



Cabazon Water District  
14618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

**FINANCE & AUDIT COMMITTEE MEETING**

**AGENDA**

**Meeting Location:**  
Cabazon Water District Office  
14618 Broadway Street  
Cabazon, California 92230

**Teleconference:**  
Dial-in #: 978-990-5321  
Access Code: 117188

**Meeting Date:**  
Tuesday, July 21, 2020 – 5:00 PM

- CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- ROLL CALL
- FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
  - Balance Sheet
  - Profit and Loss Budget Comparison
2. Finance & Audit Committee District Payables Review and Approval/Signing

**PUBLIC COMMENT**

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**ADJOURNMENT**

Cabazon Water District | 2  
July 21, 2020 FAC Meeting Agenda

ADA Compliance Issues

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



**Cabazon Water District**  
14618 Broadway Street • P.O. Box 297  
Cabazon, California 92230

**REGULAR BOARD MEETING**

**AGENDA**

**Meeting Location:**

**Teleconference:**

Dial-in #: 978-990-5321

Access Code: 117188

Email: info@cabazonwater.org

**Meeting Date:**

Tuesday, July 21, 2020 – 6:00 PM

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**REMEMBRANCE OF OUR SERVICE MEN AND WOMEN**

**ROLL CALL**

**CONSENT CALENDAR**

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

**1. Approval of:**

- a. Finance and Audit Committee Meeting Minutes and Warrants approved by the committee on June 16, 2020
- b. Regular Board Meeting Minutes and Warrants of June 16, 2020

**2. Warrants – None**

**3. Awards of Contracts – None**

**UPDATES**

**1. Update: San Gorgonio Pass Regional Water Alliance Update  
(by Director Israel / Director Morris)**

**2. Update: Manager’s Operations Report**

(by GM Louie)

**CLOSED SESSION**

- (1) CONFERENCE WITH LEGAL COUNSEL – General Manager’s Personnel Evaluation / Annual Performance Review.

**OPEN SESSION**

Report to the public of action taken by the Board, if any.

**NEW BUSINESS**

- 1. Discussion/Action: Approval of Cost Sharing Agreement (with non-substantive changes) between CWD, City of Banning, Banning Heights Mutual Water Co., San Gorgonio Pass Water Agency (SGPWA), Mission Springs Water District, and Desert Water Agency in regards to the SGPWA Groundwater Sustainability Plan (GSP). (by AGM Lemus)
- 2. Discussion/Action: Approval of 2020 Local Agency Biennial Notice – Conflict of Interest Code - No Changes (by AGM Lemus)
- 3. Discussion/Action: RESOLUTION 06-2020: Approving SDRMA’s MOU regarding Health Insurance Plans (by AGM Lemus)
- 4. Discussion/Action: Approval of “Name the Water Dinosaur” youth drawing contest and donation plaque to Kerri Mariner for her donation of a dinosaur statue. (by GM Louie)

**OLD BUSINESS**

- 1. Discussion/Action: District Office A/C System Repair – Quote #012320139A from Ontario Refrigeration: Install new Johnson Controls FX80 Supervisory Controller (current system is Schneider Electric) (by GM Louie)
- 2. Discussion/Action: Board Director Lynk asked for a Staff Report in converting the existing diesel engine generator currently a permanent mounted at production well #2 (by GM Louie)
- 3. Discussion/Action: Well No. 1 Rehabilitation and Re-equipping Project Bid Review and Approval (two bids received; from Layne Christensen Co. and Legend Pump and Well Service, Inc.) (by GM Louie)

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speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

**GENERAL MANAGER/BOARD COMMENTS**

**1. Future Agenda Items**

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Management.
- Suggested agenda items from Board Members.

**2. Management Comments**

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

**3. Board Member Comments**

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

**MISCELLANEOUS**

**1. Future Board Items/Next Board Meeting Date(s)**

- a. Finance & Audit Workshop – Tuesday – August 18, 2020, 5:00 pm
- b. Regular Board Meeting – Tuesday – August 18, 2020, 6:00 pm
- c. Personnel Committee – None
- d. San Geronio Pass Regional Water Alliance – Alliance Meeting – Wednesday –

**ADJOURNMENT**

ADA Compliance Issues

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**Cabazon Water District**  
14618 Broadway Street • P.O. Box 297  
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**FINANCE & AUDIT COMMITTEE MEETING**

**MINUTES**

**Meeting Location:**  
Cabazon Water District Office  
14618 Broadway Street  
Cabazon, California 92230

**Teleconference:**  
Dial-in #: 978-990-5321  
Access Code: 117188

**Meeting Date:**  
Tuesday, June 16, 2020 – 5:00 PM

CALL TO ORDER, @17:10 hr.  
PLEDGE OF ALLEGIANCE,  
ROLL CALL

Director Wargo - Present  
Director Sanderson - Present

Calvin Louie (General Manager) - \*Present during the end of the Proposed Budget Review.  
Elizabeth Lemus, Board Secretary - Present  
Cindy Byerrum, Financial Consultant - Present

**\*Note: This meeting was recorded by the District -**

**FINANCE & AUDIT COMMITTEE**

1. Discussion: Finance & Audit Committee Report
- Balance Sheet
  - Profit and Loss Budget Comparison
  - Fiscal Year (FY) 2020-2021 Budget

**Balance Sheet:**

- The District's combined Cash with Chase and LAIF balance was \$1,086,220 at month end.
- The District's total liabilities were approximately \$1,020,712 at month end.

**Profit and Loss:**

- 13. Total Operating Income: outlines the total revenues earned from District operations. YTD is trending near target at 89%.
- 35. Employee Health Care: YTD is over budget due to higher monthly premiums than anticipated in the budget.
- 50. Engineering Services: YTD is over budget due several invoices from Krieger & Stewart in September including \$11.4K relating to Standby Fees & multiple invoices relating to Well 1 rehab.
- 62. Copier Lease & Printing Supplies: Includes copier lease expense & supply purchases relating to printing. YTD is trending at 66%.
- 91. Service Trucks R&M: Includes repair & maintenance costs for district vehicles. YTD is above target due to increased repairs for one of the service trucks in April and May.

As of May 31st the fiscal year-to-date net income is \$125,122.

- FY 20-21 Proposed Budget Review
  - 2. Finance & Audit Committee District Payables Review and Approval/Signing

**PUBLIC COMMENT**

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**ADJOURNMENT**

Motion to adjourn at 17:55 hr. made by Director \_\_\_\_\_ and 2<sup>nd</sup> by Director \_\_\_\_\_.

Director Wargo - Aye  
Director Sanderson - Aye

**\*Note: No formal motion or roll call vote was made, but it was the consensus of the Board to adjourn the meeting. No objections were voiced by either Board or Public.**

Meeting adjourned at 17:55 hr. on Tuesday, June 16, 2020

\_\_\_\_\_  
Robert Lynk, Board Chair  
Board of Directors  
Cabazon Water District

\_\_\_\_\_  
Elizabeth Lemus, Secretary  
Board of Directors  
Cabazon Water District

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**REGULAR BOARD MEETING  
MINUTES**

**Meeting Location:**

**Teleconference:**

Dial-in #: 978-990-5321

Access Code: 117188

Email: info@cabazonwater.org

**Meeting Date:**

Tuesday, June 16, 2020 – 6:00 PM

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**REMEMBRANCE OF OUR SERVICE MEN AND WOMEN**

**ROLL CALL**

- Director Martin Sanderson - Present
- Director Diana Morris - Present
- Director Sarah Wargo - Present
- Director Maxine Israel - Absent
- Director Robert Lynk - Present

- Calvin Louie, General Manager - Present
- Elizabeth Lemus, Board Secretary - Present
- Cindy Byerrum, Financial Consultant - Present
- Steve Anderson, Best Best & Krieger Law Firm - Absent
- Joseph Ortiz, Best Best & Krieger Law Firm - Present

**Note:** This meeting was recorded by the District -

**CONSENT CALENDAR**

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. Approval of:

- a. Finance and Audit Committee Meeting Minutes and Warrants approved by the committee on May 19, 2020
- b. Regular Board Meeting Minutes and Warrants of May 19, 2020
- c. Special Board Meeting Minutes and Warrants of June 2, 2020

Motion to approve following consent calendar item(s) (a.) Finance and Audit Committee Meeting Minutes of May 19, 2020, (b.) Regular Board Meeting Minutes of May 19, 2020, and Special Board Meeting Minutes and Warrants of June 2, 2020, made by Director Wargo and 2<sup>nd</sup> by Director Sanderson.

Director Sanderson - Aye  
 Director Morris - Aye  
 Director Wargo - Aye  
 Director Israel - Absent  
 Director Lynk - Aye

- 2. Warrants – None
- 3. Awards of Contracts – None

UPDATES

1. Update: San Gorgonio Pass Regional Water Alliance Update (by Director Israel / Director Morris)

Nothing to report. Meetings cancelled due to COVID-19.

2. Update: Manager's Operations Report (by GM Louie)

- May 5, 2020: Bonita Ave. and Broadway St. hydrant hit by a driver. Received payment from drivers' insurance company.
- 5/14/20: Suspicious activity involving a white Dodge driving around Hattie/Elm with a water tank on the back of the truck. Please report any suspicious activity (i.e. water theft) to the water district and local authorities.
- Fire hydrant recently stolen on Hattie and Elm St.
- Recruitment for Field Crew Worker I – recruitment still placed on hold during the COVID-19 pandemic. A candidate was recently interviewed, but he declined the job. The GM wants to adjust employee salaries to become more competitive with other agencies.
- SoCal Edison PSPS Events – the GM wants to plan a PSPS Event meeting with SoCal Edison once COVID-19 restrictions ease up.
- COVID-19: The District has opened its lobby up to the public as of June 15, 2020. Social Distancing, face masks, and cleaning/hand sanitizer is utilized for the public and employee's safety.

CLOSED SESSION @18:25 hr.

- (1) CONFERENCE WITH LEGAL COUNSEL – General Manager’s Personnel Evaluation / Annual Performance Review.

OPEN SESSION @20:55 Hr.

Report to the public of action taken by the Board, if any.

No reportable action. Nothing to report.

NEW BUSINESS

1. Discussion/Action: Review and adoption of Fiscal Year (FY) 2020-2021 Budget

Motion to approve the FY 2020-2021 Budget as presented made by Director Sanderson, 2<sup>nd</sup> by \_\_\_\_\_.

Amended motion to approve the FY 2020-2021 Budget as presented, with the exception of a change made to line item 107 Main St. Property (to reduce the budget amount from approx. \$70,300 to \$20k) made by Director Wargo and 2<sup>nd</sup> by Director Morris.

Director Sanderson - Aye  
Director Morris - Aye  
Director Wargo - Aye  
Director Israel - Absent  
Director Lynk - Aye

2. Discussion/Action: IRWM Implementation Grant Funding Split Agreement with the City of Banning, CA.

Prop 1 Round 1 IRWM Grant funding awarded \$3,537,882 to the San Gorgonio IRWM Group (which consisted of the City of Banning and Cabazon, since we were the only two agencies to submit project applications). Out of this \$3.5 million, it was discussed with the City of Banning Management that Cabazon would accept a split of this funding 35% Cabazon to 65% Banning. Cabazon submitted one project (an Isolation Valve Improvement Project) while Banning submitted four. Cabazon will expect to receive just over a million dollars in grant funding for its isolation valve project.

This was brought to the Board for their approval on the 35% / 65% Cabazon/Banning funding split.

Motion to approve a 35% / 65% IRWM Prop 1 Round 1 funding split between Cabazon Water District and the City of Banning made by Director Sanderson and 2<sup>nd</sup> by Director Morris.

Director Sanderson - Aye  
Director Morris - Aye  
Director Wargo - Aye  
Director Israel - Absent  
Director Lynk - Aye

3. Discussion/Action: **Cost Sharing Agreement between CWD, City of Banning, Banning Heights Mutual Water Co., San Gorgonio Pass Water Agency (SGPWA), Mission Springs Water District, and Desert Water Agency in regards to the SGPWA Groundwater Sustainability Plan (GSP).**

\*Note: This was more of an informational item for the Board, since the contract was only in its draft form. As it was presented, the Board did not have any questions or comments at the time. This contract's purpose is essentially to specify how participating agencies would contribute towards any expenses that exceed the budget/grant funding.

No action was taken, but it was the understanding that this would be brought back up to the board for formal approval once the final draft was prepared.

4. Discussion/Action: **Triennial Lead and Copper Testing Volunteer Request**

\*Note: this was a non-action item; requests for volunteers to take water samples from their residences for triennial lead and copper testing were made.

5. Discussion/Action: **BB&K Sexual Harassment Prevention Training and AB1234 Joint Training with High Valleys Water District – Determination whether the Board wants to host a joint training (as a cost-share measure) with High Valleys Water District, and proposed date(s) for the BB&K training.**

\*Note: High Valley's Water Board was interested in attending joint training with CWD right before the COVID-19 pandemic. This agenda item was to see if the CWD Board had interest in facilitating a joint training once COVID-19 restrictions lighten up. The Cabazon Water District Board showed unanimous interest.

6. Discussion/Action: **Autopay enrollment for AT&T District On-call Cell Phones (to receive a credit towards the monthly invoice).**

\*Note: While this would be a day-to-day operation, this was brought up to the Board due to the fact that it would eliminate checks being printed for AT&T and having the two signatures obtained before payment is remitted. Autopay for this item would mean a savings (there would be a discount applied each month for enrolling in autopay). Management wanted to keep the Board apprised and to also obtain Board consensus before enrolling. The Districts accountants would keep track of the monthly electronic payments.

No objections were voiced by either the Board or the public to enrolling into autopay, especially if there was a discount for doing so.



**OLD BUSINESS**

- 1. Discussion/Action: CUSI Interactive Voice Recognition (IVR) Interface Contract (to electronically contact customers regarding pending service terminations due to non-payment). (by AGM Lemus)

Motion to approve the CUSI Interactive Voice Recognition (IVR) Interface Contract (to electronically contact customers regarding pending service terminations due to non-payment) made by Director Wargo and 2<sup>nd</sup> by Director Sanderson.

- Director Sanderson - Aye
- Director Morris - Aye
- Director Wargo - Aye
- Director Israel - Absent
- Director Lynk - Aye

- 2. Discussion/Action: District Office A/C System Repair – Quote #012320139A from Ontario Refrigeration: Install new Johnson Controls FX80 Supervisory Controller (current system is Schneider Electric) (by GM Louie)

\*Note: a competitive bid from Redline was sought out, but the representative never returned any phone inquiries about their proposed bid (which was promised, but never received). Before any action is taken on this item, the Board requested that at least one other bid be obtained. The Board was particularly interested in obtaining a zone-controlled system quote.

No formal motion was made, but it was the consensus of the board to table this item until another quote was obtained. No objections were voiced by either board or public.

- 3. Discussion/Action: United Rentals Quote for a portable generator (as a power backup source for wells during planned or unplanned power outages). Quote # 181089988.

\*Note: As discussed during the last board meeting, purchasing a portable generator seems to be out of the District's current financial means. The option of leasing one, upgrading the District's well #2 generator to become portable, or other options that the Board wants the GM to look into and bring back to the Board to consider.

No formal motion was made, but it was the consensus of the board to table this item until the next Board meeting when other options were presented. No objections were voiced by either board or public.

- 4. Discussion/Action: Approve Sulzer (formerly Brithinee Electric) Quote 32281 to install a upside starter controller to 300 HP electric motor pump, 460V rate and a600A manual transfer at Production Well #1.

Motion to approve the Sulzer Quote 32281 to install a upside starter controller to a 300 HP electric motor pump, 460V rate and a600A manual transfer at Production Well #1 made by Director Sanderson and 2<sup>nd</sup> by Director Wargo.

- Director Sanderson - Aye
- Director Morris - Aye
- Director Wargo - Aye
- Director Israel - Absent
- Director Lynk - Aye

**PUBLIC COMMENTS**

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**GENERAL MANAGER/BOARD COMMENTS**

1. Future Agenda Items

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- Suggested agenda items from the Public.
- Suggested agenda items from Management.
- Suggested agenda items from Board Members.

2. Management Comments

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3. Board Member Comments

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- Director Sanderson: County of Riverside Board of Supervisors was holding a hearing regarding reducing the Sheriff's budget. FYI.

- Director Wargo: Would like future Board Meetings to preferably not hold the GM's initial annual performance evaluation on the same day that the new fiscal year budget is first presented.

MISCELLANEOUS

1. Future Board Items/Next Board Meeting Date(s)
  - a. Finance & Audit Workshop – Tuesday – July 21, 2020, 5:00 pm
  - b. Regular Board Meeting – Tuesday – July 21, 2020, 6:00 pm
  - c. Personnel Committee – None
  - d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting – Wednesday –

ADJOURNMENT

Motion to adjourn at 22:05 hr. made by Director Sanderson and 2<sup>nd</sup> by Director Morris.

Director Sanderson - Aye  
 Director Morris - Aye  
 Director Wargo - Aye  
 Director Israel - Absent  
 Director Lynk - Aye

Meeting adjourned at 22:05 hr. on Tuesday, June 16, 2020

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Robert Lynk, Board Chair  
 Board of Directors  
 Cabazon Water District

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Elizabeth Lemus, Secretary  
 Board of Directors  
 Cabazon Water District

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**Cabazon Water District**  
**Balance Sheet**  
June 30, 2020

	<b>June 30, 20</b>
1 <b>ASSETS</b>	
2     Current Assets	
3         Checking/Savings	
4             General Bank Account-Chase	\$ 261,928
5             Payroll Bank Account-Chase	122,619
6             Trust Account-Chase (Cust. Deposits)	1,112
7             Local Petty Cash	100
8         Total Checking/Savings	385,760
9         Accounts Receivable	223,451
10         LAIF	712,123
11         Bank of NY Trustee Accounts	60,928
12         Prepaid Expenses	37,720
13         Inventory	104,142
14         Total Current Assets	1,527,599
15         Fixed Assets	
16             Construction in Process	
17                 CIP Cabazon Outlets Expansion	9,692
18                 CIP Super Map	26,463
19                 CIP 50100 Main St. Property	115,053
20             Total Construction in Process	151,208
21             Tools and Equipment	123,319
22             Source of Supply	1,552,226
23             Transmission & Distribution	10,316,395
24             Buildings & Structures	12,281
25             Water Treatment	8,800
26             Office Furniture and Equipment	71,808
27             Intangible Plant	11,032
28             Vehicles	114,728
29             Land	689,548
30             Accumulated Depreciation	(5,672,996)
31             Total Fixed Assets	7,378,349
32 <b>TOTAL ASSETS</b>	<b>\$ 8,905,948</b>
33 <b>LIABILITIES &amp; EQUITY</b>	
34         Liabilities	
35             Current Liabilities	
36                 Accounts Payable	\$ 14,714
37                 Other Current Liabilities	
38                     Misc Short Term Liability	6,500
39                     Customer Deposits - Co 1	5,300
40                     Customer Deposits - Co 2	4,236
41                 Total Customer Deposits	9,536
42                 Accrued Vacation Pay	13,352
43                 DWR-HS Payable - Current	39,550
44                 Current Portion Zion's Bank Ln	80,847

**Cabazon Water District**  
**Balance Sheet**  
June 30, 2020

		<b>June 30, 20</b>
45	Accrued Payroll	<u>7,450</u>
46	Accrued Payroll Taxes	554
47	Accrued Interest	4,449
48	Accrued Expenses	<u>10,958</u>
49	Total Other Current Liabilities	<u>173,197</u>
50	Total Current Liabilities	<u>187,910</u>
51	Long Term Liabilities	
52	DWR-H Loan Payable (Payoff '26)	278,950
53	Zion's Bank Long Term (2023)	254,898
54	RCEDA Loan Payable	300,000
55	Total Long Term Liabilities	<u>833,848</u>
56	Total Liabilities	<u>1,021,759</u>
57	Total Equity	<u>7,884,189</u>
58	<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>\$ 8,905,948</u></u>

**Cabazon Water District**  
**Profit & Loss**  
 June 2020

	June 2020	Current YTD	FY 19/20 Budget	YTD (100%)
<b>1 REVENUES</b>				
<b>2 OPERATING INCOME</b>				
3 Base Rate - Water Bills	\$ 77,184	\$ 893,057	\$ 889,300	100%
4 Commodity Sales	38,684	327,361	320,600	102%
5 DHPO Contract	17,799	164,891	211,700	78%
6 Fire Sales - Water Bills	461	5,399	3,900	138%
7 Penalty Fees - Water Bills	293	41,456	44,900	92%
8 New Account Fees - Water Bills	110	1,575	1,800	88%
9 Incident Fee - Water Bills	-	405	-	0%
10 Returned Check Fees	-	1,087	400	272%
11 Basic Facilities Fee	-	49,458	18,900	262%
12 Stand By Fees - Tax Revenue	27,911	108,231	113,600	95%
<b>13 TOTAL OPERATING INCOME</b>	162,442	1,592,920	1,605,100	99%
<b>14 NON-OPERATING INCOME</b>				
15 Property Taxes	28,106	76,643	60,900	126%
16 Cell Tower Lease Income	2,087	25,046	25,100	100%
17 Misc. Non-Operating Income	-	7,036	-	0%
18 Interest Income	-	17,000	19,300	88%
<b>19 TOTAL NON-OPERATING INCOME</b>	30,193	125,726	105,300	119%
<b>20 TOTAL REVENUES</b>	192,635	1,718,646	1,710,400	100%
<b>21 EXPENSES</b>				
<b>22 PAYROLL</b>				
23 Directors Fees	900	11,900	20,000	60%
24 Management & Customer Service				
25 Customer Accounts	4,043	52,905	52,100	102%
26 Customer Accounts - Vacation Cash-Outs	-	2,468	-	0%
27 Business Admin Manager	5,669	73,886	74,700	99%
28 Office Assistant	157	157	-	0%
29 General Manager	6,862	96,122	95,600	101%
30 General Manager - Vacation Cash-Outs	-	8,578	-	0%
31 Total Management & Customer Service	16,732	234,116	222,400	105%
32 Field Workers	8,780	144,550	168,300	86%
33 Field Workers - Vacation Cash-Outs	-	4,255	-	0%
34 Employee Benefits Expense				
35 Workers Comp.	927	5,506	6,200	89%
36 Employee Health Care	7,889	92,384	67,000	138%
37 Pension	5,005	77,360	78,300	99%
38 Total Employee Benefits Expense	13,821	175,250	151,500	116%
39 Payroll Taxes	1,980	31,792	33,200	96%
<b>40 TOTAL PAYROLL</b>	42,212	601,862	595,400	101%

**Cabazon Water District**  
**Profit & Loss**  
June 2020

	June 2020	Current YTD	FY 19/20 Budget	YTD (100%)
<b>41 OPERATIONAL EXPENSES</b>				
<b>42 Facilities, Wells, T&amp;D</b>				
43 Lab Fees	698	4,125	8,700	47%
44 Meters	-	2,367	4,700	50%
45 Utilities - Wells	4,846	80,517	124,000	65%
46 Line R&M Contractor	-	-	12,500	0%
47 Line R&M Materials	2,064	30,826	60,000	51%
48 Well Maintenance	1,280	99,889	37,000	270%
49 Security	1,636	19,629	24,800	79%
50 Grant Writing Services	-	-	10,000	0%
51 Engineering Services	6,055	59,049	46,500	127%
52 Facilities, Wells, T&D - Other	10,258	22,620	12,400	182%
<b>53 Total Facilities, Wells, T&amp;D</b>	<b>26,837</b>	<b>319,021</b>	<b>340,600</b>	<b>94%</b>
<b>54 Utilities - Office</b>				
55 Electricity	1,365	13,811	19,000	73%
56 Gas	19	752	1,000	75%
57 Telephone	779	9,928	9,800	101%
58 Trash Pickup & Office Cleaning	369	4,425	4,500	98%
<b>59 Total Utilities - Office</b>	<b>2,531</b>	<b>28,916</b>	<b>34,300</b>	<b>84%</b>
<b>60 Office Expenses</b>				
61 Water Billing System	177	2,127	2,100	101%
62 Supplies & Equipment	317	9,410	9,900	95%
63 Copier Lease & Printing Supplies	476	4,432	6,000	74%
64 Dues & Subscriptions	-	943	4,900	19%
65 Postage	653	7,904	7,900	100%
66 Printing & Publications	-	2,650	6,200	43%
67 Computer Services	2,865	34,226	36,800	93%
68 Office Storage	500	6,000	6,100	98%
69 Air Conditioning Servicing	418	5,016	4,900	102%
70 CA Water Systems Alliance	208	2,333	2,500	93%
71 Office Expenses - Other	-	1,940	2,900	67%
<b>72 Total Office Expenses</b>	<b>5,615</b>	<b>76,980</b>	<b>90,200</b>	<b>85%</b>
<b>73 Support Services</b>				
74 Temporary Labor	6,748	24,201	-	0%
75 Financial Audit	1,519	15,654	22,500	70%
76 Accounting	5,642	32,390	35,000	93%
77 Legal Services	-	58,001	52,000	112%
78 Bank Service Charges	47	680	700	97%
79 Payroll Service	302	4,351	4,700	93%
80 Website Support	75	975	900	108%
81 General Liability Insurance	2,075	23,882	23,400	102%
<b>82 Total Support Services</b>	<b>16,407</b>	<b>160,134</b>	<b>139,200</b>	<b>115%</b>

**Cabazon Water District**  
**Profit & Loss**  
June 2020

	June 2020	Current YTD	FY 19/20 Budget	YTD (100%)
83 Training/Travel	202	12,799	26,400	48%
84 Other Fees/SWRCB	-	8,840	7,100	125%
85 Service Tools & Equipment				
86 Shop Supplies and Small Tools	143	8,511	8,700	98%
87 Vehicle Fuel	2,205	16,846	16,600	101%
88 Employee Uniforms	162	1,049	1,800	58%
89 Safety	-	157	500	31%
90 Tractor Expenses	-	3,040	7,500	41%
91 Equipment Rental	-	1,174	2,000	59%
92 Service Trucks - R&M	-	17,517	14,200	123%
93 Water Ops Phone & Internet	298	2,907	2,400	121%
94 Total Service Tools & Equipment	2,807	51,201	55,700	92%
95 <b>NON-OPERATING EXPENSES</b>				
96 Grant & Loan Processing Fee	-	1,325	1,400	95%
97 DWR Interest Expense	-	9,141	9,100	100%
98 DHPO Interest Expense	-	7,845	7,900	99%
99 Bad Debt Expense	-	-	1,200	0%
100 Miscellaneous	3,032	4,003	1,100	364%
101 <b>TOTAL NON-OPERATING EXPENSES</b>	3,032	22,314	20,700	108%
102 <b>TOTAL EXPENSES</b>	99,644	1,282,068	1,309,600	98%
103 <b>TOTAL INCOME BEFORE CAPITAL &amp; GSA</b>	92,991	436,578	400,800	109%
104 DHPO Capacity Credit	(1,750)	(21,000)	(21,000)	100%
105 <b>CAPITAL PROJECTS</b>				
106 Main Street Improvements (Icehouse Imp.)	(5,240)	(29,405)	(30,000)	98%
107 Meter Replacements & Other Capital	-	(14,435)	(22,000)	66%
108 New Vehicle Purchase	-	-	(37,000)	0%
109 <b>TOTAL CAPITAL PROJECTS</b>	(5,240)	(43,840)	(89,000)	49%
110 <b>DEBT - PRINCIPAL</b>				
111 Debt Service Principal - DWR	-	(39,550)	(39,600)	100%
112 Debt Service Principal - DHPO (Zion)	-	(80,847)	(80,800)	100%
113 <b>TOTAL DEBT - PRINCIPAL</b>	-	(120,397)	(120,400)	100%
114 <b>SGMA / GSA</b>	-	(27,950)	(60,000)	47%
115 <b>NET INCOME / (LOSS)</b>	<b>\$ 86,001</b>	<b>\$ 223,391</b>	<b>\$ 110,400</b>	<b>202%</b>

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.



## New Business

### Item #1 – Discussion/Action Item:

Approval of Cost Sharing Agreement (with non-substantive changes) between CWD, City of Banning, Banning Heights Mutual Water Co., San Gorgonio Pass Water Agency (SGPWA), Mission Springs Water District, and Desert Water Agency in regards to the SGPWA Groundwater Sustainability Plan (GSP).

**COST SHARING AGREEMENT BETWEEN THE  
CABAZON WATER DISTRICT, CITY OF BANNING, BANNING HEIGHTS  
MUTUAL WATER COMPANY, SAN GORGONIO PASS WATER AGENCY,  
MISSION SPRINGS WATER DISTRICT, AND DESERT WATER AGENCY**

THIS COST-SHARING AGREEMENT (“**Agreement**”) is made as of \_\_\_\_\_, 2020 (“**Effective Date**”), by and between the CABAZON WATER DISTRICT (CWD), CITY OF BANNING (Banning), BANNING HEIGHTS MUTUAL WATER COMPANY (BHMWC), SAN GORGONIO PASS WATER AGENCY (SGPWA), and MISSION SPRINGS WATER DISTRICT (MSWD), and ~~DESERT WATER AGENCY (DWA)~~, each a ~~member~~ member agency of the San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA) and ~~DESERT WATER AGENCY (DWA-GSA)~~. The ~~member~~ agencies may individually be referred to as a “PartyMember” or collectively as the “PartiesMembers.”

