

Borrego Water District Board of Directors
Regular Meeting
September 13, 2022 @ 9:00 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004

COVID-19 UPDATE: The Borrego Water District Board of Directors meeting as scheduled in an electronic format. BWD will be providing public access to the Meeting thru electronic means only to minimize the spread of the COVID-19 virus, based upon direction from the California Department of Public Health, the California Governor's Office and the County Public Health Office. Anyone who wants to listen to or participate in the meeting is encouraged to observe the GO TO MEETING at:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/466660493>

You can also dial in using your phone.

United States: +1 (312) 757-3121

Access Code: 466-660-493

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

I. OPENING PROCEDURES -

- A.** Call to Order
- B.** Pledge of Allegiance
- C.** Directors' Roll Call: President Dice, Vice President Baker, Directors Duncan, Johnson and Rosenboom
- D.** Approval of Agenda
- E.** Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- F.** Comments from Directors
- G.** Correspondence Received from the Public- None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

- A.** Pipeline Replacement Program Recommendations – D Dale
- B.** Water Supply Program – G Poole/T Baker/D Duncan
- C.** Notice of Completion: Metro Builders for Waste Water Treatment Plant Renovation - D Dale
- D.** Approval to Award the Tank Replacement and Diesel Engine Upgrade Project to Superior Tank Co., Inc. – D. Dale
- E.** Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll
 1. Update on Board Activities
 2. Borrego Valley Hydrologic Model Overview - T Driscoll, Interra
 3. De Minimus Well Strategy: Contact Property Owner

AGENDA: September 13, 2022

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

- A. Operations and Infrastructure: Duncan/Rosenboom
- B. Budget and Audit: Dice/Rosenboom
- C. ACWA/JPIA Insurance: Dice/Johnson

AD HOC:

- A. Prop 68: Baker/Johnson
- B. Public Outreach: Dice/Johnson
- C. Grants: Dice/Johnson
- D. Cyber Security/Risk Management: Baker/Rosenboom
- E. Developer's Policy: Baker/Duncan
- F. Finance: Baker/Rosenboom
- G. WWTP Monitoring Wells: Baker/Rosenboom

IV. MONTHLY FINANCIAL & OPERATIONS REPORTS

- A. Water and Sewer Revenue and Expenses Report – J Clabaugh

V. STAFF/CONSULTANT REPORTS - VERBAL

- A. Borrego Springs Sub Basin Hydrologic Model – T Driscoll, Interra
- B. General Manager – Geoff Poole
 - i. TSS Grant
 - ii. Public Notice: Mesquite Trails Agreement (Attached)
 - iii. New Water Conservation Program Concept – On Site, Interior and Exterior Water Use Assessment (Resume of Proposed Consultant Attached)
 - iv. Waste Water Treatment Plant Capacity and Expansion Analysis: Item deferred to 9-27 Agenda to allow for public input
 - v. Air Quality Monitoring Funding Request
 - vi. Recording and Posting Recording of BWD Board Meetings

VI. CLOSED SESSION:

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Three (3) potential case)
- B. Conference with Real Property Negotiators (Gov. Code §Section 54956.8)
Property Easement APN: 140-303-0900 & 140-303-1100
Agency Negotiator: Geoff Poole, BWD General Manager
Negotiating Parties: BWD and US Gypsum Corp as potential buyer
Price and Terms of Payment
- C. Conference with Real Property Negotiators (Gov. Code §Section 54956.8)
Property Easement APN: 198-020-58-00
Agency Negotiator: Geoff Poole, BWD General Manager
Negotiating Parties: BWD and Jim Wermers (the Mall) as potential seller
Price and Terms of Payment

AGENDA: September 13, 2022

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

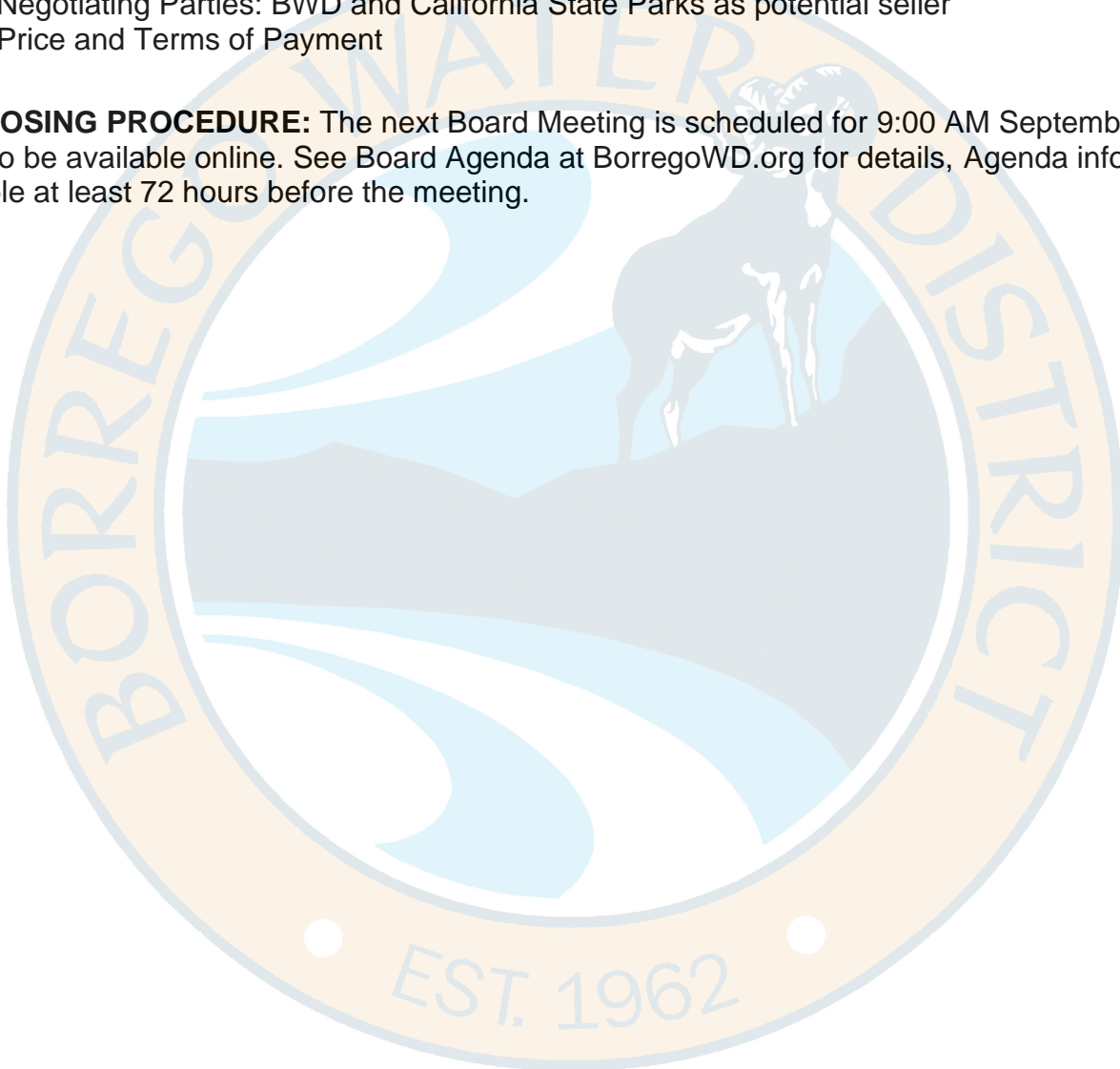
The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

- D. Conference with Real Property Negotiators (Gov. Code §Section 54956.8)
Property (BWD Wastewater Treatment Plant Monitoring Well Easements) APN: 200-120-42-00
Agency Negotiator: Geoff Poole, BWD General Manager
Negotiating Parties: BWD and T2 Borrego as potential seller
Price and Terms of Payment

- E. Conference with Real Property Negotiators (Gov. Code §Section 54956.8)
Property (BWD Twin Tanks Reservoir Pipeline and Access Road) APN: State Park Land
Agency Negotiator: Geoff Poole, BWD General Manager
Negotiating Parties: BWD and California State Parks as potential seller
Price and Terms of Payment

VII. CLOSING PROCEDURE: The next Board Meeting is scheduled for 9:00 AM September 27, 2022, to be available online. See Board Agenda at BorregoWD.org for details, Agenda information available at least 72 hours before the meeting.



AGENDA: September 13, 2022
All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 13, 2022
AGENDA ITEM II.A

September 8, 2022

TO: Board of Directors

FROM: Geoffrey Poole David Dale

SUBJECT: Pipeline Replacement Program Recommendations – D Dale

RECOMMENDED ACTION: Authorize Staff to proceed with preparation for bidding of pipeline replacement program using Hybrid approach

ITEM EXPLANATION: Staff has been evaluating the most efficient way to affordably replace 45 miles of pipeline that is needed ASAP. As discussed at the previous Board Meeting, staff is recommending bidding labor and equipment activities only to replace one mile of pipe (with an option for one more mile) for a one year period with an option for one more year. BWD will provide all materials and the other services needed to complete the project (traffic control if needed, compaction/paving, permitting, etc...). The final decision on 1 mile vs 2 mile and 1 year vs 2 year will be determined once bids are received.

Attached is an updated CIP that reflects the recommended change. The “budget” for this Program has been determined by combining cash on hand from the 2020 \$3 M BWD Bond Issue (\$610,000) and the specific projects identified to be funded by cash on hand(\$438,500) for a total of (\$1,048,500) thru FY 2024.

With Board approval, Staff will proceed with development of bid documents and other activities needed to start the work.

FISCAL IMPACT: All pipeline projects previously identified in the current CIP have been re labeled and included in the new Pipeline Replacement category. These expenses are iall included in the current water rate structure set during the last Proposition 218 process. ee lines 1 and 1 on the attached revised CIP.

NEXT STEPS: Complete bid documents and return for Board approval

ATTACHMENTS

1. Revised CIP

CAPITAL IMPROVEMENT PROJECTS

CASH RESERVE FUNDED WATER PROJECTS

Water Projects

1 Pipeline Replacements		\$ 438,500	\$ 190,000															
2 ID-5 Well VFD		\$ 200,000																
3 Replace and upgrade Booster Pump Station 5			\$ 125,000															
4 Facilities Maint - Office	\$ 50,000																	
5 Water Treatment Facility (phase 2)										\$ 250,000								
6 Emergency System repairs	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
SUBTOTAL WATER CASH RESERVE PROJECTS	\$ 110,000	\$ 698,500	\$ 375,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 310,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000

Sewer Projects

7 Manhole Replacements/Refurbishment (2/year)	\$ 47,408	\$ 49,778	\$ 52,267	\$ 54,880	\$ 57,624	\$ 60,505	\$ 63,531	\$ 66,707	\$ 70,042	\$ 73,545	\$ 77,222
SUBTOTAL SEWER CASH RESERVE PROJECTS	\$ 47,408	\$ 49,778	\$ 52,267	\$ 54,880	\$ 57,624	\$ 60,505	\$ 63,531	\$ 66,707	\$ 70,042	\$ 73,545	\$ 77,222

TOTAL CASH WATER/SEWER CIP PROJECTS 2021 THROUGH 2029 \$ 157,408 \$ 748,278 \$ 427,267 \$ 114,880 \$ 117,624 \$ 120,505 \$ 373,531 \$ 126,707 \$ 130,042 \$ 133,545 \$ 137,222

FACILITIES MAINTENANCE DETAIL

Stucco Building and Replace Failing Solar Cells	\$ 20,000
Carpet/Paint Office and Install Energy Efficient Lighting	\$ 30,000

TOTAL CASH RESERVES CAPITAL IMPROVEMENTS PROGRAM	\$ 157,408	\$ 748,278	\$ 427,267	\$ 114,880	\$ 117,624	\$ 120,505	\$ 373,531	\$ 126,707	\$ 130,042	\$ 133,545	\$ 137,222
TOTAL CASH RESERVES SHORT LIVED ASSETS	\$ 82,779	\$ 257,000	\$ 249,250	\$ 250,163	\$ 232,650	\$ 211,888	\$ 205,500	\$ 187,533	\$ 237,253	\$ 152,807	\$ 397,753
TOTAL CASH RESERVES CIP AND SHORT LIVED ASSETS ANNUAL BL	\$ 240,187	\$ 1,005,278	\$ 676,517	\$ 365,043	\$ 350,174	\$ 332,393	\$ 579,031	\$ 314,240	\$ 367,295	\$ 286,351	\$ 534,975

GRANT FUNDED CIP PROJECTS

Water Projects

DWR Grant Net \$2,855,333	
8 Replace Twin Tanks	\$ 924,000.00
9 Replace Wilcox Diesel Motor	\$ 83,333.00
10 Replace Indianhead Reservoir	\$ 924,000.00
11 Rams Hill #2, 1980 galv. 0.44 MG recasting	\$ 924,000.00

Groundwater Management P68 Grant

DWR Grant Net \$1,731,000	
12 AMI	\$ 455,000.00
13 Monitoring Wells	\$ 141,000.00
14 Administration	\$ 75,000.00

TOTAL WATER/SEWER GRANT CIP PROJECTS \$ 3,526,333 \$ 530,000 \$ 530,000 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

2021 BOND FUNDED CIP PROJECTS

15 Well ID5-15 Completion	\$ 300,000
16 Well ID4-10 Inspection/Repairs	\$ 225,621
17 Pipeline Replacement	\$ 815,800
TOTAL 2021 BOND FUNDED CIP PROJECTS	\$ 1,411,121

POTENTIAL BOND FUNDED CIP PROJECTS

Wells, Booster Stations, Reservoirs & Associated Transmission Mains

18 Borrego Springs Road Pipeline Replacement		\$ 1,140,508																
19 Sun Gold Pipeline Replacement		\$ 3,110,325																
20 Deep Well Pipeline Replacement				\$ 2,225,000														
21 West and East Star Road Pipeline Replacement					\$ 450,000													
22 Country Club Tank Recasting, 1999 1.0 MG						\$ 250,000												
23 Water Treatment Facility (phase 1)							\$ 900,000											
24 Water Treatment Facility (phase 2)								\$ 650,000										
25 New production well										\$ 2,000,000								
26 Solar *Updated to convert approximately 85% of BWD Wells to Solar																		\$ 1,200,000
27 Well 5 Transmission Main Project								\$ 2,286,000										
28 Club Circle Water and Sewer Pipeline Replacement Project																		
29 Projected Water Supply Costs								\$ 2,000,000										\$ 2,000,000
TOTAL FUTURE BOND CIP PROJECTS	\$ -	\$ -	\$ 4,250,833	\$ -	\$ 2,225,000	\$ 2,450,000	\$ 2,536,000	\$ 900,000	\$ 650,000	\$ 4,000,000	\$ 1,200,000							

Total Annual CIP Spend: \$ 4,907,641 \$ 1,535,278 \$ 5,457,350 \$ 365,043 \$ 2,575,174 \$ 2,782,393 \$ 3,115,031 \$ 1,214,240 \$ 1,017,295 \$ 4,286,351 \$ 1,734,975

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 13, 2022
AGENDA ITEM II. B

September 8, 2022

TO: Board of Directors
FROM: Geoffrey Poole and Diana Del Bono
SUBJECT: Water Supply Program – T Baker/D Duncan

RECOMMENDED ACTION:

Approve Water Supply Policy and Related Documents

ITEM EXPLANATION

Attached is the series of documents needed to extend the Pilot Water Supply Program for those small developments (less than one acre foot per year) in need of a water meter.

