

**Borrego Water District Board of Directors**  
**Regular Board Meeting**  
**February 27, 2024 @ 9:00 a.m.**  
**806 Palm Canyon Drive**  
**Borrego Springs, CA 92004**

The Borrego Water District Board of Directors meeting as scheduled will be conducted in person and in an electronic format please note BWD is providing remote attendance options solely as a matter of convenience to the public. BWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the GoTo meeting or call-in line listed on the agenda. We encourage members of the public to attend BWD meetings in-person at the address printed on page 1 of this agenda. Anyone who wants to listen to or participate in the meeting remotely is encouraged to observe the GO TO MEETING at:

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**I. OPENING PROCEDURES -**

- A. Call to Order
- B. Pledge of Allegiance
- C. Directors' Roll Call: President Dice, Vice President Baker, Secretary/Treasurer Johnson, Directors Duncan & Moran
- 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. CONSENT CALENDAR
  - 1. September 26, 2023 Regular Board Meeting Minutes
  - 2. October 10, 2023 Special Meeting Minutes
- B. Automated Metering Infrastructure Contract – Metron Farnier – G Poole
- C. Wastewater Treatment Plant Metering Repairs/Enhancements – R Martinez
- D. Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll
  - 1. Update on Board Activities
  - 2. Update on Technical Advisory Committee Activities

**III. BOARD COMMITTEE REPORTS, IF NEEDED**

STANDING:

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

AGENDA: February 27, 2024: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – 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.

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.

**AD HOC:**

- A. Prop 68 Implementation: Baker/Johnson
- B. Public Outreach: Dice/Johnson
- C. Grants: Dice/Johnson
- D. Cyber Security/Risk Management: Baker
- E. Developer's Agreement: Baker/Duncan
- F. Finance: Baker/Moran
- H. Borrego Springs Basin Water Quality: Moran/Johnson
- I. Automated Metering Infrastructure Selection and Implementation: Baker/Moran

**IV. STAFF REPORTS – VERBAL**

- A. Monthly Water Production and Operations Report: A Asche
- B. Monthly Wastewater Production Report: R Martinez
- C. Monthly Financial Report: J Clabaugh
  - 1. Updated Cash Flows
- D. Administration: D Del Bono
- E. Legal Counsel: S Anderson
- F. General Manager: G Poole
  - 1. SDGE Hydrogen Pilot Project Closure
  - 2. SDGE-BWD Distributed Energy Program Letter (Battery Back up) completed

**V. CLOSED SESSION:**

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Two (2) potential case)
- B. Conference with Legal Counsel – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-00005776)

**VI. CLOSING PROCEDURE:** The next Board Meeting is scheduled for 9:00 AM March 12, 2024, to be available online and in person at 806 Palm Canyon Drive. See Board Agenda at [BorregoWD.org](http://BorregoWD.org) for details, Agenda information available at least 72 hours before the meeting.

AGENDA: February 27, 2024: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – 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.

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BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
FEBRUARY 27, 2024  
AGENDA ITEM II.A

February 21, 2024

TO: Board of Directors  
FROM: Geoffrey Poole, General Manager  
SUBJECT: CONSENT CALENDAR

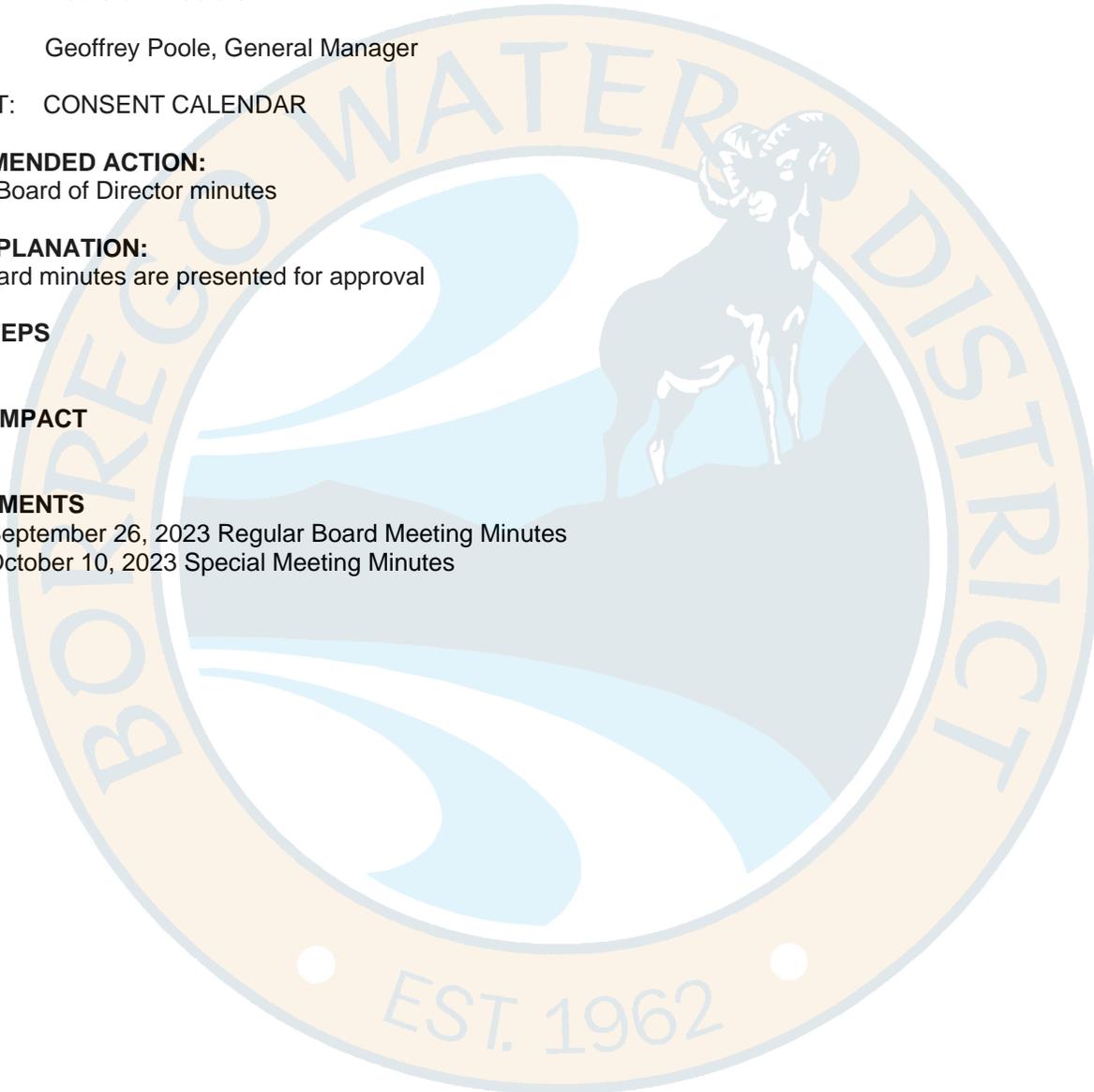
**RECOMMENDED ACTION:**  
Approve Board of Director minutes

**ITEM EXPLANATION:**  
1.The Board minutes are presented for approval

**NEXT STEPS**  
1. N/A

**FISCAL IMPACT**  
1. N/A

**ATTACHMENTS**  
1. September 26, 2023 Regular Board Meeting Minutes  
2. October 10, 2023 Special Meeting Minutes



**Borrego Water District Board of Directors**  
**MINUTES**  
**Regular Meeting**  
**September 26, 2023 @ 9:00 a.m.**  
**806 Palm Canyon Drive**  
**Borrego Springs, CA 92004**

**I. OPENING PROCEDURES**

- A. Call to Order: President Dice called the meeting to order at 9:02 a.m.
- B. Pledge of Allegiance: Those present stood for the Pledge of Allegiance.
- C. Roll Call:
  - Directors:
    - Present: President Dice, Director Johnson, Director Moran, Treasurer Duncan & Vice President Baker joined from a remote address.
  - Staff:
    - Geoff Poole, General Manager
    - Diana Del Bono, Administration Manager
    - Jessica Clabaugh, Finance Officer
    - Alan Asche, Operations Manager
    - Roy Martinez, WWTF Operator
    - Trey Driscoll, Intera
    - Steve Anderson, Best Best & Krieger
    - Anya Kwan, Best Best & Krieger
    - Mackenzie Dughi, Best Best & Krieger
  - Public: David Bauer
- D. Approval of Agenda: *MSC: Johnson/Moran approving the Agenda as written. The roll call vote was unanimous.*
- E. Comments from the Public and Requests for Future Agenda Items: None.
- F. Comments from Directors: None.
- G. Correspondence Received from the Public: None.

**II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION**

- A. CONSENT CALENDAR
  - a. Board of Director Minutes
    - May 23, 2023 Regular Board Meeting Minutes
    - June 13, 2023 Special Board Meeting Minutes
    - June 27, 2023 Regular Board Meeting Minutes
- B. BWD Production Well Water Quality Analysis – T Driscoll, Intera Engineering  
– Mr. Driscoll presented a slide show detailing water quality trends compiled from all available data in the basin to summarize the 80 page report. Notable trends include an increase in nitrates at ID4-18, increase in fluoride at the DOT yard well and increasing arsenic and nitrates in the Southern Management Area. Director Johnson asked if this report could be leveraged to encourage the county to require annular seals on new wells and President Dice recommended drafting a letter to the SD County Department of Environmental Health. Mr. Poole commented that the report should be submitted to the Watermaster and TAC. Mr. Driscoll commented that he has already

requested a presentation to the TAC. Potential water quality mitigation measures include well abandonment for arsenic and deeper wells to avoid nitrates.

**C. Total Nitrogen Reduction Alternatives Analysis at Wastewater Treatment Plant: Progress Report – G Guillen, Dudek - The 2017 Discharge Permit for the Rams Hill Wastewater Treatment Facility** required the District to conduct a nitrogen study and to determine potential alternatives to reduce effluent nitrogen levels. The State Board will do an analysis of water quality and potential alternatives and determine the preferred course of action. Mr. Guillen gave a brief overview of the potential alternatives and their cost estimate. Details can be found in his technical memo titled “Nitrogen Removal Plant Upgrades and Cost Estimates” published in the Board Package. Vice President Baker recommended the District do a septic tank study to determine the nitrate contribution from septic tanks.

**D. Watermaster Farmland Fallowing Alternatives Prop 68 Grant Project Update – G Poole** Mr. Poole reported that the Watermaster has partnered with Land IQ to conduct fallowing studies as funded by the Prop 68 grant. He presented a memo issued by the Watermaster on fallowing alternatives including sand fences, tree fences, tree piles, etc. They will be experimenting with the different methods using T2 parcels and the William Bauer parcel and portions of the David Bauer parcels owned by BWD. Mr. David Bauer has been very helpful in assisting with project execution on the parcels he is to convey to BWD. ***MSC: Moran/Johnson to authorize staff to proceed with BWD’s involvement in the project.***

**E. Borrego Springs Subbasin Watermaster Board: D. Duncan/K. Dice/T. Driscoll**

1. Update on Board Activities. Director Duncan reported that there was some uncertainty amongst Watermaster Staff on the work to redetermine the sustainable yield as DWR had not yet submitted comments on the Alternative Groundwater Management Plan. The Watermaster Board directed staff to proceed on what they determined to be the best course of action.

2. Update on Technical Advisory Committee Activities. Director Duncan reported that the Watermaster Board unanimously agreed to petition the Judge for a community representative to be able to sit on the TAC.

### **III. BOARD COMMITTEE REPORTS**

**STANDING:**

**NONE**

**AD HOC:**

**A. Public Outreach:** Director Johnson, President Dice and Mr. Poole are coordinating with the Prop 68 subgrantees to have a booth and display at Borrego Days. Mr. Poole reported that DWR informed him that displays, staff/consultant time, mileage, handouts, etc. are eligible for grant reimbursement.

### **IV. STAFF REPORTS - VERBAL**

**A. Water Production and Operations Report – A Asche – BWD** Produced about 145 AF of water in August. Mr. Asche has begun PFAS testing on some wells and no PFAS has been detected to date. EPA will start testing all sources in Spring 2024. Mr. Asche recognized the hard work by the crew and Val & Laura from the office who provided traffic control while they had to do a valve repair on Lazy Ladder & Verbena on a 116 degree day complete with gnats. They were on a deadline to complete the project before the County repaves the road. An asphalt roller was recently purchased which was also a help on the project.

The Twin Tank and Rams Hill 2 replacement tanks were completed and President Dice thanked him for stepping up in lieu of having a District Engineer on staff. There were some challenges relating to soil compaction and large rocks at the Indian Head Tank site, but they were able remedy the poor compaction from the original installation. Equipment and electric were installed at ID5-15 and the crew is working on a discharge pond and will soon install the well house and chlorinator and check residuals to prepare for an inspection at the end of October.

Campers had been removed from the monitoring well site out East of the WWTP with assistance from the Sheriff's Department and the crew cleaned up the site. Mr. Asche also reported graffiti on the well house building for out-of-service well by BSR. He suggested offering the site to the Watermaster to abandon as part of their well abandonment component of the Prop 68 grant.

**B.** Monthly Wastewater Operations Report – R Martinez - Mr. Martinez reported that there were signs of motor oil dumping in the manhole in front of Roadrunner Club. There were electrical failures at the WWTP during the last storm and Brax was able to repair in the vault but it took them two weeks to come out.

**C.** Monthly Financial Report – J Clabaugh – Ms. Clabaugh presented the July and August financial reports which show a little bit of a slow down on commodity revenues. CalPERS Unfunded Accrued Liability (UAL) contributions had been paid in July for the year which were much lower than in prior years. There were some additional setup fees associated with the move to AT&T but the annual amount should be less. 2<sup>nd</sup> half of WY24 and supplemental pumping fees were paid. The majority of BWD's insurance policies recently renewed and were paid as well as payments to acquire the David Bauer property. Outstanding prop 68 reimbursements are about \$80,000 and \$1.7 million on the Tank and Motor Grant. Accounts Payable was high at fiscal year-end due to withholding payment to Superior Tank company due to outstanding labor compliance items. Intra invoices from August totaling about \$20k had been received after the board package was published and are not reflected in the reports. CIP work continues on the Monitoring Well project and the RFQ for the AMI project. The prebid meeting for the AMI project is set for the following Thursday.

Ms. Clabaugh informed the board that there will be an Ad Hoc Finance committee meeting on Wednesday. She had received open enrollment information from JPIA and they have been doing a good job on keeping health premiums low. Director Johnson inquired about how the Prop 68 grant administration was going. Ms. Clabaugh reported that the first reimbursement request was burdensome as it included invoices from before the grant was awarded but that they should be easier going forward since all subgrantees now know what is expected of them. Ms. Clabaugh thanked Mr. Asche and Mr. Marin for their assistance with technical items on the AMI RFQ.

