



**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
560 Magnolia Avenue, Beaumont, CA 92223

**NOTICE AND AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

*This meeting is hereby noticed pursuant to  
California Government Code Section 54950 et. seq.*

**Wednesday, April 9, 2025 - 6:00 p.m.**  
**560 Magnolia Avenue, Beaumont, CA 92223**

**TELECONFERENCE NOTICE**

*The BCVWD Board of Directors will attend in person at the BCVWD  
Administrative Office and/or via Zoom video teleconference pursuant to  
Government Code 54953 et. seq.*

*To access the Zoom conference, use the link below:*  
<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFMZCMGh0YTFlL2tnUGlpU3h0UT09>

*To telephone in, please dial: **(669) 900-9128**  
Enter Meeting ID: **843 1855 9070** / Enter Passcode: **113552***

*For Public Comment, use the “**Raise Hand**” feature on the video call  
when prompted. If dialing in, dial **\*9** to “**Raise Hand**” when prompted*

*BCVWD provides remote attendance options primarily as a matter of  
convenience to the public. Unless a Board member is attending remotely  
pursuant to provisions of GC 54953 et. seq., BCVWD will not stop or  
suspend its in-person public meeting should a technological interruption  
occur with respect to the Zoom teleconference or call-in line listed on the  
agenda. Members of the public are encouraged to attend BCVWD meetings  
in person at the above address, or remotely using the options listed.  
Members of the public are not required to provide identifying information in  
order to attend public meetings. Through the link above, the Zoom platform  
requests entry of a name and email address, and BCVWD is unable to  
modify this requirement.*

*Meeting materials are available on the BCVWD website:*  
<https://bcvwd.gov/document-category/regular-board-agendas/>

**BCVWD REGULAR MEETING – APRIL 9, 2025**

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**Call to Order: President Slawson**

**Pledge of Allegiance: Director Hoffman**

**Invocation: Director Williams**

**Announcement and Verification of Remote Meeting Participation Pursuant To AB 2449, AB 2302, or GC 54953(b)**

**Roll Call and Introduction of Staff Members Present**

**Public Comment**

Roll Call - Board of Directors

	President Daniel Slawson
	Vice President Lona Williams
	Secretary Andy Ramirez
	Treasurer David Hoffman
	Member John Covington

**PUBLIC COMMENT: RAISE HAND OR PRESS \*9 to request to speak when prompted. If you are present in the Board Room, please fill out a Request to Speak card and deliver it to the Recording Secretary.**

At this time, any person may address the Board of Directors on matters within its jurisdiction. However, state law prohibits the Board from discussing or taking action on any item not listed on the agenda. Any non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting.

**Please limit your comments to three minutes.** Sharing or passing time to another speaker is not permitted.

**ACTION ITEMS**

*Action may be taken on any item on the agenda. Information on the following items is included in the full Agenda Packet.*

- 1. Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
  - a. Item(s) to be removed or continued from the Agenda
  - b. Emergency Item(s) to be added to the Agenda
  - c. Changes to the order of the agenda

**2. Reports / Presentations / Information Items**

Reports from consultants, contractors, or staff. Presentations may be made upon request of the Board. Requested presentations should be limited to no longer than five (5) minutes.

The Board may receive and file the following reports with one motion:

- a. Townsend Public Affairs, Inc. Monthly Update (pages 6 - 35)

- 3. Consent Calendar:** All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and may be approved in one motion. There will be no discussion of these items prior to the time the Board considers the motion unless members of the Board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.

- a) Review of the February 2025 Budget Variance Reports (pages 36 - 47)
  - b) Review of the February 28, 2025 Cash/Investment Balance Report (pages 48 - 74)
  - c) Review of Check Register for the Month of March 2025 (pages 75 - 86)
  - d) Approval of March 2025 Invoices (pages 87 - 90)
  - e) Minutes of the Regular Meeting of February 27, 2025 (pages 91 - 96)
  - f) Minutes of the Regular Meeting of March 12, 2025 (pages 97 - 108)
  - g) Revision of 2025 Board of Directors Regular Meeting Schedule (pages 109 - 110)
4. **Authorization of the Purchase of one Towable Power Vacuum and Valve Exerciser Trailer and one Towable Power Vacuum Excavator Trailer, and the Reallocation of Capital Improvement Funds to Fund The Purchase** (pages 111 - 123)
  5. **Authorization to Enter into a Contract with T.R. Holliman Associates, Inc. for Consulting Services to Update the District's Cross-Connection Control Plan (CCCP)** (pages 124 - 168)
  6. **Selection of Consultant(s) for On-Call Engineering Services and Authorization of Expenditures** (continued from March 27, 2025) pages 169 - 239)
  7. **Selection of Consultant(s) for On-Call Geotechnical and Environmental Services and authorization of expenditures** (continued from March 27, 2025) (pages 240 - 333)
  8. **Approve a Fleet Leasing and Maintenance Agreement with Enterprise Fleet Management to Replace Aging Fleet, Expand Operations Fleet, and Support Compliance with California Zero-Emission Vehicle (ZEV) Mandates** (pages 334 - 394)
  9. **Resolution 2025-\_\_ : Revision of District Policies and Procedures Manual Part II – Applicable to Board of Directors and Staff – Policies Revision Tranche 1** (pages 395 - 445)
  10. **Consideration of Data Scrubbing Services** (pages 446 - 457)
  11. **Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem** (pages 458 - 469)
  12. **Reports For Discussion and Possible Action**
    - a. Ad Hoc Committees
      - i. Communications
      - ii. Sites Reservoir
      - iii. Bogart Park
      - iv. Water Re-Use 3x2
      - v. Board Policies
    - b. Standing Committees (written report only - pages 470 - 471)
      - i. Finance & Audit Committee
      - ii. Personnel Committee

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c. Directors’ Reports

*In compliance with Government Code § 53232.3(d), Water Code § 20201, and BCVWD Policies and Procedures Manual Part II Policies 4060 and 4065 directors claiming a per diem and/or expense reimbursement (regardless of pre-approval status) will provide a brief report following attendance.*

- Beaumont Chamber Breakfast on March 14, 2025 (Hoffman, Slawson, Williams)
- California-Nevada March 2025 Drought and Climate Outlook Webinar on March 24, 2025 (Ramirez, Williams)
- San Geronio Pass Regional Water Alliance Meeting on March 26, 2025 (Slawson)
- CSDA Virtual Workshop: Fulfilling Your District’s Mission & Get the Word Out on April 2-3, 2025 (Ramirez, Williams)

d. Directors’ General Comments

e. General Manager’s Report

f. Legal Counsel Report

**13. Topic List for Future Meetings**

*Any Director may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors*

	Item requested	Date of request	Requester
A	Report on alternative energy sources and storage (Agendize in August per Dan Jagggers 2/27/25)	1/23/25 and 2/12/25	Ramirez

**14. Announcements**

*Check the meeting agenda for location and potential teleconference information.*

- Town Hall Meeting on Proposed Increase in Water, Fire, and Non-potable (Recycled) Water Rates and Service Charges: Thursday, Apr. 10 at 6 p.m.
- Personnel Committee: Tuesday, Apr. 15 at 4:30 p.m. (Note change of time – pending Board approval)
- Engineering Workshop: Thursday, Apr. 24 at 6 p.m. (Public Hearing) (page 472)
- Finance & Audit Committee meeting: Thursday, May 1 at 3 p.m.
- Collaborative Agencies meeting: Wednesday, May 7 at 5 p.m.
- Regular Board Meeting: Wednesday, May 14 at 6 p.m.

**15. Closed Session**

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION to which the District is a party pursuant to Government Code Section 54956.9(d)(1): *Draper 26 LLC vs. Beaumont Cherry Valley Water District*, Riverside County Superior Court Case No. CVRI2406726

- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to California Government Code Section 54956.8  
Property: Sites Reservoir and water rights associated therewith  
Agency Negotiator: Dan Jagggers, General Manager  
Under Negotiations: Continued participation in financial support of the Project
  
- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to California Government Code Section 54956.8  
Property: APN 418240009  
Agency Negotiator: Dan Jagggers, General Manager  
Under Negotiation: Price and terms of payment

**16. Report on Action Taken During Closed Session**

**17. Adjournment**

**NOTICES**

**AVAILABILITY OF AGENDA MATERIALS** - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office") during business hours, Monday through Thursday from 7:30 a.m. to 5 p.m. If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Office at the same time or within 24 hours' time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available in the Board Room at the District Office. Materials may also be available on the District's website: <https://bcvwd.gov/>. (GC 54957.5)

**REVISIONS TO THE AGENDA** - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Board Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 72 hours prior to the Board Regular Meeting.

**REQUIREMENTS RE: DISABLED ACCESS** - In accordance with Government Code §54954.2(a), and the Americans with Disabilities Act (ADA), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the District Office. Notification of at least 48 hours in advance of the meeting will generally enable staff to make reasonable arrangements to ensure accessibility. The Office may be contacted by telephone at (951) 845-9581, email at [info@bcvwd.gov](mailto:info@bcvwd.gov) or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

**CERTIFICATION OF POSTING**

A copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54954.2(a)).

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MEMORANDUM

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**To:** Beaumont-Cherry Valley Water District  
**From:** Townsend Public Affairs  
**Date:** April 2, 2025  
**Subject:** March 2025 Legislative Monthly Report

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**STATE UPDATES**

In March, the Legislature saw significant activity, including numerous amendments to recently introduced bills and a series of policy committee hearings with robust agendas. As the first house policy committee season progresses, lawmakers conduct in-depth evaluations of proposed legislation, assess potential impacts, and determine which measures will advance to the appropriations committee for fiscal review (if applicable) and eventual floor consideration in their House of Origin. This phase is critical for refining bill language, incorporating amendments, and engaging stakeholders in policy discussions.

This legislative pace is expected to continue through April and May, leading up to the June 6 deadline for bills to advance to the second house. Next month, the Legislature will adjourn for Spring Recess on April 10 and reconvenes on April 21. Legislative focus will shift to the state budget process in May, coinciding with the release of the Governor’s May Revision to the January budget proposal.

Beyond the legislative progress, March also saw significant developments in key policy priorities, particularly in wildfire relief and recovery efforts following the devastating January wildfires in Los Angeles.

**STATE BUDGET**

**Prominent Performance from February Income Tax Receipts**

The state’s personal and corporate income tax revenues surged unexpectedly in February, coming in 28.1% above projections. Year-to-date, these income taxes are now \$3.2 billion (3.5%) higher than Governor Newsom’s January budget proposal estimates, offering a slight safety net considering projections were made before tax filing deadlines were extended for Los Angeles County due to wildfires.

Other factors in the state’s performance include personal income tax withholdings exceeding projections by 11.3% and corporate tax refunds falling short of forecasts by 52.1%, further bolstering net receipts. Economic uncertainty still looms as the stock market fluctuates, and federal trade policy impacts could dampen income from capital gains, bonuses, and corporate profits.

## February Revenues Exceed Estimates

In March, the Department of Finance released its current [Finance Bulletin](#) with positive news that February General Fund cash receipts were \$2.3 billion, or 24.9%, above the Governor's Budget forecast. This brings year-to-date revenues of \$4.6 billion, or 3.8%, above estimates despite the Governor's Budget being crafted before the tax filing deadline was extended for Los Angeles County taxpayers impacted by the recent wildfires.

Personal income tax and corporation tax receipts drove February's performance at \$1 billion and \$296 million above projections, respectively, while sales and use tax receipts dropped \$167 million below estimates. With just a couple of months until the Governor's May Revise, the Senate and Assembly Budget Committees are busy holding Subcommittee hearings soliciting updates and proposals from state departments, but most items are held open until a later date pending action before the adoption of a final budget bill.

## STATE LEGISLATURE

### Legislators Announce the "Fast Track Housing Package"

On March 27, a bipartisan and bicameral group of legislators unveiled a Fast Track Housing package designed to tackle the state's housing crisis. The legislators announcing the package included Assembly Members Buffy Wicks (D-Oakland), Matt Haney (D-San Francisco), Tina McKinnor (D-Inglewood), Juan Carrillo (D-Palmdale), Josh Hoover (R-Folsom), David Alvarez (D-San Diego), Senator Tim Grayson (D-Concord) and Alex Fisch (Special Assistant to Attorney General Rob Bonta).

The package, comprised of over 20 bills aimed at accelerating housing production, builds on recommendations from the March 2025 [Final Report](#) of the Assembly Select Committee on Permitting Reform chaired by Assembly Member Wicks.

Central to the legislation package are efforts to reduce bureaucratic hurdles, streamline housing approvals, and reform processes such as CEQA. Although originally designed to protect the environment, CEQA is frequently exploited by project opponents to litigate new developments, resulting in prolonged and costly delays. Despite multiple reform efforts, many projects continue to face slow permitting due to CEQA-related litigation and administrative obstacles.

The measures in the package are expected to be assigned to the appropriate policy committees for review and consideration, if not already, ahead of the policy committee deadlines, which are scheduled for early May 2025. The policy committee assignments will initiate the formal process of hearings and deliberations, allowing for thorough examination and discussion before moving forward in the legislative process.

The measures included in the package are organized by five key obstacles that supporters say can delay housing development:

1. **Application:** The process of getting the housing project "in the door" to be reviewed by the local government.
2. **California Environmental Quality Act (CEQA):** The process of analyzing how the housing project affects the environment.

3. **Entitlement:** The process of getting the project approved for construction by the local government.
4. **Post-Entitlement:** The process of coordinating the permits necessary to build the housing development, including demolition, grading, and building permits.
5. **Enforcement:** The part of the process where the laws are interpreted, and the rights of all parties are upheld.

### **State Auditor Recommends More Energy Efficiency Program Oversight**

To help meet the state's greenhouse gas emission reduction goals, the California Public Utilities Commission (CPUC) supervises the administration of several energy efficiency programs implemented by public utilities, such as PG&E, Southern California Edison, San Diego Gas & Electric, and the Southern California Gas Company. As directed by the Joint Legislative Audit Committee, the [State Auditor](#) released a review of the management and efficacy of these programs with recommendations for improvements, in March 2025.

The 85-page audit covers background on the performance of the efficiency programs, how they are administered, recommended areas for growth, as well as responses from state agencies. Overall, the audit found the costs of these programs outweighed the resulting benefits and the energy efficiency program portfolios frequently did not meet the CPUC's annual goals for electricity and natural gas savings. In fact, since 2019, none of the electricity-providing utilities met their energy savings goals. The CPUC's limited oversight evidently allowed underperforming programs to persist, and to remedy this, the Auditor recommended monitoring and legislative fixes to maximize energy savings.

Specific recommendations include increasing monitoring of utilities' efficiency programs, identifying underperforming programs proactively and eliminating those that do not deliver sufficient energy or cost savings, and amending state law to require the CPUC to discontinue funding for programs that consistently underperform. In response, the CPUC committed to the vast majority of the Auditor's recommendations and will work to implement improvements for energy efficiency programs.

### **EXECUTIVE BRANCH ACTIVITY**

#### **Governor Newsom Proclaims State of Emergency**

On March 1, Governor Newsom proclaimed a [State of Emergency](#) to accelerate critical wildfire prevention efforts statewide. The proclamation suspends certain environmental regulations, such as the California Environmental Quality Act (CEQA) and the Coastal Act, to fast-track fuel reduction projects, including vegetation removal, fuel breaks, and prescribed burns.

The proclamation also facilitates the involvement of non-state entities in conducting approved fuel reduction work with expedited approval. It also directs state agencies to provide recommendations for increasing the use of prescribed fire season and increases the California Vegetation Treatment Program's (CalVTP) efficiency and utilization, in order to continue promoting rapid environmental review for large wildfire risk reduction treatments.



## **Governor Newsom Issues Order to Accelerate Utility Undergrounding and Wildfire Prevention**

Governor Gavin Newsom issued [Executive Order N-24-25](#) on March 27 to expedite the rebuilding process in Los Angeles by further suspending CEQA and the California Coastal Act in impacted communities within Los Angeles and Ventura Counties. The order aims to accelerate the restoration of utility and telecommunication infrastructure, including the ‘undergrounding’ of utility equipment, by streamlining regulatory hurdles and reducing related delays.

The order directs state agencies, including the California Public Utilities Commission (CPUC) and the Office of Energy Infrastructure Safety, to collaborate with utilities and local governments to streamline the permitting process. It prioritizes ‘undergrounding’ utility projects in areas most vulnerable to wildfires, aiming to reduce fire hazards caused by exposed power lines.

Additionally, the order calls for greater transparency and accountability by requiring utilities to publicly disclose their plans for ‘undergrounding’ utilities, timelines, and costs. Regular progress reports are also mandated, and the order encourages public engagement to ensure projects are conducted efficiently and equitably.

This order builds on Governor Newsom's executive order issued in January 2025 regarding the California Coastal Act and further removes regulatory obstacles that could otherwise hinder utilities from efficiently rebuilding, strengthening, and upgrading infrastructure in the aftermath of wildfires.

## **Governor Newsom Streamlines Approval for Solar Project**

Using new judicial streamlining under the California Environmental Quality Act (CEQA), Governor Newsom certified the Cornucopia Hybrid Solar Project, expediting the development of a 300 MW solar and 300 MW battery storage facility in Fresno County. This initiative is expected to power approximately 300,000 homes and enhance grid reliability by dispatching electricity during peak demand periods, including evenings and nights when renewable generation typically declines.

Established in 2021 by SB 7 (Atkins) and expanded in 2023 by SB 149 (Caballero), the new judicial streamlining process mandates that courts resolve CEQA challenges within 270 days, significantly reducing potential delays from the usual three to five years. Only 24 projects have been certified by these processes to date. The Cornucopia project also incorporates agrivoltaic practices, such as using sheep grazing to manage vegetation around solar panels, aligning with California's approach to sustainable land use.

## **FEDERAL UPDATES**

### **LEGISLATIVE BRANCH ACTIVITY**

#### **President Trump Delivered Speech to Joint Session of Congress**

On March 4, President Donald Trump delivered a 100-minute address to a joint session of Congress, outlining his Administration's policy agenda. President Trump also announced the capture of a key terrorist linked to the Afghanistan withdrawal and proposed a controversial mineral rights-for-peace deal with Ukraine to resolve ongoing conflicts.

The President reiterated his commitment to imposing tariffs on nations like Canada, Mexico, and China, set to begin on April 2, asserting that these measures protect American industries despite market volatility. He also indicated interest in reclaiming the Panama Canal and hinted at acquiring Greenland, citing strategic interests.

### **House and Senate Republicans Continue to Work on Budget Resolution Differences**

In March, House and Senate Republican leaders continued working to adopt a compromise budget resolution before the upcoming two-week Easter Break recess, in mid-April. The congressional leaders worked to address disagreements on how to best implement President Trump's agenda and formally initiate the budget reconciliation process.

The current House resolution proposes \$4.5 trillion in tax cuts; \$2 trillion in mandatory spending reductions, and a \$4 trillion increase in the debt ceiling. In contrast, the Senate's version focuses on \$175 billion for immigration and border enforcement, \$150 billion in military spending increases, and does not extend the 2017 Tax Cuts and Jobs Act.

A new Compromise Resolution was proposed in late March to reconcile the differences in the House and Senate bills. The proposed framework would have the House create a \$1.5 trillion floor and the Senate a \$3 billion minimum cut split between the following committees: Agriculture, Energy and Natural Resources, and Health Education Labor and Pensions (HELP). This two-tiered approach would delay a larger debate on how and where Republicans will cut spending long term. If Senate Republicans accept the plan, it will change what final instructions look like for the House and Senate Tax Committees.

House Majority Leader Steve Scalise expressed concerns about the Compromise Resolution and urged Senate Republicans to adopt the House numbers as a minimum. Without unity among House Republicans, the likelihood of budget reconciliation passing before the two-week Easter Recess has significantly decreased.

Budget Reconciliation is a procedural tool allowing expedited consideration of certain budget/spending related bills. Reconciliation can only be "unlocked" when one party controls the House, Senate, and White House. It works by bypassing cloture and limiting debate in the Senate, reducing the threshold for passage to 51 senators. It requires the House and Senate to pass identical budget resolutions with no extraneous policy riders.

### **FY2026 Appropriations and Earmarks Update**

Following the enactment of a continuing resolution to fund the federal government through the remainder of Fiscal Year 2025, the focus in Washington, DC has turned to Fiscal Year 2026. Without solidified topline numbers, either from a Presidential Budget Request or Budget Resolution, the FY26 Appropriations process has not begun in earnest.

While Member offices have opened their internal forms, the appropriations subcommittees have yet to release guidance on community project funding and program and language requests for FY26.

Based on prior years and the amount of time that has passed since the House and Senate Budget resolutions (and FY25 Continuing Resolution) were brought to the floor, the subcommittees are unlikely to release guidance this week, but participating agencies should be prepared for guidance to come out at any time.

### **CBO Releases X Date Estimate of August or September on Debt Limit**

The Congressional Budget Office (CBO) estimated in late March that if the debt limit remains unchanged, the government's ability to borrow using extraordinary measures will probably be exhausted in August or September 2025; this is commonly referred to as the "X Date."

The Debt Limit (also called the Debt Ceiling) was initially reached on January 1, when its suspension from June 2023 expired. The Department of the Treasury was able to forgo immediate consequences by executing the scheduled redemption of securities held by a Medicare trust fund but ultimately began "extraordinary measures" shortly thereafter on January 21.

If Congress does not act to suspend or raise the Debt Limit before the "X Date", the U.S. Treasury would not be authorized to issue additional debt other than to replace maturing or redeemed securities. That restriction would ultimately lead to delayed payments for some government activities and/or a default on the government's debt obligations. There would be severe economic consequences both domestically and abroad if the government found itself in that position.

At a White House meeting on March 25 with GOP leadership in both chambers, President Trump reiterated his desire to see a debt limit increase included in the reconciliation package being worked on in both Chambers. If Senate Republicans do not clear a debt limit increase during reconciliation, a re-approach would likely mean significant policy concessions to Senate Democrats to garner their support for an increase by August.

### **House Advances Bill Extending IRS Refund and Credit Eligibility Timeline**

[H.R. 1491](#), introduced by Rep. Gregory Murphy (R-NC) and Jimmy Panetta (D-CA), *the Disaster Related Extension of Deadlines Act* amends the Internal Revenue Code. It allows for the postponement of certain tax-related deadlines due to disasters, including the limitation on credit or refund claims and the timing of collection notices. The Act ensures that deadlines for filing returns and issuing collection notices are adjusted to account for periods disregarded due to disasters, significant fires, or terroristic or military actions. These amendments apply to claims and notices filed or issued after the enactment of the Act. It was passed by the House on April 1, 2025.

## **EXECUTIVE BRANCH ACTIVITY**

### **A Breakdown: DOGE and the Trump Administration Continue Cuts to Federal Agencies and Grant Programs**

In March, the Administration continued its flurry of Executive Orders (EO) restructuring and resizing the federal government. DOGE continued its push to reduce the number of federal employees and cancel grants and contracts they believe violate administration priorities.

These EOs have been met with a litany of legal challenges, some of which have yielded results, such as an order from a District Court Judge ordering the reinstatement of 24,000 federal workers and preliminary injunctions on proposed federal funding freezes and contract revocations.

Below is a breakdown of these actions by agency for the month of March 2025, prioritizing agencies which administer funding or programs to public agencies:

### **Environmental Protection Agency (EPA)**

- EPA Administrator Lee Zeldin announced plans to close the Office of Environmental Justice and External Civil Rights, placing nearly 170 employees on leave. A proper Reduction in Force has not been filed.
- Admin. Zeldin began a deregulation push mid-month, primarily focusing on environmental standards for vehicles, manufacturing, and the fossil-fuel industry.
  - Admin. Zeldin argued the regulations imposed undue financial burdens on a variety of businesses from grocery stores to coal-fired power plants.
  - These actions will reduce reporting requirements and carve exemptions for energy producers to wastewater and air quality rules, some of which date back to 2009.
- The Senate Committee on Environment and Public Works released [internal EPA documents](#), listing about 400 environmental grants EPA has targeted for termination.
  - The list covers Inflation Reduction Act programs and 62 grants in the State of California. The nationwide cut is expected to be around \$3 billion.
  - Senators Padilla and Schiff joined other Democrats in a letter asserting the termination of the grants and “attempts to impound Congressionally-appropriated, legally-obligated funds protecting clean air and clean water and powering domestic investment in low-cost clean energy” was illegal and violated previously issued court orders addressing federal funding freezes.

### **Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA)**

- DHS Secretary Kristi Noem proposed restructuring or eliminating FEMA in a private meeting in March. It followed the March 19 EO aiming to give state and local governments more responsibility in preparing for natural disasters and cyberattacks.
- FEMA currently funds hazard mitigation, pre-disaster preparation, warning systems, and immediate aid in the event of disaster. They support multiple state programs, including for intelligence collection and sharing and funding for Emergency Operations Centers run by local fire departments and law enforcement.
  - If FEMA were restructured or eliminated, public agencies would likely need to replace the lost funding for critical infrastructure projects and disaster recovery.
  - A FEMA advisory council chaired by Sec. Noem and Defense Sec. Pete Hegseth has opened a [public comment period](#) on the issue, though there has been rumors the Administration will abolish the Council in advance of the release of its recommendations (anticipated in late July).

### **Other Agencies**

- On March 14, President Trump signed an EO entitled “Continuing the Reduction of the Federal Bureaucracy” that aims to eliminate seven federal government offices with varying functions. These agencies include the:
  - United States Interagency Council on Homelessness
  - Community Development Financial Institutions Fund
  - Federal Mediation and Conciliation Service
  - United States Agency for Global Media
  - Woodrow Wilson International Center for Scholars
  - Institute of Museum and Library Services
  - Minority Business Development Agency

As is the case with all executive orders, the actions must be conducted within the bounds of law. As a result, the executive orders state that “the non-statutory components and functions of [the named] government entities shall be eliminated to the maximum extent consistent with applicable law, and such entities shall reduce the performance of their statutory functions and associated personnel to the minimum presence and function required by law.” This executive order could be challenged in court, although cases have not been heard.

### **Trump Administration Cuts Staff at Bureau of Reclamation**

The Trump Administration, through the Department of Government Efficiency (DOGE), has ordered significant job cuts at the Bureau of Reclamation, which manages California’s federal water infrastructure. The agency will lose about 10% of its regional staff through firings and buyouts, with plans to cut up to 40% of its workforce.

State officials and water managers warn that these reductions will severely impact water deliveries, infrastructure maintenance, and public safety. The cuts target employees with the least tenure and include key roles such as engineers and maintenance mechanics.

Governor Gavin Newsom has criticized the move and directed state agencies to facilitate hiring displaced federal employees. California water agencies have urged the Interior Department to reconsider the cuts, citing risks to water supply and flood control. The layoffs coincide with similar cuts at other federal agencies, sparking widespread condemnation from scientists and policymakers.

### **EPA Administrator Announces That the Agency Will Revise Waters of the United States Rule**

Environmental Protection Agency (EPA) Administrator Lee Zeldin announced in March that the agency, in collaboration with the U.S. Army Corps of Engineers, will review and revise the definition of “waters of the United States” (WOTUS) to align with President Trump’s directive. The goal is to simplify regulations, reduce permitting costs, and eliminate bureaucratic hurdles while ensuring the protection of navigable waters. The Trump Administration aims to empower state and local governments in protecting water resources while fostering economic opportunity.

This decision follows the U.S. Supreme Court’s ruling in *Sackett v. Environmental Protection Agency*, which redefined the scope of federal jurisdiction under the Clean Water Act. The EPA’s

review will adhere to the Sackett decision, which restricts WOTUS protections to bodies of water that are permanent or continuously flowing, as well as wetlands that maintain a direct surface connection to federally recognized navigable waters.

Administrator Zeldin, joined by key legislators and agricultural leaders, emphasized the need for clear and consistent water regulations that support economic growth while maintaining environmental protections. Agriculture Secretary Brooke Rollins praised the effort, noting that farmers and ranchers require practical, predictable water policies to sustain their livelihoods.

The EPA has opened a [public comment period](#) on a proposed rule defining WOTUS. The deadline for public comments is April 23, 2025.

Stakeholders are encouraged to provide feedback on several key points: defining "relatively permanent" waters, understanding "continuous surface connection" for adjacent wetlands, and determining the scope of jurisdictional ditches. The agencies seek input on how to identify these waters in the field, considering factors like flow regime, duration, and seasonality. The goal is to develop clear and implementable definitions that align with the Supreme Court's interpretation of the Clean Water Act.

### **Reclamation Further Increases Central Valley Project Water Supply Allocations for 2025 Water Year**

On March 27, the Bureau of Reclamation announced an increase in Central Valley Project (CVP) 2025 water supply allocations, providing farmers and other CVP contractors with greater certainty throughout the growing season. Initial allocations for the 2025 water year were [announced](#) on February 25. Reclamation's goal with these allocations is to maximize water supply to meet [Executive Order 14181](#) directives.

The water allocation for irrigation contractors south of the Delta is increasing from 35% to 40% of their contracted amount. Meanwhile, municipal and industrial water contractors in the same area will continue receiving 75% of their historical use or the amount needed for public health and safety, whichever is higher.

Friant Division contractors' water supply is delivered from Millerton Reservoir on the upper San Joaquin River via the Madera and Friant-Kern canals. The first 800,000 acre-feet of available water supply is Class 1. Class 2 is the following amount, up to 1.4 million acre-feet. The initial Friant Division water supply allocation for Class 1 was increased from 45% to 80% on March 14. This announcement includes a further increase to 100%. Class 2 water remains at 0% for the time being. All other allocation amounts announced on February 25 remain at 100%.

# Beaumont - Cherry Valley Water District Grant Opportunities

Administrator & Grant Name	Application Info	Matching Funds	Eligible Projects / Updates	Application Deadline/Potential Eligible Project
Community Project Funding / Congressional Directed Spending (Earmarks)	No Min Award No stated Max Award  Recommend range of \$750,000 to \$2 million	20% Match for Water Projects	Planning/design and construction of drinking water infrastructure projects including: <ul style="list-style-type: none"> <li>• treatment systems</li> <li>• distribution systems</li> <li>• interconnections</li> <li>• consolidations</li> <li>• water sources</li> <li>• water meters</li> <li>• water storages</li> </ul>	TPA submitted applications to Senators Padilla and Schiff for the Water Well Investment Project and the Pressure Reducing Stations for the Non-Potable Systems project. Congressman Ruiz's portal has yet to open but TPA will submit the projects to him as well.
Bureau of Reclamation  <b>WaterSMART Water and Energy Efficiency Grant</b>	No Min Award  Max Award: \$5 million	50% Match Required	This Water and Energy Efficiency Grants Notice of Funding Opportunity (NOFO) provides funding for projects that result in quantifiable water savings, implement renewable energy components, and support broader sustainability benefits. These projects conserve and use water more efficiently; increase the production of renewable energy; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to sustainability in the Western United States.	Applications were due November 13, 2024  Determined that the SCADA project was undergoing changes and was not the right fit at the time.

Administrator & Grant Name	Application Info	Matching Funds	Eligible Projects / Updates	Application Deadline/Potential Eligible Project
Bureau of Reclamation <b>WaterSMART Drought Response Program</b>	No Min Award Max Award: \$5 million	50% Match	<p>The Drought Response Program supports a proactive approach to drought. It provides assistance for drought contingency planning and to take actions that build long-term resiliency to drought. The Drought Response Program includes three programs: Drought Contingency Planning, Drought Resiliency Projects, and Emergency Response Actions. Reclamation also funds projects that help communities prepare for and respond to drought. Typically, these types of projects are referred to as "mitigation actions" in a drought contingency plan. Eligible project types include: Infrastructure improvements, modifying surface water intakes, and recharge, treatment, and storage facilities as well as decision support tools, including drought forecasting tools, and water measurement and monitoring equipment.</p>	Applied for Well 30 for up to \$3 million in funding. Awards expected in Summer 2025.
Department of Homeland Security (DHS) <b>State and Local Cybersecurity Grant Program</b>	TBA	TBA	<p>The goal of SLCGP is to assist SLT governments with managing and reducing systemic cyber risk.</p> <p>CalOES submitted their cybersecurity plan to FEMA/DHS by the end of September. CalOES intends to publish information on how local governments can apply for funding in the coming month.</p>	BCVWD staff applied before the deadline. Project not awarded.
Bureau of Reclamation <b>WaterSMART Environmental Water Resources Projects</b>	\$160 million in funding annually TBD	TBD	<p>Applicants are invited to leverage their money and resources by cost sharing with Reclamation on Environmental Water Resources Projects, including (1) water conservation and efficiency projects that result in quantifiable and sustained water savings and benefit ecological values or watershed health; (2) water management or infrastructure improvements with benefits to ecological values or watershed health; and restoration projects benefitting ecological values or watershed health that have a nexus to water resources or water resources management.</p>	Previous deadline was June 18, 2024 <i>Recycled Water Booster Station</i>



Administrator & Grant Name	Application Info	Matching Funds	Eligible Projects / Updates	Application Deadline/Potential Eligible Project
Bureau of Reclamation: Water Resources and Planning Office  <b>WaterSMART Planning and Project Design Grants For FY 2023 and FY 2024</b>	No min award amount  Max Award: \$400,000	Match required	Through Planning and Project Design Grants, Reclamation provides funding for collaborative planning and design projects to support water management improvements. This includes funding for: (1) Water Strategy Grants to conduct planning activities to improve water supplies (e.g., water supplies to disadvantaged communities that do not have reliable access to water, water marketing, water conservation, drought resilience, and ecological resilience); (2) Project Design Grants to conduct project-specific design for projects to improve water management; and (3) comprehensive Drought Contingency Plans. Note that funding to develop a water marketing strategy is now available through (1) Water Strategy Grants.	Previous deadline was May 23, 2024
Department of Water Resources  <b>Riverine Stewardship Program/Urban Streams Program (USP)</b>	\$6.5 million in available funding, \$2 million DAC set-aside	Varies – for USP, 20% unless located in a DAC	Provides funding for planning and implementation of projects that restore streams, creeks, and rivers to enhance the environment for fish, wildlife, and people. This includes: <ul style="list-style-type: none"> <li>• Fish-related improvements</li> <li>• Flood risk reduction</li> <li>• Riparian, floodplain, and stream channel restoration</li> <li>• Climate adaptation</li> </ul> The Urban Streams Program provides funding for projects which accomplish the following goals: <ol style="list-style-type: none"> <li>(1) Protecting, enhancing, and restoring the natural ecological value of streams;</li> <li>(2) Preventing future property damage caused by flooding and bank erosion;</li> <li>(3) Promoting community involvement, education, and riverine stewardship.</li> </ol> Certain subgrant categories (under the RSP and San Joaquin Fish Population Enhancement Program) are geographically limited to water tributaries and sources fed by the Delta or that receive water from the State Water Project or Central Valley Project, either directly or by exchange, by means of diversion from the Delta – may not apply in our case. The USP is applicable statewide.	Ongoing  <i>Flood Mitigation</i>



Administrator & Grant Name	Application Info	Matching Funds	Eligible Projects / Updates	Application Deadline/Potential Eligible Project
<p>U.S. Environmental Protection Agency</p> <p><b>Clean Heavy-Duty Vehicles Grant Program (CHDV)</b></p>	<p>Min. Award: \$500,000</p> <p>Max. Award: \$60,000,000</p>	<p>Match dependent on existing and replacement vehicle types.</p>	<p>The Clean Heavy-Duty Vehicles (CHDV) Grants incentivize and accelerate the replacement of existing non-ZE Class 6 and 7 heavy-duty vehicles with ZE vehicles. This NOFO includes two sub-programs: the School Bus Sub-Program and the Vocational Vehicles Sub-Program. The School Bus Sub-Program is for applicants replacing school buses; the Vocational Vehicles Sub-Program is for applicants replacing non-school bus Class 6/7 vehicles.</p>	<p>Previous deadline was July 25, 2024. Did not qualify for funding.</p>
<p>California Water Board</p> <p><b>Drinking Water State Revolving Fund (DWRSF)</b></p>	<p>No maximum, minimum request amounts</p>	<p>Loan*</p>	<p>Planning/design and construction of drinking water infrastructure projects including:</p> <ul style="list-style-type: none"> <li>• treatment systems</li> <li>• distribution systems</li> <li>• interconnections</li> <li>• consolidations</li> <li>• pipeline extensions</li> <li>• water sources</li> <li>• water meters</li> <li>• water storages</li> </ul> <p>*This is a low-interest financing program, grants are conditionally made available depending on funding availability and applicant need. The DWRSF and the CWRSF are also where the water board is allocating much of the BIL water infrastructure funding, so grants may become more accessible.</p>	<p>Rolling</p> <p><i>Pipeline Replacement/ Extension Project</i></p>
<p>California Water Board</p> <p><b>Clean Water State Revolving Fund (CWRSF)</b></p>	<p>No maximum, minimum request amounts</p>	<p>Loan*</p>	<p>Using a combination of federal and state funds, state CWSRF programs provide loans to eligible recipients to:</p> <ul style="list-style-type: none"> <li>• construct municipal wastewater facilities,</li> <li>• control nonpoint sources of pollution,</li> <li>• build decentralized wastewater treatment systems,</li> <li>• create green infrastructure projects,</li> <li>• protect estuaries, and</li> <li>• fund other water quality projects.</li> </ul>	<p>Rolling</p> <p><i>Raw Water Filtration System</i></p>

Administrator & Grant Name	Application Info	Matching Funds	Eligible Projects / Updates	Application Deadline/Potential Eligible Project
			<p>*This is a low-interest financing program, grants are conditionally made available depending on funding availability and applicant need. The DWRSF and the CWRSF are also where the water board is allocating much of the BIL water infrastructure funding, so grants may become more accessible. These grants are often – though not always – allocated for DAC’s.</p>	

## Beaumont Cherry Valley Water District Legislative Matrix

**AB 259** (Rubio, Blanca, D) Open meetings: local agencies: teleconferences.

**Status:** 02/10/2025 - Referred to Com. on L. GOV.

**Calendar:** 04/09/25 A-LOCAL GOVERNMENT 1:30 p.m. - State Capitol, Room 447 CARRILLO, JUAN, Chair



**Location:** 02/10/2025 - Assembly Local Government

**Summary:** The Ralph M. Brown Act authorizes the legislative body of a local agency to use teleconferencing, as specified, and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified requirements, including that the local agency post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would remove the January 1, 2026, date from those provisions, thereby extending the alternative teleconferencing procedures indefinitely. (Based on 01/16/2025 text)

**AB 263** (Rogers, D) Scott River: Shasta River: watersheds.

**Status:** 02/10/2025 - Referred to Com. on W. P., & W.

**Calendar:** 04/08/25 A-WATER, PARKS AND WILDLIFE 9 a.m. - State Capitol, Room 444 PAPAN, DIANE, Chair



**Location:** 02/10/2025 - Assembly Water, Parks and Wildlife

**Summary:** Current law provides that an emergency regulation adopted by the State Water Resources Control Board following a Governor's proclamation of a state of emergency based on drought conditions, for which the board makes specified findings, may remain in effect for up to one year, as provided, and may be renewed if the board determines that specified conditions relating to precipitation are still in effect. This bill would provide that specified emergency regulations adopted by the board for the Scott River and Shasta River watersheds shall remain in effect until permanent rules establishing and implementing long-term instream flow requirements are adopted for those watersheds. (Based on 01/16/2025 text)

**AB 267** (Macedo, R) Greenhouse Gas Reduction Fund: high-speed rail: water infrastructure and wildfire prevention.

**Status:** 02/18/2025 - Referred to Coms. on TRANS. and NAT. RES.



**Location:** 02/18/2025 - Assembly Transportation

**Summary:** Would suspend the appropriation to the High-Speed Rail Authority for the 2026–27 and 2027–28 fiscal years and would instead require those amounts from moneys collected by the State Air Resources Board to be transferred to the General Fund. The bill would specify that the transferred amounts shall be available, upon appropriation by the Legislature, to augment funding for water infrastructure and wildfire prevention. (Based on 01/17/2025 text)

**AB 269** **(Bennett, D) Dam Safety and Climate Resilience Local Assistance Program.**

**Status:** 02/10/2025 - Referred to Com. on W. P., & W.

**Calendar:** 04/08/25 A-WATER, PARKS AND WILDLIFE 9 a.m. - State Capitol, Room 444 PAPAN, DIANE, Chair



**Location:** 02/10/2025 - Assembly Water, Parks and Wildlife

**Summary:** Current law provides for the regulation and supervision of dams and reservoirs by the state, and requires the Department of Water Resources, under the police power of the state, to supervise the construction, enlargement, alteration, repair, maintenance, operation, and removal of dams and reservoirs for the protection of life and property, as prescribed. Current law requires the department to, upon appropriation by the Legislature, develop and administer the Dam Safety and Climate Resilience Local Assistance Program to provide state funding for repairs, rehabilitation, enhancements, and other dam safety projects at existing state jurisdictional dams and associated facilities that were in service prior to January 1, 2023, subject to prescribed criteria. This bill would include the removal of project facilities as additional projects eligible to receive funding under the program. (Based on 01/17/2025 text)

**AB 288** **(McKinnor, D) Employment: labor organization.**

**Status:** 03/25/2025 - Re-referred to Com. on P. E. & R.

**Calendar:** 04/02/25 A-PUBLIC EMPLOYMENT AND RETIREMENT 9 a.m. - State Capitol, Room 444 MCKINNOR, TINA, Chair



**Location:** 02/10/2025 - Assembly Public Employment and Retirement

**Summary:** Current law declares the public policy of the state regarding labor organization, including, among other things, that it is necessary for a worker to full freedom of association, self-organization, and designation of representatives of their own choosing, to negotiate the terms and conditions of their employment, and to be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. Current law establishes the Public Employment Relations Board (PERB) in state government as a means of resolving disputes and enforcing the statutory duties and rights of specified public employers and employees under various acts regulating collective bargaining. Under current law, PERB has the power and duty to investigate an unfair practice charge and to determine whether the charge is justified and the appropriate remedy for the unfair practice. This bill would expand PERB's jurisdiction by authorizing a worker, as defined, who is subject to the National Labor Relations Act (NLRA) as of January 1, 2025, and who petitions the National Labor Relations Board (NLRB) to vindicate their rights to full freedom of association, self-organization, and designation of representatives of their own choosing, but who does not receive an effective response or remedy within the specified statutory timeframe, to petition PERB to vindicate those rights, as specified. The bill would authorize PERB to, among other things, decide unfair labor practice cases, as specified, and order all appropriate relief for a violation, including civil penalties. (Based on 03/24/2025 text)

**AB 293** **(Bennett, D) Groundwater sustainability agency: transparency.**

**Status:** 04/01/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 62. Noes 5.)



**Location:** 04/01/2025 - Senate DESK

**Summary:** Current law requires a groundwater sustainability plan to be developed and implemented for each medium- or high-priority basin by a groundwater sustainability agency. Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin, as provided. Current law requires members of the board of directors and the executive, as defined, of a groundwater sustainability agency to file statements of economic interests with

the Fair Political Practices Commission using the commission's online system for filing statements of economic interests. This bill would require each groundwater sustainability agency to publish the membership of its board of directors on its internet website, or on the local agency's internet website, as provided. The bill would also require each groundwater sustainability agency to publish a link on its internet website or its local agency's internet website to the location on the Fair Political Practices Commission's internet website where the statements of economic interests, filed by the members of the board and executives of the agency, can be viewed. (Based on 01/22/2025 text)

**AB 295 (Macedo, R) California Environmental Quality Act: environmental leadership development projects: water storage, water conveyance, and groundwater recharge projects: streamlined review.**

**Status:** 03/24/2025 - In committee: Set, first hearing. Hearing canceled at the request of author.



**Location:** 02/10/2025 - Assembly Natural Resources

**Summary:** The Jobs and Economic Improvement Through Environmental Leadership Act of 2021 authorizes the Governor, until January 1, 2032, to certify environmental leadership development projects that meet specified requirements for certain streamlining benefits related to the California Environmental Quality Act (CEQA). The act, among other things, requires a lead agency to prepare the record of proceedings for an environmental leadership development project, as provided, and to provide a specified notice within 10 days of the Governor certifying the project. The act is repealed by its own term on January 1, 2034. This bill would extend the application of the act to water storage projects, water conveyance projects, and groundwater recharge projects that provide public benefits and drought preparedness. Because a lead agency would be required to prepare the record of proceedings for water storage projects, water conveyance projects, and groundwater recharge projects pursuant to the act, this bill would impose a state-mandated local program. (Based on 01/23/2025 text)

**AB 339 (Ortega, D) Local public employee organizations: notice requirements.**

**Status:** 03/19/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 4. Noes 0.) (March 19). Re-referred to Com. on APPR.



**Location:** 03/19/2025 - Assembly Appropriations

**Summary:** The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract. (Based on 01/28/2025 text)

**AB 340 (Ahrens, D) Employer-employee relations: confidential communications.**

**Status:** 03/19/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (March 19). Re-referred to Com. on APPR.



**Location:** 03/19/2025 - Assembly Appropriations

**Summary:** Current law that governs the labor relations of public employees and employers, including, among others, the Meyers-Milias-Brown Act, the Ralph C. Dills Act, provisions relating to public schools, and provisions relating to higher education, prohibits employers from taking certain actions relating to employee

organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. Those provisions of current law further prohibit denying to employee organizations the rights guaranteed to them by current law. This bill would prohibit a public employer from questioning a public employee, a representative of a recognized employee organization, or an exclusive representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization's representation. (Based on 03/05/2025 text)

**AB 362** (**Ramos, D**) **Water policy: California tribal communities.**

**Status:** 03/24/2025 - Referred to Coms. on W. P., & W. and E.S & T.M.



**Location:** 03/24/2025 - Assembly Water, Parks and Wildlife

**Summary:** The Porter-Cologne Water Quality Control Act establishes a statewide program for the control of the quality of all the waters in the state and makes certain legislative findings and declarations. Current law defines the term "beneficial uses" for the purposes of water quality as certain waters of the state that may be protected against quality degradation, to include, among others, domestic, municipal, agricultural, and industrial supplies. This bill would add findings and declarations related to California tribal communities and the importance of protecting tribal water use, as those terms are defined. The bill would add tribal water uses as waters of the state that may be protected against quality degradation for purposes of the defined term "beneficial uses." (Based on 01/30/2025 text)

**AB 367** (**Bennett, D**) **Water: County of Ventura: fire suppression.**

**Status:** 04/01/2025 - Re-referred to Com. on E.M.

**Calendar:** 04/07/25 A-EMERGENCY MANAGEMENT 2:30 p.m. - State Capitol, Room 444 RANSOM, RHODESIA, Chair



**Location:** 03/28/2025 - Assembly Emergency Management

**Summary:** Would require a water supplier that supplies water to more than 20 residential dwellings that is used for the suppression of fire in either a high or very high risk fire hazard severity zone in the County of Ventura to have a backup energy source with sufficient power to promptly operate wells and pumps servicing the high or very high risk hazard severity zone at normal capacity for at least 24 hours in the case of a power shutoff unless the relevant water delivery systems are gravity fed and do not need any backup power to continue to operate during a power shutoff. The bill would require the Ventura County Fire Department to annually inspect facilities that provide water, as specified. The bill would require a water supplier to take various actions, including alerting the Ventura County Office of Emergency Services whenever its water delivery capacity has been reduced due to equipment failure or maintenance. The bill would require, if any fire destroys more than 10 residential dwellings or causes more than \$3,000,000 in damages to any residential dwelling serviced by a water supplier, a report be made by the water supplier that services the dwellings where the fire occurred and the Ventura County Fire Department that assesses the appropriateness of the water delivery system, as specified. By levying new requirements on the Ventura County Fire Department, this bill would create a state-mandated local program. (Based on 03/28/2025 text)

**AB 370** (**Carrillo, D**) **California Public Records Act: cyberattacks.**

**Status:** 03/13/2025 - Re-referred to Com. on APPR.



**Location:** 03/11/2025 - Assembly Appropriations

**Summary:** The California Public Records Act requires state and local agencies to make their records available for public inspection, except as specified. Current law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Current law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, and defines "unusual circumstances" to include, among other things, the need to search for, collect, and appropriately examine records during a state of emergency when the state of emergency currently affects the agency's ability to timely respond to requests due to staffing shortages or closure of facilities, as provided.

This bill would also expand the definition of unusual circumstances to include the inability of the agency, because of a cyberattack, to access its electronic servers or systems in order to search for and obtain a record that the agency believes is responsive to a request and is maintained on the servers or systems in an electronic format. (Based on 03/12/2025 text)

**AB 372** (**Bennett, D**) **Office of Emergency Services: state matching funds: water system infrastructure improvements.**

**Status:** 03/28/2025 - Referred to Coms. on E.M and E.S & T.M.

**Calendar:** 04/07/25 A-EMERGENCY MANAGEMENT 2:30 p.m. - State Capitol, Room 444 RANSOM, RHODESIA, Chair



**Location:** 03/28/2025 - Assembly Emergency Management

**Summary:** Current law establishes, within the office of the Governor, the Office of Emergency Services (OES), under the direction of the Director of Emergency Services. Current law charges the OES with coordinating various emergency activities within the state. The California Emergency Services Act, contingent upon an appropriation by the Legislature, requires the OES to enter into a joint powers agreement pursuant to the Joint Exercise of Powers Act with the Department of Forestry and Fire Protection to develop and administer a comprehensive wildfire mitigation program relating to structure hardening and retrofitting and prescribed fuel modification activities. Current law authorizes the joint powers authority to establish financial assistance limits and matching funding or other recipient contribution requirements for the program, as provided. This bill, contingent on funding being appropriated pursuant to a bond act, as specified, would establish the Rural Water Infrastructure for Wildfire Resilience Program within the OES for the distribution of state matching funds to communities within the Wildland Urban Interface in designated high fire hazard severity zones or very high fire hazard severity zones to improve water system infrastructure, as prescribed. (Based on 02/03/2025 text)

**AB 430** (**Alanis, R**) **State Water Resources Control Board: emergency regulations.**

**Status:** 02/18/2025 - Referred to Com. on W. P., & W.



**Location:** 02/18/2025 - Assembly Water, Parks and Wildlife

**Summary:** Current law provides that an emergency regulation adopted by the State Water Resources Control Board following a Governor's proclamation of a state of emergency based on drought conditions, for which the board makes specified findings, may remain in effect for up to one year, as provided, and may be renewed if the board determines that specified conditions relating to precipitation are still in effect. This bill would require the board, before the 2nd renewal of any emergency regulation or upon its repeal, to conduct a comprehensive economic study assessing the impacts of the regulation and would require the board to make the study publicly available on its internet website (Based on 02/05/2025 text)

**AB 497** (**Wilson, D**) **San Francisco Bay/Sacramento-San Joaquin Delta Estuary Water Quality Control Plan.**

**Status:** 02/11/2025 - From printer. May be heard in committee March 13.



**Location:** 02/10/2025 - Assembly PRINT

**Summary:** Current law makes available to the Natural Resources Agency bond funds for, among other things, implementing an updated State Water Resources Control Board's San Francisco Bay/Sacramento-San Joaquin Delta Estuary Water Quality Control Plan (Bay-Delta Water Quality Control Plan), which establishes water quality control measures and flow requirements needed to provide reasonable protection of beneficial uses in the watershed. This bill would state the intent of the Legislature to enact future legislation relating to the Bay-Delta Water Quality Control Plan. (Based on 02/10/2025 text)

**AB 514** (**Petrie-Norris, D**) **Water: emergency water supplies.**

**Status:** 03/21/2025 - In committee: Hearing postponed by committee.

**Calendar:** 04/29/25 A-WATER, PARKS AND WILDLIFE 9 a.m. - State Capitol, Room 444 PAPAN, DIANE, Chair





**Location:** 02/24/2025 - Assembly Water, Parks and Wildlife

**Summary:** The Urban Water Management Planning Act requires every public and private urban water supplier that directly or indirectly provides water for municipal purposes to prepare and adopt an urban water management plan. The act requires an urban water management plan to include a water shortage contingency plan, as provided. This bill would declare that it is the established policy of the state to encourage, but not mandate, the development of emergency water supplies by local water suppliers, and to support their use during times of drought or unplanned service or supply disruption, as provided. (Based on 02/10/2025 text)

**AB 532 (Ransom, D) Water rate assistance program.**

**Status:** 04/01/2025 - From committee chair, with author's amendments: Amend, and re-refer to Com. on E.S & T.M. Read second time and amended.



**Location:** 03/03/2025 - Assembly Environmental Safety and Toxic Materials

**Summary:** Current law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to specified described federal law. The Low Income Household Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program. The bill would instead require, upon appropriation by the Legislature, the Department of Community Services and Development to establish and administer the California Low Income Household Water Assistance Program to provide water rate assistance to residential ratepayers of community water systems, and urban retail water suppliers that serve disadvantaged communities, as specified. (Based on 04/01/2025 text)

**AB 538 (Berman, D) Public works: payroll records.**

**Status:** 03/19/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (March 19). Re-referred to Com. on APPR.



**Location:** 03/19/2025 - Assembly Appropriations

**Summary:** Current law requires the Labor Commissioner to investigate allegations that a contractor or subcontractor violated the law regulating public works projects, including the payment of prevailing wages. Current law requires each contractor and subcontractor on a public works project to keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. Current law requires certified copies of records to be available upon request by the public and sets forth a process for the public to request the records either through the awarding body or the Division of Labor Standards Enforcement. Current law makes any contractor, subcontractor, agent, or representative who neglects to comply with the requirements to keep accurate payroll records guilty of a misdemeanor. This bill would require the awarding body, if a request is made by the public through the awarding body and the body is not in possession of the certified records, to obtain those records from the relevant contractor and make them available to the requesting entity. The bill would authorize the Division of Labor Standards Enforcement to enforce certain penalties if a contractor fails to comply with the awarding body's request within 10 days of receipt of the notice. (Based on 02/11/2025 text)

**AB 638 (Rodriguez, Celeste, D) Stormwater: uses: irrigation.**

**Status:** 03/26/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (March 25). Re-referred to Com. on APPR.



**Location:** 03/26/2025 - Assembly Appropriations

**Summary:** The Stormwater Resource Planning Act authorizes one or more public agencies to develop a stormwater resource plan that meets certain standards to address the capture of stormwater, as defined, and

dry weather runoff, as defined. The act requires the State Water Resources Control Board, by July 1, 2016, to establish guidance for purposes of the act. This bill would require the board, by June 1, 2026, to establish guidance for stormwater capture and use for the irrigation of urban public lands, as defined. (Based on 03/19/2025 text)

**AB 790** (**Ávila Fariás, D**) **Housing and homelessness programs: single women with children.**

**Status:** 04/01/2025 - Re-referred to Com. on H. & C.D.



**Location:** 03/28/2025 - Assembly Housing and Community Development

**Summary:** Current law establishes various housing finance programs, administered by the Department of Housing and Community Development, including, among other programs, the CalHome Program, the Multifamily Housing Program, the Joe Serna, Jr. Farmworker Housing Grant Program, the Emergency Solutions Grants Program, and the Homekey Program. Current law establishes various programs, administered by the State Department of Social Services, to assist individuals experiencing, or at risk of, homelessness, including, among other programs, the CalWORKs Housing Support Program and the Bringing Families Home Program. Under current law, some housing financing programs, including, but not limited to, the Multifamily Housing Program, and public social service programs that assist individuals experiencing homelessness, such as the CalWORKs Housing Support Program and the Bringing Families Home Program, are administered by local agencies. Certain programs, such as the CalHome Program and the No Place Like Home Program, utilize continuously appropriated special funds, the Self-Help Housing Fund and the No Place Like Home Fund, respectively. This bill would require qualifying state housing finance or homelessness programs, as prescribed, to dedicate 10% of total available funds to provide housing and services for single women with children who are homeless or at risk of homelessness or who are currently experiencing, have previously experienced, are at substantial risk of experiencing, are fleeing, or are attempting to flee domestic violence, and do not have a safe and stable housing alternative. (Based on 03/28/2025 text)

**AB 794** (**Gabriel, D**) **California Safe Drinking Water Act: emergency regulations.**

**Status:** 03/03/2025 - Referred to Com. on E.S & T.M.

**Calendar:** 04/08/25 A-ENVIRONMENTAL SAFETY AND TOXIC MATERIALS 1:30 p.m. - State Capitol, Room 444 CONNOLLY, DAMON, Chair



**Location:** 03/03/2025 - Assembly Environmental Safety and Toxic Materials

**Summary:** The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. The state board's duties include, but are not limited to, enforcing the federal Safe Drinking Water Act (federal act) and adopting and enforcing regulations. Current law authorizes the state board to adopt as an emergency regulation, a regulation that is not more stringent than, and is not materially different in substance and effect than, the requirements of a regulation promulgated under the federal act, with a specified exception. This bill would provide that the authority of the state board to adopt an emergency regulation pursuant to these provisions includes the authority to adopt requirements of a specified federal regulation that was in effect on January 19, 2025, regardless of whether the requirements were repealed or amended to be less stringent. The bill would prohibit an emergency regulation adopted pursuant to these provisions from implementing less stringent drinking water standards, as provided, and would authorize the regulation to include requirements that are more stringent than the requirements of the federal regulation. (Based on 02/18/2025 text)

**AB 823** (**Boerner, D**) **Solid waste: plastic microbeads.**

**Status:** 03/10/2025 - Referred to Coms. on NAT. RES. and E.S & T.M.

**Calendar:** 04/07/25 A-NATURAL RESOURCES 2:30 p.m. - State Capitol, Room 437 BRYAN, ISAAC, Chair



**Location:** 03/10/2025 - Assembly Natural Resources

**Summary:** Would, on and after January 1, 2027, prohibit a person from selling, distributing, or offering for promotional purposes in this state a cleaning product, as defined, or a personal care product in a rinse-off product, containing one ppm or more by weight of plastic microbeads that are used as an abrasive, as specified. The bill would, on and after January 1, 2028, prohibit a person from selling, distributing, or offering for promotional purposes in this state a coating, as defined, cleaning product, or personal care product, that

contains one ppm or more by weight of plastic microbeads that are not used as an abrasive. By adding these prohibitions to the Plastic Microbeads Nuisance Prevention Law, the bill would impose the civil penalty for violations of these prohibitions. (Based on 02/19/2025 text)

**AB 911** (Carrillo, D) Emergency telecommunications medium- and heavy-duty zero-emission vehicles.

Status: 03/10/2025 - Referred to Com. on TRANS.



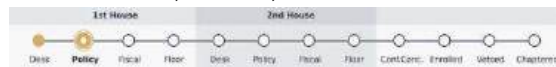
Location: 03/10/2025 - Assembly Transportation

**Summary:** The State Air Resources Board has adopted the Advanced Clean Fleets Regulations, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles, as provided. This bill would exempt emergency telecommunications vehicles owned or purchased by emergency telecommunications service providers that are used to participate in the federal Emergency Alert System, to provide access to 911 emergency services, or to provide wireless connectivity during service outages from specified requirements in the above-described regulations. (Based on 02/19/2025 text)

**AB 990** (Hadwick, R) Public water systems: emergency notification plan.

Status: 03/10/2025 - Referred to Com. on E.S & T.M.

Calendar: 04/08/25 A-ENVIRONMENTAL SAFETY AND TOXIC MATERIALS 1:30 p.m. - State Capitol, Room 444 CONNOLLY, DAMON, Chair



Location: 03/10/2025 - Assembly Environmental Safety and Toxic Materials

**Summary:** Current law prohibits a person from operating a public water system without an emergency notification plan that has been submitted to and approved by the State Water Resources Control Board. Current law requires the emergency notification plan to provide for immediate notice to the customers of the public water system of any significant rise in the bacterial count of water or other failure to comply with any primary drinking water standard that represents an imminent danger to the health of the water users. This bill would authorize and encourage a public water system to provide notification to water users in their preferred language when updating the emergency notification plan, if resources are available. (Based on 02/20/2025 text)

**AB 1000** (Gallagher, R) California Environmental Quality Act: exemption: Five-Mile Basin.

Status: 03/18/2025 - Re-referred to Com. on NAT. RES.



Location: 03/17/2025 - Assembly Natural Resources

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from the requirements of CEQA a project to remove sediment from the Five-Mile Basin in the City of Chico. This bill would make legislative findings and declarations as to the necessity of a special statute for the City of Chico. (Based on 03/17/2025 text)

**AB 1146** (Papan, D) Water infrastructure: dams and reservoirs: water release: false pretenses.

Status: 03/18/2025 - Re-referred to Com. on W. P., & W.

Calendar: 04/29/25 A-WATER, PARKS AND WILDLIFE 9 a.m. - State Capitol, Room 444 PAPAN, DIANE, Chair



Location: 03/17/2025 - Assembly Water, Parks and Wildlife

**Summary:** Would prohibit the release of stored water from a reservoir in this state if the release is done under false pretenses, which the bill would define to mean a release of water from a reservoir in a manner that

is knowingly and designedly under any false or fraudulent representation or assumption as to the purpose and intended use of the water. The bill would authorize the State Water Resources Control Board to issue an interim relief order, as specified, to a reservoir operator to prohibit the release of stored water in violation of the above-described prohibition. The bill would authorize the board to commence an interim relief proceeding on its own motion or upon the petition of an interested party, and would specify information required to be included in the petition. The bill would provide any person who violates these provisions would be guilty of a misdemeanor, punishable by a fine or imprisonment in the county jail, or both. By expanding the scope of a crime, this bill would impose a state-mandated local program. (Based on 03/17/2025 text)

**AB 1218 (Soria, D) Copper theft.**

**Status:** 03/25/2025 - Re-referred to Com. on PUB. S.



**Location:** 03/24/2025 - Assembly Public Safety

**Summary:** Under existing law it is grand theft to steal copper materials valued at more than \$950. A violation of this provision is punishable either as a misdemeanor or a felony by imprisonment in county jail and specified fines. This bill would make it a crime to unlawfully possess copper materials, as specified. The bill would define what it means to “unlawfully possess” copper materials to include possessing without documentation proving lawful possession. The bill would prescribe the information that constitutes proof of lawful possession, as specified, including the identity of the seller and the date of the transaction. By expanding the scope of a crime, this bill would impose a state-mandated local program. The bill would also prohibit a person from falsifying any record intending to show proof of lawful possession. By creating a new crime, this bill would impose a state-mandated local program. Existing law prohibits any collector or dealer of metals to purchase certain junk metals, as specified, without first ascertaining that the seller legally possesses the materials. Existing law also requires the dealer to obtain evidence of the identity of the seller, including, but not limited to, the seller’s name and address. This bill would require any collector or dealer of metals to ascertain the location from which the purchased material was obtained. Existing law makes it a crime for a person who is engaged in the salvage, recycling, purchase, or sale of scrap metal to possess certain items that have been stolen or obtained by theft or extortion, as specified, and requires that the person knew or reasonably should have known that the property was stolen or failed to report possession of the items, as specified. This bill would additionally prohibit a person who is engaged in the salvage, recycling, purchase, or sale of scrap metal, as specified, from possessing certain items knowing that those items were possessed without proof of lawful possession. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason. (Based on 03/24/2025 text)

**AB 1373 (Soria, D) Water quality: state certification.**

**Status:** 03/25/2025 - Re-referred to Com. on E. S & T.M.



**Location:** 03/24/2025 - Assembly Environmental Safety and Toxic Materials

**Summary:** Under existing law, the State Water Resources Control Board and the California regional water quality control boards prescribe waste discharge requirements in accordance with the Federal Water Pollution Control Act and the Porter-Cologne Water Quality Control Act. Under federal law, any applicant seeking a federal license or permit for an activity that may result in any discharge into the navigable waters of the United States is required to first seek a state water quality certification, as specified. The Porter-Cologne Water Quality Control Act authorizes the state board to certify or provide a statement to a federal agency, as required pursuant to federal law, that there is reasonable assurance that an activity of any person subject to the jurisdiction of the state board will not reduce water quality below applicable standards. The federal act provides that if a state fails or refuses to act on a request for this certification within a reasonable period of time, which shall not exceed one year after receipt of the request, then the state certification requirements are waived with respect to the federal application. This bill would require the state board to hold a public hearing at least 21 days before taking action on an application for a certificate or statement. The bill would prohibit the authority to issue a certification for a license to operate a hydroelectric facility from being delegated. (Based on 03/24/2025 text)

**AB 1466 (Hart, D) Groundwater adjudication: burden of proof.**

**Status:** 04/01/2025 - From committee chair, with author's amendments: Amend, and re-refer to Com. on W. P., & W. Read second time and amended.

**Calendar:** 04/08/25 A-WATER, PARKS AND WILDLIFE 9 a.m. - State Capitol, Room 444 PAPAN, DIANE, Chair



**Location:** 03/17/2025 - Assembly Water, Parks and Wildlife

**Summary:** The Sustainable Groundwater Management Act requires all groundwater basins designated as high- or medium-priority basins by the Department of Water Resources to be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans, except as specified. Current law authorizes any local agency or combination of local agencies overlying a groundwater basin to decide to become a groundwater sustainability agency for that basin and imposes specified duties upon that agency or combination of agencies, as provided. Current law establishes various methods and procedures for a comprehensive adjudication of groundwater rights in civil court. Generally, a party has the burden of proof as to each fact the existence or nonexistence of which is essential to the claim for relief or defense that the party is asserting, except as specified. This bill would provide that in any action to adjudicate groundwater rights, as provided, if a party to the action is seeking judicial review of an action taken by a groundwater sustainability agency pursuant to a groundwater sustainability plan that has been approved by the department, that party has the burden of proof using substantial evidence standard of review. The bill would require the court to, in any adjudication in a basin where one or more groundwater sustainability agencies have adopted a groundwater sustainability plan that has been approved by the department, request that the groundwater sustainability agency provide a technical report that, at a minimum, quantifies and describes the groundwater use of parties that have not otherwise appeared before the court, as provided. (Based on 04/01/2025 text)

**AB 1469** (Hart, D) Disaster preparedness: public water systems.

**Status:** 02/24/2025 - Read first time.



**Location:** 02/21/2025 - Assembly PRINT

**Summary:** The California Emergency Services Act requires all public water systems, as defined, with 10,000 or more service connections to review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire departments and the Office of Emergency Services to ensure that the plans are sufficient to address possible disaster scenarios. Current law requires these public water systems to, following a declared state of emergency, furnish an assessment of their emergency response and recommendations to the Legislature within 6 months after each disaster, and to implement the recommendations in a timely manner. Current law requires the office to establish emergency response and recovery plans in coordination with these public water systems. This bill would make nonsubstantive changes to those provisions. (Based on 02/21/2025 text)

**SB 31** (McNerney, D) Water quality: recycled water.

**Status:** 03/26/2025 - Read second time and amended. Re-referred to Com. on E.Q.

**Calendar:** 04/30/25 S-ENVIRONMENTAL QUALITY 9 a.m. - 1021 O Street, Room 1200 BLAKESPEAR, CATHERINE, Chair



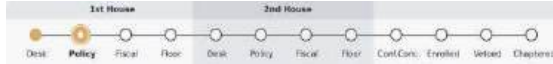
**Location:** 03/25/2025 - Senate Environmental Quality

**Summary:** The Water Recycling Law generally provides for the use of recycled water. Current law requires any person who, without regard to intent or negligence, causes or permits an unauthorized discharge of 50,000 gallons or more of recycled water in or on any waters of the state to immediately notify the appropriate regional water board. This bill would, for the purposes of the above provision, redefine "recycled water" and provide that water discharged from a decorative body of water during storm events is not to be considered an unauthorized discharge if recycled water was used to restore levels due to evaporation. (Based on 03/26/2025 text)

**SB 72** (Caballero, D) The California Water Plan: long-term supply targets.

**Status:** 03/28/2025 - Set for hearing April 8.

**Calendar:** 04/08/25 S-NATURAL RESOURCES AND WATER 9 a.m. - 1021 O Street, Room 2100 LIMÓN, MONIQUE, Chair



**Location:** 01/29/2025 - Senate Natural Resources and Water

**Summary:** Current law requires the Department of Water Resources to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." Current law requires the department to include a discussion of various strategies in the plan update, including, but not limited to, strategies relating to the development of new water storage facilities, water conservation, water recycling, desalination, conjunctive use, and water transfers, that may be pursued in order to meet the future needs of the state. Current law requires the department to establish an advisory committee to assist the department in updating the plan. This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to expand the membership of the advisory committee to include, among others, tribes, labor, and environmental justice interests. The bill would require the department, as part of the 2033 update to the plan, to update the interim planning target for 2050, as provided. The bill would require the target to consider the identified and future water needs for a sustainable urban sector, agricultural sector, and environment, and ensure safe drinking water for all Californians, among other things. (Based on 03/18/2025 text)

**SB 90 (Seyarto, R) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: grants: improvements to public evacuation routes: mobile rigid water storage: electrical generators.**

**Status:** 03/12/2025 - Read second time and amended. Re-referred to Com. on N.R. & W.



**Location:** 03/11/2025 - Senate Natural Resources and Water

**Summary:** The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. The act makes \$135,000,000 available, upon appropriation by the Legislature, to the Office of Emergency Services for a wildfire mitigation grant program to provide, among other things, loans, direct assistance, and matching funds for projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. The act provides that eligible projects include, but are not limited to, grants to local agencies, state agencies, joint powers authorities, tribes, resource conservation districts, fire safe councils, and nonprofit organizations for structure hardening of critical community infrastructure, wildfire smoke mitigation, evacuation centers, including community clean air centers, structure hardening projects that reduce the risk of wildfire for entire neighborhoods and communities, water delivery system improvements for fire suppression purposes for communities in very high or high fire hazard areas, wildfire buffers, and incentives to remove structures that significantly increase hazard risk. This bill would include in the list of eligible projects grants to the above-mentioned entities for improvements to public evacuation routes in very high and high fire hazard severity zones, mobile rigid dip tanks, as defined, to support firefighting efforts, prepositioned mobile rigid water storage, as defined, and improvements to the response and effectiveness of fire engines and helicopters. (Based on 03/12/2025 text)

**SB 224 (Hurtado, D) Department of Water Resources: water supply forecasting.**

**Status:** 03/28/2025 - Set for hearing April 7.

**Calendar:** 04/07/25 S-APPROPRIATIONS 10 a.m. - 1021 O Street, Room 2200 CABALLERO, ANNA, Chair



**Location:** 03/25/2025 - Senate Appropriations

**Summary:** Current law requires the Department of Water Resources to gather and correlate information and data pertinent to an annual forecast of seasonal water crop. Current law also requires the department to update every 5 years the plan for the orderly and coordinated control, protection, conservation, development, and use of the water resources of the state, which is known as "The California Water Plan." This bill would require the department, on or before January 1, 2027, to adopt a new water supply forecasting model and procedures that better address the effects of climate change and implement a formal policy and procedures for documenting the department's operational plans and the department's rationale for its operating procedures, including the department's rationale for water releases from reservoirs. The bill would also require

the department to establish, and publish on the department's internet website, the specific criteria that it will employ to determine when its updated water supply forecasting model has demonstrated sufficient predictive capability to be ready for use in each of the watersheds. The bill would require the department, on or before January 1, 2028, and annually thereafter, to prepare and submit to the Legislature a report on its progress toward implementing the new forecasting model and to post the report on the department's internet website. The bill would also require the department, on or before January 1, 2028, and annually thereafter, to prepare and submit to the Legislature a report that explains the rationale for the department's operating procedures specific to the previous water year. (Based on 03/26/2025 text)

**SB 239 (Arreguín, D) Open meetings: teleconferencing: subsidiary body.**

**Status:** 03/24/2025 - Set for hearing April 2.

**Calendar:** 04/02/25 S-LOCAL GOVERNMENT 9:30 a.m. - 1021 O Street, Room 2200 DURAZO, MARÍA ELENA, Chair



**Location:** 02/14/2025 - Senate Local Government

**Summary:** The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at the primary physical meeting location. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 01/30/2025 text)

**SB 350 (Durazo, D) Water Rate Assistance Program.**

**Status:** 03/25/2025 - Read second time and amended. Re-referred to Com. on E., U & C.



**Location:** 03/19/2025 - Senate Energy, Utilities and Communications

**Summary:** Would establish the Water Rate Assistance Program. As part of the program, the bill would establish the Water Rate Assistance Fund in the State Treasury, available upon appropriation by the Legislature, to provide water affordability assistance, for both drinking water and wastewater services, to low-income residential ratepayers, as specified. The bill would require the State Water Resources Control Board to take various actions in administering the fund, including, among other things, tracking and managing revenue in the fund separately from all other revenue. The bill would require the state board, in consultation with relevant agencies and after a public hearing, to adopt guidelines for implementation of the program and to adopt an annual report to be posted on the state board's internet website identifying how the fund has performed, as specified. The bill would require the guidelines to include minimum requirements for eligible systems, including the ability to confirm eligibility for enrollment through a request for self-certification of eligibility under penalty of perjury. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would require the state board to take various actions in administering the program, including, but not limited to, providing guidance, oversight, and funding for low-income rate assistance for residential ratepayers of eligible systems. The bill would authorize the Attorney General to bring an action in state court to restrain the use of any method, act, or practice in violation of these provisions, except as provided. (Based on 03/25/2025 text)

**SB 394 (Allen, D) Water theft: fire hydrants.**

**Status:** 03/24/2025 - Set for hearing April 1.



**Location:** 03/19/2025 - Senate Judiciary

**Summary:** Current law authorizes a utility to bring a civil action for damages against any person who commits, authorizes, solicits, aids, abets, or attempts certain acts, including, diverting or causing to be diverted, utility services by any means whatsoever. Current law creates a rebuttable presumption that there is violation of these provisions if, on premises controlled by the customer or by the person using or receiving the direct benefit of utility service, certain actions occur, including that there is an instrument, apparatus, or device primarily designed to be used to obtain utility service without paying the full lawful charge for the utility. This bill would add to the list of acts for which a utility may bring a civil cause of action under these circumstances to include tampering with a fire hydrant, fire hydrant meter, or fire detector check, or diverting water, or causing water to be diverted, from a fire hydrant with knowledge of, or reason to believe, that the diversion or unauthorized connection existed at the time of use for nonfirefighting purposes or without authorization from the appropriate water system or fire department. (Based on 02/14/2025 text)

**SB 454 (McNerney, D) State Water Resources Control Board: PFAS Mitigation Program.**

**Status:** 03/24/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.

**Calendar:** 04/02/25 S-ENVIRONMENTAL QUALITY 9 a.m. - State Capitol, Room 112 BLAKESPEAR, CATHERINE, Chair



**Location:** 02/26/2025 - Senate Environmental Quality

**Summary:** Existing law designates the State Water Resources Control Board as the agency responsible for administering specific programs related to drinking water, including, among others, the California Safe Drinking Water Act and the Emerging Contaminants for Small or Disadvantaged Communities Funding Program. This bill would create the PFAS Mitigation Fund in the State Treasury and would authorize the fund to be expended by the state board, upon appropriation by the Legislature, for purposes of these provisions. The bill would authorize the state board to seek out and accept nonstate, federal, and private funds, require those funds to be deposited into the PFAS Reduction Account within the PFAS Mitigation Fund, and continuously appropriate the moneys in the account to the state board for purposes of these provisions, thereby making an appropriation. (Based on 03/24/2025 text)

**SB 496 (Hurtado, D) Advanced Clean Fleets Regulation: appeals advisory committee: exemptions.**

**Status:** 03/11/2025 - Set for hearing April 2.

**Calendar:** 04/02/25 S-ENVIRONMENTAL QUALITY 9 a.m. - State Capitol, Room 112 BLAKESPEAR, CATHERINE, Chair



**Location:** 02/26/2025 - Senate Environmental Quality

**Summary:** The California Global Warming Solutions Act of 2006 establishes the state board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emission reductions from those sources. This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified governmental and nongovernmental entities. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee's consideration of an appeal to be made publicly available on the state board's internet website. The bill would require the state board to consider a recommendation of the committee at a public meeting no later than 60 days after the recommendation is made. (Based on 02/19/2025 text)

**SB 595 (Choi, R) Local government: financial reports: failure to timely submit.**

**Status:** 03/24/2025 - Set for hearing April 30.



**Calendar:** 04/30/25 S-LOCAL GOVERNMENT 9:30 a.m. - 1021 O Street, Room 2200 DURAZO, MARÍA ELENA, Chair



**Location:** 03/05/2025 - Senate Local Government

**Summary:** If an officer of a local agency fails or refuses to make and file their financial report within 20 days after receipt of a written notice of the failure from the Controller, existing law requires that officer or local agency to forfeit to the state a specified amount depending on the amount of total revenue of that local agency. This bill would instead require that forfeiture if the officer fails or refuses to make and file their financial report within 10 months after the end of the local agency's fiscal year. (Based on 02/20/2025 text)

**SB 598 (Durazo, D) Public contracts: local water infrastructure projects: Construction Manager/General Contractor project delivery method.**

**Status:** 03/24/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.



**Location:** 02/20/2025 - Senate Rules

**Summary:** Existing law defines the Construction Manager/General Contractor project delivery method (CM/GC method) as a project delivery method in which a construction manager is procured to provide preconstruction services during the design phase of a project and construction services during the construction phase of the project. Under existing law, the method allows the contract for construction services to be entered into at the same time as the contract for preconstruction services or at a later time. Existing law authorizes the Metropolitan Water District of Southern California to utilize the CM/GC method for regional recycled water projects or other water infrastructure projects under specified conditions. Pursuant to existing law, certain information required to be submitted as part of the CM/GC method is required to be verified under oath. Existing law makes the provisions described above pertaining to the CM/GC method effective only until January 1, 2028, and inoperative as of that date. This bill would, until January 1, 2031, authorize a local agency, as defined, upon approval of its governing body, to similarly use the CM/GC method for a regional recycled water project or other water infrastructure project undertaken by the district to alleviate water supply shortages attributable to drought or climate change. Because the bill would expand the crime of perjury, it would impose a state-mandated local program. (Based on 03/24/2025 text)

**SB 601 (Allen, D) Water: waste discharge.**

**Status:** 03/11/2025 - Set for hearing April 2.

**Calendar:** 04/02/25 S-ENVIRONMENTAL QUALITY 9 a.m. - State Capitol, Room 112 BLAKESPEAR, CATHERINE, Chair



**Location:** 03/05/2025 - Senate Environmental Quality

**Summary:** Under current law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the Porter-Cologne Water Quality Control Act (act) and the National Pollutant Discharge Elimination System (NPDES) permit program. Current law requires, when applying to a city or a county for an initial business license, equivalent instrument, or permit, or renewal thereof, a person who conducts a business operation that is a regulated industry, as defined, to demonstrate enrollment with the NPDES permit program by providing specified information, under penalty of perjury, on the application. Current law includes in this specified information, among other things, the Standard Industrial Classification Codes for the business, and a Waste Discharger Identification number (WDID), as specified. This bill would revise the above-described requirement to demonstrate enrollment with NPDES to instead require demonstrating enrollment with NPDES or the Waste Discharge Requirements (WDR) permit programs by providing the specified information. The bill would require, when applying to a city or a county for a building or construction permit, a person who conducts a business operation that is a regulated industry and seeks permission for construction activities over one acre to demonstrate enrollment with the NPDES or WDR permit programs by providing specified information under penalty of perjury on the initial building or construction permit application, or renewal thereof. (Based on 02/20/2025 text)

**SB 682 (Allen, D) Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances.**

**Status:** 03/11/2025 - Set for hearing April 2.

**Calendar:** 04/02/25 S-ENVIRONMENTAL QUALITY 9 a.m. - State Capitol, Room 112 BLAKESPEAR, CATHERINE, Chair



**Location:** 03/05/2025 - Senate Environmental Quality

**Summary:** Current law requires the Department of Toxic Substances Control, on or before January 1, 2029, to adopt regulations to enforce specified covered perfluoroalkyl and polyfluoroalkyl substances (PFAS) restrictions, which include prohibitions on the distribution, sale, or offering for sale of certain products that contain specified levels of PFAS. Current law requires the department, on and after July 1, 2030, to enforce and ensure compliance with those provisions and regulations, as provided. Current law requires manufacturers of these products, on or before July 1, 2029, to register with the department, to pay a registration fee to the department, and to provide a statement of compliance certifying compliance with the applicable prohibitions on the use of PFAS to the department, as specified. Current law authorizes the department to test products and to rely on third-party testing to determine compliance with prohibitions on the use of PFAS, as specified. Current law requires the department to issue a notice of violation for a product in violation of the prohibitions on the use of PFAS, as provided. Current law authorizes the department to assess an administrative penalty for a violation of these prohibitions and authorizes the department to seek an injunction to restrain a person or entity from violating these prohibitions, as specified. This bill would, beginning January 1, 2027, prohibit a person from distributing, selling, or offering for sale a covered product that contain intentionally added PFAS, as defined, except for previously used products and as otherwise preempted by federal law. The bill would define "covered product" to include cleaning products, cookware, dental floss, juvenile products, food packaging, and ski wax, as specified. (Based on 02/21/2025 text)

**SB 724** (Richardson, D) Public water systems: public housing: lead testing.

**Status:** 03/12/2025 - Referred to Com. on E.Q.

**Calendar:** 04/30/25 S-ENVIRONMENTAL QUALITY 9 a.m. - 1021 O Street, Room 1200 BLAKESPEAR, CATHERINE, Chair



**Location:** 03/12/2025 - Senate Environmental Quality

**Summary:** Existing law prohibits a person from using any pipe, pipe or plumbing fitting or fixture, solder, or flux that is not lead free in the installation or repair of any public water system or any plumbing in a facility providing water for human consumption, except when necessary for the repair of leaded joints of cast iron pipes. Existing law requires a community water system to compile an inventory of known lead user service lines in use in its distribution system and identify areas that may have lead user service lines in use in its distribution system, as provided. Existing law authorizes the State Water Resources Control Board to apply these requirements to, and enforce them against, public water systems and community water systems, as specified. This bill would require a public water system, including community water systems and noncommunity water systems, that provides service to residents of public housing owned or managed by a city, county, city and county, or city, county, or city and county housing authority, to provide information to those residents regarding any applicable existing program that offers free testing of the water for lead. (Based on 02/21/2025 text)

**SB 740** (Rubio, D) Municipal wastewater agency: new agreement or amendment.

**Status:** 03/24/2025 - Set for hearing April 2.

**Calendar:** 04/02/25 S-LOCAL GOVERNMENT 9:30 a.m. - 1021 O Street, Room 2200 DURAZO, MARÍA ELENA, Chair



**Location:** 03/12/2025 - Senate Local Government

**Summary:** Current law authorizes a municipal wastewater agency to enter into agreements with entities responsible for stormwater management, including, but not limited to, municipal, industrial, and commercial stormwater dischargers, for the purpose of managing stormwater and dry weather runoff. Current law requires a municipal wastewater agency, if the agency enters into a new agreement or amends an agreement pursuant to those provisions, to file a copy of the agreement or amendment with the local agency formation commission in each county where any part of the municipal wastewater agency's territory is located within 30 days after the effective date of the new agreement or amendment. This bill would extend that filing requirement timeline to 40 days. (Based on 02/21/2025 text)

**SB 742** (Pérez, D) Water systems and water districts.

**Status:** 03/12/2025 - Referred to Com. on RLS.



**Location:** 02/21/2025 - Senate Rules

**Summary:** The California Water District Law provides for the establishment of water districts, and grants a district the power to acquire, plan, construct, maintain, improve, operate, and keep in repair the necessary works for the production, storage, transmission, and distribution of water for irrigation, domestic, industrial, and municipal purposes. This bill would state the intent of the Legislature to enact subsequent legislation related to the regulation of water systems and water districts. (Based on 02/21/2025 text)