**RECITALS**

A. The ~~Members~~Parties are member agencies of the three GSA’s within the San Gorgonio Pass Subbasin San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA), formed by law and/or memorandum of agreement pursuant to the Sustainable Groundwater Management Act (SGMA). CWD, Banning, BHMWC, and SGPWA are ~~members~~members of the San Gorgonio Pass Groundwater Sustainability Agency (SGP-GSA), formed by memorandum of agreement pursuant to SGMA for the purpose of managing that portion of the San Gorgonio Pass Subbasin (Basin) encompassed by the MembersMembers’ collective regulatory jurisdictions;

B. MSWD and SGPWA have established a two-party groundwater sustainability agency to manage the Verbenia area of the Basin and which is referred to as the Verbenia-GSA;

C. DWA formed a groundwater sustainability agency to manage that portion of the Basin exclusively within the DWA service area and which is referred to as the DWA-GSA;

BD. The ~~Members~~Parties are responsible for developing a Groundwater Sustainability Plan (GSP or Plan) or Plans for the Basin to be implemented no later than January 1, 2022 and designed to ensure the sustainable management of the Basin by January 1, 2042. By Memorandum of Agreement dated March 2017 (MOA), the MembersParties decided to develop a single GSP;

BE. The ~~Members~~Parties may, from time to time, need to retain consultants or other professional services for the purpose of assisting the ~~SGP-GSA~~ in developing the ~~groundwater sustainability plan (GSP)~~ for the Basin.

CF. SGPWA has been awarded two grants from the State of California, pursuant to Water Code § 79700 et seq. (Proposition 1) in the amount of \$1 million each, for a total of \$2 million, for the development of the GSP, including actions to benefit disadvantaged and severely disadvantaged communities within its jurisdictional boundaries (the “Grant Funds”);:

DG. The MembersParties intend that the Grant Funds shall be used for the benefit of all MembersParties.

EH. Consistent with Section VIII of the MOA, ~~The~~ MembersParties enter into this Cost Sharing Agreement to memorialize the allocation of costs attributed to each MemberParty for the use of certain technical and legal consultants for development of the Plan.

**AGREEMENT**

NOW, THEREFORE, the MembersParties hereby agree as follows:

1. Contracting MemberParty. SGPWA shall, at the direction and with the approval of the MembersParties, make and enter into contracts to secure the services of consultants and other professionals as necessary and appropriate for the purpose of developing the GSP.

2. Proposition 1 Grant Funds. Costs for consultants and other professionals shall be reimbursed first from the Grant Funds, ~~where appropriate~~ as allowed by the grants.

3. Shared Costs. All costs for consultant and/or other professional services that cannot be reimbursed from Grant Funds shall be Shared Costs of the MembersParties. SGPWA agrees to fund the services up front. Each MemberParty agrees to reimburse SGPWA its for such Member'sParty's share of the Shared Costs on a periodic basis in arrears for the costs of the services provided hereunder based on the allocation of costs as set forth herein, ~~or on an equal basis, as agreed to in writing by the Members~~. The MembersParties agree that all charges to each MemberParty for services provided under this Agreement shall be based on the actual costs without any allowance or margin for profit to the other MemberParty.

4. Shared Cost Allocation. The Shared Costs shall be allocated among the MembersParties as follows:

SGPWA:	5/15 of the shared costs or 33.333%
City of Banning:	2/15 of the shared costs or 13.333%
Banning Heights MWC:	2/15 of the shared costs or 13.333%
Cabazon Water District:	2/15 of the shared costs or 13.333%
Mission Springs Water District:	2/15 of the shared costs or 13.333%
Desert Water Agency:	2/15 of the shared costs or 13.333%
Total:	15/15 or 100.0%

5. Relationship. Nothing in this Agreement creates either: (a) a fiduciary duty among the MembersParties or with any third party or (b) an attorney-client relationship between any attorney and any MemberParty that is not represented by that attorney as its counsel.

6. Books and Records. Each MemberParty shall maintain appropriate and accurate books of account and records relating to the services utilized by the MembersParties under this Agreement, and such books of account and records shall be accessible for inspection by representatives (including the auditors) of the other MemberParty at any time during normal business hours. In particular, SGPWA shall maintain appropriate and accurate books of account

and records relating to the GSP preparation and use of the Grant Funds, and shall periodically update the other MembersParties as to GSP budgeting and use of Grant Funds. Except in the ordinary course of business of each MemberParty, the other shall, and shall use commercially reasonable efforts to cause each of its employees, contractors, agents, officers and directors to, keep confidential any and all information he or she may obtain from time to time in connection with the services he or she renders under this Agreement.

7. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until adoption by the SGP-GSA and submission to the Department of Water Resources of a Plan, or until terminated by mutual written agreement of the MembersParties.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the MembersParties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement.

9. Entire Agreement. This Agreement contains the entire agreement and understanding among the MembersParties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

10. Alternative Dispute Resolution. The MembersParties shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. If a dispute is unable to be informally resolved or settled by the MembersParties, then thirty (30) days prior to filing any legal action, other than a legal action for temporary injunctive relief as contemplated herein, the ~~executive officers~~ general managers of each MemberParty shall meet together in person in good faith to endeavor to reach a mutually beneficial resolution and settlement of such dispute.

11. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the MembersParties hereto have executed this Agreement as of the Effective Date.

**CABAZON WATER DISTRICT**

*Approved By:*

\_\_\_\_\_

Date

*Approved As To Form:*

\_\_\_\_\_

General Counsel

**CITY OF BANNING**

*Approved By:*

\_\_\_\_\_

Date

*Approved As To Form:*

\_\_\_\_\_

General Counsel

**BANNING HEIGHTS MUTUAL WATER COMPANY**

*Approved By:*

\_\_\_\_\_

Date

*Approved As To Form:*

**SAN GORGONIO PASS WATER AGENCY**

*Approved By:*

\_\_\_\_\_

Jeff Davis, Executive Director

\_\_\_\_\_

Date

*Approved As To Form:*

\_\_\_\_\_

General Counsel

**MISSION SPRINGS WATER DISTRICT**

*Approved By:*

\_\_\_\_\_

\_\_\_\_\_

Date

*Approved As To Form:*

\_\_\_\_\_

General Counsel

**DESERT WATER AGENCY**

*Approved By:*

\_\_\_\_\_

\_\_\_\_\_

Date

*Approved As To Form:*

\_\_\_\_\_

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General Counsel

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General Counsel

New Business

Item #2 – Discussion/Action Item:

Approval of 2020 Local Agency Biennial Notice  
Conflict of Interest Code  
No Changes

## 2020 Local Agency Biennial Notice

Name of Agency: Cabazon Water District

Mailing Address: PO Box 297, Cabazon, CA 92230

Contact Person: Ellie Lemus Phone No. (951) 849-4442 Ext. 2

Email: elemus@cabazonwater.org Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

**An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**



## New Business

Item #3 – Discussion/Action Item:

RESOLUTION 06-2020: Approving SDRMA's MOU  
regarding Health Insurance Plans

RESOLUTION NO. 06-2020

**A RESOLUTION OF THE OF THE (GOVERNING BODY) OF Cabazon Water District  
APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN  
THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS  
PROGRAM**

**WHEREAS**, Cabazon Water District, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

**WHEREAS**, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

**WHEREAS**, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

**WHEREAS**, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:**

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to

consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
ENTITY Secretary



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.**

**WHEREAS**, on August 1, 2006, SDRMA was appointed administrator for the purpose of enrolling small public entities into the CSAC - Excess Insurance Authority Health's ("CSAC-EIA Health") Small Group Health Benefits Program (hereinafter "PROGRAM"); and

**WHEREAS**, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by CSAC-EIA Health Committee for the PROGRAM (the "COMMITTEE") and not SDRMA; and.

**WHEREAS**, ENTITY desires to enroll and participate in the PROGRAM.

**NOW THEREFORE**, SDRMA and ENTITY agree as follows:

1. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. **ENTRY INTO PROGRAM.** ENTITY shall enroll in the PROGRAM by making application through SDRMA which shall be subject to approval by the PROGRAM's Underwriter and governing documents and in accordance with applicable eligibility guidelines.
3. **MAINTENANCE OF EFFORT.** PROGRAM is designed to provide an alternative health benefit solution to all participants of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional). ENTITY public officials may participate in the PROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
4. **PREMIUMS.** ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, public officials, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an



administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

- 5. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to PROGRAM underwriter for approval.
- 6. **COVERAGE DOCUMENTS.** Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.
- 7. **PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
- 8. **ASSESSMENTS.** Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:
  - a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
  - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.



- c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
  - d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.
9. WITHDRAWAL. ENTITY may withdraw subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY may rescind its notice of intent to withdraw. Once ENTITY withdraws from the PROGRAM, there is a 3-year waiting period to come back into the PROGRAM, and the ENTITY will be subject to underwriting approval again.
  10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.
  11. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.
  12. VENUE. Venue for any dispute or enforcement shall be in Sacramento, California.
  13. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
  14. COMPLETE AGREEMENT. This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement of the ENTITY.
  15. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
  16. AMENDMENT OF MEMORANDUM. This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.
  17. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA.



18. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

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

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

Special District Risk  
Management Authority

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

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

Cabazon Water District

Current Plan Proposed Plans (selection of any of these three)

Employee Name	Health Net			SDRMA			SDRMA			SDRMA			Savings			
	Monthly Premium	Employee Pays	District Pays	Monthly Premium	Employee Pays	District Pays	Monthly Premium	Employee Pays	District Pays	Monthly Premium	Employee Pays	District Pays	Monthly Premium	Employee Pays	District Pays	Total (HN)
Employee 1	\$3,854.24	\$0.00	\$3,854.24	\$2,213.40	\$0.00	\$2,213.40	\$1,834.98	\$0.00	\$1,834.98	\$718.08	\$143.62	\$851.54	\$569.16	\$113.83	\$455.33	\$2,391.36
Employee 2	\$1,782.50	\$356.50	\$1,426.00	\$853.74	\$170.75	\$682.99	\$718.08	\$143.62	\$851.54	\$718.08	\$143.62	\$851.54	\$569.16	\$113.83	\$455.33	\$970.67
Employee 3	\$617.79	\$123.56	\$494.23	\$853.74	\$170.75	\$682.99	\$718.08	\$143.62	\$851.54	\$718.08	\$143.62	\$851.54	\$569.16	\$113.83	\$455.33	\$38.90
Employee 4	\$2,240.03	\$448.01	\$1,792.02	\$1,706.46	\$341.29	\$1,365.17	\$1,414.74	\$282.95	\$1,131.79	\$1,414.74	\$282.95	\$1,131.79	\$1,135.26	\$227.05	\$908.21	\$883.82
Totals:		\$928.06	\$7,566.50	\$682.79	\$4,944.55	\$2,621.94	\$570.18	\$4,115.70	\$3,450.80	\$454.72	\$3,291.74	\$4,274.75				

Monthly Rate (12 pay periods) POS 12/1/2019 Rate Guaranteee Until 1/1/2021

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### VSP VISION OPTIONS

Proposed Plan (Employee to Choose Any One of These)

Vision Benefits	Option 1- PLAN A		Option 2- PLAN B		Option 3- PLAN B		Current Plan HealthNet Vision	
	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network
Exam	Copay \$25	Plan pays up to: Up to \$50	Copay \$25	Plan pays up to: Up to \$50	Copay \$15	Plan pays up to: Up to \$50	Copay \$10	Plan pays up to: \$45
<b>Lenses</b>								
Single	Combined with Exam	Up to \$50	Combined with Exam	Up to \$50	Combined with Exam	Up to \$50	\$25	\$45
Bifocal	Combined with Exam	Up to \$75	Combined with Exam	Up to \$75	Combined with Exam	Up to \$75	\$25	\$65
Trifocal	Combined with Exam	Up to \$100	Combined with Exam	Up to \$100	Combined with Exam	Up to \$100	\$25	\$85
Lenticular							\$25	Up to \$80
Standard Progressive	No Copay	Up to \$75	No Copay	Up to \$75	No Copay	Up to \$75	\$90	\$60
Premium Progressive	\$80-\$90	Up to \$75	\$80-\$90	Up to \$75	\$80-\$90	Up to \$75	\$90, plus 80% of charge less \$120 Allowance	\$60
<b>Frames</b>								
	\$130 Allowance for wide selection; \$150 for for featured brands; \$70 Walmart/Costco; 20% Savings on Amount over your allowance	Up to \$70	\$130 Allowance for wide selection; \$150 for for featured brands; \$70 Walmart/Costco; 20% Savings on Amount over your allowance	Up to \$70	\$130 Allowance for wide selection; \$150 for for featured brands; \$70 Walmart/Costco; 20% Savings on Amount over your allowance	Up to \$70	\$100 Allowance. Plus 20% off balance over allowance	\$45
<b>Contact Lenses - Elective</b>								
	\$130 Allowance/ Fitting and Evaluation Up to \$60	Up to \$105	\$130 Allowance/ Fitting and Evaluation Up to \$60	Up to \$105	\$130 Allowance/ Fitting and Evaluation Up to \$60	Up to \$105	\$90 Allowance Conventional: No Copay, plus 15% discount off balance over allowance Disposables: \$0 Copay, plus balance over allowance	\$105
<b>Contact Lenses - Medically Necessary</b>								
	\$130 Allowance/ Fitting and Evaluation Up to \$60	Up to \$105	\$130 Allowance/ Fitting and Evaluation Up to \$60	Up to \$105	\$130 Allowance/ Fitting and Evaluation Up to \$60	Up to \$105	No Copay	Up to \$210
<b>Lens Options</b>								
UV Coating	Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		\$15	N/A
Tint (Solid and Gradient)	Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		\$15	N/A
Standard scratch-resistant	Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		\$15	N/A
Standard polycarbonate	Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		\$40	N/A
Standard anti-reflective	Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		\$45	N/A
Other add-ons and services	Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		Average Savings 35-40% on lense enhancements		20% Discount	N/A
<b>Laser Vision Correction</b>								
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price		15% off retail price or 5% off promotional price		15% off retail price or 5% off promotional price		15% off retail price or 5% off promotional price	N/A
<b>Frequency of Services</b>								
Eye Examination	12 months		12 months		12 months		12 months	
Lenses	24 months		12 months		12 months		24 months	
Frames	24 months		24 months		24 months		24 months	
Contact Lenses <sup>1</sup>	24 months		12 months		12 months		24 months	
<b>Rates</b>								
Employee Only	\$6.53		\$7.55		\$7.96		\$8.06	
Employee + 1 Dependent	\$12.65		\$14.69		\$15.30		\$15.31	
Employee + 2 or More Dependents	\$19.99		\$23.26		\$24.38		\$24.18 or \$16.12	

<sup>1</sup>Contact lenses are in lieu of spectacle lenses and frames. Document, the Plan Document will prevail.

SDRMA DENTAL HMO BENEFITS	Proposed Plan (Employee Chooses Either of These)		Current Plan
	DeltaCare Plan 10A Participating Providers (You Pay)	DeltaCare Plan 11A Participating Providers (You Pay)	Health Net DHMO Plus 150 (You Pay)
<b>Diagnostic and Preventive</b>			
Periodic Oral Evaluation	No Charge	No Charge	No Charge
X-Rays	No Charge	No Charge	No Charge
Teeth Cleaning	No Charge	No Charge	No Charge
Topical Fluoride	No Charge	No Charge	No Charge
Sealants - per tooth	\$5	\$10	N/A
<b>Restorative</b>			
Amalgam Filling 1-4 Surfaces	\$0	\$0	\$0
Resin - one surface, anterior	\$0	\$0	\$0
<b>Endodontics (Root Canal Therapy)</b>			
Pulp Cap	No Charge	No Charge	N/A
Therapeutic Pulpotomy	\$0	\$0	N/A
Root Canal Therapy - anterior	\$45	\$55	\$95-\$125
<b>Periodontics</b>			
Gingivectomy - per quadrant	\$80	\$130	N/A
Osseous Surgery - per quadrant	\$175	\$280	N/A
Scaling and Root Planning - per quadrant	\$0	\$25	\$35
<b>Oral Surgery</b>			
Extractions - Impacted tooth: soft tissue	\$25	\$50	\$35
Extractions - Impacted tooth: partial bony	\$50	\$70	N/A
Extractions - Impacted tooth: full bony	\$70	\$90	N/A
<b>Prostodontics</b>			
Complete - Upper or Lower	\$100	\$145	\$175
Immediate - Upper or Lower	\$120	\$165	N/A
Partial Denture - Upper or Lower	\$120	\$160	N/A
<b>Crown and Bridge</b>			
Inlay / Onlay	\$0	\$0	N/A
Crown - Porcelain/Ceramic Substrate	\$195	\$240	N/A
Crown - Porcelain Fused to High Noble Metal	\$195	\$240	\$150
Crown - Full Cast High Noble Metal	\$170	\$210	\$150
<b>Orthodontics - comprehensive</b>			
Child to age 19	\$1,700	\$1,700	\$1,695
Member over age 19	\$1,900	\$1,900	\$1,695
<b>Employee Only</b>	\$ 19.79	\$ 17.14	\$ 19.89
<b>Employee and One Dependent</b>	\$ 35.29	\$ 30.50	\$35.82 or \$37.79
<b>Employee + 2 or More</b>	\$ 52.02	\$ 44.68	\$ 55.71

## New Business

### Item #4 – Discussion/Action Item:

Approval of “Name the Water Dinosaur” youth drawing contest and donation plaque to Kerri Mariner for her donation of a dinosaur statue.

## Old Business

### Item #1 – Discussion/Action Item:

District Office A/C System Repair – Quote #012320139A  
from Ontario Refrigeration

(Multiple quotes from other vendors were sought, but no one has responded to our requests other than Ontario Refrigeration)



## MEMORANDUM

DATE: February 12, 2020  
TO: The Cabazon Water District Board of Directors  
FROM: Ellie Lemus, AGM  
SUBJ: District Office A/C System Repair

---

Dear Board of Directors,

Please see the following facts:

- The District's air conditioning (A/C) system is run on a computer-based system (the computer is configured to turn on/off the a/c and heating system during certain time-frames and at preset temperatures). This is supposed to be an energy-efficient a/c system, which the District inherited from the County of Riverside when they provided us with this building.
- Ontario Refrigeration was contacted to look at our A/C system (it was running at a time when it shouldn't have been), and they discovered the following issues:
  - a. The computer that hosts the A/C system is outdated (no longer supported by Microsoft). The Ontario Refrigeration technician was unable to work on it, since it continuously crashes.
  - b. Since the computer is no longer functioning, the A/C system is currently running on an old preset command. We cannot adjust the times it will run, the temperatures, etc.
  - c. The current control system on the old computer is proprietary (a certain brand only sold to select vendors; only select vendors may order, purchase, install items on the current control system). It is also outdated/obsolete.
    - i. Ontario Refrigeration is recommending that the current control system be replaced with a Johnson Control System, which is **not** proprietary; any HVAC contractor can purchase and repair this system, which does not limit the District to specific vendors.

Cabazon Water District  
14618 Broadway Street  
PO Box 297  
Cabazon, CA 92230  
[www.cabazonwater.org](http://www.cabazonwater.org)

Bus. (951) 849-4442

Fax (951) 849 2519

- The District currently has an Assured Service Program (ASP), which covers items that break/wear out. It does not cover items that are obsolete (which is the situation we are currently in; the control system is obsolete).
- Before the current computer/control system became unusable, the District was only able to adjust temperatures/control a/c times via the one dedicated a/c computer, by having an Ontario tech make the changes.
- If the new system is purchased and installed, the new controls do not require one specific work station. The District's IT department can provide remote access, enabling the control system to be accessed on any PC, tablet, or smart phone. Password management can restrict the ability to make changes, preventing someone from modifying the program or make adjustments that could damage the A/C units.
- Although the entire a/c system is obsolete according to Ontario, they agree to replace any failed component under the District's current ASP agreement, as they are trying to meet the District halfway and share the costs (see attached email).
- If the new controller (computer system) is installed, it would be covered under the current ASP service agreement; if it should fail, Ontario would cover the repair/replacement.

The attached quote is for replacement of the control system (A/C computer system). It is not for the A/C Component system (fans, belts, etc.), but via the email, Ontario Refrigeration will replace those items under the current contract as they fail.

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# Ontario Refrigeration

(909) 984-2771 Fax (909) 988-7522

## PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Page
January 23, 2020	012320139A	1 of 1

### AGREEMENT BETWEEN:

Cabazon Water District  
 14-618 Broadway Street  
 Cabazon, Ca. 92230

AND

**Ontario Refrigeration Service, Inc.**  
 635 S. Mountain Ave.  
 Ontario, CA 91762

hereinafter CUSTOMER

hereinafter Ontario Refrigeration

### SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Same as Above

### ONTARIO REFRIGERATION WILL PROVIDE THE FOLLOWING TO CUSTOMER:

#### INSTALL NEW JOHNSON CONTROLS FX80 SUPERVISORY CONTROLLER

- Remove failed Schneider Electric Server and install new Johnson Controls FX80 Supervisory Controller
- Import existing devices from the VAV boxes
- Install BACNET cards for each rooftop units
- Import BACNET points from the rooftop units and setup writable points as needed
- Set up scheduling, VAV graphics, floor graphics and rooftop equipment graphics

Price to perform system upgrade as outlined above is \$21,803.00

\*Exclusions: Engineering, electrical, or anything not listed above

\*\*Customer to provide remote access to building controls so programming can be performed off site

\*\*\*Due to building design, controls upgrade will not eliminate all comfort issues and concerns

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost or material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approval by the President of Ontario Refrigeration as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto on the reverse hereof, and no person has authority to make any claim, representation, promise or condition on behalf of Ontario Refrigeration which is not expressed herein. Proposal valid for 45 days from original proposal date.

### CUSTOMER

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Ontario Refrigeration

*Ricardo Chavira*

\_\_\_\_\_  
Signature (Sales Representative)

**Approved by Contractor:**

\_\_\_\_\_  
Signature Phil Talleur

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

S C O P E O F S E R V I C E

## Additional Agreement Terms and Conditions

44/

1. Ontario is obligated to perform only the items of project work listed on page 1 of this Agreement and any items described in any written change order hereafter signed by Customer and Ontario. As reasonably necessary to perform the specified work, Customer shall provide Ontario access to all equipment and work areas and shall allow Ontario to start and stop any equipment. Customer shall also provide Ontario's personnel with all Material Safety Data Sheets (MSDS) applicable to Ontario's work and as required by OSHA's Hazard Communication Standard Regulations. All work shall be performed during Ontario's normal working hours unless otherwise indicated on page 1.

2. Ontario warrants its workmanship to be free from defect for a period of thirty (30) days from the date said work is performed. If Ontario's workmanship proves to be defective within said thirty days, Ontario will repair or replace its work, at Ontario's option, and at no cost to Customer, provided, Customer has given Ontario written notice of said defect within 35 days of the date the defective work was originally performed. If any replacement item, materials, or equipment listed on page 1 should prove to be defective, Ontario shall assign to Customer the benefits of any manufacturer's warranty to the fullest extent any such warranty may be assigned by Ontario. Removal and replacement of any equipment or materials covered under a manufacturer's warranty will be at Customer's expense and at Ontario's then current rates.

3. Except as set forth in paragraph 2 of this Agreement, Ontario makes **NO WARRANTIES, EXPRESS OR IMPLIED**, concerning the work, labor, materials or equipment being provided by it under this Agreement, and hereby excludes and disclaims all express and implied warranties, including the implied warranties of merchantability and fitness for any particular purpose or use.

4. The price stated on page 1 is a discounted price contingent upon Ontario's receipt of payment by cash or check. The cash discount reflected in this price is five percent. Customer agrees to pay all invoices within ten (10) days of the invoice date. If payment in full is not received by Ontario within 15 days of the invoice date, all unpaid amounts shall accrue interest at the rate of 1.5% per month from the date of the invoice until paid in full. Ontario shall have the right to stop all work, including any warranty work, to the extent any invoice concerning the work described on page 1 has not been paid in full.

5. Ontario shall only perform the work specified on page 1 and no other work shall be performed without prior written authorization from Customer that is accepted, in writing, by Ontario and which sets forth the additional cost to be paid for such extra work.

6. It is understood and agreed that Ontario has **NO** responsibility for performing, completing or paying for any of the following items:

a. Moving, modifying, or altering the building structure in any manner in order to carry out its obligations under this Agreement;

b. Identifying, abating, handling, encapsulating or removing any hazardous substance or material, except any refrigerant specially identified on page 1 for removal by Ontario;

c. Indemnifying Customer from any liability or damage related to Ontario's work, except for such liability or damage caused by the sole negligence of willful misconduct of Ontario or its employees that is not limited or waived under paragraph 8.

d. All taxes or other governmental charges relating to the Services, transfer, use, ownership, servicing or possession of any equipment relating to this Agreement.

7. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Ontario and its agents and

employees from and against all claims, damages, losses, and expenses, of every nature, including but not limited to attorney's fees, arising from or in any way related to the work, labor, equipment and materials being provided by Ontario under this Agreement, except that Customer shall not have any obligation to indemnify Ontario from such claims, damages, losses, and/or expenses that are attributable to the sole negligence of willful misconduct of Ontario or its employees.

8. In the event of any breach of contract by Ontario or damage or loss attributable to the tortious conduct of Ontario or one or more of its agents or employees, or any damage or loss for which Ontario might be held strictly liable, Ontario's liability for such damage or loss shall be limited to the dollar amount of this Agreement. Customer further agrees that Ontario does not have any liability to Customer, or Customer's agents, employees, tenants, lessees, or invitees, for any loss of use, loss of profit, delay damages, increased operating or maintenance costs, or any other special or consequential damages resulting from Ontario's performance of, or failure to perform, its obligations under this Agreement, all such damages being hereby waived and released by Customer. Customer also agrees that Ontario is not responsible for any loss or compensatory damages of Customer, or increased cost(s) for Ontario to perform this Agreement, where any such loss, damage or increased cost is attributable to Acts of God or other circumstances not reasonably foreseeable by the parties at the time they entered into this Agreement.

9. In the event of legal action or arbitration proceedings to enforce the terms of this Agreement, or any provisions herein, the successful and prevailing party shall be entitled to recover its reasonable attorney's fees and expert witness fees and expenses, in addition to any other relief to which that party may be entitled, at law or in equity. Any legal action or arbitration proceeding concerning any rights and liabilities relating to, or arising from, this Agreement or the work being performed under this Agreement, with the exception of any legal action for collection of amounts due, must be filed within one (1) year of the date of the event giving rise to any such claim under this Agreement.

10. The parties agree to resort to binding arbitration for the resolution of any claim either party may have against the other where the total value of either party's claim against the other, exclusive of interest, attorney's fees, and arbitration fees and costs, is less than \$75,000. Any arbitration under this agreement shall be conducted before the American Arbitration Association in accordance with its Fast Track Procedures in effect on the date this Agreement is signed. Under no circumstances shall any arbitrator have authority to issue any award in excess of \$75,000, exclusive of interest, attorney's fees, and arbitration fees and costs. All claims of either party in excess of \$75,000 shall be resolved through litigation within a court of competent jurisdiction in the county in which the work is performed.

11. Customer acknowledges that Ontario's employees are valuable assets to Ontario and Customer agrees that it will not hire any employee of Ontario for a period of 180 days after completion of the work described in this Agreement. In the event of a breach of this provision by Customer, Customer shall pay to Ontario the salary Ontario paid to that employee during the twelve months preceding Customer's breach of this provision, plus all expenses paid by Ontario to train that employee during the preceding two year period.

12. Any notice that is required to be given under this Agreement must be in writing and sent via certified or registered mail to the address set forth on the first page of this Agreement for the party intended to receive such notice.

13. This document represents the entire agreement between Ontario and Customer and supersedes any prior or contemporaneous oral and written communications or agreements. This Agreement can only be modified in a writing that is signed by both parties. Any purchase order or other document hereafter issued by Customer shall only be for purposes of identification and/or billing and shall not serve to modify this Agreement in any respect.



**Elizabeth Lemus**

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**From:** Dave Bunnell <DBunnell@ontref.com>  
**Sent:** Thursday, February 6, 2020 12:33 PM  
**To:** Elizabeth Lemus  
**Subject:** My contact information

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ellie,

It was very nice meeting you today. As requested, I am sending you my contact info:

David Bunnell  
 Office = 909-984-2771  
 E-mail = [DBunnell@OntRef.com](mailto:DBunnell@OntRef.com)  
 Cell = 909-635-8378

If you ever call my cell, please be sure to leave a voice mail. As a rule, I do not give out my cell number, so if it rings and the number calling is not in my contacts, I do not answer because 99% it is a solicitor.

Some key points to remember about our recommendation:

- The Johnson control system is not proprietary. Any HVAC contractor can purchase the front end or any other components.
- The reason we are not covering the replacement of the front-end is due to the controls are obsolete. Our ASP service agreement does not cover obsolescence.
- Should a unitary control board or thermostat fail, I agree to replace the failed component under the ASP service agreement...even though those components are obsolete as well – this is my effort to meet the water district half way and share the costs.
- The new controls do not require a work station. As long as your IT dept can provide remote access, the control system can be accessed via any PC, tablet or smart phone. Password management can restrict the ability to make changes preventing someone from modifying the program or make adjustments that could damage the AC units.
- The graphics of the new controls will be superior to the existing graphics making navigation of, and changes to, the controls very user friendly.
- The new controller would be covered under the ASP service agreement, if it fails, Ont Ref will cover the repair/replacement under our ASP service agreement.

Please feel free to contact me if you need further assistance.

Have a great day.