**D.** Administration – D Del Bono – Ms. Del Bono reported that she was working with Geoff and Esmeralda on Prop 68 Grant outreach for Borrego Days. She is also researching the potential of savings by changing BWD's rate plan with SDG&E. The District leased a new postage machine to keep compliant with upcoming USPS changes.

**E.** Legal Counsel – S Anderson.

a. PFAS Class Action Lawsuit - Mr. Anderson introduced Anya Kwan who is working on the lawsuit. 3M and Dupont had offered a class action settlement regarding potential PFAS impacts. BWD is included and can choose to settle

or not settle to retain the right for legal action in the future. Ms. Kwan shared that BWD needs to decide whether to opt in or out without having any PFAS detection. Dupont's gross settlement amount is \$1.195 Billion where 3M's gross settlement is expected to be \$10.3-\$12.5 Billion.

- F. General Manager – G Poole – Mr. Poole reported that T2 had signed the Deposit Agreement for T2 new development. BWD is participating in the schools intern program and will have a release form signed before participating. Students will be rotating around different entities in the Basin to learn about future career paths and to better understand their community.

## V. CLOSED SESSION

A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Two (2) potential cases):

B. Conference with Legal Counsel – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-00005776:

C. Conference with Real Property Negotiators (Gov. Code §54956.8) 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.

D. Conference with Real Property Negotiators (Gov. Code §Section 54956.8) Property APNs: 140-070-17, 140-070-18, 140-070-24, 140-070-27, 140-110-14, and 140-010-11 Agency Negotiator: Geoff Poole, BWD General Manager Negotiating Parties: BWD and David Bauer as potential seller regarding Price and Terms of Payment.

President Dice adjourned the meeting at 1:12pm. There was no Closed Session Meeting.

## VI. CLOSING PROCEDURE

The next Board Meeting is scheduled for 9:00 a.m., October 10, 2023, to be available on line and in person at 806 Palm Canyon Drive. See Board Agenda at [BorregoWD.org](http://BorregoWD.org) for details. Agenda information available at least 72 hours before the meeting. There being no further business, the meeting was adjourned.

**Borrego Water District Board of Directors  
Special Meeting Minutes  
October 10, 2023 @ 9:00 a.m.  
806 Palm Canyon Drive  
Borrego Springs, CA 92004**

**I. OPENING PROCEDURES -**

Call to Order – Meeting was called to order at 9am.

Present for the board were: \**Director Duncan*, Director Johnson, Director Moran and Vice President Baker.

**\*DIRECTOR DUNCAN REMOTE ADDRESS: 3153 Club Circle W., Borrego Springs Ca 92004**

Staff present: BWD Manager Geoff Poole, BWD CFO Jessica Clabaugh,  
BWD Administrative Manager Diana Delbono, BBK Attorney Steven  
Anderson, BWD Admin Assistant Esmeralda Garcia

Public present: Brooke Egger and Cathy Milkey, Trey Driscoll

**Approval of Agenda** – Agenda was approved as presented with a motion by Director Duncan and second by Director Johnson.

**Comments from the Public & Requests for Future Agenda Items** – There were no comments from the public.

**Comments from Directors** – Director Johnson had a comment “Comment on Prop 68 Last Thursday Geoff, Jessica, and I talked to subgrantees, encouraging presence at Borrego Days.” Director Johnson also stated that “there was one UCI professor that wanted to help with outreach”

**There was no Correspondence received from the public for review.**

**II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -**

**A. Farmland Following Agreements with Borrego Spring Sub basin Watermaster** – Geoff Poole stated that at the last meeting, 2 weeks ago, it was unveiled that the watermaster was wanting to expand the following study experiment to include not only Burnand Property, now owned by T2, to include BWD property, the Bauer property and the BWD owned property south of it on Digorgio Rd. BWD gave the greenlight at the last meeting approving the concept at both the Working group meeting and at the BWD board meeting staff continued working to get documents ready needed to begin. First step would be access agreements and insurance protections to ensure BWD is protected when someone comes on to BWD property. T2 had already negotiated with the watermaster for their portion of property and sent BWD what they used to be customized for BWD. There are questions as to what is going on Geoff, Steve Marksman, and Andy Malone got involved and all worked on the development of the agreement to include all the legalese for the land IQ to have the rights to start the work. Starting the work for land IQ will be another project, there are still questions such as what will be charged to move trees, install sand fences, and mulch pumps so Land IQ will continued communication with David Bauer is part of the plan and has nothing to do with

BWD Watermaster/Land IQ will pay for all those activities. Next steps for us (BWD) – this transaction is getting involved with the Watermaster experiments directly impacts BWD’s deal with David Bauer, now that he is finishing everything and turning it over to BWD ,based on the way of the agreement structure, we are in following standard compliant in terms of the Watermaster standards just by participating in the experiment, that is excellent for BWD and this agreement starts that process. David Bauer will be doing that work with the creative experiments, the BWD has a larger parcel than T2 in terms of BWD experiment area and in terms of this agreement we will be attaching to exhibit A which is the description for both William Bauer parcels but then the entire Digorgio parcel will be attached as exhibit A in the agreement, Exhibit B based on the guidelines each parcel will be identified as individual box, based on those different experiment. BWD will need to change the agreement with David Bauer on the parcels that are now part of the experiment, Steve will begin to work on that as we get through meeting today, BWD will have a different agreement with Mr. David Bauer because deal has changed, though the other parcels not involved will remain the same, agreement will require a slight revision and will be brought back in two weeks by Steve. Assuming all goes as planned. Watermaster has also geminized this agreement for their coordinating. Good news is they will be able to start relatively quickly, starting today. Everything is going as planned with the farmland following program and BWD operating with the watermaster using BWD properties and this next step is needed to officially start. (Mr. Poole asked for questions from board)

*Director Moran* asked if UCI was covered under this Land IQ program, Geoff confirmed it was.

*Director Baker* asked “In the agreement is says, Land IQ recommends owners get burn permit and burn unused biomass” it says we have unused BioMass, is that something that BWD is responsible for? Or something Steve has been working on? Or Water Master?

*Geoff stated* “BWD will be responsible to dispose of while maintaining environmental integrity, while BWD does not have to burn the wood chips BWD is still TBD on the disposal method of unused materials.”

*Director Baker* asked if Steve will come back with update and will the update make it possible to extend experiment as option 3, and that option is not what BWD’s best option is, nor what our current plan is with David Bauer, would we have the flexibility to change it from “for the parcels that are not being touched by the experiment” to “the preferred Land IQ option” But BWD would have the flexibility to change that with David in the future?

*Geoff stated* “Definitely, David is a strong supporter of avoiding the chipper, sitting here today the plan was to have the chips hauled away. But yes those changes will be incorporated and will be clarified in what we bring back to the board.”

*Tammy asked* “Is there anything in this agreement that would prohibit BWD from working with LAND IQ after March of 2025, to potentially to continue the monitoring process, to continue experiment if the results are not conclusive?”

Geoff Stated “absolutely, we may even talk to LAND IQ staff to reach out for help in the future.

*Travis(UCI in the public)* “One of the things that we were concerned with was, doing their experiment and so forth, can it be adaptable to other different trees, that’s been hard.”

*Cathy Milkey* commented “Thank you BWD for stepping up and offering your land too, I think what you are doing will be helpful for the Basin, I noticed in Exhibit C, part of the Land IQ schedule was cut off when it was printed, I just wanted to make sure you knew that, term runs

through March 31, 2025 and the schedule for the study also runs through that spring.

Motion to Approve moving forward with the contract described in the packet, with 4 approvals, motion passed.

**B. Updates to Local Agency Investment Fund Authorized Individuals** - *Jessica Clabaugh* explained to board that as the board is aware we do have an investment account with the local agency investment fund and the District has money in there since before she was hired and the district has not never transferred anything in or out since she was hired, in order to do so she would need to be approved via a resolution. Although BWD has no intent to move monies around it would be nice that should the board decide to move money, Jessica asked to for approval of resolution 2023-10-01 so she would authorized to do so.

*Motion to approve Resolution 2023-10-01 with 4 approvals, motion passed.*

***“motion to approve Director Duncan remote participation was brought up by Director Johnson, motion was approved with 3 approvals”***

**C. Borrego Springs Subbasin Watermaster Board** – VERBAL D Duncan/K Dice/T Driscoll

1. **Update on Board Activities** – *Director Duncan* reported “No activity since BWD’s last meeting, 10/12 was the next watermaster meeting, after reviewing agenda, big ticket item on the WM agenda were the elections.”

*Director Duncan* advised if he was nominated he would continue to serve. WM selects officers every year.

*Director Tammy Baker* asked – who makes the nomination to which *Director Duncan* advised – Someone on the board (watermaster) and he had had a conversation with WM Director Mark Jorgenson.

2. **Update on Technical Advisory Committee Activities** – *Trey from Intera* explained – Watermaster’s October meeting will be considering a TAC Agenda, the next TAC meeting will be November 1, 2023 from 11 am to 2pm on line, that agenda has 7-8 major items; to redetermine the sustainable yield, correcting errors originally identified in the 2021 Borrego Valley Hydrologic model, discussing the time period to evaluate the redetermination of the sustainable yield, and I did request that we include the groundwater quality results from the technical support services, and also from the groundwater quality risk assessments update from the Borrego Water District, board will decide if we will be allotted time but it was planned to send to TAC board member slides from last meeting for them to start reviewing and commenting on the work draft report.

***Trey presented a Borrego Springs Subbasin-Sustainable Yield Update presentation as a refresher everyone is informed about the discussion***

### III. BOARD COMMITTEE REPORTS,

**STANDING COMMITTEES:** Nothing to report

**AD HOC COMMITTEES:**

**Prop 68 Implementation:** *Diane Johnson* had a question – The Stewardship Council has one of the subgrants and they keep running in the contract issues between Civic Well and Consultants, recalling that the Board approved lending – how much money is in that pot still?

*Jessica* stated there were about \$15,000 - \$20,000 at the most and it was based on a request received from them.

*Gina Moran* – Requested an update for the subgrantees, Jessica will provide next meeting or online.

**Public Outreach:** Nothing to report

**Grants:** DWR Reimbursements Update – *Geoff stated:* TWIN TANKS reimbursement was being reviewed and they clarified that DWR was not reimbursing due to the request not matching the invoice Jessica is working with them for correction.

**Cyber Security/Risk Management:** *Director Baker* Advised that the 26<sup>th</sup> and the 27<sup>th</sup> of October will be the Cyber Security review.

**Developer's Agreement:** Nothing to report.

**Finance:** Nothing to report

**Borrego Springs Basin Water Quality:** Nothing to report.

#### **IV. STAFF REPORTS – VERBAL General Manager**

**AMI Vendor Selection Process Update** – Request for qualifications has been issued, and had call with potential vendors, after which BWD received questions from vendors and are coming up with responses and providing them to all vendors.

**High School Intern Program Update** – High School Intern program is set to start on October 18, we have a document that student, school, and parent must sign. BWD is proceeding with an abundance of caution.

*Dave Duncan* advised that him and Martha Deichler will be driving students, due to both not being able to drive them (at the moment) it will most likely be pushed out to start program November 1<sup>st</sup>.

*Gina Moran* asked – If the students would be able to provide feedback?

*Dave Duncan* advised that with this being the 3<sup>rd</sup> year of the program the interns do have a exit interview they are given.

Meeting was adjourned at 10:30am, The next Board Meeting is scheduled for 9:00 AM October 24, 2023

#### **V. CLOSED SESSION TOPIS TO DISCUSS:**

*Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Two (2) potential cases)*

*Conference with Legal Counsel – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-00005776)*

*Conference with Real Property Negotiators (Gov. Code §Section 54956.8)*

*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*

*Conference with Real Property Negotiators (Gov. Code §Section 54956.8) Property*

*APNs: 140- 070-17, 140-070-18, 140-070-24, 140-070-27, 140-110-14, and 140-010-11*

*Agency Negotiator: Geoff Poole, BWD General Manager, Negotiating Parties: BWD and David*

*Bauer as potential seller regarding Price and Terms of Payment*

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
FEBRUARY 27, 2024  
AGENDA ITEM II.B

February 21, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Automated Metering Infrastructure Contract – Metron Farnier – G Poole

**RECOMMENDED ACTION:**

Receive Report from Legal Counsel and approve Contract

**ITEM EXPLANATION:**

The attached Draft Agreement has been created by BWD Legal Counsel and reviewed by the AMI Vendor Metron-Ferrier. Staff and recommends approval.

**NEXT STEPS**

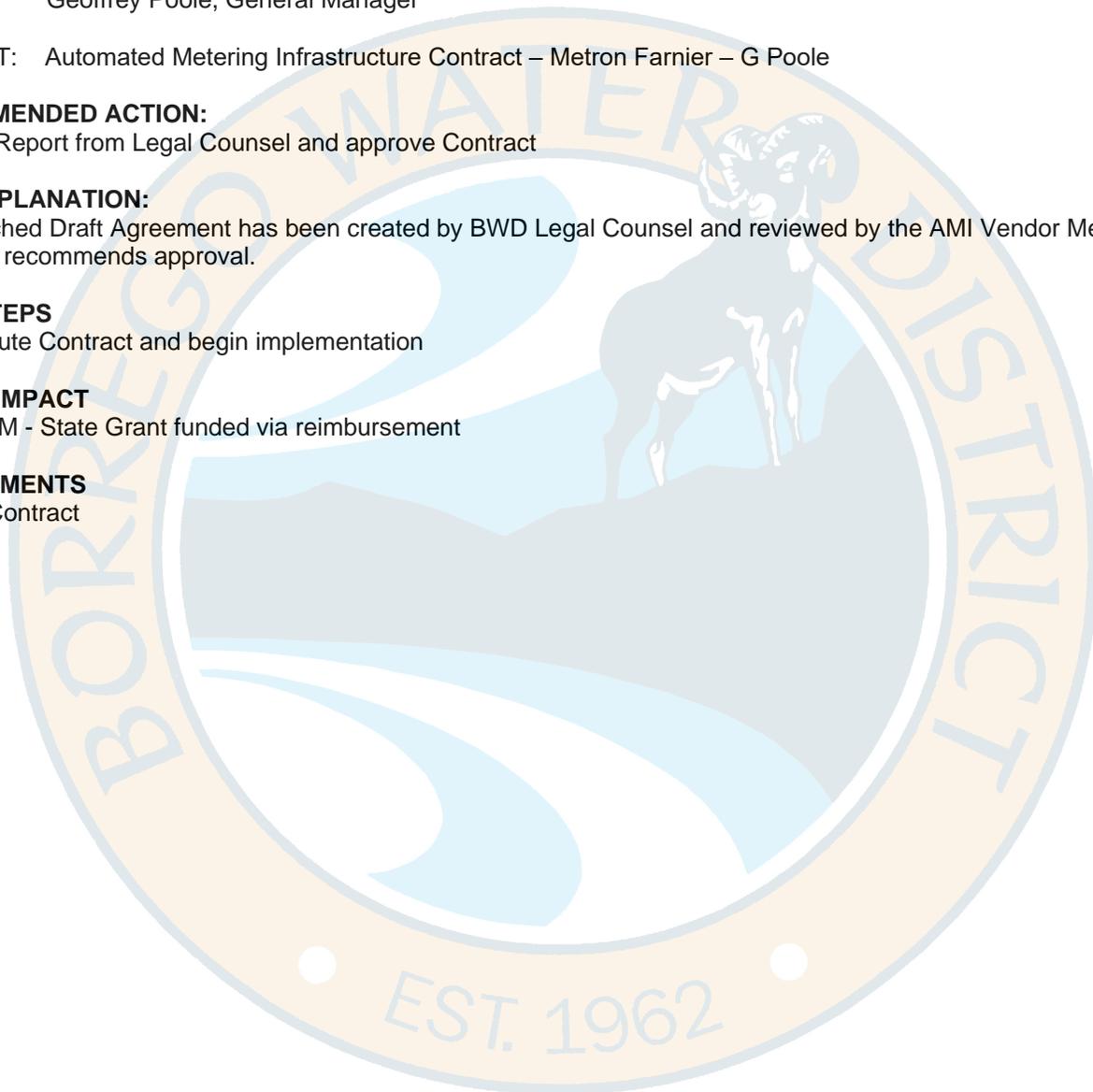
1. Execute Contract and begin implementation

