



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, October 20, 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

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. **Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))**

ADJOURNMENT

2/174

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, October 20, 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 September 15, 2020
- b. Regular Board Meeting Minutes and Warrants of September 15, 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)

NEW BUSINESS

- 1. Discussion/Action: Award of Contract for Well No. 1 Rehabilitation and Re-equipping Project; one bid received from Legend Pump and Well Service Inc.
- 2. Discussion/Action: Award of Contract for Well No. 1 Rehabilitation and Re-equipping Project; two bids received from (a) Simpson Sandblasting and Special Coatings Inc. and (b) J. Colon Coatings Inc.
- 3. Discussion/Action: CUSI UMS Billing System Software Quote to Upgrade

OLD BUSINESS

- 1. Discussion: NBS Water Rate Study and Adoption of Rates (Adoption of adjusted monthly meter charges and tiered water rates) – Discussion only, as this item will be formally decided during the Nov. 17, 2020 Board Meeting.
- 2. Discussion/Action: 52396 Esperanza Ave. – Property Owner Hazel Pasillas – New water connection (by GM Louie)
- 3. Discussion/Action: Name the Water Dinosaur contest (by Director Wargo and GM Louie)

PUBLIC COMMENTS

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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 – November 17, 2020, 5:00 pm
- b. Regular Board Meeting – Tuesday – November 17, 2020, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting – Wednesday –

ADJOURNMENT

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Cabazon Water District
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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, September 15, 2020 – 5:00 PM

CALL TO ORDER, at 5:05 PM
PLEDGE OF ALLEGIANCE,
ROLL CALL

Director Wargo - Present
Director Sanderson - Present

Calvin Louie (General Manager) - Present
Elizabeth Lemus, Board Secretary - Absent
Cindy Byerrum, Financial Consultant - Present

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

FINANCE & AUDIT COMMITTEE

- 1. Discussion: Finance & Audit Committee Report
 - Balance Sheet
 - Profit and Loss Budget Comparison

Balance Sheet:

- The District's combined Cash with Chase and LAIF balance was \$1,228,867 at month end.
- The District's total liabilities were approximately \$1,018,693 at month end.

Profit and Loss:

- 7. Penalty Fees: These fees are hard to predict and can trend under or over budget during the year.
- 18. Interest Income: YTD is trending below target due timing of quarterly LAIF interest receipts.
- 33. Employee Health Care: YTD is trending on target at 16%.
- 42. Utilities Wells: Electricity costs relating to District wells. YTD is above budget at 24% due to increased pumping activity in the summer months.
- 63. Office Storage: Includes lease payments for equipment & supply storage to Riverside County. YTD is trending above target at 24% due to timing of payments (September payment was paid in August).
- 72. Legal Services: YTD is below budget due to timing of legal bills.
- 85. Equipment Rental: YTD is at 73% due to traffic control equipment rentals related to a water line emergency repair in July
- 100. Main Street Improvements: YTD is at 24% due to the timing of project expenditures. July activity includes an invoice from Tess Electric for installation of new Edison raceway & meter pedestal for \$4.7K.

As of August 31st the fiscal year-to-date net income is \$84,736.98.

- 2. NBS presentation of Cabazon Water District Water Rate Study
- 3. Finance & Audit Committee District Payables Review and Approval/Signing

PUBLIC COMMENT

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ADJOURNMENT

Motion to adjourn at 17:47 hr. made by Director Sanderson and 2nd by Director Wargo.

Director Wargo - Aye
Director Sanderson - Aye

Meeting adjourned at 17:47 hr. on Tuesday, September 15, 2020

Robert Lynk, Board Chair
Board of Directors
Cabazon Water District

Elizabeth Lemus, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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

**REGULAR BOARD MEETING
MINUTES**

Meeting Location:

Teleconference:

Dial-in #: 978-990-5321

Access Code: 117188

Email: info@cabazonwater.org

Meeting Date:

Tuesday, September 15, 2020 – 6:00 PM

CALL TO ORDER at 6:12 PM

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 – Present (by conference call)

Director Robert Lynk - Present

Calvin Louie, General Manager - Present

Elizabeth Lemus, Board Secretary - Absent

Cindy Byerrum, Financial Consultant - Present

Steve Anderson, Best Best & Krieger Law Firm – Present (during closed session)

Joseph Ortiz, Best Best & Krieger Law Firm - Present

Note: This meeting was recorded by the District - Yes

CONSENT CALENDAR

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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 August 18, 2020
 - b. Regular Board Meeting Minutes and Warrants of August 18, 2020

Motion to approve following consent calendar item(s) (a.) Finance and Audit Committee Meeting Minutes/Warrants of August 18, 2020, (b.) Regular Board Meeting Minutes/ Warrants of August 18, 2020, and (c.) Special Board Meeting Minutes/ Warrants of August 5, 2020 made by Director Sanderson and 2nd by Director Morris.

Director Sanderson - Yes
 Director Morris - Yes
 Director Wargo - Yes
 Director Israel - Yes
 Director Lynk - Yes

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

UPDATES

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

Director Israel made a verbal report. It was inaudible to the GM who took the place of the Board Secretary for this meeting.

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

See GM's Operations Report Notes

NEW BUSINESS

- 1. Discussion/Action: **Cabazon Water District Water Rate Study Presentation by NBS.**

NBS and Byerrum, District's Financial Advisor presented the Cabazon Water District Water Rate Study.

GM advised the Board the 1 million reserve goal was outdated as it was the original goal set back 13 years ago. Byerrum suggested a \$1.5 million goal to be set for 2025 may be an easier goal to meet.

GM also advised the Board the Contract between the District and DHPO would end in 2022. This fact was part of the answer for Director Wargo when she questioned why DHPO, a high water user, was paying less than what a residential high water user would pay. The GM slightly touched on the Excess

Capacity pay back (credit) to Simon Properties, owners and property management of DHPO.

Chairman Lynk favored the 50/50 recommendation citing water conservation has resulted other water districts and cities to raise their rates even more to cover their cost. He stated lower water usage meant lower revenue.

Director Wargo, Sanderson, Morris, and Israel favored the 30/70.

Motion to accept the 30/70 percent water rates made by Director Sanderson and 2nd by Director Morris.

Director Sanderson - Yes
Director Morris - Yes
Director Wargo - Yes
Director Israel - Yes
Director Lynk - Yes

Motion: Approved

- 2. Discussion/Action: Resuming Interest and Penalty Charges, along with other misc. fees (tag fees, etc.)**

Director Wargo stated there were still Cabazon residents still having financial challenges. She was not in favor of bringing back Penalty Charges, along with other misc. fees (tag fees, etc.)

Motion to approve Resuming Interest and Penalty Charges, along with other misc. fees (tag fees, etc. made by Director Sanderson and 2nd by Director Lynk.

Director Sanderson - Yes
Director Morris - Absent
Director Wargo - No
Director Israel - Absent
Director Lynk - Yes

Motion Failed

- 1. Discussion/Action: Transfer of funds from the District's General Acct. to the District's LAIF Acct. Requesting \$125,000 transfer.**

Motion to approve Transfer of funds from the District's General Acct. to the District's LAIF Acct. Requesting \$125,000 transfer made by Director Wargo and 2nd by Director Sanderson.

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

Motion: Approved

OLD BUSINESS

CLOSED SESSION @ 19:09 hr.

- (1) CONFERENCE WITH LEGAL COUNSEL – Potential Litigation vs. Cabazon Water District (1 case)
- (2) CONFERENCE WITH LEGAL COUNSEL – General Manager’s Personnel Evaluation / Annual Performance Review.

OPEN SESSION @ 20:27 hr.

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

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MISCELLANEOUS

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

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- b. Regular Board Meeting – Tuesday – October 20, 2020, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Pass Regional Water Alliance – Alliance Meeting – Wednesday –

ADJOURNMENT

Motion to adjourn at 20:40 hr. made by Director Sanderson and 2nd by Director Wargo.

Director Sanderson - Yes
 Director Morris - Absent
 Director Wargo - Yes
 Director Israel - Absent
 Director Lynk – Yes

Meeting adjourned at 20:40 hr. on Tuesday, September 15, 2020

Robert Lynk, Board Chair
 Board of Directors
 Cabazon Water District

Elizabeth Lemus, Secretary
 Board of Directors
 Cabazon Water District

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Cabazon Water District
Balance Sheet
September 30, 2020

Sep 30, 20

1 **ASSETS**

2 **Current Assets**

3	Checking/Savings				
4	General Bank Account-Chase	\$		163,214	
5	Payroll Bank Account-Chase			163,066	
6	Trust Account-Chase (Cust. Deposits)			2,964	
7	Local Petty Cash			100	
8	Total Checking/Savings			329,344	
9	Accounts Receivable			236,953	
10	LAIF			842,124	
11	Bank of NY Trustee Accounts			77,159	
12	Prepaid Expenses			16,943	
13	Inventory			94,015	
14	Total Current Assets			1,604,272	

15 **Fixed Assets**

16	Construction in Process				
17	CIP Cabazon Outlets Expansion				
18	CIP Super Map			25,689	
19	CIP 50100 Main St. Property			144,458	
20	Total Construction in Process			170,146	
21	Tools and Equipment			123,319	
22	Source of Supply			1,553,651	
23	Transmission & Distribution			10,375,657	
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			(5,993,048)	
31	Total Fixed Assets			7,137,921	

32 **TOTAL ASSETS** \$ 8,742,193

33 **LIABILITIES & EQUITY**

34 **Liabilities**

35	Current Liabilities				
36	Accounts Payable	\$		20,809	
37	Other Current Liabilities				
38	Misc Short Term Liability			10,000	
39	Customer Deposits - Co 1			5,500	
40	Customer Deposits - Co 2			4,286	
41	Total Customer Deposits			9,786	
42	Accrued Vacation Pay			7,610	
43	DWR-HS Payable - Current			40,763	
44	Current Portion Zion's Bank Ln			82,872	

Cabazon Water District
Balance Sheet
September 30, 2020

		Sep 30, 20
45	Accrued Payroll	11,311
46	Accrued Payroll Taxes	838
47	Accrued Interest	3,647
48	Accrued Expenses	3,000
49	Total Current Liabilities	190,789
50	Long Term Liabilities	
51	DWR-H Loan Payable (Payoff '26)	238,187
52	Zion's Bank Long Term (2023)	172,026
53	RCEDA Loan Payable	300,000
54	Total Long Term Liabilities	710,213
55	Total Liabilities	901,003
56	Total Equity	7,841,190
57	TOTAL LIABILITIES & EQUITY	\$ 8,742,193

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Cabazon Water District
Profit & Loss
 July - September 30, 2020

	Sep-20	Current YTD	FY 20/21 Budget	YTD (25%)
1 REVENUES				
2 OPERATING INCOME				
3 Base Rate - Water Bills	\$ 76,587	\$ 228,018	\$ 939,800	24%
4 Commodity Sales	56,683	133,765	329,700	41%
5 DHPO Contract	17,770	52,554	168,000	31%
6 Fire Sales - Water Bills	461	1,383	5,900	23%
7 Fire Flow Income	570	1,425	-	0%
8 Penalty Fees - Water Bills	350	870	31,000	3%
9 New Account Fees - Water Bills	350	725	1,600	45%
10 Returned Check Fees	30	60	500	12%
11 Basic Facilities Fee	-	13,384	-	0%
12 Stand By Fees - Tax Revenue	-	-	113,600	0%
13 TOTAL OPERATING INCOME	152,801	432,183	1,590,100	27%
14 NON-OPERATING INCOME				
15 Property Taxes	-	-	60,900	0%
16 Cell Tower Lease Income	2,129	6,387	25,600	25%
17 Miscellaneous Non-Operating Income	-	-	7,300	0%
18 Interest Income	-	-	19,600	0%
19 TOTAL NON-OPERATING INCOME	2,129	6,387	113,400	6%
20 TOTAL REVENUES	154,930	438,570	1,703,500	26%
21 EXPENSES				
22 PAYROLL & BENEFITS				
23 Directors Fees	-	2,900	15,000	19%
24 Management & Customer Service				
25 Customer Accounts	4,082	14,442	54,800	26%
26 Business Admin Manager	5,896	20,551	77,700	26%
27 Office Assistant	628	2,364	7,800	30%
28 General Manager	6,862	24,018	89,200	27%
29 Total Management & Customer Service	17,469	62,551	229,500	27%
30 Field Workers	10,299	34,694	123,000	28%
31 Employee Benefits Expense				
32 Workers Compensation	927	2,781	6,200	45%
33 Employee Health Care	9,040	24,546	94,800	26%
34 Pension	7,998	18,641	77,400	24%
35 Total Employee Benefits Expense	17,965	45,967	178,400	26%
36 Payroll Taxes	2,107	8,241	33,200	25%
37 TOTAL PAYROLL & BENEFITS	47,840	154,354	579,100	27%

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Cabazon Water District
Profit & Loss
 July - September 30, 2020

		Sep-20	Current YTD	FY 20/21 Budget	YTD (25%)
38	OPERATIONAL EXPENSES				
39	Facilities, Wells, T&D				
40	Lab Fees	187	1,432	8,900	16%
41	Meters	-	50	4,800	1%
42	Utilities - Wells	4,630	19,882	96,600	21%
43	Line R&M Materials	53	4,282	72,500	6%
44	Well Maintenance	836	1,301	37,800	3%
45	Security	1,448	4,912	24,800	20%
46	Engineering Services	9,631	17,774	56,300	32%
47	Facilities, Wells, T&D - Other	74	1,224	12,200	10%
48	Total Facilities, Wells, T&D	16,860	50,857	313,900	16%
49	Utilities - Office				
50	Electricity	1,616	4,649	15,800	29%
51	Gas	19	56	1,100	5%
52	Telephone	792	2,479	10,200	24%
53	Trash Pickup & Office Cleaning	374	1,122	4,600	24%
54	Total Utilities - Office	2,801	8,306	31,700	26%
55	Office Expenses				
56	Water Billing System	177	532	2,100	25%
57	Supplies & Equipment	106	898	10,100	9%
58	Copier Lease & Printing Supplies	822	1,061	5,000	21%
59	Dues & Subscriptions	-	-	1,300	0%
60	Postage	620	1,957	8,100	24%
61	Printing & Publications	-	292	6,300	5%
62	Computer Services	1,924	9,829	36,800	27%
63	Office Storage	500	2,000	6,200	32%
64	Air Conditioning Servicing	418	1,254	5,100	25%
65	CA Water Systems Alliance	-	208	2,500	8%
66	Office Expenses - Other	-	136	2,100	6%
67	Total Office Expenses	4,567	18,167	85,600	21%
68	Support Services				
69	Temporary Labor	-	3,611	12,600	29%
70	Financial Audit	-	2,630	23,000	11%
71	Accounting	3,000	9,000	35,000	26%
72	Legal Services	3,970	10,214	71,000	14%
73	Bank/Payroll Service	345	1,291	5,200	25%
74	Website Support	-	150	900	17%
75	General Liability Insurance	2,075	6,224	26,100	24%
76	Total Support Services	9,390	33,121	173,800	19%

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Cabazon Water District

Profit & Loss

July - September 30, 2020

		Sep-20	Current YTD	FY 20/21 Budget	YTD (25%)
77	Training/Travel	80	114	4,500	3%
78	Other Fees/SWRCB	908	1,556	8,900	17%
79	Service Tools & Equipment				
80	Shop Supplies and Small Tools	1,730	2,089	9,300	22%
81	Vehicle Fuel	-	1,396	16,300	9%
82	Employee Uniforms	-	-	1,800	0%
83	Safety	-	-	500	0%
84	Tractor Expenses	-	-	3,700	0%
85	Equipment Rental	-	1,450	2,000	73%
86	Service Trucks - R&M	9	2,163	14,500	15%
87	Water Ops Phone & Internet	293	587	4,800	12%
88	Total Service Tools & Equipment	2,032	7,685	52,900	15%
89	NON-OPERATING EXPENSES				
90	Grant & Loan Processing Fee	-	-	1,400	0%
91	DWR Interest Expense	-	-	7,900	0%
92	DHPO Interest Expense	3,167	3,167	5,800	55%
93	Bad Debt Expense	-	-	1,200	0%
94	Miscellaneous	53	415	1,100	38%
95	TOTAL NON-OPERATING EXPENSES	3,221	3,582	17,400	21%
96	TOTAL EXPENSES	87,698	277,742	1,267,800	22%
97	TOTAL INCOME BEFORE CAPITAL & GSA	67,232	160,828	435,700	37%
98	DHPO Capacity Credit	(1,750)	(5,250)	(21,000)	25%
99	CAPITAL PROJECTS				
100	Main Street Improvements (Icehouse Imp.)	-	(4,834)	(20,000)	24%
101	Meter Replacements & Other Capital	-	-	(35,000)	0%
102	Well & Tank Repairs	-	-	(465,000)	0%
103	TOTAL CAPITAL PROJECTS	-	(4,834)	(520,000)	1%
104	DEBT - PRINCIPAL				
105	Debt Service Principal - DWR	-	-	(40,800)	0%
106	Debt Service Principal - DHPO (Zion)	(41,436)	(41,436)	(82,900)	50%
107	TOTAL DEBT - PRINCIPAL	(41,436)	(41,436)	(123,700)	33%
108	SGMA / GSA	-	(2,469)	(35,000)	7%
109	NET INCOME / (LOSS)	\$ 24,046	\$ 106,839	\$ (264,000)	-40%

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

1. Discussion/Action Item:

Award of Contract for Well No. 1 Rehabilitation and Re-equipping Project; one bid received from Legend Pump and Well Service Inc.