David Bunnell  
 Service Manager  
 909-984-2771  
 909-988-7522 Fax

## Old Business

Item #2 – Discussion/Action Item:

Staff Report Regarding Diesel Engine Generator  
Conversion



# MEMORANDUM

DATE: July 23, 2020

TO: Board of Directors

FROM: C. Louie

SUBJ: RE: Staff Report – Converting W2 Generator

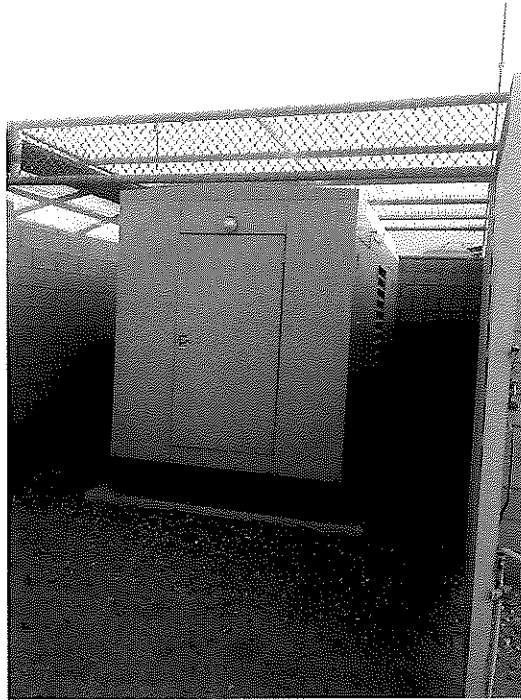
cc: Lemus  
Wolny

## SUMMARY

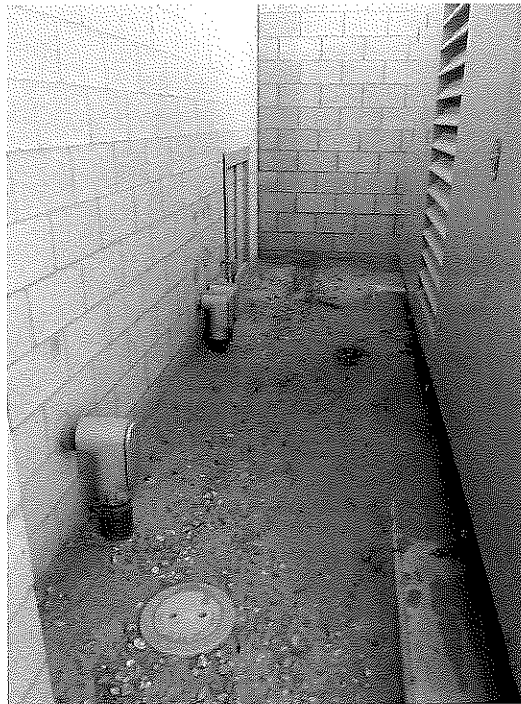
During the 06/16/20, regular water board meeting, Chairperson Lynk directed the General Manager to investigate the possibility of converting the existing diesel engine generator at production well #2 (W2).

## STATEMENT OF FACTS

1. The diesel engine generator backing up the production well pump at W2 is currently on a permanent foundation.
2. The generator is also permanently connected to W2. Wires and cables are run below grade through conduits. This could potentially result in converting W2 to the same portable connecting configuration at W1 (Production Well #1) which would cost more to convert.
3. Converting the diesel engine generator to a portable generator will require either a prefabricated trailer frame sufficient to support the weight which would include, but not limited to suspension, lighting to meet applicable California motor vehicle codes, and licensing.
4. The only District service vehicle that may be capable to tow the W2 diesel engine generator would be Unit #003, commonly refer as the *chlorine truck*.
5. The District’s diesel generator is a Detroit Diesel Spectrum 350.



The housing for the generator may have to be removed. Including a new or use trailer to be retro-fitted to accommodate the diesel engine generator.



The 3 sets of conduits would have to be removed and converted to a portable connection like production well #1.



The 3 conduits connects to the 3 control panels.  
The grey is the switching for the generator, the off-white is the control panel for the electric water well pump, and not pictured is the Edison panel.



The above is the photo of the actual generator inside the exterior housing.



Photo of a portable Detroit Diesel Spectrum 350. From an observation stand point, it may require a minimum of a  $\frac{3}{4}$  to a 1 ton truck to pull it. The District service vehicles (trucks) are  $\frac{1}{2}$  tons.

## Old Business

### Item #3 – Discussion/Action Item:

Well No. 1 Rehabilitation and Re-equipping Project Bid Review and Approval (two bids received; from Layne Christensen Co. and Legend Pump and Well Service, Inc.)



## MEMORANDUM

DATE: July 16, 2020  
TO: Board of Directors  
FROM: C. Louie – General Manager  
SUBJ: Staff Report - Well #1 Rehab Bids  
cc: Lemus

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### SUMMARY

Last year in the month of June 2019, Production Well #1 was pumping and producing unaesthetic drinking water.

I was determined that the cloudy drinking water was due to air bubbles trapped in the water and clears up quickly.

However, tracing the problem led us to production well #1 (W1). I have personal knowledge of working for this water district that W1 has not been rehabilitated for the last 16 years. Other production wells had been during my tenure with this water district.

### STATEMENT OF FACTS

On 07/01/20, a Pre-Bid Conference and Site Visit was held at W1. Three (3) entities attended this meeting. They were Layne Christensen Co., Legend Pump and Well Services, Inc., and Bakersfield Well & Pump, Co.

Layne Christensen Co. and Legend Pump and Well Services, Inc. were the only two well and pump services that submitted bids.

During the bid package check process, it was determined that Legend Pump and Well Services, Inc. bid was *non-responsive*. There were three (3) irregularities, one (1) was immaterial and two (2) were *non-responsive*. The missing bond notarization form is a minor issue and can be waived.

However, the other two (2) were modification to the bid form by Legend, included adding \$10,000 on Line Item 5 and a handwritten line item identified as 9A Water Truck - \$3,200. These are material errors and cannot be waived by the District.



### **Total Bid Prices**

Legend - \$238,158

Layne - \$366,088.75

### **OPTIONS**

District can reject all bids (*a reason doesn't have to be given*) and again go through the bid process.

Or the District can award Layne the contract.

### **FINANCIAL IMPACT**

1. Cost to run an ad.
2. Time frame 3 to 4 weeks.
3. Staff time
4. Bid check - \$300 to \$400

CABAZON WATER DISTRICT  
WELL NO. 1 REHABILITATION AND RE-EQUIPPING PROJECT

BID OPENING: JULY 8, 2020 AT 4:30 PM

DETAILED BID RESULTS

BID ITEM NO	BID ITEM DESCRIPTION	QTY	UNIT	LEGEND PUMP AND WELL SERVICE, INC.		LAYNE CHRISTENSEN COMPANY	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1	Mobilization, demobilization, insurance, management, and Contract Processing Costs	1	LS	N/A	17,160.00	N/A	18,000.00
2	Bail well clean and remove all fill material from bottom of well and measure depth of well.	45	LF	N/A	2,478.00	N/A	6,200.00
3	Wire brush well using rotary brush with nylon bristles, from ground surface to total depth of well, and bail well clean.	1	LS	N/A	11,976.00	N/A	32,000.00
4	Clarify well and perform video logging of well after brushing and bailing.	1	LS	N/A	950.00	N/A	1,300.00
5	Furnish chemical treatment (cleaning) solution consisting of the following chemicals, which shall be mixed above-ground and injected into the perforated (wire wrapped) sections of the casing.				10,000.00		
	A. Hydrochloric Acid Mfr: (Legend did not list Mfr) Mfr: (Layne listed Mfr: Brenntag Pacific)	675	GAL.	27.00	18,225.00	6.15	4,151.25
	B. Biocleaner Mfr: (Legend listed Mfr: NW-310) Mfr: (Layne listed Mfr: Johnson Well Products)	225	GAL.	119.00	26,775.00	113.00	25,425.00
	C. Surfactant Mfr: (Legend listed Mfr: NW-400) Mfr: (Layne listed Mfr: Johnson Well Products)	7.5	GAL.	9.00	67.50	94.00	705.00
	D. Neutralizing Agent Mfr: (Legend listed Mfr: Baroid IDP) Mfr: (Layne listed Mfr: Brenntag Pacific)	250	LB	0.80	200.00	700.00	700.00
	E. Other Mfr:		GAL.				
6	Chemically clean well, including chemical injection, swabbing, sampling, pH testing, and neutralization and disposal of wastewater.	1	LS	N/A	12,800.00	N/A	70,000.00
7	Wire brush well using rotary brush with nylon bristles, from ground surface to total depth of well, and bail well clean.	1	LS	N/A	4,583.00	N/A	28,650.00
8	Clarify well and perform video logging of well after chemical cleaning.	1	LS	N/A	1,150.00	N/A	1,300.00
9	Disinfect well, including furnishing and injection of disinfectant solution, swabbing, sampling, testing for chlorine and bacteria, and dechlorination and disposal of wastewater. Note that contractor should anticipate approximately 5 days of standby time required for disinfection and awaiting laboratory results before demobilization.	1	LS	N/A	9,280.00	N/A	24,000.00
10	Recondition existing discharge head, including sandblasting, inspection, and epoxy coating	1	LS	N/A	288.00	N/A	3,600.00
11	Furnish new 300 hp deep well vertical turbine pumping unit (premium efficiency and extra high thrust)	1	LS	N/A	19,552.00	N/A	39,750.00
12	Furnish 10" diameter column pipe.	860	LF	41.00	35,260.00	44.50	38,270.00
13	Furnish 3" diameter enclosing tube and 1-15/16" diameter line shaft, bearings, and couplings	860	LF	45.00	38,700.00	36.00	30,960.00
14	Furnish stabilizing spiders.	1	LS	N/A	483.00	N/A	250.00
15	Furnish 1/4" stainless steel air line, fastened to pump column with stainless steel bands.	550	LF	4.32	2,376.00	2.65	1,457.50
16	Install column, tube, and shaft, new pump with air line, new motor, existing discharge head, existing oil lubrication assembly, and all related work for a fully operable pumping unit.	1	LS	N/A	21,750.00	N/A	32,500.00
17	Clean up well site and restore to pre-rehabilitation conditions.	1	LS	N/A	1,264.00	N/A	7,300.00
<b>TOTAL BID PRICE:</b>					<b>(1) 238,517.50</b>		<b>(2) 366,518.75</b>



**BID FORMS**

1.1 Bid.

Bids will be received at 14618 Broadway, PO Box 297, Cabazon, CA 92230, until 16:30 hr. (4:30 pm) on Wednesday, July 8, 2020.

NAME OF BIDDER: Legend Pump and Well Service, Inc.

Cabazon Water District  
14618 Broadway  
P.O. Box 297  
Cabazon, CA 92230  
info@cabazonwater.org

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

**WELL NO. 1 REHABILITATION AND RE-EQUIPPING PROJECT**

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

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

Addenda No. N/A

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

## BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization, demobilization, insurance, management, and Contract Processing Costs	LS	1	N/A	\$17,160.00
2	Bail well clean and remove all fill material from bottom of well and measure depth of well.	LF	45	N/A	\$2,478.00
3	Wire brush well using rotary brush with nylon bristles, from ground surface to total depth of well, and bail well clean.	LS	1	N/A	\$11,976.00
4	Clarify well and perform video logging of well after brushing and bailing.	LS	1	N/A	\$950.00
5	Furnish chemical treatment (cleaning) solution consisting of the following chemicals, which shall be mixed above-ground and injected into the perforated (wire wrapped) sections of the casing.				\$10,000.00
	A. Hydrochloric Acid Mfr: _____	675	GAL.	27	\$18,225.00
	B. Biodispersant Mfr: <u>NW-310</u>	225	GAL.	119	\$26,775.00
	C. Surfactant Mfr: <u>NW-400</u>	7.5	GAL.	9	\$68.00
	D. Neutralizing Agent Mfr: <u>BAROID IDP</u>	250	<del>GAL</del> LB	.8	\$200.00
	E. Other Mfr: _____		GAL.		
6	Chemically clean well, including chemical injection, swabbing, sampling, pH testing, and neutralization and disposal of wastewater.	LS	1	N/A	\$12,800.00

7	Wire brush well using rotary brush with nylon bristles, from ground surface to total depth of well, and bail well clean.	LS	1	N/A	\$4,583.00
8	Clarify well and perform video logging of well after chemical cleaning.	LS	1	N/A	\$1,150.00
9	Disinfect well, including furnishing and injection of disinfectant solution, swabbing, sampling, testing for chlorine and bacteria, and dechlorination and disposal of wastewater. Note that contractor should anticipate approximately 5 days of standby time required for disinfection and awaiting laboratory results before demobilization.	LS	1	N/A	\$9,280.00
10	Recondition existing discharge head, including sandblasting, inspection, and epoxy coating	LS	1	N/A	\$288.00
11	Furnish new 300 hp deep well vertical turbine pumping unit (premium efficiency and extra high thrust)	LS	1	N/A	\$19,552.00
12	Furnish 10" diameter column pipe.	LF	860	\$41.00	\$35,600.00
13	Furnish 3" diameter enclosing tube and 1-15/16" diameter line shaft, bearings, and couplings	LF	860	\$45.00	\$38,000.00
14	Furnish stabilizing spiders.	LS	1	N/A	\$483.00
15	Furnish 1/4" stainless steel air line, fastened to pump column with stainless steel bands.	LF	550	\$4.32	\$2,376.00
16	Install column, tube, and shaft, new pump with air line, new motor, existing discharge head, existing oil lubrication assembly, and all	LS	1	N/A	\$21,750.00
9A	WATER TRUCK	WEEK	2	N/A	\$3,200.00

	related work for a fully operable pumping unit.				
17	Clean up well site and restore to pre-rehabilitation conditions.	LS	1	N/A	\$1,264.00

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

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

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

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

**TOTAL BID PRICE:**

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR WELL NO. 1 REHABILITATION AND RE-EQUIPPING PROJECT]	
\$	238,158.00
Total Bid Price in Numbers	
\$ TWO HUNDRED THIRTY EIGHT THOUSAND ONE HUNDRED FIFTY EIGHT	
Total Bid Price in Written Form DOLLARS.	
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

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

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

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

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

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

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

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

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

# 964537 / EXP. 8/21 / Class C-57, D21

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

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

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

**(signatures continued on next page)**



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

Executed at San Bernardino, on this 8 day of JULY, 2010

(Bidders Name - Print or Type)

Keith Collier President  
(Name and Title)

(Corporate Seal)

[Signature]  
(Signature)

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

Name Keith Collier Title President

Complete Address 1324 W. Rialto Ave, San Bernardino CA 92410

Phone (909) 384-1000 FAX (909) 384-1001

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

**CERTIFIED DATA**

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

a. Materials and Logs

1. Manufacturer of Deep Well Vertical Turbine Pumping Unit

Goulds Pump

2. Manufacturer of Vertical Hollow Shaft Electric Pumping Unit Motor

U.S. Motors

### 1.3 Designation of Subcontractors

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

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

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Video log	Groundwater Data				
N/A	—	—	—	—	—
N/A	—	—	—	—	—
N/A	—	—	—	—	—

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

(Attach additional sheets if necessary)

Name of Bidder Legend Pump and Well Service, Inc.

Signature 

Name and Title Keith Collier / President

Dated 07/08/2020

1.4 Bidder Information and Experience Form

INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: Legend Pump and Well Service, Inc.

2.0 Type, if Entity: INC.

3.0 Bidder Address: 1324 W. Rialto Ave San Bernardino, CA 92410

909 384-1001 909 384-1000 Facsimile Number Telephone Number

k.collier.legendpump@gmail.com Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? 10 YRS

5.0 How many years has Bidder's organization been in business under its present name? 10 YRS

5.1 Under what other or former names has Bidder's organization operated? N/A

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

6.1 Date of Incorporation: 2010

6.2 State of Incorporation: CA

6.3 President's Name: Keith Collier

6.4 Vice-President's Name(s):

6.5 Secretary's Name:

6.6 Treasurer's Name:

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

7.1 Date of Organization: N/A

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

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

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

Well Rehabilitation, pump sales and repairs  
\_\_\_\_\_

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

NO  
\_\_\_\_\_  
\_\_\_\_\_

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

NO  
\_\_\_\_\_  
\_\_\_\_\_

13.0 List Trade References:

PREFERRED PUMP  
MITCHELL LEWIS  
CUSTOM PIPE & SUPPLY

14.0 List Bank References (Bank and Branch Address):

CHASE BANK  
6245 RIVERSIDE AVE  
RIVERSIDE CA 92506  
951 778-0263

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

BOND EXCHANGE  
24800 CHRISTINA DR., STE 160  
MISSION VIEJO CA 92691

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**LIST OF COMPLETED PROJECTS – LAST THREE YEARS**

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

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
East Valley Water District	Well 3A - Convert Pump from oil to Water	4/20	\$ 149,000
Indio Water Authority	Well U & 3B Rehabilitation	11/18	\$ 600,000
City of Corona	Well 11A Rehab & Pump Equip.	2/20	\$ 101,559
Casitas Mutual Water District	Gorham Well 1 Rehabilitation	8/19	\$ 136,793
Lake Hemet Municipal Water	Sprague Booster Inspection & Replac.	6/20	\$ 75,000
South Mesa Water Company	Equip. New Booster Station 2A	4/20	\$ 234,160
City of Downey	Rehabilitate Well 16	11/19	\$ 165,000
City of Downey	Rehabilitate Well 23	4/18	\$ 145,000

**EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

**Personnel:**

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

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

Julio Martinez - Project Manager  
Sergio Mendivil - On site Super/Installer  
Brad Robinson - On site Super/Installer

2. Summarize each person's specialized education:

Julio Martinez - 20 yrs. pump industry  
Keith Collier - 27 yrs. pump and Well Industry

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

S. Mendivil - 15 yrs. + / pump & Well Rehab  
B. Robinson - 15 yrs. + / pump & well Rehab

4. Summarize such experience:

- With over 200 projects completed  
of same type of work the employees are well experienced.

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

**Additional Bidder's Statements:**

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

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

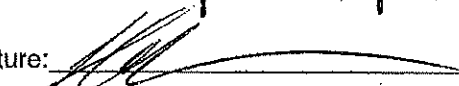
**VERIFICATION AND EXECUTION**

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

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

**BIDDER**

Name of Bidder Legend Pump and Well Service, Inc.

Signature: 

Name Keith Collier

Title President

Date 07/08/20

**CALIFORNIA CONTRACTOR'S LICENSE**

Class: C-57

(Class C-57 is required)

Number: 964537

Expiration Date: 8/21

DIR Contractor Registration No. 1000007078

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1.5 Non-Collusion Declaration

The undersigned declares:

I am the President of Legend Pump and Well, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 07/08/20 [date], at SAN BERNARDINO [city], CA [state].

Name of Bidder Legend Pump and Well Service, Inc.

Signature [Handwritten Signature]

Name Keith Collier

Title President

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

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

The Contractor is not:

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

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

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

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

Signature: 

Printed Name: Keith Collier

Title: President

Firm Name: Legend Pump and Well Service, Inc.

Date: 07/08/20

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

1.7 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/PublicWorks/PublicWorks.html> for additional information.

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

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

Name of Bidder: Legend Pump and Well Service, Inc.

DIR Registration Number: 1000007078


DIR Registration Expiration: 8/21

Small Project Exemption:  Yes or  No

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

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

Name of Bidder Legend Pump and Well Service, Inc.

Signature 

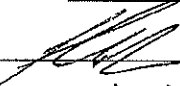
Name and Title Keith Collier / President

Dated 07/08/20

<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."

1.8 Contractor's Certification Regarding Workers' Compensation

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

Name of Bidder Legend Pump and Well Service, Inc.  
Signature   
Name and Title Keith Collier / President  
Dated 07/08/20

1.2 Bid Bond

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 8, 20 20, for CABAZON WATER DISTRICT.

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 6th day of July, 20 20, the name and corporate seal of each corporation.

(Corporate Seal)

Legend Pump & Well Service Inc.  
Contractor/Principal

By [Signature]

Title President

(Corporate Seal)

The Ohio Casualty Insurance Company  
Surety

By [Signature]  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Irene Luong, Attorney-in-Fact



### Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

Name(s) of Signer(s)

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)

Partner(s)                       Limited  
 Attorney-In-Fact                 General

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

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

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

Trustee(s)  
 Guardian/Conservator  
 Other:  
 Signer is representing:  
 Name Of Person(s) Or Entity(ies)

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

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

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

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

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

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

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

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

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

END OF BID BOND

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

On JUL 06 2020 before me, Daisy Reyes, Notary Public,  
Date insert Name of Notary exactly as it appears on the official seal

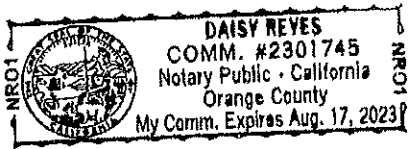
personally appeared Irene Luong  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Daisy Reyes  
Signature of Notary Public Daisy Reyes



Place Notary Seal Above

## 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 the form to another document.

### Description of Attached Document

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

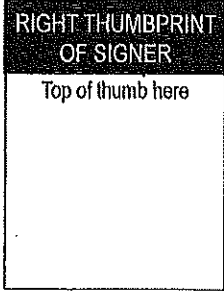
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

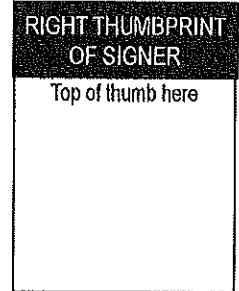
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8202900-986938

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Emilie George; Irene Luong; James W. Moilanen; Yung T. Mullick; P. Austin Neff

all of the city of Oakland state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of January, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 13th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of July, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

The Ohio Casualty Insurance Company

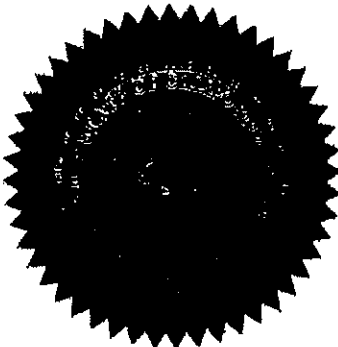
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

- Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
- Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
- Sprinkler, Automobile and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 19<sup>th</sup> day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19<sup>th</sup> day of March, 2013.



Dave Jones  
Insurance Commissioner

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

By

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



**CABAZON WATER DISTRICT**

**WELL NO. 1 REHABILITATION AND RE-EQUIPPING**

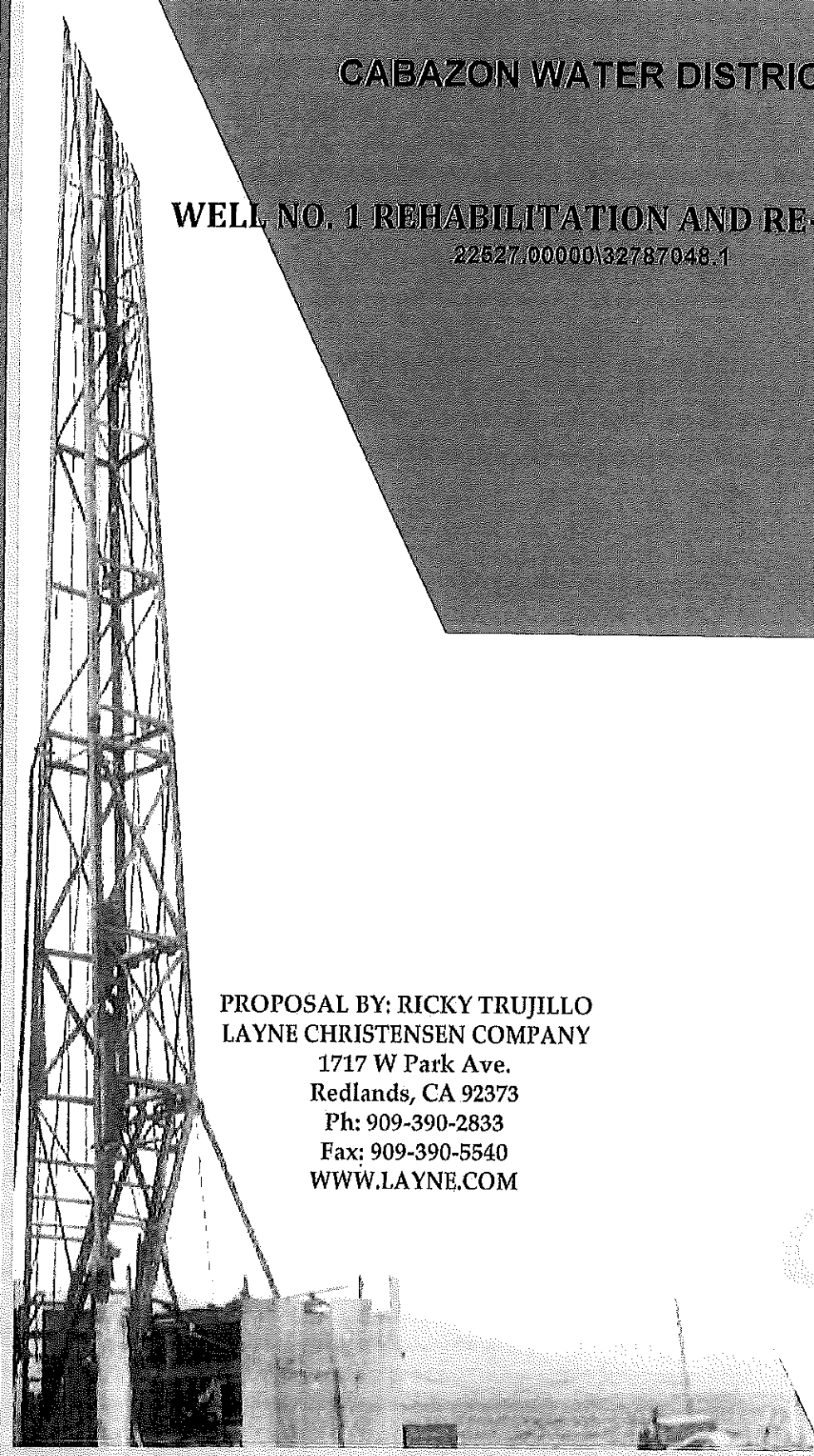
22527.00000\32787048.1

**PROPOSAL BY: RICKY TRUJILLO  
LAYNE CHRISTENSEN COMPANY**

1717 W Park Ave.  
Redlands, CA 92373  
Ph: 909-390-2833  
Fax: 909-390-5540  
[WWW.LAYNE.COM](http://WWW.LAYNE.COM)

**Layne**

A GRANITE COMPANY





7/8/2020

Cabazon Water District  
14618 Broadway  
Cabazon, CA 92230

**RE: Well # 1 Rehabilitation & Re-Equipping**

Layne Christensen Company is pleased to submit our proposal for the above referenced project. Upon review of our capabilities, project approach and references, we believe you will choose Layne as your preferred partner on this project. Layne understands the contract service provider may be needed to respond to both standard scheduled maintenance emergency and non-emergency types of request and is fully prepared to satisfy these types of request.

Layne has a long history of outstanding work performed and response times with other government entities and water departments through contract service agreements having similar requirements and scope. This is accomplished in part by our ability to allocate resources in a quick and efficient manner. Layne has 12 fully equipped pump rigs and cranes along with 4 fully reverse circulation drill rigs that are located at our Redlands Facility, located less than 25 miles from the City of Cabazon. Our Redlands facility also houses a fully functional machine shop that helps with quick turnaround, repairs of well and booster pumps. Layne also has locations in Santa Paula and Hanford working in nearby location which can be re-located to other jobsites if productivity and schedule permits. Layne is fully confident and able to respond to the needs with prompt and speedy services. Because of the various Layne locations throughout the United States, we have national agreements with vendors that allows us to purchase pump materials at discounted price. This allows us to pass on these savings to our end customers.

The project will be executed by Layne's Water Resource Division located in Redlands, CA. This group provided a full suite of water related products and services. The project references and experienced detailed in the following pages will show that we are dedicated to completing and all projects in safe, timely, efficient fashion. You will have the full resources of Layne's Water Resource Division committed to the successful outcome of all projects

If the well casing integrity appears to be compromised or a lesser material of construction (Mild Steel Wire Wrap Casing) Layne has provided an optional price for the AquaFreed process in place of the Chemical Injection called out in Line Item 5. Attached is the information on the AquaFreed Process This process includes the following items.

- Casing Modifications





- Installation and Removal of Injection Piping
- Controlled Injection of 40 Tons of Liquid Co2 ( Assumes 2 Days of Injection )
- 20 Hrs. of Active Dual Swab Airlifting

**Lump Sum Price**

**\$135,000.00**

If you have any questions regarding our submittal or require additional information, please do not hesitate to contact Ricky Trujillo, Account Manager at 909.390.2833/ Mobile 909.957.7782 or [ricky.trujillo@gcinc.com](mailto:ricky.trujillo@gcinc.com). We look forward to being deemed qualified and responsible bidder and welcome the opportunity to meet with you and your team to discuss any questions in regards to this project

LAYNE CHRISTENSEN COMPANY  
CERTIFICATE OF SECRETARY

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$100,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$500,000, relating to any and all domestic construction projects arising out of the Company's operations.

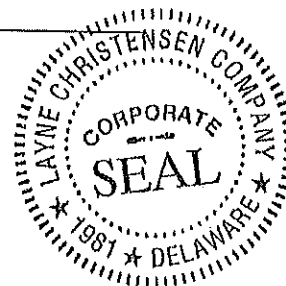
RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 3 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$2 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 4 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$3 million, relating to any and all domestic construction projects arising out of the Company's operations.