**FISCAL IMPACT**

1. \$1.4 M - State Grant funded via reimbursement

**ATTACHMENTS**

1. Draft Contract



**BORREGO WATER DISTRICT  
SHORT FORM CONSTRUCTION CONTRACT  
ADVANCED METER INFRASTRUCTURE**

**1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_ day of February, 2024 by and between the Borrego Water District, a public agency organized under the laws of the State of California with its principal place of business at 806 Palm Canyon Drive, Borrego Springs, CA 92004 (“District”) and Metron Farnier, LLC with its principal place of business at 5665 Airport Blvd., Boulder, CO 80310 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

**2.1 District.** District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

**2.2 Prop 68 Grant Funding Agreement.** On December 13, 2022, the District entered into a grant agreement with the California Department of Water Resources for Proposition 68 funding awarded to the District (“Grant Agreement”) incorporated by reference and attached as **Exhibit “A.”** A component of this Grant Agreement tasks the District with replacing manual water meters.

**2.3 Contractor.** Contractor desires to sell to the District water meters and related supplies as described herein (“Products”) and perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing water meter installation related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District.

**2.4 Project.** District desires to engage Contractor to render such services for the Grant Agreement Component No. 2: Advanced Meter Infrastructure Project (“Project”) as set forth in this Contract, including furnishing and installing from Contractor the Products necessary for said Project as detailed in this Contract (“Work”).

**2.5 Project Documents & Certifications.** Contractor has obtained, and delivers concurrently herewith, performance bond, payment bond, insurance documents and other certifications as required by the Contract.

**3. TERMS**

**3.1 Prop 68 Agreement.** Contractor warrants that it has reviewed and understands all provisions and requirements of the Grant Agreement. Contractor shall, at all times, comply with all applicable provisions of the Grant Agreement including, without limitation, all applicable state laws and all provisions of the Proposition 68 Funding Requirements, incorporated herein by reference and attached as Exhibit “H” (“Funding Provisions”). If Contractor does not strictly adhere to this obligation, the District, at its sole discretion, may immediately terminate this Contract.

## 3.2 Compensation and Payment.

3.2.1 Amount of Compensation. Compensation for Products shall be due and payable after the District's inspection and approval of the Products. As consideration for performance of the Work required herein, District agrees to pay Contractor the Total Contract Price one million three hundred ninety-nine thousand four hundred ninety-nine dollars and sixty-three cents (\$1,399,499.63) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.2.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.2.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.2.4 Contract Retentions. If this Contract is greater than Five Thousand dollars (\$5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.2.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract

or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.2.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the District, which provides that no portion of the securities shall be paid to Contractor until the District has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The District shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.2.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.2.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.2.9 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

**3.3 Incorporation of Documents.** This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "B")
- Plans and Specifications (Exhibit "C")
- Special Conditions (Exhibit "D")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "E")
- Public Works Contractor Registration Certification (Exhibit "F")
- Payment and Performance Bonds (Exhibit "G")
- Funding Provisions (Exhibit "H")

- Product Warranties (Exhibit “I”)
- Addenda
- Change Orders executed by the District
- Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid

To the extent there is a conflict between Exhibit B and any portions of this Contract, the terms of this Contract shall control. To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor. Notwithstanding the precedence of documents listed herein, for any conflict between the Contract Documents and the Funding Provisions or Grant Agreement, the most stringent will control.

**3.4 Contractor’s Basic Obligation; Scope of Work.**

3.4.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit “C” attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit “D” attached hereto and incorporated herein by this reference.

3.4.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the District.

3.4.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the District. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The District’s liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the District for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount

of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.4.4 Changes Ordered By District. District may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4.6 Product Delivery. Contractor agrees and acknowledges that there are various deadlines and scheduling requirements under the Grant Agreement. Notwithstanding any other delivery or work schedule under this Contract, Contractor shall deliver all Products contemplated under this Contract to the District on or before [INSERT DATE OR TIME FROM NOTICE TO PROCEED]. If Contractor fails to deliver the Products within the time contemplated in this section, District may, at its sole discretion, terminate this Contract for cause.

**3.5 Substitutions/"Or Equal".** Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall

include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the District’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

### **3.6 Period of Performance and Liquidated Damages.**

3.6.1 Contractor shall perform and complete all Work under this Contract within 365 days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibits “B” or “C” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of one thousand dollars (\$1000.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.6.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor’s sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.6.3 A Force Majeure Event shall mean an event that materially affects a party’s performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the District in its capacity as a municipal authority.

**3.7 Standard of Performance; Performance of Employees.** Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

**3.8 Control and Payment of Subordinates; Contractual Relationship.** District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

**3.9 District's Basic Obligation.** District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### **3.10 Labor.**

**3.10.1 Prevailing Wages.** Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any

failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.10.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.10.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.10.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.5 Contractor and Subcontractor Registration. 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 DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor

registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

### **3.11 Performance of Work; Jobsite Obligations.**

#### 3.11.1 Water Quality Management and Compliance.

3.11.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.11.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.11.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.11.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.11.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.11.1.6 Reservation of Right to Defend. District reserves the right to defend any enforcement action brought against the District for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District's attorney's fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.11.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.11.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.11.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give

all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.4 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.11.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.11.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.11.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.11.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB) and all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 ("Regulation"). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the District.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.11.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.11.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.11.11 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District immediately and prior to performing any work or altering the condition.

**3.12 Completion of Work.** When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the District. Once the Work is acceptable to District, District shall pay to Contractor

the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### **3.13 Claims; Government Code Claim Compliance.**

3.13.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.13.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.13.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.13.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.13.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.13.4.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.13.4.3 Chronology of events and correspondence

3.13.4.4 Analysis of claim merit

3.13.4.5 Analysis of claim cost, including calculations and supporting documents

3.13.4.6 Time impact analysis in CPM format

3.13.5 District's Response. Upon receipt of a Claim pursuant to this Section, District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the District issues its written statement.

3.13.5.1 If District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.13.5.2 Within 30 days of receipt of a Claim, District may request in writing additional documentation supporting the Claim or relating to defenses or claims District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. District's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.13.6 Meet and Confer. If the Contractor disputes District's written response, or District fails to respond within the time prescribed, the Contractor may so notify District, in writing, within 15 Days of receipt of District's response or the District's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.13.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with District and the Contractor sharing the associated costs equally.

District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.13.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.13.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.13.7.3 Unless otherwise agreed to by District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.13.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.13.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.13.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

3.13.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.13.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.13.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

### 3.13.10 Government Code Claim Procedures.

3.13.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.13.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District.

3.13.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the District.

**3.13.10.4 A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

3.13.11 Non-Waiver. District's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

**3.14 Loss and Damage.** Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

### **3.15 Indemnification.**

3.15.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and volunteers free

and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the District.

3.15.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

### **3.16 Insurance.**

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

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

3.16.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business

Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the District). Policies shall not contain exclusions contrary to this Contract.

3.16.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk*: Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

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

3.16.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.16.3.1 General Liability. (1) Such policy shall give the District, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.16.3.2 Automobile Liability. (1) Such policy shall give the District, its officials, employees, agents and volunteers additional insured status with respect to the

ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.16.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.16.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and volunteers.

3.16.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the District be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the District.

3.16.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its officials, employees, agents and volunteers.

3.16.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the District, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.16.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.16.9 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.16.11 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### **3.17 Bond Requirements.**

3.17.1 Payment Bond. If required by law or otherwise specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.17.2 Performance Bond. If specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.17.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.17.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

### **3.18 Warranty.**

3.18.1 In addition to the provisions of section 3.18.2 below, Contractor shall maintain and adhere to any and all Product warranties attached hereto as Exhibit "I" and incorporated herein by reference ("Product Warranties"). Contractor shall, within ten (10) days after being notified in writing by the District of any defect covered under the Product Warranties, commence and prosecute with due diligence all work necessary to fulfill the terms of the Product Warranties at Contractor's sole expense. Contractor shall at sooner as requested by the District in response to an emergency. For any conflict between the Warranties herein and the terms of the Product Warranties in Exhibit "I", the more stringent will control.

3.18.2 Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

### **3.19 Employee/Labor Certifications.**

3.19.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.19.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.19.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

**3.20 Termination.** This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

### **3.21 General Provisions.**

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

3.21.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory

coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.21.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.21.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to Contractor, without further acknowledgment by the Parties.

3.21.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

METRON FARNIER, LLC  
5665 AIRPORT BLVD.  
BOULDER, CO 80301  
ATTN: **\*\*\*INSERT CONTRACTOR REP. NAME AND TITLE\*\*\***

**DISTRICT:**

BORREGO WATER DISTRICT  
806 PALM CANYON DRIVE  
BORREGO SPRINGS, CA 92004  
ATTN: GEOFF POOLE

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.21.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.21.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by

Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.21.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

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

3.21.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.21.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.21.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.21.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Work.

3.21.15 Certification of License.

3.21.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.21.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.21.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.21.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.21.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.21.19 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN BORREGO WATER DISTRICT  
AND METRON FARNIER, LLC**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first written above.

**BORREGO WATER DISTRICT**

**METRON FARNIER, LLC**

Approved:

By: \_\_\_\_\_  
GEOFF POOLE  
General Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTESTED:

By: \_\_\_\_\_  
Board Clerk

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

\_\_\_\_\_  
Contractor's License Number and  
Classification

\_\_\_\_\_  
DIR Registration Number

**EXHIBIT "A"**  
**GRANT AGREEMENT**

## EXHIBIT "B"

### SERVICES / SCHEDULE

#### A. Installation Services Scope.

- i. **Preliminary Documentation.** District will provide comprehensive information on the targeted replacement sites and any special project management requests at the time of notice-to-proceed sent by District. The site information list should include detailed meter information, meter sizes, sample pictures, line service information, service customer information, addresses, meter location and any known site problems. Project management requests include specific documentation, documentation formats, service customer interaction directions, site conduct, etc. Non-disclosed information or late project management requests may cause delays in the completion schedule. Such delays will be the responsibility of District.
- ii. **Installation.** Contractor promises and agrees to furnish to District all labor, and equipment to perform the water meter replacement services. The Contractor Field Services Department will perform the work. District shall provide Contractor with such resources, information, cooperation, and assistance as Contractor may reasonably request in connection with the performance of the Services.
- iii. **Standard vs. Non-Standard Installation.** The installation fee schedules below are for standard meter replacements, where an AWWA compliant water meter is currently installed. Standard installations are services where the meter is accessible without dirt removal or excavation, and the shutoff valves are operating correctly. Contractor will perform the meter exchanges on the Standard Installations and provide a list of the Non-Standard Installations for the District to address. Should the District need Contractor crews to address Non-standard installations, the additional manhours beyond the standard meter installation will be billed at \$125 per hour. District will authorize any non-standard work via change order before it is performed.
- iv. **Locating Services.** If any meter site is unable to be located, District will assist Contractor crew to locate. If Contractor is unable to locate a significant percentage of the candidate services (more than 5%), District will provide personnel to accompany Contractor crews as needed.
- v. **Delivery.** Contractor shall return to District all old water meters at a location determined by the District.
- vi. **Safety.** Contractor will take all necessary precautions for the safety of workers and will comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site. Contractor's employees and subcontractors will have visible signs on all vehicles and employees will have identification badges. Appropriate tools will always be used to perform the work.
- vii. **Workmanship.** Contractor employees will be dressed professionally and be courteous at all times. Work areas will be cleaned up and left in the same condition as when the work started.

- viii. **Documentation.** Contractor will maintain an online master worksheet for the installations. The information provided will include all the information listed below:
1. Master list
  2. Installation schedule (if required)
  3. Meter installation list
  4. Date of replacement/installation
  5. Technician name
  6. Old (replaced) meter serial number
  7. Final read of old (replaced) meter register
  8. Pictures of old/new meters (if requested)
  9. New meter serial number
  10. Installation notes
  11. Percent complete sheet
  12. Monthly billing sheet
- ix. **Waterscope Updates and Billing System Integration.** Contractor will assist District in regular Waterscope updates. If part of the scope of services, Contractor will also arrange the development and implementation of the billing system interface for the District's system.
- x. **Installation Time Table.** The work to be performed under this Contract shall commence on the date of a formal notice-to-proceed from District (email, sent or signed by appropriate authority). The work shall be substantially completed within 360 business days after the date of such notice. Substantial completion is defined as the full installation of all Standard Installations that can be accessed and completed.