MEMORANDUM

TO: CALVIN LOUIE, GENERAL MANAGER
CABAZON WATER DISTRICT **FILE:** 683-11P5

FROM: CHARLES A. KRIEGER *AK* **DATE:** 10/9/2020
KRIEGER & STEWART, INCORPORATED

SUBJECT: WELL NO. 1 REHABILITATION AND RE-EQUIPPING PROJECT
RECOMMENDATION OF AWARD

On Wednesday, September 30, 2020, the District received one bid for subject project. The bid amount is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Legend Pump and Well Service, Inc.	\$306,493.50

Legend Pump and Well Service, Inc.'s bid contained two minor, correctable irregularities. First, their bid contained a minor mathematical error; however, we corrected the error (the bid amount shown above is the corrected value; the correction resulted in a net decrease of \$2.50). Second, Legend failed to have their Bid Bond notarized on behalf of the Principal; however, the irregularity has been corrected by Legend Pump and Well Service, Inc. All other components of Legend Pump and Well Service, Inc.'s bid were complete and met the requirements of the Contract Documents.

Legend Pump and Well Service, Inc. has recently completed similar work for Cabazon Water District and said work was satisfactory.

Since Legend Pump and Well Service, Inc. is an experienced, capable contractor with a current Class C-57 (Well Drilling) Contractor's License (No. 964537) which enables the company to perform the work under California State Law, Krieger & Stewart recommends awarding the contract to Legend Pump and Well Service, Inc. for \$306,493.50.

CAK/lge
683-11P5-RECAWARD

21/174

BID FORMS

1.1 Bid.

Bids will be received at 14618 Broadway, Cabazon, CA 92230, until **4:00 p.m. on Wednesday, September 30, 2020.**

NAME OF BIDDER: Legend Pump and Well Service Inc.

Cabazon Water District
14618 Broadway
Cabazon, CA 92230

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. 1, Issued 9/10/2020

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	\$39,200.00
2	Bail well clean and remove all fill material from bottom of well and measure depth of well.	LF	45	N/A	\$4,832.00
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	\$1,150.00
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</u>	675	GAL.	\$11.62	\$7,845.00
	B. Biodispersant Mfr: <u>NW-320</u>	225	GAL.	\$123.17	\$27,713.00
	C. Surfactant Mfr: <u>NW-400</u>	7.5	GAL.	\$125.20	\$939.00
	D. Neutralizing Agent Mfr: _____		GAL.		
	E. Other Mfr: <u>Baroid IDP / Soda Ash</u>	225	GAL.	\$.87	\$197.00
6	Chemically clean well, including chemical injection, swabbing, sampling, pH testing, and neutralization and disposal of wastewater.	LS	1	N/A	\$32,800.00

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	\$11,976.00
8	Clarify well and perform video logging of well after chemical cleaning.	LS	1	N/A	\$950.00
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	\$10,850.00
10	Recondition existing discharge head, including sandblasting, inspection, and epoxy coating	LS	1	N/A	\$675.00
11	Furnish new 300 hp deep well vertical turbine pumping unit (premium efficiency and extra high thrust)	LS	1	N/A	\$46,938.00
12	Furnish 10" diameter column pipe.	LF	860		\$45,511.00
13	Furnish 3" diameter enclosing tube and 1-15/16" diameter line shaft, bearings, and couplings	LF	860		\$43,197.00
14	Furnish stabilizing spiders.	LS	1	N/A	\$207.00
15	Furnish 1/4" stainless steel air line, fastened to pump column with stainless steel bands.	LF	550		\$2,296.00
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	\$14,832.00

	related work for a fully operable pumping unit.				
17	Clean up well site and restore to pre-rehabilitation conditions.	LS	1	N/A	\$2,412.00

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]	
\$ 306,496.00	Total Bid Price in Numbers
\$ Three Hundred Six Thousand Four Hundred Ninety Six and Zero Cents	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. _____ 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 _____.

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):

C-57	8/31/2020
D-21	8/31/2020

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

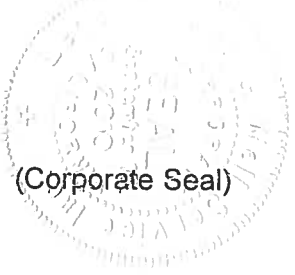
Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. 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 SanBernardino, CA, on this 30th day of September, 2020.



(Bidders Name – Print or Type)

Keith Collier / President
(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 _____ Title _____

Complete Address _____

Phone _____ FAX _____

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

2. Manufacturer of Vertical Hollow Shaft Electric Pumping Unit Motor

US / Niddec

**CABAZON WATER DISTRICT
CONTRACT DOCUMENTS FOR
WELL NO. 1 REHABILITATION AND RE-EQUIPPING**

ADDENDUM NO. 1

PLEASE BE ADVISED:

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

QUESTIONS AND ANSWERS

1. Q: To confirm, we can use the two pits adjacent to the well house to contain development water?
A: Yes, that is correct. Contractor shall provide all means necessary to ensure that development water remains in pits and does not overflow top of pit. Under no circumstances shall Contractor allow development water to leave the well site property.
2. Q: Can we work weekends and 24 hour shifts if needed?
A: Work shall be performed in accordance with the working days and working hours set forth in Exhibit "C" (Special Conditions), Item 5 (Working Days and Working Hours). Contractor shall submit any requests for alternative working hours or days in writing and in advance to the District for approval after award of the Contract.
3. Q: To confirm an existing water source is available 2 miles from the site and at no cost?
A: Yes, construction water is available approximately 2 miles from the Well No. 1 site. Contractor will be required to provide all means necessary to haul construction water (including trucks, pumps, tanks, and hoses) from the District's hydrant at said location to the Well No. 1 site. The District will provide a construction meter for Contractor's use; Contractor will not be charged for water used in performing the Work.
4. Q: During the site walk it was mentioned that site security may be needed. Will Cabazon supply security, or do we need to include cost in bid? What line item shall we include it in?
A: Contractor is responsible for securing the site at the end of each work day, as well as securing his equipment. Cabazon Water District will not be providing any security beyond the existing chainlink fence surrounding the site. Contractor will be required to provide his own padlock to daisy chain with the District's existing lock at the site.
5. Q: Could you supply drawings for pump, motor, and VFD? We need the drawings for the pump/motor and all associated equipment in order to obtain quotes from our vendors.
A: Review Specification Sections 11320 and 11325 for the pumping unit. Contractor shall include in his bid a pumping unit that meets the requirements set forth in Specification Sections 11320 and 11325. Acceptable manufacturers are identified in Specification Section 11320 and the pumping unit furnished by the Contractor must meet all the requirements set forth in Specification Sections 11320 and 11325. In addition, the Contractor awarded this work will be required to provide Submittals (including assembly drawings) for the complete pumping unit. Submittals shall be provided in accordance with Specification Sections 01300 and 11320. A soft starter will be furnished and installed

**CABAZON WATER DISTRICT
CONTRACT DOCUMENTS FOR
RESERVOIR NO. 1 INTERIOR RECOATING**

ADDENDUM NO. 1

PLEASE BE ADVISED:

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

1. Bidder Clarification and Notice Inviting Bids:

Replace the sixth paragraph with the following

A Mandatory Pre-Bid Meeting will be held on **Monday, September 9, 2020 at 1:00 p.m.** to review the Project's existing conditions at 14618 Broadway, Cabazon, CA. Due to unforeseen challenges with distributing adequate notice of the September 9, 2020 Mandatory Pre-Bid Meeting, a second Mandatory Pre-Bid Meeting will be held on **Monday, September 21, 2020 at 10:00 a.m.** Bidders who attended the first (September 9) Mandatory Pre-Bid Meeting are not required to attend the second (September 21) Mandatory Pre-Bid Meeting.




By: _____
Sabrina A. Nies, RCE No. 71524

Date: September 10, 2020

ADDENDUM NO. 1 ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for the Reservoir No. 1 Interior Recoating. This signed acknowledgement shall be included in the bid proposal.

Bidder: Legend Pump and Well Service Inc.

By: Chad Russ 
(Bidder's Authorized Representative)

Date: 9/16/2020

Title: Project Manager

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.

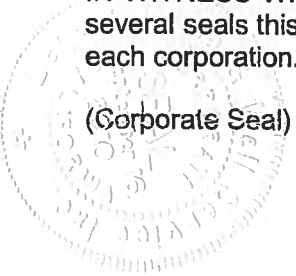
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated September 30, 20 20, for CABAZON WATER DISTRICT.

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 22nd day of September, 20 20, the name and corporate seal of each corporation.



(Corporate Seal)

Legend Pump & Well Service Inc.
Contractor/ Principal

By

Title President

(Corporate Seal)

The Ohio Casualty Insurance Company
Surety

By

Title Irene Luong, 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 _____

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)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

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

_____ Date of Document

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

_____ Signer(s) Other Than Named Above

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 _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

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

_____ Date of Document

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

_____ Signer(s) Other Than Named Above

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 SEP 22 2020 before me, Robyn R. Kargari, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

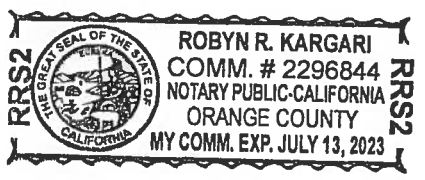
personally appeared Irene Luong
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public Robyn R. Kargari



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: _____

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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 22nd day of September, 2020.



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

Not valid for mortgage, note, letter of credit, currency rate, interest rate or equal 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.

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No. 5133-4

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 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.



Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

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.

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	Ground Water Data	Beaumont			

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

(Attach additional sheets if necessary)

Name of Bidder Legend Pump and Well Service Inc.

Signature 

Name and Title Keith Collier / President

Dated 9/29/2020

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: Corp

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

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

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

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

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: 9/16/10

6.2 State of Incorporation: California

6.3 President's Name: Keith Collier

6.4 Vice-President's Name(s): Keith Collier

Keith Collier

6.5 Secretary's Name: Keith Collier

6.6 Treasurer's Name: Keith Collier

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.

N/A

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

Water Well Rehab, Pumping Equipment Sales, Repair and Installation

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 / Redlands Ca
Custom Pipe / Anaheim CA

14.0 List Bank References (Bank and Branch Address):

Chase Bank

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

The Bond Exchange

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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
Indio Water Authority Well U	Rehab, Install New Pumping Equipment	4/12/2019	\$ 345,000
Indio Water Authority Well 3B	Rehab, Install New Pumping Equipment	4/12/2019	\$ 385,000
East Valley Water Dist Well 24B	Rehab, Well, rebuild Equipment	9/28/2018	\$ 165,000
Perc Water. Well 4B	Well Rehab, Install New Pumping Equipment	11/25/2019	\$ 110,000
City of Downey Well #15	Well Rehab Install New Equipment	12/18/2019	\$ 228,000

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:
Ernie Mendivel 100%

Brad Robinson 50%

2. Summarize each person's specialized education:

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

Ernie Mendivel: 17 Years water well and pump service experience

Brad Robinson: 13 Years Water Well and Pump service experience

4. Summarize such experience:

Removal and Installation of all types pumping equipment. Chemical treatment of water wells to increase yield. Clean Wells via mechanical methods, brush and bail. Fabricate steel discharge lines. concrete base construction. Water Well destructions.

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 9/30/2020

CALIFORNIA CONTRACTOR'S LICENSE

Class: C-57

(Class C-57 is required)

Number: 964537

Expiration Date: 8/31/2021

DIR Contractor Registration No. 1000007078

1.5 Non-Collusion Declaration

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/29/20 [date], at San Bernardino [city], CA [state].

Name of Bidder Legend Pump and Well Service Inc.

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: 9/29/20

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.¹

Name of Bidder: Legend Pump and Well Service Inc.

DIR Registration Number: 1000007078

DIR Registration Expiration: 6/30/2021

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 9/29/20

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

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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 9/29/20

New Business

1. Discussion/Action Item:

Award of Contract for Reservoir No. 1 Interior
Recoating; two bids received from

(a) Simpson Sandblasting and Special Coatings
Inc.

And

(b) J. colon Coatings Inc.

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MEMORANDUM

TO: CALVIN LOUIE, GENERAL MANAGER
CABAZON WATER DISTRICT **FILE:** 683-11P8

FROM: CHARLES A. KRIEGER *CAK* **DATE:** 10/9/2020
KRIEGER & STEWART, INCORPORATED

SUBJECT: RESERVOIR NO. 1 INTERIOR RECOATING
RECOMMENDATION OF AWARD

On Wednesday, September 30, 2020, the District received two bids for subject project. The bid amounts are as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Simpson Sandblasting & Special Coatings, Inc.	\$229,770.00
J. Colon Coatings, Inc.	\$398,500.00

Simpson Sandblasting & Special Coatings, Inc. is the low bidder. All components of Simpson Sandblasting & Special Coatings, Inc.'s bid were complete and met the requirements of the Contract Documents.

Simpson Sandblasting & Special Coatings, Inc. has recently completed similar work for some of Krieger & Stewart's other public agency clients, and said work was satisfactory.

Since Simpson Sandblasting & Special Coatings, Inc. is an experienced, capable contractor with a current Class C-33 (Painting and Decorating) Contractor's License (No. 878060) which enables the company to perform the work under California State Law, Krieger & Stewart recommends awarding the contract to Simpson Sandblasting & Special Coatings, Inc. for \$229,770.00.

CAK/lge
683-11P8-RECAWARD

New Business

2. Discussion/Action Item:

- (a) Simpson Sandblasting and Special Coatings
Inc. Bid

BID FORMS

1.1 Bid.

Bids will be received at 14618 Broadway, Cabazon, CA 92230, until 4:00 p.m. on Wednesday, September 30, 2020.

NAME OF BIDDER: Simpson Sandblasting & Special Coatings, Inc

Cabazon Water District
14618 Broadway
Cabazon, CA 92230

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:

RESERVOIR NO. 1 INTERIOR RECOATING 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. 1, 2

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the 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	Recoat interior roof of reservoir, including removing and disposing of existing interior coating from all roof plates, roof supporting members, and appurtenances; blast cleaning to "near-white metal"; and coating same with the coating system in accordance with Section 11 of the Basic Welded Steel Water Storage Reservoir Coating Specification and Special Conditions, all in accordance with the Contract Documents.	LS	1	\$89,782.00	\$89,782.00
2	Recoat interior shell reservoir, including removing and disposing of existing interior coating from shell plates, column, and appurtenances (including interior ladder and appurtenances) to within 1/2' of reservoir floor; blast cleaning to "near-white metal"; and coating same with the coating system in accordance with Section 11 of the Basic Welded Steel Water Storage Reservoir Coating Specification and Special Conditions, all in accordance with the Contract Documents.	LS	1	\$73,188.00	\$73,188.00
3	Caulk interior roof joints of reservoir, all in accordance with the Contract Documents.	LS	1	\$3,800.00	\$3,800.00

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
4	Recoat interior floor of reservoir, including removing and disposing of existing interior coating from the reservoir floor, and lower 1/2' of the shell, columns, and column base plates; blast cleaning to "near-white metal"; and coating same with the coating system in accordance with Section 10 of the Basic Welded Steel Water Storage Reservoir Coating Specification and Special Conditions, all in accordance with the Contract Documents.	LS	1	\$51,200.00	\$51,200.00
5	Replace manway and flush cleanout gaskets	LS	1	\$800.00	\$800.00
6	Cure, pressure spray flush, and disinfect reservoir, all in accordance with the Contract Documents.	LS	1	\$3,000.00	\$3,000.00
7	All other items of work not included in the above bid items required for a complete and functional project in compliance with the Contract Documents.	LS	1	\$8,000.00	\$8,000.00

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 RESERVOIR NO. 1 INTERIOR RECOATING PROJECT	
<u>\$ 229,770.00</u>	<hr/> Total Bid Price in Numbers
<u>\$ Two Hundred and Twenty-nine Thousand, Seven Hundred and Seventy 00/100</u>	<hr/> 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. _____ 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):

CA 878060 - C33 expires May 31, 2022

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 Fontana, CA, on this 29th day of September, 2020.