I, Aaron Storm, do hereby certify that I am duly qualified as Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective March 16, 2020, by written consent of the Board of Directors; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: March 17, 2020

  
\_\_\_\_\_  
Aaron Storm



**EXHIBIT 1**  
**\$100,000 Authority**  
**Project Managers I & II**  
**Account Managers**

**LAYNE CHRISTENSEN COMPANY**

**AUTHORIZED SIGNERS**

- Brian M. Snelten, Project Manager
- Joseph J. Eisha, Project Manager
- Christopher C. Kennedy, Project Manager
- Duane R. Trammell, Project Manager
- Andrew L. Seiden, Project Manager
- David M. Brashear, Project Manager
- Gary L. Grace, Project Manager
- Miguel E. Martinez, Project Manager
- Donald R. Ranft, Project Manager
- Logan M. Wartick, Project Manager
- Jordan A. Albarado, Project Manager
- Casey T. Gnau, Project Manager
- Jason W. Gansebom, Project Manager
- Wesley C. Van Allen, Project Manager
- Juan C. Lopez-Vasquez, Project Manager
- Michael Hartman, Project Manager
- Matthew D. Barnes, Project Manager
- Sean J. Miguel, Project Manager
- Donald G. Williams, Project Manager
- Tristan Parsley, Project Manager
- Jeffrey R. Stollhans, Account Manager
- Michael A. McDonald, Account Manager
- Richard A. Trujillo, Account Manager
- Thomas A. Hetzel, Account Manager
- Steve Zarcone, Account Manager
- Brian W. Delleff, Account Manager
- Daniel E. Callahan, Account Manager
- Taylor A. Busch, Account Manager
- Ryan S. McMurry, Account Manager
- Dustin P. Deville, Account Manager
- Bradley A. Harris, Account Manager
- Timothy R. Miller, Account Manager
- John J. Gornick, Account Manager
- Stuart E. Lambert, Account Manager
- Emily E. Miesner, Account Manager
- Brandon D. Butrum, Account Manager
- Dylan Michael Ellis, Account Manager
- James C. Freeman, Account Manager
- Russell Redding, Account Manager
- Lawrence Hairelson, Account Manager

**ATTESTORS**

Marybeth Rios, Administrative Assistant

**EXHIBIT 3**  
**\$2M Authority**  
**General Managers**  
**Area Managers**

**LAYNE CHRISTENSEN COMPANY**

**AUTHORIZED SIGNERS**

- Jerri L. McKenna, General Manager
- William C. Stuckey, General Manager
- Todd A. Howard, General Manager
- David A. Tormoehlen, General Manager
- Timothy S. Oman, General Manager
- Robert Grecki, Area Manager
- Charles M. Crook, Area Manager
- Terence L. Heiliger, Area Manager
- Logan M. Scherm, Area Manager
- Jim Benjamin, Area Manager
- Steven Costello, Area Manager
- Stephen P. Anderson, Area Manager
- Matthew Reed, Project Manager
- Bill Balluff, Area Manager
- Max Palmer, Area Manager
- James Hausladen, Area Manager

**ATTESTORS**

- Tristan Parsley, Project Manager
- Juan Lopez, Project Manager
- Crystal Gregory, Assistant Project Manager
- Jordan Albarado, Project Manager
- Casey Gnau, Project Manager
- William Balluff, Business Development Manager
- Brian Snelton, Project Manager
- Joseph Eisha, Account Manager
- Cathleen White, Administrative Supervisor
- Susan Henney, Administrative Assistant
- Jeny Musso, Administrative Assistant
- Paula Miles, Administrative Assistant
- Jessica Anderson, Administrative Assistant
- Everette Burge, Field Supervisor
- Patsy Reeves, Administrative Assistant
- Craig Brugger, Operations Manager
- Marybeth Rios, Administrative Assistant
- Miguel Martinez, Project Manager
- John Cathey, Project Manager
- Andrew Smith, Engineering Manager
- Wes Van Allen, Project Manager
- Brian Dellett, Account Manager
- Mike Schanaman, Project Manager
- Mark Howard, Business Development Manager
- Matthew Reed, Project Manager

Cabazon Water District

Well 1 Rehab Bid

Clarifications

1. Exception: section 01500 start up procedure – Layne will provide standard start up. 2 days testing and 7 day live test is not included.
2. Assumed bailed material can be spread on site.
3. Assumed water source within 100' of well site at no cost to Layne.
4. Assumed acid blend can be injected and swabbed in simultaneously and that the well can be agitated with a wireline swab after acid has sat for 12 hours.
5. Assumed no more than 20hrs of active airlifting will be needed to evacuate the acid. Should additional time be needed it will require a change order.
6. Disinfection includes one round of disinfection. Should the well need additional disinfection it will be done so at the line item 9 rate.
7. Assumed head nipple and stretch assembly will not need to be replaced.

**BID FORMS**

1.1 Bid.

Bids will be received at 14618 Broadway, PO Box 297, Cabazon, CA 92230, until 16:30 hr. (4:30 pm) on Wednesday, July 8, 2020.

**NAME OF BIDDER:** Layne Christensen Company

Cabazon Water District  
14618 Broadway  
P.O. Box 297  
Cabazon, CA 92230  
info@cabazonwater.org

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

**WELL NO. 1 REHABILITATION AND RE-EQUIPPING PROJECT**

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

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

Addenda No. N/A

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

**BID SCHEDULE**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization, demobilization, insurance, management, and Contract Processing Costs	LS	1	N/A	\$18,000.00
2	Bail well clean and remove all fill material from bottom of well and measure depth of well.	LF	45	N/A	\$6,200.00
3	Wire brush well using rotary brush with nylon bristles, from ground surface to total depth of well, and bail well clean.	LS	1	N/A	\$32,000.00
4	Clarify well and perform video logging of well after brushing and bailing.	LS	1	N/A	\$1,300.00
5	Furnish chemical treatment (cleaning) solution consisting of the following chemicals, which shall be mixed above-ground and injected into the perforated (wire wrapped) sections of the casing.				
	A. Hydrochloric Acid Mfr: <u>Brentag Pacific</u>	675	GAL.	\$6.15	\$4,151.25
	B. Biodispersant Mfr: <u>Johnson Well Products</u>	225	GAL.	\$113.00	\$25,425.00
	C. Surfactant Mfr: <u>Johnson Well Products</u>	7.5	GAL.	\$94.00	\$705.00
	D. Neutralizing Agent Mfr: <u>Brenntag Pacific</u>		GAL.	\$700.00	\$700.00
	E. Other Mfr: _____		GAL.		
6	Chemically clean well, including chemical injection, swabbing, sampling, pH testing, and neutralization and disposal of wastewater.	LS	1	N/A	\$70,000.00

7	Wire brush well using rotary brush with nylon bristles, from ground surface to total depth of well, and bail well clean.	LS	1	N/A	\$28,650.00
8	Clarify well and perform video logging of well after chemical cleaning.	LS	1	N/A	\$1,300.00
9	Disinfect well, including furnishing and injection of disinfectant solution, swabbing, sampling, testing for chlorine and bacteria, and dechlorination and disposal of wastewater. Note that contractor should anticipate approximately 5 days of standby time required for disinfection and awaiting laboratory results before demobilization.	LS	1	N/A	\$24,000.00
10	Recondition existing discharge head, including sandblasting, inspection, and epoxy coating	LS	1	N/A	\$3,600.00
11	Furnish new 300 hp deep well vertical turbine pumping unit (premium efficiency and extra high thrust)	LS	1	N/A	\$39,750.00
12	Furnish 10" diameter column pipe.	LF	860	\$44.50	\$37,840.00
13	Furnish 3" diameter enclosing tube and 1-15/16" diameter line shaft, bearings, and couplings	LF	860	\$36.00	\$30,960.00
14	Furnish stabilizing spiders.	LS	1	N/A	\$250.00
15	Furnish 1/4" stainless steel air line, fastened to pump column with stainless steel bands.	LF	550	\$2.65	\$1,457.50
16	Install column, tube, and shaft, new pump with air line, new motor, existing discharge head, existing oil lubrication assembly, and all	LS	1	N/A	\$32,500.00



all

	related work for a fully operable pumping unit.				
17	Clean up well site and restore to pre-rehabilitation conditions.	LS	1	N/A	\$7,300.00

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

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

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

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

**TOTAL BID PRICE:**

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR WELL NO. 1 REHABILITATION AND RE-EQUIPPING PROJECT]	
\$	\$366,088.75
	Total Bid Price in Numbers
	<u>\$THREE HUNDRED SIXTY-SIX THOUSAND, EIGHTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS</u>
	Total Bid Price in Written Form
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

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

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

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

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

Enclosed find cash, bidder's bond, or cashier's or certified check No. N/A from the N/A Bank in the amount of Bid Bond 10% of Total Bid Price, which is not less than ten percent (10%) of this bid, payable to CABAZON WATER DISTRICT as bid security and which is given as a guarantee that the undersigned will enter into a Contract and provide the necessary bonds and certificates of insurance if awarded the Work.

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

Bidder is an individual \_\_\_\_\_, or corporation X \_\_\_\_\_, or partnership \_\_\_\_\_, organized under the laws of the State of Delaware.

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

CSLB# 510011 Exp. 5/31/21 Class: A C57 C61/D09 C10 C61/D21  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**(signatures continued on next page)**

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

Executed at Redlands, on this 8th day of July, 2020.



(Bidders Name – Print or Type)

Todd A. Howard

(Name and Title)

[Handwritten Signature]  
(Signature)

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

Name Robert C. VanGorder Title President

Complete Address 9303 New Trails End, Suite 200, The Woodlands, TX 77381

Phone (281) 475-2600 FAX \_\_\_\_\_

Name Kent M. Wartick Title Vice President

Complete Address 620 S. 38th Street Kansas City, Kansas 66106

Phone (281) 475-2591 FAX \_\_\_\_\_

Name Jigisha Desai Title Chief Financial Officer

Complete Address 585 W. Beach Street, Watsonville, CA 95076

Phone (831) 724-1011 FAX \_\_\_\_\_

Name Kenneth B. Olson Title Treasurer

Complete Address 585 W. Beach Street, Watsonville, CA 95076

Phone (831) 724-1011 FAX \_\_\_\_\_

Name Aaron Storm Title Secretary

Complete Address 9303 New Trails End, Suite 200, The Woodlands, TX 77381

Phone 281-475-2627 FAX \_\_\_\_\_

**CERTIFIED DATA**

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

a. Materials and Logs

1. Manufacturer of Deep Well Vertical Turbine Pumping Unit  
Gould Pump, Xylem

---

2. Manufacturer of Vertical Hollow Shaft Electric Pumping Unit Motor  
U.S. Motors

---

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1.2 Bid Bond

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 8, 2020, for CABAZON WATER DISTRICT.

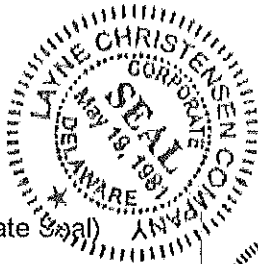
If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 2nd day of July, 2020, the name and corporate seal of each corporation.

(Corporate Seal)



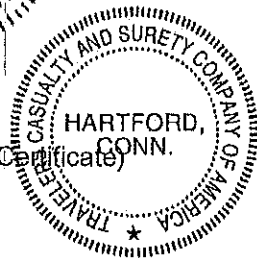
Layne Christensen Company

Contractor/ Principal

By 

Title Todd A. Howard, General Manager

(Corporate Seal)



Travelers Casualty and Surety Company of America

Surety

By 

Attorney-in-Fact

Title Isabel Barron, Attorney-In-Fact

(Attach Attorney-in-Fact Certificate)

### Notary Acknowledgment

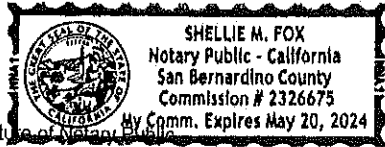
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF San Bernardino

On July 7, 2020, before me, Shellie M. Fox, Notary Public, personally appeared Todd A. Howard, 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.

*Shellie M. Fox*

#### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

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

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

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

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

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

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

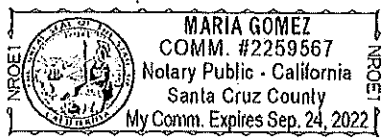
### Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF Santa Cruz

On July 2, 2020, before me, Maria Gomez, Notary Public, Notary Public, personally appeared Isabel Barron, 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.

*Maria Gomez*

Maria Gomez, 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)

Partner(s)       Limited

General

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

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

\_\_\_\_\_

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

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

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

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

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

END OF BID BOND



	<b>Travelers Casualty and Surety Company of America</b> <b>Travelers Casualty and Surety Company</b> <b>St. Paul Fire and Marine Insurance Company</b>
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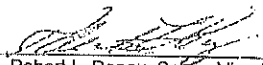
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



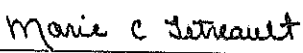
State of Connecticut  
 City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

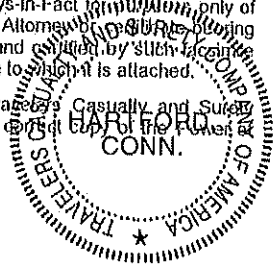
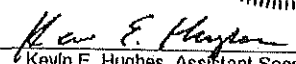
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate, when such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and attested by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the full text of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **July, 2020**



  
  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

1.3 Designation of Subcontractors

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

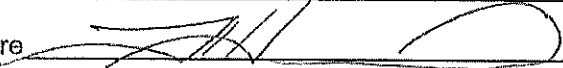
If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
None					

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
None					

(Attach additional sheets if necessary)

Name of Bidder Layne Christensen Company

Signature 

Name and Title Todd A. Howard

Dated 7/8/2020

1.4 Bidder Information and Experience Form

**INFORMATION ABOUT BIDDER**

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

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

1.0 Name of Bidder: Layne Christensen Company

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 1717 W Park Ave, Redlands, CA 92373

(909) 390-5540 (909) 390-2833

Facsimile Number Telephone Number

ricky.trujillo@gcinc.com

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?  
Since 1882

5.0 How many years has Bidder's organization been in business under its present name? 30+ Years

5.1 Under what other or former names has Bidder's organization operated? Layne Inc, Layne Western

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

6.1 Date of Incorporation: 5/19/1981

6.2 State of Incorporation: Delaware

6.3 President's Name: Robert C. VanGorder

6.4 Vice-President's Name(s): Kent M. Wartick

6.5 Secretary's Name: Aaron Storm

6.6 Treasurer's Name: Kenneth B. Olson

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

7.1 Date of Organization: N/A

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

Nationwide  
\_\_\_\_\_  
\_\_\_\_\_

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

Water Well Drilling, Well Maintenance & Repair  
Pump Installation & Repair  
\_\_\_\_\_

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

No  
\_\_\_\_\_  
\_\_\_\_\_

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

No  
\_\_\_\_\_  
\_\_\_\_\_

13.0 List Trade References:

See attached Appendix A: Trade References

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14.0 List Bank References (Bank and Branch Address):

See attached Appendix 14.0: Bank References

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

See attached Appendix 15.0: List of Surety Agencies

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**LIST OF COMPLETED PROJECTS – LAST THREE YEARS**

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

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
	See attached Appendix 17.0 Similar Job References		



**EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

***Personnel:***

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

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

Ricky Trujillo 100%

Gary Grace 100%

Rigo Perelda 100%

2. Summarize each person's specialized education:

See attached Appendix 17.0: Key Personnel & Resumes

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

See attached Appendix 17.0: Key Personnel & Resumes

4. Summarize such experience:

See attached Appendix 17.0: Key Personnel & Resumes

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

***Additional Bidder's Statements:***

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

Layne Christensen Company has been the industry leader in groundwater development since 1882.  
Our full range of water-related service encompasses: initial site inspection; well field design and  
development; well drilling and development; pump installation and repair; water treatment; aquifer  
investigation and remediation; and well rehabilitation

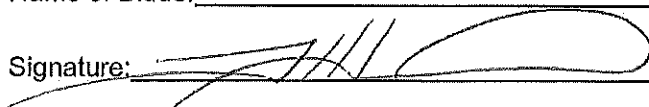
**VERIFICATION AND EXECUTION**

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

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

**BIDDER**

Name of Bidder Layne Christensen Company

Signature: 

Name Todd A. Howard

Title General Manager

Date 7/8/2020

**CALIFORNIA CONTRACTOR'S LICENSE**

Class: A C57 C61/D09 C10 C61/D21

(Class C-57 is required)

Number: 510011

Expiration Date: 5/31/2021

DIR Contractor Registration No. 1000004273

1.5 Non-Collusion Declaration

The undersigned declares:

I am the General Manager of Layne Christensen Company, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/8/2020 [date], at Redlands [city], California [state].

Name of Bidder Layne Christensen Company

Signature 

Name Todd A. Howard

Title General Manager

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

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

The Contractor is not:

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

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

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

Signature: 

Printed Name: Todd A. Howard

Title: General Manager

Firm Name: Layne Christensen Company

Date: 7/8/2020

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

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1.7 Public Works Contractor Registration Certification

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

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

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

Name of Bidder: Layne Christensen Company

DIR Registration Number: 1000004273

DIR Registration Expiration: 6/30/2023

Small Project Exemption:  Yes or  No

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

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

Name of Bidder Layne Christensen Company

Signature 

Name and Title Todd A, Howard, General Manager

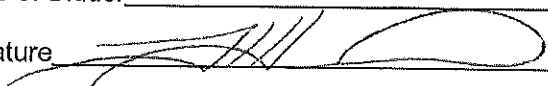
Dated 7/8/2020

<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."

1.8 Contractor's Certification Regarding Workers' Compensation

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

Name of Bidder Layne Christensen Company

Signature 

Name and Title Todd A. Howard, General Manager

Dated 7/8/2020



Appendix 13.0  
Trade References



## Trade References

A.F. SEIDEMANN INC.  
4909 N. 119<sup>th</sup> Street  
Milwaukee, WI 53225  
414 461-5500

K&K SUPPLY  
PO BOX 578  
Conroe, TX 77305  
936 539-2210

XYLEM  
240 Fall Street  
Seneca Falls NY 13148  
315 568-2811

PREFERRED PUMP  
Regina Marshall  
817 413-2610  
Fax: 817 413-2651





Appendix 14.0  
Bank References

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## **Banking Reference**

### **BANK OF AMERICA**

c/o: Mukesh Singh, Vice President  
One Bryant Park, 18<sup>th</sup> Floor  
New York, NY 10036  
(646) 743-2640  
Email: [msingh64@baml.com](mailto:msingh64@baml.com)

Company has maintained a banking relationship since 1931

Accounts: various

#### **Line of Credit as of September 30, 2019:**

Credit Line: \$350,000,000

Available: \$67,685,709

Against Line: \$282,314,291

Secured by Equipment and Real Property holdings

Expires/matures: 5/31/2023

Security

Required: Yes

Bank Rating: A+/Aa2/AA



Appendix 15.0  
List of Surety Agencies



A GRANITE COMPANY

**Layne Christensen Company  
List of Surety Agencies**

**The Travelers Companies, Inc. – August 1, 2002 to Present**  
**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
 1 Tower Square  
 Hartford, CT 06183  
 Contact: Jen Moore, Underwriting Director - (860) 277-8170  
 State of Incorporation: Connecticut  
 Ratings – AM Best: A++ XV; Moody's: Aa2; Standard & Poor's: AA  
 NAIC #: 31194, California License No.: 2444-8

**CNA Financial Corporation – December 15, 2014 to Present**  
**The Continental Insurance Company**  
**Continental Casualty Company**  
 151 North Franklin Street  
 Chicago, IL 60606  
 Contact: Samuel Ware, Underwriting Manager - (312) 822-1931  
 State of Incorporation: CIC – Pennsylvania; CCC - Illinois  
 Ratings – AM Best: A XV; Moody's: A3; Standard & Poor's: A  
 NAIC #: 20443, California License No.: 22707

**Chubb Group of Insurance Companies – 1926 to Present**  
**Federal Insurance Company**  
 202B Hall's Mill Road,  
 Whitehouse Station, NJ 08889  
 Contact: Tina Hawkins, Underwriting Manager - (908) 903-3409  
 State of Incorporation: Indiana  
 Ratings – AM Best: A++ XV; Moody's: Aa2; Standard & Poor's: AA  
 NAIC #: 20281, California License No.: 0059-6

**Agent Name and Address:**  
 Alliant Insurance Services, Inc.  
 100 Pine Street, 11<sup>th</sup> Floor  
 San Francisco, CA 94111  
 (415) 403-1427  
 Contact: John D. Gilliland – Senior Vice President  
 License # 0G62759 Expiration 06/30/2021

**Single Job Capacity: \$600,000,000. Aggregate Capacity: \$5,000,000,000.**



Appendix 16.0

Backlog Letter

1201



A GRANITE COMPANY

7/8/2020

**City of Cabazon  
14618 BROADWAY POST OFFICE BOX 297  
CABAZON, CALIFORNIA 92230**

For: WELL NO. 1 REHABILITATION AND RE-EQUIPPING

RE: Backlog

Due to confidentiality with current clients and per their requests, we are not able to list our current contracts.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Howard". The signature is fluid and cursive, with a large loop at the end. It is written over a horizontal line.

Todd Howard  
General Manager

**WATER RESOURCES**



## Appendix 17.0

### Job References



A GRANITE COMPANY

## Client References

### City of Riverside-3750 University Ave, Riverside CA

Well Rehabilitation Project 2019-2020-Pump Removal, Video Log, Wire Brush and Bail, Chemical Injection, Dual Swab Airlift, Furnish Install & Remove Test Pump, Pump Development Repair and Install New Turbine Pumps.

#### Contact Information

Eric Escobar, PE  
Public Utilities, Water Engineering  
Main 951\_826\_5482  
Direct 951\_826\_5821  
Cell 951\_288\_7139  
Email [EEscobar@riversideca.gov](mailto:EEscobar@riversideca.gov)

### Eastern Municipal Water District- 2270 Trumble Rd, Perris CA 92572

Ongoing Well Maintenance And Repair Services- Pump Removal, Video Log, Wire Brush and Bail, Chemical Injection, Dual Swab Airlift, Furnish Install & Remove Test Pump, Pump Development, Engineer Repair and Install New Turbine Pumps

#### Contact Information

Dave Brown  
Mechanical Service Manager  
Main 951\_928\_3777 ext.6269  
Cell 951\_300\_7162  
Email [browne@emwd.org](mailto:browne@emwd.org)

### Los Angeles Department of Water & Power

Ongoing Well Maintenance And Repair Services- Pump Removal, Video Log, Wire Brush and Bail, Chemical Injection, Dual Swab Airlift, Furnish Install & Remove Test Pump, Pump Development, Installation of New and Repaired Submersible pumps

## WATER RESOURCES





**Contact Information**

Ralph Herrera, PE  
Water Operation Division  
Main 213\_367\_8614  
Email [Rafael.herrera@ladwp.com](mailto:Rafael.herrera@ladwp.com)

**City of Beverly Hills-345 Foothill Road, Beverly Hills CA 90210**

Ongoing Well Maintenance And Repair Services- Pump Removal, Video Log, Wire Brush and Bail, Chemical Injection, Dual Swab Airlift, Furnish Install & Remove Test Pump, Pump Development, Engineer Repair and Install New Turbine Pumps, Booster Pump Removal, Repair & Installation

**Contact Information**

John Moreno  
Water System Supervisor  
Main 310\_288\_2802  
Cell 805\_340\_0684  
Email [jmoreno@beverlyhills.org](mailto:jmoreno@beverlyhills.org)

**Los Angeles County Department of Public Works- 900 S Fremont Ave, Alhambra CA 91803**

West Coast Basin Sea Water Barrier Injection Well Redevelopment Services. Injection, Pipe Removal, Video Survey, Well Redevelopment, Repair & Installation of Injection Piping

**Contact Information**

Adam Lee  
Storm Water Engineering Division Ass. Civil Engineer  
Main 626\_458\_6185  
Email [awlee@dpw.lacounty.gov](mailto:awlee@dpw.lacounty.gov)



Appendix 18.0  
Key Personnel & Resumes

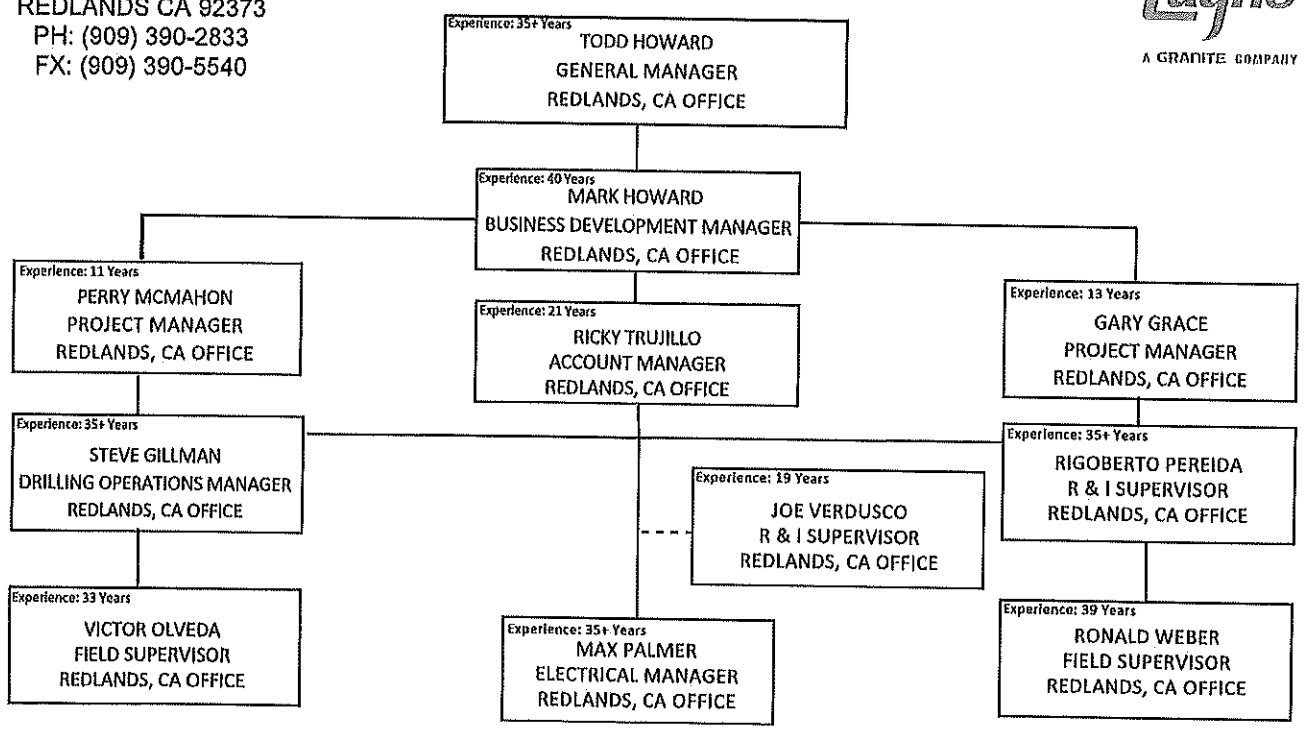
# PROJECT TEAM AND QUALIFICATIONS



## KEY PERSONNEL AND RESUMES

### PROJECT ORGANIZATION CHART - LAYNE CHRISTENSEN

LAYNE CHRISTENSEN CO.  
1717 W PARK AVE.  
REDLANDS CA 92373  
PH: (909) 390-2833  
FX: (909) 390-5540





A GRANITE COMPANY

TODD HOWARD

General Manager  
Water Resources Division

### Summary of Qualifications

**Professional Certifications:**  
Goulds/ITT Design & Application  
Peerless Pump Design & App  
Berkley Centrifugal Eng. & App  
Design Water  
Chemical Well Rehab Application

**Total Years' Experience:**  
35+

**Joined Layne WRD:**  
2004

### References:

Vince Vasquez  
Water Asset Management  
220 Montgomery St  
Penthouse 3  
San Francisco, CA 94101  
415 529-4832

Mark Unruh  
JG Boswell  
27922 Dairy Ave  
Corcoran, CA  
559 992-5011

Steve Samaras  
San Bernardino Special Dist  
157 W 5<sup>th</sup> St #2  
San Bernardino CA 92415  
909 387-5940

Mr. Howard has been in the water well industry since 1983, specializing in water well rehabilitation, pump engineering and application. Mr. Howard manages the Western Regions Operations for pump repair, well rehabilitation, electrical and construction services. He is also the current Chair of Layne's National Rehabilitation Committee. Mr. Howard developed and implemented the Roto Scrub well rehabilitation technology as well as Layne's proprietary NSF certified well chemistry in use today throughout the Western United States.

### Relevant Project Experience

**BOR: Bureau of Reclamation, Sacramento, CA**  
**General Manager** – Drought relief, construction of (44) design build wells were completed with borehole depths from 220' to 1,020' deep and successfully tested at an average of 1500 GPM @ depths from 400' to 600'.  
Contact: Brenda Davis (916) 978-5143  
Contract Amount: \$15,959,262.16

**SDF: Sweetwater Authority, San Diego, CA**  
**General Manager** – The Sweetwater Authority is expanding the facilities to achieve the full 8,800 acre feet per year capacity with the construction of (5) new municipal brackish groundwater wells. The wells were drilled and constructed with borehole depths of 880' to 1,020 deep and successfully tested at an average of 2,115 GPM @ 200'.  
Contact: Tom Henderson P.G. (619) 687-0120  
Contract Amount: \$7,033,913.73

**TID: Tranquility Irrigation District, Fresno, CA**  
**Operations Manager** – Fourteen (14) new wells were drilled and constructed with borehole depths from 840' to 920' deep and successfully tested at an average of 2,006 GPM @ 500'.  
Contact: Mr. Danny Wade (559) 698-7225  
Contract Amount: 4,876,034.66



A GRANITE COMPANY

# MARK HOWARD

## Business Development Manager Water Resources Division

### Professional Affiliations:

National Groundwater Assoc.  
California Groundwater Assoc..  
Hi Desert/ Mountain Groundwater Assoc.

AWWA Member

### Total Years Experience:

40

### Joined Layne WRD:

2012

### References:

Ted Caldwell

Sales

Roscoe Moss Company  
4360 Worth St.  
Los Angeles, CA 90063  
323-263-4111

Aaron Pidgeon

Branch Manager

Bear State Pump

2115 S. Hellman Ave., Unit H

Ontario, CA 91761

909-923-9809

Diane Smith

Principal/Hydrologist

Hydrosmith, Inc.