FISCAL IMPACT

Goal is to set rates that lead to cost recovery in the future.

NEXT STEPS

Implement Policy

ATTACHMENTS

1. Policy 2022-09-01 Water Supply for Small Development
2. Will Serve Letter for Water and/or Sewer Service
3. Resolution 2022-09-01 BWD Program Regarding Provision of Water Supply for Small Development Projects

BORREGO WATER DISTRICT

POLICY STATEMENT

SUBJECT WATER SUPPLY FOR SMALL DEVELOPMENT POLICY
NO. 2022-09-01
ADOPTED August 24, 2021 (Water Supply Pilot Program Conditions)
REVISED September 13, 2022

Subject to the conditions outlined below, beginning on September 13, 2022, BWD intends to make BWD water service available to proponents of qualifying Projects, including Small Public Construction, within the BWD service area with an estimated water demand of up to one (1) acre foot per year or less:

1. Applications for such BWD water service from proponents of eligible Projects will be accepted by BWD from July 26, 2022 forward, on a first-come, first serve basis with the priority date given by BWD upon submitting an application in person at BWD office. No more than one application will be accepted for any landowner, Project proponent, Small Public Construction proponent or parcel. Applications and any commitment for water service made available under the Program are not assignable to any other land, parcel, or Project. Applications and any commitment for water service may be assigned to a new owner of a Project for which an application has been submitted or a BWD commitment made only with the advance, express written permission of BWD.
2. For the totality of all Projects, including Small Public Construction, collectively, BWD will make water supply available in a total amount of up to seventy-two (72) acre feet of Water Supply. Once that total amount is exhausted, no further BWD-owned water supply or water service will be made available under the Program to existing or future applicants, except as may be determined by the BWD Board of Directors.
3. For planning purposes, 1 EDU = .55 af per year of Water Supply required.
4. The Program described herein will terminate on the earlier of: (1) Will Serve Letters, as described below, being issued by BWD in favor of Projects, including Small Public Construction, in an amount of seventy-two (72) acre feet of water service, or (2) June 30, 2025, whichever occurs first.
5. Applicants will be required to submit a BWD Commitment to Secure Water Rights for Small Developments Acknowledgement Form ("Acknowledgement") and New Meter Application ("Application") to BWD substantially in the form of the attached Exhibit B. Applications must be completed in full and be submitted along with all required documentation to BWD at the BWD Office. The application form may be modified by BWD staff, as reasonably determined by the BWD General Manager.
6. The Application review fee will be \$200, non-refundable.
7. The cost to the Applicant of acquiring the BWD water supply made available under this Program (i.e., the "Water Supply Charges") will be calculated by multiplying the estimated annual water demand of the Project in acre feet (af), as verified by BWD staff, times \$9,560/af . The Water Supply Charge will be subject to change at the discretion of the BWD Board of Directors.
8. Applications will be reviewed by BWD in the order received, provided such applications are complete and the application fee is paid in full.

9. Incomplete applications will be returned to the applicant. For prioritization purposes, applications will retain their original filing dates, so long as complete applications are resubmitted to BWD within thirty (30) days after BWD's mailing out of incomplete applications back to the Applicant.

10. To qualify for BWD water service, Projects, including Small Public Construction, must use native plant materials in landscaped areas, and water efficient appliances/equipment.

11. If sewer service is available to the subject parcel, connection to BWD system is required.

11. Applicants shall meet all of the following conditions:

a. Applicants shall attest on the Acknowledgement form that they have searched for and been unable to locate BPA for sale for a reasonable price by any holders of BPA.

b. The applicant must provide BWD with evidence of County of San Diego interim and final approval of the Project, including Permit Number, Building Permit and Certificate of Occupancy—whether by written approval or waiver of County requirements by virtue of the Project's type or size—or a pending land use application for the Project, if any. If County of San Diego approval is not required (e.g., for Small Public Construction), the Applicant shall provide evidence to BWD of the status or formal approval by the regulatory agency, if any, required to approve such Project or Small Public Construction. See Procedures for details (Exhibit A).

12. If all of the above requirements and conditions are met after BWD's ministerial review of an application, and BWD water supply and service under this Program is still available at the time BWD's review of an application is complete, BWD will so notify the applicant of all conditions needed to be met to establish water service in a Will Serve Letter. The following additional steps will then occur:

a. BWD will produce a "Will Serve" Letter Exhibit C indicating the conditions under which BWD will provide water service to a qualifying Project, which will include a BWD-cost estimate for the Project (including Small Public Construction) to obtain water service.

b. If after 30 days, the Applicant does not accept Conditions, the Application is withdrawn from consideration. Will Serve Letters will be valid for no more than twenty-four (24) months. All Projects must be completed on the ground, a certificate of occupancy or equivalent approval issued for the Project or Small Public Construction, and BWD water service commenced within such timeframe. WSL may be extended, for cause, as determined by BWD. Customer will receive refund of any charges paid to BWD upon termination of WSL, provided that BWD construction, design, processing and related fees accrued to date will be non-refundable.

13. Before BWD will commence water service to a Project:

a. All applicable BWD fees and charges must be paid, including but not limited to the BWD Water Supply Charge, meter/service charge and other costs identified by BWD or set by BWD policy.

b. For construction purposes only, water service may be temporarily provided by BWD through a newly installed meter at the qualifying Project site.

c. The applicant will provide BWD with a valid Certificate of Occupancy or equivalent approval for the Project or Small Public Construction to establish water service.

d. All other BWD policies, standards and requirements must have been satisfied in full.

Commented [DDB1]: Do we want to change this to Water Supply?

Commented [DDB2]: Same here..

Deleted: If after 30 days, the Applicant does not accept Conditions, the Application is withdrawn from consideration

Deleted: Once fees are paid, BWD will issue

Deleted: valid for 24 months unless

14. The BWD Board will receive quarterly reports from Staff on the status of the Program. The Board will review, discuss and amend the rates and charges as needed (on an annual basis at a minimum) to ensure future BWD costs are being recovered.

EXHIBIT A
PROCEDURES FOR
NEW WATER SERVICE

STEP ONE – SUBMIT APPLICATION: Property Owner shall complete and submit to BWD for review and comment the New Meter Application and BWD Commitment to Secure Water Rights for Small Developments Acknowledgement Form. In addition, a non-refundable Processing Fee of \$200 is due when completed documents are submitted to BWD. A two to four week turn for review and comment by BWD is projected and the actual length of BWD review is dependent upon the complexity of the proposed Project or Small Public Construction.

Deleted: UNDER THE PILOT PROGRAM¶

STEP TWO – BWD REVIEW OF APPLICATION: BWD will review Application and respond to Applicant with a Will-Serve Letter specifying the conditions that must be met and all projected costs to receive water service.

STEP THREE – WILL SERVE LETTER EXECUTION & PAYMENT OF FEES: Applicant accepts BWD Will Serve Letter conditions, Property Owner signs and pays all fees including capacity charges, water supply charge, meter and service fee and any other costs identified by BWD following Application review. If after 30 days, the Applicant does not accept Conditions, the Application is withdrawn from consideration. Will Serve Letter valid for 24 months unless extended, for cause, as determined by BWD. Customer will receive refund of any charges paid to BWD upon termination of Will Serve Letter, provided that BWD construction, design, processing and related fees accrued to date will be non-refundable.

Deleted: Once fees are paid, BWD will issue

STEP FOUR – WATER SERVICE/METER INSTALLATION: At BWD's discretion, a new water service (if needed) and meter will be installed.

STEP FIVE – TEMPORARY WATER SERVICE FOR CONSTRUCTION INITIATED: Applicant shall provide copy of County Building Permit and submit a request for Temporary Water Service and pay fees, if any. BWD will temporarily turn on water meter during construction for up to 12 months total, subject to potential extensions for cause, as determined by BWD. The Property Owner/Applicant shall be billed at the BWD approved rates for the proposed Project customer class and meter size.

STEP SIX – RESIDENTIAL/COMMERCIAL WATER SERVICE INITIATED: Property Owner/Applicant completes construction and submits copy of Occupancy Permit to BWD when issued by County of San Diego. BWD initiates residential/commercial water service and Customer is entered into Billing System with responsibility for payment of monthly base meter fees and volumetric water use



Exhibit B

WATER AND SEWER SERVICE APPLICATION

PART 1 – GENERAL INFORMATION

APPLICANT CONTACT

NAME			
ADDRESS			PHONE <input type="checkbox"/> H <input type="checkbox"/> W <input type="checkbox"/> C
CITY	STATE	ZIP	PHONE <input type="checkbox"/> H <input type="checkbox"/> W <input type="checkbox"/> C
EMAIL			

OWNER/BILLING CONTACT same as Applicant

NAME			
ADDRESS			PHONE <input type="checkbox"/> H <input type="checkbox"/> W <input type="checkbox"/> C
CITY	STATE	ZIP	PHONE <input type="checkbox"/> H <input type="checkbox"/> W <input type="checkbox"/> C
EMAIL			

PART 2 - PROPERTY AND CONTRACTOR INFORMATION

PROPERTY INFORMATION

SERVICE ADDRESS		LOT No
CITY	ZIP	TRACT/SUBDIVISION
ASSESSOR'S PARCEL No	BUILDING/GRADING PERMIT No	PERMIT DATE
LOT SQ FT	No OF BLDGS	No OF STORIES
		No OF DWELLING UNITS

SITE CONDITIONS:

- Private well is planned for the property
 Meter locations are paved or will be paved prior to service installation.

PART 3 - METERS TO BE INSTALLED / SERVICE USE

DESCRIPTION OF PROJECT:

MAX GALLONS PER MINUTE:	NUMBER OF METERS REQUESTED:
-------------------------	-----------------------------

SERVICE TYPE: (CHECK ALL THAT APPLY)

- Single family: _____ Baths
 Multi Family: _____ Baths
 Pool/Spa: _____ Gallons
 Outside Irrigation: _____ gal/yr. Max Flow: _____ (gpm)
 Commercial (Specify Type): _____
 Other (Specify Type): _____
 Temporary Water Service for Construction is Requested.
 Meter Upsize or Downsize from _____ to _____
 Master Metered
 Master Meter BPA Re-calculation:
 _____ additional BPA will be needed.

CONTRACTOR CONTACTS

DOMESTIC PLUMBER / CONTRACTOR NAME		
ADDRESS		OFFICE PHONE
CITY	ZIP	CELL PHONE
FIRESERVICE/PLUMBER/CONTRACTORNAME <input type="checkbox"/> same as domestic plumber / contractor		
ADDRESS		OFFICE PHONE
CITY	ZIP	CELL PHONE

PART 4 – FIRE PROTECTION BSFPD

The County of San Diego and Borrego Springs Fire Protection District (BSFPD) have determined the following Fire Protection Conditions for the proposed project:

- Fire Hydrant - Public: _____ GPM Required
 Fire Hydrant - Private: _____ GPM Required
 Sprinklers - _____ GPM Required

PART 5 - WASTEWATER SERVICE REQUEST

BWD Offers Sewer Services for customers in Town Center, Club Circle, Borrego Springs Resort, and Rams Hill

Please note the undersigned owner is requesting sewer service based on the rules and regulations of the District, and agrees to call for district inspection of the house lateral and tie-in before backfilling 48 hours in advance.

All lateral / road work is to be performed by customer. Please notify the District prior to construction and while trench is open for inspection.

CHECK APPLICABLE BOX BELOW.

- I am requesting to be a BWD wastewater customer.
 Commercial Food Preparation is planned.

Note: All applicants are cautioned of their responsibility to construct their sanitary plumbing system according to the County of San Diego Plumbing Code, and to install a grease trap and/or a P-trap, if necessary, to prevent grease from entering the sewer or allowing sewer gases to be vented on the premises. (Sewer Rules and Regulations, Sect 7.3.2)



WATER AND SEWER SERVICE APPLICATION CONT'D

PART 6 - BACKFLOW SURVEY

YES <input type="checkbox"/>	NO <input type="checkbox"/>	1. Do you have a well, either working or abandoned?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	2. Will there be a single meter servicing multiple user?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	3. Will this service also serve irrigation?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	4. Will you use non-potable liquids or chemicals on the property?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	5. Will the HVAC be operated with water?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	6. Will you have any equipment, other than residential, connected to the potable water system? Examples include but are not limited to: re-circulating pumps, booster pumps, boilers, hydronic systems, solar systems, steam generators, or cooling towers?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	7. Will you inject chemicals into the fire line?

PART 7 - FIRE SURVEY

YES <input type="checkbox"/>	NO <input type="checkbox"/>	12. Will there be more than one fire service at this property?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	13. Will you need internal protection that requires a backflow device?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	14. Are you going to install a proper backflow assembly? Have you verified the appropriate device and location through BWD?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	15. Will there be any non-potable use, such as the use of recycled water, graywater, or rain water catchment systems? Explain: _____
YES <input type="checkbox"/>	NO <input type="checkbox"/>	16. Are you an Industrial, Commercial, or Institutional customer, or a residential developer applying for standard service?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	17. Will there be a swimming pool, pond, fountain, or a decorative water feature on site?

