATION	UNIFORMS-METERS	9.75	
6951	UNIFIRST CORPORATION	UNIFORMS-METERS	6.59	
6951	UNIFIRST CORPORATION	UNIFORMS-METERS	7.32	
6951	UNIFIRST CORPORATION	JANITORIAL SERVICES	246.46	
6951	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	6.05	
6951	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	9.75	
6951	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	5.87	
6951	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	6.61	
6951	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	6.72	
6951	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	8.38	
6951	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	9.75	
83886	Montero, Matthew	CUSTOMER REFUND	976.00	
83887	Guerra Gutierrez, Teresa	CUSTOMER REFUND	69.18	
83888	ORTEGA, BLANCA	CUSTOMER REFUND	726.57	

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83889	JOYA, ILDEFONSA	CUSTOMER REFUND	41.47	
83890	CARRION, RICHARD	CUSTOMER REFUND	212.25	
83891	HINOJOSA, CLARISSA	CUSTOMER REFUND	77.21	
83892	DALLIN LLC	CUSTOMER REFUND	46.13	
83893	REALTY, GOLDEN RULE	CUSTOMER REFUND	63.82	
83894	LENNAR HOMES	CUSTOMER REFUND	0.72	
83895	HERNANDEZ, DANIEL	CUSTOMER REFUND	8.19	
83896	BELLING, THERESA	CUSTOMER REFUND	64.55	
83897	RENAISSANCE COMMERCE CENTER LLC	CUSTOMER REFUND	280.61	
83898	HERRICK, DINAH R.	CUSTOMER REFUND	743.13	
83899	D.R. HORTON	CUSTOMER REFUND	132.86	
83900	BALLESTEROS, MILES	CUSTOMER REFUND	20.12	
83901	JIMENEZ, EFRAIN	CUSTOMER REFUND	55.54	
83902	ALVARADO, MARIANO	MILEAGE REIMBURSEMENT-2023 LCW	158.51	
83903	AMAZON.COM SALES INC	WATER QLTY SUPPLIES	52.74	
83903	AMAZON.COM SALES INC	ROEMER SUPPLIES	209.26	
83903	AMAZON.COM SALES INC	OFFICE SUPPLIES	29.56	
83903	AMAZON.COM SALES INC	DISTRICT MAINTENANCE	424.72	
83903	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	849.70	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	80.76	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	14.78	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	17.88	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	25.57	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	52.51	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	312.46	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	85.11	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	2,280.69	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	747.63	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	197.83	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	128.49	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	56.99	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	70.03	
83903	AMAZON.COM SALES INC	Computer Supplies March 2023	430.99	
83903	AMAZON.COM SALES INC	COMPUTER SUPPLIES	98.55	
83903	AMAZON.COM SALES INC	COMPUTER SUPPLIES-CREDIT	(448.70)	
83904	AQUATIC INFORMATICS INC	SOFTWARE MAINTENANCE	11,452.92	
83905	AT&T	ROEMER FIRE SVC	1,092.12	
83906	AT&T LONG DISTANCE	LONG DISTANCE-ROEMER	5.89	
83907	BLUE - WHITE INDUSTRIES LTD	PRODUCTION SUPPLIES	466.00	
83908	BURRTEC WASTE INDUSTRIES INC	ROEMER DISPOSAL FEE	262.86	
83908	BURRTEC WASTE INDUSTRIES INC	HQ DISPOSAL FEES	911.94	
83909	CHARTER COMMUNICATIONS	INTERNET/TELEPHONE	934.30	
83909	CHARTER COMMUNICATIONS	CABLE/INTERNET	239.94	
83909	CHARTER COMMUNICATIONS	INTERNET/TELEPHONE	1,149.00	
83909	CHARTER COMMUNICATIONS	CABLE/INTERNET	160.38	
83910	CINTAS CORPORATION	JANITORIAL SERVICES	183.67	
83910	CINTAS CORPORATION	JANITORIAL SERVICES	183.67	
83910	CINTAS CORPORATION	JANITORIAL SERVICES	183.67	
83910	CINTAS CORPORATION	JANITORIAL SERVICES	143.92	
83911	CITY ELECTRIC SUPPLY	ROEMER SUPPLIES-TAX ONLY	9.80	
83912	CORE & MAIN LP	Clamps for Inv 03/24/23	462.11	
83912	CORE & MAIN LP	Clamps for Inv 03/24/23	167.84	
83913	DLT SOLUTIONS LLC	DLT autocad renwal 2023	550.00	
83913	DLT SOLUTIONS LLC	DLT autocad renwal 2023	1,234.80	
83914	DWAYNE THOMPSON	TURF REBATE	563.00	

WEST VALLEY WATER DISTRICT

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83915	E & M ELECTRIC AND MACHINERY INC.	SCADA user interface annual factory support		21,895.00
83916	EDWARD J CARRILLO	TURF REBATE	2,087.00	
83917	FEDEX	SHIPPING FEES-PRODUCTION	67.77	
83918	FRANCHISE TAX BOARD	GARNISHMENT	110.00	
83918	FRANCHISE TAX BOARD	GARNISHMENT	796.66	
83919	GRAINGER INC	PRODUCTION SUPPLIES	79.78	
83919	GRAINGER INC	PRODUCTION SUPPLIES	177.80	
83919	GRAINGER INC	ROEMER SUPPLIES	297.56	
83919	GRAINGER INC	ROEMER SUPPLIES	136.50	
83919	GRAINGER INC	MAINTENANCE SUPPLIES	181.50	
83919	GRAINGER INC	MAINTENANCE SUPPLIES	181.50	
83920	HOME DEPOT	MAINTENANCE SUPPLIES	353.02	
83920	HOME DEPOT	DISTRICT MAINTENANCE	14.47	
83921	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	352.00	
83921	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	352.00	
83922	INLAND EMPIRE COMMUNITY NEWSPAPERS	OUTREACH PROGRAM-EARTH DAY AD	580.00	
83923	INLAND EMPIRE UTILITIES AGENCY	FEES	1,236.64	
83924	JEWISH VOCATIONAL AND CAREER COUNSELING	UTILITIES INTERNSHIP REIMBURSEMENT	1,287.82	
83925	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	26.92	
83925	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	240.16	
83925	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	108.72	
83925	JOHNSON'S HARDWARE INC	MAINTENANCE SHOP SUPPLIES	22.15	
83925	JOHNSON'S HARDWARE INC	PARTS FOR SEMI TROPIC FLAME	54.81	
83926	LEGAL SHIELD	LEGALSHIELD	214.29	
83926	LEGAL SHIELD	LEGALSHIELD	214.26	
83927	LOWES	MAINTENANCE SUPPLIES	253.75	
83928	MAQPOWER COMPRESSORS CORP	Major PM service on air compressors	4,872.69	
83928	MAQPOWER COMPRESSORS CORP	Air compressor maintenance	547.49	
83929	MARITZA E ALVAREZ	TURF REBATE	1,276.00	
83930	NED'S OIL SALES INC	PRODUCTION SUPPLIES	18.49	
83931	PG MECHANICAL	UNIT#137 MAINTENANCE	280.00	
83931	PG MECHANICAL	UNIT#104 MAINTENANCE	412.50	
83931	PG MECHANICAL	UNIT 105 MAINTENANCE	250.50	
83932	RIALTO PRINT COMPANY	SHOP SUPPLIES	711.15	
83933	RIALTO WATER SERVICES	FBR SEWER SERVICE	1,550.06	
83933	RIALTO WATER SERVICES	HQ WATER SERVICE	120.58	
83934	ROBERT W KASCH	PRODUCTION SUPPLIES	377.13	
83935	SB COUNTY FIRE PROTECTION DISTRICT	SAFETY SUPPLIES HR	273.52	
83936	SC COMMERCIAL LLC	Gasoline for Fleet	14,927.77	
83937	SO CALIFORNIA EDISON	ROEMER ELECTRICITY	42,299.33	
83938	SOURCE GRAPHICS	ENGINEERING SUPPLIES	582.75	
83939	STATE WATER RESOURCES CONTROL BOARD	D5 CERTIFICATION-JOANNE W CHAN	105.00	
83940	STETSON ENGINEERS INC	Rialto Basin Groundwater Mngmt Plan	7,152.31	
83940	STETSON ENGINEERS INC	Rialto Basin Groundwater Mngmt Plan	7,152.31	
83940	STETSON ENGINEERS INC	Rialto Basin Groundwater Mngmt Plan	7,152.31	
83940	STETSON ENGINEERS INC	Rialto Basin Groundwater Mngmt Plan	7,152.32	
83941	THE PUN GROUP LLP	Financial Audit Consultant Services	27,500.00	
83942	THE STANDARD	LIFE INSURANCE	(65.88)	
83942	THE STANDARD	AD&D	301.16	
83942	THE STANDARD	DEPENDENT LIFE	91.02	
83942	THE STANDARD	LIFE INSURANCE	2,240.08	
83942	THE STANDARD	LIFE INSURANCE	57.36	
83942	THE STANDARD	LONG TERM DISABILITY	2,066.03	
83942	THE STANDARD	AD&D	31.50	
83942	THE STANDARD	DEPENDENT LIFE	6.15	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
83942	THE STANDARD	LIFE INSURANCE	232.50	
83942	THE STANDARD	LONG TERM DISABILITY	22.73	
83942	THE STANDARD	AD&D	8.83	
83942	THE STANDARD	DEPENDENT LIFE	2.46	
83942	THE STANDARD	LIFE INSURANCE	27.13	
83942	THE STANDARD	LONG TERM DISABILITY	60.89	
83942	THE STANDARD	EE Adjustment and Pending	(76.81)	
83942	THE STANDARD	EMPLOYEE AFTER-TAX	559.09	
83942	THE STANDARD	EMPLOYEE AFTER-TAX	630.99	
83942	THE STANDARD	EE Adjustments PR #7	53.98	
83943	THERMO ELECTRON NORTH AMERICA LLC	Dionex consumables	6,854.41	
83944	TROJAN TECHNOLOGIES INC.	UV lamp replacements for all UV units.	7,820.05	
83945	TYLER TECHNOLOGIES INC	Meter Data Sync with Scheduler - AMI	250.00	
83945	TYLER TECHNOLOGIES INC	Meter Data Sync with Scheduler - AMI	72.50	
83945	TYLER TECHNOLOGIES INC	UTILITY BILLING NOTIFICATION CALLS	479.00	
83945	TYLER TECHNOLOGIES INC	Meter Data Sync with Scheduler - AMI	130.78	
83945	TYLER TECHNOLOGIES INC	Meter-Reader Interface Incode-Sensus Analytics	43.59	
83945	TYLER TECHNOLOGIES INC	INCODE CREDIT	(62.50)	
83946	ULINE	ADA SIGNS	483.15	
83946	ULINE	SAFETY SUPPLIES HR	105.17	
83947	USA BLUEBOOK	WATER QLTY SUPPLIES	721.14	
83947	USA BLUEBOOK	Table top PH analyzer	2,121.40	
83948	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	4,915.75	
83948	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	108.80	
83948	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	1,458.93	
83949	WESTECH ENGINEERING INC	Anthracite for Filter # 3	5,209.15	
83950	WILLIAMS-HARMON, JANET	AWWA SEMINAR MILEAGE REIMB	18.47	
83951	YO FIRE	WATER QUALITY SUPPLIES	581.85	
83951	YO FIRE	SHOP SUPPLIES	465.48	
83952	DAVID T QUARSHIE	Printing of Tote Bags	1,258.95	
83953	ACWA	2023 ACWA SPRING CONF-KELVIN MOORE	690.00	
83953	ACWA	2023 ACWA SPRING CONF-CHANNING HAWKINS	690.00	
83953	ACWA	2023 ACWA SPRING CONF-GREGORY YOUNG	690.00	
83954	AMAZON.COM SALES INC	SHOP SUPPLIES	370.53	
83954	AMAZON.COM SALES INC	DIST REP/MAINT	107.33	
83955	ASBCSD	MEETING 3/20/23 CENTRO BASCO CHINO-	36.00	
83955	ASBCSD	MEETING 3/20/23 CENTRO BASCO CHINO-	36.00	
83955	ASBCSD	MEETING-GARCIA & JENKINS	33.00	
83955	ASBCSD	MEETING-GARCIA & JENKINS	33.00	
83956	CITY OF RIALTO	ENCROACHMENT PERMIT	969.50	
83956	CITY OF RIALTO	ENCROACHMENT PERMIT	969.50	
83956	CITY OF RIALTO	ENCROACHMENT PERMIT	969.50	
83956	CITY OF RIALTO	ENCROACHMENT PERMIT	969.50	
83957	CITY OF RIALTO	UTILITY USER TAX-MARCH 2023	49,319.13	
83957	CITY OF RIALTO	UTILITY USER TAX-MARCH 2023	(179.81)	
83958	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	13,856.87	
83959	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	1,467.94	
83959	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	784.03	
83959	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	57.59	
83959	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	88.97	
83959	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	1,483.71	
83959	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	681.65	
83959	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjustments	73.69	
83960	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	478.29	
83961	CONTROL TEMP INC	DISTRICT MAINTENANCE	925.77	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
83962	ERICK STEVEN KRUGGEL	TURF REBATE	734.00	
83963	EVOQUA WATER TECHNOLOGIES LLC	GAC Filter's	5,529.62	
83963	EVOQUA WATER TECHNOLOGIES LLC	GAC Filter's	1,280.00	
83964	FAST SERVICE	CUSTOMER SERVICES-MARCH 2023	243.00	
83965	FEDEX	MAILING FEES-FBR	22.89	
83966	FERGUSON ENTERPRISES INC # 677	Plug Vales for Roemer	4,040.63	
83967	GEYSER	FBR SUPPLIES	392.63	
83968	GIBBS, CHRIS	DISTRICT REP/MAINT	22.26	
83969	GRAINGER INC	FBR SUPPLIES	336.43	
83969	GRAINGER INC	FBR SUPPLIES	119.91	
83969	GRAINGER INC	FBR SUPPLIES	933.93	
83969	GRAINGER INC	ROEMER SUPPLIES	34.61	
83969	GRAINGER INC	ROEMER SUPPLIES	277.13	
83970	GRANICUS LLC	IQM2-AGENDA & MINUTES	13,867.20	
83971	HOME DEPOT	MAINTENANCE SUPPLIES	107.72	
83971	HOME DEPOT	MAINTENANCE SUPPLIES	468.50	
83971	HOME DEPOT	DISTRICT MAINTENANCE SUPPLIES	299.45	
83971	HOME DEPOT	DISTRICT MAINTENANCE SUPPLIES	437.41	
83971	HOME DEPOT	DISTRICT MAINTENANCE SUPPLIES	147.89	
83972	INDUSTRIAL METAL SUPPLY CO	MAINTENANCE SUPPLIES	166.15	
83973	JCL TRAFFIC SERVICES	MAINTENANCE SUPPLIES	989.15	
83973	JCL TRAFFIC SERVICES	MAINTENANCE SUPPLIES	990.44	
83973	JCL TRAFFIC SERVICES	MAINTENANCE SUPPLIES	936.56	
83974	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	42.82	
83974	JOHNSON'S HARDWARE INC	DIST REPAIR/MAINTENANCE	3.22	
83975	MAQPOWER COMPRESSORS CORP	Major service for 2 air compressors at Roemer	4,869.32	
83976	MCCALLS METERS INC	Meter Testing	1,225.00	
83976	MCCALLS METERS INC	Replacement Meter	3,877.93	
83977	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Patching and Repairs	6,813.20	
83977	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Patching and Repairs	7,134.40	
83977	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Patching and Repairs	5,488.40	
83978	MONTELONGO, ERNEST	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
83979	MONTELONGO, TERESA E	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
83980	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	51.14	
83980	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	67.85	
83980	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	32.70	
83981	PACK N MAIL	CUSTOMER SERVICES-MARCH 2023	168.00	
83982	RAMIREZ, ROBERTO	EAL REIMBURSEMENT	4,590.00	
83983	ROBERT W KASCH	MAINTENANCE SUPPLIES	301.70	
83983	ROBERT W KASCH	MAINTENANCE SUPPLIES	161.63	
83984	SCOTT EQUIPMENT INC.	EQUIPMENT MAINTENANCE	704.08	
83985	SHAW HR CONSULTING, INC.	HR SERVICES	20.00	
83985	SHAW HR CONSULTING, INC.	HR SERVICES	50.00	
83985	SHAW HR CONSULTING, INC.	HR SERVICES	100.00	
83986	SIKORSKI, PATRICIA	MEDICARE PART B REIMB JAN-MAR 2023	494.70	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	4,622.40	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	31,415.66	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	63,816.53	
83987	SO CALIFORNIA EDISON	S END SHOP	97.59	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	5,194.14	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	19,771.93	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	2,296.92	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	421.94	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	205.79	
83987	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	3,337.97	

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83988	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	2,352.00	
83988	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	2,352.00	
83988	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	2,352.00	
83988	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	2,352.00	
83989	THE GAS COMPANY	ROEMER GAS CO	115.75	
83990	TROJAN TECHNOLOGIES INC.	ROEMER SUPPLIES	156.16	
83991	ULINE	MAINTENANCE SUPPLIES	430.35	
83992	UNDERGROUND SERVICE ALERT	USA FEES	169.42	
83992	UNDERGROUND SERVICE ALERT	USA FEES	524.50	
83993	USA BLUEBOOK	Leak Detection Equipment	6,817.33	
83994	VERIZON CONNECT NWF INC	CONTRACTS/LICENSES	679.98	
83995	PENA, NITZA	CUSTOMER REFUND	39.91	
83996	SO AND SO CAPITAL LLC	CUSTOMER REFUND	50.91	
83997	TRUST, OPENDOOR PROPERTY I	CUSTOMER REFUND	28.98	
83998	GARCIA, MARGARET W	CUSTOMER REFUND	414.21	
83999	AIRGAS USA LLC	PRODUCTION SUPPLIES	53.18	
83999	AIRGAS USA LLC	PRODUCTION SUPPLIES	56.93	
83999	AIRGAS USA LLC	MAINTENANCE SUPPLIES	101.21	
83999	AIRGAS USA LLC	MAINTENANCE SUPPLIES	369.73	
84000	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	524.60	
84000	AMAZON.COM SALES INC	FBR SUPPLIES	38.76	
84000	AMAZON.COM SALES INC	FBR SUPPLIES	646.00	
84000	AMAZON.COM SALES INC	FBR SUPPLIES	646.00	
84000	AMAZON.COM SALES INC	ROEMER SUPPLIES	134.68	
84000	AMAZON.COM SALES INC	SHOP SUPPLIES	56.00	
84000	AMAZON.COM SALES INC	SHOP SUPPLIES	689.10	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	64.64	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	118.07	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	65.55	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	876.91	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	(42.02)	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	862.04	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	126.53	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	51.70	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	(43.09)	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	14.83	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	(14.83)	
84000	AMAZON.COM SALES INC	OFFICE SUPPLIES	60.16	
84000	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	42.01	
84001	AT&T	TELEMETRY LINE	63.82	
84002	AT&T INTERNET	INTERNET SERVICES	101.65	
84003	BABCOCK LABORATORIES, INC.	LAB FEES-PERCHLORATE	250.00	
84003	BABCOCK LABORATORIES, INC.	LAB FEES-PERCHLORATE	500.00	
84003	BABCOCK LABORATORIES, INC.	LAB FEES WELL 11	500.00	
84003	BABCOCK LABORATORIES, INC.	LAB FEES-WELL#6	500.00	
84004	BLOUNT, MELISSA	SAFETY BOOTS	146.55	
84005	CHINO BASIN WATERMASTER	APPROPRIATIVE POOL SPECIAL ASSESSMENT	587.50	
84006	CINTAS CORPORATION	JANITORIAL SERVICES	143.92	
84006	CINTAS CORPORATION	JANITORIAL SERVICES	183.67	
84006	CINTAS CORPORATION	JANITORIAL SERVICES	183.67	
84006	CINTAS CORPORATION	JANITORIAL SERVICES	183.67	
84007	CITY OF SAN BERNARDINO	BLF WATER	46.13	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	115.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	175.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	180.00	

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84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	2,400.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	200.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	315.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	325.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	380.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	40.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	1,916.52	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	33.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	30.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	540.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	1,350.00	
84008	CLASS'E PARTY RENTALS	Party rentals - Earth Day	1,120.00	
84009	CORE & MAIN LP	Large Meter Order 11/01/22	12,386.14	
84010	DAVID A PAYNE	SHOP SUPPLIES	829.10	
84011	FEDEX	PRODUCTION SUPPLIES	42.99	
84011	FEDEX	ROEMER MAILING FEES	294.62	
84012	FISH WINDOW CLEANING	JANITORIAL SERVICES-WINDOWS	275.00	
84013	GEOSCIENCE SUPPORT SVCS INC	Bunker Hill Well Sitting Phase II		13,019.00
84014	HOME DEPOT	DISTRICT MAINTENANCE	161.54	
84014	HOME DEPOT	DISTRICT MAINTENANCE	107.98	
84015	INLAND WATER WORKS SUPPLY CO	1" Air vac 04/10/23	925.41	
84015	INLAND WATER WORKS SUPPLY CO	2" Apco Air Vac 04/11/23 C	724.81	
84015	INLAND WATER WORKS SUPPLY CO	2" Apco Airvac 04/11/23 B	724.81	
84015	INLAND WATER WORKS SUPPLY CO	2" Apco Air Vac 04/11/23 A	724.81	
84015	INLAND WATER WORKS SUPPLY CO	6" Repair Clamp 04/11/23	451.31	
84016	ISABEL L WASSINK	EARTH DAY BALLOONS	770.41	
84017	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	128.21	
84017	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	43.07	
84018	JUMP N JUMP	EARTH DAY-DUNK TANK	269.38	
84019	KAREN GIBSON	TURF REPLACEMENT	1,112.00	
84020	LOWES	FBR SUPPLIES	213.35	
84021	NED'S OIL SALES INC	PRODUCTION SUPPLIES	22.48	
84021	NED'S OIL SALES INC	PRODUCTION SUPPLIES	10.75	
84021	NED'S OIL SALES INC	FBR SUPPLIES	24.76	
84022	OLDCASTLE INFRASTRUCTURE INC	Meter Box Order 04/05/23	22,254.15	
84023	OLIVAREZ, GILBERT	AWWA SPRING CONFERENCE SD	505.00	
84024	ORANGE COAST PETROLEUM EQUIPMENT INC	Gasoline Pump Repair	75.00	
84024	ORANGE COAST PETROLEUM EQUIPMENT INC	Gasoline Pump Repair	68.96	
84024	ORANGE COAST PETROLEUM EQUIPMENT INC	Gasoline Pump Repair	48.36	
84024	ORANGE COAST PETROLEUM EQUIPMENT INC	Gasoline Pump Repair	145.46	
84024	ORANGE COAST PETROLEUM EQUIPMENT INC	Gasoline Pump Repair	183.18	
84024	ORANGE COAST PETROLEUM EQUIPMENT INC	Gasoline Pump Repair	777.95	
84024	ORANGE COAST PETROLEUM EQUIPMENT INC	Gasoline Pump Repair	860.00	
84024	ORANGE COAST PETROLEUM EQUIPMENT INC	GAS PUMP REPAIR	285.00	
84025	PR PRINTING	RECEIPT BOOKS	511.60	
84026	RIALTO WATER SERVICES	WELL #16 WATER	30.42	
84027	ROYAL INDUSTRIAL SOLUTIONS	ROEMER SUPPLIES	213.65	
84028	SC FONTANA DEVELOPMENT COMPANY LLC	DEPOSIT REFUNDS-CONT/METER/VALVE		35,700.00
84028	SC FONTANA DEVELOPMENT COMPANY LLC	DEPOSIT REFUNDS-CONT/METER/VALVE		8,520.00
84028	SC FONTANA DEVELOPMENT COMPANY LLC	DEPOSIT REFUNDS-CONT/METER/VALVE		69,095.45
84029	SO CALIFORNIA EDISON	ELECTRICITY-WELL#17/19920 COUNTRY CLUB	3,823.44	
84029	SO CALIFORNIA EDISON	ELECTRICITY-WELL#17/19920 COUNTRY CLUB	441.96	
84029	SO CALIFORNIA EDISON	ELECTRICITY WELL #6	22,926.73	
84029	SO CALIFORNIA EDISON	ELECTRICITY WELL# 11X	15.18	
84030	SOLINST CANADA LTD	PRODUCTION SUPPLIES	657.17	

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84031	SUPER BIRTHDAY INC	Kona Ice Truck _ Earth Day	2,500.00	
84032	TESCO CONTROLS INC	Afterbay NTU/meter diagnostics	1,750.00	
84033	THE GAS COMPANY	HQ GAS BILL	356.43	
84034	THE HILLTOP COLLECTION	DEPOSIT FOR HOLIDAY SEMINAR VENUE-12/02/23	4,400.00	
84035	THERMO ELECTRON NORTH AMERICA LLC	DIONEX EGC III KOH Cartridge	3,578.11	
84036	TROJAN TECHNOLOGIES INC.	PM Contract for Trojan UV Swift system	3,500.00	
84036	TROJAN TECHNOLOGIES INC.	PM contract for UV disinfection system	5,893.00	
84037	YO FIRE	6" Ring Gaskets 04/17/23	646.50	
84037	YO FIRE	SHOP SUPPLIES	827.52	
84040	SANCHEZ, YONG YU & CAIN	CUSTOMER REFUND	82.63	
84041	OPENDOOR PROPERTY TRUST I	CUSTOMER REFUND	42.76	
84042	LLC, KFT INVESTMENT,	CUSTOMER REFUND	49.80	
84043	LLC, KFT INVESTMENT,	CUSTOMER REFUND	76.98	
84044	LLC, KFT INVESTMENT,	CUSTOMER REFUND	59.53	
84045	LLC, KFT INVESTMENT,	CUSTOMER REFUND	107.68	
84046	LENNAR HOMES	CUSTOMER REFUND	11.50	
84047	CONTOIS, JEFFREY	CUSTOMER REFUND	75.93	
84048	RAMIREZ, SUSANA	CUSTOMER REFUND	17.16	
84049	HAITBRINK ASPHALT	CUSTOMER REFUND	2,681.99	
84050	FITNESS 19	2 FITNESS CLASSES FOR DISTRICT STAFF	200.00	
84051	THIESS, APRIL/ANTHONY	CUSTOMER REFUND	24.59	
84052	SANCHEZ, JOSE JAVIER CARRILLO	CUSTOMER REFUND	61.04	
84053	Parveen, Irene	CUSTOMER REFUND	88.61	
84054	TORRES, MARY	CUSTOMER REFUND	311.89	
84055	INC, OPENDOOR LABS	CUSTOMER REFUND	57.62	
84056	LENNAR HOMES	CUSTOMER REFUND	25.47	
84057	LENNAR HOMES	CUSTOMER REFUND	6.83	
84058	LENNAR HOMES	CUSTOMER REFUND	18.57	
84059	LENNAR HOMES	CUSTOMER REFUND	13.97	
84060	LENNAR HOMES	CUSTOMER REFUND	11.34	
84061	LENNAR HOMES	CUSTOMER REFUND	25.47	
84062	LENNAR HOMES	CUSTOMER REFUND	16.27	
84063	LENNAR HOMES	CUSTOMER REFUND	23.17	
84064	LENNAR HOMES	CUSTOMER REFUND	20.87	
84065	NASH, GAMILLE	CUSTOMER REFUND	46.26	
84066	DEFOE, ANGELA D.	CUSTOMER REFUND	23.31	
84067	MY MONTECITO III	CUSTOMER REFUND	10,832.14	
84068	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	325.00	
84069	AMAZON.COM SALES INC	BOARD SUPPLIES	148.96	
84070	CARPENTER ROTHANS & DUMONT LLP	LEGAL FEES	4,287.50	
84070	CARPENTER ROTHANS & DUMONT LLP	LEGAL FEES	1,347.50	
84070	CARPENTER ROTHANS & DUMONT LLP	LEGAL FEES	4,195.10	
84071	CHINO BASIN WATERMASTER	APPROPRIATIVE POOL SPECIAL ASSESSMENT	546.42	
84072	CINTAS CORPORATION	JANITORIAL SERVICES	183.67	
84073	CLAUDIA LARISSA MUNOZ	EARTH DAY FACE PAINTING	880.00	
84074	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	593.43	
84074	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	456.77	
84074	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	276.77	
84074	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	9.78	
84075	FONTANA CHAMBER OF COMMERCE	POLICE & FIRE EVENT SPONSORSHIP	2,000.00	
84076	FONTANA HERALD NEWS	ADVERTISEMENT-EARTH DAY	155.00	
84077	GARDA CL WEST INC	ARMORED TRANSPORT-MARCH 2023	333.37	
84077	GARDA CL WEST INC	ARMORED TRANSPORT-APRIL 2023	330.96	
84077	GARDA CL WEST INC	ARMORED TRANSPORT-MARCH 2023	51.02	
84078	HAAKER EQUIPMENT COMPANY	2023 New Hydro Excavating Vacuum Truck		412,148.06

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
84079	HOME DEPOT	MAINTENANCE SUPPLIES	238.86	
84079	HOME DEPOT	MAINTENANCE SUPPLIES	443.11	
84079	HOME DEPOT	METERS SUPPLIES	484.86	
84079	HOME DEPOT	DISTRICT MAINTENANCE	85.18	
84079	HOME DEPOT	DISTRICT MAINTENANCE	13.94	
84080	INLAND EMPIRE UTILITIES AGENCY	MARCH 2023 SERVICES	6,085.51	
84081	JOHNSON'S HARDWARE INC	EARTH DAY SUPPLIES	41.98	
84082	LAW OFFICES OF JULIA SYLVA - A LAW	LEGAL FEES	15,025.00	
84082	LAW OFFICES OF JULIA SYLVA - A LAW	LEGAL FEES	4,255.00	
84082	LAW OFFICES OF JULIA SYLVA - A LAW	LEGAL FEES	3,225.00	
84083	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	8,977.50	
84084	LENNAR HOMES	DEPOSITS REFUNDS-CONTINGENCY/METER/VALVE		33,200.00
84084	LENNAR HOMES	DEPOSITS REFUNDS-CONTINGENCY/METER/VALVE		3,480.00
84084	LENNAR HOMES	DEPOSITS REFUNDS-CONTINGENCY/METER/VALVE		44,532.25
84085	MARTIN, JOHN	T2 CERTIFICATION	60.00	
84086	OCCUPATIONAL HEALTH CENTERS OF	HR SERVICES	94.00	
84086	OCCUPATIONAL HEALTH CENTERS OF	HR SERVICES	505.00	
84087	OLGUIN, RUDY	D5 CERTIFICATION TRAINING	181.35	
84087	OLGUIN, RUDY	D5 CERTIFICATION	105.00	
84087	OLGUIN, RUDY	EARTH DAY PRIZES/CANDY	223.25	
84088	PALENCIA CONSULTING ENGINEERS	2023 Watershed Lytle Creek Sanitary Survey	5,600.00	
84089	QUADIENT FINANCE USA INC	POSTAGE METER RENTAL	680.05	
84089	QUADIENT FINANCE USA INC	POSTAGE	1,517.64	
84090	RIALTO WATER SERVICES	ROEMER SEWER SERVICE	67.17	
84091	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	20.00	
84091	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	20.00	
84092	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES WELL#54	455.00	
84093	SO CALIFORNIA EDISON	BLF ELECTRICITY	32.19	
84094	STATE WATER RESOURCES CONTROL BOARD	T4 CERTIFICATION-CARLOS SALCEDO	105.00	
84095	WILLIE W WILLIAMS	LEGAL FEES	5,510.00	
94038	FLOWERS, MARLENE	CUSTOMER REFUND	45.47	
94039	LLC, BLUSV I CA 2650 SOUTH WILLOW AVE	CUSTOMER REFUND	108.62	
DFT0002891	US BANK-CAL CARD (AL)	PUMP EQUIPMENT	3,667.17	
DFT0002891	US BANK-CAL CARD (AL)	GASOLINE-PUMP NOT WORKING	321.80	
DFT0002891	US BANK-CAL CARD (AL)	OFFICE SUPPLIES-COSTCO	115.96	
DFT0002891	US BANK-CAL CARD (AL)	OFFICE SUPPLIES-OFFICE MAX	454.96	
DFT0002891	US BANK-CAL CARD (AL)	DIST REP & MAINTENANCE	75.00	
DFT0002891	US BANK-CAL CARD (AL)	VEHICLE MAINTENANCE	373.60	
DFT0002891	US BANK-CAL CARD (AL)	INTERVIEW PANEL LUNCH	97.89	
DFT0002891	US BANK-CAL CARD (AL)	SUBSCRIPTIONS-NIGP/CAPPO	900.00	
DFT0002891	US BANK-CAL CARD (AL)	CAPPO CONFERENCE-AL ROBLES	929.49	
DFT0002892	US BANK-CAL CARD (HAYDEE)	OFFICE SUPPLIES	72.72	
DFT0002892	US BANK-CAL CARD (HAYDEE)	TRAINING-HR GROUP/IEPMA/ALUMNI/SCPMHR	320.00	
DFT0002892	US BANK-CAL CARD (HAYDEE)	HR MEMBERSHIPS-ACCESS/SCPMA/PAYPAL	220.00	
DFT0002893	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-ZOOM	531.78	
DFT0002893	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-GO DADDY	79.99	
DFT0002893	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-AMAZON WEB	1,269.25	
DFT0002893	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-LOGMEINPRO	349.99	
DFT0002893	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-CISCO DUO	300.00	
DFT0002894	US BANK-CAL CARD (SOCORRO)	ACWA REGISTRATION-SOCORRO	799.00	
DFT0002894	US BANK-CAL CARD (SOCORRO)	MEMBERSHIPS-CONSTANT/SO CAL NEWS/ADOBE	568.99	
DFT0002894	US BANK-CAL CARD (SOCORRO)	ACWA AIRFARE-SOCORRO	666.40	
DFT0002894	US BANK-CAL CARD (SOCORRO)	OUTREACH PROGRAM	225.00	
DFT0002895	US BANK-CAL CARD (VAN)	ACWA CONFERENCE-VAN JEW	799.00	
DFT0002895	US BANK-CAL CARD (VAN)	BOARD MEETING MEALS	301.30	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
April 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
DFT0002895	US BANK-CAL CARD (VAN)	VEHICLE MAINTENANCE-CAR WASH	44.99	
DFT0002896	US BANK-CAL CARD (YOLANDA)	OFFICE SUPPLIES	39.76	
DFT0002896	US BANK-CAL CARD (YOLANDA)	HR GROUP TRAINING-YOLANDA	40.00	
DFT0002896	US BANK-CAL CARD (YOLANDA)	IEPMA HR TRAINING-HAYDEE	30.00	
DFT0002896	US BANK-CAL CARD (YOLANDA)	WELLNESS PROGRAM	60.00	
DFT0002896	US BANK-CAL CARD (YOLANDA)	RECRUITMENT MEALS	46.16	
DFT0002904	US BANK-CAL CARD (ELVIA)	BOARD MEETING MEALS	878.97	
DFT0002904	US BANK-CAL CARD (ELVIA)	COMMITTEE MEETINGS MEALS	63.94	
DFT0002904	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-JENKINS	569.17	
DFT0002904	US BANK-CAL CARD (ELVIA)	ACWA AIRFAIRE-GREG YOUNG	796.95	
DFT0002904	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-CHANNING HAWKINS	539.90	
DFT0002904	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-KELVIN MOORE	888.88	
DFT0002904	US BANK-CAL CARD (ELVIA)	OFFICE SUPPLIES-OFFICE DEPOT/AMAZON	131.86	
DFT0002905	US BANK-CAL CARD (AL)	DISTRICT REPAIRS/MAINTENANCE	2,485.37	
DFT0002905	US BANK-CAL CARD (AL)	CWWA TRAINING-GILBERT OLIVAREZ	649.00	
DFT0002905	US BANK-CAL CARD (AL)	SCWUA TRAINING-JANET WILLIAMS HARMON	30.00	
DFT0002905	US BANK-CAL CARD (AL)	CROSS CONN SEMINAR LODGING-GILBERT	247.03	
DFT0002905	US BANK-CAL CARD (AL)	ROEMER SUPPLIES	160.29	
DFT0002905	US BANK-CAL CARD (AL)	MAINTENANCE EQUIPMENT	1,701.44	
DFT0002905	US BANK-CAL CARD (AL)	TYLER TRAINING-ALBERTO YULO	1,099.00	
DFT0002905	US BANK-CAL CARD (AL)	TYLER TRAINING-HEIDI HARPER	1,099.00	
DFT0002905	US BANK-CAL CARD (AL)	SHOP SUPPLIES	1,787.50	
DFT0002905	US BANK-CAL CARD (AL)	OFFICE SUPPLIES	863.66	
DFT0002905	US BANK-CAL CARD (AL)	VEHICLES REPAIRS/MAINT	452.07	
DFT0002905	US BANK-CAL CARD (AL)	ENG OPERATING SUPPLIES	463.28	
DFT0002905	US BANK-CAL CARD (AL)	MEMBERSHIPS/SUBSCRIPTIONS-PURCHASING	190.00	
DFT0002905	US BANK-CAL CARD (AL)	PRINTING/ENGRAVING AWARDS & GIFTS	2,990.60	
DFT0002905	US BANK-CAL CARD (AL)	OUTREACH PROGRAM SUPPLIES	642.94	
DFT0002906	US BANK-CAL CARD (ELVIA)	CSDA REGISTRATION-ELVIA DOMINGUEZ	675.00	
DFT0002906	US BANK-CAL CARD (ELVIA)	CSDA REGISTRATION-CHANNING HAWKINS	675.00	
DFT0002906	US BANK-CAL CARD (ELVIA)	BOARD MEETING MEALS	856.28	
DFT0002906	US BANK-CAL CARD (ELVIA)	CSDA LODGING ELVIA DOMINGUEZ	1,324.26	
DFT0002906	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-GREG YOUNG	153.45	
DFT0002906	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-CHANNING HAWKINS	441.96	
DFT0002906	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-DAN JENKINS	451.95	
DFT0002906	US BANK-CAL CARD (ELVIA)	OFFICE SUPPLIES-AMAZON	54.89	
DFT0002907	US BANK-CAL CARD (HAYDEE)	SHIPPING FEES	29.38	
DFT0002907	US BANK-CAL CARD (HAYDEE)	IPHONE MEMORY CHARGE	1.99	
DFT0002907	US BANK-CAL CARD (HAYDEE)	REGISTRATION FEES-HAYDEE SAINZ	20.00	
DFT0002907	US BANK-CAL CARD (HAYDEE)	HR MEMBERSHIPS	369.00	
DFT0002907	US BANK-CAL CARD (HAYDEE)	TRAV EXP-HAYDEE SAINZ	8.00	
DFT0002908	US BANK-CAL CARD (JON)	SRFAX SERVICE	196.80	
DFT0002908	US BANK-CAL CARD (JON)	CONTRACTS LICENSES-ZOOM	531.78	
DFT0002908	US BANK-CAL CARD (JON)	CONTRACTS LICENSES-GO DADDY	79.99	
DFT0002908	US BANK-CAL CARD (JON)	CONTRACTS LICENSES-AMAZON WEB	1,246.99	
DFT0002908	US BANK-CAL CARD (JON)	CONTRACTS LICENSES-CISCO DUO	300.00	
DFT0002909	US BANK-CAL CARD (SOCORRO)	FONTANA CHAMBER-ANGELA GARCIA	35.00	
DFT0002909	US BANK-CAL CARD (SOCORRO)	TRAINING-FONTANA CHAMBER	70.00	
DFT0002909	US BANK-CAL CARD (SOCORRO)	ACWA REGISTRATION SOCORRO	325.00	
DFT0002909	US BANK-CAL CARD (SOCORRO)	SUBSCRIPTIONS-SB SUN/CONSTANT/CAPIO/ADOBE	543.99	
DFT0002909	US BANK-CAL CARD (SOCORRO)	ACWA-MEALS SOCORRO	98.85	
DFT0002909	US BANK-CAL CARD (SOCORRO)	BLOOMINGTON RECREATION REGISTRATION-	50.00	
DFT0002909	US BANK-CAL CARD (SOCORRO)	CAMPAIGNS	7.00	
DFT0002909	US BANK-CAL CARD (SOCORRO)	OUTREACH-EARTH DAY	593.54	
DFT0002910	US BANK-CAL CARD (VAN)	DUE TO WVWD-DANIEL JENKINS	57.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 April 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
DFT0002910	US BANK-CAL CARD (VAN)	MEETING WITH SBVMWDJOANNE CHAN	23.21	
DFT0002910	US BANK-CAL CARD (VAN)	MEETING WITH SBVMWD	46.39	
DFT0002910	US BANK-CAL CARD (VAN)	ACWA MEALS-KELVIN MOORE	344.97	
DFT0002910	US BANK-CAL CARD (VAN)	MEETING WITH SBVMWD-VAN JEW	23.21	
DFT0002910	US BANK-CAL CARD (VAN)	ACWA-TRANSPORTATION	59.42	
DFT0002910	US BANK-CAL CARD (VAN)	ACWA MEALS VAN JEW	405.92	
DFT0002910	US BANK-CAL CARD (VAN)	ACWA MEALS IEUA	344.98	
DFT0002910	US BANK-CAL CARD (VAN)	ACWA MEALS-GREG YOUNG	390.51	
DFT0002910	US BANK-CAL CARD (VAN)	ACWA MEALS/LODGING-DAN JENKINS	1,726.54	
DFT0002910	US BANK-CAL CARD (VAN)	MEETING WITH SBVMWD-LINDA JADESKI	23.21	
DFT0002910	US BANK-CAL CARD (VAN)	ACWA MEALS-SOCORRO PANTALEON	390.51	
DFT0002911	US BANK-CAL CARD (YOLANDA)	OFFICE SUPPLIES	185.33	
DFT0002911	US BANK-CAL CARD (YOLANDA)	SAFETY LUNCHEON	83.92	
DFT0002911	US BANK-CAL CARD (YOLANDA)	RETIREMENT EXPENSES-BILL KRUEGER	825.00	
DFT0002911	US BANK-CAL CARD (YOLANDA)	WELLNESS PROGRAM	45.00	
SUBTOTALS \$			1,184,023.92	\$ 1,777,990.95
GRAND TOTAL				\$ 2,962,014.87