8736 Lion St. #352

Claremont, CA 91711

909-753-2805

### Summary of Qualifications

Mr. Howard has been in the water well industry since 1978, specializing in water well rehabilitation, pump engineering, and application. Mr. Howard manages the Western Region in Business Development and oversees the Account Management team.

- Business Development Manager, Layne Christensen Co. (2014–Present)
- Account Manager, Layne Christensen Co. (2012–2014)
- Pump Division Sales Manager, Best Drilling & Pump (2010-2012)
- Marketing Manager, Layne Christensen Co (2008-2009)
- Owner, Secretary/Treasurer, Laveen Pump Co. (2006-2008)
- Branch Manager, La Habra Branch, Layne Christensen Co. (2004-2006)
- Pump Division Manager, Beylik Drilling (2002-2004)
- Account Manager, Beylik Drilling (2000-2003)
- Secretary/Treasurer, Pump Manager, Howard Pump, Inc. (1988-2000)
- Pump Forman, Forman, Howard Pump, Inc. (1978-1988)

### Relevant Project Experience

- San Diego Formation Water Wells; Sweetwater Authority, Chula Vista, CA, 7) well water well drilling project. \$7,035,000.00
- Maintenance Service Agreement; Los Angeles Department of Water and Power, Los Angeles area well and pump maintenance \$5,500,000.00 5 year contract
- Multi Well Project; Corcoran Irrigation District, Corcoran, CA 3) well water well drilling project. \$1,800,000.00

### Continued Education

Goulds/ITT, Design & Engineering  
Goulds/ITT, Turbine Pump  
Goulds/ITT, VFD Drive & Training  
Peerless Pump, Design & Application  
Berkley Centrifugal Engineering & Application  
Dale Camegie, Management Training  
Karrass, Effective Negotiating Training



A GRANITE COMPANY

## RICKY TRUJILLO

## Account Manager Water Resources Division

### Summary of Qualifications

**Professional Affiliations:**  
Hi Desert Mountain Water  
Assoc.

**Total Years Experience:**  
21

**Joined Layne WRD:**  
1999

### References:

Zack Reid  
City of Corona  
951 739-4914

Gonzalo Reyes  
LADWP  
Engineer  
213 367-8419

David Brown  
EMWD  
Mechanical Service Manager  
951 928-3777

John Moreno  
City of Beverly Hills  
Water System Supervisor  
310 288-2802

Eric Escobar, PE  
City of Riverside  
Public Utilities, Water  
Engineering  
951 826-5482

Mr. Trujillo has 21 years of experience in all aspects of water supply services. He specializes in municipal and industrial water supply design, construction services, well rehabilitation, pump repair and troubleshooting, as well as investigative and remedial services. Mr. Trujillo manages projects through completion, to ensure timely and successful delivery of every project, with monthly/quarterly reports as may be required for each project.

### Relevant Project Experience

**Well Rehab Project 2019-2020, City of Riverside, CA**  
**Account Manager** – Pump Removal, Video Log, Wire Brush and Ball, Chemical Injection, Dual Swab Airlift, Furnish Install & Remove Test Pump, Pump Development Repair and Install New Turbine Pumps.  
Contact: Eric Escobar, PE (951) 826-5482  
Contract Amount: \$578,678.57

**3 Rixes Wells: City of San Bernardino, SB, CA**  
**Account Manager** – Rehabilitation of wells. Sonar-Jet remediation, video inspection, wire brush and bail wells, well testing and redevelopment.  
Contact: Kevin Stewart (909) 454-5651  
Contract Amount: \$259,945.00

**Well 33: EMWD, Perris, CA**  
**Account Manager** – Rehabilitation and Re-develop well. Install, inject with RotoScrub and remove, Boreblast install, remove airlift, furnish and install test pump, well development disinfect well through dual swab, post rehab video log.  
Contact: David Brown 951 928-3777  
Contract Amount: \$261,097.99

**Well 15: Palmdale Water District, Hemet, CA**  
**Account Manager** – Well rehabilitation, single shot sonar jet, brushing and bailing. Post video log, brush and ball, installation of new pump equipment complete with startup.  
Contact: Kelly Jeeters (661) 456-1083  
Contract Amount: \$134,285.76

### Continued Education

Layne, Sales Orientation & Hydrology School

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A GRANITE COMPANY

## Gary Grace D1

Project Manager  
WRD

### Education:

Pumpology 104  
OSHA 40hr

### Professional Registration:

California Water Distribution  
Grade 1

### Professional Certifications:

American Red Cross First Aid/CPR  
Forklift Certified  
Backhoe Certified

### License:

Class B Commercial w/Air Brake  
Endorsement

CA Water Distribution Grade 1

### Total Years Experience:

13

### Joined Layne WRD:

2007

### References:

#### Bowen Kendrick,

Operations Supervisor  
California American Water  
511 Forest Lodge Rd. Ste 100  
Pacific Grove, CA 93950  
(831)236-7497

#### Danny Campos,

Custom Pipe & Coupling  
10560 Fern Ave.  
Stanton, Ca 90680  
(714)761-8801  
[dcampos@custompipe.com](mailto:dcampos@custompipe.com)

#### Marco Morales

Preferred Pump & Equipment  
410 Business Center Ct.  
Redlands, CA 92373  
(909)793-2336  
[mmorales@preferredpump.com](mailto:mmorales@preferredpump.com)

### Summary of Qualifications

Mr. Grace has in-depth knowledge and experience in the following operations: Deep Well Pumps and Booster, Water Well Rehabilitation, Well Destruction, and Pump Installation. Mr. Grace currently estimates costs of projects, quotes and bids jobs as well as manages ongoing projects. Communicates job expectations and manages sub-contractors performance, stays within budget by monitoring expenditures, identifying variances and calculating required resources. Ensured all local regulations were met and codes enforced, avoiding fines and delays. He uses his field experience and applies it to his daily tasks as a project manager. Mr. Grace is able to foresee some potential issues from on the job experiences and adjust his quotes and estimates to assure the field crew has the budget and the equipment to get the job done safely and efficiently. He was a pump rig operator for 10 years on Smeal, Taylor, Simco and Old General "A" frame rigs.

### Relevant Project Experience

#### Abengoa Solar: Abengoa, Hinkley, CA

**Rig Operator/Foreman-** Mr. Grace was the operator of a 50 ton Smeal pump rig he was in charge of 40+ well abandonments per LA county specs, he operated a backhoe to make sites rig accessible and to groom sites after well destruction was completed. Mr. Grace was in charge of well abandonments, test pump installation and removal, installing permanent pumps and pumping operations to provide construction water.  
Contract Amount: \$1,442,465.

#### Nevada Energy: Valmy, NV

**Rig Operator,** Mr. Grace was lead person of a four man crew to perform the tasks of abandoning 2 existing wells and installing/pulling test pumps in 2 new wells. Working with the onsite engineers from Schlumberger Mr. Grace installed the test pump in the well, while the well was being test pumped two helpers and himself pulled the existing pump and abandoned that well. After the abandonment and test pump operations they pulled the test pump and moved equipment about 2 miles away to site 2 and repeated the same steps. Mr. Grace and his crew faced severe weather conditions 10-20mph winds and the temperature dropped down to 33 degrees below zero. Mr. Grace and his crew overcame the adverse conditions and were able to complete the abandonments and test pumping in a safe and timely matter.  
Contract amount: \$1,013,903



A GRANITE COMPANY

**Agate 2: City of Redlands, Redlands, CA**

**Project Manager**, Mr. Grace did his estimate and put together the bid package then delivered it to the city where the bid was awarded to Layne. When the notice to proceed was given, Mr. Grace along with operations got the crew ready for the job. Mr. Grace was in charge of ordering equipment, monitoring the budget, relaying next steps to operations and making sur the crew had what they needed to perform their set tasks. After the liner and test pumping was complete Mr. Grace designed a pump that the city approved of and began ordering all new pumping equipment for crew to install. This project was completed safely with no incidents and came in under budget.

Contract Amount: \$177,583

**Playa 3 & Robles 3: California American Water, Monterey, CA**

**Project Manager**, Mr. Grace was in charge of overseeing the production of 2 crews working offset so they could perform 2 well rehabilitations with one set of equipment. This job was to follow WIMS (Bob Ereth) specs to pull the pumps, inject chemicals, zone pump chemicals out and neutralize the water. Crews then would install test pumps and Mr. Grace was given a design by the consultant and then quoted the all new pumping equipment. Mr. Grace did the estimating, ordering from vendors, daily updates with consultant, daily updates with the crews and was providing change orders as needed. This project, as of 9/7/17, is still on going.

Contract amount: \$264,460

- Continued Education
- Rehabilitation Process
- Aqua Freed Process
- Brithinee Electric Basic Engineering





A GRANITE COMPANY

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## RIGOBERTO PEREIDA

## R & I SUPERVISOR WATER RESOURCES DIVISION

### Education:

OSHA 40 Hour Training Programs  
OSHA 8 Hour Annual Training

### Professional Certifications:

American Red Cross First Aid/CPR  
MSHA Certified  
Forklift Certified  
Backhoe Certified  
NCCCO Certified TSS & TLL

### Total Years Experience:

20

### Joined Layne WRD:

2000

### References:

#### Scott Larson

Northrop Grumman  
Facilities Engineering  
[scott.larson@ngc.com](mailto:scott.larson@ngc.com)  
661 272-8589

#### Gonzalo Reyes, P.E

LADWP  
R&C Engineering  
[Gonzalo.Reyes@ladwp.com](mailto:Gonzalo.Reyes@ladwp.com)  
213 367-8419

#### Sean Wright

Phelan Pinon Hills CSD  
760 868-1212

### Summary of Qualifications

Mr. Pereida has in-depth knowledge and experience in the following operations: Deep Well Pumps and Booster, Water Well Rehabilitation, Well Destruction, and Pump Installation. He has successfully completed rehabilitations and aqua freed process system. Mr. Pereida has supervised major projects by selecting, assigning, and scheduling employees. Communicated job expectations and managed sub-contractors performance, stayed within budget by monitoring expenditures, identifying variances and calculating required resources. Ensured all local regulations were met and codes enforced, avoiding fines and delays. He is a certified crane operator on swing cab and fixed cab cranes large and small. He holds a Class A with endorsements for hazmat, tanker, doubles and triples. Pump rig operator for 13 years on Smeal, Tayler, Simco and Old General "A" frame rigs and cranes.

### Relevant Project Experience

#### Sites 4 East & 8 North: Northrop Grumman Corp- Palmdale, CA

R&I Supervisor – Point of contact for client. Mobilize/ schedule rig and crew to job site and perform the following rehab tasks: Pull customers pump equipment. Inject and swab acid. Set up chemical mixing trailer and injecting equipment. Install injecting tool w/tremmie to upper perforations 482'. Perform well disinfection, video log.

Contact: Scott Larson (661) 272-8589  
Contract Amt. \$80,456.60

#### Contract 691: LADWP- Los Angeles CA

R&I Supervisor – Schedule/ mobilize crew to job site. Oversee all aspects of the project, coordinated vendors and/or resources for execution of project. Project consisted of services to remove, and install groundwater well submersible and vertical turbine line shaft pump units and to maintain repair or destroy wells on an intermittent basis.

Contact: Gonzalo Reyes (213) 367-8419  
Contract Amount: \$1,258,903.96

#### ANC: MMG Agribusiness, Wasco, CA

R&I Supervisor – Schedule/ mobilize crew to job site, supply, installation and removal of a temporary vertical turbine test pump equipment. Perform test pump development, 24 hour pump and surge, 12 hour step test, & 12 hour constant rate tests.

Contact: Steve Gilfenbain (310) 651-2591  
Contract Amount: \$354,387.85

### Continued Education

Rehabilitation Process  
Aqua Freed Process



R & I Supervisor

**EXPERIENCE**

R&I Supervisor	Layne: A Granite Company-CA	2016 – Present	<b>Areas of Specialized Competence</b>
Operator	Layne Christensen Company – CA	2008-2016	
Helper	Layne Christensen Company – CA	2007-2008	
Machinist	Layne Christensen Company-CA	2000-2007	
Industry Experience		19 Years	

**SPECIALIZATIONS**

- Water well industry professional Pump Rig Operations
- Deep Well Pumps
- Booster Pumps
- Well Destruction
- Pump Installation
- Expertise and proven ability in water well rehabilitation Jobsite Supervision
- Exhibits as a positive role model for safety first to all of his fellow employees, clients and anyone he comes in contact with on a daily basis

**EDUCATION, LICENSES AND CERTIFICATIONS**

- American Red Cross First Aid/CPR Deep Well Pumps
- Lockout/Tag out and Excavation
- PPE and Fall Protection
- Forklifts
- Compressed Gas Cylinders Pump Diagnostics
- Electrical Safety
- Unsafe Conditions and Site Safety
- Stop Work Authority
- Injury/Illness Reporting Well Development
- Respiratory Protection

**REPRESENTATIVE PROJECTS**

**Anthony Vineyards, Bakersfield, CA – R&I Supervisor –**  
 Well development, open ended air lift, dual swab air lift, PFD injection. Install and remove test pump and equipment, set to a depth of 800'. Performed test pump development 20 hour pump and surge, 10 hour step, and 10 hour constant rate tests were completed

**Tranquility Irrigation District, Fresno, CA – R&I Supervisor –** Fourteen (14) new wells were drilled and constructed with borehole depths from 840' to 920' deep and successfully tested at an average of 2,006 GPM @500'. Complete testing and development was implemented.

**Inglewood Water District, Inglewood, CA - Drilling Supervisor –** Drilling and equipping new well. Drill 48-inch OD x 3/8-inch thick LCS conductor casing into place to 50' BGS. Drilled pilot borehole from 50' to 700'. Install 20-inch ID x 3/8-inch wall type 304: SS ASTM A778 blank well casing from 2' AGS to 350' BGS. Well development and testing.

**CITIZENSHIP**

United States of America (USA)



A GRANITE COMPANY

**RONALD WEBER**

Field Supervisor  
Water Resources Division

**Summary of Qualifications**

Mr. Weber has been in the Water Industry since 1979. He is knowledgeable of turbine, submersible and booster pump installation. As well as mud rotary, reverse and auger rig drilling. He will determine the safe production rate of each water well; and take accurate measurements of flow, pumping level, specific capacity and sand production. Knowledgeable in the use and safe handling of Cl<sub>2</sub>, Muriatic Acid, sodium Thiosulfate, Soda Ash and Caustic Soda. Areas of specialized competence are water well development; pump efficiency testing, injection and production well rehabilitation, water pump installation, and water well drilling.

**Education:**

Rancho Santiago College  
San Bernardino College  
Sacramento College

**Certifications:**

NCCCO Certified  
Water Treatment II  
Water distribution II  
Water Math and Hydraulics  
ARC First Aid/CPR  
M.S.H.A  
40 Hour Hazardous Training

**Total Years Experience:**

39

**Joined Layne WRD:**

1986

**Relevant Project Experience**

**Well 31: City of Corona, Corona, CA –**

**Well Developer/Supervisor-** Well redevelopment to identify/mitigate the sand production during operation. Video survey performed followed by brushing and bailing of the well. Dual Swab Pumping throughout the screened section of the well to identify any specific areas that may be producing sand. Test pump installed and well was pumped at various flow rates to establish a flow where the sand production is at a minimum. A dynamic video was performed while the well was being test pumped to help identify any specific areas that might be the cause of the sand intrusion.

Contact: Zack Reid 951 739-4914  
Contract Amount: \$73,000.00

**Barrier Wells: LADPW, Alhambra, CA –**

**Well Developer/Supervisor –** Services to remove and install groundwater well submersible and vertical turbine line shaft pump units and to maintain, repair, or destroy wells on an intermittent basis.

Contact: Cody Snider 626 458-6197  
Contract Amount: NTE \$915,966.00

**Continued Education**

Waste Water I  
Water Math and Hydraulics



A GRANITE COMPANY

**MAX PALMER**

**Service and Electrical Manager  
Water Resources Division**

**Summary of Qualifications**

**Professional Registration:**  
CSLB  
NFPA  
ARC FLASH

**Certifications:**  
American Red Cross CPR  
OSHA 40 Hour Training

**Total Years Experience:**  
35+

**Joined Layne WRD:**  
2009

**References:**

David Song P.E  
Civiltec Engineering  
118 W Lime Ave  
Monrovia, CA 91016  
626 357-0588

Donald Brithinee  
Vice President  
Brithinee Electric  
6205 Rancho Ave  
Colton, CA 92324  
909 825-7971

Casey Fellen  
Assistant General Manager  
San Gabriel Water District  
8366 Grand Ave  
Rosemead, CA 91770  
626 287-8524

Mr. Palmer is responsible for schedules, assigning work and training employees. He also ensures the proper maintenance of equipment, compliance with electrical codes and adherence to safety regulations. Mr. Palmer will assist with electrical system installation, troubleshooting and repair as needed. Designing electrical systems and circuits, as well as contributing to improved designs.

**Relevant Project Experience**

**BOR: Bureau of Reclamation, Sacramento, CA**  
**Electrical Manager** – Drought relief, construction of (44) design build wells, dry utility coordination. Wells were completed with borehole depths from 220' to 1,020' deep and successfully tested at an average of 1500 GPM @ depths from 400' to 600'.

Contact: Brenda Davis (916) 978-5143  
Contract Amount: \$15,959,262.16

**TID 12: Tranquility Irrigation District, Tranquility, CA**  
**Project Manager** - Construction of 12 new agriculture design build wells, with dry utility coordination. Wells were constructed with borehole depths from 840' to 920' deep and successfully tested at an average of 2,000 GPM.

Contact: Danny Wade (559) 698-7225  
Contract Amount \$3,755,401.54



**PERRY MCMAHON, PMP**

**Project Manager  
Water Resources Division**

**Summary of Qualifications**

**Professional Affiliations:**  
Project Management Institute

**Total Years Experience:**  
11

**Joined Layne WRD:**  
2018

**References:**

Matt Banta  
Confluence Water Resources  
Principal Consultant  
775 843-1908

Peter C. Balas  
Integrated Water Services  
COO  
909 730-3504

John Casteel  
Open Mountain Energy  
Resource Manager  
925 895-3895

Sean Spaeth  
Wood Rodgers  
Project Geologist  
530 321-5623

Mr. McMahon has 11 years of experience in groundwater development and drilling operations. He specializes in municipal and industrial water well design, construction services, and well rehabilitation. Mr. McMahon manages projects in their entirety – from bid and contracting through completion and reporting to ensure timely and successful delivery of every project.

**Relevant Project Experience**

WW6: Phillips 66 Refinery, Carson, CA  
**Project Manager** – surface casing, 17.5" pilot hole drilling – flooded reverse circulation, geophysical logging, 26" borehole reaming to 970ft, 18" stainless steel casing/screen, gravel pack, & grout seal, double swab development, pump development, aquifer testing, and permanent pump equipment installation.  
Contact: Sean Hunt – (562) 453-3536  
Contract Amount: not disclosed

Wells DMW-1 and DMW-2: NAVFAC Southwest, 29 Palms, CA  
**Project Manager** – 2 wells - surface casing, 17.5" pilot hole drilling – flooded reverse circulation, geophysical logging, aquifer zone sampling, 26" borehole reaming to 970ft, 18" stainless steel casing/screen, gravel pack, & grout seal, double swab development, pump development, aquifer testing, disinfection, and permanent pump equipment installation.  
Contact: Scott Montgomery – 818 903-4864  
Contract Amount: not disclosed

Well 16: San Gabriel County Water District, San Marino, CA  
**Project Manager** – Sound walls, surface casing, 17.5" pilot hole drilling – flooded reverse circulation, geophysical logging, aquifer isolation zone testing, 26" borehole reaming to 900ft, municipal well construction (16" stainless steel and HSLA casing/screen, gravel pack, & grout seal), double swab development, pump development, aquifer testing, final video survey, plumbness and alignment testing, final disinfection and abandonment of existing well.  
Contact: David Song – (626) 357-0588  
Contract Amount: not disclosed

**Education**

BA – Literature – University of Nevada, Reno



A GRANITE COMPANY

# STEVE GILLMAN

Operations Manager  
Water Resources Division

### Summary of Qualifications

Steve Gillman has been in the industry since 1985. He has 35+ years of knowledge in the water industry. His experience and knowledge in the water industry qualify him as a specialist in the following areas: site safety, rig mob/demob, mud management, lost circulation remedies, installation of casings, cementing, deviation surveys, daily drilling logs, rig repairs and maintenance, packer testing, mechanical integrity testing, pressure testing, pressure grouting and backside tremie cementing.

#### Training:

American Red Cross First Aid/CPR  
OSHA  
MSHA

#### Well Driller License(s):

Nevada # 1662

#### Total Years Experience:

35+

#### Joined Layne WRD:

2004

#### References:

##### Ted Caldwell

Account Manager  
Roscoe Moss  
4360 Worth Street  
Los Angeles CA 90063  
323 263-4111

##### Terry Herring

Owner  
Anthony Pumps & Drill Inc  
2101 Washington Street  
Anthony, NM 88021  
575 882-2324

##### Walter Bricker

Owner  
JG Boswell  
PO Box 877  
Corcoran, CA 93212  
559 992-5011

### Relevant Project Experience

#### **SDF: Sweetwater Authority, San Diego, CA**

**Operations Manager** – The Sweetwater Authority is expanding the facilities to achieve the full 8,800 acre feet per year capacity with the construction of (5) new municipal brackish groundwater wells. The wells were drilled and constructed with borehole depths of 880' to 1,020 deep and successfully tested at an average of 2,115 GPM @ 200'.  
Contact: Tom Henderson P.G. (619) 687-0120  
Contract Amount: \$7,033,913.73

#### **AV New Wells: Anthony Vineyards, Bakersfield, CA**

**Operations Manager** – Five (5) new wells were drilled and constructed with borehole depths from 1,470' to 2,240' deep and successfully tested at an average of 2,569 GPM @ 560' to 740".  
Contact: Mr. Rope Eddy (661) 858-6211  
Contract Amount: \$3,368,802.62

#### **TID: Tranquility Irrigation District, Fresno, CA**

**Operations Manager** – Fourteen (14) new wells were drilled and constructed with borehole depths from 840' to 920' deep and successfully tested at an average of 2,006 GPM @ 500'.  
Contact: Mr. Danny Wade (559) 698-7225  
Contract Amount: 4,876,034.66



A GRANITE COMPANY

## VICTOR OLVEDA

Lead Superintendent  
Water Resources Division

### Training:

American Red Cross First Aid/CPR  
OSHA  
HAZWOPER 40  
HAZWOPER 24  
Lockout/Tagout  
PPE  
Fall Protection  
OSHA  
Excavation  
Forklifts  
Compressed Gas Cylinders  
Electrical Safety  
Unsafe Conditions  
Stop Work Authority  
Injury/Illness Reporting  
Respiratory Protection  
Site Safety

**Well Driller License(s):**  
Nevada# 1964

**Total Years' Experience:**  
33

**Joined Layne WRD:**  
2004

### Summary of Qualifications

Victor Olveda is a water well industry professional offering and extensive career history since 1987 in the water industry. He has expertise in managing and executing projects throughout California and the United States. He is more than familiar with various drilling methods, mud rotary, direct air & foam, dual wall reverse circular, and flood reverse circular. Mr. Olveda demonstrates leadership skills and builds effective team working relationships. Safety is a priority at Layne and Mr. Olveda sets examples by exhibiting as a positive role model for safety first to all of his fellow employees, clients and anyone he comes in contact with on a daily basis.

### Relevant Project Experience

#### Wells 95,96 & 94: EMWD, Hemet, CA

**Drilling Supervisor** – Construction of 2 new desalter-supply brackish water wells including down-hole geophysical logs, three isolated aquifer zone testing per well, caliper logs, well development, final pumping tests and flow meter survey, well disinfection and capping.

Contact: Lynda Stanley (951) 928-3777  
Contract Amount \$2,196,403.57

#### SDF: Sweetwater Authority, San Diego, CA

**Drilling Supervisor** – The Sweetwater Authority is expanding the facilities to achieve the full 8,800 acre feet per year capacity with the construction of (5) new municipal brackish groundwater wells. The wells were drilled and constructed with borehole depths of 880' to 1,020 deep and successfully tested at an average of 2,115 GPM @ 200'.

Contact: Tom Henderson P.G. (619) 687-0120  
Contract Amount: \$7,033,913.73

#### Well 7: Inglewood Water District, Inglewood, CA

**Drilling Supervisor** – Drilling and equipping new well. Drill 48-inch OD x 3/8-inch thick LCS conductor casing into place to 50' BGS. Drilled pilot borehole from 50' to 700'. Install 20-inch ID x 3/8-inch wall type 304: SS ASTM A778 blank well casing from 2' AGS to 350' BGS. Well development and testing.

Contact: Mr. Thomas Lee (310) 412-5333  
Contract Amount: \$1,915,546.26



## Appendix 19.0

### About Layne Christensen Company



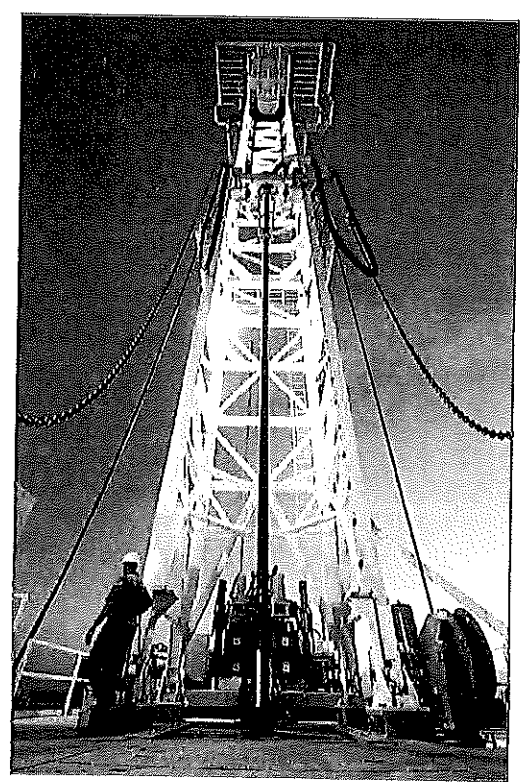
## ABOUT LAYNE CHRISTENSEN

Water, Energy, Minerals  
Together delivering  
**VALUE.**  
*Innovation.*  
**Results.**

Layne Christensen is a leading provider of drilling and related services to the water, energy, and mineral sectors. Layne brings modern skills, an experienced work force, and a highly-trained team to our clients in the public and private sectors. Our commitment to safety stands behind each employee and is seen in every project. Our core values are

- Safety
- Sustainability
- Integrity
- Excellence

Our water division is the market leader in the groundwater industry and provides a full suite of water-related products and services. We supply a comprehensive range of design, construction, and maintenance services for municipal, industrial, power, and agricultural water systems.



## LAYNE HISTORY

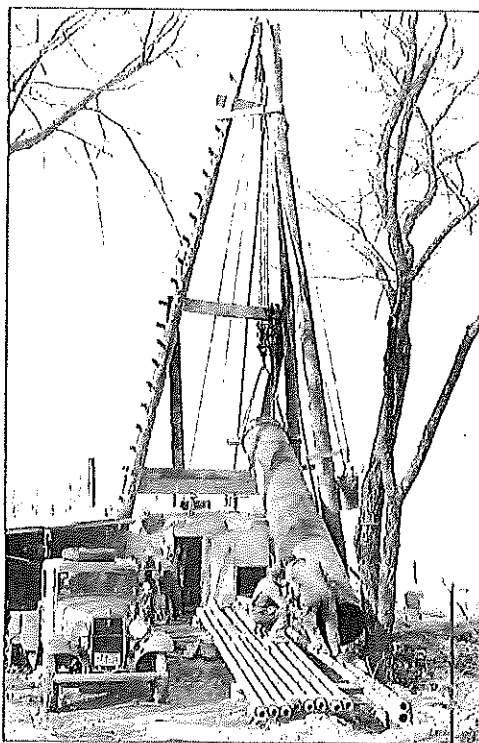
### Results Since 1882...

Layne Christensen Company has a rich and diverse history dating back to 1882 where we began as a domestic water-well drilling company in South Dakota. From those humble roots, and over 130 years, we have evolved into one of the world's leading providers of drilling and related services through our three key divisions

- Water
- Mineral
- Energy

Innovation and vision throughout our history has led to our broad range of services that meet the needs of our various clients and provides stability in an ever changing environment. Today we continue our legacy of value, innovation, and results through our dedication to safety, sustainability, integrity, and excellence.

Our Water Division most closely represents the historical origins of Layne, Inc. Mahlon Layne began by drilling water wells in South Dakota and Texas, and his legacy continued throughout the 20th and 21st centuries with many water well related patents and by Layne becoming the largest driller of high-capacity water wells. Our water purification roots reach back to 1950, and with the 2005 acquisition of Reynolds, Inc., a heavy civil construction company, we have evolved into a full line of water-related products and services.



# LAYNE CAPABILITIES

## WATER, MINERAL, AND ENERGY

Layne is a world leader in non-oil field contract drilling and manufacturing. We provide drilling, infrastructure, and related services through our three key divisions: Water, Mineral, and Energy. Headquartered in Mission Woods, Kansas, we operate more than 80 integrated offices worldwide and have more than 4,500 highly-skilled staff.