PART 8 - ACKNOWLEDGEMENTS

ADDITIONAL INFORMATION COMMENTS:

APPLICANT SIGNATURE

PROPERTY OWNER / APPLICANT/AUTHORIZED AGENT	ASSESSOR'S PARCEL N ^o
SIGNATURE (By signing below I acknowledge that I have read and agree to each applicable section above.)	DATE

FOR BWD USE ONLY:

Application Filed Date: _____	BWD: _____
Will Serve Letter Issued Date: _____	BWD: _____
Will Serve Executed Date: _____	BWD: _____
Building Permit Rec'd Date: _____	BWD: _____
Construction Service Start Date: _____	BWD: _____
Certificate of Occupancy Rec'd Date: _____	BWD: _____
Pressure Regulator Needed: _____	BWD: _____

FOR BWD USE ONLY ID#2 Sewer Service, TCS:

Total EDU's Held: _____ Total EDUs in use to date: _____
 Total No. EDUs for This Service: _____

FEES:
 Capacity Fee: _____ EDUs @ \$712.80 P/EDU \$ _____
 Inspection: _____ EDUs @ \$50.00 P/EDU \$ _____
 Total Fees Due: \$ _____
 Balance of EDU's Left unused: _____

PLEASE INCLUDE YOUR \$200.00 APPLICATION PROCESSING FEE BY CHECK OR MONEY ORDER
 PAYABLE TO:
BORREGO WATER DISTRICT

**BWD Commitment to Secure Water Rights for Small Developments
Acknowledgement Form**

BWD has a limited pool of water rights, known as BPA. BWD has decided to make available a limited amount of its water supply to help a limited number of small developments (aka Projects) within the BWD service area receive BWD water service.

Commented [DDB3]: Change?

Property Owner: _____ APN: _____

County Permit Application No.: _____

The undersigned acknowledges

	Initial
I have tried to secure BPA for my development and have been unsuccessful	
I have read the Pilot Program Resolution and associated documents, and I understand BWD will provide water service to serve the proposed Project based upon the estimated quantity of water needed for the Project, as determined by BWD following review of the Application.	
Once an Application is accepted and deemed complete, BWD will provide a Will Serve Letter outlining all water supply and service-related costs and conditions for the Applicant to receive water service as described in the Pilot Program Resolution and associated documents. If conditions are accepted by Property Owner/Applicant and all fees paid, BWD water service commitment will remain valid for up to 24 months.	
The available water supply/water service will be allocated on a first come, first served basis to qualifying applicants, with the application date priority given by BWD upon submitting the Application and Acknowledgement forms at the BWD office.	
I understand as a Property Owner I am ultimately responsible for any delinquent payments on future water bills on this account, including those former tenants. Liens on future sale or annual property tax rolls are methods of collection available to BWD if amounts remain unpaid	
I understand and acknowledge as Property Owner that BWD's water supply is the tangible property of BWD, and by making such tangible property available to Property Owner, Property Owner is using, renting, or leasing BWD's tangible property. As such, any fee paid for such water supply is a fee paid for use of local government property, or rental or lease of local government property, and the amount of such fee reasonably relates to the value of the local government property interest conveyed.	

Commented [DDB4]: Change??

Signed _____ Date _____

BWD USE ONLY:

DATE RECEIVED BY BWD: _____ By _____



Borrego Water District

Insert Will Serve Letter for Water and/or Sewer Service

Exhibit C

INSERT NEW WATER SUPPLY POLICY as attachment to Will Serve Letter

INSERT AMENDED RESOLUTION HERE as attachment to Will Serve Letter



Borrego Water District

Will Serve Letter for Water and/or Sewer Service

Applicant: _____ **Address:** _____ **APN** _____

Date: _____

Following review of the Application for Water and/or Sewer Service on the subject property, the findings below have been made and conditions developed for your development ("Project") to receive water and/or sewer service from Borrego Water District ("BWD"). Subject to the conditions described herein, including but not limited to payment of all applicable fees and charges, water and or sewer service (if requested) for the Property is available from BWD as set forth herein.

WATER FINDINGS:

- 1. Annual Water Demands = [redacted] acre feet per year:** BWD has determined your proposed development is equivalent to the typical dwelling unit in Borrego Spring, which has been calculated at .55 acre feet per year (.55 afy = 162,925 gallons per year).
- 2. Meter Size = [redacted]:** The proposed Development will require at least this sized meter to meet projected potable, irrigation and fire flow demands.
- 3. Need for Backflow Prevention = [redacted]:** BWD must ensure the integrity of its water system by preventing water from flowing backwards from the proposed Development into the BWD system under certain conditions, known as Backflow. State law prescribes if and when Backflow Prevention is required and is the guiding factor in this finding.

WATER COST:

- 1. Water Supply Cost = [redacted] afy X \$9,560/AF = \$5,258:** The Borrego Springs Basin is ruled by a Stipulated Judgment agreed upon by the vast majority of basin pumpers and ruled favorably upon by the Orange County Superior Court in April 2021. The Basin is also critically overdrafted and pumping reductions of approximately 75% from 2020 to on or before 2040 are needed for Basin sustainability. Therefore, water rights must be purchased by BWD to provide the water to serve your development. To accommodate mandated annual pumping reductions, the BWD Board is requiring new connections to purchase 5X the annual water demands as an Overdraft Multiplier which is factored into the cost estimate above.
- 2. Capacity Fees = \$2530:** Capacity Fees are charged to offset the prior expenses incurred by BWD to construct and maintain the water system before the proposed Development is added to the system. Capacity Fees are also often described as a "Water System Buy-in" or a Connection Fee.
- 3. New Water Service (if needed) = \$5,360 or 4,000:** Various lots in Borrego Springs were constructed over the years that included a water service from the pipeline in the street to the property line and other were not. For the Proposed Development, a water service was not installed. If applicable, this is the cost to install the service lateral.

Deleted: 4,362

4. **Water Meter = \$930** : The meter is connected to the aforementioned water service. The cost identified for the meter reflects the actual cost including gaskets and installation by BWD.

5. **TOTAL COST FOR WATER = \$** : This cost represents to total of the water related items identified above.

SEWER FINDINGS

1. **Total sewer Equivalent Dwelling Units and estimated cost for your proposed project is shown below**

2. **Total Sewer Equivalent Dwelling Units for your proposed development is** . The anticipated flow for your proposed development is consistent with similar projects in BWD and is equivalent to the typical dwelling unit in its service area. The following costs are based on the projected sewer capacity needs identified above.

Deleted: 1

SEWER COSTS

1. **Sewer Treatment Plant Expansion Fee per EDU = \$** : To provide sewer service to the proposed Development, a portion of the existing Plant Capacity will be dedicated and this fee covers the cost to expand the Plant in the future to offset the new demand.

2. **Sewer Capacity Fee (System Buy in) = \$** : Capacity Fees are charged to offset the prior expenses incurred by BWD to construct and maintain the sewer system before the proposed Development is added to the system. Capacity Fees are also often described as a "sewer system buy-in."

3. **Sewer Connection and Inspection Fee = \$50**: Fees are assessed to cover BWD costs.

4. **TOTAL COST FOR SEWER = \$** : The proposed development will be on a private septic system.

TOTAL COST ESTIMATE

1. **Water \$ + Sewer Costs \$ = \$**

If you desire to proceed under the terms outlined above and, in the attachments, please sign the Will Serve Terms and Conditions that follow.

Sincerely,

Geoffrey Poole, General Manager
W/ Attachments

Date

1. Will Serve Letter: Terms/Conditions & Will Serve Letter: General Conditions
2. RESOLUTION NO. 2021-09-01 ADOPTING BORREGO WATER DISTRICT PROGRAM REGARDING PROVISION OF WATER SUPPLY FOR SMALL DEVELOPMENT PROJECTS
3. Water Supply for Small Development Policy,

Deleted: 1

Deleted: 8

Deleted: 2

Commented [DDB1]: Change the resolution

Deleted: Program Conditions

WILL SERVE LETTER: TERMS AND CONDITIONS

1. Applicant represents and warrants that Applicant has read Resolution No. 2021-09-01 Adopting Borrego Water District Program Regarding Provision of Water Supply for Small Development Projects, attached hereto and incorporated herein as Exhibit "A" ("Exhibit A") and all exhibits and associated documents thereto, and Applicant represents and warrants that Applicant meets all requirements and conditions set forth therein. [The Program provides for the lease of water supply from the District. Payment under such provisions constitutes a fee for the use, rental, or lease of local government property for purposes of article XIII C, section 1\(e\) of the California Constitution.](#)
2. BWD service to the Property is conditioned upon receipt by BWD of all applicable payments for fees and charges, including but not limited to a \$200 Application Fee, all costs set forth herein, and all other costs identified by BWD or set by BWD policy.
3. BWD service to the Property is conditioned upon Applicant's compliance with all terms and conditions in the [Water Supply for Small Development Policy #2022-09-01](#), attached hereto and incorporated herein as Exhibit "B" ("Exhibit B") including but not limited to Applicant's use of native plant materials in landscape areas and water efficient appliances/equipment, Applicant's provision to BWD of County of San Diego and/or other regulatory agencies' interim and final approvals for the Project, and Applicant's provision to BWD of a valid Certificate of Occupancy or equivalent approval for the Project.
4. BWD service to the Property is conditioned upon Applicant's compliance with all terms and conditions in the Will Serve Letter.
5. BWD service to the Property is conditioned upon Applicant's full satisfaction of all other BWD policies, standards, and requirements.
6. BWD service shall be undertaken in conformance with all BWD rules, regulations, ordinances, resolutions, policies and procedures for service.
7. This Will Serve Letter shall not constitute a vested right to receive water or sewer service at any particular level or any particular amount, nor does this letter impose, expand, or limit any duty concerning BWD's obligation to provide service to its existing customers or any future potential customers. Nothing herein prevents or otherwise interferes with BWD's discretionary authority to declare a water shortage emergency in accordance with Water Code section 350 *et seq.* and to take any and all related and other actions authorized by law. All service by BWD is provided in accordance with BWD's authority and discretion as a public agency.
8. If Applicant does not accept the conditions herein and execute this Will Serve Letter within 30 days of issuance, Applicant's application for the Project shall be withdrawn from BWD consideration.
9. If all conditions are timely accepted by Applicant and all fees and charges are paid, this Will Serve Letter shall be valid for twenty-four (24) months from issuance. This Will Serve Letter shall automatically terminate twenty-four (24) months from the date of issuance. The Project must be completed on the ground, a certificate of occupancy or equivalent approval must be issued for the Project, and BWD water service must commence before termination of this Will Serve Letter.

Deleted: 8

Deleted: 2

Deleted: Program Conditions

Deleted: : General Conditions attached hereto and incorporated herein as Exhibit "C" ("Exhibit C").

10. I understand and acknowledge as Property Owner that BWD's water supply is the tangible property of BWD, and by making such tangible property available to Property Owner, Property Owner is using, renting, or leasing BWD's tangible property. As such, any fee paid for such water supply is a fee paid for use of local government property, or rental or lease of local government property, and the amount of such fee reasonably relates to the value of the local government property interest conveyed.

Commented [DDB2]: Lutfi's suggested addition. Will be putting this in the New meter application as well.

Will Serve Letter: General Conditions

The following provisions are from the Borrego Water District Administrative Code

1. If this is a new installation, the customer is required to clearly mark the property lines with a stake and mark the side of the lot where they prefer the new meter be installed (meter will be installed along one of the property lines within the street right-of-way). The District reserves the right to determine the final location of the meter.
2. Customer agrees to pay the monthly "Readiness to Serve Charge" from the "Water Rates" sheet and usage bill on or before the 24th of each month, or be subject to "late fees". An account delinquent for two (2) consecutive months or four (4) months within a twelve month period will be required to post a deposit equal to two months average bill for that account but not less than one hundred (\$100) dollars in order to continue or re-establish service.
3. Once a meter has been installed, the "Readiness to Serve Charge" will be billed monthly whether or not there is any usage. If the bill is not paid for any reason for a 3-month period of time, a lien will be placed on the property, the water meter will be subject to removal and new installation fees will apply.
4. Any payment by a check that is not honored will result in a penalty or a deposit being required.
5. It is the customer's responsibility to keep the meter box clear of landscaping, bees and debris, within 3 feet of the meter box. If the meter reader cannot read the meter due to any of the above, the District will estimate usage for that billing and the customer will be notified to clear the meter before the next reading. If a second notice is required, a fee determined by the Board from time to time, will be applied to the water bill.
6. Customer is responsible for all plumbing on their side of the water meter including functioning ball valve shut off.
7. Under no circumstance is the customer to operate the District's meter shut-off located on the street-side of the water meter. Customer will only use the shut-off valve on their side of the meter; if inoperable, contact the District office for assistance.
8. Customers are forbidden to attach any ground wire to any plumbing, which may, or may not be, connected to the District's distribution system.
9. The District agrees to provide 24-hour notice, if possible, when water is to be shut-off for repairs.

10. Customer will install and maintain a water pressure regulator on their side of the meter service. The District is not responsible for damage of personal property due to the fluctuation of water pressure.
11. The District or its duly authorized agents shall at all reasonable times have the right to enter or leave the customer's premises for any purpose reasonably related to the service of water to the customer.
12. Any change in meter size or change in meter location, requested by the customer, will be charged time and materials and will be performed at the discretion of the District.
13. It is the responsibility of the customer to notify the District of any change of ownership or change of billing address. For your protection, in case of any emergency situation, please make sure we have phone numbers on file to reach you in your absence from Borrego.
14. The District reserves the right to meter any service and to make the final determination as to the size and location of each service connection and meter.
15. In lieu of providing a Certificate of Liability Insurance, I hereby declare that I will assume all responsibility for any damage done to the water meter or the water system as a result of my connection to the system.
16. Wasteful or negligent use of water on a customer's premises is expressly prohibited. Such use may result in discontinuance of service as provided by other applicable sections of the District's Administrative Code, or other applicable ordinance of the District.
- 17. The owner of this property is ultimately responsible for any unpaid balance left by the tenant. If service is billed to a tenant, the property owner will be notified if service is discontinued for non-payment.**

I, _____, ("Applicant") accept all projected costs and conditions outlined in the Will Serve Letter and all other conditions BWD may impose from time to time, and covenant to comply with all of the terms and conditions specified herein, including BWD's PROGRAM REGARDING PROVISION OF WATER SUPPLY FOR SMALL DEVELOPMENT PROJECTS.