General Ledger

Budget Variance Revenue

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Period 02 - 02

Fiscal Year 2025

Beaumont-Cherry Valley Water District

560 Magnolia Avenue  
Beaumont CA 92223

(951) 845-9581  
www.bcvwd.org



Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
<b>50</b>	<b>GENERAL</b>						
01-50-510-419051	Grant Revenue	\$ 861,000.00	\$ -	\$ -	\$ -	\$ 861,000.00	100.00%
	<b>Grant Rev</b>	<b>\$ 861,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 861,000.00</b>	<b>100.00%</b>
01-50-510-490001	Interest Income - Bonita Vista	\$ 300.00	\$ 36.57	\$ -	\$ 36.65	\$ 263.35	87.78%
01-50-510-490011	Interest Income - Fairway Cnyn	\$ 192,000.00	\$ -	\$ -	\$ -	\$ 192,000.00	100.00%
01-50-510-490021	Interest Income - General	\$ 1,131,500.00	\$ 119,549.31	\$ 239,270.03	\$ 239,270.03	\$ 892,229.97	78.85%
01-50-510-490041	Rlzd Gain/Loss on Investment	\$ -	\$ 0.01	\$ (489.67)	\$ (489.67)	\$ 489.67	0.00%
01-50-510-490051	Net Amort/Accret on Investment	\$ 250,000.00	\$ 12,481.68	\$ 27,348.24	\$ 27,348.24	\$ 222,651.76	89.06%
	<b>Interest Income</b>	<b>\$ 1,573,800.00</b>	<b>\$ 132,067.57</b>	<b>\$ 266,165.25</b>	<b>\$ 1,307,634.75</b>	<b>\$ -</b>	<b>83.09%</b>
01-50-510-481001	Capacity Fees-Wells	\$ 360,000.00	\$ 5,808.00	\$ 9,680.00	\$ 9,680.00	\$ 350,320.00	97.31%
01-50-510-481006	Cap Fees-Water Rights (SWP)	\$ 227,800.00	\$ 3,675.00	\$ 6,125.00	\$ 6,125.00	\$ 221,675.00	97.31%
01-50-510-481012	Cap Fees-Water Treatment Plant	\$ 171,300.00	\$ 2,763.00	\$ 4,605.00	\$ 4,605.00	\$ 166,695.00	97.31%
01-50-510-481018	Cap Fees-Local Water Resources	\$ 90,200.00	\$ 1,455.00	\$ 2,425.00	\$ 2,425.00	\$ 87,775.00	97.31%
01-50-510-481024	Cap Fees-Recycled Water	\$ 260,800.00	\$ 4,206.00	\$ 8,412.00	\$ 8,412.00	\$ 252,388.00	96.77%
01-50-510-481030	Cap Fees-Transmission	\$ 291,600.00	\$ 4,704.00	\$ 7,840.00	\$ 7,840.00	\$ 283,760.00	97.31%
01-50-510-481036	Cap Fees-Storage	\$ 373,400.00	\$ 6,024.00	\$ 13,040.00	\$ 13,040.00	\$ 360,360.00	96.51%
01-50-510-481042	Cap Fees-Booster	\$ 25,900.00	\$ 417.00	\$ 695.00	\$ 695.00	\$ 25,205.00	97.32%
01-50-510-481048	Cap Fees-Pressure Reducing Stn	\$ 13,300.00	\$ 213.00	\$ 355.00	\$ 355.00	\$ 12,945.00	97.33%
01-50-510-481054	Cap Fees-Miscellaneous Project	\$ 11,600.00	\$ 186.00	\$ 310.00	\$ 310.00	\$ 11,290.00	97.33%
01-50-510-481060	Cap Fees-Financing Costs	\$ 56,800.00	\$ 915.00	\$ 1,567.25	\$ 1,567.25	\$ 55,232.75	97.24%
01-50-510-485001	Front Footage Fees	\$ 26,200.00	\$ 8,850.00	\$ 38,381.50	\$ 38,381.50	\$ (12,181.50)	-46.49%
	<b>Non-Operating Revenue</b>	<b>\$ 1,908,900.00</b>	<b>\$ 39,216.00</b>	<b>\$ 93,435.75</b>	<b>\$ 1,815,464.25</b>	<b>\$ -</b>	<b>95.11%</b>
01-50-510-410100	Sales	\$ 6,158,300.00	\$ 417,269.62	\$ 881,695.71	\$ 881,695.71	\$ 5,276,604.29	85.68%
01-50-510-410151	Agricultural Irrigation Sales	\$ 22,600.00	\$ 35.25	\$ 3,261.33	\$ 3,261.33	\$ 19,338.67	85.57%
01-50-510-410171	Construction Sales	\$ 73,600.00	\$ 27,140.88	\$ 37,450.92	\$ 37,450.92	\$ 36,149.08	49.12%
01-50-510-413001	Backflow Administration Charge	\$ 91,000.00	\$ 11,269.40	\$ 17,471.27	\$ 17,471.27	\$ 73,528.73	80.80%
01-50-510-413011	Fixed Meter Charges	\$ 6,123,200.00	\$ 487,185.46	\$ 1,018,590.84	\$ 1,018,590.84	\$ 5,104,609.16	83.37%
01-50-510-413021	Meter Fees	\$ 537,300.00	\$ 59,550.00	\$ 59,550.00	\$ 59,550.00	\$ 477,750.00	88.92%
01-50-510-415001	SGPWA Importation Charges	\$ 3,793,300.00	\$ 264,935.46	\$ 551,064.12	\$ 551,064.12	\$ 3,242,235.88	85.47%
01-50-510-415011	SCE Power Charges	\$ 2,212,800.00	\$ 154,639.26	\$ 321,555.72	\$ 321,555.72	\$ 1,891,244.28	85.47%
01-50-510-417001	2nd Notice Charges	\$ 82,700.00	\$ 5,760.00	\$ 10,985.00	\$ 10,985.00	\$ 71,715.00	86.72%

Item 3a

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
01-50-510-417011	3rd Notice Charges	\$ 115,100.00	\$ 24,195.00	\$ 30,405.00	\$ 84,695.00	\$ -	73.58%
01-50-510-417021	Account Reinstatement Fees	\$ 37,500.00	-	\$ 9,100.00	\$ 28,400.00	\$ -	75.73%
01-50-510-417031	Lien Processing Fees	\$ 7,200.00	-	\$ -	\$ 7,200.00	\$ -	100.00%
01-50-510-417041	Credit Check Processing Fees	\$ 18,500.00	\$ 1,090.00	\$ 2,110.00	\$ 16,390.00	\$ -	88.59%
01-50-510-417051	Return Check Fees	\$ 5,500.00	\$ 1,425.00	\$ 2,975.00	\$ 2,525.00	\$ -	45.91%
01-50-510-417061	Customer Damages	\$ 30,000.00	-	\$ 140.00	\$ 29,860.00	\$ -	99.53%
01-50-510-417071	After-Hours Call Out Charges	\$ 2,800.00	-	\$ 400.00	\$ 2,400.00	\$ -	85.71%
01-50-510-417081	Bench Test Fees (Credits)	\$ 100.00	-	\$ -	\$ 100.00	\$ -	100.00%
01-50-510-417091	Credit Card Processing Fees	\$ -	\$ 4,010.00	\$ 10,607.50	\$ (10,607.50)	\$ -	0.00%
01-50-510-419011	Development Income	\$ 241,900.00	\$ 16,797.56	\$ 27,505.16	\$ 214,394.84	\$ -	88.63%
01-50-510-419012	Development Income - GIS	\$ 51,200.00	-	\$ -	\$ 51,200.00	\$ -	100.00%
01-50-510-419031	Well Maintenance Reimbursement	\$ 107,700.00	-	\$ -	\$ 107,700.00	\$ -	100.00%
01-50-510-419061	Miscellaneous Income	\$ 5,000.00	-	\$ 432.00	\$ 4,568.00	\$ -	91.36%
	<b>Operating Revenue</b>	<b>\$ 19,717,300.00</b>	<b>\$ 1,475,302.89</b>	<b>\$ 2,985,299.57</b>	<b>\$ 16,732,000.43</b>	<b>\$ -</b>	<b>84.86%</b>
01-50-510-471011	Maint Fees - 13695 Oak Glen Rd	\$ 7,500.00	\$ 597.92	\$ 1,182.00	\$ 6,318.00	\$ -	84.24%
01-50-510-471021	Maint Fees - 13697 Oak Glen Rd	\$ 8,000.00	\$ 667.70	\$ 1,319.86	\$ 6,680.14	\$ -	83.50%
01-50-510-471031	Maint Fees - 9781 AveMiravilla	\$ 7,000.00	\$ 555.36	\$ 1,097.94	\$ 5,902.06	\$ -	84.32%
01-50-510-471111	Utilities - 13695 Oak Glen Rd	\$ 3,500.00	\$ 286.94	\$ 452.29	\$ 3,047.71	\$ -	87.08%
01-50-510-471121	Utilities - 13697 Oak Glen Rd	\$ 6,000.00	\$ 225.37	\$ 1,018.33	\$ 4,981.67	\$ -	83.03%
01-50-510-471131	Utilities - 9781 Ave Miravilla	\$ 4,000.00	\$ -	\$ 377.36	\$ 3,622.64	\$ -	90.57%
	<b>Rent/Utilities</b>	<b>\$ 36,000.00</b>	<b>\$ 2,333.29</b>	<b>\$ 5,447.78</b>	<b>\$ 30,552.22</b>	<b>\$ -</b>	<b>84.87%</b>
	<b>Revenue Total</b>	<b>\$ 24,097,000.00</b>	<b>\$ 1,648,919.75</b>	<b>\$ 3,350,348.35</b>	<b>\$ 20,746,651.65</b>	<b>\$ -</b>	<b>86.10%</b>

General Ledger

Budget Variance Expense

User: wclayton

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Period 02 - 02

Fiscal Year 2025

Beaumont-Cherry Valley Water District

560 Magnolia Avenue  
Beaumont CA 92223  
(951) 845-9581  
www.bcvwd.org



Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
<b>2025-0000</b>	<b>BOARD OF DIRECTORS</b>						
4-01-10-110-500101	Board of Directors Fees	\$ 128,000.00	\$ 5,039.50	\$ 14,820.70	\$ 113,179.30	\$ -	88.42%
601-10-110-500115	Social Security	\$ 8,000.00	\$ 312.39	\$ 918.82	\$ 7,081.18	\$ -	88.51%
BCVWD 01-10-110-500120	Medicare	\$ 2,000.00	\$ 73.07	\$ 214.92	\$ 1,785.08	\$ -	89.25%
01-10-110-500125	Health Insurance	\$ 94,500.00	\$ 4,563.00	\$ 9,126.00	\$ 85,374.00	\$ -	90.34%
01-10-110-500140	Life Insurance	\$ 2,500.00	\$ 9.21	\$ 18.42	\$ 2,481.58	\$ -	99.26%
01-10-110-500143	EAP Program	\$ 500.00	\$ 9.85	\$ 19.70	\$ 480.30	\$ -	96.06%
01-10-110-500145	Workers' Compensation	\$ 1,000.00	\$ 36.48	\$ 107.32	\$ 892.68	\$ -	89.27%
01-10-110-500175	Training/Education/Mtgs/Travel	\$ 55,000.00	\$ 86.94	\$ 1,768.79	\$ 53,231.21	\$ -	96.78%
	<b>Board of Directors Personnel</b>	<b>\$ 291,500.00</b>	<b>\$ 10,130.44</b>	<b>\$ 26,994.67</b>	<b>\$ 264,505.33</b>	<b>\$ -</b>	<b>90.74%</b>
	Supplies-Other	\$ 1,700.00	\$ 12.38	\$ 12.38	\$ 1,687.62	\$ -	99.27%
	<b>Board of Directors Materials &amp; Supplies</b>	<b>\$ 1,700.00</b>	<b>\$ 12.38</b>	<b>\$ 12.38</b>	<b>\$ 1,687.62</b>	<b>\$ -</b>	<b>99.27%</b>
01-10-110-550012	Election Expenses	\$ 65,000.00	\$ -	\$ 6.00	\$ 64,994.00	\$ -	99.99%
01-10-110-550051	Advertising/Legal Notices	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	100.00%
	<b>Board of Directors Services</b>	<b>\$ 67,000.00</b>	<b>\$ -</b>	<b>\$ 6.00</b>	<b>\$ 66,994.00</b>	<b>\$ -</b>	<b>99.99%</b>
	<b>Expense Total</b>	<b>\$ 360,200.00</b>	<b>\$ 10,142.82</b>	<b>\$ 27,013.05</b>	<b>\$ 333,186.95</b>	<b>\$ -</b>	<b>92.50%</b>
<b>2025-0000</b>	<b>ENGINEERING</b>						
01-20-210-500105	Labor	\$ 539,500.00	\$ 8,962.02	\$ 51,795.69	\$ 487,704.31	\$ -	90.40%
01-20-210-500114	Incentive Pay	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	100.00%
01-20-210-500115	Social Security	\$ 42,000.00	\$ 1,070.76	\$ 4,049.10	\$ 37,950.90	\$ -	90.36%
01-20-210-500120	Medicare	\$ 10,000.00	\$ 172.91	\$ 870.14	\$ 9,129.86	\$ -	91.30%
01-20-210-500125	Health Insurance	\$ 97,000.00	\$ 7,699.61	\$ 16,126.32	\$ 80,873.68	\$ -	83.37%
01-20-210-500140	Life Insurance	\$ 1,000.00	\$ 46.83	\$ 101.84	\$ 898.16	\$ -	89.82%
01-20-210-500143	EAP Program	\$ 500.00	\$ 6.68	\$ 14.27	\$ 485.73	\$ -	97.15%
01-20-210-500145	Workers' Compensation	\$ 5,500.00	\$ 81.43	\$ 505.67	\$ 4,994.33	\$ -	90.81%
01-20-210-500150	Unemployment Insurance	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	100.00%
01-20-210-500155	Retirement/CalPERS	\$ 55,500.00	\$ 1,496.87	\$ 5,212.62	\$ 50,287.38	\$ -	90.61%
01-20-210-500165	Uniforms and Employee Benefits	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-20-210-500175	Training/Education/Mtgs/Travel	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	100.00%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
01-20-210-500180	Accrued Sick Leave Expense	\$ 35,500.00	\$ (299.60)	\$ -	\$ 35,500.00	\$ -	100.00%
01-20-210-500185	Accrued Vacation Leave Expense	\$ 31,500.00	\$ (582.30)	\$ 4,332.50	\$ 27,167.50	\$ -	86.25%
01-20-210-500187	Accrued Leave Payments	\$ 27,500.00	\$ 3,844.76	\$ 3,844.76	\$ 23,655.24	\$ -	86.02%
01-20-210-500195	CIP Related Labor	\$ (225,000.00)	\$ (1,128.69)	\$ (5,176.81)	\$ (219,823.19)	\$ -	97.70%
<b>220</b>	<b>Development Services Personnel</b>						
01-20-220-500105	Labor	\$ 77,000.00	\$ 6,721.78	\$ 10,788.97	\$ 66,211.03	\$ -	85.99%
01-20-220-500115	Social Security	\$ 5,000.00	\$ 425.52	\$ 680.84	\$ 4,319.16	\$ -	86.38%
01-20-220-500120	Medicare	\$ 1,500.00	\$ 97.56	\$ 156.58	\$ 1,343.42	\$ -	89.56%
01-20-220-500125	Health Insurance	\$ 19,500.00	\$ 1,065.97	\$ 1,404.84	\$ 18,095.16	\$ -	92.80%
01-20-220-500140	Life Insurance	\$ 500.00	\$ 10.22	\$ 12.26	\$ 487.74	\$ -	97.55%
01-20-220-500143	EAP Program	\$ 500.00	\$ 1.20	\$ 1.49	\$ 498.51	\$ -	99.70%
01-20-220-500145	Workers' Compensation	\$ 1,000.00	\$ 49.22	\$ 85.15	\$ 914.85	\$ -	91.49%
01-20-220-500150	Unemployment Insurance	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	100.00%
01-20-220-500155	Retirement/CalPERS	\$ 7,000.00	\$ 591.87	\$ 931.11	\$ 6,068.89	\$ -	86.70%
	<b>ENGINEERING Personnel</b>	<b>\$ 753,000.00</b>	<b>\$ 30,334.62</b>	<b>\$ 95,737.34</b>	<b>\$ 657,262.66</b>	<b>\$ -</b>	<b>87.29%</b>
01-20-210-540048	Permits, Fees & Licensing	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
01-20-210-550029	Administrative Expenses	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	\$ -	100.00%
01-20-210-550046	Office Equipment	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	100.00%
	<b>Engineering Materials &amp; Supplies</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>100.00%</b>
01-20-210-500190	Temporary Labor	\$ 21,100.00	\$ 1,516.88	\$ 3,023.65	\$ 18,076.35	\$ -	85.67%
01-20-210-550030	Membership Dues	\$ 2,100.00	\$ -	\$ 321.00	\$ 1,779.00	\$ -	84.71%
01-20-210-550051	Advertising/Legal Notices	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-20-210-580031	Outside Engineering	\$ 120,000.00	\$ 1,360.00	\$ 1,360.00	\$ 118,640.00	\$ -	98.87%
	<b>Engineering Services</b>	<b>\$ 148,200.00</b>	<b>\$ 2,876.88</b>	<b>\$ 4,704.65</b>	<b>\$ 143,495.35</b>	<b>\$ -</b>	<b>96.83%</b>
	<b>ENGINEERING</b>	<b>\$ 921,200.00</b>	<b>\$ 33,211.50</b>	<b>\$ 100,441.99</b>	<b>\$ 820,758.01</b>	<b>\$ -</b>	<b>89.10%</b>
	<b>FINANCE &amp; ADMINISTRATION</b>						
01-30-310-500105	Labor	\$ 1,114,000.00	\$ 39,797.66	\$ 157,928.42	\$ 956,071.58	\$ -	85.82%
01-30-310-500109	FLSA Overtime	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-30-310-500110	Overtime	\$ 3,500.00	\$ -	\$ 186.68	\$ 3,313.32	\$ -	94.67%
01-30-310-500111	Double Time	\$ 2,500.00	\$ -	\$ 76.58	\$ 2,423.42	\$ -	96.94%
01-30-310-500114	Incentive Pay	\$ 4,500.00	\$ 50.00	\$ 100.00	\$ 4,400.00	\$ -	97.78%
01-30-310-500115	Social Security	\$ 89,000.00	\$ 2,988.03	\$ 10,652.06	\$ 78,347.94	\$ -	88.03%
01-30-310-500120	Medicare	\$ 21,000.00	\$ (1,126.51)	\$ 665.66	\$ 20,334.34	\$ -	96.83%
01-30-310-500125	Health Insurance	\$ 190,500.00	\$ 14,953.36	\$ 29,906.72	\$ 160,593.28	\$ -	84.30%
01-30-310-500130	CalPERS Health Admin Costs	\$ 3,000.00	\$ 217.86	\$ 432.54	\$ 2,567.46	\$ -	85.58%
01-30-310-500140	Life Insurance	\$ 2,000.00	\$ 138.13	\$ 272.54	\$ 1,727.46	\$ -	86.37%
01-30-310-500143	EAP Program	\$ 500.00	\$ 15.76	\$ 31.52	\$ 468.48	\$ -	93.70%
01-30-310-500145	Workers' Compensation	\$ 9,500.00	\$ 270.67	\$ 1,211.28	\$ 8,288.72	\$ -	87.25%

Expense Total

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
01-30-310-500150	Unemployment Insurance	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	\$ -	100.00%
01-30-310-500155	Retirement/CalPERS	\$ 236,000.00	\$ 11,451.33	\$ 34,474.17	\$ 201,525.83	\$ -	85.39%
01-30-310-500161	Estimated Current Year OPEB	\$ 111,300.00	\$ 18,550.00	\$ 18,550.00	\$ 92,750.00	\$ -	83.33%
01-30-310-500165	Uniforms and Employee Benefits	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-30-310-500175	Training/Education/Mtgs/Travel	\$ 35,000.00	\$ -	\$ 3,962.72	\$ 31,037.28	\$ -	88.68%
01-30-310-500180	Accrued Sick Leave Expense	\$ 63,500.00	\$ 2,302.06	\$ 3,851.80	\$ 59,648.20	\$ -	93.93%
01-30-310-500185	Accrued Vacation Leave Expense	\$ 100,500.00	\$ (4,420.48)	\$ 1,687.10	\$ 98,812.90	\$ -	98.32%
01-30-310-500187	Accrued Leave Payments	\$ 138,000.00	\$ 2,611.13	\$ 7,577.17	\$ 130,422.83	\$ -	94.51%
01-30-310-560000	GASB 68 Pension Expense	\$ 215,000.00	\$ 12,256.66	\$ 12,256.66	\$ 202,743.34	\$ -	94.30%
<b>20320</b>	<b>Human Resources &amp; Risk Management Personnel</b>						
01-30-320-500105	Labor	\$ 119,000.00	\$ 4,695.50	\$ 14,584.10	\$ 104,415.90	\$ -	87.74%
01-30-320-500114	Incentive Pay	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-30-320-500115	Social Security	\$ 8,500.00	\$ 202.22	\$ 935.96	\$ 7,564.04	\$ -	88.99%
01-30-320-500120	Medicare	\$ 2,000.00	\$ 47.29	\$ 218.89	\$ 1,781.11	\$ -	89.06%
01-30-320-500125	Health Insurance	\$ 30,500.00	\$ 2,527.46	\$ 5,054.92	\$ 25,445.08	\$ -	83.43%
01-30-320-500140	Life Insurance	\$ 500.00	\$ 13.02	\$ 26.04	\$ 473.96	\$ -	94.79%
01-30-320-500143	EAP Program	\$ 500.00	\$ 1.97	\$ 3.94	\$ 496.06	\$ -	99.21%
01-30-320-500145	Workers' Compensation	\$ 1,000.00	\$ 23.60	\$ 109.24	\$ 890.76	\$ -	89.08%
01-30-320-500150	Unemployment Insurance	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	100.00%
01-30-320-500155	Retirement/CalPERS	\$ 11,000.00	\$ 292.82	\$ 1,325.07	\$ 9,674.93	\$ -	87.95%
01-30-320-500165	Uniforms and Employee Benefits	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	100.00%
01-30-320-500175	Training/Education/Mtgs/Travel	\$ 3,800.00	\$ -	\$ -	\$ 3,800.00	\$ -	100.00%
01-30-320-500176	Dist Professional Development	\$ 18,800.00	\$ -	\$ -	\$ 18,800.00	\$ -	100.00%
01-30-320-500177	General Safety Trng & Supplies	\$ 24,200.00	\$ 750.00	\$ 4,860.00	\$ 19,340.00	\$ -	79.92%
01-30-320-500180	Accrued Sick Leave Expense	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ -	100.00%
01-30-320-500185	Accrued Vacation Leave Expense	\$ 6,500.00	\$ (1,436.10)	\$ 502.90	\$ 5,997.10	\$ -	92.26%
01-30-320-550024	Employment Testing	\$ 4,500.00	\$ 228.21	\$ 583.21	\$ 3,916.79	\$ -	87.04%
<b>20330</b>	<b>Customer Service Personnel</b>						
01-30-330-500105	Labor	\$ 396,800.00	\$ 11,758.91	\$ 48,496.05	\$ 348,303.95	\$ -	87.78%
01-30-330-500109	FLSA Overtime	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-30-330-500110	Overtime	\$ 3,000.00	\$ 94.03	\$ 162.28	\$ 2,837.72	\$ -	94.59%
01-30-330-500111	Double Time	\$ 700.00	\$ 108.18	\$ 108.18	\$ 591.82	\$ -	84.55%
01-30-330-500114	Incentive Pay	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
01-30-330-500115	Social Security	\$ 29,000.00	\$ 882.02	\$ 3,413.77	\$ 25,586.23	\$ -	88.23%
01-30-330-500120	Medicare	\$ 7,000.00	\$ 206.25	\$ 798.35	\$ 6,201.65	\$ -	88.60%
01-30-330-500125	Health Insurance	\$ 133,000.00	\$ 13,207.78	\$ 24,030.51	\$ 108,969.49	\$ -	81.93%
01-30-330-500140	Life Insurance	\$ 1,000.00	\$ 39.68	\$ 77.87	\$ 922.13	\$ -	92.21%
01-30-330-500143	EAP Program	\$ 500.00	\$ 7.88	\$ 17.73	\$ 482.27	\$ -	96.45%
01-30-330-500145	Workers' Compensation	\$ 3,500.00	\$ 86.67	\$ 382.06	\$ 3,117.94	\$ -	89.08%
01-30-330-500150	Unemployment Insurance	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	100.00%
01-30-330-500155	Retirement/CalPERS	\$ 46,500.00	\$ 2,816.66	\$ 8,874.11	\$ 37,625.89	\$ -	80.92%
01-30-330-500165	Uniforms and Employee Benefits	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-30-330-500175	Training/Education/Mtgs/Travel	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	100.00%



Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
01-30-330-500180	Accrued Sick Leave Expense	\$ 18,500.00	\$ 1,056.80	\$ 1,994.70	\$ 16,505.30	\$ -	89.22%
01-30-330-500185	Accrued Vacation Leave Expense	\$ 25,500.00	\$ (924.43)	\$ 2,152.97	\$ 23,347.03	\$ -	91.56%
01-30-330-500187	Accrued Leave Payments	\$ 19,500.00	\$ 2,126.98	\$ 2,126.98	\$ 17,373.02	\$ -	89.09%
	<b>FINANCE &amp; ADMINISTRATION Personnel</b>	<b>\$ 3,301,400.00</b>	<b>\$ 138,869.06</b>	<b>\$ 404,663.45</b>	<b>\$ 2,896,736.55</b>	<b>\$ -</b>	<b>87.74%</b>
	<b>Finance &amp; Administration Materials &amp; Supplies</b>						
310							
01-30-310-550042	Office Supplies	\$ 11,200.00	\$ 999.57	\$ 2,742.63	\$ 8,457.37	\$ -	75.51%
01-30-310-550046	Office Equipment	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	\$ -	100.00%
01-30-310-550048	Postage	\$ 62,200.00	\$ -	\$ 23.15	\$ 62,176.85	\$ -	99.96%
01-30-310-550066	Subscriptions	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-30-310-550072	Miscellaneous Operating Exp	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-30-310-550078	Bad Debt Expense	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	100.00%
01-30-310-550084	Depreciation	\$ 3,616,300.00	\$ 284,169.10	\$ 568,339.64	\$ 3,047,960.36	\$ -	84.28%
	<b>Human Resources &amp; Risk Management Materials &amp; Supplies</b>						
320							
01-30-320-550028	District Certification	\$ 4,500.00	\$ 3,854.00	\$ 3,854.00	\$ 646.00	\$ -	14.36%
01-30-320-550042	Office Supplies	\$ 1,400.00	\$ 53.86	\$ 157.41	\$ 1,242.59	\$ -	88.76%
	<b>Customer Service Materials &amp; Supplies</b>						
330							
01-30-330-550006	Cashiering Shortages/Overages	\$ 100.00	\$ (5.02)	\$ 1.64	\$ 98.36	\$ -	98.36%
	<b>FINANCE &amp; ADMINISTRATION Materials &amp; Supplies</b>	<b>\$ 3,727,200.00</b>	<b>\$ 289,071.51</b>	<b>\$ 575,118.47</b>	<b>\$ 3,152,081.53</b>	<b>\$ -</b>	<b>84.57%</b>
	<b>Finance &amp; Administration Services</b>						
3310							
01-30-310-550001	Bank/Financial Service Fees	\$ 4,000.00	\$ 330.88	\$ 597.74	\$ 3,402.26	\$ -	85.06%
01-30-310-550030	Membership Dues	\$ 46,200.00	\$ 2,169.16	\$ 14,235.32	\$ 31,964.68	\$ -	69.19%
01-30-310-550051	Advertising/Legal Notices	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	100.00%
01-30-310-550054	Property, Auto, General Ins	\$ 378,000.00	\$ 19,066.87	\$ 38,133.74	\$ 339,866.26	\$ -	89.91%
01-30-310-550061	Media Outreach	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-30-310-580001	Accounting and Audit	\$ 48,400.00	\$ 110.00	\$ 110.00	\$ 48,290.00	\$ -	99.77%
01-30-310-580011	General Legal	\$ 83,500.00	\$ 16,360.00	\$ 16,360.00	\$ 67,140.00	\$ -	80.41%
01-30-310-580036	Other Professional Services	\$ 200,000.00	\$ 15,260.46	\$ 33,650.94	\$ 166,349.06	\$ -	83.17%
	<b>Human Resources &amp; Risk Management Services</b>						
3320							
01-30-320-550025	Employee Retention	\$ 6,000.00	\$ 107.72	\$ 107.72	\$ 5,892.28	\$ -	98.20%
01-30-320-550026	Recruitment Expense	\$ 9,000.00	\$ 430.00	\$ 911.76	\$ 8,088.24	\$ -	89.87%
01-30-320-550030	Membership Dues	\$ 1,100.00	\$ -	\$ 499.00	\$ 601.00	\$ -	54.64%
01-30-320-550051	Advertising/Legal Notices	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00	\$ -	100.00%
01-30-320-580036	Other Professional Services	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ -	100.00%
	<b>Customer Service Services</b>						
330							
01-30-330-500190	Temporary Labor	\$ 15,600.00	\$ -	\$ -	\$ 15,600.00	\$ -	100.00%
01-30-330-550008	Transaction/Return Fees	\$ 1,500.00	\$ 34.33	\$ 116.68	\$ 1,383.32	\$ -	92.22%
01-30-330-550010	Transaction/Credit Card Fees	\$ -	\$ 4,708.06	\$ 12,570.01	\$ (12,570.01)	\$ -	0.00%
01-30-330-550014	Credit Check Fees	\$ 6,500.00	\$ 334.88	\$ 334.88	\$ 6,165.12	\$ -	94.85%
01-30-330-550030	Membership Dues	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	\$ -	100.00%
01-30-330-550036	Notary and Lien Fees	\$ 2,500.00	\$ 120.00	\$ 120.00	\$ 2,380.00	\$ -	95.20%
01-30-330-550050	Utility Billing Service	\$ 120,000.00	\$ 32,485.78	\$ 32,485.78	\$ 87,514.22	\$ -	72.93%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
01-30-330-550051	Advertising/Legal Notices	\$ 900.00	\$ -	\$ -	\$ 900.00	\$ -	100.00%
	<b>FINANCE &amp; ADMINISTRATION Services</b>	<b>\$ 939,400.00</b>	<b>\$ 91,518.14</b>	<b>\$ 150,233.57</b>	<b>\$ 789,166.43</b>	<b>\$ -</b>	<b>84.01%</b>
	<b>FINANCE &amp; ADMINISTRATION</b>	<b>\$ 7,968,000.00</b>	<b>\$ 519,458.71</b>	<b>\$ 1,130,015.49</b>	<b>\$ 6,837,984.51</b>	<b>\$ -</b>	<b>85.82%</b>
<b>35</b>	<b>INFORMATION TECHNOLOGY</b>						
01-35-315-500105	Labor	\$ 196,000.00	\$ 6,870.20	\$ 27,936.00	\$ 168,064.00	\$ -	85.75%
01-35-315-500114	Incentive Pay	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-35-315-500115	Social Security	\$ 16,500.00	\$ 2,212.74	\$ 3,520.55	\$ 12,979.45	\$ -	78.66%
01-35-315-500120	Medicare	\$ 4,000.00	\$ 445.10	\$ 750.91	\$ 3,249.09	\$ -	81.23%
01-35-315-500125	Health Insurance	\$ 26,000.00	\$ 2,154.05	\$ 4,308.10	\$ 21,691.90	\$ -	83.43%
01-35-315-500140	Life Insurance	\$ 500.00	\$ 24.06	\$ 48.12	\$ 451.88	\$ -	90.38%
01-35-315-500143	EAP Program	\$ 500.00	\$ 1.97	\$ 3.94	\$ 496.06	\$ -	99.21%
01-35-315-500145	Workers' Compensation	\$ 2,000.00	\$ 49.75	\$ 202.27	\$ 1,797.73	\$ -	89.89%
01-35-315-500150	Unemployment Insurance	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
01-35-315-500155	Retirement/CalPERS	\$ 34,500.00	\$ 1,175.57	\$ 2,467.58	\$ 32,032.42	\$ -	92.85%
01-35-315-500175	Training/Education/Mtgs/Travel	\$ 5,300.00	\$ -	\$ -	\$ 5,300.00	\$ -	100.00%
01-35-315-500180	Accrued Sick Leave Expense	\$ 11,500.00	\$ -	\$ -	\$ 11,500.00	\$ -	100.00%
01-35-315-500185	Accrued Vacation Leave Expense	\$ 21,500.00	\$ -	\$ -	\$ 21,500.00	\$ -	100.00%
01-35-315-500187	Accrued Leave Payments	\$ 32,500.00	\$ 23,804.27	\$ 23,804.27	\$ 8,695.73	\$ -	26.76%
	<b>Information Technology Personnel</b>	<b>\$ 354,800.00</b>	<b>\$ 36,737.71</b>	<b>\$ 63,041.74</b>	<b>\$ 291,758.26</b>	<b>\$ -</b>	<b>82.23%</b>
01-35-315-550044	Printing/Toner and Maintenance	\$ 30,000.00	\$ 699.68	\$ 1,693.54	\$ 28,306.46	\$ -	94.35%
01-35-315-580016	Computer Hardware	\$ 30,000.00	\$ -	\$ 442.80	\$ 29,557.20	\$ -	98.52%
01-35-315-580028	Cybersecurity Soft/Hardware	\$ 60,900.00	\$ 4,200.00	\$ 8,400.00	\$ 52,500.00	\$ -	86.21%
01-35-315-580030	Repair/Purchase Radio Comm Eq	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	100.00%
	<b>Information Technology Materials &amp; Supplies</b>	<b>\$ 130,900.00</b>	<b>\$ 4,899.68</b>	<b>\$ 10,536.34</b>	<b>\$ 120,363.66</b>	<b>\$ -</b>	<b>91.95%</b>
01-35-315-501511	Telephone/Internet Service	\$ 93,000.00	\$ -	\$ 6,767.71	\$ 86,232.29	\$ -	92.72%
01-35-315-501521	Building Alarms and Security	\$ 34,000.00	\$ -	\$ 2,423.50	\$ 31,576.50	\$ -	92.87%
01-35-315-540014	GIS Maintenance and Updates	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	100.00%
01-35-315-550030	Membership Dues	\$ 3,000.00	\$ -	\$ 479.88	\$ 2,520.12	\$ -	84.00%
01-35-315-550058	Cyber Security Liability Ins	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ -	100.00%
01-35-315-580021	IT/Software Support	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	100.00%
01-35-315-580026	License/Maintenance/Support	\$ 321,000.00	\$ 12,779.66	\$ 73,513.67	\$ 247,486.33	\$ -	77.10%
01-35-315-580027	AMR/AMI Annual Support	\$ 171,200.00	\$ 4,186.41	\$ 8,372.82	\$ 162,827.18	\$ -	95.11%
	<b>Information Technology Services</b>	<b>\$ 647,700.00</b>	<b>\$ 16,966.07</b>	<b>\$ 91,557.58</b>	<b>\$ 556,142.42</b>	<b>\$ -</b>	<b>85.86%</b>
	<b>INFORMATION TECHNOLOGY</b>	<b>\$ 1,133,400.00</b>	<b>\$ 58,603.46</b>	<b>\$ 165,135.66</b>	<b>\$ 988,264.34</b>	<b>\$ -</b>	<b>85.43%</b>
<b>40</b>	<b>OPERATIONS</b>						
<b>410</b>	<b>Source of Supply Personnel</b>						
01-40-410-500105	Labor	\$ 520,500.00	\$ 16,962.33	\$ 67,964.91	\$ 452,535.09	\$ -	86.94%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
01-40-410-500109	FLSA Overtime	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-40-410-500110	Overtime	\$ 25,500.00	\$ 388.32	\$ 3,153.22	\$ 22,346.78	\$ -	87.63%
01-40-410-500111	Double Time	\$ 12,000.00	\$ (442.42)	\$ 878.62	\$ 11,121.38	\$ -	92.68%
01-40-410-500113	Standby/On-Call	\$ 11,000.00	\$ 1,100.00	\$ 2,780.00	\$ 8,220.00	\$ -	74.73%
01-40-410-500114	Incentive Pay	\$ 3,000.00	\$ 200.00	\$ 400.00	\$ 2,600.00	\$ -	86.67%
01-40-410-500115	Social Security	\$ 41,500.00	\$ 1,235.79	\$ 5,077.99	\$ 36,422.01	\$ -	87.76%
01-40-410-500120	Medicare	\$ 10,000.00	\$ 289.01	\$ 1,187.59	\$ 8,812.41	\$ -	88.12%
01-40-410-500125	Health Insurance	\$ 128,500.00	\$ 10,885.67	\$ 21,584.75	\$ 106,915.25	\$ -	83.20%
01-40-410-500140	Life Insurance	\$ 1,000.00	\$ 65.60	\$ 129.20	\$ 870.80	\$ -	87.08%
01-40-410-500143	EAP Program	\$ 500.00	\$ 10.32	\$ 20.17	\$ 479.83	\$ -	95.97%
01-40-410-500145	Workers' Compensation	\$ 22,000.00	\$ 760.52	\$ 3,070.49	\$ 18,929.51	\$ -	86.04%
01-40-410-500150	Unemployment Insurance	\$ 36,500.00	\$ -	\$ -	\$ 36,500.00	\$ -	100.00%
01-40-410-500155	Retirement/CalPERS	\$ 125,500.00	\$ 5,755.40	\$ 17,065.11	\$ 108,434.89	\$ -	86.40%
01-40-410-500165	Uniforms and Employee Benefits	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -	100.00%
01-40-410-500175	Training/Education/Mtgs/Travel	\$ 3,000.00	\$ 598.00	\$ 598.00	\$ 2,402.00	\$ -	80.07%
01-40-410-500180	Accrued Sick Leave Expense	\$ 24,000.00	\$ 1,356.81	\$ 3,742.69	\$ 20,257.31	\$ -	84.41%
01-40-410-500185	Accrued Vacation Leave Expense	\$ 42,000.00	\$ 2,126.56	\$ 5,792.59	\$ 36,207.41	\$ -	86.21%
01-40-410-500187	Accrued Leave Payments	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	\$ -	100.00%
01-40-410-500195	CIP Related Labor	\$ (22,800.00)	\$ -	\$ -	\$ (22,800.00)	\$ -	100.00%
<b>430</b>	<b>Cross-Connection/Non-Potable Water Personnel</b>						
01-40-430-500105	Labor	\$ 111,000.00	\$ 3,739.50	\$ 13,716.70	\$ 97,283.30	\$ -	87.64%
01-40-430-500109	FLSA Overtime	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-40-430-500110	Overtime	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	\$ -	100.00%
01-40-430-500111	Double Time	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-40-430-500114	Incentive Pay	\$ 1,000.00	\$ 50.00	\$ 100.00	\$ 900.00	\$ -	90.00%
01-40-430-500115	Social Security	\$ 9,000.00	\$ 212.27	\$ 957.11	\$ 8,042.89	\$ -	89.37%
01-40-430-500120	Medicare	\$ 2,500.00	\$ 49.64	\$ 223.84	\$ 2,276.16	\$ -	91.05%
01-40-430-500125	Health Insurance	\$ 26,000.00	\$ 2,154.05	\$ 4,308.10	\$ 21,691.90	\$ -	83.43%
01-40-430-500140	Life Insurance	\$ 500.00	\$ 13.02	\$ 26.04	\$ 473.96	\$ -	94.79%
01-40-430-500143	EAP Program	\$ 500.00	\$ 1.97	\$ 3.94	\$ 496.06	\$ -	99.21%
01-40-430-500145	Workers' Compensation	\$ 5,000.00	\$ 129.47	\$ 582.56	\$ 4,417.44	\$ -	88.35%
01-40-430-500150	Unemployment Insurance	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	100.00%
01-40-430-500155	Retirement/CalPERS	\$ 37,500.00	\$ 2,039.88	\$ 5,592.05	\$ 31,907.95	\$ -	85.09%
01-40-430-500165	Uniforms and Employee Benefits	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-40-430-500175	Training/Education/Mtgs/Travel	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -	100.00%
01-40-430-500180	Accrued Sick Leave Expense	\$ 5,500.00	\$ 105.68	\$ 105.68	\$ 5,394.32	\$ -	98.08%
01-40-430-500185	Accrued Vacation Leave Expense	\$ 8,000.00	\$ (440.80)	\$ 1,534.80	\$ 6,465.20	\$ -	80.82%
01-40-430-500187	Accrued Leave Payments	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	100.00%
<b>440</b>	<b>Transmission &amp; Distribution Personnel</b>						
01-40-440-500105	Labor	\$ 1,424,500.00	\$ 48,670.84	\$ 171,932.04	\$ 1,252,567.96	\$ -	87.93%
01-40-440-500109	FLSA Overtime	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-40-440-500110	Overtime	\$ 63,500.00	\$ (1,355.93)	\$ 2,698.06	\$ 60,801.94	\$ -	95.75%
01-40-440-500111	Double Time	\$ 27,000.00	\$ (4,178.46)	\$ 664.58	\$ 26,335.42	\$ -	97.54%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
01-40-440-500113	Standby/On-Call	\$ 23,000.00	\$ -	\$ 2,940.00	\$ 20,060.00	\$ -	87.22%
01-40-440-500114	Incentive Pay	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ -	100.00%
01-40-440-500115	Social Security	\$ 112,000.00	\$ 2,993.32	\$ 12,383.47	\$ 99,616.53	\$ -	88.94%
01-40-440-500120	Medicare	\$ 26,500.00	\$ 625.69	\$ 2,821.74	\$ 23,678.26	\$ -	89.35%
01-40-440-500125	Health Insurance	\$ 349,500.00	\$ 16,118.37	\$ 35,072.58	\$ 314,427.42	\$ -	89.96%
01-40-440-500140	Life Insurance	\$ 2,500.00	\$ 151.14	\$ 296.02	\$ 2,203.98	\$ -	88.16%
01-40-440-500143	EAP Program	\$ 1,000.00	\$ 26.47	\$ 51.91	\$ 948.09	\$ -	94.81%
01-40-440-500145	Workers' Compensation	\$ 48,500.00	\$ 1,574.17	\$ 6,606.13	\$ 41,893.87	\$ -	86.38%
01-40-440-500155	Retirement/CalPERS	\$ 282,500.00	\$ 12,458.61	\$ 38,005.52	\$ 244,494.48	\$ -	86.55%
01-40-440-500165	Uniforms and Employee Benefits	\$ 18,600.00	\$ -	\$ -	\$ 18,600.00	\$ -	100.00%
01-40-440-500175	Training/Education/Mtgs/Travel	\$ 20,000.00	\$ 310.00	\$ 4,415.93	\$ 15,584.07	\$ -	77.92%
01-40-440-500180	Accrued Sick Leave Expense	\$ 74,000.00	\$ (481.42)	\$ 5,645.22	\$ 68,354.78	\$ -	92.37%
01-40-440-500185	Accrued Vacation Leave Expense	\$ 100,000.00	\$ (450.60)	\$ 9,481.62	\$ 90,518.38	\$ -	90.52%
01-40-440-500187	Accrued Leave Payments	\$ 80,500.00	\$ -	\$ -	\$ 80,500.00	\$ -	100.00%
01-40-440-500195	CIP Related Labor	\$ (40,000.00)	\$ (39.78)	\$ (39.78)	\$ (39,960.22)	\$ -	99.90%
<b>Inspections Personnel</b>							
01-40-450-500105	Labor	\$ 74,000.00	\$ 1,243.56	\$ 3,093.36	\$ 70,906.64	\$ -	95.82%
01-40-450-500110	Overtime	\$ 12,000.00	\$ 101.76	\$ 181.91	\$ 11,818.09	\$ -	98.48%
01-40-450-500111	Double Time	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ -	100.00%
01-40-450-500113	Standby/On-Call	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
01-40-450-500115	Social Security	\$ 6,000.00	\$ 83.84	\$ 203.69	\$ 5,796.31	\$ -	96.61%
01-40-450-500120	Medicare	\$ 1,500.00	\$ 19.61	\$ 47.63	\$ 1,452.37	\$ -	96.82%
01-40-450-500125	Health Insurance	\$ 19,000.00	\$ 649.16	\$ 776.56	\$ 18,223.44	\$ -	95.91%
01-40-450-500140	Life Insurance	\$ 500.00	\$ 3.69	\$ 6.25	\$ 493.75	\$ -	98.75%
01-40-450-500143	EAP Program	\$ 500.00	\$ 0.81	\$ 1.35	\$ 498.65	\$ -	99.73%
01-40-450-500145	Workers' Compensation	\$ 3,500.00	\$ 49.84	\$ 123.07	\$ 3,376.93	\$ -	96.48%
01-40-450-500155	Retirement/CalPERS	\$ 10,000.00	\$ 107.31	\$ 266.94	\$ 9,733.06	\$ -	97.33%
<b>Customer Svc &amp; Meter Reading Personnel</b>							
01-40-460-500105	Labor	\$ 242,000.00	\$ 8,232.33	\$ 29,700.49	\$ 212,299.51	\$ -	87.73%
01-40-460-500109	FLSA Overtime	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-40-460-500110	Overtime	\$ 6,000.00	\$ 191.40	\$ 251.80	\$ 5,748.20	\$ -	95.80%
01-40-460-500111	Double Time	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	100.00%
01-40-460-500113	Standby/On-Call	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	\$ -	100.00%
01-40-460-500114	Incentive Pay	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	100.00%
01-40-460-500115	Social Security	\$ 19,000.00	\$ 461.39	\$ 2,021.54	\$ 16,978.46	\$ -	89.36%
01-40-460-500120	Medicare	\$ 4,500.00	\$ 107.86	\$ 472.75	\$ 4,027.25	\$ -	89.49%
01-40-460-500125	Health Insurance	\$ 65,500.00	\$ 5,189.83	\$ 11,001.11	\$ 54,498.89	\$ -	83.20%
01-40-460-500140	Life Insurance	\$ 500.00	\$ 25.17	\$ 55.04	\$ 444.96	\$ -	88.99%
01-40-460-500143	EAP Program	\$ 500.00	\$ 4.53	\$ 10.07	\$ 489.93	\$ -	97.99%
01-40-460-500145	Workers' Compensation	\$ 10,500.00	\$ 281.30	\$ 1,238.17	\$ 9,261.83	\$ -	88.21%
01-40-460-500155	Retirement/CalPERS	\$ 75,000.00	\$ 3,714.37	\$ 10,879.48	\$ 64,120.52	\$ -	85.49%
01-40-460-500165	Uniforms and Employee Benefits	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	100.00%
01-40-460-500175	Training/Education/Mtgs/Travel	\$ 2,000.00	\$ -	\$ 124.80	\$ 1,875.20	\$ -	93.76%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
01-40-460-500180	Accrued Sick Leave Expense	\$ 9,000.00	\$ (1,631.42)	\$ (542.66)	\$ 9,542.66	\$ -	106.03%
01-40-460-500185	Accrued Vacation Leave Expense	\$ 17,000.00	\$ (512.12)	\$ 810.95	\$ 16,189.05	\$ -	95.23%
01-40-460-500187	Accrued Leave Payments	\$ 14,500.00	\$ -	\$ -	\$ 14,500.00	\$ -	100.00%
01-40-460-500195	CIP Related Labor	\$ (41,000.00)	\$ (112.20)	\$ (475.59)	\$ (40,524.41)	\$ -	98.84%
<b>470</b>	<b>Maintenance &amp; General Plant Personnel</b>						
01-40-470-500105	Labor	\$ 189,000.00	\$ 22,308.88	\$ 39,048.83	\$ 149,951.17	\$ -	79.34%
01-40-470-500109	FLSA Overtime	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-40-470-500110	Overtime	\$ 4,000.00	\$ 24.21	\$ 24.21	\$ 3,975.79	\$ -	99.39%
01-40-470-500111	Double Time	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-40-470-500113	Standby/On-Call	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
01-40-470-500114	Incentive Pay	\$ 1,500.00	\$ 100.00	\$ 100.00	\$ 1,400.00	\$ -	93.33%
01-40-470-500115	Social Security	\$ 13,500.00	\$ 1,352.60	\$ 2,482.54	\$ 11,017.46	\$ -	81.61%
01-40-470-500120	Medicare	\$ 3,500.00	\$ 316.33	\$ 580.61	\$ 2,919.39	\$ -	83.41%
01-40-470-500125	Health Insurance	\$ 47,000.00	\$ 6,098.67	\$ 9,424.50	\$ 37,575.50	\$ -	79.95%
01-40-470-500140	Life Insurance	\$ 500.00	\$ 61.06	\$ 79.17	\$ 420.83	\$ -	84.17%
01-40-470-500143	EAP Program	\$ 500.00	\$ 13.03	\$ 16.97	\$ 483.03	\$ -	96.61%
01-40-470-500145	Workers' Compensation	\$ 8,000.00	\$ 828.61	\$ 1,519.45	\$ 6,480.55	\$ -	81.01%
01-40-470-500155	Retirement/CalPERS	\$ 17,500.00	\$ 1,446.71	\$ 2,986.80	\$ 14,513.20	\$ -	82.93%
01-40-470-500165	Uniforms and Employee Benefits	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	100.00%
01-40-470-500175	Training/Education/Mtgs/Travel	\$ 2,000.00	\$ 145.00	\$ 145.00	\$ 1,855.00	\$ -	92.75%
01-40-470-500180	Accrued Sick Leave Expenses	\$ 7,500.00	\$ (95.26)	\$ 16.14	\$ 7,483.86	\$ -	99.78%
01-40-470-500185	Accrued Vacation Expenses	\$ 8,500.00	\$ (543.69)	\$ 817.81	\$ 7,682.19	\$ -	90.38%
01-40-470-500187	Accrued Leave Payments	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -	100.00%
01-40-470-500195	CIP Related Labor	\$ -	\$ (4,349.96)	\$ (4,349.96)	\$ 4,349.96	\$ -	0.00%
	<b>OPERATIONS Personnel</b>	\$ <b>4,753,800.00</b>	\$ <b>171,687.22</b>	\$ <b>566,711.97</b>	\$ <b>4,187,088.03</b>	\$ -	<b>88.08%</b>
<b>410</b>	<b>Source of Supply Materials &amp; Supplies</b>						
01-40-410-501101	Electricity - Wells	\$ 3,100,000.00	\$ 93,283.06	\$ 93,283.06	\$ 3,006,716.94	\$ -	96.99%
01-40-410-501201	Gas - Wells	\$ 500.00	\$ 14.79	\$ 30.08	\$ 469.92	\$ -	93.98%
01-40-410-510011	Treatment and Chemicals	\$ 221,000.00	\$ 21,365.40	\$ 21,365.40	\$ 199,634.60	\$ -	90.33%
01-40-410-510021	Lab Testing	\$ 94,500.00	\$ 5,643.53	\$ 10,706.56	\$ 83,793.44	\$ -	88.67%
01-40-410-510031	Small Tools, Parts, & Maint	\$ 7,000.00	\$ 279.81	\$ 1,340.78	\$ 5,659.22	\$ -	80.85%
01-40-410-520021	Maint & Repair-Telemetry	\$ 5,000.00	\$ -	\$ 154.70	\$ 4,845.30	\$ -	96.91%
01-40-410-520061	Maint & Repair-Pumping Equip	\$ 118,000.00	\$ 519.87	\$ 29,519.34	\$ 88,480.66	\$ -	74.98%
01-40-410-530001	Minor Capital Acquisitions	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	100.00%
01-40-410-550066	Subscriptions	\$ 2,000.00	\$ -	\$ 1,633.26	\$ 366.74	\$ -	18.34%
<b>430</b>	<b>Cross-Connection/Non-Potable Water Materials &amp; Supplies</b>						
01-40-430-510031	Small Tools Parts & Maint	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
01-40-430-540001	Backflow Maintenance	\$ 15,000.00	\$ (20.00)	\$ 573.70	\$ 14,426.30	\$ -	96.18%
01-40-430-550066	Subscriptions	\$ 3,700.00	\$ -	\$ -	\$ 3,700.00	\$ -	100.00%
<b>440</b>	<b>Transmission &amp; Distribution Materials &amp; Supplies</b>						
01-40-440-500178	General Safety Supplies	\$ 12,000.00	\$ 393.48	\$ 1,068.79	\$ 10,931.21	\$ -	91.09%
01-40-440-510031	Small Tools, Parts, & Maint	\$ 18,000.00	\$ 336.97	\$ 6,475.99	\$ 11,524.01	\$ 1,608.72	55.08%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
01-40-440-520071	Maint & Repair-Pipeline/FireHy	\$ 145,000.00	\$ 11,372.34	\$ 11,545.68	\$ 133,454.32	\$ 748.33	91.52%
01-40-440-520081	Maint & Repair-Hydraulic Valve	\$ 42,000.00	\$ -	\$ -	\$ 42,000.00	\$ -	100.00%
01-40-440-530001	Minor Capital Acquisitions	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-40-440-540024	Inventory Adjustments	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	100.00%
01-40-440-540036	Line Locates	\$ 3,800.00	\$ 196.85	\$ 401.10	\$ 3,398.90	\$ -	89.44%
01-40-440-540042	Meters Maintenance & Services	\$ 200,000.00	\$ 1,194.45	\$ 7,555.68	\$ 192,444.32	\$ 748.33	95.85%
01-40-440-540078	Reservoir Maintenance	\$ 65,000.00	\$ -	\$ 81.55	\$ 64,918.45	\$ -	99.87%
<b>470</b>	<b>Maintenance &amp; General Plant Materials &amp; Supplies</b>						
2001-40-470-501111	Electricity -560 Magnolia Ave	\$ 44,000.00	\$ -	\$ -	\$ 44,000.00	\$ -	100.00%
2001-40-470-501121	Electricity -12303 Oak Glen Rd	\$ 4,000.00	\$ 37.74	\$ 37.74	\$ 3,962.26	\$ -	99.06%
2001-40-470-501131	Electricity -13695 Oak Glen Rd	\$ 3,600.00	\$ 286.94	\$ 286.94	\$ 3,313.06	\$ -	92.03%
2001-40-470-501141	Electricity -13697 Oak Glen Rd	\$ 3,600.00	\$ 225.37	\$ 465.92	\$ 3,134.08	\$ -	87.06%
2001-40-470-501151	Electricity -9781 AveMiravilla	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	100.00%
2001-40-470-501161	Electricity -815 E 12th St	\$ 15,400.00	\$ -	\$ -	\$ 15,400.00	\$ -	100.00%
2001-40-470-501171	Electricity -851 E 6th St	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00	\$ -	100.00%
2001-40-470-501321	Propane -12303 Oak Glen Rd	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	100.00%
2001-40-470-501331	Propane -13695 Oak Glen Rd	\$ 4,000.00	\$ -	\$ 165.35	\$ 3,834.65	\$ -	95.87%
2001-40-470-501341	Propane -13697 Oak Glen Rd	\$ 5,500.00	\$ -	\$ 552.41	\$ 4,947.59	\$ -	89.96%
2001-40-470-501351	Propane -9781 AveMiravilla	\$ 2,300.00	\$ -	\$ 377.36	\$ 1,922.64	\$ -	83.59%
2001-40-470-501411	Sanitation -560 Magnolia Ave	\$ 7,500.00	\$ 266.29	\$ 772.54	\$ 6,727.46	\$ -	89.70%
2001-40-470-501461	Sanitation -815 E 12th Ave	\$ 6,500.00	\$ 533.51	\$ 1,067.02	\$ 5,432.98	\$ -	83.58%
2001-40-470-501471	Sanitation -11083 Cherry Ave	\$ 7,000.00	\$ -	\$ 366.32	\$ 6,633.68	\$ -	94.77%
2001-40-470-501481	Sanitation - 39500 Brookside	\$ 8,000.00	\$ -	\$ 514.54	\$ 7,485.46	\$ -	93.57%
2001-40-470-501600	Property Maintenance & Repairs	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	100.00%
2001-40-470-501611	Maint & Repair-560 Magnolia	\$ 83,600.00	\$ 1,124.90	\$ 3,541.67	\$ 80,058.33	\$ -	95.76%
2001-40-470-501621	Maint & Repair-12303 Oak Glen	\$ 31,000.00	\$ 3.86	\$ 3.86	\$ 30,996.14	\$ -	99.99%
2001-40-470-501631	Maint & Repair-13695 Oak Glen	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	100.00%
2001-40-470-501641	Maint & Repair-13697 Oak Glen	\$ 7,000.00	\$ 4,278.22	\$ 4,448.25	\$ 2,551.75	\$ -	36.45%
2001-40-470-501651	Maint & Repair-9781 Avenida	\$ 4,500.00	\$ -	\$ 110.00	\$ 4,390.00	\$ -	97.56%
2001-40-470-501661	Maint & Repair-815 E 12th St	\$ 83,000.00	\$ 738.60	\$ 2,841.35	\$ 80,158.65	\$ -	96.58%
2001-40-470-501671	Maint & Repair-851 E 6th St	\$ 4,200.00	\$ 288.00	\$ 761.46	\$ 3,438.54	\$ -	81.87%
2001-40-470-501681	Maint & Repair-39500 Brookside	\$ 5,000.00	\$ 70.00	\$ 70.00	\$ 4,930.00	\$ -	98.60%
2001-40-470-501691	Maint & Repair-Buildings(Gen)	\$ 80,000.00	\$ 478.93	\$ 1,120.74	\$ 78,879.26	\$ -	98.60%
2001-40-470-510001	Auto/Fuel	\$ 179,300.00	\$ 10,025.68	\$ 18,313.48	\$ 160,986.52	\$ -	89.79%
01-40-470-510002	CJP Related Fuel	\$ (10,000.00)	\$ -	\$ -	\$ (10,000.00)	\$ -	100.00%
01-40-470-520011	Maint & Repair-Safety Equip	\$ 20,000.00	\$ 30.14	\$ 30.14	\$ 19,969.86	\$ -	99.85%
01-40-470-520031	Maint & Repair-General Equip	\$ 80,000.00	\$ 1,781.62	\$ 7,714.20	\$ 72,285.80	\$ -	90.36%
01-40-470-520041	Maintenance & Repair-Fleet	\$ 80,000.00	\$ 26,557.13	\$ 32,685.86	\$ 47,314.14	\$ -	59.14%
01-40-470-520051	Maintenance & Repair-Paving	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	\$ -	100.00%
01-40-470-520053	Maint & Repair-Paving-Beaumont	\$ 300,000.00	\$ 37,292.55	\$ 37,292.55	\$ 262,707.45	\$ -	87.57%
01-40-470-530001	Minor Capital Acquisitions	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-40-470-540052	Encroachment Permits	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	100.00%
	<b>OPERATIONS Materials &amp; Supplies</b>	\$ <b>5,344,400.00</b>	\$ <b>218,600.03</b>	\$ <b>299,275.37</b>	\$ <b>5,045,124.63</b>	\$ <b>3,105.38</b>	<b>94.34%</b>

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail
<b>410</b>	<b>Source of Supply Services</b>						
01-40-410-500501	State Project Water Purchases	\$ 4,468,800.00	\$ -	\$ -	\$ 4,468,800.00	\$ -	100.00%
01-40-410-540084	Regulations Mandates & Tariffs	\$ 160,000.00	\$ 10,215.94	\$ 28,540.24	\$ 131,459.76	\$ -	82.16%
<b>430</b>	<b>Cross-Connection/Non-Potable Water Services</b>						
01-40-430-550051	Advertising/Legal Notices	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
<b>440</b>	<b>Transmission &amp; Distribution Services</b>						
01-40-440-550051	Advertising/Legal Notices	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-40-440-500190	Temporary Labor	\$ 63,300.00	\$ 4,550.62	\$ 9,070.90	\$ 54,229.10	\$ -	85.67%
<b>470</b>	<b>Maintenance &amp; General Plant Services</b>						
01-40-470-540030	Landscape Maintenance	\$ 82,000.00	\$ 5,047.18	\$ 10,087.18	\$ 71,912.82	\$ -	87.70%
01-40-470-540072	NCRF, Canyons, & Pond Maint	\$ 260,300.00	\$ 5,351.33	\$ 20,151.99	\$ 240,148.01	\$ 5,818.14	90.02%
	<b>OPERATIONS Services</b>	\$ <b>5,039,900.00</b>	\$ <b>25,165.07</b>	\$ <b>67,850.31</b>	\$ <b>4,972,049.69</b>	\$ <b>5,818.14</b>	<b>98.54%</b>
	<b>OPERATIONS Total</b>	\$ <b>15,138,100.00</b>	\$ <b>415,452.32</b>	\$ <b>933,837.65</b>	\$ <b>14,204,262.35</b>	\$ <b>8,923.52</b>	<b>93.77%</b>
<b>50</b>	<b>GENERAL</b>						
01-50-510-500112	Stipend-Association Mtg Attend	\$ 1,300.00	\$ -	\$ 75.00	\$ 1,225.00	\$ -	94.23%
	<b>Personnel</b>	\$ <b>1,300.00</b>	\$ <b>-</b>	\$ <b>75.00</b>	\$ <b>1,225.00</b>	\$ <b>-</b>	<b>94.23%</b>
01-50-510-502001	Rents/Leases	\$ 35,000.00	\$ -	\$ 5,792.00	\$ 29,208.00	\$ -	83.45%
01-50-510-510031	Small Tools, Parts, & Maint	\$ 1,000.00	\$ -	\$ 32.82	\$ 967.18	\$ -	96.72%
01-50-510-540066	Property Damage and Theft	\$ 60,000.00	\$ -	\$ 99.04	\$ 59,900.96	\$ -	99.83%
01-50-510-550040	General Supplies	\$ 19,800.00	\$ 278.34	\$ 507.39	\$ 19,292.61	\$ -	97.44%
01-50-510-550060	Public Ed/Community Outreach	\$ 14,000.00	\$ -	\$ 892.14	\$ 13,107.86	\$ -	93.63%
01-50-510-550072	Miscellaneous Operating Exp	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-50-510-550074	Disaster Prepared Ongoing Exp	\$ 11,000.00	\$ -	\$ 769.92	\$ 10,230.08	\$ -	93.00%
	<b>General Materials &amp; Supplies</b>	\$ <b>141,800.00</b>	\$ <b>278.34</b>	\$ <b>8,093.31</b>	\$ <b>133,706.69</b>	\$ <b>-</b>	<b>94.29%</b>
01-50-510-550096	Beaumont Basin Watermaster	\$ 135,000.00	\$ 9,756.46	\$ 13,889.00	\$ 121,111.00	\$ -	89.71%
01-50-510-550097	SAWPA Basin Monitoring Program	\$ 30,000.00	\$ 2,373.68	\$ 4,747.36	\$ 25,252.64	\$ -	84.18%
	<b>General Services</b>	\$ <b>165,000.00</b>	\$ <b>12,130.14</b>	\$ <b>18,636.36</b>	\$ <b>146,363.64</b>	\$ <b>-</b>	<b>88.71%</b>
	<b>GENERAL Total</b>	\$ <b>308,100.00</b>	\$ <b>12,408.48</b>	\$ <b>26,804.67</b>	\$ <b>281,295.33</b>	\$ <b>-</b>	<b>91.30%</b>
	<b>ALL EXPENSES Total</b>	\$ <b>25,829,000.00</b>	\$ <b>1,049,277.29</b>	\$ <b>2,383,248.51</b>	\$ <b>23,445,751.49</b>	\$ <b>8,923.52</b>	<b>90.74%</b>



**Beaumont-Cherry Valley Water District  
Board of Directors Regular Meeting  
April 9, 2025**

**Item 3b**

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** February 28, 2025 Cash Balance and Investment Report

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**Staff Recommendation**

Approve the February 28, 2025, Cash Balance and Investment Report.

**Summary**

Attached is the Cash and Investment Report as of February 28, 2025. The District's total invested cash and marketable securities have a market value of \$86,218,505.08.

**Analysis**

The attached reports include the following elements following 5045.17 Investment Reporting:

- a. Listing of individual securities held at the end of the reporting period;
- b. Cost and market value of all securities, including realized and unrealized market value gains or losses per GASB requirements;
- c. Average weighted yield to maturity of the portfolio;
- d. Listing of investment by maturity date;
- e. Percentage of the total portfolio, which each type of investment represents;
- f. Statement of compliance with Investment Policy, including an explanation of any compliance exceptions (CGC Section 53646); and
- g. Certification of sufficient liquidity to meet budgeted expenditures over the ensuing six months (CGC Section 53646)

Investments, in type, maturity, and percentage of the total portfolio, follow the existing Board approved investment policy.

The weighted average maturity (WAM) of the portfolio is 491 days. The maximum WAM allowed by the Investment Policy is 1,825 days. The current portfolio and expected revenue cash flow will be sufficient to meet budgeted expenditure requirements for the next six months and the foreseeable future.

**Attachment(s)**

1. February 28, 2025, Cash Balance and Investment Report
2. Local Agency Investment Fund February 2025 Statement
3. Chandler Asset Management Portfolio Summary as of February 28, 2025
4. Chandler Asset Management Statement of Compliance as of February 28, 2025
5. Chandler Asset Management Holdings Report as of February 28, 2025
6. Chandler Asset Management Income Earned Report as of February 28, 2025

Staff Report prepared by Erica Gonzales, Management Analyst II





**Beaumont-Cherry Valley Water District  
Cash Balance & Investment Report <sup>(1)</sup>  
As of February 28, 2025**

Account Name	Wells Fargo	Account Ending #	Balance	Cash Balance Per Account	Difference
General	4152		\$2,987,150.68	\$2,110,316.56	\$876,834.12
<b>Total Cash</b>			<b>\$ 2,987,150.68</b>	<b>\$ 2,110,316.56</b>	<b>\$ 876,834.12</b>

Investment Summary

Account Name	Market Value	Prior Month Balance	Difference	Actual % of Total	Rate	Current Period Income	Income Year-to-Date <sup>(3)</sup>
Ca. State Treasurer's Office: Local Agency Investment Fund	\$42,764,549.21	\$42,764,549.21	\$0.00	51%	4.34%	\$0.00	\$0.00
CalTRUST Short Term Fund	\$0.00	\$0.00 <sup>(4)</sup>	\$0.00	0%	4.41%	\$0.00	\$0.00
Chandler Investment Services	\$40,466,805.19 <sup>(2)</sup>	\$40,155,612.32	\$311,192.87	49%	4.25%	\$131,580.36	\$268,614.42
<b>Total Investments</b>	<b>\$83,231,354.40</b>	<b>\$82,920,161.53</b>	<b>\$311,192.87</b>				<b>\$268,614.42</b>

**Total Cash & Investments \$ 86,218,505.08**      **\$1,188,026.99**

Account Name	Book Value	Prior Month Balance	Difference
Chandler Investment Services	\$39,995,137.96	\$39,857,041.35	\$138,096.51
<b>Book - MV</b>	<b>\$ (471,667.33)</b>	<b>\$ (298,570.97)</b>	<b>\$138,096.51</b>

The investments above are in accordance with the District's investment policy, William Clayton, Finance Manager

BCVWD will be able to meet its cash flow obligations for the next 6 months. Sylvia Molina, Assistant Director of Finance and Administration

The investments above have been reviewed by the General Manager Daniel K. Jaggars, General Manager

<sup>(1)</sup> All investments held are in compliance with the District's Investment Policy pertaining to maximum specified percentages of the District's portfolio, maturity, and par amount.  
<sup>(2)</sup> Market Value is the value of the investment if sold at the end of the period. Book Value is the value of the investment is held until maturity.  
<sup>(3)</sup> Income Year-to-Date is based on Income Earned for each reporting period in total prior to the application of bank fees.  
<sup>(4)</sup> Redemption of full investment March 2022.

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001


March 04, 2025

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[PMIA Average Monthly Yields](#)

BEAUMONT-CHERRY VALLEY WATER DISTRICT

TREASURER  
P.O. BOX 2037  
BEAUMONT, CA 92223

[Tran Type Definitions](#)

  
February 2025 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	42,764,549.21
Total Withdrawal:	0.00	Ending Balance:	42,764,549.21

# PORTFOLIO SUMMARY

BCVWD Consolidated | [REDACTED]

| As of February 28, 2025



## Portfolio Characteristics

Average Modified Duration	0.87
Average Coupon	4.05%
Average Purchase YTM	4.26%
Average Market YTM	4.27%
Average Credit Quality*	AA+
Average Final Maturity	1.05
Average Life	0.96

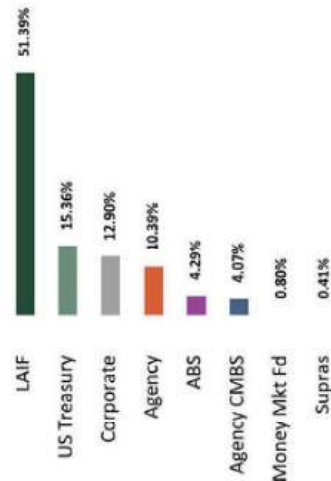
## Account Summary

	End Values as of 01/31/2025	End Values as of 02/28/2025
Market Value	82,755,180.74	83,219,408.39
Accrued Interest	331,975.84	325,910.51
<b>Total Market Value</b>	<b>83,087,156.58</b>	<b>83,545,318.90</b>
Income Earned	979,948.59	134,968.71
Cont/WD	(1,964,092.66)	0.00
Par	83,019,452.87	83,292,369.47
Book Value	82,788,585.79	83,073,651.57
Cost Value	82,473,509.98	82,760,899.46

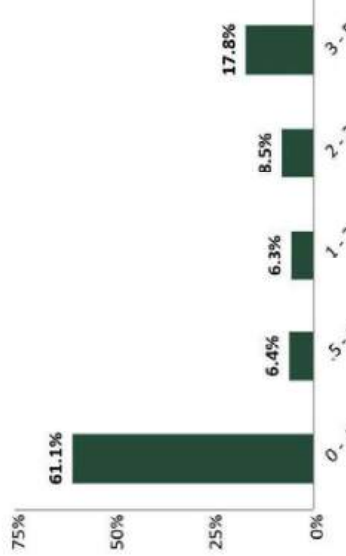
## Top Issuers

LAIF	51.39%
Government of The United States	15.36%
Farm Credit System	6.24%
FHLMC	4.07%
Federal Home Loan Banks	3.57%
First American Govt Oblig fund	0.80%
Toyota Motor Corporation	0.63%
Toyota Auto Receivables Owner Trust	0.63%

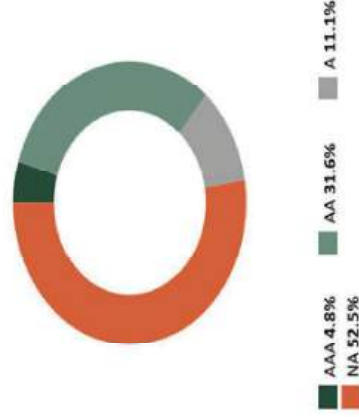
## Sector Allocation



## Maturity Distribution



## Credit Quality (S&P)



\*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

# STATEMENT OF COMPLIANCE



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
<b>AGENCY MORTGAGE SECURITIES (CMOS)</b>				
Max % (MV; ABS, CMO, & MBS)	20.0	8.3	Compliant	
Max Maturity (Years)	5.0	3.9	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
<b>ASSET-BACKED SECURITIES (ABS)</b>				
Max % (MV; ABS, CMO & MBS)	20.0	8.3	Compliant	
Max % Issuer (MV)	5.0	0.5	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
<b>BANKERS' ACCEPTANCES</b>				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
<b>CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)</b>				
Max % (MV)	50.0	0.0	Compliant	
<b>COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)</b>				
Max % Issuer (MV)	5.0	0.0	Compliant	
<b>COMMERCIAL PAPER</b>				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
<b>CORPORATE MEDIUM TERM NOTES</b>				
Max % (MV)	30.0	12.9	Compliant	
Max % Issuer (MV)	5.0	0.6	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
<b>FEDERAL AGENCIES</b>				
Max % (MV)	100.0	10.4	Compliant	
Max Maturity (Years)	5	3	Compliant	
<b>LOCAL GOVERNMENT INVESTMENT POOL (LGIP)</b>				
Min Rating (AA- by 1)	0.0	0.0	Compliant	

# STATEMENT OF COMPLIANCE



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
<b>MONEY MARKET MUTUAL FUNDS</b>				
Max % (MV)	20.0	0.8	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
<b>MORTGAGE-BACKED SECURITIES (NON-AGENCY)</b>				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
<b>MUNICIPAL SECURITIES (CA, LOCAL AGENCY)</b>				
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
<b>MUNICIPAL SECURITIES (CA, OTHER STATES)</b>				
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
<b>NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)</b>				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
<b>REPURCHASE AGREEMENTS</b>				
Max % (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
<b>REVERSE REPURCHASE AGREEMENTS</b>				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Days)	92.0	0.0	Compliant	
<b>SUPRANATIONAL OBLIGATIONS</b>				
Max % (MV)	30.0	0.4	Compliant	
Max % Issuer (MV)	5.0	0.4	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
<b>U.S. TREASURIES</b>				
Max % (MV)	100.0	15.4	Compliant	
Max Maturity (Years)	5	4	Compliant	

# HOLDINGS REPORT



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
<b>ABS</b>									
05593AAC3	BMWLT 2023-1 A3 5.16 11/25/2025	1,802.30	02/07/2023 5.43%	1,802.26 1,802.29	100.07 4.07%	1,803.53 1.55	0.00% 1.25	AAA/AAA NA	0.74 0.06
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	6,038.45	05/02/2022 3.81%	5,722.38 5,959.62	99.83 3.56%	6,027.97 1.40	0.01% 68.35	AAA/NA AAA	1.04 0.06
89238JAC9	TAOT 2021-D A3 0.71 04/15/2026	3,803.63	12/14/2022 5.27%	3,582.10 3,729.47	99.58 5.08%	3,787.48 1.20	0.00% 58.01	NA/AAA AAA	1.13 0.10
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	20,220.33	08/15/2022 3.87%	20,219.12 20,219.95	99.73 4.61%	20,166.48 27.24	0.02% (53.47)	NA/AAA AAA	1.39 0.31
89238FAD5	TAOT 2022-B A3 2.93 09/15/2026	65,603.28	-- 3.31%	65,138.44 65,449.95	99.53 4.58%	65,296.97 85.43	0.08% (152.98)	AAA/AAA NA	1.54 0.29
362585AC5	GMCAR 2022-2 A3 3.1 02/16/2027	14,846.39	04/05/2022 3.16%	14,843.28 14,845.39	99.48 4.58%	14,769.13 19.18	0.02% (76.26)	AAA/AAA NA	1.97 0.35
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	56,741.38	07/12/2022 3.77%	56,735.96 56,739.35	99.61 4.77%	56,519.79 94.32	0.07% (219.56)	AAA/NA AAA	1.97 0.39
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	300,000.00	06/20/2024 5.40%	298,406.25 298,806.67	100.61 4.40%	301,816.56 249.00	0.36% 3,009.89	AAA/AAA NA	2.07 0.96
89231CAD9	TAOT 2022-C A3 3.76 04/15/2027	84,391.85	08/08/2022 3.80%	84,377.75 84,385.66	99.59 4.61%	84,047.63 141.03	0.10% (338.03)	NA/AAA AAA	2.13 0.50
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	26,397.93	07/06/2022 3.93%	26,397.75 26,397.86	99.67 4.65%	26,311.32 40.04	0.03% (86.54)	AAA/NA AAA	2.13 0.33
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	40,574.98	02/16/2023 5.09%	40,567.44 40,571.10	100.30 4.55%	40,695.19 56.81	0.05% 124.09	AAA/NA AAA	2.14 0.55
02582JIT8	AMXCA 2022-2 A 3.39 05/17/2027	235,000.00	05/17/2022 3.42%	234,948.02 234,994.83	99.79 4.50%	234,501.75 354.07	0.28% (493.07)	NA/AAA AAA	0.21 0.19
47800BAC2	JDOT 2022-C A3 5.09 06/15/2027	135,787.56	10/12/2022 3.29%	135,777.02 135,782.66	100.34 4.43%	136,255.13 307.18	0.16% 472.47	AAA/NA AAA	2.29 0.48
36269WAD1	GMALT 2024-2 A3 5.39 07/20/2027	140,000.00	05/07/2024 5.85%	139,991.87 139,993.90	101.18 4.39%	141,647.58 230.57	0.17% 1,653.68	NA/AAA AAA	2.39 1.10
58770AAC7	MBART 2023-1 A3 4.51 11/15/2027	87,415.32	01/18/2023 4.56%	87,404.83 87,409.41	100.03 4.50%	87,442.50 175.22	0.11% 33.09	NA/AAA AAA	2.71 0.57
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	290,000.00	02/13/2024 5.27%	289,987.39 289,990.27	100.99 4.48%	292,862.50 671.51	0.35% 2,872.23	AAA/AAA NA	3.46 1.25
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	410,000.00	09/07/2023 5.17%	409,886.35 409,919.51	101.34 4.29%	415,495.64 940.27	0.50% 5,576.13	NA/AAA AAA	3.55 1.44

# HOLDINGS REPORT



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	95,000.00	03/11/2024 5.12%	94,994.68 94,995.76	100.89 4.28%	95,845.87 209.42	0.12% 850.11	AAA/NA AAA	3.71 1.22
437930AC4	HAROT 2024-2 A3 5.27 11/20/2028	105,000.00	05/14/2024 5.27%	104,987.24 104,989.44	101.37 4.38%	106,442.41 199.82	0.13% 1,452.96	NA/AAA AAA	3.73 1.44
448973AD9	HART 2024-A A3 4.99 02/15/2029	155,000.00	03/11/2024 5.05%	154,965.82 154,972.42	100.95 4.41%	156,472.21 343.76	0.19% 1,499.79	NA/AAA AAA	3.97 1.50
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	375,000.00	-- 5.24%	377,153.11 376,978.51	101.21 4.38%	379,524.15 323.75	0.46% 2,545.64	AAA/AAA NA	4.00 1.40
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	100,000.00	06/11/2024 5.26%	99,980.45 99,983.34	101.70 4.12%	101,703.96 231.11	0.12% 1,720.62	AAA/NA AAA	4.04 1.49
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	195,000.00	06/06/2024 4.93%	194,989.06 194,990.68	101.44 4.28%	197,802.17 427.27	0.24% 2,811.49	AAA/AAA NA	4.21 2.04
89239TAD4	TAOT 2024-D A3 4.4 06/15/2029	125,000.00	10/10/2024 4.44%	124,993.03 124,993.58	100.16 4.35%	125,206.03 244.44	0.15% 212.44	AAA/AAA NA	4.29 1.81
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	235,000.00	11/19/2024 4.66%	234,992.46 234,992.89	100.66 4.35%	236,561.32 481.49	0.28% 1,568.42	AAA/NA AAA	4.46 2.15
89240JAD3	TAOT 25A A3 4.64 08/15/2029	240,000.00	01/22/2025 4.69%	239,990.38 239,990.56	100.81 4.31%	241,932.31 494.93	0.29% 1,941.75	AAA/NA AAA	4.46 2.13
<b>Total ABS</b>		<b>3,543,623.40</b>	<b>4.81%</b>	<b>3,542,834.45</b> <b>3,543,885.08</b>	<b>100.77</b> <b>4.39%</b>	<b>3,570,937.56</b> <b>6,351.99</b>	<b>4.29%</b> <b>27,052.49</b>		<b>3.21</b> <b>1.27</b>
<b>AGENCY</b>									
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	500,000.00	06/22/2022 3.24%	456,750.00 493,394.95	98.14 4.36%	490,681.11 31.25	0.59% (2,713.84)	AAA/AA AA	0.49 0.47
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	600,000.00	01/24/2024 4.40%	596,940.00 598,625.52	99.97 4.16%	599,805.04 2,681.25	0.72% 1,179.51	AAA/AA AA	0.90 0.86
3133EPB13	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 02/23/2026	725,000.00	02/21/2023 4.50%	722,426.25 724,156.96	100.16 4.20%	726,165.58 704.86	0.87% 2,008.62	AAA/AA AA	0.99 0.94
3130ALEM2	FEDERAL HOME LOAN BANKS 0.79 02/25/2026	400,000.00	05/12/2022 2.93%	369,200.00 391,966.18	96.73 4.24%	386,919.45 52.67	0.46% (5,046.74)	AAA/AA AA	0.99 0.96
3133EPCF0	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	750,000.00	03/23/2023 3.97%	760,837.50 753,693.23	100.33 4.16%	752,471.73 16,781.25	0.90% (1,221.50)	AAA/AA AA	1.01 0.97
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	475,000.00	12/18/2023 4.23%	480,111.00 478,007.04	100.91 4.07%	479,307.94 6,346.53	0.58% 1,300.91	AAA/AA AA	1.72 1.61

# HOLDINGS REPORT



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133EPK79	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 12/07/2026	475,000.00	12/18/2023 4.22%	476,961.75 476,169.09	100.46 4.10%	477,178.20 4,848.96	0.57% 1,009.11	AAA/AA AA	1.77 1.66
3130A9YY1	FEDERAL HOME LOAN BANKS 2.125 12/11/2026	900,000.00	11/28/2023 4.60%	837,477.00 863,321.34	96.70 4.07%	870,340.39 4,250.00	1.05% 7,019.05	AAA/AA AA	1.78 1.71
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	750,000.00	03/25/2024 4.45%	751,087.50 750,749.83	100.90 4.04%	756,779.57 14,531.25	0.91% 6,029.74	AAA/AA AA	2.07 1.92
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	465,000.00	04/10/2024 4.85%	463,772.40 464,136.30	101.67 3.91%	472,742.86 8,712.29	0.57% 8,606.56	AAA/AA AA	2.11 1.95
3133EPBM6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 08/23/2027	750,000.00	02/21/2023 4.26%	745,935.00 747,759.55	100.17 4.05%	751,275.29 687.50	0.90% 3,515.75	AAA/AA AA	2.48 2.33
3133EPGW9	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028	800,000.00	04/24/2023 3.76%	804,016.00 802,530.06	99.47 4.05%	795,781.00 10,850.00	0.96% (6,749.06)	AAA/AA AA	3.16 2.89
3133EPUN3	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/28/2028	325,000.00	08/28/2023 4.47%	325,289.25 325,202.13	101.50 4.03%	329,883.09 121.88	0.40% 4,680.97	AAA/AA AA	3.50 3.20
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	750,000.00	09/12/2023 4.49%	746,200.50 747,314.69	101.22 4.00%	759,156.61 15,768.23	0.91% 11,841.92	AAA/AA AA	3.53 3.17
<b>Total Agency</b>		<b>8,665,000.00</b>	<b>4.21%</b>	<b>8,537,004.15</b> <b>8,617,026.86</b>	<b>99.83</b> <b>4.10%</b>	<b>8,648,487.85</b> <b>86,367.91</b>	<b>10.39%</b> <b>31,461.00</b>		<b>1.92</b> <b>1.79</b>
<b>AGENCY CMBS</b>									
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	380,144.39	05/18/2022 3.07%	382,074.81 380,441.13	99.27 4.46%	377,369.83 1,047.93	0.45% (3,071.30)	AAA/AA AAA	0.57 0.45
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	330,257.04	12/15/2022 4.28%	315,859.90 326,280.94	98.54 4.38%	325,429.54 755.46	0.39% (851.39)	AAA/AA AAA	0.91 0.79
3137FOXJ7	FHMS K-737 A2 2.525 10/25/2026	250,000.00	12/12/2023 4.77%	235,546.88 241,803.76	97.29 4.31%	243,235.48 526.04	0.29% 1,431.71	AAA/AA AAA	1.65 1.45
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	534,137.26	04/23/2024 5.17%	511,415.57 519,055.40	98.38 4.28%	525,470.93 1,489.80	0.63% 6,415.54	AAA/AA AAA	1.74 1.56
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	350,000.00	04/18/2024 5.06%	330,654.30 335,976.93	97.53 4.26%	341,364.49 909.13	0.41% 5,387.56	AAA/AA AAA	2.32 2.04
3137FBX3	FHMS K-068 A2 3.244 08/25/2027	600,000.00	10/27/2023 5.24%	559,078.13 573,624.81	97.55 4.26%	585,270.60 1,622.00	0.70% 11,645.79	AAA/AA AA	2.49 2.27