(Bidders Name – Print or Type)

Elisa Simpson, Vice President

(Name and Title)

(Corporate Seal)

(Signature)

Elisa Simpson

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

Name Ryan Simpson Title President & Treasurer

Complete Address 1312 Matterhorn Dr, Riverside, CA 92506

Phone (909) 829-0000 FAX (909) 829-0024

Name Elisa Simpson Title Vice President & Secretary

Complete Address 4515 Warren Street, Riverside, CA 92503

Phone (909) 829-0000 FAX (909) 829-0024

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 Interior Coating System

Tnemec

2. Manufacturer of Caulking for Interior Roof Laps

Sika Flex 1A

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, Simpson Sandblasting and Special Coatings, Inc., as Principal, and Markel 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 September 30, 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 28th day of September, 20 20, the name and corporate seal of each corporation.

(Corporate Seal)

Simpson Sandblasting and Special Coatings, Inc.
Contractor/ Principal

By Elisa Simpson

Title President - Vice

(Corporate Seal)

Markel Insurance Company
Surety

By Shannon Lopez
Attorney-in-Fact Shannon Lopez

(Attach Attorney-in-Fact Certificate)

Title Attorney-In-Fact

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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.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On September 28, 2020 before me Jeannie M. Hall, Notary Public,

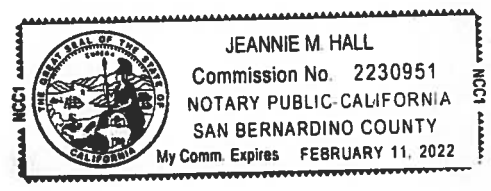
personally appeared Shannon Lopez,

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 Jeannie M Hall (Seal)



Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

George A. DeCristo, Shannon Lopez, Beth Kolpien, Epi Carter, Samantha Orf

Its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifty Million and 00/100 Dollars (\$50,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

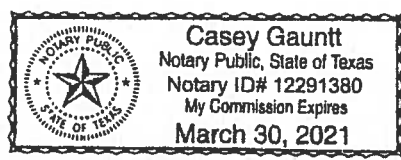
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 27th day of November, 2019.

Commonwealth of Virginia
Henrico County

MARKEL INSURANCE COMPANY
By: [Signature]
Robin Russo, Senior Vice President

On this 27th day of November, 2019 before me personally came Robin Russo, to me known, who being by me duly sworn, did depose and say that he resides in Henrico County, Virginia, the he is Senior Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: [Signature]
Casey Gaunt, Notary Public

I, Richard R. Grinnan, Vice President and Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Glen Allen, Virginia this 28th day of September 2020

By: [Signature]
Richard R. Grinnan,
Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

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
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					

(Attach additional sheets if necessary)

Name of Bidder Simpson Sandblasting & Special Coatings, Inc

Signature *Elisa Simpson*

Name and Title Elisa Simpson, Vice President

Dated September 29, 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: Simpson Sandblasting & Special Coatings, Inc

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 14665 Rancho Vista Drive, Fontana, CA 92335

(909) 829-0024 (909) 829-0000

Facsimile Number Telephone Number

estimating@simpsonsandblasting.com
Email Address

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

5.0 How many years has Bidder's organization been in business under its present name? 14 years

5.1 Under what other or former names has Bidder's organization operated? _____

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

6.1 Date of Incorporation: January 2006

6.2 State of Incorporation: California

6.3 President's Name: Ryan Simpson

6.4 Vice-President's Name(s): Elisa Simpson

6.5 Secretary's Name: Elisa Simpson

6.6 Treasurer's Name: Ryan Simpson

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.
Arizona, Nevada, Oregon, Washington

10.0 What type of work does the Bidder normally perform with its own forces?
Industrial blasters & painter of potable water tanks

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:
No

13.0 List Trade References:

Sherwin William, Matt Markowski (909) 717-3064

United Rental, Franco Alawi (951) 757-9114

14.0 List Bank References (Bank and Branch Address):

Pacific Mercantile Bank

3990 Concourse St, Suite 310

Ontario, CA 91764

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

Markel Insurance

c/o Hub International

470 E. Highland Ave, Redlands, CA 92373

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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
Rehabilitation of Reservoir 5643-1 & 5643-2	Interior/exterior removal and recoat, site work	December 9, 2019	\$2,624,093.50
Pomerado Reservoir Rehabilitation Project	Interior/exterior blast and coat of 2.5MG water tank	May 2018	\$535,399.00
Lake Street Reservoir Improvement	Interior/exterior blast and coat 8.5MG	July 2018	\$1,160,433.00
Hilltop Tanks Coating & Painting	Interior removal and recoat exterior spot repair and recoat	March 2020	\$381,856.00
Reservoir 5A Improvements	Interior removal and recoat, structural repair	April 2020	\$436,065.00

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:

Rusty Simpson, Safety Manager 100%

John Fisher Superintendent 100%

Tim Foye Superintendent 100%

2. Summarize each person's specialized education:

Rusty Simpson, NACE III Coating Inspector, Apprenticeship School

John Fisher, NACE III Coating Inspector, Apprenticeship School

Tim Foye, NACE Inspector, Apprenticeship School

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

Rusty Simpson has 20+ years of experience

John Fisher 20+ years of experience

Tim Foye has 20+ years of experience

4. Summarize such experience:

Rusty, John and Tim have over 60+ years of experience blasting and coating potable water tanks,

all 3 men have completed apprenticeship school and are NACE Inspectors

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 Simpson Sandblasting & Special Coatings, Inc

Signature: *Elisa Simpson*

Name Elisa Simpson

Title Vice President

Date September 29, 2020

CALIFORNIA CONTRACTOR'S LICENSE

Class: C-33

(Class C-33 is required)

Number: 878060

Expiration Date: May 31, 2022

DIR Contractor Registration No. 1000618438

1.5 Non-Collusion Declaration

The undersigned declares:

I am the Vice President of Simpson Sandblasting & Special Coatings, Inc, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 29, 2020 [date], at Fontana [city], California [state].

Name of Bidder Simpson Sandblasting & Special Coatings, Inc

Signature Elisa Simpson

Name Elisa Simpson

Title Vice 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: Elisa Simpson

Printed Name: Elisa Simpson

Title: Vice President

Firm Name: Simpson Sandblasting & Special Coatings, Inc

Date: September 29, 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.

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.¹

Name of Bidder: Simpson Sandblasting & Special Coatings, Inc

DIR Registration Number: 1000618438

DIR Registration Expiration: June 30, 2021

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 Simpson Sandblasting & Special Coatings, Inc

Signature Elisa Simpson

Name and Title Elisa Simpson, Vice President

Dated September 29, 2020

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

1.8 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 Simpson Sandblasting & Special Coatings, Inc

Signature *Elisa Simpson*

Name and Title Elisa Simpson, Vice President

Dated September 29, 2020

CABAZON WATER DISTRICT
CONTRACT DOCUMENTS FOR
RESERVOIR NO. 1 INTERIOR RECOATING

ADDENDUM NO. 1

PLEASE BE ADVISED:

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

1. Bidder Clarification and Notice Inviting Bids:

Replace the sixth paragraph with the following

A Mandatory Pre-Bid Meeting will be held on **Monday, September 9, 2020 at 1:00 p.m.** to review the Project's existing conditions at 14618 Broadway, Cabazon, CA. Due to unforeseen challenges with distributing adequate notice of the September 9, 2020 Mandatory Pre-Bid Meeting, a second Mandatory Pre-Bid Meeting will be held on **Monday, September 21, 2020 at 10:00 a.m.** Bidders who attended the first (September 9) Mandatory Pre-Bid Meeting are not required to attend the second (September 21) Mandatory Pre-Bid Meeting.



By: _____
Sabrina A. Nies, RCE No. 71524

Date: September 10, 2020

ADDENDUM NO. 1 ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for the Reservoir No. 1 Interior Recoating. This signed acknowledgement shall be included in the bid proposal.

Bidder: Simpson Sandblasting & Special Coatings, Inc

By: Elisa Simpson
(Bidder's Authorized Representative)

Date: September 29, 2020

Title: Vice President

**CABAZON WATER DISTRICT
CONTRACT DOCUMENTS FOR
RESERVOIR NO. 1 INTERIOR RECOATING**

ADDENDUM NO. 2

PLEASE BE ADVISED:

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

1. Bidder Clarification and Instructions to Bidders, Pre-Bid Conference:

Replace the Pre-Bid Conference with the following

A mandatory Pre-Bid Conference is scheduled for **Monday, September 9, 2020, at 1:00 p.m.** to review the Project's existing conditions at 14618 Broadway, Cabazon, CA 92230. Representatives of the District and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference. A second Mandatory Pre-Bid Meeting will be held on **Monday, September 21, 2020 at 10:00 a.m.** Bidders who attended the first (September 9) Mandatory Pre-Bid Conference are not required to attend the second (September 21) Mandatory Pre-Bid Conference.

QUESTIONS AND ANSWERS

1. Q: What is the anticipated start date?

A: The District anticipates awarding the project approximately 2 weeks after bid opening. Following award, the start date of construction would depend on the Contractor's diligence in executing the Contract.

2. Q: Who will be the coatings inspector, if any? Will they hire a 3rd party inspector?

A: The District will arrange for and will be providing a coating inspector to inspect the work.

3. Q: Is there an inspection report available for this tank?

A: A copy of a "Coating Evaluation" Report is attached.

4. Q: We'd like to request adding the additional business license classification to allow us to provide all the necessary services for both the tank and well bid. Could you add the following language to the bid forms (see in red)?

Page 2 of 2 of 4 Tank 1 Rehab Bid:

Tank Project: Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class C-33 and Class-A.

301 174

Page 2 of 2 of 4 Notice Inviting Bids:

Well Project: Unless otherwise provided in the Instructions for Bidders, each Bidder and/or its subcontractor shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class C-57.

A: A Class C-33 license will be required by the Bidder. The Contract Documents will remain as-is.



By: _____
Sabrina A. Nies, RCE No. 71524

Date: September 22, 2020

ADDENDUM NO. 2 ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of Addendum No. 2 and the incorporation thereof in bid proposal for the Reservoir No. 1 Interior Recoating. This signed acknowledgement shall be included in the bid proposal.

Bidder: Simpson Sandblasting & Special Coatings, Inc

By: Elisa Simpson
(Bidder's Authorized Representative)

Date: September 29, 2020

Title: Vice President

683-11P8-Addendum No. 2

Attachment: Coating Evaluation

New Business

2. Discussion/Action Item:

(b) J. Colon Coatings Inc.

BID FORMS

1.1 Bid.

Bids will be received at 14618 Broadway, Cabazon, CA 92230, until 4:00 p.m. on Wednesday, September 30, 2020.

NAME OF BIDDER: J. Colon Coatings, Inc.

Cabazon Water District
14618 Broadway
Cabazon, CA 92230

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:

RESERVOIR NO. 1 INTERIOR RECOATING 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. 1 & 2

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the 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.

**CABAZON WATER DISTRICT
CONTRACT DOCUMENTS FOR
RESERVOIR NO. 1 INTERIOR RECOATING**

ADDENDUM NO. 1

PLEASE BE ADVISED:

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

1. Bidder Clarification and Notice Inviting Bids:

Replace the sixth paragraph with the following

A Mandatory Pre-Bid Meeting will be held on **Monday, September 9, 2020 at 1:00 p.m.** to review the Project's existing conditions at 14618 Broadway, Cabazon, CA. Due to unforeseen challenges with distributing adequate notice of the September 9, 2020 Mandatory Pre-Bid Meeting, a second Mandatory Pre-Bid Meeting will be held on **Monday, September 21, 2020 at 10:00 a.m.** Bidders who attended the first (September 9) Mandatory Pre-Bid Meeting are not required to attend the second (September 21) Mandatory Pre-Bid Meeting.



By: _____
Sabrina A. Nies, RCE No. 71524

Date: September 10, 2020

ADDENDUM NO. 1 ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for the Reservoir No. 1 Interior Recoating. This signed acknowledgement shall be included in the bid proposal.

Bidder: J. Colon Coatings, Inc.

By: _____
(Bidder's Authorized Representative)

Date: 9/28/2020

Title: Secretary/Treasurer

**CABAZON WATER DISTRICT
CONTRACT DOCUMENTS FOR
RESERVOIR NO. 1 INTERIOR RECOATING**

ADDENDUM NO. 2

PLEASE BE ADVISED:

The following clarifications, changes, additions, and/or corrections hereinafter set forth shall be incorporated into the project Contract Documents, and shall be made a part thereof, subject to all the requirements thereof, as if originally specified and/or shown.

1. Bidder Clarification and Instructions to Bidders, Pre-Bid Conference:

Replace the Pre-Bid Conference with the following

A mandatory Pre-Bid Conference is scheduled for **Monday, September 9, 2020, at 1:00 p.m.** to review the Project's existing conditions at 14618 Broadway, Cabazon, CA 92230. Representatives of the District and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference. A second Mandatory Pre-Bid Meeting will be held on **Monday, September 21, 2020 at 10:00 a.m.** Bidders who attended the first (September 9) Mandatory Pre-Bid Conference are not required to attend the second (September 21) Mandatory Pre-Bid Conference.

QUESTIONS AND ANSWERS

1. Q: What is the anticipated start date?

A: The District anticipates awarding the project approximately 2 weeks after bid opening. Following award, the start date of construction would depend on the Contractor's diligence in executing the Contract.

2. Q: Who will be the coatings inspector, if any? Will they hire a 3rd party inspector?

A: The District will arrange for and will be providing a coating inspector to inspect the work.

3. Q: Is there an inspection report available for this tank?

A: A copy of a "Coating Evaluation" Report is attached.

4. Q: We'd like to request adding the additional business license classification to allow us to provide all the necessary services for both the tank and well bid. Could you add the following language to the bid forms (see in red)?

Page 2 of 2 of 4 Tank 1 Rehab Bid:

Tank Project: Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class C-33 and Class-A.

Page 2 of 2 of 4 Notice Inviting Bids:

Well Project: Unless otherwise provided in the Instructions for Bidders, each Bidder and/or its subcontractor shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class C-57.

A: A Class C-33 license will be required by the Bidder. The Contract Documents will remain as-is.



By: _____
Sabrina A. Nies, RCE No. 71524

Date: September 22, 2020

ADDENDUM NO. 2 ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of Addendum No. 2 and the incorporation thereof in bid proposal for the Reservoir No. 1 Interior Recoating. This signed acknowledgement shall be included in the bid proposal.

Bidder: J. Colon Coatings, Inc.

By: _____
(Bidder's Authorized Representative)

Date: 9/28/2020

Title: Secretary/Treasurer

683-11P8-Addendum No. 2

Attachment: Coating Evaluation

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Recoat interior roof of reservoir, including removing and disposing of existing interior coating from all roof plates, roof supporting members, and appurtenances; blast cleaning to "near-white metal"; and coating same with the coating system in accordance with Section 11 of the Basic Welded Steel Water Storage Reservoir Coating Specification and Special Conditions, all in accordance with the Contact Documents.	LS	1		\$179,000
2	Recoat interior shell reservoir, including removing and disposing of existing interior coating from shell plates, column, and appurtenances (including interior ladder and appurtenances) to within 1/2' of reservoir floor; blast cleaning to "near-white metal"; and coating same with the coating system in accordance with Section 11 of the Basic Welded Steel Water Storage Reservoir Coating Specification and Special Conditions, all in accordance with the Contract Documents.	LS	1		\$136,000
3	Caulk interior roof joints of reservoir, all in accordance with the Contract Documents.	LS	1		\$3,500

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
4	Recoat interior floor of reservoir, including removing and disposing of existing interior coating from the reservoir floor, and lower 1/2' of the shell, columns, and column base plates; blast cleaning to "near-white metal"; and coating same with the coating system in accordance with Section 10 of the Basic Welded Steel Water Storage Reservoir Coating Specification and Special Conditions, all in accordance with the Contract Documents.	LS	1		\$76,000
5	Replace manway and flush cleanout gaskets	LS	1		\$250
6	Cure, pressure spray flush, and disinfect reservoir, all in accordance with the Contract Documents.	LS	1		\$3,500
7	All other items of work not included in the above bid items required for a complete and functional project in compliance with the Contract Documents.	LS	1		\$250

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 RESERVOIR NO. 1 INTERIOR RECOATING PROJECT	
\$ 398,500	Total Bid Price in Numbers
\$ Three Hundred Ninety Eight Thousand Five Hundred Dollars & No Cents	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. "Bidders Bond" from the North American Specialty Insurance Company Bank in the amount of 10% of Amount of Bid, 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 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):

License No. 735800 Expiration date: 5/31/2021 Class "C-33"

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 Alta Loma, on this 28 day of September, 2020.