Deleted: ¶
¶
¶

Property Owner/Representative

Date: _____

INSERT NEW RESOLUTION HERE

Exhibit A

**Insert BORREGO WATER DISTRICT
WATER SUPPLY POLICY**

Exhibit B

RESOLUTION NO. 2022-09-01 BORREGO WATER DISTRICT PROGRAM REGARDING PROVISION OF WATER SUPPLY FOR SMALL DEVELOPMENT PROJECTS

Deleted: 8
Deleted: 2
Deleted: PILOT

WHEREAS, Borrego Water District (BWD) adopted its revised Policy For Water and Sewer Service for New Development (“Policy”) on April 27, 2021.

WHEREAS, Section 11(a) of the Policy states that a “Developer shall be responsible for acquiring and conveying to BWD the required water supply needed to serve the development with water, in amounts determined by BWD.”

Deleted: 3(b)
Deleted: BPA [Baseline Production Allocation]

WHEREAS, since entry of Judgment in the Borrego Springs Subbasin Groundwater Adjudication lawsuit (*Borrego Water District v. All Persons Who Claim a Right to Extract Groundwater, et al*, Orange County case no. 37-2020-00005776), concern has been expressed by landowners and other persons seeking to build or install new single family homes, other small residences, or small commercial and industrial projects meeting the definition of Small Public Construction, or to expand existing residences or projects (“Projects”) that water supply is not readily available for purchase for such Projects from private water supply holders within the Borrego Springs Subbasin.

Deleted: BPA
Deleted: BPA

WHEREAS, while water credits (as referenced in the Judgment) were formerly made available by BWD to assist in making water supplies available to such small Projects, under Section III(A) of the Judgment, “[a]ll water credits issued by BWD and/or the County pursuant to the BWD’s Demand Offset Mitigation Water Credits Policy (revised May 19, 2015) have been converted to BPA [Baseline Production Allocation]” and the BWD’s Demand Offset Mitigation Water Credits Policy has been terminated.

WHEREAS, BWD has determined, subject to the conditions described below, that it is willing on a basis to make a limited amount of its current water supply available to allow Projects within BWD’s service area meeting the criteria described herein to become regular customers of BWD.

WHEREAS, BWD has also determined, subject to the conditions described below, that it is willing to make available water supply for new, small projects advanced for the public benefit and constructed by public agencies or public utilities (“Small Public Construction”) in need of up to one (1) acre-foot of water service, provided that the proponents of such public projects will become regular BWD customers and are located within BWD’s service area.

Deleted: (i.e., those Projects that require up to the equivalent of five (5) BPA),

WHEREAS, the program will operate for a limited period of time, as described in the Water Supply for Small Development policy, with the goal and expectation that a private or other non-BWD sponsored market for the acquisition and sale of water supply may develop in the interim.

Deleted: below
Deleted: BPA

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT AS FOLLOWS:

The President of the District Board of Directors shall sign this Resolution and the District's Secretary of the Board of Directors shall attest and certify to the passage and adoption thereof.

This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by said Board on this 13th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kathy Dice
President of the Board of Directors
Borrego Water District

ATTEST:

Dave Duncan
Secretary of the Board of Directors
Borrego Water District

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

I, Dave Duncan, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the foregoing resolution was duly adopted by the Board of Directors of the Borrego Water District at a meeting of said Board held on the 13th day of September, 2022.

Dave Duncan
Secretary of the Board of Directors
Borrego Water District

Deleted: ¶

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
September 13, 2022
AGENDA ITEM II.C

September 13, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Acceptance of Construction & Authorization to File the Notice of Completion for the Wastewater Treatment Plant Improvement Project – G Poole/D Dale

RECOMMENDED ACTION:

Accept the Construction and Authorize the General Manager Sign and Authorize Staff to File the Notice of Completion for the Wastewater Treatment Plant Improvement Project.

ITEM EXPLANATION:

This project is funded by the State Water Resources Control Board, Division of Financial Assistance through the Clean Water Small Community Grant Program. The total funding allocated for the project is \$788,911 (State project number C-06-8199-110). There were no change orders that resulted in additional costs for the project.

The project is now complete, and staff is recommending that the district accept the construction and authorize the filing of the Notice of Completion.

The project included the following improvements:

- Headworks – Replace existing air-lift system with a fluid pumping system capable of pumped settled grit and solids from the bottom of the grit chamber to the separator. Replace electrical wiring. Repair spalling concrete.
- Oxidation Ditch – Replace decanting level control unit.
- Secondary Clarifiers – Replace skimmer/scrapper arms, main drive units, and sandblast/recoat piping. Repair spalling concrete.

NEXT STEPS

File the Notice of Completion with the County Recorder's Office.

FISCAL IMPACT

No fiscal impact

ATTACHMENT

1. Draft Certificate of Completion

20. CERTIFICATE OF COMPLETION

<p style="text-align: center;">RECORDING REQUESTED BY: Borrego Water District</p> <hr/> <p style="text-align: center;">AND WHEN RECORDED MAIL TO: Attn: Secretary of the Board Borrego Water District</p> <hr/> <p style="text-align: center;"><small>(Name)</small> 806 Palm Canyon Drive</p> <hr/> <p style="text-align: center;"><small>(Street Address)</small> Borrego Springs, California 92204</p> <hr/> <p style="text-align: center;"><small>(City, State, Zip)</small></p>	
--	--

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Project: Wastewater Treatment Plant Rehabilitation Project	Owner's Contract No.:
Owner: Borrego Water District	
Address of Owner: 806 Palm Canyon Drive, Borrego Springs, California 92004	Date of Contract: April 15, 2021
Contractor: Metro Builders & Engineers Group, Ltd.	Engineer's Project No.: 1246.001

This definitive Certificate of Completion applies to:

- X All Work under the Contract Documents: The following specified portions:

Project Complete

8/30/22
Date of Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, the Contractor and the Engineer, and found to be complete. The Date of Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING SEPTEMBER 13, 2022
AGENDA ITEM II.D

September 13, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager/David Dale, PE District Engineer

SUBJECT: Approval to Award the Tank Replacement and Diesel Engine Upgrade Project to Superior Tank Co., Inc.

RECOMMENDED ACTION:

Approve and award the project to the lowest responsive bidder (Superior Tank Co, Inc.) for the Tank Replacement and Diesel Engine Upgrade Project. Authorize the General Manager to send out a Notice of Award (NOA) and sign an agreement with Superior Tank Co., Inc. in the amount of \$2,886,086.00.

ITEM EXPLANATION:

The District received a grant in the amount of \$2,048,362.00 for the Tank Replacement and Diesel Engine Upgrade Project. The following table shows the breakdown of the original costs in the grant:

4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$1,814,720.00	\$1,814,720.00
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$181,472.00	\$181,472.00
Allowances (Soft Costs)	\$52,170.00	\$52,170.00
TOTAL	\$2,048,362.00	\$2,048,362.00

The District publicly advertised the project and contacted three tank companies during the bidding process to solicit interest in the project. Bids

were opened on August 23, 2022 at 2:00 p.m. at the District office. The district received one bid:

- | | |
|----------------------------|----------------|
| 1. Superior Tank Co., Inc. | \$2,886,086.00 |
|----------------------------|----------------|

As of August 2022, the Engineer's Estimate was \$3,068,100.00. The estimate in 2020 was \$1,814,720 and in October 2021 was \$2,542,100.00. The increase in the estimate is due to inflation in costs for construction from 2020 to August 2022. Discussions with the State funding agency suggest that additional funding is available to cover the increased costs for the project. A Final Budget Approval form has been filled out and will be submitted to the State for review.

The new grant request will now be \$3,349,694, which includes \$2,886,086 in construction costs, \$288,608 for contingencies (10% of construction costs for changes in the project during construction, or change orders), \$15,000 for land acquisition, \$90,000 in design costs to be reimbursed to the District, \$55,000 in construction management and \$15,000 for District administration costs. The total grant request is now \$3,349,694.00.

NEXT STEPS

Upon approval, the Notice of Award will be prepared and sent out. After approval of the contract documents, bonds, insurance, etc. by the District General Counsel, the notice to proceed and an agreement will be signed by the General Manager.

FISCAL IMPACT

The District received a grant in the amount of \$2,048,362 for this project which includes construction costs and soft costs. District staff submitted a Final Budget Approval Form to increase the project funding to \$3,349,694. The State funding agency will review and potentially approve in 4-5 months (January or February 2023). Because equipment prices are rising, it is important to approve the Notice of Award and notice to proceed now. The bids have a shelf life of 60 days from the bid opening date and must be awarded within that timeframe. If the project must be re-bid, it is anticipated that the bid price will increase.

ATTACHMENTS

1. Engineer's Cost Estimates
2. Superior Tank Co., Inc. Bid
3. Final Budget Approval Form
4. Draft Notice of Award
5. Grant Agreement

PROJECT: BORREGO WATER DISTRICT - INDIAN HEAD, TWIN TANKS AND RAMS HILL #2 TANK REPLACEMENT

10/5/2021

ITEM	QUA	UNIT	ITEM	UNIT COST	AMOUNT
1	1	LS	Mobilization, Bonds, General Liability Insurance, Workman's Compensation Insurance, Vehicle Insurance, Taxes, Permits, and Miscellaneous Fees	\$ 27,000.00	\$ 27,000.00
2	2	EA	Demolish Existing 220,000 Gallon Twin Tanks (Bolted gavanized steel) and Foundation. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA system to be Delivered to the District's yard.	\$ 22,000.00	\$ 44,000.00
3	1	EA	Demolish 220,000 Existing Indian Head Tank (Bolted galvanized steel) and Foundation. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA system to be Delivered to the District's yard.	\$ 22,000.00	\$ 22,000.00
4	1	EA	Demolish Existing 400,000 Rams Hill #2 Tank (Welded steel) and Foundation. North tank to remain in service until the new tank is in service. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA	\$ 50,000.00	\$ 50,000.00
5	1	LS	Remove and Dispose Existing Chain Link Fence (3 sites)	\$ 9,000.00	\$ 9,000.00
6	3	EA	Provide Tank Submittal, including Calculations Signed and Stamped by CA Registered Engineer.	\$ 10,000.00	\$ 30,000.00
7	3	EA	Prepare Tank Pad. Over excavate 30 inches of Native Material and Place 22 inches of Native Soil in 6-inch Maximum Lifts Compacted to 90% Max. Density. Install 8-Inch Galvanized Steel Ring around the Perimeter of the Tank. Excess Soil Material from Excavation to be placed/spread out along Access Road and Compacted to 90% Max. Density.	\$ 50,000.00	\$ 150,000.00
8	450	CY	Place 8 Inches of Crushed Rock at Tank Base	\$ 110.00	\$ 49,500.00
9	3	EA	Install 1/2 inch Fiber Expansion Joint material for one tank on Top of Crushed Rock.	\$ 5,000.00	\$ 15,000.00
10	415	LF	8-inch diameter C900 PVC Underground Piping including the Pipe Fittings per Plans and Specifications. Connect to Existing Piping as shown.	\$ 100.00	\$ 41,500.00
11	180	LF	10-inch diameter C900 PVC Underground Piping including the Pipe Fittings per Plans and Specifications. Connect to Existing Piping as shown.	\$ 120.00	\$ 21,600.00
12	1	EA	Install CLA-VAL Altitude Valve Model 210-01, or approved equal, on Twin Tank (not on other tanks)	\$ 7,500.00	\$ 7,500.00
13	3	EA	Install Tank Piping, Valves, Transition Couplings, Fittings, Tideflex Valves, Expansion Joints, Check Valves, Pipe Supports, Ductile Iron Risers, Thrust Blocks, Anti-Vortex Hardware, and other Appurtenances as Necessary for a Functional System and as shown on the plans. Includes all piping and appurtenances with the exception of items (10), (11) and (12) above. Item per tank.	\$132,700.00	\$ 398,100.00

14	3	EA	Installation of New Fusion Powder Coated 700,000 Gal. Bolted Water Storage Tank (Actual Storage of 500,000 Gal.) 16 ft. Height by 86 ft. Diameter. After Installation, Complete Holiday Testing of Interior Coating and Repair Holidays as Necessary to the Satisfaction of the Engineer.	\$ 506,500.00	\$ 1,519,500.00
15	3	EA	Furnish and Install OSHA Exterior Locking Ladder Kit, Railing Around Roof Hatch and concrete pad.	\$ 7,500.00	\$ 22,500.00
16	3	EA	Hydrostatic Testing, VOC Testing, Pressure Testing, Wash Down and Cleaning of Interior, Disinfection, and Provide Bacteriological Testing.	\$ 4,500.00	\$ 13,500.00
17	3	EA	Install 6-ft Height 14-ft Wide Double Swing Gate	\$ 4,500.00	\$ 13,500.00
18	940	LF	Install 6-ft Height Chain Link Fence	\$ 35.00	\$ 32,900.00
19	1	LS	Remove existing 80hp Diesel Engine. Provide Diesel Motor Submittal. Furnish and Install New Cummins QSF3.8, Kohler KDI3404TCR-SCR, CAT C3.4B, John Deere 4045TFC03, or Approved Equal	\$ 75,000.00	\$ 75,000.00

	2020	Now
Construction Cost Estimate Total:	\$ 1,814,720	\$ 2,542,100
10% Contingency:	\$ 181,472	\$ 254,210
Soft Costs:	\$ 52,170	\$ 52,170
Total Project Estimate:	\$ 2,048,362	\$ 2,848,480
Price Increase:		139%