Exhibit B

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2022 - 2023**

Report Month	Description	From	To	Gross Wages Paid
July 2022	Monthly Pay Period #7	06/01/22	06/30/22	7,113.22
July 2022	Pay Period #14	06/24/22	07/08/22	322,603.34
July 2022	Pay Period #15	07/08/22	07/22/22	295,540.63
Total for July 2022				625,257.19
August 2022	Monthly Pay Period #8	07/01/22	07/31/22	7,113.22
August 2022	Pay Period #16	07/22/22	08/05/22	302,888.25
August 2022	Pay Period #17	08/05/22	08/19/22	291,827.03
Total for August 2022				601,828.50
September 2022	Monthly Pay Period #9	08/01/22	08/30/22	7,487.60
September 2022	Pay Period #18	08/19/22	09/02/22	295,994.15
September 2022	Pay Period #19	09/02/22	09/16/22	281,560.23
Total for September 2022				585,041.98
October 2022	Monthly Pay Period #10	09/01/22	09/30/22	8,236.36
October 2022	Pay Period #20	09/16/22	09/30/22	290,932.18
October 2022	Pay Period #21	09/30/22	10/14/22	283,102.95
Total for October 2022				582,271.49
November 2022	Monthly Pay Period #11	10/01/22	10/31/22	9,621.58
November 2022	Pay Period #22	10/14/22	10/28/22	274,535.56
November 2022	Manual Checks			
November 2022	Pay Period #23	10/28/22	11/11/22	359,504.87
Total for November 2022				643,662.01
December 2022	Monthly Pay Period #12	11/01/22	11/30/22	9,630.95
December 2022	Pay Period #24	11/11/22	11/25/22	297,401.31
December 2022	Pay Period #25	11/25/22	12/09/22	316,141.81
December 2022	Pay Period #26	12/09/22	12/23/22	292,536.16
Total for December 2022				915,710.23

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2022 - 2023**

Report Month	Description	From	To	Gross Wages Paid
January 2023	Pay Period #1	12/23/22	01/06/23	324,181.41
January 2023	Monthly Pay Period #1	12/01/22	12/31/22	7,075.80
January 2023	Manual Check (Settlement)			75,000.00
January 2023	Pay Period #2	01/06/23	01/20/23	313,404.24
Total for January 2023				<u>719,661.45</u>
February 2023	Monthly Pay Period #2	01/01/23	01/31/23	7,665.45
February 2023	Pay Period #3	01/20/23	02/03/23	323,462.81
February 2023	Pay Period #4	02/03/23	02/17/23	303,763.96
Total for February 2023				<u>634,892.22</u>
March 2023	Monthly Pay Period #3	02/01/23	02/28/23	9,827.50
March 2023	Pay Period #5	02/17/23	03/03/23	314,055.41
March 2023	Pay Period #6	03/03/23	03/17/23	343,837.94
Total for March 2023				<u>667,720.85</u>
April 2023	Monthly Pay Period #4	03/01/23	03/31/23	9,630.95
April 2023	Pay Period #7	03/17/23	03/31/23	301,225.32
April 2023	Pay Period #8	03/31/23	04/14/23	296,744.45
Total for April 2023				<u>607,600.72</u>

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
APRIL 2023**

Date	Item	Check No. or EFT	Amount
04/06/23	Monthly Pay Period #4	none	
04/06/23	Pay Period #7	8901	137.99
04/20/23	Pay Period #8	8902	137.99
	Total Checks		<u>275.98</u>
04/06/23	Monthly Pay Period #4 Direct Deposits	EFT	7,927.99
04/06/23	Federal Tax Withheld Social Security & Medicare	EFT	1,784.93
04/06/23	State Tax Withheld and State Disability Insurance	EFT	95.36
04/06/23	Pay Period #7 Direct Deposits	EFT	199,224.14
04/06/23	Federal Tax Withheld Social Security & Medicare	EFT	77,596.78
04/06/23	State Tax Withheld and State Disability Insurance	EFT	15,082.14
04/06/23	Lincoln Deferred Compensation Withheld	EFT	14,769.32
04/06/23	Lincoln - Employer Match Benefit	EFT	3,625.00
04/06/23	Nationwide Deferred Compensation Withheld	EFT	4,052.30
04/06/23	Nationwide - Employer Match Benefit	EFT	700.00
04/06/23	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	27,432.78
04/06/23	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	18,285.35
04/06/23	California State Disbursement	EFT	984.46
04/20/23	Pay Period #8 Direct Deposits	EFT	195,871.48
04/20/23	Federal Tax Withheld Social Security & Medicare	EFT	76,136.51
04/20/23	State Tax Withheld and State Disability Insurance	EFT	14,931.26
04/20/23	Lincoln Deferred Compensation Withheld	EFT	14,711.14
04/20/23	Lincoln - Employer Match Benefit	EFT	3,625.00
04/20/23	Nationwide Deferred Compensation Withheld	EFT	4,052.30
04/20/23	Nationwide - Employer Match Benefit	EFT	700.00
04/20/23	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	27,432.75
04/20/23	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	18,398.79
04/20/23	California State Disbursement	EFT	984.46
04/06/23	Sterling Administration (Pay Day 3/23/23)	EFT	639.59
04/20/23	Sterling Administration (Pay Day 4/06/23)	EFT	830.60
04/24/23	Sterling Administration COBRA Setup Fee 2023	EFT	1,200.00
04/25/23	PERS - Replacement Benefit Contribution, RBP	EFT	1,006.45
	Total EFT		<u>732,080.88</u>
	Grand Total Payroll Cash		<u>732,356.86</u>



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: PURCHASE ORDER REPORT - APRIL 2023

BACKGROUND:

The West Valley Water District (“District”) generated thirty-eight (38) Purchase Orders (“PO”) in the month of April 2023 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of April 2023 was **\$495,621.20**. A table listing all PO’s for April 2023 is shown in **Exhibit A**.

There were no Change Orders (“CO”) approved at the General Manager’s approval level during the month of April 2023.

FISCAL IMPACT:

There is no fiscal impact for producing the April 2023 Purchase Order Report.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the April 2023 Purchase Order Report.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

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ATTACHMENT(S):

1. Exhibit A - April 2023 Purchase Order Report

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD

Exhibit A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 04/01/2023 - 04/30/2023

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
23-0341	Clamps for Inv 03/24/23 01657 - CORE & MAIN LP	Completed West Valley Water District	4/3/2023 4/3/2023	0.00	584.64
23-0343	FC Clamps 04/05/23 00160 - FERGUSON ENTERPRISES INC # 677	Outstanding West Valley Water District	4/5/2023 4/5/2023	0.00	3,043.64
23-0344	Meter Box Order 04/05/23 00941 - OLDCASTLE INFRASTRUCTURE INC	Completed West Valley Water District	4/5/2023 4/5/2023	0.00	20,653.50
23-0345	New Office for Board Secretary 01420 - GERALD FABIO	Outstanding West Valley Water District	4/5/2023 4/19/2023	0.00	3,000.00
23-0346	Cisco Umbrella Security Subscription 2023 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	4/5/2023 4/19/2023	0.00	4,402.46
23-0347	1" Meter Order 04/06/23 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	4/6/2023 4/6/2023	0.00	22,906.00
23-0348	Weld Pipe Order 04/06/23 00748 - YO FIRE	Outstanding West Valley Water District	4/6/2023 4/6/2023	0.00	4,569.00
23-0349	EarthDay Ads - 3/30, 4/6, 4/13, 4/20 00880 - INLAND EMPIRE COMMUNITY NEWSPAPERS	Outstanding West Valley Water District	4/3/2023 4/17/2023	0.00	580.00
23-0350	1" Air vac 04/10/23 00029 - INLAND WATER WORKS SUPPLY CO	Completed West Valley Water District	4/10/2023 4/10/2023	0.00	850.95
23-0351	Metrotech Pipeline locator for service truck 202 01469 - WEST COAST TELCOM PRODUCTS	Received West Valley Water District	4/10/2023 4/24/2023	0.00	3,753.25
23-0352	Retrofit vault lid at 855 W Baseline 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	4/10/2023 4/24/2023	0.00	5,600.00
23-0353	Retrofit Vault Lid at 561 W Slover Ave 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	4/10/2023 4/24/2023	0.00	6,000.00
23-0354	Retrofit Vault Lid at 18870 Jurupa Ave 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	4/10/2023 4/24/2023	0.00	5,500.00
23-0355	EZ Street Asphalt mix-special blend 02582 - GRANITE CONSTRUCTION COMPANY	Outstanding West Valley Water District	4/10/2023 4/24/2023	0.00	1,508.50
23-0357	6" Repair Clamp 04/11/23 00029 - INLAND WATER WORKS SUPPLY CO	Completed West Valley Water District	4/11/2023 4/11/2023	0.00	415.00
23-0358	Printing of Tote Bags 02599 - DAVID T QUARSHIE	Partially Received West Valley Water District	4/11/2023 4/25/2023	0.00	2,098.25
23-0359	2" Apco Air Vac 04/11/23 C 00029 - INLAND WATER WORKS SUPPLY CO	Completed West Valley Water District	4/11/2023 4/11/2023	0.00	666.49
23-0360	2" Apco Airvac 04/11/23 B 00029 - INLAND WATER WORKS SUPPLY CO	Completed West Valley Water District	4/11/2023 4/11/2023	0.00	666.49

Purchase Order Summary Report

Issued Date Range 04/01/2023 - 04/30/2023

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
23-0361	2" Apco Air Vac 04/11/23 A 00029 - INLAND WATER WORKS SUPPLY CO	Completed West Valley Water District	4/11/2023 4/11/2023	0.00	666.49
23-0362	FortiVoice Cloud 02585 - AIRGAP LABS LLC	Outstanding West Valley Water District	4/11/2023 4/25/2023	0.00	49,276.00
23-0363	Booster Station 6-2 #3 14" Replacement Meter 00318 - MCCROMETER INC	Outstanding West Valley Water District	4/11/2023 4/25/2023	0.00	3,919.95
23-0364	Booster Station 3A #4 Replacement Meter 00318 - MCCROMETER INC	Outstanding West Valley Water District	4/10/2023 4/24/2023	0.00	4,381.12
23-0365	Well 18 Replacement Meter 00318 - MCCROMETER INC	Outstanding West Valley Water District	4/10/2023 4/24/2023	0.00	3,919.95
23-0366	New Door for bldg c 01635 - JUST DOORS	Outstanding West Valley Water District	4/12/2023 4/26/2023	0.00	1,861.11
23-0367	6" Ring Gaskets 04/17/23 00748 - YO FIRE	Completed West Valley Water District	4/17/2023 4/17/2023	0.00	600.00
23-0368	Stock Order 04/18/23 00055 - WESTERN WATER WORKS SUPPLY CO INC	Outstanding West Valley Water District	4/18/2023 4/18/2023	0.00	24,577.80
23-0369	Wrought Iron Fencing for Material Yard and Well 42 01745 - WESTBROOK FENCE INC	Outstanding West Valley Water District	4/18/2023 5/2/2023	0.00	158,473.00
23-0370	Rubrik R6404S Enterprise Appliance Backup System 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	4/18/2023 5/2/2023	0.00	106,357.02
23-0371	Tokay - Navigator to TokaySQL Upgrade 01088 - TOKAY SOFTWARE INC	Outstanding West Valley Water District	4/18/2023 5/2/2023	0.00	11,585.00
23-0372	Booster Station 7-1 #2 Replacement Meter 00318 - MCCROMETER INC	Outstanding West Valley Water District	4/18/2023 5/2/2023	0.00	3,687.21
23-0373	Police and Fire Event 01479 - FONTANA CHAMBER OF COMMERCE	Outstanding West Valley Water District	4/18/2023 5/2/2023	0.00	2,000.00
23-0374	Party rentals - Earth Day 01742 - CLASS'E PARTY RENTALS	Completed West Valley Water District	4/18/2023 5/2/2023	0.00	9,119.52
23-0375	Kona Ice Truck _ Earth Day 02591 - SUPER BIRTHDAY INC	Completed West Valley Water District	4/3/2023 4/17/2023	0.00	2,500.00
23-0376	Computer Supplies April 2023 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	4/26/2023 5/10/2023	0.00	1,816.30
23-0377	Capacitor for Roemer 02605 - CANYON INDUSTRIES INC	Outstanding West Valley Water District	4/27/2023 5/11/2023	0.00	4,278.00
23-0378	Optiview Assembly for UV system 00743 - TROJAN TECHNOLOGIES INC.	Outstanding West Valley Water District	4/27/2023 5/11/2023	0.00	16,490.00
23-0379	Filter Surveillance 01249 - WESTECH ENGINEERING INC	Outstanding West Valley Water District	4/27/2023 5/11/2023	0.00	2,160.00

Purchase Order Summary Report

Issued Date Range 04/01/2023 - 04/30/2023

PO Number	Description	Status	Issue Date	Trade Discount	Total
23-0380	Vendor Printable Proximity Cards	Ship To Outstanding	Delivery Date 4/27/2023	0.00	1,154.56
	01470 - CRB SECURITY SOLUTIONS	West Valley Water District	5/11/2023		

Purchase Order Count: (38) Total Trade Discount: 0.00 Total: 495,621.20



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: THREE-YEAR AGREEMENT FOR UNIFORMS, MATS AND CLEANING CLOTHS WITH UNIFIRST

BACKGROUND:

The West Valley Water District (“District”) has a 3-year contract with UniFirst for uniform and laundering services that will be expiring July 14, 2023. The Purchasing Department solicited three companies to provide proposals for a new 3-year contract for the uniform services as well as in person meetings to discuss the contract, uniform samples and references for each company. Below is a table showing the approximate weekly charge of each company for uniform services.

Company	Approximate Weekly Charge for Uniform Service
UniFirst	\$ 166.30
Aramark	\$ 191.73
Prudential Overall Supply	\$ 213.44

UniFirst was the lowest cost to provide the uniform service and offers the best overall value due to a cooperative purchasing agreement they have with Sourcewell. This price includes new uniforms for all field staff. The District has been satisfied overall with UniFirst in their responsiveness to requests and customer service friendly staff assigned to our account.

With a new 3-year contract UniFirst, is also able to continue providing mats, microfiber towels, and terry cloths used by Operations at a deeply discounted cost through the cooperative purchasing agreement with Sourcewell shown in the table below.

Company	Approximate Weekly Charge for Mats, Microfiber Towels and Terry Cloths
UniFirst	\$ 93.98

Attached in **Exhibit A** are listed the 3 proposals along with UniFirst’s agreement.

FISCAL IMPACT:

The total 3-year agreement cost for uniform services, mats, microfiber towels and terry cloths are approximately \$42,667.70. Uniforms, mats, microfiber towels and terry cloths will be budgeted in FY 2023-24 and foreseen as a cost that will be budgeted in future Fiscal Years.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to authorize entering into a contract with UniFirst in the amount of \$42,667.70 for uniform services, mats, microfiber towels and terry cloths.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

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ATTACHMENT(S):

1. Exhibit A - Proposals and UniFirst Agreement

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD



Cost Comparison for:
WEST VALLEY WATER

VIP Cost Analysis Program

Date: 4/12/23

#	Uniform Rental Item Descriptions	Qty.	Current \$.ea	Current Total	UniFirst \$.ea	UniFirst Total
3	0102 LSSHT-65/35	205	\$0.19	\$38.95	\$0.16	\$32.80
4	0202 SSSHT-65/35	176	\$0.17	\$29.92	\$0.14	\$24.64
6	10AI PNT-65/35 W/CARGO PKT	195	\$0.36	\$70.20	\$0.28	\$54.60
7	1002 PNT-65/35 PLAIN	88	\$0.33	\$29.04	\$0.22	\$19.36
8	1271 SHORT-MENS 65/35 CARGO 11	12	\$0.30	\$3.60	\$0.25	\$3.00
9	0101 LSSHT-CHINO 100% COTTON	15	\$0.28	\$4.20	\$0.23	\$3.45
10	0201 SSSHT-CHINO 100% COTTON	6	\$0.28	\$1.68	\$0.20	\$1.20
11	10A4 PNT-WOS 65/35 CARGO FLAT	11	\$0.28	\$3.08	\$0.33	\$3.63
12	1001 PNT- 100% COTTON PLAIN FRONT	11	\$0.31	\$3.41	\$0.28	\$3.08
13	1060 PNT WESTERN JEAN PANT	71	\$0.28	\$19.88	\$0.24	\$17.04
14						
15						
16						
★	Total weekly savings:	\$41.16		\$203.96		\$162.80
#		Qty.	Current \$.ea	Current Total	UniFirst \$.ea	UniFirst Total
1						
2						
3						
4						
5						
6	DEFE (WEEKLY DELIVERY FEE)	1	\$15.15	\$15.15	\$3.50	\$3.50
7						
8						
9						
10						
11						
13						
14						
15						
16						
★	Total weekly savings:	\$11.65		\$15.15		\$3.50
★	Combined weekly savings:	\$52.81				

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Key Account Manager

Nicolas Beltran
700 S Etiwanda Ave #C Ontario CA 91761
909.900.9180



Cost Comparison for:
WEST VALLEY WATER-855 W. BASELINE RD

VIP Cost Analysis Program

Date: 4/17/23

#	Uniform Rental Item Descriptions	Qty.	Current \$.ea	Current Total	UniFirst \$.ea	UniFirst Total
3						
4						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
★	Total weekly savings:					
#	Uniform Rental Item Descriptions	Qty.	Current \$.ea	Current Total	UniFirst \$.ea	UniFirst Total
1	UL38 LOGO MAT 6X6H	1	\$7.82	\$7.82	\$5.85	\$5.85
2	76GA MAT 3X5 GREAT IMP 2.0	10	\$4.48	\$44.80	\$1.20	\$12.00
3						
4	76GC MAT 3X10 GREAT IMP 2.2	4	\$7.98	\$31.92	\$2.40	\$9.60
5	77F1 MAT-CF ANTIFATIGUE 3X5	1	\$4.38	\$4.38	\$1.20	\$1.20
6	8023 18X18 RED WIPER	100	\$0.25	\$25.00	\$0.05	\$5.00
7	8023 RED WIPER RELACEMENT	8	\$2.00	\$16.00	\$0.26	\$2.08
8	8438 MICROFIBER TOWEL	80	\$0.42	\$33.60	\$0.07	\$5.60
9	8438 MICROFIBER TOWEL REPLACEMENT	6	\$1.95	\$11.70	\$1.08	\$6.48
10	8581 TERRY CLOTH-U1ST BAGGED	50	\$0.34	\$17.00	\$0.09	\$4.50
11	8581 TERRY CLOTH-U1ST BAGGED REPLAC	4	\$2.05	\$8.20	\$0.77	\$3.08
13	DEFE	1	\$27.85	\$27.85	\$2.25	\$2.25
14						
15						
16						
★	Total weekly savings:		\$170.63	\$228.27		\$57.64
★	Combined weekly savings:		\$170.63			

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Key Account Manager

Nicolas Beltran
700 S Etiwanda Ave #C Ontario CA 91761
909.900.9180



Cost Comparison for:
WEST VALLEY WATER-3010 W. CEDAR RIALTO, CA

VIP Cost Analysis Program

Date: 4/17/23

#	Uniform Rental Item Descriptions	Qty.	Current \$.ea	Current Total	UniFirst \$.ea	UniFirst Total
3						
4						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
★	Total weekly savings:					
#	Uniform Rental Item Descriptions	Qty.	Current \$.ea	Current Total	UniFirst \$.ea	UniFirst Total
1						
2						
3	76GB MAT 4X6 GREAT IMP 2.1	6	\$6.53	\$39.18	\$1.92	\$11.52
4	76GC MAT 3X10 GREAT IMP 2.2	3	\$7.98	\$23.94	\$2.40	\$7.20
5	8336 36" MOP	2	\$2.80	\$5.60	\$0.54	\$1.08
6	8023 18X18 RED WIPER	50	\$0.25	\$12.50	\$0.05	\$2.50
7	8023 RED WIPER RELACEMENT	4	\$2.00	\$8.00	\$0.26	\$1.04
8	8438 MICROFIBER TOWEL	20	\$0.42	\$8.40	\$0.07	\$1.40
9	8438 MICROFIBER TOWEL REPLACEMENT	2	\$1.95	\$3.90	\$1.08	\$2.16
10	8581 TERRY CLOTH-U1ST BAGGED	25	\$0.34	\$8.50	\$0.09	\$2.25
11	8581 TERRY CLOTH-U1ST BAGGED REPLAC	2	\$2.05	\$4.10	\$0.77	\$1.54
13	DEFE	1	\$27.85	\$27.85	\$2.25	\$2.25
14	8800 FRESHENER ITEM-TCELL AIR FRESH	2	\$2.93	\$5.86	\$1.70	\$3.40
15						
16						
★	Total weekly savings:		\$111.49	\$147.83		\$36.34
★	Combined weekly savings:		\$111.49			

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Key Account Manager

Nicolas Beltran
700 S Etiwanda Ave #C Ontario CA 91761
909.900.9180

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



SERVICE AGREEMENT

Customer #: _____ Use only for current customers

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

CUSTOMER NAME: West Valley Water District	CUSTOMER NAME: West Valley Water District
ADDRESS: 855 W. Baseline Rd.	ADDRESS: P.O. BOX 920
CITY / STATE / ZIP: Rialto, CA 92376-3103	CITY / STATE / ZIP: Rialto, CA 923770920

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)
0	Pant, Women's, Cargo-Navy	0	\$0.250	\$0.10	Weekly	\$23.00
5	Pant, Cargo Shorts-Navy	11	\$0.260	\$0.10	Weekly	\$20.00
15	Pant, Cargo-Navy	11	\$0.260	\$0.10	Weekly	\$23.00
2	Pant, Women's, Flat Front-Navy	11	\$0.250	\$0.10	Weekly	\$18.50
0	Shirt, Work, Solid, 65/35 Blend-Light Blue	0	\$0.230	\$0.10	Weekly	\$14.50
35	Shirt, Work, Solid, 65/35 Blend-Light Blue	11	\$0.230	\$0.10	Weekly	\$14.50
20	Pant, Work, 65/35 Blend-Navy	11	\$0.250	\$0.10	Weekly	\$18.50
2	Shirt, Women's Work, 65/35 Blend-Light Blue	11	\$0.230	\$0.10	Weekly	\$14.50

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
Locker, Soil-Silver Vein	2	\$3.000	Weekly	100%	Not Incl.	\$402.50
Locker, Big 8, Bank-Silver Vein	5	\$3.000	Weekly	100%	Not Incl.	\$632.50

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	11% per Week	Company Emblem	\$4.00 per Emblem
Preparation Charge	\$2.00 per Garment	Other Emblem	\$10.00 per Emblem
Bill Assure	0% per Week	Name Emblem	\$2.00 per Emblem
Multi-day Stop Charge	\$20.00 per Additional Stop	Other Charges/Services: _____	_____

Additional Terms/Charges:

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare® and Merchandise covered by Inventory Maintenance or Bill Assure.

Terms and Conditions Continued on Next Page

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

Merchandise that is not part of Company's standard product is embroidered, silkscreened, logoed or otherwise customized.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost or ruined by Customer without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Inventory Maintenance.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. **Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights.** In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by AUS shall be considered confidential information of AUS and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of AUS. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

West Valley Water District (909) 644-0837
Name of Customer Customer Phone #

Rene Alvarado, Account Executive
AUS Representative Name & Title

Name & Title of Customer Contact

Signature – AUS Representative Date

Signature of Authorized Customer Representative Date

Signature – AUS General Manager Date



**Addendum "A"
Price Structure
For
West Valley Water District**

GARMENTS

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
Industrial Shirt - Professionally Finished	78-42-49	\$0.196	\$22.15
Women's Industrial Shirt - Professionally Finished	19-42-79	\$0.196	\$22.83
Navy Industrial Cargo Pocket Pants	73-44-44-02	\$0.343	\$32.68
Dickies Cargo Pocket Pants	73-48-44-7Q	\$0.35	\$29.85
Budget Protection Program	BPP-CL1	\$0.136	N/A
Industrial Shirt - Professionally Finished	78-42-79	\$0.196	\$22.15

FACILITY SERVICES\TOWELING\FLATGOODS

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
Big8 Eight Bank Locker	2700SV	\$0.00	\$750.00
Maxi Soiled Laundry Lock Up Unit	2703SV	\$0.00	\$562.50

- **Minimum Invoice Amount: \$50.00**
- **Additional Information: Delivery Charge \$10.00**
- **Free Lockers**

Prudential Overall Supply

West Valley Water District

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: THREE-YEAR AGREEMENT FOR GASOLINE AND DIESEL

BACKGROUND:

The West Valley Water District (“District”) has two above ground 5,200 gallon fuel tanks for gasoline and diesel used by field staff for the fleet. Throughout the year, the Purchasing Division routinely monitors the fuel levels in the tanks and orders fuel as needed through a Blanket Purchase Order.

DISCUSSION:

Staff researched and found a contract awarded by the State of California that would be in the best interest of the District to “piggyback” from. Piggybacking is a term used when an agency uses an existing procurement contract from another agency as the justification and documentation to form their own contract directly with the vendor to purchase the same or similar items or services. Under Section 10 Example 10 of the District’s Purchasing/Procurement Policy, piggybacking is permitted as an exception to competitive sourcing thus not requiring the District to conduct a formal solicitation (RFP or RFB). The State of California’s formal solicitation process is substantially similar to that of the District’s process and participation by the District is also allowed per the State of California’s solicitation documents.

The State of California issued their Invitation for Bids (IFB) for Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur on November 1, 2022 and final bids were due on December 13, 2022. A three (3) year contract with the option to extend for two (2) additional one (1) year period(s) was requested. Four companies submitted bids for fuel delivery to San Bernardino County. In evaluating the bids, the State of California used the Oil Price Information Service (OPIS) index and fuel fees for companies to use as a baseline. A differential price was provided by each company as their bid. The composite price was the sum of the OPIS price, fuel fees and differential price provided by each company. This composite price was multiplied by the estimated gallons for each of the fuels requested and a total net price for each fuel was calculated. The sum of all fuels for each company was compared against each other and the lowest bidder for the sum of all the fuels was Pinnacle Petroleum. The State of California ended up awarding the three (3) year contract for fuel to Pinnacle Petroleum which began on March 2, 2023.

The State of California's solicitation and bid evaluation documents are attached as **Exhibit A**.

FISCAL IMPACT:

The total 3-year agreement cost for gasoline and diesel is approximately \$450,000.00. Gasoline and diesel will be budgeted in FY-2023-24 and foreseen as a cost that will be budgeted in future fiscal years.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to authorize participating into the State of California contract with Pinnacle Petroleum in the amount of approximately \$450,000.00 for gasoline and diesel delivery.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ;ar

ATTACHMENT(S):

1. Exhibit A - State of California Solicitation and Bid Evaluation Documents

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES – PROCUREMENT DIVISION
INVITATION FOR BID

**Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85),
Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra
Low Sulfur**

EVENT ID 0000023602
11/1/2022

BIDS ARE DUE BY: November 22, 2022 at 2:00 PM PT

RETURN BID TO:
CMU@dgs.ca.gov

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(Contract Reference Number 91-02) PD Reference Only
Business Unit (BU): 77601

1. SCOPE

The State of California, Department of General Services, Procurement Division (DGS-PD) is issuing this Invitation for Bid (IFB) to cover the requirements of the State of California for Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur. The contract(s) resulting from this solicitation will be mandatory for all State of California Departments and available for use by participating local agencies.

The term of any contract resulting from this solicitation will be for three (3) years. The contract will contain two (2) extension options for one (1) year or portion thereof. If a mutual agreement for a contract extension cannot be met, the contract will expire at the end of the current contract term.

2. LOCAL GOVERNMENT PARTICIPATION

Local government agencies are defined as “any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services,” reference Public Contract Code (PCC) Section 10298 (a) (b) and 10299 (b). Local governmental agencies shall have the same rights and privileges as the State under the terms of these contracts.

Any local governmental agencies desiring to participate shall be required to submit to the same responsibilities as do State departments and will have no authority to amend, modify or change any condition of these contracts.

3. CURRENT CONTRACT

The historical value based on expenditures from the current mandatory statewide contract numbers 1-18-91-02A and 1-18-91-02B for Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur for a 3 year period are as follows:

Unleaded Gasoline - \$124,000,000.00
Diesel and Red Dyed Diesel - \$41,000,000.00
Ethanol E85 - \$350,000.00

Anticipated spend broken down by Super District is not available, however, Attachment 1 – Pricing Worksheet, contains the anticipated volume per Super District. This anticipated volume is based on historical purchasing by Super District.

4. METHOD OF AWARD

Award will be made by individual Super District to the lowest, responsive and responsible Bidder, including all applicable preference and incentive calculations. In order to be considered for award, all line items within the Super District on Attachment 1 – Pricing Worksheet, and all corresponding line items in Attachment 1a – Non-Award Pricing Worksheet must be bid. Pricing in Attachment 1a – Non-Award Pricing Worksheet will not be included in the Bidder’s total price for evaluation purposes.

There are a total of six (6) Super Districts representing State delivery areas derived from a combination of the twelve (12) Caltrans Districts. See Attachment 5 for defined districts.

5. NEGOTIATIONS

The State may elect to enter into negotiations pursuant to Public Contract Code §6611 if conditions exist. Should the State elect to negotiate, the process shall be described in writing and provided to the parties involved prior to commencement of negotiations.

6. ALTERNATIVE PROTEST PROCESS

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.). By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. [Link to the Alternative Protest Process regulations:](#)

(<https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Laws-and-Regulations/Bid-Protest-Regulations>).

A Notice of Intent to Award for this solicitation will be publicly posted on the Department of General Services Procurement Division webpage and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number. [DGS/PD webpage link:](#)

(<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Award-Notifications?search=Award%20Notice>).

During the protest period, any participating bidder may protest the proposed award on the following grounds:

1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder's bid should have been selected; or
2. For any other acquisition – that the protesting bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the 2nd working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: 916 / 376-6226

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be 10 percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

7. RESPONSIBLE BIDDER

DGS-PD may require Bidders to submit evidence of their qualifications. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If such information is required, the Bidder will be notified to submit the required information. If the State determines the Bidder is not responsible, the bid will be rejected.

8. BIDDER INSTRUCTIONS

The Bidder Instructions include the Bidder's and the State's rights and responsibilities for the bidding process, unless otherwise specified in this solicitation. Bidder Instructions are located at the following link: [Bidder Instructions \(rev 11/09/2011\)](http://www.documents.dgs.ca.gov/dgs/fmc/gsp/dgspd/451.pdf) (<http://www.documents.dgs.ca.gov/dgs/fmc/gsp/dgspd/451.pdf>).

9. ADDENDA

In the event that the solicitation is revised by an addendum, Bidder is required to meet all requirements of the most current addendum, including using any updated forms.

The IFB document is not required to be submitted with the bid. This language supersedes DGSPD-451, Bidder Instructions (rev 11/09/2011) Section 3.b., Solicitation Addendum (Addenda).

10. PROCUREMENT OFFICIAL

The Procurement Official contact information for this IFB is listed below:

Amanda Lewis
Procurement Division
Department of General Services
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (279) 946-7876
E-mail: Amanda.Lewis@dgs.ca.gov
Bid Submittal E-mail: CMU@dgs.ca.gov

The Procurement Official shall be the single point of contact. All inquiries and questions must be directed to only this person. Oral communications are discouraged and shall not be binding to the State. Bidders should only rely on written statements issued by the Procurement Official.

Bid submittals shall be sent to the Bid Submittal E-mail address identified above.

11. BIDDER QUESTIONS

This IFB addresses all requirements that Bidders must meet to be eligible for consideration. Bidders must carefully read the entire IFB, ask appropriate questions in a timely manner, and make sure all procedures and requirements of the IFB are accurately followed and addressed.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in the IFB, the Bidder shall immediately notify the Procurement Official of such error, in writing, and request clarification or modification of the document.

All questions, comments, and concerns should be immediately directed to the Procurement Official, in writing, no later than four (4) working days prior to bid due date. All questions and/or concerns shall be directed to Amanda.Lewis@dgs.ca.gov.

12. CLARIFYING INFORMATION

During the evaluation and selection process the State may ask the Bidder to clarify their submitted response if the bid contains conflicting information regarding a requirement for which compliance cannot be determined. Clarification will not be requested if the Bidder has been deemed non-compliant to other requirements.

Except for clerical errors, the State will not ask clarifying questions for bids where the response to the requirement is non-compliant as this would result in a change to the bid.

13. AGREEMENT COVER LETTER AND CONTRACT PROVISIONS

All Bidders must complete the [Agreement Cover Letter](https://www.dgs.ca.gov/-/media/1DCB49CFFD9642C4ADD9FCEDAB5C1D95.ashx) (<https://www.dgs.ca.gov/-/media/1DCB49CFFD9642C4ADD9FCEDAB5C1D95.ashx>) and include it with the bid. The Agreement Cover Letter (which shall be considered an integral part of the bid) shall be signed by an individual who is authorized to bind the bidding firm contractually. An unsigned Agreement Cover Letter shall cause the bid to be rejected.

By signing the Agreement Cover Letter and submitting a bid, Bidder is agreeing to accept all of the terms and conditions of the [Non-IT General Provisions \(rev 6/21/2022\)](https://www.dgs.ca.gov/-/media/A6E6D65690284867BCEBF3288AC31C5B.ashx) (<https://www.dgs.ca.gov/-/media/A6E6D65690284867BCEBF3288AC31C5B.ashx>) without addition or modification.

Bidder also agrees to comply with all applicable statutes, rules, regulations, and orders of the United States and the State of California.

14. SPECIFICATIONS

All products offered must meet or exceed the following specification attachments, entitled:

- Attachment 2a – State of California Bid Specification Number 9130-6166A for Gasoline, Unleaded Regular, dated 7/18/2022.
- Attachment 2b – State of California Bid Specification Number 9130-6166B for Diesel Fuel, Type 2-D, dated 7/18/2022.
- Attachment 2c – State of California Bid Specification Number 9130-6166C for Ethanol E-85, dated 7/18/2022.

15. CARB Memorandum of Exemption

Bidder must indicate on Attachment 3 – Narrative Response whether or not they plan to use a CARB memorandum of exemption (MOE) for any of the fuel types required in this IFB. If Bidder's answer is "Yes," Bidder shall be required to submit a copy of the MOE, signed by CARB, with their bid or within five (5) working days after notification from the State. Bidder shall update the MOE as necessary to reflect the contract requirements.

16. STATE OF CALIFORNIA ENVIRONMENTALLY PREFERABLE PURCHASING (EPP)

The State of California, DGS-PD is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by PCC Chapter 6, Sections 12400-12404. By signing the Agreement Cover Letter, the Bidder is certifying that the products offered under this solicitation are in compliance with the Federal Trade Commission’s Guidelines for the Use of Environmental Marketing Terms, per PCC Section 12404.

17. POSTCONSUMER-CONTENT CERTIFICATION

State departments are required to report purchases made within eleven (11) product categories in the California Department of Resources Recycling and Recovery’s (CalRecycle), State Agency Buy Recycled Campaign (SABRC) in accordance with PCC Sections 12200-12217.

The products offered as part of this solicitation do not fall within the 11 product categories identified by CalRecycle under PCC Sections 12200-12217, therefore there are no reporting requirements under the SABRC program.

18. PRICING STRUCTURE

Contract line items are Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur, that are commonly purchased by the State. These items will be available for purchase by ordering agencies at a fixed contract differential price (offered on Attachment 1 – Pricing Worksheet and Attachment 1a – Non-Award Pricing Worksheet). The State reserves the right to eliminate any specific line item from the final award.

Bidders are required to provide two (2) differentials for each fuel type for every Super District bid. One (1) differential will be for fuel deliveries of 4,000 gallons or fewer. The second differential will be for fuel deliveries of 4,001 gallons or more.

The State will use the Oil Price Information Service (OPIS) to determine Region Base Market Price (RBMP), the CAR Cost Fee (Cap-At-The-Rack), and the LCFS Cost Fee (Low Carbon Fuel Standard). There are a total of six (6) Super Districts represented by the RBMP, CAR Cost Fee, and LCFS Cost Fee for Unleaded Regular Gasoline, Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur. The six (6) Super Districts are identified as Eureka, Sacramento, Fresno, Los Angeles, Barstow, and San Diego. (See Attachment 5 – Caltrans Six (6) Super Districts (A-F) Defined).

For the base price of Ethanol (E85) Fuel, the State will use the weekly price quoted in the OPIS Ethanol & Biodiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 Racks, West Coast.

If an OPIS publication is modified, the State reserves the right to re-establish the base price calculation method or cancel all or part of the contract without prejudice against any party to the contract.

RBMP, CAR Cost Fee, and LCFS Cost Fee will be based on OPIS data and will be posted daily by DGS-PD. For purposes of this IFB, the pricing for the RBMP, CAR Cost Fee and LCFS Cost fee on Attachment 1 – Pricing Worksheet will be from the DGS Daily Fuel Post dated October 27, 2022.

Contract Composite Price for each fuel type shall be calculated according to the following table:

FUEL TYPE	OPIS INDEX	CONTRACT COMPOSITE PRICE
Unleaded Regular Gasoline	“Time of Delivery” “Rack Average” OPIS GROSS CARFG ETHANOL (10.0%).	RBMP + CAR Cost fee + LCFS Cost fee + Differential = Composite Price
Diesel #2 Ultra Low Sulfur	Daily OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES** RACK AVERAGE.	RBMP + CAR Cost fee + LCFS Cost fee + Differential = Composite Price
Red Dyed Diesel Ultra Low Sulfur	OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES** Rack AVERAGE plus (\$0.01/gal).	RBMP + CAR Cost fee + LCFS Cost fee + Differential + .01 per gallon = Composite Price
Ethanol (E85)	OPIS Ethanol & BioDiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 Racks, West Coast.	RMBP + Differential = Composite Price

Differentials:

All Differential prices quoted shall be:

- Exempt from: Federal Excise Tax
- Exclusive of: State Sales Tax, Local Sales Tax, California Motor Vehicle Fuel Tax, Leaking Underground Storage Tank Tax, Oil Spill Liability Trust Fund Tax, CAR cost fee, LCFS cost fee, AB 32 Fees.

These taxes and fees shall be listed separately on invoices and shall not be a component of the differential price. Any and all charges, levies, and/or fees not listed above shall be a component of the differential price.

19. PRICING WORKSHEETS

Attachment 1 – Pricing Worksheet and Attachment 1a – Non-Award Pricing Worksheet contain the price sheets that the Bidders shall use to enter pricing for the super districts they are proposing. In order to be considered for award, all line items for the Super District bid in Attachment 1 – Pricing Worksheet, and all corresponding line items in Attachment 1a – Non-Award Pricing Worksheet must be bid. Bidders do not need to bid on all super districts. All dollar figures entered in Attachment 1 – Pricing Worksheet must be entered to no more than four (4) decimal places (e.g., \$0.1250). All dollar figures entered in Attachment 1a – Non-Award Pricing Worksheet must be entered to no more than two (2) decimal places (e.g., \$150.00). Upon award, the Bidder’s proposed products listed on Attachment 1 – Pricing Worksheet and Attachment 1a – Non-Award Pricing Worksheet will be the Contract Line Items (CLINs) under the resultant contract.