**PRICING**

Meter locations: Indoor \_\_\_\_\_ Outdoor \_\_\_x\_\_\_ Mixed \_\_\_\_\_

Antenna Location: Under Lid

Meter type/model to be replaced/retrofitted: Master Meter/Others

Product	Qty	Price	Extended
Mobilization Fee	1		\$3,500.00
Residential meters	1456	\$125	\$182,000.00
1" meters	473	\$195	\$92,235.00
1.5" meters	73	\$375	\$27,375.00
2" meters	29	\$375	\$10,875.00
3" meters	4	\$725	\$2900.00
4" meters	6	\$915	\$5490.00
6" meters	7	\$1300	\$9100.00
8" meters	0	\$1900	\$0.00
Register Replacement	0	N/A	\$0.00
Other	0	N/a	\$0.00

Total 2048 \$333,475.00

Non-Standard Work Labor \$125/hr  
Non-Standard Work Materials To be quoted per circumstance  
Non-Standard Work Travel/Housing To be quoted per circumstance

**CONTACTS**

Client Contact Name: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Primary Contact Number: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_

METER PRICING

Est. Quantity		Product Description	Unit	Total
3	5/8"	Spectrum-25DBVN	\$395.00	\$1,185.00
1453	5/8"x3/4"	Spectrum-30DBVN	\$395.00	\$573,935.00
473		Spectrum-50DLVN 1"	\$575.00	\$271,975.00
73	1.5"	Spectrum-88DLVN	\$845.00	\$61,685.00
29		Spectrum-130DVN 2"	\$995.00	\$28,855.00
4		Spectrum-175DVN 3"	\$1,595.00	\$6,380.00
6		Spectrum-500DVN 4"	\$2,895.00	\$17,370.00
7	6"	Spectrum-1000DVN	\$3,995.00	\$27,965.00
			Tax	\$76,674.63
				\$1,066,024.63
TBD	Lids	Residential Meter Box	\$60.00	TBD

**EXHIBIT "C"**

**PLANS AND SPECIFICATIONS**

**[INSERT ALL PLANS AND SPECS]**

## **EXHIBIT "D"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

Concurrently with this Contract, the Contractor shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the District and included as Exhibit "G" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

#### **ARTICLE 2. WATER SHUTOFF & VALVE ISOLATION**

[INSERT VALVE ISOLATION/PRE INSTALLATION WATER SHUTOFF PROCEDURE HERE]

**EXHIBIT "E"**

**CERTIFICATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**METRON FARNIER, LLC**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "F"**

**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.

Contractor 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.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

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

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor 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 Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>1</sup> 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."

**EXHIBIT "G"**  
**PAYMENT AND PERFORMANCE BONDS**

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Borrego Water District (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**Notary Acknowledgment**

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

\_\_\_\_\_

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)       Limited
- General

\_\_\_\_\_  
Number of Pages

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

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Borrego Water District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum 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 if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal) \_\_\_\_\_

Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**Notary Acknowledgment**

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

\_\_\_\_\_

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_  
Number of Pages

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

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

**EXHIBIT H**  
**PROPOSITION 68 FUNDING PROVISIONS**

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
FEBRUARY 27, 2024  
AGENDA ITEM II.C

February 21, 2024

TO: Board of Directors  
FROM: Geoffrey Poole, General Manager  
SUBJECT: Wastewater Treatment Plant Metering Repairs/Enhancements – R Martinez

**RECOMMENDED ACTION:**

Authorize the purchase of necessary equipment

**ITEM EXPLANATION:**

Roy has been working hard to get accurate meter flows into the WWTP. New meters have been installed at Rams Hill and experts in the two different meter styles we use have been on site to evaluate the situation. The results are:

1. The WWTP Influent meter, monitoring total inflows into the Plant, cannot be calibrated. The touch screen is malfunctioning and a new one is required. Once the new screen is installed, the calibration process can be completed. All meters are important, and this one is at the top of the list. Due to the importance of this equipment to Plant operations, Staff recommends a sole source contract for equipment and installation at a cost of \$12,778.44
2. Rams Hill and BS Resort/CC need to have a channel installed to consolidate the flow and allow for accurate metering. The 18" pipe is oversized for the flows and such a small portion of the pipe is underwater, metering is not accurate. To rectify the situation, a small channel will be installed in the pipe at the meter location to consolidate the flows and allow for the sensor to work accurately. Due to the importance of this equipment to Plant operations, Staff recommends a sole source contract for equipment and installation at a cost of \$12,778.44

Roy will be on hand at the meeting to explain and answer any questions.

**NEXT STEPS**

1. Install Touchscreen and Channel

**FISCAL IMPACT**

1. \$25,556.88 from WWTP Operations Budget

**ATTACHMENTS**

1. Quotations

**Gold  
Coast  
Environmental**



**Quote**

2/12/2024

Quote : 4198

1868 Palma Drive, Suite I  
Ventura, CA 93003  
(805) 498-3811

BILL TO:	SHIP TO:		
Borrego Water District WWTP 806 Palm Canyon Dr Borrego Springs, CA 92004			

PROJECT	DUE DATE	TERMS
	2/12/2024	

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	Pulsar	FlowCERT 1 5 2 1 1 1 5 2 1 2 X 4 - X 0 P Features: 1 wall mount transceiver 115VAC 22 - 28VAC 5 relay outputs RS485 for remote communications (warranty 2 years from dispatch) Modbus RS-485 + Datalogging SD Card Data Logger 4 - 20mA input (Passive or Active) 2x isolated 4 - 20mA outputs UL Approved	3,367.00	3,367.00T
1	Pulsar	dBMACh3 d B M 3 0 3 0 4 0 0 0 0 0 - N P      98.4 Foot Cable	1,248.00	1,248.00T
1	Pulsar	MicroFlow d R F S 0 3 0 0 0 0 0 0 0 S N P      98.4 Foot Cable	2,905.50	2,905.50T
1	Pulsar	Mounting Bracket d B A 0 0 0 8 M F C S	182.00	182.00T
2	Service labor	(1st) Meter - Service Installation Labor: Confined space entry into manhole, Installation of new radar velocity sensor and ultrasonic level sensor on new SS bracket. Installation of new Flow Cert Transmitter inside of existing instrument cabinet. Wiring, 4-20mA output, programming and calibration of new monitoring system.  2 guys 1 day	1,560.00	3,120.00

<b>Thank you for your business.</b>	<b>Subtotal</b>
<p>Quotes valid for thirty (30) days from above date. Order will be placed upon receipt of PO or prepayment. 50% deposit may be required prior to order. **Credit Card transactions include a 3.25 % charge for all credit card transactions which is collected by the credit card processing company and will be added to the amount due. * Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery.</p> <p>Signature: _____</p>	<b>Sales Tax (7.75%)</b>
	<b>TOTAL      CONT.</b>

**Gold  
Coast**



**Environmental**

1868 Palma Drive, Suite I  
Ventura, CA 93003  
(805) 498-3811

**Quote**

2/12/2024

Quote : 4198

<b>BILL TO:</b>	<b>SHIP TO:</b>
Borrego Water District WWTP 806 Palm Canyon Dr Borrego Springs, CA 92004	

<b>PROJECT</b>	<b>DUE DATE</b>	<b>TERMS</b>
	2/12/2024	

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
2	Travel - Lodg...	Travel - Lodging  * Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery	300.00	600.00T
7.5	Service travel	Service travel	95.00	712.50

<b>Thank you for your business.</b>		<b>Subtotal</b>	\$12,135.00
<p>Quotes valid for thirty (30) days from above date. Order will be placed upon receipt of PO or prepayment. 50% deposit may be required prior to order. **Credit Card transactions include a 3.25 % charge for all credit card transactions which is collected by the credit card processing company and will be added to the amount due. * Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery.</p> <p>Signature: _____</p>		<b>Sales Tax (7.75%)</b>	\$643.44
		<b>TOTAL</b>	<b>\$12,778.44</b>

**Gold  
Coast**



**Environmental**

1868 Palma Drive, Suite I  
Ventura, CA 93003  
(805) 498-3811

**Quote**

2/12/2024

Quote : 4199

<b>BILL TO:</b>	<b>SHIP TO:</b>
Borrego Water District WWTP 806 Palm Canyon Dr Borrego Springs, CA 92004	

<b>PROJECT</b>	<b>DUE DATE</b>	<b>TERMS</b>
	2/12/2024	

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	Pulsar	FlowCERT 1 5 2 1 1 1 5 2 1 2 X 4 - X 0 P Features: 1 wall mount transceiver 115VAC 22 - 28VAC 5 relay outputs RS485 for remote communications (warranty 2 years from dispatch) Modbus RS-485 + Datalogging SD Card Data Logger 4 - 20mA input (Passive or Active) 2x isolated 4 - 20mA outputs UL Approved	3,367.00	3,367.00T
1	Pulsar	dBMACh3 d B M 3 0 3 0 4 0 0 0 0 0 - N P      98.4 Foot Cable	1,248.00	1,248.00T
1	Pulsar	MicroFlow d R F S 0 3 0 0 0 0 0 0 0 S N P      98.4 Foot Cable	2,905.50	2,905.50T
1	Pulsar	Mounting Bracket d B A 0 0 0 8 M F C S	182.00	182.00T
2	Service labor	(2nd) Meter - Service Installation Labor: Confined space entry into manhole, Installation of new radar velocity sensor and ultrasonic level sensor on new SS bracket. Installation of new Flow Cert Transmitter inside of existing instrument cabinet. Wiring, 4-20mA output, programming and calibration of new monitoring system.  2 guys 1 day	1,560.00	3,120.00

<p align="center"><b>Thank you for your business.</b></p> <p>Quotes valid for thirty (30) days from above date. Order will be placed upon receipt of PO or prepayment. 50% deposit may be required prior to order. **Credit Card transactions include a 3.25 % charge for all credit card transactions which is collected by the credit card processing company and will be added to the amount due. * Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery.</p> <p>Signature: _____</p>	<b>Subtotal</b>
	<b>Sales Tax (7.75%)</b>
	<b>TOTAL    CONT.</b>

**Gold Coast Environmental**



**Quote**

2/12/2024

Quote : 4199

1868 Palma Drive, Suite I  
 Ventura, CA 93003  
 (805) 498-3811

BILL TO:	SHIP TO:		
Borrego Water District WWTP 806 Palm Canyon Dr Borrego Springs, CA 92004			

PROJECT	DUE DATE	TERMS
	2/12/2024	

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
2	Travel - Lodg...	Travel - Lodging  * Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery	300.00	600.00T
7.5	Service travel	Service travel	95.00	712.50

<b>Thank you for your business.</b>	<b>Subtotal</b>	\$12,135.00
Quotes valid for thirty (30) days from above date. Order will be placed upon receipt of PO or prepayment. 50% deposit may be required prior to order. **Credit Card transactions include a 3.25 % charge for all credit card transactions which is collected by the credit card processing company and will be added to the amount due. * Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery.  Signature: _____	<b>Sales Tax (7.75%)</b>	\$643.44
	<b>TOTAL</b>	<b>\$12,778.44</b>

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
FEBRUARY 27, 2024  
AGENDA ITEM II.D

February 21, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll  
1. Update on Board Activities  
2. Update on Technical Advisory Committee Activities  
3. Borrego Basin AEM Helicopter Survey Update

**RECOMMENDED ACTION:**

Receive verbal report from Watermaster delegates and Consultants on upcoming issues.

**ITEM EXPLANATION:**

BWD Representatives on the Watermaster Board and Consultants will update the Board and answer any questions.