PROJECT: BORREGO WATER DISTRICT - TANK REPLACEMENT AND DIESEL MOTOR UPGRADE PROJECT

8/15/2022

Engineer's Opinion of Probable Construction Cost

ITEM	QUA	UNIT	ITEM	UNIT COST	AMOUNT
1	1	LS	Mobilization, Bonds, General Liability Insurance, Workman's Compensation Insurance, Vehicle Insurance, Taxes, Permits, and Miscellaneous Fees	\$ 150,000.00	\$ 150,000.00
2	2	EA	Demolish Existing 220,000 Gallon Twin Tanks (Bolted galvanized steel) and Foundation. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA system to be Delivered to the District's yard.	\$ 28,000.00	\$ 56,000.00
3	1	EA	Demolish 220,000 Existing Indian Head Tank (Bolted galvanized steel) and Foundation. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA system to be Delivered to the District's yard.	\$ 28,000.00	\$ 28,000.00
4	1	EA	Demolish Existing 400,000 Rams Hill #2 Tank (Bolted steel) and Foundation. North tank to remain in service until the new tank is in service. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA to be	\$ 50,000.00	\$ 50,000.00
5	1	LS	Remove and Dispose Existing Chain Link Fence (3 sites)	\$ 12,000.00	\$ 12,000.00
6	3	EA	Provide Tank Submittal, including Calculations Signed and Stamped by CA Registered Engineer.	\$ 10,000.00	\$ 30,000.00
7	3	EA	Prepare Tank Pad. Over excavate 30 inches of Native Material and Place 22 inches of Native Soil in 6-inch Maximum Lifts Compacted to 90% Max. Density. Install 8-Inch Galvanized Steel Ring around the Perimeter of the Tank. Excess Soil Material from Excavation to be placed/spread out along Access Road and Compacted to 90% Max. Density.	\$ 75,000.00	\$ 225,000.00
8	450	CY	Place 8 Inches of Crushed Rock at Tank Base	\$ 110.00	\$ 49,500.00
9	3	EA	Install 1/2 inch Fiber Expansion Joint material for one tank on Top of Crushed Rock.	\$ 5,000.00	\$ 15,000.00
10	415	LF	8-inch diameter C900 PVC Underground Piping including the Pipe Fittings per Plans and Specifications. Connect to Existing Piping as shown.	\$ 100.00	\$ 41,500.00
11	180	LF	10-inch diameter C900 PVC Underground Piping including the Pipe Fittings per Plans and Specifications. Connect to Existing Piping as shown.	\$ 120.00	\$ 21,600.00
12	1	EA	Install CLA-VAL Altitude Valve Model 210-01, or approved equal, on Twin Tank (not on other tanks)	\$ 7,500.00	\$ 7,500.00
13	3	EA	Install Tank Piping, Valves, Transition Couplings, Fittings, Tideflex Valves, Expansion Joints, Check Valves, Pipe Supports, Ductile Iron Risers, Thrust Blocks, Anti-Vortex Hardware, and other Appurtenances as Necessary for a Functional System and as shown on the plans. Includes all piping and appurtenances with the exception of items (10), (11) and (12) above. Item per tank.	\$157,000.00	\$ 471,000.00

14	3	EA	Installation of New Fusion Powder Coated 700,000 Gal. Bolted Water Storage Tank (Actual Storage of 500,000 Gal.) 16 ft. Height by 86 ft. Diameter. After Installation, Complete Holiday Testing of Interior Coating and Repair Holidays as Necessary to the Satisfaction of the Engineer.	\$ 575,000.00	\$ 1,725,000.00
15	3	EA	Furnish and Install OSHA Exterior Locking Ladder Kit, Railing Around Roof Hatch and concrete pad.	\$ 7,500.00	\$ 22,500.00
16	3	EA	Hydrostatic Testing, VOC Testing, Pressure Testing, Wash Down and Cleaning of Interior, Disinfection, and Provide Bacteriological Testing.	\$ 5,700.00	\$ 17,100.00
17	3	EA	Install 6-ft Height 14-ft Wide Double Swing Gate	\$ 9,500.00	\$ 28,500.00
18	940	LF	Install 6-ft Height Chain Link Fence	\$ 35.00	\$ 32,900.00
19	1	LS	Remove existing 80hp Diesel Engine. Provide Diesel Motor Submittal. Furnish and Install New Cummins QSF3.8, Kohler KDI3404TCR-SCR, CAT C3.4B, John Deere 4045TFC03, or Approved Equal	\$ 85,000.00	\$ 85,000.00
Construction Cost Estimate Total:					Base Bid \$ 3,068,100

David Dale

Prepared By:
David Dale, PE
District Engineer
Borrego Water District



00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the Office of the Borrego Water District, located at 806 Palm Canyon Drive, Borrego Springs, California 92004 until **2:00 p.m. on Tuesday, April 12, 2022.**

NAME OF BIDDER: Superior Tank Co., Inc.

To the General Manager
of the Borrego Water District
806 Palm Canyon Drive
Borrego Springs, California 92004

REPLACE PAGE SEE ADDEN 2

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

Tanks Replacement and Diesel Engine Upgrade Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1 AND 2

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the Office of the Borrego Water District, located at 806 Palm Canyon Drive, Borrego Springs, California 92004 until **2:00 p.m. on Wednesday, August 31, 2022.**

NAME OF BIDDER: Superior Tank Co., Inc.

To the General Manager
of the Borrego Water District
806 Palm Canyon Drive
Borrego Springs, California 92004

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

Tanks Replacement and Diesel Engine Upgrade Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. #1, #2

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

BID SCHEDULE

144,000 144,000

ITEM	QUA	UNIT	ITEM	UNIT COST	AMOUNT
1	1	LS	Mobilization, Bonds, General Liability Insurance, Workman's Compensation Insurance, Vehicle Insurance, Taxes, Permits, and Miscellaneous Fees	\$ 147,500	\$ 147,500
2	2	EA	Demolish Existing 220,000 Gallon Twin Tanks (Bolted galvanized steel) and Foundation. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA system to be Delivered to the District's yard.	\$ 46,250.	\$ 92,500
3	1	EA	Demolish 220,000 Existing Indian Head Tank (Bolted galvanized steel) and Foundation. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA system to be Delivered to the District's yard.	\$ 46,250.	\$ 46,250.
4	1	EA	Demolish Existing 400,000 Rams Hill #2 Tank (Welded steel) and Foundation. North tank to remain in service until the new tank is in service. Properly Dispose Tank Materials and Equipment. Salvage Equipment and SCADA to be Delivered to the District's yard.	\$ 73,750.	\$ 73,750.
5	1	LS	Remove and Dispose Existing Chain Link Fence (3 sites)	\$ 1.00	\$ 1.00
6	3	EA	Provide Tank Submittal, including Calculations Signed and Stamped by CA Registered Engineer.	\$ 5,000.	\$ 5,000.
7	3	EA	Prepare Tank Pad for the Twin Tank and Indian Head Locations. Over excavate 30 inches of Native Material and Place 22 inches of Native Soil in 6-inch Maximum Lifts Compacted to 90% Max. Density. Install 8-Inch Galvanized Steel Ring around the Perimeter of the Tank. Excess Soil Material from Excavation to be placed/spread out along Access Road and Compacted to 90% Max. Density.	\$ 62,500.	\$ 187,500.
8			Prepare Tank Pad for the Rams Hill Tank Location. Over excavate to an elevation of 30 inches below the bottom tank elevation if necessary. Install native material in low areas as shown on the plans (material supplied to the site by the District to the site). Place native material in 12-inch Maximum Lifts Compacted to 90% Max. Density. It shall be the Contractor's responsibility to determine the volume of fill material necessary to bring the pad to design elevation. Install 8-Inch Galvanized Steel Ring around the Perimeter of the Tank.	\$ 125,000.	\$ 125,000.

9	450	CY	Place 8 Inches of Crushed Rock at Tank Base	\$ 138.89	\$ 62,500.
10	3	EA	Install ½-inch Fiber Expansion Joint material for one tank on Top of Crushed Rock.	\$ 10,000.	\$ 30,000.
11	415	LF	8-inch diameter C900 PVC Underground Piping including the Pipe Fittings per Plans and Specifications. Connect to Existing Piping as shown.	\$ 99.40	\$ 41,250.
12	180	LF	10-inch diameter C900 PVC Underground Piping including the Pipe Fittings per Plans and Specifications. Connect to Existing Piping as shown.	\$ 152.78	\$ 27,500.
13	1	EA	Install CLA-VAL Altitude Valve Model 210-01, or approved equal, on Twin Tank (not on other tanks)	\$ 24,902.	\$ 24,902.
14	3	EA	Install Tank Piping, Valves, Transition Couplings, Fittings, Tideflex Valves, Expansion Joints, Check Valves, Pipe Supports, Ductile Iron Risers, Thrust Blocks, Anti-Vortex Hardware, and other Appurtenances as Necessary for a Functional System and as shown on the plans. Includes all piping and appurtenances except for items (10), (11) and (12) above. Item per tank.	\$ 182,868.	\$ 548,604.
15	3	EA	Installation of New Fusion Powder Coated 700,000 Gal. Bolted Water Storage Tank (Actual Storage of 500,000 Gal.) 16 ft. Height by 86 ft. Diameter. After Installation, Complete Holiday Testing of Interior Coating and Repair Holidays as Necessary to the Satisfaction of the Engineer.	\$ 429,638.	\$ 1,288,914.
16	3	EA	Furnish and Install OSHA Exterior Locking Ladder Kit, Railing Around Roof Hatch and concrete pad.	\$ 1,875.	\$ 5,625.
17	3	EA	Hydrostatic Testing, VOC Testing, Pressure Testing, Wash Down and Cleaning of Interior, Disinfection, and Provide Bacteriological Testing.	\$ 5,000.	\$ 15,000.
18	3	EA	Install 6-ft Height 14-ft Wide Double Swing Gate	\$ 200.	\$ 600.
19	940	LF	Install 6-ft Height Chain Link Fence	\$ 1.00	\$ 940.
20	1	LS	Remove existing 130hp Diesel Engine. Furnish and Install New Cummins QSF3.8, Kohler KDI3404TCR-SCR, CAT C3.6, John Deere 4045TFC04, or Approved Equal	\$ 156,250.	\$ 156,250.

Total Bid (consisting of the sum of items 1-20) is:

\$ 2,889,586. (numerals)
2,886,086.

The above Bid, submitted above by a qualified prospective bidder shall constitute the Total Bid for this Project. The prospective bidder is responsible to complete each of the above items in Bid Schedule. The numerical sum of all proposal items in the Bid Schedule as derived by the DISTRICT shall be considered the correct Total Bid in case an addition error has been made by the prospective bidder.

1.00 – The undersigned hereby certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

2.00 – The undersigned hereby accepts on the behalf of his/her/its firm all provisions and requirements of the Contract Documents, including but not limited to those related to time of completion and liquidated damages.

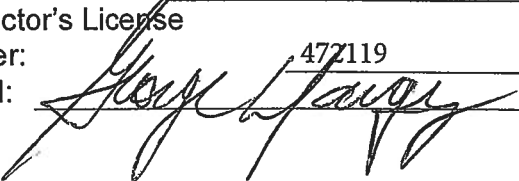
3.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this Bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

Name of firm: Superior Tank Co., Inc.

Address of firm: 9500 Lucas Ranch Road, Rancho Cucamonga CA 91730

Telephone Number: () (909) 912-0580 Fax Number: () (909) 912-0585

Contractor's License Number: 472119 Type: A

Signed:  Date: 8/26/2022

END OF BID FORM

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Cost and the Amount set forth for a unit basis item, the unit cost shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Amount" column, then the amount set forth in the "Amount" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Cost.

For purposes of evaluating Bids, the DISTRICT will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the DISTRICT makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

Payment for work satisfactorily completed as specified in these Contract Documents shall be made according to the Bid Schedule and as stated in the Contract Documents. The bid price for each item shall constitute full compensation for furnishing all labor, equipment, and supplies and for performing all operations for completion of the Work so specified in the Contract Documents or as directed by the District Representative. The following payment descriptions are applicable to and correlate with line items on the Bid Schedule form.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the DISTRICT provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the DISTRICT, after which the DISTRICT will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within San Diego County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the DISTRICT's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash (bidder's bond), or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to Borrego Water District as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Borrego Water District.

Bidder is an individual _____, or corporation X, or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

California Contractors License 47119 exp 4/23/2023 Class A

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the DISTRICT provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the DISTRICT, the DISTRICT may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued next page)

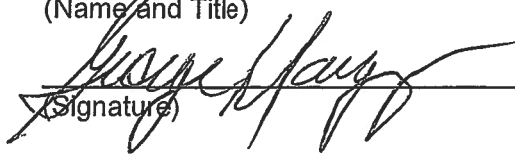
I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Rancho Cucamonga CA, on this 26 day of August, 2022.

(Bidders Name – Print or Type)

George Marquez Sales Manager/Secretary
(Name and Title)

(Corporate Seal)


(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name James Marquez Title President

Complete Address 9500 Lucas Ranch Road, Rancho Cucamonga CA 91730

Phone (909) 912-0580 FAX (909) 912-0585

Name George Marquez Title Sales Manager / Secretary/ CSO

Complete Address 9500 Lucas Ranch Road, Rancho Cucamonga CA 91730

Phone (909) 912-0580 FAX (909) 912-0585

Name Lewis Marquez Title Treasurer

Complete Address 19436 Colombo Street Bakersfield CA 93308

Phone (661) 392-0188 FAX (661) 392-8770

Name Eric Marquez Title Operations / VP

Complete Address 9500 Lucas Ranch Road, Rancho Cucamonga CA 91730

Phone (909) 912-0580 FAX (909) 912-0585

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, Superior Tank Company, Inc., as Principal, and Westport Insurance Corporation, as Surety and are held and firmly bound unto the Borrego Water District, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated August 31st, 2022, for Tanks Replacement and Diesel Engine Upgrade Project

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the DISTRICT as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all litigation expenses incurred by the DISTRICT in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 18th day of August, 2022, the name and corporate seal of each corporation.

(Corporate Seal)

Superior Tank Company, Inc.
Contractor/ Principal

By *George Lopez*

Title *CSB - Secretary*

(Corporate Seal)

Westport Insurance Corporation
Surety

By *Shaunna Rozelle Ostrom*
Attorney-in-Fact Shaunna Rozelle Ostrom

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF San Bernardino

On August 29th, 2022, before me, Jade Rangel, Notary Public, personally appeared George Marquary, who proved to me on the basis of satisfactory

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

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



Signature of Notary Public

WITNESS my hand and official seal.