# HOLDINGS REPORT



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	130,000.00	07/10/2023 4.67%	123,083.59 125,612.12	97.48 4.26%	126,728.06 362.92	0.15% 1,115.93	AAA/AA AAA	2.91 2.61
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	450,000.00	12/11/2024 4.40%	441,720.70 442,224.72	98.65 4.26%	443,923.02 1,443.75	0.53% 1,698.30	AAA/AA AAA	3.24 2.90
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	450,000.00	09/24/2024 3.79%	422,912.11 425,608.72	92.73 4.33%	417,282.57 847.50	0.50% (8,326.15)	AAA/AA AAA	3.91 3.57
<b>Total Agency</b>				<b>3,322,345.99</b>	<b>97.49</b>	<b>3,386,074.51</b>	<b>4.07%</b>		<b>2.22</b>
<b>CMBS</b>		<b>3,474,538.69</b>	<b>4.53%</b>	<b>3,370,628.52</b>	<b>4.31%</b>	<b>9,004.53</b>	<b>15,445.99</b>		<b>1.99</b>
<b>CASH</b>									
CCYUSD	Receivable	1,538.66	-- 0.00%	1,538.66 1,538.66	1.00 0.00%	1,538.66 0.00	0.00% 0.00	AAA/AAA AAA	0.00 0.00
CCYUSD	Receivable	313,964.50	-- 0.00%	313,964.50 313,964.50	1.00 0.00%	313,964.50 0.00	0.38% 0.00	AAA/AAA AAA	0.00 0.00
<b>Total Cash</b>		<b>315,503.16</b>	<b>0.00%</b>	<b>315,503.16</b>	<b>1.00</b>	<b>315,503.16</b>	<b>0.38%</b>		<b>0.00</b>
<b>CORPORATE</b>									
00440EAS6	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	450,000.00	-- 3.67%	443,992.50 449,915.25	99.93 5.21%	449,680.18 6,536.25	0.54% (235.07)	A/A A	0.04 0.03
69371RR73	PACCAR FINANCIAL CORP 2.85 04/07/2025	120,000.00	03/31/2022 2.86%	119,968.80 119,998.95	99.82 4.70%	119,785.31 1,368.00	0.14% (213.64)	A/A NA	0.10 0.09
023135CE4	AMAZON.COM INC 3.0 04/13/2025	450,000.00	-- 3.21%	447,451.25 449,890.92	99.81 4.63%	449,164.53 5,175.00	0.54% (726.40)	A/AA AA	0.12 0.11
78016EZ59	ROYAL BANK OF CANADA 3.375 04/14/2025	400,000.00	-- 3.64%	397,033.20 399,878.60	99.85 4.65%	399,392.80 5,137.50	0.48% (485.80)	A/A AA	0.12 0.11
0640GRBC0	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	400,000.00	-- 3.27%	400,918.40 400,020.31	99.81 4.58%	399,259.99 4,690.00	0.48% (760.32)	AA/A AA	0.15 0.14
808513AX3	CHARLES SCHWAB CORP 3.85 05/21/2025	450,000.00	06/22/2022 3.80%	450,561.98 450,011.23	99.86 4.46%	449,363.93 4,812.50	0.54% (647.29)	A/A A	0.22 0.21
63743HF7E	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	60,000.00	04/27/2022 3.46%	59,983.80 59,998.49	99.62 4.76%	59,773.83 437.00	0.07% (224.66)	A/A A	0.29 0.28
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	400,000.00	-- 3.26%	399,859.00 399,966.77	99.39 4.62%	397,571.25 577.78	0.48% (2,395.52)	AA/A NA	0.46 0.44

# HOLDINGS REPORT



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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
89236TKF1	TOYOTA MOTOR CREDIT CORP 3.65 08/18/2025	180,000.00	08/15/2022 3.68%	179,838.00 179,974.87	99.63 4.47%	179,329.22 237.25	0.22% (645.65)	A/A A	0.47 0.45
931142EW9	WALMART INC 3.9 09/09/2025	100,000.00	09/06/2022 3.92%	99,930.00 99,987.74	99.71 4.47%	99,712.86 1,863.33	0.12% (274.88)	AA/AA AA	0.53 0.50
437076CR1	HOME DEPOT INC 4.0 09/15/2025	450,000.00	09/14/2022 4.11%	448,560.00 449,738.90	99.76 4.46%	448,924.32 8,300.00	0.54% (814.59)	A/A A	0.54 0.51
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	145,000.00	10/20/2022 5.50%	144,805.70 144,956.88	100.54 4.60%	145,779.61 2,656.12	0.18% 822.73	A/A A	0.67 0.63
756109BE3	REALTY INCOME CORP 4.625 11/01/2025	400,000.00	09/20/2022 4.64%	399,764.00 399,949.10	100.05 4.54%	400,186.52 6,166.67	0.48% 237.41	A/A NA	0.67 0.48
637432NG6	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.25 11/01/2025	60,000.00	04/14/2022 3.31%	59,880.00 59,977.24	99.12 4.61%	59,470.50 650.00	0.07% (506.74)	A/A A	0.67 0.64
14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/06/2026	370,000.00	01/20/2023 4.35%	374,554.70 371,314.02	100.38 4.33%	371,396.31 2,713.33	0.45% 82.30	A/A A	0.85 0.81
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	350,000.00	12/18/2023 4.56%	354,242.00 352,319.02	101.10 4.25%	353,842.51 1,031.04	0.43% 1,523.49	A/A NA	1.45 1.37
713448FW3	PEPSICO INC 5.125 11/10/2026	150,000.00	11/08/2023 5.13%	149,959.50 149,977.13	101.38 4.27%	152,067.65 2,370.31	0.18% 2,090.52	A/A NA	1.70 1.50
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	455,000.00	-- 4.82%	454,803.50 454,868.97	101.14 4.19%	460,182.38 303.33	0.55% 5,313.41	A/AA NA	1.99 1.80
857477CL5	STATE STREET CORP 4.993 03/18/2027	440,000.00	03/13/2024 4.99%	440,000.00 440,000.00	101.19 4.37%	445,253.66 9,947.17	0.54% 5,253.66	AA/A AA	2.05 1.81
89115A2W1	TORONTO-DOMINION BANK 4.98 04/05/2027	415,000.00	03/26/2024 4.98%	415,000.00 415,000.00	100.94 4.50%	418,895.83 8,381.62	0.50% 3,895.83	A/A AA	2.10 1.93
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	450,000.00	-- 3.99%	450,269.40 450,119.18	99.47 4.25%	447,633.19 5,550.00	0.54% (2,485.98)	A/A A	2.19 2.05
91324PEG3	UNITEDHEALTH GROUP INC 3.7 05/15/2027	115,000.00	05/17/2022 3.69%	115,055.80 115,024.83	98.52 4.41%	113,296.99 1,252.86	0.14% (1,727.84)	A/A A	2.21 2.06
09290DAH4	BLACKROCK INC 4.6 07/26/2027	450,000.00	07/18/2024 4.57%	450,387.00 450,307.78	100.71 4.28%	453,216.65 2,012.50	0.54% 2,908.87	AA/AA NA	2.41 2.17
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	340,000.00	01/06/2025 4.66%	339,898.00 339,902.76	101.07 4.24%	343,639.18 2,283.67	0.41% 3,736.42	A/A A	2.86 2.63
00287YDY2	ABBVIE INC 4.65 03/15/2028	250,000.00	02/18/2025 4.70%	249,667.50 249,668.40	100.61 4.43%	251,534.03 161.46	0.30% 1,865.63	A/A NA	3.04 2.73

# HOLDINGS REPORT



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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	450,000.00	05/23/2023 4.59%	446,175.00 447,534.91	100.03 4.39%	450,156.05 5,830.00	0.54% 2,621.14	AA/A AA	3.21 2.92
58933YBH7	MERCK & CO INC 4.05 05/17/2028	110,000.00	05/08/2023 4.07%	109,910.90 109,942.79	99.66 4.16%	109,627.49 1,287.00	0.13% (315.31)	A/A NA	3.22 2.94
61690U8E3	MORGAN STANLEY BANK NA 4.968 07/14/2028	450,000.00	07/17/2024 4.97%	450,000.00 450,000.00	100.82 4.80%	453,689.06 2,918.70	0.55% 3,689.06	AA/A AA	3.38 2.20
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	230,000.00	01/16/2025 4.92%	230,000.00 230,000.00	100.79 4.76%	231,812.30 1,161.85	0.28% 1,812.30	A/A AA	3.91 2.66
06051GМК2	BANK OF AMERICA CORP 4.979 01/24/2029	495,000.00	01/17/2025 4.98%	495,000.00 495,000.00	100.89 4.78%	499,387.56 2,533.07	0.60% 4,387.56	A/A AA	3.91 2.65
713448FX1	PEPSICO INC 4.5 07/17/2029	300,000.00	07/16/2024 4.52%	299,694.00 299,732.04	100.88 4.28%	302,637.60 1,650.00	0.36% 2,905.56	A/A NA	4.38 3.85
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	475,000.00	08/12/2024 4.22%	474,534.50 474,585.23	99.29 4.38%	471,628.76 942.08	0.57% (2,956.47)	AA/A NA	4.46 4.01
89236TNA9	TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030	340,000.00	01/06/2025 5.00%	339,272.40 339,292.72	101.89 4.51%	346,423.97 2,431.00	0.42% 7,131.25	A/A A	4.86 4.25
<b>Total Corporate</b>		<b>10,700,000.00</b>	<b>4.31%</b>	<b>10,690,970.83</b> <b>10,698,855.03</b>	<b>100.32</b> <b>4.50%</b>	<b>10,733,716.02</b> <b>103,368.39</b>	<b>12.90%</b> <b>34,860.98</b>		<b>1.91</b> <b>1.62</b>
<b>LAIF</b>									
90LAIF500	Local Agency Investment Fund State Pool	42,764,549.21	-- 4.32%	42,764,549.21 42,764,549.21	1.00 4.32%	42,764,549.21 0.00	51.39% 0.00	NA/NA NA	0.00 0.00
<b>Total LAIF</b>		<b>42,764,549.21</b>	<b>4.32%</b>	<b>42,764,549.21</b> <b>42,764,549.21</b>	<b>1.00</b> <b>4.32%</b>	<b>42,764,549.21</b> <b>0.00</b>	<b>51.39%</b> <b>0.00</b>		<b>0.00</b> <b>0.00</b>
<b>MONEY MARKET FUND</b>									
31846V203	FIRST AMER:GVT OBLG Y	669,155.01	-- 3.99%	669,155.01 669,155.01	1.00 3.98%	669,155.01 0.00	0.80% 0.00	AAA/AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>669,155.01</b>	<b>3.99%</b>	<b>669,155.01</b> <b>669,155.01</b>	<b>1.00</b> <b>3.98%</b>	<b>669,155.01</b> <b>0.00</b>	<b>0.80%</b> <b>0.00</b>		<b>0.00</b> <b>0.00</b>
<b>SUPRANATIONAL</b>									
45950KDD9	INTERNATIONAL FINANCE CORP 4.5 07/13/2028	340,000.00	07/06/2023 4.53%	339,622.60 339,745.92	101.34 4.07%	344,561.91 2,040.00	0.41% 4,815.98	AAA/AAA NA	3.37 3.08

# HOLDINGS REPORT



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Cusip	Security Description	Par Value/ Units	Purchase Date	Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
<b>Total</b>		<b>340,000.00</b>	<b>4.53%</b>		<b>339,622.60</b>	<b>101.34</b>	<b>344,561.91</b>	<b>0.41%</b>		<b>3.37</b>
<b>Supranational</b>					<b>339,745.92</b>	<b>4.07%</b>	<b>2,040.00</b>	<b>4,815.98</b>		<b>3.08</b>

<b>US TREASURY</b>										
91282CED9	UNITED STATES TREASURY 1.75 03/15/2025	750,000.00	--	2.92%	726,035.16 749,676.25	99.91 4.34%	749,348.95 6,054.90	0.90% (327.30)	AAA/AA AA	0.04 0.03
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	500,000.00	06/28/2022	3.23%	491,933.59 499,644.48	99.81 4.18%	499,058.60 4,939.90	0.60% (585.88)	AAA/AA AA	0.13 0.12
912828XB1	UNITED STATES TREASURY 2.125 05/15/2025	750,000.00	--	3.08%	729,971.68 748,591.65	99.57 4.27%	746,740.73 4,666.78	0.90% (1,850.92)	AAA/AA AA	0.21 0.20
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	670,000.00	06/28/2022	3.22%	663,457.03 669,359.01	99.57 4.36%	667,136.80 4,021.84	0.80% (2,222.21)	AAA/AA AA	0.29 0.28
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	800,000.00	--	4.30%	732,058.59 791,087.28	98.35 4.30%	786,793.75 160.22	0.95% (4,293.52)	AAA/AA AA	0.42 0.41
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	600,000.00	10/18/2022	4.45%	596,554.69 599,280.65	100.00 4.24%	600,029.30 9,597.53	0.72% 748.65	AAA/AA AA	0.63 0.60
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	750,000.00	11/09/2022	4.55%	748,945.31 749,750.76	100.19 4.22%	751,406.25 9,882.60	0.90% 1,655.49	AAA/AA AA	0.71 0.68
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	750,000.00	--	2.95%	690,097.65 733,107.85	96.48 4.12%	723,632.81 2,348.90	0.87% (9,475.04)	AAA/AA AA	1.08 1.05
91282CFU0	UNITED STATES TREASURY 4.125 10/31/2027	1,000,000.00	09/15/2023	4.56%	983,867.19 989,552.29	100.38 3.97%	1,003,750.00 13,787.98	1.21% 14,197.71	AAA/AA AA	2.67 2.46
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	800,000.00	06/15/2023	3.96%	788,312.50 792,479.93	98.99 3.98%	791,906.25 12,109.89	0.95% (573.68)	AAA/AA AA	3.09 2.84
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	475,000.00	--	3.77%	469,363.29 471,274.54	98.57 3.99%	468,190.43 5,556.98	0.56% (3,084.11)	AAA/AA AA	3.17 2.92
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	750,000.00	02/22/2024	4.13%	739,189.45 741,720.30	100.06 3.98%	750,439.46 4,972.38	0.90% 8,719.15	AAA/AA AA	3.34 3.07
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	600,000.00	--	4.35%	597,252.93 597,993.93	100.89 4.01%	605,367.19 69.29	0.73% 7,373.26	AAA/AA AA	4.00 3.64
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	725,000.00	05/22/2024	4.45%	730,437.50 729,587.04	102.35 4.01%	742,020.51 11,207.96	0.89% 12,433.46	AAA/AA AA	4.17 3.71
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	700,000.00	--	4.11%	711,972.66 710,547.85	101.91 4.01%	713,344.10 7,875.00	0.86% 2,796.25	AAA/AA AA	4.25 3.80
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	450,000.00	09/25/2024	3.51%	452,267.58 452,071.06	98.45 4.00%	443,039.06 44.33	0.53% (9,031.99)	AAA/AA AA	4.50 4.10

# HOLDINGS REPORT



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	750,000.00	10/25/2024 4.02%	732,685.55 733,879.65	97.88 4.01%	734,062.50 10,961.54	0.88% 182.85	AAA/AA AA	4.59 4.12
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	500,000.00	12/30/2024 4.38%	494,531.25 494,717.16	100.47 4.01%	502,344.00 6,893.99	0.60% 7,626.84	AAA/AA AA	4.67 4.15
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	500,000.00	12/30/2024 4.38%	499,980.47 499,981.11	101.56 4.01%	507,812.50 3,625.69	0.61% 7,831.39	AAA/AA AA	4.84 4.29
<b>Total US Treasury</b>		<b>12,820,000.00</b>	<b>3.93%</b>	<b>12,578,914.07</b> <b>12,754,302.78</b>	<b>99.76</b> <b>4.11%</b>	<b>12,786,423.16</b> <b>118,777.70</b>	<b>15.36%</b> <b>32,120.38</b>		<b>2.37</b> <b>2.15</b>
<b>Total Portfolio</b>				<b>82,760,899.46</b>	<b>47.88</b>	<b>83,219,408.39</b>	<b>100.00%</b>		<b>1.05</b>
<b>Total Market Value + Accrued</b>		<b>83,292,369.47</b>	<b>4.26%</b>	<b>83,073,651.57</b>	<b>4.27%</b>	<b>325,910.51</b>	<b>145,756.82</b>		<b>0.87</b>
				<b>83,545,318.90</b>					

# INCOME EARNED



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret./Amort Income Earned	Total Income
<b>CASH &amp; EQUIVALENTS</b>						
31846V203	FIRST AMER:GVT OBLG Y	669,155.01	317,337.35 593,652.54 (241,834.88) 669,155.01	0.00 1,088.03 0.00 1,088.03	0.00 0.00 0.00 1,088.03	1,088.03
CCYUSD	Receivable	315,503.16	168,083.08 0.00 0.00 315,503.16	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			<b>485,420.43</b>	<b>0.00</b>	<b>0.00</b>	
			<b>593,652.54</b>	<b>1,088.03</b>	<b>0.00</b>	
			<b>(241,834.88)</b>	<b>0.00</b>	<b>0.00</b>	
			<b>984,658.17</b>	<b>1,088.03</b>	<b>1,088.03</b>	<b>1,088.03</b>
<b>FIXED INCOME</b>						
00287DY2	ABBVIE INC 4.65 03/15/2028	02/18/2025 02/26/2025 250,000.00	0.00 249,667.50 0.00	0.00 0.00 161.46	0.90 0.00 0.90	162.35
00440EAS6	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	450,000.00	449,745.74 0.00	5,355.00 0.00	169.51 169.51	1,350.76
023135CE4	AMAZON.COM INC 3.0 04/13/2025	450,000.00	449,915.25 449,819.90 0.00	1,181.25 4,050.00 0.00	1,350.76 86.17 (15.14)	1,196.03
02582JIT8	AMXCA 2022-2 A 3.39 05/17/2027	05/17/2022 05/24/2022 235,000.00	234,992.89 0.00 0.00	354.07 663.88 354.07	1.93 0.00 1.93	665.81
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	06/06/2024 06/13/2024 195,000.00	194,990.51 0.00 0.00	427.27 801.12 427.27	0.17 0.00 0.17	801.29

# INCOME EARNED



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret./Amort Income Earned	Total Income
05593AAC3	BMWLT 2023-1 A3 5.16 11/25/2025	02/07/2023 02/15/2023 1,802.30	6,785.60 0.00 (4,983.35) 1,802.29	5.84 29.18 1.55 24.89	0.04 0.00 0.04 24.93	24.93
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	06/20/2024 06/21/2024 300,000.00	298,762.35 0.00 0.00 298,806.67	249.00 1,245.00 249.00 1,245.00	44.31 0.00 44.31 1,289.31	1,289.31
06051GМК2	BANK OF AMERICA CORP 4.979 01/24/2029	01/17/2025 01/24/2025 495,000.00	495,000.00 0.00 0.00 495,000.00	479.23 0.00 2,533.07 2,053.84	0.00 0.00 0.00 2,053.84	2,053.84
06406RBC0	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	400,000.00	400,044.51 0.00 0.00 400,020.31	3,573.33 0.00 4,690.00 1,116.67	0.39 (24.60) (24.20) 1,092.46	1,092.46
09290DAH4	BLACKROCK INC 4.6 07/26/2027	07/18/2024 07/26/2024 450,000.00	450,317.96 0.00 0.00 450,307.78	287.50 0.00 2,012.50 1,725.00	0.00 (10.17) (10.17) 1,714.83	1,714.83
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	375,000.00	377,028.10 0.00 0.00 376,978.51	323.75 1,618.75 323.75 1,618.75	0.43 (50.03) (49.59) 1,569.16	1,569.16
14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/06/2026	01/20/2023 01/24/2023 370,000.00	371,432.32 0.00 0.00 371,314.02	1,233.33 0.00 2,713.33 1,480.00	0.00 (118.30) (118.30) 1,361.70	1,361.70
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 410,000.00	409,917.76 0.00 0.00 409,919.51	940.27 1,763.00 940.27 1,763.00	1.74 0.00 1.74 1,764.74	1,764.74
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	02/26/2024 455,000.00	454,864.00 0.00 0.00 454,868.97	9,403.33 10,920.00 303.33 1,820.00	6.81 (1.84) 4.97 1,824.97	1,824.97

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24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	01/06/2025 01/09/2025 340,000.00	339,900.15 0.00 0.00 339,902.76	966.17 0.00 2,283.67 1,317.50	2.61 0.00 2.61 1,320.11	1,320.11
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	400,000.00	399,963.70 0.00 0.00 399,966.77	5,994.44 6,500.00 577.78 1,083.33	7.61 (4.53) 3.07 1,086.41	1,086.41
3130A9YY1	FEDERAL HOME LOAN BANKS 2.125 12/11/2026	11/28/2023 11/29/2023 900,000.00	861,741.34 0.00 0.00 863,321.34	2,656.25 0.00 4,250.00 1,593.75	1,580.00 0.00 1,580.00 3,173.75	3,173.75
3130ALEM2	FEDERAL HOME LOAN BANKS 0.79 02/25/2026	05/12/2022 05/13/2022 400,000.00	391,343.06 0.00 0.00 391,966.18	1,369.33 1,580.00 52.67 263.33	623.12 0.00 623.12 886.45	886.45
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/12/2023 09/14/2023 750,000.00	747,256.26 0.00 0.00 747,314.69	13,033.85 0.00 15,768.23 2,734.38	58.42 0.00 58.42 2,792.80	2,792.80
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	12/18/2023 12/19/2023 475,000.00	478,141.54 0.00 0.00 478,007.04	4,515.80 0.00 6,346.53 1,830.73	0.00 (134.50) (134.50) 1,696.23	1,696.23
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	04/10/2024 04/11/2024 465,000.00	464,104.85 0.00 0.00 464,136.30	6,871.67 0.00 8,712.29 1,840.63	31.45 0.00 31.45 1,872.07	1,872.07
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	03/25/2024 03/26/2024 750,000.00	750,777.64 0.00 0.00 750,749.83	11,718.75 0.00 14,531.25 2,812.50	0.00 (27.81) (27.81) 2,784.69	2,784.69
3133EPB13	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 02/23/2026	02/21/2023 02/23/2023 725,000.00	724,091.20 0.00 0.00 724,156.96	13,921.01 15,859.38 704.86 2,643.23	65.75 0.00 65.75 2,708.99	2,708.99



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3133EPBM6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 08/23/2027	02/21/2023 02/23/2023 750,000.00	747,690.23 0.00 0.00 747,759.55	13,578.13 15,468.75 687.50 2,578.13	69.32 0.00 69.32 2,647.44	2,647.44
3133EPCF0	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/02/2026	03/23/2023 03/24/2023 750,000.00	753,975.77 0.00 0.00 753,693.23	13,968.75 0.00 16,781.25 2,812.50	0.00 (282.54) (282.54) 2,529.96	2,529.96
3133EPGW9	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 04/25/2028	04/24/2023 04/25/2023 800,000.00	802,591.61 0.00 0.00 802,530.06	8,266.67 0.00 10,850.00 2,583.33	0.00 (61.55) (61.55) 2,521.79	2,521.79
3133EPK79	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 12/07/2026	12/18/2023 12/19/2023 475,000.00	476,219.76 0.00 0.00 476,169.09	3,117.19 0.00 4,848.96 1,731.77	0.00 (50.67) (50.67) 1,681.10	1,681.10
3133EPUN3	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/28/2028	08/28/2023 08/29/2023 325,000.00	325,206.56 0.00 0.00 325,202.13	6,215.63 7,312.50 121.88 1,218.75	0.00 (4.44) (4.44) 1,214.31	1,214.31
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	01/24/2024 01/25/2024 600,000.00	598,507.83 0.00 0.00 598,625.52	618.75 0.00 2,681.25 2,062.50	117.69 0.00 117.69 2,180.19	2,180.19
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	06/22/2022 06/23/2022 500,000.00	492,350.09 0.00 0.00 493,394.95	812.50 937.50 31.25 156.25	1,044.87 0.00 1,044.87 1,201.12	1,201.12
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	05/18/2022 05/23/2022 380,144.39	386,351.67 0.00 (5,860.11) 380,441.13	1,064.09 1,064.09 1,047.93 1,047.94	0.00 (50.43) (50.43) 997.51	997.51
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	12/15/2022 12/20/2022 330,257.04	326,526.73 0.00 (617.73) 326,280.94	756.88 756.88 755.46 755.47	371.94 0.00 371.94 1,127.41	1,127.41

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			Book Value: Acq	Book Value: Disp			
3137BTUM1	FHMS K-061 A2 3.347 11/25/2026	04/23/2024	519,397.63	0.00	1,492.77	723.76	
		04/26/2024	0.00	(1,065.99)	1,492.77	0.00	2,213.56
		534,137.26	519,055.40	1,489.80	723.76		
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	04/18/2024	335,499.25	0.00	909.13	477.67	
		04/23/2024	0.00	0.00	909.13	0.00	1,386.80
		350,000.00	335,976.93	909.13	477.67		
3137FBX3	FHMS K-068 A2 3.244 08/25/2027	10/27/2023	572,788.45	0.00	1,622.00	836.36	
		10/31/2023	0.00	0.00	1,622.00	0.00	2,458.36
		600,000.00	573,624.81	1,622.00	836.36		
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	07/10/2023	125,493.53	0.00	362.92	118.59	
		07/13/2023	0.00	0.00	362.92	0.00	481.51
		130,000.00	125,612.12	362.92	118.59		
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	12/11/2024	442,036.55	0.00	1,443.75	188.17	
		12/16/2024	0.00	0.00	1,443.75	0.00	1,631.92
		450,000.00	442,224.72	1,443.75	188.17		
3137FQXJ7	FHMS K-737 A2 2.525 10/25/2026	12/12/2023	241,407.40	0.00	526.04	396.36	
		12/15/2023	0.00	0.00	526.04	0.00	922.40
		250,000.00	241,803.76	526.04	396.36		
3137H5YC5	FHMS K-748 A2 2.26 01/25/2029	09/24/2024	425,121.59	0.00	847.50	487.13	
		09/27/2024	0.00	0.00	847.50	0.00	1,334.63
		450,000.00	425,608.72	847.50	487.13		
341081GN1	FLORIDA POWER & LIGHT CO 4.4 05/15/2028	05/23/2023	447,475.96	0.00	4,180.00	58.94	
		05/25/2023	0.00	0.00	0.00	0.00	1,708.94
		450,000.00	447,534.91	1,650.00	58.94		
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	11/19/2024	234,992.77	0.00	481.49	0.12	
		11/22/2024	0.00	0.00	902.79	0.00	902.91
		235,000.00	234,992.89	481.49	0.12		

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			Book Value: Acq	Book Value: Disp			
362585AC5	GMCAR 2022-2 A3 3.1 02/16/2027	04/05/2022 04/13/2022 14,846.39	16,604.81 0.00 (1,759.58) 14,845.39	0.00 0.00 19.18 40.63	21.45 42.90 19.18 40.63	0.16 0.00 0.16 40.79	40.79
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	07/06/2022 07/13/2022 26,397.93	29,546.62 0.00 (3,148.77) 26,397.86	0.00 0.00 40.04 84.85	44.81 89.63 40.04 84.85	0.01 0.00 0.01 84.87	84.87
36269WAD1	GMALT 2024-2 A3 5.39 07/20/2027	05/07/2024 05/16/2024 140,000.00	139,993.70 0.00 0.00 139,993.90	0.00 0.00 230.57 628.83	230.57 628.83 230.57 628.83	0.20 0.00 0.20 629.03	629.03
437076CR1	HOME DEPOT INC 4.0 09/15/2025	09/14/2022 09/19/2022 450,000.00	449,701.98 0.00 0.00 449,738.90	0.00 0.00 8,300.00 1,500.00	6,800.00 0.00 8,300.00 1,500.00	36.92 0.00 36.92 1,536.92	1,536.92
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	02/13/2024 02/21/2024 290,000.00	289,990.06 0.00 0.00 289,990.27	0.00 0.00 671.51 1,259.08	671.51 1,259.08 671.51 1,259.08	0.22 0.00 0.22 1,259.30	1,259.30
437930AC4	HAROT 2024-2 A3 5.27 11/20/2028	05/14/2024 05/21/2024 105,000.00	104,989.23 0.00 0.00 104,989.44	0.00 0.00 199.82 461.13	199.82 461.13 199.82 461.13	0.22 0.00 0.22 461.35	461.35
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	02/16/2023 02/24/2023 40,574.98	44,004.10 0.00 (3,433.48) 40,571.10	0.00 0.00 56.81 180.03	61.61 184.84 56.81 180.03	0.48 0.00 0.48 180.51	180.51
43815PAC3	HAROT 2022-2 A3 3.73 07/20/2026	08/15/2022 08/24/2022 20,220.33	23,084.69 0.00 (2,864.82) 20,219.95	0.00 0.00 27.24 67.90	31.09 71.76 27.24 67.90	0.08 0.00 0.08 67.98	67.98
448973AD9	HART 2024-A A3 4.99 02/15/2029	03/11/2024 03/20/2024 155,000.00	154,971.88 0.00 0.00 154,972.42	0.00 0.00 343.76 644.54	343.76 644.54 343.76 644.54	0.53 0.00 0.53 645.07	645.07

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			Book Value: Acq	Book Value: Disp			
45950KDD9	INTERNATIONAL FINANCE CORP 4.5 07/13/2028	07/06/2023 07/13/2023 340,000.00	339,740.14 0.00 0.00	339,745.92	765.00 0.00 2,040.00 1,275.00	5.78 0.00 5.78 1,280.78	1,280.78
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	01/16/2025 01/24/2025 230,000.00	230,000.00 0.00 0.00	230,000.00	219.81 0.00 1,161.85 942.04	0.00 0.00 0.00 942.04	942.04
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	06/11/2024 06/18/2024 100,000.00	99,983.03 0.00 0.00	99,983.34	231.11 433.33 231.11 433.33	0.32 0.00 0.32 433.65	433.65
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	05/02/2022 05/03/2022 6,038.45	10,982.33 0.00 (5,100.00)	10,982.33	2.57 4.83 1.40 3.65	77.29 0.00 77.29 80.95	80.95
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	07/12/2022 07/20/2022 56,741.38	64,478.09 0.00 (7,739.10)	56,739.35	107.18 200.96 94.32 188.10	0.37 0.00 0.37 188.46	188.46
47800BAC2	JDOT 2022-C A3 5.09 06/15/2027	10/12/2022 10/19/2022 135,787.56	150,288.47 0.00 (14,506.52)	135,782.66	340.00 637.50 307.18 604.68	0.70 0.00 0.70 605.39	605.39
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	03/11/2024 03/19/2024 95,000.00	94,995.68 0.00 0.00	94,995.76	209.42 392.67 209.42 392.67	0.09 0.00 0.09 392.76	392.76
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	08/12/2024 08/14/2024 475,000.00	474,578.09 0.00 0.00	474,585.23	9,254.58 9,975.00 942.08 1,662.50	7.14 0.00 7.14 1,669.64	1,669.64
58770AAC7	MBART 2023-1 A3 4.51 11/15/2027	01/18/2023 01/25/2023 87,415.32	94,418.05 0.00 (7,009.29)	87,409.41	189.27 354.88 175.22 340.83	0.65 0.00 0.65 341.49	341.49

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58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/08/2023 05/17/2023 110,000.00	109,941.43 0.00 0.00 109,942.79	915.75 0.00 1,287.00 371.25	1.37 0.00 1.37 372.62	372.62
61690U8E3	MORGAN STANLEY BANK NA 4.968 07/14/2028	07/17/2024 07/19/2024 450,000.00	450,000.00 0.00 0.00 450,000.00	1,055.70 0.00 2,918.70 1,863.00	0.00 0.00 0.00 1,863.00	1,863.00
637432NG6	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.25 11/01/2025	04/14/2022 04/19/2022 60,000.00	59,974.64 0.00 0.00 59,977.24	487.50 0.00 650.00 162.50	2.60 0.00 2.60 165.10	165.10
63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	04/27/2022 05/04/2022 60,000.00	59,998.09 0.00 0.00 59,998.49	264.50 0.00 437.00 172.50	0.40 0.00 0.40 172.90	172.90
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	10/20/2022 10/31/2022 145,000.00	144,951.91 0.00 0.00 144,956.88	1,997.58 0.00 2,656.12 658.54	4.97 0.00 4.97 663.51	663.51
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	450,000.00	450,123.64 0.00 0.00 450,119.18	4,050.00 0.00 5,550.00 1,500.00	3.23 (7.69) (4.46) 1,495.54	1,495.54
69371RR73	PACCAR FINANCIAL CORP 2.85 04/07/2025	03/31/2022 04/07/2022 120,000.00	119,998.15 0.00 0.00 119,998.95	1,083.00 0.00 1,368.00 285.00	0.80 0.00 0.80 285.80	285.80
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	12/18/2023 12/20/2023 350,000.00	352,442.23 0.00 0.00 352,319.02	8,395.63 8,837.50 1,031.04 1,472.92	0.00 (123.21) (123.21) 1,349.71	1,349.71
713448FW3	PEPSICO INC 5.125 11/10/2026	11/08/2023 11/10/2023 150,000.00	149,976.09 0.00 0.00 149,977.13	1,729.69 0.00 2,370.31 640.63	1.03 0.00 1.03 641.66	641.66

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713448FX1	PEPSICO INC 4.5 07/17/2029	07/16/2024 07/17/2024 300,000.00	299,727.35 0.00 0.00 299,732.04	525.00 0.00 1,650.00 1,125.00	4.69 0.00 4.69 1,129.69	1,129.69
756109BE3	REALTY INCOME CORP 4.625 11/01/2025	09/20/2022 09/22/2022 400,000.00	399,943.28 0.00 0.00 399,949.10	4,625.00 0.00 6,166.67 1,541.67	5.82 0.00 5.82 1,547.48	1,547.48
78016EZ59	ROYAL BANK OF CANADA 3.375 04/14/2025	400,000.00	399,801.35 0.00 0.00 399,878.60	4,012.50 0.00 5,137.50 1,125.00	77.25 0.00 77.25 1,202.25	1,202.25
808513AX3	CHARLES SCHWAB CORP 3.85 05/21/2025	06/22/2022 06/24/2022 450,000.00	450,026.95 0.00 0.00 450,011.23	3,368.75 0.00 4,812.50 1,443.75	0.00 (15.72) (15.72) 1,428.03	1,428.03
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/13/2024 03/18/2024 440,000.00	440,000.00 0.00 0.00 440,000.00	8,116.40 0.00 9,947.17 1,830.77	0.00 0.00 0.00 1,830.77	1,830.77
89115A2W1	TORONTO-DOMINION BANK 4.98 04/05/2027	03/26/2024 04/05/2024 415,000.00	415,000.00 0.00 0.00 415,000.00	6,659.37 0.00 8,381.62 1,722.25	0.00 0.00 0.00 1,722.25	1,722.25
89231CAD9	TAOT 2022-C A3 3.76 04/15/2027	08/08/2022 08/16/2022 84,391.85	91,621.24 0.00 (7,236.36) 84,385.66	153.12 287.10 141.03 275.01	0.77 0.00 0.77 275.78	275.78
89236TKF1	TOYOTA MOTOR CREDIT CORP 3.65 08/18/2025	08/15/2022 08/18/2022 180,000.00	179,970.73 0.00 0.00 179,974.87	2,974.75 3,285.00 237.25 547.50	4.14 0.00 4.14 551.64	551.64
89236TNA9	TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030	01/06/2025 01/09/2025 340,000.00	339,281.56 0.00 0.00 339,292.72	1,028.50 0.00 2,431.00 1,402.50	11.16 0.00 11.16 1,413.66	1,413.66

# INCOME EARNED



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret./Amort Income Earned	Total Income
89238FAD5	TAOT 2022-B A3 2.93 09/15/2026	65,603.28	74,862.38 0.00 (9,443.22) 65,449.95	97.73 183.24 85.43 170.94	30.79 0.00 30.79 201.74	201.74
89238JAC9	TAOT 2021-D A3 0.71 04/15/2026	12/14/2022 12/16/2022 3,803.63	5,244.89 0.00 (1,552.83) 3,729.47	1.69 3.17 1.20 2.68	37.41 0.00 37.41 40.09	40.09
89239TAD4	TAOT 2024-D A3 4.4 06/15/2029	10/10/2024 10/17/2024 125,000.00	124,993.47 0.00 0.00 124,993.58	244.44 458.33 244.44 458.33	0.11 0.00 0.11 458.44	458.44
89240JAD3	TAOT 25A A3 4.64 08/15/2029	01/22/2025 01/29/2025 240,000.00	239,990.40 0.00 0.00 239,990.56	61.87 494.93 494.93 928.00	0.16 0.00 0.16 928.16	928.16
912828XB1	UNITED STATES TREASURY 2.125 05/15/2025	750,000.00	748,065.86 0.00 0.00 748,591.65	3,434.05 0.00 4,666.78 1,232.73	525.79 0.00 525.79 1,758.52	1,758.52
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	800,000.00	789,445.46 0.00 0.00 791,087.28	5.52 0.00 160.22 154.70	1,641.82 0.00 1,641.82 1,796.51	1,796.51
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	750,000.00	731,910.43 0.00 0.00 733,107.85	1,916.21 0.00 2,348.90 432.69	1,197.42 0.00 1,197.42 1,630.11	1,630.11
91282CDZ1	UNITED STATES TREASURY 1.5 02/15/2025	0.00	399,797.76 0.00 (400,000.00) 0.00	2,771.74 3,000.00 0.00 228.26	202.24 0.00 202.24 430.50	430.50
91282CED9	UNITED STATES TREASURY 1.75 03/15/2025	750,000.00	749,028.76 0.00 0.00 749,676.25	5,039.71 0.00 6,054.90 1,015.19	647.50 0.00 647.50 1,662.69	1,662.69

# INCOME EARNED



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret./Amort Income Earned	Total Income
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	06/28/2022 06/29/2022 500,000.00	499,423.26 0.00 0.00 499,644.48	3,930.29 0.00 4,939.90 1,009.62	221.21 0.00 221.21 1,230.83	1,230.83
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	06/28/2022 06/29/2022 670,000.00	669,189.69 0.00 0.00 669,359.01	2,540.11 0.00 4,021.84 1,481.73	169.32 0.00 169.32 1,651.05	1,651.05
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	10/18/2022 10/19/2022 600,000.00	599,192.31 0.00 0.00 599,280.65	7,635.99 0.00 9,597.53 1,961.54	88.34 0.00 88.34 2,049.88	2,049.88
91282CFU0	UNITED STATES TREASURY 4.125 10/31/2027	09/15/2023 09/18/2023 1,000,000.00	989,251.94 0.00 0.00 989,552.29	10,597.38 0.00 13,787.98 3,190.61	300.34 0.00 300.34 3,490.95	3,490.95
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	11/09/2022 11/15/2022 750,000.00	749,723.82 0.00 0.00 749,750.76	7,272.10 0.00 9,882.60 2,610.50	26.94 0.00 26.94 2,637.44	2,637.44
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	06/15/2023 06/16/2023 800,000.00	792,292.93 0.00 0.00 792,479.93	9,879.12 0.00 12,109.89 2,230.77	187.00 0.00 187.00 2,417.77	2,417.77
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	475,000.00	471,184.30 0.00 0.00 471,274.54	4,271.06 0.00 5,556.98 1,285.91	90.24 0.00 90.24 1,376.15	1,376.15
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	02/22/2024 02/23/2024 750,000.00	741,529.81 0.00 0.00 741,720.30	2,651.93 0.00 4,972.38 2,320.44	190.49 0.00 190.49 2,510.94	2,510.94
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	600,000.00	597,955.46 0.00 0.00 597,993.93	10,848.07 12,750.00 69.29 1,971.23	107.09 (68.62) 38.47 2,009.70	2,009.70



# INCOME EARNED



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin		Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret./Amort Income Earned	Total Income
			Book Value: Acq	Book Value: Disp			
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	05/22/2024 05/23/2024 725,000.00	729,671.49 0.00 0.00	729,587.04	8,614.38 0.00 11,207.96 2,593.58	0.00 (84.44) (84.44) 2,509.13	2,509.13
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	700,000.00	710,738.15 0.00 0.00	710,547.85	5,451.92 0.00 7,875.00 2,423.08	0.00 (190.30) (190.30) 2,232.78	2,232.78
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	09/25/2024 09/26/2024 450,000.00	452,106.33 0.00 0.00	452,071.06	6,939.57 8,156.25 44.33	0.00 (35.27) (35.27) 1,225.73	1,225.73
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	10/25/2024 10/28/2024 750,000.00	733,610.01 0.00 0.00	733,879.65	8,942.31 0.00 10,961.54 2,019.23	269.64 0.00 269.64 2,288.87	2,288.87
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	12/30/2024 12/31/2024 500,000.00	494,630.40 0.00 0.00	494,717.16	5,298.69 0.00 6,893.99 1,595.30	86.76 0.00 86.76 1,682.06	1,682.06
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	12/30/2024 12/31/2024 500,000.00	499,980.81 0.00 0.00	499,981.11	1,933.70 0.00 3,625.69 1,691.99	0.30 0.00 0.30 1,692.29	1,692.29
91324PEG3	UNITEDHEALTH GROUP INC 3.7 05/15/2027	05/17/2022 05/20/2022 115,000.00	115,025.74 0.00 0.00	115,024.83	898.28 0.00 1,252.86 354.58	0.18 (1.09) (0.90) 353.68	353.68
931142EW9	WALMART INC 3.9 09/09/2025	09/06/2022 09/09/2022 100,000.00	99,985.95 0.00 0.00	99,987.74	1,538.33 0.00 1,863.33 325.00	1.79 0.00 1.79 326.79	326.79
<b>Total Fixed Income</b>		<b>39,543,162.09</b>	<b>39,538,616.15</b> <b>249,667.50</b> <b>(476,321.14)</b> <b>39,324,444.19</b>	<b>39,324,444.19</b>	<b>331,975.84</b> <b>127,464.33</b> <b>325,910.51</b> <b>121,399.00</b>	<b>13,844.57</b> <b>(1,362.88)</b> <b>12,481.68</b> <b>133,880.68</b>	<b>133,880.68</b>

LAIF

# INCOME EARNED



BCVWD Consolidated | [REDACTED] | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret./Amort Income Earned	Total Income
90LAIF500	Local Agency Investment Fund State Pool	42,764,549.21	42,764,549.21 0.00 0.00 42,764,549.21	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
<b>Total LAIF</b>		<b>42,764,549.21</b>	<b>42,764,549.21</b> <b>0.00</b> <b>0.00</b> <b>42,764,549.21</b>	<b>0.00</b> <b>0.00</b> <b>0.00</b> <b>0.00</b>	<b>0.00</b> <b>0.00</b> <b>0.00</b> <b>0.00</b>	<b>0.00</b>
<b>TOTAL PORTFOLIO</b>		<b>83,292,369.47</b>	<b>82,788,585.79</b> <b>843,320.04</b> <b>(718,156.02)</b> <b>83,073,651.57</b>	<b>331,975.84</b> <b>128,552.36</b> <b>325,910.51</b> <b>122,487.03</b>	<b>13,844.57</b> <b>(1,362.88)</b> <b>12,481.68</b> <b>134,968.71</b>	<b>134,968.71</b>

## Accounts Payable

## Checks by Date - Detail by Check Date

User: wclayton  
 Printed: 3/27/2025 8:33 AM

Beaumont-Cherry Valley Water District

560 Magnolia Avenue  
 Beaumont California 92223  
 (951) 845-9581  
<https://bcvwd.gov>



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
16124	11303 17938665	Angel Morales & Sons, Inc AC Pro 4-Ton Heat Pump Split System	03/04/2025	18,942.00
Total for Check Number 16124:				18,942.00
Total for 3/4/2025:				18,942.00
ACH	10031 6024371119 6025849308 6025849311	Staples Business Advantage Office Supplies Office Supplies Office Supplies	03/06/2025	19.28 33.61 31.44
Total for this ACH Check for Vendor 10031:				84.33
ACH	10042 07132135000Feb	Southern California Gas Company Monthly Gas Charges 01/27-02/26/2025	03/06/2025	14.79
Total for this ACH Check for Vendor 10042:				14.79
ACH	10052 02252025 02252025 02252025 02252025 02252025 02252025	Home Depot Credit Services Production Small Tools Supplies NCRF/Canyon Pond Maintenance Supplies General Supplies Refund - Finance Charge Maint & Repair - Pumping Equip Supplies Maint & Repair - 13967 Oak Glen Rd Supplies	03/06/2025	35.57 2.67 21.62 -65.31 84.52 3,831.52
Total for this ACH Check for Vendor 10052:				3,910.59
ACH	10138 HW201 Mar 2025	ARCO Business Solutions ARCO Fuel Charges 02/25-03/03/2025	03/06/2025	2,786.05
Total for this ACH Check for Vendor 10138:				2,786.05
ACH	10284 220250063 220250063	Underground Service Alert of Southern California 101 New Ticket Charges Feb 2025 Monthly Maintenance Fee	03/06/2025	186.85 10.00
Total for this ACH Check for Vendor 10284:				196.85
ACH	10350 227085 227117	NAPA Auto Parts Engine Oil & Funnel - Unit 4 Boxed Miniatures Bulb - Unit 41	03/06/2025	22.74 7.74
Total for this ACH Check for Vendor 10350:				30.48
ACH	10743 23035	Townsend Public Affairs, Inc Consulting Services - Mar 2025	03/06/2025	5,000.00
Total for this ACH Check for Vendor 10743:				5,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
16125	UB*05753	Patrick Bicondova	03/06/2025	
		Refund Check		21.77
		Refund Check		13.64
		Refund Check		37.32
		Refund Check		24.38
		Refund Check		908.24
		Refund Check		32.05
Total for Check Number 16125:				1,037.40
16127	UB*05755	Southern California Landscape	03/06/2025	
		Refund Check		298.19
		Refund Check		1,107.57
		Refund Check		511.19
		Refund Check		632.32
Total for Check Number 16127:				2,549.27
16128	10792 03032025	A-1 Financial Services April 2025 Rent - 851 E. 6th St Eng Office	03/06/2025	
Total for Check Number 16128:				2,896.00
16129	10001	Action True Value Hardware	03/06/2025	
	02282025	Fleet Maintenance Supplies		5.05
	02282025	Maint & Repair - Pumping Equip Supplies		1.93
	02282025	Maint & Repair - Safety Equip Supplies		15.08
	02282025	Transmission & Distribution Small Tools Supplies		89.14
	02282025	Maint & Repair - General Building Supplies		24.21
	02282025	Production Small Tools Supplies		68.90
	02282025	Maint & Repair - 13967 Oak Glen Rd Supplies		89.92
Total for Check Number 16129:				294.23
16130	10144 LYUM1867590	Alsco Inc Cleaning Mats/Shop Towels 12th/Palm Feb 2025	03/06/2025	
Total for Check Number 16130:				37.30
16131	10420	Amazon Capital Services, Inc.	03/06/2025	
	11W3-CLVY-D6KQ	Frames - Staff Certificates		44.81
	19RG-6MLL-P4LT	Office Supplies		38.39
	1C37-GT96-MQP6	Office Supplies		36.01
	1C37-GT96-MQP6	Water for Board Meetings		12.38
	1FWP-749R-LCYD	Frames - Staff Certificates		53.86
Total for Check Number 16131:				185.45
16132	10867	Arcosa Crushed Concrete	03/06/2025	
	INV-106-6445	Haul Away Used Asphalt - Noble Tank No.2		260.00
	INV-106-6537	Haul Away Used Asphalt - Noble Tank No.2		390.00
	INV-106-6617	Haul Away Used Asphalt - Noble Tank No.2		260.00
Total for Check Number 16132:				910.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
16133	10271	Beaumont Ace Home Center	03/06/2025	
	02282025	Maint & Repair - 12303 Oak Glen Rd Supplies		3.86
	02282025	Fleet Maintenance Supplies		32.31
	02282025	Production Small Tools Supplies		175.34
	02282025	Maint & Repair - Safety Equip Supplies		15.06
	02282025	Meter Maint & Service Supplies		89.45
	02282025	Maint & Repair - 13967 Oak Glen Rd Supplies		49.59
	02282025	Maint & Repair - Pumping Equip Supplies		118.52
	02282025	Landscape Maint Supplies		7.18
	02282025	General Safety Supplies		193.84
	02282025	Materials - Project AMG001		9.47
	02282025	Materials - Chlorination Retrofit at Misc. Wells (6 Well Sites)		565.49
	02282025	Maint & Repair - General Building Supplies		326.66
	02282025	General Supplies		256.72
	02282025	Transmission & Distribution Small Tools Supplies		247.83
Total for Check Number 16133:				2,091.32
16134	10614	Cherry Valley Automotive	03/06/2025	
	49473	Labor - Oil/Filters - Unit 45/OD 25,920		40.00
	49473	Oil/Filters - Unit 45/OD 25,920		118.71
	49492	Oil/Filter/Sterring Fluid/Coolant - Unit 17/OD 103,464		145.66
	49492	Labor - Oil/Filter/Sterring Fluid/Coolant - Unit 17/OD 103,464		40.00
Total for Check Number 16134:				344.37
16135	11228	D I Ready Cleaning Service, Inc	03/06/2025	
	225	Mar 2025 Janitorial Services for 851 E 6th St		288.00
	225	Mar 2025 Janitorial Services for 815 E 12th		534.00
	225	Mar 2025 Janitorial Services for 560 Magnolia		1,028.00
Total for Check Number 16135:				1,850.00
16136	10942	Diamond Environmental Services LP	03/06/2025	
	0006046805	Basin Handwash Station Rental - 39500 Brookside		155.65
Total for Check Number 16136:				155.65
16137	10600	Gaicho Pest Control Inc.	03/06/2025	
	03032025	NCR I Rodent Control Mar 2025		1,000.00
Total for Check Number 16137:				1,000.00
16138	10303	Grainger Inc	03/06/2025	
	9422378183	(1) Overload Relay for the Noble Booster		314.90
Total for Check Number 16138:				314.90
16139	10398	Infosend, Inc	03/06/2025	
	281609	(4255) Supply and Processing Charges for Paymentus Letter		6,008.24
	281878	Feb 2025 Processing Charges for Utility Billing		2,367.45
	281878	Feb 2025 Supply Charges for Utility Billing		1,582.97
	281879	Feb 2025 Postage Charges for Utility Billing		12,415.49
Total for Check Number 16139:				22,374.15
16140	10809	Inner-City Auto Repair & Tires	03/06/2025	
	006924	Labor - Fuel Filter/Break Drum - Unit 08/OD 72,296		3,900.00
	006924	Fuel Filter/Break Drum - Unit 08/OD 72,296		2,684.22
	006953	Labor - Brakes/Oil/Filters - Unit 48/OD 14,617		2,105.00
	006953	Brakes/Oil/Filters - Unit 48/OD 14,617		1,732.20
	006968	Labor - Seat Re-Upholster - Unit 08/OD 72,296		700.00
	006974	1 Tire - Deere Backhoe/OD 1,082		977.18
	006974	Labor - 1 Tire - Deere Backhoe/OD 1,082		150.00
	006977	Labor - Oil/Filter - Unit 51/OD 165,992		130.00
	006977	Oil/Filter - Unit 51/OD 165,992		223.48
Total for Check Number 16140:				12,602.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
16141	10696 267757	Innovative Document Solutions Canon Image Runner 01/01-01/31/2025 Overage Charge	03/06/2025	11.09
Total for Check Number 16141:				11.09
16142	11066 1051-7409	Thomas Lamont Structural Eng. & Construction Site Safety Reimb - T LaMont	03/06/2025	100.00
Total for Check Number 16142:				100.00
16143	10665 13225	ATTN: Michaela Houghton Lautzenhisner's Stationary, LLC Archive Paper - Board Documents	03/06/2025	218.98
Total for Check Number 16143:				218.98
16144	11251 1572 1572	Reyes Transport, LLC Service Leak Ticket #B Mainline Leak Ticket # A	03/06/2025	1,105.00 1,105.00
Total for Check Number 16144:				2,210.00
16145	10527 64715278 64715278	Robert Half Talent Solutions Admin Assistant Temp - 02/24-02/27/2025 Engineering Admin Temp - 02/24-02/27/2025	03/06/2025	1,213.50 404.50
Total for Check Number 16145:				1,618.00
16146	11307 1369-4044	Jaden Schuler Introduction to Carpentry Reimbursement - J Schuler	03/06/2025	45.00
Total for Check Number 16146:				45.00
16147	10685 8010006199	Shred-it US JV LLC Document Shredding for Obsolete Records - 560 Magnolia Ave	03/06/2025	864.50
Total for Check Number 16147:				864.50
16148	10447 02202025	State Water Resources Control Board - DWOCP D2 Certification Fee - M Gibson	03/06/2025	80.00
Total for Check Number 16148:				80.00
16149	10424 015137 473475	Top-Line Industrial Supply, LLC Credit - Inv 468111 Hydraulic Hose - John Deere Tractor	03/06/2025	-20.00 69.89
Total for Check Number 16149:				49.89
16150	10599 0012537-IN	West Coast Technology Annual Renewal PAC Storage 02/2025-02/2026	03/06/2025	4,100.00
Total for Check Number 16150:				4,100.00
Total for 3/6/2025:				69,962.67
ACH	10894 0001792672	Liberty Dental Plan Liberty Dental - Mar 2025	03/10/2025	469.72
Total for this ACH Check for Vendor 10894:				469.72
ACH	10901 244500 53968	Ameritas Life Insurance Corp. Ameritas Dental Mar 2025 Ameritas Vision Mar 2025	03/10/2025	2,445.00 539.68
Total for this ACH Check for Vendor 10901:				2,984.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10902 1810179696354 53743680213182	Colonial Life Col Life Premiums Jan 2025 Col Life Premiums Feb 2025	03/10/2025	164.62 4,278.96
Total for this ACH Check for Vendor 10902:				4,443.58
ACH	10903 4807823188	The Lincoln National Life Insurance Company Life & ADD EE/ER Insurance Mar 2025	03/10/2025	826.98
Total for this ACH Check for Vendor 10903:				826.98
ACH	10288 162593065 162593065 162593065 162593065 162593068 162593068	CalPERS Health Fiscal Services Division Admin Fee for Retired Emp Health Ins Mar 2025 Retired Employees Health Ins Mar 2025 Admin Fee for Health Ins Mar 2025 Active Employees Health Ins Mar 2025 Active Non CalPERS Member Health Ins Mar 2025 Admin Fee Non CalPERS Member Health Ins Mar 2025	03/10/2025	14.20 2,239.08 197.88 82,449.08 2,408.95 5.78
Total for this ACH Check for Vendor 10288:				87,314.97
ACH	11072 162931820	CalPERS CERBT CERBT Trust OPEB Contribution Mar 2025	03/10/2025	9,275.00
Total for this ACH Check for Vendor 11072:				9,275.00
ACH	11221 162931813	CalPERS CEPPT CEPPT Pension Payment Mar 2025	03/10/2025	6,128.33
Total for this ACH Check for Vendor 11221:				6,128.33
Total for 3/10/2025:				111,443.26
ACH	10030 700154530138Feb 700154530138Jan	Southern California Edison Electricity 01/22/25 to 02/20/25 - Wells Electricity 12/20/24 to 01/21/25 - Wells (Prior Month)	03/13/2025	46,492.71 46,790.35
Total for this ACH Check for Vendor 10030:				93,283.06
ACH	10037 2518134-2371-1 2518134-2371-1 2518134-2371-1 2518140-2371-8 2518140-2371-8	Waste Management Of Inland Empire Yard Dumpsters - 815 E 12th Mar 2025 Organics Cart Charges - 815 E 12th Mar 2025 Recycling Dumpster Charges - 815 E 12th Mar 2025 Recycling Dumpster Charges - 560 Magnolia Mar 2025 Monthly Sanitation - 560 Magnolia Mar 2025	03/13/2025	362.43 61.31 109.77 109.77 133.30
Total for this ACH Check for Vendor 10037:				776.58
ACH	10138 HW201 Mar 2025	ARCO Business Solutions ARCO Fuel Charges 03/04-03/10/2025	03/13/2025	2,459.17
Total for this ACH Check for Vendor 10138:				2,459.17
ACH	10350 227317 227538	NAPA Auto Parts Multi Purpose Grease for Backhoe Windshield Wipers - Unit 32/OD 100,248	03/13/2025	32.26 56.01
Total for this ACH Check for Vendor 10350:				88.27

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10085	CalPERS Retirement System	03/13/2025	
	1002861983	PR Batch 00001.03.2025 CalPERS 8% ER Paid		1,280.58
	1002861983	PR Batch 00001.03.2025 CalPERS 8.25% EE PEPRA		8,449.44
	1002861983	PR Batch 00001.03.2025 CalPERS ER Paid Classic		11,678.11
	1002861983	PR Batch 00001.03.2025 CalPERS ER PEPRA		8,838.63
	1002861983	PR Batch 00001.03.2025 CalPERS 7% EE Deduction		1,400.34
	1002861983	PR Batch 00001.03.2025 CalPERS 8% EE Paid		2,421.26
	1002861983	PR Batch 00001.03.2025 CalPERS 1% ER Paid		200.03
Total for this ACH Check for Vendor 10085:				34,268.39
ACH	10087	EDD	03/13/2025	
	1-695-412-624	PR Batch 00001.03.2025 CA SDI		2,192.75
	1-695-412-624	PR Batch 00001.03.2025 State Income Tax		7,667.42
Total for this ACH Check for Vendor 10087:				9,860.17
ACH	10094	U.S. Treasury	03/13/2025	
	270547232688815	PR Batch 00001.03.2025 Federal Income Tax		20,070.43
	270547232688815	PR Batch 00001.03.2025 FICA Employer Portion		11,682.80
	270547232688815	PR Batch 00001.03.2025 Medicare Employer Portion		2,732.29
	270547232688815	PR Batch 00001.03.2025 Medicare Employee Portion		2,732.29
	270547232688815	PR Batch 00001.03.2025 FICA Employee Portion		11,682.80
Total for this ACH Check for Vendor 10094:				48,900.61
ACH	10141	Ca State Disbursement Unit	03/13/2025	
	51673477	PR Batch 00001.03.2025 Garnishment		379.84
Total for this ACH Check for Vendor 10141:				379.84
ACH	10203	Voya Financial	03/13/2025	
	VB1450PP06 2025	PR Batch 00001.03.2025 Deferred Comp		375.00
Total for this ACH Check for Vendor 10203:				375.00
ACH	10264	CalPERS Supplemental Income Plans	03/13/2025	
	1002862108	PR Batch 00001.03.2025 ROTH-Post-Tax		500.00
	1002862108	PR Batch 00001.03.2025 100% Contribution		273.72
	1002862108	PR Batch 00001.03.2025 CalPERS 457		2,321.92
	1002862108	PR Batch 00001.03.2025 457 Loan Repayment		131.88
Total for this ACH Check for Vendor 10264:				3,227.52
ACH	10984	MidAmerica Administrative & Retirement Solutions	03/13/2025	
	1741724604141	PR Batch 00001.03.2025 401(a) Deferred Comp		1,666.67
	1741724604141	PR Batch 00001.03.2025 401(a) ER Paid-GM Contract		1,666.67
Total for this ACH Check for Vendor 10984:				3,333.34
ACH	11152	Sterling Health Services, Inc	03/13/2025	
	848828	PR Batch 00001.03.2025 Flexible Spending Account (PT)		835.42
Total for this ACH Check for Vendor 11152:				835.42
2301	11155	CICCS	03/13/2025	
	2025-03	PR Batch 00001.03.2025 Emp Assistance Program		102.44
Total for Check Number 2301:				102.44
2302	11140	Ericka Enriquez	03/13/2025	
	PP06 2025	PR Batch 00001.03.2025 Stipend		75.00
Total for Check Number 2302:				75.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2303	10336 03132025	Joe Haggin PR Batch 00001.03.2025	03/13/2025	150.00
Total for Check Number 2303:				150.00
2304	11204 03132025	Luis Lomeli PR Batch 00001.03.2025 Garnishment Veh Reg FTB	03/13/2025	218.00
Total for Check Number 2304:				218.00
16151	UB*05759	All American Asphalt Refund Check	03/13/2025	2,606.00
Total for Check Number 16151:				2,606.00
16152	UB*05758	Kenneth Martinez Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	03/13/2025	29.82 29.63 14.08 19.62 66.60 51.12
Total for Check Number 16152:				210.87
16153	UB*05741 03102025	Sara Murillo Reissue - Refund Check	03/13/2025	60.09
Total for Check Number 16153:				60.09
16154	UB*05757	NPG Asphalt Refund Check Refund Check Refund Check Refund Check	03/13/2025	35.74 132.73 2,339.80 61.26
Total for Check Number 16154:				2,569.53
16155	UB*05756	Triple H Construction Inc Refund Check Refund Check	03/13/2025	139.97 2,463.53
Total for Check Number 16155:				2,603.50
16156	10144 LYUM1870596	Alsco Inc Cleaning Mats/Air Fresheners 560 Magnolia Mar 2025	03/13/2025	48.45
Total for Check Number 16156:				48.45
16157	10867 INV-106-6863	Arcosa Crushed Concrete Haul Away Used Asphalt - Noble Tank No.2	03/13/2025	260.00
Total for Check Number 16157:				260.00
16158	10614 49535 49535	Cherry Valley Automotive 6 Tires/Front Brake Repair - Unit 17/OD 103,465 Labor - 6 Tires/Front Brake Repair - Unit 17/OD 103,465	03/13/2025	2,718.61 808.50
Total for Check Number 16158:				3,527.11
16159	10016 261701 Jan-Feb	City of Beaumont Monthly Sewer Charges 01/01-03/01/2025	03/13/2025	23.22
Total for Check Number 16159:				23.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
16160	10942 0006081099 0006081100	Diamond Environmental Services LP (2) Rental and Service Handicap Portable Restroom 03/10-04/06/25 (1) Rental and Service Portable Restroom 03/10-04/06/2025	03/13/2025	341.55 97.70
Total for Check Number 16160:				439.25
16161	11194 202409507	Dudek Well Siting & Feasibility Study - Oct 2024	03/13/2025	1,360.00
Total for Check Number 16161:				1,360.00
16162	11196 80239	Global Customer Services, Inc Traffic Control Plan - Well 1A Flushing	03/13/2025	530.00
Total for Check Number 16162:				530.00
16163	10809 006996 006996	Inner-City Auto Repair & Tires Throttle Body Repair/Suspension Repair - Unit 32/OD 100,051 Labor - Throttle Body Repair/Suspension Rep - Unit 32/OD 100,051	03/13/2025	2,397.16 1,230.00
Total for Check Number 16163:				3,627.16
16164	11142 IN-382291	Pro-Vigil Inc Monitoring Program - 39500 Brookside - 03/07-04/03/2025	03/13/2025	3,753.76
Total for Check Number 16164:				3,753.76
16165	10990 01172025	Andy Ramirez Mileage Reimb - ACWA Meeting - A Ramirez - 01/17/2025	03/13/2025	43.54
Total for Check Number 16165:				43.54
16166	10689 245164 245195	Safety Compliance Company Safety Meeting - Ergonomics - 02/05/2025 Safety Meeting - Traffic Control and Hand Signals - 02/18/2025	03/13/2025	250.00 250.00
Total for Check Number 16166:				500.00
16168	10424 473799 473827	Top-Line Industrial Supply, LLC Cotter Pin - Backhoe Hydraulic Hose - John Deere Tractor	03/13/2025	17.40 52.25
Total for Check Number 16168:				69.65
16169	10651 43593	Welders Supply and Steel, Inc Angle For Roll Up Door Repair - Well 24	03/13/2025	110.50
Total for Check Number 16169:				110.50
Total for 3/13/2025:				220,675.44
16170	10223 251679 251680 251681	Richards, Watson & Gershon Legal Services Jan Board Approval 03/12/2025 Legal Services Jan Board Approval 03/12/2025 Legal Services Jan Board Approval 03/12/2025	03/18/2025	6,036.00 144.00 10,180.00
Total for Check Number 16170:				16,360.00
16171	10094 03172025	U.S. Treasury Form 941, 95-6000244, 09/30/2024, 3rd Quarter 2024 FICA Tax	03/18/2025	1,351.49
Total for Check Number 16171:				1,351.49
Total for 3/18/2025:				17,711.49

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10132 4490870 4492833	South Coast AQMD ICE (50-500 HP) EM Elec Gen - Diesel - Fac ID 120877 Flat Fee for Last Fiscal Year Emissions - Fac ID 120877	03/20/2025	1,082.08 165.96
Total for this ACH Check for Vendor 10132:				1,248.04
ACH	10138 HW201 Mar 2025	ARCO Business Solutions ARCO Fuel Charges 03/11-03/17/2025	03/20/2025	3,177.48
Total for this ACH Check for Vendor 10138:				3,177.48
16172	UB*05760	Dodie Carlson Refund Check Refund Check Refund Check	03/20/2025	0.88 0.72 0.42
Total for Check Number 16172:				2.02
16173	UB*05765	Starin Joseph Refund Check Refund Check Refund Check Refund Check Refund Check	03/20/2025	12.32 5.00 7.19 15.06 135.31
Total for Check Number 16173:				174.88
16174	UB*05763	Les Kovalcik Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	03/20/2025	17.29 46.74 512.09 32.32 36.46 55.40
Total for Check Number 16174:				700.30
16175	UB*05762	Elfreda Macasieb Refund Check Refund Check Refund Check Refund Check Refund Check	03/20/2025	29.63 18.53 13.86 23.76 14.08
Total for Check Number 16175:				99.86
16176	UB*05764	Christopher Paiva Refund Check Refund Check Refund Check Refund Check Refund Check	03/20/2025	60.05 70.63 41.20 32.54 269.76
Total for Check Number 16176:				474.18
16177	UB*05761	Tri Pointe Homes Refund Check Refund Check Refund Check	03/20/2025	2.52 5.28 4.32
Total for Check Number 16177:				12.12
16178	10144 LYUM1870597	Alsco Inc Cleaning Mats/Shop Towels 12th/Palm Mar 2025	03/20/2025	37.30
Total for Check Number 16178:				37.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
16179	10867 INV-106-6947 INV-106-7165	Arcosa Crushed Concrete Haul Away Use Asphalt - Noble Tank No.2 Haul Away Use Asphalt - Noble Tank No.2	03/20/2025	780.00 730.00
Total for Check Number 16179:				1,510.00
16180	10774 0592009 0592013 0592015 0592017 0596852 0596883 0596886 0596887 0596890 1547895 1547898 1547900	Jesus Camacho (25) Truck Washes - Dec 2024 (25) Truck Washes - Dec 2024 (25) Truck Washes - Dec 2024 (25) Truck Washes - Dec 2024 (25) Truck Washes - Feb 2025 (25) Truck Washes - Jan 2025 (25) Truck Washes - Jan 2025 (25) Truck Washes - Jan 2025 (25) Truck Washes - Jan 2025 (25) Truck Washes - Jan 2025 (25) Truck Washes - Feb 2025 (25) Truck Washes - Feb 2025 (25) Truck Washes - Feb 2025	03/20/2025	310.00 310.00 310.00 310.00 310.00 310.00 310.00 310.00 310.00 310.00 310.00 310.00 310.00
Total for Check Number 16180:				3,720.00
16181	10244 017073000	Fiserv Inc Customer Returned Check Reimbursement	03/20/2025	103.00
Total for Check Number 16181:				103.00
16182	11230 631530-4537451	Health pointe Medical Group, Inc Employment Testing	03/20/2025	90.00
Total for Check Number 16182:				90.00
16183	10809 007004 007004	Inner-City Auto Repair & Tires Labor - Brake Repair - Unit 44/OD 24,175 Brake Repair - Unit 44/OD 24,175	03/20/2025	650.00 562.93
Total for Check Number 16183:				1,212.93
16184	11100 13664290	Loomis Armored US, LLC Armored Truck Services - February 2025	03/20/2025	365.21
Total for Check Number 16184:				365.21
16185	10527 64740805 64740805 64754659 64754659	Robert Half Talent Solutions Engineering Admin Temp - 03/03-03/06/2025 Admin Assistant Temp - 03/03-03/06/2025 Admin Assistant Temp - 03/10-03/13/2025 Engineering Admin Temp - 03/10-03/13/2025	03/20/2025	303.38 910.12 1,213.50 404.50
Total for Check Number 16185:				2,831.50
16186	10424 473891	Top-Line Industrial Supply, LLC Cotter Pin - CAT Backhoe	03/20/2025	15.39
Total for Check Number 16186:				15.39
16187	11256 1246	Water Resources Economics Rate Study - February 2025	03/20/2025	9,395.96
Total for Check Number 16187:				9,395.96
16188	10651 43608	Welders Supply and Steel, Inc Square Tubing & Electrodes - John Deere Disc Tractor	03/20/2025	49.63
Total for Check Number 16188:				49.63
16189	10158 128040	Wienhoff Drug Testing Random Drug Testing - Emp #259	03/20/2025	50.00
Total for Check Number 16189:				50.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
16190	10556 45163	Wright Septic Pumping Services - Noble Tank	03/20/2025	400.00
Total for Check Number 16190:				400.00
Total for 3/20/2025:				25,669.80
ACH	10781 10019	Umpqua Bank C R & R Incorporated	03/21/2025	
		Monthly Charges 3 YD Commercial Bin - Cherry Yard - Feb 2025		366.32
		Monthly Charges 3 YD Locked Recycle - 39500 Brookside - Feb 2025		148.22
		Monthly Charges 3 YD Commercial Bin - 39500 Brookside - Feb 2025		366.32
	10052	Home Depot Credit Services		
		2 Ceiling Fans		299.54
		Painting Supplies		57.24
		Ceiling Fan		203.64
		Blade Set & Utility Knife		19.41
	10063	The Record Gazette		
		NIP - On Call Engineering Services		590.88
		NIP - On Call Geo and Environmental Services		565.47
	10074	American Water Works Association		
		Backflow Refresher - 5/30/2025 - J McCue		355.00
	10116	Verizon Wireless Services LLC		
		Cell Phone/iPad Charges for Jan 2025		1,989.80
	10174	GFOA		
		GFOA No Vacation From Estimating Compensated Absences - S Molina		75.00
	10224	Legal Shield		
		Monthly Prepaid Legal for Employees Feb 2025		101.70
	10274	Beaumont Chamber of Commerce		
		Chamber Breakfast - Mar 2025 - D Hoffman		25.00
		Refund - Citizen of the Year Registration - D Hoffman		-80.00
		Chamber Breakfast - Feb 2025 - D Hoffman		25.00
		Chamber Breakfast - Mar 2025 - L Williams		25.00
		Chamber Breakfast - Mar 2025 - D Slawson		25.00
	10338	California Special Districts Association		
		Workshop SDLA Charting The Course - A Ramirez 04/02-04/03/25		265.00
		Workshop SDLA Governance Foundations - L Williams 02/19-02/20/25		265.00
		Workshop Budget Preparations - L Williams - 02/26-02/27/25		265.00
		Workshop Budget Preparations - A Ramirez 02/26-02/27/25		265.00
	10420	Amazon Capital Services, Inc.		
		(10) iPad Screen Protectors		226.20
	10546	Frontier Communications		
		01/25/2025-02/24/2025 Feb FIOS/FAX 851 E 6th Street		379.99
		01/10/2025-02/09/2025 Feb FIOS/FAX 12th/Palm		630.19
		01/25/2025-02/24/2025 Feb FIOS/FAX 560 Magnolia Ave		565.78
	10573	O'Reilly Auto Parts		
		Mini Bulbs - Kenworth Headlights		13.99
	10596	Tractor Supply Co		
		Birthday Club Reimbursement		65.00
	10623	WP Engine		
		Web Host for BCVWD Website Feb 2025		290.00
	10651	Welders Supply and Steel, Inc		
		SMAW Welding Courses - R Saiz III		1,800.00
	10652	Society for Human Resource Management		
		2025 Membership Dues - R Berioso		264.00
	10692	MMSoft Design		
		Network Monitoring Software Mar 2025		1,389.41
		Network Monitoring Software Mar 2025		155.83
	10784	Autodesk, Inc		
		Auto CAD Software 851 E 6th St - Feb 2025		250.00
		Auto CAD Software 851 E 6th St - Feb 2025		1,050.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10790	Microsoft		
		Monthly Microsoft Office License - Feb 2025		1,150.00
		Monthly Microsoft Office License - Feb 2025		450.00
		Monthly Microsoft Office License - Feb 2025		16.40
		Monthly Microsoft Office License - Feb 2025		15.00
	10840	Ready Fresh (Arrowhead)		
		Water - 01/23-02/22/2025 - 851 E 6th St		71.95
	10892	Zoom Video Communications, Inc.		
		(10) Video Conference - Mar 2025		226.49
	10918	Apple.com		
		Cloud Storage - iPads		9.99
	10926	SSD Alarm		
		Access Control Services - 39500 Brookside Ave		82.60
		Alarm Equip/Rent/Service/Monitor - 851 E. 6th Street		100.13
		Alarm Equip/Rent/Service/Monitor - 39500 Brookside Ave		300.53
		Alarm Equip/Rent/Service/Monitor - 560 Magnolia Ave		459.03
		Alarm Equip/Rent/Service/Monitor - 11083 Cherry Ave		76.68
		Alarm Equip/Rent/Service/Monitor - 815 12th Street		192.78
		Service Call - 560 Magnolia Ave		823.57
	10978	Nextiva, Inc.		
		Monthly Phone Service Feb 2025		3,406.85
	11011	Costco Wholesale		
		Laminate Floor Replacement - 13697 Oak Glen Rd		1,801.18
		Laminate Floor Replacement - 13697 Oak Glen Rd		113.10
	11027	Urban Water Institute, Inc		
		Refund - Conference Registration - J Covington - 02/26-02/28/2025		-845.00
	11079	DOT Physicals on the Go		
		DOT Physical - J Smith		124.80
	11086	Cal Valve		
		2 Valve Check Assemblies & 1 Rubber Repair Kit		1,744.62
	11157	Francotyp-Postalia Inc		
		Quarterly Rental - Postage Machine		112.98
	11193	Mitsogo, Inc		
		Cyber Security - iPads - Feb 2025		81.00
	11216	DNS Filter		
		Monthly Spam Filter - Feb 2025		225.00
	11237	Water Education for Latino Leaders		
		WELL 2025 Conference - 03/07-03/08/2025 - A Ramirez		200.00
	11240	Adobe		
		Acrobat Pro Subscription March 2025		719.70
	11247	Cloudflare, Inc		
		Cloudflare Pro Plan 02/05/2025-02/04/2026		240.00
	11248	Cornerstone BBQ		
		Birthday Club Reimbursement		265.94
	11249	Higher Learning Technologies, Inc		
		AWWA OpCert Exam Prep App - Water Operations		49.99
	11252	OpenAI, LLC		
		ChatGPT Subscription - Mar 2025		300.00
	11261	HJ Daniels Overhead Door Inc		
		12th & Palm Gate Repair		225.00
		Edgar Canyon Gate Repair		225.00
	11267	Enova Creative Business Solutions		
		Business Cards - D Jagers		51.67
	11280	Constant Contact		
		Communication Subscription 01/06-02/05/2025		325.00
	11301	University of Fairfax		
		Cybersecurity Training - R Rasha 2/1/2025		2,400.00
		Cybersecurity Training - R Rasha 2/27/2025		2,400.00
	11308	Moss Bros		
		Oil Change, Starter & Shifter Repairs - Unit 52/OD 14,414		230.82
	11309	California Water Association		
		CWA Women in Water Seminar - L Williams		75.00
	11310	Desert Promotions		
		Employee Milestone Plaques		217.50
Total for this ACH Check for Vendor 10781:				31,964.23
Total for 3/21/2025:				31,964.23
Report Total (141 checks):				496,368.89



**Beaumont-Cherry Valley Water District  
Board of Directors Regular Meeting  
April 9, 2025**

**Item 3d**

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** Approval of Pending Invoices

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**Staff Recommendation**

Approve the pending invoices totaling \$14,482.00

**Background**

Staff has reviewed the pending invoices and found the services rendered were acceptable to the District.

**Fiscal Impact**

There is a \$14,482.00 impact to the District which will be paid from the 2025 budget.

**Attachment(s)**

1. Richards Watson Gershon Invoice #252122
2. Richards Watson Gershon Invoice #252123
3. Richards Watson Gershon Invoice #252124

Staff Report prepared by William Clayton, Finance Manager



T 213.626.8484  
F 213.626.0078  
Fed. I.D. No. 95-3292015

350 South Grand Avenue  
37th Floor  
Los Angeles, CA 90071

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DAN JAGGERS, GENERAL MANAGER  
BEAUMONT- CHERRY VALLEY WATER DISTRICT  
560 MAGNOLIA AVENUE  
BEAUMONT, CA 92223-2258

Invoice Date: March 13, 2025  
Invoice Number: 252122  
Matter Number: [REDACTED]

[REDACTED] GENERAL COUNSEL SERVICES

*For professional services rendered through February 28, 2025*

Fees	5,390.00
Costs	0.00
<b>Total Amount Due</b>	<b>\$5,390.00</b>

TERMS: PAYMENT DUE UPON RECEIPT

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BEAUMONT-CHERRY VALLEY WATER DISTRICT  
DAN JAGGERS, GENERAL MANAGER  
560 MAGNOLIA AVENUE  
BEAUMONT, CA 92223-2258

Invoice Date: March 13, 2025  
Invoice Number: 252123  
Matter Number: [REDACTED]

[REDACTED] [REDACTED]

*For professional services rendered through February 28, 2025*

Fees	384.00
Costs	0.00
<b>Total Amount Due</b>	<b>\$384.00</b>

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BEAUMONT-CHERRY VALLEY WATER DISTRICT  
DAN JAGGERS, GENERAL MANAGER  
560 MAGNOLIA AVENUE  
BEAUMONT, CA 92223-2258

Invoice Date: March 13, 2025  
Invoice Number: 252124  
Matter Number: [REDACTED]

[REDACTED] [REDACTED]

*For professional services rendered through February 28, 2025*

Fees	8,708.80
Costs	0.00
<b>Total Amount Due</b>	<b>\$8,708.80</b>

TERMS: PAYMENT DUE UPON RECEIPT

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**RICHARDS WATSON GERSHON**



**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
560 Magnolia Avenue, Beaumont, CA 92223

**MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP  
OF THE BOARD OF DIRECTORS**  
Thursday, February 27, 2025 at 6:00 p.m.

*Meeting held at 560 Magnolia Ave., Beaumont, CA  
pursuant to California Government Code Section 54950 et. seq.*

**Call to Order:** *President Slawson opened the meeting at 6:04 p.m.  
Pledge of Allegiance was led by Director Hoffman.  
Invocation was given by Director Williams.*

**Announcement and Verification of Remote Meeting Participation**  
*No directors were attending via teleconference.*

**Roll Call:**

Directors present:	Covington, Hoffman, Slawson, Williams
Directors absent:	Ramirez
Staff present:	General Manager Dan Jagers Director of Engineering Mark Swanson Director of Information Technology Robert Rasha Engineering Assistant Evan Ward Human Resources Manager Ren Berioso Development Services Technician Lilian Tienda Water Utility Superintendent Julian Herrera Administrative Assistant Cenica Smith
Legal Counsel	James Markman

Members of the public who registered their attendance: Joyce McIntire, Yucaipa Valley Water District; Directors Blair Ball and Kevin Walton, San Geronio Pass Water Agency; Donna Shin, and Kyle Ficke.

**Public Comment:** None.

- 1. Adjustments to the Agenda:** General Manager Jagers requested continuance of Item 7: Discussion of Data Scrubbing Services.
- 2. District Capital Improvement Plan Quarterly Update**

Director of Engineering Mark Swanson provided a comprehensive quarterly update on the District's Capital Improvement Plan. . The presentation opened with the nearly completed 3040 Pressure Zone Transmission Pipeline along Cherry Avenue and International Park Road. The project, which includes approximately 2,400 feet of 24-inch ductile iron pipe (along with 30-inch and 14-inch connections), is awaiting final valve installations and road restoration. It is partially funded by the American Rescue

Plan Act (ARPA), with \$1.28 million anticipated out of the total \$2.17 million cost. Once complete, the new pipeline will serve as a transmission main, while the existing 14-inch line will remain in place for local distribution.

Swanson and General Manager Dan Jagers gave detailed updates on active well development. Well 1A, a replacement project located at 12th and Palm, is currently undergoing reaming and design modifications following the detection of chromium-6. Mr. Jagers responded to a question from President Slawson regarding Cr(VI) affected wells and water testing at different levels. The District plans to test-pump Well 1A and may temporarily route its water into the non-potable system. The results will inform the final design for Well 2A, located at 12th and Michigan. Wells 30 and 31, originally proposed in different locations, are now slated for relocation to the north end of the Noble Creek Recharge Facility to minimize chromium-6 exposure and improve mound control. Coordination with Webb and Associates and the San Geronio Pass Water Agency (SGPWA) is ongoing to optimize the siting of these wells.

Among completed pipeline projects, Swanson highlighted the District's self-performed work on a segment of Elm Avenue. Two remaining segments related to that work—11th Street from Elm to Beaumont Avenue and American Avenue from 6th to 8th Streets—are in final design or planned for construction by District staff. He also detailed a long-deferred pipeline replacement on Egan Avenue, originally delayed by a city moratorium on pavement cuts. With moratoriums lifted and a new agreement in place, the District is finalizing bid documents for this and related projects. Additionally, the District is finalizing the Well Siting and Feasibility Study, with plans to bring it to the Board as a receive-and-file item soon.

Swanson reported on progress with the "B-Line" Upper Edgar Canyon Transmission Pipeline, which will consist of 3,000 feet of 12-inch ductile iron pipe along a dirt road in the canyon. The project design and environmental clearance are complete, and the District is awaiting delivery of materials to begin construction in spring. The project also qualifies for ARPA funding. Other ongoing design efforts include the Noble Tank No. 2 project and associated Cherry Avenue pipeline, which will add 2 million gallons of storage. Demolition of the old Riverside County Parks maintenance building and concrete foundation has been completed by District field staff to reduce construction costs. Once bid documents are updated to reflect these changes, the project will move forward.

Swanson's further updates covered the District's work on booster and pressure-regulating stations, both for potable and non-potable systems. He noted that the Vineland and Cherry booster stations are in design, with survey and geotechnical work underway. Non-potable PRV projects at Palmer Avenue and other locations are progressing with survey work and coordination with the Fairway Canyon HOA and the City of Beaumont, particularly where pavement work is imminent. These facilities are essential for enabling the District to deliver water from non-potable wells—especially those impacted by chromium-6—into areas not yet served by recycled water.

The update also addressed projects scheduled for the near future. The 2024 Replacement Pipelines project, awarded to Cozad & Fox earlier in February, includes approximately 5,735 feet of 8-inch pipeline replacements in locations such as Egan Avenue, Wellwood Avenue, Elm Avenue, Lincoln Avenue, Avenida Sonrisa, and Orange Avenue. The 2025 Service Replacement Project is being expanded to coordinate with the City's sidewalk replacement program on Elm and Wellwood Avenues between 8th and 12th Streets. The goal is to relocate or replace aging

services and abandon existing alley mains, enabling the City to proceed with street improvements without risking disruption from future water main work.

Both Swanson and Jagers responded to questions from Board members and Covington invited staff to observe a similar tank project under construction. The Board indicated satisfaction with updates presented quarterly.

### **3. Review of Water Supply Assessment for Water Service for the Proposed Beaumont Heights Project located southeast of the intersection of California Avenue and Highway 79**

Engineering Assistant Evan Ward introduced the draft Water Supply Assessment (WSA) for a proposed 5.1 million square foot industrial warehouse development over 11 parcels near California Avenue and Highway 79. He noted the project requires annexation and the developer has worked with District staff to prepare the WSA. The developer estimates annual water use at approximately 294.4 acre-feet, equivalent to 539.6 dwelling units. Significant infrastructure will be needed due to the distance from existing systems, which will be addressed further in the Plan of Service required for the annexation.

Ward added that the District has a history of agreements with developers who construct major infrastructure, allowing for potential reimbursement from future projects that benefit from it. General Manager Jagers commented that the City's 2020 General Plan update rezoned the southwest area, and this project is consistent with that plan. President Slawson acknowledged the site's mountainous terrain. Director Williams clarified that the WSA was for discussion only, and Mr. Grant Ross, representing the developer, stated they were progressing through entitlements but did not yet have a timeline for LAFCO. Ward indicated the WSA could return for Board approval as soon as March.

Director Williams inquired about impacts to the adjacent Harmony Haven Children and Youth Center (formerly Merv Griffin Village), and Ross confirmed they are coordinating with the County Supervisor's office and have laid out the project site to minimize impacts. He also pointed out the project had undergone high-level water use analysis and represented lower water demand compared to the previously proposed 6,000-home urban village.