Bidders are required to provide the following proposed product information for each line item on Attachment 1 – Pricing Worksheet:

- Manufacturer Part Number (OEM #)
- Manufacturer (OEM)
- Bidder's product Stock Keeping Unit Number (SKU#)
- Item Description
- Differential (Attachment 1 – Pricing Worksheet only)

Bidders are required to provide the following proposed product information for each line item on the Attachment 1a – Non-Award Pricing Worksheet:

- UNSPSC Code
- Item Description
- Contract Unit Price

Prices quoted shall be all inclusive. Only the prices submitted in the bid response shall be included in the awarded contract. No other fees can be charged to the customer.

Attachment 1 – Pricing Worksheet, and Attachment 1a – Non-Award Pricing Worksheet must be filled out completely for each Super District bidder is proposing or the bid may be rejected. Yellow cells are mandatory and must be completed. Modifying any other cell in any worksheet may disqualify the Bidder.

Bidders shall submit one (1) electronic copy in Microsoft Excel format of each of the completed Attachment 1 – Pricing Worksheet, and Attachment 1a – Non-Award Pricing Worksheet with the emailed bid response.

Failure to submit the Attachment 1 – Pricing Worksheet, and Attachment 1a – Non-Award Pricing Worksheet with the bid response shall result in the bid being considered non-responsive. Please refer to each Worksheet Key tab for field definitions and additional completion instructions.

20. QUANTITIES

The quantities shown in Attachment 1 – Pricing Worksheet, are representative and used for evaluation purposes only. Actual purchases may vary. The State will not guarantee that these quantities will be purchased. Consequently, there is no guaranteed dollar value for this contract. The State will not be obligated to purchase Contractor's excess inventory. The State reserves the right to purchase any quantity of any line item from the resulting contract.

21. SALES TAX

Sales tax is not to be included in the bid response or on Attachment 1 – Pricing Worksheet and Attachment 1a – Non-Award Pricing Worksheet. If awarded the contract, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the product is to be delivered.

22. ADDITIONAL CHARGES (NON – AWARD FACTORS)

Additional charges may apply under the contract terms. The maximum cost a contractor may charge for additional charges have been determined by the State. Bidders are required to input their cost for

these charges on Attachment 1a – Non-Award Pricing Worksheet. All additional charges are described below:

1. **Emergency Deliveries:** Deliveries requested outside the regular working hours of 8:00 a.m. to 5:00 p.m. and State observed holidays shall be considered an emergency. Orders may be placed by telephone, followed by a purchase order sent to the Contractor by facsimile or US mail. Emergency delivery invoice must accompany the fuel invoice for payment of the emergency delivery fee. The emergency delivery charge shall not exceed \$120.00 per delivery. Emergency Delivery fees are not applicable to late deliveries that occur outside of regular working hours or holidays.
2. **Demurrage Charge:** During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck shall be admitted to the delivery site within five (5) minutes of arrival (excluding security requirements). If the Contractor attempts to deliver fuel to a delivery site and the Contractor's truck is detained beyond the five (5) minute grace period at the delivery site for reasons such as locked gates, unavailable receiving personnel, etc. caused by the ordering agency, the Contractor shall be entitled to Demurrage fee. Demurrage time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). The demurrage time invoice must accompany the fuel invoice for payment of the demurrage fee. The demurrage fee shall not exceed \$2.50 per minute and not exceed \$150.00 per delivery. Charges, if applicable, will be applied to the amount of time the Contractor's truck was detained minus the five (5) minute grace period and not including time for security requirements.
3. **Trip Charge:** During normal delivery hours of 8:00 a.m. to 5:00 p.m., the Contractor's truck, upon arrival, shall be admitted to the delivery site without delay. If the Contractor attempts to deliver fuel to a delivery site and is not admitted to the delivery site for reasons caused by the ordering agency the Contractor shall be paid a trip charge fee. Trip charge time shall be invoiced separately and supported by appropriate documentation (agreed upon delivery time, delivery logs, contact names, etc.). A trip charge fee invoice must accompany the fuel invoice for payment of trip charge fee. The trip charge shall not exceed \$250.00 per delivery.
4. **Standing Time:** The State shall be entitled to standing time for up to one (1) hour at no charge for the purposes of unloading. A maximum charge of \$1.00 per minute shall be assessed for standing time in which the carrier's equipment is detained through no fault of the carrier, in excess of the one free hour. Charged time shall be supported with the appropriate documents. For payment to be processed, the standing time billing must accompany, on a separate invoice, the fuel billing. Start time shall begin when the carrier is ready to hook-up to the fuel tank. Each time shall conclude when carrier disconnects or is finished loading fuel into the tank.
5. **Premium for Less Than Minimum Delivery:** Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. Resultant contract(s) will allow for a 2 percent variance before the fee applies. Deliveries for less than the minimum order quantity shall be delivered at the contract price plus a "PREMIUM" of not more than ten cents (\$0.10) per gallon delivered. For payment to be processed, the Less Than Minimum Delivery Fee billing must accompany, on a separate invoice, the fuel billing. Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against any contract resulting from this solicitation. If ordered amount meets the minimum

delivery requirement, but upon delivery, the tank will not hold the minimum delivery quantity, the contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.

- 6. Late Delivery (Charged to the Contractor):** The parties to this agreement acknowledge that the ordering agency shall incur actual damages should the supplier fail to deliver the fuel as specified in the contract delivery requirements. Late Delivery charges must be supported by appropriate documentation (delivery logs, contact names, etc.). It is agreed that the Contractor will pay the ordering agency twenty-five (\$0.25) cents per gallon per order for late delivery of fuel, and the ordering agency will make an adjustment to be reflected on the invoice. Normal delivery working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except State observed holidays. (The Late Delivery Fee is fixed at \$0.25 per gallon).
- 7. Winterization:** Winterization shall be available for purchase from the Contractor during the winter months which typically start the month of October through the month of April each contract year (may vary depending on location). The purchase is available for life of the contract, including any contract extensions. The purchase of winterization shall be added to fuel authorized only by State of California Departments and participating local agencies at a maximum cost of five cents (\$0.05) per gallon.

23. NARRATIVE RESPONSE

The IFB includes some items that require a narrative response. Those items have been listed on Attachment 3 – Narrative Response. Bidders shall input narrative responses on the attachment only, and only for the items requested. If necessary, Bidders may add pages to the attachment to further explain their response.

Bidders shall not input narrative responses within the IFB document, nor should narrative responses be included for items the State did not list on Attachment 3 – Narrative Response.

24. SELLER PERMIT AND SECRETARY OF STATE

Bidders are required to provide their Seller's Permit number and, if a corporation or limited liability company, their Secretary of State (SOS) certification number on Attachment 3 – Narrative Response.

A copy of the Seller's Permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the California Department of Tax and Fee Administration (CDTFA) must be provided within five (5) working days after request from the State or bid may be deemed non-responsive.

SOS certification must be approved and in "Active" status prior to award of any contract. If a Bidder's SOS certification is not in "Active" status on the bid submission due date, the Bidder will have five (5) working days after notification from the State to provide an "Active" SOS certification.

25. CUSTOMER REFERENCES

Prior to award, at the State's sole discretion, Bidder may be required to submit customer references in order to demonstrate to the State that the Bidder can provide Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur, and can handle the anticipated spend for this solicitation.

Customers are defined as end-users of the product. References from a contractor for which the Bidder did sub-contract work is not acceptable.

Customer references shall:

- Be for work performed within the last five (5) years prior to bid submission due date
- Be for similar product (i.e., sale and distribution of Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur to that requested in this IFB
- In total, must be valued at or above \$9,000,000.00. An accumulation of orders from a single customer or multiple references from different customers totaling the applicable minimum value is acceptable
- Confirm that the Bidder's overall performance of contract requirements was, at minimum, satisfactory

References from the DGS-PD are not acceptable. References for transactions against California Statewide Contracts or other Leveraged Procurement Agreements must be from an ordering department.

If requested, the State will provide the Bidder with the Customer Reference Form. Customer references must be provided on this form only. References submitted in any other format will not be considered. Bidder shall submit Customer Reference Forms within ten (10) working days after notification from the State.

The State may contact customer references to verify the information on the submitted forms. Failure to submit compliant references may result in rejection of the bid.

26. DECLARATION FORMS

All Bidders must complete the [Bidder Declaration Form \(GSPD-05-105\)](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf) (<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>) and include it with the bid response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the contract.

If a Bidder proposes the use of a subcontractor for a portion of the contract, the Bidder agrees that all requirements will be adhered to and that requirements will apply to subcontractors. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders and any subcontractors who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed [Disabled Veteran Business Enterprise Declaration Form DGS PD 843](http://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf) (http://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form. The completed form should be included with the bid response.

27. SOCIOECONOMIC PROGRAMS

This solicitation may include the following socioeconomic programs:

- A. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive
- B. Small Business Preference
- C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)
- D. Non-Small Business Subcontractor Preference
- E. Target Area Contract Preference Act (TACPA) Preference

All certified firms must perform a “commercially useful function” in the performance of the contract as defined in Government Code (GC) Section 14837(d)(4).

The Contractor must notify the State Contract Administrator by written notification of any proposed changes in the SB and/or DVBE subcontractors made during the term of the contract. Changes cannot be made without State Contract Administrator approval.

A. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive:
This solicitation does not require a minimum DVBE participation percentage. The DVBE participation requirement and DVBE Incentive have been waived.

B. Small Business Preference

A 5 percent bid preference is available to Bidders certified as a small business in accordance with GC 14835 *et seq.* If applicable, Bidders must claim this preference on Attachment 3 – Narrative Response.

Bidders claiming the small business preference must be certified by California as a small business. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. PT on the bid due date, and the OSDS must be able to approve the application as submitted. The Small Business regulations concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals can be viewed in the [California Code of Regulations \(Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=ABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))) ([https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=ABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=ABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)))).

C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code (MVC) Section 999.50 *et seq.* and obtaining a California certification as a small business are eligible for the 5 percent small business preference. If applicable, claim the preference on Attachment 3 – Narrative Response. SB/NVSAs claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916)375-4940.

D. Non-Small Business Subcontractor Preference

A 5 percent bid preference is available to a non-small business claiming 25 percent (25%) California Certified small business subcontractor participation. If applicable, claim the preference on Attachment 3 – Narrative Response.

E. Target Area Contract Preference Act (TACPA) Preference

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid.

Bidders desiring to claim the TACPA preference are encouraged to carefully review the [TACPA forms, requirements, and submittal instructions](https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Policy-Training-and-Customer-Service/Dispute-Resolution-Unit) (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Policy-Training-and-Customer-Service/Dispute-Resolution-Unit). Bidders must complete and submit all applicable preference program forms to be considered for a preference.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from Bidders, manufacturers, subcontractors, and any other sources available at the time of bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in the denial of the preferences requested.

Contracts awarded with the applied preference will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce the preference program.

Any questions regarding the TACPA preference should be directed to TACPA@dgs.ca.gov.

28. COMMERCIALLY USEFUL FUNCTION (CUF)

Suppliers, whether the Bidder or a subcontractor, who have a California certification for one (1) or more of the socio-economic programs (i.e., small business or DVBE), must perform a Commercially Useful Function (CUF) in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for DVBEs and in the Government Code Section 14837(d)(4)(A) for small business as consisting of all of the following:

- Responsibility for the execution of a distinct element of the work
- Actually performing, managing, or supervising the work
- Performing work that is normal for its business services and functions
- Not further subcontracting work that is greater than that expected by normal industry standards
- Responsible, with respect to any products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable), and making payment

Bidders shall describe in detail how each certified SB and/or DVBE, whether the Bidder or a subcontractor, meets the CUF criteria on Attachment 3, Narrative Response, in accordance with Section 29, Distribution Plan.

A Contractor, subcontractor, or supplier is not considered to perform a CUF if their role is limited to that of an extra participant through which funds are passed in order to obtain the appearance of participation.

At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the bid.

29. DISTRIBUTION PLAN

Bidder shall describe in detail their Distribution Plan on Attachment 3 – Narrative Response. The Distribution Plan should be the Bidder's written plan for distribution of the products. The plan must clearly show distribution from the manufacturer to the end user, including all points in between specific to the resulting contract only, and the role that the Bidder, as the Contractor of record, will play in the distribution.

This plan should clearly identify all parties, including any subcontractor, DVBE and/or small business participants involved in the execution of this contract and their responsibilities. Work performed by a Bidder or a subcontractor, who is a California certified Small Business and/or DVBE, must perform a Commercially Useful Function (CUF).

30. DARFUR CONTRACTING ACT

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code Section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (Public Contract Code Section 10477(b)).

A Bidder is required to submit a completed Darfur Contracting Act form (<https://www.dgs.ca.gov/-/media/CBAFDC111B6C43B09496B8391E11F394.ashx>) if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Darfur Contracting Act form should be submitted with the bid response. If this document is not included in the bid response, Bidder shall provide it within five (5) days after request from the State. Failure to submit required information will result in the bid being considered non-responsive.

If a Bidder has not conducted business outside of the United States in the last three (3) years, this section does not apply. Bidders shall submit their response on Attachment 3 - Narrative Response.

31. CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to PCC Section 2010, any Bidder entering into or renewing a contract over \$100,000 on or after January 1, 2017, shall certify all of the following:

- A. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- B. That they are in compliance with the California Fair Employment and Housing Act (FEHA) (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

- C. (1) That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the FEHA (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (2) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations, or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the FEHA (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Bidders are required to submit the [California Civil Rights Laws Certification form](http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf) (<http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf>) with the bid response. Failure to submit this form will result in the bid being considered non-responsive.

32. IRAN CONTRACTING ACT

Pursuant to the Iran Contracting Act of 2010 (PCC Sections 2200 through 2208 are “the Act”), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a vendor must complete and return the attached Iran Contract Act Certification form with their bid response certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Bidders are required to submit the [Iran Contracting Act Certification](https://www.dgs.ca.gov/-/media/A7EE965578CA4CC1A63087423C7BED0C.ashx) (<https://www.dgs.ca.gov/-/media/A7EE965578CA4CC1A63087423C7BED0C.ashx>) with the bid response. Failure to submit this form will result in the bid being considered non-responsive.

33. FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY CERTIFICATION

Expenditures from this contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the contract file, a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government. Bidders must submit the [Federal Debarment Certification form](https://www.dgs.ca.gov/-/media/D4C59DC1DD754EB4991091E27D02E395.ashx) (<https://www.dgs.ca.gov/-/media/D4C59DC1DD754EB4991091E27D02E395.ashx>) with the bid response. If this document is not submitted with the bid response, Bidder shall provide it within five (5) working days after request from the State. Failure to submit this form will result in the bid being considered non-responsive.

34. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

35. PAYEE DATA RECORD

The Bidder to be awarded this contract will be required to complete and sign a [Payee Data Record \(STD 204\)](https://www.dgs.ca.gov/-/media/6E5A30EF583B48CF85DEDAB178FDFC42.ashx) (https://www.dgs.ca.gov/-/media/6E5A30EF583B48CF85DEDAB178FDFC42.ashx) prior to contract award.

36. TAX DELINQUENCY

Pursuant to the Public Contract Code Section 10295.4, prior to executing any State contract or renewal for non-IT goods or services, the contracting department must verify that the Bidder is not on either of the prohibited lists below. If Bidder is on either list, they will be ineligible for contract award.

[FTB Top 500 Delinquent Taxpayers](https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html) (https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html)

[CDTFA Top 500 Sales & Use Tax Delinquencies in California](https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm) (https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm)

37. INSURANCE REQUIREMENTS

The Contractor must maintain in force applicable insurance in accordance with the Non-IT General Provisions (rev 6/21/2022), Article 21 entitled "Insurance." Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State within five (5) working days of request.

38. CONTRACTOR CERTIFICATIONS

Contractor must maintain an active CARB certification as a motor vehicles fuel distributor as long as it is supplying fuel to the State of California under the resultant contract. Bidder must indicate on Attachment 3 – Narrative Response whether or not they are currently certified as a motor vehicles fuel distributor with CARB.

39. PRICE ADJUSTMENTS

All prices shall be firm fixed for the contract term, including any optional year extensions and no price adjustment will be allowed.

40. PRICE DECLINES

The Contractor shall immediately notify the State Contract Administrator of all manufacturer's price declines and ordering agencies shall receive full benefit of such declines.

41. MINIMUM ORDER

Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. Tank sizes vary and can be as small as 500 gallons. Orders for less than the minimum order quantity shall be delivered at the contract price plus a "Premium" of not more than ten cents (\$0.10) per gallon. Resultant contract(s) will allow for a 2 percent variance before the fee applies. If ordered amount meets the minimum delivery requirement, but upon delivery, the tank will not hold the minimum delivery quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.

Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against any contract resulting from this solicitation.

42. CUSTOMER SERVICE

The Contractor will have a customer service unit that supports this contract. The customer service unit shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contractor shall assign a Contract Manager to act as a contact for all contract-related issues. Contractor Contract Manager information shall be provided prior to award.

43. CONTRACTOR ORDERING INFORMATION

The Contractor shall accept orders through the following methods:

- Email – An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.
- Facsimile – A facsimile number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 8:00 AM and 5:00 PM (PT), Monday through Friday.
- Mail – Contractor must have the capability to receive orders by mail in place before the commencement of this contract.

44. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency.

The Contractor shall not accept purchase documents for this contract that:

- Are incomplete (required information on purchase documents will be provided during contract implementation)
- Contain non-contract items or items outside the scope of the contract
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the State Contract Administrator.

Note: Contractor(s) have the option to reject orders from CALFIRE during fire season.

45. PURCHASE EXECUTION

Ordering agencies will submit orders directly to the Contractor via one of the ordering methods in accordance with Section 43, Contractor Ordering Information.

State department orders will be submitted using a Purchasing Authority Purchase Order (Std. 65) or using the Fi\$Cal Purchase Order process.

Local governmental agencies may submit orders on their own purchase document. These purchase documents must contain the same data elements as State department purchase documents.

46. ORDER ACKNOWLEDGEMENT

The Contractor must provide the ordering agency with an order receipt acknowledgement, either through email or facsimile, within two (2) working days of receipt. Order Acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Total Cost
- Total Quantity of Fuel Ordered in Gallons
- Anticipated Delivery Date

47. DELIVERY LOCATIONS

Deliveries shall be made statewide to the location specified on the individual purchase order.

Deliveries for orders placed against the contract resulting from this solicitation shall be in accordance with the following:

A. Locations

Delivery shall be made to the specified location listed on Attachment 4 – Delivery Locations, except by written authorization from DGS-PD contract administrator. All deliveries made in a tank wagon must be metered. Deliveries to remote locations may, by mutual agreement between the receiving location and the Contractor, be delivered on a regularly scheduled “keep full” basis, with no additional charges to the State.

B. Adding Delivery Locations (Modification of Contract)

Delivery sites may be added, changed or deleted as deemed necessary by DGS-PD. Additional unlisted locations and/or tank changes may be required after original contract award. Differentials for those unlisted locations and/or tank changes shall be consistent with prices for the Super District they are being added to. Only tanks that are 500 gallons or more will be added to the resultant contracts. With the exception of smaller tanks already on Attachment 4 – Delivery Locations, tanks smaller than 500 gallons will be considered outside the scope of the contract.

C. Delivery Equipment

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location, and for the quantity of fuel ordered. These vehicles shall be equipped as required by applicable laws, rules or regulations with all components, such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable state personnel to verify quantities delivered. It is the responsibility of the Contractor to verify the proper connection and hose before the first delivery.

Contractor shall perform all deliveries to facilities in a safe and professional manor.

Contractor’s equipment shall be in good working order condition and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.

Many of the delivery locations are semi-remote and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances smaller than normal trucks may be required. A lack of familiarity with a delivery location will in no way relieve a contractor from their responsibility to fulfill the terms and conditions of the resulting contract.

In accordance with paragraph 15 of the General Provisions entitled “Delivery,” the Contractor shall strictly adhere to the delivery terms and completion schedule as specified in this solicitation.

Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the Contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default."

48. DELIVERY SCHEDULES

Delivery of ordered product shall be completed in full within three (3) working days after receipt of an order (ARO), unless otherwise agreed to by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

49. URGENT DELIVERY

Contractor shall make urgent deliveries during regular working hours for minimum delivery requirements within two (2) working days ARO at NO ADDITIONAL COST to the State or local agencies. Urgent deliveries are not anticipated to occur often and should be kept to a minimum by the ordering State or local agencies.

50. DELIVERY SECURITY REQUIREMENTS

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries, and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

51. FREE ON BOARD (F.O.B.) DESTINATION

All prices offered shall be F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

52. BILL OF LADING

Contractor shall provide a Bill of Lading (BOL) with each fuel delivery.

For blended fuels, BOL shall also identify delivered product by component (e.g., volume of type 2D diesel, and volume of additives).

53. INVOICING REQUIREMENTS

Invoices shall be submitted to the ordering agency within seven (7) calendar days from date of delivery. The Contractor's invoice must include, at a minimum:

- Contractor's name, address, and telephone number
- Contract Number
- Agency Order Number (Purchase Order Number)
- Line-Item Number
- Quantity purchased
- Contract Unit Price and Extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Invoice prices shall be itemized showing the RBMP, CAR Cost fee, LCFS Cost fee, the Differential, and Additional Charges, (region base market price + differential) per gallon, Extension Price, and appropriate taxes and fees.

Invoices and payments shall be for net metered gallons delivered. Contractor must charge the agency for net metered gallons delivered only. Contractor shall provide with invoice a copy of a receipt of gallons delivered. Additionally, a copy of the "Bill of Lading" from the fuel terminal shall accompany all invoices for all deliveries. The Contractor must obtain prior approval from the DGS contract administrator before adding and/or modifying any new changes to the agency invoice.

State Departments are Federal Excise Tax exempt. DGS-PD will be responsible for furnishing all applicable exception certificates upon request from the Contractor. Local agencies shall be responsible for furnishing their own applicable exception certificates upon request from the contractor.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a Purchasing Authority Purchase Order (STD. 65) or Purchase Order in FISCAL under this contract is proof of encumbered funds for that order.

54. CAL-CARD PAYMENT

Bidders must indicate on Attachment 3 – Narrative Response if the Bidder will or will not accept the State's CAL-Card Visa credit card for order payments.

55. RANDOM SAMPLE COMPLIANCE REVIEW

The State has the option of randomly sampling offered products after award from any order to ensure compliance to contract requirements. Any products failing random sample review will be replaced by the Contractor free of charge and re-evaluated by the State. The State has the option of removing listed line items that fail random sample compliance review. Notice may be made by phone or email. Failure to submit requested information may be considered a breach of contract and subject the Contractor to Non-IT General Provisions (rev 6/21/2022), Article 26 entitled "Rights and Remedies of State for Default".

The state reserves the right to reject non-compliant fuel. If the test analysis of sampled fuel indicates non-compliance, the supplier shall be responsible for all costs related to the test analysis, removal, and disposal of non-compliant fuel from affected site storage tanks. Contractor may also be liable for any equipment damaged as a result of non-compliant fuel.

56. PRODUCT RECALL PROCEDURES

The Contractor shall provide product recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

57. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for products subject to Title 8 of the California Code of Regulations (CCR), Section 5194, Hazard Communication.

58. REPORTING REQUIREMENTS

During the contract period, Contractor is required to submit the reports outlined in this section on a monthly basis. A report template will be provided by the State to the Contractor upon award and shall contain, but will not be limited to, the data elements identified in the subsections below.

Reports shall be provided to the State Contract Administrator, in MS Excel format only, via email by the 15th day following the ending of the reporting period (previous calendar month).

Reports are required every month, including months of no new activity.

A. Contract Usage Report:

The Contract Usage Report shall detail all invoiced against the contract by both State and local governmental agencies during the specified reporting period.

The report will contain the following elements:

- Supplier Contract Usage ID
- Ordering Agency Name
- State or Local Agency Identifier
- Agency Billing Code
- Purchase Order Number
- Purchase Order Date
- Delivery Date
- Contract Line-Item Number (CLIN)
- UNSPSC Code
- Manufacturer Part Number (OEM #)
- Manufacturer (OEM)
- SKU #/ID #
- Item Description
- Unit of Measure
- Quantity in Unit of Measure
- EPP (Y/N)
- Quantity
- List Price/MSRP
- Index Date/Catalog Version
- Contract Unit Price
- Extended Contract Price Paid
- Group ID/Segment ID
- Total Local Usage
- Total Incentive Fee

B. SB/DVBE Participation Report:

The SB/DVBE Participation Report shall detail all payments to Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) subcontractors during the specified reporting period.

The report will contain the following elements:

- Monthly Sales Total
- Monthly Participation Total
- Monthly Participation
- Ordering Agency Name
- Purchase Order Number
- Purchase Order Date
- Purchase Order Total
- Subcontractor Name
- Subcontractor SB/DVBE Certification #
- Identify Subcontractor as SB/MB/DVBE/NA
- Work Performed or Product Provided
- SB Participation Amount
- DVBE Participation Amount
- Participation Payments to Subcontractors
 - Payment Issued Date
 - Check #
 - Payment Amount

SB/DVBE Participation Commitment Requirement:

Within six (6) months of contract award, the Contractor shall meet or exceed their SB and/or DVBE commitment level on a contract-to-date basis. The State reserves the right to audit records (e.g., cancelled checks, work logs, etc.) to verify the SB/DBVE subcontractors are actually performing the work committed to and being paid accordingly, as reported in the SB/DVBE Participation Report.

The corresponding percent of bid price identified on the Bidder Declaration, represents the percentage of total contract dollars to be paid to the subcontractor.

Example:

- Bidder commits to 3 percent DVBE subcontractor participation on a contract
- Total spend for the contract is \$1,000,000.00.
- Contractor shall pay subcontractor a minimum of \$30,000.00 for work performed under the contract.

C. Aging Debt Report:

The Aging Debt Report must contain the outstanding invoices by State Department for the specified reporting period.

The report will contain the following elements:

- Department Name
- Total Current Debt
- Status of Debt
 - Within Terms
 - 46-60 Days
 - 61-90 Days
 - 91-120 Days
 - Over 120 Days

D. Ad Hoc Reporting

The Contractor shall have the ability to provide ad hoc reporting capabilities at no cost to the ordering agency. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by an ordering agency or the State as a whole. The State or ordering agency may make copies of procurement data in any form and the use of such data shall not be restricted. Dependent on future reporting requirements, the State may ask that certain reports to become standard and delivered to the State on a monthly or quarterly basis.

The State reserves the right to request any additional data elements, as deemed necessary, to the reports listed in this section.

59. LOCAL GOVERNMENTAL AGENCIES INCENTIVE FEE

For all Local Governmental Agency transactions invoiced against the contract resulting from this solicitation, the Contractor will be required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. Local Governmental Agencies include cities, counties, and special districts empowered to expend public funds (PCC Section 10298). Local Governmental Agencies also include California non-executive branch departments including the University of California and California State University.

This Incentive Fee shall not be included in the Local Governmental Agency's purchase price, nor invoiced or charged to the ordering agency. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees. Payment by the Contractor shall be made monthly to DGS-PD irrespective of payment of invoice by each ordering agency.

Contractor shall submit a payment to the State of California, Department of General Services for the monthly reporting period less freight, taxes, returned products and credits. (Example, if the net Local Governmental Agency sales for a month totals \$100,000.00, the incentive fee due to DGS-PD would be \$1,250.00.)

Failure to submit correct reports and payments on a timely basis shall constitute grounds for default of this contract. Reports and payments are due for the reporting period by the 15th day of the next month in a format to be prescribed by the DGS-PD. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)

Payment may be made in the form of an electronic payment using PD EPAY or by submitting a check payable to the State of California, Department of General Services. Along with each payment, a Contract Usage Report, filtered in Excel to include only local government agency sales, shall be submitted to the State Contract Administrator. The Contract Usage Report requirements are specified in Section 58, Reporting Requirements, subsection A.

To submit Incentive Fees through PD EPAY, users must register on the DGS-PD [LPA Payment Portal](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal).

Incentive Fee payments made by check shall be submitted to the following address:

Department of General Services
Procurement Division
Contracts Management Unit
Attn: Amanda Lewis
707 Third Street, 2nd Floor
West Sacramento, CA 95605

If a Contractor holds multiple contracts, the Contractor may submit one (1) check per month covering the DGS-PD incentive fee for the total of all local governmental agency purchases. In this case, a separate report is still required for each contract and a list of the total local governmental agency sales for each contract must be included with the check.

60. STATE'S OWN BID DOCUMENTS/SOLICITATION

Only bids quoted on the State's own bid documents will be considered. Documents include all forms and attachments required to be submitted. Alteration of the State's documents may result in the rejection of the bid. Bids submitted referencing supplier attachments which include terms and conditions that conflict with the State's complete solicitation shall be considered non-responsive and such bids shall be rejected.

61. BID SUBMITTAL

Bids must be received by the bid due date and time listed on page one (1). Bids received after this date and time will not be considered.

The completed bid response shall be submitted by email as follows:

- Email bids to CMU@dgs.ca.gov
- Only bids received to this mailbox will be considered. Bids shall not be sent to any other mailbox
- Email should clearly identify in the Subject Line "Bid Response for Event ID 0000023602"
- Emails will not be opened by the Procurement Official until the required bid due date and time

Emails should not exceed ten (10) megabytes (MB). The State's mail server may automatically reject excessively large emails. Bidder may submit multiple emails if file size exceeds the recommended ten (10) MB. Multiple emails should be identified as follows: 1 of 3, 2 of 3, 3 of 3, etc.

Links to files stored on the internet (e.g., Google Drive, Dropbox) in lieu of attachments are not acceptable, and any documents stored at such links will not be reviewed.

Hard copy bids are discouraged. If a Bidder is unable to email their bid submittal, Bidder shall notify the Procurement Official immediately, but no later than four (4) days prior to bid due date. Upon approval, Bidder may be allowed to submit a hard copy of their bid.

If approved to submit a hard copy bid, Bidder shall submit the Attachment 1 – Pricing Worksheet, and Attachment 1a – Non-Award Pricing Worksheet as follows:

- Bidders shall submit one (1) hard copy and one (1) electronic copy (on a USB in Microsoft Excel format) of the completed Attachment 1 – Pricing Worksheet, and Attachment 1a – Non-Award Pricing Worksheet with the bid response
- If a discrepancy occurs between the hard copies and the electronic copies, the hard copy will take precedence

Faxed bids will not be accepted for this solicitation.

62. BID RESPONSE LIST

Bidders shall include the following documents and attachments as required in the IFB. Documents should be provided in the same order as listed below. Document links are contained in each applicable section when not attached to the solicitation.

Required with Bid Response

Description	Section
Agreement Cover Letter	13
Attachment 1 – Pricing Worksheet	19
Attachment 1a – Non-Award Pricing Worksheet	19
Attachment 3 – Narrative Response	23
California Civil Rights Laws Certification form	31
Iran Contracting Act Certification	32
Bidder Declaration Form (GSPD-05-105)	26

Requested with Bid Response, required within five (5) working days after notification from the State, before award

Description	Section
CARB Memorandum(s) of Exemption (if applicable)	15
Copy of Seller's Permit	24
Payee Data Record (STD 204)	35
Darfur Contracting Act	30
Disabled Veteran Business Enterprise Declaration Form DGS PD 843	26
Federal Debarment Certification	33

Required with the Bid Response only if the Bidder is claiming a TACPA preference

Description	Section
Target Area Contract Preference Act (TACPA), request form (Std. 830).	27
Manufacturer's Summary, form (DGS PD 525) for goods only.	27
Bidder's Summary, form (DGS PD 526) for goods and services.	27

This IFB document is not required to be submitted with bid.

The State makes no warranty that the response list is a full and comprehensive listing of every requirement specified in the IFB. Checking off the items on the list does not establish the Bidder's intent nor does it constitute responsiveness to the requirements. The list is only a tool to assist participating Bidders in compiling their bid response and does not establish intent nor does it constitute responsiveness to the requirements. Bidders are encouraged to carefully read the entire IFB. The need to verify all documentation and responses prior to the submission of bids cannot be over emphasized.

63. PUBLIC COST OPENING

All bids received by the due date and time (see page 1) will be opened and read at a public cost opening. Cost openings will be conducted through Microsoft teams. All participating Bidders and interested parties may attend by using the Microsoft Teams access information below:

Microsoft Teams Meeting Link: [Click here to join the meeting](#)
Call in: [+1 916-245-8850,,942957904#](#) United States, Sacramento
Conference ID: 942 957 904#

The cost opening will begin at 2:00 PM PT on the bid due date. Participants are encouraged to call in on time in order to be admitted.

64. ATTACHMENTS

The following list identifies the applicable Attachments for this solicitation:

- Attachment 1 – Pricing Worksheet
- Attachment 1a – Non-Award Pricing Worksheet
- Attachment 2a – State of California Bid Specification Number DGS-9130-6166A, dated 7/18/2022
- Attachment 2b – State of California Bid Specification Number DGS-9130-6166B, dated 7/18/2022
- Attachment 2c – State of California Bid Specification Number DGS-9130-6166C, dated 7/18/2022
- Attachment 3 – Narrative Response
- Attachment 4 – Delivery Locations
- Attachment 5 – Caltrans Six (6) Super Districts (A-F) Defined
- Attachment 6 – Daily Fuel Post 10/27/2022

End of Document

BID EVALUATION WORKSHEET

Event ID #: 23602
Bid Due Date: 12/13/2022
Commodity: Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur - Super District A

Lowest Compliant Big Bus:	\$26,373,592.6700
Lowest Compliant Bus:	\$26,373,592.6700

Bidder Name	SB?	DVBE?	TACPA?	Administratively Compliant?	CLIN	Qty	OPIS Price (DGS Daily Fuel Post dated 10/27/2022)	CAR Cost Fee	LCFS Fee	Red Dye \$0.01 per gallon	Differential Price	Bid Evaluation Composite Price	NET Bid Price	Technically Compliant?	Preferences/Incentives Applied							EVALUATION Bid Price	Compliant?			
															Buyers MUST read the instructions/notes for the 25% Subcontracting/DVBE/TACPA % cells (1st tab and/or red corner box - hover over the cell) to make sure they apply preferences only when necessary.									SB (%)	SB Preference Value (\$)	Subcontracting (%)
AAA Oil Inc	Sub	No	0%	Yes									\$28,287,970.1700	Yes	0%	\$0.00	5%	\$50,000.00	0%	\$0.00	0%	\$0.00	\$0.00			
Super District A 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					A101	2,500,000	\$3.5374	\$0.2262	\$0.083600			\$0.3750	\$4.2222	\$10,555,500.0000												
Diesel #2 Ultra Low Sulfur					A102	350,000	\$3.8581	\$0.2881	\$0.093605			\$0.4150	\$4.6548	\$1,629,181.7500												
Diesel #2 Ultra Low Sulfur (Red Dyed)					A103	500,000	\$3.8581	\$0.2881	\$0.093605	\$ 0.01		\$0.4150	\$4.6648	\$2,332,402.5000												
Ethanol (E85)					A104	500	\$3.42667					\$2.2500	\$5.6767	\$2,838.3350												
Super District A 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					A101	2,500,000	\$3.5374	\$0.2262	\$0.083600			\$0.1550	\$4.0022	\$10,005,500.0000												
Diesel #2 Ultra Low Sulfur					A102	350,000	\$3.8581	\$0.2881	\$0.093605			\$0.1775	\$4.4173	\$1,546,056.7500												
Diesel #2 Ultra Low Sulfur (Red Dyed)					A103	500,000	\$3.8581	\$0.2881	\$0.093605	\$ 0.01		\$0.1775	\$4.4273	\$2,213,652.5000												
Ethanol (E85)					A104	500	\$3.42667					\$2.2500	\$5.6767	\$2,838.3350												
Hunt & Sons Inc.	No	No	0%	Yes									\$26,373,592.6700	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$26,373,592.6700	
Super District A 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					A101	2,500,000	\$3.5374	\$0.2262	\$0.083600			\$0.0175	\$3.8647	\$9,661,750.0000												
Diesel #2 Ultra Low Sulfur					A102	350,000	\$3.8581	\$0.2881	\$0.093605			\$0.0275	\$4.2673	\$1,493,556.7500												
Diesel #2 Ultra Low Sulfur (Red Dyed)					A103	500,000	\$3.8581	\$0.2881	\$0.093605	\$ 0.01		\$0.0275	\$4.2773	\$2,138,652.5000												
Ethanol (E85)					A104	500	\$3.42667					\$0.0175	\$3.4442	\$1,722.0850												
Super District A 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					A101	2,500,000	\$3.5374	\$0.2262	\$0.083600			-\$0.0475	\$3.7997	\$9,499,250.0000												
Diesel #2 Ultra Low Sulfur					A102	350,000	\$3.8581	\$0.2881	\$0.093605			-\$0.0375	\$4.2023	\$1,470,806.7500												
Diesel #2 Ultra Low Sulfur (Red Dyed)					A103	500,000	\$3.8581	\$0.2881	\$0.093605	\$ 0.01		-\$0.0375	\$4.2123	\$2,106,152.5000												
Ethanol (E85)					A104	500	\$3.42667					-\$0.0225	\$3.4042	\$1,702.0850												
Pinnacle Petroleum Inc.	Sub	No	0%	Yes									\$26,436,330.1700	Yes	0%	\$0.00	5%	\$50,000.00	0%	\$0.00	0%	\$0.00	\$0.00	\$50,000.00	\$26,386,330.1700	
Super District A 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					A101	2,500,000	\$3.5374	\$0.2262	\$0.083600			\$0.0625	\$3.9097	\$9,774,250.0000												
Diesel #2 Ultra Low Sulfur					A102	350,000	\$3.8581	\$0.2881	\$0.093605			\$0.1192	\$4.3590	\$1,525,651.7500												
Diesel #2 Ultra Low Sulfur (Red Dyed)					A103	500,000	\$3.8581	\$0.2881	\$0.093605	\$ 0.01		\$0.1000	\$4.3498	\$2,174,902.5000												
Ethanol (E85)					A104	500	\$3.42667					\$2.0000	\$5.4267	\$2,713.3350												
Super District A 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					A101	2,500,000	\$3.5374	\$0.2262	\$0.083600			-\$0.1790	\$3.6682	\$9,170,500.0000												
Diesel #2 Ultra Low Sulfur					A102	350,000	\$3.8581	\$0.2881	\$0.093605			\$0.0029	\$4.2427	\$1,484,946.7500												
Diesel #2 Ultra Low Sulfur (Red Dyed)					A103	500,000	\$3.8581	\$0.2881	\$0.093605	\$ 0.01		\$0.3515	\$4.6013	\$2,300,652.5000												
Ethanol (E85)					A104	500	\$3.42667					\$2.0000	\$5.4267	\$2,713.3350												

BID EVALUATION WORKSHEET

Event ID #: 23602
Bid Due Date: 12/13/2022
Commodity: Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur - Super District B