Jade Rangel

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

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

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

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF Orange

On August 18th, 2022, before me, Melissa Ann Vaccaro, Notary Public, personally appeared Shaunna Rozelle Ostrom, who proved to me on the basis of satisfactory

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

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



Signature of Notary Public

WITNESS my hand and official seal.

Melissa Ann Vaccaro
 Melissa Ann Vaccaro

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- Partner(s)
 - Limited
 - General

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

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

Westport Insurance Corporation

Bid Bond
 Title or Type of Document

Three (3)
 Number of Pages

August 18th, 2022
 Date of Document

 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, SHAUNNA ROZELLE OSTROM, FRANK MORONES

MICHAEL D. STONG, BEN STONG, R. NAPPI, CHELSEA ARNOLD and BENJAMIN WOLFE

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of August, 2022.

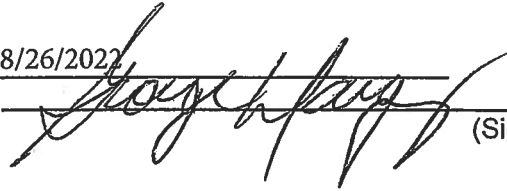
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 8/26/2022



(Signature of Bidder or Prospective Contractor)

9500 Lucas Ranch Road, Rancho Cucamonga CA 91730

Address (including Zip Code)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

1.3 CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1354, Title 34, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

George Marquez
(Name)

8/26/2022
(Date)

Sales Manager / Secretary
(Title)

1.4 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

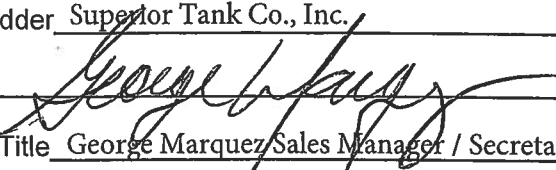
If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
grading, piping, concrete, electrical	CSC Engineering Construction	PO Box 125 Cedar Glen CA 92321	349546	1000056029	50%

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder Superior Tank Co., Inc.

Signature 

Name and Title George Marquez / Sales Manager / Secretary / CSO

Dated 8/26/2022

1.5 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Superior Tank Co., Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 9500 Lucas Ranch Road
Rancho Cucamonga CA 91730

(909) 912-0585 (909) 912-0580
Facsimile Number Telephone Number

George.Marquez@superiortank.com
Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?
37

5.0 How many years has Bidder's organization been in business under its present name? 37

5.1 Under what other or former names has Bidder's organization operated? n/a

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: November 15, 1984

6.2 State of Incorporation: California

6.3 President's Name: James Marquez

6.4 Vice-President's Name(s): Eric Marquez

6.5 Secretary's Name: George Marquez

6.6 Treasurer's Name: Lewis Marquez

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

All states

10.0 What type of work does the Bidder normally perform with its own forces?

Engineer, manufacture and install bolted and welded steel tanks

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

State Pipe and Supply 1183 S. Cedar Ave Rialto CA 92376

Klockner Metals 9804 Norwalk Blvd Santa Fe Springs CA 90670

Airgas West 9950 Fourth St Rancho Cucamonga CA 91730

West American Rubber 1337 W. Braden Court Orange CA 92868

14.0 List Bank References (Bank and Branch Address):

American Business Bank, 3633 Inland Empire Blvd Ste 720 Ontario CA 91764

15.0 Name of Bonding Company and Name and Address of Agent:

Swiss Re Corporate Solutions American Insurance Corporation

Commerical Surety Bond Agency

1411 N. Batavia Ste 111

Orange CA 92867

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects. **]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
ITC Water, HI	47x22 & 32x20 BT	12/2022	\$425,631.00
ANTH, AK	24x24 bolted tank	5/2023	\$491,000.00
PacificHydro Tech CA	21x16 bolted tank	5/2023	\$114,379.00
Statewide Fire, NV	21x20 bolted tank	2/2023	\$140,557.00
Layton Const., ID	18x10 bolted tank	3/2023	\$132,314.00
Alfredo, NY	26x24 bolted tank	2/2023	\$206,797.00
Golden State Fire	15x20 bolted tank	2/2023	\$74,350.00

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects. **]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Hillview Water, CA	9 bolted steel tanks	1/2019	\$925,488.00
City of Poway, CA	1.2m gal bolted tank	5/2022	\$1,356,698.00
City of Yucaipa, CA	420k gals & 210k gals bolted tank	7/2022	\$567,783.00
City of Norco, CA	(2) 1m gal bolted tank	11/2020	\$1,193,860.00
San Juan Lateral NM	1m gal & 1.6 m gal tanks ** In progress		\$1,165,376.00
Foothill Fire Plymouth CA	30k & 50k gals tanks	5/2022	\$73986.00
FCP Inc Sumner WA	(3)109k gals bolted tanks	7/2022	\$435986.00

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Project Manager Jennifer Marquez

Engineering Manager Jeffrey Jones

Alberto Jimenez Field Superintendent

2. Summarize each person's specialized education:

Jennifer Marquez -see attached resume

Jeffrey Jones -see attached resume

Alberto Jimenez -see attached resume

3. List each person's years of construction experience relevant to the project:

Jennifer Marquez 15 years

Jeffrey Jones 20+ years

Alberto Jimenez 37 years

4. Summarize such experience:

Experience for each individual is listed on the attached resumes

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the DISTRICT.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

ALBERTO JIMENEZ

Superior Tank Company – Field Superintendent
Alberto@Superiortank.com

EXPERIENCE

Superior Tank Company Inc., Rancho Cucamonga, CA

January 1985 - Present

Bolted & Welded Steel Storage Tank Manufacturer

Field Superintendent

- Managed various field crews in the building and installation of over 2,000+ bolted steel storage tanks across the United States and internationally
- Monitored daily hours of field crew, coordinated workload, assigned responsibilities and handled all internal problems
- Communicated with sub-contractors to assure the highest quality of safety for all crews on site
- Organized and led all pre-construction meetings as well as daily job safety meetings
- Implement safety & quality assurance measures for field crew, according to scope of work and job-specific requirements
- Operated cranes and forklifts on jobsites
- Worked as lead installation supervisor and advisor on international projects
- Carried out quality control and final inspections on tanks in order to meet customer specifications and requirements
- Assessed both active and possible hazards which may affect the field crew and sub-contractors

CERTIFICATIONS

- NCCCO Fixed Cab Crane Certification
- DOT Certification
- NUCA Excavation Safety & Competent Person
- P46
- Rigger & Signal Person
- Crane Inspection
- Hot Works Program
- MSHA Certified
- Working at Heights

COMPETENCIES

- Bilingual: Spanish & English
- Skid Steer (Bobcat)
- Bolted Tank 24 Hr. Fall Protection & Fall Protection Systems
- Scaffold Erection & Dismantle
- Bolted Tank Erection & Demolition
- Reach Lift | Fork Lift | Man Lift | Scissor Lift
- Hydraulic Crane
- Qualified Rigger
- Confined Space Entry (Supervisor & Attendant)
- First Aid & CPR

PROJECT HIGHLIGHTS

- City of Santa Cruz | Santa Cruz, CA: (4) – 104' Dia. x 24' High Bolted Steel Tanks
- MCB Camp Pendleton | Oceanside, CA: (2) – 29' Dia. x 24' High Bolted Steel Tanks
- JBPHH Oahu | Honolulu, HI: (1) – 50' Dia. x 20' High Bolted Steel Tank
- Naval Facilities Engineering Command | Camp Pendleton, CA: (2) – 80' D x 34' H Bolted Steel Tanks
- LA Metro Goldline Extension | Los Angeles, CA: (1) 65' Dia. x 34' High Bolted Steel Tank
- Camp Pendleton | Oceanside, CA : 50' x 24', 47'x 32', 21'x 32', 21'x 40' Bolted Steel Tanks
- Beale AFB | Marysville, CA: (1) 59' Dia. x 24' High Bolted Steel Tank
- Camp Arifjan | Kuwait: (1) – 38' Dia. x 24' High Bolted Steel Tank
- Fort Irwin | San Bernardino, CA: (1) – 25' Dia. x 20' High Bolted Steel Tank
- Naval Facilities Engineering Command | China Lake, CA: (1) – 21' Dia. x 24' High Bolted Steel Tank
- Schofield Barracks | O'ahu, HI: (2) 74' Dia. x 28' High Bolted Steel Tanks

JENNIFER E MARQUEZ
jennifer.marquez@superiortank.com

EXPERIENCE

Superior Tank Company Inc., Rancho Cucamonga, CA
Bolted & Welded Steel Storage Tank Manufacturer

February 2007 - Present

Project Manager | Export Specialist

- Oversee project from engineering phase thru to project completion
- Monitor Project Progress, establish Milestones
- Ensure Key Milestones are reached
- Lead the team in working through project changes and challenges
- Review submittals and projects documents
- Communicate with sub-contractors to ensure project stays on track and project deadlines are met
- Organize and led progress meetings with customer, subcontractors and end user to ensure a successful project
- Review and negotiate contracts
- Coordinate shipping of international projects, including export documentation and scheduling thereof

CERTIFICATIONS

- Project Management Fundamentals
- API QMS Internal Auditor
- Crystal Reports Designer I & II
- APICS Supply Chain Management

COMPETENCIES

- Microsoft Office
- Microsoft Project
- Microsoft Exchange
- Microsoft Teams

PROJECT HIGHLIGHTS

- MCB Camp Pendleton | Oceanside, CA: (2) – 29’ Dia. x 24’ High Bolted Steel Tanks
- JBPHH Oahu | Honolulu, HI: (1) – 50’ Dia. x 20’ High Bolted Steel Tank
- Naval Facilities Engineering Command | Camp Pendleton, CA: (2) – 80’ D x 34’ H Bolted Steel Tanks
- LA Metro Goldline Extension | Los Angeles, CA: (1) 65’ Dia. x 34’ High Bolted Steel Tank
- Camp Pendleton | Oceanside, CA : 50’ x 24’, 47’x 32’, 21’x 32’, 21’x 40’ Bolted Steel Tanks
- Beale AFB | Marysville, CA: (1) 59’ Dia. x 24’ High Bolted Steel Tank
- Camp Arifjan | Kuwait: (1) – 38’ Dia. x 24’ High Bolted Steel Tank
- Fort Irwin | San Bernardino, CA: (1) – 25’ Dia. x 20’ High Bolted Steel Tank
- Naval Facilities Engineering Command | China Lake, CA: (1) – 21’ Dia. x 24’ High Bolted Steel Tank
- Schofield Barracks | O’ahu, HI: (2) 74’ Dia. x 28’ High Bolted Steel Tanks

Jeffrey Jones
Mechanical Engineer

Jeff Jones has over 20 years of experience in the design and detailing of machines and structural projects. He is knowledgeable in structural steel, and construction for a variety of production machines, building and infrastructure projects.

Education

BS Mechanical Engineering, San Bernardino Technical Institute

Experience

Superior Tank Company, Inc., Rancho Cucamonga, CA, Engineering Manager December 2007 – Present

Mr. Jones provides engineering and design services for above ground steel reservoirs. Technical design work consists of designing and detailing steel tanks to withstand design loading, including seismic and wind load analysis. Involved in research and development of new products and technologies, rehabilitation of existing tanks, and design of tank foundations. Knowledgeable in standards such as API Spec Q1 & ISO 9001:2008, American Petroleum Institute API-12B, American Water Works Association (AWWA) D103-19, National Fire Protection Association (NFPA) 22, Factory Mutual (FM). Coordinate with California Division of the State Architect (DSA), County water districts and other various government agencies to get water, oil & chemical tanks approved for construction & permitting.

A representative list of projects which Jeff has been involved in is as follows:

Hilmar Unified School District – 22,000 gallon potable water and fire water storage tank. Tank submittal was reviewed and approved by the State of California Division of the State Architect.

Exxon Mobil Oil Corp., Beaumont, Texas, Tank #4150 – 2,000 barrel bolted steel tank for oil production.

Exxon Mobil Oil Corp., Beaumont, Texas, Tank #604 – 1,000 barrel bolted steel tank for oil production.

Willits Unified School District, Willits High School – 220,000 gallon bolted steel potable water and fire protection storage tank. Tank submittal was reviewed and approved by the State of California Division of the State Architect.

Fort Bend County Municipal Utility District No. 182 – 750,000 gallon bolted steel potable water storage tank.

Marin Municipal Water District, Cascade Tanks 1 & 2 Replacements – Two 62,000 gallon bolted steel potable water and fire protection storage tanks. Project included design of elevated steel walkway between the two tanks.

June 1, 2004–May 2007 James Hardie Building Products Fontana, CA, Engineering/CAD Manager

Jeff engineered & designed custom machines for various manufacturing plants across USA to help minimize down time of production line and improve plant maintenance. Worked very close with company R&D department on special projects and production prototypes. Implemented new machine processes for product improvement. Supported plant specific and engineering issues as they arose. Took concepts and ideas from sketches to 3D prototypes to manufacturing prints, using Inventor Pro 11, AutoCad 2006. Use ANSYS FEA software package with Inventor Pro 11 for structural analysis of parts and assemblies.

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder Superior Tank Co., Inc.

Signature 

Name George Marquez

Title Sales Manager / Secretary / CSO

Date 8/26/2022

1.6 Non-Collusion Declaration

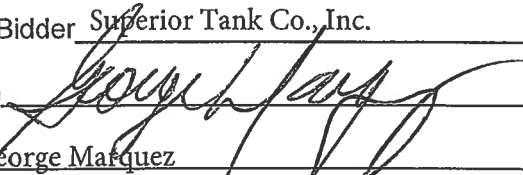
The undersigned declares:

I am the Sales Manager/Secretary of Superior Tank Co., Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/26/2022 [date], at Rancho Cucamonga [city], CA [state].

Name of Bidder Superior Tank Co., Inc.
Signature 
Name George Marquez
Title Sales Manager / Secretary / CSO

1.7 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

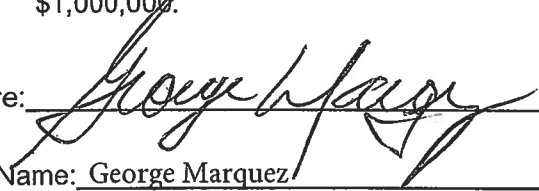
(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The DISTRICT has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the DISTRICT will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____



Printed Name: George Marquez

Title: Sales Manager / Secretary / CSO

Firm Name: Superior Tank Co., Inc.