Williams questioned the difference between projected water supply and demand as shown in Tables 3-1 and 3-2 of the WSA. Jagers clarified that Table 3-1 reflects system demands and SGPWA imported water needs, while Table 3-2 accounts for all sources including recycled water and Edgar Canyon well output. The differences stem from preliminary projections, but Jagers assured the Board that staff regularly refines these figures and incorporates conservation mandates like Making Conservation a California Way of Life (MCCWL), which is expected to reduce long-term projections through 2045.

Williams asked about the Edgar Canyon wells, which the WSA describes as preferred due to their lower cost and exemption from replenishment requirements, yet are unable to meet average demand. Jagers confirmed the District's five-year average daily demand is approximately 36.98 acre-feet, while the Canyon wells historically provide about 2,100 acre-feet annually—roughly 15.5 percent of current needs. Williams also flagged problematic wording in the WSA, suggesting “never” be changed to “not yet”

when discussing past water demand levels. Jagers agreed to revise the language before final consideration.

Director Covington voiced concern about relying on the 2020 Urban Water Management Plan (UWMP) when a new 2025–2030 plan is forthcoming, especially under evolving state conservation requirements. He cautioned against overcommitting resources based on favorable water years, noting that drought cycles often shift the burden to existing customers. Ward and Swanson assured that anticipated developments and conservation trends are considered in planning. Jagers added the next UWMP is due in July 2026, and discussions are underway with the SGPWA about a regional planning effort.

Covington emphasized the risk of making commitments based on uncertain long-term supply projections, even if data appear sound. Jagers responded that WSAs undergo thorough review at multiple staff levels and acknowledged the inherent challenges in forecasting 20 years out. He expressed confidence in the WSA’s accuracy.

Williams asked whether the District would still have enough water supply if it opted out of participating in the Sites Reservoir project. Jagers responded that current planning indicates this would not significantly impact supply. She also inquired about the District’s 80,000 acre-foot storage right in the Beaumont Basin. Jagers said current storage is about 34,000–36,000 acre-feet and the goal is to have five years’ supply. However, filling the basin to capacity could cause water loss due to basin slope and geology, so the basin is actively managed through conjunctive use and coordination with regional partners.

Jagers explained that overfilling the basin creates a mound effect, potentially leading to faster outflow. Instead, the strategy is to maintain a stable operating level while extracting and recharging water annually, sharing the storage burden with agencies like SGPWA.

Swanson confirmed that staff would work with the consultant to make minor language changes to the WSA. If revisions are completed in time, the final WSA, Will-Serve Letter, and LAFCO resolution package will be presented to the Board at the next regular meeting or at the Engineering Workshop.

#### **4. Resolution 2025-07: Amending the District’s Policies and Procedures Manual**

- a. Policy 7004 Email and Communication (pages 102 - 123)
- b. Policy 7006 Password (pages 124 - 134)
- c. Policy 7011 Cellular Telephone Usage (pages 135 - 145)

Human Resources Manager Ren Berioso introduced the proposed policy revisions to the Policies and Procedures Manual Part I Sections 45 and 46. The three policies were designed to protect the District against cybersecurity threats and mitigate any legal risks. Input was received from staff, and the policies were reviewed by legal counsel and recommended by the Personnel Committee and are in alignment with the National Institute of Science and Technology (NIST).

*The Board adopted Resolution 2025-07: Amending the District's Policies and Procedures Manual: Part I Sections 45 and 46, and established Policies 7004, 7005, and 7011 by the following roll-call vote:*

MOVED: Covington	SECONDED: Williams	APPROVED 4-0
AYES:	Covington, Hoffman, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Ramirez	

**5. Request for Update to Will-Serve Letter for Proposed Phase 2 of Wolverine Project Located North of Prosperity Way and East of Potrero Boulevard (Previously Known as Parcel Map 34209 and Crossroads Logistics Center)**

Engineering Assistant Evan Ward advised that this project dates back to 2004 and was originally part of the Crossroads Center project. Staff estimates total water consumption of 13.9 acre feet per year (25.5 Equivalent Dwelling Units) for potable and non-potable water. Existing infrastructure in Prosperity Way can serve the project and no front footage fees will be due.

President Slawson asked about a reimbursement agreement for the developer of the infrastructure. Mr. Jagers provided a short history and explained that the components of the project extended the infrastructure with additional facilities which were paid for by the developer then dedicated to the District. He noted that additional appropriate facilities fees were charged. This is the last parcel to be developed on a project 20 years in the making.

Developer representative Donna Shin greeted the Board.

Director Covington asked about the annual water demand and Mr. Ward replied 12,395 gallons per day aggregate. Covington recommended staff consider aggregate water use as recycled water is not available.

*The Board approved the update to Will-Serve Letter for water service with conditions as enumerated for the proposed continued industrial development (Wolverine Phase 2) located at Riverside County Assessor's Parcel Number (APN) 424-050-016 north of Prosperity Way and east of Potrero Boulevard within the City of Beaumont by the following roll-call vote:*

MOVED: Williams	SECONDED: Slawson	APPROVED 4-0
AYES:	Covington, Hoffman, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Ramirez	

**6. Nominations for California Special Districts Association Board of Directors, Southern Network Seat B**

*The Board took no action.*

**7. Discussion of Data Scrubbing Services - LeoWeb Protect Services**  
*President Slawson continued this item at the request of staff.*

**8. Topic List for Future Meetings**

	Item requested	Date of request	Requester
A	Report on alternative energy sources (Agendize in the next quarter)	1/23/25	Ramirez

*General Manager Jagers recommended addressing item A in five to six months when more information is available.*

**9. Announcements**

*President Slawson called attention to the following announcements:*

- Beaumont Basin Watermaster Committee: Wednesday, Mar. 5 at 11 a.m.
- Collaborative Agencies Committee: Wednesday, Mar. 5 at 5 p.m.
- Finance & Audit Committee meeting: Thursday, Mar. 6 at 3 p.m.
- Regular Board Meeting: Wednesday, Mar. 12 at 6 p.m.
- Personnel Committee: Tuesday, Mar. 18 at 5:30 p.m.
- San Gorgonio Pass Regional Water Alliance: Wednesday, Mar. 26 at 5 p.m.
- Engineering Workshop: Thursday, Mar. 27 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Apr. 2 at 11 a.m.

**10. Closed Session: 7:41 p.m.**

*President Slawson announced the following Closed Session items:*

CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to California Government Code Section 54956.8  
Property: Sites Reservoir and water rights associated therewith  
Agency Negotiator: Dan Jagers, General Manager  
Under Negotiations: Continued participation in financial support of the Project

**Reconvene in Open Session: 8:35 p.m.**

**11. Report on Action Taken During Closed Session**

*President Slawson stated that there was no reportable action taken.*

**12. Adjournment**

*President Slawson adjourned the meeting at 8:35 p.m.*

ATTEST:

*DRAFT UNTIL APPROVED*

*DRAFT UNTIL APPROVED*

\_\_\_\_\_  
Director Daniel Slawson, President  
to the Board of Directors of the  
Beaumont-Cherry Valley Water District

\_\_\_\_\_  
Director Andy Ramirez, Secretary  
to the Board of Directors of the  
Beaumont-Cherry Valley Water District





**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
560 Magnolia Avenue, Beaumont, CA 92223

**MINUTES OF REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
Wednesday, March 12, 2025 at 6:00 p.m.**

*Meeting held in person at 560 Magnolia Ave., Beaumont, CA  
pursuant to California Government Code Section 54950 et. seq.*

**Call to Order:** *President Slawson opened the meeting at 6:06 p.m.*

*Pledge of Allegiance was led by President Slawson.  
Invocation was given by Director Ramirez.*

**Announcement and Verification of Remote Meeting Participation Pursuant to  
AB 2449 or GC 54953(b)**

*No directors were attending via teleconference.*

**Roll Call:**

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None
Staff present:	General Manager Dan Jagers Director of Engineering Mark Swanson Director of Information Technology Robert Rasha Director of Finance and Administration Sylvia Molina Director of Operations James Bean Human Resources Manager Ren Berioso Finance Manager William Clayton Associate Civil Engineer I Evan Ward Engineering Assistant Khalid Sebai Executive Assistant Lynda Kerney
Legal Counsel	James Markman

Members of the public who registered attendance: Director Blair Ball and Director Larry Smith, San Gorgonio Pass Water Agency; Director Joyce McIntire, Yucaipa Valley Water District (YVWD); and Lilian Medellin, Bill Lattin, and Cesar Mota.

**Public Comment:** None.

**1. Adjustments to the Agenda**

*Pursuant to Government Code Section 54954.2 the Board made a determination that there is an immediate need to take action and that the need arose after the posting of the agenda, and authorized placement of two Closed Session discussions as Item 13c and Item 13d:*

13c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
 Pursuant to Government Code Section 54956.9(d)(1)  
 Draper 26, LLC vs Beaumont-Cherry Valley Water District  
 Case no. CVRI 2406726

13d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
 To which the District is a party pursuant to Government Code Section  
 54956.9(d)(1)  
 In re Appeal of Beaumont - Cherry Valley Water District re Department of  
 Industrial Relations, Inspection No. 1733753

by the following roll-call vote:

MOVED: Covington	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**2. Reports / Presentations / Information Items**

The Board received and filed the following reports:

- a. California Water Supply Conditions and Water Issues
- b. Legislative Action and Issues Update
- c. Townsend Public Affairs, Inc. Monthly Update
- d. Grant Activity Quarterly Update
- e. Year-to-Date Analysis of Electric Cost to Pump Groundwater
- f. Quarterly Report: Review of District Contract Expenditures in Fiscal Year 2024

by the following roll-call vote:

MOVED: Williams	SECONDED: Slawson	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**3. Consent Calendar**

Item 3f: Recording Secretary Lynda Kerney advised of an error on the February 12, 2025 minutes recording the votes for Items 5 and 6 as presented in the agenda packet. The minutes printed for signature have been corrected.

Consent Calendar items 3a through 3g were approved as corrected with one motion by the following roll-call vote:

- a) Review of the January 2025 Budget Variance Reports
- b) Review of the January 31, 2025 Cash/Investment Balance Report
- c) Review of Check Register for the Month of February 2025
- d) Approval of February 2025 Invoices
- e) Minutes of the Regular Meeting of January 23, 2025
- f) Minutes of the Regular Meeting of February 12, 2025
- g) Update of the General Manager’s Job Description

MOVED: Covington	SECONDED: Hoffman	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**4. Request for Will-Serve Letter for an Existing Single-Family Residence located on the east side of the Intersection of Jonathan Avenue and Bridges Street within the Community of Cherry Valley (APN 401-220-005)**

Associate Civil Engineer I Evan Ward explained that since the 1950s, the existing water meter at APN 401-220-011 has also been serving a single family residence on APN 401-220-005. The applicant, Mr. Bill Lattin, has expressed concern about the water pressure and proposes to retain the existing service and meter to continue serving APN 401-220-011 and establish a new service and meter for the residence on APN 401-220-005.

Director Covington expressed concern that two houses had been served from one meter for so many years. Mr. Ward indicated the homeowner had brought it to the District’s attention. Staff investigated and found no evidence that there had ever been a second meter.

Director Williams asked if there had been a pressure test, and Ward explained one would be performed at meter installation. It is expected 40 to 50 psi will be provided, Jagers noted.

Mr. Lattin added that he has owned both houses for seven years and has done everything possible to increase the pressure.

*The Board approved the request for a Will-Serve Letter for the existing single-family residence at Riverside County Assessor’s Parcel Number (APN) 401-220-005 within the community of Cherry Valley, subject to payment of all deposits and fees to the District and securing all approvals from the County of Riverside by the following roll-call vote:*

MOVED: Covington	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**5. Beaumont Heights Industrial Project**

**a. Resolution 2025-\_\_:** Acknowledging the Review, Receipt and Acceptance of the Water Supply Assessment and Consideration of Will-Serve Letter for the Proposed Beaumont Heights Industrial Project located southeast of the intersection of California Avenue and Highway 79

**b. Resolution 2025\_\_ : Requesting the Riverside Local Agency Formation Commission to take Proceedings for Annexation of a Portion of the District's Service Boundary**

***The resolutions were not adopted.***

Director of Engineering Mark Swanson reminded the Board about discussion of the Water Supply Assessment (WSA) at the February 27, 2025 Engineering Workshop. He summarized the proposed Beaumont Heights Industrial Project, located southeast of California Avenue and Highway 79, and noted that the project requires annexation. The WSA was required due to the project's scale and was prepared by the developer's consultant, with oversight by District staff. The assessment concluded that sufficient water supplies exist to support the project's projected annual demand of 294.4 acre-feet per year (AFY): 57.7 AFY of potable water and 236.7 AFY of non-potable (recycled) water, equivalent to 105.7 and 433.9 EDUs, respectively.

Director Covington pointed out that the WSA asserts that the project's water demand can be met per the District's 2020 Urban Water Management Plan (UWMP), yet it also states that the project site is not included in the UWMP. Mr. Swanson explained that staff generally forecasts what might be developed, using the City of Beaumont's development and land use plans, and County maps, and those anticipated projects are cast in the UWMP. General Manager Jagers expressed confidence in the projections and reiterated that the UWMP casts the full District sphere of influence. He noted that the District's Master Plan and UWMP identify historically known projects and have projected the area's water use at between about 20,000 and 25,000 acre-feet at full buildout. The numbers were reviewed, and an upward revision is not expected, he stated.

Mr. Swanson noted that staff had reviewed the WSA, and the language in the document could be revised if the Board preferred. He pointed out that the project is within the City of Beaumont sphere of influence and is being changed from residential (urban village) in the range of 6,000 units to commercial.

Director Covington also noted that recycled water demand is 237 acre-feet per year. There is no recycled water supply, and it is unknown when it may be available given the challenges the City faces, and this need will be backfilled with domestic supplies, totaling 300 acre-feet of potable demand, he stated. The 2020 UWMP anticipated recycled water being available by 2025, but its summer demand is already fully allocated, he reminded. He highlighted the risks of over-allocating the District's water portfolio, especially given recent years when the District was forced to deplete its Beaumont Basin storage account to meet demands during periods of zero State Water Project allocations. He stressed that those storage gains were only rebuilt by purchasing additional water supplies, and that these were extraordinary wet years not to be relied upon as standard. Director Covington called the WSA an unfair analysis, expressed skepticism, reminded the Board of its challenges in drought years, and of the state conservation mandates, and questioned the wisdom of continuing to approve large developments with major water demands under those conditions.

Staff responded to Director Covington's request for a comparison of water use for 5,000 homes, estimating residential demand of 2,500 to 2,700 AFY. Mr. Swanson

noted different calculations for other multi-family units, noting that it still exceeds the demand of an industrial project in both potable and non-potable.

This is a very large water demand project, Covington continued. He acknowledged the conditions on the developer to bring in additional imported water. Mr. Swanson elaborated on the two project-specific conditions requiring the developer to either wait for recycled water to become available or help fund alternative sources. He reiterated that the project is several years away from buildout, potentially aligning with future availability of recycled water. Jagers acknowledged the concerns, referred to the 2022 draft Recycled Water Master Plan, and noted that the winter demand balances out the shortfall in the summer.

Director Covington emphasized the depletion of the District's Beaumont Basin storage account during dry years, and the need to meet demand without State Project Water. He said he believed the District's supplies are being overallocated and called for a more conservative and realistic approach in issuing will-serve letters. Jagers referred to supply forecasting by the SGPWA, discussed imported water supply, and suggested an update for the Board, and Mr. Swanson discussed conjunctive use.

Mr. Grant Ross of Orbis Real Estate Partners (the project developer) characterized the project as a godsend compared to the potential 4,913 dwelling units that would have been anticipated by the City. He said it not only avoided a drain on city resources but could occupy the 500 acres more efficiently from a water perspective. He urged open-mindedness and noted that rainfall needed to be considered along with the years of record drought.

Directors Hoffman and Williams expressed shared concerns with Director Covington. Hoffman emphasized the lack of clarity around recycled water availability including regulatory requirements, uncertain costs, undetermined allocation rights, and the possibility that the City of Beaumont would not choose to sell recycled water to the District at all. These unknowns, Hoffman indicated, undermine the assumption that non-potable demand for the Beaumont Heights project can be met without drawing on potable supplies. Given the scale of the non-potable demand and the uncertainty, Hoffman expressed concern that the entire non-potable requirement could fall on the potable water supply, which would strain the District's resources. He stated his support for the concerns raised by Director Covington and concluded that the project's water planning assumptions deserve further scrutiny.

Director Williams acknowledged the possible reliance on domestic water supplies due to the lack of recycled water and highlighted the public safety benefits of development on fire-prone land. Mr. Ross acknowledged Director Williams' concerns about fire and said the developer would welcome the opportunity to provide drought resistant landscape.

President Slawson emphasized the importance of balancing the water supply concerns with realistic planning and the District's responsibilities as a water provider. He acknowledged the regional water supply challenges and expressed general concern over the uncertainties surrounding future availability. He emphasized that many of the most significant factors affecting water supply, such as state and federal water policy, and infrastructure projects like the Delta Conveyance and Sites Reservoir, are beyond the District's control. He pointed out

that the District may ultimately be forced to implement rationing or other water restrictions if conditions worsen. While recycled water will eventually become available, the timeline and quantity remain uncertain, he noted.

It was moved by Director Ramirez and seconded by Director Williams to approve the staff recommendations and adopt the resolutions. The motion failed on a 3-2 vote.

*The Board **declined** approval:*

1. *Resolution 2025-\_\_, Acknowledging the Review, Receipt and Acceptance of the Water Supply Assessment for the Proposed Beaumont Heights Industrial Project located southeast of the intersection of California Avenue and Highway 79*
2. *Request for “Will Serve Letter” for water service to the proposed development of the Beaumont Heights Industrial Project*
3. *Resolution 2025-\_\_: Requesting the Riverside Local Agency Formation Commission to take Proceedings for Annexation of a Portion of the District’s Service Boundary of the following parcels:  
APNs 424-090-007, 424-090-008, 424-110-007, 424-110-008, 424-110-009, 424-110-010, 424-130-001, 424-130-002, 424-130-003, 424-140-001, and 428-020-001*

*by the following roll-call vote:*

MOVED: Ramirez	SECONDED: Williams	FAILED 3-2
AYES:	Slawson, Williams	
NOES:	Covington, Hoffman, Ramirez	
ABSTAIN:	None	
ABSENT:	None	

**6. BCVWD Fiscal Year 2024 Operating Budget Carryovers**

Director of Finance and Administration Sylvia Molina presented the budget carryover schedule and explained the criteria for rolling items over into the next fiscal year budget. Four projects meet the criteria:

- Capacity Charges study
- Water Rate study
- Reservoir maintenance
- CV Strategies outreach for the water rate study

*The Board approved the Fiscal Year (FY) 2024 Operating Budget Carryovers, from the FY 2024 Budget to the FY 2025 Budget by the following roll-call vote:*

MOVED: Ramirez	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**7. Resolution 2025-08: Amending the District’s Policies and Procedures Manual Part I Policy 3111 Leave for Crime Victims and Family Members**

Human Resources Manager Ren Berioso presented the policy in compliance with AB 2499 and AB 1041, dealing with leaves of absence and designated persons. He noted it had been vetted by legal counsel and recommended by the Personnel Committee. Director Covington noted discussion by the Personnel Committee and that most changes are driven by state law.

*The Board adopted Resolution 2025-08: Amending the District’s Policies and Procedures Manual Part I Policy 3111 Leave for Crime Victims and Family Members by the following roll-call vote:*

MOVED: Covington	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**8. Discussion of Data Scrubbing Services - LeoWeb Protect Services (Tabled from February 27, 2025)**

General Manager Jagers explained this has been brought to the Board upon request of a Board member. The vendor for consideration provides a service that minimizes personal information (names and addresses) on the internet to protect law enforcement and other officials. Director Ramirez noted that serving the community as a public official has risks and the cost of this service is just under \$100 per year (not \$1,000 as stated in the staff report), which is a small service coverage for elected officials to consider for additional security.

President Slawson stated that he would consider it as a personal service, not something in which the District should be involved. Director Williams asked about addition of family members, and Director Ramirez indicated additional would be paid by the individual, not the local government.

Director Covington acknowledged that it may be legal for an elected official to wipe personal information from the internet and expressed doubt, but said he supported the concept. He recommended it as an option and that staff bring back further information.

Legal Counsel James Markman concurred with the removal of personal information such as addresses and phone numbers, but cautioned about First Amendment concerns and content control, such as stories posted online (even if fictitious). The Board should not use public money to fund the service if it entails eradicating posted stories in order to protect public officials.

The Board directed staff to bring back further information.

**9. Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem**

Recording Secretary Lynda Kerney reviewed the list of events and responded to questions. Directors indicated interest in the following events:

DAY	EVENT	Est. Cost	Vote?	COVINGTON	HOFFMAN	RAMIREZ	SLAWSON	WILLIAMS
11-Mar	CSDA Webinar: AI in 2025	FREE				YES		YES
<b>11-Mar</b>	<b>CWA: Women in Water Seminar</b>	<b>\$75</b>	<b>APR</b>					YES
14-Mar	Beaumont Chamber Breakfast	\$25					YES	YES
<b>24-Mar</b>	<b>Calif-Nevada Drought Outlook</b>	<b>\$25</b>	<b>APR</b>			YES	NO	YES
2-Apr	CSDA Virtual Workshop (2 days)	\$265				YES	NO	MAYBE
10-Apr	WEF Water 101 Workshop	\$2,628					MAYBE	MAYBE
<b>11-Apr</b>	<b>WEF Watershed Tour</b>	<b>\$500</b>	<b>APR</b>				MAYBE	MAYBE
11-Apr	Beaumont Chamber Breakfast	\$25			YES		YES	
21-Apr	CSDA Special District Leadership Academy	\$2,943					YES	YES
1-May	CSDA Workshop - Financial Management	\$1487					NO	
8 – May	BIA Economic Update	\$94					YES	YES

*The Board preapproved attendance of all directors at the following events for purposes of per diem and reimbursement of associated reasonable and necessary transportation expenses per District policy:*

- *Building Industry Association Economic Update on May 8 by the following roll-call vote:*

MOVED: Slawson	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

**10. Reports For Discussion and Possible Action**

a. Ad Hoc Committees:

- i. Communications Committee: Director of Finance and Administration Sylvia Molina presented the Association of California Water Agencies (ACWA) Outreach Handbook.
- ii. Sites Reservoir: A meeting is scheduled on March 19.
- iii. Bogart Park No report.
- iv. Water Re-Use 3x3: An update will be given in closed session.
- v. Board Policies: The next meeting will be March 17.



b. Standing Committees

*A written report was provided.*

Personnel Committee: Director Covington noted that the update of policies are at 98 percent completion.

c. Directors' Reports:

*Reports were provided as follows:*

- Beaumont Chamber Breakfast on February 14, 2025 (Hoffman, Slawson, Williams)
- CSDA Webinar: Exploring Financial Strategies: Funding Options for Special Districts on February 18, 2025 (Hoffman, Ramirez, Williams)
- CSDA Virtual Workshop: Governance Foundations on February 19, 2025 (Ramirez, Slawson, Williams)
- CSDA Webinar: Leadership Lessons with Board Members on February 21, 2025 (Hoffman, Slawson, Williams)
- CSDA Webinar: Maximize Your Membership: Resources for Board Members on February 24, 2025 (Hoffman, Slawson, Williams)
- CSDA Webinar: Board Member and District Liability Issues on February 25, 2025 (Hoffman, Ramirez, Slawson)
- CSDA Virtual Workshop: Budget Preparations for Special Districts on February 26-27, 2025 (Ramirez, Williams)
- San Geronio Pass Water Agency Meeting on March 3, 2025 (Slawson)
- Special Beaumont Basin Watermaster Meeting on March 5, 2025 (Slawson)
- CSDA Webinar: AI in 2025: Legal Landscape and Strategic Imperatives on March 11, 2025 (Ramirez, Williams)
- California Water Association: Women in Water Leadership Seminar 2025 on March 11, 2025 (Williams)
- Water Education for Latino Leaders (WELL) Two Day Conference on March 7-8, 2025 (Ramirez)

d. Directors' General Comments: None.

e. General Manager's Report. Mr. Jagers reported:

Fire Preparedness and Water System Capacity

- Emphasized that public water systems are designed for structure fires (one to two homes), not large-scale wildfires.
- Hydrant and valve exercising is ongoing; however, full compliance with target cycles is aspirational.
- During the Apple Fire, all hydrants used by water trucks functioned properly, although 11 leaks were caused due to system surges.
- Discussed natural disaster unpredictability and limitations in firefighting infrastructure.

- Coordination with Banning and support for fire helicopters through water sources (e.g., Bogart Park lake) continues.

#### Facilities Planning and Fee Structure

- Final data was sent to Raftelis, the facilities fee consultant, for evaluating:
  - Today's system demands
  - Future requirements under "Making Conservation a California Way of Life"
- The analysis aims to inform future facility fees and planning, including input from the ad hoc Sites Reservoir committee.

#### Chromium-6 Compliance

- Staff is actively working on solutions for chromium-6 avoidance.
- Plans to present a discussion to the board including:
  - City of Banning's ideas
  - Staff's facility-wide analysis and recommendations

#### Project Updates

- Cherry International Parkway Pipeline: Valves expected end of March; construction to begin late March or early April.
- B-Line Edgar Canyon ARPA-funded project: Materials are arriving; construction to start soon.
- Well 1A Drilling Project:
  - Caused noise concerns due to nighttime operations (2:30 a.m. incident hitting a rock).
  - Letters were sent to residents; shipping containers used to dampen noise.
  - Development phase: Gravel pack finished; now moving into airlift development and pumping test.
  - Discharge strategy:
    - Low-flow water diverted to Cherry Channel via non-potable line
    - High-flow water redirected down Palm Avenue with City of Beaumont's cooperation

#### Grant Writing Services

- Current contract for grant writing services ends in April.
- Will discuss at a future workshop whether to continue with Townsend or seek alternative firms.
- Briefly discussed alternative approaches with Mr. Eckhart from the Pass Agency.

#### Noble Tank Site

- Demolition at Noble Tank mostly complete:
  - Quonset hut and foundation removed using rented equipment
  - Riprap generated for reuse in other areas to reduce future costs and avoid disposal fees

f. Legal Counsel Report: None.

## 11. Topic List for Future Meetings

	Item requested	Date of request	Requester
A	Report on alternative energy sources and storage (Agendize in August per Dan Jagers 2/27/25)	1/23/25 and 2/12/25	Ramirez

## 12. Announcements

*President Slawson pointed out the announcements:*

- Regular Board Meeting: Wednesday, Mar. 12 at 6 p.m.
- Personnel Committee: Tuesday, Mar. 18 at 5:30 p.m.
- San Gorgonio Pass Regional Water Alliance: Wednesday, Mar. 26 at 5 p.m.
- Engineering Workshop: Thursday, Mar. 27 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Apr. 2 at 11 a.m.
- Finance & Audit Committee meeting: Thursday, Apr. 3 at 3:00 p.m.
- Regular Board Meeting: Wednesday, Apr. 9 at 6 p.m.
- Town Hall Meeting on Proposed Increase in Water, Fire, and Nonpotable (Recycled) Water Rates and Service Charges: Thursday, Apr. 10 at 6 p.m.

## 13. Closed Session: 8:15 p.m.

*President Slawson announced the following Closed Session items:*

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to California Government Code Section 54956.8  
Property: Sites Reservoir and water rights associated therewith  
Agency Negotiator: Dan Jagers, General Manager  
Under Negotiations: Continued participation in financial support of the Project
- b. CONFERENCE WITH LEGAL COUNSEL  
Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of California Government Code Section 54956.9  
One potential case

*Added to the agenda pursuant to GC 54954.2:*

- c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Draper 26, LLC vs Beaumont-Cherry Valley Water District  
Case no. CVRI 2406726
- d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
To which the District is a party pursuant to Government Code Section 54956.9(d)(1)  
In re Appeal of Beaumont - Cherry Valley Water District re Department of Industrial Relations, Inspection No. 1733753

**Reconvene in Open Session: 9:13 p.m.**

**14. Report on Action Taken During Closed Session**

President Slawson stated that there was no reportable action taken.

**15. Adjournment:** *President Slawson adjourned the meeting at 9:13 p.m.*

ATTEST:

*DRAFT UNTIL APPROVED*

*DRAFT UNTIL APPROVED*

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Director Daniel Slawson, President  
to the Board of Directors of the  
Beaumont-Cherry Valley Water District

---

Director Andy Ramirez, Secretary  
to the Board of Directors of the  
Beaumont-Cherry Valley Water District



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 3g**

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** Revision of 2025 Board of Directors Regular Meeting Schedule

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**Staff Recommendation**

Revise the 2025 Meeting Schedule to change the Personnel Committee meeting from 5:30 p.m. to 4:30 p.m.

**Executive Summary**

The 2025 Meeting Schedule was adopted by the Board on December 11, 2024. The meeting time of standing committees is not outlined in District policy, and may be changed by the Board as desired.

The Personnel Committee has expressed desire to change the regular meeting time of the Committee on the third Tuesday of each month to 4:30 p.m. The current meeting time is 5:30 p.m.

The attached revised meeting schedule, if approved by the Board, will be posted on the District's website and in front of the building, as per usual procedure. The change will be implemented beginning with the April 15, 2025 meeting.

**Attachments**

1. Revised 2025 Meeting Schedule

Staff Report prepared by Lynda Kerney, Executive Assistant



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
BOARD OF DIRECTORS AND STANDING COMMITTEES  
2025 REGULAR MEETING SCHEDULE - REVISED**

**Regular Meetings**

**Second Wednesday of every month**

Meeting time is 6:00 p.m. unless otherwise noted on posted agendas.

January 8

February 12

March 12

April 9

May 14

June 11

July 9

August 13

September 10

October 8

November 12

December 10

**Engineering Workshop**

**Fourth Thursday of every month**

Meeting time is 6:00 p.m. unless otherwise noted on posted agendas.

January 23

February 27

March 27

April 24

May 22

June 26

July 24

August 28

September 25

October 23

November 20 (3<sup>rd</sup> Thurs due to Holiday)

**Finance and Audit Committee**

**First Thursday of the month**

Meeting time is 3:00 p.m. unless otherwise noted on posted agendas.

January 2

February 6

March 6

April 3

May 1

June 5

July 2 (Wednesday due to 7/3 holiday)

August 7

September 4

October 2

November 6

December 4

**Personnel Committee**

**Third Tuesday of the month**

Meeting time is ~~5:30 p.m.~~ **4:30 p.m.** unless otherwise noted on posted agendas.

January 21

February 18

March 18

April 15

May 20

June 17

July 15

August 19

September 16

October 21

November 18

**District Holidays 2025**

Jan. 1 New Year's Day

Jan. 20 Martin Luther King Day

Feb. 17 President's Day

May 26 Memorial Day

July 3 Independence Day (observed)

Sept. 1 Labor Day

Nov. 11 Veterans Day

Nov. 27 Thanksgiving Day

Dec. 25 Christmas Day

Agendas are posted 72 hours in advance of a regular meeting and 24 hours in advance of a special meeting, and are available at [bcvwd.gov](http://bcvwd.gov). Members of the public may address the Board of Directors on any item within the jurisdiction of the Board; however no action may be taken on any item not appearing on the agenda, unless the action is otherwise authorized by Govt Code 54954.2(b). Meetings are held at the BCVWD office at 560 Magnolia Avenue, Beaumont, CA 92223 unless otherwise noted on the agenda. For information, please contact the Executive Assistant at (951) 845-9581.



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 4**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** **Authorization of the purchase of one Towable Power Vacuum and Valve Exerciser Trailer and one Towable Power Vacuum Excavator Trailer, and the Reallocation of Capital Improvement Funds to Fund The Purchase**

---

**Staff Recommendation**

Authorize the General Manager to purchase one (1) Towable Power Vacuum and Valve Exerciser trailer and one (1) Towable Power Vacuum Excavator trailer from Pres Tech for a total of two (2) towable trailers in an amount not-to-exceed \$204,000 and authorize the General Manager to reallocate Capital Improvement Funds collected for Project Number VE-TRUK-0015 to make said purchase. The not-to-exceed total of \$204,000 includes an approximate 10% contingency.

**Executive Summary**

The District currently has a valve exercise and vacuum excavator unit mounted on a truck frame that was purchased in 2004 and is identified as Unit #8. Unit #8 has been a vital tool for the Operations Department and has been used for work related to valve exercising as well as for emergency leak repairs and potholing of district water facilities and associated other utilities facilities. At this time, Staff identifies that the power vacuum excavator component of said vehicle has reached the end of its service life and requires repair and/or replacement. The quoted repair/replacement cost \$34,000 (rounded) to replace worn components and repair and return the equipment to serviceability.

Replacement of this unit was identified in the 2025-2029 Capital Improvement Budget (CIB), however, staff has identified that the purchase of two trailer mounted equipment items would provide more flexibility and better fit for current District planned operational activities.

Said proposed alternative trailer mounted equipment to replace current equipment mounted on Unit #8 includes the following equipment:

1. Trailer mounted power vacuum 100-gallon tank and valve Exerciser
2. Trailer mounted power vacuum excavator 500-gallon tank with 2-separate motors for vac and pressure excavator

The reprogramming of funds identified in the 2025-2029 CIB in the amount of \$207,300 to purchase the Power Vacuum Towable Trailers not only provides increased flexibility but by not purchasing a new replacement vehicle would also serve to minimize the District's exposure to the State of California's unfunded mandate regarding upcoming electrified fleet vehicle requirements.



## **Background**

At its Regular Meeting of December 11, 2025, the Board of Directors approved the 2025 Operating Budget and 2025-2029 Capital Improvement Budget (CIB), which provides a schedule and funding source for the replacement of various District Fleet Vehicles necessary to provide efficient delivery of services to the community. One such vehicle, identified as Capital Improvement Project (CIP) Number VE-TRUK-0015 with a total budget cost of \$207,300 and is further identified in the CIP as the GIS/Muck Truck (Freightliner Diesel) (May 2004) Unit #8 Replacement, is scheduled for 2025.

The District operates a drinking water system and a non-potable water system that depend on isolation valves to control or stop the flow of water within water mains and appurtenances. The District also excavates facilities to effect repairs and identify other utility conflicts with existing and/or proposed District facilities.

District system valves require routine maintenance that involves exercising the valves by way of opening and closing the valve to ensure proper operating functionality during an emergency and during normally scheduled work activities. Additionally, valves are exercised during fire hydrant inspection and maintenance activities.

District Staff also potholes existing water and other utility facilities, removes water from flooded trenches, and effect efficient materials removal during emergency repair activities. The use of unit #8's vacuum excavation system has historically been used to minimize backhoe or excavator excavation activities in near pipe excavations as well as minimize staff in-trench activities, thereby increasing District overall safety protocols related to both buried facilities and staff safety.

Staff has reviewed available solutions from various vendors and solicited costs for similar equipment options to identify associated costs and has identified that the best overall solution would be to purchase two trailer-mounted equipment solutions to replace unit #8 which would include: a trailer-mounted power vacuum with a hydraulic valve exerciser with a 100-gallon storage tank; and a second trailer-mounted power vacuum with a 500-gallon storage tank.

Staff has further solicited equipment cost quotations from various equipment vendors and requests that the Board of Directors authorize the reprogramming of CIB funds and further authorize the General Manager to purchase the said equipment based on availability, cost and equipment.

Upon review of available equipment configurations as well as received quotations, staff identifies Pres Tech Equipment Company best meets the District's needs and can provide separate equipment trailers for both the valve exercise solution as well as the excavation solution that are reasonably competitive with other vendors and provides a sole manufacturer solution for similar equipment. Staff further identify that Pres Tech Equipment Company appears to have a standardized power vacuum and valve exercise equipment suitable to meet the District's needs.

The results of the equipment vendor quotes are identified in Table 1 and 2 hereafter.





**Table 1 Power Vacuum Excavator with 100 Gallon Tank and Valve Excavator**

Supplier	Equipment	Quote
Pres Tech (1)	Power Vacuum 100-gallon Tank and Valve Exerciser	\$ 92,579.00
Custom Build	No Comparable Equipment Identified	\$0

(1) Recommended Equipment

**Table 2 – Power Vacuum Excavator with 500 Gallon Tank**

Supplier	Equipment	Quote
Pres Tech (1)	Power Vacuum Excavator 500-gallon Tank with 2-Separate Motors for Vac and Pressure Excavator	\$ 92,514.35
Vermeer	Power Vacuum Excavator 500-gallon Tank with 1-Single Motor for Vac and Pressure Excavator	\$113,586.67
Ditch Witch	Power Vacuum Excavator 500-gallon Tank with 1-Single Motor for Vac and Pressure Excavator	\$88,027.61

(2) Recommended Equipment

Table 3 summarizes the overall equipment costs and contingencies:

**Table 3 Summarized Equipment Cost and CIB allocation**

CIP Number	CIB Project	CIB Allocation	Reallocated Projects	Reallocated Amount	Estimated Savings
VE-TRUK-0015	GIS/Muck Truck (Freight Liner Diesel)	\$ 207,300.00	Power Vacuum with Valve Exerciser	\$ 92,579.00*	
			Power Vacuum Excavator	\$ 92,514.35*	
<b>Sub Total:</b>				<b>\$185,093.35</b>	<b>\$ 22,206.65</b>
<b>10% Contingency:</b>				<b>\$18,509,34</b>	
<b>Total (rounded):</b>				<b>\$203,700.00</b>	<b>\$3,600</b>



At this time, Staff also proposes to repurpose Unit #8 (a Freightliner Diesel Truck which still has some service life available) to a stake bed truck for transporting lumber and construction material for the Utility Maintenance Crew. This would be achieved by Staff's removal of the Power Vacuum Excavator equipment and installing wood or metal decking on the truck bed utilizing funds authorized as part of the 10% contingency identified above. These modifications can be made by District staff and would further provide flexibility and resources to the Operations Department.

### **Fiscal Impact**

The fiscal impact to the District will be an amount not-to-exceed \$203,700. Funds are available for this purchase from the District's Capital Replacement Reserves and as set forth in the 2025-2029 Capital Improvement Budget.

### **Attachment(s):**

Equipment Data Sheets for:

1. Power Vacuum 100-gallon Tank and Valve Exerciser
2. Power Vacuum Excavator 500-gallon Tank with 2-Separate Motors for Vac and Pressure Excavator

Staff Report prepared by James Bean, Director of Operations



## ATTACHMENT 1

Staff have identified equipment that will accomplish the goal of increasing efficiency and reducing the risk of injury by way of using a towable trailer equipped with a Power Vacuum with a 100-gallon tank to remove debris from the valve can, a Hydraulic Valve Exerciser with extendable arm to operate the valve and monitor the operating nut revolutions, emergency flashers, and a pressure washer with onboard water storage tank to assist in excavation when necessary.

Similarly, this equipment will accomplish the goal of increasing efficiency by allowing staff to excavate facilities faster and further reducing the risk of injury by using the equipment to do heavy lifting and decreasing the need for hand digging during various activities. Said equipment is comprised of a Power Vacuum with a 500-gallon storage tank, emergency flashers, and a pressure washer with on-board water storage tank to assist in excavation activities. Suppliers were contacted and Pres Tech has been identified as having the best options to meet the District's needs as said equipment has individual motors for both the Power Vacuum and Pressure Excavator allowing full power while using either tool. Equipment from other vendors share a single motor that reduces the total power output to a single piece of equipment when both tools are engaged at the same time. The results of the quotes collected for similar but not exact comparable equipment are identified in the staff report.

Unit #8 is equipped with a Power Vacuum Excavator that has been a vital tool for the Operations Department since 2004 in emergency leak repairs and during potholing of water facilities. Recently, the Power Vacuum Excavator component of said vehicle reached the end of its service life and has been quoted to cost \$34,000 (rounded) to repair and return the equipment to serviceability. Due to the age and extensive use of the equipment, replacement as identified in the 2025-2029 CIB is proposed. However, staff identifies that a reallocation of funds to purchase the aforementioned Power Vacuum Towable Trailers instead of replacing the GIS/Muck Truck in kind would be a more beneficial opportunity for the Operations Department.

## Attachment 2



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TO: WHOM IT MAY CONCERN

FR: Ron Brewer

Memo: Pacific Tek Representation in California / Sole Source Letter / PV100 & PT1000 Trailers

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TO WHOM IT MAY CONCERN:

Pacific Tek is proud to have Pres Tech as their dealer in all of California for over 30 years, we at Pacific Tek value long lasting relationships in our dealers. Pres Tech has factory trained technicians ready to service all of the Pacific Tek Valve Operators and vacuum equipment in California.

Pres Tech's qualified technicians can repair the equipment and knows the technical side of some of the older equipment with a full stock of parts for equipment that may be 15 to 25+ years old and out of production.

Pres Tech is also an authorized training facility on any of Pacific Tek's equipment and can offer credit hours for valve exercising training.

We at Pacific Tek keep our dealers up to date on the latest products, technologies and service methods. You can be assured that you will get the same quality service as you would get from the factory. Pres Tech is the Sole Source Supplier and Service Center of all the Pacific Tek Equipment in the State of California.

Pres Tech is a Sole Source Supplier of the PV100, PT1000 Trailer. The PT1000 is the only Valve operator arm on the market that produces an adjustable torque from 0-850 Foot pounds of Torque.

Please contact Pres Tech, located at 7552 Reynolds Circle, Huntington Beach CA 92647, Phone (714) 835-3440 or email [sales@pres-tech.com](mailto:sales@pres-tech.com)

Kind regards,

Ron Brewer

*Ron Brewer*

National Sales Manager



TO: WHOM IT MAY CONCERN

FR: Darin Preston

RE: Pres Tech Representation in California

TO WHOM IT MAY CONCERN,

Please be advised that Pres Tech is the **Sole Source Service Center and Supplier** of Pacific Tek Vacuum Excavators, Pacific Tek Valve Operators, Saw Trailer, Parts and Accessories. Pres Tech is the sole supplier for training, warrantee repairs and support in the State of California. Pres Tech carries all testing equipment and tools for trouble shooting and repairing PV Vacuum Excavators and PT Valve Operator.

Regards,

Darin Preston

Manager



7552 Reynolds Circle

Huntington Beach CA 92647

[www.pres-tech.com](http://www.pres-tech.com)

(888) 444-2439

(714) 835-3440



7552 Reynolds Circle  
 Huntington Beach, CA 92647  
 714-835-3440

# Estimate

Estimate#	: <b>EST-002457</b>	Freight/Shipping	: <b>Beaumont CA</b>
Estimate Date	: <b>03-11-2025</b>	Lead Time	: <b>30-35 weeks ARO Estimated</b>
Expiry Date	: <b>03-29-2025</b>	Payment Terms:	: <b>Net20</b>

<b>Bill To</b>	<b>Ship To</b>
<b>Beaumont Cherry Valley Water District</b> 560 Magnolia Ave. Beaumont, CA 92223	Beaumont Cherry Valley Water District , WILL CALL

Item No	Item & Description	Qty
1	PV100-PT1000-D1HW-T Power Vacuum and Valve Exerciser <ul style="list-style-type: none"> <li>• Hydraulic Powered Valve exerciser 850 Ft-lb</li> <li>• 100 gallons debris</li> <li>• Drive One Powered Source</li> <li>• Pressure Washer System</li> <li>• Single 5200# axle- Black Trailer</li> <li>• Equipment painted safety yellow</li> </ul>	1
2	Slide Track for PT1000	1
3	Delivery Delivery and Training	1

Sub Total	86,100.00
Orange County - Huntington Beach 92647 (7.75%)	6,479.00
<b>Total</b>	<b>\$92,579.00</b>

There will be a 2.9% service fee charge added to the total invoice amount if payment is made by credit card.  
 Shipping is subject to change at anytime

**Terms & Conditions**

Returns: All returns must be pre-approved by Pres Tech and returned to Pres Tech in resalable condition. Returns are subject to 45% restocking charge fee; freight charges are non-refundable. Trailers, skids and truck body units are non-returnable. No warranty will apply if the product has been subject to misuse, neglect, accident, modification, or altered in any way. Special orders are non-refundable. Any used equipment is not returnable and non-refundable.



**PRES-TEC**  
TRENCHER EQUIPMENT COMPANY  
(888) 444-2439  
www.pres-tec.com

**Patent Pending**  
**Peaceful-Tech**

**CAUTION!**  
Do not touch the hot parts of the machine when it is running.

**CAUTION!**  
Do not touch the hot parts of the machine when it is running.

# Attachment 3



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TO: WHOM IT MAY CONCERN

FR: Ron Brewer

Memo: Pacific Tek Representation in California / Sole Source Letter PV500-GHO-W-Body & PV500-GHO-W-T

---

TO WHOM IT MAY CONCERN:

Pacific Tek is proud to have Pres Tech as their dealer in all of California for over 30 years, we at Pacific Tek value long lasting relationships in our dealers. Pres Tech has factory trained technicians ready to service all of the Pacific Tek Valve Operators and vacuum equipment in California.

Pres Tech's qualified technicians can repair the equipment and knows the technical side of some of the older equipment with a full stock of parts for equipment that may be 15 to 25+ years old and out of production.

Pres Tech is also an authorized training facility on any of Pacific Tek's equipment and can offer credit hours for valve exercising training.

We at Pacific Tek keep our dealers up to date on the latest products, technologies and service methods. You can be assured that you will get the same quality service as you would get from the factory.

Pres Tech is a Sole Source Supplier of the PV500-GHO-W-Body & PV500-GHO-W-T. PV500-GHO-W-Body and PV500-GHO-W-T are the only vac units on the market with a spit motor package using two separate gas motors to drive 1000 CFM vacuum pump and water system independently resulting in improved fuel economy. The vacuum trailer and body are the only units that drives 4" hose at 1000 CFM and 3500 PSI simultaneously and has Class C driver compliance.

Please contact Pres Tech, located at 7552 Reynolds Circle, Huntington Beach CA 92647 Phone (714) 835-3440 or email [sales@pres-tech.com](mailto:sales@pres-tech.com)

Kind regards,

Ron Brewer

*Ron Brewer*

National Sales Manager





TO: WHOM IT MAY CONCERN

FR: Darin Preston

RE: Pres Tech Representation in California

TO WHOM IT MAY CONCERN,

Please be advised that Pres Tech is the **Sole Source Service Center and Supplier** of Pacific Tek Vacuum Excavators, Pacific Tek Valve Operators, Saw Trailer, Parts and Accessories. Pres Tech is the sole supplier for training, warranty repairs and support in the State of California. Pres Tech carries all testing equipment and tools for trouble shooting and repairing PV Vacuum Excavators and PT Valve Operator.

Regards,

Darin Preston  
Manager



7552 Reynolds Circle

Huntington Beach CA 92647

[www.pres-tech.com](http://www.pres-tech.com)

(888) 444-2439

(714) 835-3440



7552 Reynolds Circle  
 Huntington Beach, CA 92647  
 714-835-3440

# Estimate

Estimate#	: <b>EST-002458</b>	Freight/Shipping	: <b>Beamont</b>
Estimate Date	: <b>03-11-2025</b>	Lead Time	: <b>30-35 Weeks ARO Estimated</b>
Expiry Date	: <b>03-29-2025</b>	Payment Terms:	: <b>NET20</b>

<b>Bill To</b>	<b>Ship To</b>
<b>Beaumont Cherry Valley Water District</b> 560 Magnolia Ave. Beaumont, CA 92223	Beaumont Cherry Valley Water District , WILL CALL

Item No	Item & Description	Qty
1	PV500-GHO-W-T • 500 Gallon Vac • 38 HP Engine 1000 CFM • 14 HP Engine Pressure Washer System • Trailer 9990 Rated • All Equipment Powder Coated Safety Yellow	1
2	Tank Mounted Telescoping Hose Support Boom - Mounted to top of tank - tank reinforced to support fulcrum weight - Hose support reach 6' to 10' from mounting - Manual operation	1
3	Delivery Delivery and Training	1

There will be a 2.9% service fee charge added to the total invoice amount if payment is made by credit card.  
 Shipping is subject to change at anytime

Sub Total	86,040.00
Orange County - Huntington Beach 92647 (7.75%)	6,474.35
<b>Total</b>	<b>\$92,514.35</b>

**Terms & Conditions**

Returns: All returns must be pre-approved by Pres Tech and returned to Pres Tech in resalable condition. Returns are subject to 45% restocking charge fee; freight charges are non-refundable. Trailers, skids and truck body units are non-returnable. No warranty will apply if the product has been subject to misuse, neglect, accident, modification, or altered in any way. Special orders are non-refundable. Any used equipment is not returnable and non-refundable.





**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 5**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** **Authorization to Enter into a Contract with T.R. Holliman Associates, Inc. for Consulting Services to Update the District's Cross-Connection Control Plan (CCCP)**

---

**Staff Recommendation**

Waive the requirements of BCVWD Policies and Procedures Manual Part III Section 17-B Purchasing regarding obtaining of informal quotes and authorize the General Manager to enter a professional services agreement with T.R. Holliman Associates, Inc., in association with John Robinson Consulting, Inc., for an amount not to exceed **\$29,580** for consulting services related to updating the District's Cross-Connection Control Plan (CCCP) in accordance with the State Water Resources Control Board's 2023 Cross-Connection Control Policy Handbook (Handbook).

**Executive Summary**

The State's updated Handbook (effective July 1, 2024) requires all water purveyors to update and submit a fully compliant Cross-Connection Control Management Plan by July 1, 2025. The Board of Directors adopted the current CCCP via Resolution 2020-14. Certain components now required by the State, such as residential hazard assessments, recordkeeping, public outreach, and incident response, must be added or revised. Due to ambiguity in the State's guidance and the short timeline for compliance, the General Manager has determined that a sole source requisition is applicable and recommends entering a contract with T.R. Holliman Associates, Inc., who has successfully assisted other agencies in developing approved plans under the new regulations.

**Summary**

The California State Water Resources Control Board (SWRCB) adopted the revised Handbook in December 2023, with new requirements going into effect on July 1, 2024. All public water systems must submit an updated CCCP by July 1, 2025.

While the District's existing CCCP includes many foundational elements, several new or clarified requirements must now be addressed. This includes:

- Hazard assessments for all service types, including residential properties,
- Detailed procedures for backflow incident response and public notification,
- Enhanced recordkeeping, and
- Defined responsibilities for certified testers and specialists.

SWRCB's Handbook introduces several new requirements for public water systems, including comprehensive hazard assessments, updated procedures for incident response, and detailed administrative protocols. While the District's existing plan contains many strong elements, a number of the new requirements have proven difficult to interpret—particularly in the absence of clear implementation guidance from the State.



One of the most challenging areas is the requirement for hazard assessments at private residences, including identifying the presence of fire sprinkler systems and determining whether the configuration is a looped or closed system. The Handbook does not provide a defined method to perform such assessments without entering private property, nor does it clearly identify how compliance will be judged. These ambiguities have made it difficult for water agencies across the state to develop acceptable plans.

To address these issues, BCVWD staff has actively participated in collaborative discussions with neighboring and regional agencies, including Eastern Municipal Water District (EMWD), Rancho California Water District, Western Municipal Water District, and various certified backflow professionals and consultants. These agencies have also raised similar concerns and sought clarification from the Division of Drinking Water and fire authorities regarding inspection protocols and compliance expectations.

Amid these uncertainties, Thomas R. Holliman Associates, Inc., in partnership with John Robinson Consulting, Inc., has demonstrated a working knowledge of what the State will accept. Mr. Holliman has assisted numerous agencies with getting their Cross-Connection Control Management Plans approved under the new Handbook. His recent experience includes the preparation and successful submittal of CCCPs for agencies such as Jurupa Community Services District and others throughout Southern California.

BCVWD in collaboration with the City of Beaumont and the San Geronio Pass Water Agency has previously worked with Mr. Holliman on other projects, including recycled water planning, and has confidence in his ability to deliver regulatory-compliant work on schedule. Given the urgency of the July 1 deadline, and the consultant's proven ability to navigate these gray areas effectively, staff recommends moving forward with this sole-source agreement to ensure timely compliance.

### **Fiscal Impact**

Pursuant to BCVWD Policies and Procedures Manual Part III Section 17-H Purchasing, the General Manager has determined that a sole source contract is applicable under Section H(i): Services can be obtained only from a specific vendor, for the reasons stated above.

Funding for these services is available in the 2025 Operating Budget with no budget amendment needed. The proposed not-to-exceed amount of **\$29,580** is based on similar scopes of work completed by the consultant for other public agencies. However, staff anticipates the actual cost to be lower due to the significant amount of work already completed as part of the District's existing Cross-Connection Control Program and current plan. The higher not-to-exceed amount is requested out of caution, given the sensitivity of the timeline and the need to ensure flexibility to meet the July 1, 2025 submission deadline. Staff will work closely with the consultant to manage scope and costs throughout the project.

### **Attachment(s)**

1. Consultant Proposal: T.R. Holliman Associates, Inc. – March 4, 2025
2. Resolution 2020-14 Existing Cross-Connection Control Program
3. SWRCB Cross-Connection Control Policy Handbook

Staff Report prepared by James Bean, Director of Operations



March 4, 2025

Mr. James Bean  
Operations Manager  
Beaumont Cherry Valley Water District  
560 Magnolia Ave  
Beaumont, CA 92223

Subject: Letter Proposal to assist Beaumont Cherry Valley Water District to Develop a Cross-Connection Control Management Plan

Dear Mr. Bean:

Thomas R. Holliman Associates, Inc., in association with John Robinson Consulting, Inc., (TRH/JRC) are pleased to offer our professional services letter proposal per discussion with staff of Beaumont Cherry Valley Water District (BCWD) who are looking for assistance to develop and finalize a Cross-Connection Control Management Plan (CCCMP) that is consistent with the State Water Resource Control Board Division of Drinking Water's (DDW) Cross Connection Control Policy Handbook (CCCPH).

Per the CCCMPH, BCVWD will be required to have standards for backflow protection and cross-connection control which will include general requirements, hazard assessment and backflow prevention assemblies protection. Finally, there will be requirement to establish record keeping, backflow incident response and notification procedures. See Attachment 1 for DDW's CCCPH which was adopted on December 19, 2023 and effective July 1, 2024.

TRH is a California S Corporation, a certified Small Business Enterprise (SBE) registered with the Port of Long Beach, and a Disadvantaged Business Enterprise (DBE) registered with LA Metro. TRH is located in Highland, CA approximately thirty minutes from BCVWD's offices. JRC is a California S Corporation, a certified Small Business Enterprise (SBE) with the State of California Department of General Services and Metropolitan Water District of Southern California. JRC is located in the City of Pasadena.

TRH/JRC offers a strong cross connection control knowledge which is supported with the last 40 and 30 years of effort, respectively. JRC staff has prepared over twenty cross connection control programs with the last 10 years. Within the last 2 months, TRH/JRC completed and submitted the cross-connection control program for Jurupa Community Services District located in Riverside and are assisting a number of agencies including cities, private water system and special district with their Cross-Connection Control Plans.

This letter proposal outlines our scope of services, schedule and compensation to develop and finalize a CCCMP for BCVWD.

## SCOPE OF SERVICES

### **Task 1 – Meetings and Coordination**

TRH/JRC will conduct a kick-off and two additional meetings with BCVWD staff during the course of the development of the CCCMP. TRH/JRC will prepare the agenda three (3) days prior to the meeting and provide meeting minutes with specific action items two (2) days after the meeting.

TRH/JRC will submit progress reports to BCVWD staff by the 1<sup>st</sup> of each month with the TRH/JRC's invoice. The Progress Reports will provide updates on the project schedule, deliverables, and activities.

### **Task 2 – Evaluate Existing Cross Connection Control Program**

TRH/JRC will evaluate the District's current cross-connection control program, potable distribution system, District Standards and Specifications, and user's hazard classifications. TRH/JRC will provide a review of their evaluation and provide feedback to District staff on areas that need improvement and recommendations of additional measures that may need to be put in place to achieve compliance with the CCCPH and/or improve program effectiveness.

### **Task 3 - Hazard Assessment**

TRH/JRC will review the District's current hazard assessment procedures and determine if the current process is acceptable and meets CCCPH's initial hazard assessment requirements. The District currently has backflow prevention assemblies installed on domestic and fire service lines of commercial, multi-family, institutional, and irrigation customers. The CCCPH also requires assessment of residential services which previously did not need backflow devices. Each category of user will require a separate hazard assessment approach.

TRH/JRC will advise on developing a process and assist with performing initial hazard assessments, including for all of the user classifications. TRH/JRC will assist with establishing procedures for conducting hazard reassessments of user premises. Assistance will be in the form of developing the approaches and drafts of assessment forms or flyers. It will not include performing site inspections.

### **Task 4 – Draft Cross-Connection Control Plan**

TRH/JRC will develop and provide a Draft CCCMP that includes, at a minimum, all procedures and documentation listed in Section 3.1.4 of the CCCPH. TRH/JRC will also be responsible for assisting with the submission of the CCCMP to DDW and providing support for any subsequent actions following the DDW's review. TRH/JRC will be responsible for ensuring the approval of the CCCMP from both District's governing board and the SWRCB. TRH/JRC responsibility to ensure approval will be limited to addressing needed corrections or adjustments to the CCCMP to ensure final approval from the DDW and/or District's governing board.

The Draft CCCMP will include draft language to comply with:

- Section 3.1.3(a)(1) of the Handbook: Operating Rules and Ordinances

- Section 3.1.3 (a)(2) of the Handbook: Cross- Connection Control Program Coordinator
- Section 3.1.3 (a)(3) of the Handbook: Hazard Assessments
- Section 3.1.3 (a)(4) of the Handbook: Backflow Prevention
- Section 3.1.3 (a)(5) of the Handbook: Certified Backflow Prevention Assembly Testers and Certified Cross-Connection Control Specialists
- Section 3.1.3 (a)(6) of the Handbook: Backflow Prevention Assembly Testing
- Section 3.1.3 (a)(7) of the Handbook: Recordkeeping
- Section 3.1.3(a)(8) of the Handbook: Backflow Incident Response, Reporting and Notification
- Section 3.1.3 (a) (9) of the Handbook: Public Outreach and Education
- Section 3.1.3 (a) (10) of the Handbook: Local Entity Coordination.

The CCCMP will ensure compliance with relevant state regulations and guidelines focusing on the CCCPH adopted by DDW as the primary State regulation and guideline.

The CCCMP will identify specific requirements applicable to the District's water system and distribution network. In addition, the CCCMP will outline preventive measures, engineering controls, and appropriate backflow prevention devices for each identified hazard.

### **Task 5 – Revisions to and finalization of CCCMP**

TRH/JRC will incorporate comments on the Draft CCCMP from BCVWD staff. TRH/JRC will revise the Draft CCCMP and submit it electronically via Word and PDF as a Final CCCMP.

Deliverables for Tasks 3 and 4:

- Draft CCCMP, electronically, of the ten (10) Template CCCMP sections for District review.
- Final Draft CCCMP, electronically for District review and final approval
- Final CCCMP incorporating District comments for DDW submittal.

### **Time Schedule**

TRH/JRC proposed the following schedule for the deliverables and if BCVWD has a Draft CCCMP deadline that requires the procedure to be completed sooner then we can discuss and modify the schedule.

1. Complete the kick off meeting within 2 weeks form the receipt of the Notice to Proceed.
2. Complete Task 2 within 10 days of the kick off meeting but is depending on the obtaining information from BCVWD
3. Complete Task 3 Hazard Assessment review and complete the Draft CCCMP for Task 4 within 30 working days from receipt of the information from Task 2.
4. Task 5 schedule will be developed in coordination with BCVWD staff

### **Compensation**

TRH/JRC will provide the above services to BCVWD on a time and material basis. Based on TRH/JRC's present knowledge of the services described above, it is recommended that we have a not-to-exceed budget of \$29,580, with the breakdown shown in Table 1 below.



**Table 1 - Compensation  
Beaumont Cherry Valley Water District**

Task	Task Description	Tom Holliman, Project Manager TRHA	John Robinson Principal Planner JRC	Senior Admin Assistant	Total Hours	Total Labor	ODC's	Total Fee
		\$ 210	\$ 180	\$ 100				
1.0	Meetings and Coordination	12	8	4	24	\$ 4,360	\$ 100	\$ 4,460
2.0	Evaluate Existing Cross Connection Control Plan	8	4		12	\$ 2,400		\$ 2,400
3.0	Hazard Assessment	8	8		16	\$ 3,120		\$ 3,120
4.0	Draft Cross-Connection Control Management Plan	60	20	4	84	\$16,600		\$16,600
5.0	Revisions and Final CCCMP	8	4	4	16	\$ 2,800	\$ 200	\$ 3,000
	<b>Total Hours</b>	96	44	12	152			\$29,580
<b>Not to Exceed Fee</b>							<b>\$</b>	<b>29,580</b>

TRH/JRC commits to timely, responsive services, and to deliver excellence in the offered services to BCVWD. We are eager and enthusiastic to complete this scope of services.

If there are any questions, please feel free to contact me at (909) 573-6802 or tomh@trholliman.com .

Best Regards,



Thomas R. Holliman, PE  
 President/Managing Engineer  
 T.R. Holliman and Associates, Inc.

# Attachment 2 Existing Policy

## RESOLUTION 2020-14

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT ADOPTING A CROSS-CONNECTION CONTROL PROGRAM

**WHEREAS**, via the District's Rules and Regulations Governing Water Service, Part 11, the Board of Directors established general policies for the control of backflow and cross-connections with the intent of complying Title 17, Division 1, Chapter 5, subchapter 1, Group 4, Articles 1 and 2 of the California Code of Regulations; and

**WHEREAS**, this portion of the Code requires the water supplier to protect the public water system from contamination by implementing a cross-connection control program (CCCP); and

**WHEREAS**, the State Water Resources Control Board provides regulations (Title 17 California Code of Regulations) for water agencies to implement a CCCP. The CCCP is an integral part of the District's ability to protect the public water system from potential backflow conditions by identifying specific requirements for cross-connection inspection, approved backflow device selection, installation, testing, record keeping, and enforcement of the program.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Beaumont-Cherry Valley Water District that:

1. The content of Exhibit A, the Cross Connection Control Program, attached hereto, is adopted in its entirety.
2. Nonsubstantive amendments to the Cross Connection Control Program may be made without Board review and / or approval when the change will not have a regulatory effect.
3. If any provision contained in Exhibit A to this Resolution is in conflict with then current state or federal legislative or case law, that legislative or case law shall prevail and shall be followed.

**ADOPTED** this 10th day of June, 2020, by the following vote:

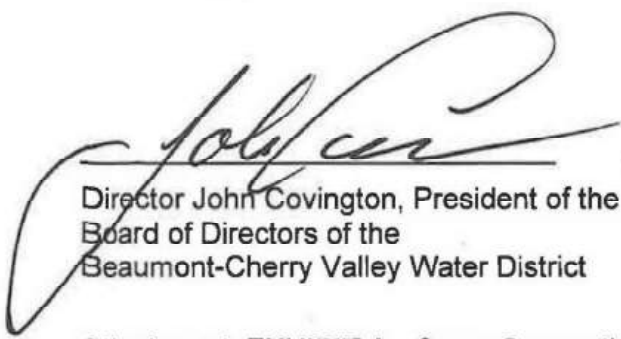
**AYES:** Covington, Hoffman, Ramirez, Slawson, Williams

**NOES:**

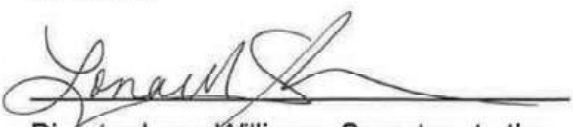
**ABSTAIN:**

**ABSENT:**

**ATTEST:**



Director John Covington, President of the  
Board of Directors of the  
Beaumont-Cherry Valley Water District



Director Lona Williams, Secretary to the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

Attachment: EXHIBIT A - Cross Connection Control Program

## PURPOSE

11.1.1 The purpose of the Cross-Connection Control Program is to protect the public water supply system from contamination due to potential and actual cross-connections. This shall be accomplished by the establishment of a cross-connection control program (CCCP) as required by State regulations.

## 11.2 AUTHORITY

11.2.1.1 This program is adopted pursuant to Title 17, Section 7583 – 7605, inclusive, of the California Code of Regulations, entitled “Regulations Relating to Cross-Connections.”

## 11.3 DEFINITIONS

11.3.1 **Air Gap** – A physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An “approved air gap” shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the receiving vessel; in no case less than 1 inch.

11.2.2 **Approved Backflow Prevention Assembly** – An assembly that has been investigated and approved by the administrative authority having jurisdiction. The approval of backflow prevention assemblies by the administrative authority shall be on the basis of a favorable laboratory and field evaluation report by an approved testing laboratory recommending such approval.

11.2.3 **Approved Testing Laboratory** – The Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USCFCCCHR) or other laboratory having equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies.

11.2.4 **Approved Water Supply** – The public water system consisting of water produced, maintained and delivered to the rate payers by the Beaumont-Cherry Valley Water District, tested and approved by the California Department of Water Resources.

11.2.5 **Atmospheric Vacuum Breaker Backsiphonage Prevention Assembly (AVB)** – An assembly containing an air inlet valve, a check seat and an air inlet port(s). The flow of water into the body causes the air inlet valve to close the air inlet port(s). When the flow of water stops the air inlet valve falls and forms a check valve against backsiphonage. At the same time it opens the air inlet port(s) allowing air to enter and satisfy the vacuum. A shutoff valve immediately upstream may be an integral part of the assembly, but there shall be no shutoff valves or obstructions downstream. The assembly shall not be subjected to operating pressure for more than twelve (12) hours in any twenty-four (24) hour period. An AVB is designed to protect against a non-health hazard or a health hazard under a backsiphonage condition only.

11.2.6 **Auxiliary Water Supply** – Any water supply on or available to the premises other than the water provided by the Beaumont-Cherry Valley Water District’s approved public potable water supply.

- 11.2.7 Backflow** – The undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of the potable supply of water from any source or sources.
- 11.2.8 Backflow Prevention Assembly** – Any effective assembly used to prevent backflow into a potable water system. The type of assembly used shall be based on the existing or potential degree of hazard and backflow condition and/or as further identified in this CCCP under recommendation of the District Cross-Connection Control Specialist. The types of backflow prevention assemblies are:
- 11.2.8.1 Atmospheric Vacuum Breaker Backsiphonage Prevention Assembly (AVB)
  - 11.2.8.2 Pressure Vacuum Breaker Backsiphonage Prevention Assembly Type I and II (PVB)
  - 11.2.8.3 Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly (SVB)
  - 11.2.8.4 Double Check Valve Backflow Prevention Assembly (DC)
  - 11.2.8.5 Double Check Detector Backflow Prevention Assembly Type I and II (DCDA)
  - 11.2.8.6 Reduced Pressure Principle Backflow Prevention Assembly (RP)
  - 11.2.8.7 Reduced Pressure Principle Detector Backflow Prevention Assembly Type I and II (RPDA)
- 11.2.9 Backpressure** – Any elevation of pressure in the downstream piping system (by pump, elevation of piping, steam pressure, air pressure, etc...) above the supply pressure at the point of consideration, which would cause or tend to cause a reversal of the normal direction of flow.
- 11.2.10 Backsiphonage** – A form of backflow due to a reduction in system pressure, which causes a sub-atmospheric pressure to exist in the water system.
- 11.2.11 Certified Backflow Prevention Assembly Tester** – A person who has proven ability in field testing backflow prevention assemblies to the satisfaction of the administrative authority having jurisdiction (i.e. American Water Works Association or Riverside County Department of Environmental Health). Each person who is certified to perform field tests and prepare reports on backflow assemblies shall be conversant in applicable laws rules and regulations in the opinion of the administrative authority having jurisdiction.
- 11.2.12 Consumer (Customer)** – The owner or operator of an on-site water system(s) having a service from the Beaumont-Cherry Valley Water District. Within this document, the terms Consumer and Customer are used interchangeably.

- 11.2.13 Contaminant** – Any substance that shall impair the quality of water, in such a way as to create an actual hazard to the public health through poisoning, the spread of disease, etc.
- 11.2.14 Critical Service** – A water service that can never be interrupted due to the critical nature of facility involved.
- 11.2.15 Cross-Connection** – Any actual or potential connection or structural arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable water any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can occur are considered to be cross-connections.
- 11.2.15.1 Direct Cross-Connection** – is a cross-connection which is subject to both backpressure and backsiphonage.
- 11.2.15.2 Indirect Cross-Connection** – is a cross-connection which is subject to backsiphonage only.
- 11.2.16 Double Check Valve Backflow Prevention Assembly (DC)** – An assembly composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. This device shall only be used to protect against a non-health hazard.
- 11.2.17 Double Check Detector Backflow Prevention Assembly (DCDA)** – A specially designed assembly composed of a line-size approved double check valve assembly with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for rates of flow up to 2 gallons per minute (gpm) and shall show a registration for all rates of flow. This assembly shall only be used to protect against a non-health hazard.
- 11.2.18 Health Hazard/Non-Health Hazard** – A *Health Hazard* or (*Contaminant*) is any substance that shall impair the quality of water, in such a way as to create an actual hazard to the public health through poisoning, the spread of disease, etc. A *Non-Health Hazard* or (*Pollutant*) is an impairment of the quality of the water to a degree which does not create a hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.
- 11.2.19 Industrial Fluids** – Any fluid or solution, which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration, which would constitute a hazard if introduced into an approved water supply.
- 11.2.20 Internal Protection** – The appropriate type or method of backflow prevention within the consumer's potable water system at the point of use, commensurate with the degree of hazard.

- 11.2.21 *Manifold Assembly*** – An assembly comprised of backflow prevention assemblies (DC or RP) of the same manufacturer, model and size. Manifold adaptor fittings on both the inlet and outlet of the manifold assembly are considered integral components. The size of the manifold assembly is determined by the inlet and outlet connections of the manifold adaptor fittings.
- 11.2.22 *Plumbing Hazard*** – An internal or plumbing type cross-connection in a consumer's potable water system with either a pollutant or contaminant.
- 11.2.23 *Pollution*** – An impairment of the quality of the water to a degree which does not create a hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.
- 11.2.24 *Potable Water*** – Water from any source which has been investigated by the health agency having jurisdiction, and which has been approved for human consumption.
- 11.2.25 *Pressure*** – A uniform force applied over a surface, measured as a force per unit area. Typically water is measured in pounds per square inch (psi).
- 11.2.26 *Pressure Vacuum Breaker Backsiphonage Prevention Assembly (PVB)*** – An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with properly located resilient seated test cocks and tightly closing resilient seated shutoff valves attached at each end of the assembly. This assembly is designed to protect against a non-health hazard under a backsiphonage condition only.
- 11.2.27 *Public Potable Water System*** – Any publicly or privately-owned water system operated as a public utility under a valid health permit to supply water for domestic purposes. This system will include all sources, facilities and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances used to produce, convey, treat or store potable water for public consumption or use.
- 11.2.28 *Readily Accessible*** – Capable of being reached for testing and/or maintenance, without the need of removing any access panel, door, or similar obstruction.
- 11.2.29 *Reclaimed Water*** – Water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that would not otherwise occur. Reclaimed water is not safe for human consumption.
- 11.2.30 *Reduced Pressure Principle Backflow Prevention Assembly (RP)*** – An assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test

cocks and tightly closing resilient seated shutoff valves at each end of the assembly. This assembly is designed to protect against a non-health hazard or a health hazard.

- 11.2.30 *Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA)*** – A specifically designed assembly composed of a line-size approved reduced pressure principle backflow prevention assembly with a specific bypass containing a specific water meter and an approved reduced pressure principle backflow prevention assembly. The meter shall register accurately for rates of flow up to 2 gallons per minute (gpm) and shall be used to protect against a non-health hazard or a health hazard.
- 11.2.31 *Sanitary Sewer*** – The pipe that carries sewage.
- 11.2.32 *Service Connection*** – The terminal end of a service connection from the public potable water system (i.e. where the water supplier may lose jurisdiction and sanitary control of the water at its point of delivery to the consumer's water system).
- 11.2.33 *Service Protection*** – The appropriate type or method of backflow protection at the service connection, commensurate with the degree of hazard of the consumer's potable water system.
- 11.2.34 *Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly (SVB)*** – An assembly containing an independently operating internally loaded check valve and independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly is to be equipped with a properly located resilient seated test cock, a properly located bleed/vent port, and tightly closing resilient seated shutoff valves attached at each end of the assembly. This assembly is designed to protect against a non-health hazard under a backsiphonage condition only.
- 11.2.35 *System Hazard*** – An actual or potential threat of severe danger to the physical properties of the public or the consumer's potable water system or of a pollution or contamination, which would have a protracted effect on the quality of the potable water in the system.
- 11.2.36 *Used Water*** – Any water supplied by a water purveyor from a public potable water system to a consumer's water system after it has passed through the service connection and is no longer under the control of the Beaumont-Cherry Valley Water District.
- 11.2.37 *Site Supervisor*** – The consumer or a person on the premises appointed by the consumer charged with the responsibility of maintaining the consumer's water system(s) on the property free from unprotected cross-connections and other sanitary defects, as required by regulations and laws.
- 11.2.38 *Water Supplier*** – The Beaumont-Cherry Valley Water District.

**11.5 ABBREVIATIONS**

AG	Air Gap Separation
ANSI	American National Standards Institute
AVB	Atmospheric Vacuum Breaker Backflow Prevention Assembly
AWWA	American Water Works Association
BAT	Backflow Assembly Tester(s)
BCVWD	Beaumont-Cherry Valley Water District (District)
BPA	Backflow Prevention Assembly
CA/NV AWWA	California Nevada Section of the American Water Works Association
CCCM	Cross-Connection Control Manual (University of Southern California Foundation for Cross-Connection Control and Hydraulic Research)
CCCP	Cross-Connection Control Program
CCCS	Cross-Connection Control Specialist
CCR	California Code of Regulations
DC	Double Check Valve Backflow Prevention Assembly
DCDA	Double Check Detector Backflow Prevention Assembly
DCDA-II	Double Check Detector Backflow Prevention Assembly Type-II
GPM	Gallons per Minute
IPC	International Plumbing Code
LAA	Local Administrative Authority
NFPA	National Fire Prevention Association
NFSA	National Fire Sprinkler Association
OEM	Original Equipment Manufacturer
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Absolute
PSIG	Pounds per Square Inch Gauge
PVB	Pressure Vacuum Breaker Backflow Prevention Assembly
RP	Reduced Pressure Principle Backflow Prevention Assembly
RPDA	Reduced Pressure Principle Detector Backflow Prevention Assembly
RPDA-II	Reduced Pressure Principle Detector Backflow Prevention Assembly Type-II
RV	Relief Valve
SOV	Shut Off Valve
SVB	Spill Resistant Vacuum Breaker Backflow Prevention Assembly
SWRCB	State Water Resources Control Board
TC	Test Cock
UPC	Uniform Plumbing Code
USCFCCCHR	University of Southern California Foundation for Cross-Connection Control and Hydraulic Research



## 11.6 PROGRAM OBJECTIVES

The objective of the CCCP is to reasonably reduce the risk of contamination of the public water system by isolating within the consumer's internal distribution system(s) or the consumer's private water system(s) such contaminants or pollutants which could backflow into the public water system; and to promote the elimination or control of existing cross-connections, actual or potential, between the consumer's internal potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems; and, to provide for the maintenance of a continuing Cross-Connection Control Program which will systematically and effectively prevent the contamination or pollution of the potable water system.

### 11.4.1 General Provisions

11.4.1.1 No connections shall be installed, located, maintained or operated between the water system and any supply system which might cause contamination or pollution of water and physical parts of the water system.

11.4.1.1.1 The District may discontinue service to the premises where such a connection exists.

## 11.5 REQUIREMENTS AND SCHEDULES FOR CROSS-CONNECTION SURVEYS AND BACKFLOW PREVENTION DEVICES

11.5.1 The primary method for protecting the public water system shall be the installation of a backflow prevention device by the customer, at the customer's expense.

11.5.2 Service connections shall be protected from the hazards of cross-connection in accordance with the regulations of the Department of Health Services, State of California, and ordinances of the County of Riverside. Backflow preventative devices shall be installed in accordance with these Regulations unless a greater degree of hazard is present.

11.5.2.1 Should the District determine a greater degree of hazard for cross-connection exists, or is anticipated, the degree of protection shall be determined by the District's Cross-Connection Control Specialist.

11.5.3 The District shall terminate water service to customers who do not comply with the requirements set forth in this Cross-Connection Control Program and/or requirements contained in the California Code of Regulations, Title 17, Sections 7583-7605 "Regulations Relating to Cross-Connections"

11.5.4 The procedures for evaluating the backflow prevention requirements for new and existing customers are as follows:

11.5.4.1 For all ***new non-residential services***, the District shall require that the customer submit with the application for water service a "Preliminary Cross-Connection Control Hazard Assessment Form".

This form shall be used for preliminary assessment only. The District may require a more thorough assessment at a later date if the questionnaire indicates special plumbing, hazardous water use or the potential for hazardous water use on the premises. The customer shall permit the District's Cross-Connection Control Specialist (CCCS) to conduct a cross-connection survey to determine the potential backflow and the degree of hazard on the premises. The District CCCS shall have full access to all plumbing on and within said premises. For those facilities and activities listed under section 11.6 of the CCCP, the backflow prevention devices prescribed shall be the minimum level of backflow protection installed. The District may require a higher level of backflow protection if the CCCS identifies that the premises has the potential for a change in cross-connection conditions.

- 11.5.4.2 For all ***new residential services***, the District shall require that the customer submit with the application for water service a completed "Water Use Questionnaire". If the customer's questionnaire indicates special plumbing, including an irrigation sprinkler system without vacuum breakers, hazardous water use on the premises, or a fire sprinkler system without internal plumbing that allows for periodic circulation of water within the fire sprinkler system, the customer shall permit the District CCCS to conduct a cross-connection survey to determine if the customer's water system poses a hazard to the public water system. The District CCCS shall determine the appropriate backflow prevention device if required.
- 11.5.4.3 For all ***existing non-residential services***, when deemed necessary by the District CCCS, the customer shall permit the District CCCS to conduct a cross-connection survey to determine if the customer's water system poses a hazard to the public water system. For those facilities and activities listed under section 11.6 of the CCCP, the backflow prevention devices prescribed shall be the minimum level of backflow protection installed. The District may require a higher level of backflow protection if the CCCS identifies that the premises has the potential for a change in cross-connection conditions.
- 11.5.4.4 For all ***existing residential services***, when deemed necessary by the District CCCS, the customer shall permit the District CCCS to conduct a cross-connection survey to determine if the customer's water system poses a hazard to the public water system. The District CCCS shall determine the appropriate backflow prevention device if required.
- 11.5.4.5 The District CCCS may use discretion and require a cross-connection survey on the premises of any District customer, where the District CCCS reasonably identifies that a cross-connection may exist, and where the District CCCS identifies a water system that could pose a hazard to the public water system. The District CCCS shall have full access to all plumbing on and within said premises.

- 11.5.4.5 As an alternative to the above requirements for a cross-connection survey, the District CCCS may use discretion and specify that a backflow prevention device be installed as a condition of service.

## **11.6 BACKFLOW PREVENTION DEVICE REQUIREMENTS**

- 11.6.1 The following policy shall apply to all new and existing customers:
  - 11.6.1.1 When a backflow prevention assembly is required to protect public health, said backflow prevention device shall be purchased and installed by the customer (at the customer's expense) as close as practical to the discharge of the water meter or point-of-connection of the fire service, in accordance with BCVWD Standard Construction Specifications and Standard Detail Drawings; and maintained, tested, and inspected in accordance with BCVWD standards.
  - 11.6.1.1 For new customers, BCVWD will not turn on water (except for testing purposes) at the meter until the customer complies with the above requirements for installation, testing and maintenance.
  - 11.6.1.2 Failure of the customer to comply with BCVWD's installation standards, testing and maintenance requirements may result in termination of water service. Any charges associated with the disconnection of service will apply.
  - 11.6.1.3 Minimum level of backflow protection for specific facilities and activities. The following list includes those facilities and activities requiring backflow protection with the minimum level indicated. This list may be subject to change based on the findings of the District's cross-connection survey of the premises. This is a non-exclusive list and any facility or activity not shown may be required to install backflow prevention devices as determined by the CCCS.

**MINIMUM LEVEL OF BACKFLOW PROTECTION:**

1. Automotive Repair and Service Facilities – RP
2. Autopsy Facilities – RP
3. Auxiliary Water Systems (residential and non-residential) – RP
4. Bars – RP
5. Beverage Bottling Plant – RP
6. Breweries – RP
7. Buildings
  - A. Any building with sewage pumps or ejectors – AG
  - B. Any building containing non-potable water reuse systems – RP
  - C. Any building containing mechanical equipment using chemicals with a potable water makeup line connected to the mechanical equipment – RP
  - D. Any building containing carbonator (soft drink dispenser) – RP
  - E. Any non-residential or non-single family residential with an ornamental fountain – RP
  - F. Any non-residential or non-single family residential multi-storied building – RP
  - G. Any commercial structure in which the specific business activity cannot be ascertained or is subject to change without a building permit – RP
8. Fire Protection Services
  - A. Serving Commercial Fire Sprinkler Systems and/or Private Fire Hydrants
    - I. Systems utilizing only BCVWD water supply through a combination service connection – DCDA
    - II. Systems utilizing BCVWD water supply which also contain chemical additives, on site water storage, auxiliary water supplies or fire booster pumps – RPDA
  - B. Serving Residential Fire Sprinkler Systems
    - I. Systems utilizing only BCVWD water supply through a combination service connection (domestic and fire), without internal plumbing that allows for periodic circulation of water within the fire sprinkler system – DC
    - II. Systems utilizing only BCVWD water supply through a separate service connection (fire only) – DC
    - III. Systems utilizing only BCVWD water supply through a combination service connection (domestic and fire) and that also contain chemical additives, on site water storage, auxiliary water supplies or fire boosters pumps – RP
    - IV. Systems utilizing only BCVWD water supply through a separate service connection (fire only) and that also contain chemical additives, on site water storage, auxiliary water supplies or fire boosters pumps – RP
    - V. Systems utilizing only BCVWD water supply that are constructed using a passive purge system where potable water flows completely through the piping (no dead ends) to prevent stagnant water – no backflow protection is required
9. Chemical Plants – Any premises, where the manufacturing, storing, compounding, or processing of chemicals occurs. Where chemicals are used as additives in the processing of products – RP
10. Commercial Kitchens of Food Preparation Facilities – RP
11. Convalescent Homes – RP

12. Dairy Processing Plant – RP
13. Dental Clinics – RP
14. Dry Cleaning Facilities – RP
15. Fuel Storage or Dispensing Facilities – RP
16. Film Processing Facilities – RP
17. Florists – RP
18. Grocery Stores – RP
19. Hazardous or potentially hazardous treatment processes with pumping equipment – RP
20. Hospitals – RP
21. Ice Manufacturing Plant – RP
22. Indoor Fitness facilities with or without Spa or Pool – RP
23. Irrigation systems with capabilities for injecting fertilizers, or hazardous chemicals – RP
24. Irrigation systems without pumps, injectors, fertilizers, or hazardous chemicals, subjected to backsiphonage only – PVB
25. Laboratories – including, but not limited to, teaching institutions, biological and analytical facilities – RP
26. Laundries (commercial) – RP
27. Lawn irrigation systems – Vacuum Breaker
28. Massage Therapy Clinics and Spas – RP
29. Medical Building and Clinics – RP
30. Metal manufacturing, Cleaning, Processing or Fabricating Plant – RP
31. Morgues – RP
32. Mortuaries – RP
33. Multiple Services: Including two or more interconnected services provided by one water supplier to a single owner and/or Operator – RP
34. Multi-residential or multi-family services (served by a single meter) – RP
35. Nursing Homes – RP
36. Oil/Gas Production, Storage or Transmission premises – RP
37. Paper and Paper Products Manufacturing Plants – RP
38. Pet Stores – RP
39. Plastic Manufacturing, Extruding and Injection Molding – RP
40. Plating Plants – RP
41. Public or Commercial Swimming Pools – RP
42. Portable Spray or Cleaning Equipment which can be connected to the BCVWD water system – RP
43. Radioactive Materials or Substances Processing or Storage – AG
44. Recycled Water – This includes premises where recycled water is used, or has the potential to be used, with no interconnection to the BCVWD water system – RP
45. Restaurant – RP
46. Restricted, Classified, or Other Closed Facilities – RP
47. Rubber Manufacturing Facilities – RP
48. Salon, Hair and/or Nails, and Barber Shops – RP
49. Sand and Gravel Plants – RP
50. Sanitariums – RP
51. Schools, Colleges and University – RP
52. Sewer Lift Stations – AG
53. Sewer Treatment Facilities – AG
54. Solar Heating
  - A. Solar collection systems that contain any hazardous materials and have a direct connection to the BCVWD water system – RP

B. Solar system that is once through such as domestic hot water systems do not require protection.

55. Tank Trucks – AG

56. Vehicle Washing Facilities – RP

57. Veterinary Facilities, Kennels, Animal Boarding – RP

## **11.7 FACILITIES WITH SPECIAL CONSIDERATIONS**

11.7.1 Although the air gap is a very effective means of preventing backflow; it is not practical in every case. Under special consideration and approval from the State Water Resources Control Board Division of Drinking Water and District CCCS, an RP or RPDA backflow prevention assembly may be used ONLY for limited on-site potable water and/or fire protection supply. Said water supply shall in no way be physically connected to any equipment, piping, valves, appurtenances, or wastewater treatment process, that are in anyway, in contact with raw sewage, treated wastewater, recycled water, used water, or treated industrial water.