Lowest Compliant Big Bus:	
Lowest Compliant Bus:	\$25,808,118.6300

Bidder Name	SB?	DVBE?	TACPA?	Administratively Compliant?	CLIN	Qty	OPIS Price (DGS Daily Fuel Post dated 10/27/2022)	CAR Cost Fee	LCFS Fee	Red Dye \$0.01 per gallon	Differential Price	Bid Evaluation Composite Price	NET Bid Price	Technically Compliant?	Preferences/Incentives Applied							EVALUATION Bid Price	Compliant?			
															Buyers MUST read the instructions/notes for the 25% Subcontracting/DVBE/TACPA % cells (1st tab and/or red corner box - hover over the cell) to make sure they apply preferences only when necessary.									SB (%)	SB Preference Value (\$)	Subcontracting (%)
AAA Oil Inc.	Sub	No	0%	Yes									\$28,275,078.9300	Yes	0%	\$0.00	5%	\$50,000.00	0%	\$0.00	0%	\$0.00	\$0.00			
Super District B 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					B101	3,500,000	\$3.1658	\$0.2262	\$0.083600			\$0.3750	\$3.8506	\$13,477,100.0000												
Diesel #2 Ultra Low Sulfur					B102	175,000	\$3.6843	\$0.2881	\$0.093605			\$0.4150	\$4.4810	\$784,175.8750												
Diesel #2 Ultra Low Sulfur (Red Dyed)					B103	8,000	\$3.6843	\$0.2881	\$0.093605	\$ 0.01		\$0.4150	\$4.4910	\$35,928.0400												
Ethanol (E85)					B104	40,000	\$3.42667					\$2.7500	\$6.1767	\$247,066.8000												
Super District B 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					B101	3,500,000	\$3.1658	\$0.2262	\$0.083600			\$0.1550	\$3.6306	\$12,707,100.0000												
Diesel #2 Ultra Low Sulfur					B102	175,000	\$3.6843	\$0.2881	\$0.093605			\$0.1775	\$4.2435	\$742,613.3750												
Diesel #2 Ultra Low Sulfur (Red Dyed)					B103	8,000	\$3.6843	\$0.2881	\$0.093605	\$ 0.01		\$0.1775	\$4.2535	\$34,028.0400												
Ethanol (E85)					B104	40,000	\$3.42667					\$2.7500	\$6.1767	\$247,066.8000												
Hunt & Sons Inc.	No	No	0%	Yes									\$25,983,621.4300	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$25,983,621.4300	
Super District B 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					B101	3,500,000	\$3.1658	\$0.2262	\$0.083600			\$0.0175	\$3.4931	\$12,225,850.0000												
Diesel #2 Ultra Low Sulfur					B102	175,000	\$3.6843	\$0.2881	\$0.093605			\$0.0275	\$4.0935	\$716,363.3750												
Diesel #2 Ultra Low Sulfur (Red Dyed)					B103	8,000	\$3.6843	\$0.2881	\$0.093605	\$ 0.01		\$0.0275	\$4.1035	\$32,828.0400												
Ethanol (E85)					B104	40,000	\$3.42667					\$0.0175	\$3.4442	\$137,766.8000												
Super District B 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					B101	3,500,000	\$3.1658	\$0.2262	\$0.083600			-\$0.0475	\$3.4281	\$11,998,350.0000												
Diesel #2 Ultra Low Sulfur					B102	175,000	\$3.6843	\$0.2881	\$0.093605			-\$0.0375	\$4.0285	\$704,988.3750												
Diesel #2 Ultra Low Sulfur (Red Dyed)					B103	8,000	\$3.6843	\$0.2881	\$0.093605	\$ 0.01		-\$0.0375	\$4.0385	\$32,308.0400												
Ethanol (E85)					B104	40,000	\$3.42667					-\$0.0475	\$3.3792	\$135,166.8000												
Pinnacle Petroleum Inc.	Sub	No	5%	Yes									\$25,808,118.6300	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$25,808,118.6300	
Super District B 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					B101	3,500,000	\$3.1658	\$0.2262	\$0.083600			-\$0.0679	\$3.4077	\$11,926,950.0000												
Diesel #2 Ultra Low Sulfur					B102	175,000	\$3.6843	\$0.2881	\$0.093605			\$0.1202	\$4.1862	\$732,585.8750												
Diesel #2 Ultra Low Sulfur (Red Dyed)					B103	8,000	\$3.6843	\$0.2881	\$0.093605	\$ 0.01		\$0.4329	\$4.5089	\$36,071.2400												
Ethanol (E85)					B104	40,000	\$3.42667					\$0.0000	\$3.4267	\$137,066.8000												
Super District B 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					B101	3,500,000	\$3.1658	\$0.2262	\$0.083600			-\$0.0279	\$3.4477	\$12,066,950.0000												
Diesel #2 Ultra Low Sulfur					B102	175,000	\$3.6843	\$0.2881	\$0.093605			\$0.1702	\$4.2362	\$741,335.8750												
Diesel #2 Ultra Low Sulfur (Red Dyed)					B103	8,000	\$3.6843	\$0.2881	\$0.093605	\$ 0.01		\$0.1855	\$4.2615	\$34,092.0400												
Ethanol (E85)					B104	40,000	\$3.42667					-\$0.1000	\$3.3267	\$133,066.8000												

BID EVALUATION WORKSHEET

Event ID #: 23602
Bid Due Date: 12/13/2022
Commodity: Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur - Super District C

Lowest Compliant Big Bus:	
Lowest Compliant Bus:	\$23,142,197.8000

Bidder Name	SB?	DVBE?	TACPA?	Administratively Compliant?	CLIN	Qty	OPIS Price (DGS Daily Fuel Post dated 10/27/2022)	CAR Cost Fee	LCFS Fee	Red Dye \$0.01 per gallon	Differential Price	Bid Evaluation Composite Price	NET Bid Price	Technically Compliant?	Preferences/Incentives Applied							EVALUATION Bid Price	Compliant?		
															Buyers MUST read the instructions/notes for the 25% Subcontracting/DVBE/TACPA % cells (1st tab and/or red corner box - hover over the cell) to make sure they apply preferences only when necessary.									SB (%)	SB Preference Value (\$)
AAA Oil Inc.	Sub	No	0%	Yes									\$24,889,996.6000	Yes	0%	\$0.00	5%	\$50,000.00	0%	\$0.00	0%	\$0.00	\$50,000.00		
Super District C 4000 gallons or less																									
Gasoline, Unleaded (87 Octane)					C101	3,000,000	\$3.1281	\$0.2262	\$0.083600			\$0.2950	\$3.7329	\$11,198,700.0000											
Diesel #2 Ultra Low Sulfur					C102	100,000	\$3.6599	\$0.2881	\$0.093605			\$0.3450	\$4.3866	\$438,660.5000											
Diesel #2 Ultra Low Sulfur (Red Dyed)					C103	200,000	\$3.6599	\$0.2881	\$0.093605	\$0.01		\$0.3450	\$4.3966	\$879,321.0000											
Ethanol (E85)					C104	40,000	\$3.42667					\$2.7500	\$6.1767	\$247,066.8000											
Super District C 4001 gallons or more																									
Gasoline, Unleaded (87 Octane)					C101	3,000,000	\$3.1281	\$0.2262	\$0.083600			\$0.0975	\$3.5354	\$10,606,200.0000											
Diesel #2 Ultra Low Sulfur					C102	100,000	\$3.6599	\$0.2881	\$0.093605			\$0.1950	\$4.2366	\$423,660.5000											
Diesel #2 Ultra Low Sulfur (Red Dyed)					C103	200,000	\$3.6599	\$0.2881	\$0.093605	\$0.01		\$0.1950	\$4.2466	\$849,321.0000											
Ethanol (E85)					C104	40,000	\$3.42667					\$2.7500	\$6.1767	\$247,066.8000											
Hunt & Sons Inc.	No	No	0%	Yes									\$23,236,296.6000	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$23,236,296.6000	
Super District C 4000 gallons or less																									
Gasoline, Unleaded (87 Octane)					C101	3,000,000	\$3.1281	\$0.2262	\$0.083600			\$0.0175	\$3.4554	\$10,366,200.0000											
Diesel #2 Ultra Low Sulfur					C102	100,000	\$3.6599	\$0.2881	\$0.093605			\$0.0275	\$4.0691	\$406,910.5000											
Diesel #2 Ultra Low Sulfur (Red Dyed)					C103	200,000	\$3.6599	\$0.2881	\$0.093605	\$0.01		\$0.0275	\$4.0791	\$815,821.0000											
Ethanol (E85)					C104	40,000	\$3.42667					\$0.0175	\$3.4442	\$137,766.8000											
Super District C 4001 gallons or more																									
Gasoline, Unleaded (87 Octane)					C101	3,000,000	\$3.1281	\$0.2262	\$0.083600			-\$0.0475	\$3.3904	\$10,171,200.0000											
Diesel #2 Ultra Low Sulfur					C102	100,000	\$3.6599	\$0.2881	\$0.093605			-\$0.0375	\$4.0041	\$400,410.5000											
Diesel #2 Ultra Low Sulfur (Red Dyed)					C103	200,000	\$3.6599	\$0.2881	\$0.093605	\$0.01		-\$0.0375	\$4.0141	\$802,821.0000											
Ethanol (E85)					C104	40,000	\$3.42667					-\$0.0475	\$3.3792	\$135,166.8000											
Pinnacle Petroleum Inc.	Sub	No	0%	Yes									\$23,142,196.6000	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$23,142,196.6000	
Super District C 4000 gallons or less																									
Gasoline, Unleaded (87 Octane)					C101	3,000,000	\$3.1281	\$0.2262	\$0.083600			-\$0.0710	\$3.3669	\$10,100,700.0000											
Diesel #2 Ultra Low Sulfur					C102	100,000	\$3.6599	\$0.2881	\$0.093605			\$0.0476	\$4.0892	\$408,920.5000											
Diesel #2 Ultra Low Sulfur (Red Dyed)					C103	200,000	\$3.6599	\$0.2881	\$0.093605	\$0.01		\$0.0470	\$4.0986	\$819,721.0000											
Ethanol (E85)					C104	40,000	\$3.42667					-\$0.1000	\$3.3267	\$133,066.8000											
Super District C 4001 gallons or more																									
Gasoline, Unleaded (87 Octane)					C101	3,000,000	\$3.1281	\$0.2262	\$0.083600			-\$0.0100	\$3.4279	\$10,283,700.0000											
Diesel #2 Ultra Low Sulfur					C102	100,000	\$3.6599	\$0.2881	\$0.093605			\$0.1176	\$4.1592	\$415,920.5000											
Diesel #2 Ultra Low Sulfur (Red Dyed)					C103	200,000	\$3.6599	\$0.2881	\$0.093605	\$0.01		\$0.1839	\$4.2355	\$847,101.0000											
Ethanol (E85)					C104	40,000	\$3.42667					-\$0.1000	\$3.3267	\$133,066.8000											

BID EVALUATION WORKSHEET

Event ID #: 23602
Bid Due Date: 12/13/2022
Commodity: Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur - Super District D

Lowest Compliant Big Bus:	\$40,036,543.8950
Lowest Compliant Bus:	\$40,036,543.8950

Bidder Name	SB?	DVBE?	TACPA?	Administratively Compliant?	CLIN	Qty	OPIS Price (DGS Daily Fuel Post dated 10/27/2022)	CAR Cost Fee	LCFS Fee	Red Dye \$0.01 per gallon	Differential Price	Bid Evaluation Composite Price	NET Bid Price	Technically Compliant?	Preferences/Incentives Applied							EVALUATION Bid Price	Compliant?			
															Buyers MUST read the instructions/notes for the 25% Subcontracting/DVBE/TACPA % cells (1st tab and/or red corner box - hover over the cell) to make sure they apply preferences only when necessary.									SB (%)	SB Preference Value (\$)	25% SB Subcontracting (%)
AAA Oil Inc.	Sub	No	0%	Yes									\$40,960,886.8450	Yes	0%	\$0.00	5%	\$50,000.00	0%	\$0.00	0%	\$0.00	\$0.00	\$50,000.00	\$40,910,886.8450	
Super District D 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					D101	5,500,000	\$3.4219	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					D102	12,500	\$3.7736	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					D103	30,000	\$3.7736	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					D104	500	\$3.42667																			
Super District D 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					D101	5,500,000	\$3.4219	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					D102	12,500	\$3.7736	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					D103	30,000	\$3.7736	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					D104	500	\$3.42667																			
Falcon Fuels	No	No	0%	Yes									\$40,036,543.8950	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$40,036,543.8950	
Super District D 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					D101	5,500,000	\$3.4219	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					D102	12,500	\$3.7736	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					D103	30,000	\$3.7736	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					D104	500	\$3.42667																			
Super District D 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					D101	5,500,000	\$3.4219	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					D102	12,500	\$3.7736	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					D103	30,000	\$3.7736	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					D104	500	\$3.42667																			
Hunt & Sons, Inc.	No	No	0%	Yes									\$41,683,667.5950	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$41,683,667.5950	
Super District D 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					D101	5,500,000	\$3.4219	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					D102	12,500	\$3.7736	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					D103	30,000	\$3.7736	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					D104	500	\$3.42667																			
Super District D 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					D101	5,500,000	\$3.4219	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					D102	12,500	\$3.7736	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					D103	30,000	\$3.7736	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					D104	500	\$3.42667																			
Pinnacle Petroleum Inc.	Sub	No	5%	Yes									\$41,005,316.5950	Yes	0%	\$0.00	5%	\$50,000.00	0%	\$0.00	5%	\$100,000.00	\$100,000.00	\$100,000.00	\$40,905,316.5950	
Super District D 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					D101	5,500,000	\$3.4219	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					D102	12,500	\$3.7736	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					D103	30,000	\$3.7736	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					D104	500	\$3.42667																			
Super District D 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					D101	5,500,000	\$3.4219	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					D102	12,500	\$3.7736	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					D103	30,000	\$3.7736	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					D104	500	\$3.42667																			

BID EVALUATION WORKSHEET

Event ID #: 23602
 Bid Due Date: 12/13/2022
 Commodity: Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur - Super District E

Lowest Compliant Big Bus:	
Lowest Compliant Bus:	\$11,898,783.6650

Bidder Name	SB?	DVBE?	TACPA?	Administratively Compliant?	CLIN	Qty	OPIS Price (DGS Daily Fuel Post dated 10/27/2022)	CAR Cost Fee	LCFS Fee	Red Dye \$0.01 per gallon	Differential Price	Bid Evaluation Composite Price	NET Bid Price	Technically Compliant?	Preferences/Incentives Applied							EVALUATION Bid Price	Compliant?									
															Buyers MUST read the instructions/notes for the 25% Subcontracting/DVBE/TACPA % cells (1st tab and/or red corner box - hover over the cell) to make sure they apply preferences only when necessary.									SB (%)	SB Preference Value (\$)	Subcontracting (%)	25% SB Subcontracting Preference Value (\$)	25% SB DVBE (%)	DVBE Incentive Value (\$)	TACPA (%)	TACPA Preference Value (\$)	TOTAL PREFERENCES (\$)
AAA Oil Inc.	Sub	No	0%	Yes									\$12,028,432.9150	Yes	0%	\$0.00	5%	\$50,000.00	0%	\$0.00	0%	\$0.00	\$0.00	\$50,000.00	\$11,978,432.9150							
Super District E 4000 gallons or less																																
Gasoline, Unleaded (87 Octane)					E101	1,500,000	\$3.6545	\$0.2262	\$0.083600																							
Diesel #2 Ultra Low Sulfur					E102	50,000	\$4.0049	\$0.2881	\$0.093605																							
Diesel #2 Ultra Low Sulfur (Red Dyed)					E103	1,500	\$4.0049	\$0.2881	\$0.093605	\$0.01																						
Ethanol (E85)					E104	2,500	\$3.42667																									
Super District E 4001 gallons or more																																
Gasoline, Unleaded (87 Octane)					E101	1,500,000	\$3.6545	\$0.2262	\$0.083600																							
Diesel #2 Ultra Low Sulfur					E102	50,000	\$4.0049	\$0.2881	\$0.093605																							
Diesel #2 Ultra Low Sulfur (Red Dyed)					E103	1,500	\$4.0049	\$0.2881	\$0.093605	\$0.01																						
Ethanol (E85)					E104	2,500	\$3.42667																									
Falcon Fuels	No	No	0%	Yes									\$12,162,624.1150	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$12,162,624.1150							
Super District E 4000 gallons or less																																
Gasoline, Unleaded (87 Octane)					E101	1,500,000	\$3.6545	\$0.2262	\$0.083600																							
Diesel #2 Ultra Low Sulfur					E102	50,000	\$4.0049	\$0.2881	\$0.093605																							
Diesel #2 Ultra Low Sulfur (Red Dyed)					E103	1,500	\$4.0049	\$0.2881	\$0.093605	\$0.01																						
Ethanol (E85)					E104	2,500	\$3.42667																									
Super District E 4001 gallons or more																																
Gasoline, Unleaded (87 Octane)					E101	1,500,000	\$3.6545	\$0.2262	\$0.083600																							
Diesel #2 Ultra Low Sulfur					E102	50,000	\$4.0049	\$0.2881	\$0.093605																							
Diesel #2 Ultra Low Sulfur (Red Dyed)					E103	1,500	\$4.0049	\$0.2881	\$0.093605	\$0.01																						
Ethanol (E85)					E104	2,500	\$3.42667																									
Hunt & Sons Inc.	No	No	0%	Yes									\$12,447,321.7150	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$12,447,321.7150							
Super District E 4000 gallons or less																																
Gasoline, Unleaded (87 Octane)					E101	1,500,000	\$3.6545	\$0.2262	\$0.083600																							
Diesel #2 Ultra Low Sulfur					E102	50,000	\$4.0049	\$0.2881	\$0.093605																							
Diesel #2 Ultra Low Sulfur (Red Dyed)					E103	1,500	\$4.0049	\$0.2881	\$0.093605	\$0.01																						
Ethanol (E85)					E104	2,500	\$3.42667																									
Super District E 4001 gallons or more																																
Gasoline, Unleaded (87 Octane)					E101	1,500,000	\$3.6545	\$0.2262	\$0.083600																							
Diesel #2 Ultra Low Sulfur					E102	50,000	\$4.0049	\$0.2881	\$0.093605																							
Diesel #2 Ultra Low Sulfur (Red Dyed)					E103	1,500	\$4.0049	\$0.2881	\$0.093605	\$0.01																						
Ethanol (E85)					E104	2,500	\$3.42667																									
Pinnacle Petroleum Inc.	Sub	No	0%	Yes									\$11,898,783.6650	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$11,898,783.6650							
Super District E 4000 gallons or less																																
Gasoline, Unleaded (87 Octane)					E101	1,500,000	\$3.6545	\$0.2262	\$0.083600																							
Diesel #2 Ultra Low Sulfur					E102	50,000	\$4.0049	\$0.2881	\$0.093605																							
Diesel #2 Ultra Low Sulfur (Red Dyed)					E103	1,500	\$4.0049	\$0.2881	\$0.093605	\$0.01																						
Ethanol (E85)					E104	2,500	\$3.42667																									
Super District E 4001 gallons or more																																
Gasoline, Unleaded (87 Octane)					E101	1,500,000	\$3.6545	\$0.2262	\$0.083600																							
Diesel #2 Ultra Low Sulfur					E102	50,000	\$4.0049	\$0.2881	\$0.093605																							
Diesel #2 Ultra Low Sulfur (Red Dyed)					E103	1,500	\$4.0049	\$0.2881	\$0.093605	\$0.01																						
Ethanol (E85)					E104	2,500	\$3.42667																									

BID EVALUATION WORKSHEET

Event ID #: 23602
Bid Due Date: 12/13/2022
Commodity: Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur - Super District F

Lowest Compliant Big Bus:	
Lowest Compliant Bus:	\$25,575,796.7150

Bidder Name	SB?	DVBE?	TACPA?	Administratively Compliant?	CLIN	Qty	OPIS Price (DGS Daily Fuel Post dated 10/27/2022)	CAR Cost Fee	LCFS Fee	Red Dye \$0.01 per gallon	Differential Price	Bid Evaluation Composite Price	NET Bid Price	Technically Compliant?	Preferences/Incentives Applied							EVALUATION Bid Price	Compliant?			
															Buyers MUST read the instructions/notes for the 25% Subcontracting/DVBE/TACPA % cells (1st tab and/or red corner box - hover over the cell) to make sure they apply preferences only when necessary.									TOTAL PREFERENCE \$ (\$)		
															SB (%)	SB Preference Value (\$)	25% SB Subcontracting (%)	25% SB Subcontracting Preference Value (\$)	DVBE (%)	DVBE Incentive Value (\$)	TACPA (%)				TACPA Preference Value (\$)	
AAA Oil Inc.													\$25,790,284.5150	Yes	0%	\$0.00	5%	\$50,000.00	0%	\$0.00	0%	\$0.00	\$50,000.00	\$25,740,284.5150		
Super District F 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					F101	3,500,000	\$3.3634	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					F102	500	\$3.6858	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					F103	1,000	\$3.6858	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					F104	50,000	\$3.42667																			
Super District F 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					F101	3,500,000	\$3.3634	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					F102	500	\$3.6858	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					F103	1,000	\$3.6858	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					F104	50,000	\$3.42667																			
Falcon Fuels													\$26,246,411.3150	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$26,246,411.3150	
Super District F 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					F101	3,500,000	\$3.3634	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					F102	500	\$3.6858	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					F103	1,000	\$3.6858	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					F104	50,000	\$3.42667																			
Super District F 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					F101	3,500,000	\$3.3634	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					F102	500	\$3.6858	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					F103	1,000	\$3.6858	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					F104	50,000	\$3.42667																			
Hunt & Sons Inc.													\$26,253,822.1650	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$26,253,822.1650	
Super District F 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					F101	3,500,000	\$3.3634	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					F102	500	\$3.6858	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					F103	1,000	\$3.6858	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					F104	50,000	\$3.42667																			
Super District F 4001 gallons or more																										
Gasoline, Unleaded (87 Octane)					F101	3,500,000	\$3.3634	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					F102	500	\$3.6858	\$0.2881	\$0.093605																	
Diesel #2 Ultra Low Sulfur (Red Dyed)					F103	1,000	\$3.6858	\$0.2881	\$0.093605	\$0.01																
Ethanol (E85)					F104	50,000	\$3.42667																			
Pinnacle Petroleum Inc.													\$25,575,793.7150	Yes	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$25,575,793.7150	
Super District F 4000 gallons or less																										
Gasoline, Unleaded (87 Octane)					F101	3,500,000	\$3.3634	\$0.2262	\$0.083600																	
Diesel #2 Ultra Low Sulfur					F102	500	\$3.6858	\$0.2881	\$0.093605																	
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Ethanol (E85)					F104	50,000	\$3.42667																			

Evaluation and Selection Report (ESR)

For

Event ID# 0000023602

**Bulk Fuel – Regular Unleaded
Gasoline, Ethanol (E85), Diesel #2
Ultra Low Sulfur, and Red Dyed
Diesel #2 Ultra Low Sulfur**

January 18, 2023

Prepared by:
Amanda Lewis, Procurement Official
Department of General Services
Procurement Division
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

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1. SUMMARY AND BACKGROUND

1.1 Summary

Event ID# 0000023602 solicited bids for Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur. Award is based on the lowest cost bidder by individual Super District who is administratively and technically compliant. The Super Districts are as follows:

- Super District A
- Super District B
- Super District C
- Super District D
- Super District E
- Super District F

The term of the resulting contracts is three (3) years with the option to extend for two (2) additional one (1) year period(s) or portion thereof.

The Invitation for Bid (IFB) was chosen as the procurement method as there were no performance measures to compare or desirables to score.

This IFB was a procurement consisting of a Final bid submittal. The administrative and technical responses were evaluated on a pass/fail basis. Cost was evaluated for a five (5) year contract term.

1.2 Background

1.2.1 History

The contracts awarded from IFB DGS Event ID 0000023602 replace the current statewide contracts 1-18-92-01A and 1-18-91-02B expiring on April 29, 2023.

1.2.2 Release of IFB

On November 1, 2022, Event ID# 0000023602 was published in the California State Contracts Register (CSCR).

Two (2) addenda were issued and published in the CSCR as follows:

Date	Type	Summary
November 4, 2022	Change to IFB.	<ul style="list-style-type: none"> • The bid due date was changed from November 22, 2022, to December 13, 2022.
November 4, 2022	Change to Attachment 5 – Caltrans Six Super Districts Defined.	<ul style="list-style-type: none"> • Original Attachment 5 – Caltrans Six Super Districts Defined was replaced with Attachment 5 - Caltrans Six

		Super Districts Defined, Addendum 2 which updated Super District C's list of counties.
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1.2.3 Bidders' Conference

No bidders' conference was held.

1.2.4 Questions and Answers (Q&A) and Requests for Change (RFC)

There were three (3) Q&A sets posted and one (1) RFC posted.

RFC Set 1 was posted on 11/4/2022.

Q&A Set 1 was posted on 11/16/2022.

Q&A Set 2 was posted on 11/18/2022.

Q&A Set 3 was posted on 12/9/2022.

1.2.5 Draft Bids

Draft bids were not part of this procurement.

1.2.6 Final Bids

Bids were received on time from four (4) Bidders on December 13, 2022. Bids were submitted from the Bidders listed below:

Bidder	Super Districts Bid
AAA Oil, Inc.	A, B, C, D, E, F
Hunt and Sons Inc.	A, B, C, D, E, F
Falcon Fuels	D, E, F
Pinnacle Petroleum, Inc.	A, B, C, D, E, F

2. EVALUATION

2.1 Evaluation and Selection Team

The Bid Evaluation Team consisted of the following individuals:

Amanda Lewis – DGS-PD Procurement Official

Scott Fong –DGS-PD Engineer

Michael Grant – DGS-PD EPP Engineer

2.2 Bidding Requirements – Administrative and Technical Requirements

2.2.1 Administrative

The Team reviewed all submittals for administrative compliance. All Bidders were deemed to be administratively compliant.

2.2.2 Technical

The Team reviewed all submittals for technical compliance. All Bidders were deemed to be technically compliant.

2.2.3 Material Deviations

There were no material deviations.

2.3 Bidding Requirements – Cost

Cost was opened on December 13, 2022. Cost for each Super District was as follows:

Super District A:

Bidder	Cost
AAA Oil Inc.	\$28,237,970.1700
Hunt & Sons Inc.	\$26,373,592.6700
Pinnacle Petroleum Inc.	\$26,386,330.1700

Super District B:

Bidder	Cost
AAA Oil Inc.	\$28,225,078.9300
Hunt & Sons Inc.	\$25,983,621.4300
Pinnacle Petroleum Inc.	\$25,808,118.6300

Super District C:

Bidder	Cost
AAA Oil Inc.	\$24,839,996.6000
Hunt & Sons Inc.	\$23,236,296.6000
Pinnacle Petroleum Inc.	\$23,142,196.6000

Super District D:

Bidder	Cost
AAA Oil Inc.	\$40,910,886.8450
Falcon Fuels	\$40,036,543.8950
Hunt & Sons Inc.	\$41,683,667.5950
Pinnacle Petroleum Inc.	\$40,905,316.5950

Super District E:

Bidder	Cost
AAA Oil Inc.	\$11,978,432.9150
Falcon Fuels	\$12,162,624.1150
Hunt & Sons Inc.	\$12,447,321.7150
Pinnacle Petroleum Inc.	\$11,898,783.6650

Super District F:

Bidder	Cost
AAA Oil Inc.	\$25,740,284.5150
Falcon Fuels	\$26,246,411.3150
Hunt & Sons Inc.	\$26,253,822.1650
Pinnacle Petroleum Inc.	\$25,575,793.7150

All cost calculations were verified.

During evaluation it was discovered that Attachment 1 – Pricing Worksheet, had a rounding error for the price per gallon of Ethanol (E85). The E85 price per gallon on the Daily Fuel Post has five (5) places past the decimal point. For this solicitation the price per gallon for E85 should have been \$3.42667. The pricing worksheet for this line item in all Super Districts should have shown the E85 price per gallon as \$3.42667. Instead, the price per gallon for E85 showed a rounded price per gallon of \$3.4267. For some line items, the Extended Total Cost calculation used the hidden, unrounded price per gallon, for others, the Extended Total Cost calculation used the rounded price per gallon.

For Super Districts A, B, D, and E the calculation for the contract price and extended price for E85 were based off of the correct price per gallon (\$3.42667). For Super District C, 4000 gallons or less, the calculation for the contract price and extended price were based off of the correct price per gallon (\$3.42667).

For Super District C, category 4001 gallons or more, and Super District F, the calculation for the contract price and extended price were based off of the incorrect price per gallon (\$3.4267).

For fair evaluation purposes for all bids submitted, the State utilized the correct E85 price per gallon of \$3.42667 (unrounded) for all Super Districts to calculate the correct Extended Total Cost. The correction of the E85 price per gallon calculation did not impact which bidder was in line for award.

2.4 Preferences and Incentives

Preferences and incentives were available per IFB Section 27, Socioeconomic Programs.

2.4.1 Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Participation

For the purposes of this solicitation, the Disabled Veteran Business Enterprises (DVBE) participation requirement and DVBE Incentive were waived.

The following compliant Bidders claimed the SB preference. The table below identifies if the preferences were applied:

Bidder	SB %	Prime/ Subcontractor	Applied?	Comments
AAA Oil Inc.	5%	Subcontractor	Yes	<u>Super District A</u> – Applied preference did not result in Bidder having the lowest cost.
Pinnacle Petroleum	5%	Subcontractor	Yes	<u>Super District A</u> – Applied preference did not result in Bidder having the lowest cost.
AAA Oil Inc.	5%	Subcontractor	Yes	<u>Super District B</u> – Applied preference did not result in Bidder having the lowest cost.
Pinnacle Petroleum	5%	Subcontractor	No	<u>Super District B</u> – Bidder was already the lowest complaint bidder.
AAA Oil Inc.	5%	Subcontractor	Yes	<u>Super District C</u> – Applied preference did not result in Bidder having the lowest cost.
Pinnacle Petroleum	5%	Subcontractor	No	<u>Super District C</u> – Bidder was already the lowest complaint bidder.
AAA Oil Inc.	5%	Subcontractor	Yes	<u>Super District D</u> – Applied preference did not result in Bidder having the lowest cost.
Pinnacle Petroleum	5%	Subcontractor	Yes	<u>Super District D</u> – Applied preference did not result in Bidder having the lowest cost.

Bidder	SB %	Prime/ Subcontractor	Applied?	Comments
AAA Oil Inc.	5%	Subcontractor	Yes	<u>Super District E –</u> Applied preference did not result in Bidder having the lowest cost.
Pinnacle Petroleum	5%	Subcontractor	No	<u>Super District E –</u> Bidder was already the lowest compliant bidder.
AAA Oil Inc.	5%	Subcontractor	Yes	<u>Super District F –</u> Applied preference did not result in Bidder having the lowest cost.
Pinnacle Petroleum	5%	Subcontractor	No	<u>Super District F –</u> Bidder was already the lowest compliant bidder.

2.4.2 TACPA

The following compliant Bidders claimed the TACPA preference. The table below identifies if the preferences were applied:

Bidder	TACPA %	Super District	Applied?	Comments
Pinnacle Petroleum Inc.	5%	B	No	Bidder was already the lowest compliant bidder.
Pinnacle Petroleum Inc.	5%	D	Yes	Applied preference did not result in Bidder having the lowest cost.

3. SUMMARY

The Team verified the following information:

- The proposed awardees were determined responsible.
- The proposed awardees were determined responsive.
- The proposed awardees met or exceeded the technical requirements.
- Based on the analysis of the pricing, the pricing is fair and reasonable

4. RECOMMENDATION

In accordance with IFB Section 4, Method of Award, the Team recommends the following:

Super District	Bidder	Award Value
A	Hunt & Sons Inc.	\$26,373,592.67
B	Pinnacle Petroleum	\$25,808,118.63
C	Pinnacle Petroleum	\$23,142,196.60
D	Falcon Fuels	\$40,036,543.90
E	Pinnacle Petroleum	\$11,898,783.67
F	Pinnacle Petroleum	\$25,575,793.72

LPA Contract Details

Contract ID 1-23-91-02B

Contract Type	Acquisition Type	Status
Statewide Contract	NON-IT Goods	Active
Description	Supplier Name	Supplier ID
Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2	PINNACLE PETROLEUM INC	0000013085
Begin Date	Expire Date	
03/02/2023	03/01/2026	

Contract Administrator

Buyer	Email
Amanda Lewis	amanda.lewis@dgs.ca.gov
Department	Phone
DGS - Statewide Procurement	

Attachments

1-5 of 9

Attachment File

User_Instructions_91-02B.docx

Attachment File

Attachment_A_-_Contract_Pricing_Super_Districts_B,C,E,F.xlsx

Attachment_B_-_Delivery_Locations_Super_Dist_B.pdf

Attachment_B_-_Delivery_Locations_Super_Dist_C.pdf

Attachment_B_-_Delivery_Locations_Super_Dist_E.pdf

1 of 1

Contract Line Items

Item ID	Description	UOM	Unit Price	UNSPSC	UNSPSC Description	MFG Name	MFG Item ID	EPP/SABRC	Status
	Bulk Fuel - Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2	Gallon		15101506	Fuels - Petroleum & distillates - Gasoline or Petrol				Active



https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=1-23-91-02B



Department of General Services
 Procurement Division
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
 MANDATORY

ISSUE AND EFFECTIVE DATE: 3/2/2023
 CONTRACT NUMBER: 1-23-91-02B
 DESCRIPTION: Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur
 SUPER DISTRICTS: B – Districts 3 & 4
 C – Districts 6 & 10
 E – Districts 8 & 9
 F – Districts 11 & 12
 CONTRACTOR: Pinnacle Petroleum
 CONTRACT TERM: 3/2/2023 through 3/1/2026
 STATE CONTRACT ADMINISTRATOR: Amanda Lewis
 (279) 946-7876
Amanda.Lewis@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions \(rev 6/21/2022\)](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

<p>Mailing Address: Pinnacle Petroleum Inc. 16651 Gemini Lane Huntington Beach, Ca. 92647</p>	<p>Fax/Email: Fax: (714) 841-8855 Email: dispatch@pinnaclepetroleum.com</p>	<p>Contact Information: Pinnacle Petroleum Inc. Liz McKinley Phone: (714) 841-8877 Email: lmckinley@pinnaclepetroleum.com</p>
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Contract (Mandatory) 1-23-91-02B
Contract User Instructions

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description	Date
N/A	Original Contract Posted	3/2/2023

All other terms and conditions remain the same.

Contract (Mandatory) 1-23-91-02B
Contract User Instructions

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Contract (Mandatory) 1-23-91-02B
Contract User Instructions

1. SCOPE

The State's contract with Pinnacle Petroleum, Inc. (Contractor) provides Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2 at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-23-91-02B. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Bulk Fuel – Regular Unleaded Gasoline, Ethanol (E85), Diesel #2, and Red Dyed Diesel #2 to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

Contract (Mandatory) 1-23-91-02B
Contract User Instructions

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Ordering Agencies

Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](#) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency’s purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely

Contract (Mandatory) 1-23-91-02B
Contract User Instructions

manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

All available contract line items are listed on Attachment A – Contract Pricing (and Additional/Special Charges information for Super Districts B, C, E, and F.

The State will use the Oil Price Information Service (OPIS) to determine Region Base Market Price (RBMP), the CAR Cost Fee (Cap-At-The-Rack), and the LCFS Cost Fee (Low Carbon Fuel Standard). There are a total of six (6) Super Districts represented by the RBMP, CAR Cost Fee, and LCFS Cost Fee for Unleaded Regular Gasoline, Diesel #2 Ultra Low Sulfur, and Red Dyed Diesel #2 Ultra Low Sulfur. The six (6) Super Districts are identified as Eureka, Sacramento, Fresno, Los Angeles, Barstow, and San Diego.

For the base price of Ethanol (E85) Fuel, the State will use the weekly price quoted in the OPIS Ethanol & Biodiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 Racks, West Coast.

For purposes of this contract, the following racks will be used for the RBMP, CAR Cost Fee, LCFS Cost Fee, and E85 base price for the counties included in Super Districts B, C, E, and F:

Super District	Caltrans District Combined	Market Base OPIS (Unleaded, Diesel #2, Diesel #2 with Red Dye)	Market Base E-85	Counties
B	3 and 4	Sacramento	West Coast	Alameda, Butte, Colusa, Contra Costa, El Dorado, Glenn, Marin, Napa, Nevada, Placer, San Francisco, San Mateo, Santa Clara, Sierra, Solano, Sonoma, Sacramento, Sutter, Yolo, Yuba
C	6 and 10	Fresno	West Coast	Alpine, Amador, Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, Tulare, Alpine, San Joaquin, Stanislaus, Tuolumne
E	8 and 9	Barstow	West Coast	Inyo, Mono, Riverside, San Bernardino,
F	11 and 12	San Diego	West Coast	Imperial, Orange, San Diego

Contract (Mandatory) 1-23-91-02B
Contract User Instructions

If an OPIS publication is modified, the State reserves the right to re-establish the base price calculation method or cancel all or part of the contract without prejudice against any party to the contract.

RBMP, CAR Cost Fee, LCFS Cost Fee, and E85 base price will be based on OPIS data and will be posted daily by DGS-PD.

Cost Structure

Contract Composite Price for each fuel type shall be calculated according to the following table:

FUEL TYPE	OPIS INDEX	CONTRACT COMPOSITE PRICE
Unleaded Regular Gasoline	"Time of Delivery" "Rack Average" OPIS GROSS CARFG ETHANOL (10.0%).	RBMP + CAR Cost fee + LCFS Cost fee + Differential = Composite Price
Diesel #2 Ultra Low Sulfur	Daily OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES** RACK AVERAGE.	RBMP + CAR Cost fee + LCFS Cost fee + Differential = Composite Price
Red Dyed Diesel Ultra Low Sulfur	OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES** Rack AVERAGE plus (\$0.01/gal).	RBMP + CAR Cost fee + LCFS Cost fee + Differential + .01 per gallon = Composite Price
Ethanol (E85)	OPIS Ethanol & BioDiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 Racks, West Coast.	RMBP + Differential = Composite Price

Differentials:

All Differential prices quoted shall be:

- Exempt from: Federal Excise Tax
- Exclusive of: State Sales Tax, Local Sales Tax, California Motor Vehicle Fuel Tax, Leaking Underground Storage Tank Tax, Oil Spill Liability Trust Fund Tax, CAR cost fee, LCFS cost fee, AB 32 Fees.

These taxes and fees shall be listed separately on invoices and shall not be a component of the differential price. Any and all charges, levies, and/or fees not listed above shall be a component of the differential price.

Contract (Mandatory) 1-23-91-02B
Contract User Instructions**8. PUBLICATION POSTING**

The DGS-PD tracks and monitors fuel charges. The DGS-PD will prepare fuel charge documents and email to the Contractors and all end users of the contract daily the RBMP, CAR Cost Fees, and LCFS Cost Fees for all fuels.

The Contractor shall forward a copy of the DGS-PD Daily Fuel Post to all delivery locations that have been invoiced for payment to substantiate the accuracy of the base pricing on the invoice. To request the Daily Fuel Post, complete Attachment D – Fuel Rate Information Request Form and send to:

Amanda.Lewis@dgs.ca.gov or Kao.Yang@dgs.ca.gov

9. SPECIFICATIONS

All products on Attachment A, Contract Pricing, must meet or exceed the specifications in following specification attachment:

Attachment E – State of California Bid Specifications:

- Gasoline, Unleaded Regular, Bid Specification Number 9130-6166A, dated 7/18/2022
- Diesel Fuel, Type 2-D, Bid Specification Number 9130-6166B, dated 7/18/2022
- Ethanol (E85), Bid Specification Number 9130-6166C, dated 7/18/2022

10. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Liz McKinley	(714) 841-8877	lmckinley@pinnaclepetroleum.com

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Contract User Instructions

11. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](#) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Tank Size*
- Tank Fitting Type*

*Attachment B – Delivery Locations may not be the most up to date listing for tank size and tank fitting type. In order to ensure accurate Minimum Order calculation and appropriate equipment at the time of delivery, please list these items on the purchase order.

The Contractor shall not accept incomplete orders from ordering agencies.

2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract are allowed. Ordering agencies issuing blanket purchase orders must adhere to the following guidelines:

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Contract User Instructions

- a) The order does not cross into different Fiscal Years.
- b) The order is only used for items on the contract.
- c) The order does not exceed the contract period.
- d) All orders placed against the blanket purchase order must be in writing.
- e) When funds are exhausted a new order is issued.
- f) The order is issued only to one contract supplier.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

12. MINIMUM ORDER

Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. Orders for less than the minimum order quantity shall be delivered at the contract price plus a "Premium" of not more than ten cents (\$0.10) per gallon delivered. The contract allows for a two percent variance before the less than minimum fee applies. If the ordered amount meets the minimum order requirement but upon delivery the tank will not hold the minimum order quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.

Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against the contract.

13. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Pinnacle Petroleum Inc. 16651 Gemini Lane Huntington Beach, Ca. 92647	Facsimile: (714)841-8855	Email: dispatch@pinnaclepetroleum.com

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Contract User Instructions

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

14. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

Contractor has the option to reject orders from CALFIRE during fire season.

15. ORDER RECEIPT ACKNOWLEDGEMENT

The Contractor will provide ordering agencies with an email or facsimile Order Receipt Acknowledgement within two (2) working days of receipt of purchase document. The Order Receipt Acknowledgement shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Total Quantity of Fuel Ordered in Gallons
- Anticipated delivery date

16. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Delivery shall be made to the specified locations listed on Attachment B – Delivery Locations for Super Districts B, C, E, and F. All deliveries made in a tank wagon must be metered. Deliveries are to be made to the location specified on the individual purchase order. Deliveries to remote locations may, by mutual agreement between the receiving location and the Contractor, be delivered on a regularly scheduled “keep full” basis, with no additional charges to the State.

B. Add, Delete or Change Delivery Locations

To add, delete or change delivery location(s), submit Attachment C – Delivery Location Addition/Change Request Form directly to the State Contract Administrator.

Contract (Mandatory) 1-23-91-02B
Contract User Instructions**C. Delivery Equipment**

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location, and for the quantity of fuel ordered. These vehicles shall be equipped as required by applicable laws, rules or regulations with all components, such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable state personnel to verify quantities delivered. It is the responsibility of the Contractor to verify the proper connection and hose before the first delivery.