Date: 8/26/2022

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.8 Public Works Contractor Registration Certification

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

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

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: Superior Tank Co., Inc.

DIR Registration Number: 1000001847

DIR Registration Expiration: June 30, 2023

Small Project Exemption: Yes or No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

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

Name of Bidder Superior Tank Co., Inc.

Signature 

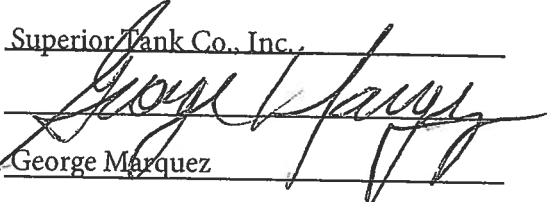
Name and Title George Marquez Sales Manager / Secretary / CSO

Dated 8/26/2022

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.9 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder Superior Tank Co., Inc.
Signature 
Name George Marquez
Title Sales Manager / Secretary / CSO
Dated 8/26/2022

**State Water Resources Control Board
Division of Financial Assistance (Division)
State Revolving Fund
Final Budget Approval Form**

Note: The applicant should submit this form and ALL attachments as soon as possible after the bid or proposal opening to ensure that all applicable requirements have been met. Failure to meet all applicable requirements may result in loss of funding.

1. Recipient Name:	State Assigned Project No.
--------------------	----------------------------

2. Have any protests regarding award of the construction contracts been received? Yes No
 If yes, give date protests were resolved: _____ Attach copies of the protests and resolutions. All protests must be resolved before submittal of this form.

Contractor Debarred or Disqualified? Yes No (Debarment of Contractor prevents SRF funding participation: <http://www.sam.gov> and http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml)

3. SRF Financing Summary	Actual Project Costs
A. Construction Cost (listed by name of prime contractor or vendor):	
1.	\$
2.	\$
B. Pre-Purchase Material/Equipment	\$
C. Purchase of Land	\$
D. Contingencies	\$
E. Allowances (Soft Costs):	
1. Planning	\$
2. Design	\$
3. Construction Management	\$
4. Administration	\$
5. Value Engineering (VE) Was VE Performed? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$
F. Total SRF Financing Requested	\$

Are You Requesting a Loan Increase? Yes No

4. Total Financing Summary	
A. Cash	\$
B. Grants, Identify:	\$
C. Bond Proceeds, Identify:	\$
D. Short term loans or notes, Identify:	\$
E. Other Funds, Identify:	\$
F. SRF Financing	\$
G. SRF Match Share: Only applicable if Match financing per section V of the CWSRF Policy or section VI of the DWSRF Policy	\$
H. Additional Financing Needed, Identify:	\$
I. Total Project Cost	\$

5. Start Construction/Notice to Proceed Date: _
 Completion of Construction Date: _

6. Also, attach the information requested on page 2.

The undersigned Authorized Representative of the applicant certifies that the information contained above and in attached documents and material in support thereof are true and correct. In addition, the undersigned Authorized Representative of the applicant certifies that the applicant has completed or will comply with all applicable federal and state laws.

Signature of Authorized Representative	Date
--	------

Name, Title, and Phone Number of Authorized Representative (type or print)

6 (Continued). The recipient must attach the following information to Final Budget Approval Form (if not previously submitted):

- A. Copies of any bid protests and resolution documentation.
- B. As advertised Plans & Specification (P&S) stamped by a Professional Engineer and all Addenda or final Request for Proposals (RFP).
- C. Proof that Davis-Bacon Wage rate determinations were inserted in the Project P&S or RFP used in bidding the Project.
- D. Final appropriate Waste Discharge Requirements (WDR) or updated WDR, if applicable
- E. Tabulation of all bids or proposals received.
- F. Copy of the bid(s) or proposal(s) selected and purchase orders issued. If the apparent low bid or proposal was rejected, a complete explanation for the rejection must be provided.
- G. Copy of the Schedule of Values prepared for the project, if applicable.
- H. Evidence of advertising (submit copies of all advertisement(s) for the project).
- I. All Disadvantaged Business Enterprise (DBE) documentation, as follows:
 - Copy of Bidder's list with the following information:
 - Entity's name with point of contact
 - Entity's address and telephone number
 - Project description on which the entity bid
 - Amount of bid
 - Entity's status as DBE

Information and guidance on DBE can be found at:

http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

- J. A copy of any Notice(s) to Proceed issued, if available.
- K. Copy of signed Construction Contract that includes final Davis-Bacon Wage rate determinations, if available.
- L. Value Engineering (VE) Study with recommendations and responses, if applicable.
- M. If applicable, items required by conditions in the Financing Agreement (Exhibit D), if not previously submitted.

Upload this form and all attachments to your Financial Assistance Submittal Tool (FAAST) account at:

<https://faast.waterboards.ca.gov/>

If you need help with FAAST contact the FAAST Help Desk at 1-866-434-1083 or

FAAST_ADMIN@waterboards.ca.gov

NOTICE OF AWARD

**To: Superior Tank, Co. Inc.
9500 Lucas Ranch Road
Rancho Cucamonga, CA 91730**

Re: TANK REPLACEMENT AND DIESEL ENGINE UPGRADE PROJECT

The work shall include furnishing and installing tanks, grading, replacing a diesel motor and more.

The Borrego Water District has considered the Bid submitted by you for the above-described work in response to its Invitation to Bid dated July 2022, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of **\$2,886,068.00**.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, the District will be entitled to consider all your rights arising out of the District's acceptance of your Bid as such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this 13th day of September 2022.

Borrego Water District

Geoff Poole
General Manager

Notice of Award
September 13, 2022

ACCEPTANCE OF NOTICE

Receipt of the attached NOTICE OF AWARD is hereby acknowledged.

ROVE Engineering, Inc.

This the _____ day of _____, 2021

By: _____

Title: _____

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER SWRCB0000000000D2002054	AMENDMENT NUMBER 1
--	------------------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Borrego Water District (3710036-001C)		2. FEDERAL I.D. NUMBER 33-0713922
3. AGENCY TRANSMITTING AGREEMENT State Water Resources Control Board	4. DIVISION, BUREAU, OR OTHER UNIT Division of Financial Assistance	5. AGENCY BILLING CODE 079552
6a. CONTRACT ANALYST NAME Maria Nanca	6b. EMAIL maria.nanca@waterboards.ca.gov	6c. PHONE NUMBER (916) 445-9502

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES
 Construction Project to prepare plans, specifications and cost estimates to meet Federal and State standards.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 Water Pump Diesel Engine Upgrade and Tank Rehabilitation - Amendment No. 1 - Purpose of amendment is to extend completion dates and edit Exhibit A and Exhibit D.

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ or _____ %
 Reimbursement / Revenue
 Other (Explain) SADW

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
+ SADW	3940-601-3324	20/21	120	2019	\$2,048,362.00
-					
+ -					

OBJECT CODE No change	AGREEMENT TOTAL \$2,048,362.00
OPTIONAL USE Ultimate Fund 3324	AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$2,048,362.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE \$2,048,362.00

ACCOUNTING OFFICER'S SIGNATURE 	ACCOUNTING OFFICER'S NAME (Print or Type) Tirunesh Futassa	DATE SIGNED Jun 8, 2022
--	--	-----------------------------------

12. AGREEMENT

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

AGREEMENT NUMBER SWRCB0000000000D2002054	AMENDMENT NUMBER 1
--	------------------------------

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/24/2019	05/01/2058	\$2,048,362.00	Exempt
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 1	07/24/2019	12/01/2060	\$0.00	Exempt
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 2				
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 3				
TOTAL			\$2,048,362.00	

13. BIDDING METHOD USED

Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) SAM 1233 (B)(2)(b)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
 Bids and proposal are evaluated to determine that all costs are reasonable and in compliance with all applicable State and Federal laws that project cost analysis have been performed and allowance tables established. Salaries are paid in accordance with industry's prevailing wages.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other Grant)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type)	DATE SIGNED
----------------------	-------------------------------	-------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A 23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)
 Governmental Entity No (Explain below) Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?
 Project may take longer than 3 years to complete. No Yes (If Yes, provide justification below)

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER SWRCB0000000000D2002054	AMENDMENT NUMBER 1
--	------------------------------

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE <i>(Print or Type)</i>	DATE SIGNED

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER SWRCB0000000000D2002054	AMENDMENT NUMBER 1
--	------------------------------

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE <i>(Print or Type)</i>	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP



**DRINKING WATER CONSTRUCTION
GRANT**

FISCAL AGREEMENT NO. SWRCB000000000D2002054

by and between

BORREGO WATER DISTRICT (“Recipient”)

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD (“State Water Board”)



for the purpose of the

WATER PUMP DIESEL ENGINE UPGRADE AND TANK REHABILITATION PROJECT
3710036-001C (“Project”)

- Section 116766 of the Health and Safety Code and State Water Board Resolution No. 2019-0042

AMENDMENT NO. 1

PROJECT FUNDING AMOUNT: \$2,048,362.00

GRANT COMPONENT: \$2,048,362.00

ESTIMATED REASONABLE PROJECT COST: \$2,048,362.00

ELIGIBLE WORK START DATE: JULY 24, 2019

ELIGIBLE CONSTRUCTION START DATE: MARCH 17, 2021

CONSTRUCTION COMPLETION DATE: ~~MAY 1, 2022~~ **DECEMBER 1, 2024**

FINAL REIMBURSEMENT REQUEST DATE: ~~NOVEMBER 1, 2022~~ **JUNE 1, 2025**

RECORDS RETENTION END DATE: ~~MAY 1, 2058~~ **DECEMBER 1, 2060**

This Agreement executed by the State Water Board on February 11, 2022, is hereby amended and restated, to revise the cover page, the Agreement, and Exhibit A and D (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions

2. The following documents are also incorporated by reference:
 - Reserved;
 - the Drinking Water System Permit No. 05-14-09P010;

3. Party Contacts during the term of this Agreement are:

State Water Board		Borrego Water District	
Section:	Division of Financial Assistance		
Name:	Joseph Quilatan, Project Manager	Name:	Geoff Poole, General Manager
Address:	1001 I Street, 16 th Floor	Address:	806 Palm Canyon Drive
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Borrego Springs, CA 92004
Phone:	(916) 322-9671	Phone:	(760) 767-5806
Fax:		Fax:	
Email:	joseph.quilatan@waterboards.ca.gov	Email:	geoff@borregowd.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division’s Deputy Director.

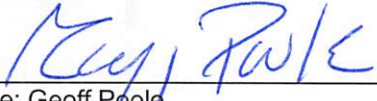
4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board’s counsel dated on or after the date that the Recipient signs this Agreement.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
 - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. **This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BORREGO WATER DISTRICT:

By: 
Name: Geoff Poole
Title: General Manager
Date: 6-2-22

STATE WATER RESOURCES CONTROL BOARD:


By: 
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance
Date: 6/20/2022

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of 40 years. The funding under this Agreement shall be used to replace and rehabilitate four of the District's storage tanks that are near the end of their useful lives and replace the diesel engine in the Wilcox Well that meets current emission requirements.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: demolish and replace the Twin Tanks (two 220,000 gallon tanks), and Indian Head tank (220,000 gallon tank), and ~~rehabilitate~~ the Rams Hill #2 Tank (440,000 gallon tank); ~~and~~ conduct the required testing before operation; and remove the existing diesel engine and install a new compliant engine.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Safe and Affordable Drinking Water Fund through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021 Complete
2.	Final Budget Approval Package		December 1, 2021 May 31, 2022
3.	Completion of Construction	May 1, 2022 December 1, 2024	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		May 1, 2022 December 1, 2024
3.	Project Completion Report		TBD
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	November 1, 2022 June 1, 2025	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) Reserved.

(d) The Recipient must submit information required for compliance with Greenhouse Gas Reduction Fund (GGRF) requirements, as required by the Division.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) Reserved.

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$1,814,720.00	\$1,814,720.00
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$181,472.00	\$181,472.00
Allowances (Soft Costs)	\$52,170.00	\$52,170.00
TOTAL	\$2,048,362.00	\$2,048,362.00

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's

submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date

2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Borrego Water District, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Safe and Affordable Drinking Water Fund through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

5. Reserved.

6. Supplemental Opinion of Counsel.

Prior to any request for reimbursement for construction costs for the Twin Tanks under this Agreement, in addition to ~~the Recipient shall obtain sufficient access and property rights for the tanks entering into a Lease Agreement with the State Parks for the Twin Tanks property as described in paragraph D.7.a.ii, the Recipient and~~ **the Recipient shall obtain sufficient access and property rights for the tanks** ~~and~~ shall deliver a supplemental opinion of counsel satisfactory to the Division's counsel that the Recipient has sufficient property rights in the Project property for the purposes contemplated in the Agreement. No construction funds will be disbursed for the Twin Tanks under this Agreement until the Recipient satisfies this condition.

7. Special Conditions

a. Technical:

- i. The Recipient shall not solicit bids, award a contract, or commence construction unless and until final plans and specifications are approved in writing by the District Office and Division of Financial Assistance.
- ii. Reimbursement of any construction funds for the Twin Tanks will require **sufficient access and property rights for the tanks, as determined** ~~a Lease Agreement from the State Parks in a form that must be approved by the State Water Board.~~
- iii. The Recipient must report on employment outcomes annually for projects that provide jobs or job training using a format provided by the Project Manager.

8. Funds Related to Contamination.

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. Reserved.
11. Reserved.
12. Reserved.
13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.
14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.
15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:
 - a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
 - b. The Recipient must notify the Division promptly of the occurrence of any of the following events:

- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
- iii. Loss, theft, damage, or impairment to Project;
- iv. Events of Default, except as otherwise set forth in this section;
- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered

Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;

- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
 - xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.
 - xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.
16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

- j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Reserved.
19. Reserved.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
- a. Reserved.
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract,

obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
- f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
- i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
- k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph. As of the date of this Agreement, the Recipient is in negotiations **relating to** ~~for a lease~~ for the property on which its Twin Tanks are located.
- l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
- m. The Recipient possesses all water rights necessary for this Project.