11.7.1.1 Special consideration shall include, at a minimum:

11.7.1.1.1 Submission of facility/premises plot plan showing potable water service connection location or proposed potable water service connection location and any on-site non-potable plumbing that may be, or has potential to be, in close proximity to the potable water system.

11.7.1.1.2 Submission of plans prior to any change in plumbing on the premises (both potable and non-potable).

11.7.1.1.2.1 Said plan changes must be approved by the District CCCS prior to the commencement of work to assure physical separation from the public water system and/or on-site potable water system.

11.7.1.1.3 Testing of the RP or RPDA backflow prevention assembly every six (6) months by a District approved Backflow Assembly Tester (BAT).

11.7.1.1.4 Annual cross-connection survey of the facility/premises by the District CCCS. The District CCCS shall have full access to all plumbing on and within said facility/premises.

11.7.1.2 Additional on-site backflow protection may be required, in addition to, BCVWD meter protection, as identified during cross-connection surveys and upon District CCCS recommendation, when a significant risk, or potential risk, to public health is identified.

**11.8 APPROVED BACKFLOW PREVENTION DEVICES INSTALLATION**

- 11.8.1 BCVWD shall make every reasonable effort to ensure that approved backflow prevention devices protect the public water system from contamination. Any backflow prevention device required herein shall be of a type, make, model and size approved by University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USCFCCCHR). The term "Approved Backflow Prevention Device" shall mean a device that has been manufactured in full conformance with standards established by the American Water Works Association (AWWA) titled:

*AWWA/ANSI C510 07 Standard for Double Check Valve Backflow Prevention Device; AWWA/ANSI C511 07 Standard for Reduced Pressure Principle Backflow Prevention Device; and, have met completely the laboratory and field performance specifications of USCFCCCHR established in the most current edition of the Manual of Cross-Connection Control (i.e. 10<sup>th</sup> edition)*

- 11.8.2 Said AWWA and USCFCCCHR standards and specifications have been adopted by BCVWD. Final approval shall be evidenced by a "Certificate of Compliance" for the said AWWA standards and a "Certificate of Approval" for the said USCFCCCHR Specifications, issued by an approved testing laboratory.
- 11.8.3 The following testing laboratory has been qualified by the SWRCB to test and approve backflow prevention devices and said qualification is adopted by BCVWD:

***Foundation for Cross-Connection Control and Hydraulic Research  
University of Southern California Research Annex 219  
3716 South Hope Street  
Los Angeles, California 90089-7700***

- 11.8.4 All backflow prevention devices shall be installed accordingly:
- 11.8.4.1 As close as practical to the discharge of the water meter or point-of-connection of the fire service.
- 11.8.4.1.1 In no case shall a cut, tee, or tap be made between the customer's point of connection to the public water system and the backflow prevention device.
- 11.8.4.1.2 Backflow prevention devices shall be installed 12 to 36 inches above finished grade and with at least 12 to 24 inches of horizontal side clearance.
- 11.8.4.1.3 The orientation for which they are approved; no post manufacture modifications to backflow prevention devices shall be accepted.
- 11.8.4.1.4 In a manner that protects them from flooding and freezing.

- 11.8.4.1.4.1 A backflow security freeze blanket (or comparable product), sized to properly fit, shall be installed over the backflow prevention device.
- 11.8.4.1.5 In accordance with the installation standards outlined in the most recently published edition of the USCFCCCHR *Manual of Cross-Connection Control* (i.e. 10<sup>th</sup> edition), unless the manufacturer's requirements are more stringent.
- 11.8.4.1.6 All backflow prevention device installations shall be inspected by BCVWD prior to backfill, to ensure compliance with these requirements.
- 11.8.4.1.7 All air gap separations shall be installed in conformance with the State adopted UPC.
- 11.8.4.1.8 Installations shall conform to the most current version of BCVWD Standards.
- 11.8.4.1.9 All presently installed backflow prevention devices which do not meet the requirements of this section but were approved devices for the purposes described herein at the time of installation shall be excluded from the requirements of these rules if approved by the District CCCS. However, when the existing device is moved from the present location, or when the BCVWD identifies that the device constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention device meeting the current requirements of BCVWD.
- 11.8.4.1.10 Improper installations such as installations in a confined space or in an unapproved orientation shall be retrofitted with an approved method of backflow prevention installed in accordance with BCVWD installation requirements, at the expense of the customer, when repair of the device is required to pass a functional backflow test.
- 11.8.4.1.11 BCVWD has no regulatory responsibility or authority over the installation and operation of the customer's plumbing system. The customer is solely responsible for compliance with all applicable regulations and for prevention of contamination of the plumbing system from sources within their premises. Any action taken by BCVWD to survey plumbing, inspect or test backflow prevention devices, or to require premises isolation is solely for the purposes of reducing the risk of contamination of BCVWD's public water system.



**11.9 SCHEDULE FOR INSTALLATION OF BACKFLOW PREVENTION DEVICES**

11.9.1 The following table shows the schedule that BCVWD will follow for installation of backflow prevention devices when they are required (based on the cross-connection survey)

<b>Type of Service</b>	<b>Schedule</b>
New Connections with cross-connection hazards	Before service is initiated
Existing connections with CCR Title 17 Table 1-type hazards and other contaminant cross-connection hazards	Within 45 days after notification
Existing connections other than CCR Title 17 Table 1-type hazards or pollutant cross-connection hazards	Within 45 days after notification
Existing fire protections systems using chemicals or supplies by unapproved auxiliary water source	Within 30 days after notification
Existing fire protection systems not using chemicals and supplied by BCVWD's water	Within 90 days after notification

\*BCVWD may consider granting an extension of time for installation of a backflow prevention device for an existing service connection if requested by the customer with a justification of their request. Failure to install a backflow prevention device by the notification deadline, without an extension, may result in a disconnection of service until the installation requirements are met.

**11.10 PROGRAM ADMINISTRATION**

11.10.1 The General Manger or designee (CCCS) shall be responsible for implementing and enforcing the cross-connection control program. An appropriate backflow prevention assembly shall be installed by and at the expense of the water user at each user connection where required to prevent backflow from the water user's premises to h domestic water system. It shall be the water user's responsibility to comply with the BCVWD's requirements.

11.10.2 The BCVWD CCCS shall implement the CCCP.

11.10.3 The following cross-connection related tasks shall be performed by or under the direction of the BCVWD CCCS:

11.10.3.1 Recommendations regarding changes to the CCCP;

11.10.3.2 Performance of cross-connection control surveys;

11.10.3.3 Determination on the type of backflow prevention device to be installed;

- 11.10.3.4 Inspections of backflow prevention device for proper application and installation;
  - 11.10.3.5 Reviews of backflow prevention device inspection and test reports;
  - 11.10.3.6 Recommendations and/or the granting of exceptions to mandatory requirement of backflow prevention device;
  - 11.10.3.7 Investigations of backflow incidents or water quality problems related to cross-connection;
  - 11.10.3.8 Completion of Backflow Incident Reports; and
  - 11.10.3.9 Completion of the Cross-Connection Control Section of the Annual Report to the Drinking Water Program required by the State Water Resources Control Board.
- 11.10.4 The General Manager may delegate other CCCP activities to other personnel who are not certified CCCSs, including clerical support staff. These activities include, but are not limited to the following:
- 11.10.4.1 Administration of paperwork related to the CCCP;
  - 11.10.4.2 Mailing, collecting, and initial screening of Preliminary Cross-Connection Control Hazard Assessments;
  - 11.10.4.3 Mailing, collecting, and initial screening of Water Use Questionnaires;
  - 11.10.4.4 Mailing of device testing notices;
  - 11.10.4.5 Receiving and screening of device testing reports;
  - 11.10.4.6 CCCP database administration and record keeping; and
  - 11.10.4.7 Dissemination of Public education material.
- 11.10.5 The following table identifies the current CCCS employed by BCVWD

<b>Current Cross-Connection Control Specialist Contact Information</b>	
Names of CCCS	James Bean
Address	560 Magnolia Avenue
City, State, Zip	Beaumont, CA 92223
Telephone Number	(951) 845-9581 ext. 263
Email Address	backflow@bcvwd.org
AWWA CCCS Certification number	03017

## **11.11 BACKFLOW PREVENTION DEVICE INSPECTIONS AND TESTING**

### **11.11.1 Inspection and Testing of Backflow Prevention Devices**

- 11.11.1.1 All backflow prevention devices that BCVWD relies upon for protection of the public water system shall be subject to inspection and testing.
- 11.11.1.2 Inspection of the backflow prevention devices shall be as follows:
  - 11.11.1.2.1 BCVWD's CCCS shall inspect backflow prevention devices for proper application (i.e. to ensure that the device installed is commensurate with the assessed degree of hazard).
  - 11.11.1.2.2 The CCCS, CA/NV AWWA certified Backflow Assembly Tester (BAT), or Riverside County Department of Environmental Health certified Backflow Assembly Tester (BAT) pre-approved by BCVWD shall inspect backflow prevention devices for correct installation.
- 11.11.1.3 Customers with a backflow prevention device on their premise shall have the device inspected and tested at least annually by an approved BAT. Customers with a backflow prevention device approved with special considerations as identified in this CCCP may be required to have the backflow prevention device inspected and tested on a more frequent basis.
- 11.11.1.4 When backflow prevention devices are determined to be defective, they shall be repaired or replaced by the customer within (14) calendar days or service will be discontinued.

### **11.11.2 Frequency of Inspection and Testing**

- 11.11.2.1 Inspection and testing of backflow prevention devices shall be conducted:
  - 11.11.2.1.1 At the Time of installation;
  - 11.11.2.1.2 Annually after installation;
  - 11.11.2.1.3 After a backflow incident; and
  - 11.11.2.1.4 After repair, reinstallation, relocation, or re-plumbing; or
  - 11.11.2.1.5 Any time the device is found to not be in good repair.
- 11.11.2.2 All air gap separations shall be inspected annually and after modifications to the installation.

- 11.11.2.3 BCVWD may require a backflow prevention device to be inspected and/or tested more frequently than once a year, when it protects against a high-health hazard or when it repeatedly fails test or inspections.

**11.11.3 Responsibility for Inspection, Testing and Repairs**

- 11.11.3.1 The customer shall be responsible for inspection, testing and repair of backflow prevention devices and air gaps owned by the customer. The customer shall employ, at the customer's expense, a CA/NV AWWA certified BAT or Riverside County Department of Environmental Health certified BAT, pre-approved by BCVWD to conduct the inspection and test within the time period specified in the testing notice sent by BCVWD. The original test report shall be completed and signed by the BAT, and returned to BCVWD, before the due date specified by BCVWD.
- 11.11.3.2 The customer may request an extension of the due date for returning a test report by submitting a written request to BCVWD. Failure to return a test report by the due date, without an extension, may result in a disconnection of service until a passing report is received.

**11.11.4 Notification of Inspection and/or Testing**

- 11.11.4.1 BCVWD will notify in writing all customers who own backflow prevention devices that are relied upon to protect the public water system to have their backflow prevention device(s) tested. Notices will also specify the date by which the test report must be received by BCVWD a minimum of 45 days from notification. If the District has not received a passed test report in the designated time frame, the enforcement policies in section 11.11.8 shall be applied.

**11.11.5 Approved Test Procedures**

- 11.11.5.1 BCVWD will require that all devices relied upon to protect the public water system be tested in accordance with CA/NV AWWA approved test procedures as specified by the USCFCCCHR established in "Field Test Procedures" in the most current edition (i.e. 10<sup>th</sup> edition) of the Manual of Cross Connection Control.

**11.11.6 Backflow Prevention Device Test Reports**

- 11.11.6.1 Test results shall be submitted within ten (10) calendar days of the test date. Test results may be submitted electronically in PDF format, by mail, or in person in original hard-copy format to:

**Beaumont-Cherry Valley Water District**  
Attention: Cross-Connection Control Program  
560 Magnolia Avenue  
Beaumont, CA, 92223  
[backflow@bcvwd.org](mailto:backflow@bcvwd.org)

**11.11.7 Repairs**

- 11.11.7.1 Any device that fails routine testing shall be repaired within fourteen (14) days of the initial test date.
- 11.11.7.2 The customer must notify BCVWD if repairs cannot be made within the specified period.
- 11.11.7.3 Only Original Equipment Manufacturer (OEM) parts shall be used to repair backflow prevention devices. If OEM replacement parts are not available, then an approved new backflow prevention device must be installed to replace the existing device.
- 11.11.7.4 "Pursuant to section 116875 of California Health and Safety Code, any failed device that is not "lead free", that is not specifically exempted by section 116875, must be replaced with an approved "lead free" device rather than being repaired."

**11.11.8 Enforcement**

- 11.11.8.1 To enforce the CCCP, it may become necessary to discontinue water service to a customer. Conditions that warrant discontinuance of service include but are not limited to the following:
  - 11.11.8.1.1 When BCVWD identifies a customer's water use that represents a clear and immediate hazard to the public water system that cannot be immediately abated.
  - 11.11.8.1.2 Direct or indirect connection between the customer's water system and a sewer line.
  - 11.11.8.1.3 Unprotected direct or indirect connection between the public water system and an auxiliary water system.
  - 11.11.8.1.4 Refusal to inspect an air gap separation
  - 11.11.8.1.5 Refusal to install a required backflow prevention device.
  - 11.11.8.1.6 Refusal to test a backflow prevention device.
  - 11.11.8.1.7 Refusal to repair or replace a faulty backflow prevention device.

- 11.11.8.1.8 Refusal to upgrade a backflow prevention device to the necessary level of protection as identified by the District CCCS.
- 11.11.8.1.9 Any refusal to comply with the regulations set forth in this CCCP.
- 11.11.8.2 Prior to any discontinuance of water service, BCVWD shall notify the customer in writing, specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allowed time periods, water service shall be discontinued and the customer's water system may be physically separated from the public water system. The water service shall remain inactive until correction of violation has been approved by the District's CCCS.
  - 11.11.8.2.1 To protect the public water system, BCVWD reserves the right to immediately and without prior customer notification discontinue water service to a customer's premises by providing a physical break in the service line until the customer has corrected the condition(s) that warranted the discontinuance of service.
  - 11.11.8.2.2 Any fees associated with the disconnection of water service are the responsibility of the customer.
- 11.11.8.3 When a customer fails to send in the test report by the due date specified, and BCVWD has not approved an extension to the due date, the District shall take the following enforcement action:
  - 11.11.8.3.1 BCVWD will send a second notice by mail giving the customer an additional fourteen (14) days to send in the test report.
  - 11.11.8.3.2 If the customer has not sent in the test report within 14 days of the due date given in the second notice, the District will send a third notice by mail and hang a third notice tag at the physical address (a 10-day shutoff notice) in a conspicuous location of the property where the backflow prevention device is located giving the customer an additional ten (10) days to send the report. The notice will also inform the customer that failure to satisfactorily respond to this notice will result in the discontinuance of water service.
  - 11.11.8.3.3 If the owner and/or occupants have not responded satisfactorily to the District within 10 days of the due date specified in the third notice, the District shall implement water service shut-off procedures. If the customer's water service is discontinued due to any violation of the CCCP, the customer shall be subject to any shut-off fees for the discontinuance of water service. Upon seeking renewed service from the District, the backflow prevention device

being returned to service must be tested and the resulting test report submitted to the District.

- 11.11.8.4 In addition to the grounds for water service termination set forth in this section, BCVWD may terminate water service to any premises if a required backflow prevention device or air gap is removed by the customer, or if BCVWD finds evidence that an installed backflow prevention device or air gap has been bypassed or rendered ineffective.
- 11.11.8.5 If BCVWD decides that termination of water service is either too difficult or may pose a health issue, BCVWD may use BCVWD work forces, or use a contractor, to make the necessary repairs, replacements, or installations required to protect the public water system. The cost for such services shall be passed on to the customer. The customer will be notified in writing specifying the corrective action(s) taken and the time period in which it will be done prior to the commencement of work. If no action is taken by the customer then work shall begin. If the customer fails to pay the cost within 30 days of notification, BCVWD may cause a lien to be placed against the property in accordance with the procedures set forth in Title 14 of the California Civil Code.

#### 11.11.9 Fees and Charges

- 11.11.9.1 Administration of this program requires the collection of fees as appropriate that can be assigned to the customer and services performed that are not considered an appropriate charge under BCVWD's Water Rates. Fees for the Backflow Testing Program Annual Backflow Testing shall be governed by BCVWD Rules and Regulations Governing Water Service Part 5-3 Backflow Administrative Charge as may be amended or superseded.

#### 11.11.10 General Requirements of Approved Backflow Testers

- 11.11.10.1 Certified Backflow Prevention Assembly Testers shall be responsible for ensuring that all backflow prevention devices at the customer's service connection are identified and tested.
- 11.11.10.2 If a BAT finds a device that has been modified or incorrectly installed, they must immediately report the situation to BCVWD and **not test the device**. To report the situation, call the BCVWD administration office at (951) 845-9581 and/or email the CCCS at [backflow@bcvwd.org](mailto:backflow@bcvwd.org). All devices must be on the "Approved Backflow Prevention Assemblies" list developed by the USDFCCCHR. Any modification of a device, such as relocation of valves, bypass arrangements, and jumper connections, whether temporary or permanent, invalidates the USDFCCCHR approval and is not permitted. Likewise, a device that has been installed in an

orientation for which it was not designed or approved is also not permitted.

- 11.11.10.3 If a BAT finds a cross-connection hazard that is unprotected, that is, with no backflow prevention device or the wrong type of device, the tester must inform the customer of the hazard and potential health risk associated with it. The tester must also report the situation to BCVWD immediately by calling BCVWD administration office at (951) 845-9581 and/or emailing the CCCS at backflow @bcvwd.org. A device that is the wrong type for the hazard should not be tested.
- 11.11.10.4 If a BAT finds an existing backflow prevention device that is not tagged or is out of compliance with its test date, the tester must inform the customer of the need to test the device and must report the device to BCVWD immediately.

**11.11.11 List of Approved Backflow Assembly Testers (BATs)**

- 11.11.11.1 BCVWD shall maintain a list of local, CA/NV AWWA certified BATs and Riverside County Department of Environmental Health certified BATs that are approved by BCVWD to perform the following activities;
  - 11.11.11.1.1 Backflow preventer inspection for proper installation; and
  - 11.11.11.1.2 Backflow device testing.
- 11.11.11.2 The list will be revised annually or more frequently if necessary.

**11.11.12 BAT Approval Qualifications**

- 11.11.12.1 BATs who wish to be included on the BCVWD approved list and/or provide testing in the BCVWD service area must apply to the District and furnish the following information:
  - 11.11.12.1.1 Evidence of current CA,NV AWWA certification or Riverside County Department of Environmental Health certification in good standing;
  - 11.11.12.1.2 Make, model, and serial number of testing equipment;
  - 11.11.12.1.3 Evidence of test equipment verification of accuracy and/or calibration within the past 12 months.

**11.11.13 Denial, Suspension or Revocation of Tester from BCVWD Approved List**

- 11.11.13.1 Tester Approval by BCVWD may be denied, suspended or revoked upon any of the following grounds:
  - 11.11.13.1.1 A BAT is no longer in possession of a current and valid certificate as a Backflow Prevention Assembly Tester



Certification by either CA/NV AWWA or the Riverside County Department of Environmental Health.

- 11.11.13.1.2 A BAT is no longer in possession of a current and valid test kit calibration certificate.
- 11.11.13.1.3 BCVWD determines that a material misrepresentation was included or omitted by the BAT on the initial or renewal application for BAT approval by BCVWD.
- 11.11.13.1.4 BCVWD determines that the BAT, in the performance of a test or repair required by the BCVWD, commits an act that may pose a threat to public health and safety.
- 11.11.13.1.5 A BAT fails to submit backflow assembly test report forms within ten (10) days of performing a backflow device test required by BCVWD.
- 11.11.13.1.6 A BAT repeatedly submits incomplete or incorrect test reports to BCVWD.
- 11.11.13.1.7 A BAT fails to report a device that has been modified or incorrectly installed.
- 11.11.13.1.8 A BAT performs a backflow prevention device repair with parts other than OEM parts.
- 11.11.13.1.9 A BAT performs a backflow assembly test using testing procedures other than those accepted by BCVWD.
- 11.11.13.1.10 A BAT fails to report a cross-connection hazard that is unprotected (i.e. with no backflow prevention device or with the wrong type of device).
- 11.11.13.1.11 A BAT fails to report the removal or replacement of a backflow prevention device on a Backflow Prevention Assembly Test Report.
- 11.11.13.1.12 A BAT performs a repair upon a backflow prevention device which has been required to be replaced by BCVWD.
- 11.11.13.1.13 If a BAT has unresolved customer complaints or complaints from multiple customers.
- 11.11.13.1.14 Fraud or gross negligence in performing of their duties.
- 11.11.13.1.15 Written notice of denial, suspension or revocation of a BCVWD approved BAT shall be served to the BAT by certified mail with a description of the violation and supporting facts.

11.11.13.1.15.1 The notice shall contain a statement of the right to request as appeal hearing before the BCVWD General Manager, or their designee.

11.11.13.1.15.2 The notice shall contain a statement of the time period of denial, suspension or revocation.

**11.11.14 BAT Appeals**

11.11.14.1 The decision of the BCVWD CCCS is appealable to the BCVWD General Manager

11.11.14.1.1 An appeal must be in writing, and be hand-delivered or mailed to the BCVWD General Manager.

11.11.14.1.2 The filing of a timely appeal will stay in suspension or revocation pending a decision on the appeal by the BCVWD General Manager or their designee.

11.11.14.1.3 A hearing shall be scheduled within thirty (30) days unless an extension is authorized by the appellant.

11.11.14.1.4 No reapplication will be accepted within two (2) years after a BCVWD BAT certification is revoked.

11.11.14.2 The decision of the BCVWD General Manager or their designee shall be a final administrative order, with no further administrative right of appeal.

**11.11.15 Quality Assurance Backflow Incident Response Plan**

11.11.15.1 BCVWD's CCCS will review within thirty (30) days of receipt the backflow preventer test report forms submitted by pre-approved BATs.

11.11.15.2 BCVWD's CCCS shall provide follow up on backflow devices and /or test reports that are deficient in any way.

11.11.15.3 BCVWD's CCCS may conduct follow up tests on backflow devices tested by a BAT at the discretion of the District.

**11.11.16 Record Keeping**

11.11.16.1 Types of Records and Data to be maintained

11.11.16.1.1 BCVWD will maintain records of the following types on information required by CCR Title 17 Section 7605:

- 11.11.16.1.1.1 Service connections/customer premises information including:
  - 11.11.16.1.1.1.1 Assessed degree of hazard; and
  - 11.11.16.1.1.1.2 Required backflow preventer to protect the public water system.
- 11.11.16.1.1.2 Backflow preventer inventory and information including:
  - 11.11.16.1.1.2.1 Air Gap (AG) location, installation and inspection dates, inspection results and person conducting inspection;
  - 11.11.16.1.1.2.2 Backflow device location, device description (type, manufacturer, make, model, size, and serial number, meter number if applicable), installation, inspection and test dates, test results and data, and person performing test.
- 11.11.16.1.1.3 BCVWD will maintain records on all devices that protect the public water system from contamination. At a minimum, BCVWD will maintain test reports on all backflow prevention devices required to protect the public water system for a minimum of five (5) years.

**11.11.17 Recycled/Reclaimed Water**

- 11.11.17.1 Recycled water shall be distributed and used in a manner that meets all State, County, and District requirements and shall achieve the following:
  - 11.11.17.1.1 Prevent direct human contact of recycled water through adherence to all applicable rules and regulations and laws.
  - 11.11.17.1.2 Prevent cross-connection between recycled and potable water systems which include the strict policies set forth in this CCCP. For all dual plumbed locations (where potable and recycled water exist on the premises), the following requirements shall be in enforced:
    - 11.11.17.1.2.1 An approved backflow prevention device shall be installed on both the potable and recycled water lines commensurate with the degree of hazard (i.e. RP).

- 11.11.17.1.2.2 Backflow preventer devices shall be installed in accordance with Section 11.8 of the CCCP.
- 11.11.17.1.2.3 BCVWD's CCCS shall conduct cross-connection control inspections of all dual plumbed premises at least annually.

**11.11.18 Prohibition of Return of Used Water**

- 11.11.18.1 BCVWD must prohibit the intentional return of used water to the distribution system per CCR, Title 17 Sections 7583-7605.
- 11.11.18.2 Used Water is defined as water that has left the control of BCVWD. This includes all water after it has passed through the meter and water that may flow back into the distribution system from customers with multiple connections.
- 11.11.18.3 It is the policy of the BCVWD water system to:
  - 11.11.18.3.1 Prohibit the intentional return of used water to the distribution system by any customer served by the public water system; and
  - 11.11.18.3.2 Require that all customers with multiple connections, where the hydraulics permit the potential return of used water, to install a backflow preventer (RP) at each point of connection.

**11.11.19 Unapproved Auxiliary Supplies**

- 11.11.19.1 All water supplies other than those owned by BCVWD are considered unapproved auxiliary supplies as defined in CCR Title 17 Section 7583. BCVWD shall require backflow protection for customers with auxiliary supplies on their premises as follows:
  - 11.11.19.1.1 Per Table 1 of CCR Title 17, BCVWD shall require the installation of an RP for premises isolation at the service connection to any customer having an unapproved auxiliary supply on the premises where a water service from BCVWD's public water system exists, whether or not there is a physical connection between the unapproved auxiliary supply and BCVWD's public water system.

**11.11.20 Tanker Trucks**

- 11.11.20.1 BCVWD may allow tanker trucks to obtain water from BCVWD's system under the following conditions:
  - 11.11.20.1.1 The tanker truck is equipped with an approved AG

- 11.11.20.1.2 The tanker truck will obtain water from BCVWD designated watering points only. These watering points are equipped with an RP backflow preventer. Said RP backflow preventer shall be provided and tested at the customers expense with a passing test submitted to BCVWD prior to receiving water service.

**11.11.21 Temporary Water Connections**

- 11.11.21.1 BCVWD shall not supply water through temporary connections, such as those used for construction projects or main disinfection, except through an approved, tested RP backflow preventer supplied at the customer's expense.

State Water Resources Control Board

# **Cross-Connection Control Policy Handbook**

Standards and Principles for California's  
Public Water Systems

Adopted: December 19, 2023  
Effective: July 1, 2024

California Environmental Protection Agency

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**“Water supplier”** means a person who owns or operates a public water system.

**“Water user”** means a person or entity who is authorized by the PWS to receive water.

### 3.1.2 Applicability

A public water system (PWS) must comply with the requirements of the CCCPH.

### 3.1.3 Program for Public Water System Cross-Connection Control

(a) A PWS must protect the public water supply through implementation and enforcement of a cross-connection control program. Unless otherwise specified by this Chapter or directed by the State Water Board, a PWS may implement its cross-connection control program, in whole or in part, either directly or by way of contract or agreement with another party. The PWS, however, shall not be responsible for abatement of cross-connections which may exist within a user's premises. The cross-connection control program must include at a minimum the following elements:

(1) **Operating rules or ordinances** – Each PWS must have operating rules, ordinances, by-laws or a resolution to implement the cross-connection program. The PWS must have legal authority to implement corrective actions in the event a water user fails to comply in a timely manner with the PWS's provisions regarding the installation, inspection, field testing, or maintenance of BPAs required pursuant to this Chapter. Such corrective actions must include the PWS's ability to perform at least one of the following:

- (A) deny or discontinue water service to a water user,
- (B) install, inspect, field test, and/or maintain a BPA at a water user's premises, or
- (C) otherwise address in a timely manner a failure to comply with the cross-connection control program.

(2) **Cross-Connection Control Program Coordinator** – The PWS must designate at least one individual involved in the development of and be responsible for the reporting, tracking, and other administration duties of its cross-connection control program. For PWS with more than 3,000 service connections the Cross-Connection Control Program Coordinator must be a cross-connection control specialist.

(3) **Hazard Assessments** – The PWS must survey its service area and conduct hazard assessments per Article 2 of this Chapter that identifies actual or potential cross-connection hazards, degree of hazard, and any backflow protection needed.

(4) **Backflow Prevention** – The PWS must ensure that actual and potential cross-connections are eliminated when possible or controlled by the installation of approved BPAs or AG's consistent with the requirements of the Article 3 of this Chapter.



(5) **Certified Backflow Prevention Assembly Testers and Certified Cross-Connection Control Specialists** – The PWS must ensure all BPA testers and cross-connection control specialists used are certified per Article 4 of this Chapter.

(6) **Backflow Prevention Assembly Testing** – The PWS must develop and implement a procedure for ensuring all BPAs are field tested, inspected, and maintained and AG's are inspected and maintained in accordance with CCCPH section 3.3.3.

(7) **Recordkeeping** – The PWS must develop and implement a recordkeeping system in accordance with CCCPH section 3.5.1.

(8) **Backflow Incident Response, Reporting and Notification** – The PWS must develop and implement procedures for investigating and responding to suspected or actual backflow incidents in accordance with Article 5 of this chapter.

(9) **Public Outreach and Education** – The PWS must implement a cross-connection control public outreach and education program element that includes educating staff, customers, and the community about backflow protection and cross-connection control. The PWS may implement this requirement through a variety of methods which may include providing information on cross-connection control and backflow protection in periodic water bill inserts, pamphlet distribution, new customer documentation, email, and consumer confidence reports.

(10) **Local Entity Coordination** – The PWS must coordinate with applicable local entities that are involved in either cross-connection control or public health protection to ensure hazard assessments can be performed, appropriate backflow protection is provided, and provide assistance in the investigation of backflow incidents. Local entities may include but are not limited to plumbing, permitting, or health officials, law enforcement, fire departments, maintenance, and public and private entities.

(b) The cross-connection control program must be developed in consultation with a cross-connection control specialist if:

- (1) The PWS has 1,000 or more service connections, or
- (2) required by the State Water Board.

(c) A PWS must have at least one cross-connection control specialist as a permanent or contracted employee of the PWS, and that specialist, or their designee, must be able to be contacted within one hour, if:

- (1) The PWS has 3,000 or more service connections, or
- (2) the PWS has less than 3,000 service connections and is directed by the State Water Board based on hazard assessments conducted pursuant to CCCPH section 3.2.1. or the PWS's history of backflow incidents.

### 3.1.4 Plan for Public Water System Cross-Connection Control

(a) After adoption of the CCCPH, each PWS must submit a written Cross-Connection Control Plan for State Water Board review in accordance with the following schedule:

- (1) An Existing PWS must submit the Cross-Connection Control Plan no later than 12 months after the effective date of the CCCPH.
- (2) A new PWS must submit the Cross-Connection Control Plan for review and approval prior to issuance of a domestic water supply permit.
- (3) A PWS may submit a written request to the State Water Board for an extension of the deadline for submittal of its initial Cross-Connection Control Plan. The PWS's application must include a written description of the need for an extension. Approval of an extension will be at the sole discretion of the State Water Board.

(b) The Cross-Connection Control Plan for a community water system must include, at a minimum, the following cross-connection control program procedures and documentation:

- (1) a description of how the community water system will achieve and maintain compliance with each requirement in this Chapter;
- (2) a description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;
- (3) a description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;
- (4) a description of the process and timeframes for ensuring each BPA is inspected and field tested, and AG is inspected, at a frequency no less than required by this Chapter;
- (5) a description of the process and timeframe for ensuring each non-testable backflow preventer that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;
- (6) a description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by this Chapter, including but not limited to confirmation of the individual's:
  - (A) certification as a backflow prevention assembly tester,
  - (B) field test kit or gage equipment accuracy verification, and
  - (C) BPA field test result reports;
- (7) a description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;
- (8) contact information for cross-connection control personnel including any cross-connection control program coordinator and specialist;
- (9) a description of the tracking system that maintains current and relevant information, including:

- (A) recordkeeping information required pursuant to CCCPH section 3.5.1,
- (B) location and type of each BPA, and
- (C) highest threat potential hazard from which a given BPA is protecting the public water system distribution system;

(10) for user supervisors, if used, the required information pursuant to CCCPH section 3.2.2 (f);

(11) the corrective actions, including timeframes for the corrective actions, that a community water system will implement when:

- (A) a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or
- (B) a BPA needs to be replaced or maintained;

(12) a description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and

(13) the procedures for coordination with local entities

(c) The Cross-Connection Control Plan for a noncommunity water system must include, at a minimum, the following cross-connection control program procedures and documentation:

(1) a description of how the noncommunity water system will achieve and maintain compliance with each requirement in this Chapter that is applicable to the noncommunity water system;

(2) a description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;

(3) a description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;

(4) a description of the process and timeframes for ensuring each BPA is inspected and field tested and AG is inspected, at a frequency no less than required by this Chapter;

(5) a description of the process and timeframe for ensuring each non-testable backflow preventer for internal protection that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;

(6) a description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by this Chapter, including but not limited to confirmation of the individual's:

- (A) certification as a backflow prevention assembly tester,
- (B) field test kit or gage equipment accuracy verification, and
- (C) BPA field test result reports;

(7) a description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;

(8) contact information for cross-connection control personnel including the cross-connection control program coordinator;

(9) maintaining a tracking system with current and relevant information, including:

(A) recordkeeping information required pursuant to CCCPH section 3.5.1,

(B) location and type of each BPA,

(C) location and type of each non-testable backflow preventer used for internal protection in accordance with the California Plumbing Code, if applicable, and

(D) potential hazard from which a BPA is protecting the public water system distribution system;

(10) for user supervisors, if used, the required information pursuant to CCCPH section 3.2.2(f);

(11) the corrective actions, including timeframes for the corrective actions, that a noncommunity water system will implement when:

(A) a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or

(B) a BPA or non-testable backflow preventer needs to be replaced or maintained;

(12) a description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and,

(13) the procedures for coordination with local entities (e.g., local health departments with internal cross-connection control programs, building officials, plumbing officials, etc.).

(d) A PWS must ensure its Cross-Connection Control Plan is, at all times, representative of the current operation of its Cross-Connection Control program. The PWS must make its Cross-Connection Control Plan available to the State Water Board for review upon request. If a PWS makes a substantive revision to its Cross-Connection Control Plan, the PWS must submit the revised Cross-Connection Control Plan to the State Water Board for review.

## Article 2 – Hazard Assessments and Required Protection

### 3.2.1 Hazard Assessments

(a) To evaluate the potential for backflow into the PWS, each community water system must conduct an initial hazard assessment of the user premises within its service area and each noncommunity water system must conduct an initial hazard assessment of its water distribution system. The hazard assessment must consider:

- (1) The existence of cross-connections;
- (2) the type and use of materials handled and present, or likely to be, on the user premises;
- (3) the degree of piping system complexity and accessibility;
- (4) access to auxiliary water supplies, pumping systems, or pressure systems;
- (5) distribution system conditions that increase the likelihood of a backflow event (e.g., hydraulic gradient differences impacted by main breaks and high water-demand situations, multiple service connections that may result in flow-through conditions, etc.);
- (6) user premises accessibility;
- (7) any previous backflow incidents on the user premises; and
- (8) the requirements and information provided in the CCCPH.

(b) Each hazard assessment must identify the degree of hazard to the PWS's distribution system as either a high hazard cross-connection, a low hazard cross-connection, or having no hazard. Examples of some high hazard cross-connection activities may be found in Appendix D.

(c) The hazard assessment must determine whether an existing BPA, if any, provides adequate protection based on the degree of hazard.

(d) Hazard assessments completed prior to the adoption of the CCCPH may be considered as an initial hazard assessment provided that such hazard assessments and associated backflow protection provide protection consistent with the CCCPH and the PWS describes their review of these assessments in the Cross-Connection Control Plan required in CCCPH section 3.1.4.

(e) Subsequent to the initial hazard assessment described in subsection (a), a community water system must perform a hazard assessment under the following criteria:

- (1) if a user premises changes account holder, excluding single-family residences;
- (2) if a user premises is newly or re-connected to the PWS;
- (3) if evidence exists of changes in the activities or materials on a user's premises;
- (4) if backflow from a user's premises occurs;
- (5) periodically, as identified in the PWS's Cross-Connection Control Plan required pursuant to CCCPH section 3.1.4.;

- (6) if the State Water Board requests a hazard assessment of a user's premises;  
and
- (7) if the PWS concludes an existing hazard assessment may no longer accurately represent the degree of hazard.

(f) Noncommunity water systems must conduct an initial or follow-up hazard assessment within two years of the adoption of the CCCPH.

(g) Noncommunity water system must conduct a follow-up hazard assessment of its water distribution system if any changes are made that could result in a cross-connection or any backflow incidents occur.

(h) A cross-connection control specialist must review or conduct each initial and follow-up hazard assessment pursuant to this section and make a written finding that, in the specialist's judgment based on cross-connection control principles, the PWS's hazard assessment properly identified all hazards at the time of the assessment, the appropriate degree of hazards, and the corresponding backflow protection.

### **3.2.2 Backflow Protection Required**

(a) A PWS must ensure its distribution system is protected from backflow from identified hazards through the proper installation, continued operation, and field testing of an approved BPA (see Article 3 for installation and approved BPA criteria). When a DC is required or referenced in the CCCPH, a DCDA or DCDA-II type of assembly may be substituted if appropriate. When an RP is required or referenced in the CCCPH, an RPDA or RPDA-II type of assembly may be substituted if appropriate.

(b) The BPA installed must be no less protective than that which is commensurate with the degree of hazard at a user premises, as specified in this Chapter and as determined based on the results of the hazard assessment conducted pursuant to CCCPH section 3.2.1.

(c) Unless specified otherwise in this Chapter, a PWS must, at all times, protect its distribution system from high hazard cross-connections (see Appendix D for examples), through premises containment, through the use of AG(s) or RP(s).

(1) Following State Water Board review and approval, a PWS may implement an alternate method of premises containment in lieu of a required AG provided that the proposed alternative would not increase the level of risk to protection of public health.

(2) Following State Water Board review and approval, a PWS may accept internal protection in lieu of containment when premises containment is not feasible.

(d) Except as otherwise allowed or prohibited in statute or in CCR Title 22, Division 4, Chapter 3, a swivel-ell may be used instead of an AG for premises containment protection when temporarily substituting tertiary recycled water use areas with potable water from a PWS if all the following criteria are met:

- (1) the swivel-ell is approved by the State Water Board;
- (2) the PWS has a cross-connection control program, required pursuant to CCCPH section 3.1.3, and the use and operation of the swivel-ell is described in the Cross-Connection Control Plan required pursuant to CCCPH section 3.1.4;
- (3) the design and construction-related requirements of the swivel-ell adheres to the criteria in Appendix C;
- (4) at least every 12 months, inspections are performed and documented to confirm ongoing compliance with the design and construction-related requirements in Appendix C;
- (5) the RP used in conjunction with the swivel-ell is field tested and found to be functioning properly:

- (A) immediately upon each switchover to potable water use, a visual inspection of the RP must be completed
- (B) within 72 hours of each switchover to potable water use, a field test must be completed, and
- (C) at least every 12 weeks the use site is supplied with potable water; and

(6) there is a legally binding agreement between the PWS and the entity supplying the recycled water, signed by those with relevant legal authority, that includes the following requirements:

- (A) The State Water Board will be notified within 24 hours of all switchovers to or from potable water, will be given an estimate of the timeframe until the next switchover, and will be provided the results of the field testing required in paragraph (5);
- (B) a trained representative of the PWS be present to supervise each switchover; and
- (C) within seven days of each switchover, if requested by the State Water Board, the PWS will submit a written report describing compliance with this subsection, as well as potable and recycled water usage information.

(e) Except as noted below, a PWS must ensure its distribution system is protected with no less than DC protection for a user premises with a fire protection system within ten years of adoption of the CCCPH.

- (1) A high hazard cross-connection fire protection system, including but not limited to fire protection systems that may utilize chemical addition (e.g., wetting agents, foam, anti-freeze, corrosion inhibitor, etc.) or an auxiliary water supply, must have no less than RP protection.

(2) For existing fire protection systems that do not meet Section 3.2.2 (e)(3) or cannot install DC protection within ten years of adoption of the CCCPH, a PWS may propose in the cross-connection control plan submitted for CCCPH Section 3.1.4:

- (A) an alternative date; or
- (B) an alternative method of backflow protection that provides at least the same level of protection to public health.

(3) A BPA is not necessary for a low hazard fire protection system on a residential user premises if the following criteria are satisfied:

- (A) the user premises has only one service connection to the PWS;
- (B) a single service line onto the user premises exists that subsequently splits on the property for domestic flow and fire protection system flow, such that the fire protection system may be isolated from the rest of the user premises;
- (C) a single, water industry standard, water meter is provided to measure combined domestic flow and fire protection system flow;
- (D) the fire protection system is constructed of piping materials certified as meeting NSF/ANSI Standard 61; and
- (E) the fire protection system's piping is looped within the structure and is connected to one or more routinely used fixtures (such as a water closet) to prevent stagnant water.

(f) The State Water Board and PWS may, at their discretion, require a water user to designate a user supervisor when the user premises has a multi-piping system that conveys various types of fluids and where changes in the piping system are frequently made. If a user supervisor is designated the following is required:

- (1) The user supervisor is responsible for the avoidance of cross-connections during the installation, operation and maintenance of the water user's pipelines and equipment. The user supervisor must be trained on the fluids used and backflow protection for the premise, and must inform the PWS of changes in piping, and maintain current contact information on file with the PWS; and
- (2) The PWS must include in the Cross-Connection Control Plan required in CCCPH section 3.1.4 the training and qualification requirements for user supervisors, identify the entity that will provide the user supervisor training, and frequency of any necessary recurring training. The training must adequately address the types of hazards and concerns typically found.

(g) Facilities producing, treating, storing, or distributing drinking water that are an approved water supply or water recycling plants as defined by CCR Title 22, Section 60301.710 must have proper internal protection from cross-connections to ensure that all drinking water produced and delivered to customers and workers at those facilities is free from unprotected cross-connections.





**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 6**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Selection of Consultant(s) for On-Call Engineering Services and Authorization of Expenditures**

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**Staff Recommendation**

Authorize the General Manager to execute a Professional Services Agreement for up to three (3) consulting firms to provide on-call engineering services related to District projects and development plan check activities for a total not-to-exceed amount of **\$4,500,000.00**.

**Executive Summary**

The District has several projects identified within the 2025 – 2029 Capital Improvement Budget (CIB) which are in need of replacement and/or construction. There are also several development projects currently going through the plan review process in which District staff can utilize these consultants. All consultant work completed for plan review of water improvement plans associated with developer projects will be at the expense of the developer(s). District staff solicited a Request for Qualifications (RFQ) for design and engineering services. The District received six (6) proposals from interested consultants and District staff recommends executing a Professional Services Agreement (PSA) with three (3) consultants: **Cozad & Fox, Inc., Michael Baker International, and TKE Engineering, Inc..**

**Background**

At the March 27, 2025, BCVWD Engineering Workshop, the Board of Directors considered the selection of consultants for On-Call Engineering Services and authorization of expenditures. At the Engineering Workshop, the Board of Directors requested that District staff provide the On-Call Engineering Services Request for Qualifications and the consultant fee schedules. The On-Call Engineering Services RFQ and consultant fee schedules have been included via attachments in this Staff Report.

The District adopted the 2025 – 2029 Capital Improvement Budget (CIB) in December 2024 (see Attachment 1), which identified capital expenditures for this five (5) year period. Many of the projects identified within the CIB could be supported by one of the recommended engineering consulting firms with District engineering staff oversight. District staff also identifies that there are several developer projects currently undergoing the plan review process. Plan review support could also be provided by one of the firms. On February 7, 2025, the District released an RFQ regarding on-call engineering services to facilitate the District's needs as they relate to District Capital Improvement Projects (CIP) and other District projects. District staff desires to issue up to three (3) On-Call Engineering Services Professional Services Agreements to qualified firms to facilitate the ongoing and upcoming CIP projects and plan check needs. Task Orders will later be issued for project specific assignments. The PSAs will be issued to the selected firm(s) for a 3-year term. The selected consultant(s) may be required to provide the following (but not limited to) engineering services:



- Planning
- Plan Checking
- Design
- Construction Management Services

On March 5, 2025, the District received proposals for in response to the On-Call Engineering Services RFQ. The following list identifies the six (6) consulting firms who responded to the solicitation (listed alphabetically):

1. Albert A. Webb Associates
2. Cozad & Fox, Inc.
3. Hilltop Geotechnical, Inc.
4. Michael Baker International
5. PSOMAS
6. TKE Engineering, Inc.

Each proposal was evaluated individually by three (3) separate District staff members based on the following criteria:

- Past performance and qualifications of the firm on similar projects
- Familiarity with the District’s geographic region and the aquifer(s) within the region
- Ability to complete the project within the proposed time frame
- The proposed project approach, scope, manner, and thoroughness in which it is presented in the proposal
- Firm’s experience, staff availability, stability, financial responsibility, and past performance on similar projects

District staff reviewed and evaluated the submitted proposals, and the review and selection process identified **Cozad & Fox, Inc., Michael Baker International, and TKE Engineering, Inc.** as the highest-ranking proposals. The proposal review process included scoring of the technical merits of each proposal (80% weight in overall score) and fee proposal (20% weight in overall score).

Scores from each of the six (6) firms are summarized in Table 1, below. The “Technical Score” in the table represents the average of the scores assigned by reviewers. The “Fee Proposal” represented the average of the scores assigned by reviewers regarding the rates provided by the consultants. The “Weighted Score” shown in Table 1 was calculated using Equations (1) and (2) below.

$$(1) \left( \frac{\text{Proposal Technical Score}}{\text{Highest Proposal Technical Score}} \right) \times (\text{Technical Score Weight})$$

$$(2) \left( \frac{\text{Lowest Service Cost Total}}{\text{Service Cost Total}} \right) \times (\text{Service Cost Weight})$$



**Table 1 – Consultant Weighted Scores**

Consultant <sup>1</sup>	Technical Weighted Score (Max 80%)	Fee Proposal Weighted Score (Max 20%)	Total Weighted Score
Albert A Webb Associates	75%	14%	89%
Cozad & Fox, Inc.	80%	20%	100%
Hilltop Geotechnical, Inc.	54%	20%	74%
Michael Baker International	78%	14%	92%
PSOMAS	73%	18%	91%
TKE Engineering, Inc.	72%	20%	92%

1. The consultants have been listed alphabetically.

District staff recommends the Board of Directors authorize the General Manager to execute a Professional Services Agreement with each of the three (3) consultants: **Cozad & Fox, Inc., Michael Baker International, and TKE Engineering, Inc.** for a term of three (3) years.

**Fiscal Impact**

Upon identifying a capital improvement project with a need for engineering services, it is anticipated that District staff will request a proposal from one or more of the contracted consultants with a Task Order executed between the District and selected consultant which is most capable of meeting the District’s needs at the time of service. The projects not identified subject to work authorization would be developer deposit funded activities such as plan check and development support services, which would include deposits collected or to be collected, or future Board-authorized projects with approved funds, or those District projects identified in the District’s CIP (see Attachment 1), which is funded by Capital Replacement Reserves or Capital Expansion Reserves (collected Capacity Charges). Where projects are identified in the District’s CIP, engineering services have been estimated and budgeted for as a soft cost. District staff intends to bring on-call engineering task orders forward to the Board of Directors with an estimated budget, including the cost for engineering services, for consideration.

All consulting services associated with plan review of development projects will be at the expense of the developer. Developer deposits are collected by the District in advance of the work performed. There will be no fiscal impact to the District associated with plan review for development projects. District staff time associated with the development-related work activities is also charged to developer deposits.

District staff requests Board approval for a not to exceed amount of **\$1,500,000.00** for each PSA (approximately \$500,000.00 per year). This not to exceed amount will consist of expenses paid by plan review deposits for developer projects and/or by District CIP projects (replacement and/or expansion).

The total fiscal impact is not to exceed **\$4,500,000.00**.



## **Attachments**

1. 2025 – 2029 Capital Improvement Budget, Appendix C
2. Request for Qualifications for On-Call Engineering Services
3. Cozad & Fox, Inc. Schedule of Fees
4. Michael Baker International Schedule of Fees
5. TKE Engineering, Inc. Schedule of Fees
6. PSOMAS Schedule of Fees
7. Albert A Webb Associates Schedule of Fees
8. Hilltop Geotechnical, Inc. Schedule of Fees

Staff Report prepared by Evan Ward, Associate Civil Engineer I

# Attachment 1

## Beaumont-Cherry Valley Water District Appendix C 2025-2029 Capital Improvement Budget Detail



Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
<b>Potable Infrastructure Projects</b>									
EOC-001	(1)	2020	BCVWD EOC Staffing and Space Requirements	5,000,000	2,000,000	5,000,000	-	-	12,000,000
DPX-001	(2)	2020	Disaster Preparedness Equipment	100,000	293,800	230,400	-	-	624,200
WR-SITES-Reser	(3)	2017	Investment in Sites Reservoir Project	519,600	866,100	1,039,300	1,385,700	1,732,100	5,542,800
	(4)	2020	2023 Capacity Charge Study	-	-	-	-	-	-
	(5)	2019	Climate Control for High Horsepower Electrical Buildings	60,300	-	-	-	-	60,300
M-0000-0002	(6)	2019	Arc Flash Study & Improvement Project	-	80,300	-	-	-	80,300
W-2650-0001	(7)	2017	Chlorination Retrofit At Misc. Wells (6 Well Sites)	25,900	20,300	64,300	-	-	110,500
BP-2750-0001	(8)	2027	New 2650 Zone Well_0001	-	-	2,604,500	895,800	5,742,200	9,242,500
M-2750-0001	(9)	2023	2750 Zone to 2850 Zone Booster Pump Station	-	870,700	3,621,300	-	-	4,492,000
TM-2750-0001	(10)	2017	2850/2750 Pressure Reducing Station & Piping (Cherry Reservoir)	65,100	-	-	-	-	65,100
W-2750-0001	(11)	2022	Cherry Reservoir 1 & 2 Exterior Recoat and Retrofit	1,074,400	-	-	-	-	1,074,400
W-2750-0001	(12)	2017	Replacement for Well 2	1,352,900	2,809,200	3,030,900	-	-	7,193,000
W-2750-0002	(13)	2017	2750 Zone Well in Noble Creek Recharge Facility Phase I (NCRF)	1,500,000	3,445,600	3,712,400	-	-	8,658,000
W-2750-0005	(14)	2017	Replace 2750 Zone Well 1	736,600	2,031,300	2,183,900	-	-	4,951,800
W-2750-0008	(15)	2026	Well 3 Landscape Improvements and Block Wall	-	200,000	100,000	-	-	300,000
W-2750-0009	(16)	2026	Cherry Yard Landscape Improvements and Block Wall	-	200,000	-	-	-	200,000
BP-2850-0001	(17)	2023	2850 Zone to 3040 Zone Booster Pump Station_0001	1,827,700	2,886,900	-	-	-	4,714,600
TM-2850-0001	(18)	2022	Vineland 1 Exterior Recoat and Retrofit	310,200	-	-	-	-	310,200
W-2850-0001	(19)	2023	New Beaumont Basin Well on Pardee Sundance Site	-	-	2,164,700	-	-	2,164,700
W-2850-0002	(20)	2029	New Beaumont Basin Well Near Brookside Elementary School	-	-	2,170,400	-	-	2,170,400
WT-2850-0001	(21)	2029	Well Head Treatment Plant Well Z5 Cr VI	-	2,000,100	2,127,300	-	-	4,127,400
BP-3040-0001	(22)	2017	Noble Booster Pump and Motor(Spare Pump & Motor)	-	-	-	2,854,400	-	2,854,400
T-3040-0001	(23)	2017	2 MG 3040 Zone Tank_0001	-	-	-	-	-	-
T-3040-0001	(24)	2017	Pressure Zone Pipeline	4,250,500	-	-	-	-	4,250,500
TM-3040-0001	(25)	2022	Highland Springs Reservoir Recoat & Retrofit	1,333,800	-	-	-	-	1,333,800
TM-3330-0001	(26)	2022	Lower Edgar Reservoir Recoat & Retrofit	-	281,900	881,400	127,400	398,400	1,163,300
BP-3620-0001	(27)	2029	3620 Zone to 3900 Zone Booster Pump Station	-	-	-	-	85,000	85,000
PR-3620-0001	(28)	2022	3620 to 3330 Fisher Pressure Regulator_0001	-	-	-	-	219,000	219,000
PR-3620-0002	(29)	2022	3620 to 3330 Fisher Pressure Regulator_0002	-	-	-	-	77,400	77,400
BP-HS-0001	(30)	2026	Add 3rd Booster Pump and Fire Pump at HS Hydro pneumatic	-	-	-	-	322,100	322,100
WR	(31)	2027	Improvements to Eighth St., Cherry and Starlight Basins	-	-	-	761,700	810,100	1,571,800
WR	(32)	2027	Marshall Creek Stormwater Capture	-	-	-	-	99,900	99,900
WR	(33)	2027	Beaumont Ave and Brookside Ave Stormwater Metering	-	-	-	-	106,200	106,200
WR	(34)	2017	Grand Avenue Storm Drain (MDP Line 16)	-	-	-	-	119,500	219,400
<b>Total Potable Infrastructure Projects</b>				<b>18,157,000</b>	<b>17,786,200</b>	<b>28,930,800</b>	<b>13,003,200</b>	<b>16,959,400</b>	<b>94,836,600</b>
<b>Potable Pipeline Replacements</b>									
P-2750-0013		2029	Elm Ave. - 8th to 12th - Replace Existing 10" Distribution Main	-	-	-	-	224,600	224,600
P-2750-0024		2026	Olive, 4th to 8/o 3rd. Replacing existing 4" Steel Waterline	-	62,800	251,400	-	-	314,200
P-2750-0025		2025	Maple Ave., 1st St to 3rd St	-	-	74,900	299,500	-	374,400
P-2750-0037		2027	Maple Ave., 6th to 7th; 7th, Maple Ave. to Palm Ave. Replacing existing 6" ACP waterline in 7th Street. Includes reconnecting services from alley to new waterline in Maple	-	-	69,700	278,700	-	348,400



**Beaumont-Cherry Valley Water District  
Appendix C  
2025-2029 Capital Improvement Budget Detail**

Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
P-2750-0038		2027	Maple Ave., 5th to 6th. Includes reconnecting services to new waterline in Maple Ave and existing waterline in Palm Ave. 2" in alley to remain in service until waterline in orange constructed (P-2750-0040)	-	-	43,300	173,300	-	216,600
P-2750-0039		2026	5th St. & Michigan Ave. - Manifold Line to Serve Home Cluster at 490 Michigan. New 8" Pipeline from End of Autozone to southern end of Massachusetts	-	-	-	41,200	165,000	206,200
P-2750-0041		2025	Euclid Ave., 6th to 8th. Tie over existing services in alleys (between Edgar/Euclid and Euclid/Beaumont Ave)	-	-	100,200	400,600	-	500,800
P-2750-0042		2026	Edgar Ave., 5th to 6th. Tie over existing services in alleys (between Edgar Ave/California and Edgar Ave/Euclid)	-	36,500	145,900	-	-	182,400
P-2750-0043		2026	Edgar Ave., 6th to 8th. Tie in existing services in alleys (between California/Edgar and Edgar/Euclid)	-	102,500	410,000	-	-	512,500
P-2750-0044		2028	Alley North of 6th St., from California Ave. to Exist. 10" at Alley w/o Beaumont Ave.	-	-	-	92,200	369,000	461,200
P-2750-0045		2028	7th St. California Ave. to Beaumont Ave.	-	-	-	71,000	283,900	354,900
P-2750-0046		2026	9th St. Elm Ave. to Euclid Ave.	-	-	70,900	283,800	-	354,700
P-2750-0047		2026	9th St., Beaumont Ave. to Palm Ave.	-	-	70,900	283,800	-	354,700
P-2750-0048		2026	9th St., Palm Ave. to Pennsylvania Ave.	-	-	70,900	283,800	-	354,700
P-2750-0049		2029	10th St., Palm Ave. to Michigan Ave.	-	-	-	-	47,200	47,200
P-2750-0050		2028	Orange Ave., 8th St. to 10th St. Includes tie-ins of existing services in alley on west side of Orange.	-	-	-	77,000	307,900	384,900
P-2750-0051		2028	Orange Ave., 10th St. to 11th St. Includes relocation of existing services to new waterline.	-	-	-	30,700	122,700	153,400
P-2750-0052		2028	Magnolia Ave., 10th St. to 11th St. Includes relocation of existing services to new waterline.	-	-	-	46,100	184,600	230,700
P-2750-0053		2026	Euclid Ave., 10th St. to 11th St. Includes relocation of existing services to new waterline.	-	-	53,900	215,500	-	269,400
P-2750-0054		2027	Edgar Ave., 8th St. to 10th St. Includes relocation of existing services to new waterline.	-	102,100	408,400	-	-	510,500
P-2750-0055		2027	Edgar Ave, 10th St. to 11th St. Includes relocation of services from ally to new waterline.	-	51,900	207,800	-	-	259,700
P-2750-0056	(6)	2024	11th Street, Beaumont Avenue to Elm Avenue Magnolia Ave., 7th to 8th (end of existing 6" in Magnolia Ave to 8th St). Includes relocation existing services to new waterline in Magnolia Avenue and Existing Waterline in Orange Avenue.	1,854,300	-	-	-	-	1,854,300
P-2750-0057		2029	Wellwood Ave., B St north to end. Replacing existing 2" steel waterline	-	-	-	-	44,000	44,000
P-2750-0058	(7)	2026	Wellwood Ave., 10th to 12th. Includes relocation of existing services in alleys to new waterline.	-	-	11,400	45,500	-	56,900
P-2750-0059		2027	Edgar Ave, 11th to 12th, and Merry Ln from Edgar to end of cul-de-sac	-	-	164,400	657,400	-	821,800
P-2750-0060		2029	Orange Ave., 11th to Oak Valley Pkwy	-	-	467,400	-	-	467,400
P-2750-0061	(8)	2024	Egan Ave.-Wellwood Ave. Alley, 5th to 8th St	107,600	430,300	-	-	-	537,900
P-2750-0067	(8)	2024	Elm Ave.-Wellwood Ave. Alley, 7th St. to 5th St.	43,100	172,200	-	-	-	215,300
P-2750-0068	(8)	2024	Elm Ave., 6th to 7th	24,600	98,300	-	-	-	122,900
P-2750-0069		2024	Egan Ave-California Ave. Alley, 5th to 7th	323,600	-	-	-	-	323,600
P-2750-0070		2026	Twelfth St., Michigan Ave. to Pennsylvania Ave. Replacing existing 4" steel waterline	-	-	-	-	77,900	77,900



**Beaumont-Cherry Valley Water District  
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2025-2029 Capital Improvement Budget Detail**

Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
P-2750-0071		2028	Oak Valley Pkwy, Elm Ave. to Michigan Ave. Replace existing 10" waterline with 16" and convert 10" waterline to 2850 PZ.	-	-	170,300	-	681,000	851,300
P-2750-0095	(4)	2024	American Avenue, 6th Street to 8th Street	460,400	-	-	-	-	460,400
P-2750-0098	(7)	2026	2023-2024 Service Lateral Replacement Project	-	389,900	-	-	-	389,900
P-2570-0059	(4)	2024	Orange Avenue, 6th Street to 8th Street	140,100	560,200	-	-	-	700,300
S-2750-0001	(2)	2025	Service Replacements - Elm Alley & Wellwood Alley - 8th Street to 10th Street	299,700	-	-	-	-	299,700
S-2750-0002		2026	Service Replacements - California & Edgar Alley - 8th to 9th and 10th to 11th	-	309,400	-	-	-	309,400
S-2750-0003		2026	Service Replacements - Euclid Avenue - 8th Street to 10th Street	-	-	222,400	-	-	222,400
S-2750-0004		2026	Michigan St., 6th to 8th, Not Replacing Existing 8" AC. Relocate existing Alley Services to Existing 8" AC Main in Michigan.	-	-	-	309,200	-	309,200
P-2850-0009		2028	Brookside Ave., Nancy Ave. to end of existing 16-in. Replacing existing 8" ACP	-	-	-	-	74,300	74,300
P-3040-0004		2028	From Vineland St, south along Acadia Ln, west to 38834 CVB, south to CVB	-	-	-	24,800	99,200	124,000
P-3040-0005		2029	From CVB, Ralph Rd to end of cul-de-sac., east to APN 405-060-013, north to Orchard St.	-	-	-	-	22,200	22,200
P-3040-0006		2027	Lincoln St. Noble St. to Cherry Ave	-	-	-	-	85,300	85,300
P-3040-0007		2027	Lincoln St. Cherry Ave to Jonathan Ave	-	-	-	-	86,200	86,200
P-3040-0008		2028	Lincoln St. Jonathan Ave to Winesap Ave	-	-	-	-	75,700	75,700
P-3040-0010		2026	Jonathan Ave., Brookside Ave. to Dutton St.	-	-	-	336,900	1,347,600	1,684,500
P-3040-0020		2029	Martin Ln, Lincoln St. to Grand Ave.	-	-	-	-	61,100	61,100
P-3040-0021	(4)	2024	Lincoln St., Noble St to West end	84,100	336,200	-	-	-	420,300
P-3040-0022		2029	Friendship Dr., Vineland St. to End of unpaved road	-	-	-	-	34,400	34,400
P-3040-0023	(8)	2024	Bing Pl	158,900	-	-	-	-	158,900
P-3040-0024	(8)	2024	Lambert Pl	158,900	-	-	-	-	158,900
P-3040-0025	(8)	2024	Star Ln, Sky Ln, and View Dr to end of cul-de-sac	712,700	-	-	-	-	712,700
P-3040-0026	(8)	2024	Utica Way, Vineland St to View Dr.	505,700	-	-	-	-	505,700
P-3040-0028		2029	Lincoln Ave, from Winesap to Bellflower Ave	-	-	-	-	69,900	69,900
P-3150-0005		2029	Dutton St., Cherry Ave. to Bellflower Ave. Replace existing 6" and 4" steel waterlines.	-	-	-	-	265,400	265,400
P-3150-0006		2029	South of line from Bridges to Dutton, along Intl Park Rd	-	-	-	-	33,100	33,100
P-3150-0008		2029	In Cherry Ave, from Dutton south to 10252 Cherry Ave (dead-end)	-	-	-	-	38,900	38,900
P-3330-0002		2028	In Ave San Timoteo, from end of 12-in (approx 9490 Ave San Timoteo) south to Ave. Sonrisa	-	-	296,100	-	1,184,500	1,480,600
P-3330-0003	(8)	2024	In Ave. Sonrisa, Ave San Timoteo to Ave. Miravilla. Replacing 6" and 4" waterlines	1,252,000	-	-	-	-	1,252,000
P-3330-0005		2029	Ave. Miravilla, from Lilac Ln 8-in (connect to P-3330-0001) south to existing 6" line (approximately at south end of 9520 Avenida Miravilla)	-	-	-	-	162,700	162,700
P-3330-0007	(2)	2024	From Avenida Sonrisa, north to Avenida Miravilla through Alley	95,000	380,200	-	-	-	475,200
P-3330-0008		2026	From south end of P-3330-0005, south to 9584 Avenida Miravilla	-	-	-	-	150,900	150,900
P-3620-0001	(5)	2024	"B" Line Upper Edgar 12" to upper end of 20" DIP and from lower end 20" DIP to Balance line and Balance Line in Edgar Canyon	888,900	-	-	-	-	888,900
P-3620-0002		2025	"A" Line - split north of Apple Tree Lane Tract (At or near Aprn-401-030-003) to Meter "A"	-	-	-	-	-	-
P-3620-0003		2026	Lower Edgar Tank	-	-	490,200	-	-	490,200
P-3620-0004		2027	"A" Line - Lower Edgar to split north of Apple Tree Lane Tract Oak Glen Rd., from Appletree Lane south to 4" at creek crossing (approx at APN 401-080-011)	-	-	-	-	313,200	313,200
				-	-	207,100	-	828,300	1,035,400



**Beaumont-Cherry Valley Water District  
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Engineering Project #	Project Begin Year	Footnotes	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
P-3620-0009	2024	(8)	Ave. Miravilla, End of proposed 12-in (P-3620-0008) south to end of existing blowoff (near S property line of 8940 Avenida Miravilla)	250,000	-	-	-	-	250,000
P-3620-0010	2028		In Whispering Pines from northern end of P-3620-0012 south to Avenida Miravilla. (Approx at south end of 9150 Whispering Pines Rd)	-	-	-	-	87,100	87,100
P-3620-0016	2025		Replace existing 4" line within parcel (Hoffman Property)	34,200	124,600	-	-	-	158,800
			<b>Total Potable Pipeline Replacements</b>	<b>7,393,800</b>	<b>3,273,900</b>	<b>2,843,800</b>	<b>5,114,700</b>	<b>9,858,700</b>	<b>28,484,900</b>
IT-NETW-0006	Ongoing	(2)	<b>IT Network Infrastructure Projects</b>	30,400	31,300	32,300	33,400	34,400	161,800
IT-NETW-0011	Ongoing	(2)	Workstation Replacement project	-	-	71,800	-	-	71,800
IT-NETW-0013	Ongoing	(2)	Server Room Uninterrupted Power Source	79,500	82,100	84,700	87,400	90,100	423,800
IT-NETW-0014	2025		Servers and Related Equipment (4 per year, 3 year life, \$15K per server)	-	-	119,900	-	-	119,900
			Network Infrastructure and Equipment (Network Switches, Firewall Appliances, SAN Storage, Tape/Backup Storage, Power Capacity)	<b>109,900</b>	<b>113,400</b>	<b>308,700</b>	<b>120,800</b>	<b>124,500</b>	<b>777,300</b>
IT-SCAD-0001	2023	(9)	<b>IT SCADA/AMR Infrastructure Projects</b>	849,200	-	-	-	-	849,200
IT-SCAD-0002	N/A	(9)	SCADA Improvement Project	-	-	-	-	-	-
IT-SCAD-0003	N/A	(9)	Wonderware SCADA Phase 2 Project	-	-	-	-	-	-
IT-SCAD-0008	2024	(2)	Wonderware SCADA Phase 3 Project	30,000	270,000	84,700	87,400	90,100	562,200
IT-AMR-0001	2019	(11)	Back-End SCADA Software and Equipment	120,000	123,800	127,800	131,800	136,000	639,400
IT-AMR-0002	Ongoing	(11)	Current / Retro Telemetry CIP	1,500,000	-	-	-	-	1,500,000
			AMR / AMI Deployment Project	475,500	475,500	475,500	475,500	475,500	2,377,500
			New Development Meters	<b>2,974,700</b>	<b>869,300</b>	<b>688,000</b>	<b>694,700</b>	<b>701,600</b>	<b>5,928,300</b>
IT-ADMIN-0001	2017	(2)	<b>IT/Field Operations/Administration Projects</b>	88,100	-	-	-	-	88,100
IT-ADMIN-0002	2025	(10)	Digitized Fileroom Project	72,000	42,000	54,100	52,300	-	220,400
			560 Magnolia AC/Heating System Replacements	<b>160,100</b>	<b>42,000</b>	<b>54,100</b>	<b>52,300</b>	<b>-</b>	<b>308,500</b>
VE-TRUK-0002	2025	(12)	<b>Vehicles &amp; Equipment</b>	28,100	-	-	-	-	28,100
VE-TRUK-0003	2026	(12)	2018 Ford F150 Reg Cab (Oct, 2017) Unit #34 Replacement	-	33,400	-	-	-	33,400
VE-TRUK-0004	2025	(12)	2018 Ford F150 Reg Cab (Sept, 2018) Unit #35 Replacement	42,600	-	-	-	-	42,600
VE-TRUK-0005	2025	(12)	2018 Ford F250 Reg Cab 4 X 4 (Aug, 2017) Unit #33 Replacement	49,100	-	-	-	-	49,100
VE-TRUK-0006	2026	(12)	2018 Ford F250 Reg Cab 4 X 4 (Aug, 2017) Unit #32 Replacement	-	33,400	-	-	-	33,400
VE-TRUK-0007	2026	(12)	2018 Ford F150 Reg Cab (Sept, 2018) Unit #36 Replacement	-	33,400	-	-	-	33,400
VE-TRUK-0008	2027	(12)	2018 Ford F150 Reg Cab (Sept, 2018) Unit #37 Replacement	-	-	-	-	-	-
VE-TRUK-0009	2027	(12)	2019 Ford F-250 Super Duty (Dec, 2019) Unit #41 Replacement	-	-	41,600	-	-	41,600
VE-TRUK-0010	2026	(12)	2019 Ford F-250 Super Duty (Dec, 2019) Unit #42 Replacement	-	-	41,400	-	-	41,400
VE-TRUK-0011	2026	(12)	2018 Ford F-250 Super Cab XL 4x4 (Oct, 2018) Unit #38 Replacement	-	56,000	-	-	-	56,000
VE-TRUK-0015	2027	(6)(12)	2019 Ford F-150 Super Duty (Dec, 2019) Unit #40 Replacement	207,300	-	56,100	-	-	263,400
VE-TRUK-0019	2027	(6)(12)	GIS / Muck Truck (Freightliner Diesel) (May, 2004) Unit #8 Replacement	-	-	-	47,700	-	47,700
VE-TRUK-0020	2025	(6)(12)	2010 Ford Explorer (Jan, 2011) Unit #1 Replacement	-	-	-	-	-	-
VE-TRUK-0021	2024	(6)(12)	2007 F-550 Dump Truck (Apr, 2009) Unit #12 Replacement	80,000	-	-	-	-	80,000
VE-TRUK-0022	2024	(6)(12)	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000
			NEW 3/4 Ton Utility Truck	-	-	-	-	-	-





**Beaumont-Cherry Valley Water District  
Appendix C  
2025-2029 Capital Improvement Budget Detail**

Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
VE-TRUK-0023	(6)(12)	2024	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000
VE-TRUK-0024	(6)(12)	2024	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000
VE-TRUK-0025	(6)(12)	2024	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000
VE-HEAV-0003		2027	Loader 938G	-	-	400,900	-	-	400,900
VE-HEAV-0004		2027	Skip Loader with Box Gannon attachment	-	-	-	-	226,700	226,700
VE-HEAV-0005		2025	Water Truck	154,800	-	-	-	-	154,800
VE-HEAV-0006		2026	Skidsteer tractor with attachments	-	-	-	283,300	-	283,300
VE-HEAV-0007		2028	D-5 Dozer Dual Slope	-	-	-	-	547,400	547,400
VE-EQIP-0002		2026	Ingersoll Rand Air Compressor (Dec, 2008)	-	-	-	-	-	-
VE-EQIP-0003		2028	Water Buffalo (Feb, 2018)	-	-	-	8,500	-	8,500
VE-EQIP-0004		2027	400W Light Tower w/Generator (Dec, 2017)	-	-	-	27,400	-	27,400
VE-EQIP-0005		2024	NEW 400W Light Tower w/Generator	-	-	-	-	-	-
			<b>Total Vehicles &amp; Equipment</b>	<b>881,900</b>	<b>156,200</b>	<b>615,100</b>	<b>1,065,900</b>	<b>-</b>	<b>2,719,100</b>
			<b>Non-Potable Infrastructure Projects</b>						
NEO-0000-0001		2019	Recycled Water Conversion and Implementation	-	759,900	-	-	-	759,900
NW-2400-0001		2028	San Timoteo Creek Non-Potable Water Extraction Well	-	-	-	-	1,252,400	1,252,400
NT-2400-0001		2023	100,000 Gallon 2400 PZ Non-Potable Tank	60,000	65,800	207,800	-	-	333,600
NR-2600-0001		2027	2600 Zone Non-Potable Regulation and Metering Station_0001	-	-	-	-	132,300	132,300
NR-2600-0002		2023	2600 Zone Non-Potable Regulation and Metering Station_0002	116,800	284,800	-	-	-	401,600
NBP-2600-0001		2024	Non-Potable Booster Pump Station at CoB Wastewater Treatment Plant	-	1,022,300	2,493,600	-	-	3,515,900
NBP-2600-0002		2024	Non-Potable Booster Pump Station at CoB Wastewater Treatment Plant Expansion	-	188,900	460,900	-	-	649,800
NR-2800-0001		2023	2800 Zone Non-Potable Regulation and Metering Station_0001	40,000	426,300	454,600	-	-	920,900
NR-2800-0002		2023	2800 Zone Non-Potable Regulation and Metering Station_0002	40,000	426,300	454,600	-	-	920,900
NT-2800-0001		2023	2 MG 2800 PZ Non-Potable Tank	250,000	2,017,000	538,300	-	-	4,560,800
NBP-2800-0001		2026	2800 Zone Non-potable Booster Pump Station at the Noble Creek Recharge Facilities	-	-	-	635,200	250,000	885,200
			<b>Total Non-Potable Infrastructure Projects</b>	<b>506,800</b>	<b>5,191,300</b>	<b>4,609,800</b>	<b>2,390,700</b>	<b>1,634,700</b>	<b>14,333,300</b>
			<b>Non-Potable Pipeline Projects</b>						
NP-2600-0001		2023	Oak Valley Parkway, from westerly end of existing 24" waterline, west to the existing City of Beaumont Lift station/ Tukwet Canyon Golf Course maintenance yard.	840,900	-	-	-	-	840,900
NP-2600-0002		2023	Oak Valley Parkway, from the west end of NP-2600-0001, west to the existing 16" waterline in Tukwet canyon Parkway.	1,770,400	-	-	-	-	1,770,400
NP-2600-0004		2025	In-Tract within a future Planning Area of the Fairway Canyon Development. In Sorenstam Drive, from the northwest end of NP-2600-0003 (future Park Site) to NR-2600-0001 at the 2400 Zone Tank Site.	463,200	-	499,200	-	-	956,400
NP-2600-0005		2026	From the NR-2800-0004, along Cherry Valley Blvd west to I-10 Freeway.	-	-	-	-	3,169,700	3,169,700
NP-2600-0006		2027	From the end of NP-2600-0005, west across the bridge along Cherry Valley Blvd crossing I-10 Freeway	-	-	-	-	-	-
NP-2600-0009		2025	Along the future alignment of Potrero Blvd, from 4th Street south to NP-2600-0008. In Beaumont Summit Station (Formerly Sunny Cal Egg Ranch), Cherry Valley Blvd to Brookside Ave	-	-	-	1,413,200	-	1,413,200
NP-2800-0001		2024	Ave	-	1,818,700	-	-	-	1,818,700
NP-2800-0002		2027	California Ave., 1st Street south to Hwy 79	-	-	-	-	-	-
NP-2800-0006		2024	In CoB WWTP site, from 2600 to 2800 Zone Booster Pump (NPB 2600-0001) to 4th St.	-	648,300	-	-	-	648,300



**Beaumont-Cherry Valley Water District**  
**Appendix C**  
**2025-2029 Capital Improvement Budget Detail**

Engineering Project #	Project Begin Year	Footnotes	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
NP-2800-0007	2024		1st St, from Commerce Way east to Highland Springs Ave	-	827,000	-	-	-	827,000
NP-2800-0008	2024		Highland Springs Ave, 2nd St to 1st St.	-	386,900	-	-	-	386,900
NP-2800-0009	2027		Within Palm Ave, Crossing 6th Street to connect existing waterlines	-	-	-	-	151,100	151,100
NP-2800-0010	2027		Noble Cr. Meadows, Cougar Way to Oak Valley Pkwy	-	-	-	-	395,200	395,200
NP-2800-0012	2027		Oak Valley Pkwy, from Oak View Dr. east to 750 ft w/o Elm Ave.	-	-	-	-	833,200	833,200
NP-2800-0016	2025		7th Street from Veille Ave southwest to California Ave	-	532,100	-	-	-	532,100
NP-2800-0017	2025		Along Oak Valley Pkwy from Palm Ave to Cherry Ave	-	720,000	-	-	-	720,000
NP-2800-0020	2025		Along 4th Street from Veille Ave to Rangel Park	-	307,400	-	-	-	307,400
NP-3000-0001	2025		At the NCRF Phase II Site, from NT-2800-0001 south to Lincoln Street.	-	-	-	-	-	328,700
NP-3000-0002	2026		In Lincoln Street, from NCRF Phase II Site east to Bellflower Avenue.	-	-	2,131,700	-	-	2,131,700
			<b>Total Non-Potable Pipeline Projects</b>	<b>3,074,500</b>	<b>3,680,900</b>	<b>3,794,600</b>	<b>5,301,400</b>	<b>4,908,200</b>	<b>20,759,600</b>
			<b>Total Capital Improvement Program</b>	<b>\$ 33,258,700</b>	<b>\$ 31,113,200</b>	<b>\$ 41,844,900</b>	<b>\$ 27,743,700</b>	<b>\$ 34,187,100</b>	<b>\$ 168,147,600</b>
			Capacity Charges	8,491,500	13,050,100	19,757,800	19,225,900	20,805,500	81,330,800
			Cap. Repl. Res.	19,517,500	16,678,200	20,058,500	8,042,300	10,859,500	75,156,000
			Developer	2,897,200	1,384,900	2,028,600	475,500	2,522,100	9,308,300
			Other	2,352,500	-	-	-	-	2,352,500
			<b>Total Capital Improvement Program by Funding Source</b>	<b>\$ 33,258,700</b>	<b>\$ 31,113,200</b>	<b>\$ 41,844,900</b>	<b>\$ 27,743,700</b>	<b>\$ 34,187,100</b>	<b>\$ 168,147,600</b>

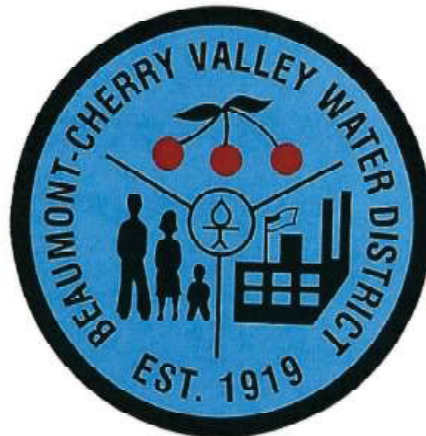
**Footnotes**

- (1) Project was originally identified in 2020 CIB. Total Budgeted cost was updated for 2024 Water Rate Study and represents a two-phased approach. Phase I could be structured in a manner where the "warehouse" (shell) would be constructed first, allowing for many of the staff to occupy it, for an estimated cost of \$13,617,825, including the purchase of land. Phase II could be structured so that the estimated remaining cost of \$19,318,925 could be deferred longer than this schedule provides for. Project was begun in prior year(s) or approved by Board to begin, ongoing, with inflationary costs added. Moved to operating expense in 2024.
- (2) Initial staff planning costs incurred in 2024, project mostly carried over into future year(s), with inflationary costs added.
- (3) Ongoing project. Contract for either design, engineering, or construction has been or is anticipated to be signed by end of 2024, or project may be completed (or purchase made) by end of 2024. Project not complete as of August 31, 2024.
- (4) 10% of project remaining for monitoring equipment and pond slide gates.
- (5) Pipeline projects now shown separately are identified in the 2024-2028 Capital Improvement Budget as 2023-2024 Service Replacements/Wellwood Ave., B St. north to end of 2024. Pipeline projects now shown separately are identified in the 2024-2028 Capital Improvement Budget as 20-21 Replacement Waterlines.
- (6) Project is ongoing, all have been reconciled as one project.
- (7) New project (purchase) identified for 2025.
- (8) Grant funding for this project has been exhausted, remaining cost for AMI phase.
- (9) The District is considering a 5-year Master Lease Agreement for fleet purchase and maintenance with Enterprise. The annual outlay for the Lease is expected to be similar to the traditional fleet purchase employed by the District on an average annual basis over time.

Attachment 2

REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
ON-CALL ENGINEERING SERVICES

February 7, 2025



Beaumont-Cherry Valley Water District  
Attn: Mark Swanson, P.E.  
560 Magnolia Avenue  
Beaumont, CA 92223  
[mark.swanson@bcvwd.gov](mailto:mark.swanson@bcvwd.gov)



**ATTENTION: CONTRACTORS AND SUBCONTRACTORS**  
**MANDATORY REQUIREMENT for**  
**DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

**Contractors and subcontractors are required to be registered with the Department of Industrial Relations in order to 1) submit a bid or be listed on a bid for a public works project, or 2) work on a public works project awarded on or after April 1, 2015.**

**Application Process**

Registration with DIR costs \$400 and covers the fiscal year (July 1–June 30th). Credit card payments can be processed within 24 hours, while other forms of payment may delay registration for up to eight weeks.

- **Activate or renew your contractor registration**
  - [Instructions for completing the contractor registration and renewal application](#)
  - [Contractor registration training video](#)
  
- [Frequently Asked Questions](#)

*Who is required to register?* Any Contractor or Subcontractor who bids on or performs work that requires the payment of prevailing wages under state law must be registered with DIR. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

To be eligible Contractors and Subcontractors must:

- Be in good legal standing with no outstanding judgments or liens owed to workers or to the State of California.
- Not be [debarred from doing public works](#) by the United States Department of Labor or any state that has public works debarment laws.
- Have a California Contractors State License if one is required (non-construction contractors must provide their professional license number if one exists for their profession).

To learn more about Public Works Contractor Registration, please read the [Public Works Reforms \(SB 854\) fact sheet](#) and the [frequently asked questions](#). If you have additional questions about contractor registration, please [contact DIR](#) for assistance.

## NOTICE INVITING STATEMENTS OF QUALIFICATIONS

NOTICE IS HEREBY GIVEN that Statements of Qualifications (SOQ or Proposal) will be received from qualified firms for On-Call Engineering Services for Planning, Plan Checking, Design, and Construction Management Services for the Beaumont-Cherry Valley Water District.

Responses to this Request for Qualifications (RFQ) will be accepted until March 5, 2025 at 3:00 p.m. SOQs received after this date/time will not be considered and will be considered nonresponsive and will not be evaluated. It is the responsibility of the submitter to ensure that any SOQs submitted have sufficient time to be received by the Beaumont-Cherry Valley Water District (BCVWD or District) prior to this SOQ due date and time.

SOQs shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

"SEALED STATEMENT OF QUALIFICATIONS FOR

**ON-CALL ENGINEERING SERVICES**

DO NOT OPEN WITH REGULAR MAIL."

Beaumont-Cherry Valley Water District

Attn: Mark Swanson, P.E.

560 Magnolia Avenue

Beaumont, CA 92223

SOQs shall be mailed, hand delivered, or sent by courier service.

All notifications, updates and addenda will be posted on the District's "Current Solicitations" page at [http://www.bcvwd.gov/current\\_solicitations.html](http://www.bcvwd.gov/current_solicitations.html). Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

**LETTER OF INTENT (Required):** Interested firms shall submit a Letter of Intent of their pending proposal to the noted Project Manager by the required date as shown on the cover page of this RFQ. Letters shall be delivered via certified mail or email. The purpose of the Letter of Intent is to provide point of contact information between the District Project Manager and the proposing firm. Interested firms will not be considered and will be considered nonresponsive and will not be evaluated unless a Letter of Intent has been submitted pursuant to the requirements described in this section.

BCVWD's regular office hours are 8 a.m. to 5 p.m., Monday – Thursday.