Contractor shall perform all deliveries to facilities in a safe and professional manor. Contractor's equipment shall be in good working order condition and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.

Many of the delivery locations are semi-remote and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances smaller than normal trucks may be required. A lack of familiarity with a delivery location will in no way relieve a contractor from their responsibility to fulfill the terms and conditions of the resulting contract.

D. Schedule

Delivery of ordered product shall be completed in full within three (3) working days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Acknowledgement.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Contract (Mandatory) 1-23-91-02B
Contract User Instructions

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

17. EMERGENCY/EXPEDITED ORDERS AND ADDITIONAL CHARGES**A. Urgent Deliveries:**

Contractor shall make urgent deliveries during regular working hours for minimum delivery requirements within two (2) working days ARO at NO ADDITIONAL COST to the State or local agencies. Urgent deliveries are not anticipated to occur often and should be kept to a minimum by the ordering State or local agencies.

B. Emergency Deliveries: Deliveries requested outside the regular working hours of 8:00 a.m. to 5:00 p.m. and State observed holidays shall be considered an emergency. Orders may be placed by telephone, followed by a purchase order sent to the Contractor by facsimile or US mail. Emergency delivery invoice must accompany the fuel invoice for payment of the emergency delivery fee. The emergency delivery charge shall not exceed \$120.00 per delivery. Emergency Delivery fees are not applicable to late deliveries that occur outside of regular working hours or holidays.**C. Demurrage Charge:** During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck shall be admitted to the delivery site within five (5) minutes of arrival (excluding security requirements). If the Contractor attempts to deliver fuel to a delivery site and the Contractor's truck is detained beyond the five (5) minute grace period at the delivery site for reasons such as locked gates, unavailable receiving personnel, etc. caused by the ordering agency, the Contractor shall be entitled to Demurrage fee. Demurrage time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). The demurrage time invoice must accompany the fuel invoice for payment of the demurrage fee. The demurrage fee shall not exceed \$2.50 per minute and not exceed \$150.00 per delivery. Charges, if applicable, will be applied to the amount of time the Contractor's truck was detained minus the five (5) minute grace period and not including time for security requirements.**D. Trip Charge:** During normal delivery hours of 8:00 a.m. to 5:00 p.m., the Contractor's truck, upon arrival, shall be admitted to the delivery site without delay. If the Contractor attempts to deliver fuel to a delivery site and is not admitted to the delivery site for reasons caused by the ordering agency the Contractor shall be paid a trip charge fee. Trip charge time shall be invoiced separately and supported by appropriate documentation (agreed upon delivery time, delivery logs, contact names, etc.). A trip charge fee invoice must accompany the fuel invoice for payment of trip charge fee. The trip charge shall not exceed \$250.00 per delivery.**E. Standing Time:** The State shall be entitled to standing time for up to one (1) hour at no charge for the purposes of unloading. A maximum charge of \$1.00 per minute shall be assessed for standing time in which the carrier's equipment is detained through no fault of the carrier, in excess of the one free hour. Charged time shall be supported with the appropriate documents. For payment to be processed, the

Contract (Mandatory) 1-23-91-02B
Contract User Instructions

standing time billing must accompany, on a separate invoice, the fuel billing. Start time shall begin when the carrier is ready to hook-up to the fuel tank. Each time shall conclude when carrier disconnects or is finished loading fuel into the tank.

- F. Premium for Less Than Minimum Delivery: Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. The contract allows for a 2 percent variance before the fee applies. Deliveries for less than the minimum order quantity shall be delivered at the contract price plus a "PREMIUM" of not more than ten cents (\$0.10) per gallon delivered. For payment to be processed, the Less Than Minimum Delivery Fee billing must accompany, on a separate invoice, the fuel billing. Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against this contract. If ordered amount meets the minimum delivery requirement, but upon delivery, the tank will not hold the minimum delivery quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.
- G. Late Delivery (Charged to the Contractor): The parties to this agreement acknowledge that the ordering agency shall incur actual damages should the Contractor fail to deliver the fuel as specified in the contract delivery requirements. Late Delivery charges must be supported by appropriate documentation (delivery logs, contact names, etc.). It is agreed that the Contractor will pay the ordering agency twenty-five (\$0.25) cents per gallon per order for late delivery of fuel, and the ordering agency will make an adjustment to be reflected on the invoice. Normal delivery working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except State observed holidays. (The Late Delivery Fee is fixed at \$0.25 per gallon).
- H. Winterization: Winterization shall be available for purchase from the Contractor during the winter months which typically start the month of October through the month of April each contract year (may vary depending on location). The purchase of winterization shall be added to fuel authorized only by State of California Departments and participating local agencies at a maximum cost of five cents (\$0.05) per gallon.

18. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

19. BILL OF LADING

Contractor shall provide a Bill of Lading (BOL) with each fuel delivery.

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Contract User Instructions**20. SAFETY DATA SHEET**

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

21. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Pinnacle Petroleum Inc.
Contact Name:	Amanda Lewis	Liz McKinley
Telephone:	(279) 946-7876	(714) 841-8877
Facsimile:	NA	(714)841-8855
Email:	Amanda.Lewis@dgs.ca.gov	lmckinley@pinnaclepetroleum.com
Address:	DGS/Procurement Division Attn: AMANDA LEWIS 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Pinnacle Petroleum Inc. Attn: LIZ MCKINLEY 16651 Gemini Lane Huntington Beach CA 92647

22. RANDOM SAMPLE COMPLIANCE REVIEW

The State has the option of randomly sampling offered products from any order to ensure compliance to contract requirements. Any products failing random sample review will be replaced by the Contractor free of charge and re-evaluated by the State.

The State reserves the right to reject non-compliant fuel. If the test analysis of sampled fuel indicates non-compliance, the Contractor shall be responsible for all costs related to the test analysis, removal, and disposal of non-compliant fuel from affected site storage tanks. Contractor may also be liable for any equipment damaged as a result of non-compliant fuel.

23. PRODUCT RECALL PROCEDURES

The Contractor shall provide product recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

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24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address, and telephone number
- Contract Number
- Agency Order Number (Purchase Order Number)
- Line-Item Number
- Quantity purchased
- Contract Unit Price and Extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Invoice prices shall be itemized showing the RBMP, CAR Cost fee, LCFS Cost fee, the Differential, and Additional Charges, (region base market price + differential) per gallon, Extension Price, and appropriate taxes and fees.

Invoices and payments shall be for net metered gallons delivered. Contractor must charge the agency for net metered gallons delivered only. Contractor shall provide with invoice a copy of a receipt of gallons delivered. Additionally, a copy of the "Bill of Lading" from the fuel terminal shall accompany all invoices for all deliveries.

The Contractor must obtain prior approval from the DGS contract administrator before adding and/or modifying any new changes to the agency invoice.

State Departments are Federal Excise Tax exempt. DGS-PD will be responsible for furnishing all applicable exception certificates upon request from the Contractor. Local agencies shall be responsible for furnishing their own applicable exception certificates upon request from the contractor.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a Purchasing Authority Purchase Order (STD. 65) or Purchase Order in FI\$Cal under this contract is proof of encumbered funds for that order.

25. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

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Contract User Instructions**B. CAL-Card Use**

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Pinnacle Petroleum	99-661168

27. RECYCLED CONTENT

There is no recycled content associated with this contract.

28. SB PARTICIPATION

The Small Business (SB) certification and percentage for the Contractor and subcontractor are listed below. State departments can verify that the certifications are currently valid at the following website: www.caleprocure.ca.gov

Name	Prime or Subcontract or	OSDS Certification #	SB Percent (%)
First Fuel	Subcontractor	2005329	25%

The Contractor will meet the contract SB participation percentages as follows:

State departments must identify subcontractors on individual purchase documents whenever subcontractors are used.

The Contractor has committed to SB participation at total statewide contract levels of 25 percent, respectively.

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Contract User Instructions

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. Ordering agencies must verify the participation amount with the Contractor. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. As a result, when executing purchase documents pursuant to this contract it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file.

Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern
- State department contact name, email, and phone number

State departments may request from the Contractor a monthly report providing the SB participation levels on purchase orders.

29. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications, (i.e. Darfur, Russian Sanctions, SB/DVBE, etc.), Bidder Declaration, and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of State required certifications, a Bidder Declaration document, or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

Exception: It is the responsibility of ordering departments to confirm CUF when value-added services are acquired by an ordering department and performed by certified SB/DVBE subcontractors consistent with commitments identified in the table above.

30. ATTACHMENTS

- Attachment A – Contract Pricing
- Attachment B – Delivery Locations (Super Districts B, C , E, and F)
- Attachment C – Delivery Location Addition/Change Request Form
- Attachment D – Fuel Rate Information Request Form

Contract (Mandatory) 1-23-91-02B
Contract User Instructions

Attachment E – State of California Bid Specifications:

- Gasoline, Unleaded Regular, Bid Specification Number 9130-6166A, dated 7/18/2022
- Diesel Fuel, Type 2-D, Bid Specification Number 9130-6166B, dated 7/18/2022
- Ethanol (E85), Bid Specification Number 9130-6166C, dated 7/18/2022



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: THREE-YEAR AGREEMENT FOR LANDSCAPE MAINTENANCE

BACKGROUND:

The West Valley Water District (“District”) contracts out Landscaping Maintenance for the District. The Finance Department is committed to ensuring contracts are formally solicited through an RFP or RFB process when the total contracted amount requires approval by the Board of Directors. California Landscape and Design has been the District’s Landscape Maintenance contractor since 2017 and due to the COVID-19 pandemic this was a critical service that could not be stopped or changed without potentially creating additional exposure to staff and vendors through in-person contact at job walks or site visits.

DISCUSSION:

Staff prepared and released a Request for Proposals (“RFP”) on April 27, 2023 for Landscape Maintenance throughout the District facilities as shown in **Exhibit A**. A mandatory job walk was conducted on May 8-9, 2023 where six companies attended, including the District’s current landscaping company, California Landscape & Design. Proposals were due on May 16, 2023 and the six companies submitted a proposal for Landscape Maintenance. The evaluation process was based upon experience, timeline of project, reference checks and cost for a total of 100 points as shown in **Exhibit B**. Cost was a significant factor in the decision making process for Landscape Maintenance and was assigned 60 points. A breakdown of the evaluation score and monthly cost for each company is shown in the table below.

Company	Evaluation Score	Monthly Cost
Mariposa Landscapes	99	\$ 7,445.98
Lawnscape Systems	90	\$ 8,600.00
Pest Options	81	\$ 9,818.00
California Landscape & Design	80	\$ 10,000.63
Liberty Landscaping	79	\$ 8,097.00
Excel Landscape	65	\$ 16,280.00

Through this evaluation process, Mariposa Landscapes would offer the best value at the lowest cost to the District for Landscape Maintenance.

FISCAL IMPACT:

The total 3-year agreement cost for Landscape Maintenance is \$268,055.28. Landscape Maintenance will be budgeted in FY-2023-24 and foreseen as a cost that will be budgeted in future fiscal years.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to authorize entering into a 3-year contract with Mariposa Landscapes in the amount of \$268,055.28 for Landscape Maintenance.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

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ATTACHMENT(S):

1. Exhibit A - RFP
2. Exhibit B - Sample Scoring Sheet

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD



West Valley Water District



Request for Proposals for District Landscaping Services

**Proposals due on Tuesday,
May 16, 2023 at 5:00pm**

I. INTRODUCTION

This Request for Proposals (“RFP”) describes the requested Services, the selection process, and the minimum information that must be included in proposals. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. The District reserves the right to: (1) reject any and all proposals; (2) waive minor proposal deviations, irregularities or omissions at its sole discretion; (3) disqualify any proposal that contains false or misleading information or (4) award proposal to lowest responsible responsive proposer.

The West Valley Water District (“District”) is requesting proposals from qualified firms for Landscaping Services using industry standards to comply with all applicable laws, statutory requirements, and regulations.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarifications from applicants, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the firm selected. The District has a standard two-party Professional Service Agreement (Sample Agreement), to which adherence is assumed.

II. GENERAL INFORMATION

There is no expressed or implied obligation for the District to reimburse proposers for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

III. DISTRICT BACKGROUND

The District began on February 28, 1952, when West San Bernardino County Water District was founded and became the owner and operator of three local mutual water companies. During those early years, the District supplied more water for agricultural purposes than for domestic use.

During the 1970s and 1980s, the District grew with new homes, businesses and schools soon surpassing agricultural use. There were other mergers where smaller water companies became a part of the Water District. By the end of the 1980s, the District water facilities included 180 miles of pipeline, 12 reservoirs and 15 water wells. It was during this time that the District built its office and maintenance yard on Baseline Road in Rialto, where we're still located today.

In 1992, the District was a partner in building five miles of new pipeline to bring much-needed water from the Bunker Hill Basin in San Bernardino to our area. Continuing the trend of working with our neighbors, in 1993 the District partnered with the City of Rialto to build a treatment facility for the water flowing from Lytle Creek. The Oliver P. Roemer Water Filtration Facility has been expanded twice where it accepts and treats State Water Project water, which increases the amount of water available for our customers.

In 2003, we changed our name to West Valley Water District (WVWD). By this time the District had five treatment plants, 360 miles of pipeline, 25 reservoirs, 17 wells, 20,000 service connections, and we served drinking water to approximately 66,000 residents.

In 2016, WVWD opened the nation's first perchlorate treatment facility to bring clean water directly to ratepayers using natural, bioremediation technology. Our second perchlorate treatment facility was completed in 2017. In 2018 we opened our hydroelectric generation plant and increased housing developments in our service area. Today the District serves over 80,000 residents and is continuing to grow.

IV. PRE-SUBMITTAL ACTIVITIES

All communications relating to the RFP shall be facilitated solely through PlanetBids.

V. PROPOSAL REQUIREMENTS

Proposers shall upload their proposals on PlanetBids no later than 5:00 PM, Pacific Standard Time, on Tuesday May 16, 2023.

These guidelines govern the format and the content of the proposal, and the approach to be used in its development and presentation. The proposal should be concise, well-organized and demonstrate the Consultant's and the individual team member's qualifications related to the requested Scope of Services. Each proposal shall include sections addressing the following information in the listed order. The Proposer shall be sure to include all information that it feels will enable the District to make a final decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but deemed as helpful, shall be attached to the end of the proposal. While additional data

may be presented, the following subjects (Items 1 through 5) must be included. They represent the criteria against which the proposal will be evaluated:

1. **Executive Summary** – Provide a brief overview of the entire proposal describing the highlights of the proposal. In addition to the proposal overview, please provide the following basic description information required the proposer:
 - A. Legal name and address of proposer:
 - B. Legal form of proposer (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member;
 - C. If company is a wholly owned subsidiary of a “parent company”
 - D. Address(es) of office(s) involved in providing the services; and
 - E. Name, title, address and telephone number of the person to contact concerning the proposal and the proposed lead staff person for providing the Services.
2. **Proposing Firm’s Profile** - This section shall include contact person information, address and telephone number of the Firm’s main office and branch offices. Each Firm shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). A brief firm history, including the current permanent staff size as well as local organization structure; and a discussion of the firm’s financial stability, capacity and resources.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five (5) years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years. Supplemental information that the Firm believes may be pertinent to the selection process may be provided.

3. **Experience and References** – This section shall include a brief description of the Proposer’s qualifications and previous experience during the last five (5) years supplying like services to similar public agencies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed.

Proposer shall provide a minimum of five (5) references, within the past five (5) years of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, emails and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided for each of the five (5) references. Give a brief statement of the firm’s adherence to the schedule and budget for each project. The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years of experience, within the past five (5) years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed

for bankruptcy under any business name over the past five (5) years.

4. **Proposal** – The purpose of the Proposal is to demonstrate the qualifications, pricing, competence and capacity of the firm seeking to provide the scope of services. This shall succinctly describe the proposed approach for addressing the required services, providing the required product and the firm’s ability to meet the District’s schedule, outlining the approach that would be undertaken in providing the requested services.

The Proposal should address all the points outlined in the Request for Proposal including the Cost. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the applicant’s capabilities to satisfy the requirements of the Request for Proposals.

The Proposal shall discuss how the Proposer will staff the project. Key personnel will be an important factor considered by the review committee. Key personnel will also be named in the final agreement and any changes at that time may be cause for rejection of proposal. Please include resumes of key personnel which includes names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the company’s professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Any subcontractors to be used in the performance of the study should be identified and the scope of services to be provided.

The Proposal should contain all monthly pricing information relative to performing the project as described in this Request for Proposal. The District is looking to secure a 3 year fixed monthly price contract.

The District will not be responsible for expenses incurred in preparing and submitting the Proposal. Such costs should not be included in either of the proposals submitted.

The Proposal should also include the following information:

- Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the District.
 - Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the District.
5. **Evidence of Insurance** - Proposers shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Attachment A).

A. Acknowledgement of Agreement and Statement of Exceptions

The proposer shall certify that it takes no exception(s) to this RFP, including, but not limited to, the Agency’s Standard Professional Services Agreement, included as Attachment A. If the proposer does take exception(s) to any portion of the RFP and/or Standard Professional Services Agreement, the specific exception(s) shall be identified and explained. The District is not required to negotiate with proposer or to accept, any items to which any proposer takes exception.

B. Addenda to this Request for Proposals

The proposer shall confirm in its proposal the receipt of all addenda issued to this RFP. Copies of the actual addenda do not need to be included in proposals.

VI. SELECTION SCHEDULE

The District anticipates the process for selecting a proposer and awarding the agreement will be according to the following schedule (dates not firm):

Advertise and Issue RFP:	Thursday, April 27, 2023
Mandatory Job Walk:	Monday May 8, 2023 at 7:30am and Tuesday May 9, at 7:30am at 10am at Headquarters
Proposal Due Date:	No later than 5:00 PM Pacific Standard Time on Tuesday, May 16, 2023
Evaluation of Proposals:	Week of May 16, 2023
Finance Committee:	Estimated end of May 2023
Agreement Awarded:	Estimated June 2023

VII. SELECTION PROCESS

1. Based upon the proposals submitted, the Evaluation Committee may identify a shortlist of qualified proposers to be interviewed. The evaluation process will be based upon submission of responses received and feedback obtained from the references provided. Scoring criteria will be based upon experience, timeline to complete the services, reference checks, and cost.
2. The Evaluation Committee may interview the short-listed proposers. Based upon the proposal and interview, the District will enter negotiations with the selected proposer. The negotiations will cover scope of work, schedule, terms and conditions, technical specifications, and price. If the District is unable to reach an acceptable agreement with the selected proposer, the District will terminate negotiations with the selected proposer and begin negotiations with the second ranked proposer.
3. After negotiating a proposed agreement that is fair and reasonable, it is anticipated that the Board will consider taking action to approve the agreement.

VIII. SPECIAL CONDITIONS

1. Reservations: This RFP does not commit the District to award an agreement, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for services.
2. Public Records: All proposals submitted in response to this RFP become the property of the District and public record, and as such may be subject to public review.
3. Right to Cancel: The District reserves the right to revise or cancel, for any or no reason, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, all proposers of record will be notified in writing by the Agency.
4. Additional Information: The District reserves the right to request additional information and/or clarification from any or all proposers to this RFP.
5. Public Information: Proposers who wish to release information to the public regarding selection, agreement award, or data provided by the District must receive prior written approval from the District before disclosing such information to the public.
6. Agreement for Professional Services: The selected proposer will be required to sign the attached Standard Professional Services Agreement and to provide the insurance certificates and all other required documentation within seven (7) calendar days of notification of selection.
7. Insurance Requirements: The District requires consultants doing business with it to obtain insurance as shown in the Standard Professional Services Agreement. The required insurance certificates must comply with all requirements of the standards as shown in the

agreement and must be provided (original copy) within seven (7) days of notice of selection and prior to the commencement of any Services.

8. Disclosure Provision/ Conflict of Interest: The District complies with all California statutes and regulations related to conflicts of interest. Under the applicable conflict of interest requirements, the selected proposer may be required to complete and file Form 700 with the District before starting.

IX. ATTACHMENTS

Attachment A: Agreement for Services

Attachment B: Scope of Work

Attachment C: Maps

Attachment D: Anticipated Annual Quantities

**WEST VALLEY WATER DISTRICT AGREEMENT NO.
FOR SERVICES**

THIS AGREEMENT is made this ____ day of _____ 20____, by and between the WEST VALLEY WATER DISTRICT, a County Water District organized and operating pursuant to California Water Code Section 30000 et seq. (hereinafter referred to as the "DISTRICT"), and _____, a ____ (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the DISTRICT desires to contract with CONTRACTOR to provide services for _____ referred to as "Project"); and (hereinafter referred to as "Project"); and

WHEREAS, CONTRACTOR is willing to contract with the DISTRICT to provide such services; and

WHEREAS, CONTRACTOR holds itself as duly licensed, qualified, and capable of performing said services; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONTRACTOR to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I

ENGAGEMENT OF CONTRACTOR AND AUTHORIZATION TO PROCEED

1.1 ENGAGEMENT: The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR hereby accepts the engagement, to perform certain services described in Section 2.1 of this Agreement for the term set forth in Section 6.7 of this Agreement.

1.2 AUTHORIZATION TO PROCEED: Authorization for CONTRACTOR to proceed with all or a portion of the work described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONTRACTOR shall not proceed with said work until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 **NO EMPLOYEE RELATIONSHIP:** CONTRACTOR shall perform the services provided for herein as an independent CONTRACTOR, and not as an employee of the DISTRICT. The DISTRICT shall have ultimate control over the work performed for the Project. CONTRACTOR is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONTRACTOR shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment, which the DISTRICT may be required to make on behalf of CONTRACTOR or any employee of CONTRACTOR for work performed under this Agreement.

ARTICLE II

SERVICES OF CONTRACTOR

2.1 **SCOPE OF SERVICES:** The scope of services to be performed by the CONTRACTOR under this Agreement are described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference ("Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONTRACTOR under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

2.2 **PREVAILING WAGES:** Where required, in accordance with the provisions of the California Labor Code, CONTRACTOR shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, and State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONTRACTOR shall post a copy of such determination at each job site. If applicable, CONTRACTOR shall forfeit to the DISTRICT the amount of the penalty set forth in Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONTRACTOR or by any subcontractor.

2.3 **HOURS AND WORKING CONDITIONS:** The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONTRACTOR. CONTRACTOR shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONTRACTOR shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or by any

subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

ARTICLE III

RESPONSIBILITIES OF THE DISTRICT AND OF CONTRACTOR

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONTRACTOR, will provide all pertinent information necessary for CONTRACTOR'S performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONTRACTOR is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT will designate Facilities Maintenance Technician as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define the DISTRICT's policies and decisions pertinent to the work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONTRACTOR of the change in writing.

3.3 DUTIES OF CONTRACTOR: CONTRACTOR shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall furnish and provide all labor, materials, services, tools and equipment necessary to comply with the responsibilities of the CONTRACTOR under this Agreement. The CONTRACTOR shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONTRACTOR of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONTRACTOR or its

subcontractors. CONTRACTOR’S obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONTRACTOR or its subcontractors as set forth above in this paragraph.

ARTICLE IV

PAYMENTS TO CONTRACTOR

4.1 PAYMENT: The DISTRICT will pay CONTRACTOR for work performed under this Agreement, which work can be verified by the DISTRICT, on the basis of the following: CONTRACTOR shall exercise its good faith best efforts to facilitate a full and clear definition of the scope of all assigned work so that the amount set forth in Section 4.3 of this Agreement will cover all tasks necessary to complete the work. The amount set forth in Section 4.3 of this Agreement is the maximum compensation to which CONTRACTOR may be entitled for the performance of services to complete the work for the Project, unless the Scope of Work or time to complete the work is changed by the DISTRICT in writing in advance of the work to be performed there under. Adjustments in the total payment amount shall only be allowed pursuant to Section 6.4 of this Agreement. In no event shall CONTRACTOR be entitled to compensation greater than the amount set forth in Section 4.3 of this Agreement where changes in the Scope of Work or the time for performance are necessitated by the negligence of CONTRACTOR or any subcontractor performing work on the Project.

4.2 PAYMENT TO CONTRACTOR: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice and completed Landscape Maintenance Form from CONTRACTOR, provided that all invoices are complete and product and services are determined to be of sufficient quality by the DISTRICT. CONTRACTOR shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the parties, CONTRACTOR shall provide to the DISTRICT full and complete access to CONTRACTOR'S labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 ESTIMATED CHARGES: The total estimated charges for all work under this Agreement is \$ _____ and such amount is the cost ceiling as described herein. The total estimated charges stated herein constitute the total amount agreed to.

4.4 COST FOR REWORK: CONTRACTOR shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONTRACTOR'S negligent act or omission or otherwise due substantially to CONTRACTOR'S fault.

ARTICLE V

COMPLETION SCHEDULE

5.1 **TASK SCHEDULE:** The work is anticipated to be completed in accordance with the schedule contained in the Scope of Work.

5.2 **TIME OF ESSENCE:** CONTRACTOR shall perform all services required by this Agreement in a prompt, timely, and professional manner in accordance with the above schedule. Time is of the essence in this Agreement.

ARTICLE VI

GENERAL PROVISIONS

6.1 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** CONTRACTOR shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 **SUBCONTRACTORS AND OUTSIDE CONTRACTORS:** No subcontract shall be awarded by CONTRACTOR if not identified as a subcontractor in its Proposal unless prior written approval is obtained from the DISTRICT. CONTRACTOR shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONTRACTOR subcontracts any of the work to be performed, CONTRACTOR shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONTRACTOR'S subcontractors and of the persons employed by the subcontractor, as CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONTRACTOR and the DISTRICT. CONTRACTOR shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONTRACTOR'S work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 **INSURANCE:** CONTRACTOR shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONTRACTOR. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONTRACTOR shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.

- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
- (1) Primary Coverage: The insurance policies provided by CONTRACTOR shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONTRACTOR'S insurance.
 - (2) Additional Insured: The policies of insurance provided by CONTRACTOR, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
 - (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
 - (4) Waiver of Subrogation: The insurance policies provided by CONTRACTOR shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONTRACTOR.
 - (5) Claim Reporting: CONTRACTOR shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
 - (6) Deductible/Retention: If the insurance policies provided by CONTRACTOR contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONTRACTOR

shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONTRACTOR to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

(7) CONTRACTOR'S Subcontractors: CONTRACTOR shall include all subcontractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each subcontractor verifying that the insurance for each subcontractor complies with the same insurance requirements applicable to CONTRACTOR under this Agreement.

- (c) Insurance Company Requirements: CONTRACTOR shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in Best's Key Rating Guide or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers' Compensation: CONTRACTOR shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONTRACTOR'S obligations as imposed by federal and state law having jurisdiction over CONTRACTOR'S employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.
- (2) General Liability: CONTRACTOR shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of

this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.

- (3) Automobile Liability: CONTRACTOR shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) Professional Liability: CONTRACTOR shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONTRACTOR or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (5) Property Coverage - Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONTRACTOR under this Agreement.

6.4 CHANGES IN SCOPE OR TIME: If the DISTRICT requests a change in the Scope of Work or time of completion by either adding to or deleting from the original scope or time of completion, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty-(30) calendar days from the date of receipt from CONTRACTOR of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either party by the other shall be made in writing and delivered or mailed to such party at their respective addresses as follows, or to other such address as either party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT:	West Valley Water District 855 West Base Line Road Rialto, CA 92377
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Attn: General Manager

To CONTRACTOR:

6.6 **CONTRACTOR'S ASSIGNED PERSONNEL:** CONTRACTOR designates _____ to have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONTRACTOR shall substitute with a person acceptable to the DISTRICT.

6.7 **TERMINATION:**

- (a) **If the engagement of CONTRACTOR is not extended by the mutual written consent of the DISTRICT and CONTRACTOR, then this Agreement shall expire after (3) three years from the date Agreement is approved by the DISTRICT's Board of Directors. Thereafter, this Agreement may be extended for two 1 year periods upon approval of the DISTRICT.**
- (b) Notwithstanding the above, the DISTRICT may terminate this Agreement without cause or abandon any portion of the Project by giving ten (10) days written notice thereof to CONTRACTOR. CONTRACTOR may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar day's written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONTRACTOR.
- (c) In the event of termination of this Agreement or abandonment of any portion of the Project, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONTRACTOR shall be to receive payment for all amounts due and not previously paid to CONTRACTOR for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONTRACTOR. Such payments available to the CONTRACTOR under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONTRACTOR brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either party in relation thereto, the prevailing party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONTRACTOR; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONTRACTOR, any of CONTRACTOR'S subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.
- (b) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONTRACTOR or CONTRACTOR'S subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions

employed by, or on behalf of, the CONTRACTOR or CONTRACTOR'S subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

- (c) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONTRACTOR or CONTRACTOR'S subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
- (d) It is the intent of the parties to this Agreement that the defense, indemnity and hold harmless obligation of CONTRACTOR under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONTRACTOR shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONTRACTOR shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONTRACTOR'S employees, and third persons. All work shall be performed entirely at CONTRACTOR'S risk. CONTRACTOR shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONTRACTOR shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONTRACTOR'S employees pursuant to Labor Code Section 6401.7, including any

necessary documentation regarding implementation of the program. CONTRACTOR hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONTRACTOR shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONTRACTOR for the Project shall be furnished to and become the property of the DISTRICT. CONTRACTOR agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 ASSIGNMENT: Neither party shall sign or transfer its interest in this Agreement without written consent of the other party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.13 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the party drafting same. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with in rem jurisdiction over the Project.

6.14 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.15 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.16 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.17 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WEST VALLEY WATER DISTRICT

CONTRACTOR NAME

By: _____

By: _____

(Authorized Representative of Contractor)

Printed Name: Gregory Young

Printed Name: _____

Title: President, Board of Directors

Title: _____

(Attach Acknowledgment for Authorized Representative of Contractor)

Dated: _____

Dated: _____

By: _____

Printed Name: Van Jew

License No.: _____

Title: Acting General Manager

Dated: _____

By: _____

Printed Name: Elvia Dominguez

Title: Board Secretary

Dated: _____

APPROVED AS TO FORM

ALVAREZ-GLASMAN & COLVIN

By: _____

Printed Name: Vincent Ewing

Exhibit A

Scope of Work

1.0 GENERAL

The Contractor shall provide all labor, supervision, tools, materials, and equipment necessary to maintain the landscape areas as shown in the Specifications. **Contractor is to be C-27 Landscaping licensed, Qualified Applicator Certified (QAC) and insured for General Liability, Automobile, Workers Compensation and Professional Liability.**

Each West Valley Water District (District) Facility, identified herein, shall be maintained at a frequency of not more than seven (7) calendar days.

The Contractor shall keep all specified areas continuously free of trash, debris and weeds. The Contractor shall mow, roll, edge, trim, fertilize, spray, and exercise pest control measures and cultivation, as may be necessary, during the maintenance period. All roads, driveways, sidewalks, curbs and gutters, down drains, and storm drains shall be kept free of trash, debris, weeds, and siltation at all times.

The Contractor shall maintain all areas specified, including the bare ground areas, free of weeds using any combination of chemical, cultural and/or mechanical methods at the price bid.

Maintenance is required to keep facility buildings and operational elements free of unwanted growth and to maintain the aesthetics of the facility commensurate with its public relations capacity.

The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule its operations to meet or exceed these levels and maintain the areas in neat and presentable condition at all times.

2.0 VEGETATION

2.1 SHRUBS, HEDGES, AND VINES - All shrubs, hedges, and vines shall be pruned, thinned, and trimmed on an as-needed basis to maintain a neat appearance and to promote healthy growth. All hedges will be trimmed to a height of no greater than 40 inches. All debris from lawn cuttings, hedge trimming, weeding, etc. shall be picked up and disposed of properly.

2.2 TREES - Trees will be maintained by the Contractor, including the removal of dead or diseased trees if less than 8 feet in height. Larger trees in excess of 8 feet that

require removal will be outside the scope of this maintenance contract. Trees shall be pruned regularly to maintain shape and appropriate size for the species; any suckers and water sprouts shall be removed; any branches growing too close to the property line or a vehicle travel lane shall be pruned back; any broken or damaged branches shall be removed. The Contractor shall notify the District if an entire tree needs to be removed. All debris from tree pruning shall be picked up and disposed of properly.

2.3 GROUND COVER, FLOWER BEDS, AND LAWNS - All shrubs, hedges, lawns, and vines shall be pruned, thinned, cut, and trimmed on a weekly basis to maintain a neat appearance and to promote healthy growth. All debris from lawn cuttings, hedge trimming, weeding, etc. shall be picked up and disposed of properly.

Ground covers should be trimmed as needed around trees, shrubs, etc.

Planting beds should be weeded and cleaned of leaves and debris on a weekly basis to maintain a neat and clean appearance.

Lawns are to be mowed on a bi-weekly basis to maintain a neat appearance and to promote good growth. Grass shall be edged to its' local confines (i.e., around all trees, sprinklers, fences, lights, curbs, etc.). After mowing and edging, the grass clippings shall be removed from the sidewalks, driveways, and curbs and properly disposed.

Provide material and labor to fertilize lawn, shrubs, and ground cover to provide and maintain a consistent healthy appearance. Herbicides and pesticides will be allowed and shall be used on a site by site basis as determined by the District's Facilities Maintenance Technician or Purchasing Supervisor. The Contractor shall notify the District if they are needed and ensure any chemical applications meet District approval prior to application.

3.0 REPAIR OF SPRINKLERS

The Contractor shall notify the District of any sprinkler repairs and or any repairs to irrigation system needed. Broken sprinklers, bubblers, controllers and syphon valves will be replaced immediately by the Contractor.

4.0 PERFORMANCE OF WORK

Contractor will be responsible for assuring performance and shall respond promptly to any concerns raised by the District's Facilities Maintenance Technician or Purchasing Supervisor. The Contractor will have seven (7) calendar days to correct the problem. If not corrected in that time, the Facilities Maintenance Technician or Purchasing Supervisor will send a written letter of non-compliance to the Contractor. If the concern

is still not corrected within thirty (30) calendar days, the District may pursue termination of the Contract.

4.1 INSPECTION - Upon request, a monthly inspection of the grounds, covered by this Contract, may be made by the Contractor and District.

4.2 GENERAL CLEANUP OF DEBRIS/TRASH DISPOSAL - The Contractor shall keep all areas continuously free of trash, debris and weeds. Contractor shall remove and dispose of all debris resulting from the Contractor's operations. All grass clippings deposited on roadways or walks shall be picked up after each mowing or trimming operation. All debris resulting from any of Contractor's operations shall be removed and disposed of in a legal disposal site at the Contractor's expense. No debris will be allowed to remain at the District's facilities at the end of the work day. No District containers, dumpsters or refuse receptacles will be used to dispose of landscaping debris. All roads, driveways, sidewalks, curbs and gutters, down drains, and storm drains shall be kept free of trash, debris, weeds, and siltation at all times. All walkways shall be cleaned of debris and trash shall be removed from hardscape and landscape area when on site. On raining days debris shall be picked up and storm drains shall be kept clear as no runoff past storm drains is permitted. All fence- lines must be maintained weed, trash and debris free at a minimum of five (5) feet inside and outside unless otherwise specified for each site in Section 5 of these technical specifications. All sites shall be left in a neat and presentable condition after each scheduled maintenance activity.

5.0 LIST OF SITES AND SPECIFIC AREAS OF LANDSCAPE MAINTENANCE

1. ZONE 8 RESERVOIR COMPLEX - This is a high fire-risk area. Contractor shall have fire suppression equipment as deemed appropriate by the Contractor on hand when performing weed abatement and work shall be postponed when the site is experiencing excessive winds. Access road and hillside will need to be kept clear of overgrown vegetation. Clean drainage ditches at the reservoir site and along the access road. Trim oleander hedge along the south fence. Fenced reservoir site and immediately in front will need to be maintained free of weeds by spraying, pulling or weed whacking. Graded pad adjacent to existing reservoir site will also need to be maintained clear of weeds. All other areas of the parcel can be considered natural habitat and do not require maintenance other than removal of visible trash. Inspect irrigation System for operation/leaks.

2. ZONE 7 RESERVOIR COMPLEX - This is a high fire-risk area. Contractor shall have fire suppression equipment as deemed appropriate by the Contractor on hand when performing weed abatement. Trees will need to be trimmed and fertilized to maintain a healthy appearance, both inside and outside the fenced area. Site may be sprayed for weeds, including along the side of the road fronting the fenced property. Tumble weeds will need to be removed periodically, along with trash that accumulates on the fence.

The vehicle access road shall be kept clear of rocks and sand, which may be disposed of on site in a flat location. Clean drainage ditches. Rake and remove leaves that accumulate during autumn and after heavy winds. Inspect irrigation System for operation/leaks.

3. SEMI-TROPIC FLUME - This is a high fire-risk area. Contractor shall have fire suppression equipment as deemed appropriate by the Contractor on hand when performing weed abatement. Oleander hedges need to be trimmed. Site may be sprayed for weeds, although weeds in the xeriscape area in the front should be pulled by hand. Remove trash and tumbleweeds as needed. Inspect irrigation System for operation/leaks.

4. WELL 54 - Weed whack and pull weeds as necessary. Remove trash and debris that accumulates on the fence. Remove trash along the sidewalk and parkway area in front of the site. The lawn and trees in the parkway in front of the well site do not need to be maintained as part of this contract.

5. ZONE 6 RESERVOIR COMPLEX - Weed whack and pull weeds as necessary. Spraying is not allowed within 100 feet of a potable water well. Natural habitat on the northwest of the property does not need to be sprayed or weed whacked, although visible trash should be removed. Vehicle access roads need to be maintained free of rocks and sand, which may be disposed of on site in a flat location. Remove tumble weeds as needed. Trim and fertilize the two palm trees in the xeriscape garden by the front entrance. Maintain the area behind the fence, along the southeast property line, up to the block wall. This area previously had trees but they have been removed and only tree stumps remain. The tree stumps do not need to be removed as part of this contract. Remove trash along the sidewalk and parkway area in front of the site and on the back of the site on Via Bello Dr. The trees and lawn in front of the site and back of the site do not need to be maintained as part of this contract. Rake and remove leaves that accumulate during autumn season and after heavy winds. Inspect irrigation System for operation/leaks.

6. ZONE 5 RESERVOIR COMPLEX - Weed whack and pull weeds as necessary. Spraying is not allowed within 100 feet of a concrete reservoir. Natural habitat on the northwest of the property does not need to be sprayed or weed whacked, although visible trash should be removed. Vehicle access roads need to be maintained free of rocks and sand, which may be disposed of on site in a flat location. Remove tumble weeds as needed. Front of property needs to be maintained free of weeds and trash. The area in between the concrete reservoirs in the front and the steel tank in the back is not a District property and does not need to be maintained other than removal of trash that accumulates along the fences. Inspect irrigation System for operation/leaks.

7. VACANT LOT NW OF OLIVER P. ROEMER WATER FILTRATION FACILITY - This lot needs to be disked and vegetation turned over such that it does not pose a fire risk. The area between the street and the fence needs to be sprayed with herbicide and weed whacked as needed. Trash and tumble weeds shall be removed as needed.
8. OLIVER P. ROEMER WATER FILTRATION FACILITY - Spray for weeds and weed whack as necessary, including the area between the street and the wrought iron fence on Riverside Avenue. Trees, bushes, fountain grass, and hedges need to be trimmed. Leaves, flowers, and other plant debris need to be removed periodically, particularly during leaf drop in autumn. Palm trees need to be fertilized. Inspect irrigation System for operation/leaks.
9. LYTLE CREEK SANDBOX - Spray for weeds and weed whack as necessary. Remove tumble weeds.
10. LYTLE CREEK METERING STATION (PARSHALL FLUME) - Spray for weeds and weed whack as necessary. Remove tumble weeds. Fertilize and trim the redwood tree and remove suckers.
11. WELL 22 - Weed whack and pull weeds as necessary. The area between the street and the fence needs to be maintained free of weeds and trash. This site includes Well 22 and the Linden Yard adjacent to it on the west side, accessed from Vineyard Avenue. The reservoir complex to the south does not belong to the District and therefore does not need to be maintained. Vineyard is an unpaved road, but a buffer outside the fence line of approximately 10 feet needs to be maintained free of weeds and trash.
12. ZONE 4 RESERVOIR COMPLEX - Weed whack and pull weeds as necessary. Spraying is prohibited within 100 feet of a potable water well. Trim trees, including the crape myrtles in the front and the pine trees in the back. Mow the lawn around the weather station as needed to maintain a neat and healthy appearance. Fertilize the lawn and trees as needed. Rake and remove leaves, pine cones, and pine needles as needed. This site requires manual watering of the trees along the back of the property. The valve is located behind the reservoir and should be open upon arrival and closed once site maintenance is completed. Watering does not need to take place during brief visits to perform blow down and picking up of trash. Inspect irrigation System for operation/leaks.
13. RESERVOIR 4-3 - Spray for weeds and weed whack as necessary. The natural habitat areas, primarily found on the west and north sides of the property and on the slope around the reservoir do not need to be weed whacked or sprayed, but any visible trash should be removed. The gravel road just inside the fence should be maintained free of large weeds by either spraying or by mechanical means. Tumble weeds should be removed periodically. Inspect irrigation System for operation/leaks.