(Bidders Name – Print or Type)

Jose Colon Secretary/Treasurer
(Name and Title)

[Signature]
(Signature)

(Corporate Seal)

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

Name Rosalie Colon Title President

Complete Address 6047 Carol Avenue, Alta Loma, CA 91701

Phone (909) 989-6507 FAX (909) 989-1591

Name Julia D. Colon Title Vice President

Complete Address 6047 Carol Avenue, Alta Loma, CA 91701

Phone (909) 989-6507 FAX (909) 989-1591

Name Jose Colon Title Secretary/Treasurer

Complete Address 6047 Carol Avenue, Alta Loma, CA 91701

Phone (909) 989-6507 FAX (909) 989-1591

Name N/A 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 Interior Coating System

Tnemec Company Inc.

2. Manufacturer of Caulking for Interior Roof Laps

Sika Corporation

92/174

Bond No. TS20-435

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, J. Colon Coatings, Inc., as Principal, and North American Specialty 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 September 30th, 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 23rd day of September 25, 2020, the name and corporate seal of each corporation.

(Corporate Seal)

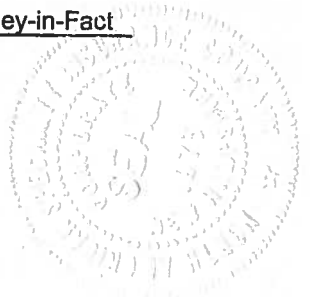
J. Colon Coatings, Inc.
Contractor/ Principal
By [Signature]
Jose Colon
Title Secretary/Treasurer

(Corporate Seal)

North American Specialty Insurance Company
Surety
By [Signature]
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Andrew J. Waterbury, Attorney-in-Fact



Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF San Bernardino

On Sept 25, 2020, before me, Elizabeth Anne Baker, Notary Public, personally appeared Jose Colon Jr., 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.



Elizabeth Anne Baker

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

Bid Bmd.

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

5

Number of Pages

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

9/25/2020

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 Contractor/Principal.

Attached

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

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

_____ Date of Document

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

_____ Signer(s) Other Than Named Above

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

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 September 23, 2020 before me, Kerissa Ricciardi, Notary Public
(insert name and title of the officer)

personally appeared Andrew J. Waterbury
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 *Kerissa Ricciardi*

(Seal)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

MARY R. McKEE, ANDREW J. WATERBURY, LISA M. SCAVETTA, SHERRYANNE M. DePIRRO,
ELLIOTT W. WOLFFE, VINCENT C. MISEO, AND KERISSA RICCIARDI

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

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

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



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of September, 20 20.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

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
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					

(Attach additional sheets if necessary)

Name of Bidder J. Colon Coatings, Inc.

Signature 

Name and Title Jose Colon Secretary/Treasurer

Dated 9/28/2020

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: N/A

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 6047 Carol Avenue Alta Loma, CA 91701

<u>(909) 989-1591</u>	<u>(909) 989-6507</u>
Facsimile Number	Telephone Number
<u>Jcolon9744@aol.com</u>	
Email Address	

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

5.0 How many years has Bidder's organization been in business under its present name? 24 years

5.1 Under what other or former names has Bidder's organization operated? Joe Colon Sandblasting & Coating

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

6.1 Date of Incorporation: September 11, 1996

6.2 State of Incorporation: California

6.3 President's Name: Rosalie Colon

6.4 Vice-President's Name(s): Julia D. Colon

6.5 Secretary's Name: Jose Colon

6.6 Treasurer's Name: Jose Colon

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.

N/A

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

Sandblasting & Coating Water Reservoirs

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:

Tnemec Company Inc. 417 E. Weber St. Compton, CA 90222 (310) 637-2363

Blast Coat Sytems 9823 Crescent Ctr. Dr. Rancho Cucamonga, CA 91730 (909) 483-4200

Kriegar & Stewart 3602 University Ave. Riverside, CA 92501 (951) 684-6900

Harper & Associates 1240 E. Ontario Ave. Corona, CA 92881 (951) 372-9196

14.0 List Bank References (Bank and Branch Address):

Union Bank of California

11551 Foothill Blvd.

Rancho Cucamonga, CA 91730

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

North American Specialty Insurance Company

Agent: Andrew Waterbury W/ Turner Surety and Insurance Brokerage, Inc.

6 Hutton Centre Drive Suite 1020, Santa Ana, CA 92707

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J. COLON COATINGS, INC.
Contractor's Experience Statement

104/174

JURUPA COMMUNITY SERVICE DISTRICT: 11201 HARREL STREET, JURUPA VALLEY, CA 91752

DESCRIPTION: INDIAN HILLS 2A & 2B, & MIRA LOMA B RESERVOIR COATING AND RETROFIT

CONTRACT AMOUNT: \$742,850.00

CONTACT: KEITH BACKUS (951) 685-7434

COMPLETED: SEPTEMBER 2020

BIG BEAR CITY COMMUNITY SERVICE DIST: 139 E. BIG BEAR BLVD, BIG BEAR CITY, CA 92314

DESCRIPTION: GREENSPOT RESERVOIR REHABILITATION

CONTRACT AMOUNT: \$644,926.00

CONTACT: CHRIS DEITER (909) 483-3200 X203

COMPLETED: JULY 2020

CITY OF BURBANK: 301 EAST OLIVE AVENUE, BURBANK, CA 91510

DESCRIPTION: MC CLURE TANK EXTERIOR RECOATING

CONTRACT AMOUNT: \$242,960.00

CONTACT: KODY WHISMAN (818) 238-3500

COMPLETED: JUNE 2020

CRESCENTA VALLEY WATER DISTRICT: 2700 FOOTHILL BLVD. LA CRESCENTA, CA 91214

DESCRIPTION: REHABILITATION OF MARKRIDGE RESERVOIR

CONTRACT AMOUNT: \$408,035.00

CONTACT: CHRISTINA OLMEDO (818) 248-3925

COMPLETED: APRIL 2020

EASTERN MUNICIPAL WATER DISTRICT: 2270 TRUMBLE ROAD, PERRIS, CA 92572

DESCRIPTION: QUAIL VALLEY TANK INTERIOR RECOATING

CONTRACT AMOUNT: \$291,000.00

CONTACT DUSTIN WETTER (951) 928-3777

COMPLETED: FEBRUARY 2020

EASTERN MUNICIPAL WATER DISTRICT: 2270 TRUMBLE ROAD, PERRIS, CA 92572

DESCRIPTION: ELLIS TANK INTERIOR RECOATING

CONTRACT AMOUNT: \$245,605.00

CONTACT: DUSTIN WETTER (951) 928-3777

COMPLETED: FEBRUARY 2020

J. COLON COATINGS, INC.
Contractor's Experience Statement

105/174

CRESTLINE LAKE ARROWHEAD WATER AGENCY: 24116 CREST FOREST DR., CRESTLINE, CA 92325

DESCRIPTION: REHABILITATION OF CLEARWELL NO. 1 TANK

CONTRACT AMOUNT: \$323,300.00

CONTACT: ROXANNE HOLMES (909)388-1779

COMPLETED: JULY 2019

DESERT WATER AGENCY: 1200 S GENE AUTRY, PALM SPRINGS, CA 92263

DESCRIPTION: 2018/2019 RESERVOIR MAINTENANCE-3 EXTERIOR RESERVOIR COATING

CONTRACT AMOUNT: \$493,000.00

CONTACT: SARAH RAPOLLA (760) 323-4971

COMPLETED: JUNE 2019

LAKE ARROWHEAD COMMUNITY SERVICE DISTRICT: 27307 CA-189, BLUE JAY, CA 92317

DESCRIPTION: BERNINA TANKS 1 & 2

CONTRACT AMOUNT: \$303,300.00

CONTACT: AIDA HERCULES-DODARO (909) 336-7100

COMPLETED: MAY 2019

GOLDEN STATE WATER COMPANY: 630 E. FOOTHILL BLVD. SAN DIMAS, CA 91773

DESCRIPTION: LINDA VISTA REHABILITATION PROJECT

CONTRACT AMOUNT: \$281,298.00

CONTACT: LONG THAI (714) 535-7711 EXT. 225

COMPLETED: APRIL 2019

JURUPA COMMUNITY SERVICE DISTRICT: 11201 HARREL STREET, JURUPA VALLEY, CA 91752

DESCRIPTION: PEDLEY "B" RESERVOIR PROJECT

CONTRACT AMOUNT: \$772,000.00

CONTACT: KEITH BACKUS (951) 685-7434

COMPLETED: MARCH 2019

EASTERN MUNICIPAL WATER DISTRICT: 2270 TRUMBLE ROAD, PERRIS, CA 92572

DESCRIPTION: MOTTE TANK INTERIOR RECOATING

CONTRACT AMOUNT: \$275,608.00

CONTACT: DUSTIN WETTER (951) 928-3777

COMPLETED: FEBRUARY 2019

J. COLON COATINGS, INC.
Contractor's Experience Statement

106/174

VALLEY CENTER MUNICIPAL WATER DIST: 29300 VALLEY CENTER RD, VALLEY CENTER, CA 92082

DESCRIPTION: BETSWORTH FOREBAY 1 & RED MOUNTAIN RESERVOIR

CONTRACT AMOUNT: \$388,860.00

CONTACT: DENNIS WILLIAMS (760) 735-4500

COMPLETED: SEPTEMBER 2018

DESERT WATER AGENCY: 1200 S GENE AUTRY, PALM SPRINGS, CA 92263

DESCRIPTION: 2017/2018 RESERVOIR MAINTENANCE-PALM SPRINGS NORTH RESERVOIR

CONTRACT AMOUNT: \$1,625,036.00

CONTACT: SARAH RAPOLLA (760) 323-4971

COMPLETED: AUGUST 2018

ROWLAND WATER DISTRICT: 3021 S. FULLERTON ROAD, ROWLAND HEIGHTS, CA 91748

DESCRIPTION: REHABILITATION OF RESERVOIR NO. 6

CONTRACT AMOUNT: \$586,743.00

CONTACT: DUSTY MOISIO (562) 697-1726

COMPLETED: JUNE 2018

PECHANGA BAND OF LUISENO INDIANS: 12705 PECHANGA ROAD TEMECULA, CA 92593

DESCRIPTION: REHABILITATION OF THE NORTH CASINO TANK

CONTRACT AMOUNT: \$386,300.00

CONTACT: EAGLE JONES (951) 770-6223

COMPLETED: DECEMBER 2017

PECHANGA BAND OF LUISENO INDIANS: 12705 PECHANGA ROAD TEMECULA, CA 92593

DESCRIPTION: REHABILITATION OF THE SOUTH CASINO TANK

CONTRACT AMOUNT: \$542,875.00

CONTACT: EAGLE JONES (951) 770-6223

COMPLETED: JUNE 2017

DESERT WATER AGENCY: 1200 NS GENE AUTRY, PALM SPRINGS, CA 92263

DESCRIPTION: 2016/2017 POTABLE WATER RESERVOIR MAIN.

CONTRACT AMOUNT: \$356,000.00

CONTACT: AARON CARLSSON (760) 323-4971

COMPLETED: APRIL 2017

J. COLON COATINGS, INC.
Contractor's Experience Statement

107/174

COACHELLA VALLEY WATER DISTRICT

DESCRIPTION: REHABILITATION RESERVOIRS 3571-1 & 4701-1

CONTRACT AMOUNT: \$856,940.00

CONTACT: BRIAN FOGG (760)398-2651 EXT. 2331

COMPLETED: DECEMBER 2016

MOULTON NIGUEL WATER DISTRICT: 26161 GORDON RD., LAGUNA HILLS, CA 92653

DESCRIPTION: REHABILITATION OF THE MATHIS RESERVOIR

CONTRACT AMOUNT: \$842,550.00

CONTACT: STEVE MERCK (949)425-3553

COMPLETED: MAY 2016

MOULTON NIGUEL WATER DISTRICT: 26161 GORDON RD., LAGUNA HILLS, CA 92653

DESCRIPTION: ALISO CREEK RESERVOIR 10MG

CONTRACT AMOUNT: \$1,916,096.00

CONTACT: STEVE MERCK (949)425-3553

COMPLETED: OCTOBER 2015

CUCAMONGA VALLEY WATER DISTRICT: 10440 ASHFORD ST., RANCHO CUCAMONGA, CA 91701

DESCRIPTION: RESERVOIR 4B IMPROVEMENTS

CONTRACT AMOUNT: \$394,798.00

CONTACT: RUSSEL SILVA (909) 987-2591

COMPLETED: MAY 2015

INDIAN WELLS VALLEY WATER: 500 WEST RIDGECREST BLVD., RIDGECREST, CA 93555

DESCRIPTION: RECOATING GATEWAY, C-ZONE, D-ZONE, & COLLEGE RESERVOIRS

CONTRACT AMOUNT: \$591,554.00

CONTACT: WILLIAM HUFFMAN (KREIGER & STEWART) (951)684-6900

COMPLETED: MAY 2014

BIGHORN-DESERT VIEW WATER AGENCY: 622 S. JEMEZ TRAIL, YUCCA VALLEY, CA 92284

DESCRIPTION: B-3 & B-4 RESERVOIR RECOATING

CONTRACT AMOUNT: \$272,115.00

CONTACT: WILLIAM HUFFMAN (KREIGER & STEWART) (951)684-6900

COMPLETED: JUNE 2013

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:

- _____
- Sam Colon - Superintendent - 100%
- _____
- Jose Colon - Owner - 50%
- _____

2. Summarize each person's specialized education:

- _____
- *See Attached Resume's
- _____
- _____

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

- _____
- *See Attached Resume's
- _____
- _____

4. Summarize such experience:

- _____
- *See Attached Resume's
- _____
- _____

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:

- N/A
- _____
- _____
- _____
- _____
- _____

Jose Colon
6047 Carol Ave
Alta Loma California 91701
909-322-1975

Objective

To obtain a high level position where my skills can be fully utilized.

Education /Certifications

SSPC Certified – Special Coatings Courses

PDCA Certified – Full Apprenticeship Recognition

EMS CPR/ First Aid Certified

Certified in the following safety programs: Lead Abatement & Containment, Fall Protection, Abrasive Sandblasting, Injury Illness Prevention, Code of Safe Practices, MSDS Hazardous Communications, Respiratory Protection, Confined Space, Heat Stress Prevention.

Work Experience

J. Colon Coatings, Inc. 1996-Present

Joe Colon Sandblasting & Coating 1986-1996

For over thirty-five years, I have successfully owned my own business. My business specializes in sandblasting and painting steel structures. Along with owning the business I also function as Project Manager. I estimate all jobs, calculate all expenses, maintain relationships with vendors and customers, and coordinate the delivery of goods and field supplies.

For the past thirty-five years my business has maintained a high rapport in the coatings industry and has earned several industry awards including "Tank of the Year" for 1992 and 2002.

My knowledge of specialized coatings and painting products has helped me be of service to many of our vendors as a point of resources.

Sam Colon
35230 Santa Rosa Drive
Yucaipa California 92399
909-322-1972

OBJECTIVE

To obtain a high level position where my skills can be fully utilized

Education/ Certifications

SSPC Certified- Special Coatings Courses

PDCA Certified-Full Apprenticeship Recognition

EMS CPR/ First Aide Certified

Certified in the following safety programs: Lead Abatement & Containment, Fall Protection, Abrasive Sandblasting, Injury Illness Prevention, Code of Safe Practices, MSDS Hazardous Communications, Respiratory Protection, Confined Space, Heat Stress Prevention

Work Experience

J. Colon Coatings, Inc. 1996-Present

Joe Colon Sandblasting & Coating 1986-1996

For over Thirty years, I have successfully progressed in a family owned business. My initial job placement was as a foreman on several jobs. As foreman, my tasks included but were not limited to the following:

Coordinating job efforts for all staff on jobsite, coordinating meal and standard break times, maintain job schedule to keep projects on time.

Because of my strong field presence and work ethic, I was promoted to Field Superintendent. As Field Superintendent my tasks include but are not limited to the following:

Coordinating staffing efforts for all jobs, maintain relationship with field inspectors, regular visits to all job sites to maintain field presence and project progression.

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 Colon Coatings, Inc.

Signature: 

Name Jose Colon

Title Secretary/Treasurer

Date September 28, 2020

CALIFORNIA CONTRACTOR'S LICENSE

Class: C-33

(Class C-33 is required)

Number: 735800

Expiration Date: May 31, 2021

DIR Contractor Registration No. 1000001070

1.5 Non-Collusion Declaration

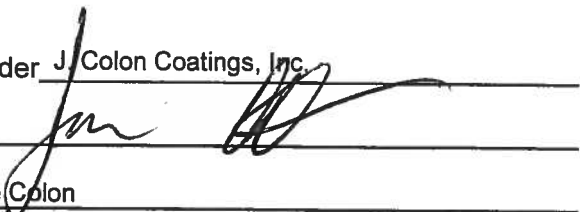
The undersigned declares:

I am the Secretary/Treasurer of J. Colon Coatings, Inc., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/28/2020 [date], at Alta Loma [city], California [state].

Name of Bidder J. Colon Coatings, Inc.
Signature 
Name Jose Colon
Title Secretary/Treasurer

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: Jose Colon

Title: Secretary/Treasurer

Firm Name: J. Colon Coatings, Inc.