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**BEAUMONT-CHERRY VALLEY  
WATER DISTRICT  
REQUEST FOR QUALIFICATIONS  
ON-CALL ENGINEERING SERVICES**

**NOTICE TO SUBMITTERS / SUBMITTAL INSTRUCTIONS**

1. **DUE DATE AND TIME:** Proposals for this On-Call Engineering Services RFQ, as described herein, will be received by the Engineering Department at the District until date and time shown on “Notice of Inviting Statements of Qualifications.” Unless otherwise specified, proposals submitted by any other method such as fax or e-mail will be disqualified. Any changes to this RFQ are invalid unless specifically modified by District and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the District’s copy shall prevail. It is the Proposer’s sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received by the District at the stated time and place. Any Proposal received after the scheduled closing time for receipt of SOQs will not be considered and will remain unopened.
  - a. It is the Proposer’s sole responsibility to ensure that their proposal, inclusive of any or all addenda, is submitted to the proper place and at the proper time. Proposers are encouraged to not wait until the deadline to submit proposals, as system-related difficulties and/or questions may arise. Any proposal received after the scheduled closing time for receipt of proposals will not be considered. To assure consideration, all proposals shall include specified Exhibits and additional submittals to address all evaluation criteria. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.
2. **Note:** Submittals are sealed and cannot be viewed by BCVWD until the closing date and time. **Proposals may be withdrawn.** If you need to withdraw your proposal , you may do so contacting the District any time before the proposal deadline.

## SECTION I – INTRODUCTION AND OVERVIEW

### A. General Overview of BCVWD:

The District provides potable and non-potable water service to over 22, 000 nearly connections within City of Beaumont and the Community of Cherry Valley in Riverside County. The current population served by the District is about 66,841. The service area covers about 28 square miles (sq. mi.); the Sphere of Influence (SOI) or ultimate service area is about 37.5 sq. mi. BCVWD provides on average about 12,000 acre-ft/year (AFY) of potable water and about 1,500 AFY of non-potable water which is currently supplemented by the potable water system. BCVWD relies exclusively on groundwater from 24 wells, supplemented by recharged, imported State Project Water (SPW) from the San Geronio Pass Water Agency. The imported water is spread at BCVWD’s Groundwater Recharge Facility. BCVWD serves potable water through eight major and three smaller pressure zones; there are 15 tanks serving these pressure zones. The non-potable water system is planned for up to four pressure zones.

The District adopted the 2017-2026 Ten Year Capital Improvement Plan (CIP) in March 2017 (subsequently updated in 2018), which is a fiscal planning tool used to identify the future capital needs of the District, as well as identify the timing and method of financing said capital needs. These projects will be funded from various sources. Some of these projects will be performed “in-house” with BCVWD staff; many will be designed by consulting engineering firms retained by BCVWD based on a separate Request for Proposal (RFP) process.

It is BCVWD’s intent to issue On-Call Service Agreements to multiple qualified firms; Task Orders will be issued for specific project assignments.

### B. Purpose of Request for Qualifications

The District is issuing this Request for Qualifications to short list qualified firms to perform On-Call Engineering Support Services related services based on the District’s needs. BCVWD is looking for firms that are experienced with the local conditions, flexible, offer a range of engineering services, and, above all, are responsive. BCVWD desires firms that are able to staff the project quickly and start work immediately upon receipt of an executed Task Order. The District will select consultant firms based on their qualified expertise to perform engineering design services. Upon final selection, a short list will be established and an Agreement will be issued to the selected firm for a three (3)-year period. Each qualified firm would still be required to submit a proposal for each project and, if accepted, a Task Order will be issued under the Agreement detailing the specifics of each project. **Note: Each Task Order issued under the On-Call Engineering Support Services Agreement will be in an amount determined based on anticipated Project Scope, and will be considered based on the proposals provided by each consultant on the District’s short list for each project.**

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on Exhibit D and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process.



It is the intent of the District to receive responses to the RFQ and, if appropriate, conduct individual interviews in order to select a firm which, in the opinion of the District, is best suited to perform the work. The purpose of this RFQ, therefore, is to provide the District with the information necessary in order to select a firm. Following receipt of proposals the District may, at its discretion, elect to shortlist a select few to participate in the interview stage of the selection process.

It is the intent of the District to rotate the Task Orders among the short list of qualified firms over the duration of the On-Call Engineering Support Service Agreement. Rotation will be based on work assigned, cost, and consultant availability.

**C. RFQ Specific Dates**

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of these On-Call Engineering Support Service contracts. Please note the following key dates when preparing your response to this RFQ.

**Table 1 – RFQ Specific Dates**

Description	Date
Release of RFQ to Proposers	February 7, 2025
Deadline for Written Questions Regarding RFQ	February 19, 2025
Responses to Written Questions Regarding RFQ	February 26, 2025
Notice of Intent to Bid (Required)	February 26, 2025
<b>SOQ Due Date</b>	<b>March 5, 2025</b>
SOQ Review and Short List	TBD
Individual Interviews (if applicable)	TBD
Recommendation for Award (Approximate)	March 27, 2025
Contract Approval and Approx. Start Date	April 14, 2025

**D. Selection Criteria:**

The Criteria for consultant selection will be based on, but not limited to, the following:

1. **Qualifications and Experience of Firm:** Provide a description of your firm’s expertise related to each type of service requested, and a full discussion of your recent experience directly related to the services requested.
2. **Experience and Qualifications of Personnel:** Experience and qualifications of personnel assigned to perform the work: A minimum of five years of experience in performing the services defined herein.

3. Availability: The District is looking for a responsive consultant to execute necessary services in an expeditious manner. When specific tasks are identified, Consultant shall endeavor to submit a proposal within seven (7) days of BCVWD's request and commence work within seven (7) days upon receiving the task order. Consultant will be required to provide necessary staff resources to complete the task in a timely manner.
4. Knowledge of BCVWD Standards/Guidelines.
5. Knowledge of Regulatory Compliance Requirements
6. Price & Payment Terms
7. Exceptions Taken to RFQ – **Exhibit D**
8. Proximity to the District

#### **E. Evaluation and Selection Process**

1. Submittal Review: A committee of BCVWD staff will review each submittal for conformance with the RFQ document format. Failure to meet the requirements may be cause for eliminating the applicant from further consideration. The committee will then evaluate each submittal to determine firm qualifications, identified key staff, reference, and other materials to identify those firms for each Category of Service.
2. Selection: Based on the committee's evaluation and scoring of each firm's qualifications, the firms will be ranked by the evaluation committee. It is anticipated that up to three, or possibly more, On-Call Engineering Service Agreements will be awarded with the highest-ranking firms being selected. However, the District reserves the right to consider the overall distribution of contracts and may award agreements as it deems necessary to achieve balance, regardless of the assigned rank.
3. Short List: The approved "Short List" will be valid for three (3) years (plus an optional one (1) year extension, at the District's discretion). The District has the right to add and remove firms from the list during the three-year contract period. The District has the right, at its sole discretion, to qualify additional firms throughout this period.
4. Consultant Rotation: Projects or tasks awarded pursuant to the established list of On-Call Engineering Support Services Consultant(s) will be assigned at the District's sole discretion. District will consider the balance of awards for such assignments throughout the term of the contract(s); however, District is in no way obligated to assure such workload or monetary distribution.
5. Evaluation Criteria: The committee may interview the top ranking proposers. The District reserves the right to begin negotiations and enter into an agreement without interview or further discussions. The evaluation process will use 80% as a weighting factor for the Technical Proposal and 20% for the Fee Schedule. The Technical Proposal evaluation criteria and weighting are as follows:

Technical RFP Evaluation Criteria	Weight of Score
Past performance and qualifications of the firm on similar projects.	25%
Familiarity with the District's geographic region and the aquifer(s) within the region.	20%
Ability to complete the project within the proposed time frame.	15%
The proposed project approach, scope, manner, and thoroughness in which it is presented in the proposal.	20%
Firm's experience, staff availability, stability, financial responsibility, and past performance on similar projects.	20%

6. The Fee Schedule shall be a weighted percentage of the lowest proposal fee divided by the proposal fee being evaluated.

## SECTION II – STATEMENT OF QUALIFICATIONS REQUIREMENTS

### A. Proposal Format, Content, and Organization

The emphasis of the proposal should be on responding to the requirements set forth herein. In addition, proposers need to demonstrate their capabilities, background, and expertise in order for the District to effectively evaluate the proposals, and award to the company that provides the best value to the District based on the selection criteria in Section I. To assist in best understanding the qualifications and capabilities of each firm, BCVWD requests that each proposer organize their SOQs in the order presented.

1. Transmittal or Cover Letter: Indicate the category or categories of services that will be submitted. Provide a brief description of the firm's expertise related to each type of services described. No more than 2 pages.
2. Executive Summary: Include a brief summary of the firm's origin, background, and size of the company, an organizational chart, the overall capabilities of the organization, appropriate licenses and certifications, and proximity of company's resources to the District's offices and facilities.
3. Firm's Scope of Services: Provide a general statement, or list, of those services which the firm has the experience, and capability regarding Support Services for Planning, Plan Check, Design, and Construction Management Services related to water and non-potable (recycled) water systems, tanks, booster stations and wells. The intent of the District is to award this contracts to firms that can offer support services necessary to help the District execute a number of design and construction activities over the next 3 or more years.
4. Statement of Qualifications: **Provide a SOQ which shall include the information requested in a. thru g. below:**
  - a. Qualifications and Experience (Firm and Personnel) – a description of the company's expertise related to services related to water and non-potable water system engineering activities related to planning, plan checking and design and construction management activities and services. Provide a full discussion of the company's recent experience directly related to the identified activities. Limit recent experience to no more than five (5) projects, performed for different clients; if possible, projects within the last three to four years which are similar (size and scope) to projects which may be anticipated herein. BCVWD is particularly interested in projects that have been completed in the area, i.e. Riverside or San Bernardino County.
  - b. Personnel – Provide an organizational chart identifying the proposed project manager(s), principal-in-charge, and other key staff. BCVWD recognizes that this is a multi-year, on-call contract and, depending on the timing, some staff

may not be available. BCVWD suggests the firm may want to identify one or two additional individuals who could serve as project manager. Include brief resumes of all staff listed in the organizational chart , including total years of experience, qualifications, educational background, licenses, certificates and length of time with the firm. Please include a description of the staff members' expertise requested services described herein and a full discussion of the staff member's recent experience directly related to those services.

- c. References (**Exhibit A**) – list three (3) former municipal (preferred) or private clients for whom comparable services have been performed within the last five years. Include the name, mailing address, and telephone number of each client's principal representative.
- d. List of Subcontractors (**Exhibit B**)
- e. Proposer Business Information (**Exhibit C**)
- f. Proposal Rates – a schedule of hourly rates and percentage markup of reimbursable expenses, if any shall be included in the sealed SOQ. The rates shall be valid for the term of the contract.
- g. Additions, Deletions and/or Exceptions (**Exhibit D**) – compliance with the District's contractual terms and/or SOQ requirements. The Proposer shall note any additions, deletions and/or exceptions to the contractual terms and/or SOQ requirements. If there are no exceptions taken, please note in the form: "There are none".

## B. General Conditions

1. BCVWD reserves the right to withhold award of contract for a period of ninety (90) days following RFQ opening. All submittals received are considered firm for that 90-day period.
2. An On Call Engineering Services contract incorporating the terms and conditions contained herein will be sent to the successful proposers selected (up to 3). Any additional terms and conditions requested by Proposer must be submitted at the time of your response as part of Exhibit D (Additions, Deletions, and/or Exceptions), attached and will be considered as part of the selection/negotiation process. Actual work activities will be assigned by individual Task Orders.
3. The District may make such investigations as it deems necessary to determine the ability of the Proposer to provide the services as specified, and the Proposer shall furnish to the District, as is commercially reasonable, all such information and data for this purpose. The District may discuss or negotiate with one or more firms prior to award and reserves the right to reject any proposal.
4. Any questions as to the meaning of the scope of work and/or technical specifications or other pre-proposal documents must be submitted in writing to Mark Swanson at (951) 845-9581, ext. 218, [mark.swanson@bcvwd.gov](mailto:mark.swanson@bcvwd.gov), who will provide appropriate responses. To be given consideration, requests must be received no later than **the Date Identified in Table 1; Specific Dates, herein**. Any and all such interpretations and any supplemental instructions will be sent to all firms not later than **the Date Identified in Table 1; Specific Dates, herein**. All addenda so issued shall become part of the RFQ documents. Under no circumstances may the firm contact any staff or Board member, other than Mark Swanson, for clarification or interpretation of any requirements herein.
5. The District reserves the right to reject any or all SOQs, either separately or as a whole and to waive any informality in a proposal or to accept any proposal presented which it deems best suited to the interest of the District, and is not to be bound to accept the lowest price. Conditional submittals will not be accepted.
6. Should the Proposer not propose services for a particular item, please enter “No Proposal” next to each item not proposed on.
7. The cost for developing the SOQ is the sole responsibility of the Proposer. All proposals submitted become the property of the District.
8. At the time of the opening of SOQs each Proposer shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Addenda).
9. District is subject to the Public Records Act, California Government Code Section 6250 *et. seq.* As such, **all** required submittal information may be subject to disclosure to the general public. If any information is considered by the firm to be “confidential” or “proprietary,” those pages, (each page), shall be separately marked “confidential” or

“proprietary.” However, BCVWD cannot guarantee that such marked pages will not accidentally become part of any public records request.

## **SECTION III – SCOPE OF WORK FOR ON-CALL ENGINEERING SUPPORT SERVICES**

### **A. Design Services**

The consultant shall provide professional on-call engineering services in support of the various activities described below. The services shall include preparation of deliverables by consultant staff licensed in the State of California with specific experience in the categories described below, as necessary, in accordance with all applicable BCVWD Specifications and Standards.

Under the supervision of a professional engineer registered in the State of California with experience in planning, plan-check, and design and construction of various water and non-potable water system facilities, the consultant shall work with BCVWD Staff to support staff in the execution of various tasks performed by the District and/or by others, including such items as necessary services to prepare technical studies, assessments, preliminary design, design review, bid support services, and construction support and management of District upcoming projects as described hereafter. The consultant's services may include the following project management assistance activities in support of the activities listed below:

1. Provide Project Management and coordination with District staff. Prepare and provide project status updates including updates to scope status, schedule and cost.
2. Perform QA/QC.
3. Submit monthly invoices conforming to District requirements.
4. Prepare and perform presentations to District staff, the public and other stakeholders.
5. Prepare and attend project coordination meetings with District staff, and other permitting agencies.
6. Prepare cost estimates and project schedules.
7. Prepare meeting agenda and minutes.

BCVWD's ongoing activities as well as under way and upcoming capital projects and developer projects which may require on-call engineering services and/or plan check services and management service to support BCVWD Staff with execution of said planned and upcoming projects include, as a minimum the following items:

1. New Water Production Wells – BCVWD's wells are enclosed in a structure (well house) – typically masonry block with concrete slab floor which includes liquid sodium hypochlorite chemical tank and an outside engine-generator set on a concrete slab
2. New Pressure Regulating Stations (Potable/non-potable) in a vault or above ground enclosure (screen wall/fenced)
3. New Booster Pumping Stations (Potable/non-potable) usually in a structural enclosure
4. New Water Storage Tanks (Potable and Non-potable) welded steel anchored to a reinforced concrete ring foundation or prestressed concrete
5. New Pipelines (potable/non-potable) ranging in size from 8 to 36 inches in diameter usually 8-10 ft depth to invert



6. New storm water capture facilities and associated piping and appurtenances
7. Renewable energy projects
8. New Operations and Engineering Facilities
9. Other projects and assignments as may be needed by BCVWD

The authorized tasks under this agreement will encompass on-call engineering services necessary to support BCVWD Staff to provide contract administration, preparation of RFPs and bids, planning, design, and construction management support for Operations, Maintenance, Repair, Replacement, and Capital Improvement projects. These tasks will involve various services, including the development of plans, specifications, and bid or quote packages for construction projects. The Firm may also be requested to provide construction support services such as contract management, field inspection, submittal review, and responses to RFIs.

On-Call Plan Checking Services SOQ should include the following components:

- Experience with similar projects to those listed above and ability to perform, including ability to scale in quantity of projects while keeping to schedule (three week return to developer on 1st plan check, and two week return to developer on 2nd and 3rd plan check);
- Relevant qualifications of key personnel and depth of engineering expertise in water and non-potable water system plan checks;
- Familiarity with needs of municipal/governmental agency and ability to tightly integrate with District staff and review process;
- Demonstrated performance in keeping total plan check cycles to an average of three plan checks or less;
- Overall responsiveness to this SOQ.

EXHIBITS

SAMPLE

**EXHIBIT A**

**REFERENCES**

**Proposer shall provide a minimum of three (3) Customer References with two (2) or more years of experience with the Proposer. Local and similar size contract references are preferred.**

**REFERENCE #1**

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**REFERENCE #2**

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**REFERENCE #3**

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**EXHIBIT A (cont.)**

**REFERENCES**

**Proposer shall provide a minimum of three (3) Customer References with two (2) or more years of experience with the Project Manager. Local and similar size contract references are preferred.**

**REFERENCE #4**

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**REFERENCE #5**

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	



**EXHIBIT C**

**PROPOSER'S BUSINESS INFORMATION**

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: \_\_\_\_\_

2. Length of time at current location: \_\_\_\_\_

3. List types and business license number(s): \_\_\_\_\_

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

4. California State Contractor's License number: \_\_\_\_\_

5. Names and titles of all officers of the firm: \_\_\_\_\_

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

6. Is your firm a sole proprietorship doing business under a  
different name? YES  or NO

\_\_\_\_\_

7. If yes, please indicate sole proprietorship name and the name you are doing business  
under: \_\_\_\_\_

\_\_\_\_\_

8. Please indicate your Federal Tax Number: \_\_\_\_\_

9. Is your firm incorporated? YES  or NO

10. Name and remittance address that will appear on invoices: \_\_\_\_\_

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

11. Physical Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D**

**ADDITIONS, DELETIONS AND/OR EXCEPTIONS**

Pleas state any and all Additions, Deletions and Exceptions that your firm is taking to any portion of this RFQ. If not addressed below, then BCVWD assumes that the Consultant will adhere to all terms and conditions listed.

District will issue an Agreement in its standard form to the successful firm(s) for the services contemplated herein; a copy of which is attached hereto, and incorporated herein. Any deletion, exception, or modification taken to District contract terms and conditions will be evaluated, in addition to the specified criteria; and may, itself, result in non-acceptance by the District. Any request for deletion, exception, or modification, if so taken, must be submitted at the time of proposal

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**EXHIBIT E**  
**SAMPLE AGREEMENT**



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Beaumont-Cherry Valley Water District, a California Irrigation District (“District”), and FIRM NAME, a CORPORATION (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**A. RECITALS**

(i) District requires provision of the following professional services: On-Call Engineering Services, all as more fully set forth and described in this Agreement.

(ii) Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on such experience and qualifications.

(iii) The Parties enter this Agreement in order to set forth terms and conditions governing Consultant’s performance of the services described herein.

**B. AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Scope of Services.

a. Consultant shall furnish all labor, materials, equipment, and supplies necessary or incidental to performing the Services set forth in any Task Order (“the Project”) issued by the District in accordance with the Request for Proposals attached hereto as Exhibit “A” – On Call Engineering Services. The standard form for the Task Order is set forth in Exhibit C.

b. Except as otherwise specifically provided in this Agreement, Consultant will provide all administrative, professional, and other personnel necessary to perform such services, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities required for the services, all calculations, and all other means whatsoever to complete the services in the manner and within the time provided in the Task Order.

c. By executing this Agreement and any Task Order, Consultant agrees that consultant has carefully considered the Scope of Services to be performed, carefully considered how the services should be performed, and understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

2. Compensation.

a. Subject to Section 2.b, below, the District shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit “B”, attached hereto.

b. In no event shall the total amount paid for Services rendered by Consultant during the term of this Agreement exceed the sum of \$100,000.00 as set forth in Exhibit “A”. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Unless the Parties have agreed on a one-time flat fee, periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed listing the hours worked and hourly rates for each personnel category, all reimbursable costs, the tasks performed, the percentage of the task completed during the billing period, and cumulative percentage completed for each task associated with a particular Task Order. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

The Parties may agree on additional work to be provided as part of any Task Order. The District General Manager is authorized to approve additional work not exceeding Ten Thousand Dollars (\$10,000.00) [or 10.0% of the contract price] by written memo signed by the parties. Otherwise, an amendment to the Task Order shall be prepared by the District and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed shall be maintained by Consultant and made available for review by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by District.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire at the end of business on **three years from the date of this Agreement**, unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other milestones, schedules and deadlines agreed upon in writing as defined by any Task Order. **Consultant shall endeavor to submit a proposal for a specific Task Order within seven (7) calendar days of the District’s request. Consultant shall commence work within three (3) business days of receiving District’s verbal or written notice to proceed for a specific Task Order.** Consultant represents that it has the

professional and technical personnel required to satisfactorily perform the Services as required by this Agreement, and in accordance with Exhibit “A”. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may agree in writing to extend the term of this Agreement if necessary to complete the Services, or when deemed to be in the District’s best interest.

6. Delays in Performance.

a. Force Majeure. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing Party including, but not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics resulting in “stay at home” or similar binding governmental orders; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Consultant’s lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

b. Should a force majeure event occur, the non-performing Party shall promptly, upon becoming aware of its inability to perform, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. District may, but is not required to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, state and/or local regulatory agencies.

8. Standard of Care.

Consultant’s Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. Assignment and Subcontracting.

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the District, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant is or shall become an employee of District. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from District as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Beaumont business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

b. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of District's employees; and District's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any District uniform, badge, identification number, or other information identifying such individual as an employee of District; and Consultant's personnel shall not use any District e-mail address or District telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of District premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from District, review plans on file at District, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit District locations and/or private property to perform such Services. District may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

c. Consultant shall be responsible for and shall pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by District, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of District, and entitlement to any contribution to be paid by District for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The Parties acknowledge that District is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to District to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause District to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted in writing by District's Risk Manager, Consultant shall not commence work for the District for specific scopes of work or services under duly executed and approved Task Orders under this Agreement until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability.

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage Occurrence Form CG 00 01 or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)
- (7) Contractual Liability with respect to this Agreement
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) Subject to the District's written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

b. Automobile Liability.

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall be endorsed to name the District, its officials, officers, employees, agents and District designated volunteers as additional insureds.

(iv) Subject to the District's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions) (unless waived in writing by the District's risk manager)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required.

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence (any auto) for bodily injury and property damage
Workers' Compensation	In the amount required by California law.
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (Errors and Omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required.

Prior to execution of the Agreement, Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional Insured endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.



(ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a “claims-made” professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best’s rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

i. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

(iii) District may require Consultant to provide for inspection by District, complete copies of all insurance policies in effect for the duration of the Agreement.

(iv) No District elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

(v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to District. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

j. Subcontractor Insurance Requirements.

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold the District, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those District agents serving as independent contractors in the role of District officials (collectively “Indemnitees” in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the District or any of the other Indemnitees.

b. For Design Professional Services. For Consultant’s Services hereunder that include the performance of design professional services by a “design professional” (as defined below), then to the extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold the District and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of

accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Consultant shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed the Consultant's proportionate percentage of fault.

For purposes of this Section 13.b, and in accordance with Civil Code Section 2782.8(c), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

c. The provisions of this Section 13 shall survive the termination of this Agreement.

#### 14. Termination.

a. District has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days' prior, written notice to Consultant. In such event, District shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, District shall pay Consultant for that portion of the Services satisfactorily completed prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by District and Consultant. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement, and shall not be entitled to damages or compensation resulting from termination of this Agreement.

b. Consultant may terminate this Agreement for cause by serving written notice of termination to the District, provided Consultant has first served the District with a written

notice of default and demand to cure, and District has failed to cure such default within thirty (30) days of receipt of such notice.

15. Ownership of Work Product.

a. Except as otherwise provided in Section 14, “Termination”, above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs, electronic data and files, and/or other media whatsoever created or developed by Consultant for the District in the performance of this Agreement (collectively, “Work Product”) shall be considered to be “works made for hire” for the benefit of District. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of District without restriction or limitation upon their use, duplication or dissemination by District upon final payment being made provided that any such use shall be at District’s sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

b. Consultant hereby assigns to District all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the District pursuant to subsection (a), above.

c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant’s default, District shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold District, and the other Indemnitees (as defined in Section 13(a), above) harmless from any and all loss, claim or liability in any way related to a claim that District’s use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by District is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for District the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for District; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

16. Party Representatives.

Consultant hereby designates \_\_\_\_\_, or his or her designee, as Consultant’s Representative for this Agreement, unless and until written notice of a new representative acceptable to District is provided to District. District hereby designates \_\_\_\_\_, or his or her designee, as District’s Representative for this Agreement. The foregoing Representatives shall be authorized to approve non-monetary revisions to this Agreement, provide consent where required herein, and to make other administrative decisions that will be binding on their respective Party, except as otherwise specifically required herein.

17. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Beaumont-Cherry Valley Water District  
P.O. Box 2037  
560 Magnolia Avenue  
Beaumont, CA 92223  
  
Fax: (951) 845 0159  
  
Attention: Dan Jagggers, General Manager

CONSULTANT:

CONSULTANT NAME  
CONSULTANT ADDRESS  
CITY, ZIP  
  
PHONE NUMBER  
  
Attention: PRINCIPAL

and shall be effective upon receipt thereof.

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. Equal Opportunity Employment.

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

20. Entire Agreement.

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit

hereto or document incorporated by reference herein, the provisions of this Agreement, then the District's RFP, if any, shall govern.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and authorized assigns of each Party to this Agreement.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants to provide the Services or similar services to the District.

26. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the District.

27. Governing Law and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. 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. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the District.

28. Attorneys' Fees.

The prevailing Party in any legal action brought for breach or to compel performance, shall be entitled to recover their reasonable attorneys fees and costs.



29. Interest of Subcontractors.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided District with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the District in affirming compliance with this Section.

30. Prohibited Interests.

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

31. Prevailing Wage and Department of Industrial Relations (DIR) Requirements

a. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work. '

b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations. Prevailing wages are required to be paid to all workers, including subcontracted employees.

c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations as outlined in the applicable Prevailing Wage Determination.

When all of the work performed by Consultant is performed by crafts not affected by state labor laws or are not contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.

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

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT

CONSULTANT

By: \_\_\_\_\_  
Dan Jagers  
General Manager

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

Printed Name: \_\_\_\_\_

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

ATTEST:

By: \_\_\_\_\_  
Beaumont-Cherry Valley Water District  
Board Secretary

**Attachments:**

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

Exhibit C – Professional Services Agreement Task Order Template

EXHIBIT A  
Scope of Services

General Scope of Work:

As described in the attached Consultant proposal.

Individual Project Task Order:

Exhibit C (Task Order Template) shall be used between the parties to identify the scope, fee, and terms of each respective Task order executed, which falls within the general terms and conditions set forth herein.

Exhibit A

**EXHIBIT B**

**Schedule of Rates/Payments**

Consultant will invoice District on a monthly cycle, or otherwise as expressly provided in any Task Order. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Consultant will inform District regarding any out-of-scope work being performed by Consultant. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

(Include Consultant's Fee Schedule)

Exhibit B

EXHIBIT C

Professional Services Agreement

Task Order Template

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Beaumont-Cherry Valley Water District

560 Magnolia Avenue, Beaumont, CA 92223

**TASK ORDER**

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Issued Under PROFESSIONAL SERVICES AGREEMENT, THREE-YEAR ON-CALL ENGINEERING SERVICES, dated <>.

Task Order No.: <>

Date: <>

District CIP No.:<>

Consulting Firm: <>

Consulting Firm Project Manager: <>

Project Title: <>

Project Description: <>

Description of Services to be Performed by Consultant under this Task Order:

Consultant will perform the following services:

- <>

Time for Completion of Services to be Performed under this Task Order:

Consultant will complete the services described above within <> consecutive calendar days from the date of receipt of an executed Task Order.

Compensation for Services Completed under this Task Order:

Consultant will be compensated for services completed in the amount not-to-exceed: \$<> (AND WORDS).

Exhibit C

District's Responsibilities for this Task Order:

- <>
- <>

District's Project Manager: <>

Attachment: <Task Order Proposal Name>

Task Order Approvals:

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT

CONSULTANT

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

Mark Swanson

Director of Engineering

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Dan Jagers

General Manager

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

Exhibit C



# FEE SCHEDULE



- CIVIL AND STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

**BCVWD – SCHEDULE OF FEES**  
Effective Date: April 1, 2025 – April 1, 2028

**GENERAL SCOPE OF SERVICES**

Cozad & Fox, Inc. provides services in the fields of civil engineering, structural engineering, and land surveying in accordance with presently accepted professional practices. Cozad & Fox, Inc. does not provide services relating to construction safety and shall be held harmless by the contractor from any liability in this regard. In the event that the client requests termination of work prior to its completion, we reserve the right to complete, at the client's expense, such analysis and records as are considered necessary by us to place our files in order and/or to protect our professional reputation.

**PERSONNEL CHARGES - RATES PER HOUR**

Principal Civil Engineer/Principal Land Surveyor/Structural Engineer.....	\$207.00
Senior Project Engineer/Surveyor.....	\$180.00
Project Engineer/Surveyor.....	\$156.00
Assistant Project Engineer/Surveyor.....	\$143.00
Administrative/Project Coordination.....	\$100.00
Typing, printing.....	\$50.00
Survey - Office Analysis.....	\$185.00
*One Man Survey Crew (Non-Prevailing Wage).....	\$180.00
*One Man Survey Crew (Prevailing Wage).....	\$228.00
Two Man Survey Crew (Non-Prevailing Wage).....	\$238.00
Two Man Survey Crew (Prevailing Wage).....	\$301.00
Extra Survey Crew Support (Traffic control, etc.).....	Estimated by Project.

\* With today's advanced technology, most of our surveys are completed by a One-Man Survey Crew.

**OTHER CHARGES**

Expert Witness - Deposition and/or Court appearance.....	Two times hourly rate
Expert Witness - Research, Case Review and/or Preparation.....	Normal hourly rate
Reimbursable Expenses and Sub Consultants.....	Lump Sum

**NOT TO EXCEED**

Cozad & Fox, Inc. will prepare quotes for individual purchase/task orders. Charges for services will be a "Not to Exceed" fee schedule, unless authorized.

Z:\\_ADMIN\Fee Schedules\BCVWD\BCVWD - 2025.doc

151 South Girard Street • Hemet, CA 92544-4462  
(951) 652-4454 • FAX: (951) 766-8942 • bfox@kbcozad.com



**CONFIDENTIAL****Michael Baker International**  
Fee Schedule

<b>DESCRIPTION</b>	<b>PROPOSED UNIT RATE (per hour)</b>
1. Principal-In-Charge	\$ <u>302.00</u>
2. Project Manager	\$ <u>258.00</u>
3. Electrical Engineer	\$ <u>235.00</u>
4. Structural Engineer	\$ <u>255.00</u>
5. Civil Engineer	\$ <u>225.00</u>
6. Mechanical Engineer	\$ <u>225.00</u>
7. Scientist	\$ <u>143.00</u>
8. Modeler	\$ <u>195.00</u>
9. Technician	\$ <u>136.00</u>
10. Inspector	\$ <u>250.00</u>
11. Surveyor	\$ <u>280.00</u>
12. Administrative Assistant	\$ <u>97.00</u>
13. Other (Specify) <u>Project Engineer</u>	\$ <u>136.00</u>
14. Other (Specify) <u>Sr. CAD Designer / Drafter</u>	\$ <u>172.00</u>
15. Other (Specify) <u>Corrosion Specialist</u>	\$ <u>180.00</u>
16. Other (Specify) <u>2-person Survey Crew</u>	\$ <u>349.00</u>
17. Subconsultant (Specify) _____	\$ _____
18. Subconsultant (Specify) _____	\$ _____
19. Subconsultant (Specify) _____	\$ _____

4 . F . P R O P O S A L R A T E S



**TKE** ENGINEERING, INC.  
**RATE SCHEDULE**  
 2024-2025

	<b>HOURLY RATE</b>
Principal in Charge .....	\$185.00
Project Manager/Construction Manager/Licensed Surveyor.....	\$175.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker.....	\$165.00
Assistant Project Manager/Associate Engineer .....	\$155.00
Assistant Engineer/Plan Checker/Designer .....	\$145.00
AutoCAD Technician.....	\$135.00
Engineering Technician .....	\$105.00
Clerical .....	\$ 90.00
Forensic Engineering .....	\$300.00
Expert Witness Testimony .....	\$400.00
 <b><u>SURVEYING SERVICES</u></b>	
2-Man Survey Crew (Prevailing Wage).....	\$260.00
 <b><u>CONSTRUCTION SERVICES</u></b>	
Senior Construction Inspector (Prevailing Wage) .....	\$135.00
Construction Inspector (Prevailing Wage).....	\$125.00
 <b><u>REIMBURSABLE COSTS</u></b>	
In-house Reproduction .....	Cost
Printing and Materials .....	Cost + 10%
Express Mail/Courier/Next Day Service .....	Cost + 10%
Special Subconsultant Services .....	Cost + 10%

*\*Rates shall be subject to annual 3% escalation fee after the second year.*

Revised June 2024



On-Call Engineering Services

Beaumont-Cherry Valley Water District



## f. Proposal Rates

### Psomas - Rates

#### HOURLY RATES

Effective from January 1, 2025 - December 31, 2028

Civil Engineering Designer/CAD Designer	\$100 - \$175
Engineering Assistant/Intern	\$ 75 - \$110
Project Assistant/Administrative Support	\$100 - \$135
Professional Engineer	\$150 - \$170
Project Engineer/Project Surveyor	\$145 - \$200
Project Manager	\$180 - \$250
Senior Project Engineer/Project Technical Manager	\$160 - \$225
Senior Project Surveyor	\$180 - \$195
Senior Project Manager/ QA/QC Manager/Principal-in-Charge	\$245 - \$295
Staff Surveyor	\$135 - \$165
Survey Project Manager/Survey Technical Manager	\$195 - \$265
Survey CAD Technician	\$115 - \$145
Field Supervisor	\$208 - \$234
One-Man Survey Party	\$250 - \$281
Two-Man Survey Party	\$385 - \$433
Three-Man Survey Party	\$485 - \$546

- ▶ Standard computer and technology costs are incorporated into these hourly rates, as well as direct labor, overhead, fringe benefits and fees.
- ▶ Rates include miscellaneous related costs: vehicles, cell phone, digital camera, and standard tools and equipment. All other direct expenses will be billed at cost.
- ▶ Minimum of four (4) hours will be charged per field crew deployment. Prevailing wage will be paid on all projects where staff are providing services.
- ▶ A shift which commences after 2: 00 pm or before 4:00 am, during any 24-hour period, commencing at 12:01 am is subject to a 12.5 percent differential.
- ▶ Survey and other specialty equipment will be charged at a per unit per day rate.
- ▶ Expert witness testimony is two times the normal rate.
- ▶ Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

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#### REIMBURSABLES

Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, outside subconsultants and other direct expenses will be charged at cost plus ten percent.



**RICHARD C. SLADE & ASSOCIATES LLC**  
**CONSULTING GROUNDWATER GEOLOGISTS**

**SCHEDULE OF CHARGES**  
Psomas for BCVWD Contract  
March 2025 – December 2028

<b>Professional Services</b>	<b>Hourly Rates</b>
Principal Groundwater Geologist	\$308.00
Senior Groundwater Geologist	\$260.00
Staff Groundwater Geologist	\$225.00
Field Groundwater Geologist	\$153.00
Administrative/Clerical	\$115.00
<b>Field Equipment Charges</b>	
Pressure Transducers (water level & barometric pressure monitoring during pumping tests)	\$ 50.00/wk.
Electric Tape Water Level Probe	\$ 25.00/day
Field Water Quality Probe (T, pH, EC)	\$ 50.00/day

**Litigation, Depositions and Testimony**

Depositions and trial testimony are charged at twice the hourly rate (4-hour minimum/day).

**Travel Time and Mileage**

Travel time for meetings and/or to job sites will be charged at our standard hourly rates. Mileage is charged at the current IRS rate.

**Administrative Fee**

In-house costs for phone, e-mail, fax, regular postage, printing, copying, binding, and records retention, unless otherwise provided for in our project proposal Scope of Services, will be charged an Administrative Fee of total project labor charges multiplied by 2.5%.

**Outside Services**

Any services and materials not ordinarily furnished by RCS, including subcontracted services (i.e., water quality laboratory testing), delivery services, reproduction and printing, etc., are billed at cost + 15%. Reproduction costs for large format printing, and/or high volume reproduction and binding of hard copy reports performed in-house by RCS staff, will be billed at rates similar to comparable outside services.

**Conditions**

Invoices are issued at our option on a monthly basis or when the work is completed. A service charge of 1½% will be payable on any amount not paid within 30 days. Any attorney fees or other costs incurred in collecting delinquent charges shall be paid by the client.

Client will furnish rights-of-way to land as required for field visits and field operations, such as sampling or testing of water wells.



SPEC Services, Inc.  
 10540 Talbert Ave., Suite 100 East  
 Fountain Valley, CA 92708  
 714.963.8077 Fax 714.963.0364  
 www.specservices.com

**RATE SCHEDULE**

**LABOR RATES:**

**Design & Document Production**

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>	<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>
Design Drafter 1	\$84.00	Designer 4	\$171.00
Design Drafter 2	\$98.00	Designer 5	\$186.00
Designer 1	\$116.00	Designer 6	\$198.00
Designer 2	\$133.00	Project Administrative Assistant	\$98.00
Designer 3	\$153.00	Project Accountant	\$108.00

**Engineering & Project Management**

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>	<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>
Engineer 1	\$136.00	Procurement Agent 1	\$108.00
Engineer 2	\$167.00	Procurement Agent 2	\$141.00
Engineer 3	\$194.00	Procurement Agent 3	\$175.00
Engineer 4	\$222.00	Project Coordinator	\$168.00
Engineer 5	\$248.00	Project Controls Specialist 1	\$136.00
Project Manager 1	\$194.00	Project Controls Specialist 2	\$167.00
Project Manager 2	\$222.00	Project Controls Specialist 3	\$194.00
Project Manager 3	\$248.00	Project Controls Specialist 4	\$218.00

**Survey & Field Services**

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>	<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>
Survey Technician	\$110.00	1-Person Survey Crew*	\$182.00
Party Chief	\$157.00	2-Person Survey Crew*	\$292.00
Survey Manager	\$218.00	3-Person Survey Crew*	\$402.00

\*Includes survey equipment rate

A 30% premium on labor rates will be charged on labor for client authorized overtime, emergency or priority work. This premium will not be charged without prior approval of the client.

**EQUIPMENT RATES:**

Survey Equipment	\$ 25.00 per hour
Laser Scanning Equipment	\$150.00 per hour
Drone Equipment	\$300.00 per day
In-House Aerial Imagery	\$500.00 Standard Access Fee
Computer Assisted Design/Drafting System	\$ 10.00 per hour
Caesar Piping Stress Analysis System	\$ 10.00 per hour
PLC Programming Software	\$ 10.00 per hour
SYNERGI Stoner Pipeline Hydraulic Simulation	\$ 30.00 per hour
AspenTech Suite	\$ 30.00 per hour
ETAP & SKM Electrical Analysis Software	\$ 10.00 per hour
ArcGIS Mapping Software	\$ 20.00 per hour
Pipeflo Hydraulic Simulation Software	\$ 30.00 per hour
ArcFlash Label Software	\$ 10.00 per label
Procore Software	as quoted per project

**IN-HOUSE REPRODUCTION AND PLOTTING:**

Size	Photo Copies		B&W Plots	Color Plots	
	B&W	Color	Bond	Bond	High Gloss
8.5"x11"	\$ 0.08	\$ 0.70	\$ 0.30	\$ 4.00	\$ 8.00
11"x17"	\$ 0.08	\$ 1.50	\$ 0.60	\$ 5.00	\$ 10.00
24"x36"			\$ 3.50	\$ 10.00	\$ 20.00
36"x48"			\$ 6.50	\$ 20.00	\$ 35.00

**OTHER EXPENSES:**

Automobile Expenses: Per Current IRS Rates

All other direct project expenses, including but not limited to travel and living expenses, postage and freight, subcontract services and materials, will be charged at cost plus 10%.

**AGENCY PERSONNEL:**

Staffing agency personnel will be billed the same as direct employees in accordance with the Labor Rates contained herein.

**PAYMENT TERMS:**

Monthly invoices, net 30 days

**ANNUAL RATE ADJUSTMENTS:**

Labor Rates shall be adjusted on January 1<sup>st</sup> each year based upon the percentage change in the Employment Cost Index (ECI): Series Title: Total compensation for Private industry workers in West, 12-month percent change [Series:CIU201000000240A-non seasonally adjusted].

Rev. 23A



## Arcon Structural Engineers, Inc. - Rates



### 2025 to 2027 STANDARD SCHEDULE OF FEES

Principal Structural Engineer:	\$ 250.00 per hour
Associated Structural/Bridge Engineer:	\$ 210.00 per hour
Project Architect:	\$ 210.00 per hour
Project Engineer:	\$ 200.00 per hour
Design Engineer:	\$ 163.00 per hour
Engineering Technician:	\$ 136.00 per hour
CAD Designer/Drafter:	\$ 136.00 per hour
Clerical:	\$ 70.00 per hour
 <u>Reimbursable Expenses:</u>	
Plotting:	\$ 15.00 per vellum/bond \$ 30.00 per mylar
Large Format Printing:	\$ 3.00 each (additional bond prints)
Photocopies:	\$ 0.10 each
Other reproduction & Courier:	At cost
Travel: Private Vehicle Mileage:	\$ 0.75 per mile
Per Diem:	\$ 80.00 per day
Other Travel Reimbursables:	At cost



**2025-2028 SCHEDULE OF CHARGES  
BCVWD ON-CALL**

**PROFESSIONAL SERVICES**

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Document Preparation and Project Services	\$ 110.00/hour
CAD/GIS Design Engineer	\$ 132.00/hour
Staff Engineer or Geologist	\$ 175.00/hour
Senior Staff Engineer or Geologist	\$ 192.00/hour
Project Engineer or Geologist	\$ 215.00/hour
Senior Engineer or Geologist	\$ 255.00/hour
Associate Engineer or Geologist	\$ 272.00/hour
Principal/Director	\$ 295.00/hour

**FIELD INSPECTION & TESTING SERVICES**

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Staff Engineering Technician	\$ 110.00/hour*
• Services provided under direct supervision of a Senior Engineering Technician	
Senior Engineering Technician	\$ 130.00/hour*
• Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.	
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
Registered Special Inspector ( <i>No 4-hour minimum</i> )	\$ 130.00/hour*
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
• Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing	
Instrumentation Engineer	\$ 175.00/hour
• Slope inclinometer and Piezometer monitoring	
• Manometer for floor-level surveys	
• Stormwater turbidity & pH meter	
• Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc.	
• Pipeline video camera for drains, wells, etc.	
Engineering Seismological Technician (includes 3-channel seismograph)	\$ 175.00/hour
• Blast vibration monitoring	
• Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)	

**\*Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply, except for night work.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Prevailing Wage projects, additional hourly surcharge for Field Personnel per CA Labor Code §1720, et seq. Add \$ 39.00/hour

**LABORATORY TESTING SERVICES**

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Laboratory Testing	\$ 142.00/hour
<i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i>	

**OTHER CHARGES**

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Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost





2025 - 2029 HOURLY RATE SCHEDULE

Attachment A

Classification	2025	2026	2027	2028	2029
Principal	\$ 295.00	\$ 300.00	\$ 305.00	\$ 310.00	\$ 315.00
Certified Irrigation Designer / Auditor	\$ 195.00	\$ 200.00	\$ 205.00	\$ 210.00	\$ 215.00
Senior Project Manager / Landscape Architect	\$ 195.00	\$ 200.00	\$ 205.00	\$ 210.00	\$ 215.00
Project Manager / Landscape Architect	\$ 190.00	\$ 195.00	\$ 200.00	\$ 205.00	\$ 210.00
Design Staff II	\$ 130.00	\$ 135.00	\$ 140.00	\$ 145.00	\$ 150.00
Design Staff I	\$ 115.00	\$ 120.00	\$ 125.00	\$ 130.00	\$ 135.00
Administrative Staff	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00	\$ 125.00

Reimbursable expenses related to the project, whether for in-house, consultant or client use will be billed at 1.15 times direct cost. Such expenses include, but are not necessarily limited to:

- CAD plotting of check sets and presentation drawings
- Outside service scanning, printing, copying of drawings and documents of any size.
- In-house project related printing / copying (black/white and color), including draft and final reports, specifications, and drawings.
- Postage, delivery, and messenger service (prior client approval)
- Renderings, physical and digital scale models and animations.
- Videos, web services, opinion surveys.
- Travel expenses, including mileage, tolls, lodging and meals.
- Presentation boards.
- Software purchase and licensure on behalf of the client.

**Hourly Billing Rates will be updated no more than once a year from the date of executed agreement.**

## T2 Utility Engineers - Rates

<b>T2 Utility Engineers Rate Schedule - 2025 - 2027</b>					
<b>Subsurface Utility Engineering Services</b>					
<b>Services</b>	<b>Bill Rate</b>	<b>Overtime</b>	<b>Prevailing Wage</b>	<b>Prevailing Wage OT</b>	<b>Unit</b>
Pothole - Unit Price	\$795.00	\$905.00	\$925.00	\$1,150.00	per hole
Pothole Exceeding 7 feet in Depth	\$105.00	\$125.00	\$130.00	\$165.00	per foot
Vacuum Excavation Truck, Crew and Equipment	\$345.00	\$410.00	\$465.00	\$525.00	per hour
Utility Designating & Investigation Underground	\$1.05	\$1.25	\$1.45	\$1.65	per foot
Utility Designating 2 Man Crew and Equipment	\$275.00	\$350.00	\$375.00	\$445.00	per hour
Utility Designating 1 Man Crew and Equipment	\$195.00	\$220.00	\$245.00	\$270.00	per hour
Concrete / Asphalt Coring, Slurry Backfilling	\$165.00	\$205.00	\$215.00	\$240.00	per hour
USA / Designating Paint Removal - Powerwashing	\$1,800.00	\$2,100.00	\$2,200.00	\$2,600.00	per day
Survey - 2 Man Crew and Equipment	\$275.00	\$305.00	\$450.00	\$495.00	per hour
Survey - 1 Man Crew and Equipment	\$175.00	\$200.00	\$260.00	\$285.00	per hour
Project Director	\$245.00	N/A	N/A	N/A	per hour
Senior Project Manager	\$215.00	N/A	N/A	N/A	per hour
Project Engineer	\$190.00	N/A	N/A	N/A	per hour
Project Surveyor	\$185.00	N/A	N/A	N/A	per hour
Project Manager	\$150.00	N/A	N/A	N/A	per hour
SUE Manager	\$145.00	N/A	N/A	N/A	per hour
Assistant Project Manager	\$125.00	N/A	N/A	N/A	per hour
CADD Supervisor	\$125.00	N/A	N/A	N/A	per hour
SUE Supervisor	\$105.00	\$157.50	\$130.00	\$175.00	per hour
SUE Technician III	\$90.00	\$135.00	\$130.00	\$175.00	per hour
SUE Technician II	\$80.00	\$120.00	\$130.00	\$175.00	per hour
SUE Technician I	\$70.00	\$105.00	\$130.00	\$175.00	per hour
CADD Technician	\$90.00	\$127.50	N/A	N/A	per hour
Administrative Support	\$90.00	\$112.50	N/A	N/A	per hour
<b>Expenses</b>					
Encroachment and Traffic Permits	cost plus 10%				
Traffic Control Plans - Engineer Stamped	\$800 per sheet				
Subcontractors - Asphalt, Traffic Control, Ect.	cost plus 10%				
Miscellaneous Expenses	cost plus 10%				

# C. Proposal Rates

## Fee Schedule

**CLASSIFICATION**

<b><u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u></b>	<b>Rates \$/Hour</b>
Principal II.....	312.00
Principal I .....	298.00
Senior III .....	280.00
Senior II .....	267.00
Senior I .....	258.00
Associate III .....	240.00
Associate II .....	229.00
Associate I .....	217.00
Assistant V .....	196.00
Assistant IV .....	176.00
Assistant III .....	163.00
Assistant II .....	147.00
Assistant I .....	130.00
 <b><u>Survey Services</u></b>	
2-Person Survey Party.....	326.00
1-Person Survey Party .....	234.00
 <b><u>Inspection Services</u></b>	
Construction Manager II .....	280.00
Construction Manager I .....	200.00
Inspector (Non-Prevailing Wage) .....	141.00
Inspector Overtime (Non-Prevailing Wage) .....	190.00
Inspector (Prevailing Wage) .....	152.00
Inspector Overtime (Prevailing Wage).....	200.00
 <b><u>Administrative Services</u></b>	
Project Coordinator .....	141.00
Administrative Assistant III .....	120.00
Administrative Assistant II .....	107.00
Administrative Assistant I .....	85.00
 <b><u>Other Direct Expenses</u></b>	
Incidental Charges .....	Cost + 15%
Postage .....	Cost
Subcontracted Services .....	Cost + 15%
Special Consultant.....	385.00
Survey/Inspection Per Diem .....	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour .....	36.00
In-House Delivery 1/2 Hour up to 1 Hour .....	70.00
In-House Delivery Over 1 Hour up to 2 Hours.....	130.00
In-House Delivery Over 2 Hours .....	185.00
Survey/Inspection Vehicle .....	0.81/Mile
Mileage .....	0.72/Mile





# HILLTOP GEOTECHNICAL, INC.

## 2025 SCHEDULE OF FEES

### PERSONNEL CHARGES

Drafting .....	\$78.00/hr.
Certified Payroll .....	\$75.00/week
Word Processing/Clerical .....	\$78.00/hr.
Senior Engineer/Geologist .....	\$230.00/hr.
Project Engineer/Geologist Registered.....	\$200.00/hr.
Staff Engineer/Geologist Non-Registered .....	\$160.00/hr.
Engineer/Geologist Technician .....	\$100.00/hr.
Project Manager .....	\$150.00/hr.
Supervisor.....	\$145.00/hr.
Prevailing Wage - Inspector ICC *, **,*** .....	\$130.00/hr.
Prevailing Wage - Field Technician*,*** .....	\$130.00/hr.
Prevailing Wage - ACI Technician-Concrete*,*** .....	\$130.00/hr.
ICC Special Inspector ** .....	\$100.00/hr.
Engineering Field Technician (Soils and Materials) .....	\$100.00/hr.

\*Prevailing Wage California Labor code § 1720, et seq.

\*Prevailing Wage subject to Increase on July 1<sup>st</sup> to reflect DIR Rates.

\*\* Non-Destructive Ultra Sonic Testing surcharge \$12.00/hr.

\*\*\* Department of Industrial Relations, Registration No.: 100011968. Valid Through June 2024

### LABORATORY TESTING FEES\*\*\*\*

#### SOIL TESTING

Chloride Test, .....	\$115.00/ea.
Chunk Density & Moisture .....	\$30.00/ea.
Consolidation Testing	
a) Consolidation - full.....	\$225.00/ea.
b) Consolidation - Remold .....	\$68.00/ea.
c) Consolidation - Single Point .....	\$105.00/ea.
Corrosion Analysis Test (Ph Redox, Resistivity) .....	\$195.00/ea.
Direct Shear Testing	
a) Direct Shear - In-Situ (3 Point) .....	\$300.00/ea.
b) Direct Shear - Remold (3 Point) .....	\$350.00/ea.
Expansion Index Test .....	\$175.00/ea.
Compaction Curves	
4-inch mold (ASTM D1557, Method A or B 4" Mold) .....	\$250.00/ea.
6-inch mold (ASTM D1557, Method C 6" Mold) .....	\$250.00/ea.
Cal Trans 216 .....	\$250.00/ea.
Moisture Content Test .....	\$30.00/ea.
Organic Content Test .....	\$40.00/ea.
Permeability Test .....	Quote
Atterberg Limits Test .....	\$160.00/ea.
Resistance Value Test (R-value) .....	\$375.00/ea.
Resistivity .....	\$115.00/ea.

## 2025 SCHEDULE OF FEES

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Ring Moisture & Density Test .....	\$33.00/ea.
Sand Equivalent Test .....	\$125.00/ea.
Sieve Analysis Test - (Hydrometer) .....	\$225.00/ea.
Sieve Analysis Test - (Full) .....	\$160.00/ea.
Sieve Analysis Test - (-200) .....	\$120.00/ea.
Sulfate Test .....	\$85.00/ea.

### CONCRETE / MASONRY TESTING

Cylinder Compression Test .....	\$45.00/ea.
Cylinder Core, Charge.....	\$40.00/ea.
Cylinder Trim or Capping Charge .....	\$15.00/ea.
Grout/Mortar Compression Test .....	\$45.00/ea.
Masonry Prism Test .....	\$235.00/ea.
Length Change Test, Hardened Hydraulic-Cement Mortar and Concrete ASTM C157 .....	\$800.00/ea.

### ASPHALT TESTING

Asphalt Content - Ignition Oven Premixed AC Sample (CT382).....	\$225.00/ea.
Asphalt Content / Gradation - Ignition Oven Premixed AC Sample (CT202, CT382) .....	\$280.00/ea.
Hveem Specific Gravity / Stability Value, Premixed AC Sample (CT308, CT366) .....	\$280.00/ea.
Hveem Stability Value - Premixed AC Sample (CT366) .....	\$200.00/ea.
Hveem Specific Gravity / Stability Value (Rubberized Asphalt) Premixed AC Sample (CT308, CT366) .....	\$275.00/ea.
Hveem Stability Value (Rubberized Asphalt) Premixed AC Sample (CT366) .....	\$275.00/ea.
Specific Gravity of Hveem or Core Sample -Uncoated (CT308) .....	\$90.00/ea.
Specific Gravity of Hveem or Core Sample -Coated (CT308) .....	\$115.00/ea.
Determination of Correction Factor for Specific Mix Design .....	\$300.00/ea.

### AGGREGATE TESTING

Specific Gravity and Absorption - Coarse Aggregate (ASTM C127) .....	\$140.00/ea.
Specific Gravity and Absorption - Fine Aggregate (ASTM C128) .....	\$200.00/ea.
Sodium or Magnesium Sulfate Soundness Fine or Coarse Aggregate (ASTM C88), per fraction .....	\$235.00/ea.
Los Angeles Abrasion - Small Size Coarse Aggregate (ASTM C131) .....	\$275.00/ea.
Los Angeles Abrasion - Large Size Coarse Aggregate (ASTM C535) .....	\$300.00/ea.
Durability Index Fine or Coarse Aggregate (Calif 229).....	\$400.00/ea.
Potential Reactivity of Aggregate - Chemical Method (ASTM C289) .....	\$440.00/ea.

# 2025 SCHEDULE OF FEES

## LABORATORY TESTING FEES, (continued)

Petrographic Examination Fine to Coarse	
Method (ASTM C295) each (Plus Thin-Sections).....	\$2,100.00/ea.
Gradation of Aggregates (ASTM C136) (Calif 202)	
Fine Aggregate Dry Sieve .....	\$125.00/ea.
Fine Aggregate Washed Sieve .....	\$150.00/ea.
Coarse Aggregate Dry sieve .....	\$150.00/ea.
Coarse Aggregate Washed Sieve .....	\$165.00/ea.
Combined Aggregate Dry Sieve .....	\$175.00/ea.
Combined Aggregate Washed sieve .....	\$230.00/ea.
Material Finer than #200 Sieve (ASTM C117).....	\$125.00/ea.
Sand Equivalent Test (ASTM D2419) (Calif 217).....	\$130.00/ea.
Flat and Elongated Particles (ASTM D4791) .....	\$225.00/ea.
Clay Lumps and Friable Particles (ASTM C142) .....	\$125.00/ea.
Lightweight Particles (ASTM C123)	
Coat / Lignite (sp gr = 2.00).....	\$115.00/ea.
Chert (sp gr = -2.4) .....	\$120.00/ea.
Organic Impurities in Fine Aggregate (ASTM C40).....	\$100.00/ea.
Cleanness Value (Calif 227) .....	\$200.00/ea.
Unit Weight / Calculated Voids (Fine / Coarse / Mixed Aggregates ) (ASTM C29) .....	\$175.00/ea.
Resistance Value Test (R-Value) (Calif 301)	
Aggregate Base Material. ....	\$350.00/ea.
Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method) (ASTM C227). ....	Quote
Potential Volume Charge of Cement-Aggregate Combination (ASTM C342).....	Quote
Potential Reactivity Rock Cylinder Method (ASTM C586).....	Quote
Length Change Due to Alkali-Carbonate Reactivity (ASTM C1105) .....	Quote
Potential Reactivity Mortar Bar (ASTM C1260).....	Quote
Potential Expansion of Aggregates from Hydration (ASTM D4792).....	Quote
Aggregate Sampling, Staff Geologist / Engineer (Portal to Portal), per hour .....	\$160.00/hr.
Shipping.....	Cost Plus 20%

\*\*\*\*1.5X Surcharge on rush turn-around for laboratory testing.

## EQUIPMENT USAGE/RENTAL CHARGES

Core Drilling Bit Wear Charge. ....	\$10.00/core
Pachometer Reinforcement Locator .....	\$50.00/day

# 2025 SCHEDULE OF FEES

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## MINIMUM CHARGES

Engineering Technician .....	4 hours
ICC Special Inspector .....	4 hours
All Inspection Beyond 4 hours .....	8 hours
Show Up and No Testing or Inspection .....	2 hours
Cancellation of Work After 3:00 pm or same day .....	2 hours
Expedite of Scheduling After 3:00 pm or same day .....	1.5 x hr. rate

## SHIFT DIFFERENTIAL

Second Shift (2PM-12PM) .....	12.50/hr.
Third Shift (10PM-8AM) .....	18.00/hr.

## MILEAGE/TOLL ROAD FEES

Vehicle Mileage.....	\$0.85/mile
Toll Road Charges .....	Invoiced at Cost, plus 20%

## OVERTIME

Overtime at the rate of 1.5 times the applicable hourly rate will be charged for any time more than 8 hours and less than 12 hours in any one day, Monday through Friday, and time before 6:00 a.m. or after 6:00 p.m. and for Saturday work up to 8 hours. Work performed in excess of 12 hours on Monday through Friday, in excess of 8 hours on Saturday, and all work on Sundays or Company recognized Holidays will be charged at 2.0 times the applicable hourly rate.

## COMPANY RECOGNIZED HOLIDAYS

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veteran's Day	

## WET SIGNED HARD COPY REPORTS

Reports will be charged at the rate of 60¢ per sheet copied, plus the cost of plan production.

## OUTSIDE SERVICES

Professional services, equipment, or tests not provided by **Hilltop Geotechnical, Inc.** and any unusual items of expense not customarily incurred in our normal operations will be charged at cost plus 15 percent.



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 7**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Selection of Consultant(s) for On-Call Geotechnical and Environmental Services and authorization of expenditures

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**Staff Recommendation**

Authorize the General Manager to execute a Professional Services Agreement for up to three (3) geotechnical consulting firms and up to three (3) environmental consulting firms to provide on-call geotechnical and environmental services related to District projects for a total not to exceed amount of **\$3,150,000.00**.

**Executive Summary**

The District has several projects identified within the 2025 – 2029 Capital Improvement Budget (CIB) which are in need of replacement and/or construction. District staff solicited a Request for Qualifications (RFQ) for geotechnical and environmental services on February 7, 2025. The District received eight (8) proposals from interested geotechnical consultants and seven (7) proposals from interested environmental consultants. District staff recommends executing a Professional Services Agreement (PSA) with three (3) consultants for geotechnical services: **Converse Consultants, Hilltop Geotechnical, Inc., and TGR Geotechnical, Inc.** District staff recommends executing a Professional Services Agreement with three (3) consultants for environmental services: **Albert A Webb Associates, CASC Engineering & Consulting, Inc., and Michael Baker International.**

**Background**

At the March 27, 2025, Engineering Workshop, the Board of Directors considered the selection of consultants for On-Call Geotechnical and Environmental Services and authorization of expenditures. At the Engineering Workshop, the Board of Directors requested that District staff provide the On-Call Geotechnical and Environmental Services RFQ and the consultant fees being considered. The On-Call Geotechnical and Environmental Services RFQ and consultant fees have been included via attachments in this Staff Report.

The District adopted the 2025 – 2029 Capital Improvement Budget (CIB) in December 2024 (see Attachment 1), which identified capital expenditures for this five (5) year period. Many of the projects identified within the CIB may require support from geotechnical and environmental consulting firms with District engineering staff oversight. On February 7, 2025, the District released an RFQ regarding on-call geotechnical and environmental services to facilitate the District's needs as they relate to District Capital Improvement Projects (CIP) and other District projects. District staff desires to issue up to three (3) On-Call Geotechnical Services Professional Services Agreements and up to three (3) On-Call Environmental Services Professional Services Agreements to qualified firms to facilitate the ongoing and upcoming CIP projects. Task Orders will later be issued for project specific assignments. The PSAs will be issued to the selected firm(s)





for a 3-year term. The selected geotechnical consultant(s) may be required to provide the following (but not limited to) geotechnical services:

- Geologic Investigation and Mapping
- Subsurface Investigations
- Site Conditions Evaluations
- In-Situ Testing
- Laboratory Testing
- Recommendations Based Upon Site Conditions
- Construction Inspection Services
- Additional Reporting and Coordination

The selected environmental consultant(s) may be required to provide the following (but not limited to) environmental services:

- Complete an environmental Initial Study
- Develop Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report
- Send out all notices to respective regulatory agencies
- Send out notices for public hearings
- Consult with other agencies (SWRCB, Native American Tribal Organizations, etc.)
- Conduct biological and botanical resources surveys
- Prepare mitigation plans
- Perform mitigation monitoring requirements

On March 5, 2025, the District received proposals in response to the On-Call Geotechnical and Environmental Services RFQ. The following list identifies the fifteen (15) consulting firms who responded to the solicitation (listed alphabetically):

1. Geotechnical
  - a. Converse Consultants
  - b. Geocon West, Inc.
  - c. Hilltop Geotechnical, Inc.
  - d. Inland Foundation Engineering, Inc.
  - e. Koury Engineering & Testing, Inc.
  - f. Terracon Consultants, Inc.
  - g. TGR Geotechnical, Inc.
  - h. Verdantas
2. Environmental
  - a. Albert A Webb Associates
  - b. CASC Engineering & Consulting, Inc.
  - c. Dudek
  - d. Hilltop Geotechnical, Inc.
  - e. Michael Baker International
  - f. Terracon Consultants, Inc.
  - g. UltraSystems Environmental, Inc.



Each proposal was evaluated individually by three (3) separate District staff members based on the following criteria:

- Past performance and qualifications of the firm on similar projects
- Familiarity with the District’s geographic region and the aquifer(s) within the region
- Ability to complete the project within the proposed time frame
- The proposed project approach, scope, manner, and thoroughness in which it is presented in the proposal
- Firm’s experience, staff availability, stability, financial responsibility, and past performance on similar projects

District staff reviewed and evaluated the submitted geotechnical proposals, and the review and selection process identified **Converse Consultants, Hilltop Geotechnical, Inc., and TGR Geotechnical, Inc.** as the highest-ranking geotechnical proposals. The proposal review process included scoring of the technical merits of each proposal (80% weight in overall score) and fee proposal (20% weight in overall score).

Scores from each of the eight (8) firms are summarized in Table 1, below. The “Technical Score” in the table represents the average of the scores assigned by reviewers. The “Fee Proposal” represented the average of the scores assigned by reviewers regarding the rates provided by the consultants. The “Weighted Score” shown in Table 1 was calculated using Equations (1) and (2) below.

$$(1) \left( \frac{\text{Proposal Technical Score}}{\text{Highest Proposal Technical Score}} \right) \times (\text{Technical Score Weight})$$

$$(2) \left( \frac{\text{Lowest Service Cost Total}}{\text{Service Cost Total}} \right) \times (\text{Service Cost Weight})$$

**Table 1 – Geotechnical Consultant Weighted Scores**

Consultant <sup>1</sup>	Technical Weighted Score (Max 80%)	Fee Proposal Weighted Score (Max 20%)	Total Weighted Score
Converse Consultants	80%	18%	98%
Geocon West, Inc.	74%	20%	94%
Hilltop Geotechnical, Inc.	76%	19%	95%
Inland Foundation Engineering, Inc.	73%	19%	92%
Koury Engineering & Testing, Inc.	72%	19%	91%
Terracon Consultants, Inc.	76%	17%	93%
TGR Geotechnical, Inc.	77%	19%	96%
Verdantas	73%	16%	89%

1. The consultants have been listed alphabetically.



District staff recommends the Board of Directors authorize the General Manager to execute a Professional Services Agreement with each of the three (3) geotechnical consultants: **Converse Consultants, Hilltop Geotechnical, Inc., and TGR Geotechnical, Inc.** for a term of three (3) years.

District staff reviewed and evaluated the submitted environmental proposals, and the review and selection process identified **Albert A Webb Associates, CASC Engineering & Consulting, Inc., and Michael Baker International** as the highest-ranking environmental proposals. The proposal review process included scoring of the technical merits of each proposal (80% weight in overall score) and fee proposal (20% weight in overall score).

Scores from each of the seven (7) firms are summarized in Table 2, below. The “Technical Score” in the table represents the average of the scores assigned by reviewers. The “Fee Proposal” represented the average of the scores assigned by reviewers regarding the rates provided by the consultants. The “Weighted Score” shown in Table 2 was calculated using Equations (1) and (2) above.

**Table 2 – Environmental Consultant Weighted Scores**

Consultant <sup>1</sup>	Technical Weighted Score (Max 80%)	Fee Proposal Weighted Score (Max 20%)	Total Weighted Score
Albert A Webb Associates	80%	12%	92%
CASC Engineering & Consulting, Inc.	78%	14%	92%
Dudek	78%	12%	90%
Hilltop Geotechnical, Inc.	51%	20%	71%
Michael Baker International	75%	17%	92%
Terracon Consultants, Inc.	74%	16%	90%
UltraSystems Environmental, Inc.	74%	16%	90%

1. The consultants have been listed alphabetically.

District staff recommends the Board of Directors authorize the General Manager to execute a Professional Services Agreement with each of the three (3) environmental consultants: **Albert A Webb Associates, CASC Engineering & Consulting, Inc., and Michael Baker International** for a term of three (3) years.

**Fiscal Impact**

Upon identifying a capital improvement project with a need for geotechnical and/or environmental services, it is anticipated that District staff will request a proposal from one or more of the contracted consultants with a Task Order executed between the District and selected consultant which is most capable of meeting the District’s needs at the time of service. The majority of the District projects are identified in the District’s CIP (see Attachment 1), which is funded by Capital Replacement Reserves or Capital Expansion Reserves (collected Capacity Charges). Where projects are identified in the District’s CIP, geotechnical and environmental services have been estimated and budgeted for as a soft cost. District staff intends to bring on-call geotechnical and



environmental task orders forward to the Board of Directors with an estimated budget, including the cost for said services, for consideration.

District staff requests Board approval for a not to exceed amount of **\$1,350,000.00** for geotechnical services (consisting of a not-to-exceed amount of \$450,000.00 for each geotechnical PSA) and a not to exceed amount of **\$1,800,000.00** for environmental services (consisting of a not-to-exceed amount of \$600,000.00 for each environmental PSA). This not-to-exceed amount will consist of expenses paid by District CIP projects (replacement and/or expansion).

The total fiscal impact is not to exceed **\$3,150,000.00**.

### **Attachments**

1. 2025 – 2029 Capital Improvement Budget, Appendix C
2. Request for Qualifications for On-Call Services for Geotechnical and Environmental Consulting Services
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Staff Report prepared by Evan Ward, Associate Civil Engineer I

# Attachment 1

## Beaumont-Cherry Valley Water District Appendix C 2025-2029 Capital Improvement Budget Detail



Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
<b>Potable Infrastructure Projects</b>									
EOC-001	(1)	2020	BCVWD EOC Staffing and Space Requirements	5,000,000	2,000,000	5,000,000	-	-	12,000,000
DPX-001	(2)	2020	Disaster Preparedness Equipment	100,000	293,800	230,400	-	-	624,200
WR-SITES-Reser	(3)	2017	Investment in Sites Reservoir Project	519,600	866,100	1,039,300	1,385,700	1,732,100	5,542,800
	(3)	2020	2023 Capacity Charge Study	-	-	-	-	-	-
	(2)	2019	Climate Control for High Horsepower Electrical Buildings	60,300	-	-	-	-	60,300
	(2)	2019	Arc Flash Study & Improvement Project	-	80,300	-	-	-	80,300
	(2)	2017	Chlorination Retrofit At Misc. Wells (6 Well Sites)	25,900	20,300	64,300	-	-	110,500
M-0000-0002		2027	New 2650 Zone Well_0001	-	-	2,604,500	895,800	5,742,200	9,242,500
BP-2750-0001	(4)	2023	2750 Zone to 2850 Zone Booster Pump Station	-	-	3,621,300	-	-	4,492,000
M-2750-0001		2017	2850/2750 Pressure Reducing Station & Piping (Cherry Reservoir)	65,100	-	-	-	-	65,100
TM-2750-0001	(5)	2022	Cherry Reservoir 1 & 2 Exterior Recoat and Retrofit	1,074,400	-	-	-	-	1,074,400
	(5)	2017	Replacement for Well 2	1,352,900	2,809,200	3,030,900	-	-	7,193,000
W-2750-0002	(4)	2017	2750 Zone Well in Noble Creek Recharge Facility Phase I (NCRF)	1,500,000	3,445,600	3,712,400	-	-	8,658,000
W-2750-0005	(5)	2017	Replace 2750 Zone Well 1	736,600	2,031,300	2,183,900	-	-	4,951,800
		2026	Well 3 Landscape Improvements and Block Wall	-	-	100,000	-	-	100,000
W-2750-0009		2026	Cherry Yard Landscape Improvements and Block Wall	-	200,000	-	-	-	200,000
BP-2850-0001	(4)	2023	2850 Zone to 3040 Zone Booster Pump Station_0001	1,827,700	2,886,900	-	-	-	4,714,600
TM-2850-0001	(5)	2022	Vineland 1 Exterior Recoat and Retrofit	310,200	-	-	-	-	310,200
W-2850-0001	(4)	2023	New Beaumont Basin Well on Pardee Sundance Site	-	-	2,164,700	3,384,800	3,668,900	9,218,400
W-2850-0002		2029	New Beaumont Basin Well Near Brookside Elementary School	-	-	2,170,400	3,393,600	3,678,500	9,242,500
WT-2850-0001		2029	Well Head Treatment Plant Well 25 Cr VI	-	2,000,100	2,127,300	-	-	4,127,400
BP-3040-0001	(2)	2023	3040 to 3330 Booster Pump Station at Noble Tank_0001	-	-	-	2,854,400	-	2,854,400
M-3040-0002	(2)	2017	Noble Booster Pump and Motor(Spare Pump & Motor)	-	-	-	-	-	-
T-3040-0001 Tank	(5)	2017	2 MG 3040 Zone Tank_0001	4,250,500	-	-	-	-	4,250,500
T-3040-0001 PZ Pipeline	(5)	2017	Pressure Zone Pipeline	1,333,800	-	-	-	-	1,333,800
TM-3040-0001		2022	Highland Springs Reservoir Recoat & Retrofit	-	-	127,400	-	-	127,400
TM-3330-0001	(5)	2022	Lower Edgar Reservoir Recoat & Retrofit	-	281,900	881,400	-	-	1,163,300
BP-3620-0001		2029	3620 Zone to 3900 Zone Booster Pump Station	-	-	-	-	85,000	85,000
PR-3620-0001	(2)	2022	3620 to 3330 Fisher Pressure Regulator_0001	-	-	-	-	219,000	219,000
PR-3620-0002		2022	3620 to 3330 Fisher Pressure Regulator_0002	-	-	-	-	77,400	77,400
BP-HS-0001		2026	Add 3rd Booster Pump and Fire Pump at HS Hydro Pneumatic	-	-	-	-	322,100	322,100
WR		2027	Improvements to Eighth St., Cherry and Starlight Basins	-	-	-	761,700	810,100	1,571,800
WR		2027	Marshall Creek Stormwater Capture	-	-	-	99,900	106,200	206,100
WR		2027	Beaumont Ave and Brookside Ave Stormwater Metering	-	-	-	99,900	119,500	219,400
WR	(6)	2017	Grand Avenue Storm Drain (MDP Line 16)	-	-	-	-	-	-
<b>Total Potable Infrastructure Projects</b>				<b>18,157,000</b>	<b>17,786,200</b>	<b>28,930,800</b>	<b>13,003,200</b>	<b>16,959,400</b>	<b>94,836,600</b>
<b>Potable Pipeline Replacements</b>									
P-2750-0013		2029	Elm Ave. - 8th to 12th - Replace Existing 10" Distribution Main	-	-	-	-	224,600	224,600
P-2750-0024		2026	Olive, 4th to s/o 3rd. Replacing existing 4" Steel Waterline	-	62,800	251,400	-	-	314,200
P-2750-0025		2025	Maple Ave., 1st St to 3rd St	-	-	74,900	299,500	-	374,400
P-2750-0037		2027	Maple Ave., 6th to 7th; 7th, Maple Ave. to Palm Ave. Replacing existing 6" ACP waterline in 7th Street. Includes reconnecting services from alley to new waterline in Maple	-	-	69,700	278,700	-	348,400



**Beaumont-Cherry Valley Water District  
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Engineering Project #	Project Begin Year	Footnotes	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
P-2750-0038	2027		Maple Ave., 5th to 6th. Includes reconnecting services to new waterline in Maple Ave and existing waterline in Palm Ave. 2" in alley to remain in service until waterline in orange constructed (P-2750-0040)	-	-	43,300	173,300	-	216,600
P-2750-0039	2026		5th St. & Michigan Ave.- Manifold Line to Serve Home Cluster at 490 Michigan. New 8" Pipeline from End of Autozone to southern end of Massachusetts	-	-	-	41,200	165,000	206,200
P-2750-0041	2025		Euclid Ave., 6th to 8th. Tie over existing services in alleys (between Edgar/Euclid and Euclid/Beaumont Ave)	-	-	100,200	400,600	-	500,800
P-2750-0042	2026		Edgar Ave., 5th to 6th. Tie over existing services in alleys (between Edgar Ave/California and Edgar Ave/Euclid)	-	36,500	145,900	-	-	182,400
P-2750-0043	2026		Edgar Ave., 6th to 8th. Tie in existing services in alleys (between California/Edgar and Edgar/Euclid)	-	102,500	410,000	-	-	512,500
P-2750-0044	2028		Alley North of 6th St., from California Ave. to Exist. 10" at Alley w/o Beaumont Ave.	-	-	-	92,200	369,000	461,200
P-2750-0045	2028		7th St., California Ave. to Beaumont Ave.	-	-	-	71,000	283,900	354,900
P-2750-0046	2026		9th St, Elm Ave. to Euclid Ave.	-	-	70,900	283,800	-	354,700
P-2750-0047	2026		9th St., Beaumont Ave. to Palm Ave.	-	-	70,900	283,800	-	354,700
P-2750-0048	2026		9th St., Palm Ave. to Pennsylvania Ave.	-	-	70,900	283,800	-	354,700
P-2750-0049	2029		10th St., Palm Ave. to Michigan Ave.	-	-	-	-	47,200	47,200
P-2750-0050	2028		Orange Ave., 8th St to 10th st. Includes tie-ins of existing services in alley on west side of Orange.	-	-	-	77,000	307,900	384,900
P-2750-0051	2028		Orange Ave., 10th St. to 11th St. Includes relocation of existing services to new waterline.	-	-	-	30,700	122,700	153,400
P-2750-0052	2028		Magnolia Ave., 10th St. to 11th St. Includes relocation of existing services to new waterline.	-	-	-	46,100	184,600	230,700
P-2750-0053	2026		Euclid Ave., 10th St. to 11th St. Includes relocation of existing services to new waterline.	-	-	53,900	215,500	-	269,400
P-2750-0054	2027		Edgar Ave., 8th St. to 10th St. Includes relocation of existing services to new waterline.	-	102,100	408,400	-	-	510,500
P-2750-0055	2027		Edgar Ave, 10th St. to 11th St. Includes relocation of services from ally to new waterline.	-	51,900	207,800	-	-	259,700
P-2750-0056	(5) 2024		11th Street, Beaumont Avenue to Elm Avenue Magnolia Ave., 7th to 8th (end of existing 6" in Magnolia Ave to 8th St). Includes relocation existing services to new waterline in Magnolia Avenue and Existing Waterline in Orange Avenue.	1,854,300	-	-	-	-	1,854,300
P-2750-0057	2029	(7)	Wellwood Ave., B St north to end. Replacing existing 2" steel waterline	-	-	-	-	44,000	44,000
P-2750-0058	2026		Wellwood Ave., 10th to 12th. Includes relocation of existing services in alleys to new waterline.	-	-	11,400	45,500	-	56,900
P-2750-0059	2027		Edgar Ave, 11th to 12th, and Merry Ln from Edgar to end of cul-de-sac	-	-	164,400	657,400	-	821,800
P-2750-0060	2029		Orange Ave., 11th to Oak Valley Pkwy	-	116,800	467,400	-	-	584,200
P-2750-0066	(2) 2024		Egan Ave.-Wellwood Ave. Alley, 5th to 8th St	107,600	430,300	-	-	369,900	369,900
P-2750-0067	(2) 2024		Elm Ave.-Wellwood Ave. Alley, 7th St. to 5th St.	43,100	172,200	-	-	-	537,900
P-2750-0068	(2) 2024		Elm Ave., 6th to 7th	24,600	98,300	-	-	-	215,300
P-2750-0069	2024		Egan Ave-California Ave. Alley, 5th to 7th	323,600	-	-	-	-	122,900
P-2750-0070	2026		Twelfth St., Michigan Ave. to Pennsylvania Ave. Replacing existing 4" steel waterline	-	-	-	-	77,900	77,900



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Engineering Project #	Project Begin Year	Footnotes	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
P-2750-0071	2028		Oak Valley Pkwy, Elm Ave. to Michigan Ave. Replace existing 10" waterline with 16" and convert 10" waterline to 2850 PZ.	-	-	-	170,300	681,000	851,300
P-2750-0095	2024	(4)	American Avenue, 6th Street to 8th Street	460,400	-	-	-	-	460,400
P-2750-0098	2026	(7)	2023-2024 Service Lateral Replacement Project	-	389,900	-	-	-	389,900
P-2570-0099	2024	(2)	Orange Avenue, 6th Street to 8th Street	140,100	560,200	-	-	-	700,300
S-2750-0001	2025	(2)	Service Replacements - Elm Alley & Wellwood Alley - 8th Street to 10th Street	299,700	-	-	-	-	299,700
S-2750-0002	2026		Service Replacements - California & Edgar Alley - 8th to 9th and 10th to 11th	-	309,400	-	-	-	309,400
S-2750-0003	2026		Service Replacements - Euclid Avenue - 8th Street to 10th Street	-	-	222,400	-	-	222,400
S-2750-0004	2026		Existing 8" AC Main in Michigan.	-	-	-	309,200	-	309,200
P-2850-0009	2029		Brookside Ave., Nancy Ave. to end of existing 16-in. Replacing existing 8" ACP	-	-	-	-	74,300	74,300
P-3040-0004	2028		From Vineland St, south along Acadia Ln, west to 38834 CVB, south to CVB	-	-	-	24,800	99,200	124,000
P-3040-0005	2029		From CVB, Ralph Rd to end of Cul-de-sac., east to APN 405-060-013, north to Orchard St.	-	-	-	-	22,200	22,200
P-3040-0006	2027		Lincoln St. Noble St. to Cherry Ave	-	-	-	-	85,300	85,300
P-3040-0007	2027		Lincoln St. Cherry Ave to Jonathan Ave	-	-	-	-	86,200	86,200
P-3040-0008	2028		Lincoln St. Jonathan Ave to Winesap Ave	-	-	-	-	75,700	75,700
P-3040-0010	2026		Jonathan Ave., Brookside Ave. to Dutton St.	-	-	-	336,900	1,347,600	1,684,500
P-3040-0020	2029		Martin Ln, Lincoln St. to Grand Ave.	-	-	-	-	61,100	61,100
P-3040-0021	2024	(2)	Lincoln St., Noble St. to West end	84,100	336,200	-	-	-	420,300
P-3040-0022	2029		Friendship Dr., Vineland St. to End of unpaved road	-	-	-	-	34,400	34,400
P-3040-0023	2024	(8)	Bing Pl	158,900	-	-	-	-	158,900
P-3040-0024	2024	(8)	Lambert Pl	158,900	-	-	-	-	158,900
P-3040-0025	2024	(8)	Star Ln, Sky Ln, and View Dr to end of cul-de-sac	712,700	-	-	-	-	712,700
P-3040-0026	2024	(8)	Utica Way, Vineland St to View Dr.	505,700	-	-	-	-	505,700
P-3040-0028	2029		Lincoln Ave, from Winesap to Bellflower Ave	-	-	-	-	69,900	69,900
P-3150-0005	2029		Dutton St., Cherry Ave. to Bellflower Ave. Replace existing 6" and 4" steel waterlines.	-	-	-	-	265,400	265,400
P-3150-0006	2029		South of line from Bridges to Dutton, along Intl Park Rd	-	-	-	-	33,100	33,100
P-3150-0008	2029		In Cherry Ave, from Dutton south to 10252 Cherry Ave (dead-end)	-	-	-	-	38,900	38,900
P-3330-0002	2028		In Ave San Timoteo, from end of 12-in (approx 9490 Ave San Timoteo) south to Ave. Sonrisa	-	-	-	296,100	1,184,500	1,480,600
P-3330-0003	2024	(8)	In Ave. Sonrisa, Ave San Timoteo to Ave. Miravilla. Replacing 6" and 4" waterlines	1,252,000	-	-	-	-	1,252,000
P-3330-0005	2029		Ave. Miravilla, from Lilac Ln 8-in (connect to P-3330-0001) south to existing 6" line (approximately at south end of 9320 Avenida Miravilla)	-	-	-	-	162,700	162,700
P-3330-0007	2024	(2)	From Avenida Sonrisa, north to Avenida Miravilla through Alley	95,000	380,200	-	-	-	475,200
P-3330-0008	2026		From south end of P-3330-0005, south to 9584 Avenida Miravilla	-	-	-	-	150,900	150,900
P-3620-0001	2024	(5)	"B" Line Upper Edgar 12" to upper end of 20" DIP and from lower end 20" DIP to Balance line and Balance Line in Edgar Canyon	888,900	-	-	-	-	888,900
P-3620-0002	2025		"A" Line split north of Apple Tree Lane Tract (At or near Aprn 401-030-003) to Meter "A"	-	-	-	-	-	-
P-3620-0003	2026		Lower Edgar Tank	-	-	-	490,200	1,961,000	2,451,200
P-3620-0004	2027		"A" Line - Lower Edgar to split north of Apple Tree Lane Tract Oak Glen Rd., from Appletree Lane south to 4" at creek crossing (approx at APN 401-080-011)	-	-	-	-	313,200	313,200
P-3620-0004	2027			-	-	-	207,100	828,300	1,035,400