### RANGE OF SERVICES

- |   |   |
|---|---|
| Hydrological studies and engineering                  | Specialty foundations                               |
| Water well design and drilling                        | Ground improvements                                 |
| Water Treatment Equipment                             | Deep foundations                                    |
| Collector well design and construction                | Earth retention                                     |
| Surface water intakes                                 | Advanced drilling services for mineral exploration  |
| Well and pump rehabilitation and maintenance          | Directional drilling                                |
| Water treatment facility design and construction      | Mine dewatering                                     |
| Filtration media products                             | Environmental investigation and remediation         |
| Wastewater treatment facility design and construction | Specialized drilling in complex geological settings |
| Injection wells                                       | Design-build for anaerobic digester systems         |
| Water and sewer pipeline construction                 | Tunnels   |
| Sewer rehabilitation                                  | Marine construction                                 |
| Inliner cured-in-place pipe lining                    | Design, build, and rehabilitation of pumps          |

# SAFETY

## *Safety* is Paramount at Layne

At Layne, *safety* is our number one priority, which is reflected throughout our company and in our numbers. Over the course of its history, Layne Christensen has developed safety performance standards that always meet and often exceed compliance with federal, state, and local laws and regulations. Our integrated safety program's effectiveness is shown in the improvement of our lost time incident rate and total recordable incident rate. Layne's safety record outpaces industry averages because we know that safer employees, contractors, and work environments result in more effective operations. We believe that all accidents are preventable, so we continue to work towards the goal of 100% safe working hours.

Layne's Safety, Health, and Sustainability Department delivers in-house safety training that covers all phases of the health and safety field and is compliant with the most up-to-date OSHA, MSHA, and DOT regulations. Not only are Layne employees continuously trained on safety practices, we also provide safety training to client's employees.

On the job site, our field employees possess the necessary personal protective equipment and detailed, site-specific safety information that covers issues including confined space entry, environmental health and safety plans, and on-site monitoring. Every Layne employee has Stop Work Authority, because we know that every employee is responsible for safety.



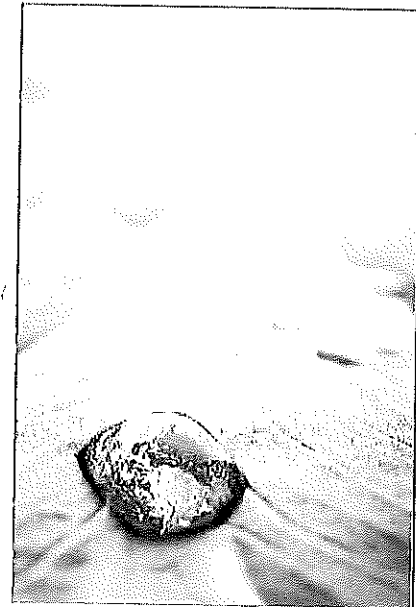
## SUSTAINABILITY

### A Sustainable History, a Sustainable Future

Layne has always been in the sustainability business. We bring water to the world and provide communities with critical infrastructure. As a company that conducts projects all over the world, we contribute to the livelihood of the local individuals that we hire and provide access to important natural resources that support global industries. In 2010, we became one of the first in our industry to respond to the Global Reporting Initiative.

Fundamentally, Layne's Water Resource Division delivers products and services that help support one of the world's greatest sustainability challenges – we use advanced technology to locate and produce water. We know that water is emerging as one of most pressing global sustainability challenge.

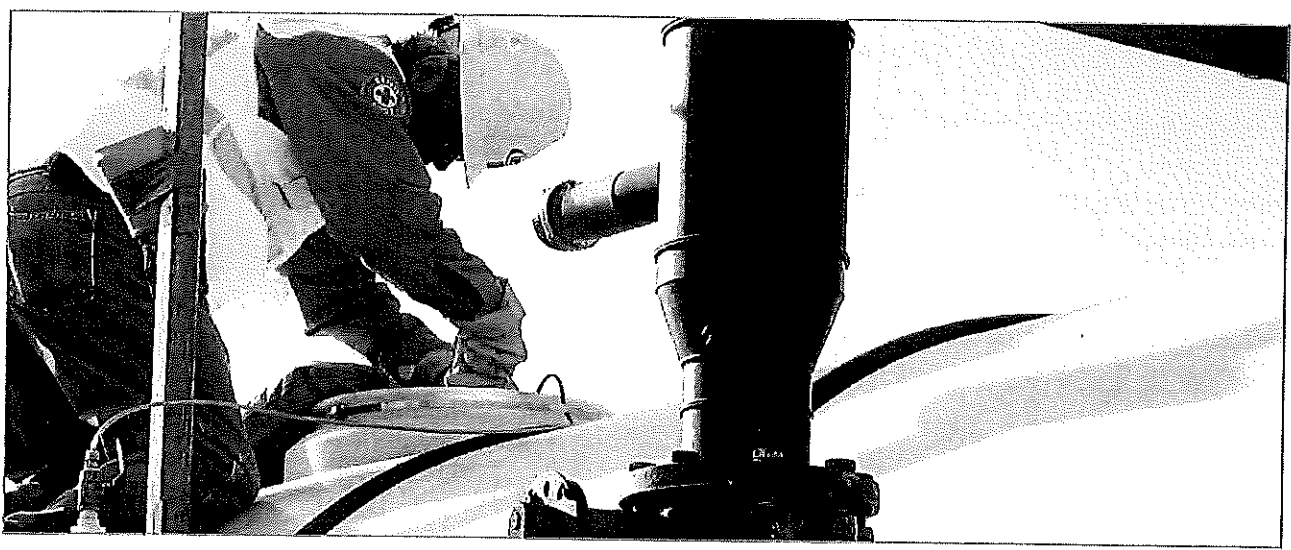
In the future, Layne will continue to operate as an effective, responsible partner. Where opportunities exist to improve our water or energy footprint, we will identify appropriate efficiency or reduction targets. When our expertise is needed to solve major challenges, we will be there. As a business that has grown, evolved, and survived for more than a century, we understand sustainability. Our history is built upon it, and our future depends on it.



# WATER SUPPLY

## WELL MAINTENANCE AND REHABILITATION

Layne is a nationally recognized leader in the repair and maintenance of water wells and pump systems. Our experienced personnel have the ability to thoroughly test and analyze the condition of a water well system and then perform all necessary maintenance to maintain the system. Our team includes experienced Engineers, Geologists, and highly trained and experienced Service Technicians to solve problems in a safe and effective manner. A system working at the optimum level leads to better efficiency and increased lifespan, and consequentially decreases system costs.



## RANGE OF SERVICES

- |   |   |
|---|---|
| Chemical and mechanical well rehabilitation       | Water treatment equipment repair                |
| In-house repair and fabrication                   | Pump and motor rentals                          |
| Well re-screening, re-casing, and re-lining       | Pump and motor sales                            |
| Routine preventative maintenance                  | Pump control sales and service                  |
| Well development and redevelopment                | Variable frequency drive sales and installation |
| Video, caliper, electrical, and gamma ray logging | Fishing activities for lost pumps               |
| Well and booster pump repair                      |   |

# SPECIALIZED DRILLING

## ENVIRONMENTAL & GEOTECHNICAL DRILLING

Layne's Specialty Drilling group offers sophisticated drilling services for the environmental, mining, energy, geotechnical construction, and water supply markets. We solve your difficult problems by gaining a complete understanding of your needs and project goals and then tailoring a solution that fits your budget and schedule. With our knowledge and experience combined with the industry's most comprehensive drilling methods, we identify the best approach to your specific project. The Chilean Mine Rescue was no exception. Our expert drillers combined with our solid plan, led to a much quicker rescue of the miners than expected.



### RANGE OF SERVICES

Injection wells

Slicklines

Specialized drilling in complex geologic settings

Slope stability (inclinometer, tiltmeters)

Environmental investigation & remediation

Hydrogeological investigations

Mine-dewatering

Geotechnical investigations

Monitoring wells

Aggregate exploration

Utility boreholes

Soil and water sampling



Appendix 20.0  
Contractors License





CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **510011** Firm **CORP**  
Business Name **LAYNE CHRISTENSEN COMPANY**

Classification **A C57 C61/D09 C10 C61/D21**

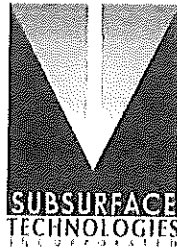
Expiration Date **05/31/2021** [www.cslb.ca.gov](http://www.cslb.ca.gov)





## Appendix 21.0

### Preventive Well Maintenance Reduces Costs



## **Preventive Well Maintenance Reduces Costs**

**Neil Mansuy  
Subsurface Technologies, Inc.**

### **Introduction**

The starting point for all water treatment processes, and the initial cost of delivering on-specification water, is the raw water supply. Roughly, 50% of all raw water supplies are obtained by extraction from groundwater aquifers using wells. Well operation and maintenance costs exceed treatment costs for many groundwater users (1). Reduction of costs associated with wells can significantly reduce the total cost of delivered water.

Wells experience loss of production capacity, and water quality problems, as a normal process of aging. The causes are normally categorized as physical, mineral and biological. Often, bacteria growing in biofilms can filter minerals from the water as it passes over the surface. Within this biologically accumulated material, fines from the formation (clay, silt, and fine sand) can also become trapped. This trapped or accumulated material increases costs by reducing the efficiency of the hydraulic connection between the well and the aquifer. The power required to pump water grows proportionally to the lost efficiency. If allowed to proceed, well plugging can result in total loss of the well (2). Power use is not the only cost increase; the rehabilitation costs more and takes longer if deposits are allowed to accumulate and harden. Maintenance problems have become recognized as one of the most significant costs of operating pump-and-treat systems and water supply wells. Additional cost is associated with extended downtime for rehabilitation leading to the need for additional wells and the inability to achieve a design extraction rate and maintain capture. The most extreme costs come with complete loss of a capital asset, and the returns that asset would have provided. There is incredible natural variability in water chemistry and aquifer composition, requiring specialized materials and construction techniques to install wells that perform as expected. Wells are significant capital investments that require maintenance to provide the expected value.

A physical analog for an aquifer is much closer to a kitchen sponge than 'rivers of subsurface water'. It is in that environment, sponge vs. river, that we construct wells for extraction of groundwater. A well is for all practical purposes a straw in a sponge; it is not difficult to visualize that all water that is extracted from the straw must be filtered through a very small volume of sponge, close to the straw. The subsurface environment is not aseptic; it teems with microorganisms. Because of the concentration of flow near the well, microorganisms receive a better food supply than elsewhere in the aquifer, and thrive (3). That same concentration of flow serves to mobilize the finest particles of the aquifer 'sponge', transporting them to the interface between the well and the aquifer, reducing open space (pore volume). Any reduction of open space in the aquifer will impede flow to the well.

In the water well industry, "rehabilitation" is a term used to reflect many different repairs, some of which have no effect on regaining well efficiency. Maintenance is the term generally used when the well repair does not involve pulling the pump, an often lengthy and expensive process. For clarity, we define rehabilitation to be a well cleaning process designed to restore lost production capacity, or solve quality problems, that requires the pump to be pulled. The rehabilitation process will generally involve iterative use of chemical, physical, or thermal treatment, singly or in combination, designed to loosen or dislodge fouling; and, physical surging, scrubbing, and pumping (work-over) to move the dislodged material into the well where it can be removed. Here, we define maintenance as well cleaning procedures that do not require pulling the pump. Preventative maintenance consist of a program of well cleaning with the pump in place that is conducted at a frequency and level of effectiveness sufficient to greatly reduce, or eliminate, the need for rehabilitation.

The routine operational procedure regarding well fouling and plugging is to wait until the well has experienced a significant problem before performing some type of rehabilitation or maintenance treatment. Often, the amount of deposited material can be very extensive, and complete removal of the deposits can be difficult. Under these conditions, it is difficult to achieve the same pore volume that existed when the well was new. Maintenance is often performed when rehabilitation is required to reduce apparent costs. Cleaning a well with the pump in place creates a significant limitation for removing material from the bottom part of the well and the surrounding aquifer. Consequently, the bottom parts of many wells are not effectively cleaned due to the lack of velocity to get deposits detached from surfaces and effectively "flush" them from the well. Traditional chemical treatments are often not capable of delivering the necessary energy to remove the deposited material and return to the original surfaces of the well screen and aquifer materials. Chemical treatments aggressive enough to clean the well screen and pore volume can be too aggressive for pumps. This causes less and less pore volume to be recovered each time a maintenance treatment is performed and the time frame between treatments becomes shorter and shorter. This historical limitation to maintenance efforts lies wholly in the inability to deliver sufficient force and chemistry into the well and the surrounding aquifer to clean the well and remove the deposits with the pump in place. We report on an effective CO<sub>2</sub> based preventative maintenance system that delivers the required force and chemistry to maintain original well capacity, improve water quality, reduce downtime, and cost far less than a rehabilitation or conventional maintenance program.

## **Well Performance and Capacity**

There are several quantitative measures of well performance. The most commonly thought of is discharge (Q), the volume of water produced per unit time. The vertical distance between the static, non-pumping water level, and the pumping water level is called drawdown (s). The greater the drawdown, the higher the power costs. If you try to discharge more water than can be supplied by the aquifer, or will pass the aquifer-well connection, water levels in the well decrease until the pump is exposed and the well runs dry. Drawdown is reduced by construction of higher capacity and/or efficiency wells at higher cost. Optimization of design results in a well that minimizes drawdown and construction cost while meeting the required discharge rates and intervals. When a significant safety factor is used in the well design, the well is said to have excess capacity.

Wells are often pumped at variable discharge rates, discharge varies with drawdown, and drawdown increases with the duration of pumping. A normalization of the data is needed for

comparability. Specific capacity is a normalized measure of well performance (Q/s) indicating the amount of water that is available per unit drawdown. A decrease in specific capacity is a general indication of well fouling. Unfortunately, by the time that large losses in specific capacity are observed, well plugging has progressed to the point where rehabilitation, rather than maintenance, is required to restore lost capacity.

We have found that losses in specific capacity over time can be highly nonlinear. This behavior has negative consequences. First, it makes it very difficult to make a priori estimates of when a well requires maintenance, to avoid rehabilitation, without significant practical experience. Local and regional variability in hydrogeology makes a generic approach to scheduling maintenance unreliable. Second, precipitous losses in specific capacity or large increases in drawdown may make it abruptly impossible to obtain the needed raw water supply. This will have a calamitous impact on the users of that water. Third, the level of redundancy required to ensure a well-based raw water supply increases capital costs, decreasing the feasibility or profit potential of groundwater based ventures. These negatives can be offset to a substantial degree with reliable preventative maintenance programs. To understand the reasons behind the unpredictability we need to examine the governing equations and their physical basis in the well-aquifer system.

The well-aquifer system has a natural resistance to flow. Drawdown results from that resistance. Several components contribute resistance to flow. The total drawdown (s<sub>t</sub>) under pumping conditions can be expressed by the sum (4):

$$S_t = S_a + S_{wl} + S_{pp} + S_b - S_r \quad \text{Eq. 1}$$

where:

- s<sub>a</sub> = the resistance to groundwater flow from within the aquifer;
- s<sub>wl</sub> = the well loss attributable to the transition from laminar to turbulent flow, at or outside the well screen;
- s<sub>pp</sub> = the drawdown due to a well screen only partially spanning the thickness of the aquifer, due to vertical flow components;
- s<sub>b</sub> = drawdown caused by the finite extent of an aquifer; and,
- s<sub>r</sub> = the decrease in drawdown (buildup) that is caused by local recharge to the aquifer.

Total drawdown increases with pumping duration because the aquifer is dewatered, decreasing the saturated thickness, increasing the value of s<sub>a</sub>. With respect to well rehabilitation and maintenance, the primary term of interest is s<sub>wl</sub>, the well loss. We expect the other three terms in Eq. 1 to remain relatively constant over time.

Figure 1 schematically illustrates the relationships between well loss, drawdown, and static and pumping water levels. If the well loss term is insignificant, the well is near 100% efficient, and the pumping water level is equal to the lowest level of the cone of depression. High capacity wells are rarely 100% efficient, even when new, due to a combination of factors that contribute to well loss. The most commonly cited physical reason for well loss is a transition from laminar to turbulent flow. Well plugging also contributes to the well loss term. Jacob (5) examined the differences between theoretical and observed drawdown and crafted an empirical approach to separating the drawdown due to s<sub>a</sub> from that due to s<sub>wl</sub>. There have been few advances in Jacob's approach since that time, in fact, it has been demonstrated that there are serious practical problems in the approach (2). The transition from laminar to turbulent flow has never been measured in

geomedia near a production well. The groundwater flow in the near well environment is not well understood.

At this time, our ability to quantify and mathematically describe the physical controls on well losses is poor, although the combined value of  $s_a$  and  $s_{wl}$  can be measured quite accurately. Part of the problem is that the well losses are assumed equal radially and vertically from the well screen, when in reality those conditions are a very rare exception. Additionally, the well loss analysis requires that we identify the radial distance of the transition from laminar to turbulent flow ( $r_w$ ). This distance is poorly known, and often arbitrarily set as the well screen radius or an estimated, larger, developed zone. The physical situation depicted in Figure 2, where the boundary between  $s_a$  and  $s_{wl}$  effects lies farther from the screen cannot be discriminated from the situation in Figure 1 using discharge and drawdown measurements alone. Because the net result of plugging and fouling is large increases in well loss, in a very inhomogeneous and asymmetrical manner (1), radial approximations cannot accurately reflect reality. Figure 3 represents a simplification of field conditions;  $r_w$  will be highly variable in three dimensions and the  $r_w$  used in specific capacity evaluation will necessarily be some average of the individual values. The current limitations in evaluating the source and magnitude of well losses makes it very difficult to base maintenance programs on discharge and drawdown data.

Examination of the equation for theoretical specific capacity ( $Q/s_t$ ) provides insight into how the three-dimensional variability of  $s_a$  and  $s_{wl}$  prevent the detection of incipient plugging prior to catastrophic loss of production capacity or water quality. From Walton (4) theoretical specific capacity in English units is defined as:

$$\frac{Q}{s_t} = \frac{T}{264 \cdot \log\left(\frac{T \cdot t}{2693 \cdot r_w^2 \cdot S}\right) - 66.1} \quad \text{Eq. 2}$$

where:

- $Q/s_t$  = theoretical specific capacity (gpm/ft);
- $Q$  = discharge (gpm);
- $T$  = coefficient of transmissivity (gpd/ft);
- $S$  = coefficient of storativity (dimensionless);
- $r_w$  = nominal radius of well (ft); and,
- $t$  = time since start of pumping (min).

Equation 2 assumes that there are no well losses and full well penetration (no  $s_{pp}$  losses). In the case of well losses,  $r_w$  is interpreted as the effective radius of the well; e.g. the radial distance from the well centerline to the transition between laminar and turbulent flow. Transmissivity is a measure of the aquifers ability to transmit water under a unit decline in head. From Eq. 2 we note that specific capacity varies with the log of  $1/r_w^2$ . Figure 4 schematically depicts the relationship between  $r_w$  and specific capacity for constant  $T$  and  $Q$ . Because of the inverse logarithmic relationship, specific capacity declines abruptly at some critical value of  $r_w$ .

The relationship between the  $r_w$  turbulent flow transition and specific capacity may be somewhat counter intuitive. Turbulent flow contributes to drawdown because of energy losses.

The vertical zones of an aquifer with the longest  $r_w$  are transitioning to turbulent flow farther from the well screen because these are preferential flow paths. One might expect the energy losses over longer distances to cause turbulent flow zones to be less transmissive, to provide less water overall, however, high velocities are a result of the large flow volume. Plugging reduces flow, and velocity, causing  $r_w$  to be shortened. From Figure 4 it is clear that an abrupt transition in specific capacity will occur at some  $r_w$  for all flow paths. When highly transmissive, vertically discrete, production zones reach this abrupt breakpoint, accelerated and catastrophic loss of production occurs, generally without warning.

Gradually, in all wells, highly transmissive zones plug, and discharge is derived more and more from pathways of lower flow resistance than the plugged zone. Drawdown data provides no early indication of this plugging to trigger maintenance. As plugging continues, all flow paths develop shortened  $r_w$  and large changes in drawdown and specific capacity are noted. The concept of discrete production zones in wells having highly variable  $r_w$ , thus specific capacity, and the redistribution of production to pathways of lower resistance, are found in the pre and post rehabilitation data from a high capacity production well. Table 1 presents the pre and post rehabilitation data obtained from a spinner log. The subject well is screened across multiple water production zones. A spinner log measures the contribution of each production zone to the total production under pumping conditions. From Table 1 it is clear that Zones 1 and 2 had experienced significant loss of production capacity. However, the well was still supplying its needed capacity (3000 gpm) at higher drawdown. The spinner log reveals that the flow lost from Zones 1 and 2 was being supplied primarily by Zones 3 and 4. When  $r_w$  in Zones 1 and 2 decreases to below that available in other zones, the zones with the highest  $r_w$  will supply the water, at increased drawdown. If these zones differ in water quality, as most zoned aquifers do, the water quality produced by the well will be variable as plugging progresses.

If spinner logs were conducted frequently and a model for the progression of incipient plugging to unacceptable lost capacity or quality developed for this particular well, it may be possible to detect and trigger preventative maintenance. However, spinner logs can be expensive as compared to maintenance treatments, the strategy may not be cost effective. For a groundwater user with many wells, development of a regional or local model for maintenance intervals based on intensive study of a limited number of wells may be cost effective. At this time, maintenance intervals are generally selected based on: the frequency of historically required rehabilitation; the success of those rehabilitations; local and regional data from similar wells; practical experience with the maintenance technology; and, intuition.

**Table 1: Redistribution of Production Due to flow Resistance**

Production Zone (ft)	Pre-Rehabilitation Production (3000 gpm total)	Post-Rehabilitation Production (3000 gpm total)
Zone 1 0-400	600	1,074
Zone 2 400-570	568	1,002
Zone 3 570-700	793	267
Zone 4 700-800	481	150
Zone 5 800-1000	314	194
Zone 6 1000-1030	244	313

In the past, a 15% to 20% loss in specific capacity was the recommended guideline to commence a rehabilitation effort. In many cases, this may already be too late to create enough disruptive action with the pump in place because significant deposition can occur prior to

recognizing a loss of specific capacity. It would be better to use a time frame approach (e.g., every three months or six months or once a year) than to rely on the loss in a specific capacity, and it is clearly better to do it more frequently rather than less. Using the scheduled approach to maintenance, the time frame between maintenance would be determined geographically from experience in an area, well field or well. In cases where a well has excess production capacity, the specific capacity may not be a true measure of hydraulic efficiency. In these cases, you could actually recognize significant loss of the porous media capacity, much of the aquifer capacity or production capacity. Much of the porous media surrounding the well could be plugged without affecting the specific capacity. In the case where a well has excess capacity, then the preventative maintenance needs to be performed as soon as there are any losses in specific capacity, which can be frequent.

Critical lost capacity conditions are generally met by crisis management strategies. Maintenance operations are often ineffective because the volume, extent, and durability of the encrustations and plugging prevent effective cleaning without pulling the pump. Time and money are wasted on these efforts. A well rehabilitation is ordered, and downtime stretches into weeks of lost opportunities and escalating costs. The well is restored to operation, or replaced with a new asset, and the historic paradigm of ruin, rehabilitate, and replace continues. Effective preventative maintenance strategies clean the well during the incipient plugging phase, when the deposits are softer and easier to remove, the only time that maintenance results in effective restoration of lost capacity.

**Aqua Gard™ CO<sub>2</sub> Based Preventative Maintenance System**

In order to remove deposits from surfaces, you must deliver adequate energy into the well and aquifer. This energy can be described as energy to disrupt and dissolve, detach, mobilize, and fluidize plugging and encrustations. The energy needs to operate on the surfaces of sand, gravel, and well screen allowing the deposits to be removed more effectively during the pumping off phase. The effective removal of the detached sediments requires keeping the sediments in suspension, which is accomplished by producing energy of agitation during the pumping off phase.

Shock chlorination as a preventative maintenance chemistry is too limited in its ability to remove deposited material. The effectiveness of shock chlorination is lost once the microbes have developed their biofilm protective mechanisms. These same biofilms are associated with mineral deposits and trap migrating fines. Once protected, disinfectants are often not going to be able to impact the biofilms. We are better served looking to more broad-range chemistries, such as acids and bases with buffers and inhibitors, occasionally thermally assisted, for preventative maintenance. However, even with the best chemistries for preventative maintenance it is still very difficult to get good removal of material, in large part because of the inability to get enough energy into the bottom of the well and the surrounding aquifer for mobilization and fluidization. A separate problem for blended chemistries is that the biodegradable portions themselves can contribute to biological growth. These problems can be overcome, with the pump in place, by using a treatment chemistry and application method that can provide sufficient force and chemical activity to bring about the desired result.

We have determined that application of liquid and gaseous CO<sub>2</sub> to well screens and formations brings about the desired result. This new concept relies on the permanent, strategic placement of energy injection equipment at various points in the well. The concept is to begin to keep surfaces clean in a well and the surrounding aquifer instead of waiting for the surfaces to become completely fouled and encrusted.



Preventative well maintenance programs can be very effective in reducing well problems and can help to maintain the well's production. As mentioned earlier, it is common practice to operate wells until they experience a significant loss of specific capacity before rehabilitation efforts are performed. At this point, it can be more difficult, if not impossible, to restore the capacity to its original condition because of the amount of plugging of the well screen. Preventative maintenance treatments offer the advantage of removing deposited material at the early stages.

The periodic removal of the deposits at the early stages of their formation may also help to slow the rate of corrosion experienced in wells. Much of the corrosion in wells is caused by "tuberculation" resulting from a symbiotic growth of iron related and slime forming bacteria with the sulfate reducing bacteria. The sulfate reducing bacteria are growing in the anaerobic zone created by the aerobic slime forming bacteria. Most of the corrosion is occurring under the tubercles. Since the surface fouling is necessary for the corrosive environment to occur, by using CO<sub>2</sub> well maintenance system you can prevent much of the under deposit corrosion.

The CO<sub>2</sub> based preventative maintenance system, with energy injection equipment installed along with the existing pump, eliminates the need to remove the pump while achieving the energy necessary remove deposits from surfaces and mobilized out of the well. The use of gaseous and liquid carbon dioxide offers one of the best methods of delivering energy into every part of the well and the surrounding formation without removing the pump. This periodic cleaning of the surfaces can be performed on a scheduled interval, determined by the historic rate of fouling and the current data readings. The cost of the periodic cleanings are significantly less than the cost of a major well rehabilitation. CO<sub>2</sub> offers the advantage of not having to neutralize or dispose of spent chemicals. Some applications may need the addition of chemical energy along with the use of liquid carbon dioxide. In some instances, this chemical energy may help to more completely detach the biomass and associated minerals. Once the material has been detached from the surfaces, it needs to be removed from the bottom part of the well and the surrounding formation. This can best be achieved with the simultaneous pumping and occasional fluidization of the sediments and deposits. This will allow more complete cleaning of surfaces and allow the original pore volume that exists around wells to be maintained more effectively. The maintenance of the pore volume and keeping surfaces clean therefore extends the timeframe between rehabilitation efforts.

Barrier wells and injection wells that are not equipped with pumps can be maintained using the CO<sub>2</sub> to air lift the material from the well and the surrounding formation. Once the material has been detached from the surfaces, it needs to be removed from the bottom part of the well and the surrounding formation. This, again, can best be achieved with the simultaneous pumping and occasional fluidization of the sediments and deposits.

**Results**

Two test cases are presented here with costs and savings calculated over a 36-month period. The first case is a facility used for breeding laboratory mice primarily for the pharmaceutical industry, shipping 10,000 mice per week. Water at the site was primarily used for facility cleaning, stock feed and domestic purposes, excluding consumption. Prior to the installation of the Aqua Gard systems all of the wells at the site tested positive for total coliform and *e.coli*, rendering it non-potable. The site was chosen based on the following criteria:

- Multiple wells (nine)
- High rate of well fouling

- Extreme biological activity (Iron Related Bacteria)
- Poor water quality, multiple levels of filtration, non-potable finished water.
- Supplemental water required too meet the needs caused by rapid yield decline.

All wells are installed in bedrock with +/- 50 feet of steel casing, average dimensions equaling 6"x 200' and producing an average yield of 10 gpm. Specific capacity and well yields would decline to zero within six months of prior well maintenance efforts. Severe plugging/fouling occurred not only within the well, but inside the pump, drop line and offset lines to the facility. Maintenance of the nine wells located at the site was previously performed on each well, using non-CO<sub>2</sub> chemical cleaning, every six months in an effort to maintain yields and capacities. Cleanings consisted of 1.5 days (24 man hours x \$15/hr = \$360) for each well, plus \$60 in chemical cost/well/service for a total of \$420/well cleaning. Cleaning efforts resulted in marginal increase in yield and capacity, with such increases declining immediately. Poor water quality caused by very high levels of biological activity required multiple levels of filtration. Filtration cost averaged \$5,000 per month for filters. Labor to clean and change filters at the facility cost ~\$12,000/month, calculated at 20 man hours/month for each of the 38 buildings at a rate of \$15/hr for a total of \$11,400. Filtration cost totaled \$16,400, or \$1,822 per well/month. Energy costs for the pumping wells is difficult to calculate because all wells are on the same meter. The site project superintendent stated that prior to the preventative maintenance program, all nine wells were pumped constantly during 24 hour periods to meet the demand of the plant. Cost benefits are presented in Table 2.

**Table 2: Cost benefit from preventative well maintenance**

Task	Old Program	Aqua Gard™ Program	Savings
Well rehabilitation		\$9,200	
Aqua Gard installation		\$2,595	
Well cleaning cost	\$2,520	\$6,000	
Water treatment cost during cycle	\$65,600	\$13,600	
36 Month per well total	\$68,120	\$31,395	\$36,725
<b>36 Month Site Total</b>	<b>\$613,080</b>	<b>\$156,975</b>	<b>\$456,105</b>

Preventative maintenance installation allowed the site to pump five wells for 10 minutes each half hour, or 20 minutes per hour to meet demand because of the maintained pumping level and well efficiency's, compared to pumping nine wells for 24 hour periods prior to installation and scheduled service events. The wells now provide all of the water needed to meet site demand with improved quality. Energy costs have been reduced by ~ 82% per month during the three-year analytical period (40 minute per hour energy savings), further reduced by pumping only five of the nine wells, as a result of the wells ability to produce more water with less drawdown.