Date: 9/28/2020

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.

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.¹

Name of Bidder: J. Colon Coatings, Inc.

DIR Registration Number: 1000001070

DIR Registration Expiration: 6/1/2021

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 J. Colon Coatings, Inc.

Signature 

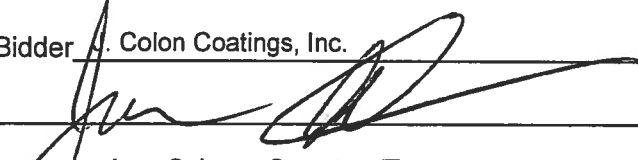
Name and Title Jose Colon Secretary/Treasurer

Dated 9/28/2020

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

1.8 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 J. Colon Coatings, Inc.
Signature 
Name and Title Jose Colon Secretary/Treasurer
Dated 9/28/2020

New Business

3. Discussion/Action Item:

CUSI UMS Billing System Software Quote to Upgrade

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CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-2239

Quote #: Ir200929141257

Sales Agreement September 29, 2020



Cabazon County Water
14618 Broadway Ave
Cabazon, CA
92230

Ellie Lemus
(951) 849-4442
elemus@cabazonwater.org



Economic Summary

Utility Billing Software - Monthly Fees	\$150.00
Utility Billing Solution	\$10,708.00

Total \$10,858.00

Billing and Payment Terms

15 Days From Date of Invoice. Unused CBSW TSM will be netted on the first of the month following UMS Go Live.

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UMS On-Premise Utility Billing Software

975 Service Location Licenses	\$1.50	\$1,462.50
4 Named User Licenses	\$500.00	\$2,000.00

UMS On-Premise Utility Billing Software Core Modules

1 ACH Bank Draft (First Layout Included)		Included
1 Secure Ebill Module		Included

Add-On Modules

1 Electronic Payment Module	\$1,000.00	\$1,000.00
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Add-On Interfaces

1 Website Interface to CUSI Customer Web Portal	\$1,000.00	\$1,000.00
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Technical Support & Maintenance - Annual Service

Annual Technical Support & Maintenance: 800 Line Voice, Online, Email Support, Client Services Website, Application Updates	22%	\$1,202.00
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Add-On Online Services

2 Handheld Meter Reading Service - Monthly Fees	\$75.00	\$150.00
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CONTINENTAL UTILITY SOLUTIONS, INC.

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UMS On-Premise Implementation Services

1 Advanced Data Conversion Package for up to 960 Locations Includes 1 year data conversion of customers, locations, usages, readings, deposits, meter information, owner records and backflow data. <small>*Complete data must be provided in a ASCII, delimited, or SQL format. Data extraction and data cleanup will be invoiced based upon time and effort at CUSI current services rate. CUSI will invoice client the greater of the number of service locations provided in this Sales Agreement or the actual number of service locations converted.</small>	\$2.00	\$1,920.00
1 CUSI Certified Implementation Includes Business Requirements Gathering, Application Implementation, Installation, Setup, Formatting, Testing, Transition Support, & Project Management	\$4,200.00	\$4,200.00
2 Days of CUSI Certified Training Includes Application Training for All Users as Contracted	\$1,400.00	\$2,800.00

Travel expenses for on-site work will be billed separately.

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Ellie Lemus
(951) 849-4442
elemus@cabazonwater.org



Economic Summary

UMS On-Premise Utility Billing Software	\$5,462.50
Technical Support & Maintenance - Annual Service	\$1,202.00
Handheld Meter Reading Service - Monthly Fees	\$150.00
UMS On-Premise Implementation Services	\$8,920.00
2020 CBSW to UMS Software and Services Discount	-\$2,876.50
Turnkey Merchant Services Discount	-\$2,000.00
Total	<u>\$10,858.00</u>

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CONTINENTAL UTILITY SOLUTIONS, INC.

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September 29, 2020

Sales Agreement



Cabazon County Water
14618 Broadway Ave
Cabazon, CA
92230

Ellie Lemus
(951) 849-4442
elemus@cabazonwater.org



Terms of Sale

Company has ordered and agrees to purchase from CUSI the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement CUSI shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated. Company acknowledges that CUSI's products and services are subject to the terms and conditions of a separate Software License Agreement between Company and CUSI located at www.cusi.com/legal. Any service requiring CUSI or third parties to travel will incur corresponding expenses that will be billed actual as incurred unless otherwise noted. Travel requiring more than 5 hours of travel time will be billed an additional charge equal to 50% of the daily rate. If Company is not tax exempt or does not provide exemption documentation, CUSI shall invoice for such applicable taxes on each invoice. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

Tax Exempt Status

Initial where appropriate:

_____ This entity IS EXEMPT from sales tax and will provide or has provided our exemption certificate
_____ This entity IS NOT EXEMPT from sales tax

Quotation Terms

This quote is valid until 10/29/2020. Quote was created using Sales Agreement Version: 2020.09.22

Execution Instructions

Execute, date, and email all pages to sales representative.

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CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515
Jonesboro, AR 72403
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(870) 336-2239

Quote #: lr200929141257

September 29, 2020

Sales Agreement



Cabazon County Water
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92230

Ellie Lemus
(951) 849-4442
elemus@cabazonwater.org



Purchaser Authorization

I certify that as the person signing this form I have purchasing authority for Cabazon County Water.

Print Name: _____

Title: _____

Authorized Signature: _____

Date: _____

Old Business

1. Discussion/Action Item:

NBS Water Rate Study and Adoption of Rates

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**NOTICE OF PUBLIC HEARING AND WORKSHOP ON PROPOSED
ADJUSTMENTS AND INCREASES TO
CABAZON WATER DISTRICT WATER SERVICE CHARGES**

The Cabazon Water District invites the public to attend a public hearing to be held on **Tuesday, November 17, 2020, at 6:00 p.m.**, to consider the adoption of a 5-year schedule of water rates. The public hearing will be held at the District offices located at **14618 Broadway Street, Cabazon, CA 92230**. The purpose of the public hearing is to consider all oral testimony and written protests to, and the adoption of, the proposed rates. If adopted, the new water rates will go into effect for services provided on and after January 1, 2021, and will be adjusted each January 1 thereafter beginning January 1, 2021, and through and including, January 1, 2025.

REASONS FOR THE RATE ADJUSTMENTS AND INCREASES

The District is committed to providing the highest quality water at the lowest possible rates for our customers. To meet this commitment, over the last five years the District has worked to manage operations and maintenance costs and maintain lower water rate increases. Despite these efforts, there are costs that continue to increase that cannot be avoided. The District engaged NBS consultants (NBS) to perform an independent water rate study and evaluate the infrastructure, programs, and operations and maintenance costs of the District’s water services and the rates necessary to recover the costs of those services for the next five years. A cost of service and rate study demonstrates what it costs the District to provide water service and the appropriate rates to fairly and appropriately allocate the costs of providing water to our customers. The cost of providing water includes not only the water the District pumps, but the infrastructure that treats and delivers the water to ensure that there is safe and reliable water to meet the demands of all of our water customers twenty-four hours a day, seven days a week.

Based on NBS’s evaluation, it has been determined that rate adjustments and increases are necessary for the District’s water service charges to enable the District to:

- recover current and long-term projected costs of operating and maintaining the water system;
- fund capital infrastructure improvements needed to repair and update the District’s aging water system;
- maintain the operational and financial stability of the water utility;
- comply with State mandated drinking and groundwater water regulatory requirements; and
- avoid operational deficits and depletion of reserves.

PROPOSED RATES AND HOW THE RATES ARE CALCULATED

The proposed rates are calculated to recover the costs of providing water services and to proportionately allocate those costs on a parcel basis among the District’s customers. The proposed water rate structure has two customer classes—Single Family Residential (SFR), Non-Single Family Residential (Non-SFR). The District also provides water to one customer pursuant to a contract. The proposed rate structure has three components—a Service Charge, a Volume Charge, and a Fire Service Charge. The proposed rates are described in more detail below.

The proposed Service Charge is a fixed monthly charge calculated to recover a portion of the District’s fixed costs, such as meter reading, billings and collections. The proposed rates for the Service Charge are established on the basis of the size of the meter (in inches) serving a property to recover the incremental costs of sizing facilities to sufficiently deliver water to properties served by larger meters. The Volume Charge is a variable charge imposed per unit of delivered water, with one unit equal to one hundred cubic feet (HCF), or 748 gallons, and is calculated to recover a portion of the District’s fixed costs

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and its variable costs of providing water service. The Fire Service Charge is imposed on Single Family Residential, Non-Single Family Residential, or Commercial customers who are required as a condition of extending or initiating water service to install a private fire suppression system on their property, or where the customer or property owner has requested the delivery of water to the property for the purpose of fire service protection. The Fire Service Charge recovers that District's fixed costs of operating and maintaining infrastructure for private fire service.

For Single Family Residential customers the current rate structure for the Volume Charge has four tiers which impose higher rates as the level of consumption increases. Under the proposed rates, for Single Family Residential customers the Volume Charge will consist of three tiers. The tiers are designed to recover the incremental costs to the District of serving more water to those who place higher demands and greater burdens on the District's water system and resources. These costs include, for example, sizing, operating and maintaining water pipes, reservoirs, pump stations and other related facilities to meet this additional demand. Due to the varying consumption needs among Non-Single Family Residential customers and the contract customer, and the relatively small number of these customers, the Volume Charge is a uniform rate per HCF of water delivered during a billing period.

The amount of the Service Charge and the Fire Service Charge imposed is the same each month. The amount of the Volume Charge imposed varies each month depending on the number of units of water each customer uses during the billing period. The current rates and the proposed maximum rates and effective dates for the Service Charges, Fire Service Charges, and Volume Charges are set forth in the tables below.

CURRENT AND PROPOSED RATES FOR MONTHLY FIXED SERVICE CHARGE (\$/METER SIZE)						
Meter Size	Current Rates as of 12/1/2020	Proposed Rates and Effective Dates				
		1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
5/8 inch	\$68.10	\$25.29	\$26.05	\$26.83	\$27.64	\$28.47
3/4 inch	\$98.24	\$35.20	\$36.25	\$37.34	\$38.46	\$39.62
1 inch	\$158.51	\$55.00	\$56.65	\$58.35	\$60.10	\$61.91
1.5 inch	\$309.21	\$104.52	\$107.66	\$110.89	\$114.21	\$117.64
2 inch	\$490.04	\$163.94	\$168.86	\$173.92	\$179.14	\$184.52
3 inch	\$972.27	\$322.39	\$332.06	\$342.03	\$352.29	\$362.86
4 inch	\$1514.77	\$500.65	\$515.67	\$531.14	\$547.08	\$563.49
Contract (10 inch)	\$2233.06	\$2300.05	\$2369.05	\$4418.51	\$4551.07	\$4687.60
Construction Meters (3 inch)	\$286.73	\$344.40	\$354.73	\$365.38	\$376.34	\$387.63

CURRENT AND PROPOSED RATES FOR MONTHLY FIXED FIRE SERVICE CHARGE (\$/METER SIZE)						
Meter Size	Current Rates	Proposed Rates and Effective Dates				
		1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
4 inch	\$61.54	\$34.05	\$35.08	\$36.13	\$37.21	\$38.33
6 inch	\$130.62	\$70.78	\$72.91	\$75.09	\$77.35	\$79.67
8 inch	\$212.11	\$119.76	\$123.35	\$127.05	\$130.86	\$134.79

CURRENT AND PROPOSED RATES FOR MONTHLY COMMODITY CHARGE (\$/HCF)

Customer Class	Current Rates	Proposed Rates and Effective Dates				
		1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
<i>Non-SFR</i>	\$2.96	\$7.20	\$7.41	\$5.53	\$5.69	\$5.87
<i>Contract Customer</i>	\$3.83	\$3.94	\$4.06	N/A	N/A	N/A
<i>SFR</i>						
Current Tiers						
Tier 1: 0-7 HCF	\$1.53	\$1.98	\$2.03	\$2.10	\$2.16	\$2.22
Tier 2: 8-14 HCF	\$3.35	\$8.31	\$8.55	\$8.81	\$9.08	\$9.35
Tier 3: 14+ HCF	\$5.12	\$15.65	\$16.12	\$16.61	\$17.11	\$17.62

PUBLIC HEARING AND PROTESTS

Any record owner of a parcel upon which the water service charges are proposed to be imposed and any tenant directly liable for the payment of water service charges (i.e., a customer of record who is not a property owner) may submit a written protest to the proposed rate adjustments and increases to the District’s water service charges; however, only one protest will be counted per identified parcel. Any written protest must: (1) state that the identified property owner or tenant is opposed to the proposed water rate adjustments and increases; (2) provide the location of the identified parcel (by street address, assessor’s parcel number, or customer account number); and (3) include the name and signature of the property owner or tenant submitting the protest. Written protests may be submitted to the Clerk of the Board by mail or in person at 14618 Broadway Street, PO Box 297, Cabazon, CA 92230, or at the public hearing (date, time, and location noted above). All written protests must be received prior to the close of the public comment portion of the public hearing. Any protest submitted via e-mail or other electronic means will not be accepted as a valid written protest. Please indicate on the outside of any envelope mailed to the District Attn: Rate Hearing.

The Board of Directors will accept and consider all written protests and will hear and consider all oral comments to the proposed rate adjustments and increases at the public hearing. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the public hearing, the Board of Directors will consider adoption of the proposed rate increases as described in this notice. If written protests against the proposed rates are not presented by a majority of the property owners or tenants of the identified parcels subject to the proposed rate increases, the Board of Directors will be authorized to adopt the rate increases.