23. Russian Sanctions

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- 1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;**
- 2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and**
- 3. Direct support to the government and people of Ukraine.**

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into as of the date of the last signatory (“Effective Date”) by and between the following Parties: Borrego Water District (“BWD” or “District”) and Raymond and Janice Plote and Mesquite Trails, LLC, (collectively, “Mesquite Trails”). “Parties” as used in this Settlement Agreement shall collectively refer to BWD and Mesquite Trails. This Settlement Agreement is made with reference to the following facts:

RECITALS

- A. In or about July 1988, BWD, Mesquite Trails or their predecessors in interest, and certain other landowners in Borrego Springs, California, entered into the “Agreement Respecting the Town Center Sewer and Deed” (“Town Center Agreement”).
- B. Under the Town Center Agreement, BWD agreed, subject to enumerated conditions, to provide sewer collection and treatment services to specified “Holders” of “equivalent dwelling units” (EDUs). Mesquite Trails is a Holder of 170 EDUs under the Town Center Agreement.
- C. Under Paragraph 12(a) of the Town Center Agreement, “[e]ach Holder agrees to pay the District the Holder’s proportionate share of the District’s annual total cost of operating and maintaining the Town Center Sewer (“Sewer Charges”)[.]”
- D. On or about January 26, 2021, BWD filed a lien with the County of San Diego against real property in Borrego Springs owned by Mesquite Trails, namely Assessor Parcel No. (APN) 199-090-05, 199-090-07, 199-090-08, 199-090-09, 199-090-10, 199-090-11, 199-090-16, 199090-19 & 199-090-20 (the “Real Property”). The “Lien” in the amount of \$161,829.90 represented the amount of Sewer Charges owed by Mesquite Trails to BWD as of December 31, 2021 at 11:59 p.m. under terms of the Town Center Agreement (“Sewer Charges”).
- E. BWD and Mesquite Trails have reached settlement of all claims and matters relating to the Mesquite Trails’ unpaid sewer charges, as described herein.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated herein by this reference as though set forth in full, and for valuable consideration the receipt and adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Settlement

1.1 Mesquite Trails agrees to pay BWD the total sum of Eighty-One Thousand Ninety Dollars (\$81,090) (“Settlement Amount”) no later than August 31st, 2022. This amount reflects the agreed settlement amount plus interest. Payment shall be made by wire transfer to a joint escrow account of FNF to be over seen by Senior Escrow Officer Renee Marshall. Mesquite Trails and BWD shall jointly agree to the escrow company/holder.

1.2 Upon BWD’s receipt of the Settlement Amount, Mesquite Trails agrees to relinquish and BWD agrees to accept and acknowledge in writing the return of the 170 EDUs described above. After the date of acceptance, neither BWD nor Mesquite Trails shall have any further obligation under the Town Center Agreement pertaining to the provision of sewer service

to the Real Property. The Parties acknowledge that Sections 1.4 and 1.5 of this Agreement will survive after the lien is released by BWD.

1.3 An original copy of the fully executed Lien Release, attached hereto as Exhibit "A", and the Settlement Agreement will thereafter be submitted to the joint escrow. Mesquite Trails will pay for the full cost of the escrow. The Lien Release is attached hereto as Exhibit "A" and will be signed as agreed upon by BWD and Mesquite Trails. Within five days of receipt of both funds and the Lien Release, the escrow agent will release the Settlement Amount to BWD and record the Lien Release with the San Diego County Recorder's office, and notify both parties of all documents filed with the San Diego County Recorder's office. Within five (5) business days thereafter, the County of San Diego Tax Assessor's office will be notified by BWD and a copy of the notification sent to Mesquite Trails. Within the same five (5) business days, as part of the Lien Release process, BWD will also submit, as needed, to the County a completed copy of the Form (aka, "Attachment F") attached hereto as Exhibit "B".

1.4 This section applies only if any purchaser of the Real Property wishes to acquire the 170 EDUs previously held by Mesquite Trails. BWD agrees to return the 170 EDUs to any purchaser of the Real Property upon the following conditions:

(a) The purchaser will acknowledge in writing that it is subject to all provisions of the Town Center Agreement, including the obligation to make operations and maintenance payments, whether its real property is connected to the Town Center Sewer or not.

(b) The purchaser will agree to pay in full to BWD within 180 days of the close of escrow on its purchase of the Real Property the following amounts: (1) the outstanding balance in unpaid sewer charges associated with the Real Property at the time of purchase and (2) lawful interest on the amount set forth in Section 1.4(b).

1.5 If the Real Property is purchased before the Tentative Map permit expires on September 22, 2023, Mesquite Trails agrees to inform any purchaser of the Real Property in writing the fact that, except as described in Section 1.4, the Real Property has no EDUs and will be ineligible for sewer service from BWD unless and until the required number of EDUs are acquired by the purchaser for such purpose. A copy of such written disclosure shall be provided to BWD.

1.6 The terms of the Settlement Agreement will not affect the terms or continuing validity of the Town Center Agreement with persons or entities other than the parties released by this Agreement.

2. Mutual Release

Contingent upon the full completion of the terms of this Settlement Agreement and the full payment of the Settlement Amount, the Parties hereby release and discharge one another, and their respective officers, directors, trustees, shareholders, heirs, executors, administrators, attorneys, successors, assigns, principals, agents, servants, employees, consultants, representatives, parents, owners, brokers, affiliates, subsidiaries, board members and related entities and each of them of and from any and all claims, lawsuits, demands, debts, liabilities, remedies, damages, accounts, obligations, costs, expenses (including attorneys' fees), liens, indemnity, actions, and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, that they now own or hold or has owned or held, based upon, related to or arising from any transaction, contract, tort, lien, liability, matter, cause, cause of action, fact, thing, conduct, act, or omission whatsoever, which the Parties may now have or may hereafter have arising out of or connected with the Unpaid Sewer Charges.

3. Representations and Warranty

Each Party represents and warrants that there has been no assignment or other transfer of any interest in any of the claims which are being released hereunder and that no person or entity other than the Parties hereto has or have any interest or claim against any of the other Parties regarding the Recitals above or as expressly reserved herein.

4. Compromise

This Settlement Agreement is the result of a compromise and shall never at any time or for any purpose be considered an admission of liability or responsibility on the part of any Party herein released, nor shall the payment of any sum of money in consideration for the execution of this Settlement Agreement constitute or be construed as an admission of any liability whatsoever, by any Party herein released, all of which continue to deny such liability and to disclaim such responsibility.

5. Consultation with Counsel

The Parties each represent and declare that they have carefully read this Settlement Agreement and know and understand its contents of, and have had the advice of counsel regarding same (or ample opportunity to consult with counsel of their choosing), and that they sign the same freely and voluntarily.

6. Neutral Interpretation

The language of this Settlement Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party.

7. Complete Agreement

This Settlement Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations and proposed agreements, written and/or oral. Each Party acknowledges to the other Party that no Party or agent or any attorney of any party has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this agreement and each party acknowledges that it has not executed this Settlement Agreement in reliance upon any promise, representation or warranty not contained herein.

8. Applicable Law, Jurisdiction, and Venue

This Settlement Agreement shall, in all respects, be interpreted, enforced, and governed exclusively by and under the laws of the State of California.

9. Attorneys' Fees and Costs

Each Party will bear their own pre-Settlement Agreement attorneys' fees and costs.

10. Individuals Authorized

The Parties represent and warrant that the Party signatories to this Settlement Agreement have full authority to bind the Party each represents.

11. Signature in Counterpart and Fax

This Settlement Agreement may be executed in one or more counterparts, any one of which shall be binding on any Party signing thereon. Photocopied copies, facsimile copies, and scanned original documents shall be deemed originals and shall be valid, binding, and enforceable in accordance with their terms.

12. Severability

If any portion of this Settlement Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force and effect as if no invalid or unenforceable provisions had been part of this Settlement Agreement.

EACH OF THE UNDERSIGNED HEREBY DECLARES THAT THE TERMS OF THIS SETTLEMENT AGREEMENT HAVE BEEN COMPLETELY READ AND ARE FULLY UNDERSTOOD, AND BY EXECUTION HEREOF VOLUNTARILY ACCEPTS THE TERMS WITH THE INTENT TO BE LEGALLY BOUND THEREBY.

Dated: July __, 2022

BORREGO WATER DISTRICT

By: _____
NAME:
TITLE:

Dated: July __, 2022

MESQUITE TRAILS, LLC

By: _____
NAME: DAVID R. PLOTE
TITLE: MANAGER, MESQUITE
TRAILS, LLC

EXHIBIT A
LIEN RELEASE
ATTACHED

EXHIBIT B
“ATTACHMENT F FORM”

ATTACHMENT FOR ITEM V.iii:
New Water Conservation Program Concept – On Site, Interior and Exterior
Water Use Assessment

Ryan Parker

Education

California Polytechnic State University San Luis Obispo, CA

Bachelor of Science: Environmental Horticultural Science

- Degree conferred March 19, 2004
- Senior Project: participated in a team project which included the planning, design and installation of a demonstration residential landscape at the EHS unit on the Cal Poly SLO campus
- Courses taken include: Landscape Construction, Landscape Maintenance, Landscape Irrigation, Arboriculture, Weed Ecology, Advanced Weed Science, Disease and Pest Control Systems for Ornamental Plants, Biological Control of Insects, Plant Pathology, Plant-Pest Interactions, Native Plants for California Landscapes

Professional experience

2018-present San Diego Zoo Safari Park

Senior Horticulturist

- Maintain existing landscaped areas
- Install new plant material
- Enhance existing plant palette while maintaining geographic theme
- Identify and learn new plant species
- Application of pesticides and fertilizers
- Assist team members with horticulture projects and/or tasks

2017-2018 Whispering Winds Catholic Julian, CA

Lead Grounds

- Maintain existing landscaped areas throughout camp.
- Implement maintenance schedule of newly planted landscape areas
- Develop tree replacement list for reforestation of property
- Visually monitor and inspect oak trees for insect pests and diseases.
- Application of pesticides and fertilizers
- Provide oversight to other grounds staff regarding daily tasks

2016-2017 Leichtag Foundation Encinitas, CA

Landscape Maintenance Coordinator

- Installation of new landscapes consisting of primarily Ca native plants
- Maintaining existing landscaped areas
- Visually monitor and inspect plant material for insect pests and diseases.
- Application of organic pesticides
- General construction and maintenance throughout 67.5 acre property
- Develop maintenance schedule of landscaped areas and delegate tasks to two ranch hands

2015-2016 Disneyland Resort Anaheim, CA

Care and Maintenance Gardener

- Responsible for care and maintenance of plant material at Disneyland nursery including watering, fertilizing and visually inspecting plant material for insect pests and diseases.
- Responsible for quarantining out of state shipment of plants awaiting inspection from Agricultural inspector
- Removal of old plant material and installation of new plant material throughout Disneyland Resort.
- Stand in nursery lead when primary lead was absent

2014-2015 Scrub Jay Studios Altadena, CA

Foreman

- Responsible for overseeing small crew for landscape design/build/maintenance company
- Plant palette consists of California native plants, and edible plants only i.e. vegetable garden
- Installation of drainage systems, irrigation systems, concrete, brick, paver installation, block wall, rammed earth wall construction, fence construction, and water feature construction.

2013 The Webb Schools Claremont, CA

Lead Grounds/Athletic Field Specialist

- Responsible for improving the overall health of the athletic fields. Including identifying weeds and what herbicides to use to control them. Application of herbicides.
- Developed a treatment program for athletic fields as well as maintenance program for the grounds
- Responsible for small crew to maintain the grounds for the entire property.

2011- 2012 Larry Jacinto Farming Inc. Mentone Beach, CA

PCA/QAL

- Responsible for all aspects of pest management for multi-faceted farming company.
- Application of fertilizers and pesticides for field and greenhouse grown fruits and vegetables to be sold at two local fruit stands
- Monitoring and diagnosis of insect, pathogen and weed pests for treatment in hundreds of acres of citrus and avocado as well as farm with tomatoes, lettuce, strawberries, potatoes, broccoli, onions, garlic, etc.
- Application of herbicides to school sports fields throughout Redlands school district and Corona-Norco school district
- Identification, removal, herbicide treatment and subsequent monitoring of invasive species *Ailanthus altissima*, Tree-of-Heaven in conjunction with Inland Empire Resource Conservation District and City of Yucaipa

2006 –2011 Rancho Santa Ana Botanic Garden Claremont, CA

Integrated Pest Management Program Manager

- Responsible for all aspects of pest control at the botanic garden including the grounds, nursery and buildings

- Weed identification and control in nursery and on grounds using post-emergent and pre-emergent herbicides, physical removal, mechanical removal, mulching and soil solarization
- Insect and mite identification and control in nursery and on grounds using insecticides, miticides, organic products and predatory insects
- Plant Pathogen diagnosis and treatment in nursery and on grounds using fungicides, organic products and cultural practices
- Vertebrate pest trapping and disposal of ground squirrels, wood rats, field mice and rabbits in garden
- Ant identification and treatment in nursery and near buildings using bait stations and insecticides
- Participated in field work with staff botanists including rare plant surveys of Santa Ana River headwaters in San Bernardino Mountains using GPS
- Participated with collection of native plant species for RSABG by vegetative cuttings and/or seeds

2004-2005

Plant-Tek Inc.

Escondido, CA

QAL Spray Technician (Landscape Pest Control)

- Responsible for the inspection, diagnosis and treatment of trees, shrubs, palms and turf for a variety of customers throughout San Diego County in addition to covering parts of Riverside, San Bernardino and Orange Counties
- Customers included: homeowners, business parks, schools, new developments and city owned lands such as parks, medians, water reclamation plants and catch basins
- Treatments included preventative and reactionary application of pesticides for control of insect pests, weeds and pathogens by way of foliar sprays and soil injections
- Fertilization of palms, turf, trees and shrubs through foliar sprays and soil injections
- Large scale applications including treatment of turf and trees at the Olympic Training Center in Chula Vista, CA and treatment of turf and trees at LegoLand in Carlsbad, CA.