The demand on water treatment was greatly reduced because of the improved water quality. The required labor to clean and change filters after Aqua Gard installations was reduced from 760 man hours per month to 160 man hours per month for the 38 buildings, representing a labor cost reduction of ~80%. Filter costs were reduced to \$111 per month. The improved water quality is a result of effective well cleaning and the ability to keep well and formation surfaces clean, through the early and preventative scheduled service events. In addition to stable increased water production, the preceding analysis demonstrates that the client has reduced his finished water costs at the site by \$456,105 over a three year period, excluding the cost savings associated with supplemental water and actual energy costs, as a result of installing preventative maintenance.

The second case study involves a municipal water supplier. CO<sub>2</sub> preventative maintenance was installed in five well potable water supply wells for an eastern US facility. Water supply was intended to meet the initial and growing local demand. The first well installed had steady decline in well yield and efficiency, almost immediately following its installation. Within 6 months of installation, the well had lost ~35% of its yield and 37% of its efficiency, thereby requiring rehabilitation (Figure 5). A well cleaning was performed and the Aqua Gard system installed. Actual well cleaning costs are represented and based on historical performance rehabilitation efforts would need to be performed every six months to restore lost yield and capacity. The cost benefit analysis assumes that cleanings would be carried out every 6 months. The subsequent wells installed at the facility were immediately equipped with Aqua Gard upon construction to avoid well cleanings on a semi-annual basis.

**Table 3. Cost benefit from preventative maintenance**

Task	Old Program	Aqua Gard™ Program	Savings
Well rehabilitation	\$19,000	\$19,000	
Aqua Gard installation		\$7,000	
Cleanings over 3 Years	5	11	
Cost per service	\$19,000	\$3,400	
36 Month per well total	\$114,000	\$63,400	\$50,600
<b>36 Month Site Total</b>	<b>\$570,000</b>	<b>\$317,000</b>	<b>\$253,000</b>

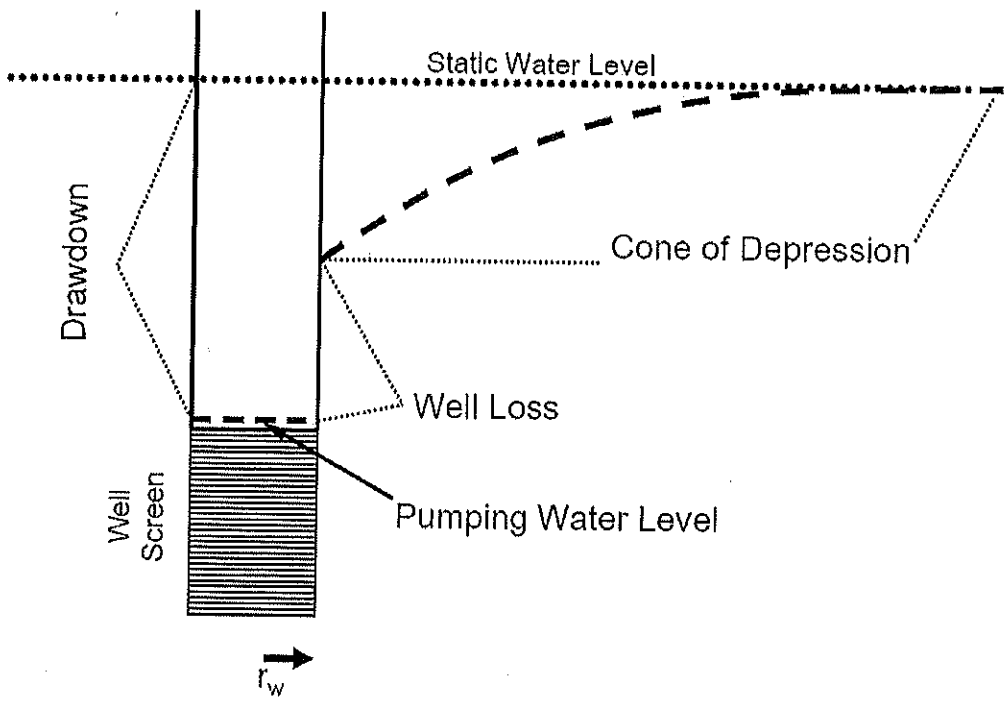
**Summary**

Preventative well maintenance programs maintain the well's production and water quality while stabilizing and/or reducing operational costs. Historically, it is common practice to operate wells until they experience a significant loss of specific capacity before rehabilitation efforts are performed. At this point, it can be more difficult if not impossible, to restore the capacity to its original condition because of the amount of plugging that has occurred within the well and near well formation. Preventative well maintenance prevents this permanent loss of capacity by removing deposits when they are easier and less costly to remove. CO<sub>2</sub> based preventative maintenance treatments offer the advantage of maximizing the efficiency of the well and minimizing progressive water quality deterioration, simultaneously providing the highest currently available "pump-safe" energy levels. The annualized costs of the periodic cleanings are significantly less than the corresponding annualized cost of a well rehabilitation and replacement paradigm.

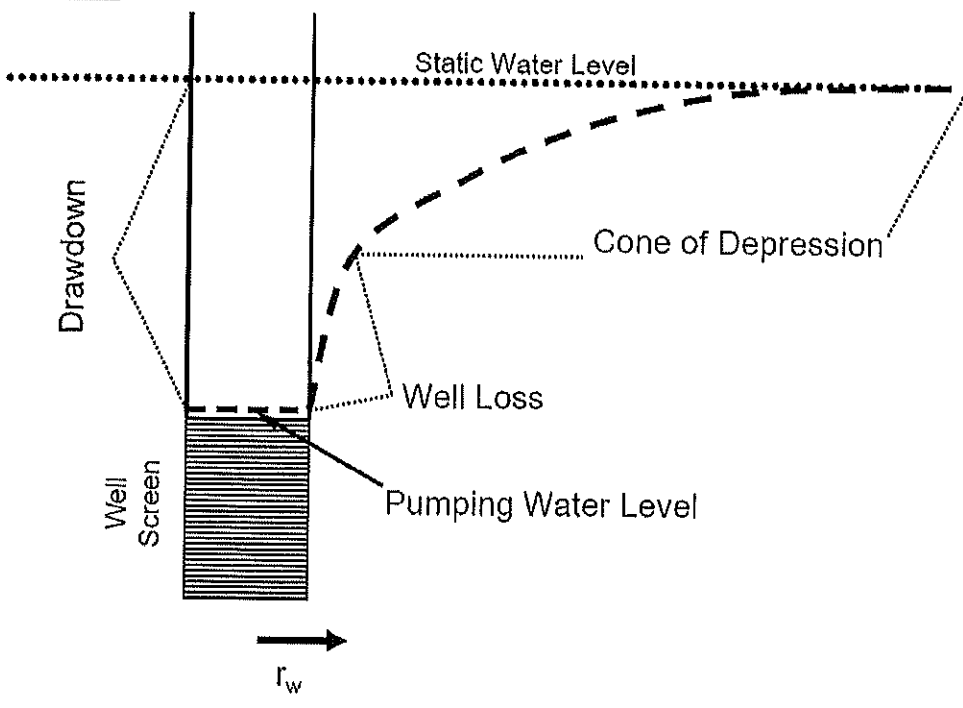
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2. Driscoll, F.G., *Groundwater and Wells, Second Edition*, Johnson Division, St, Paul, 1986.
3. Thullner, M., Van Cappellen, P., and Reginer, P., "Modeling the impact of microbial activity on redox dynamics in porous media, *Geochimica et Cosmochimica Acta*, Vol. 69, No. 21, pp 5005-5019, 2005.
4. Walton, W.C., *Practical Aspects of Groundwater Modeling*, University of California Press, 1985.
5. Jacob, C.E., "Drawdown test to determine effective radius of artesian well", *American Society of Civil Engineers Transactions*, pp 1047-1065, 1946.

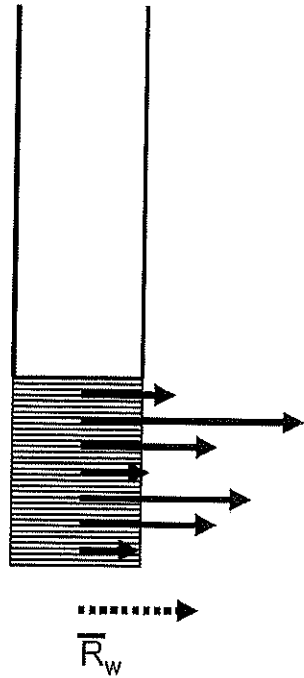
**Figure 1:**



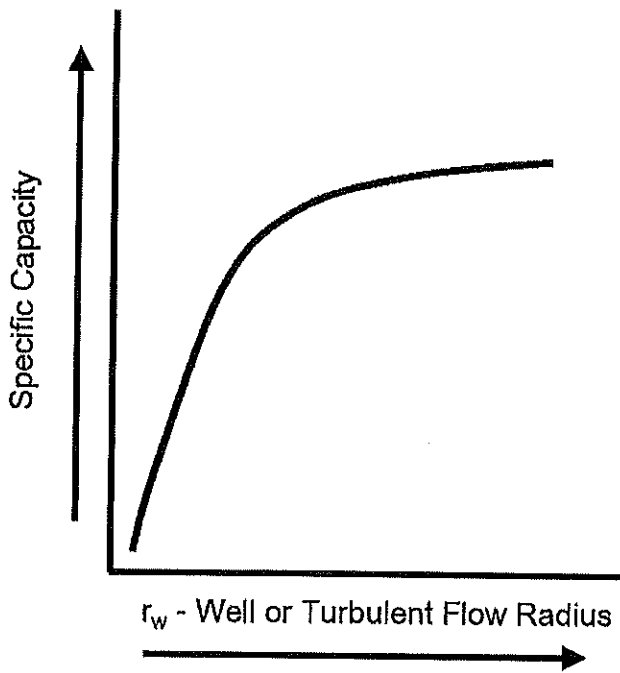
**Figure 2:**



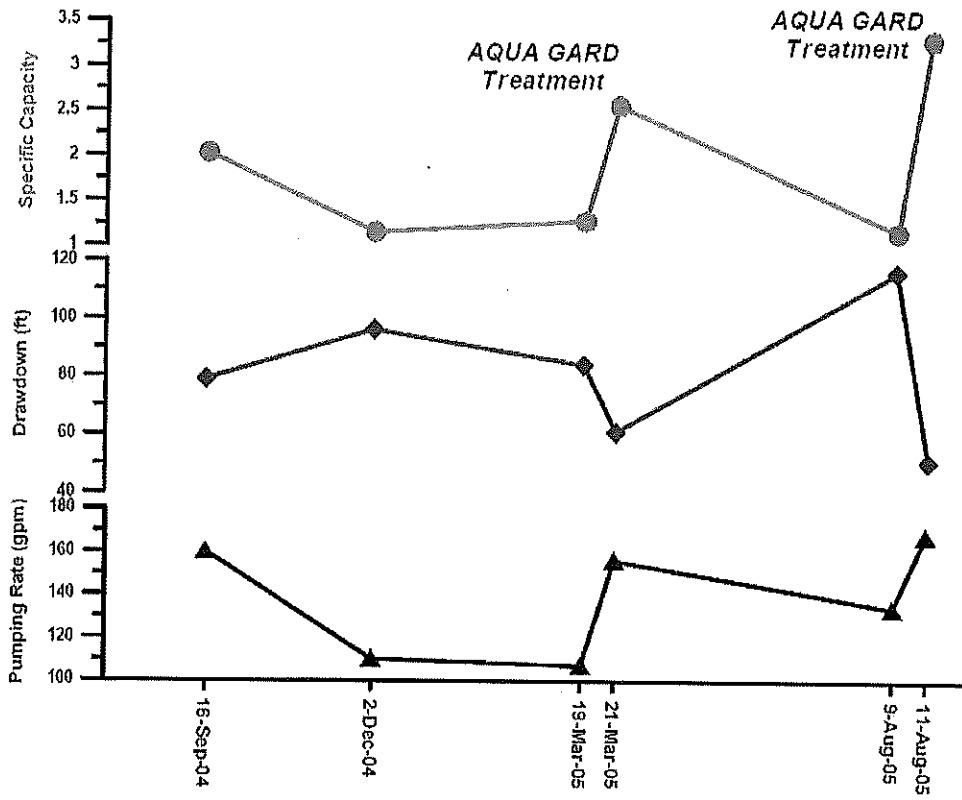
**Figure 3:**



**Figure 4:**



**Figure 5:**





## Appendix 22.0

# Aqua Freed Well Rehabilitation Technology



## Aqua Freed™ Well Rehabilitation Technology:

### **AQUA FREED™**

The Aqua Freed process uses gaseous and liquid carbon dioxide to rehabilitate water wells. The Aqua Freed™ process has been used on many thousands of wells to-date. Aqua Freed™ process has been used on a wide variety of wells including vertical wells, horizontal wells, extraction wells, from shallow to very deep wells, from small diameter to large diameter, etc. Many of the wells treated have been "rock" open-hole wells that do not have a well screen but are completed in fractured formations of limestone, dolomite, granite and sandstone.

The Aqua Freed process is more effective at removing deposits from both inside the well screen and the formation surrounding the well. One of the active components from the injected gas is carbonic acid and the lowest pH likely to be achieved is 6.0, and so this is a very mild acid under atmospheric conditions. However, there is pressure in an aquifer or a sealed well, then the pH values can become reduced to as low as 5.0. That is still mild. And when the pressure is released the pH will return above pH 6 and therefore does not become a neutralization or disposal concern. There is also the effect of localized freezing and agitation as the liquid carbon dioxide is injected at approximately 0° F. That is the normal temperature for injection based upon the pressure. The Aqua Freed™ process is not an overly aggressive process and we have very effectively used it without problems on PVC or HDPE wells.

The success is achieved through the freezing but rather because of a combination of carbonic acid, agitation, and freezing resulting in disruption of material! Where the agitation and combined action occurs, it is good at slime dispersion, good at agitation, and also good at breaking up mineral scale. The bulk of the activity is due to phase changes. The expansion rate from a liquid to a gaseous state of the carbon dioxide is 570 times in volume. The agitation achieved with liquid carbon dioxide is the same action as when dry ice is placed in water. There is a agitation as the carbon dioxide changes, in this case, from a solid to a gaseous state. The Aqua Freed™ process is the controlled injection of carbon dioxide, as injection pressure and down-hole pressure are monitored to regulate the feed rate that the well will comfortably take. The rate of carbon dioxide feed is regulated to assure that the pressures (and energy) going down the well can dissipate into the surrounding formations.

Gaseous and liquid carbon dioxide contain a lot of energy that can be described as energy of dissolution, energy of detachment and energy of agitation. This energy results in the detachment, dissolution and removal of sediments and encrustation from the surfaces with in the well screen and the surrounding aquifer.



## A BRIEF HISTORY

*The origins of revolutionary Aqua Freed technology.*

It began in the 1970's with Igor Jaworowsky's search for an environmentally safe way to rehabilitate his neighbors' dry and low-yield wells.

His use of dry ice in an unusual, semi-controlled application proved extremely successful and led to the controlled injection of liquefied carbon dioxide known as the Aqua Freed process.

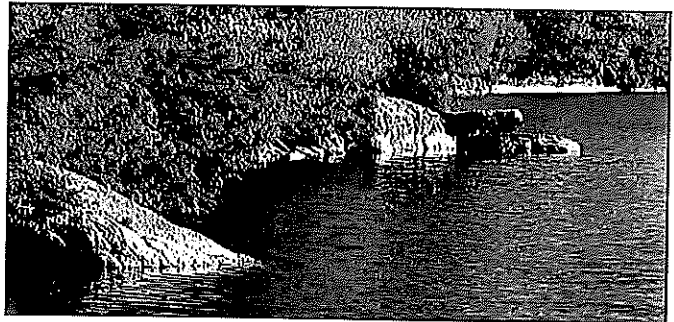
By 1985 the product, packer and process he initiated proved so innovative and effective it was granted the first of the patents that became the basis of Aqua Freed's current advanced technology.

Subsequent development of the process and equipment by the Aqua Freed corporation have extended its usage for treating larger-diameter, high-volume wells in various geological formations — both open-hole and screened. As a result, a new patent was granted in 1995.

## Well Rehabilitation Technology Division

*The Aqua Freed process is a highly effective, environmentally sound method for restoring lost capacity to water supply and environmental wells.*

While conventional methods rely on the use of chemicals that are often dangerous to handle, and difficult and expensive to dispose of, the Aqua Freed process relies solely on inert liquids and gases that dissipate naturally.



## The Advantages of Aqua Freed

### Environmental Safety

The Aqua Freed process uses natural carbon dioxide in gas and liquid forms, eliminating the use or disposal of hazardous acids and chemicals, without affecting water quality.

### Maximum Penetration

Achieves excellent fragment penetration into formations at greater distances from the well. The Aqua Freed process is an extremely effective method of delivering energy into the well and its surrounding aquifers.

### More Economical

The superior penetration results in greater cost effectiveness because it often extends the life of the treatment beyond that of other methods. And, since carbon dioxide dissipates naturally, it eliminates neutralization and disposal costs.

### Greater Effectiveness

The Aqua Freed process can fully restore water well capacity, improve the quality of water degraded by biological activity and achieves demonstrably superior results.

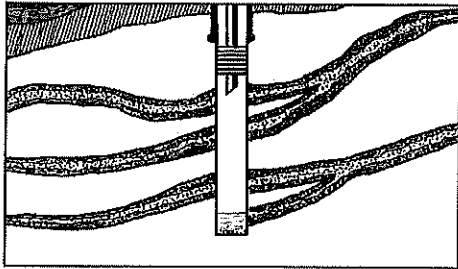
### Versatility

Aqua Freed can be used for a wide range of water systems, including: Vertical Wells — screened and open hole, Horizontal and Collector Wells, Product Recovery Wells, and Monitoring Wells.

# The Aqua Freed Process

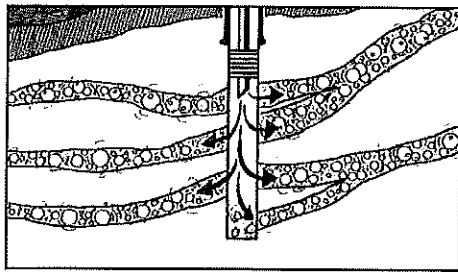
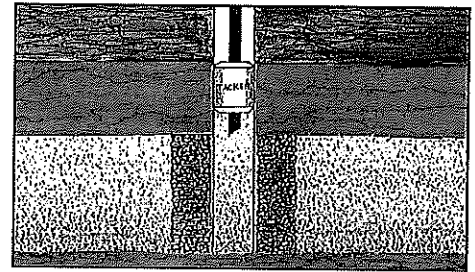
*Pure & Simple*

Open Hole

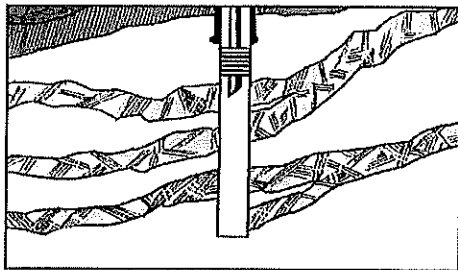
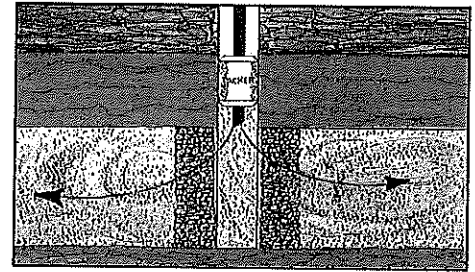


Aqua Freed personnel study the well data to determine the correct placement of the packer. After the pump is pulled, the packer is lowered to the desired depth creating a pressure seal to direct carbon dioxide into the well and surrounding formation.

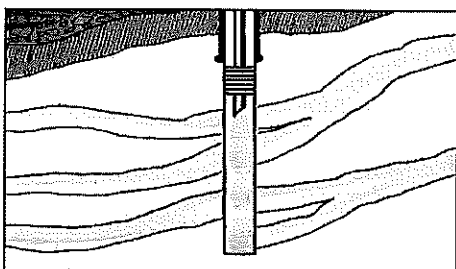
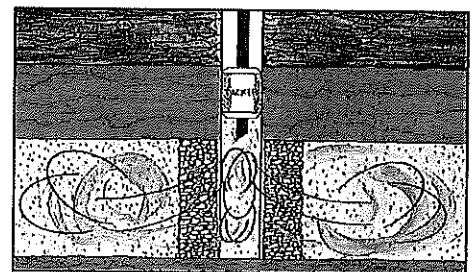
Gravel Pack



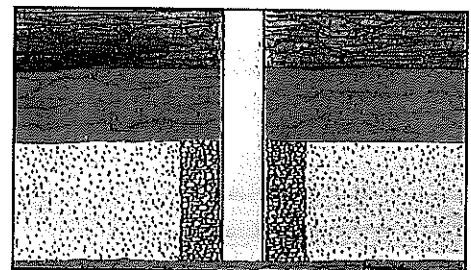
Carbon dioxide is injected through the packer into the well, penetrating the surrounding aquifer and producing a mild carbonic acid solution.



When liquid carbon dioxide comes into contact with water the effective reaction is the rapid expansion (570:1) and localized freezing of water within the aquifer. This works to achieve disruption and dislodging of biological and mineral deposits. By regulating the downhole pressure, liquefied CO2 is converted to a solid form of carbon dioxide. The ensuing sublimation produces ongoing energy of agitation.



After treatment, the well is mechanically developed and tested. The well pump is reinstalled and the well is returned to service.



# Aqua Freed — A Proven Success

The Aqua Freed process has proven itself in action—again and again and again!

The Aqua Freed process has been employed in wells having a wide variety of construction, flow and fouling characteristics—with tremendous success. The technology is effective in rehabilitating wells experiencing lost capacity caused by mineral incrustation (i.e., iron, manganese and calcium) as well as biological fouling (such as iron-related bacteria, sulfate-reducing bacteria and slime-forming bacteria).

In fact, the Aqua Freed process produces markedly superior results compared to those using traditional chemical and physical methods, especially where iron bacteria are present. These exceptional results are due in large part to a combination of the following Aqua Freed advantages:

- ✓ Maximum penetration of the formation
- ✓ The production of carbonic acid ( $CO_2 + H_2O = H_2CO_3$ )
- ✓ Physical agitation caused by the rapid expansion of liquefied  $CO_2$  to a gaseous state in the water.
- ✓ Displacement of oxygen due to the presence of  $CO_2$ .
- ✓ Shock from the sudden change in both pH and temperature.
- ✓ The conversion of liquefied  $CO_2$  to a solid state within the well, and the slower sublimation of the solid  $CO_2$  to the gaseous state, allows continued energy of agitation, disruption, and detachment.

## CASE STUDIES

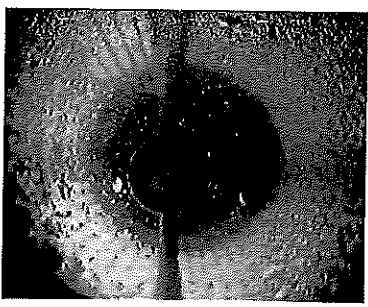
More than 5000 wells have been treated with the Aqua Freed process during the past 20 years. The following are some examples:

### Study A—Institutional Application

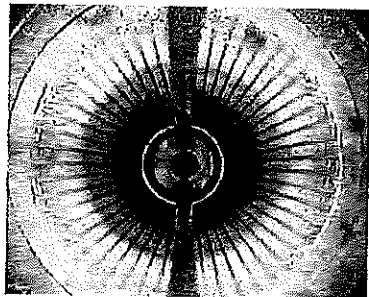
The Aqua Freed process was used to treat Bedford Hills Correctional Facility well #9, a gravel pack well installed in 1964 but never used because of a low yield. Originally the well produced 110GPM with a Specific Capacity of 4.69. After 20+ years of sitting idle and prior to cleaning, a pumping test was performed producing 75 GPM with a Specific of 2.85, followed by a video inspection revealing significant mineral incrustation on the screen. The well was treated with Aqua Freed, followed by 2 days of surge block agitation. Post treatment pumping test produced 260 GPM with a specific capacity of 8.96.

### Study B—Municipal Wells

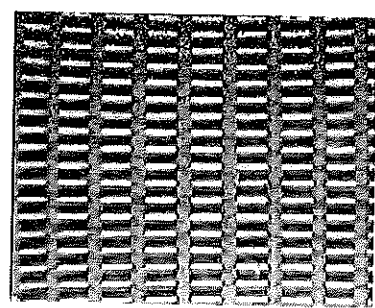
The Aqua Freed process was used to treat Hurleyville Well #2, a gravel pack well for the Town of Fallsburgh, NY. The well was originally completed in August 1957 with a reported yield of 300 GPM and a Specific Capacity of 9.32. Prior to treatment on May 20, 2005, a pretreatment video inspection showed significant deposited material to the well screen, while a pretreatment pumping test delivered a specific capacity of 5.67 at a pumping rate of 100 GPM. The well was rehabilitated with Aqua Freed during a one day injection, followed by 2 days of mechanical development to remove dislodged material. Post treatment yield testing resulted in a yield of 200 gallons per minute with a specific capacity of 9.5.



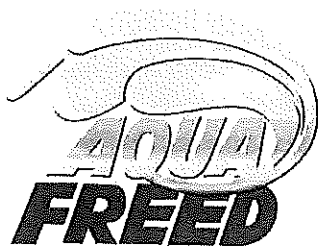
**BEFORE** Aqua Freed treatment  
(Looking down into well)



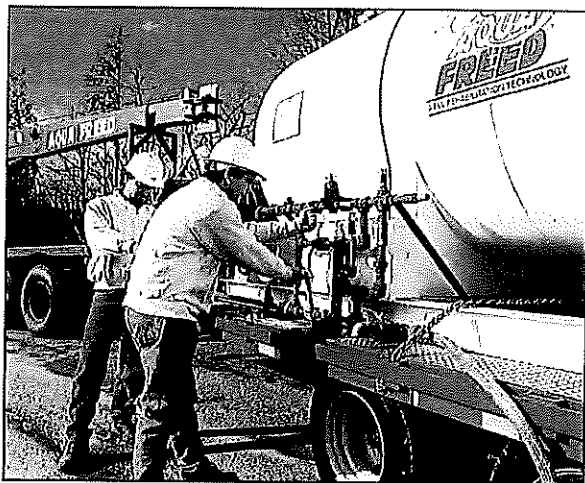
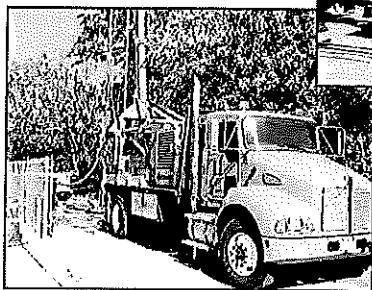
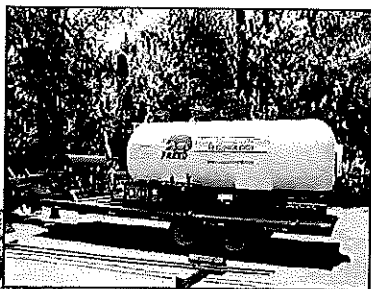
**AFTER** Aqua Freed treatment  
(Looking down into well)



**AFTER** Aqua Freed treatment  
(Side wall)



Well Rehabilitation Technology Division



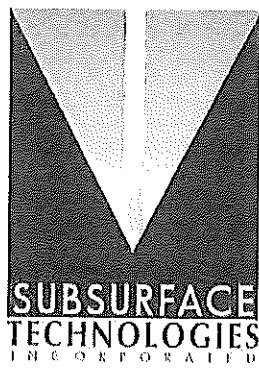
CASE STUDIES

Study C—Investor Owned Utilities

The Aqua Freed process was used to treat well Marianville #4 , an open hole well for Aqua America in Forest, PA. The well was completed in November 2005, yielding 100 GPM. Within 4 months, the wells capacity declined to 60 GPM, with a specific capacity of .30. On April 1, 2005 the well was treated using the Aqua Freed Process followed by airlift development for 2 days. Post treatment pumping tests produced 100 GPM with a specific of 2.1. This well was subsequently equipped with Aqua Gard preventative maintenance system, as were the other 4 wells in the well field.

Study D— Superfund product recovery well

The Aqua Freed process was used to treat a product recovery well for Ciba Specialty Corp. in King of Prussia, PA. Prior to using Aqua Freed, countless well rehabilitation efforts were made using chemical and mechanical methods, yielding little to no results. On June 4, 1996 a pretreatment pumping test was performed producing 9 GPM with a specific of .10. Post treatment pumping tests, yielded 14.8 GPM with a specific of 1.25, an increase of 955%. Since that date all wells in the pump and treat system, have been serviced using Aqua Freed with excellent results.