**Board of Director's Meeting
September 15, 2020**

**Cabazon Water District
Water Rate Study**



Overview of the Rate Study



Components of a Rate Study

1 FINANCIAL PLAN



COST-OF-SERVICE ANALYSIS

2



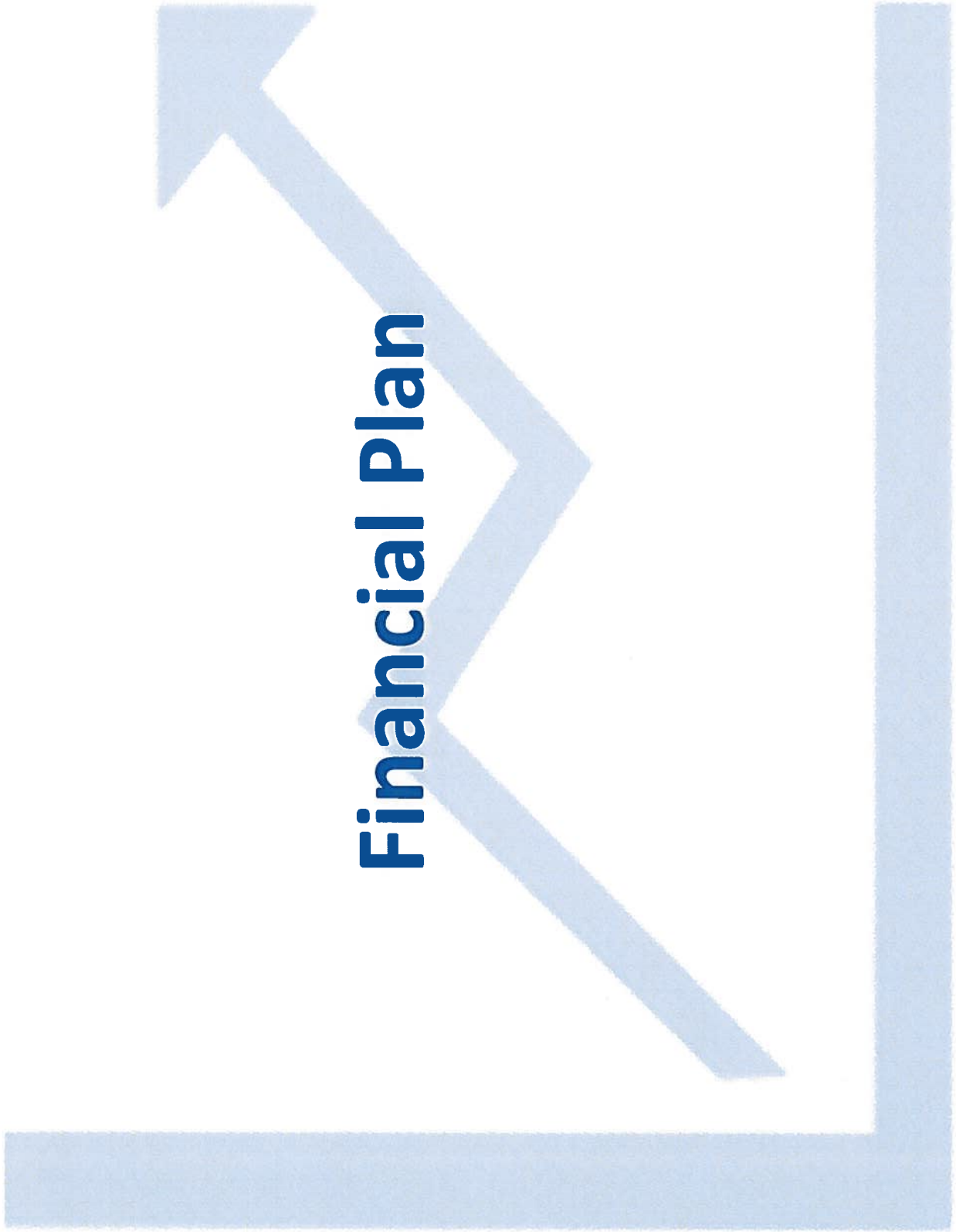
RATE DESIGN

3

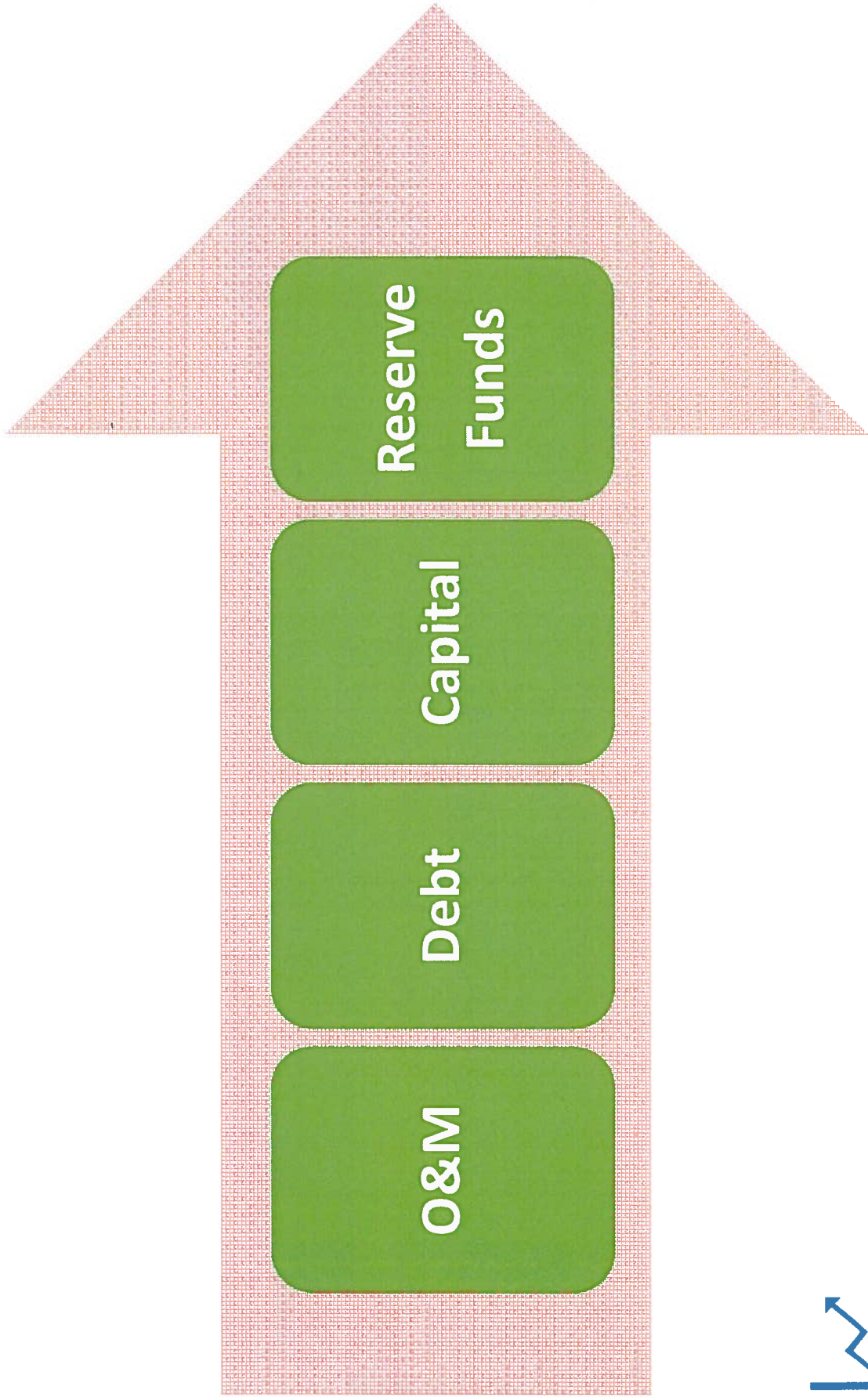


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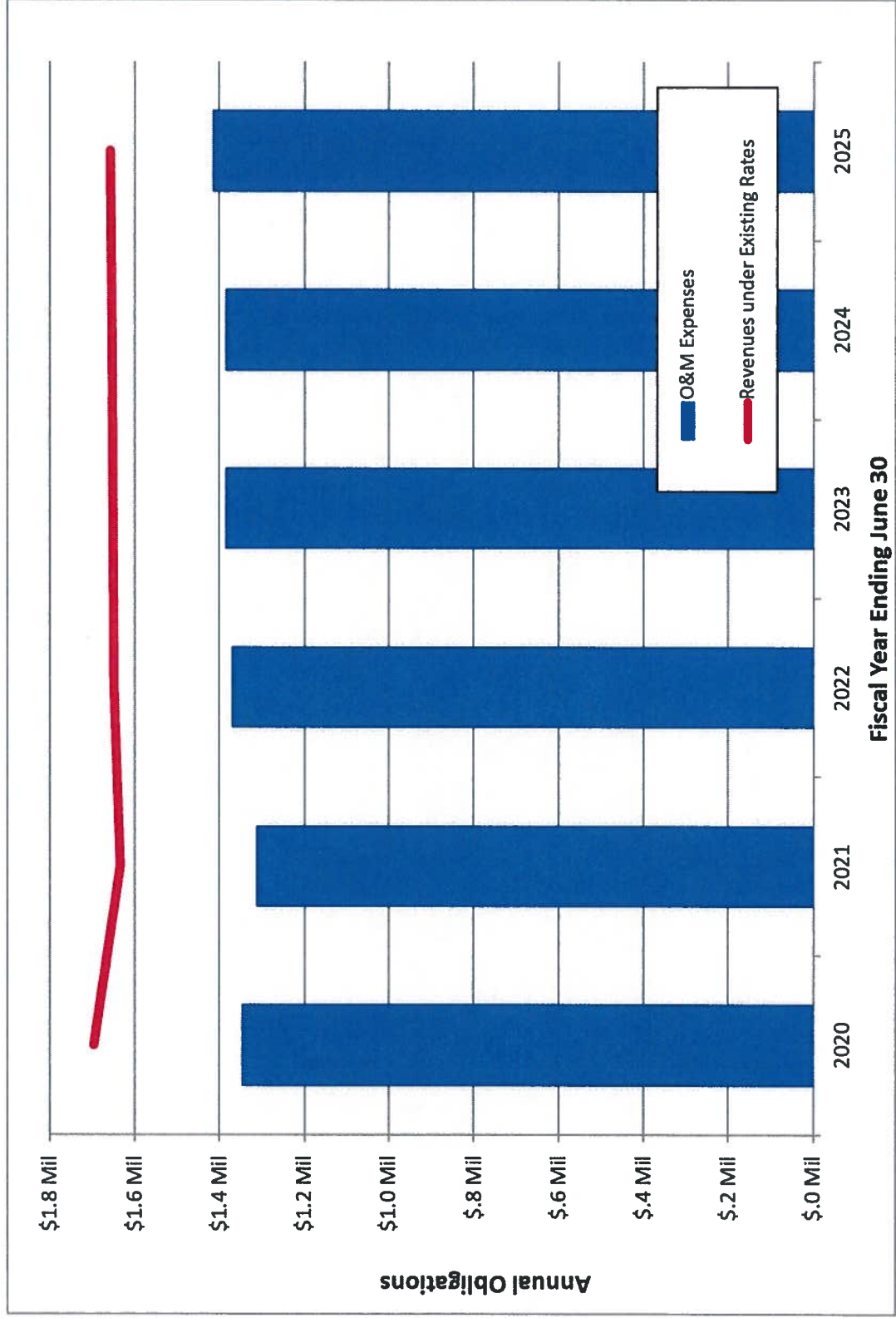
Financial Plan



Financial Plan Funding Priorities



Operations & Maintenance



Debt Service

Debt	Time Frame	Annual Amount
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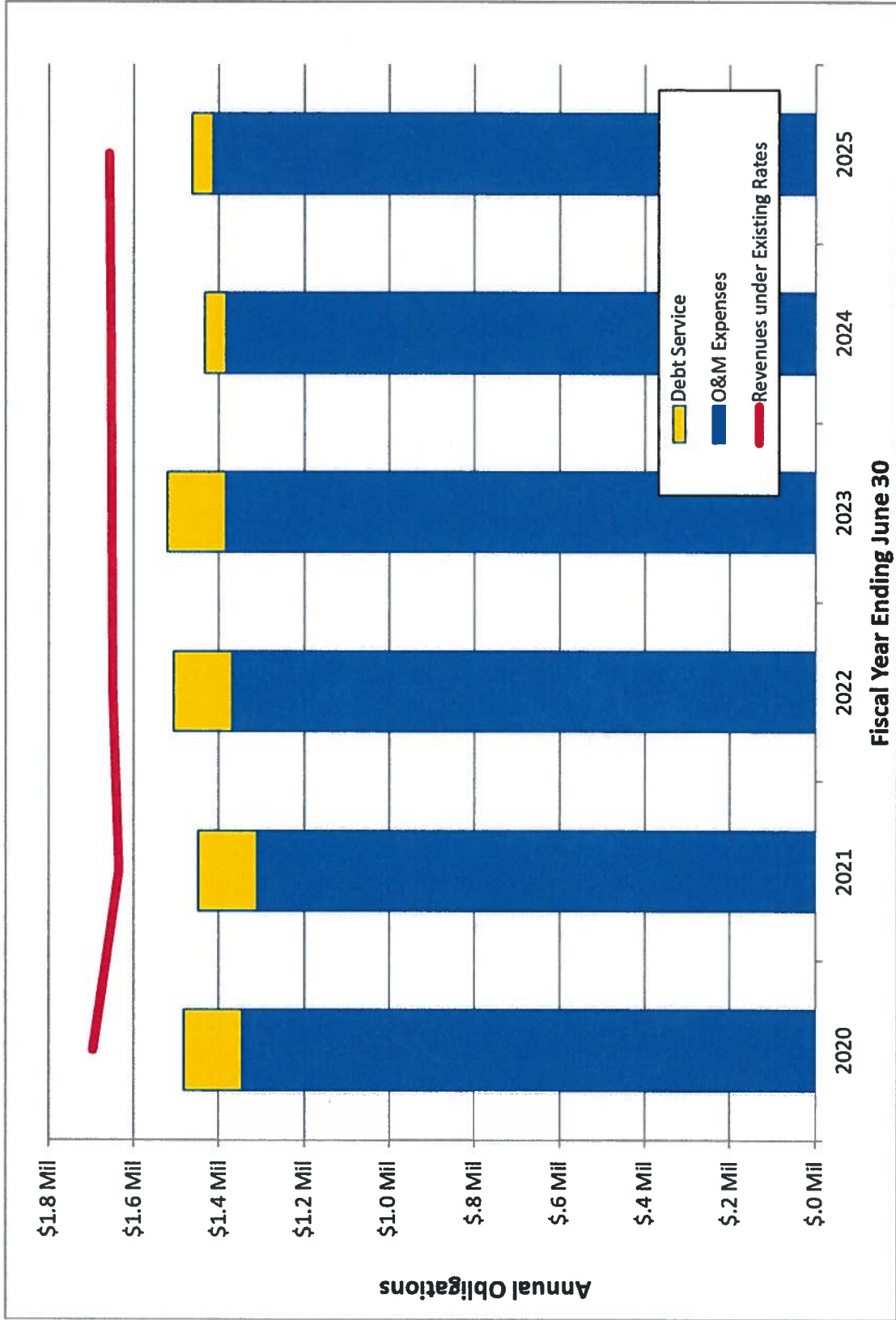
DWR Loan	Through FY 2026/27 ¹	\$48,691
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Zion First National	Through FY 2022/23	\$88,703
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1. Final payment for DWR Loan is \$15,754 in 2026/27.



Debt Service



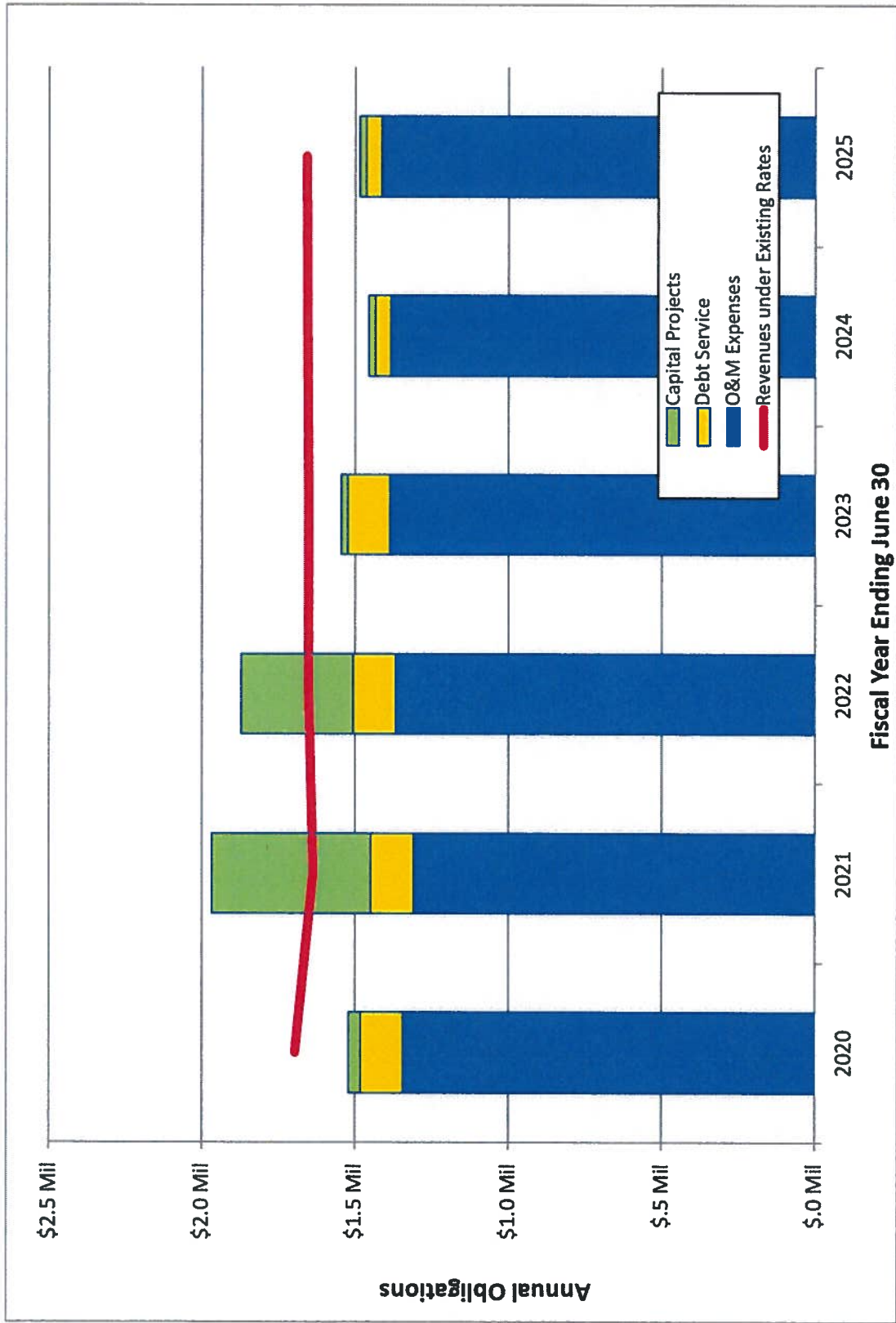
Capital Improvement Program

Project Description	2021	2022	2023	2024	2025
Main Street Property (Icehouse-Impts)	\$ 20,000	\$ 51,500	\$ -	\$ -	\$ -
Relocate Fire Hydrant at Circle K	15,000	-	-	-	-
Water Meter Replacements	20,000	20,600	21,218	21,855	22,510
Detach Section Land Locked by Tribe	-	30,900	-	-	-
Service Utility Truck	-	108,150	-	-	-
Production We11 #1 Rehab	240,000	-	-	-	-
Tank #1 Rehab	150,000	-	-	-	-
Connection & Transfer Box to W1 & W5 for portable generator	75,000	-	-	-	-
Bonita Vault Rehab	-	154,500	-	-	-
Total: CIP Program Costs¹	\$ 520,000	\$ 365,650	\$ 21,218	\$ 21,855	\$ 22,510