**NEXT STEPS**

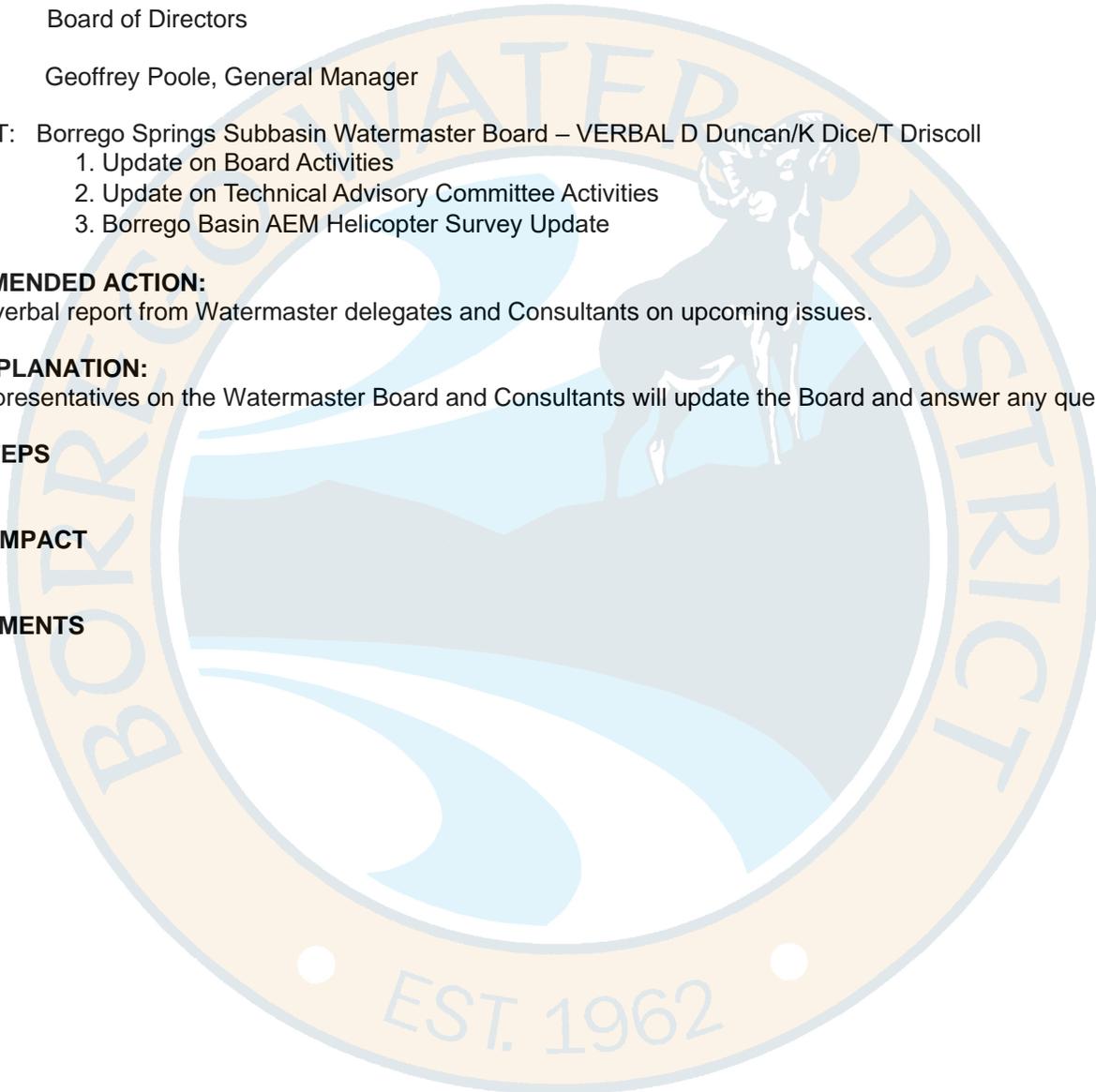
1. TBD

**FISCAL IMPACT**

1. TBD

**ATTACHMENTS**

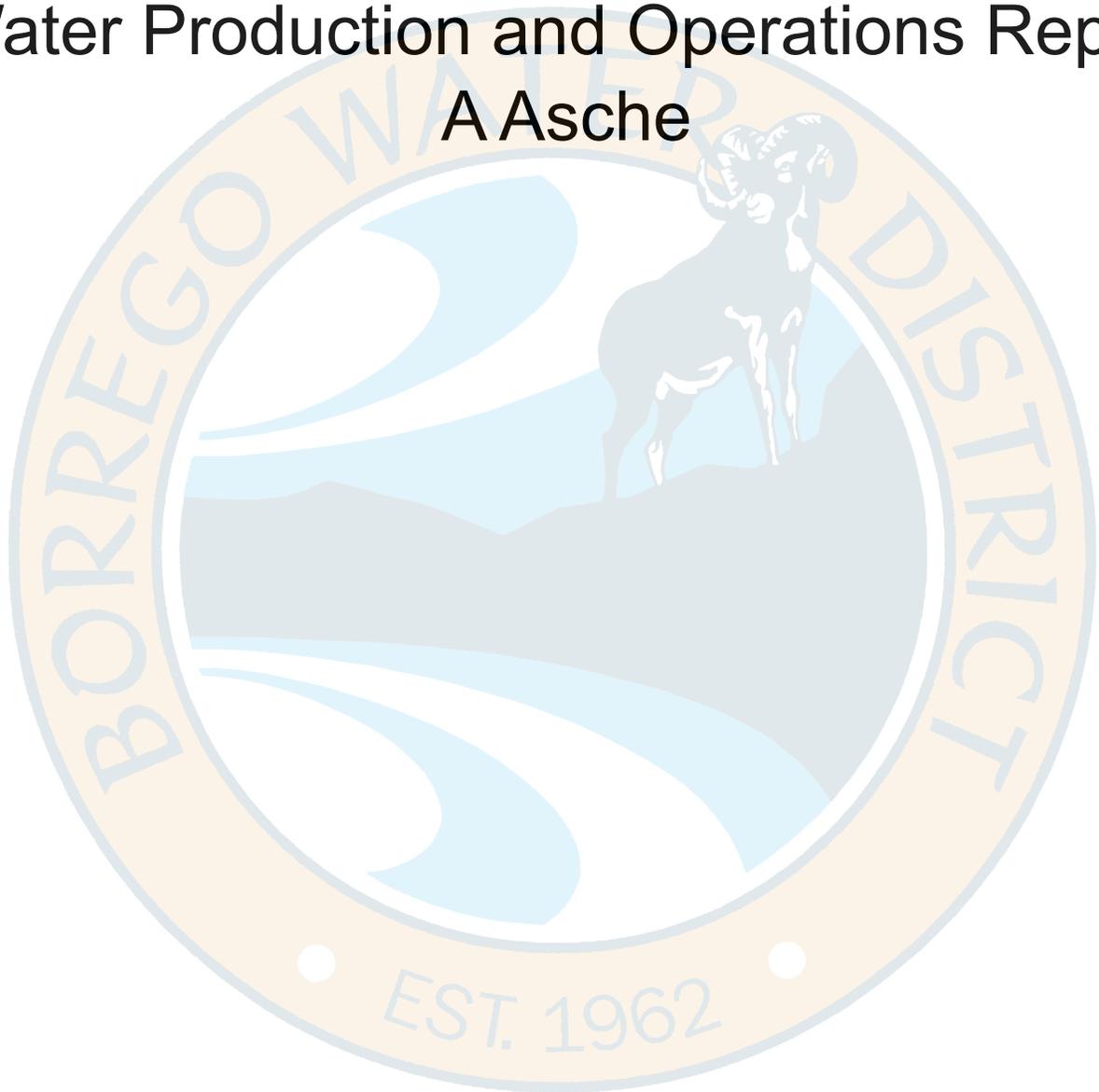
1. None



IV. A.

January 2024

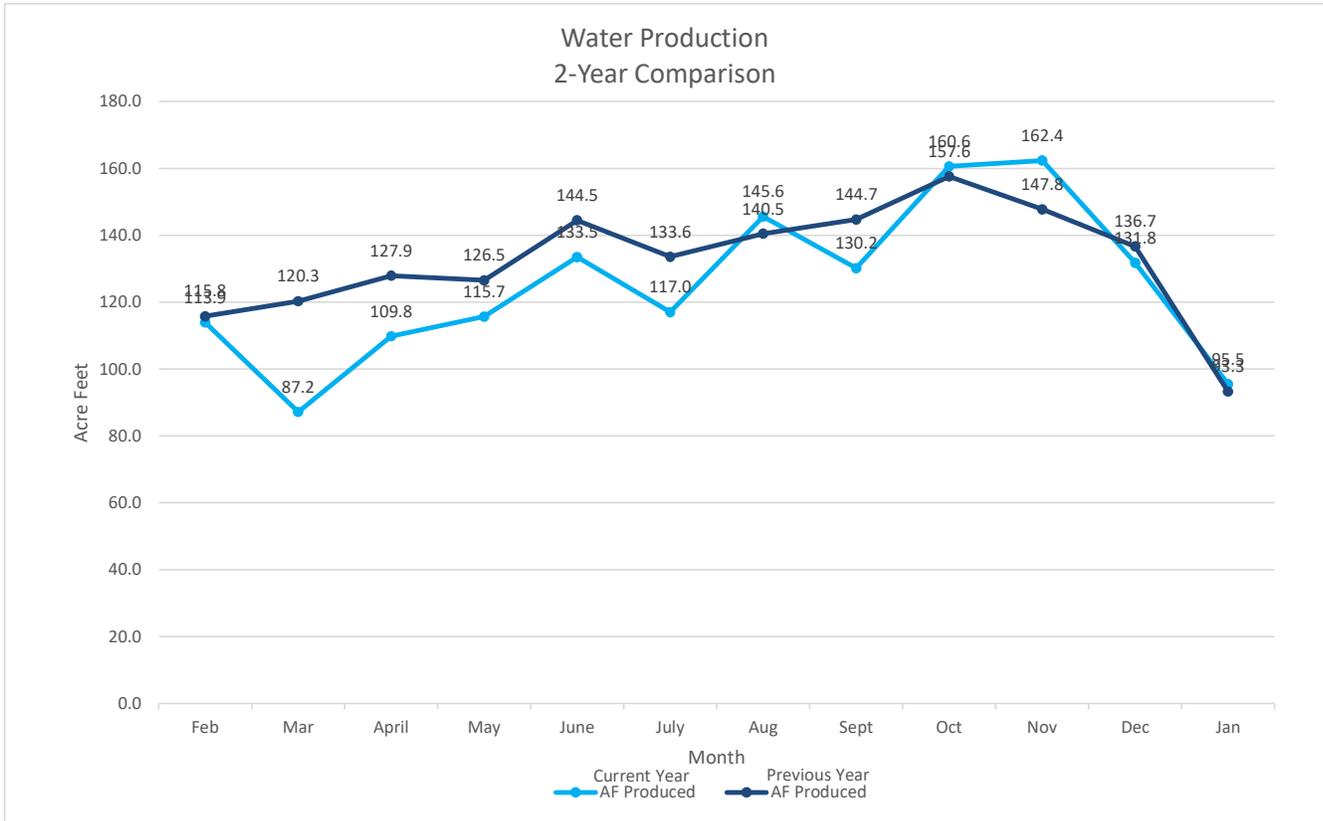
Water Production and Operations Report:  
A Asche





# BORREGO WATER DISTRICT

## WATER PRODUCTION SUMMARY Jan 24



### Past 12 months Production vs. Sales

	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
AF Used	121.6	95.1	115.7	128.4	128.4	128.4	128.4	119.1	180.8	154.2	121.9	89.3
AF Produced	113.9	87.2	109.8	115.7	133.5	117.0	145.6	130.2	160.6	162.4	131.8	95.5
% Non Rev.	-6.8%	-9.1%	-5.4%	-11.0%	3.8%	-9.7%	11.8%	8.5%	-12.6%	5.0%	7.5%	6.5%

### Previous 12 Months Production vs. Sales

	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23
AF Used	136.1	125.3	123.8	108.8	124.8	116.5	126.5	132.1	147.6	139.3	117.9	101.1
AF Produced	115.8	120.3	127.9	126.5	144.5	133.6	140.5	144.7	157.6	147.8	136.7	93.3
% Non Rev.	-17.5%	-4.2%	3.2%	14.0%	13.6%	12.8%	10.0%	8.7%	6.3%	5.7%	13.8%	-8.4%

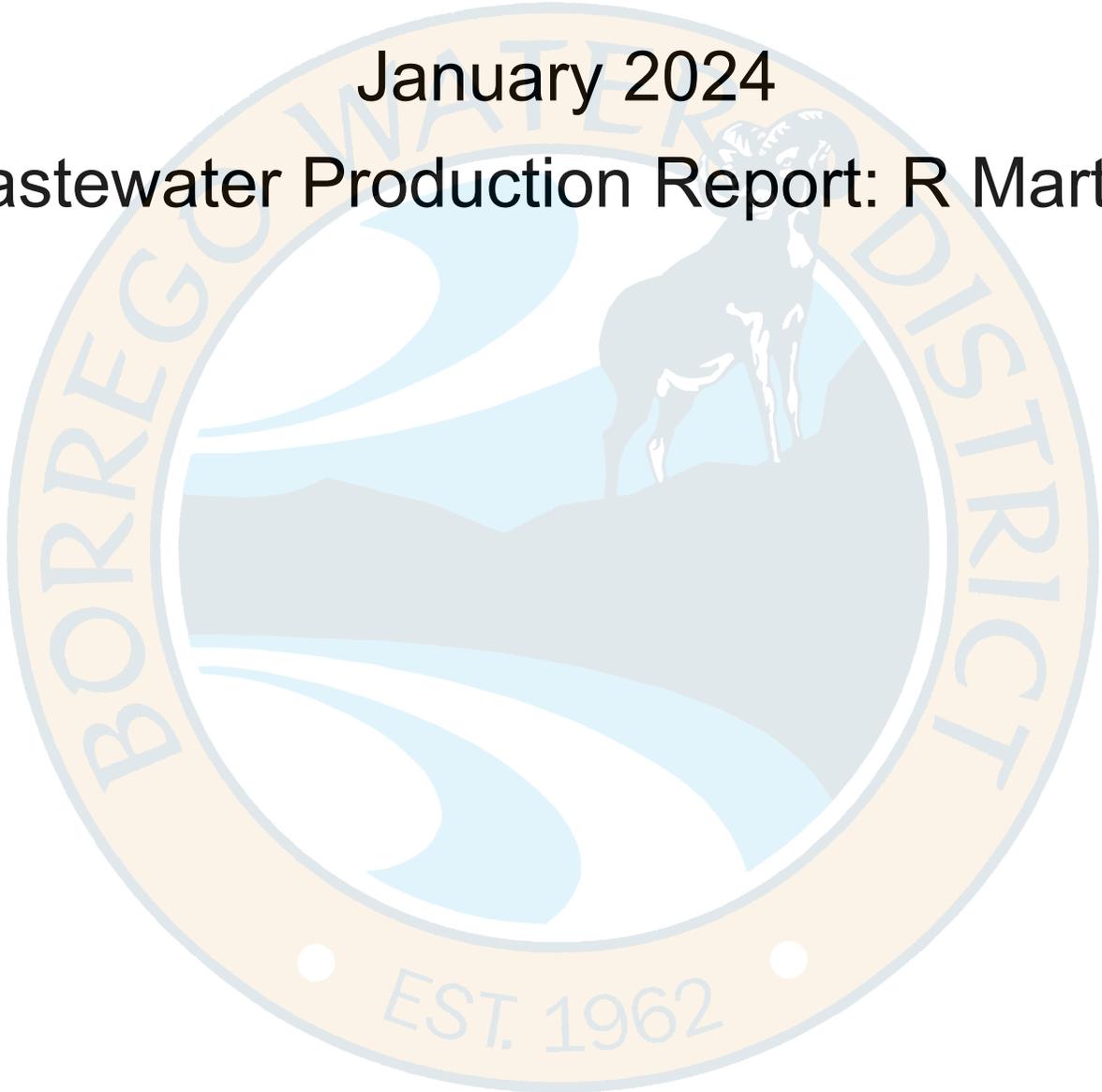
### Non Revenue Water Summary

Jan-24	6.5%
Avg. Past 12 Mos.	-0.9%
Avg. Past 24 Mos.	2.0%

**IV.B.**

**January 2024**

**Wastewater Production Report: R Martinez**





# **BORREGO WATER DISTRICT**

**JANUARY 2024**

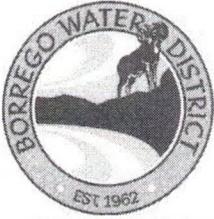
## **WASTEWATER OPERATIONS REPORT**

There's no know problems with wastewater system at the moment:

**Rams Hill Wastewater Treatment Facility serving ID-1, ID-2 and ID-5 Total Cap. 0.25 MGD (million gallons per day):**

**Average flow:** 10900 (gallons per day)

**Peak flow:** 200000 gpd Wednesday, January 3- 2024



## BORREGO WATER DISTRICT

RAMS HILL WASTEWATER TREATMENT FACILITY

4861 Borrego Springs Rd, BORREGO SPRINGS, CA 92004  
(760) 767-5806 FAX (760) 767-5994

02/06/2024

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD – REGION 7  
73-720 FRED WARING DR. SUITE 100  
PALM DESERT, CA. 92260

Attn: Adriana Godinez/WRCE

RE: JANUARY 2024 Borrego Springs WWTP

Dear Adriana,

Please find attached the JANUARY 2024 monthly monitoring reports and Lab results for Borrego springs district WWTP.

We are pleased to inform you that there's no known violations for this month.

If you have any questions please contact ROGELIO MARTINEZ/WT-III. (760)419-2764.

Respectfully,

Rogelio Martinez/ water plant operator III

CC: Geoff Poole/GM

# **MONTHLY REPORT: R.H.W.T.F**

**MONTH: JANUARY**

**YEAR: 2024**

BORREGO WATER DISTRICT,  
RAMS HILL WASTEWATER TREATMENT FACILITY,  
4861 BORREGO SPRINGS ROAD,  
BORREGO SPRINGS, CA 92004  
760-767-5806; phone  
760-767-5994; fax

COMMENTS: THERE ARE NO SPILLS TO REPORT FOR JANUARY 2024; THE FLOW REPORT IS ATTACHED.