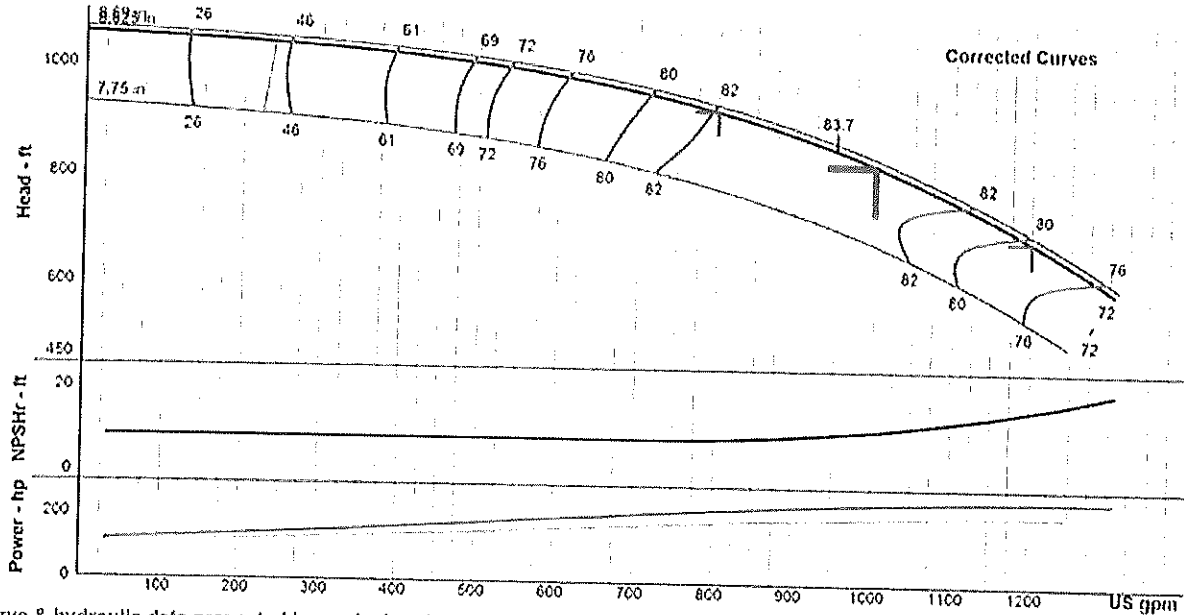


Appendix 23.0  
Pump Information



# Performance Curve

Product Name: VIT - Short Set Lineshaft Turbine Pumps  
 Product Id: GWT\_VIT



Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 1E. Design values are guaranteed within the following tolerances: Flow  $\pm$  5%, Head  $\pm$  3%, and optionally either Power + 4% or Efficiency - 0% at manufacturer's discretion.

Series	GWT_VIT	Max Power on Design Curve	263.00 Hp
Size	12CMC	Max Power on Max Imp Trim	267.00 Hp
Additional Size	-	Guaranteed Max Power on Design Curve	265.37 Hp
Speed	1,770 RPM	Guaranteed Max Power on Max Imp Trim	269.40 Hp
Number of Stages	12	Flow at BEP	951 USgpm
Frequency	60 Hz	Head at BEP	855 ft
Impeller Trim	8.625 in	NPSH Required	12.3 ft
Additional Impeller	-	Specified NPSH Avail.	33.17 ft
Impeller Maximum Trim	8.69 in	Specified NPSH Avail. Margin	1.1
Specified Flow	1,000 USgpm	Min Flow	238 USgpm
Specified Head	826 ft	Flow on Max Imp Trim @ Max Power	1,280 USgpm
Flow at Design	1,000 USgpm	Shut Off Head	1,060 ft
Head at Design	828 ft	Shut Off Power	117 Hp
Run Out Flow	1,307 USgpm	Shut Off Disc Pressure	459 psi
Run Out Head	595 ft	Fluid Type	Water
Run Out Power	263 Hp	Water Temperature	68 °F
Run Out Efficiency	74.6 %	Allowable Sphere Size	0.94 in
Run Out NpsHr	20.6 ft	Exact Bowl Diameter	11.75 in
Efficiency at Design	83.50 %	Curve Id	-
Guaranteed Efficiency at Design	83.50 %	Thrust K Factor	7.5 lb/ft
Best Efficiency	83.7 %	Add Thrust K Factor	7.5 lb/ft
Driver Size	300 Hp	Max Lateral	1.001 in
Power at Design	250.00 Hp	Total Flow Derate Factor	1
Guaranteed Power	252.25 Hp	Total Head Derate Factor	1
Flow on Design Trim @ Max Power	1,271 USgpm	Total Efficiency Derate Factor	1
Service Factor	No	Total NPSHr Derate Factor	1
		Acceptance Grade	1E

# Management Report Additional Documents





Manager's Report – Regular Board Meeting – 07/21/2020 rev. 07/07/20

## Manager's Report

### UPDATES

1. Update:

**Manager's Operations Report  
(by GM Louie)**

- a. **Monday, June 22, 2020 – 14380 Broadway St.** – A water main transmission pipeline leak was discovered. Dig Alert was called in and repairs were made.



- b. **Monday, June 22, 2020** – Tree branch down on the west side of the HQ. This is a liability issue. A field crew team member took corrective action by cutting off the fallen branch.



- c. **Recruitment Opened for an entry level Field Crew Worker I or Water Technician I/II** – The District has OPENED the recruitment for applicants to fill one (1) vacancy.
- d. **Theft of Water** – On 06/22/20 – one of the District’s water operator observed 2 male Hispanics in the red Ford Explorer filling up a water tank from one of the exterior hose spigots at 49893 Mt. View Ave. The District’s Customer Account Lead contacted the property owner and Haskell Property Management to ascertain if they provided permission. They stated negative.

The District water operator felt threatened and neglected to obtain a photo of the suspects and obtained the vehicle license plate. The reporting water operator wrote, *“I did not stop to take a picture being that the persons looked shady and I did not want to get caught photographing them.”* and further stated in his report, *“The water service on the Mt. View property is an active service. (Which in tail means the water is being paid for.)”*

The two potential violations are California Penal Code 488, Petty Theft defined as the unlawful taking of property or service from another under the value of \$950, a misdemeanor if convicted, or the property owner/tenant is violating this Community’s water district’s ordinance.

- e. **Suspicious circumstances** – On 06/23/20, at approximately 1110 hr., the GM and AGM noticed a perforated blue 50 gallon plastic barrel sitting next to a Cabazon Water District (the “District”) fire

hydrant located on the north shoulder of Esperanza Ave., between Almond St. and Broadway St..



Based on my training and experience in the public water industry, I formulated it was a make shift diffuser when placed over the District's fire hydrant to reduce the pressure in the unlawful filling of water into buckets or portable tanks. This reasoning is also attributed to the numerous reports of suspicious activities and actual water theft that has been occurring.

The perforated blue 50 gallon plastic barrel was recovered and a directive was issued to the field crew to install hydrant locks.

- f. **Vandalism & Potential Water Theft** – Between 06/23/20 – 06/24/20, a District water operator received a report from a Cabazon resident of suspicious activities at one of the fire hydrants on Helen Ave., west of Elm St. This may be related to the Esperanza Ave. fire hydrant investigation. A Riverside Sheriff's crime report was made (Report # TS201760004)





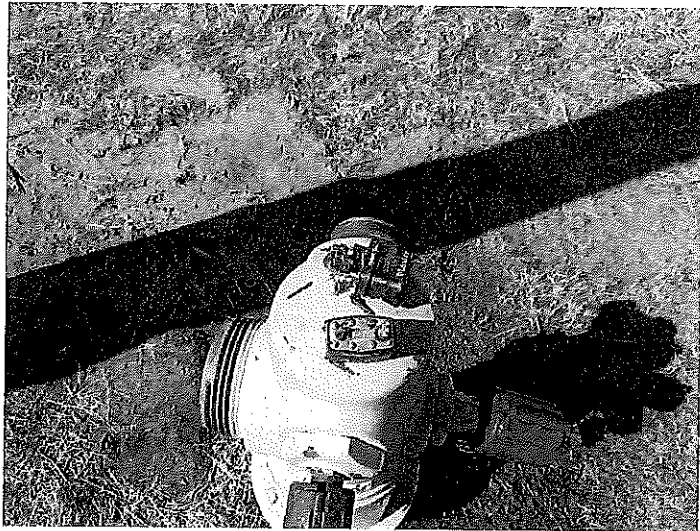
It is Management's opinion that the population in these homeless encampments are contributing factors to the increase of crime, including theft of utilities. Within the last couple weeks, the Community has experienced 2 fires out in the field between Lime Street and tribal land (wind generating farms).

Your Community's water district personnel is currently working with the Sheriff's Department and Code Enforcement.

Again, I reiterate, please continue to remind your constituents, neighbors, and friends to be observant, and report all suspicious activities to the Sheriff's Department first and foremost. During regular business hours, notify the water district office of any suspicious activities related to water theft or damage to District infrastructures.

- g. I would like to thank **Director Lynk and his son** for their involvement on 06/27/20, at approximately 1733 hr., they texted the General Manager photos of cut locks laid on top of the fire hydrant on Helen Ave. west of Elm Street.

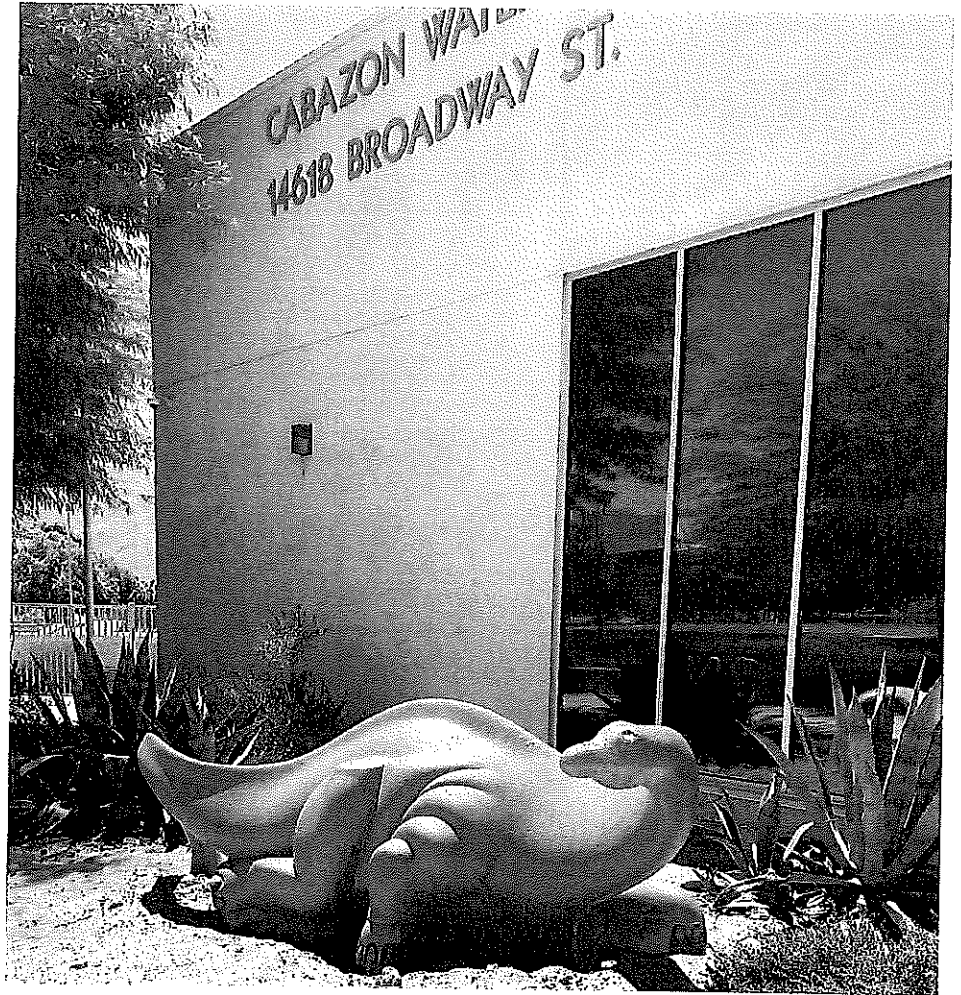
These were cut and left by the responding fire department in reference to the Helen Ave. last fire.



- h. Dinosaur** – On 07/01/20, Kerri Mariner donated a dinosaur to be placed in front of the District’s Headquarter. See the matter on the agenda.







**i. Edison – Public Safety Power Shut-off**

The AGM and I have been in contact with Sandy Gabriel, Chris Tran, and Luis Lara of Edison. You will be frequently hearing these names. The scheduling of the community and commercial PSPS workshop has been postponed to an undetermined date.

Since then, Sandy Gabriel has indicated their Team is stretched thin. There was a Community Engagement Skype meeting on 06/10/2020, which I participated in. The topic was SCE Wildfire Safety Efforts in the Cabazon Area. This lasted an hour and a half.

Since the Community Engagement Skype meeting 06/10/20, more information was disseminated, along with a few reminders:

- The public may access Public Safety Power Shutoff and Wildfire precautions at [www.sce.com/wildfire](http://www.sce.com/wildfire)
- Email address for any questions is [wildfireoutreach@sce.com](mailto:wildfireoutreach@sce.com)

- As a reminder for Cabazon residents that currently possess or have purchased a backup generator, please DO NOT connect it directly to a wall socket. This will create a fire hazard. Please follow the manufacturer's installation instructions as directed by SCE.
- SCE does offer a rebate for qualifying portable generators. Residents can learn more about Self-Generation Incentive Programs (SGIP) or you may email any questions at [SGIPGroup@SCE.com](mailto:SGIPGroup@SCE.com)

<https://www.sce.com/residential/generating-your-own-power/incentive-program>

- In the Cabazon area, there are ten (10) weather stations that provides real-time weather conditions. The real-time weather data include wind speed and wind gust, temperature, humidity, and solar data every 10 minutes.

These newly installed features are projected to reduce PSPS events by 13% to 40%. This tool, coupled with other features in the SCE power grid is to isolate de-energizing to a more precise area, which will afford less of an overall impact.

It is similar to this Community's water district's gate valve program. For the last 16 years, the water district has been installing gate valves whenever a ruptured water pipeline occurs.

Your water district went from interrupting the entire town's water service when a repair to the distribution system had to be performed to just sections, to now, just parts of the community. With the recent 1<sup>st</sup> round of Prop 1 grant funding, the District will be able to isolate just blocks to streets when a repair or improvement project occurs.

This is what SCE is accomplishing with their PSPS program infrastructure upgrades and improvements.

<https://www.sce.com/safety/wildfire/psps/fire-weather#weatherstation>

In your Board package are copies of a Southern California Edison Public Safety Power Shutoffs (PSPS) Information for High Fire Risk Areas. If any community members had not received this information in the mail, please let them know they may obtain a copy at the District offices.



Regarding the portable generator, leasing one is unaffordable. Management is recommending that the District continues with the production well #1 upgrades to include the external connection to accommodate a portable generator in the event of an extended PSPS.

Management is reaching out to the County and Edison. Other researches includes, but not limited to, looking into the procedures in applying for a waiver from the California Air Resources Board (CARB).

After contacting a CARB representative, she stated the District would have to send a representative to petition for a variance, which can be granted only by the Hearing Board, not by South Coast AQMD inspectors or engineers.

When the District's diesel generator is at the 100 hour out of the 200 hour limit allotted annual by the South Coast AQMD, Management will take the appropriate action.

Management will update the Board at the next meeting with the status of obtaining a loaner generator from the County of Riverside.

j. **Corona Virus** – The District will continue to execute the following actions in regards to COVID-19.

- Management continues to take the following preventive and protective measures.

Encouraging Board and this Community's Water Team members to reassure any concerns residents and water customers may have about the safety of tap water. The transmission of COVID-19 through tap water is 99.9% untrue. The measured dose of sodium hypochlorite (chlorine) kills most bacteria and viruses.

The lobby and all meetings will continue to be open to the public until further direction from the State and County Health officials.

Management will continue to protect health of District employees. Nitrile gloves and face masks are now **required** when a District personnel is interacting with or in the public. The exemption with the face mask is when there is a barrier between District staff and the public, such as a community member or vendor is in the lobby conversing through the transaction window.

To protect the public who visit the District office, management will be requiring face masks and social distancing is now required. Only one visitor or their family will be allowed in the lobby. This is due to the size of the District's lobby.

This Community's water district will continue to work with water customers that are experiencing hardships in paying their water bills.

Our Customer Accounts Department will continue to handle checks, money orders, and cash by wear nitrile gloves when handling these transactions.

Hand sanitizer has been provided in the lobby.

Management has conducted a study researching what other local water districts and companies actions in response to COVID-19.

✓ City of Banning

City Hall is now open for over-the-counter payments; however, face coverings are required to enter the building. All customers are expected to comply with the social distancing guidelines set in place. As we move forward in the current situation, we strongly encourage customers to use one of our alternative payment methods: (Note: as of 07/13/20, Online Bill Pay is Currently Down.)

✓ Coachella Valley Water District – Offices are closed to the public due to COVID-19.

✓ Mission Springs Water District – Offices are closed to the public due to COVID-19.

✓ South Mesa Water Company – Hours vary due to COVID-19.

✓ Beaumont Cherry Valley Water District – Offices are closed to the public due to COVID-19.

✓ High Valley Water District – Hours vary due to COVID-19.

k. The grant Agreement between the District and the California State Water Resources Control Board has been finalized. Various performance deadlines have been imposed by the State. A brief and

modified list includes, but not limited to the work must start no later than six (6) months after the execution of the agreement. All extension request must be delivered no less than ninety (90) days prior to the original projected work completion date. All undisbursed funds stipulated in this Agreement will be deobligated if the District fails to submit to the State on or before the Final Disbursement Request Date. The only exception would be prior approval was granted by the State.

As a reminder, this \$499k funding is for the preliminary design documents for a new production well and the design for the replacement of a 50 year old transmission water pipe.

#### CLOSED SESSION

- (1) CONFERENCE WITH LEGAL COUNSEL – General Manager’s Personnel Evaluation / Annual Performance Review.

#### OPEN SESSION

Report to the public of action taken by the Board, if any.

#### NEW BUSINESS

1. Discussion/Action: Approval of Cost Sharing Agreement (with non-substantive changes) between CWD, City of Banning, Banning Heights Mutual Water Co., San Gorgonio Pass Water Agency (SGPWA), Mission Springs Water District, and Desert Water Agency in regards to the SGPWA Groundwater Sustainability Plan (GSP). (by AGM Lemus)
2. Discussion/Action: Approval of 2020 Local Agency Biennial Notice – Conflict of Interest Code - No Changes (by AGM Lemus)
3. Discussion/Action: RESOLUTION 06-2020: Approving SDRMA's MOU regarding Health Insurance Plans (by AGM Lemus)
4. Discussion/Action: Approval of “Name the Water Dinosaur” youth drawing contest and donation plaque to Kerri Mariner for her donation of a dinosaur statue. (by GM Louie)
  - A contest for Cabazon youths 12 years or younger to submit colored drawings and names for the Board to vote on in naming the Dinosaur. The suggested name of the contest is “Name the Water Dinosaur”. This contest and its rules will be distributed in the July 2020 water bills and on the District website.



- The largest water dinosaur was the Spinosaurus.



- Management will work on obtaining donations from local merchants to give as prizes to the child submitting the name and a separate child for best art work.
- Once the Board vote on a name and art work, the Board shall approve the cost of a plaque acknowledging Mrs. Kerri Mariner for her generosity and the name selected by the water board shall be displayed with the dinosaur.
- All submitted art work will be displayed in the lobby denoting the 1<sup>st</sup> place art work to be in framed.
- Management will also submit a press release of the date and time the Board will present the prizes and acknowledgement to Mrs. Mariner.



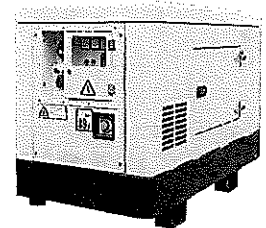
## California Air Resources Board Regulations Allow for the Use of Back-up Generators During a Public Safety Power Shutoff

Your electric utility may shut your power off to reduce the risk of catastrophic wildfire during high fire risk weather conditions. During these Public Safety Power Shutoffs (PSPS), you may want to meet your electricity needs by using a back-up generator. However, back-up generator exhaust contributes to air pollution.

CARB staff determined that PSPS events are emergency events, and **CARB regulations allow you to use your back-up generators during a PSPS.** Contact your local air district before purchasing or renting a large generator to determine what specific local permitting requirements may apply.

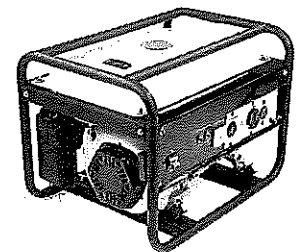
**Larger industrial and commercial-type generators (e.g. diesel, gasoline, propane and natural gas engines, >50 bhp or >37 kW)**

CARB regulations allow the use of large diesel generators during a PSPS event. Air districts implement and enforce CARB rules and may have other rules that limit how, when, and where you can use large industrial and commercial-type generators.



**Smaller consumer-type generators (e.g. off-the-shelf gasoline and propane engines)**

CARB rules don't restrict when you can use consumer-type generators during PSPS events.



### Safety First

**Never operate your generator indoors or near open windows.** Generators emit carbon monoxide which can be poisonous when inhaled.

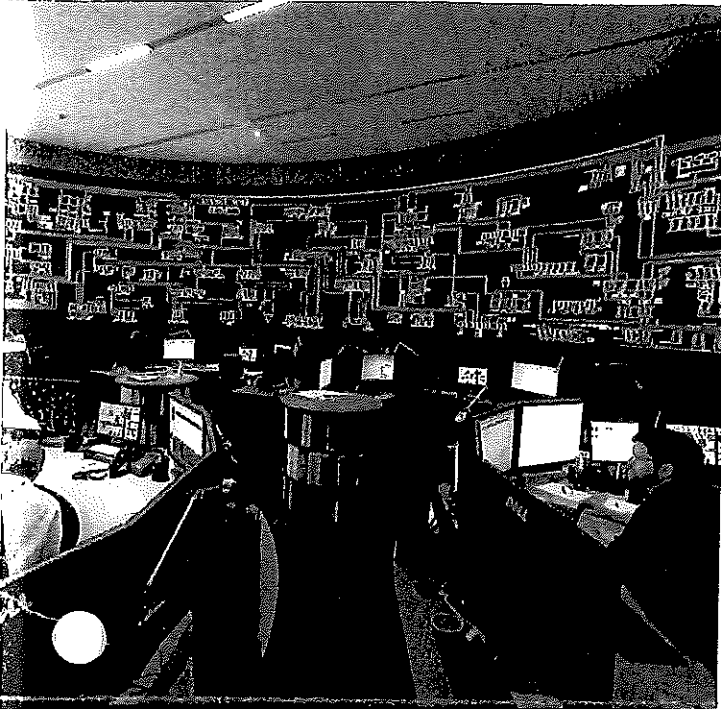
**Never connect a generator to your home or business wiring without consulting a licensed electrical contractor and obtaining the necessary permits.** Improper and unpermitted wiring can cause fires and puts you, your neighbors, and electrical workers in danger.

**Never operate your generator near dry vegetation or while you aren't able to properly monitor it.** Fire departments may restrict when and where generators can be used to prevent fires. Contact your local fire department for more information.

# PUBLIC SAFETY POWER SHUTOFFS

Information for High Fire Risk Areas

May 2020



We understand what a stressful time this is, and how important it is for all our customers and their families to have access to electricity at home. Our employees and our families live in the neighborhoods we serve, and we share your concerns about power outages at this difficult time.

However, as in past years, when there is a high risk for a wildfire, we may temporarily shut off power to your neighborhood to prevent our electric system from becoming the source of an ignition.

Factors and conditions we evaluate include Red Flag warnings, high winds, low humidity, dry vegetation, on-the-ground observations, input from emergency management officials and first responder agencies and public safety risk.



## DID YOU KNOW?

### How You Can Sign Up for PSPS Alerts

You can sign up for PSPS alerts using your address or ZIP code by visiting [sce.com/psps](https://www.sce.com/psps). You can choose to receive your notifications by text, email or phone call. You can also receive alerts on Nextdoor. (Sign up at [nextdoor.com](https://www.nextdoor.com).)

### Helpful Resources During PSPS

When a PSPS is called, we will make our Community Crew Vehicles and Community Resource Centers available for phone charging, Wi-Fi, snacks, water and outage updates. For more information and locations, visit [sce.com/psps](https://www.sce.com/psps) during the PSPS event. (Please note that the stay-at-home order will affect these plans.)

[sce.com/psps](https://www.sce.com/psps)



## UPDATE ON OUR WILDFIRE MITIGATION EFFORTS

As California prepares for the 2020 wildfire season, our crews continue to perform ground and aerial inspections and install high-tech tools to help make communities more resilient and reduce the number of proactive power shutoffs.

You may see our crews working by air or ground to inspect electrical equipment or vegetation around our equipment. Our employee crews wear SCE photo ID badges and company uniforms. In most cases, vehicles will have SCE logos or "SCE approved contractor" decals.



## EMERGENCY PREPAREDNESS

An emergency can happen at any time. You can help your family be prepared with a safety preparedness plan, some basic supplies and advance planning. Whether a pandemic, an earthquake or a wildfire, preparedness will help everyone cope better and stay safer.



If you depend on electrically powered medical equipment, plan to have a backup power source. You may be eligible for SCE's Medical Baseline program. Learn about the program and how to apply at [sce.com/medicalbaseline](https://www.sce.com/medicalbaseline).

# PSPS CONSIDERATION FACTORS AND NOTIFICATION PROCESS

If conditions indicate extreme fire danger in an area with a high risk of wildfires — for example, if there are strong winds, low humidity, dry vegetation and there is a fire threat to electric structures or a public safety risk — we may temporarily shut off power to some customers.

We will send multiple notifications before, during and after a PSPS is called. To see if you are impacted during a PSPS, enter your address at [sce.com/psps](http://sce.com/psps) and get the latest updates, including period of concern and estimated restoration time. The interactive outage map will also show the location of available resources, including Community Crew Vehicles and Community Resource Centers.

## Public Safety Power Shutoff Decision Timeline

<b>4-7 DAYS AHEAD</b>	When forecasts indicate extreme weather, SCE will begin predictive modeling to assess potential impact.
<b>3 DAYS AHEAD</b>	SCE will monitor government-issued indices that may signify an impending critical weather event. Internal predictive weather models are refined. The PSPS Incident Management Team (IMT) is activated.
<b>2 DAYS AHEAD</b>	Critical or extreme fire weather conditions are forecasted. Coordinate with local government and emergency responders first. Initiate notifications on possible power shutoff.
<b>1 DAY AHEAD</b>	Extreme fire weather conditions imminent; continued modeling and more accurate forecasts determine affected areas. Continue to coordinate and communicate with local government, agencies and customers of possible power shutoff.

PLANNING AND MONITORING

<b>POWER SHUTOFF</b>	Extreme fire weather present and dangerous conditions validated by field resources; notify local government, agencies and customers of power shutoff.
<b>POWER RESTORATION</b>	Extreme fire weather subsides to safe levels and conditions validated by field resources; inspections and patrols of equipment begin, then power is restored to affected communities; agencies and customers notified of power restoration.

OUTAGE

Erratic or sudden onset of hazardous conditions that jeopardize public safety may impact SCE's ability to provide advance notice to customers.

## HELPFUL EMERGENCY PREPAREDNESS WEBSITES

- [sce.com/covid19](http://sce.com/covid19)
- [sce.com/beprepared](http://sce.com/beprepared)
- Ready.LA.Gov
- Ready OC
- Santa Barbara EOC
- Ventura County
- San Bernardino County
- Riverside County
- Kern County OES
- Inyo County OES
- Mono County OES
- Madera County OES
- Fresno County OES
- Tulare County OES
- Kings County
- 211 Social Services

- [lacounty.gov/emergency/emergency-survival-guide](http://lacounty.gov/emergency/emergency-survival-guide)
- [readyoc.org](http://readyoc.org)
- [countyofsb.org/ceo/sbcoem.sbc](http://countyofsb.org/ceo/sbcoem.sbc)
- [ventura.com/emergency-services](http://ventura.com/emergency-services)
- [wp.sbcounty.gov/dph/programs/prp/preparing-for-emergencies](http://wp.sbcounty.gov/dph/programs/prp/preparing-for-emergencies)
- [rivcoready.org/Have-a-Plan/Power-Outages](http://rivcoready.org/Have-a-Plan/Power-Outages)
- [kerncountyfire.org/2-uncategorised/1448-office-of-emergency-services](http://kerncountyfire.org/2-uncategorised/1448-office-of-emergency-services)
- [inyocounty.us/services/emergency-services](http://inyocounty.us/services/emergency-services)
- [monocounty.ca.gov/sheriff/page/emergency-services](http://monocounty.ca.gov/sheriff/page/emergency-services)
- [maderacounty.com/government/sheriff/office-of-emergency-services](http://maderacounty.com/government/sheriff/office-of-emergency-services)
- [co.fresno.ca.us/departments/public-health/office-of-emergency-services-oes](http://co.fresno.ca.us/departments/public-health/office-of-emergency-services-oes)
- [oes.tularecounty.ca.gov/oes](http://oes.tularecounty.ca.gov/oes)
- [countyofkings.com/departments/emergency-preparedness](http://countyofkings.com/departments/emergency-preparedness)
- [211.org](http://211.org)





**TO LEARN MORE ABOUT PUBLIC SAFETY POWER SHUTOFFS  
AND HOW TO SIGN UP FOR OUTAGE ALERTS**

<b>Customer Service</b>	<b>1-800-655-4555</b>	<b><a href="http://sce.com/psps">sce.com/psps</a></b>
Español	1-800-441-2233	<a href="http://sce.com/es/psps">sce.com/es/psps</a>
한국어	1-800-628-3061	<a href="http://sce.com/ko/psps">sce.com/ko/psps</a>
中文	1-800-843-8343	<a href="http://sce.com/zh-hans/psps">sce.com/zh-hans/psps</a>
TIẾNG VIỆT	1-800-327-3031	<a href="http://sce.com/vi/psps">sce.com/vi/psps</a>
Cambodian	1-800-843-1309	
Tagalog	1-800-655-4555	<a href="http://sce.com/tl/psps">sce.com/tl/psps</a>