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Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
P-3620-0009	(8)	2024	Ave. Miravilla, End of proposed 12-in (P-3620-0008) south to end of existing blowoff (near S property line of 8940 Avenida Miravilla)	250,000	-	-	-	-	250,000
P-3620-0010		2028	In Whispering Pines from northern end of P-3620-0012 south to Avenida Miravilla. (Approx at south end of 9150 Whispering Pines Rd)	-	-	-	-	87,100	87,100
P-3620-0016		2025	Replace existing 4" line within parcel (Hoffman Property)	34,200	124,600	-	-	-	158,800
			<b>Total Potable Pipeline Replacements</b>	<b>7,393,800</b>	<b>3,273,900</b>	<b>2,843,800</b>	<b>5,114,700</b>	<b>9,858,700</b>	<b>28,484,900</b>
			<b>IT Network Infrastructure Projects</b>						
IT-NETW-0006	(2)	Ongoing	Workstation Replacement project	30,400	31,300	32,300	33,400	34,400	161,800
IT-NETW-0011	(2)	Ongoing	Server Room Uninterrupted Power Source	-	-	71,800	-	-	71,800
IT-NETW-0013	(2)	Ongoing	Servers and Related Equipment (4 per year, 3 year life, \$15K per server)	79,500	82,100	84,700	87,400	90,100	423,800
IT-NETW-0014		2025	Network Infrastructure and Equipment (Network Switches, Firewall Appliances, SAN Storage, Tape/Backup Storage, Power Capacity)	-	-	119,900	-	-	119,900
			<b>Total IT Network Infrastructure Projects</b>	<b>109,900</b>	<b>113,400</b>	<b>308,700</b>	<b>120,800</b>	<b>124,500</b>	<b>777,300</b>
			<b>IT SCADA/AMR Infrastructure Projects</b>						
IT-SCAD-0001	(9)	2023	SCADA Improvement Project	849,200	-	-	-	-	849,200
IT-SCAD-0002	(9)	N/A	Wonderware SCADA Phase 2 Project	-	-	-	-	-	-
IT-SCAD-0003	(9)	N/A	Wonderware SCADA Phase 3 Project	-	-	-	-	-	-
IT-SCAD-0007	(2)	2024	Back-End SCADA Software and Equipment	30,000	270,000	84,700	87,400	90,100	562,200
IT-SCAD-0008	(10)	2025	Current / Retro Telemetry CIP	1,200,000	123,800	127,800	131,800	136,000	639,400
IT-AMR-0001	(11)	2019	AMR / AMI Deployment Project	1,500,000	-	-	-	-	1,500,000
IT-AMR-0002		Ongoing	New Development Meters	475,500	475,500	475,500	475,500	475,500	2,377,500
			<b>Total IT SCADA/AMR Infrastructure Projects</b>	<b>2,974,700</b>	<b>869,300</b>	<b>688,000</b>	<b>694,700</b>	<b>701,600</b>	<b>5,928,300</b>
			<b>IT/Field Operations/Administration Projects</b>						
IT-ADMIN-0001	(2)	2017	Digitized Fileroom Project	88,100	-	-	-	-	88,100
IT-ADMIN-0002	(10)	2025	560 Magnolia AC/Heating System Replacements	72,000	42,000	54,100	52,300	-	220,400
			<b>Total IT Field Operations/Administration Projects</b>	<b>160,100</b>	<b>42,000</b>	<b>54,100</b>	<b>52,300</b>	<b>-</b>	<b>308,500</b>
			<b>Vehicles &amp; Equipment</b>						
VE-TRUK-0002	(12)	2025	2018 Ford F150 Reg Cab (Oct, 2017) Unit #34 Replacement	28,100	-	-	-	-	28,100
VE-TRUK-0003		2026	2018 Ford F-150 Reg Cab (Sept, 2018) Unit #35 Replacement	-	33,400	-	-	-	33,400
VE-TRUK-0004	(12)	2025	2018 Ford F250 Reg Cab 4 X 4 (Aug, 2017) Unit #33 Replacement	42,600	-	-	-	-	42,600
VE-TRUK-0005	(12)	2026	2018 Ford F250 Reg Cab 4 X 4 (Aug, 2017) Unit #32 Replacement	49,100	-	-	-	-	49,100
VE-TRUK-0006		2026	2018 Ford F-150 Reg Cab (Sept, 2018) Unit #36 Replacement	-	33,400	-	-	-	33,400
VE-TRUK-0007		2026	2018 Ford F-150 Reg Cab (Sept, 2018) Unit #37 Replacement	-	33,400	-	-	-	33,400
VE-TRUK-0008		2027	2019 Ford F-250 Super Duty (Dec, 2019) Unit #41 Replacement	-	-	41,600	-	-	41,600
VE-TRUK-0009		2027	2019 Ford F-250 Super Duty (Dec, 2019) Unit #42 Replacement	-	-	41,400	-	-	41,400
VE-TRUK-0010		2026	2018 Ford F-250 Super Cab XL 4x4 (Oct, 2018) Unit #38 Replacement	-	56,000	-	-	-	56,000
VE-TRUK-0011		2027	2019 Ford F-150 Super Duty (Dec, 2019) Unit #40 Replacement	-	-	56,100	-	-	56,100
VE-TRUK-0015	(5)(12)	2023	GIS / Muck Truck (Freightliner Diesel) (May, 2004) Unit #8 Replacement	207,300	-	-	-	-	207,300
VE-TRUK-0019		2027	2010 Ford Explorer (Jan, 2011) Unit #1 Replacement	-	-	47,700	-	-	47,700
VE-TRUK-0020		2025	2007 F-550 Dump Truck (Apr, 2009) Unit #12 Replacement	-	-	-	-	-	-
VE-TRUK-0021	(5)(12)	2024	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000
VE-TRUK-0022	(5)(12)	2024	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000





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Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
VE-TRUK-0023	(5)(12)	2024	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000
VE-TRUK-0024	(5)(12)	2024	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000
VE-TRUK-0025	(5)(12)	2024	NEW 3/4 Ton Utility Truck	80,000	-	-	-	-	80,000
VE-HEAV-0003		2027	Loader 938G	-	-	400,900	-	-	400,900
VE-HEAV-0004		2027	Skip Loader with Box Gannon attachment	-	-	-	226,700	-	226,700
VE-HEAV-0005		2025	Water Truck	154,800	-	-	-	-	154,800
VE-HEAV-0006		2026	Skidsteer tractor with attachments	-	-	-	283,300	-	283,300
VE-HEAV-0007		2028	D-5 Dozer Dual Slope	-	-	-	547,400	-	547,400
VE-EQP-0002		2026	Ingersoll Rand Air Compressor (Dec, 2008)	-	-	-	-	-	-
VE-EQP-0003		2028	Water Buffalo (Feb, 2018)	-	-	-	8,500	-	8,500
VE-EQP-0004		2027	400W Light Tower w/Generator (Dec, 2017)	-	-	27,400	-	-	27,400
VE-EQP-0005		2024	NEW 400W Light Tower w/Generator	-	-	-	-	-	-
			<b>Total Vehicles &amp; Equipment</b>	<b>881,900</b>	<b>156,200</b>	<b>615,100</b>	<b>1,065,900</b>	<b>-</b>	<b>2,719,100</b>
			<b>Non-Potable Infrastructure Projects</b>						
NEO-0000-0001		2019	Recycled Water Conversion and Implementation	-	759,900	-	-	-	759,900
NW-2400-0001		2028	San Timoteo Creek Non-Potable Water Extraction Well	-	-	-	-	1,252,400	1,252,400
NT-2400-0001		2023	100,000 Gallon 2400 PZ Non-Potable Tank	60,000	65,800	207,800	-	-	333,600
NR-2600-0001		2027	2600 Zone Non-Potable Regulation and Metering Station_0001	-	-	-	-	132,300	132,300
NR-2600-0002		2023	2600 Zone Non-Potable Regulation and Metering Station_0002	116,800	284,800	-	-	-	401,600
NBP-2600-0001		2024	Non-Potable Booster Pump Station at CoB Wastewater Treatment Plant	-	1,022,300	2,493,600	-	-	3,515,900
NBP-2600-0002		2024	Non-Potable Booster Pump Station at CoB Wastewater Treatment Plant Expansion	-	188,900	460,900	-	-	649,800
NR-2800-0001		2023	2800 Zone Non-Potable Regulation and Metering Station_0001	40,000	426,300	454,600	-	-	920,900
NR-2800-0002		2023	2800 Zone Non-Potable Regulation and Metering Station_0002	40,000	426,300	454,600	-	-	920,900
NT-2800-0001		2023	2 MG 2800 PZ Non-Potable Tank	250,000	2,017,000	538,300	-	-	4,560,800
NBP-2800-0001		2026	2800 Zone Non-potable Booster Pump Station at the Noble Creek Recharge Facilities	-	-	635,200	-	250,000	885,200
			<b>Total Non-Potable Infrastructure Projects</b>	<b>506,800</b>	<b>5,191,300</b>	<b>4,609,800</b>	<b>2,390,700</b>	<b>1,634,700</b>	<b>14,333,300</b>
			<b>Non-Potable Pipeline Projects</b>						
NP-2600-0001		2023	Oak Valley Parkway, from westerly end of existing 24" waterline, west to the existing City of Beaumont Lift station/Tukwet Canyon Golf Course maintenance yard.	840,900	-	-	-	-	840,900
NP-2600-0002		2023	Oak Valley Parkway, from the west end of NP-2600-0001, west to the existing 16" waterline in Tukwet canyon Parkway.	1,770,400	-	-	-	-	1,770,400
NP-2600-0004		2025	Drive, from the northwest end of NP-2600-0003 (future Park Site) to NP-2600-0001 at the 2400 Zone Tank Site.	463,200	-	493,200	-	-	956,400
NP-2600-0005		2026	From the NR-2800-0004, along Cherry Valley Blvd west to I-10 freeway.	-	-	-	3,169,700	-	3,169,700
NP-2600-0006		2027	From the end of NP-2600-0005, west across the bridge along Cherry Valley Blvd crossing I-10 freeway	-	-	-	-	1,962,300	1,962,300
NP-2600-0009		2025	Along the future alignment of Potrero Blvd, from 4th Street south to NP-2600-0008.	-	-	1,413,200	-	-	1,413,200
NP-2800-0001		2024	In Beaumont Summit Station (Formerly Sunny Cal Egg Ranch), Cherry Valley Blvd to Brookside Ave	-	1,818,700	-	-	-	1,818,700
NP-2800-0002		2027	California Ave., 1st Street south to Hwy 79	-	-	-	-	1,566,400	1,566,400
NP-2800-0006		2024	In CoB WWTP site, from 2600 to 2800 Zone Booster Pump (NP8 2600-0001) to 4th St.	-	648,300	-	-	-	648,300



**Beaumont-Cherry Valley Water District  
Appendix C  
2025-2029 Capital Improvement Budget Detail**

Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	2029 Budget Request	5-Year Budget Total
NP-2800-0007		2024	1st St. from Commerce Way east to Highland Springs Ave	-	827,000	-	-	-	827,000
NP-2800-0008		2024	Highland Springs Ave, 2nd St to 1st St.	-	386,900	-	-	-	386,900
NP-2800-0009		2027	Within Palm Ave, Crossing 6th Street to connect existing waterlines	-	-	-	-	151,100	151,100
NP-2800-0010		2027	Noble Cr. Meadows, Cougar Way to Oak Valley Pkwy	-	-	-	-	395,200	395,200
NP-2800-0012		2027	Oak Valley Pkwy, from Oak View Dr. east to 750 ft w/o Elm Ave.	-	-	-	-	833,200	833,200
NP-2800-0016		2025	7th Street from Veille Ave southwest to California Ave	-	-	532,100	-	-	532,100
NP-2800-0017		2025	Along Oak Valley Pkwy from Palm Ave to Cherry Ave	-	-	720,000	-	-	720,000
NP-2800-0020		2025	Along 4th Street from Veille Ave to Rangel Park	-	-	307,400	-	-	307,400
NP-3000-0001		2025	At the NCRF Phase II Site, from NT-2800-0001 south to Lincoln Street.	-	-	328,700	-	-	328,700
NP-3000-0002		2026	In Lincoln Street, from NCRF Phase II Site east to Bellflower Avenue.	-	-	-	2,131,700	-	2,131,700
			<b>Total Non-Potable Pipeline Projects</b>	<b>3,074,500</b>	<b>3,680,900</b>	<b>3,794,600</b>	<b>4,908,200</b>	<b>4,908,200</b>	<b>20,759,600</b>
			<b>Total Capital Improvement Program</b>	<b>\$ 33,258,700</b>	<b>\$ 31,113,200</b>	<b>\$ 41,844,900</b>	<b>\$ 27,743,700</b>	<b>\$ 34,187,100</b>	<b>\$ 168,147,600</b>
			Capacity Charges	8,491,500	13,050,100	19,757,800	19,225,900	20,805,500	81,330,800
			Cap. Repl. Res.	19,517,500	16,678,200	20,058,500	8,042,300	10,859,500	75,156,000
			Developer	2,897,200	1,384,900	2,028,600	475,500	2,522,100	9,308,300
			Other	2,352,500	-	-	-	-	2,352,500
			<b>Total Capital Improvement Program by Funding Source</b>	<b>\$ 33,258,700</b>	<b>\$ 31,113,200</b>	<b>\$ 41,844,900</b>	<b>\$ 27,743,700</b>	<b>\$ 34,187,100</b>	<b>\$ 168,147,600</b>

**Footnotes**

- (1) Project was originally identified in 2020 CIB. Total Budgeted cost was updated for 2024 Water Rate Study and represents a two-phased approach. Phase I could be structured in a manner where the "warehouse" (shell) would be constructed first, allowing for many of the staff to occupy it, for an estimated cost of \$13,617,825, including the purchase of land. Phase II could be structured so that the estimated remaining cost of \$19,318,925 could be deferred longer than this schedule provides for. Project was begun in prior year(s) or approved by Board to begin, ongoing, with inflationary costs added. Moved to operating expense in 2024.
- (2) Initial staff planning costs incurred in 2024, project mostly carried over into future year(s), with inflationary costs added.
- (3) Ongoing project. Contract for either design, engineering, or construction has been or is anticipated to be signed by end of 2024, or project may be completed (or purchase made) by end of 2024. Project not complete as of August 31, 2024.
- (4) 10% of project remaining for monitoring equipment and pond slide gates.
- (5) Pipeline projects now shown separately are identified in the 2024-2028 Capital Improvement Budget as 2023-2024 Service Replacements/Wellwood Ave., B St north to end of 2024. Pipeline projects now shown separately are identified in the 2024-2028 Capital Improvement Budget as 20-21 Replacement Waterlines.
- (6) Project is ongoing, all have been reconciled as one project.
- (7) New project (purchase) identified for 2025.
- (8) Grant funding for this project has been exhausted, remaining cost for AMI phase.
- (9) The District is considering a 5-year Master Lease Agreement for fleet purchase and maintenance with Enterprise. The annual outlay for the Lease is expected to be similar to the traditional fleet purchase employed by the District on an average annual basis over time.
- (10)
- (11)
- (12)

Attachment 2

REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
ON CALL SERVICES FOR  
GEOTECHNICAL AND ENVIRONMENTAL  
CONSULTING SERVICES

February 7, 2025



Beaumont-Cherry Valley Water District  
Attn: Mark Swanson, P.E.  
560 Magnolia Avenue  
Beaumont, CA 92223  
[Mark.swanson@bcvwd.gov](mailto:Mark.swanson@bcvwd.gov)



**ATTENTION: CONTRACTORS AND SUBCONTRACTORS**  
**MANDATORY REQUIREMENT for**  
**DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

**Contractors and subcontractors are required to be registered with the Department of Industrial Relations in order to 1) submit a bid or be listed on a bid for a public works project, or 2) work on a public works project awarded on or after April 1, 2015.**

**Application Process**

Registration with DIR costs \$400 and covers the fiscal year (July 1–June 30th). Credit card payments can be processed within 24 hours, while other forms of payment may delay registration for up to eight weeks.

- **Activate or renew your contractor registration**
  - [Instructions for completing the contractor registration and renewal application](#)
  - [Contractor registration training video](#)
  
- [Frequently Asked Questions](#)

*Who is required to register?* Any Contractor or Subcontractor who bids on or performs work that requires the payment of prevailing wages under state law must be registered with DIR. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

To be eligible Contractors and Subcontractors must:

- Be in good legal standing with no outstanding judgments or liens owed to workers or to the State of California.
- Not be [debarred from doing public works](#) by the United States Department of Labor or any state that has public works debarment laws.
- Have a California Contractors State License if one is required (non-construction contractors must provide their professional license number if one exists for their profession).

To learn more about Public Works Contractor Registration, please read the [Public Works Reforms \(SB 854\) fact sheet](#) and the [frequently asked questions](#). If you have additional questions about contractor registration, please [contact DIR](#) for assistance.

## NOTICE INVITING STATEMENTS OF QUALIFICATIONS

NOTICE IS HEREBY GIVEN that Statements of Qualifications (SOQ or Proposal) will be received from qualified firms for On-Call Geotechnical and Environmental Services.

Responses to this Request for Qualifications (RFQ) will be accepted until March 5, 2025 at 3:00 pm SOQs received after this date/time will not be considered and will be considered nonresponsive and will not be evaluated. It is the responsibility of the submitter to ensure that any SOQs submitted have sufficient time to be received by the Beaumont-Cherry Valley Water District (BCVWD or District) prior to this SOQ due date and time.

SOQs shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

"SEALED STATEMENT OF QUALIFICATIONS FOR  
ON-CALL GEOTECHNICAL AND ENVIROMENTAL SERVICES

DO NOT OPEN WITH REGULAR MAIL."

Beaumont-Cherry Valley Water District

Attn: Mark Swanson, P.E.

560 Magnolia Avenue

Beaumont, CA 92223

SOQs shall be mailed, hand delivered, or sent by courier service.

All notifications, updates and addenda will be posted on the District's "Current Solicitations" page at [http://www.bcvwd.gov/current\\_solicitations.html](http://www.bcvwd.gov/current_solicitations.html). Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

**LETTER OF INTENT (Required):** Interested firms shall submit a Letter of Intent of their pending proposal to the noted Project Manager by the required date as shown on the cover page of this RFQ. Letters shall be delivered via certified mail or email. The purpose of the Letter of Intent is to provide point of contact information between the District Project Manager and the proposing firm. Interested firms will not be considered and will be considered nonresponsive and will not be evaluated unless a Letter of Intent has been submitted pursuant to the requirements described in this section.

BCVWD's regular office hours are 8 a.m. to 5 p.m., Monday – Thursday.

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**BEAUMONT-CHERRY VALLEY  
WATER DISTRICT  
REQUEST FOR QUALIFICATIONS  
ON-CALL GEOTECHNICAL AND ENVIROMENTAL  
ENGINEERING SERVICES**

**NOTICE TO SUBMITTERS / SUBMITTAL INSTRUCTIONS**

1. **DUE DATE AND TIME:** Proposals for this On-Call Geotechnical and Environmental Services RFQ, as described herein, will be received by the Engineering Department at the District until date and time shown on “Notice of Inviting Statements of Qualifications.” Unless otherwise specified, proposals submitted by any other method such as fax or e-mail will be disqualified. Any changes to this RFQ are invalid unless specifically modified by District and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the District’s copy shall prevail. It is the Proposer’s sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received by the District at the stated time and place. Any Proposal received after the scheduled closing time for receipt of SOQs will not be considered and will remain unopened.
  - a. It is the Proposer’s sole responsibility to ensure that their proposal, inclusive of any or all addenda, is submitted to the proper place and at the proper time. Proposers are encouraged to not wait until the deadline to submit proposals, as system-related difficulties and/or questions may arise. Any proposal received after the scheduled closing time for receipt of proposals will not be considered. To assure consideration, all proposals shall include specified Exhibits and additional submittals to address all evaluation criteria. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.
2. **Note:** Submittals are sealed and cannot be viewed by BCVWD until the closing date and time. **Proposals may be withdrawn.** If you need to withdraw your proposal , you may do so contacting the District any time before the proposal deadline.

## SECTION I – INTRODUCTION AND OVERVIEW

### A. General Overview of BCVWD:

The District provides potable and non-potable water service to over 22,000 connections within City of Beaumont and the Community of Cherry Valley in Riverside County. The current population served by the District is about 66,841. The service area covers about 28 square miles (sq. mi.); the Sphere of Influence (SOI) or ultimate service area is about 37.5 sq. mi. BCVWD provides on average about 12,000 acre-ft/year (AFY) of potable water and about 1,500 AFY of non-potable water which is currently supplemented by the potable water system. BCVWD relies exclusively on groundwater from 24 wells, supplemented by recharged, imported State Project Water (SPW) from the San Geronio Pass Water Agency. The imported water is spread at BCVWD's Groundwater Recharge Facility. BCVWD serves potable water through eight major and three smaller pressure zones; there are 15 tanks serving these pressure zones. The non-potable water system is planned for up to four pressure zones.

The District adopted the 2017-2026 Ten Year Capital Improvement Plan (CIP) in March 2017 (subsequently updated in 2018), which is a fiscal planning tool used to identify the future capital needs of the District, as well as identify the timing and method of financing said capital needs. These projects will be funded from various sources. Some of these projects will be performed "in-house" with BCVWD staff; many will be designed by consulting engineering firms retained by BCVWD based on a separate Request for Proposal (RFP) process.

It is BCVWD's intent to issue On-Call Service Agreements to multiple qualified firms; Task Orders will be issued for specific project assignments.

### B. Purpose of Request for Qualifications

The District is issuing this Request for Qualifications (RFQ) to short list qualified firms to perform on-call geotechnical and environmental related services based on the District's needs. BCVWD is looking for firms that are experienced with the local conditions, flexible, offer a range of geotechnical and environmental consulting services, and, above all, are responsive. BCVWD desires firms that are able to staff the project quickly and start work immediately upon receipt of an executed Task Order. The District will select consultant firms based on their qualified expertise to perform engineering geotechnical and environmental design services. Upon final selection, a short list will be established and an Agreement will be issued to the selected firm for a three (3)-year period. Each qualified firm would still be required to submit a proposal for each project and, if accepted, a Task Order will be issued under the Agreement detailing the specifics of each project. **Note: Each Task Order issued under the On-Call Geotechnical and Environmental Services Agreement will be in an amount determined based on anticipated Project Scope, and will be considered based on the proposals provided by each consultant on the District's short list for each project.**

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on Exhibit D and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process.



It is the intent of the District to receive responses to the RFQ and, if appropriate, conduct individual interviews in order to select a firm which, in the opinion of the District, is best suited to perform the work. The purpose of this RFQ, therefore, is to provide the District with the information necessary in order to select a firm. Following receipt of proposals the District may, at its discretion, elect to shortlist a select few to participate in the interview stage of the selection process.

It is the intent of the District to rotate the Task Orders among the short list of qualified firms over the duration of the On-Call Service Agreement. Rotation will be based on work assigned, cost, and consultant availability.

**C. RFQ Specific Dates**

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of these On-Call contracts. Please note the following key dates when preparing your response to this RFQ.

**Table 1 – RFQ Specific Dates**

Description	Date
Release of RFQ to Consultants	February 7, 2025
Deadline for Written Questions Regarding RFQ	February 19, 2025
Responses to Written Questions Regarding RFQ	February 26, 2025
Notice of Intent to Bid (Required)	February 26, 2025
<b>SOQ Due Date</b>	<b>March 5, 2025</b>
SOQ Review and Short List	TBD
Individual Interviews (if applicable)	TBD
Recommendation for Award (Approximate)	March 27, 2025
Contract Approval and Approximate Start Date	April 14, 2025

**D. Selection Criteria:**

The Criteria for consultant selection will be based on, but not limited to, the following:

1. **Qualifications and Experience of Firm:** Provide a description of your firm’s expertise related to each type of service requested, and a full discussion of your recent experience directly related to the services requested.
2. **Experience and Qualifications of Personnel:** Experience and qualifications of personnel assigned to perform the work: A minimum of five years of experience in performing the services defined herein.
3. **Availability:** The District is looking for a responsive consultant to execute necessary services in an expeditious manner. When specific tasks are identified, Consultant shall endeavor to submit a proposal within 7 days of BCVWD’s request and

commence work within 7 days upon receiving the task order. Consultant will be required to provide necessary staff resources to complete the task in a timely manner.

4. Knowledge of BCVWD Standards/Guidelines.
5. Knowledge of Regulatory Compliance Requirements
6. Price & Payment Terms
7. Exceptions Taken to RFQ – **Exhibit D**
8. Local Office Proximity to the District

#### **E. Evaluation and Selection Process**

1. Submittal Review: A committee of BCVWD staff will review each submittal for conformance with the RFQ document format. Failure to meet the requirements may be cause for eliminating the applicant from further consideration. The committee will then evaluate each submittal to determine firm qualifications, identified key staff, reference, and other materials to identify those firms for each Category of Service.
2. Selection: Based on the committee’s evaluation and scoring of each firm’s qualifications, the firms will be ranked by the evaluation committee. It is anticipated that up to three, or possibly more, On-Call Service Agreements will be awarded per category (depending on category) with the highest-ranking firms being selected. However, the District reserves the right to consider the overall distribution of contracts and may award agreements as it deems necessary to achieve balance, regardless of the assigned rank.
3. Short List: The approved “Short List” will be valid for three (3) years (plus an optional one (1) year extension, at the District’s discretion). The District has the right to add and remove firms from the list during the two year contract period. The District has the right, at its sole discretion, to qualify additional firms throughout this period.
4. Consultant Rotation: Projects or tasks awarded pursuant to the established list of On-Call Consultant(s) will be assigned at the District’s sole discretion. District will consider the balance of awards for such assignments throughout the term of the contract(s); however, District is in no way obligated to assure such workload or monetary distribution.
5. Evaluation Criteria: The committee may interview the top ranking proposers. The District reserves the right to begin negotiations and enter into an agreement without interview or further discussions. The evaluation process will use 80% as a weighting factor for the Technical Proposal and 20% for the Fee Schedule. The Technical Proposal evaluation criteria and weighting are as follows:

Technical RFP Evaluation Criteria	Weight of Score
Past performance and qualifications of the firm on similar projects.	25%
Familiarity with the District's geographic region and the aquifer(s) within the region.	20%
Ability to complete the project within the proposed time frame.	15%
The proposed project approach, scope, manner, and thoroughness in which it is presented in the proposal.	20%
Firm's experience, staff availability, stability, financial responsibility, and past performance on similar projects.	20%

6. The Fee Schedule shall be a weighted percentage of the lowest proposal fee divided by the proposal fee being evaluated.

## SECTION II – STATEMENT OF QUALIFICATIONS REQUIREMENTS

### A. Proposal Format, Content, and Organization

The emphasis of the proposal should be on responding to the requirements set forth herein. In addition, proposers need to demonstrate their capabilities, background, and expertise in order for the District to effectively evaluate the proposals, and award to the company that provides the best value to the District based on the selection criteria in Section I. To assist in best understanding the qualifications and capabilities of each firm, BCVWD requests that each proposer organize their SOQs in strict conformance with the following. Failure to follow content and organization may result in disqualification for being non-responsive. SOQs must be assembled in the following order, with each section separated appropriately.

1. Transmittal or Cover Letter: Indicate the category or categories of services that will be submitted. Provide a brief description of the firm's expertise related to each type of services described. No more than 2 pages.
2. Executive Summary: Include a brief summary of the firm's origin, background, and size of the company, an organizational chart, the overall capabilities of the organization, appropriate licenses and certifications, and proximity of company's resources to the District's offices and facilities.
3. Firm's Scope of Services: Based on the indicated category or categories of services that will be submitted in Section III, provide a general statement, or list, of those services which the firm has the experience, capability, and desire to perform. If the firm desires to perform all types of services for the category(ies) indicated, state so. A firm not desiring to perform all of the potential services listed will not disqualify a firm. However, it is BCVWD's intent to select those firms that have the broadest range of capabilities.
4. Statement of Qualifications: **Provide a separate SOQ (separated by tabs and no more than 10 pages in length for each category) must be submitted for each requested category and shall include the information requested in a. thru e. below:**
  - a. Qualifications and Experience (Firm and Personnel) – a description of the company's expertise related to services requested and a full discussion of the company's recent experience directly related to the discipline in which you are submitting your qualifications. Limit recent experience to no more than five (5) projects, performed for different clients; if possible, projects within the last three to four years which are similar (size and scope) to projects which may be anticipated herein. BCVWD is particularly interested in projects that have been completed in the area, i.e. Riverside or San Bernardino County.

**Firms may submit SOQs for as many or as few of the categories identified in Section III as they are qualified. For instance, if your firm provides On-Call Geotechnical and Environmental Services for various District projects”, the proposal should include qualifications for Category 1 and/or 2.**

- b. Personnel – Provide an organizational chart identifying the proposed project manager(s), principal-in-charge, and other key staff. BCVWD recognizes that this is a multi-year, on-call contract and, depending on the timing, some staff may not be available. BCVWD suggests the firm may want to identify one or two additional individuals who could serve as project manager. Include brief resumes of all staff listed in the organizational chart , including total years of experience, qualifications, educational background, licenses, certificates and length of time with the firm. Please include a description of the staff members’ expertise related to each category of service described and a full discussion of the staff member’s recent experience directly related to those services.
- c. References (**Exhibit A**) – list three (3) former municipal (preferred) or private clients for whom comparable services have been performed within the last five years. For geotechnical services. List three (3) former municipal (preferred) or private clients for whom comparable services have been performed within the last five (5) years for environmental services. Include the name, mailing address, and telephone number of each client’s principal representative.
- d. List of Subcontractors (**Exhibit B**)
- e. Proposer’s Business Information (**Exhibit C**)
- f. Proposal Rates – a schedule of hourly rates and percentage markup of reimbursable expenses, if any shall be included in the sealed RFP. The rates shall be valid for the term of the contract.
- g. Additions, Deletions and/or Exceptions (**Exhibit D**) – compliance with the District’s contractual terms and/or RFP requirements. The Proposer shall note any additions, deletions and/or exceptions to the contractual terms and/or RFP requirements. If there are no exceptions taken, please note in the form: “There are none”.

**Items (4a) Personnel through (4g) Proposer’s Business Information above can be included in an appendix either within each category or to the entire Statement of Qualifications/Proposal package and this will not count against the 10 page limit per category.**

## B. General Conditions

1. BCVWD reserves the right to withhold award of contract for a period of ninety (90) days following RFQ opening. All submittals received are considered firm for that 90-day period.
2. A contract incorporating the terms and conditions contained herein will be sent to the successful Proposer. Any additional terms and conditions requested by Proposer must be submitted at the time of your response as part of Exhibit D, above, (Section II.A.4.g: Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process. Actual work activities will be assigned by individual Task Orders.
3. The District may make such investigations as it deems necessary to determine the ability of the Proposer to provide the services as specified, and the Proposer shall furnish to the District, as is commercially reasonable, all such information and data for this purpose. The District may discuss or negotiate with one or more firms prior to award and reserves the right to reject any proposal.
4. Any questions as to the meaning of the scope of work and/or technical specifications or other pre-proposal documents must be submitted in writing to Mark Swanson at (951) 845-9581, ext. 218, [mark.swanson@bcvwd.gov](mailto:mark.swanson@bcvwd.gov) who will provide appropriate responses. To be given consideration, requests must be received no later than **the date identified in Table I: specific dates, herein.** . Any and all such interpretations and any supplemental instructions will be sent to all firms not later than **the date identified in Table I: specific dates, herein.** . All addenda so issued shall become part of the RFQ documents. Under no circumstances may the firm contact any staff or Board member, other than Mark Swanson, for clarification or interpretation of any requirements herein.
5. The District reserves the right to reject any or all SOQs, either separately or as a whole and to waive any informality in a proposal or to accept any proposal presented which it deems best suited to the interest of the District, and is not to be bound to accept the lowest price. Conditional submittals will not be accepted.
6. Should the Proposer not propose on a particular item, please enter “No Proposal” next to each item not proposed on.
7. The cost for developing the SOQ is the sole responsibility of the Proposer. All proposals submitted become the property of the District.
8. At the time of the opening of SOQs each Proposer shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Addenda).
9. District is subject to the Public Records Act, California Government Code Section 6250 *et. seq.* As such, **all** required submittal information may be subject to disclosure to the general public. If any information is considered by the firm to be “confidential” or “proprietary,” those pages, (each page), shall be separately marked “confidential” or “proprietary.” However, BCVWD cannot guarantee that such marked pages will not accidentally become part of any public records request.

### **SECTION III – SCOPE OF WORK FOR ON-CALL GEOTECHNICAL AND ENVIRONMENTAL CONSULTING SERVICES**

#### **A. On-Call Geotechnical and Environmental Services (Categories 1 and 2 Below)**

The consultant shall provide professional geotechnical and environmental engineering services in support of the categories described below. The services shall include preparation of deliverables by consultant staff licensed in the State of California with specific experience in the categories described below, as necessary, in accordance with all applicable BCVWD Specifications and Standards.

Under the supervision of a professional engineer registered in the State of California, the consultant shall perform or cause to be performed by others, all necessary services to prepare technical studies, assessments, geotechnical investigations and/or environmental investigations and support services. The consultant's services shall include the following project management assistance in support of the categories listed below:

1. Provide consulting services and project management and coordination with District staff. Prepare and provide project status updates including updates to scope status, schedule and cost.
2. Perform QA/QC.
3. Submit monthly invoices conforming to District requirements.
4. Prepare and perform presentations to District staff, the public and other stakeholders.
5. Prepare and attend project coordination meetings with District staff, and other permitting agencies.
6. Prepare cost estimates and project schedules.
7. Prepare meeting agenda and minutes.

BCVWD's Projects which may require geotechnical and/or environmental engineering services include:

- New Water Production Wells – BCVWD's wells are enclosed in a structure (well house) – typically masonry block with concrete slab floor which includes liquid sodium hypochlorite chemical tank and an outside engine-generator set on a concrete slab
- New Pressure Regulating Stations (Potable/non-potable) in a vault or above ground enclosure (screen wall)
- New Booster Pumping Stations (Potable/non-potable) usually in a structural enclosure
- New Water Storage Tanks (Potable and Non-potable) welded steel anchored to a reinforced concrete ring foundation or prestressed concrete
- New Pipelines (potable/non-potable) ranging in size from 8 to 36 inches in diameter usually 8-10 ft depth to invert
- New storm water capture facilities and associated piping and appurtenances
- Renewable energy projects

- New buildings and/or facilities
- Other projects and assignments as may be needed by BCVWD

Typically, each of the two (2) categories described herein include, but are not limited to, the descriptions provided below (tasks not listed in any particular order):

**Category 1 – Geotechnical Services:**

The following is a list of tasks/tests that potentially could be included in a particular project. The extent of the geotechnical investigation depends on the type of project. For example, a water tank project on a hillside will require much more extensive geologic and geotechnical investigation than a booster pump station on relatively flat ground or an 18-in non-potable water line at a depth of 8-ft in an existing street. BCVWD will describe the project for the Task Order Scope and the qualified On-Call geotechnical engineering will be requested to submit a Task Order Scope, Schedule, and Fee which identifies the types of testing, and boring spacing, etc. based on the type of project.

Geologic Investigation and Mapping –

- Identifying geologic substructure and surficial materials, bedding planes, faults (active, i.e. displacement within last 11,000 years, and inactive), and seismic evaluations. Provide geologic map, show bedding, provide cross-sections, and discussion of adverse geologic conditions, etc.

Subsurface Investigations –

- Soil boring and test pits, standard penetration tests, cone penetration testing where applicable, detailed logs, including documentation of surface paving type and thickness, if cored
- Number of borings and/or test pits, depth, spacing, and location of the borings/test pits shall be determined by the geotechnical engineering firm in conjunction with BCVWD based on the type of project
- A complete geotechnical report shall be prepared and submitted in draft form for BCVWD review and comment. Report shall contain geological maps and cross-sections, boring and test pit locations, and complete logs of each boring or test pit.

Site Conditions Evaluation –

- Identifying:
  - Presence of collapsible, expansive, or corrosive soils
  - Presence of rock – provide estimates of hardness, excavatability, and recommended equipment
  - Potential for landslides, liquefactions, seismically induced settlement, and lateral spreading



- Presence of groundwater and impact on construction (e.g., need for dewatering and dewatering recommendations)
- Provide resistivity testing, chloride, sulfate, and pH sampling when corrosive soils are believed to be present
- In-Situ Testing:
  - Double-ring infiltrometer testing for storm water percolation/infiltration tests required for Low Impact Development projects (when requested by BCVWD)
- Laboratory Testing (not limited to, and as appropriate):
  - In-situ moisture content, optimum moisture content, max density, and dry density
  - Grain size distribution
  - Direct shear, compression testing for settlement, expansion index, California Bearing Ratio (CBR), R-value, etc.

Recommendations based on Site Conditions –

- California Building Code Seismic Parameters, and a site-specific seismic analysis for structures and tanks
- Grading recommendations and specifications, over excavation requirements, side slope ratios for temporary and permanent excavation and fill slopes, keying and benching of fill slopes, subdrainage requirements and gradation, loose lift thickness, compaction requirements, suitability of excavated material to be used as fill and backfill
- Slope stability evaluations
- Footing and foundation recommendations, over-excavation and compaction requirements, bearing capacity, estimates of initial and long-term settlement, etc.
- Pipeline design parameters including:
  - Angle of internal friction, cohesion coefficient of friction between concrete and native soils and between pipe and native soils
  - Modulus of soil reaction
  - Thrust block allowable bearing pressure
  - Pipe Bedding, Pipe Zone material, imported material gradation
- Active, passive, and at-rest earth pressure recommendations for permanent walls, braced shoring and cantilever temporary shoring; coefficient of friction between sheet piling and native soils
- Pavement structure recommendations, subgrade compaction, pavement subgrade recommendations, asphalt concrete base and surface course thickness, concrete paving thickness, and jointing recommendations

Construction Inspection Services –

- Monitoring and testing of soil compaction, foundation inspections, etc.

- Foundation engineering and inspection for structures, i.e. footing and slab
- Concrete inspection and testing including:
  - Air content, slump testing
  - Standard sampling of test cylinders and provision of laboratory compressive strength testing (7 and 28 day compression testing)

Additional Reporting/Coordination –

- Prepare reports for all field/laboratory testing of soil and concrete characteristics, compaction, etc. as required
- Attend meetings and provide technical advice on issues, project schedule, cost control, and other related matters
- Review 90% design level Plans and Specifications by design engineer of record and provide confirmation/certification that geotechnical recommendations are followed and incorporated into the final contract documents (plans and specifications)

**Category 2 – Environmental:**

It is the intention of BCVWD that BCVWD intends the California Environmental Quality Act (CEQA) compliance activities will process through the State Clearing House (SCH) and Riverside County; and therefore, all work will conform to their policies and procedures.

Some of the proposed projects may be funded entirely, or in part, through grants and loans for State of California and federal agencies, e.g., U.S. Environmental Protection Agency (EPA), and will require what is termed a “CEQA-plus” environmental document. CEQA-plus projects will be identified by BCVWD prior to initiating work.

BCVWD expects the selected Consultant firms to complete an initial study and the environmental checklist and develop a negative declaration or mitigated negative declaration. Based on BCVWD project history, this should be adequate. In the event there are significant impacts that cannot be mitigated, the Consultant, if directed by BCVWD, shall prepare an Environmental Impact Report (EIR). Under any case, the Consultant is expected, as requested or as required by other regulatory agencies, to:

- Prepare and send out all notices, including statutory and categorical exemptions as applicable, to the respective regulatory agencies.
- Prepare and send out notices for scoping sessions, public hearings, etc.; provide text for posting on BCVWD’s website and in Board Meeting packages.
- Conduct scoping sessions, public hearings, and provide written responses to all oral and written comments.
- In concert with, and the approval of BCVWD, coordinate with and consult with regulatory and other agencies which have an interest in the project such as CDFW, USFW, USACE, SWRCB,

Native American Tribal Organizations, etc. Provide documentation of all such meeting discussion.

- Using experienced and qualified individuals, conduct Biological and Botanical Resources Surveys, Threatened and Endangered Species Surveys, Cultural Resource Surveys, Paleontological Surveys, Noise Studies, Air Quality Studies, and Traffic Impact Analyses, etc., as may be required by the regulatory agencies. Provide reports to BCVWD.
- Prepare mitigation plans that identify activities that have to be implemented.
- Coordinate with BCVWD throughout the process to ensure information and environmental analysis is up to date, including the project description, which may cause changes during the course of the design. BCVWD will prepare the project description for use by the Consultant. Coordinate with BCVWD's other consultants including geotechnical and design consultants for other information which may be needed for CEQA analysis.
- Prepare administrative drafts for internal review by BCVWD prior to issuing draft for public comment. Provide draft responses to public comments for BCVWD review.
- Provide mitigation monitoring requirements; perform mitigation monitoring during construction, if requested by BCVWD.
- The content and format of all notices, draft documents for review, and other similar items intended for public distribution shall be reviewed by BCVWD prior to publication.

Other Environmental Permit Assistance, if Requested –

- Provide assistance with the preparation of Construction General Permit for Storm Water Discharges associated with construction and land disturbance activities.
- Provide assistance with preparation of CFW Streambed Alteration Agreement, RWQCB Section 401 Water Quality Certification, and USACE Clean Water Act, Section 4040 Permit (fill material in waters of the U.S.), etc., as required.
- Provide a Phase I Environmental Site Assessment for any land BCVWD may consider purchasing for facilities such as offices, corporation yards, well sites, regulating stations, tanks, booster pumping stations, etc.
- Provide direction on minimizing environmental impacts if emergency repair projects are necessary. This could include documentation and preparation of post-restoration plans if needed.

EXHIBITS

**EXHIBIT A**

**REFERENCES**

**Proposer shall provide a minimum of three (3) Customer References with two (2) or more years of experience with the Proposer for geotechnical services performed. Local and similar size contract references are preferred.**

**REFERENCE #1**

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**REFERENCE #2**

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**REFERENCE #3**

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

**EXHIBIT A (cont.)**

**REFERENCES**

**Proposer shall provide a minimum of three (3) Customer References with two (2) or more years of experience with the Project Manager Proposer for environmental service performed. Local and similar size contract references are preferred.**

<b>REFERENCE #1</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
<b>REFERENCE #2</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
<b>REFERENCE #3</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	



**EXHIBIT C**

**PROPOSER'S BUSINESS INFORMATION**

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: \_\_\_\_\_
2. Length of time at current location: \_\_\_\_\_
3. List types and business license number(s): \_\_\_\_\_
4. California State Contractor's License number: \_\_\_\_\_
5. Name and titles of all officers of the firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Is your firm a sole proprietorship doing business under a different name? YES  or NO
7. If yes, please indicate sole proprietorship name and the name you are doing business under: \_\_\_\_\_  
\_\_\_\_\_
8. Please indicate your Federal Tax Number: \_\_\_\_\_
9. Is your firm incorporated? YES  or NO
10. Name and remittance address that will appear on invoices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Physical Address: \_\_\_\_\_  
\_\_\_\_\_





**EXHIBIT E**  
**SAMPLE AGREEMENT**

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Beaumont-Cherry Valley Water District, a California Irrigation District (“District”), and FIRM NAME, a CORPORATION (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**A. RECITALS**

(i) District requires provision of the following professional services: On-Call Geotechnical and Environmental Services, all as more fully set forth and described in this Agreement.

(ii) Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on such experience and qualifications.

(iii) The Parties enter this Agreement in order to set forth terms and conditions governing Consultant’s performance of the services described herein.

**B. AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Scope of Services.

a. Consultant shall furnish all labor, materials, equipment, and supplies necessary or incidental to performing the Services set forth in any Task Order (“the Project”) issued by the District in accordance with the Request for Proposals attached hereto as Exhibit “A” – On Call Geotechnical and Environmental Services. The standard form for the Task Order is set forth in Exhibit C.

b. Except as otherwise specifically provided in this Agreement, Consultant will provide all administrative, professional, and other personnel necessary to perform such services, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities required for the services, all calculations, and all other means whatsoever to complete the services in the manner and within the time provided in the Task Order.

c. By executing this Agreement and any Task Order, Consultant agrees that consultant has carefully considered the Scope of Services to be performed, carefully considered how the services should be performed, and understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

2. Compensation.

a. Subject to Section 2.b, below, the District shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit “B”, attached hereto.

b. In no event shall the total amount paid for Services rendered by Consultant during the term of this Agreement exceed the sum of \$100,000.00 as set forth in Exhibit “A”. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Unless the Parties have agreed on a one-time flat fee, periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed listing the hours worked and hourly rates for each personnel category, all reimbursable costs, the tasks performed, the percentage of the task completed during the billing period, and cumulative percentage completed for each task associated with a particular Task Order. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

The Parties may agree on additional work to be provided as part of any Task Order. The District General Manager is authorized to approve additional work not exceeding Ten Thousand Dollars (\$10,000.00) [or 10.0% of the contract price] by written memo signed by the parties. Otherwise, an amendment to the Task Order shall be prepared by the District and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed shall be maintained by Consultant and made available for review by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by District.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire at the end of business on **three years from the date of this Agreement**, unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other milestones, schedules and deadlines agreed upon in writing as defined by any Task Order. **Consultant shall endeavor to submit a proposal for a specific Task Order within seven (7) calendar days of the District’s request. Consultant shall commence work within three (3) business days of receiving District’s verbal or written notice to proceed for a specific Task Order.** Consultant represents that it has the

professional and technical personnel required to satisfactorily perform the Services as required by this Agreement, and in accordance with Exhibit “A”. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may agree in writing to extend the term of this Agreement if necessary to complete the Services, or when deemed to be in the District’s best interest.

6. Delays in Performance.

a. Force Majeure. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing Party including, but not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics resulting in “stay at home” or similar binding governmental orders; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Consultant’s lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

b. Should a force majeure event occur, the non-performing Party shall promptly, upon becoming aware of its inability to perform, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. District may, but is not required to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, state and/or local regulatory agencies.

8. Standard of Care.

Consultant’s Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. Assignment and Subcontracting.

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the District, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant is or shall become an employee of District. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from District as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Beaumont business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

b. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of District's employees; and District's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any District uniform, badge, identification number, or other information identifying such individual as an employee of District; and Consultant's personnel shall not use any District e-mail address or District telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of District premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from District, review plans on file at District, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit District locations and/or private property to perform such Services. District may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

c. Consultant shall be responsible for and shall pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by District, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of District, and entitlement to any contribution to be paid by District for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The Parties acknowledge that District is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to District to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause District to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted in writing by District's Risk Manager, Consultant shall not commence work for the District for specific scopes of work or services under duly executed and approved Task Orders under this Agreement until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability.

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage Occurrence Form CG 00 01 or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)
- (7) Contractual Liability with respect to this Agreement
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) Subject to the District's written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

b. Automobile Liability.

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.



(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall be endorsed to name the District, its officials, officers, employees, agents and District designated volunteers as additional insureds.

(iv) Subject to the District's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions) (unless waived in writing by the District's risk manager)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required.

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence (any auto) for bodily injury and property damage
Workers' Compensation	In the amount required by California law.
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (Errors and Omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required.

Prior to execution of the Agreement, Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional Insured endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a “claims-made” professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best’s rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

i. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

(iii) District may require Consultant to provide for inspection by District, complete copies of all insurance policies in effect for the duration of the Agreement.

(iv) No District elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

(v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to District. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

j. Subcontractor Insurance Requirements.

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold the District, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those District agents serving as independent contractors in the role of District officials (collectively “Indemnitees” in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the District or any of the other Indemnitees.

b. For Design Professional Services. For Consultant’s Services hereunder that include the performance of design professional services by a “design professional” (as defined below), then to the extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold the District and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of

accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Consultant shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed the Consultant's proportionate percentage of fault.

For purposes of this Section 13.b, and in accordance with Civil Code Section 2782.8(c), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

c. The provisions of this Section 13 shall survive the termination of this Agreement.

#### 14. Termination.

a. District has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days' prior, written notice to Consultant. In such event, District shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, District shall pay Consultant for that portion of the Services satisfactorily completed prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by District and Consultant. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement, and shall not be entitled to damages or compensation resulting from termination of this Agreement.

b. Consultant may terminate this Agreement for cause by serving written notice of termination to the District, provided Consultant has first served the District with a written

notice of default and demand to cure, and District has failed to cure such default within thirty (30) days of receipt of such notice.

15. Ownership of Work Product.

a. Except as otherwise provided in Section 14, “Termination”, above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs, electronic data and files, and/or other media whatsoever created or developed by Consultant for the District in the performance of this Agreement (collectively, “Work Product”) shall be considered to be “works made for hire” for the benefit of District. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of District without restriction or limitation upon their use, duplication or dissemination by District upon final payment being made provided that any such use shall be at District’s sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

b. Consultant hereby assigns to District all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the District pursuant to subsection (a), above.

c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant’s default, District shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold District, and the other Indemnitees (as defined in Section 13(a), above) harmless from any and all loss, claim or liability in any way related to a claim that District’s use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by District is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for District the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for District; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

16. Party Representatives.

Consultant hereby designates \_\_\_\_\_, or his or her designee, as Consultant’s Representative for this Agreement, unless and until written notice of a new representative acceptable to District is provided to District. District hereby designates \_\_\_\_\_, or his or her designee, as District’s Representative for this Agreement. The foregoing Representatives shall be authorized to approve non-monetary revisions to this Agreement, provide consent where required herein, and to make other administrative decisions that will be binding on their respective Party, except as otherwise specifically required herein.

17. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Beaumont-Cherry Valley Water District  
P.O. Box 2037  
560 Magnolia Avenue  
Beaumont, CA 92223  
  
Fax: (951) 845 0159  
  
Attention: Dan Jagers, General Manager

CONSULTANT:

CONSULTANT NAME  
CONSULTANT ADDRESS  
CITY, ZIP  
  
PHONE NUMBER  
  
Attention: PRINCIPAL

and shall be effective upon receipt thereof.

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. Equal Opportunity Employment.

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

20. Entire Agreement.

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit



hereto or document incorporated by reference herein, the provisions of this Agreement, then the District's RFP, if any, shall govern.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and authorized assigns of each Party to this Agreement.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants to provide the Services or similar services to the District.

26. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the District.

27. Governing Law and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. 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. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the District.

28. Attorneys' Fees.

The prevailing Party in any legal action brought for breach or to compel performance, shall be entitled to recover their reasonable attorneys fees and costs.

29. Interest of Subcontractors.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided District with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the District in affirming compliance with this Section.

30. Prohibited Interests.

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

31. Prevailing Wage and Department of Industrial Relations (DIR) Requirements

a. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work. '

b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations. Prevailing wages are required to be paid to all workers, including subcontracted employees.

c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations as outlined in the applicable Prevailing Wage Determination.

When all of the work performed by Consultant is performed by crafts not affected by state labor laws or are not contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.

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

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT

CONSULTANT

By: \_\_\_\_\_  
Dan Jagers  
General Manager

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

Printed Name: \_\_\_\_\_

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

ATTEST:

By: \_\_\_\_\_  
Beaumont-Cherry Valley Water District  
Board Secretary

**Attachments:**

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

Exhibit C – Professional Services Agreement Task Order Template

EXHIBIT A  
Scope of Services

General Scope of Work:

As described in the attached Consultant proposal.

Individual Project Task Order:

Exhibit C (Task Order Template) shall be used between the parties to identify the scope, fee, and terms of each respective Task order executed, which falls within the general terms and conditions set forth herein.

Exhibit A

**EXHIBIT B**

**Schedule of Rates/Payments**

Consultant will invoice District on a monthly cycle, or otherwise as expressly provided in any Task Order. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Consultant will inform District regarding any out-of-scope work being performed by Consultant. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

(Include Consultant's Fee Schedule)

Exhibit B

EXHIBIT C

Professional Services Agreement

Task Order Template

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Beaumont-Cherry Valley Water District

560 Magnolia Avenue, Beaumont, CA 92223

**TASK ORDER**

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Issued Under PROFESSIONAL SERVICES AGREEMENT, THREE-YEAR ON-CALL  
GEOTECHNICAL AND ENVIRONMENTAL SERVICES, dated <>.

Task Order No.: <>

Date: <>

District CIP No.:<>

Consulting Firm: <>

Consulting Firm Project Manager: <>

Project Title: <>

Project Description: <>

Description of Services to be Performed by Consultant under this Task Order:

Consultant will perform the following services:

- <>

Time for Completion of Services to be Performed under this Task Order:

Consultant will complete the services described above within <> consecutive calendar days from the date of receipt of an executed Task Order.

Compensation for Services Completed under this Task Order:

Consultant will be compensated for services completed in the amount not-to-exceed: \$<> (AND WORDS).

Exhibit C



District's Responsibilities for this Task Order:

- <>
- <>

District's Project Manager: <>

Attachment: <Task Order Proposal Name>

Task Order Approvals:

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT

CONSULTANT

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

Mark Swanson

Director of Engineering

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Dan Jagers

General Manager

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

Exhibit C

## Attachment 3 - Converse Consultants Geotechnical Schedule of Fees

### 4.f Proposal Rates

We understand our services will be required during the design and construction phases of the District's projects. Our fees are evaluated January 1<sup>st</sup> of each year based on DIR. In general, our fees are based on the following assumptions.

#### **Design Phase**

- Access to the project site will be provided at no cost to Converse.
- Drilling, backhoe, underground utility locating and (traffic control services will be subject to prevailing wage as defined in Labor Code Sections 1770-1780.
- Level D protection will be required.
- Borings will be backfilled as required by the District guidelines. Special backfill material and pavement repair will require additional cost.
- No services will be provided prior to the fully executed agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.

#### **Construction Phase**

- Access to the project construction area will be provided at no cost to Converse.
- An 8-hour day at the site. Overtime will be charged at 1.5 times the regular hourly rate.
- There will be a two-hour minimum charge in case of work cancellation after our field personnel have been dispatched. Four-hour minimum days for workers providing services.
- It is understood by both contracting parties that all fieldwork will be subject to prevailing wage as defined in Labor Code Sections 1770-1780.
- Converse and our subconsultants are registered with the California Department of Industrial Relations (DIR). Converse's DIR No. is 1000001465.
- For on-call services, the test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site. The client and/or contractor will be responsible for the excavation and backfilling of all test locations.
- Additional inspections and laboratory testing outside the agreed-upon scope of work can be provided upon request. Charges for these additional services will be based on our attached *Schedule of Fees*.
- No services will be provided prior to the fully executed agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.
- Our services will be performed on a time-and-materials basis in accordance with the unit rates indicated, and/or *Schedule of Fees*.
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultation(s) requested by the client will also be charged in accordance with the attached *Schedule of Fees*.
- Testing services outlined in this proposal will be performed at the request of your authorized representative.
- If services are provided on an as-needed basis, no comments regarding compaction procedures or observations will be made. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24-hour advance notice for our services. We will, however, make every attempt to accommodate requests on shorter notice.

**CONVERSE CONSULTANTS**  
**Prevailing Wage Schedule of**  
**Fees Geotechnical Personnel**

**Introduction**

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2025.

**Hourly Charges for Personnel**

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

**Field Technical Services (hourly rate including vehicle and equipment)**

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) .....	\$150
DSA Masonry Inspector .....	150
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	155
Coating Inspector/Coring Technician .....	150
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	150
Sample Pick-Up .....	65

**Professional Services (consultation for field and office, if requested)**

Staff Professional .....	\$145
Senior Staff Professional .....	155
Project Professional .....	165
Project Manager .....	170
Senior Professional .....	190
Principal Professional .....	220
Principal Consultant .....	235

**Laboratory Testing**

Laboratory Technician .....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor .....	\$100

**Office Support**

Clerical/Word Processing .....	\$90
Drafting .....	90
CAD Operator/Drafting Manager .....	100

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

**Expenses**

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

**Invoices**

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

**General Conditions**

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

**CONVERSE CONSULTANTS**  
**Schedule of Fees – Geotechnical Laboratory Testing**

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project. This fee schedule is valid through December 31, 2025.

**IDENTIFICATION AND INDEX PROPERTIES TESTS**

Visual Classification, ASTM D2488 .....	15.00
Engineering Classification, ASTM D2487 .....	20.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937 .....	20.00
Moisture Content, ASTM D2216 .....	15.00
Shrinkage Limit, ASTM D4943 .....	85.00
Atterberg Limits, ASTM D4318	
Several points .....	150.00
One Point .....	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from +#200 to #4 .....	100.00
Coarse and Fine Sieve, from #200 to 3 in .....	180.00
Hydrometer .....	120.00
Percent Passing #200 Sieve, ASTM D1140 .....	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854 .....	90.00
Coarse, retained on #4 sieve, ASTM C127 .....	90.00
Sand Equivalent Test, ASTM D2419 .....	110.00
Double Hydrometer Dispersion, ASTM D4221 .....	150.00

**COMPACTION AND BEARING STRENGTH**

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B .....	200.00
Method C, 6" mold .....	200.00
California Impact Method, Caltrans 216 .....	200.00
R-value, ASTM D2844 and CTM301 .....	250.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point .....	530.00
3 Points .....	750.00
Relative Density	
0.1 Cubic Foot Mold .....	200.00
0.5 Cubic Foot Mold .....	300.00

**SHEAR STRENGTH**

Torvane/Pocket Penetrometer .....	25.00
Direct Shear	
Quick Test .....	75.00
Consolidated, Drained, granular soil, ASTM D3080 .....	200.00
Consolidated, Drained, fine grained soil, ASTM D3080 .....	250.00
Consolidated, Undrained, fine grained soil .....	200.00
Residual Strength, per cycle .....	60.00
Remolded Specimens .....	60.00

**STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)**

Unconfined Compression, ASTM D2166 .....	150.00
Unconsolidated, Undrained, ASTM D2850 .....	160.00
Consolidated, Undrained, per point .....	700.00
Consolidated, Drained, per point .....	700.00
With Pore Pressure Measurement, per load .....	150.00
Remolded Specimen .....	90.00

**CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS**

8 Load Increments .....	220.00
Additional Load Increment .....	50.00
Time-Ratio, per load increment .....	90.00
Single Point, collapse test .....	90.00

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture .....	90.00
Ring Sample, Air Dried .....	90.00
Remolded Sample .....	60.00
Expansion Index Test, UBC 29-2/ASTM D4829 .....	130.00

**HYDRAULIC CONDUCTIVITY TESTS**

Constant Head, ASTM D2434 .....	250.00
Falling Head Flexible Wall, ASTM D5084 .....	300.00
Triaxial Permeability, EPA 9100 .....	350.00
Remolded Specimen .....	60.00

**CHEMICAL TESTS**

Corrosivity (pH, resistivity, sulfates, chlorides) .....	220.00
Organic Content, ASTM D2974 .....	80.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

**CONVERSE CONSULTANTS**  
**Schedule of Fees – Materials Laboratory Testing**

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2025.

**AGGREGATES**

Moisture Content, ASTM D2216 .....	15.00
Particle Size Analysis	
Coarse, ASTM C136, each .....	100.00
Coarse and Fine, ASTM C136 & C137, each .....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127 .....	85.00
Fine Aggregate, ASTM C128 .....	85.00
Unit Weight per Cubic Foot, ASTM C29 .....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each .....	200.00
Potential Alkali Reactivity, ASTM D289 .....	300.00
Freeze Thaw Soundness .....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535 .....	220.00
Sand Equivalent, ASTM D2419 .....	110.00
Lightweight Particles, ASTM C123, each .....	85.00
Clay Lumps & Friable Particles, ASTM C142, each .....	120.00
Stripping Test, ASTM D1664, each .....	85.00
Organic Impurities, ASTM C40 .....	75.00
Durability .....	By Quote

**CONCRETE TESTS**

Laboratory Trial Batch, ASTM C192 .....	By Quote
Laboratory Mix Design, Historical Data .....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each .....	50.00
Lightweight Concrete	
Compression .....	50.00
Unit Weight .....	50.00
Specimen Preparation, Trimming or Coring, each .....	60.00
Bond Strength, ASTM C321	
Prepared by Converse .....	150.00
Prepared by Others .....	80.00
Core Compression Test, ASTM C12, each .....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each .....	110.00
Modulus of Elasticity, Static, ASTM C469, each .....	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days .....	320.00
Splitting Tensile, 6"x12" Cylinders, each .....	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder .....	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder .....	95.00
Hold Cylinder .....	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse .....	5.00

**MASONRY (ASTM C140, E447, UBC STANDARD 24-22)**

Moisture Content, as received, each .....	20.00
Absorption, each .....	50.00
Compression, each .....	55.00
Shrinkage, ASTM C426, each .....	100.00
Net Area and Volume, each .....	25.00
Masonry Blocks, per set of 9 .....	450.00
Masonry Core Compression, each .....	55.00
Masonry Core Shear, each .....	55.00
Masonry Core Trimming, each .....	55.00
Compression Test, grouted prisms, 8"x8"x16", each .....	120.00
Compression Test, grouted prisms, 12"x16"x16", each .....	130.00
Compression Test	
2"x4" Mortar Cylinder, each .....	40.00
3"x6" Grout Prisms, each .....	40.00
2" Cubes, ASTM C109, each .....	40.00
Cast by Others .....	40.00
Mortar or Grout Mix Designs .....	By Quote

**FIREPROOFING TESTS**

Oven Dry Density, per sample .....	70.00
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**MOISTURE EMISSION TEST**

Moisture Emission Test Kit .....	70.00
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**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927 .....	200.00
Marshall ASTM D1559, ASTM D2726 .....	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each .....	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3 .....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample .....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall .....	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each .....	210.00
Extraction of Rubberized Asphalt & Gradation, each .....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated .....	95.00
Coated .....	105.00
Immersion-Compression .....	400.00
Particle Coating, ASTM D2489 .....	60.00
Stripping, ASTM D1664 .....	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products .....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens .....	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens .....	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point .....	350.00
Asphalt Temperature .....	15.00

**STRUCTURAL STEEL**

Tensile Test #9 Bar or Smaller, each .....	60.00
Bend Test #9 Bar or Smaller, each .....	60.00
Tensile Test #10 Bar or Greater, each .....	280.00
Tensile Test #14 Bar, each .....	310.00
Rebar Coupler Tensile Test .....	100.00
Tensile Test, Welded #9 Bar or Smaller, each .....	100.00
Tensile Test, Welded #10 Bar or Greater, each .....	280.00
Tensile Test, Welded #14 Bar, each .....	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each .....	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each .....	350.00

**HIGH STRENGTH BOLT, NUT, AND WASHER TESTING**

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each .....	65.00
Over 100,000 lbs., each .....	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each .....	70.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each .....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each .....	50.00
Washer Hardness, each .....	40.00
A325 or A490, Bolt Hardness Only, each .....	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each .....	90.00
Over 100,000 lbs. & Hardness, each .....	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs. .....	300.00
Over 100,000 lbs. .....	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

**Attachment 4 - TGR Geotechnical Inc. Geotechnical Schedule of Fees**



TGR GEOTECHNICAL  
 3037 S. HARBOR BLVD  
 SANTA ANA, CA 992704  
 www.tgrgeotech.com  
 info@tgrgeotech.com  
 p: 714.641.7189  
 f: 714.641.7190

**2025 SCHEDULE OF FEES**

<b>Task</b>	<b>Description</b>	<b>Fee</b>	<b>Unit</b>
<b>GEOTECHNICAL ENGINEERING &amp; REPORTS</b>			
42000	Soils Field Technician - non prevailing wage	\$105.00	hour
42100	LA City Deputy Grading Inspector - non prevailing wage	\$115.00	hour
60015	Staff Engineer	\$145.00	hour
60011	Project Engineer/Geologist	\$175.00	hour
60001	Principal Geotechnical Engineer/Geologist	\$238.00	hour
60050	Forensic / Expert Witness (4 hours minimum)	\$570.00	hour
44000	Laboratory Technician	\$100.00	hour
60100	Technical Word Processing/Drafting	\$115.00	hour
60200	Project Coordinator	\$97.00	hour
40061	Vehicle & Equipment	\$150.00	day
	Prevailing Wage - add per hour for all field, shop and batch plant work	\$34.00	hour
	Overtime - after 8 hrs M-F, Sat. 1 to 8 hrs	1.5x	hour
	Overtime - after 12 hrs M-F, Sat. after 8 hrs, Sundays & Holidays 1 to 8 hrs	2x	hour
40002	Pick up/Delivery M-F (Sat/Special Orders at 1.5x - Sun at 2x)	\$78.00	hour
90001	Final Geotechnical Compaction Report	\$2,000.00	min
00001	Hollow Stem Auger Drilling	\$8,000.00	day
40003	Soils Report	quotation	each
40004	Environmental Phase 1	quotation	each
40200	Outside services	+20%	
20600	Rush fee for general testing	50%	each
60205	Administration Fees and Report Distribution	6%	tll inv
<b>GEOTECHNICAL AND ASPHALT LABORATORY TESTING</b>			
30010	Absorption, Coarse (ASTM C128)	\$88.00	each
30015	Absorption, Fine (ASTM C128)	\$130.00	each
30025	Asphalt - Combined Marshall and Retained Stability	\$490.00	each
30030	Asphalt - Density and Thickness on Core Samples	\$98.00	each
30035	Asphalt - Extraction, % Asphalt	\$325.00	each
30040	Asphalt - Extraction, Gradation and % Asphalt	\$450.00	each
30050	Asphalt - Maximum Lab Density (Marshall or Hveem)	\$330.00	each
30055	Asphalt - Maximum Theoretical Unit Wt. (Rice Gravity) - ASTM D2041	\$225.00	each
30060	Asphalt - Mix Design by Marshall or Stabilometer Method	quotation	each
30065	Asphalt Concrete (Stability and Flow) ASTM D1559	\$374.00	each
30070	Atterberg Limits (ASTM D4318)	\$214.00	each
30075	California Bearing Ratio (ASTM D1883)	\$546.00	each
30080	Chloride	\$89.00	each
30085	Cleanness Value (Cal 227)	\$203.00	each
30090	Consolidation Test - (ASTM D2435)	\$260.00	each
30095	Consolidation Test - Time Rate per Load Increment	\$54.00	each
30100	Corrosivity (Sulfate, Cl, pH, Resistivity)	\$330.00	each
30110	Crushed or Flat & Elong. Part. (Cal 205 or ASTM D4791 or C119)	\$291.00	each
30120	Direct Shear Test (Remolded) - Fast (excluding max)	\$320.00	each



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## 2025 SCHEDULE OF FEES

Task	Description	Fee	Unit
30125	Direct Shear Test (slow/Residual)	\$410.00	each
30130	Direct Shear Test (undisturbed)	\$265.00	each
30135	Durability of Aggregates	\$322.00	each
30145	Expansion Index (2.5" or 4") - UBC 18-2, ASTM D4829	\$214.00	each
30150	Los Angeles Rattler (ASTM C131)	\$244.00	each
30155	Maximum Density - A/B/C (ASTM D1557 or Cal 218)	\$229.00	each
30160	Moisture Content & Dry Density - Shelby	\$43.00	each
30165	Moisture Content (ASTM D2216)	\$21.00	each
30170	Moisture Content and Unit Weight	\$35.00	each
30175	Permeability	quotation	each
30180	pH	\$64.00	each
30185	Resistivity	\$152.00	each
30190	R-Value Soil (Cal 301)	\$374.00	each
30195	R-Value Aggregate Base (Cal 301 or ASTM 2844)	\$433.00	each
30200	Sand Equivalent (ASTM D2419 and Cal 217)	\$123.00	each
30205	Shrinkage Factors (ASTM D427)	\$146.00	each
30210	Sieve (200 wash)	\$108.00	each
30215	Sieve with Hydrometer (ASTM D422)	\$335.00	each
30220	Sieve without Hydrometer (ASTM C136)	\$163.00	each
30235	Specific Gravity, Bulk SSD, Coarse (ASTM C127)	\$114.00	each
30240	Specific Gravity, Fine (ASTM C128)	\$125.00	each
30245	Sulfate	\$96.00	each
30255	Triaxial	quotation	each
30260	Unconfined Compression (ASTM D2166)	\$183.00	each
30265	Unit Weight (ASTM C29)	\$74.00	each
10000	Concrete/Soil Cement compression tests (excludes sample pickup)	\$45.00	each

### GENERAL CONDITIONS:

Pricing, terms and general conditions as defined on this fee schedule will apply for the duration of the project with PW increase.  
 Minimum: 2 hours show-up if not canceled By 4pm day prior to arrival/4 hours if work performed/8 hours after 4 hours worked.  
 Mileage: When Mileage fees are applicable, they will be billed from office to project site and back.  
 Laboratory test rates do not include sampling time or costs of equipment to secure the samples.  
 The onsite general contractor will sign daily inspection reports/time tickets, acting as Owner's/Client's agent in approving all inspection time, including overtime, unless client submits alternative instructions in writing.  
 Parking to be furnished onsite. Fee parking will be charged at cost plus 3% handling  
 Cities requiring special inspector City permits: Permit and time to secure will be charged to project.  
 Client is to provide inspection staff with onsite workspace in office/trailer, project documents & access to telephone, fax, copier.  
 Client recognizes & agrees proposed/anticipated costs, budget estimates or the like are NOT guaranteed maximums, lump sums or NTE totals. TGR time on project is determined by contractors schedule.  
 Work is performed on Time and Material basis. Client will be invoiced for all work performed, not contract percentage.  
 Swing (2nd) and Graveyard (3rd) shift will be charged at regular rates plus 15% and 20% respectively.  
 GEO: 2-hour minimum for sample pick-up plus mileage.

**NOTE: Price list valid through December 31, 2025. Proposal valid for 90 days.**



# HILLTOP GEOTECHNICAL, INC.

## 2025 SCHEDULE OF FEES

### PERSONNEL CHARGES

Drafting .....	\$78.00/hr.
Certified Payroll .....	\$75.00/week
Word Processing/Clerical .....	\$78.00/hr.
Senior Engineer/Geologist .....	\$230.00/hr.
Project Engineer/Geologist Registered.....	\$200.00/hr.
Staff Engineer/Geologist Non-Registered .....	\$160.00/hr.
Engineer/Geologist Technician .....	\$100.00/hr.
Project Manager .....	\$150.00/hr.
Supervisor.....	\$145.00/hr.
Prevailing Wage - Inspector ICC *, **,*** .....	\$130.00/hr.
Prevailing Wage - Field Technician*,*** .....	\$130.00/hr.
Prevailing Wage - ACI Technician-Concrete*,*** .....	\$130.00/hr.
ICC Special Inspector ** .....	\$100.00/hr.
Engineering Field Technician (Soils and Materials) .....	\$100.00/hr.

\*Prevailing Wage California Labor code § 1720,et seq.

\*Prevailing Wage subject to Increase on July 1<sup>st</sup> to reflect DIR Rates.

\*\* Non-Destructive Ultra Sonic Testing surcharge \$12.00/hr.

\*\*\* Department of Industrial Relations, Registration No.: 100011968. Valid Through June 2024

### LABORATORY TESTING FEES\*\*\*\*

#### SOIL TESTING

Chloride Test, .....	\$115.00/ea.
Chunk Density & Moisture .....	\$30.00/ea.
Consolidation Testing	
a) Consolidation - full.....	\$225.00/ea.
b) Consolidation - Remold .....	\$68.00/ea.
c) Consolidation - Single Point .....	\$105.00/ea.
Corrosion Analysis Test (Ph Redox, Resistivity) .....	\$195.00/ea.
Direct Shear Testing	
a) Direct Shear - In-Situ (3 Point) .....	\$300.00/ea.
b) Direct Shear - Remold (3 Point) .....	\$350.00/ea.
Expansion Index Test .....	\$175.00/ea.
Compaction Curves	
4-inch mold (ASTM D1557, Method A or B 4" Mold) .....	\$250.00/ea.
6-inch mold (ASTM D1557, Method C 6" Mold) .....	\$250.00/ea.
Cal Trans 216 .....	\$250.00/ea.
Moisture Content Test .....	\$30.00/ea.
Organic Content Test .....	\$40.00/ea.
Permeability Test .....	Quote
Atterberg Limits Test .....	\$160.00/ea.
Resistance Value Test (R-value) .....	\$375.00/ea.
Resistivity .....	\$115.00/ea.



# 2025 SCHEDULE OF FEES

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Ring Moisture & Density Test .....	\$33.00/ea.
Sand Equivalent Test .....	\$125.00/ea.
Sieve Analysis Test - (Hydrometer) .....	\$225.00/ea.
Sieve Analysis Test - (Full) .....	\$160.00/ea.
Sieve Analysis Test - (-200) .....	\$120.00/ea.
Sulfate Test .....	\$85.00/ea.

## CONCRETE / MASONRY TESTING

Cylinder Compression Test .....	\$45.00/ea.
Cylinder Core, Charge.....	\$40.00/ea.
Cylinder Trim or Capping Charge .....	\$15.00/ea.
Grout/Mortar Compression Test .....	\$45.00/ea.
Masonry Prism Test .....	\$235.00/ea.
Length Change Test, Hardened Hydraulic-Cement Mortar and Concrete ASTM C157 .....	\$800.00/ea.

## ASPHALT TESTING

Asphalt Content - Ignition Oven Premixed AC Sample (CT382).....	\$225.00/ea.
Asphalt Content / Gradation - Ignition Oven Premixed AC Sample (CT202, CT382) .....	\$280.00/ea.
Hveem Specific Gravity / Stability Value, Premixed AC Sample (CT308, CT366) .....	\$280.00/ea.
Hveem Stability Value - Premixed AC Sample (CT366) .....	\$200.00/ea.
Hveem Specific Gravity / Stability Value (Rubberized Asphalt) Premixed AC Sample (CT308, CT366) .....	\$275.00/ea.
Hveem Stability Value (Rubberized Asphalt) Premixed AC Sample (CT366) .....	\$275.00/ea.
Specific Gravity of Hveem or Core Sample -Uncoated (CT308) .....	\$90.00/ea.
Specific Gravity of Hveem or Core Sample -Coated (CT308) .....	\$115.00/ea.
Determination of Correction Factor for Specific Mix Design .....	\$300.00/ea.

## AGGREGATE TESTING

Specific Gravity and Absorption - Coarse Aggregate (ASTM C127) .....	\$140.00/ea.
Specific Gravity and Absorption - Fine Aggregate (ASTM C128) .....	\$200.00/ea.
Sodium or Magnesium Sulfate Soundness Fine or Coarse Aggregate (ASTM C88), per fraction .....	\$235.00/ea.
Los Angeles Abrasion - Small Size Coarse Aggregate (ASTM C131) .....	\$275.00/ea.
Los Angeles Abrasion - Large Size Coarse Aggregate (ASTM C535) .....	\$300.00/ea.
Durability Index Fine or Coarse Aggregate (Calif 229).....	\$400.00/ea.
Potential Reactivity of Aggregate - Chemical Method (ASTM C289) .....	\$440.00/ea.

# 2025 SCHEDULE OF FEES

## LABORATORY TESTING FEES, (continued)

Petrographic Examination Fine to Coarse	
Method (ASTM C295) each (Plus Thin-Sections).....	\$2,100.00/ea.
Gradation of Aggregates (ASTM C136) (Calif 202)	
Fine Aggregate Dry Sieve .....	\$125.00/ea.
Fine Aggregate Washed Sieve .....	\$150.00/ea.
Coarse Aggregate Dry sieve .....	\$150.00/ea.
Coarse Aggregate Washed Sieve .....	\$165.00/ea.
Combined Aggregate Dry Sieve .....	\$175.00/ea.
Combined Aggregate Washed sieve .....	\$230.00/ea.
Material Finer than #200 Sieve (ASTM C117).....	\$125.00/ea.
Sand Equivalent Test (ASTM D2419) (Calif 217).....	\$130.00/ea.
Flat and Elongated Particles (ASTM D4791) .....	\$225.00/ea.
Clay Lumps and Friable Particles (ASTM C142) .....	\$125.00/ea.
Lightweight Particles (ASTM C123)	
Coat / Lignite (sp gr = 2.00).....	\$115.00/ea.
Chert (sp gr = -2.4) .....	\$120.00/ea.
Organic Impurities in Fine Aggregate (ASTM C40).....	\$100.00/ea.
Cleanness Value (Calif 227) .....	\$200.00/ea.
Unit Weight / Calculated Voids (Fine / Coarse / Mixed Aggregates ) (ASTM C29) .....	\$175.00/ea.
Resistance Value Test (R-Value) (Calif 301)	
Aggregate Base Material. ....	\$350.00/ea.
Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method) (ASTM C227). ....	Quote
Potential Volume Charge of Cement-Aggregate Combination (ASTM C342).....	Quote
Potential Reactivity Rock Cylinder Method (ASTM C586).....	Quote
Length Change Due to Alkali-Carbonate Reactivity (ASTM C1105) .....	Quote
Potential Reactivity Mortar Bar (ASTM C1260).....	Quote
Potential Expansion of Aggregates from Hydration (ASTM D4792).....	Quote
Aggregate Sampling, Staff Geologist / Engineer (Portal to Portal), per hour .....	\$160.00/hr.
Shipping.....	Cost Plus 20%

\*\*\*\*1.5X Surcharge on rush turn-around for laboratory testing.

## EQUIPMENT USAGE/RENTAL CHARGES

Core Drilling Bit Wear Charge. ....	\$10.00/core
Pachometer Reinforcement Locator .....	\$50.00/day

# 2025 SCHEDULE OF FEES

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## MINIMUM CHARGES

Engineering Technician .....	4 hours
ICC Special Inspector .....	4 hours
All Inspection Beyond 4 hours .....	8 hours
Show Up and No Testing or Inspection .....	2 hours
Cancellation of Work After 3:00 pm or same day .....	2 hours
Expedite of Scheduling After 3:00 pm or same day .....	1.5 x hr. rate

## SHIFT DIFFERENTIAL

Second Shift (2PM-12PM) .....	12.50/hr.
Third Shift (10PM-8AM) .....	18.00/hr.

## MILEAGE/TOLL ROAD FEES

Vehicle Mileage.....	\$0.85/mile
Toll Road Charges .....	Invoiced at Cost, plus 20%

## OVERTIME

Overtime at the rate of 1.5 times the applicable hourly rate will be charged for any time more than 8 hours and less than 12 hours in any one day, Monday through Friday, and time before 6:00 a.m. or after 6:00 p.m. and for Saturday work up to 8 hours. Work performed in excess of 12 hours on Monday through Friday, in excess of 8 hours on Saturday, and all work on Sundays or Company recognized Holidays will be charged at 2.0 times the applicable hourly rate.

## COMPANY RECOGNIZED HOLIDAYS

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veteran's Day	

## WET SIGNED HARD COPY REPORTS

Reports will be charged at the rate of 60¢ per sheet copied, plus the cost of plan production.

## OUTSIDE SERVICES

Professional services, equipment, or tests not provided by **Hilltop Geotechnical, Inc.** and any unusual items of expense not customarily incurred in our normal operations will be charged at cost plus 15 percent.



**F. PROPOSAL RATES**

**2025 SCHEDULE OF FEES – RV25**

Rates will increase by 3% at the start of each year, rounded up to the nearest dollar, for the duration of the contract.

**Professional Services**

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher.....	\$100/hr
Engineering Assistant/Lab Technician.....	\$100/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill) .....	*\$90/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.).....	*\$95/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*\$115/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*\$130/hr
Staff Engineer/Geologist.....	*\$130/hr
Senior Staff Engineer/Geologist.....	*\$140/hr
Project Engineer/Geologist.....	*\$150/hr
Senior Project Engineer/Geologist.....	*\$160/hr
Senior Engineer/Geologist.....	*\$175/hr
Associate Engineer/Geologist.....	*\$200/hr
Principal Engineer/Geologist/Litigation Support .....	\$400/hr
Attorney Fees (General).....	\$500/hr
Deposition or Court Appearance .....	\$550/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate .....	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)	
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)	

\*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$55/hr

**Travel**

Personnel .....	Regular Hourly Rate
Subsistence (Per Diem) .....	Quote Based on Location
Vehicle Mileage .....	0.75/mile

**Equipment, Materials**

Nuclear Density Gauge/Sand Cone Testing Equipment .....	*\$10/hr	Dynamic Cone Penetrometer .....	\$250/day
Vehicle .....	*\$10/hr	Generator or Air Compressor .....	\$200/day
Special Inspection Equipment .....	*\$10/hr	Hand-Auger .....	\$50/day
Pick-up Truck .....	\$175/day	Lath Bundle .....	\$100/ea
55-Gallon Drum .....	\$75/ea	Manometer .....	\$200/day
AC Cold Patch .....	\$50/bag	Mobile Laboratory with Lab Technician .....	\$1,900/day
Gravel .....	\$50/bag	Perforated 3" PVC Pipe .....	\$55/10ft
Quick Set PCC Patch .....	\$50/bag	Sand Cone Testing Equipment .....	\$10/hr
Sand .....	\$50/bag	Schmidt Hammer .....	\$100/day
GPS Unit .....	\$200/day	Soil Sample Tube .....	\$15/ea
Battery-Powered Pump .....	\$100/day	Temp Marking Paint .....	\$20/can
Coring Machine (concrete, asphalt, masonry) .....	\$350/day	Water Buffalo .....	\$100/ea
Double Ring Infiltrometer .....	\$250/day	Water Level Indicator .....	\$75/day
Drive-Tube Sampler .....	\$75/day		

## Laboratory Tests\*

### COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold .....	\$300/ea
(D698/D1557/T99/T108) 6-inch mold .....	\$300/ea
(CT 216) California Impact .....	\$300/ea
Check Point .....	\$125/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) .....	\$200/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) .....	\$75/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) .....	\$350/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) .....	\$125/ea

### SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value .....	\$350/ea
(D2844/CT301) Resistance Value, Treated .....	\$350/ea
(D1883) California Bearing Ratio .....	\$600/ea
(C977) Stabilization Ability of Lime .....	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) .....	600/ea

### CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity .....	\$175/ea
(D4972/T289) pH Only .....	\$75/ea
(CT417) Sulfate Content .....	\$125/ea
(CT422) Chloride Content .....	\$125/ea
(D2974) Organic Content .....	\$100/ea

### PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall .....	\$270/ea
(D5856) Permeability, Rigid Wall .....	\$260/ea
(D2434) Permeability, Constant Head .....	\$280/ea
(D2434) Permeability, FHA Slab-on-Grade .....	\$110/ea
(D2434) Permeability, Hourly .....	\$55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload) .....	\$400/ea
(D2435/T216) Consolidation Additional Point w/ Unload .....	\$90/ea
(D4546) Swell/Compression Testing & Density .....	\$125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) .....	\$85/ea
(D4546) Swell/Settlement Testing & Density (County) .....	\$100/ea
(D4546) Swell/Settlement Testing & Density (FHA) .....	\$90/ea
(D4829) Expansion Index of Soils .....	\$250/ea

### STEEL TESTING

#### Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller .....	\$100/ea
#14 Bar .....	\$125/ea
#18 Bar (Proof Test) .....	\$150/ea
(A370) Bend Test	
#11 Bar & Smaller .....	\$50/ea
#14 & #18 Bar .....	\$75/ea
(A370) Tensile - Mechanically Spliced Bar	
#11 Bar & Smaller .....	\$175/ea
#14 Bar & Larger .....	\$225/ea
(A370) Tensile – Electric Resist. Butt Splice w/ Control .....	\$175/ea
(A370) Straightening of bar (if required) .....	\$50/ea

#### Structural Steel Tests:

(A370) Machining & Prep of Test Specimen .....	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs .....	\$125/ea
200,000 – 300,000 lbs .....	\$150/ea
300,000 – 400,000 lbs .....	\$175/ea

#### Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire .....	\$175/ea
(A416) Tensile Strength, 7-Wire Strand .....	\$200/ea

### SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve .....	\$250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash .....	\$175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash .....	\$150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash .....	\$125/ea
(C117/D1140/T11) Materials Finer than #200 .....	\$115/ea
(D2216/T265/CT226) Moisture Content .....	\$40/ea
(D2487/D2488) Visual Soil Classification .....	\$40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method .....	\$50/ea
(D4943) Shrinkage Factors of Soils, Wax Method .....	\$75/ea
(C131/C535/CT211) L.A. Abrasion Resistance .....	250/ea
(C142/T112) Clay Lumps and Friable Particles .....	155/ea

### SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles .....	\$250/ea
(D3744/CT229/T210) Durability Index Fine .....	\$200/ea
(D3744/CT229/T210) Durability Index Coarse .....	\$200/ea
(CT227) Cleanness Value .....	\$200/ea
(D4791) Flat & Elongated Particles .....	\$175/ea
(D693/CT205) Percent Crushed Particles .....	\$200/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate .....	\$200/ea
(C40/CT213/T21) Organic Impurities .....	\$100/ea
(C235) Soft Hardness (Scratch Hardness) .....	\$125/ea
(C88/CT214/T104) Sulfate Soundness .....	\$500/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate .....	\$175/ea
(C127/CT206/T85) Coarse Specific Gravity .....	\$150/ea
(C128/CT207/T84) Fine Specific Gravity .....	\$175/ea
(D854/CT209/T100) Specific Gravity of Soil .....	\$200/ea
(C29/CT212/T19) Unit Weight & Percent Voids .....	\$125/ea
(D2419/CT217/T176) Sand Equivalent .....	\$150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) .....	\$250/ea
(D4318/CT204/T89) Liquid Limit .....	\$125/ea
(D4318/CT204/T90) Plastic Limit .....	\$125/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete .....	Quote

### SHEAR STRENGTH

(D2166) Unconfined Compression .....	\$100/ea
(D3080/T236) Direct Shear (3 points) .....	\$350/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass .....	\$125/ea
(D2850) Unconsolidated-Undrained Triaxial Shear .....	\$115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged .....	\$160/ea
(D4767) Consolidated-Undrained Triaxial Shear .....	\$265/ea
(D4767) Consolidated-Undrained Triaxial Staged .....	\$340/ea
(EM1110) Consolidated-Drained Triaxial Shear .....	\$375/ea
(EM1110) Consolidated-Drained Triaxial Staged .....	\$480/ea

### MASONRY\*\*

#### Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption .....	\$350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) ..	\$125/ea
(C140) Compression Test .....	\$300/ea
(C140) Compression Test (ea. addtl. specimen) .....	\$125/ea
(C426) Linear Drying Shrinkage .....	\$350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4") .....	\$30/ea
(C942) Grout Prism (3"x3"x6"), trimming included .....	\$35/ea

#### Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16" .....	\$200/ea
(C1314) 8"x16"x16" – 10"x12"x16" .....	\$225/ea
(C1314) 12"x12"x16" – 12"x16"x16" .....	\$250/ea
(C1314) Larger than 12"x16"x16" .....	Quote

**Laboratory Tests\* (continued)**

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts.....	\$100/ea
(A563) Proof Load Test on Nuts.....	\$100/ea
(A325/A490) Hardness Test on Bolts.....	\$50/ea
(A536) Hardness Test on Nuts.....	\$50/ea
(F436) Hardness Test on Washers.....	\$50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination.....	Quote
Machining & Prep of Test Specimen.....	Cost + 20%
(E381) Macrotech Test (3 Faces).....	\$355

**ASPHALT TESTING**

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA.....	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM).....	\$225/ea
(D2041) Theoretical Max Specific Gravity.....	\$200/ea
(D5444) Sieve Analysis of Extracted Asphalt.....	\$250/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	\$175/ea
(D1188) Unit Weight of Asphalt Core.....	\$95/ea

**MISCELLANEOUS TESTING SERVICES**

Calibration of Hydraulic Ram:

100 Ton & Under.....	\$250/ea
101 Tons – 200 Tons.....	\$350/ea

Use of Universal Testing Machine:

UTM with One Operator.....	\$400/ea
Additional Technician.....	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness.....	\$125/ea
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Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water.....	\$250/set
(C67) 5-Hour Absorption, Boiling Water.....	\$250/set
(C67) Compression Test or Modulus of Rupture.....	\$300/set
(C67) Each Additional Specimen.....	\$100/ea

**CONCRETE\*\***

Mix Designs:

(ACI211/ACI214) Concrete Mix Design.....	\$450/ea
(ACI211/ACI214) Review of Concrete Mix Design.....	\$450/ea
(C192) Concrete Trial Mix (includes equipment & labor).....	\$650/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core.....	\$60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam.....	\$125/ea
(C174) Length Measuring of Drilled Cores.....	\$100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....	\$350/set
(C1140) Shotcrete Panel (each addtl. specimen).....	\$125/ea
(C496) Static Modulus of Elasticity.....	\$250/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days).....	\$650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.....	\$95/ea
(F1869) Vapor Emission Rate, Concrete Subfloor.....	\$50/ea

**\*2X Surcharge on rush turn-around for laboratory testing.**

**\*\*Fee applies for sample storage, testing, or disposal.**

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.*
2. *Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*
3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.*
4. *Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.*
5. *Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*
6. *Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*
7. *Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

## Geotechnical Proposal Rates

### 1. PROFESSIONAL SERVICES

TITLE	UNIT PRICE
Senior Principal	\$325 /hour
Principal	\$300 /hour
Senior Consultant	\$290 /hour
Senior Engineer / Geologist / Geophysicist	\$250 /hour
Senior Project Manager	\$225 /hour
Project Manager	\$190 /hour
Project Engineer / Geologist / Geophysicist	\$185 /hour
Assistant Project Manager	\$170 /hour
Field Supervisor	\$165 /hour
Senior Staff Engineer / Geologist / Geophysicist	\$160 /hour
Senior GIS Analyst	\$155 /hour
Project Field Manager	\$150 /hour
Staff Engineer / Geologist / Geophysicist	\$145 /hour
Staff Engineer / Geologist / Geophysicist- Prevailing Wage	\$195 /hour
CAD Operator	\$130 /hour
Field Engineer / Geologist / Geophysicist	\$130 /hour
Field Engineer / Geologist / Geophysicist- Prevailing Wage	\$185 /hour
Assistant Engineer / Geologist / Geophysicist	\$120 /hour
Assistant Engineer / Geologist / Geophysicist - Prevailing Wage	\$185 /hour
Construction Inspector	\$135 /hour
Construction Inspector - Prevailing Wage	\$185 /hour
Technician V (4 hour minimum)	\$140 /hour
Technician V - Prevailing Wage (4 hour minimum)	\$195 /hour
Technician IV - Prevailing Wage (4 hour minimum)	\$189 /hour
Technician IV (4 hour minimum)	\$130 /hour
Technician III (4 hour minimum)	\$120 /hour
Technician III - Prevailing Wage (4 hour minimum)	\$189 /hour
Technician II (4 hour minimum)	\$110 /hour
Technician II - Prevailing Wage (4 hour minimum)	\$185 /hour
Technician I (4 hour minimum)	\$100 /hour
Technician I - Prevailing Wage (4 hour minimum)	\$185 /hour
Clerical / Administrative Staff / Senior Administrative Staff / Project Coordinator	\$103 /hour

\*An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized holidays.