14. WELL 1A - Weed whack and pull weeds as necessary. This site includes Well 1, Well 1A, and Booster 4-3, all fenced individually. The fenced areas and a 5-foot buffer along the outside of the fence need to be maintained weed-free.
15. ARSENIC PLANT - Spray for weeds and weed whack as necessary. The fenced area and a 5-foot buffer along the outside of the fence need to be maintained weed-free. Inspect irrigation System for operation/leaks.
16. WELL 34 - Weed whack and pull weeds as necessary. The fenced area and a 2-foot buffer along the outside of the fence need to be maintained weed-free. Inspect irrigation System for operation/leaks.
17. WELL 2 - Weed whack and pull weeds as necessary. The fenced area and a 2-foot buffer along the outside of the fence need to be maintained weed-free. Inspect irrigation System for operation/leaks.
18. WELL 4A - Weed whack and pull weeds as necessary. This site includes Well 4A and a site used for communications, each fenced individually. The fenced areas need to be maintained weed free as well as a 2-foot buffer along the outside of the fence next to the wash and a 5-foot buffer along the outside of the fence on the remaining three sides. Inspect irrigation System for operation/leaks.
19. WELL 5A - Weed whack and pull weeds as necessary. The fenced area and a 5-foot buffer along the outside of the fence need to be maintained weed-free. Inspect irrigation System for operation/leaks.
20. WELL 35A - Weed whack and pull weeds as necessary. The fenced are and a 5-foot buffer along the outside of the fence need to be maintained weed-free.
21. LORD RANCH - Weed whack and pull weeds as necessary. Spraying is prohibited within 100 feet of potable water wells. Entrance to the site is on Pepper Avenue, although address is on Martin Rd. The detention basin needs to be maintained clear of vegetative growth, by chemical or mechanical means. Disking may be necessary. Remove tumble weeds and trash. Debris from eucalyptus trees should be raked and removed periodically. Eucalyptus and palm trees should be trimmed as needed to maintain a clean trunk and neat appearance.
22. MERIDIAN TURNOUT - Spray for weeds and weed whack as necessary. This site is accessible through Martin Road, off of Baseline Road. It includes the meridian turnout structure, a communications tower, and a metering vault. This site is not fenced, but a 10-foot buffer around the facilities should be maintained weed-free and trash free.

23. BOOSTER STATION 4-2 Weekly (Wednesday before 7am) - Weed whack and pull weeds as necessary. Spraying is not allowed within 100 feet of a concrete reservoir. Only the site within the fenced area needs to be maintained. Areas outside the fence are maintained under a separate contract. Inspect irrigation System for operation/leaks.
24. RESERVOIR 3A-2 - **Weekly (Wednesday before 7am)** - Spray for weeds and weed whack as necessary, including the area between the road and the fence. Trim and fertilize palm trees. Trim hedges and bushes along the fence on Cactus Avenue. This site includes reservoir 3A-2, the adjacent IX treatment facility, and the east side of reservoir 3A-2. Spraying is prohibited on the east side of reservoir 3A-2, as this is a concrete reservoir. The other three sides of reservoir 3A-2 are maintained under a separate contract and should not be included in this bid. Inspect irrigation System for operation/leaks.
25. WELL 6 - Weed whack and pull weeds as necessary, including along the driveway leading to the well site. Trim back any tree branches and other plants that hang over the wall.
26. WELL 11 - Weed whack and pull weeds as necessary. Trim back any tree branches and other plants that hang over the fence, except for very tall trees where the branches are high enough not to impede vehicular access through the site. Trim the trees in front of the site on Victoria Street.
27. WELL 30 - Weed whack and pull weeds as necessary. This site includes a small sampling station outside the fenced property, approximately 400 feet to the north, in line with the access road. A 10-foot buffer around the sampling station should be maintained weed-free. Due to equipment and materials piles, no maintenance along the outside perimeter of the fenced area is required for this site. Remove any trash and tumble weeds that accumulate on the fence.
28. WELL 15 - Weed whack and pull weeds as necessary. Maintain a 5-foot buffer around the fenced area weed-free.
29. EAST COMPLEX - Weed whack and pull weeds as necessary. Spraying is prohibited within 100 feet of potable water wells. Trim pepper trees near the entrance and manually water them when performing site maintenance. Detention basin shall be maintained weed-free. Trim back tree branches hanging over the fence, in order to keep a clear path for vehicles. Maintain the sidewalk and the parkway area between the curb and the fence free of weeds and trash.
30. WELL 16 - Weed whack and pull weeds as necessary. No spraying of chemicals is allowed within 100 feet of well head. Maintain the sidewalk and the parkway area

between the curb and the fence weed-free. Remove tumble weeds periodically as they accumulate along the fence.

31. WELL 17 - Weed whack and pull weeds as necessary. No spraying of chemicals is allowed within 100 feet of well head. Trim back tree branches that hang over the wall. Maintain the sidewalk and driveway weed-free. Remove tumble weeds periodically as they accumulate along the fence.

32. ZONE 2-3 PERCHLORATE TREATMENT SYSTEM - Weed whack and pull weeds as necessary. No spraying of chemicals within 100 feet of concrete reservoir. Only the areas inside the fence need to be maintained.

33. VACANT LOT ON WILLOW AVENUE - Weed whack and pull weeds as necessary.

34. WELL 42 - Weed whack and pull weeds as necessary. No spraying of chemicals within 100 feet of well head. Keep the access road clear of weeds and trash. Access to this site is from Wildrose Avenue.

35. WELL 18A and adjacent property - Weed whack and pull weeds as necessary. No spraying of chemicals within 100 feet of well head. This site includes Well 18A and Well 18, which is on the other side of the fence and accessible from Valley Blvd.

36. WELL 37 - Weed whack and pull weeds as necessary. No spraying of chemicals within 100 feet of well head. Remove trash and tumble weeds that accumulate on fence. Sweep the steps and keep the gutter free of trash.

37. WELL 39 - SOUTH SHOP - Weed whack and pull weeds as necessary. No spraying of chemicals within 100 feet of well head.

38. VACANT LOT ON 12TH STREET - Weed whack and pull weeds as necessary. Access this site by using the SCE utility maintenance road.

39. WELL 40 - Weed whack and pull weeds as necessary. No spraying of chemicals within 100 feet of well head. Ensure the front of the property between the curb and the fence is kept free of trash and debris.

40. WELL 41 - Weed whack and pull weeds as necessary. No spraying of chemicals within 100 feet of well head. Remove tumble weeds and trash that may accumulate on the fence.

41. RESERVOIR 3-3 - Weed whack, spray, and pull weeds as necessary to keep the area around the reservoir and reservoir entrance free of weeds. The paved access road should be kept clear of weeds and rocks. The easement in between two houses at the end of Vista Cielo Court should also be maintained free of weeds and trash. Clean the

drainage ditch above the reservoir, just outside the fence. This is very steep terrain and Contractor is urged to use caution and any safety equipment deemed necessary to ensure worker safety. This is a high fire-hazard area and the Contractor will need to have fire suppression equipment as deemed appropriate by the Contractor on hand when performing maintenance at this site. The steep slope between the fence and the vehicle access road around the reservoir can be considered natural habitat and does not need weed abatement. However, any visible trash should also be removed from this area. Inspect irrigation System for operation/leaks.

42. RESERVOIR 3-1 (BIG ALDER) - Weed whack, spray, and pull weeds as necessary to keep the fenced area around the reservoir free of weeds. Trim back any branches growing over the fence. Remove trash and tumble weeds that accumulate on the fence.

43. ZONE 2 RESERVOIR COMPLEX (LITTLE ALDER) - Weed whack, spray, and pull weeds as necessary to keep the fenced area around the reservoirs free of weeds. Trim back any branches growing over the fence. Remove trash and tumble weeds that accumulate on the fence.

44. RESERVOIR 2-4 - Weed whack, spray, and pull weeds as necessary to keep the access road around the reservoir free of weeds. Any rocks and sand on the road should be cleared and can be disposed of on site on a flat location. The pedestals for the light poles shall have a 2-foot buffer that needs to be kept weed-free. The road leading up to the reservoir entrance needs to be kept free of weeds and trash. The natural habitat between the perimeter fence and the vehicle access road does not need weed abatement but visible trash should be removed. Keep the drainage ditches clear of any weeds, sediment, and other debris.

45. RESERVOIR 2-4 OVERFLOW BASIN - Weed whack, spray, and pull weeds as necessary to keep the site free of weeds, including the frontage between the fence and the curb. Remove any trash from the site. Trim and fertilize the trees and hedges to maintain a healthy appearance. Rake and remove leaves as needed. Inspect irrigation System for operation/leaks.

46. SAN BERNARDINO VALLEY WELL SITE - 9TH STREET & PERRIS STREET SAN BERNARDINO - Weed whack and pull weeds as necessary. Keep site free of trash and debris. Trim trees away from fence and overhang, maintain bushes and sidewalk area.

47. SAN BERNARDINO VALLEY WELL SITE - NEXT TO 9TH STREET BOYS AND GIRLS CLUB IN SAN BERNARDINO - Weed whack and pull weeds as necessary. Keep site free of trash and debris. Trim trees away from fence and overhang, maintain bushes and sidewalk area.

48. HEADQUARTERS 855 W. BASELINE ROAD - **Weekly (Wednesday before 7am)** Spray for weeds and weed whack as necessary, Trees, bushes, fountain grass, and hedges need to be trimmed. Leaves, flowers, and other plant debris need to be removed weekly, particularly during leaf drop in autumn. Maintain all areas along fence line. All area to be blown and or picked up of loose materials. Bushes, hedges, and all plants in garden and surrounding areas need to be trimmed. Palm trees need to be trimmed/fertilized on Cactus Avenue. Inspect irrigation System for operation/leaks.

49. RESERVOIR 3A-1 - **Weekly (Wednesday before 7am)** Spray for weeds and weed whack as necessary, Trees, bushes, fountain grass, and hedges need to be trimmed. Leaves, flowers, and other plant debris need to be removed weekly, particularly during leaf drop in autumn. Maintain all areas along fence line. All area to be blown and or picked up of loose materials. Bushes, hedges, and all plants in garden and surrounding areas need to be trimmed.

50. ALDER AVE (ROAD BETWEEN RESEVOIR 3-1 AND JURUPA AVE) - Blow down and pick up trash.

51. AS NEEDED ON CALL BASIS FOR DISTRICT - Cleanup, weed abatement, bee removal, bush/hedge trimming, tree removal/trimming around various assets.

6.0 SPRAYING OF CHEMICALS

6.1 The Contractor shall maintain at all times a current Qualified Applicator License (QAL) if they plan on using chemical spraying to complete the required maintenance.

6.2 Spraying of chemicals shall not be permitted within one-hundred (100) feet of potable water wells nor within one-hundred (100) feet of concrete reservoirs.

6.3 Spraying shall not take place on windy days.

6.4 Appropriate personal protective equipment (PPE) shall be worn during spraying of chemicals.

7.0 SPECIAL CONDITIONS

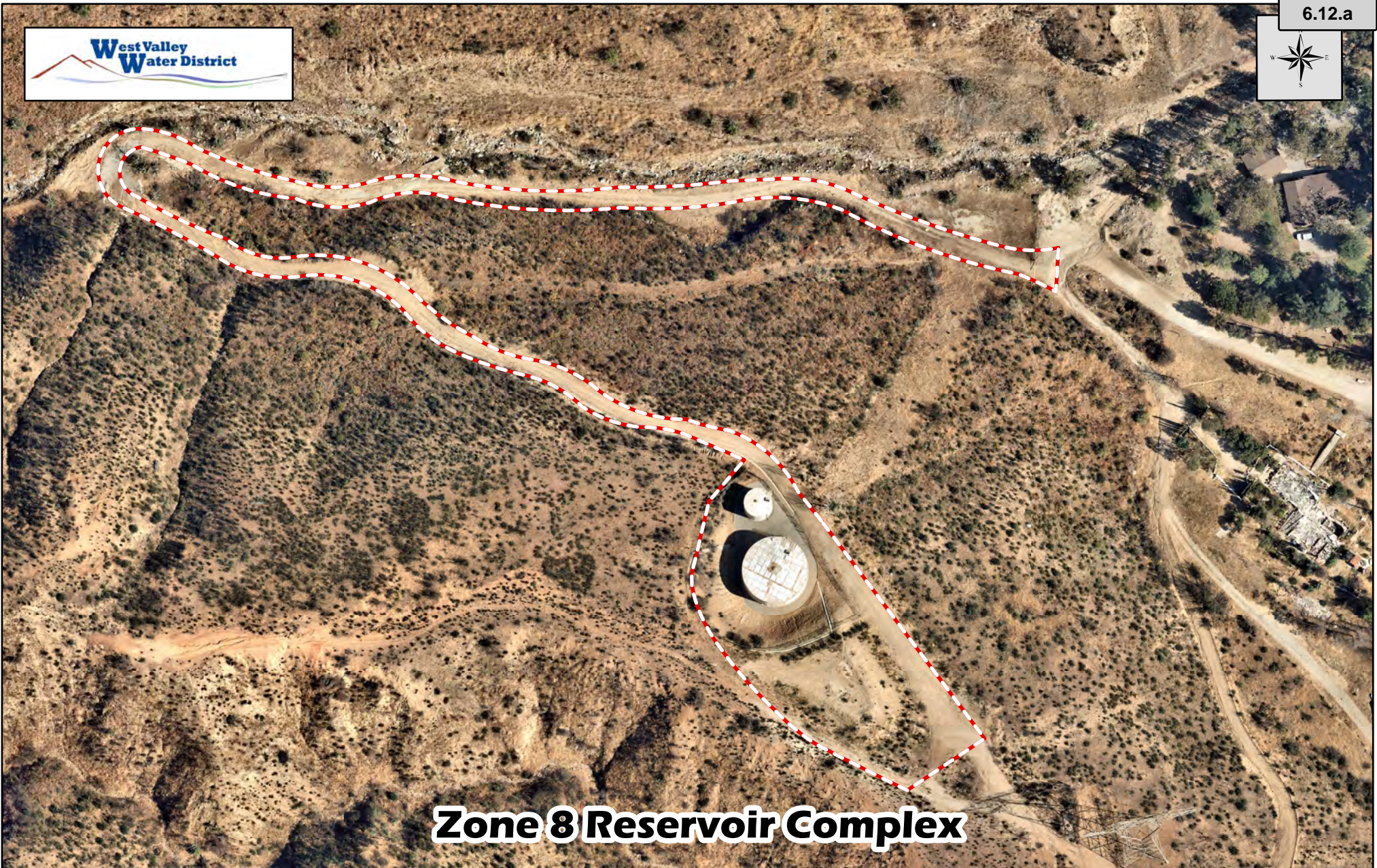
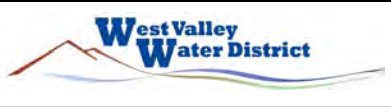
7.1 In the event new sites are added, the Contractor will be given an opportunity to provide a price for maintaining that property.

7.2 In the event that a site is deleted, the reasonable pro-rated price for maintaining that site will be deducted from the payment amount owed to Contractor.

7.3 In the event of a delay due to weather conditions the Contractor shall complete scheduled maintenance within seventy-two (72) hours of permissible weather.

7.4 The contractor will submit via email a list of all sites that were maintained for the month to the District's Facilities Maintenance Technician and Purchasing Supervisor describing the work performed and the date in which it was completed for each facility listed in this scope of work. The email will be submitted no later than the 10th day of each month for the previous month. Failure to do so will result in the District withholding 100% of the invoiced amount until all required documentation is received. The District's Facilities Maintenance Technician or Purchasing Supervisor will validate that the work was satisfactorily completed.

8.0 MAP OF SITES OF LANDSCAPE MAINTENANCES



Zone 8 Reservoir Complex

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
1	Zone 8 Reservoir Complex	4	4	2	2		2					

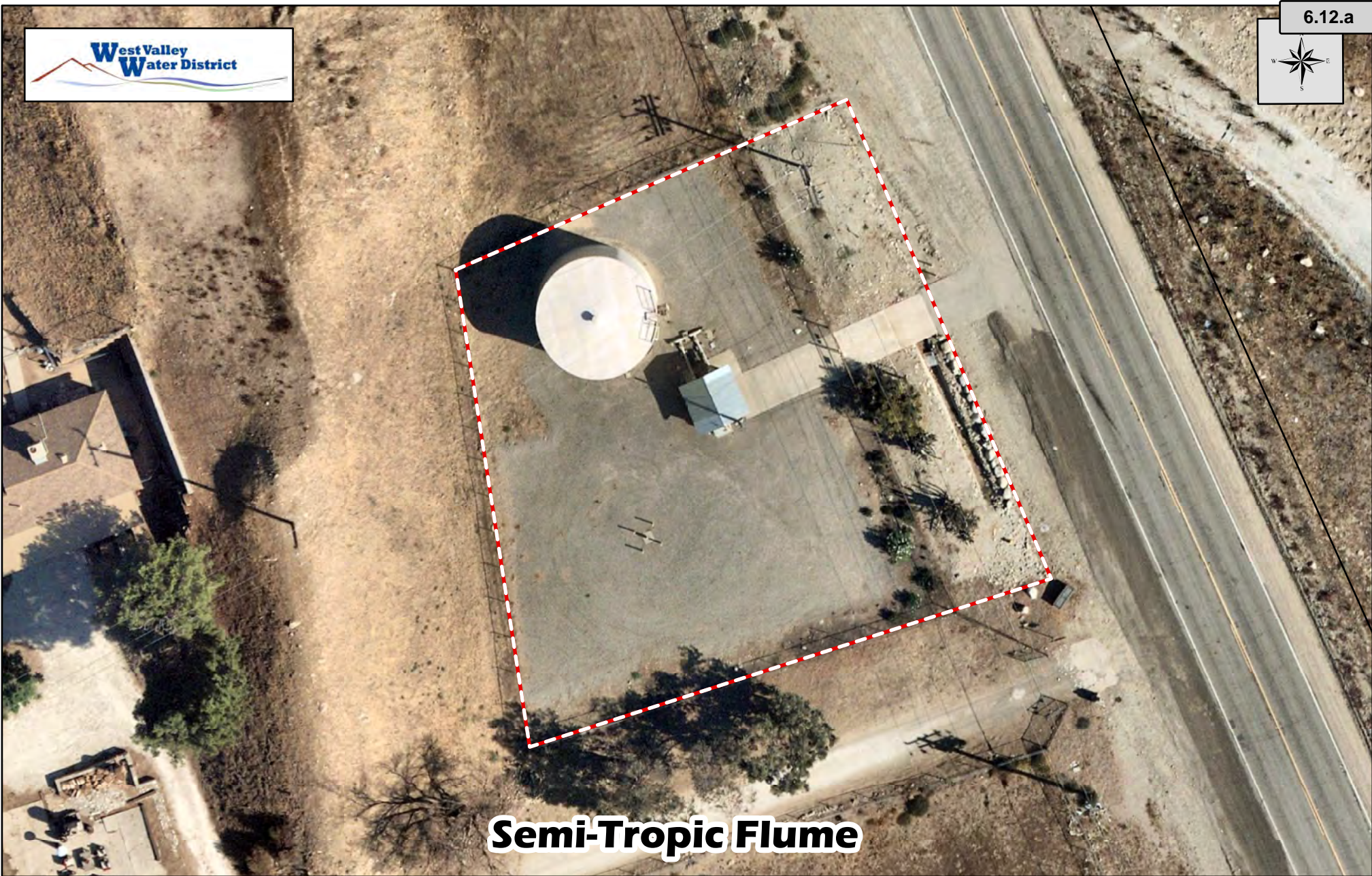
Acreage: 1.77 acres
Area: 77,173 sq. ft.



Zone 7 Reservoir Complex

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
2	Zone 7 Reservoir Complex	26	4	4	3	2	2	2	1			

Acreage: 3.69 acres
Area: 160,635 sq. ft.



Semi-Tropic Flume

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
3	Semi-Tropic Flume	26	2	2	2	2						

Acreage: 0.42 acres
Area: 18,170 sq. ft.



Well 54

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
4	Well 54	52		2								

Acreage: 0.62 acres
Area: 27,211 sq. ft.



Zone 6 Reservoir Complex

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
5	Zone 6 Reservoir Complex	52	6	6	3		2	2	1			

Acreage: 6.25 acres
Area: 272,400 sq. ft.

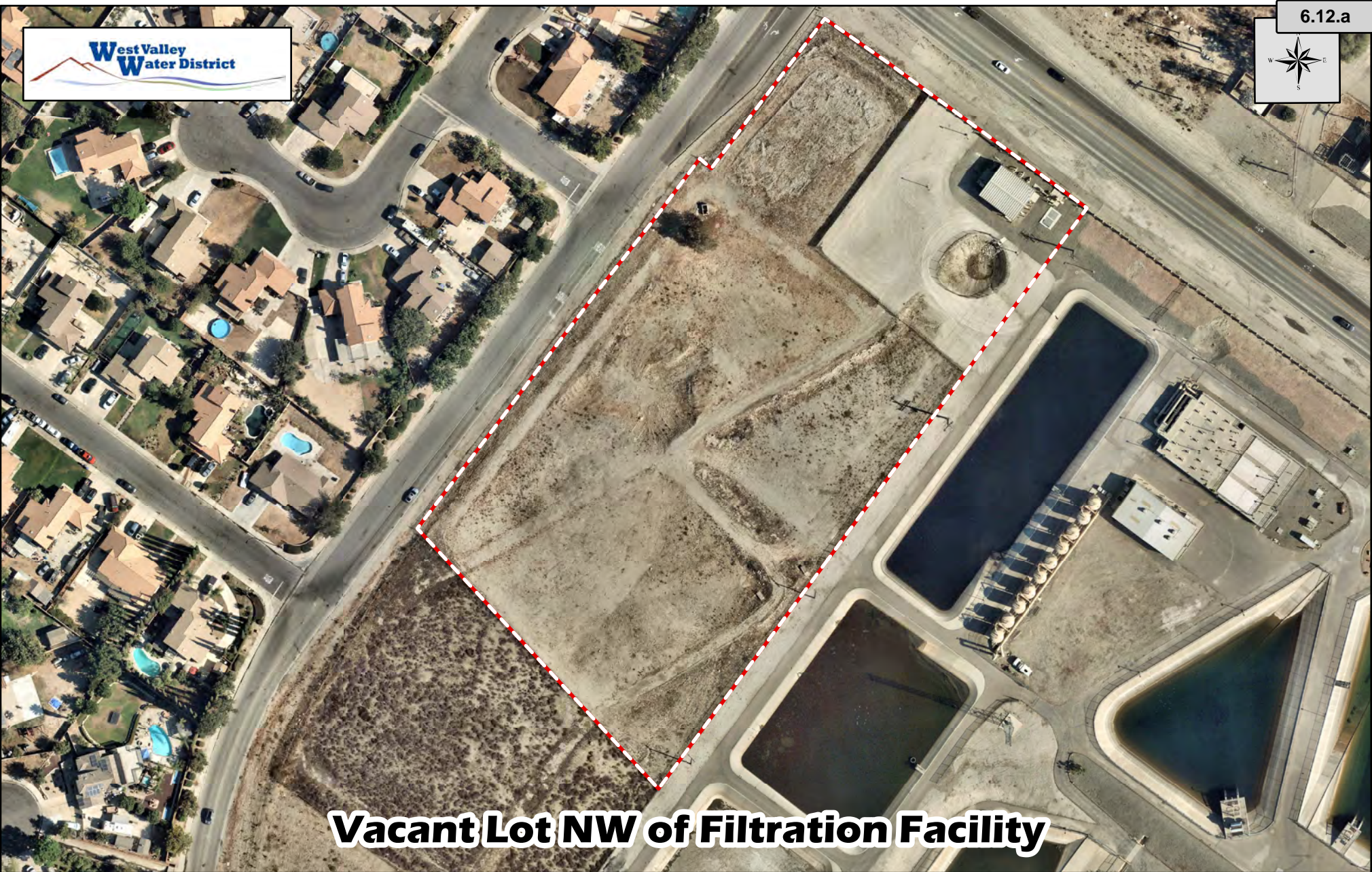


Zone 5 Reservoir Complex

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
6	Zone 5 Reservoir Complex	52	6	6		2						

Acreage: 5.31 acres

Area: 231,272 sq. ft.



Vacant Lot NW of Filtration Facility

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
7	Vacant Lot NW of Filtration Facility	4	4	4		2						2

Acreage: 4.75 acres

Area: 206,816 sq. ft.



Oliver P. Roemer Water Filtration Facility

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
8	Oliver P. Roemer Water Filtration Facility	52	6	4	2	2		2	1			

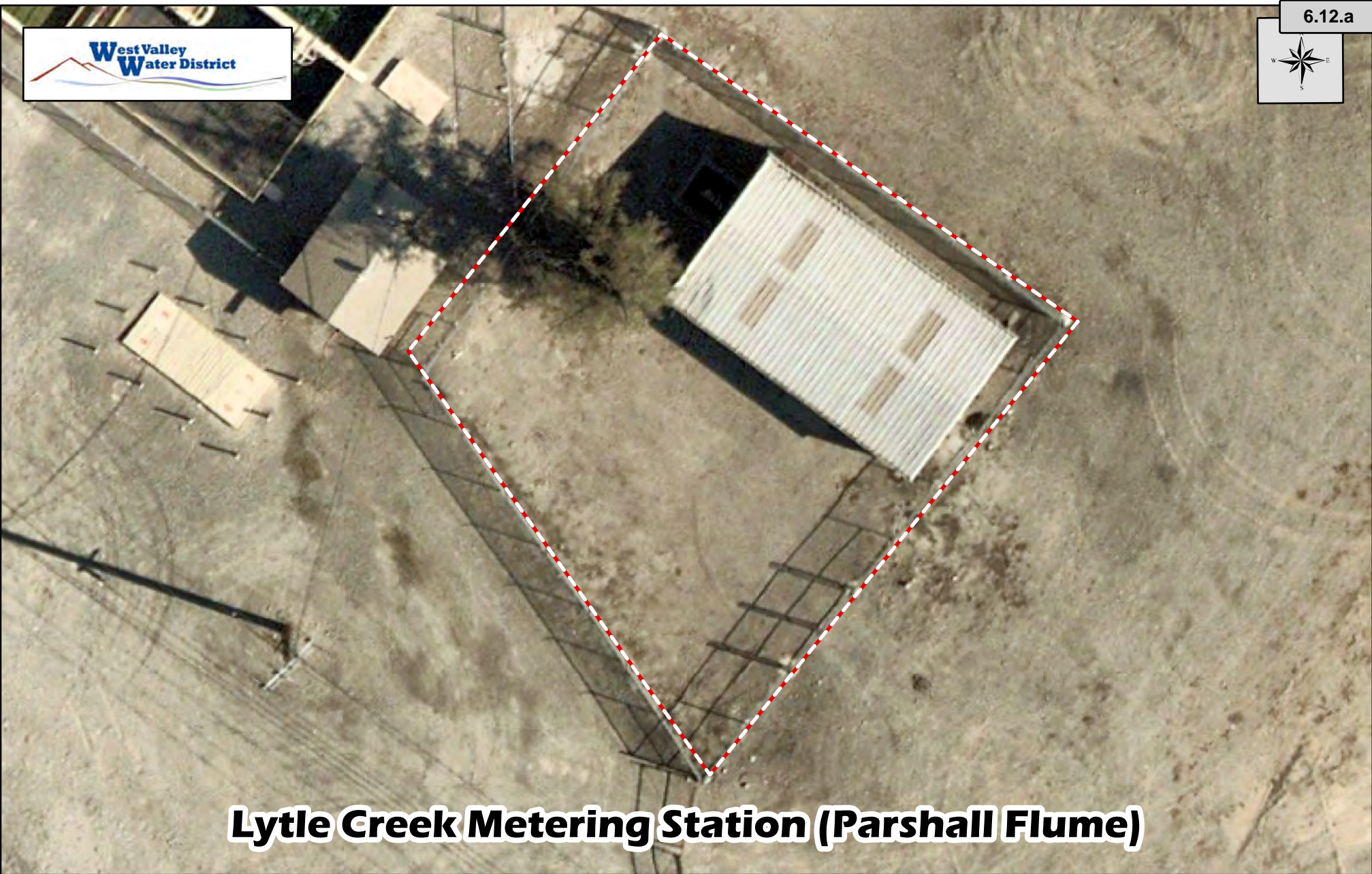
Acreage: 13.00 acres
Area: 566,407 sq. ft.



Lytle Creek Sandbox

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
9	Lytle Creek Sandbox	26	4	4		2						

Acreage: 0.057 acres
Area: 2,469 sq. ft.



Lytle Creek Metering Station (Parshall Flume)

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
10	Lytle Creek Metering Station (Parshall Flume)	26	4	4	2	2			1			

Acresage: 0.11 acres

Area: 4,877 sq. ft.



Well 22

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
11	Well 22	52		4								

Acreage: 0.85 acres

Area: 36,866 sq. ft.



Zone 4 Reservoir Complex

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
12	Zone 4 Reservoir Complex	52	4	4	2			2	3	26	26	

Acreage: 2.68 acres

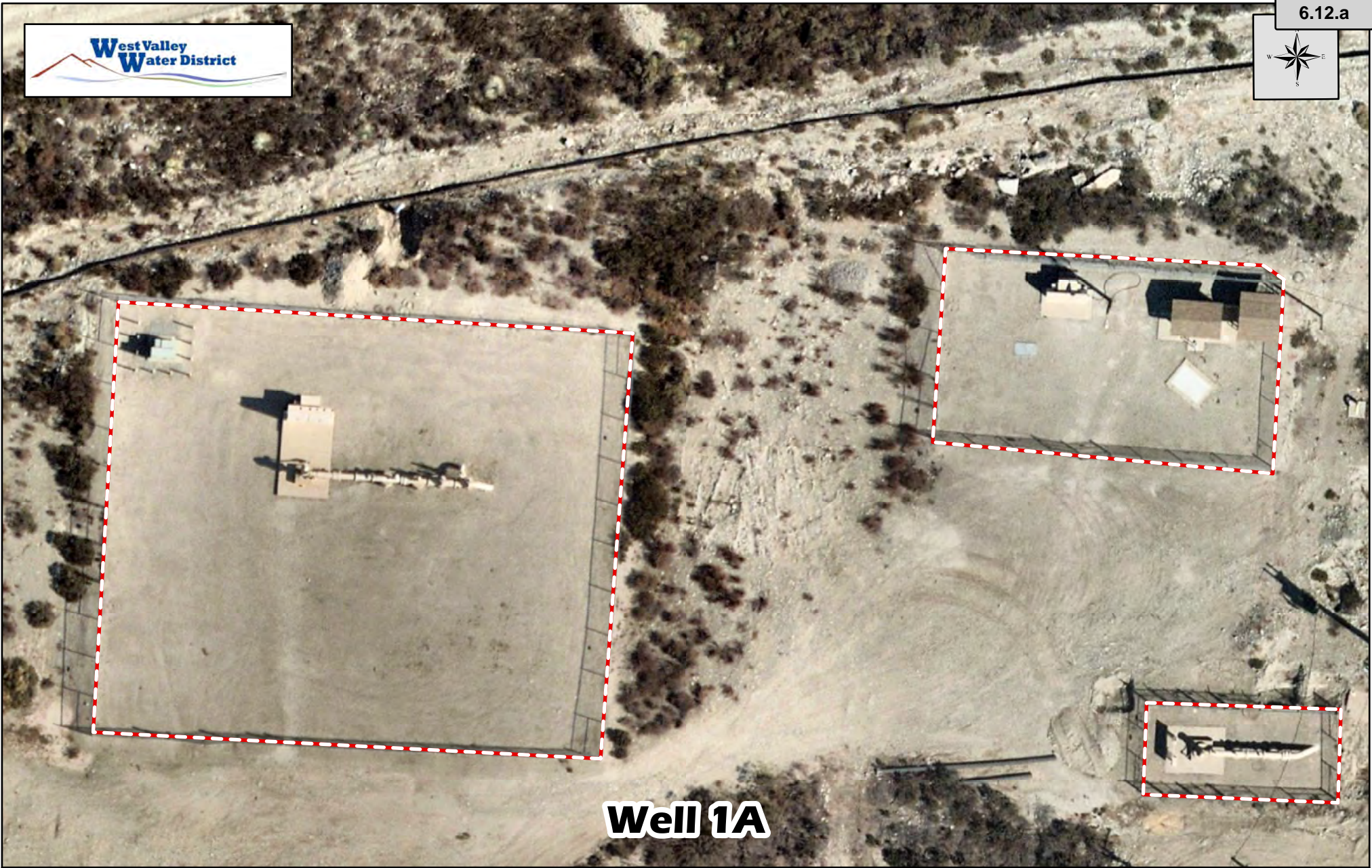
Area: 116,534 sq. ft.



Reservoir 4-3

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
13	Reservoir 4-3	26	4	4		4						

Acreage: 5.10 acres
Area: 222,217 sq. ft.



Well 1A

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
14	Well 1A	26		4								

Acreage: 0.39 acres
Area: 17,199 sq. ft.



Arsenic Plant

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
15	Arsenic Plant	26	4	4								

Acreage: 0.49 acres
Area: 21,172 sq. ft.



Well 34

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
16	Well 34	26		4								

Acreage: 0.091 acres

Area: 3,964 sq. ft.



Well 2

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
17	Well 2	26		4								

Acreage: 0.11 acres

Area: 4,792 sq. ft.



Well 4A

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
18	Well 4A	26		4								

Acreage: 0.40 acres

Area: 17,633 sq. ft.



Well 5A

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
19	Well 5A	26		4								

Acres: 0.16 acres

Area: 6,820 sq. ft.



Well 35A

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
20	Well 35A	26		4								

Acreage: 0.20 acres
Area: 8,917 sq. ft.



Lord Ranch

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
21	Lord Ranch	52	6	6	2	4		2				2

Acreage: 12.09 acres

Area: 526,794 sq. ft.



Meridian Turnout

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
22	Meridian Turnout	26	4	4								

Acres: 0.037 acres

Area: 1,605 sq. ft.



Booster Station 4-2

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
23	Booster Station 4-2	52	3	3								

Acreage: 0.12 acres

Area: 5,294 sq. ft.



Reservoir 3A-2

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
24	Reservoir 3A-2	52	3	3	2				1			

Acreage: 1.88 acres

Area: 81,799 sq. ft.



Well 6

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
25	Well 6	52		3	1							

Acreage: 0.23 acres
Area: 10,123 sq. ft.

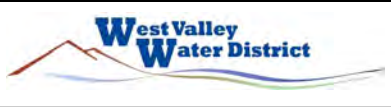


Well 11

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
26	Well 11	52		3	2							

Acreage: 0.24 acres

Area: 10,570 sq. ft.



Well 30

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
27	Well 30	26		4								

Acreage: 1.77 acres
Area: 77,134 sq. ft.



Well 15

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
28	Well 15	26		4								

Acreage: 0.36 acres
Area: 15,668 sq. ft.



East Complex

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
29	East Complex	52	6	6	2				1		26	

Acreage: 2.07 acres

Area: 89,991 sq. ft.



Well 16

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
30	Well 16	52		4		2						

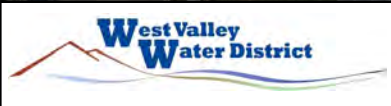
Acreage: 0.20 acres
Area: 8,520 sq. ft.



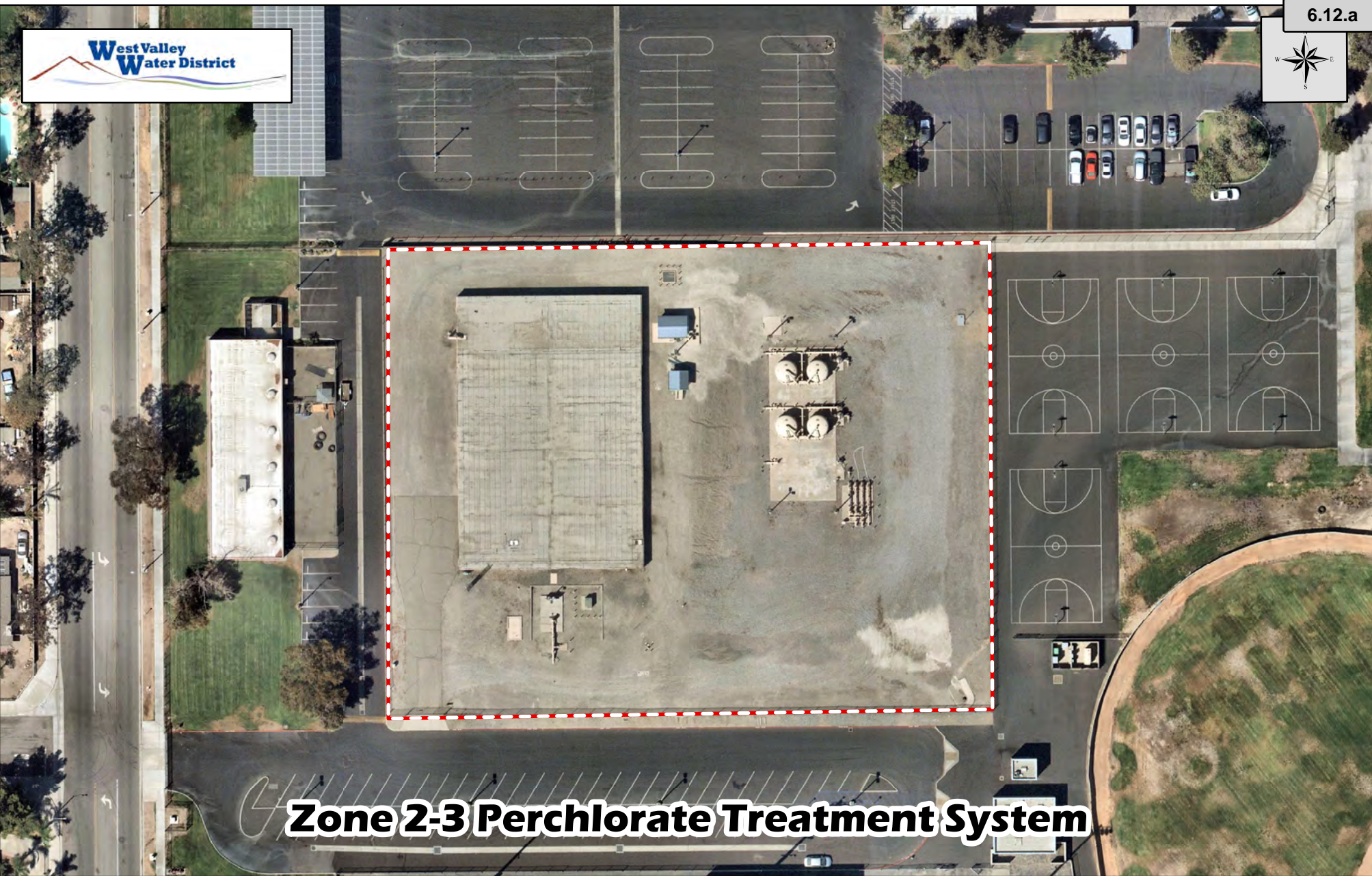
Well 17

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
31	Well 17	52		4		2						

Acreage: 0.10 acres
Area: 4,477 sq. ft.



Zone 2-3 Perchlorate Treatment System



No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
32	Zone 2-3 Perchlorate Treatment System	52	4	4								

Acreage: 1.93 acres

Area: 84,213 sq. ft.



Vacant Lot on Willow Avenue

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
33	Vacant Lot on Willow Avenue	4		3								

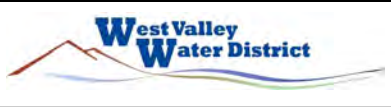
Acreage: 0.21 acres
Area: 9,353 sq. ft.



Well 42

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
34	Well 42	52		4								

Acreage: 0.21 acres
Area: 9,353 sq. ft.



Well 18A

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
35	Well 18A	52		3								

Acreage: 0.29 acres
Area: 12,580 sq. ft.