1. Includes inflation of 3% per year applied to original cost estimates (per ENR Construction Cost Inflation Index).



Capital Improvement Program



Reserve Funds

Reserve Fund Target

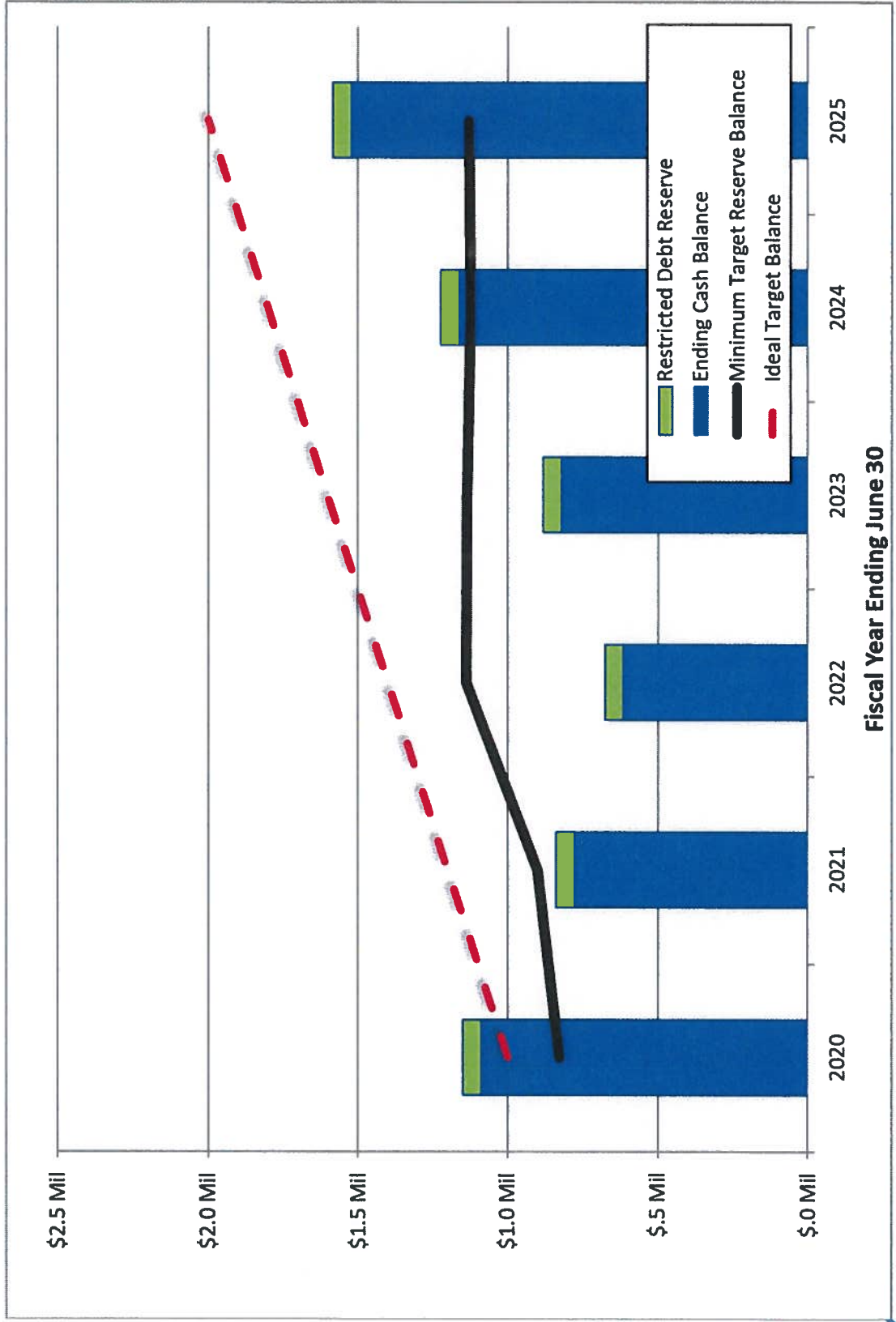
Operating Reserve 180 days of O&M Expenses

Capital Rehab &
Replacement

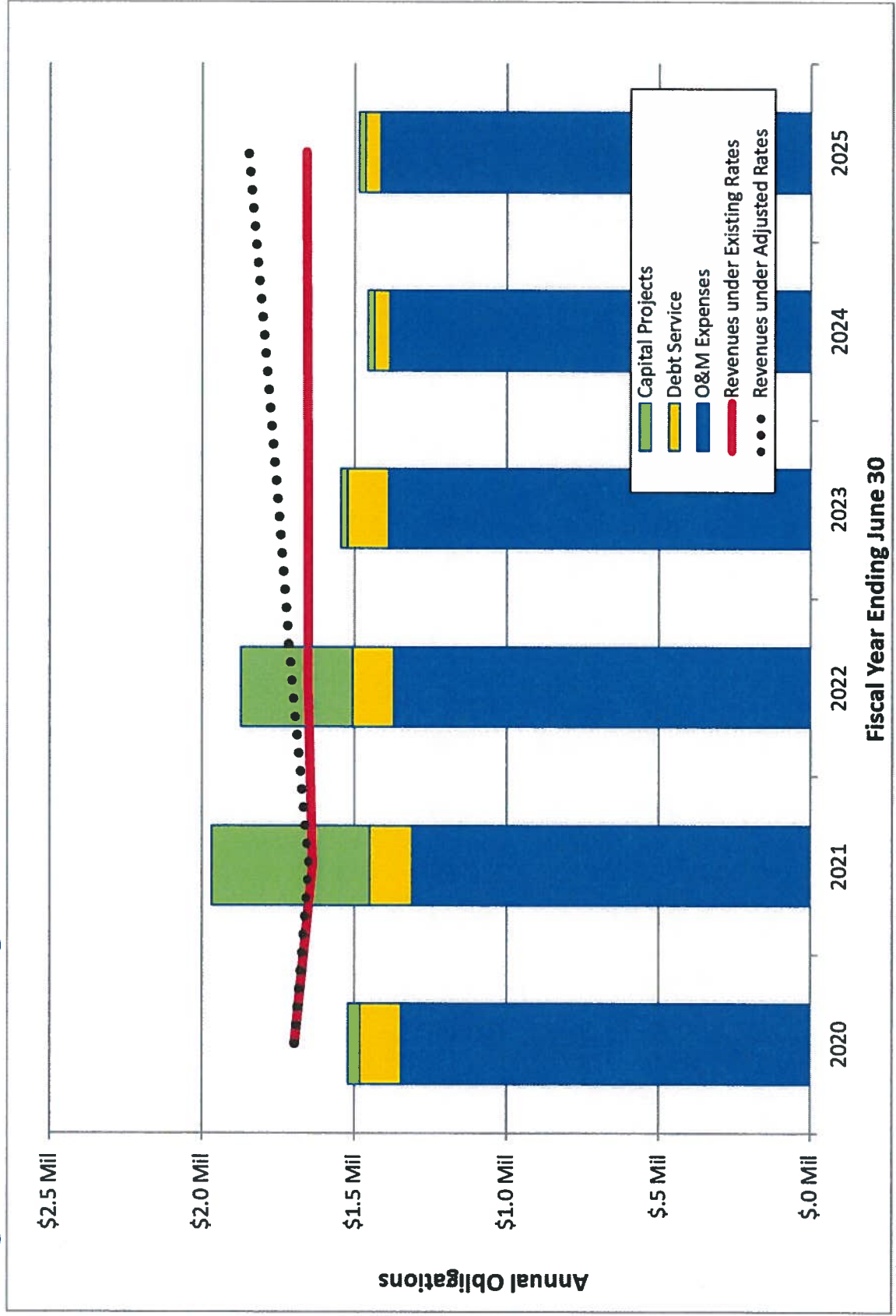
6% of net assets



Projected Cash Balance vs. Reserve Target Under Adjusted Rates



Projected Adjustments to Rate Revenue



Cost of Service Analysis



Functionalization and Classification

Revenue Requirements

Fixed

Capacity
Costs

Customer
Costs

Fire
Protection
Costs

Commodity
Costs

Variable



Functionalization and Classification, cont.

Category	Percentage
Capacity Costs	73.2%
Customer Costs	5.0%
Fire Protection	0.4%
Commodity Costs	21.4%

Fixed	78.6%
Variable	21.4%



Customer Classes

1. Single Family Residential (SFR)
2. Commercial/Non-SFR
3. Contract
4. Construction



Rate Design

Rate Design Components

Rate Design Components	Basis for Cabazon Water District
# of Customer Classes	Four: SFR, Comm/Non-SFR, Construction & Contract
Allocation of Fixed vs. Variable Charges	3 Alternative Fixed/Variable Rate %'s
Fixed Rate Structure	Meter Hydraulic Capacity
Variable Rate Structure	Flat/Uniform and Tiered



Rate Design Alternatives

Functional Category	Rate Alternative A		Rate Alternative B		Rate Alternative C	
	Adjusted Net Revenue Requirements (2020-21) 50% Fixed / 50% Variable		Adjusted Net Revenue Requirements (2020-21) 40% Fixed / 60% Variable		Adjusted Net Revenue Requirements (2020-21) 30% Fixed / 70% Variable	
Commodity - Related Costs	\$ 259,786	21.4%	\$ 259,786	21.4%	\$ 259,786	21.4%
Capacity - Related Costs (volumetric share)	\$ 346,751	28.6%	\$ 468,058	38.6%	\$ 589,365	48.6%
Capacity - Related Costs (fixed share)	\$ 541,057	44.6%	\$ 419,750	34.6%	\$ 298,443	24.6%
Customer - Related Costs	\$ 60,386	5.0%	\$ 60,386	5.0%	\$ 60,386	5.0%
Fire Protection - Related Costs	\$ 5,093	0.4%	\$ 5,093	0.4%	\$ 5,093	0.4%
Total	\$ 1,213,074	100%	\$ 1,213,074	100%	\$ 1,213,074	100%
Revenue from Contract Rates	\$ 203,176		\$ 203,176		\$ 203,176	
Net Revenue Requirement	\$ 1,416,250		\$ 1,416,250		\$ 1,416,250	



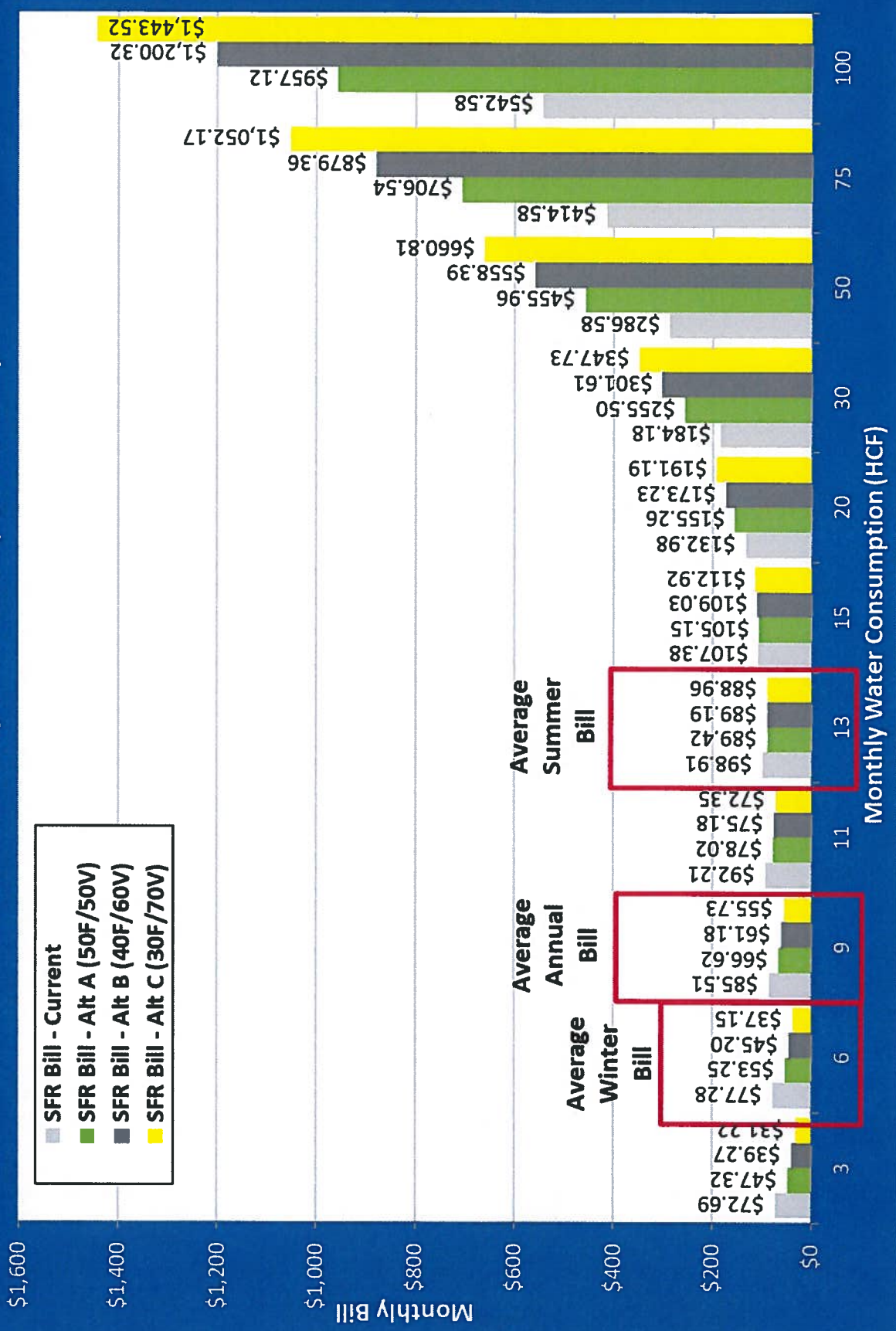
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Variable Rate

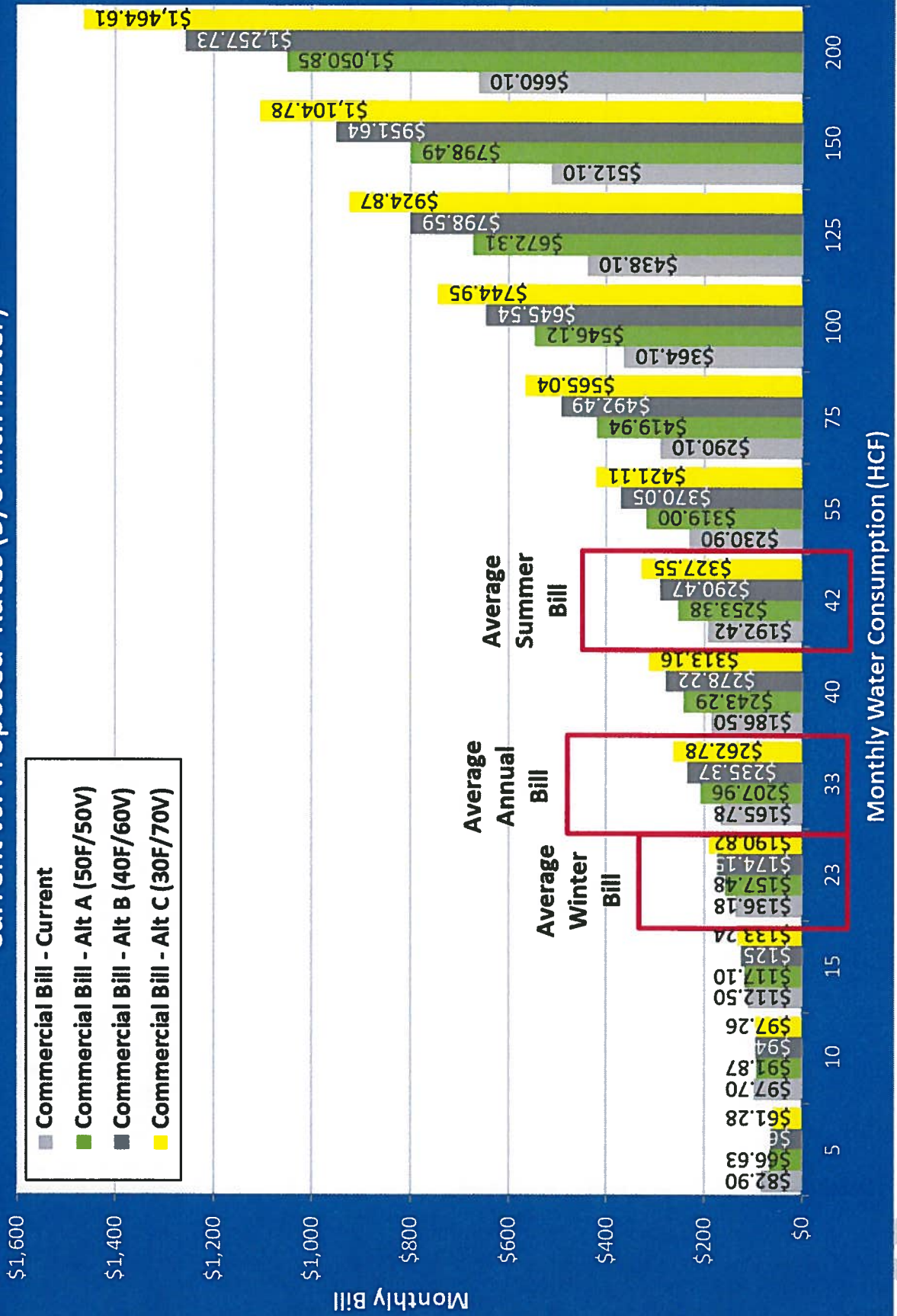
Customer Class	Variable Rate
Single Family Residential	Tiered Tier 1: 7 hcf Tier 2: 14 hcf Tier 3: 15+ hcf
Commercial / Non-SFR / Construction	Uniform
Contract	Uniform