Submitted by: ROGELIO MARTINEZ/BWD TO: GEOFF POOLE/BWD;

02/06/2024

JAN 2024	INFLUENT DAILY FLOW GAL.	TOTAL FLOW GAL.
1	132000 GAL	5866000 GAL
2	122000 GAL	5988000 GAL
3	200000 GAL	6188000 GAL
4	174000 GAL	6363000 GAL
5	109000 GAL	6472000 GAL
6	116000 GAL	6588000 GAL
7	196000 GAL	6784000 GAL
8	107000 GAL	6892000 GAL
9	94000 GAL	6986000 GAL
10	115000 GAL	7101000 GAL
11	89000 GAL	7190000 GAL
12	90000 GAL	7280000 GAL
13	116000 GAL	7396000 GAL
14	184000 GAL	7581000 GAL
15	128000 GAL	7709000 GAL
16	141000 GAL	7850000 GAL
17	151000 GAL	8001000 GAL
18	162000 GAL	8163000 GAL
19	111000 GAL	8274000 GAL
20	80000 GAL	8354000 GAL
21	91000 GAL	8445000 GAL
22	100000 GAL	8545000 GAL
23	73000 GAL	8619000 GAL
24	62000 GAL	8681000 GAL
25	68000 GAL	8749000 GAL
26	62000 GAL	8811000 GAL
27	69000 GAL	8880000 GAL
28	76000 GAL	8957000 GAL
29	64000 GAL	9021000 GAL
30	62000 GAL	9083000 GAL
31	61000 GAL	9144000 GAL

**P.H. / D.O. LOG ; R.H.W.T.F., BORREGO WATER DISTRICT**

**YEAR,2024**

JANUARY

<b><u>DATE</u></b>	<b><u>LOCATION</u></b>	<b><u>P.H.</u></b>	<b><u>D.O</u></b>	<b><u>Alkalinity</u></b>	<b><u>Freeboard</u></b>
1/2/2024	EFFLUENT	7.22	6.01mg/l	200ppm	
1/2/2024	POND	7.28	8.98mg/l	190ppm	3.5ft
1/16/2024	EFFLUENT	7.02	5.10mg/l	190ppm	
1/16/2024	POND	7.12	9.54mg/l	180ppm	3.5ft

Berm Condition: Good and no Odors around the pond

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BAIS REGION**

WDID NO.: 7A 37 0125 001  
ORDER NO.: R7-2007-0053

**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF  
MONTH: JANUARY  
YEAR: 2024**

REPORTING FREQUENCIES: **MONTHLY (Oct-March)**

JANUARY

TYPE OF SAMPLE:	INFLUENT			PONDS		
	Flow	BOD	TSS	PH	DO	Freeboard
CONSTITUENTS:	Flow	BOD	TSS	PH	DO	Freeboard
FREQUENCY:	Daily	Monthly	Monthly	Twice Monthly	Twice Monthly	Twice Monthly
DESCRIPTION:	Measurement	Grab	Grab	Grab	Grab	Measurement
UNITS:	gpd	mg/L	mg/L	s.u	mg/l	ft
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE	JANUARY					
1	132000					
2	122000	49	35	7.28	8.98	3.5
3	200000					
4	174000					
5	109000					
6	116000					
7	196000					
8	107000					
9	94000					
10	115000					
11	89000					
12	90000					
13	116000					
14	184000					
15	128000					
16	141000			7.12	9.54	3.5
17	151000					
18	162000					
19	111000					
20	80000					
21	91000					
22	100000					
23	73000					
24	62000					
25	68000					
26	62000					
27	69000					
28	76000					
29	64000					
30	62000					
31	61000					
<b>30-DAY MEAN</b>	<b>109839</b>	<b>49</b>	<b>35</b>	<b>7.20</b>	<b>9.26</b>	<b>3.5</b>
<b>MAXIMUM</b>	<b>200000</b>	<b>49</b>	<b>35</b>	<b>7.28</b>	<b>9.54</b>	<b>3.5</b>
<b>MINIMUM</b>	<b>61000</b>	<b>49</b>	<b>35</b>	<b>7.12</b>	<b>8.98</b>	<b>3.5</b>

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:   
Date: 02-06-2024

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BAIS REGION**

WDID NO.: 7A 37 0125 001  
ORDER NO.: R7-2007-0053

**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF  
MONTH: JANUARY  
YEAR: 2024**

REPORTING FREQUENCY: **MONTHLY (Oct - March)**

JANUARY

TYPE OF SAMPLE:	EFFLUENT					
	BOD	TSS	SS	T. Nitrogen	TDS	pH
CONSTITUENTS:	BOD	TSS	SS	T. Nitrogen	TDS	pH
FREQUENCY:	Twice Monthly					
DESCRIPTION:	Grab	Grab	Grab	Grab	Grab	Grab
UNITS:	mg/L	mg/L	ml/L		ml/L	
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:	30mg/l	30mg/l	0.3ml/l		700mg/l	9.0
MINIMUM:						
DATE OF SAMPLE						
1						
2	0.0	7.0	0.0	12.0	490	7.22
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16	20.0	5.0	0.0	8.6	510	7.02
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
<b>30-DAY MEAN</b>	<b>10.0</b>	<b>6.0</b>	<b>0.0</b>	<b>10.3</b>	<b>500</b>	<b>7.12</b>
<b>MAXIMUM</b>	<b>10.0</b>	<b>7.0</b>	<b>0.0</b>	<b>12.0</b>	<b>510</b>	<b>7.22</b>
<b>MINIMUM</b>	<b>13.3</b>	<b>5.0</b>	<b>0.0</b>	<b>8.6</b>	<b>490</b>	<b>7.02</b>

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: Rogelio Mota  
Date: 02-06-2024

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

WDID NO.: 7A 37 0125 001  
ORDEF NO: R 7-2019-0015

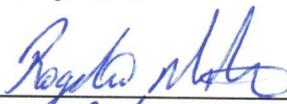
**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF**

Month JANUARY  
YEAR 2024

REPORTING FREQUENCY: **Monthly**

TYPE OF SAMPLE:	Domestic Water Supply Well #11			Domestic Water Supply Well #12		
	CONSTITUENTS:	TDS	PH	TDS	pH	
FREQUENCY:	Monthly	Monthly		Monthly	Monthly	
DESCRIPTION:	Grab	Grab		Grab	Grab	
UNITS:	mg/l	mg/L				
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16	330	7.9		300	8.1	
17						
18						
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<b>30-DAY MEAN</b>	<b>330</b>	<b>7.9</b>		<b>300</b>	<b>8.1</b>	
<b>MAXIMUM</b>	<b>330</b>	<b>7.9</b>		<b>300</b>	<b>8.1</b>	
<b>MINIMUM</b>	<b>330</b>	<b>7.9</b>		<b>300</b>	<b>8.1</b>	

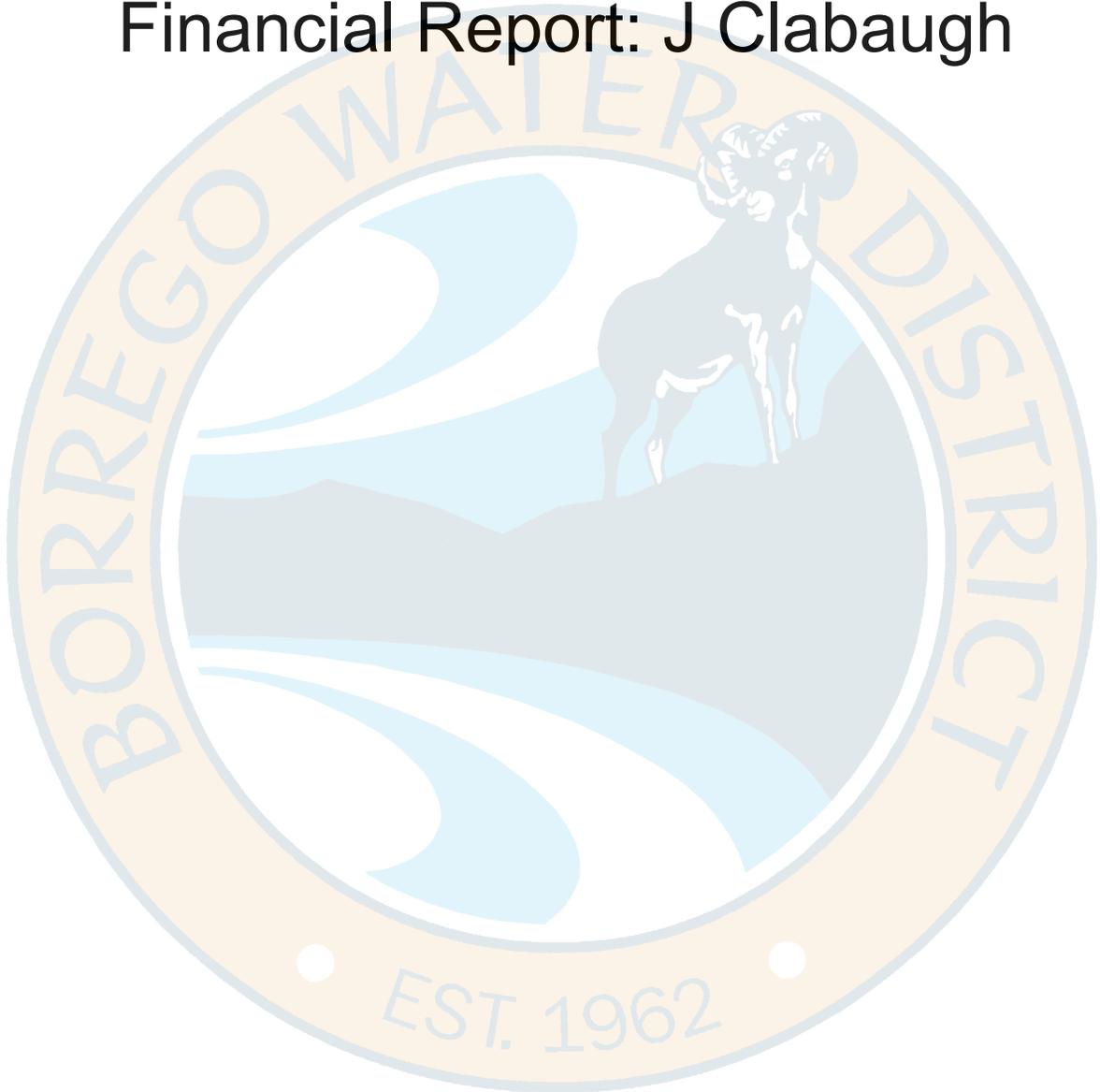
I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:   
Date: 2-6-2024

IV.C.

January 2024

Financial Report: J Clabaugh





## TREASURER'S REPORT January 2024

	Bank Balance	Carrying Value	Fair Value	<u>% of Portfolio</u> Current Actual	Rate of Interest	Maturity	Valuation Source
<b>Cash and Cash Equivalents:</b>							
<b>Demand Accounts at CVB/LAIF</b>							
General Account/Petty Cash	\$ 2,132,116	\$ 2,423,184	\$ 2,423,184	63.69%	1.08%	N/A	CVB/WF
Payroll Account	\$ 44,428	\$ 41,304	\$ 41,304	1.09%	1.08%	N/A	WF
Grant Fund Account	\$ 180,340	\$ 180,340	\$ 180,340	4.74%	0.00%	N/A	WF
2021 Bond Funds	\$ 49	\$ 49	\$ 49	0.00%	1.08%	N/A	WF
LAIF	\$ 1,159,913	\$ 1,159,913	\$ 1,159,913	30.49%	4.01%	N/A	LAIF
<b>Total Cash and Cash Equivalents</b>	<b><u>\$ 3,516,846</u></b>	<b><u>\$ 3,804,791</u></b>	<b><u>\$ 3,804,791</u></b>	<b><u>100.00%</u></b>			

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on June 09, 2020

Cash, investments and future cash flows are sufficient to meet the needs of the District for the next six months.

Sources of valuations are CVB Bank, LAIF and US Trust Bank.

Jessica Clabaugh, Finance Officer



**Borrego Water District  
Operating Budget Analysis  
01/01/2024 to 01/31/2024**

	<i>Budgeted FY2024</i>	<i>Actual Jan FY2024</i>	<i>Projected Jan FY2024</i>	<i>Year to Date FY2024</i>	<i>% of Annual Budget TD</i>
<b>INCOME</b>					
<b>RATE REVENUE</b>					
<b>Water Rates Revenues</b>					
Commodity Rates					
Residential	1,592,136	84,591	95,091	886,794	56%
Commercial	777,162	44,237	46,417	375,593	48%
Irrigation	355,047	20,002	21,205	237,001	67%
Total Commodity	2,724,345	148,830	162,720	1,499,388	55%
Non-Commodity Charges					
Base Meter Charges	1,468,598	120,750	111,005	842,903	57%
Meter Install/Repair	35,000	25	2,917	13,719	39%
New Water Supply Connection Fee	24,880	-	2,073	-	0%
Backflow Testing/Install	5,700	-	-	500	9%
Bulk Water Sales	6,500	870	542	12,863	198%
Total Non-Commodity	1,540,678	121,645	116,537	869,985	56%
-					
<b>Total Water Rate Revenues</b>	<b>4,265,023</b>	<b>270,475</b>	<b>279,257</b>	<b>2,369,373</b>	<b>56%</b>
<b>Sewer Rates</b>					
TCS Holder Fees (SA2)	163,973	13,947	13,664	97,642	60%
TCS User Fees (SA2)	130,436	11,649	10,870	81,575	63%
RH Sewer User Fees (ID1)	164,786	13,740	13,732	95,953	58%
Sewer Standby/Capacity Fees	-	-	-	-	
Sewer User Fees (ID5)	186,528	15,493	15,544	108,460	58%
<b>Total Sewer Rates</b>	<b>645,723</b>	<b>54,829</b>	<b>53,810</b>	<b>383,630</b>	<b>59%</b>
<b>Availability Charges Collected thru Tax Roll</b>					
ID1 - Water/Sewer/Flood Standby	105,000	46,151	2,403	55,001	52%
ID3/ID4 - Water Standby	117,000	30,975	2,678	74,342	64%
Pest Control Standby	17,150	4,501	393	10,259	60%
<b>Total Availability (Tax Roll)</b>	<b>239,150</b>	<b>81,627</b>	<b>5,474</b>	<b>139,602</b>	<b>58%</b>
<b>TOTAL RATE REVENUE</b>	<b>5,149,896</b>	<b>406,931</b>	<b>338,542</b>	<b>2,892,605</b>	<b>56%</b>
<b>OTHER INCOME</b>					
Penalties & Fees	50,000	9,850	5,000	41,231	82%
BSUSD Well Agreement	35,000	-	-	-	0%
1% Property Assessments	70,000	11,625	1,602	44,756	64%
Interest Income	35,000	19,318	2,917	41,272	118%
Other Income		1,271	0	1,662	
WM Meter Reading Income	3,333	-	550	1,689	51%
<b>TOTAL OTHER INCOME</b>	<b>193,333</b>	<b>42,064</b>	<b>10,069</b>	<b>130,609</b>	<b>68%</b>
<b>GROSS INCOME</b>	<b>5,343,229</b>	<b>448,995</b>	<b>348,611</b>	<b>3,023,214</b>	<b>57%</b>