Well 37

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
36	Well 37	52		3								

Acreeage: 0.041 acres
Area: 1,788 sq. ft.



Well 39 - South Shop

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
37	Well 39 - South Shop	52		3								

Acreage: 0.33 acres

Area: 14,233 sq. ft.



Vacant Lot on 12th Street

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
38	Vacant Lot on 12th Street	4		2								2

Acreage: 0.23 acres

Area: 10,140 sq. ft.



Well 40

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
39	Well 40	26		4								

Acreage: 0.18 acres

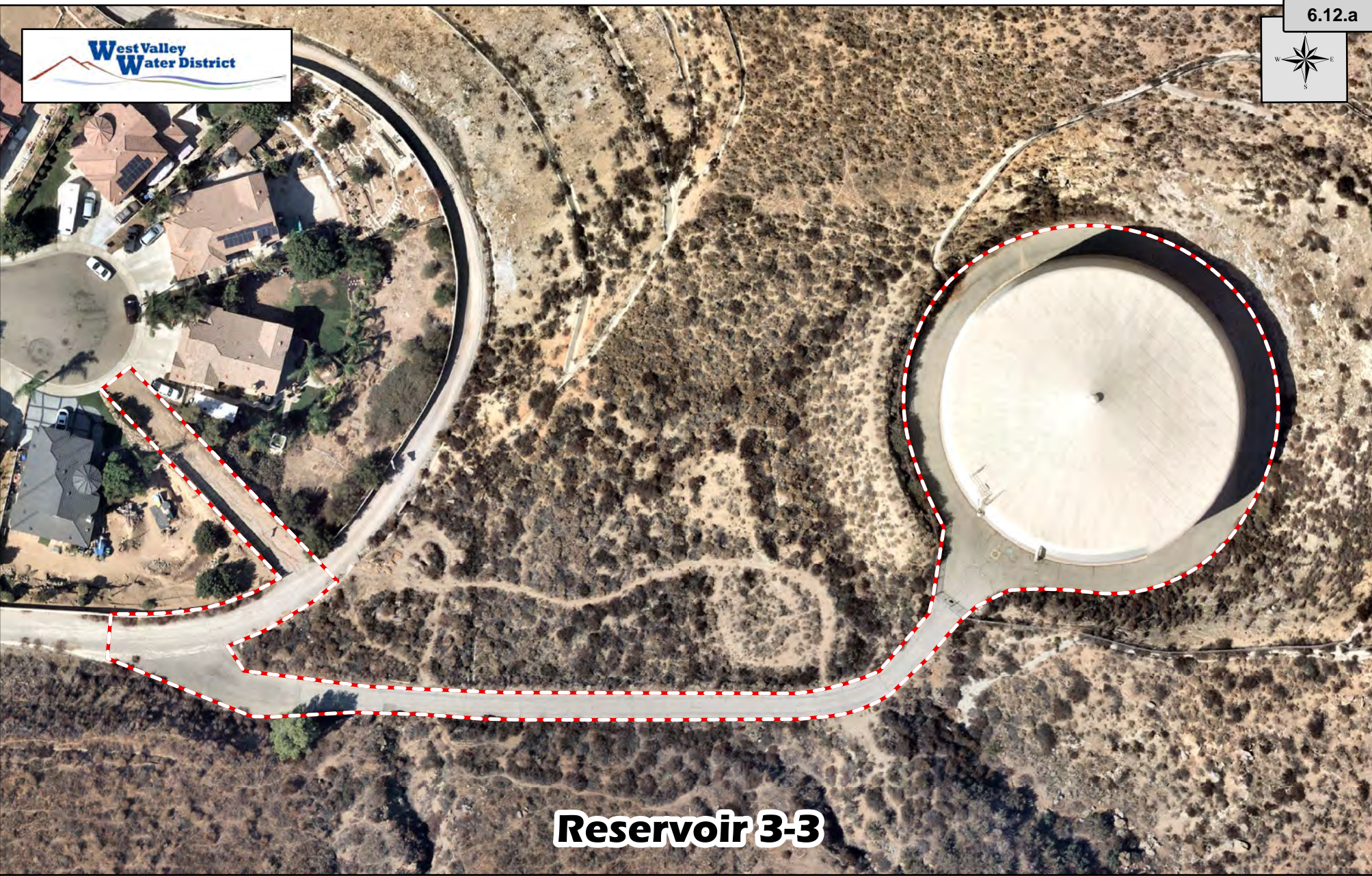
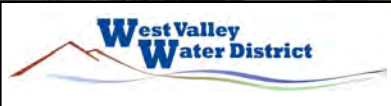
Area: 7,995 sq. ft.



Well 41

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
40	Well 41	26		4								

Acreage: 0.11 acres
Area: 4,716 sq. ft.



Reservoir 3-3

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
41	Reservoir 3-3	52	4	4			2					

Acreage: 1.1 acres

Area: 47,701 sq. ft.

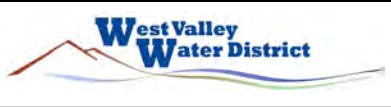


Reservoir 3-1 (Big Alder)

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
42	Reservoir 3-1 (Big Alder)	26	4	4								

Acreage: 0.82 acres

Area: 35,881 sq. ft.



Zone 2 Reservoir Complex (Little Alder)

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
43	Zone 2 Reservoir Complex (Little Alder)	26	4	4								

Acreage: 1.26 acres

Area: 55,297 sq. ft.



Reservoir 2-4

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
44	Reservoir 2-4	52	4	4	2		2					

Acreage: 1.69 acres
Area: 73,705 sq. ft.



Reservoir 2-4 Overflow Basin

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
45	Reservoir 2-4 Overflow Basin	52	4	4	2		2	2	1			

Acreage: 0.77 acres

Area: 33,517 sq. ft.



**San Bernardino Valley Well Site
(NWC of Perris St & 9th St)**

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
46	San Bernardino Valley Well Site	26		4								

Acreage: 0.17 acres

Area: 7,584 sq. ft.

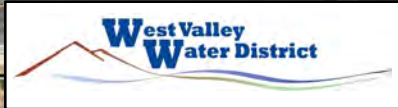


**San Bernardino Valley Well Site
(1214 W 9th St., SB)**

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
47	San Bernardino Valley Well Site	26		4								

Acreage: 0.30 acres

Area: 13,194 sq. ft.

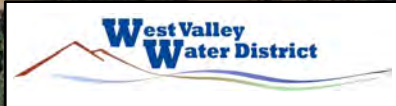


District Headquarters

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
48	District Headquarters	52	4	4	2	2		52	1			

Acreage: 5.47 acres

Area: 238,359 sq. ft.



Reservoir 3A-1

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
49	Reservoir 3A-1	52	3	3	2				1			

Acreage: 0.80 acres
Area: 34,647 sq. ft.



**Alder Ave
(Road Between Res 3-1 and Jurupa Ave)**

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
50	Alder Ave. (Road Between Reservoir 3-1 & Jurupa Ave.)	26										

Acreage: 1.17 acres
Area: 50,967 sq. ft.

APPENDIX C - ANTICIPATED ANNUAL QUANTITIES

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc	Address	Acreage
1	Zone 8 Reservoir Complex	4	4	2	2		2						3364 Lytle Creek Road San Bernardino County	1.77
2	Zone 7 Reservoir Complex	26	4	4	3	2	2	2	1				3296 Lytle Creek Rd San Bernardino County	3.69
3	Semi-Tropic Flume	26	2	2	2	2							3434 Lytle Creek Rd. San Bernardino County	0.42
4	Well 54	52		2									5101 Coyote Canyon Rd., Fontana	0.62
5	Zone 6 Reservoir Complex	52	6	6	3		2	2	1				4334 N. Riverside Ave, Rialto	6.25
6	Zone 5 Reservoir Complex	52	6	6		2							5210 N. Riverside Ave, Rialto	5.31
7	Vacant Lot NW of Filtration Facility	4	4	4		2						2	Riverside Ave. & N. Linden Ave., Rialto	4.75
8	Oliver P. Roemer Water Filtration Facility	52	6	4	2	2		2	1				3010 N Cedar Ave. Rialto	13.00
9	Lytle Creek Sandbox	26	4	4		2							3139 N. Riverside Ave., Rialto	0.057
10	Lytle Creek Metering Station (Parshall Flume)	26	4	4	2	2			1				3139 N. Riverside Ave., Rialto	0.11
11	Well 22	52		4									8624 N. Linden, Rialto	0.85
12	Zone 4 Reservoir Complex	52	4	4	2			2	3	26	26		5700 N. Riverside Ave., Rialto	2.68
13	Reservoir 4-3	26	4	4			4						19920 Country Club Dr. Rialto	5.10
14	Well 1A	26		4									19523 Country Club Dr., Rialto	0.39
15	Arsenic Plant	26	4	4									19578 Country Club Dr., Rialto	0.49
16	Well 34	26		4									19655 Country Club Dr., Rialto	0.091
17	Well 2	26		4									19973 Country Club Dr., Rialto	0.11
18	Well 4A	26		4									5914 N. Sycamore, Rialto	0.40
19	Well 5A	26		4									5914 N. Sycamore, Rialto	0.16
20	Well 35A	26		4									5855 N. Sycamore, Rialto	0.20
21	Lord Ranch	52	6	6	2	4		2				2	6871 Martin Rd., San Bernardino	12.09
22	Meridian Turnout	26	4	4									2656 W. Baseline Rd., San Bernardino	0.037
23	Booster Station 4-2	52	3	3									855 W. Base Line, Rialto	0.12
24	Reservoir 3A-2	52	3	3	2			1					1120 N. Cactus Ave. Rialto	1.88
25	Well 6	52		3	1								204 W. Etiwanda Ave, Rialto	0.23
26	Well 11	52		3	2								238 W. Victoria St., Rialto	0.24
27	Well 30	26		4									2015 W. 9th St., San Bernardino	1.77
28	Well 15	26		4									1950 W. 9th St., San Bernardino	0.36
29	East Complex	52	6	6	2			1			26		1811 W. 9th St., San Bernardino	2.07
30	Well 16	52		4			2						296 S. Eucalyptus, Rialto	0.20
31	Well 17	52		4			2						404 S. Acacia, Rialto	0.10
32	Zone 2-3 Perchlorate Treatment System	52	4	4									691 S. Eucalyptus, San Bernardino	1.93
33	Vacant Lot on Willow Avenue	4		3									Willow Ave. 500 feet south of Tullok St., Rialto	0.21
34	Well 42	52		4									295 E. San Bernardino, Rialto	0.21
35	Well 18A	52		3									1783 S. Sycamore, Rialto	0.29
36	Well 37	52		3									17186 Slover Ave, Fontana	0.041
37	Well 39 - South Shop	52		3									10272 Cedar Place, Bloomington	0.33
38	Vacant Lot on 12th Street	4		2								2	18892 12th Street Bloomington	0.23
39	Well 40	26		4									157 W. Resource Dr., Rialto	0.18
40	Well 41	26		4									3353 S. Industrial Dr., Rialto	0.11
41	Reservoir 3-3	52	4	4			2						17121 Vista Cielo Ct., Fontana	1.1
42	Reservoir 3-1 (Big Alder)	26	4	4									11654 Alder Ave., Fontana	0.82
43	Zone 2 Reservoir Complex (Little Alder)	26	4	4									11733 Alder Ave., Fontana	1.26
44	Reservoir 2-4	52	4	4	2		2						18531 Peach St., Bloomington	1.69
45	Reservoir 2-4 Overflow Basin	52	4	4	2		2	2	1				Pine St. 400 feet southeast of Peach St., Bloomington	0.77
46	San Bernardino Valley Well Site (NWC of 9th St & Perris)	26		4									9 th Street & Perris Street San Bernardino (Parcel is on the NW Corner of the Intersection)	0.17
47	San Bernardino Valley Well Site (1214 W 9th St)	26		4									Next to 6 th Street boys and Girls Club in San Bernardino (1180 W 9th St, San Bernardino, CA 92411)	0.30
48	District Headquarters	52	4	4	2	2		52	1				855 W. Baseline Road, Rialto	5.47
49	Reservoir 3A-1	52	4	4	2	2		52	1				855 W Base Line Rd., Rialto	0.8
50	Alder Ave (Road Between Res 3-1 and Jurupa Ave)	26											Alder and Jurupa Ave.	1.17
51	As Needed On Call Basis for District Cleanup												Weed abatement, bee removal, bush/hedge trimming, tree removal/trimming etc around various assets.	
All sites that have Irrigation Systems shall be adjusted and operated for leaks at a minimum 4 times a year.														
													Total Acreage	82.63



ADDENDUM NO. 1 – May 11, 2023

**REQUEST FOR PROPOSALS (RFP)
DISTRICT LANDSCAPING SERVICES**

Except as otherwise stated below and by any prior or subsequent Addenda to the above referenced RFP, which was released on April 27, 2023 the RFP remains unchanged:

1. SCOPE OF SERVICES

- a. The sites in this addendum were slightly modified to include areas identified during job walk to be included in the Scope of Work.
- b. Landscaping Maintenance Services was confirmed by the Department of Industrial Relations to be paid as Prevailing Wages. All Landscaping Companies submitting a Proposal must also be registered with the DIR and provide their DIR# in their proposal as Certified Payrolls will need to be uploaded to DIR by Landscape Maintenance Contractor.
- c. It is expected Contractor and District will address any routine or requests by the District to address complaints from the community or District staff regarding the work in the Scope of Services as part of the Fixed Monthly Cost and not an additional charge.

***** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. This addendum must be acknowledged via the designated section on the bidding website as part of your bid response. Failure to acknowledge an addendum will immediately cause your bid to be deemed nonresponsive.**



Well 16

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
30	Well 16	52		4		2						

Acreage: 0.210 acres

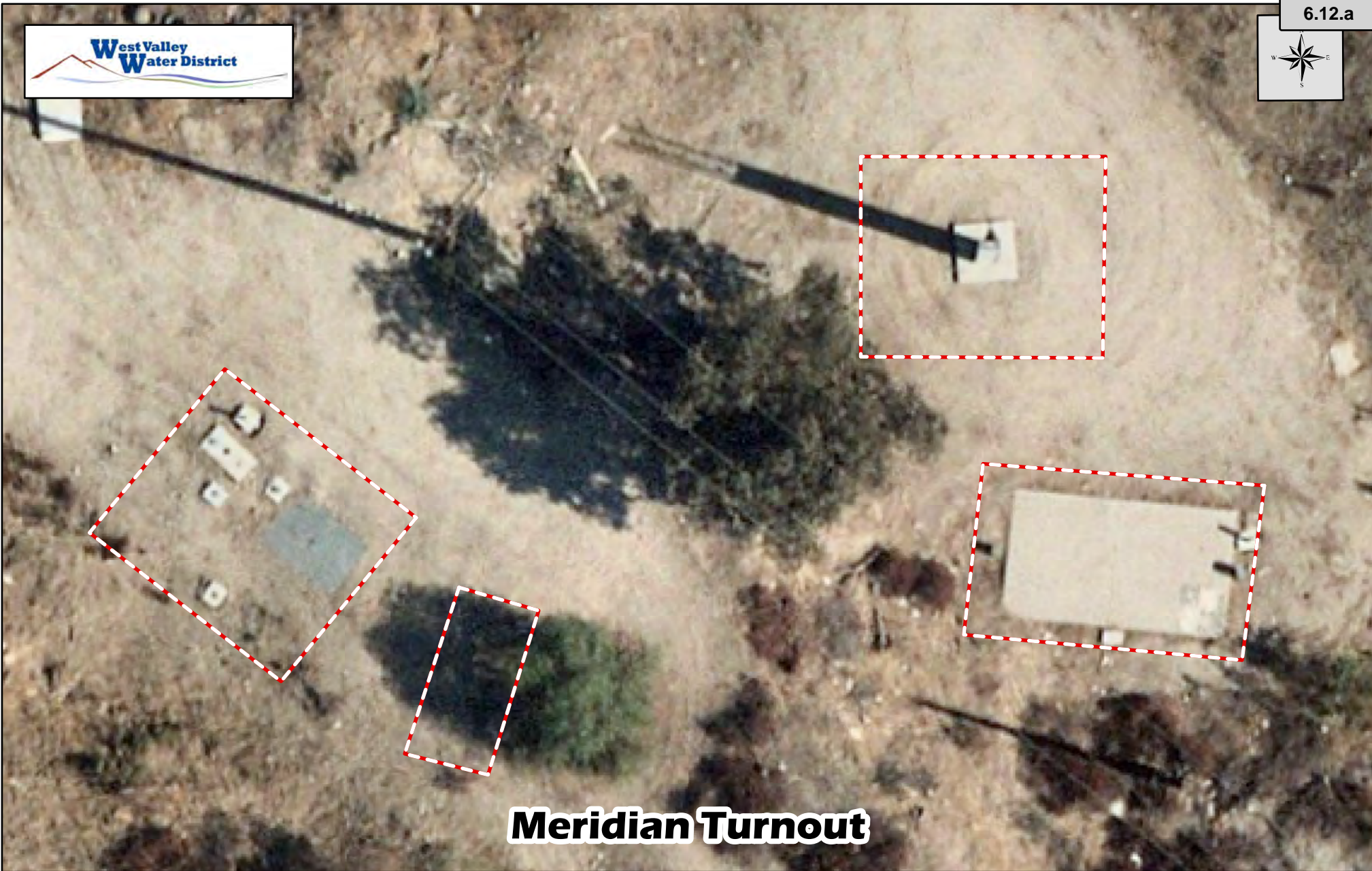
Area: 9,166 sq. ft.



Lord Ranch

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
21	Lord Ranch	52	6	6	2	4		2				2

Acreage: 12.43 acres
Area: 541,825 sq. ft.



Meridian Turnout

No.	Site Name	Blow Down and Pick Up Trash	Spray for Weeds	Weed Whack	Trim Hedges and Trees	Remove Tumble Weeds	Clean Drainage Ditches	Rake and Remove Leaves	Fertilize	Mow	Manual Watering	Disc
22	Meridian Turnout	26	4	4								

Acreage: 0.040 acres

Area: 1,762 sq. ft.

**West Valley Water District
Rating Sheet - Review of Proposal**

Project: _____
 Consultant: _____
 Rater: _____
 Date: _____

No.	Max. Points	Description	Rating	Notes
1	20	Technical Expertise – Determine the proposer has demonstrated expertise to complete project in time as requested by WVWD. Items considered include: years of similar experience, individuals possess adequate experience, firm understanding of what is expected of the project, depth of knowledge, meet all requirements of the RFP	_____	_____
2	10	Timeline of Project – Proposer demonstrates ability to complete project timely.	_____	_____
4	10	Reference Checks – Determine the proposer has complete their previous projects on schedule, had questionable change orders, past clients recommend proposer. Reference check is based upon assigned team member's assessment.	_____	_____
5	60	Score for Proposed Fee Total price provided for project completion	_____	_____
Maximum Points	100		Total Score: 0	



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: THREE-YEAR AGREEMENT FOR JANITORIAL SERVICES

BACKGROUND:

The West Valley Water District (“District”) contracts out Janitorial Services for the District. The Finance Department is committed to ensuring contracts are formally solicited through an RFP or RFB process when the total contracted amount requires approval by the Board of Directors. Additionally, because of the COVID-19 pandemic this was a service that could not be stopped or changed without potentially creating additional exposure to staff and vendors.

DISCUSSION:

Staff prepared and released a Request for Proposals (“RFP”) on May 3, 2023 for Janitorial Services at Headquarters, Building C, FBR Treatment Plant and the Roemer Treatment Plant as shown in **Exhibit A**. A mandatory job walk was conducted on May 10, 2023 where eleven companies attended, including the District’s current janitorial company, All-Pro Enterprises. Proposals were due on May 15, 2023 and ten companies submitted a proposal for Janitorial Services. The evaluation process was based upon experience, timeline of project, reference checks and cost for a total of 100 points as shown in **Exhibit B**. Cost was a significant factor in the decision-making process for this particular service and was assigned 60 points. A breakdown summary of the evaluation score and monthly cost for each company is shown in the table below.

Company	Evaluation Score	Monthly Cost
Coastal Building Services	96	\$ 3,089.00
Base Hill	90	\$ 3,562.57
Crossroad Environmental Services	87	\$ 3,551.03
CleanStart Cleaning Services	84	\$ 3,750.00
Ultra Shine Group	83	\$ 3,812.00
Santa Fe Janitorial Maintenance Services	82	\$ 3,942.97
Premier Property Preservation	80	\$ 4,004.00
JJ Property Maintenance	78	\$ 4,135.00
All-Pro Enterprises	58	\$ 4,222.06
Joncowest	57	\$ 5,230.00

Through this evaluation process, Coastal Building Services would offer the best value at the lowest cost to the District for Janitorial Services.

FISCAL IMPACT:

The total 3-year agreement cost for Janitorial Services is \$111,204.00. Janitorial Services will be budgeted in FY-2023-24 and foreseen as a cost that will be budgeted in future fiscal years.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to authorize entering into a 3-year contract with Coastal Building Services in the amount of \$111,204.00 for Janitorial Services.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ;ar

ATTACHMENT(S):

1. Exhibit A - RFP Janitorial Services
2. Exhibit B - Evaluation Sheet Sample

MEETING HISTORY:

05/24/23 Finance Committee REFERRED TO BOARD



West Valley Water District

Request for Proposals for Janitorial Services



**Proposals due on Monday,
May 15, 2023 at 5:00pm**

I. INTRODUCTION

This Request for Proposals (“RFP”) describes the requested Services, the selection process, and the minimum information that must be included in proposals. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. The District reserves the right to: (1) reject any and all proposals; (2) waive minor proposal deviations, irregularities or omissions at its sole discretion; or (3) disqualify any proposal that contains false or misleading information.

The West Valley Water District (“District”) is requesting proposals from qualified firms for Janitorial Services using industry standards to comply with all applicable laws, statutory requirements, and regulations.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarifications from applicants, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the firm selected. The District has a standard two-party Professional Service Agreement (Sample Agreement), to which adherence is assumed.

II. GENERAL INFORMATION

There is no expressed or implied obligation for the District to reimburse proposers for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

III. DISTRICT BACKGROUND

The District began on February 28, 1952, when West San Bernardino County Water District was founded and became the owner and operator of three local mutual water companies. During those early years, the District supplied more water for agricultural purposes than for domestic use.

During the 1970s and 1980s, the District grew with new homes, businesses and schools soon surpassing agricultural use. There were other mergers where smaller water companies became a part of the Water District. By the end of the 1980s, the District water facilities included 180 miles of pipeline, 12 reservoirs and 15 water wells. It was during this time that the District built its office and maintenance yard on Baseline Road in Rialto, where we're still located today.

In 1992, the District was a partner in building five miles of new pipeline to bring much-needed water from the Bunker Hill Basin in San Bernardino to our area. Continuing the trend of working with our neighbors, in 1993 the District partnered with the City of Rialto to build a treatment facility for the water flowing from Lytle Creek. The Oliver P. Roemer Water Filtration Facility has been expanded twice where it accepts and treats State Water Project water, which increases the amount of water available for our customers.

In 2003, we changed our name to West Valley Water District (WVWD). By this time the District had five treatment plants, 360 miles of pipeline, 25 reservoirs, 17 wells, 20,000 service connections, and we served drinking water to approximately 66,000 residents.

In 2016, WVWD opened the nation's first perchlorate treatment facility to bring clean water directly to ratepayers using natural, bioremediation technology. Our second perchlorate treatment facility was completed in 2017. In 2018 we opened our hydroelectric generation plant and increased housing developments in our service area. Today the District serves over 80,000 residents and is continuing to grow.

IV. PRE-SUBMITTAL ACTIVITIES

All communications relating to the RFP shall be facilitated solely through PlanetBids. **There will be a mandatory job walk on Wednesday May 10, 2023 at 10am at District Headquarters, 855 W Base Line Rd, Rialto, CA 92376.**

V. PROPOSAL REQUIREMENTS

Proposers shall upload their proposals on PlanetBids no later than 5:00 PM, Pacific Standard Time, on Monday May 15, 2023.

These guidelines govern the format and the content of the proposal, and the approach to be used in its development and presentation. The proposal should be concise, well-organized and demonstrate the Consultant's and the individual team member's qualifications related to the requested Scope of Services. Each proposal shall include sections addressing the following information in the listed order. The Proposer shall be sure to include all information that it feels will enable the District to make a final decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal.

Any necessary exhibits or other information, including information not specifically requested by this RFP but deemed as helpful, shall be attached to the end of the proposal. While additional data may be presented, the following subjects (Items 1 through 5) must be included. They represent the criteria against which the proposal will be evaluated:

1. **Executive Summary** – Provide a brief overview of the entire proposal describing the highlights of the proposal. In addition to the proposal overview, please provide the following basic description information required the proposer:
 - A. Legal name and address of proposer:
 - B. Legal form of proposer (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member;
 - C. If company is a wholly owned subsidiary of a “parent company”
 - D. Address(es) of office(s) involved in providing the services; and
 - E. Name, title, address and telephone number of the person to contact concerning the proposal and the proposed lead staff person for providing the Services.
2. **Proposing Firm’s Profile** - This section shall include contact person information, address and telephone number of the Firm’s main office and branch offices. Each Firm shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). A brief firm history, including the current permanent staff size as well as local organization structure; and a discussion of the firm’s financial stability, capacity and resources.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five (5) years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years. Supplemental information that the Firm believes may be pertinent to the selection process may be provided.

3. **Experience and References** – This section shall include a brief description of the Proposer’s qualifications and previous experience during the last five (5) years supplying like services to similar public agencies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed.

Proposer shall provide a minimum of five (5) references, within the past five (5) years of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided for each of the five (5) references. Give a brief statement of the firm’s adherence to the schedule and budget for each project. The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years of experience, within the past five (5)

years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

4. **Proposal** – The purpose of the Proposal is to demonstrate the qualifications, pricing, competence and capacity of the firm seeking to provide the scope of services. This shall succinctly describe the proposed approach for addressing the required services, providing the required product and the firm’s ability to meet the District’s schedule, outlining the approach that would be undertaken in providing the requested services.

The Proposal should address all the points outlined in the Request for Proposal including the Cost. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the applicant’s capabilities to satisfy the requirements of the Request for Proposals.

The Proposal shall discuss how the Proposer will staff the project. **Company is expected to have onsite two persons at all times during janitorial services.** Key personnel will be an important factor considered by the review committee. Key personnel will also be named in the final agreement and any changes at that time may be cause for rejection of proposal. Please include resumes of key personnel which includes names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the company’s professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Any subcontractors to be used in the performance of the study should be identified and the scope of services to be provided.

The Proposal shall include the projected daily timeline for completing the janitorial services.

The Proposal should contain all monthly pricing information relative to performing the project as described in this Request for Proposal in the Scope of Work to be performed. The District is looking to secure a 3 year fixed price contract.

The District will not be responsible for expenses incurred in preparing and submitting the Proposal. Such costs should not be included in either of the proposals submitted.

The Proposal should also include the following information:

- Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the District.
- Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the District.

5. **Evidence of Insurance** - Proposers shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Attachment A).

Scope of Work to be Performed:

Daily Services

1. Company begins janitorial service at 5pm and begins with offices/areas at Headquarters that are locked overnight due to confidential nature (CFO office, HR Assistant, HR Manager, HR Analyst, Executive Assistants, General Manager, Assistant General Manager).
 - a. All desks, keyboards, mouse, chairs, door handles, knobs are disinfected using an EPA approved disinfectant for COVID-19 (HDQ Neutral or equal).
 - b. Trash is emptied, liners replaced and floors are vacuumed.
 - c. Glass door entrance to General Manager's office to be wiped and cleaned.
2. Company next cleans East Breakroom
 - a. All counters, tables, handles, light switches, knobs, faucets, appliance handles and touch areas are disinfected using the EPA approved Disinfectant for COVID-19 (HDQ Neutral or equal). Microwave cleaned inside and out, rinse out all coffee pots, empty coffee grounds.
 - b. Supplies are restocked in dispensers.
 - c. Trash is emptied, liners replaced and floors are swept and mopped.
3. Company next cleans FBR Lab and Restroom
 - a. In the LAB all counters, desks, keyboards, mouse, chairs, door handles, light switches, faucet, appliance handles and touch areas are wiped and disinfected using the EPA approved Disinfectant for COVID-19 (HDQ Neutral or equal).
 - b. In the LAB, Supplies are restocked in dispensers.
 - c. In the LAB, trash is emptied, liners replaced and floors are swept and mopped.
 - d. In the Restroom, the sink, toilet, faucet, towel dispenser is cleaned, wiped and disinfected.
 - e. In the Restroom, trash is emptied, liners replaced then supplies are restocked in dispensers and floors are swept and mopped.
4. Company next cleans Building C
 - a. In the Maintenance and Meters breakrooms, all desks, keyboards, mouse, door handles, light switches, chairs, appliance handles and touch areas are wiped and disinfected using the EPA approved Disinfectant for COVID-19 (HDQ Neutral or equal).
 - b. Trash is emptied, liners replaced and floors are swept and mopped.
 - c. In the Restroom, the sinks, toilets, faucets and dispensers are cleaned, wiped and disinfected.
 - d. In the Restroom, the trash is emptied, liners replaced then supplies are restocked in dispensers and floors are swept and mopped.
 - e. Maintenance Supervisor office is cleaned including desk, keyboard, mouse, chair and door handle are disinfected using the EPA approved disinfectant for COVID-19 (HDQ Neutral or equal).
5. Company returns to Headquarters working from Customer Side (East) of the building all the way west to the Warehouse offices. Offices, Cubicles, Board Room and Conference Rooms are included as well as all Restrooms at Headquarters.
 - a. All desks, counters, keyboards, computer mice, door handles, light switches, chairs, faucets, appliance handles and touch areas are cleaned and disinfected using the EPA approved disinfectant for COVID-19 (HDQ Neutral or equal).
 - b. All trash is emptied, liners replaced and floors are vacuumed or swept and mopped.
 - c. Customer Service Lobby glass to be wiped and cleaned.

- d. In West Breakroom, All tables, counters, door handles, light switches, chairs, faucet, appliance handles and touch areas are cleaned and disinfected using the EPA approved disinfectant for COVID-19 (HDQ Neutral or equal). Microwave cleaned inside and out, rinse out all coffee pots, empty coffee grounds.
- e. Supplies are restocked in dispensers.
- f. Trash is emptied, liners replaced and floors are swept and mopped.
- g. Clean drinking fountain(s).
- h. For all restrooms the sinks, toilets, faucets and dispensers are cleaned, wiped and disinfected.
- i. In the Restrooms, the trash is emptied, liners replaced then supplies are restocked in dispensers and floors are swept and mopped.
- j. **SET ALARM ON AFTER COMPLETION OF SERVICES**

Weekly Services

- 1. Company cleans Roemer Lab and Roemer Restroom
 - a. In the LAB all counters, desks, keyboards, mouse, chairs, door handles, light switches, faucet, appliance handles and touch areas are wiped and disinfected using the EPA approved Disinfectant for COVID-19 (HDQ Neutral or equal).
 - b. In the LAB, Supplies are restocked in dispensers.
 - c. In the LAB, trash is emptied, liners replaced and floors are swept and mopped.
 - d. In the Restroom, the sink, toilet, faucet, towel dispenser is cleaned wiped and disinfected.
 - e. In the Restroom, trash is emptied, liners replaced then supplies are restocked in dispensers and floors are swept and mopped.

Monthly Services

- 1. Clean and wipe all refrigerators outside and inside. Identify and/or dispose of food and other refrigerator/freezer items that are expired or smell expired in the Breakrooms.

A. Acknowledgement of Agreement and Statement of Exceptions

The proposer shall certify that it takes no exception(s) to this RFP, including, but not limited to, the Agency's Standard Professional Services Agreement, included as Attachment A. If the proposer does take exception(s) to any portion of the RFP and/or Standard Professional Services Agreement, the specific exception(s) shall be identified and explained. The District is not required to negotiate with proposer or to accept, any items to which any proposer takes exception.

B. Addenda to this Request for Proposals

The proposer shall confirm in its proposal the receipt of all addenda issued to this RFP. Copies of the actual addenda do not need to be included in proposals.

VI. SELECTION SCHEDULE

The District anticipates the process for selecting a proposer and awarding the agreement will be according to the following schedule (dates not firm):

Advertise and Issue RFP:	Wednesday, May 3, 2023
Mandatory Job Walk:	Wednesday, May 10, 2023 at 10am at Headquarters.
Proposal Due Date:	No later than 5:00 PM Pacific Standard Time on Monday May 15, 2023
Evaluation of Proposals:	Week of May 15, 2023
Finance Committee:	Estimated end of May 2023
Agreement Awarded:	Estimated June 2023

VII. SELECTION PROCESS

1. Based upon the proposals submitted, the Evaluation Committee may identify a shortlist of qualified proposers to be interviewed. The evaluation process will be based upon submission of responses received and feedback obtained from the references provided. Scoring criteria will be based upon experience, timeline to complete the services, reference checks, and cost.
2. The Evaluation Committee may interview the short-listed proposers. Based upon the proposal and interview, the District will enter negotiations with the selected proposer. The negotiations will cover scope of work, schedule, terms and conditions, technical specifications, and price. If the District is unable to reach an acceptable agreement with the selected proposer, the District will terminate negotiations with the selected proposer and begin negotiations with the second ranked proposer.
3. After negotiating a proposed agreement that is fair and reasonable, it is anticipated that the Board will consider taking action to approve the agreement.

VIII. SPECIAL CONDITIONS

1. Reservations: This RFP does not commit the District to award an agreement, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for services.

2. **Public Records:** All proposals submitted in response to this RFP become the property of the District and public record, and as such may be subject to public review.
3. **Right to Cancel:** The District reserves the right to revise or cancel, for any or no reason, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the District cancels or revises the RFP, all proposers of record will be notified in writing by the Agency.
4. **Additional Information:** The District reserves the right to request additional information and/or clarification from any or all proposers to this RFP.
5. **Public Information:** Proposers who wish to release information to the public regarding selection, agreement award, or data provided by the District must receive prior written approval from the District before disclosing such information to the public.
6. **Agreement for Professional Services:** The selected proposer will be required to sign the attached Standard Professional Services Agreement and to provide the insurance certificates and all other required documentation within seven (7) calendar days of notification of selection.
7. **Insurance Requirements:** The District requires consultants doing business with it to obtain insurance as shown in the Standard Professional Services Agreement. The required insurance certificates must comply with all requirements of the standards as shown in the agreement and must be provided (original copy) within seven (7) days of notice of selection and prior to the commencement of any Services.
8. **Disclosure Provision/ Conflict of Interest:** The District complies with all California statutes and regulations related to conflicts of interest. Under the applicable conflict of interest requirements, the selected proposer may be required to complete and file Form 700 with the District before starting.

IX. ATTACHMENTS

Attachment A: Standard Professional Services Agreement

Attachment B: Map of District Facilities

**WEST VALLEY WATER DISTRICT AGREEMENT NO.
FOR SERVICES**

THIS AGREEMENT is made this ____ day of _____ 20____, by and between the WEST VALLEY WATER DISTRICT, a County Water District organized and operating pursuant to California Water Code Section 30000 et seq. (hereinafter referred to as the "DISTRICT"), and _____, a ____ (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the DISTRICT desires to contract with CONTRACTOR to provide services for _____ referred to as "Project"); and (hereinafter referred to as "Project"); and

WHEREAS, CONTRACTOR is willing to contract with the DISTRICT to provide such services; and

WHEREAS, CONTRACTOR holds itself as duly licensed, qualified, and capable of performing said services; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONTRACTOR to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I

ENGAGEMENT OF CONTRACTOR AND AUTHORIZATION TO PROCEED

1.1 ENGAGEMENT: The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR hereby accepts the engagement, to perform certain services described in Section 2.1 of this Agreement for the term set forth in Section 6.7 of this Agreement.

1.2 AUTHORIZATION TO PROCEED: Authorization for CONTRACTOR to proceed with all or a portion of the work described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONTRACTOR shall not proceed with said work until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 **NO EMPLOYEE RELATIONSHIP:** CONTRACTOR shall perform the services provided for herein as an independent CONTRACTOR, and not as an employee of the DISTRICT. The DISTRICT shall have ultimate control over the work performed for the Project. CONTRACTOR is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONTRACTOR shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment, which the DISTRICT may be required to make on behalf of CONTRACTOR or any employee of CONTRACTOR for work performed under this Agreement.

ARTICLE II

SERVICES OF CONTRACTOR

2.1 **SCOPE OF SERVICES:** The scope of services to be performed by the CONTRACTOR under this Agreement are described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference ("Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONTRACTOR under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

2.2 **PREVAILING WAGES:** Where required, in accordance with the provisions of the California Labor Code, CONTRACTOR shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, and State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONTRACTOR shall post a copy of such determination at each job site. If applicable, CONTRACTOR shall forfeit to the DISTRICT the amount of the penalty set forth in Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONTRACTOR or by any subcontractor.

2.3 **HOURS AND WORKING CONDITIONS:** The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONTRACTOR. CONTRACTOR shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONTRACTOR shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or by any

subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

ARTICLE III

RESPONSIBILITIES OF THE DISTRICT AND OF CONTRACTOR

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONTRACTOR, will provide all pertinent information necessary for CONTRACTOR'S performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONTRACTOR is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT will designate Facilities Maintenance Technician as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define the DISTRICT's policies and decisions pertinent to the work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONTRACTOR of the change in writing.

3.3 DUTIES OF CONTRACTOR: CONTRACTOR shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall furnish and provide all labor, materials, services, tools and equipment necessary to comply with the responsibilities of the CONTRACTOR under this Agreement. The CONTRACTOR shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONTRACTOR of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONTRACTOR or its

subcontractors. CONTRACTOR'S obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONTRACTOR or its subcontractors as set forth above in this paragraph.

ARTICLE IV

PAYMENTS TO CONTRACTOR

4.1 **PAYMENT:** The DISTRICT will pay CONTRACTOR for work performed under this Agreement, which work can be verified by the DISTRICT, on the basis of the following: CONTRACTOR shall exercise its good faith best efforts to facilitate a full and clear definition of the scope of all assigned work so that the amount set forth in Section 4.3 of this Agreement will cover all tasks necessary to complete the work. The amount set forth in Section 4.3 of this Agreement is the maximum compensation to which CONTRACTOR may be entitled for the performance of services to complete the work for the Project, unless the Scope of Work or time to complete the work is changed by the DISTRICT in writing in advance of the work to be performed there under. Adjustments in the total payment amount shall only be allowed pursuant to Section 6.4 of this Agreement. In no event shall CONTRACTOR be entitled to compensation greater than the amount set forth in Section 4.3 of this Agreement where changes in the Scope of Work or the time for performance are necessitated by the negligence of CONTRACTOR or any subcontractor performing work on the Project.

4.2 **PAYMENT TO CONTRACTOR:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice, provided that all invoices are complete and product and services are determined to be of sufficient quality by the DISTRICT. CONTRACTOR shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the parties, CONTRACTOR shall provide to the DISTRICT full and complete access to CONTRACTOR'S labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 **ESTIMATED CHARGES:** The total estimated charges for all work under this Agreement is \$ _____ and such amount is the cost ceiling as described herein. The total estimated charges stated herein constitute the total amount agreed to.

4.4 **COST FOR REWORK:** CONTRACTOR shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONTRACTOR'S negligent act or omission or otherwise due substantially to CONTRACTOR'S fault.

ARTICLE V

COMPLETION SCHEDULE

5.1 **TASK SCHEDULE:** The work is anticipated to be completed in accordance

with the schedule contained in the Scope of Work.

5.2 TIME OF ESSENCE: CONTRACTOR shall perform all services required by this Agreement in a prompt, timely, and professional manner in accordance with the above schedule. Time is of the essence in this Agreement.

ARTICLE VI

GENERAL PROVISIONS

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONTRACTOR shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 SUBCONTRACTORS AND OUTSIDE CONTRACTORS: No subcontract shall be awarded by CONTRACTOR if not identified as a subcontractor in its Proposal unless prior written approval is obtained from the DISTRICT. CONTRACTOR shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONTRACTOR subcontracts any of the work to be performed, CONTRACTOR shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONTRACTOR'S subcontractors and of the persons employed by the subcontractor, as CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONTRACTOR and the DISTRICT. CONTRACTOR shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONTRACTOR'S work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 INSURANCE: CONTRACTOR shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONTRACTOR. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONTRACTOR shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this

Agreement shall include the following provisions or have them incorporated by endorsement(s):

- (1) Primary Coverage: The insurance policies provided by CONTRACTOR shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONTRACTOR'S insurance.
- (2) Additional Insured: The policies of insurance provided by CONTRACTOR, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
- (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
- (4) Waiver of Subrogation: The insurance policies provided by CONTRACTOR shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONTRACTOR.
- (5) Claim Reporting: CONTRACTOR shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
- (6) Deductible/Retention: If the insurance policies provided by CONTRACTOR contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONTRACTOR shall be solely responsible for any such deductible or self-

insured retention and the DISTRICT, in its sole discretion, may require CONTRACTOR to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

(7) CONTRACTOR'S Subcontractors: CONTRACTOR shall include all subcontractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each subcontractor verifying that the insurance for each subcontractor complies with the same insurance requirements applicable to CONTRACTOR under this Agreement.