Residential Water Bill Comparison Current vs. Proposed Rates (5/8" meter)



Commercial Water Bill Comparison Current vs. Proposed Rates (5/8-inch meter)



Single Family Residential Bill Comparisons

Rate Alternative	Water Consumption					
	3	6	9	11	13	15
Current	\$72.69	\$77.28	\$85.51	\$92.21	\$98.91	\$107.38
Alt A - 50% Fixed / 50% Variable	\$47.32	\$53.25	\$66.62	\$78.02	\$89.42	\$105.15
Alt B - 40% Fixed / 60% Variable	\$39.27	\$45.20	\$61.18	\$75.18	\$89.19	\$109.03
Alt C - 30% Fixed / 70% Variable	\$31.22	\$37.15	\$55.73	\$72.35	\$88.96	\$112.92

Rate Alternative	Water Consumption				
	20	30	50	75	100
Current	\$132.98	\$184.18	\$286.58	\$414.58	\$542.58
Alt A - 50% Fixed / 50% Variable	\$155.26	\$255.50	\$455.96	\$706.54	\$957.12
Alt B - 40% Fixed / 60% Variable	\$173.23	\$301.61	\$558.39	\$879.36	\$1,200.32
Alt C - 30% Fixed / 70% Variable	\$191.19	\$347.73	\$660.81	\$1,052.17	\$1,443.52



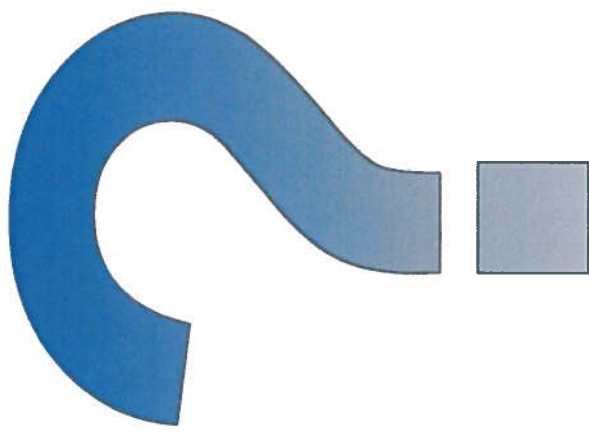
Non-Residential Bill Comparisons

Rate Alternative	Water Consumption							
	5	10	15	23	33	40	42	
Current	\$82.90	\$97.70	\$112.50	\$136.18	\$165.78	\$186.50	\$192.42	
Alt A - 50% Fixed / 50% Variable	\$66.63	\$91.87	\$117.10	\$157.48	\$207.96	\$243.29	\$253.38	
Alt B - 40% Fixed / 60% Variable	\$63.95	\$94.56	\$125.17	\$174.15	\$235.37	\$278.22	\$290.47	
Alt C - 30% Fixed / 70% Variable	\$61.28	\$97.26	\$133.24	\$190.82	\$262.78	\$313.16	\$327.55	

Rate Alternative	Water Consumption					
	55	75	100	125	150	200
Current	\$230.90	\$290.10	\$364.10	\$438.10	\$512.10	\$660.10
Alt A - 50% Fixed / 50% Variable	\$319.00	\$419.94	\$546.12	\$672.31	\$798.49	\$1,050.85
Alt B - 40% Fixed / 60% Variable	\$370.05	\$492.49	\$645.54	\$798.59	\$951.64	\$1,257.73
Alt C - 30% Fixed / 70% Variable	\$421.11	\$565.04	\$744.95	\$924.87	\$1,104.78	\$1,464.61



Questions



Supplementary Material

Inflation Factors

Cost Type	Inflation Factor
Customer Growth	0%
General Cost Inflation	2%
Salary Inflation	3%
Benefits Inflation	6%
Electricity	3.5%
Fuel	3%
Chemicals	3%
Cell Tower Lease	2%
Capital Cost Inflation	3%

Hydraulic Capacity

Meter Size	Capacity Standard Meters	Capacity Fire Meters
5/8 Inch	20 gpm	20 gpm
3/4 Inch	30 gpm	30 gpm
1 Inch	50 gpm	50 gpm
1.5 Inch	100 gpm	100 gpm
2 Inch	160 gpm	160 gpm
3 Inch	320 gpm	350 gpm
4 Inch	500 gpm	700 gpm
6 Inch	1,000 gpm	1,600 gpm
8 Inch	2,800 gpm	2,800 gpm
10 Inch	4,200 gpm	4,400 gpm

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Water Consumption by Customer Class

Customer Class	Volume (hcf) ¹	Percent of Total Volume
Single Family Residential	93,915	53.4%
Other Non-SFR/Commercial	35,660	20.3%
Contract	44,507	25.3%
Construction	1,934	1.1%
Total	176,016	100%

1. Consumption is from 2019. CWD bills monthly.

Source files: Cabazon_USAGEREPORT_CO1CO2_Manipulated.xlsx

SFR Tiered Water Consumption

Consumption by Tier			
Tier	Monthly Breakpoint ¹	Expected Consumption ²	Percentage of Total SFR Consumption
Tier 1	7 hcf	53,666	57%
Tier 2	14 hcf	21,430	23%
Tier 3	--	18,819	20%
Total		93,915	100%

1. Tier 1 break point set to average winter consumption, an estimate of average indoor consumption in Cabazon.
Tier 2 break point set to 14 hcf which is average summer consumption.
2. Consumption data is based on the CWD 2019 customer data.

Source files: *Cabazon_FINAN_ACCTS_SUMMARY_CO1CO2.xlsx and Cabazon_USAGEREPORT_CO1CO2_Manipulated.xlsx*

Peaking by Customer Class

Customer Class	Average Monthly Use (hcf)	Peak Monthly Use (hcf) ¹	Peak Monthly Factor	Max Month Capacity Factor
Single Family Residential	7,826	11,521	1.47	51.9%
Other Non-SFR/Commercial	2,972	5,034	1.69	22.7%
Construction	161	719	4.46	3.2%
Contract	3,709	4,921	1.33	22.2%
Total	14,668	22,195		100%

1. Based on peak monthly data (peak day data not available).

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Number of Customers by Class

Customer Class	Number of Meters ¹	Percent of Total
Single Family Residential	854	93.0%
Other Non-SFR/Commercial	52	5.7%
Fire Service Meters	5	0.5%
Construction	6	0.7%
Contract	1	0.1%
Total	918	100.0%

1. Meter Count is from December 2019. CWD bills monthly.

Source files: Cabazon_USAGEREPORT_CO1CO2_Manipulated.xlsx

Old Business

2. Discussion/Action Item:

Esperanza Ave. – Hazel Pasillas – New Water
Connection

**Recording Requested By, and
When Recorded, Return to:**

When Recorded Mail To:
Cabazon District
P.O. Box 297
Cabazon, CA 92230

Space Above this Line for Recorders Use
No Recording Fee Pursuant to Cal. Gov't Code §27383

**AGREEMENT FOR PAYMENT OF DEVELOPMENT FEES
BETWEEN CABAZON WATER DISTRICT
AND HAZEL PASILLAS**

This Agreement for Payment of Development Fees ("Agreement") is made and entered into as of _____, 2020 (the "Effective Date"), by and between the CABAZON WATER DISTRICT, (hereinafter referred to as the "District"), a county water district organized and operating pursuant to the California Water Code, and HAZEL PASILLAS, (the "Owner"), as legal owner of that certain property located within the service area of the District and more particularly described in Exhibit A hereto (the "Property"). The District and Owner are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. District provides water service to properties within the Cabazon area of unincorporated Riverside County, including the Property.

B. District requires property owners to pay connection, capacity, meter and other fees (collectively, referred to herein as the "Development Fees") when requesting service for real property with District boundaries that has not previously received water service from the District.

D. Owner is currently developing a single family residence on its Property, and has obtained a building permit to construct such unit from the County of Riverside.

F. Pursuant to District's rules and regulations as they existed at all times relevant to the Agreement, Owner must pay the following fees, which collectively comprise the Development Fees: Capacity Charge Fee (\$12,204.00); Service Connection Fee (\$1,180.00); Legal Fees (\$750.00); Recording Fees (\$41.00); and Interest fees (\$151.74). Development Fees are generally required to be paid by property owners prior to connecting to District's water system.

H. Owner has requested, and District has agreed, to enter into this Agreement for the purpose of financing Owner's Development Fees over the course of one (1) year and one (1) month commencing on the Effective Date hereof, and terminating no later than the first anniversary

thereafter, on the basis of Owner’s financial need, customer history with District, and intention to develop the Property for non-business purposes.

I. This Agreement serves a public purpose in encouraging the orderly development of property within the District’s service area, while ensuring payment of fees necessary for the ongoing functioning of the water system.

J. Therefore, to maintain connection to the water system as needed for the Property prior to payment in full of the Development Fees, the Parties enter into this Agreement to establish the terms for payment of the Development Fees, and to record such obligation as a covenant against the Property and running with the land, which lien shall be released upon satisfaction of the obligations set forth herein.

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Mutual Agreement.

1.1 Total Amount of Development Fees Due Under this Agreement:

(i) The total amount of Development Fees due under this Agreement is \$14,326.74 broken down as follows:

- \$12,204.00 Capacity Charge per meter fee payment;
- \$1,180.00 Service Connection charge per meter;
- \$750.00 for legal fees to draft, notarize and record this Agreement;
- \$41.00 for the cost of staff labor as required to process and file Owner’s application with the County of Riverside Recorders Office (\$14.00 to file the first page, \$3.00 for each additional page; 10 pages total of this document); and
- \$151.74 for interest, which is calculated as a percentage of the total Development Fees financed under this Agreement, using an interest rate of 2.03% which is equal to the quarterly apportionment rate of the Local Agency Investment Fund as of March, 2020;

1.2 Upon initial payment of a six-thousand-seven hundred dollars (\$6,700.00) partial payment of the Development Fees (the “Initial Payment”), and upon completion of all other requirements of District for the Property, District agrees to provide water service to the Property, and Owner agrees to fulfill the terms of this Agreement.

2. Term.

The term of this Agreement shall be one (1) year and one month, commencing on the Effective Date hereof. This Agreement shall terminate automatically upon the one (1) year and one month anniversary of the Effective Date, upon termination by District pursuant to Section 5 hereof, or upon payment in full of the Developer Fees due hereunder, whichever date comes first (the "Termination Date").

3. Terms of Payment:

This Agreement is applicable only to the Property and the Owner, as identified above.

3.1 Owner shall be required to pay, as of the Effective Date hereof, the **Initial Payment** of six-thousand-seven-hundred dollars (\$6,700.00).

3.2 Owner shall pay an additional thirteen (13) monthly payments, each of six hundred twelve dollars and sixty-eight cents (\$612.65), with the final monthly payment of two hundred seventy-four dollars and ninety-four cents (\$274.94) to be paid prior to the Termination Date, pursuant to the schedule below:

<u>Date</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Total Payment</u>	<u>Remaining Balance</u>
Effective Date (November 1, 2020) (\$7,626.74 starting balance, after initial payment of \$6,700.00 received)	\$600	\$12.65	\$612.65	\$7,014.09
First business day of December 2020	\$600	\$12.65	\$612.65	\$6,401.44
First business day of January 2021	\$600	\$12.65	\$612.65	\$5,788.79
First business day of February 2021	\$600	\$12.65	\$612.65	\$5,176.14
First business day of March 2021	\$600	\$12.65	\$612.65	\$4,563.49
First business day of April 2021	\$600	\$12.65	\$612.65	\$3,950.84
First business day of May 2021	\$600	\$12.65	\$612.65	\$3,338.19
First business day of June 2021	\$600	\$12.65	\$612.65	\$2,725.54
First business day of July 2021	\$600	\$12.65	\$612.65	\$2,112.89
First business day of August 2021	\$600	\$12.65	\$612.65	\$1,500.24
First business day of September 2021	\$600	\$12.65	\$612.65	\$887.59
First business day of October 2021	\$600	\$12.65	\$612.65	\$274.94
First business day of November 2021	\$274.94	\$0.00	\$274.94	\$0.00

3.3 Owner agrees and acknowledges that Owner shall not be billed separately for installments of Development Fees due hereunder, and that it shall be Owner's sole

responsibility to remit each monthly installment of the Development Fees on the first business day of each month for the duration of this Agreement.

3.4 Unpaid balances may be paid in advance.

4. Covenant; Recordation:

4.1 To obtain a connection to the water system prior to payment in full of all Development Fees, Owner covenants to make payments in accordance with the terms and conditions of this Agreement.

4.2 Owner agrees that this Agreement and the conditions and obligations herein shall be binding on and shall inure to the benefit of District, and its successors, heirs, personal representatives, or assigns, and are intended to run with the land.

4.3 Owner agrees that this Agreement shall be recorded against the Property.

5. Events of Default:

The following events shall each constitute an Event of Default hereunder:

5.1 Failure to make any installment due hereunder, provided District shall provide a grace period of five (5) business days from the due date of each installment.

5.2 Owner's use of the Property for commercial purposes during the terms of this Agreement.

5.3 Failure to comply with any other provision hereunder.

6. Remedies:

If an Event of Default occurs, Owner agrees and acknowledges that such a default shall be treated in the same way as a violation of any of District's Rules and Regulations, as they exist on the date of such Event of Default, and all remedies existing thereunder shall be available to District in the enforcement of this Agreement. In addition, upon occurrence of an Event of Default, District shall have the following additional remedies:

6.1 District may terminate this Agreement and declare all Development Fees immediately due and payable on the date thereof.

6.2 If Owner fails to pay such Development Fees, District may initiate proceedings for termination of water service in accordance with District's Rates and Rules, or whatever policy for termination of water service exists at such time. Water service shall not be resumed until all delinquent charges, including the Development Fees due hereunder, as well as costs of disconnection and reconnection, have been paid in full to District.

6.3 District may exercise any and all other remedies available to District under law.

7. Laws, Venue, and Attorneys' Fees:

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

8. Release and Termination of Covenant:

Upon satisfaction of the conditions and covenants set forth herein, including the obligation to pay the amounts set forth in Section 3 of this Agreement, the Parties agree that the encumbrance on title to the Property created by this Agreement shall be released and terminated, and District shall provide any assistance deemed necessary to terminate and release such covenant from title.

9. Incorporation of Recitals and Exhibits:

Each of the exhibits attached hereto (if any) is incorporated herein by this reference. The Parties hereby affirm the facts set forth in the Recitals, above, and agree to the incorporation of the Recitals as though fully set forth herein.

10. Entire Agreement:

This Agreement memorializes and constitutes a final expression and a complete and exclusive statement of the Agreement and understanding between the parties and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or unwritten. Each of the Parties to this Agreement acknowledges that no other party, nor any agent or attorney of any party, has made any promise, representation or warning whatsoever, express or implied, which is not expressly contained in this Agreement.

11. Time is of the Essence:

Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with diligence to complete all covenants and conditions.

12. Counterparts:

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

13. No Third Party Beneficiaries:

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

14. Invalidity; Severability:

If any part of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15. District to Enter Agreement:

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and District make this Agreement and bind each respective Party.

16. Waiver:

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

17. Amendment; Modification:

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Payment of Fees as of the Effective Date first above written.

Date: _____

DISTRICT:

CABAZON WATER DISTRICT, a public agency

Signature _____

Name: _____

Title: _____

Date: _____

OWNER:

Hazel Pasillas

Signature _____

Name: _____

Title: _____

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 _____ before me,

(insert name and title of the officer)

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 _____ (Seal)

OWNER:

Date: _____

HAZEL PASILLAS

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 _____ before me,

(insert name and title of the officer)

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 _____ (Seal)

Cabazon Water District Representative:

Date: _____

Calvin Louie

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

TO BE FILLED IN

Old Business

3. Discussion/Action Item:

Name the Water Dinosaur Contest