BPA sale to BSUSD



**Borrego Water District  
Operating Budget Analysis  
01/01/2024 to 01/31/2024**

	<i>Budgeted FY2024</i>	<i>Actual Jan FY2024</i>	<i>Projected Jan FY2024</i>	<i>Year to Date FY2024</i>	<i>% of Annual Budget TD</i>
<b>EXPENSES</b>					
<b>OPERATING EXPENSES</b>					
<b>Operations &amp; Maintenance Expense</b>					
R&M Water	272,201	6,652	22,683	101,104	37%
R&M WWTF	130,656	1,499	10,888	75,731	58%
Telemetry	5,444	1,750	454	3,500	64%
Trash Removal	6,533	633	544	4,554	70%
Vehicle Expense	24,219	2,448	2,018	14,165	58%
Fuel & Oil	53,703	2,257	4,475	30,587	57%
Lab/Testing	37,664	6,469	3,139	23,204	62%
Permit Fees	39,741	578	3,312	4,174	11%
Pumping Electricity	500,000	41,806	41,667	325,115	65%
<b>Total Operations &amp; Maintenance Expense</b>	<b>1,070,161</b>	<b>64,093</b>	<b>89,180</b>	<b>582,133</b>	<b>54%</b>
<b>Professional Services</b>					
Accounting (Tax & Debt Filings)	4,682	-	3,182	822	18%
Air Quality Study	36,341	-	3,028	32	0%
Payroll Services	3,375	616	281	2,116	63%
Audit Fees	30,000	8,065	2,500	17,350	58%
IT & Cyber Security	42,120	20,625	3,510	41,886	99%
Financial Consulting	87,104	-	7,259	-	0%
Engineering (Dudek)	50,000	10,473	4,167	16,118	32%
Legal Services - General	78,491	4,748	6,541	49,302	63%
<i>Legal Services Reimbursible</i>		(2,317)		(13,735)	
Advocacy	65,328	5,000	5,444	35,000	54%
<b>Total Professional Services</b>	<b>397,441</b>	<b>47,210</b>	<b>35,912</b>	<b>148,892</b>	<b>37%</b>
<b>Insurance Expense</b>					
ACWA/JPIA Program Insurance	83,490	-		103,587	124%
ACWA/JPIA Workers Comp	23,437	5,244		10,149	43%
<b>Total Insurance Expense</b>	<b>106,927</b>	<b>5,244</b>	<b>-</b>	<b>113,736</b>	<b>106%</b>
<b>Personnel Expense</b>					
Board Meeting Expense	25,042	1,650	2,087	18,057	72%
Salaries & Wages	1,323,529	108,402	110,294	760,775	57%
<i>Contra Account - Salaries &amp; Wages</i>	(60,000)	(2,806)	(5,000)	(26,899)	45%
Contract Labor/Consulting	10,888	-	907	-	0%
Payroll Taxes	36,190	4,901	3,016	16,129	45%
Benefits - Medical	295,171	26,978	24,598	145,331	49%
Benefits - CalPERS	271,422	11,392	16,666	146,608	54%
Trainings & Conferences	19,598	334	1,633	13,682	70%
Uniforms	7,622	-	635	3,252	43%
Safety Compliance & Emergency Prep	5,444	928	454	2,213	41%
<b>Total Personnel Expense</b>	<b>1,934,906</b>	<b>151,780</b>	<b>155,290</b>	<b>1,079,147</b>	<b>56%</b>



**Borrego Water District  
Operating Budget Analysis  
01/01/2024 to 01/31/2024**

	<i>Budgeted FY2024</i>	<i>Actual Jan FY2024</i>	<i>Projected Jan FY2024</i>	<i>Year to Date FY2024</i>	<i>% of Annual Budget TD</i>
<b>OPERATING EXPENSES (Con't)</b>					
<b>Office Expense</b>					
Office Supplies	26,131	454	2,178	13,643	52%
Office Equipment	54,440	7,020	4,537	28,022	51%
Postage & Freight	16,332	2,000	1,361	10,699	66%
Property Tax	3,266	-	-	49	1%
Telephone Expense	30,000	1,949	2,500	19,300	64%
Dues & Subscriptions (ACWA/AWWA)	25,042	282	2,087	16,701	67%
Printing & Publication	5,444	-	454	1,004	18%
Office/Shop utilities	10,000	694	833	10,038	100%
<b>Total Office Expense</b>	<u>170,655</u>	<u>12,398</u>	<u>13,949</u>	<u>99,456</u>	58%
<b>TOTAL OPERATING EXPENSES</b>	<b>3,680,090</b>	<b>280,725</b>	<b>294,331</b>	<b>2,023,363</b>	55%
<b>Debt Expense</b>					
BBVA Bank Note 2018A/B - Principal	341,189	-	-	341,189	100%
BBVA Bank Note 2018A/B - Interest	49,821	-	-	28,049	56%
2021 Bond Cap One - Principal	427,960	-	-	437,070	102%
2021 Bond Cap One - Interest	159,759	-	-	77,537	49%
<b>Total Debt Expense</b>	<u>978,729</u>	<u>-</u>	<u>-</u>	<u>883,845</u>	90%
<b>GROUNDWATER MANAGEMENT EXPENSES (see GWM Detail )</b>					
Pumping Fees	100,000	41,520	-	41,520	42%
GWM Expense	76,407	636	6,367	14,271	19%
Legal Expense	100,000	7,046	8,333	28,926	29%
Engineering/TAC Expense (Intera)	135,000	4,210	11,250	58,922	44%
GW Quality Risk Assessment (Intera)	28,430	-	2,369	20,748	73%
<b>TOTAL GROUNDWATER MGMT EXPENSES</b>	<u>439,837</u>	<u>53,412</u>	<u>28,320</u>	<u>164,387</u>	37%
<b>TOTAL EXPENSES</b>	<u><b>5,098,656</b></u>	<u><b>334,137</b></u>	<u><b>322,651</b></u>	<u><b>3,071,595</b></u>	60%
<b>NET INCOME</b>	<u><b>244,573</b></u>	<u><b>114,858</b></u>	<u><b>25,960</b></u>	<u><b>(48,381)</b></u>	



**Borrego Water District  
Cash CIP Budget Analysis  
01/01/2024 to 01/31/2024**

	<i><b>Budgeted FY2024</b></i>	<i><b>Actual Jan FY2024</b></i>		<i><b>Year to Date FY2024</b></i>
<b><u>CAPITAL IMPROVEMENT PROJECTS (CIP)</u></b>				
<b>CASH FUNDED CIP</b>				
<b>Water Projects</b>				
Office Imp. (FY22 Cameras, FY23 Paint, Lighting )	50,000	-		-
ID5-5 Replacement VFD	200,000	-		-
BPA Acquisition	851,125	153,326	<i>WB Carryover</i>	1,201,539
Congressional Appropriations Cash Funded Poriton	850,167		<i>DB Following</i>	-
<b>Total Water Projects</b>	<u>1,951,292</u>	<u>153,326</u>		<u>1,201,539</u>
<b>Sewer Projects</b>				
Manhole Refurbishments	49,778	-		-
Palm Canyon Sewer Line Inspection	150,000	-		82,018
<b>Total Sewer Projects</b>	<u>199,778</u>	<u>-</u>		<u>82,018</u>
<b>Short Lived Asset Replacements</b>				
Backup Generator Office & Shop	100,000	-		-
Well ID1-8 Rehab		-		121,102
ID4-18 Inspection	10,000	-		-
Reservoir Cleaning/Video Inspection	37,000	-		-
Clarifier Rehab	50,000	-		-
2017 GMC Replacement Transmission		-		6,080
<b>Total Short Lived Assets</b>	<u>197,000</u>	<u>-</u>		<u>127,182</u>
<b>CASH FUNDED CIP TOTAL</b>	<b>2,348,070</b>	<b>153,326</b>		<b>1,410,739</b>
<b>2021 Bond Funded CIP</b>				
<b>Bond Funded Water Projects</b>				
ID5-15 Well Completion(Project Total = \$2,052,493)		1,855		-
ID4-10 Inspection/Repairs		11,515		244,687
Pipeline Replacements		-		-
<b>BOND FUNDED CIP TOTAL</b>	<u>-</u>	<u>13,370</u>		<u>244,687</u>



**Borrego Water District**  
**Grant/Bond Funded CIP Budget Analysis**  
**01/01/2024 to 01/31/2024**

	<i>Budgeted FY2024</i>	<i>Actual Jan FY2024</i>	<i>Year to Date FY2024</i>
<b>GRANT FUNDED CIP</b>			
<b>Water Projects- DWR Grant Net \$2,048,362 - Receivable @ 01/31/24 = \$1,704,223</b>			
Twin Tanks	32,835	46,991	326,910
Wilcox Diesel Motor	83,333	10,629	128,035
Indian Head Reservoir Replacement	450,000	61,406	342,684
Rams Hill Tank #2	450,000	48,183	275,724
<b>Total Water Projects - Water Reservoirs Grant</b>	<u>1,016,168</u>	<u>167,209</u>	<u>1,073,353</u>
<b>Prop 68 Grant - Receivable @ 01/31/24 = \$268,847</b>			
AMI	455,000	806	11,096
WWTP Monitoring Wells	60,000	-	10,609
Admin/Acquisiton Costs(Total since 2021 = \$121,268)	100,000	3,078	9,713
<b>Total Prop 68 Grant Projects</b>	<u>615,000</u>	<u>3,884</u>	<u>31,418</u>
<b>2023 Appropriations Bill</b>			
BSR Pipeline	912,406	-	-
Sungold Pipeline	2,488,260	-	-
<b>2023 Appropriations Bill Total</b>	<u>3,400,666</u>	<u>-</u>	<u>-</u>
<b>TOTAL GRANT FUNDED CIP</b>	<b>5,031,834</b>	<b>171,092</b>	<b>1,104,771</b>



**Borrego Water District**  
**Cash Flow Analysis**  
**01/01/2024 to 01/31/2024**

	<u>Actual JAN FY24</u>	
<b>Cash and Reserves at Beginning of Period</b>		<b>\$ 2,611,951</b>
<b>Cash Flows from Operating Activities</b>		
<i>Income Provided by Operating Activities</i>	126,206	
<i>Decrease in Accounts Receivable</i>	57,864	
<i>Decrease in Accounts Payable</i>	(202,457)	
<i>Increase in Inventory</i>	(7,282)	
<b>Net Cash Provided by Operating Activities</b>	<b>\$ (25,668)</b>	
<b>Cash Flows from Groundwater Management Activities</b>		
<b>Net Cash Paid for Groundwater Management Activities</b>	<b>\$ (53,412)</b>	
<b>Cash Flows from Non-Operating Activities</b>		
Other Income Received	42,064	
<b>Net Cash Provided by Other Income</b>	<b>\$ 42,064</b>	
<b>Cash Flows from Capital Improvement Activities</b>		
<i>All CIP/BPA Purchase Activities (Cash + Grant)</i>	(337,789)	
<i>Grant Monies Received</i>	1,567,645	
<b>Net Cash Paid for Capital Improvements</b>	<b>\$ 1,229,856</b>	
<b>Net Change in Cash</b>	<b>\$ 1,192,840</b>	
<b>Cash and Reserves at End of Period</b>		<b>\$ 3,804,791</b>
Restricted Reserves at End of Period	\$ 978,729	
Unrestricted Reserves at End of Period	\$ 2,826,062	
Water Reserves Portion	\$2,857,681	
Sewer Reserves Portion	\$296,073	
Non-218 Reserves Portion	\$651,037	
<b>Fiscal Year Reserves Target</b>		<b>\$ 7,078,411</b>
<b>Fiscal Year Reserves Surplus/Shortfall to Date</b>		<b>\$ (3,273,620)</b>
<b>2021 Bond Funds Balance at Beginning of Period</b>		<b>\$ 49</b>
<b>Net Change in Bond Funds</b>	<b>\$ -</b>	
<b>2021 Bond Funds Balance at End of Period</b>		<b>\$ 49</b>



## ASSETS

	<b>BALANCE SHEET</b> <b>January 31, 2024</b> <small>(unaudited)</small>	<b>BALANCE SHEET</b> <b>December 31, 2023</b> <small>(unaudited)</small>	<b>MONTHLY</b> <b>CHANGE</b> <small>(unaudited)</small>
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$ 4,626,960.28	\$ 3,418,962.36	\$ 1,207,997.92
Accounts receivable from water sales and sewer charges	\$ 447,937.89	\$ 494,964.04	\$ (47,026.15)
Inventory	\$ 206,397.09	\$ 199,114.68	\$ 7,282.41
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 5,487,692.35</b>	<b>\$ 4,312,155.76</b>	<b>\$ 1,175,536.59</b>
<b>RESTRICTED ASSETS</b>			
Debt Service:			
Unamortized bond issue costs	\$ 125,185.22	\$ 125,185.22	\$ -
Viking Ranch Refinance issue costs	\$ (79,919.39)	\$ (79,919.39)	\$ -
Deferred Outflow of Resources-CalPERS	\$ 201,290.00	\$ 201,290.00	\$ -
Total Debt service	\$ 246,555.83	\$ 246,555.83	\$ -
Trust/Bond funds:			
Investments with fiscal agent -CFD 2017-1	\$ 743,272.87	\$ 743,272.87	\$ -
Total Trust/Bond funds	\$ 743,272.87	\$ 743,272.87	\$ -
<b>TOTAL RESTRICTED ASSETS</b>	<b>\$ 989,828.70</b>	<b>\$ 989,828.70</b>	
<b>UTILITY PLANT IN SERVICE</b>			
Land	\$ 1,943,433.81	\$ 1,943,433.81	\$ -
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 7,155,732.13	\$ 7,766,182.04	\$ (610,449.91)
Sewer Facilities	\$ 6,936,646.48	\$ 6,936,646.48	\$ -
Water facilities	\$ 17,775,417.41	\$ 17,775,417.41	\$ -
General facilities	\$ 1,006,881.07	\$ 1,006,881.07	\$ -
Equipment and furniture	\$ 1,065,378.09	\$ 1,065,378.09	\$ -
Vehicles	\$ 757,790.31	\$ 757,790.31	\$ -
Accumulated depreciation	\$ (15,806,002.70)	\$ (15,806,002.70)	\$ -
<b>NET UTILITY PLANT IN SERVICE</b>	<b>\$ 25,122,616.60</b>	<b>\$ 25,733,066.51</b>	<b>\$ (610,449.91)</b>
<b>OTHER ASSETS</b>			
Water rights -ID4	\$ 185,000.00	\$ 185,000.00	\$ -
<b>TOTAL OTHER ASSETS</b>	<b>\$ 185,000.00</b>	<b>\$ 185,000.00</b>	
<b>TOTAL ASSETS</b>	<b>\$ 31,785,137.65</b>	<b>\$ 31,220,050.97</b>	<b>\$ 565,086.68</b>