- (c) Insurance Company Requirements: CONTRACTOR shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in Best's Key Rating Guide or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers' Compensation: CONTRACTOR shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONTRACTOR'S obligations as imposed by federal and state law having jurisdiction over CONTRACTOR'S employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.
 - (2) General Liability: CONTRACTOR shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General

Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.

- (3) Automobile Liability: CONTRACTOR shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) Professional Liability: CONTRACTOR shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONTRACTOR or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
- (5) Property Coverage - Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONTRACTOR under this Agreement.

6.4 CHANGES IN SCOPE OR TIME: If the DISTRICT requests a change in the Scope of Work or time of completion by either adding to or deleting from the original scope or time of completion, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty-(30) calendar days from the date of receipt from CONTRACTOR of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either party by the other shall be made in writing and delivered or mailed to such party at their respective addresses as follows, or to other such address as either party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT:	West Valley Water District 855 West Base Line Road Rialto, CA 92377 Attn: General Manager
--------------	--

To CONTRACTOR:

6.6 **CONTRACTOR'S ASSIGNED PERSONNEL:** CONTRACTOR designates _____ to have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONTRACTOR shall substitute with a person acceptable to the DISTRICT.

6.7 **TERMINATION:**

- (a) **If the engagement of CONTRACTOR is not extended by the mutual written consent of the DISTRICT and CONTRACTOR, then this Agreement shall expire after (3) three years from the date Agreement is approved by the DISTRICT's Board of Directors. Thereafter, this Agreement may be extended for two 1 year periods upon approval of the DISTRICT.**
- (b) **Notwithstanding the above, the DISTRICT may terminate this Agreement without cause or abandon any portion of the Project by giving ten (10) days written notice thereof to CONTRACTOR. CONTRACTOR may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar day's written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONTRACTOR.**
- (c) **In the event of termination of this Agreement or abandonment of any portion of the Project, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONTRACTOR shall be to receive payment for all amounts due and not previously paid to CONTRACTOR for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONTRACTOR. Such payments available to the CONTRACTOR under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.**

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONTRACTOR brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either party in relation thereto, the prevailing party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONTRACTOR; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONTRACTOR, any of CONTRACTOR'S subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.
- (b) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONTRACTOR or CONTRACTOR'S subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions

employed by, or on behalf of, the CONTRACTOR or CONTRACTOR'S subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

- (c) CONTRACTOR shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONTRACTOR or CONTRACTOR'S subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
- (d) It is the intent of the parties to this Agreement that the defense, indemnity and hold harmless obligation of CONTRACTOR under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONTRACTOR shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONTRACTOR shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONTRACTOR'S employees, and third persons. All work shall be performed entirely at CONTRACTOR'S risk. CONTRACTOR shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONTRACTOR shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONTRACTOR'S employees pursuant to Labor Code Section 6401.7, including any

necessary documentation regarding implementation of the program. CONTRACTOR hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONTRACTOR shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONTRACTOR for the Project shall be furnished to and become the property of the DISTRICT. CONTRACTOR agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 ASSIGNMENT: Neither party shall sign or transfer its interest in this Agreement without written consent of the other party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.13 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the party drafting same. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with in rem jurisdiction over the Project.

6.14 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.15 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.16 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.17 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WEST VALLEY WATER DISTRICT

CONTRACTOR NAME

By: _____

By: _____

(Authorized Representative of Contractor)

Printed Name: Gregory Young

Printed Name: _____

Title: President, Board of Directors

Title: _____

(Attach Acknowledgment for Authorized Representative of Contractor)

Dated: _____

Dated: _____

By: _____

Printed Name: Van Jew

License No.: _____

Title: Acting General Manager

Dated: _____

By: _____

Printed Name: Elvia Dominguez

Title: Board Secretary

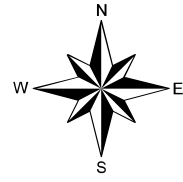
Dated: _____

APPROVED AS TO FORM

ALVAREZ-GLASMAN & COLVIN

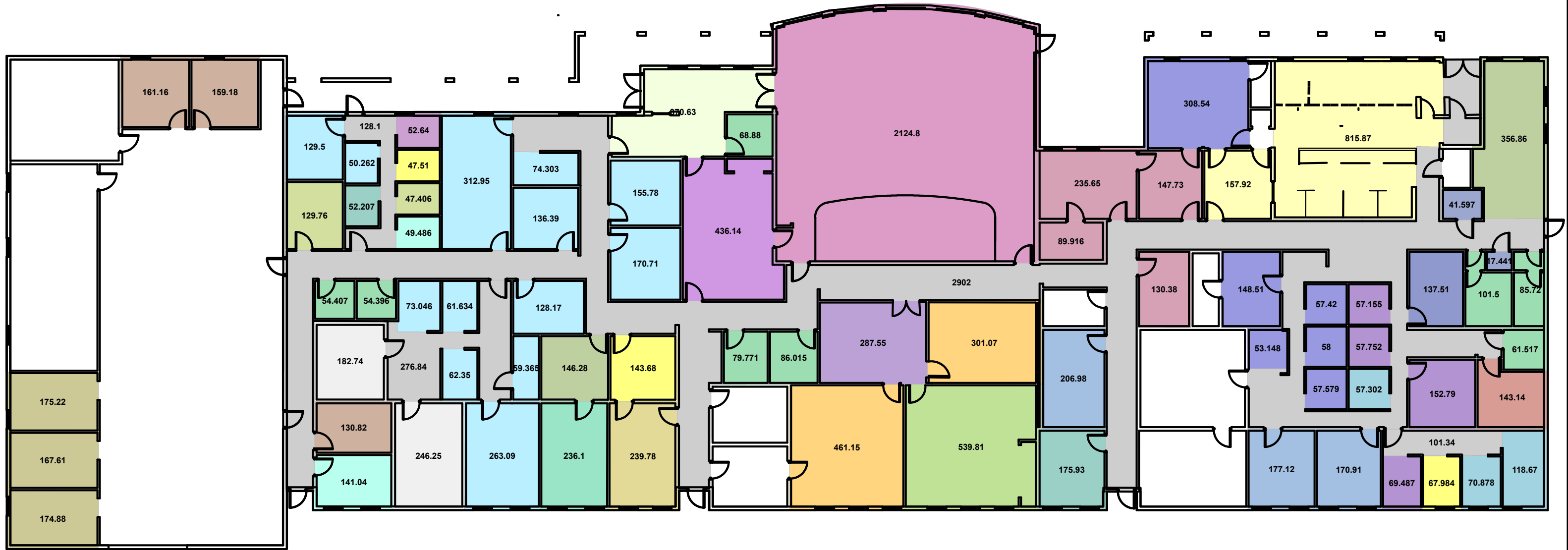
By: _____

Printed Name: Vincent Ewing

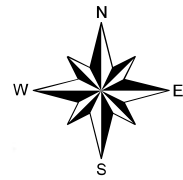


WVWD HQ Floor Plan

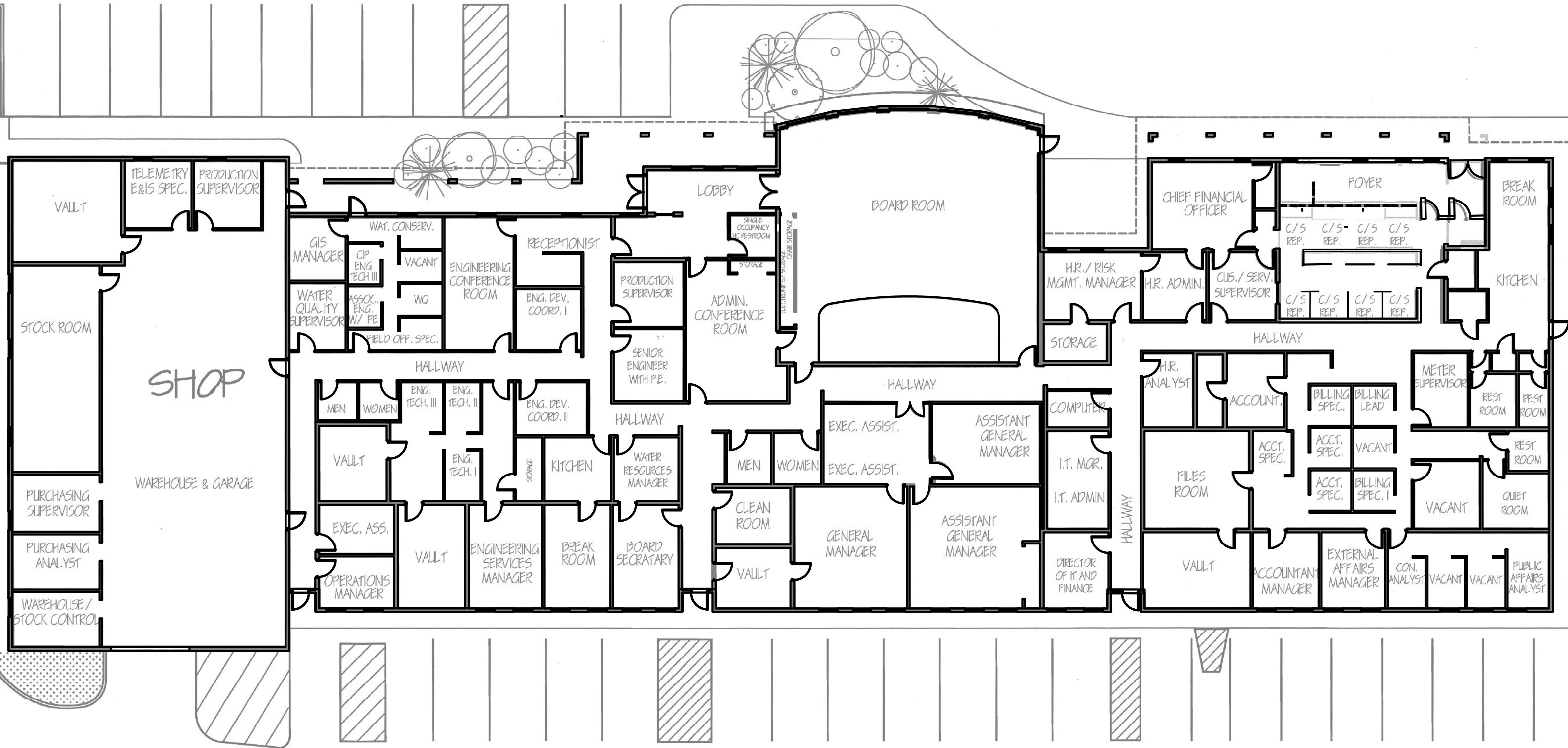
Total Area: 17,225 sq. ft.



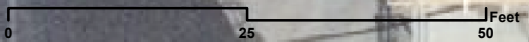
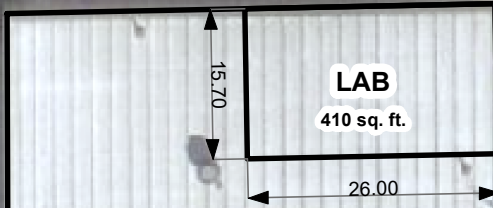
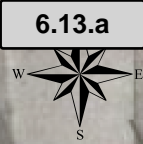
Rooms				
GM	Break Room	GIS	Meter	Restroom
A GM	Closet	GM	Operations	Shop
Accounting	Conference Room	Hallway	Production	Vacant
Billing	Customer Service	Human Resources	Public Affairs	Vault
Board Room	Electrical Room	IT	Purchasing	Water Conservation
Board Secretary	Engineering	Kitchen	Quiet Room	Water Quality
	Executive Assistant	Lobby	Receptionist	



WVWD HQ Floor Plan



FBR BUILDING





WVWD BLD C FLOOR PLAN

Total Area: 929 sq.ft.

273 sq. ft.

65 sq. ft.











300 sq. ft.

152 sq. ft.

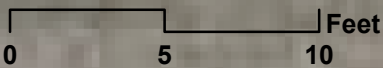
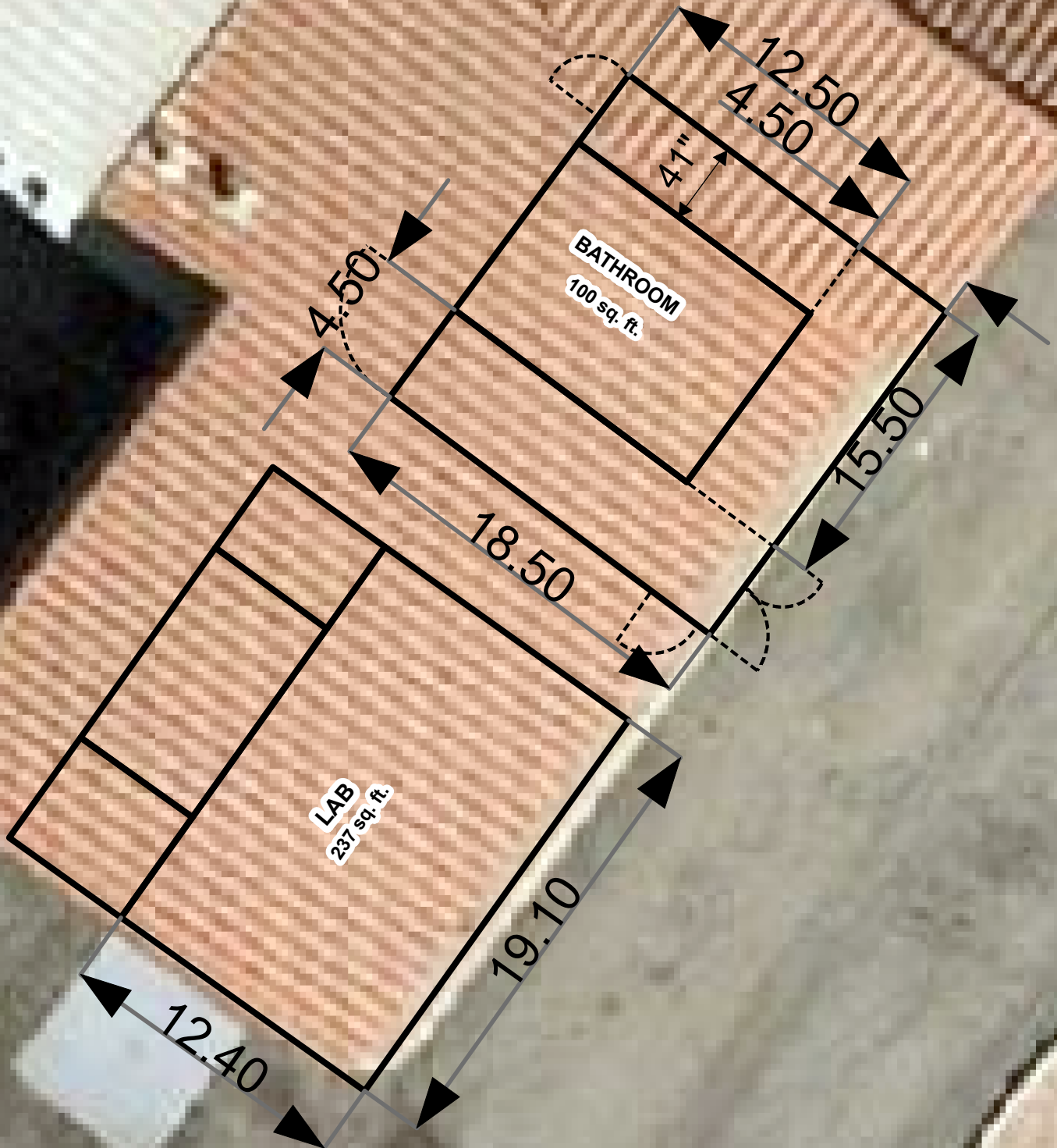
138 sq. ft.

Building C

Name

-  KITCHEN
-  MAINT SUPERVISOR
-  MAINTENANCE OFFICE
-  METER OFFICE
-  RESTROOM
-  ROEMER
-  MAIN GARAGE
-  STAIRS
-  STORAGE
-  WELD SHOP

0 25 50 Feet





ADDENDUM NO. 1 – May 10, 2023

**REQUEST FOR PROPOSALS (RFP)
JANITORIAL SERVICES**

Except as otherwise stated below and by any prior or subsequent Addenda to the above referenced RFP, which was released on May 3, 2023 the RFP remains unchanged:

1. SCOPE OF SERVICES

- a. Under Monthly Services, include wiping and cleaning 6x exterior glass doors at District Headquarters or when glass doors are dirty or have excessive handprints.
- b. Under Monthly Services, include collecting 2x containers of recycled bottles and cans at District Headquarters and placing bags in warehouse or when containers are full.
- c. Under Daily Services, observe and ensure inventory of kitchen and restroom supplies in warehouse is maintained and as needed order on behalf of District at no less than once per month. Typical orders should be no more than \$1,000 per order unless District personnel is notified. Costs are to be Pass-Through to District with no additional markups and receipts to be provided with billing for confirmation.

2. CLARIFICATIONS

- a. Janitorial company to provide all equipment including but not limited to, brooms, mops, buckets, vacuums, cloths, dustpans, latex gloves, disinfectants and cleaning supplies needed to perform services described in the Scope of Services.
- b. District will provide a dedicated space in the Warehouse for Janitorial Company to store and take inventory of Restroom and Kitchen supplies ordered by Janitorial Company on behalf of the District. These supplies will be used to replenish District's restrooms and kitchens.
- c. Janitorial Services are not subject to Prevailing Wages as defined by the Department of Industrial Relations. Public Works is for Construction, alteration, demolition, installation or repair.
- d. There are spaces in Warehouse and Building C that although are not required for janitorial cleaning service do have trash receptacles to be emptied and liners replaced.
- e. Maps have been updated and reuploaded on PlanetBids as Attachment B – Maps Revised.
- f. Daily Services is considered Monday through Friday.

***** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. This addendum must be acknowledged via the designated section on the bidding website as part of your bid response. Failure to acknowledge an addendum will immediately cause your bid to be deemed nonresponsive.**



ADDENDUM NO. 2 – May 11, 2023

**REQUEST FOR PROPOSALS (RFP)
JANITORIAL SERVICES**

Except as otherwise stated below and by any prior or subsequent Addenda to the above referenced RFP, which was released on May 3, 2023 the RFP remains unchanged:

1. **CLARIFICATIONS**

- a. Instruct all bidders through this addenda that all questions and answers have been read and understood by bidder before submitting a proposal.

***** ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. This addendum must be acknowledged via the designated section on the bidding website as part of your bid response. Failure to acknowledge an addendum will immediately cause your bid to be deemed nonresponsive.**

**West Valley Water District
Rating Sheet - Review of Proposal**

Project: _____
 Consultant: _____
 Rater: _____
 Date: _____

No.	Max. Points	Description	Rating	Notes
1	20	<u>Technical Expertise</u> – Determine the proposer has demonstrated expertise to complete project in time as requested by WVWD. Items considered include: years of similar experience, individuals possess adequate experience, firm understanding of what is expected of the project, depth of knowledge, meet all requirements of the RFP	_____	_____
2	10	<u>Timeline of Project</u> – Proposer demonstrates ability to complete project timely.	_____	_____
4	10	<u>Reference Checks</u> – Determine the proposer has complete their previous projects on schedule, had questionable change orders, past clients recommend proposer. Reference check is based upon assigned team member's assessment.	_____	_____
5	60	<u>Score for Proposed Fee</u> Total price provided for project completion	_____	_____
Maximum Points	100		Total Score: 0	

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org

Invoice 240723
April 30, 2023

Client/Matter No.: WE126-00007
Re: William “Bill” Krueger Matters

Billing Summary

Total Fees
Total Costs
Total Charges

\$897.00
\$0.00
\$897.00

*OK to pay
5/23/2023
(B) (V)*

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org

Invoice 240542
April 30, 2023

Client/Matter No.: WE126-00001
Re: General

Billing Summary

Total Fees
Total Costs
Total Charges

\$726.00
\$0.00
\$726.00

ok to pay
4/23/2023

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org

Invoice 240767
April 30, 2023

Client/Matter No.: WE126-00010
Re: MOU Negotiations - 2023

Billing Summary

Total Fees
Total Costs
Total Charges

\$3,570.00
~~\$5.70~~
\$3,575.70

OK to pay
5/23/23
[Signature]

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
 PROFESSIONAL CORPORATION
 ATTORNEYS AT LAW
 12800 CENTER COURT DRIVE, SUITE 300
 CERRITOS, CALIFORNIA 90703
 (562) 653-3200

Billing questions: invoices@aalrr.com

WEST VALLEY WATER DISTRICT
 ATTN: VAN JEW
 855 W BASELINE RD
 RIALTO, CA 92376

APRIL 30, 2023
 INVOICE NO. 681275
 CLIENT NO. 006545
 JAW
 PAGE: 1

This Statement is payable in full upon presentation. Amounts remaining unpaid after 30 days shall be subjected to service charge of 1.0% per month. Annual rate of 12%

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE

ENCLOSED PLEASE FIND STATEMENT DATED APRIL 30, 2023 ITEMIZING CURRENT PROFESSIONAL SERVICES AND DISBURSEMENTS.

MATTER/DESCRIPTION	FEES	DISB	TOTAL
GENERAL PERSONNEL MATTERS - 00004	2,071.00	62.13	2,133.13
	TOTAL APRIL BILLING		2,133.13

Handwritten signature/initials



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: June 1, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: ACWA ELECTIONS AND VOTING DELEGATE SELECTION

BACKGROUND:

ACWA has launched two separate but concurrent election processes for the 2024-'25 term: the Board officers' election for President and Vice President and the region board elections. Starting this year, as a result of bylaw changes approved by the membership in 2022, ACWA has initiated new processes for ACWA members to elect the President and Vice President. In addition, some of the region election deadlines have changed.

DISCUSSION:

Major changes to the election process are below. The changes are also available in the attached ACWA Board policy (Attachment A).

- Member agencies must designate their voting representative by June 16. The form is attached for your reference (Attachment B). If you do not designate a representative to vote by the deadline, your agency's General Manager will be the authorized voter by default.
- The Election Committee will present an open ballot with all qualified candidates that will be distributed July 17. Including all qualified candidates on the ballot eliminates the need for last-minute floor nominations during fall conference.
- Members of ACWA will elect the President and Vice President by voting electronically before ACWA's annual meeting at fall conference. Since the voting period has been moved up, the results of the election will be formally announced on Sept. 27. **There will be no voting during fall conference.**
- Members who want to vote will need to submit their ballots via electronic communication or first class mail. More information is available under the "How to Vote" dropdown above.
- If a candidate does not receive a majority of votes for President or Vice President, a run-off election will be held and a new ballot will be sent out on Sept. 26 with the two candidates that received the highest amount of votes. The run-off ballots need to be submitted by Nov. 10.

Board Officers Election	Region Elections
--------------------------------	-------------------------



Once the voting delegate is selected, the voting process will be as follows:

- Each voting representative will receive a ballot on July 17 with the names of all qualified candidates. There will also be a space to write in the name of an eligible candidate. All ballots will be submitted **electronically**, except those who opted out of electronic voting in lieu of first class mail.
- **Vote deadline is 5 p.m. on Sept. 15. There will be no voting at fall conference.** Mailed ballots must be postmarked by Sept. 15 and received by Sept. 20 to be counted.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

STAFF RECOMMENDATION:

Staff Recommends that the Board of Directors select and appoint a voting delegate, and direct the Board Secretary to submit the completed designation form to ACWA.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

/ED

ATTACHMENT(S):

1. 2023 ACWA Board Policy
2. 2023 ACWA Voting and Delegate selection Form



Board Policy Manual

Section:	GO-2 Governance	Approval Date:	7/31/2015
Policy:	GO-2.3 Board Officers	Latest Revision:	2/3/2023

GO-2.3 Board Officers

The President and Vice President are the elected officers of the Association.

2.3.1 President

The President is an elected officer of the Association and presides at all meetings of the Board, the Executive Committee, and the general membership. The President is responsible to the Board of Directors and the general membership for the duties established by the Bylaws.

2.3.1.1 Duties and Authority

Within the limits of Bylaws and the Duties and Authorities established for Board members, and in coordination with the Executive Director, the President:

- Serves on the ACWA Board and presides at all meetings.
- Serves as the chair of the Executive Committee and presides at all meetings.
- Schedules special Board and Executive Committee meetings.
- Presides over all general membership meetings.
- Serves as a non-voting *ex officio* member of each committee, but will not be an *ex officio* member of the Nominating-Election Committee or the region boards.
- Appoints members of all committees upon recommendation from members and regions as communicated by the region chairs.
- Appoints the chair and vice chair of each committee, each of whom will be subject to ratification by the Board.
- Appoints one representative to serve on the Nominating-Election Committee in the odd-numbered year., whose purpose will be to nominate qualified individuals for the offices of President and Vice President of the Association for the succeeding term.
- Appoints special committees, work groups, and task forces from time to time as needed to accomplish a specific task or assignment, consistent with and supportive of the mission of the Association.
- Participates in the Association's spring and fall conferences.

- Represents and supports the Association’s official policies and positions when acting in capacity of President.
- Represents and promotes the Association’s purposes, policies, and goals at a variety of Association functions/events, including visits to member agencies for ceremonies, meetings, and retention efforts in coordination with the Executive Director.
- Represents and promotes the Association’s purposes, policies, and goals at a variety of external functions/events, including speaking engagements, event participation, and news media and other contacts in coordination with the Executive Director.
- Performs other responsibilities assigned by the Board.
- Authorizes expenditures from the Executive Director’s contingency fund in conjunction with the Vice President and Finance Committee Chair.
- Reviews and approves the Executive Director’s monthly expense reports in conjunction with the Finance Committee Chair.

2.3.1.2 Qualification

The President will be an elected or appointed member of the governing body or commission of a member agency of the Association at the time of his/her election.

2.3.1.3 Term of Office

The members of the Association will elect the President ~~at its fall conference by written ballot~~ in each odd-numbered year before the Association’s annual meeting, with the election results formally announced at the annual meeting. The President will take office on January 1 of the calendar year following election and will hold office until December 31 of the following odd numbered year two years later or until his/her successor takes office or is appointed. An elected President is not permitted to succeed himself/herself to that office.

2.3.1.4 Vacancy

Should a vacancy occur in the President’s office, the Vice President will assume the duties of that office and succeed the President for the unexpired term. Should the Vice President not be able to assume this role, the Board will appoint a person to fill the office for the unexpired term thereof.

2.3.1.5 Compensation

The President will serve without compensation by the Association. The Association will reimburse the President for necessary, actual, and reasonable expenses incurred in the performance of his/her duties while on Association business. The Association will reimburse the President for expenses incurred for attending conferences, meetings, seminars, and workshops or other events and which are mutually beneficial to the officer and the Association and have been authorized by either the Board or the Executive Director.

2.3.2 Vice President

The Vice President is an elected officer of the Association and is a voting member of the Board. The Vice President is responsible to the Board of Directors and the general membership for the duties established by Bylaws.

2.3.2.1 Duties and Authority

Within the limits of the Bylaws and the Duties and Authorities established for ACWA Board members, and in coordination with the Executive Director and President, the Vice President:

- Serves as a voting member of the Board.
- Serves as a voting member of the Executive Committee.
- Performs the duties of the President in the President's absence.
- Succeeds the President for an unexpired term if vacancy occurs.
- Serves on the ACWA JPIA Executive Committee.
- Participates in the Association's spring and fall conferences.
- Represents and supports the Association's official policies and positions when acting in capacity of Vice President.
- Represents and promotes the Association's purposes, policies, and goals at a variety of Association functions/events, including visits to member agencies for ceremonies, meetings, and retention efforts in coordination with the Executive Director.
- Represents and promotes the Association's purposes, policies, and goals at a variety of external functions/events, including speaking engagements, event participation, and news media and other contacts in coordination with the Executive Director.
- Authorizes expenditures from the Executive Director's contingency fund in conjunction with the President and Finance Committee Chair.
- Serves as a chair/vice chair or participant on committees or task forces as appointed by the President or Board.
- Performs other responsibilities assigned by the Board and President.

2.3.2.2 Qualification

The Vice President will be an elected or appointed member of the governing body or commission of a member agency of the Association at the time of his/her election.

2.3.2.3 Term of Office

The members of the Association will elect the Vice President at its fall conference by written ballot in each odd-numbered year before the Association's annual meeting, with the election results formally

announced at the annual meeting. The Vice President will take office on January 1 of the calendar year following election and will hold office until December 31 of the following odd numbered year two years later or until his/her successor takes office or is appointed.

2.3.2.4 Vacancy

Should a vacancy occur in the Vice President's office, the Board will appoint a person to fill the office for the unexpired term thereof.

2.3.2.5 Compensation

The Vice President will serve without compensation by the Association. The Association will reimburse the Vice President for necessary, actual, and reasonable expenses incurred in the performance of his/her duties while on Association business. The Association will reimburse the Vice President for expenses incurred for attending conferences, meetings, seminars, and workshops or other events and which are mutually beneficial to the officer and the Association and have been authorized by either the Board or the Executive Director.

2.3.3 Election of Board Officers

In accordance with the Bylaws, ~~a Nominating Committee appointed by the President will select candidates for the office of President and Vice President prior to the Association's fall conference in each odd-numbered year. The committee will present its slate of candidates to the Board at its September meeting prior to the membership meeting at fall conference (see Policy GO-2.6.3.1). The Association members will receive written notification of the date, time, and location of the membership meeting, as well as the committee's recommended slate of candidates.~~

~~2.3.3.1 Elected Officers~~

~~The elected officers of the Association will be the President and Vice President of the Association will be the elected officers of the Association, who are~~ They will be elected by written ballot by the members of the Association at its fall conference in each odd-numbered year before the Association's annual meeting, with the election results formally announced at the annual meeting.

~~2.3.3.2~~ 2.3.3.1 Nomination Eligibility Criteria

~~2.3.3.2.1~~ 2.3.3.1.1 Qualification

At the time of their election, the President and Vice President will each be an elected or appointed member of the governing body or commission of a member agency of the Association.

~~2.3.3.2.2~~ 2.3.3.1.2 Resolutions

An official nominating resolution from the Association member agency on whose board the nominee serves will accompany all nominations for the position of President and Vice President. An authorized signatory of the member agency's Board of Directors will sign said resolution. ~~September 1, or the first work day thereafter if September 1 falls on a weekend or holiday, is the deadline for the Association to receive candidate nominations.~~

~~The Association does not require resolutions of support from other agencies, but the Nominating Committee will review all materials received on behalf of the candidate. An authorized signatory of the member agency's Board of Directors will sign resolutions of support.~~

~~2.3.3.2~~ 2.3.3.1.3 Statement of Qualifications

Each nomination will include a statement of qualifications or resume highlighting the candidate's qualifications for the position, such as active involvement in ACWA task forces, region boards, committees, or the like. Candidates must also submit an abbreviated statement that can be included with the official ballot.

2.3.3.2 Call for Candidates Nominations Notice

A written notice requesting nominations of candidates for the election of President and Vice President of the Association will be sent electronically or by first class mail to each member in good standing by the established date in each odd-numbered year. The nominations and accompanying resolution and statement of qualifications to nominate a candidate must be received by mail or electronically by the Association before the established deadline. Nominations received after the deadline date will be deemed invalid.

~~2.3.3.3~~ Nominations for Officers from the Floor

~~Any member of the Association may nominate additional candidates for the office of President and Vice President. Members will make said nominations and seconds from the floor during the election of the offices of President and Vice President at the membership meeting scheduled for said purposes. A resolution of the governing body of the member making and seconding a floor nomination will be required. An authorized signatory of the member agencies' Board of Directors will sign said resolution. The member agency on whose board the nominee serves will submit a resolution of support if they are not the agency making the floor nomination or second. Said resolutions will be presented to the Clerk at the time of the floor nomination.~~

2.3.4 Election Committee

There will be an Election Committee consisting of eleven representatives whose purpose will be to present qualified individuals for the offices of President and Vice President of the Association. The Election Committee will screen all candidates to determine if the eligibility criteria have been met. The Election Committee will endorse a preferred candidate for President and Vice President before presenting an open ballot with all qualifying candidates to the members for a vote.

2.3.4.1 Selection

The Election Committee will be selected in the following manner:

1. Each of the 10 currently seated Region Boards in the odd-numbered year will appoint a representative from their respective regions to serve on the Election Committee.
2. One representative appointed by the President in the odd-numbered year will also serve on the Election Committee. Neither the President nor the Vice President qualifies to be appointed to this position.

2.3.4.2 Qualification

In order to serve on the Election Committee, an individual must be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the election cycle, the individual may not continue to serve. When the disqualified member represented a Region Board, the affected Region Board will select a replacement representative. When the disqualified member represented the President, the President will select an alternate representative.

Election Committee members may not run for the office of President or Vice President during the time they are serving on the committee.

2.3.4.3 Timing

The Region Boards and the President will appoint their representatives to the Election Committee by February 28 of each odd-numbered year.

2.3.4.4 Chair

The Election Committee will meet as needed throughout the election cycle to facilitate the election of the Board Officers. At its first meeting, the Election Committee will elect a chair to preside over the committee's meetings and duties for the duration of the election cycle.

2.3.4.5 Duties

The duties of the Election Committee are to:

1. Meet as needed throughout the election cycle to review materials governing the election of Board Officers and develop materials for the candidate interview process. Election Committee meetings are not open to the general membership.
2. Review the *Call for Candidates Nominations* notice prior to transmittal to the members.
3. Determine if the nominated candidates have met the eligibility criteria.
4. Conduct candidate interviews.
5. Endorse a preferred candidate for President and Vice President before presenting an open ballot with all qualifying candidates to the members for a vote by written ballot.
6. Election Committee Chair or his/her designee oversees ballot count.
7. Confirm that if a write-in candidate prevails in any election for President or Vice President that such individual will not be officially elected to such position until the Election Committee determines the individual meets the eligibility criteria.

2.3.5 Election by Written Ballot

ACWA's President and Vice President will be elected by written ballot in each odd-numbered year. The Election Committee will present an open ballot with all qualifying candidates to the members for a vote

on a schedule that will allow sufficient time for a run-off ballot and the election of the officers prior to fall conference.

The Association will use a direct or web-based online voting system to facilitate the written ballot process. Members can opt to cast a paper ballot by first class mail instead by selecting that option at the beginning of the election cycle in each odd-numbered year.

2.3.5.1 Voting

Each member of the Association in good standing at the time a vote is cast is entitled to one vote for the election of the President and Vice President that will be cast by its authorized representative by written ballot. At the beginning of each election cycle, members must designate their authorized representative by the established deadline. Members who want to cast a paper ballot by first class mail instead of voting electronically, will also need to indicate that choice at the same time.

2.3.5.1.1 If a member does not designate an authorized representative or opt out of electronic voting by the established deadline, ACWA will identify the member agency's general manager as the authorized representative and will transmit an electronic ballot directly or via third-party to the agency's general manager.

2.3.5.2 Ballot

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, will: (1) include the names of all qualifying candidates; (2) state the number of ballots needed to meet the quorum requirement (50 returned ballots); (3) specify the time by which the written ballot must be received by the Association in order to be counted or cast electronically; and (4) allow any authorized representative acting on behalf of the member to write in the name of an eligible qualified candidate. Each written ballot schedule will provide a reasonable time in which to return the ballots to the Association either electronically or by first class mail.

2.3.5.3 Return of Ballots

First class mail written ballots must be postmarked or cast by electronic communication by close of business (5:00 p.m.) on the designated election date. First class mail ballots should be sent to the Association's principal business office location and electronic ballots cast using the Association's designated electronic format. All written ballots received by first class mail within five days of the postmark deadline or electronically cast by the designated election deadline will be counted. Written ballots received either by first class mail or electronic communication from voting members after the specified date will be invalid and will not be counted.

2.3.5.4 Write-In Candidates

If a write-in candidate prevails in any election for President or Vice President, such individual will not be officially elected to such position until the Election Committee confirms that the individual meets the eligibility criteria and qualifications requirements.

2.3.5.5 Ballot Counting

All written ballots received by mail will remain sealed until opened in the presence of the Election Committee Chair or his/her designee. All electronic ballots will be tabulated and kept confidential under the oversight of the Election Committee Chair or his/her designee. Following the designated election deadline, the first class written ballot and electronic ballot results will be totaled in the presence of the Election Committee Chair or his/her designee.

Candidates or a designated observer may be present during the ballot counting process based on the established schedule.

Election of a nominee to the position of President or Vice President will be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the required quorum of 50; and (2) the number of written ballots approving the election of a nominee receives a majority of the ballots cast. If both the President and Vice President receive a majority vote, the results will be formally announced at fall conference.

2.3.5.6 Run-off Election

In the event a nominee does not receive a majority of the votes for President or Vice President in the first ballot round, a run-off election will be held for the office or offices for which a majority of the votes have not been received. The run-off election will only involve the nominees who received the two highest amounts of votes. The run-off election shall be conducted in the same manner as the initial election.

In the event the run-off election results in a tie vote, the successful candidate will be chosen by drawing straws. The Election Committee Chair will oversee this process.

2.3.6 Campaigning

The following policies are provided to establish the framework for how election campaigns will be conducted.

1. Staff will create an Election section on ACWA's website to feature informational materials related to the election process. The site will also include the candidate's photo and statement of qualifications.
2. Candidates will not post election materials to the ACWA Newsroom page.
3. ACWA will host an Election Townhall webinar for members at the onset of the written ballot process. All interested candidates will be introduced and members can ask questions. A recording of the webinar will be posted to the ACWA website for members to access.
4. Candidates will be provided with members' mailing and email data provided they agree to use the information exclusively for the election campaign
5. Region Boards and committees are free, but not required to, handle campaigning requests from candidates as they see fit if all candidates are treated equally.

2.3.7 Election Arbiter

ACWA’s General Counsel will serve as the arbiter of rules related to the Board Officers’ election process.

2.3.3.4.2.3.8 Additional Procedures for Election of Officers

The Board will have the authority to ~~develop additional procedures~~ adopt policies for elections (“Election Policy”) of President and Vice President setting forth the details for the election of such positions when not otherwise contrary to or covered by the Bylaws.

References:

California Corporations Code; Bylaws, Articles 3, 8, and 9.

See Administrative Procedure: *To be determined.*

Revision History:

Revision Date	Description of Changes	Requested By
7/31/2015	Initial Release	ACWA Staff and Governance Workgroup
2/3/2023	Revised Policy GO-2.3 Board Officers to incorporate revisions resulting from amendments to ACWA’s Bylaws and Election Task Force recommendations, primarily related to the election of ACWA’s Board Officers.	Election Task Force on 9/23/2023 Amended & Restated Bylaws as approved by the members on 11/30/22

2023 ACWA ELECTIONS
**AUTHORIZED VOTING
REPRESENTATIVE FORM**

ACWA has launched two separate but concurrent election processes for the 2024-'25 term: the board officers' election for President and Vice President and the region board elections. **In order to vote for the board officers, each member agency must designate one voting representative by June 16.** To designate your agency's one voter, submit this Authorized Voting Representative Form by the June deadline. If you do not designate a representative to vote by the deadline, your agency's General Manager will be the authorized voter by default. Authorized voters will receive an electronic ballot on July 17. For more information about ACWA's elections, visit www.acwa.com/elections.

The person designated below will cast our agency's vote for the election of ACWA's President and Vice President for the 2024-'25 term in the upcoming election.

Member Agency's Name		Agency's Phone No.
Authorized Voting Representative's Name	Authorized Voting Representative's Email	Authorized Voting Representative's Phone No.

Our member agency would like to cast a paper ballot by U.S. mail instead of voting electronically.
Please provide the mailing address below only if you are voting by mail.

Mailing Address	City, State and Zip
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Print Name of Member Agency's Authorized Signatory

X

Authorized Signatory Signature

Date

SUBMIT YOUR FORM

To: Donna Pangborn, Senior Clerk of the Board
Email: donnap@acwa.com
Mail: 980 9th Street, Suite 1000, Sacramento, CA 95814

**SUBMISSION DEADLINE
JUNE 16, 2023**