	<b>BALANCE SHEET</b> January 31, 2024 (unaudited)	<b>BALANCE SHEET</b> December 31, 2023 (unaudited)	<b>MONTHLY</b> <b>CHANGE</b> (unaudited)
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>			
Accounts Payable	\$ 130,795.19	\$ 288,608.31	\$ (157,813.12)
Accrued expenses	\$ 197,601.42	\$ 197,601.42	\$ -
Deposits	\$ 105,574.84	\$ 108,108.81	\$ (2,533.97)
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>	<b>\$ 433,971.45</b>	<b>\$ 594,318.54</b>	<b>\$ (160,347.09)</b>
<b>CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS</b>			
Accounts Payable to CFD 2017-1	\$ 743,272.87	\$ 743,272.87	\$ -
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS</b>	<b>\$ 743,272.87</b>	<b>\$ 743,272.87</b>	<b>\$ -</b>
<b>LONG TERM LIABILITIES</b>			
2018A & 2018B Refinance ID4/Viking Ranch	\$ 1,264,860.00	\$ 1,264,860.00	\$ -
2021 Installment Purchase Agreement	\$ 6,643,900.00	\$ 6,643,900.00	\$ -
Net Pension Liability-CalPERS	\$ 303,531.00	\$ 303,531.00	\$ -
Deferred Inflow of Resources-CalPERS	\$ 281,931.00	\$ 281,931.00	\$ -
<b>TOTAL LONG TERM LIABILITIES</b>	<b>\$ 8,494,222.00</b>	<b>\$ 8,494,222.00</b>	<b>\$ -</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 9,671,466.32</b>	<b>\$ 9,831,813.41</b>	<b>\$ (160,347.09)</b>
<b>FUND EQUITY</b>			
Contributed equity	\$ 9,611,814.35	\$ 9,611,814.35	\$ -
Retained Earnings:	\$ 12,501,856.98	\$ 11,776,423.21	\$ 725,433.77
<b>TOTAL FUND EQUITY</b>	<b>\$ 22,113,671.33</b>	<b>\$ 21,388,237.56</b>	<b>\$ 725,433.77</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>	<b>\$ 31,785,137.65</b>	<b>\$ 31,220,050.97</b>	<b>\$ 565,086.68</b>

To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Consideration of the Disbursements and Claims Paid  
 Month Ending January 31, 2024



<b>Vendor disbursements paid during this period:</b>		<b>\$ 757,874.60</b>
<b>Significant items:</b>		
Babcock	Lab Services	\$ 2,175.03
Borrego Springs Watermaster	WY 24 Pumping Fees, Installment 1	\$ 41,520.29
CalPERS	Employee Retirement Benefits	\$ 11,392.27
Employee Health Benefits	Medical JPIA & AFLAC	\$ 26,978.26
Fireforce, Inc.	Annual Fire Extinguisher Service	\$ 2,483.00
Ramona Disposal	Garbage Collection	\$ 5,041.84
SC Fuels	Fuel For District Vehicles	\$ 3,026.62
SDGE	Payment on Jan Use	\$ 41,241.19
SDGE	Payment on Dec Use	\$ 45,897.44
UC Regents	UCI Prop 68 Reimbursement No 1	\$ 40,607.95
<b>Capital Projects/Fixed Asset Outlays:</b>		
Big J Fencing	ID4-10 Fencing	\$ 1,569.63
Big J Fencing	Indian Head Tank	\$ 13,628.00
Big J Fencing	ID5-15	\$ 1,352.01
Borrego Auto Parts	Misc Parts for Fleet Vehicles	\$ 1,243.38
Brax Company	Well 10 Rehab	\$ 170,206.70
Control Systems Inc	SCADA Upgrades WWTP	\$ 9,765.85
Control Systems Inc	SCADA Water System Updates	\$ 5,550.22
David Bauer	Payment for following on WB Parcel	\$ 123,008.20
Dudek	EDU Study	\$ 10,472.50
Labor Compliance Consultants	Superior Tank - Certify Contractor Payroll	\$ 4,800.00
McCalls Meters	ID4-10 Replacement Meter	\$ 674.52
McCalls Meters	ID1-8 Replacement Meter	\$ 674.51
McCalls Meters	Meters for Inventory	\$ 4,870.30
Pacific Pipeline Supply, Inc.	Parts for ID4-10	\$ 1,578.72
Pacific Pipeline Supply, Inc.	Parts for Inventory	\$ 4,163.48
Superior Tank Company Inc	GRANT - Tank & Motor Replacement - FINAL!	\$ 151,980.60
E&M Inc/Wonderware California	Renew Annual SCADA Software License	\$ 1,750.00
William Bauer	Purchase of Carryover from WY23	\$ 30,318.10
<b>Total Professional Services for this Period:</b>		
BBK	General - Jan Invoices	\$ 3,494.78
BBK	Water Right Acquisition	\$ 138.40
BBK	Watermaster	\$ 4,949.00
BBK	Advocacy	\$ 5,000.00
BBK	Prop 68 Grant Admin	\$ 242.20
Interra Inc.	GWM Technical Support December	\$ 1,457.50
Quadient	Postage for Postage Meter	\$ 2,000.00
Smart Phone Meter Reading	Annual Software License	\$ 7,245.48
Travis Parker	IT Support & Sonicwall renewals	\$ 2,199.64
<b>Payroll for this Period:</b>		
Gross Payroll		\$ 108,402.41
Employer Payroll Taxes and ADP Fee		\$ 5,517.12
<b>Total</b>		<b>\$ 113,919.53</b>



## JANUARY 2024

41006	1109	ABILITY ANSWERING/PAGING SER	01/16/2024	251.71
41039	3035	ACWA / JPIA Finance Dept.	02/12/2024	5,243.78
41040	1266	AFLAC	02/12/2024	1,548.76
41007	9524	AIR POLLUTION CONTROL DISTRICT, SAN DIEGO COUNTY	01/16/2024	585.00
41021	9338	AMERICAN BACKFLOW SPECIALTIES	01/31/2024	90.00
41042	61	AT&T MOBILITY	02/12/2024	1,055.94
41022	9529	AT&T-CALNET 3	01/31/2024	641.61
41043	9255	BABCOCK LABORATORIES	02/12/2024	6,568.25
41041	9269	BENITO ARTEAGA	02/12/2024	249.96
41044	10884	BEST BEST & KRIEGER ATTORNEYS AT LAW	02/12/2024	15,746.50
41008	9679	BIG J FENCING, INC.	01/16/2024	1,569.63
41023	9679	BIG J FENCING, INC.	01/31/2024	14,980.01
41045	10900	BORREGO AUTO PARTS & SUPPLY CO	02/12/2024	946.82
41046	11140	BORREGO SPRINGS HARDWARE	02/12/2024	195.12
41009	11102	BORREGO SPRINGS WATERMASTER, INTERIM	01/16/2024	41,520.29
41047	1135	CENTER MARKET	02/12/2024	29.03
41048	11099	CONTROL SYSTEMS ENGINEERING INC	02/12/2024	13,248.86
41025	9054	COUNTY OF SAN DIEGO DEPT ENVIRONMENTAL HEALTH	01/31/2024	578.00
41012	1222	DEBBIE MORETTI	01/16/2024	140.00
41049	96	DISH	02/12/2024	81.80
41026	9640	DUDEK	01/31/2024	10,472.50
41011	11153	EDDIE LOPEZ	01/16/2024	1,050.00
41010	9544	FIREFORCE INC.	01/16/2024	2,483.00
41050	1136	HOME DEPOT CREDIT SERVICES	02/12/2024	1,455.45
41027	9385	JOHNSON CONTROLS SECURITY SOLUTIONS	01/31/2024	366.91
41051	11121	LABOR COMPLIANCE CONSULTANTS OF SO. CALIFORNIA LLC	02/12/2024	1,600.00
41052	11063	LEAF & COLE LLP	02/12/2024	8,065.00
41053	11090	LUPE'S GARDENING MAINTENANCE INC.	02/12/2024	585.00
41028	1216	McCALLS METERS,INC	01/31/2024	4,870.30
40978	1000	MEDICAL ACWA-JPIA	12/20/2023	28,579.64
41029	11175	NEW YORK LIFE INSURANCE COMPANY	01/31/2024	196.24
41054	UB*000	NPG ASPHALT	02/12/2024	973.28
41055	11114	OCEANUS BOTTLED WATER, INC	02/12/2024	24.50
41030	1208	PACIFIC PIPELINE SUPPLY INC	01/31/2024	4,163.48
41031	11083	QUADIENT FINANCE USA, INC.	01/31/2024	2,000.00
41032	9633	RAMONA DISPOSAL SERVICE	01/31/2024	5,041.84
40979	1445	SAN DIEGO CO VECTOR CONTROL	12/20/2023	285.54
41013	1065	SAN DIEGO GAS & ELECTRIC	01/16/2024	1,258.90
41033	1065	SAN DIEGO GAS & ELECTRIC	01/31/2024	41,241.19
41014	11067	SC FUELS	01/16/2024	802.99
41034	11067	SC FUELS	01/31/2024	1,454.16
41056	11086	SPRINGBROOK HOLDING COMPANY LLC	02/12/2024	20,212.60
41035	10877	SUPERIOR TANK COMPANY INC.	01/31/2024	151,980.60
41057	11173	SYRUS DEVERS	02/12/2024	2,500.00
100001	11174	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	01/10/2024	40,607.95
41058	9581	TRAVIS PARKER	02/12/2024	3,387.18
41059	3000	U.S.BANK CORPORATE PAYMENT SYS	02/12/2024	2,757.68
41060	1023	UNDERGROUND SERVICE ALERT	02/12/2024	34.50
41036	92	XEROX FINANCIAL SERVICES	01/31/2024	399.18
41061	92	XEROX FINANCIAL SERVICES	02/12/2024	399.18
41062	11050	ZITO MEDIA	02/12/2024	276.82
		Report Total (51 checks):		444,796.68

To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Consideration of Watermaster related Income and Expenses for FY24



Date	Name	Description	Net Expenses during this Period		53,411.87
			Income	Expense	Year To Date
7/31/2023	BBK	Stipulation/Groundwater Rights		\$ 2,941.00	\$ (2,941.00)
7/31/2023	BBK	Watermaster Activities		\$ 207.60	\$ (3,148.60)
7/31/2023	Intera	T2: TAC Meetings		\$ 3,180.00	\$ (6,328.60)
7/31/2023	Intera	T3: Annual Report Review		\$ 2,165.00	\$ (8,493.60)
7/31/2023	Intera	T4: SY Review		\$ 3,955.00	\$ (12,448.60)
7/31/2023	Intera	T5: Land Use Sub Comm. - Existing Well Review		\$ 6,227.50	\$ (18,676.10)
7/31/2023	Intera	Groundwater Quality Risk Assessment Update		\$ 13,635.00	\$ (32,311.10)
8/30/2023	BBK	Stipulation/Groundwater Rights		\$ 553.60	\$ (32,864.70)
8/30/2023	BBK	Watermaster Activities		\$ 2,783.00	\$ (35,647.70)
8/30/2023	BWD	Record Staff Time		\$ 318.16	\$ (35,965.86)
8/30/2023	Intera	T2: TAC Meetings		\$ 2,122.50	\$ (38,088.36)
8/30/2023	Intera	T3: Annual Report Review		\$ 8,345.00	\$ (46,433.36)
8/30/2023	Intera	T4: SY Review		\$ 100.00	\$ (46,533.36)
8/30/2023	Intera	T5: Land Use Sub Comm. - Existing Well Review		\$ 2,517.50	\$ (49,050.86)
8/30/2023	Intera	Groundwater Quality Risk Assessment Update		\$ 7,112.50	\$ (56,163.36)
9/30/2023	BBK	Stipulation/Groundwater Rights		\$ 69.20	\$ (56,232.56)
9/30/2023	BBK	Watermaster Activities		\$ 2,175.90	\$ (58,408.46)
9/30/2023	Intera	T1: Watermaster Board Meetings		\$ 795.00	\$ (59,203.46)
9/30/2023	Intera	T2: TAC Meetings		\$ 11,167.50	\$ (70,370.96)
9/30/2023	Intera	T3: Annual Report Review		\$ 1,400.00	\$ (71,770.96)
9/30/2023	Intera	T4: SY Review		\$ 2,865.00	\$ (74,635.96)
9/30/2023	BWD	Income - Meter Reading Services July & Sept 23	\$ 1,688.68		\$ (72,947.28)
10/31/2023	BBK	Stipulation/Groundwater Rights		\$ 56.40	\$ (73,003.68)
10/31/2023	BBK	Watermaster Activities		\$ 5,618.40	\$ (78,622.08)
10/31/2023	BWD	Record Staff Time		\$ 318.16	\$ (78,940.24)
10/31/2023	Borrego Springs Watermaster	Meter Reading Services		\$ 3,062.62	\$ (82,002.86)
10/31/2023	Intera	T1: Watermaster Board Meetings		\$ 530.00	\$ (82,532.86)
10/31/2023	Intera	T2: TAC Meetings		\$ 5,565.00	\$ (88,097.86)
10/31/2023	Intera	T6: Review Prop 68 Following and GDE Projects		\$ 3,385.00	\$ (91,482.86)
11/30/2023	BBK	Stipulation/Groundwater Rights		\$ 1,703.10	\$ (93,185.96)
11/30/2023	BBK	Watermaster Activities		\$ 2,525.80	\$ (95,711.76)
11/30/2023	BWD	Record Staff Time		\$ 318.16	\$ (96,029.92)
11/30/2023	Intera	T1: Watermaster Board Meetings		\$ 1,590.00	\$ (97,619.92)
11/30/2023	Intera	T2: TAC Meetings		\$ 2,387.50	\$ (100,007.42)
11/30/2023	Intera	T3: Annual Report Review		\$ 4,025.00	\$ (104,032.42)
12/31/2023	BBK	Stipulation/Groundwater Rights		\$ 3,245.90	\$ (107,278.32)
12/31/2023	Intera	T1: Watermaster Board Meetings		\$ 795.00	\$ (108,073.32)
12/31/2023	Intera	T2: TAC Meetings		\$ 662.50	\$ (108,735.82)
1/31/2024	Borrego Springs Watermaster	Pumping Fees on BPA, Installment 1		\$ 29,249.00	\$ (137,984.82)
1/31/2024	Borrego Springs Watermaster	WB - Pumping Fees on BPA, Installment 1		\$ 7,578.15	\$ (145,562.97)
1/31/2024	Borrego Springs Watermaster	DB - Pumping Fees on BPA, Installment 1		\$ 4,693.14	\$ (150,256.11)
1/31/2024	Intera	T1: Watermaster Board Meetings		\$ 795.00	\$ (151,051.11)
1/31/2024	Intera	T2: TAC Meetings		\$ 305.00	\$ (151,356.11)
1/31/2024	Intera	T3: Annual Report Review		\$ 927.50	\$ (152,283.61)
1/31/2024	Intera	T4: SY Review		\$ 2,122.50	\$ (154,406.11)
1/31/2024	BWD	Record Staff Time		\$ 695.98	\$ (155,102.09)
1/31/2024	BBK	Stipulation/Groundwater Rights		\$ 7,045.60	\$ (162,147.69)