Note: Deposition or court testimony at a minimum of 1.75 times the regular rate-minimum of \$250/hr.



# Geotechnical Proposal Rates

## 2. DRILLING

Mobilization of equipment and personnel - With-in 50 miles	\$650 /minimum
Support Vehicle	\$250 /day
Difficult Moving	\$350 /hour
Shelby Tube Samples	\$55 /sample

### **Hourly charge for field personnel and drilling equipment**

Drilling w/truck-mount rig with two persons	\$350 /hour
Drilling w/truck-mount rig with two persons (Overtime)	\$450 /hour
Drilling w/track-mount & ATV rig with two persons	\$375 /hour
Drilling w/track-mount & ATV rig with two persons (Overtime)	\$475 /hour
Drill crew (2-man) surcharge for Davis Bacon or CA Prevailing wages	\$200 /hour
Cost of special equipment for moving drilling equipment about site or for permits	Cost Plus 15%

### **Miscellaneous items, client delay, stand-by time**

Truck-mount	\$300 /hour
Track-mount & ATV	\$400 /hour
Well point installation in drilled borehole, installing pipe plus Perforated pipe (3" max size) does not include drilling hole	\$375 /hour \$21 /ft
Additional charge for surface protector pipe, cap, and pad	\$600 /minimum
Grouting, cement-bentonite	\$25 /ft
Borehole backfill, bentonite chips	\$18 /ft

## 3. INSITUTESTING (Cone Penetration, Dilatometer and Vane Shear Testing)

Mobilization of equipment and personnel - CPT Rig (4.85/mile each way)	\$800 /day minimum
Hourly charge for operator and equipment*	\$450 /hour
* Note - Standby for client delay or difficult access greater than ½ hour per test location 4-hour minimum	

### **Electronic Cone Penetration Testing (CPT)**

CPTU (with pore pressure)	\$20 /ft
Seismic Tests at 5 ft intervals	\$65 /test
Pore pressure dissipation testing	\$340 /hour
In-Situ Vane Shear Testing (VST-direct push, 3" x 6" vane)	\$350 /hour
Dilatometer Testing (DMT) tests at 1-foot intervals	\$35 /ft

### **Data Reduction**

CPT sounding	\$125 /each
DMT sounding	\$160 /each
VST test	\$40 /test





# Geotechnical Proposal Rates

## 4. GEOPROBE SYSTEM

Mobilization of equipment and personnel - GeoProbe (3.76/mile each way)	\$750 /day
Direct Push only, 8-hr day	\$3,900 /day
Consumable Geoprobe® Supplies	Cost Plus 15%
Excess of 8-hrs, Standby/Client Delay Time - machine and operators	\$390 /hour

## 5. EQUIPMENT RENTAL (Personnel Time Not Included)

Nuclear Density and Moisture Measuring Equipment	\$20 /test
Porosity	\$212 /test
Pin Hole Dispersion	\$309 /test
With Remolding of Sample	\$340 /test
Sand Equivalent	\$232 /test
Soil Thermal Resistivity - 4-point Dry Out Curve	\$1,250 /test
Additional Points	\$250 /point

### **Consolidation**

Constant Rate of Strain Consolidation, 2.5" diameter - ASTM D4186	\$670 /test
Includes duration of 4 days, each additional day	
Incremental Consolidation, 2.5" diameter - ASTM D2435 (Regular Load Increment to 16 TSF)	\$644 /test
Each additional Unloaded-Reload Cycle	\$103 /cycle
Each additional Unloaded-Reload Cycle	\$397 /test
Swell Test ASTM D4546 Method A, per specimen (requires 4 minimum)	\$284 /test
Swell Test ASTM D4546 Method B, per specimen	\$284 /test
Swell Test ASTM D4546 Method C, per specimen	\$438 /test

### **Shear Strength**

Unconfined Compression, ASTM D2166	\$155 /test
With Stress-Strain Curve	\$155 /each
Calibrated Hand Penetrometer or Torvane	\$26 /each
Direct Shear FAST (cohesionless)	\$309 /point
Direct Shear SLOW (cohesive)	\$387 /point
Standard Sample Preparation	\$98 /sample
Preparation on remolding for difficult samples	\$103 /hour
Unconfined Compression on Cured Proctor Sample with Fly Ash	\$129 /test

### **Triaxial Compression**

Unconsolidated Undrained Triaxial (per Confining Stress)	\$217 /each
Consolidated Undrained Triaxial (per Confining Stress)	\$423 /each
Consolidated Drained Triaxial (per Confining Stress) *Note: Normally requires three	\$464 /each



## Geotechnical Proposal Rates

Preparation of Remolded Samples \$103 /hour

Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request

### **Compaction and Density**

Laboratory CBR (does not include maximum density)	\$450 /test
R-Value (ASTM D-2844)	\$400 /each
Modified Proctor (ASTM D 1557)	\$300 /test
Standard Proctor (ASTM D 698)	\$250 /test
Relative Density (ASTM D 4253 & D 4254 wet or dry method)	\$464 /each
Standard Proctor with Fly Ash (2 hour Delay)	\$273 /each
Harvard Miniature	\$258 /each
Field CBR * Additional charge for Coarse Aggregate Correction	\$52 /each

### **Permeability**

Constant Head Permeability Test (ASTM D2434)	\$243 /test
Falling Head Permeability Test (ASTM D5084)	\$325 /each
Preparation of Remolded Samples	\$52 /each

### **Chemical Tests**

pH (By meter)	\$52 /each
Electrical Conductivity by Miller box	\$150 /each
Chloride Concentration	\$98 /each
Soluble Sulfate	\$114 /each
Cation Exchange Capacity of Soil	\$165 /each

## 6. ROCK LABORATORY TESTING

ASTM D 7012 Triaxial Compression, Method A (per confining stress)	\$397 /each
ASTMD7012ElasticModuliinTriaxialCompression, Method B (per confining stress)	\$531 /each
ASTM D 7012 Uniaxial Compression Test, Method C	\$289 /each
ASTM D 7012 Elastic Moduli in Uniaxial Compression, Method D	\$407 /each
ASTM D 3967 Indirect Brazilian Tensile Test	\$109 /each
ASTM D 4644 Slake Durability Index	\$206 /each
ASTM D 5607 Direct Shear Intact Rock (per normal stress)	\$387 /each
ASTM D 5607 Direct Shear at Discontinuity (3 normal stresses)	\$1,159 /each
ASTM D 5607 Direct Shear Saw Cut (3 normal stresses)	\$1,159 /each
ASTM D 5607 Direct Shear Intact Rock with Residual Cycles (3 normal stresses)	\$1,261.75 /each
ASTM D 5731 Point Load Axial Diametrical	\$98 /each
Difficult Sample Preparation	\$103 /hour





## Proposal Rates

<u>PROFESSIONAL CHARGES</u>	<u>RATES</u>
Principal Engineer / Geologist	\$200.00/hr.
Project Engineer / Geologist	\$175.00/hr.
Staff Engineer / Geologist – Prevailing Wage*	\$140.00/hr.
Staff Engineer / Geologist – Non-prevailing Wage	\$110.00/hr.
Construction Inspector – Prevailing Wage*	\$160.00/hr.
Construction Inspector – Non-Prevailing Wage	\$99.00/hr.
Materials Testing Technician – Prevailing Wage*	\$155.00/hr.
Materials Testing Technician – Non-prevailing Wage	\$99.00/hr.
Laboratory Technician	\$90.00/hr.
Drafting	\$85.00/hr.
Clerical	\$85.00/hr.

<u>LABORATORY AND EQUIPMENT CHARGES</u>	<u>RATES</u>
Asphalt Concrete Bitumen Content (ASTM D6307, CTM 382)	\$125.00 ea.
Asphalt Concrete Hveem Maximum Density (STM 304, 308)	\$180.00 ea.
Compressive Strength, Concrete (ASTM C39) (samples cured and/or tested)	\$25.00 ea.
Compressive Strength, Masonry/Grout (ASTM C39)	\$35.00 ea.
Consolidation, Including Soil Collapse (ASTM D2435)	\$250.00 ea.
Liquid Limit, Plastic Limit and Plasticity Index (ASTM D4318)	\$150.00 ea.
Maximum Density / Optimum Moisture (ASTM D1557, CTM 216)	\$180.00 ea.
R-value (ASTM D2844, CTM 301)	\$350.00 ea.
Sand Equivalent (ASTM D2419, CTM 217)	\$80.00 ea.
Sieve Analysis – (ASTM D6913/C136, CTM 202)	\$145.00 ea.
Density and Moisture Content – (ASTM D2937, D2216)	\$30.00 ea.
Direct Shear Strength – (ASTM D3080)	\$250.00 ea.
Corrosion (pH, Restively, Soluble Sulfate, Chlorides)	\$175.00 ea.
Expansion Index (ASTM D4829)	\$150.00 ea.
Outside Services (Drilling, Backhoe, Coring, Geophysical Services, etc.)	Cost plus 20%
Vehicle with Testing Equipment	\$25.00/hr.

\*Services are subject to payment of prevailing wages which are determined annually by the California Department of Industrial Relations.

## 4F. PROPOSED RATES

### 2025 SCHEDULE OF FEES

#### PERSONNEL CHARGES

Drafting.....	\$78.00/hr.
Certified Payroll .....	\$75.00/week
Word Processing/Clerical .....	\$78.00/hr.
Senior Engineer/Geologist.....	\$230.00/hr.
Project Engineer/Geologist Registered .....	\$200.00/hr.
Staff Engineer/Geologist Non-Registered.....	\$160.00/hr.
Engineer/Geologist Technician.....	\$100.00/hr.
Project Manager .....	\$150.00/hr.
Supervisor.....	\$145.00/hr.
Inspector ICC .....	\$130.00/hr.
Field Technician .....	\$130.00/hr.

#### LABORATORY SERVICES

##### SOIL TESTING

Chloride Test,.....	\$115.00/ea.
Chunk Density & Moisture.....	\$30.00/ea.
Consolidation Testing	
a) Consolidation - full .....	\$225.00/ea.
b) Consolidation - Remold .....	\$68.00/ea.
c) Consolidation - Single Point.....	\$105.00/ea.
Corrosion Analysis Test (Ph Redox, Resistivity).....	\$195.00/ea.
Direct Shear Testing	
a) Direct Shear - In-Situ (3 Point) .....	\$300.00/ea.
b) Direct Shear - Remold (3 Point).....	\$350.00/ea.
Expansion Index Test .....	\$175.00/ea.
Compaction Curves	
4-inch mold (ASTM D1557, Method A or B 4" Mold) .....	\$250.00/ea.
6-inch mold (ASTM D1557, Method C 6" Mold).....	\$250.00/ea.
Cal Trans 216 .....	\$250.00/ea.
Moisture Content Test .....	\$30.00/ea.
Organic Content Test.....	\$40.00/ea.
Permeability Test.....	Quote
Atterberg Limits Test.....	\$160.00/ea.
Resistance Value Test (R-value) .....	\$375.00/ea.
Resistivity .....	\$115.00/ea.

## 4F. PROPOSED RATES (CONT.)

### 2025 SCHEDULE OF FEES

Ring Moisture & Density Test .....	\$33.00/ea.
Sand Equivalent Test .....	\$125.00/ea.
Sieve Analysis Test - (Hydrometer) .....	\$225.00/ea.
Sieve Analysis Test - (Full) .....	\$160.00/ea.
Sieve Analysis Test - (-200).....	\$120.00/ea.
Sulfate Test.....	\$85.00/ea.
<b>CONCRETE / MASONRY TESTING</b>	
Cylinder Compression Test.....	\$45.00/ea.
Cylinder Core, Charge .....	\$40.00/ea.
Cylinder Trim or Capping Charge.....	\$15.00/ea.
Grout/Mortar Compression Test.....	\$45.00/ea.
Masonry Prism Test .....	\$235.00/ea.
Length Change Test, Hardened Hydraulic-Cement Mortar and Concrete ASTM C157 .....	\$800.00/ea.
<b>ASPHALT TESTING</b>	
Asphalt Content - Ignition Oven Premixed AC Sample (CT382).....	\$225.00/ea.
Asphalt Content / Gradation - Ignition Oven Premixed AC Sample (CT202, CT382) .....	\$280.00/ea.
Hveem Specific Gravity / Stability Value, Premixed AC Sample (CT308, CT366) .....	\$280.00/ea.
Hveem Stability Value - Premixed AC Sample (CT366) .....	\$200.00/ea.
Hveem Specific Gravity / Stability Value (Rubberized Asphalt) Premixed AC Sample (CT308, CT366) .....	\$275.00/ea.
Hveem Stability Value (Rubberized Asphalt) Premixed AC Sample (CT366).....	\$275.00/ea.
Specific Gravity of Hveem or Core Sample -Uncoated (CT308) .....	\$90.00/ea.
Specific Gravity of Hveem or Core Sample -Coated (CT308) .....	\$115.00/ea.
Determination of Correction Factor for Specific Mix Design.....	\$300.00/ea.
<b>AGGREGATE TESTING</b>	
Specific Gravity and Absorption - Coarse Aggregate (ASTM C127) .....	\$140.00/ea.
Specific Gravity and Absorption - Fine Aggregate (ASTM C128) .....	\$200.00/ea.
Sodium or Magnesium Sulfate Soundness Fine or Coarse Aggregate (ASTM C88), per fraction .....	\$235.00/ea.
Los Angeles Abrasion - Small Size Coarse Aggregate (ASTM C131) .....	\$275.00/ea.
Los Angeles Abrasion - Large Size Coarse Aggregate (ASTM C535) .....	\$300.00/ea.
Durability Index Fine or Coarse Aggregate (Calif 229).....	\$400.00/ea.
Potential Reactivity of Aggregate - Chemical Method (ASTM C289).....	\$440.00/ea.

## 4F. PROPOSED RATES (CONT.)

### 2025 SCHEDULE OF FEES

#### LABORATORY SERVICES (continued)

Petrographic Examination Fine to Coarse Method (ASTM C295) each (Plus Thin-Sections) .....	\$2,100.00/ea.
Gradation of Aggregates (ASTM C136) (Calif 202)	
Fine Aggregate Dry Sieve .....	\$125.00/ea.
Fine Aggregate Washed Sieve.....	\$150.00/ea.
Coarse Aggregate Dry sieve .....	\$150.00/ea.
Coarse Aggregate Washed Sieve .....	\$165.00/ea.
Combined Aggregate Dry Sieve.....	\$175.00/ea.
Combined Aggregate Washed sieve.....	\$230.00/ea.
Material Finer than #200 Sieve (ASTM C117).....	\$125.00/ea.
Sand Equivalent Test (ASTM D2419) (Calif 217) .....	\$130.00/ea.
Flat and Elongated Particles (ASTM D4791).....	\$225.00/ea.
Clay Lumps and Friable Particles (ASTM C142) .....	\$125.00/ea.
Lightweight Particles (ASTM C123)	
Coat / Lignite (sp gr = 2.00).....	\$115.00/ea.
Chert (sp gr = -2.4) .....	\$120.00/ea.
Organic Impurities in Fine Aggregate (ASTM C40) .....	\$100.00/ea.
Cleanness Value (Calif 227) .....	\$200.00/ea.
Unit Weight / Calculated Voids (Fine / Coarse / Mixed Aggregates) (ASTM C29).....	\$175.00/ea.
Resistance Value Test (R-Value) (Calif 301)	
Aggregate Base Material.....	\$350.00/ea.
(Portal to Portal), per hour .....	\$160.00/hr.
Shipping .....	Cost Plus 20%
****1.5X Surcharge on rush turn-around for laboratory testing.	

#### EQUIPMENT USAGE/RENTAL CHARGES

Core Drilling Bit Wear Charge.....	\$10.00/core
Pachometer Reinforcement Locator .....	\$50.00/day
Nuclear Gauge.....	\$75.00/day

## 4F. PROPOSED RATES (CONT.)

### 2025 SCHEDULE OF FEES

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#### MINIMUM CHARGES

Engineering Technician.....	4 hours
ICC Special Inspector.....	4 hours
All Inspection Beyond 4 hours.....	8 hours
Show Up and No Testing or Inspection.....	2 hours
Work Cancellation After 3:00 pm or same day.....	2 hours
Expedite of Scheduling After 3:00 pm or same day.....	..1.5 x hr. rate

#### SHIFT DIFFERENTIAL

Second Shift (2PM-12PM).....	12.50/hr.
Third Shift (10PM-8AM).....	18.00/hr.

#### MILEAGE/TOLL ROAD FEES

Vehicle Mileage.....	\$0.85/mile
Toll Road Charges.....	Invoiced at Cost, plus 20%

#### OVERTIME

Overtime at the rate of 1.5 times the applicable hourly rate will be charged for any time, more than 8 hours and less than 12 hours in any one day, Monday through Friday, and time before 6:00 a.m. or after 6:00 p.m. and for Saturday work up to 8 hours. Work performed in excess of 12 hours on Monday through Friday, in excess of 8 hours on Saturday, and all work on Sundays or Company recognized Holidays will be charged at 3.0 times the applicable hourly rate.

#### OUTSIDE SERVICES

Professional services, equipment, or tests not provided by **KOURY** and any unusual items of expense not customarily incurred in our normal operations will be charged at cost plus 15 percent.

**2025 AMENDED BILLING RATE SCHEDULE (Verdantas West)**

<u>Professional Services</u>	<u>Hourly Rate</u>	<u>Support Cont'd</u>	<u>Hourly Rate</u>
Senior Consultant I, Associate	\$245.00	Administrative//Technical	\$90.00
Senior Consultant II, Principal	\$280.00	Editor/ Project Coordinator I	
Senior Consultant III, Sr. Principal	\$330.00	Administrative//Technical	\$120.00
Project Manager	\$205.00	Editor/Project Coordinator II	
Senior Project Manager	\$230.00	Operations / Laboratory Manager	\$195.00
		Field/Lab Supervisor	\$155.00
Staff Engineer/Scientist/Geologist	\$160.00		
Senior Staff Engineer/Scientist/Geologist	\$175.00	<u>CAD/GIS/Data Management</u>	<u>Hourly Rate</u>
Project Engineer/Scientist/Geologist	\$205.00	CAD Designer I	\$145.00
Senior Engineer/Scientist/Geologist	\$230.00	CAD Designer II	\$160.00
		Project Designer	\$165.00
<u>Support</u>	<u>Hourly Rate</u>	Senior Project Designer	\$185.00
Field/Lab Technician I	\$95.00	CAD Technician I	\$125.00
Field/Lab Technician II/Special Inspector	\$105.00	CAD Technician II	\$140.00
Field/Lab Technician III/Special Inspector II	\$115.00	CAD Technician III	\$150.00
Senior Technician/Senior Special Inspector	\$125.00		
Source Inspector	\$155.00	GIS Analyst I	\$150.00
System Operation & Maintenance Specialist	\$165.00	GIS Analyst II	\$160.00
Non-Destructive Testing (NDT) Specialist	\$175.00	Senior GIS Analyst	\$210.00
Prevailing Wage (Group 1) *	\$155.00	GIS Technician I	\$125.00
Prevailing Wage (Group 2) *	\$165.00	GIS Technician II	\$145.00
Prevailing Wage (Group 3) *	\$170.00		
City of Los Angeles Deputy Building/Grading Inspector	\$170.00	Data Manager	\$165.00
		Senior Data Manager	\$185.00

**NOTES:**

- Standard Billing Rates:** Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
- Proposal Expiration:** This fee schedule is effective through December 31, 2025, after which non-prevailing wage rates for remaining or additional services will be increased by 4% on January 1st of each year.
- \*Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by \$8 on July 1st of each year.
- Expert Testimony:** Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000.00 per case.
- Higher Hourly Rates:** Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
- Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Verdantas observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- Field Equipment and Supplies:** Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
- Subcontractors and Project Expenses:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client or in accordance with the specific project agreement.
- Mileage:** The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
- Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors, or any on-site (field) materials testing services:
  - 2 hours:** 2-hour minimum charge will be applied to any field visit for technicians or to any service canceled on the same day of service.
  - 4 hours:** 4-hour minimum charge up to the first four hours of work.
  - 8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.
 Project time accrued includes portal to portal travel time for technicians. For projects outside a 50-mile radius from the nearest Verdantas office location, excess mileage and travel time will be charged for special inspectors.
- Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Verdantas for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Verdantas field personnel.
- Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Verdantas' liability equal to our total fees for a given project.





## GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>Classification &amp; Index Properties</b>		<b>Soil Chemistry &amp; Corrosivity cont'd</b>	
Photograph of sample	15	Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
Moisture content (ASTM D2216)	25	Sulfate screen (Hach®)	35
Moisture & density (ASTM D2937) ring samples	37	Chloride content (AASHTO T291/CTM 422)	75
Moisture & density (ASTM D2937) Shelby tube or cutting	45	pH + minimum resistivity (CTM 643)	140
Atterberg limits 3 points (ASTM D4318)	160	Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	85
- Single point, non-plastic	90	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	285
- Atterberg limits (organic ASTM D2487 / D4318)	195	Organic matter content (ASTM D2974)	70
- Visual classification as non-plastic (ASTM D2488) Particle size:	15	<b>Consolidation &amp; Expansion/Swell Tests</b>	
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	155	Consolidation (ASTM D2435):	210
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	195	Each additional time curve.	50
- Hydrometer only (ASTM D7928)	120	Each additional load/unload w/o time reading	45
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)	200	Expansion Index (ASTM D4829)	140
- Percent passing #200 sieve, wash only (ASTM D1140)	75	Relative compaction of untreated/treated soils/ aggregates (CTM 216)	270
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	140	Relative density 0.1 ft mold (ASTM D4253, D4254)	250
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	110	California Bearing Ratio (ASTM D1883) - 3 point	535
Total porosity - on Shelby tube sample (calculated)	180	California Bearing Ratio (ASTM D1883) - 1 point	200
Total porosity - on other sample (calculated)	165	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	335
Shrinkage limits wax method (ASTM D4943)	135	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	365
Pinhole dispersion (ASTM D4647)	225	Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	310
Total porosity - on other sample (calculated)	165	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	115
Dispersive characteristics (double hydrometer ASTM D4221)	215	<b>Triaxial Tests</b>	
As-received moisture & density (chunk/carved sample)	65	Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	145
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	115	Unconsolidated undrained triaxial compression test on cohesive soils(UU, ASTM D2850, USACE Q test, per confining stress)	185
Sieve + hydrometer ≤3-inch sieve, (ASTM D7928)	200	Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	400
<b>Shear Strength</b>		Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-21906(X):	
Pocket penetrometer	20	- Sand or silty sand soils (per confining stress)	400
Direct shear (ASTM D3080, mod., 3 points):		- Silt or clayey sand soils (per confining stress)	535
- Consolidated undrained - 0.05 inch/min (CU)	320	- Clay soils (per confining stress)	755
- Consolidated drained - <0.05 inch/min (CD)	385	- Three-stage triaxial (sand or silty sand soils)	700
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	55	- Three-stage triaxial (silt or clayey sand soils)	935
Remolding or hand trimming of specimens (3 points)	95	- Three-stage triaxial (clay soils)	1,320
Oriented or block hand trimming (per hour)	70	- Remolding of test specimens	70
Single point shear	115	<b>Hydraulic Conductivity Tests</b>	
Torsional shear (ASTM D6467 / ASTM D7608)	880	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	335
<b>Compaction &amp; Pavement Subgrade Tests</b>		Each additional effective stress	130
Standard Proctor compaction, 4 points (ASTM D698)		Hand trimming of soil samples for horizontal K	65
- 4-inch diameter mold (Methods A & B)	170	Remolding of test specimens	70
- 6-inch diameter mold (Method C)	230	Permeability of granular soils (ASTM D2434)	145
Modified Proctor compaction 4 points (ASTM D1557):		<b>Soil-Cement</b>	
- 4-inch diameter mold Methods A & B	235	Moisture-density curve for soil-cement mixtures (ASTM D558)	260
- 6-inch diameter mold Method C	265	Wet-dry durability of soil-cement mixtures (ASTM D559) <sup>1</sup>	1,290
Check point (per point)	70	Compressive strength of molded soil-cement cylinder (ASTM D1633) <sup>1</sup>	65
Relative compaction of untreated/treated soils/aggregates (CTM 216)	270	Soil-cement remolded specimen (for shear strength, consolidation, etc.) <sup>1</sup>	250
Relative density 0.1 ft mold (ASTM D4253, D4254)	250	<sup>1</sup> Compaction (ASTM D558 maximum density) should also be performed – not included in above price	
California Bearing Ratio (ASTM D1883) - 3 point	535		
California Bearing Ratio (ASTM D1883) - 1 point	200		
R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	335		
R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	365		
<b>Soil Chemistry &amp; Corrosivity</b>			
pH Method A (ASTM D4972 or CTM 643)	50		
Electrical resistivity – single point – as received moisture	50		
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	95		
pH + minimum resistivity (CTM 643)	140		
Sulfate content - gravimetric (CTM 417 B Part 2)	75		

## CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>Concrete Strength Characteristics</b>		<b>Aggregate Properties cont'd</b>	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8")	40	Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	230
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	45	Cleanness value of coarse aggregate (CTM 227)	225
Trimming concrete cores (per core)	25	Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	240
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	90	Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	695
Flexural strength of concrete (simple beam- center pt. loading, ASTM C293/CTM 523)	90	<b>Masonry</b>	
Non shrink grout cubes (2 inch, ASTM C109/C1107)	30	Mortar cylinders 2" x 4" (ASTM C780)	35
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	430	Grout prisms 3" x 6" (ASTM C1019).	35
Length of concrete cores (CTM 531)	45	Masonry cores compression, ≤6" diameter - testing only (ASTM C42)	45
<b>Hot Mix Asphalt (HMA)</b>		Masonry core shear testing (Title 24)	85
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,250	Veneer bond strength, cost for each - 5 required (ASTM C482)	60
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	965	CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140)	60
Superpave gyratory compaction (AASHTO T312/ ASTM D6925)	375	CMU moisture content, absorption & unit weight - 6 required (ASTM C140)	55
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	160	CMU linear drying shrinkage (ASTM C426)	190
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,445	CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)	215
Extraction by centrifuge, percent asphalt (ASTM D2172)	160	CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314)	270
Gradation of extracted aggregate (AASHTO T30/ ASTM D5444/CTM 202)	145	<b>Fasteners/Bolts/Rods</b>	
Stabilometer, S-Value (ASTM D1560/CTM 366)	285	F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	110
Bituminous mixture preparation (AASHTO R30/ CTM 304)	85	F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	130
Moisture content of HMA (AASHTO T329/ASTM D6037 /CTM 370)	65	F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ ASTM D2726/CTM 308)	55	F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ ASTM D1188/CTM 308)	60	A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
Maximum density - Hveem (CTM 308)	215	A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	140	A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	70
Thickness or height of compacted bituminous paving Mixture specimens (ASTM D3549)	45	<b>Reinforcing Steel and Prestressing Strands</b>	
Wet track abrasion of slurry seal (ASTM D3910)	160	Rebar bend test, up to No. 11 (ASTM A370)	70
Rubberized asphalt (add to above rates)	+25%	Rebar bend test, ≥ No. 14 & over (ASTM A370)	215
<b>Brick</b>		Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	70
Compression - cost for each, 5 required (ASTM C67)	55	Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	90
Absorption - cost for each, 5 required (ASTM C67)	55	Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
<b>Aggregate Properties</b>		Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670)	45
Bulk density and voids in aggregates (AASHTO T19/ ASTM C29/ CTM 212)	55	Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Organic impurities in fine aggregate sand (AASHTO T21/ ASTM C40/CTM 213)	65	Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670)	215
LA Rattler-smaller coarse aggregate <1.5" (AASHTO /ASTM C131/ CTM 211)	215	Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ ASTM C535/CTM 211)	270	Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Apparent specific gravity of fine aggregate (AASHTO T84/ ASTM C128/CTM 208)	140	Epoxy coated rebar/dowel continuity (Holiday) (ASTM A775/A934)	70
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained	110	Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	50
Clay lumps, friable particles (AASHTO T112/ASTM C142)	190	Prestressing wire, tension (ASTM A416)	190
Durability Index (AASHTO T210/ASTM D3744/ CTM 229)	215	Sample preparation (cutting)	55
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	45	Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/ A934)	50
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	140		
Percent of crushed particles (AASHTO T335/ ASTM D5821/CTM 205)	145		



## CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>Streetlights/Signals</b>		<b>Bearing Pads/Plates and Joint Seal</b>	
LED Luminaires / Signal Modules / Countdown	By	Elastomeric bearing pads (Caltrans SS 51-3)	1,060
Pedestrian Signal Face Modules (Caltrans RSS 86)	Quote	Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1,315
<b>Spray Applied Fireproofing</b>		Type A Joint Seals (Caltrans SS 51-2)	1,735
Unit weight (density, ASTM E605)	65	Type B Joint Seals (Caltrans SS 51-2)	1,640
<b>Sample Transport</b>		Bearing plates (A536)	770
Pick-up and delivery (weekdays, per trip, <50 mile radius from our office)	110		

### Notes

- Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
- Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.

## EQUIPMENT LISTING

CLASSIFICATION	\$/UNIT	CLASSIFICATION	\$/UNIT
1/4 inch Grab plates	5/ each	Global Positioning System/Laser Range Finder	80/day
1/4 inch Tubing (bonded)	0.60/foot	Hand auger set	90/day
1/4 inch Tubing (single)	0.40/foot	HDPE safety fence (≤100 feet)	40/roll
3/8 inch Tubing, clear vinyl	0.60/foot	Horiba U-51 water quality meter	135/day
4-Gas meter (RKI Eagle or similar)/GEM 2000	140/day	Light tower (towable vertical mast)	150/day
Air flow meter and purge pump (200 cc/min)	55/day	Magnehelic gauge	15/day
Box of 24 soil drive-sample rings	130/box	Manometer	25/day
Brass sample tubes	11/each	Mileage (will adjust with IRS published rate)	0.70/mile
Caution tape (1000-foot roll)	22/each	Moisture test kit (excludes labor to perform test, ASTM E1907)	65/test
Combination lock or padlock	15/each	Nuclear moisture and density gauge	88/day
Compressed air tank and regulator	55/day	Electrical moisture and density gauge	88/Day
Concrete coring machine (≤6-inch-dia)	160/day	Pachometer	50/day
Consumables (gloves, rope, soap, tape, etc.)	40/day	Particulate Monitor	135/day
Core sample boxes	30/each	pH/Conductivity/Temperature meter	60/day
Crack monitor Two-Dimensional	30/each	Photo-Ionization Detector (PID)	150/day
Crack monitor Three-Dimensional	40/each	Pump, Typhoon 2 or 4 stage	55/day
Cutoff saws, reciprocating, electric (Sawzall®)	80/day	QED bladder pump w/QED control box	175/day
D-Meter Walking Floor Profiler	110/day	Quire fee – Phase I only	250/each
Disposable bailers	25/each	Resistivity field meter and pins	200/day
Disposable bladders	20/each	Slip / threaded cap, 2-inch or 4-inch diameter,	20/each
Dissolved oxygen meter	75/day	PVC Schedule 40	
DOT 55-gallon containment drum with lid	85/drum	Slope inclinometer	250/day
Double-ring infiltrometer	135/day	Soil sampling T-handle (Encore)	10/day
Dual-stage interface probe	85/day	Soil sampling tripod	40/day
Dynamic Cone Penetrometer	430/day	Speedy (R) moisture tester	10/day
Generator, portable gasoline fueled, 3,500 watts	90/day	Vapor sampling box	65/day
Stainless steel bailer	60/day	Vehicle usage (carrying equipment)	16/hour
Submersible pump with controller	180/day	VelociCalc	40/day
Submersible pump/transfer pump, 10-25 gpm	65/day	Visqueen (20 x 100 feet)	130/roll
Support service truck usage (well installation)	250/day	Water level indicator (electronic well sounder)	100/day
Survey/fence stakes	10/each	<300 feet deep well	
Tedlar® bags	25/each	ZIPLEVEL®.	40/day
Traffic cones (≤25)/barricades (single lane)	55/day	<i>Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site</i>	
Turbidity meter	80/day		
Tyvek® suit (each)	25/each		

# F. Proposal Rates

## Fee Schedule

**CLASSIFICATION**

<b><u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u></b>	<b><u>Rates \$/Hour</u></b>
Principal II.....	312.00
Principal I .....	298.00
Senior III .....	280.00
Senior II .....	267.00
Senior I .....	258.00
Associate III .....	240.00
Associate II .....	229.00
Associate I .....	217.00
Assistant V .....	196.00
Assistant IV .....	176.00
Assistant III .....	163.00
Assistant II .....	147.00
Assistant I .....	130.00
<b><u>Survey Services</u></b>	
2-Person Survey Party.....	326.00
1-Person Survey Party .....	234.00
<b><u>Inspection Services</u></b>	
Construction Manager II .....	280.00
Construction Manager I .....	200.00
Inspector (Non-Prevailing Wage) .....	141.00
Inspector Overtime (Non-Prevailing Wage) .....	190.00
Inspector (Prevailing Wage) .....	152.00
Inspector Overtime (Prevailing Wage).....	200.00
<b><u>Administrative Services</u></b>	
Project Coordinator .....	141.00
Administrative Assistant III .....	120.00
Administrative Assistant II .....	107.00
Administrative Assistant I .....	85.00
<b><u>Other Direct Expenses</u></b>	
Incidental Charges .....	Cost + 15%
Postage .....	Cost
Subcontracted Services .....	Cost + 15%
Special Consultant.....	385.00
Survey/Inspection Per Diem .....	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour .....	36.00
In-House Delivery 1/2 Hour up to 1 Hour .....	70.00
In-House Delivery Over 1 Hour up to 2 Hours.....	130.00
In-House Delivery Over 2 Hours .....	185.00
Survey/Inspection Vehicle .....	0.81/Mile
Mileage .....	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

\* A FINANCE CHARGE of 1 ½ % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.



## 4.F. PROPOSAL RATES

STAFF TITLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4
	2025 RATES	2026 RATES	2027 RATES	2028 RATES
Principal-in-Charge	\$295	\$305	\$315	\$325
Director of Planning	\$240	\$245	\$250	\$255
Senior Planner	\$165	\$170	\$175	\$180
Senior Planner	\$165	\$170	\$175	\$180
Associate Planner	\$140	\$145	\$150	\$155
Assistant Planner	\$120	\$125	\$130	\$135
GIS Specialist	\$125	\$130	\$135	\$140
Project Engineer	\$190	\$195	\$200	\$205
Director of Engineering	\$240	\$245	\$250	\$255

The rates provided above include primary Casc team members only. Subconsultant rates are determined on a project-by-project basis and are provided at a flat rate fee. Reimbursable costs are also provided at a flat rate per project.

f. Proposal Rates

RATE CLASSIFICATION	2025- 2026	2027
Principal	\$260-310	\$268-319
Project Manager	\$225-295	\$232-304
Technical Lead	\$210-240	\$216-247
Senior Environmental Planner/Engineer/Scientist	\$170-220	\$175-226
Associate Planner/Engineer/Scientist	\$130-160	\$134-165
Assistant Planner/Engineer/Scientist	\$120-150	\$124-155
GIS Analyst/Graphic Artist	\$100-150	\$103-155
Technical Editor	\$95-125	\$98-129

Annual rate escalation will be based on the Consumer Price Index for the San Bernardino/Riverside Counties region. Mileage will be billed at current IRS rate. Costs for copies and postage will be billed at cost + 10%. Rates of individual staff is determined by skill level and years of experience.

**Typical Environmental Review Schedules and Cost**

Categorical Exemption: 1 week. \$1,500 and may be subject to additional costs if technical studies are required.  
 Initial Study: 4-6 months. \$30,000 and may be subject to additional costs if technical studies are required.  
 Environmental Impact Report: 6-12 months. \$50,000 and may be subject to additional costs if technical studies are required.  
 Technical Studies: 4-8 weeks. \$6,000- \$40,000 range dependent on subject matter.

# Attachment 14 - Dudek Environmental Schedule of Fees

## DUDEK 2025 Standard Schedule of Charges

### Engineering Services

Project Director .....	\$345.00/hr
Principal Engineer III .....	\$320.00/hr
Principal Engineer II .....	\$300.00/hr
Principal Engineer I .....	\$290.00/hr
Program Manager .....	\$275.00/hr
Senior Project Manager .....	\$275.00/hr
Project Manager .....	\$265.00/hr
Senior Engineer III .....	\$260.00/hr
Senior Engineer II .....	\$250.00/hr
Senior Engineer I .....	\$240.00/hr
Project Engineer IV/Technician IV .....	\$230.00/hr
Project Engineer III/Technician III .....	\$220.00/hr
Project Engineer II/Technician II .....	\$210.00/hr
Project Engineer I/Technician I .....	\$190.00/hr
3D Production Manager .....	\$220.00/hr
Senior Designer II .....	\$210.00/hr
Senior Designer I .....	\$200.00/hr
Designer .....	\$190.00/hr
Assistant Designer .....	\$185.00/hr
CADD Operator III .....	\$180.00/hr
CADD Operator II .....	\$170.00/hr
CADD Operator I .....	\$155.00/hr
CADD Drafter .....	\$145.00/hr
CADD Technician .....	\$125.00/hr
Project Coordinator .....	\$160.00/hr
Engineering Assistant .....	\$125.00/hr

### Environmental Services

Senior Project Director .....	\$350.00/hr
Project Director .....	\$300.00/hr
Senior Specialist V .....	\$275.00/hr
Senior Specialist IV .....	\$265.00/hr
Senior Specialist III .....	\$250.00/hr
Senior Specialist II .....	\$235.00/hr
Senior Specialist I .....	\$220.00/hr
Specialist V .....	\$210.00/hr
Specialist IV .....	\$195.00/hr
Specialist III .....	\$185.00/hr
Specialist II .....	\$175.00/hr
Specialist I .....	\$165.00/hr
Analyst V .....	\$155.00/hr
Analyst IV .....	\$145.00/hr
Analyst III .....	\$135.00/hr
Analyst II .....	\$125.00/hr
Analyst I .....	\$105.00/hr
Technician IV .....	\$100.00/hr
Technician III .....	\$90.00/hr
Technician II .....	\$80.00/hr
Technician I .....	\$70.00/hr
Project Coordinator II .....	\$170.00/hr
Project Coordinator I .....	\$135.00/hr

### Mapping and Surveying Services

UAS Pilot .....	\$165.00/hr
Survey Lead .....	\$260.00/hr
Survey Manager .....	\$220.00/hr
Survey Crew Chief .....	\$185.00/hr
Survey Rod Person .....	\$145.00/hr
Survey Mapping Technician .....	\$135.00/hr

### Construction Management Services

Principal Manager .....	\$215.00/hr
Senior Construction Manager .....	\$195.00/hr
Senior Project Manager .....	\$190.00/hr
Construction Manager .....	\$185.00/hr
Project Manager/Construction Management .....	\$175.00/hr
Resident Engineer .....	\$175.00/hr
Construction Engineer .....	\$175.00/hr
On-site Owner's Representative .....	\$160.00/hr
Prevailing Wage Inspector .....	\$160.00/hr
Construction Inspector .....	\$150.00/hr
Administrator/Labor Compliance .....	\$125.00/hr

### Hydrogeology/HazWaste Services

Project Director .....	\$345.00/hr
Principal Hydrogeologist/Engineer III .....	\$320.00/hr
Principal Hydrogeologist/Engineer II .....	\$310.00/hr
Principal Hydrogeologist/Engineer I .....	\$300.00/hr
Senior Hydrogeologist V/Engineer V .....	\$275.00/hr
Senior Hydrogeologist IV/Engineer IV .....	\$265.00/hr
Senior Hydrogeologist III/Engineer III .....	\$255.00/hr
Senior Hydrogeologist II/Engineer II .....	\$245.00/hr
Senior Hydrogeologist I/Engineer I .....	\$235.00/hr
Project Hydrogeologist V/Engineer V .....	\$225.00/hr
Project Hydrogeologist IV/Engineer IV .....	\$215.00/hr
Project Hydrogeologist III/Engineer III .....	\$205.00/hr
Project Hydrogeologist II/Engineer II .....	\$195.00/hr
Project Hydrogeologist I/Engineer I .....	\$185.00/hr
Hydrogeologist/Engineering Assistant .....	\$150.00/hr
HazMat Field Technician .....	\$135.00/hr

### District Management & Operations

District General Manager .....	\$225.00/hr
District Engineer .....	\$215.00/hr
Operations Manager .....	\$165.00/hr
District Secretary/Accountant .....	\$150.00/hr
Collections System Manager .....	\$150.00/hr
Grade V Operator .....	\$140.00/hr
Grade IV Operator .....	\$125.00/hr
Grade III Operator .....	\$115.00/hr
Grade II Operator .....	\$95.00/hr
Grade I Operator .....	\$90.00/hr
Operator in Training .....	\$80.00/hr
Collection Maintenance Worker .....	\$85.00/hr

### Project Delivery Services

Technology Specialist II .....	\$245.00/hr
Technology Specialist I .....	\$190.00/hr
GIS Analyst V .....	\$220.00/hr
GIS Analyst IV .....	\$200.00/hr
GIS Analyst III .....	\$165.00/hr
GIS Analyst II .....	\$145.00/hr
GIS Analyst I .....	\$130.00/hr
Creative Services IV .....	\$185.00/hr
Creative Services III .....	\$160.00/hr
Creative Services II .....	\$145.00/hr
Creative Services I .....	\$130.00/hr
Technical Editor IV .....	\$185.00/hr
Technical Editor III .....	\$160.00/hr
Technical Editor II .....	\$145.00/hr
Technical Editor I .....	\$130.00/hr
Publications Specialist IV .....	\$135.00/hr
Publications Specialist III .....	\$125.00/hr
Publications Specialist II .....	\$115.00/hr
Publications Specialist I .....	\$105.00/hr
Clerical Administration .....	\$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.  
 Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.  
 Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.  
 Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.  
 Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.  
 Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.  
 Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

## Environmental Proposal Rates

Title	Unit Price	
Principal / Authorized Project Reviewer	\$250.00	/hour
Senior Planner / Scientist	\$215.00	/hour
Senior Engineer (Traffic/Air Quality)	\$225.00	/hour
Project Manager	\$165.00	/hour
Project Planner	\$165.00	/hour
Senior Staff Engineer/Geologist/Scientist	\$155.00	/hour
Staff Engineer/Geologist/Scientist	\$135.00	/hour
Field Engineer/Geologist/Scientist	\$125.00	/hour
GIS / CAD Operator	\$110.00	/hour
Administration	\$100.00	/hour

### EXPENSES AND SUPPLIES

Subcontractor/Subconsultants	Cost + 15%	
Vehicle Charge (local area, within 25 miles of office)	\$152.00	/day
Vehicle Charge (local area, within 25 miles of office, less than 4 hours)	\$100.00	/half day
Vehicle Charge (outside local area)	\$1.19	/mile*
Per Diem, Lodging and Food	\$295.00	/day **minimum
Mobilization	\$150.00	/day
Tolls	\$12.00	/day
Insurance	\$50.00	/day
Parking	\$30.00	/day

\*A 10% fuel surcharge will be added for every dollar per gallon above \$5.00/gallon during the duration of the project.

\*\* Lodging in some areas may require a surcharge if hotels are more than \$200/night.

An additional \$45/hour will be added to the applicable hourly rate for jobs that are subject to California Prevailing Wage Law and Federal Davis Bacon Law. A wage differential of \$55/hour may be applied for shifts worked before 4 am and after 2 pm. Prevailing wage night work may be subject to 1.5 times the hourly rate.

Time will be charged in 4 and 8-hour increments and include portal-to-portal travel from office & laboratory. Time worked more than 8 hours per day and Saturdays will be charged at 1.5 times the hourly rate. Time worked on Holidays, Sundays, Saturdays after 8 hours, and weekdays after 12 hours will be charged at 2 times the hourly rate.







5.3 UltraSystems Proposal Rates

Table 5.3-1



**STANDARD RATE SCHEDULE**  
Effective January 2025

PROFESSIONAL STAFF	Hourly
Principal	\$200
Director	\$200
Senior Project Manager	\$195
Project Manager	\$190
Senior Principal Engineer	\$190
Senior Scientist/Engineer	\$185
Scientist/Engineer	\$180
Staff Scientist/Engineer	\$175
Senior Planner	\$170
Associate Planner	\$165
Planner/Environmental Analyst	\$160
Senior Biologist II	\$170
Senior Biologist I	\$165
Staff Biologist II	\$160
Staff Biologist I	\$155
Associate Biologist	\$150
Cultural Specialist	\$165
Archaeologist	\$160
Cultural Monitor	\$130
Senior GIS Analyst	\$165
GIS Technician	\$160
Word Processor	\$130
Intern	\$100

Building Services	
Field Management	\$150
ACM Air Monitor/Lead Inspector/Sampling	\$130

Note: ACM/LBP Removal quoted per job basis

FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	\$5	\$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	\$15	\$60
Garmin GPS (non-Trimble)	\$5	\$20
iPad Data Tablet	\$25	\$100
Kestrel Anemometer (or equivalent)	\$5	\$20
Photoionization detector (PID) or equivalent	\$100	\$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	\$110	\$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	\$65	\$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	\$120	\$560
XRF Analyzer	\$95	\$380

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above.

Invoices will be submitted monthly for work in progress and at completion of contract obligations and are payable upon receipt. Fees not paid within thirty (30) days of invoice date may be assessed as an interest charge of one and one-half (1.5) percent per month, from the date due (net 30). Attorney fees and court costs incurred for collection of delinquent accounts will be borne by the client.



# HILLTOP GEOTECHNICAL, INC.

## 2025 SCHEDULE OF FEES

### PERSONNEL CHARGES

Drafting .....	\$78.00/hr.
Certified Payroll .....	\$75.00/week
Word Processing/Clerical .....	\$78.00/hr.
Senior Engineer/Geologist .....	\$230.00/hr.
Project Engineer/Geologist Registered.....	\$200.00/hr.
Staff Engineer/Geologist Non-Registered .....	\$160.00/hr.
Engineer/Geologist Technician .....	\$100.00/hr.
Project Manager .....	\$150.00/hr.
Supervisor.....	\$145.00/hr.
Prevailing Wage - Inspector ICC *, **,*** .....	\$130.00/hr.
Prevailing Wage - Field Technician*,*** .....	\$130.00/hr.
Prevailing Wage - ACI Technician-Concrete*,*** .....	\$130.00/hr.
ICC Special Inspector ** .....	\$100.00/hr.
Engineering Field Technician (Soils and Materials) .....	\$100.00/hr.

\*Prevailing Wage California Labor code § 1720,et seq.

\*Prevailing Wage subject to Increase on July 1<sup>st</sup> to reflect DIR Rates.

\*\* Non-Destructive Ultra Sonic Testing surcharge \$12.00/hr.

\*\*\* Department of Industrial Relations, Registration No.: 100011968. Valid Through June 2024

### LABORATORY TESTING FEES\*\*\*\*

#### SOIL TESTING

Chloride Test, .....	\$115.00/ea.
Chunk Density & Moisture .....	\$30.00/ea.
Consolidation Testing	
a) Consolidation - full.....	\$225.00/ea.
b) Consolidation - Remold .....	\$68.00/ea.
c) Consolidation - Single Point .....	\$105.00/ea.
Corrosion Analysis Test (Ph Redox, Resistivity) .....	\$195.00/ea.
Direct Shear Testing	
a) Direct Shear - In-Situ (3 Point) .....	\$300.00/ea.
b) Direct Shear - Remold (3 Point) .....	\$350.00/ea.
Expansion Index Test .....	\$175.00/ea.
Compaction Curves	
4-inch mold (ASTM D1557, Method A or B 4" Mold) .....	\$250.00/ea.
6-inch mold (ASTM D1557, Method C 6" Mold) .....	\$250.00/ea.
Cal Trans 216 .....	\$250.00/ea.
Moisture Content Test .....	\$30.00/ea.
Organic Content Test .....	\$40.00/ea.
Permeability Test .....	Quote
Atterberg Limits Test .....	\$160.00/ea.
Resistance Value Test (R-value) .....	\$375.00/ea.
Resistivity .....	\$115.00/ea.

## 2025 SCHEDULE OF FEES

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Ring Moisture & Density Test .....	\$33.00/ea.
Sand Equivalent Test .....	\$125.00/ea.
Sieve Analysis Test - (Hydrometer) .....	\$225.00/ea.
Sieve Analysis Test - (Full) .....	\$160.00/ea.
Sieve Analysis Test - (-200) .....	\$120.00/ea.
Sulfate Test .....	\$85.00/ea.

### CONCRETE / MASONRY TESTING

Cylinder Compression Test .....	\$45.00/ea.
Cylinder Core, Charge.....	\$40.00/ea.
Cylinder Trim or Capping Charge .....	\$15.00/ea.
Grout/Mortar Compression Test .....	\$45.00/ea.
Masonry Prism Test .....	\$235.00/ea.
Length Change Test, Hardened Hydraulic-Cement Mortar and Concrete ASTM C157 .....	\$800.00/ea.

### ASPHALT TESTING

Asphalt Content - Ignition Oven Premixed AC Sample (CT382).....	\$225.00/ea.
Asphalt Content / Gradation - Ignition Oven Premixed AC Sample (CT202, CT382) .....	\$280.00/ea.
Hveem Specific Gravity / Stability Value, Premixed AC Sample (CT308, CT366) .....	\$280.00/ea.
Hveem Stability Value - Premixed AC Sample (CT366) .....	\$200.00/ea.
Hveem Specific Gravity / Stability Value (Rubberized Asphalt) Premixed AC Sample (CT308, CT366) .....	\$275.00/ea.
Hveem Stability Value (Rubberized Asphalt) Premixed AC Sample (CT366) .....	\$275.00/ea.
Specific Gravity of Hveem or Core Sample -Uncoated (CT308) .....	\$90.00/ea.
Specific Gravity of Hveem or Core Sample -Coated (CT308) .....	\$115.00/ea.
Determination of Correction Factor for Specific Mix Design .....	\$300.00/ea.

### AGGREGATE TESTING

Specific Gravity and Absorption - Coarse Aggregate (ASTM C127) .....	\$140.00/ea.
Specific Gravity and Absorption - Fine Aggregate (ASTM C128) .....	\$200.00/ea.
Sodium or Magnesium Sulfate Soundness Fine or Coarse Aggregate (ASTM C88), per fraction .....	\$235.00/ea.
Los Angeles Abrasion - Small Size Coarse Aggregate (ASTM C131) .....	\$275.00/ea.
Los Angeles Abrasion - Large Size Coarse Aggregate (ASTM C535) .....	\$300.00/ea.
Durability Index Fine or Coarse Aggregate (Calif 229).....	\$400.00/ea.
Potential Reactivity of Aggregate - Chemical Method (ASTM C289) .....	\$440.00/ea.

# 2025 SCHEDULE OF FEES

## LABORATORY TESTING FEES, (continued)

Petrographic Examination Fine to Coarse	
Method (ASTM C295) each (Plus Thin-Sections).....	\$2,100.00/ea.
Gradation of Aggregates (ASTM C136) (Calif 202)	
Fine Aggregate Dry Sieve .....	\$125.00/ea.
Fine Aggregate Washed Sieve .....	\$150.00/ea.
Coarse Aggregate Dry sieve .....	\$150.00/ea.
Coarse Aggregate Washed Sieve .....	\$165.00/ea.
Combined Aggregate Dry Sieve .....	\$175.00/ea.
Combined Aggregate Washed sieve .....	\$230.00/ea.
Material Finer than #200 Sieve (ASTM C117).....	\$125.00/ea.
Sand Equivalent Test (ASTM D2419) (Calif 217).....	\$130.00/ea.
Flat and Elongated Particles (ASTM D4791) .....	\$225.00/ea.
Clay Lumps and Friable Particles (ASTM C142) .....	\$125.00/ea.
Lightweight Particles (ASTM C123)	
Coat / Lignite (sp gr = 2.00).....	\$115.00/ea.
Chert (sp gr = -2.4) .....	\$120.00/ea.
Organic Impurities in Fine Aggregate (ASTM C40).....	\$100.00/ea.
Cleanness Value (Calif 227) .....	\$200.00/ea.
Unit Weight / Calculated Voids (Fine / Coarse / Mixed Aggregates ) (ASTM C29) .....	\$175.00/ea.
Resistance Value Test (R-Value) (Calif 301)	
Aggregate Base Material. ....	\$350.00/ea.
Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method) (ASTM C227). ....	Quote
Potential Volume Charge of Cement-Aggregate Combination (ASTM C342).....	Quote
Potential Reactivity Rock Cylinder Method (ASTM C586).....	Quote
Length Change Due to Alkali-Carbonate Reactivity (ASTM C1105) .....	Quote
Potential Reactivity Mortar Bar (ASTM C1260).....	Quote
Potential Expansion of Aggregates from Hydration (ASTM D4792).....	Quote
Aggregate Sampling, Staff Geologist / Engineer (Portal to Portal), per hour .....	\$160.00/hr.
Shipping.....	Cost Plus 20%

\*\*\*\*1.5X Surcharge on rush turn-around for laboratory testing.

## EQUIPMENT USAGE/RENTAL CHARGES

Core Drilling Bit Wear Charge. ....	\$10.00/core
Pachometer Reinforcement Locator .....	\$50.00/day

# 2025 SCHEDULE OF FEES

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## MINIMUM CHARGES

Engineering Technician .....	4 hours
ICC Special Inspector .....	4 hours
All Inspection Beyond 4 hours .....	8 hours
Show Up and No Testing or Inspection .....	2 hours
Cancellation of Work After 3:00 pm or same day .....	2 hours
Expedite of Scheduling After 3:00 pm or same day .....	1.5 x hr. rate

## SHIFT DIFFERENTIAL

Second Shift (2PM-12PM) .....	12.50/hr.
Third Shift (10PM-8AM) .....	18.00/hr.

## MILEAGE/TOLL ROAD FEES

Vehicle Mileage.....	\$0.85/mile
Toll Road Charges .....	Invoiced at Cost, plus 20%

## OVERTIME

Overtime at the rate of 1.5 times the applicable hourly rate will be charged for any time more than 8 hours and less than 12 hours in any one day, Monday through Friday, and time before 6:00 a.m. or after 6:00 p.m. and for Saturday work up to 8 hours. Work performed in excess of 12 hours on Monday through Friday, in excess of 8 hours on Saturday, and all work on Sundays or Company recognized Holidays will be charged at 2.0 times the applicable hourly rate.

## COMPANY RECOGNIZED HOLIDAYS

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veteran's Day	

## WET SIGNED HARD COPY REPORTS

Reports will be charged at the rate of 60¢ per sheet copied, plus the cost of plan production.

## OUTSIDE SERVICES

Professional services, equipment, or tests not provided by **Hilltop Geotechnical, Inc.** and any unusual items of expense not customarily incurred in our normal operations will be charged at cost plus 15 percent.



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 8**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** **Approve a Fleet Leasing and Maintenance Agreement with Enterprise Fleet Management to Replace Aging Fleet, Expand Operations Fleet, and Support Compliance with California Zero-Emission Vehicle (ZEV) Mandates**

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**Staff Recommendation**

Authorize the General Manager to execute an open-ended lease and maintenance agreement with Enterprise Fleet Management, a Sourcwell vendor, and to execute individual vehicle leases under the fleet management services program.

**Executive Summary**

The Beaumont-Cherry Valley Water District (District) is currently facing significant challenges related to an aging and insufficient fleet. The District's historic capital vehicle replacement program model lacks the flexibility and scalability required to meet these challenges and does not provide a mechanism to comply with upcoming Zero Emission Vehicles (ZEV) mandates

Without a comprehensive solution, the District will continue to face escalating repair costs, extended vehicle downtimes, and non-compliance risks with state mandates. Based upon these facts, Staff has contacted Enterprise Fleet Management which is a Sourcwell Vendor that establishes public pricing option and is a vendor who is providing solutions to many local municipal and governmental agencies.

Staff identifies that transitioning to a leased fleet vehicle replacement program is the recommended solution based upon an economic analysis of District vehicle needs and associated costs for the next five years. Staff further concludes that transitioning to a managed lease model with Enterprise Fleet Management to address aging vehicles, support fleet growth, and meet future regulatory benchmarks looks to be a cost effective and preferred model for near-term operations for much of the District's basic fleet.

Finally, Staff identifies that there is a 10 Wheel Kenworth Dump Truck and a Freightliner Muck Truck (Unit #8) which has a vacuum excavator which are currently beyond the scope of this lease analysis recommendation.

**Background**

The current District fleet is comprised of 23 trucks ranging in size from light duty to heavy duty (excluding the Kenworth and Freightliner). These vehicles are vital to the Operations Department and used for both daily scheduled activities and emergency response throughout the District's service area. An overview of the current District fleet is identified in Table 1 hereafter.



**Table 1**  
**BCVWD Fleet Status as of March 31, 2025**

<b>Fleet Category</b>	<b>Number of Vehicles</b>	<b>Percentage of Total Fleet</b>
Total Fleet (Current) <sup>(1)</sup>	23	100%
Vehicles in Good Working Condition	13	56.5%
Vehicles Needing Significant Repairs or Replacement <sup>(2)</sup>	10	43.5%

(1) Table does not include the Kenworth or the Freightliner

(2) Includes 7 vehicles, or 30.4% of the total fleet, that have over 80,000 miles

The downtime of fleet vehicles results in a strain on District staff and a loss of efficiency during field response activities. Further, the total projected repair costs for fleet vehicles exceeds \$196,000, with unanticipated repairs in the first quarter of 2025 exceeding \$40,000, underscoring the urgency to replace fleet vehicles and avoid continued financial strain on the District. Current estimated repair costs are identified in table 2 below.

**Table 2**  
**BCVWD Estimated Repair/Replacement Costs as of March 31, 2025**

<b>Unit</b>	<b>Vehicle Type</b>	<b>Year</b>	<b>Mileage</b>	<b>Condition</b>	<b>Repair Cost Estimate</b>
10	F-250	2005	140,767	Needs Replacement (High Mileage/Age)	\$ 70,000
17	F-350	2011	101,080	Needs Replacement (High Mileage/Age)	\$ 85,000
33	F-250 (4X4)	2018	93,163	Front end Repairs Needed	\$ 2,000
35	F-150	2018	57,321	Timing Chain (recently repaired) with additional top end repairs needed	\$ 2,000 (timing chain) \$ 6,000 (pending)
36	F-150	2018	70,368	Timing Chain, Valves, Lifters (recently repaired)	\$ 6,000
37	F-150	2018	77,936	Timing Chain, Valves, Lifters	\$ 6,000
38	F-250 (4X4)	2019	59,078	Front end Repairs Needed	\$ 2,000
41	F-250 (4X4)	2019	41,688	Front end Repairs Needed	\$ 3,000
3	F-150	2013	92,278	Needs Replacement (High Mileage/Age)	\$ 45,000



32	F-250 (4X4)	2017	99,825	Needs Replacement (High Mileage/Age)	\$70,000
Total estimated repairs/replacements needed					\$302,000

An economic analysis of historical maintenance data over the past five years revealed that maintaining the current aging fleet results in escalating costs, unpredictable expenditures and increased downtime. These costs have further been aggregated across the fleet for an average cost per vehicle based on the current fleet size and the true annual costs experienced by the District for said maintenance activities. A lease and maintenance option with Enterprise Fleet Maintenance would not include normal wear and tear items like brakes and tires, therefore staff has separated them out in the analysis. The results of said analysis are identified in Table 3 below.

Year	Fleet Total	General			Brakes & Tires (Avg \$/Vehicle)	Total Annual Maintenance & Brakes/Tire (\$)	Total Maint., Brakes, Tires (Avg \$/Vehicle)
		General Maintenance	(Avg \$/Vehicle)	Brakes/Tires			
2020	23	\$ 32,783.29	\$ 1,425.36	\$ 9,453.88	\$ 411.04	\$ 42,237.17	\$ 1,836.40
2021	23	\$ 59,050.14	\$ 2,567.40	\$ 8,927.73	\$ 388.16	\$ 67,977.87	\$ 2,955.56
2022	23	\$ 61,201.51	\$ 2,660.94	\$ 19,220.86	\$ 835.69	\$ 80,422.37	\$ 3,496.62
2023	23	\$ 35,506.58	\$ 1,543.76	\$ 17,057.53	\$ 741.63	\$ 52,564.11	\$ 2,285.40
2024	23	\$ 44,000.48	\$ 1,913.06	\$ 12,377.97	\$ 538.17	\$ 56,378.45	\$ 2,451.24
			<b>\$ 2,022.10</b>		<b>\$ 582.94</b>		<b>\$ 2,605.04</b>

Staff identifies that transitioning to a managed lease model with Enterprise Fleet Management would address aging vehicles, support fleet growth, and meet future regulatory benchmarks, while reducing overall maintenance costs over time. Further, a phased approach would allow District staff to identify which vehicles would be sold for residual equity and replaced with a lease option. Leased options are ordered with all toolboxes, emergency lights and associated equipment desired by the District and approved upon delivery.

Further, District staff have identified five (5) fleet growth vehicles as capital projects initially funded and scheduled for purchase in 2024 to support growth in the Operations Department, specifically in areas related to Customer Service, Maintenance, Non-Potable Water/Cross-Connection Control, and Transmission and Distribution. These projects have since been rescheduled for 2025 as the District evaluated compliance options related to California Governor's Executive Order N-79-20 requiring phased ZEV integration. The installation of necessary charging infrastructure further complicated the District's planning phase for compliance activities. Now that the District has committed to the fleet benchmark option, staff are prepared to move these projects forward in coordination with the development of the charging infrastructure.





The plan for migration to a leased fleet option with the planned new additional vehicles identified for purchase in 2025 is identified in Table 4 below.

Year	Original District Owned Fleet (4/25)	Total Proposed Leased Vehicles	Retired Fleet Vehicles	Proposed New Add'l Vehicles	Remaining District Owned Fleet (6/25)	Total Owned and Leased Fleet (6/25)	ZEV Req'd Est.
2025	23	11	6	5	17	28	0
2026	17	16	5	0	12	28	3
2027	12	20	4	0	8	28	1
2028	8	25	5	0	3	28	2
2029	3	28	3	0	0	28	1

Enterprise offers flexible, open-ended equity leases that return equity from vehicle resale and do not impose mileage or early-termination penalties. Leasing new vehicles will also ensure all units are equipped with the latest safety features, supporting employee safety and reducing liability exposure. This model facilitates the build-out of necessary electric vehicle (EV) charging infrastructure over time.

The initial Enterprise cost proposal reflects the replacement of existing vehicles only. The five (5) new fleet expansion vehicles are included in the lease plan but not itemized in the proposal due to the lack of Vehicle Identification Numbers (VIN) numbers required for Enterprise modeling software. The anticipated five-year fleet transition plan and estimated costs are outlined in Table 5 below. These estimates will be refined annually based on factory order pricing and equity of replacement vehicles at the time of order. Further, these costs include annual general maintenance costs for all leased vehicles excluding normal wear and tear items such as brakes and tires.

Year	Fleet Total (Leased)	Total Annual Lease Cost for Total Leased Vehicles (\$)	Enterprise General Maintenance Annual Cost	Total Leased Vehicle Cost and Maintenance (no Brakes/Tires) (\$)
2025	11	\$ 162,007.00	\$ 8,597.64	\$ 170,604.64
2026	16	\$ 116,821.00	\$ 12,913.00	\$ 129,734.00
2027	20	\$ 154,487.00	\$ 16,140.00	\$ 170,627.00
2028	25	\$ 205,452.00	\$ 19,200.00	\$ 224,652.00
2029	28	\$ 205,420.00	\$ 20,235.00	\$ 225,655.00
		<b>\$ 844,187.00</b>	<b>\$ 77,085.64</b>	<b>\$ 921,272.64</b>

At its Regular Meeting of December 11, 2024, the Board of Directors approved the 2025 Operating Budget and 2025-2029 Capital Improvement Budget (CIB), which provides a schedule and



funding source for the replacement of various District Fleet Vehicles necessary to provide efficient delivery of services to the community. An analysis of the anticipated replacement vehicles identified in the CIB over the next three (3) years and the replacement of four (4) current vehicles with mileage exceeding 90,000 miles is identified in Table 6 hereafter.

Table 6 - Estimated Owned Fleet Cost		
Budgeted CIB Expenditures	4 Replacement Vehicle Estimate in Lieu of Lease	Total Expenditures (CIB + Add'l Vehicles (\$))
\$ 279,800.00	\$ 270,000.00	\$ 549,800.00
\$ 156,200.00	\$ -	\$ 156,200.00
\$ 186,800.00	\$ -	\$ 186,800.00
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
<b>\$ 622,800.00</b>	<b>\$ 270,000.00</b>	<b>\$ 892,800.00</b>

A final cost analysis over the next five (5) years with a 3.0% escalator was conducted to understand the total annual cost of the maintenance option offered by Enterprise as the fleet was transitioned to a lease option. With a modern fleet and significant repairs covered under the Enterprise maintenance options the total cost to the District over time will be reduced. The results of this analysis is provided in Table 7 below.

Table 7 - 2025-2029 Leased Vehicle and Maintenance Cost Analysis								
Year	General Maintenance (Avg \$/Vehicle)	Total Leased Maintenance (\$)	Total Estimated Owned Maintenance (\$)	General Owned Maintenance (Avg \$/Vehicle)	Maintenance Escalator: 3.00%		Total Maint. & Brakes, Tires (Avg \$/Vehicle)	
					All Vehicles Brakes & Tires (\$)	Brakes & Tires All Vehicles (Avg \$/Vehicle)		
2025	\$ 781.60	\$ 8,597.64	\$ 35,407.05	\$ 2,082.77	\$ 16,811.96	\$ 600.43	\$ 60,816.64	
2026	\$ 807.06	\$ 12,913.00	\$ 25,743.01	\$ 2,145.25	\$ 17,316.32	\$ 618.44	\$ 55,972.32	
2027	\$ 807.00	\$ 16,140.00	\$ 17,676.86	\$ 2,209.61	\$ 17,835.81	\$ 636.99	\$ 51,652.67	
2028	\$ 768.00	\$ 19,200.00	\$ 6,827.69	\$ 2,275.90	\$ 18,370.88	\$ 656.10	\$ 44,398.57	
2029	\$ 722.68	\$ 20,235.00	\$ -	\$ -	\$ 18,922.01	\$ 675.79	\$ 39,157.01	

While this will represent a new ongoing cost for the District, it introduces cost predictability and replaces large, unplanned capital outlays and unpredictable repair expenditures with manageable, scheduled lease payments. Staff anticipates the use of a modern fleet will reduce maintenance, improved fuel efficiency, and enhance safety and operational uptime while improving efficiency, response times and employee moral.

Enterprise Fleet Management holds a competitively awarded cooperative purchasing contract, successfully used by multiple nearby agencies including the City of Beaumont, the City of Banning, Riverside Community College District, and Mission Springs Water District, among others, through **Sourcewell Contract No. 030122-EFM**, valid through April 2026. Under



California Public Contract Code Section 20652, the District may leverage this contract without conducting its own competitive bid process.

Enterprise's government-specific pricing structure, combined with its resale expertise (achieving 110.5% of industry average), provides significant cost advantages. The District is not locked into a long-term agreement and may exit the program at any time. Leases are on a month-to-month basis, and the District may simply stop acquiring new vehicles through the program while continuing to pay off existing lease balances until title is acquired. Vehicles can be paid off at any time without penalties, providing full flexibility in managing the fleet.

This proposed shift to fleet leasing through Enterprise Fleet Management allows BCVWD to modernize its operations, meet regulatory compliance benchmarks, reduce repair and downtime costs, increase safety by utilizing the latest vehicle safety features, and avoid capital expenditure spikes. Staff recommends approval of the proposed agreement to begin implementation in 2025.

### **Fiscal Impact**

The fiscal impact to the District in 2025 is anticipated to be \$170,604.64 and will be confirmed at the time of order. Annually, the lease amount will be identified within the Capital Improvement Budget as part of the Capital Replacement Program, based on the General Manager's recommendation for that year's vehicle replacement (anticipated five year vehicle replacement) to maximize the resale value and equity benefit for a new lease. Funds are available for this Fleet Management Agreement through the District's Capital Replacement Reserves.

### **Attachment(s)**

1. Enterprise Fleet Proposal Synopsis (March 2025)
2. Enterprise Menu Pricing Spreadsheet (March 2025)
3. Sourcewell Cooperative Contract Reference
4. Executive Order N-79-20 Benchmark Table

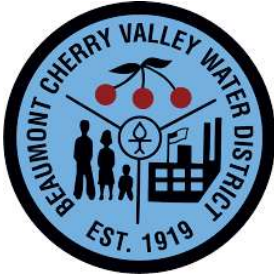
Staff Report prepared by James Bean, Director of Operations



FLEET MANAGEMENT

FLEET SYNOPSIS

BEAUMONT CHERRY VALLEY WATER DISTRICT



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Beaumont, CA 92223

Enterprise Fleet Management, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Darrin Yamamoto
Account Executive
1400 N. Kellogg Dr. Ste G
Anaheim, CA 92807
714-463-7600 Office
562-881-6074 Cell
Darrin.A.Yamamoto@efleets.com

# FLEET SYNOPSIS

## BEAUMONT CHERRY VALLEY WATER DISTRICT

### Impact of Partnership

#### THE SITUATION

The Beaumont Cherry Valley Water District (BCVWD) is looking to capitalize on its low mileage patterns, government buying power, and Enterprise's strong resale abilities to lower the age and costs of its light and medium duty fleet vehicles and take advantage of newer, more efficient, and safer technology.

- 30.4% of the current fleet is over 10 years old; average vehicle age is 8.0 years old
- Sporadic purchasing of new vehicles over the last 8 years of 2 vehicles per year
- Manufacturers continually make improvements in efficiency, safety, and alternative fuel options
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.

#### THE OBJECTIVES

Enterprise Fleet Management's proposal is to save BCVWD resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease\* as a funding mechanism, allowing BCVWD to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency, safety, and reduce maintenance expense. Costs on new vehicles will be fixed and guaranteed.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.
- Replacement recommendations are subject to vehicle type, miles, condition, and market factors, but will typically be between one and seven years in operation. EFM team will make professional recommendations to BCVWD at least twice per year, but as often as requested.

\*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. BCVWD receives flexibility of ownership, as well as net equity from sale at time of disposal.

#### SAFETY FEATURES

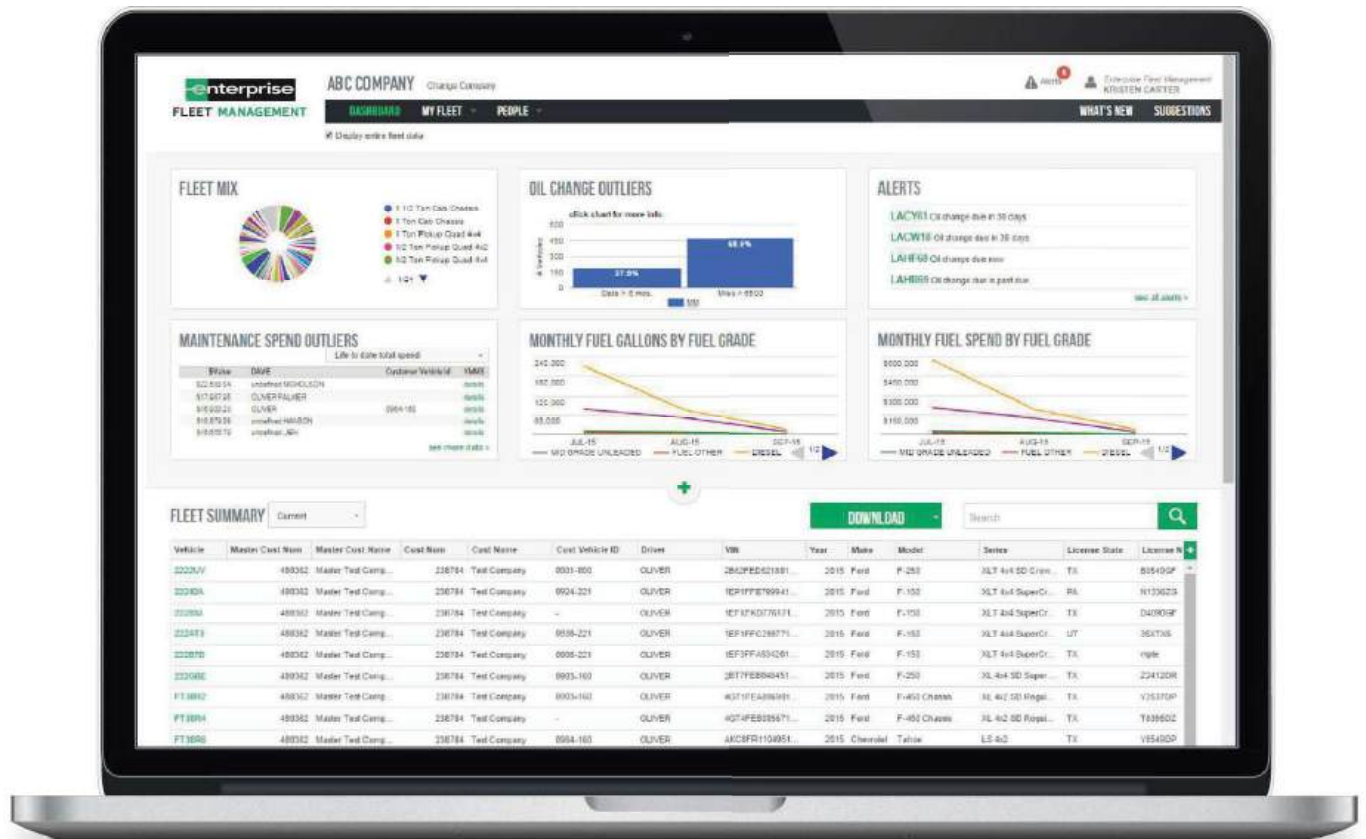
By transitioning into newer vehicles, BCVWD will have vehicles equipped with the most up to date safety features that are now standard on most models. Current fleet and important technological advances over the years include:

- 1 vehicles predate Anti-Lock Brake Standardization (2007)
- 4 vehicles predate Electronic Stability Control (ESC) Standardization (2012)
  - ESC is the most significant safety invention since the seatbelt
- 7 vehicles predate Forward Collision/Blind Spot Warning (2017)

#### THE RESULTS

By partnering with Enterprise Fleet Management, BCVWD will be able to bring in 11 initial vehicles while avoiding a large capital outlay. Maintenance and fuel costs will immediately be reduced, while leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, BCVWD will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 110.5% above industry average. By shifting from replacing vehicles at the end of their useful life to strategically planning vehicle purchases to maximize resale value and minimize operating expenses, BCVWD will be able to have a refreshed fleet every 5 years versus 10 years and will be able to reduce its fleet spend by a projected \$319,322 over the next 10 years.

## CLIENT WEBSITE



- Visibility and tracking of vehicle data
- Customized dashboards with easy reporting
- Real-time alerts
- Simplify accounting processes with vehicle descriptors
- Self-service features including driver changes, vehicle descriptors, mileage information and more
- Assign unlimited unique identifiers to each vehicle to simplify routine tasks and vehicle categorization

## SOURCEWELL

Sourcewell has done the cooperative purchasing work for you by satisfying the competitive solicitation requirements by partnering with Enterprise Fleet Management as a trusted vehicle solutions provider. Streamline the purchasing process with this valued partnership. With thousands of local government contracts, Enterprise Fleet Management has the "know-how" to receive county, government and municipality approval. #030122-EFM Maturity Date: 04/18/2026



# SUPPORTING EVIDENCE

## BEAUMONT CHERRY VALLEY WATER DISTRICT

### Beaumont Cherry Valley Fleet Profile and Replacement Schedule



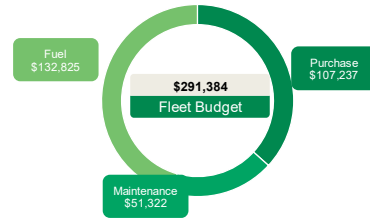
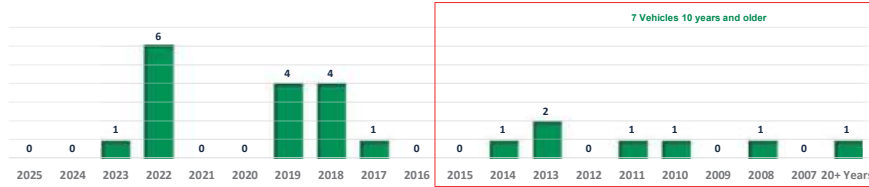
Fleet Profile				Fleet Replacement Schedule						
Vehicle Type	Count	Average Age (years)	Average Annual Mileage	2025	2026	2027	2028	2029	Under-Utilized	Excluded
<b>12 Vehicle Types</b>	<b>23</b>	<b>8.0</b>	<b>8,400</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>0</b>	<b>0</b>
Mid Size SUV 4x4	1	15.3	8,400	1	0	0	0	0	0	0
Compact Pickup Ext 4x4	1	3.1	8,400	0	0	0	1	0	0	0
Compact Pickup Quad 4x4	1	3.1	8,400	1	0	0	0	0	0	0
1/2 Ton Pickup Reg 4x2	6	7.8	8,400	1	2	2	1	0	0	0
1/2 Ton Pickup Reg 4x4	1	3.1	8,400	0	0	0	1	0	0	0
3/4 Ton Pickup Reg 4x2	1	20.3	8,400	1	0	0	0	0	0	0
3/4 Ton Pickup Reg 4x4	4	7.9	8,400	0	2	2	0	0	0	0
3/4 Ton Pickup Ext 4x4	1	6.2	8,400	0	0	0	1	0	0	0
1 Ton Pickup Reg 4x2	1	12.3	8,400	0	1	0	0	0	0	0
1 Ton Cab Chassis	4	5.6	8,400	1	0	0	1	2	0	0
1/2 Ton Cab Chassis	1	3.1	8,400	0	0	0	1	0	0	0
Med Duty Cab Chassis	1	17.3	8,400	1	0	0	0	0	0	0

**Replacement Criteria**

- \* Fiscal Year 2025 = 10 years old and older, or odometer over 100,000
- \* Fiscal Year 2026 = 8 years old and older, or odometer over 60,000
- \* Fiscal Year 2027 = 6 years old and older, or odometer over 40,000
- \* Fiscal Year 2028 = 4 years old and older, or odometer over 20,000
- \* Fiscal Year 2029 = Remaining Vehicles
- \* Underutilized = Annual Mileage less than 1,000

Vehicle Type	Quantity	Avg Age	Avg Annual
TRUCK	22	7.7	8,400
SUV	1	15.3	8,400
VAN	0		
CAR	0		
<b>Totals/Averages:</b>	<b>23</b>	<b>8.0</b>	<b>8,400</b>

### MODEL YEAR ANALYSIS



### Beaumont Cherry Valley Water District Fleet Planning Analysis



Assumptions	Fleet Analyzed	23	Fleet Growth	0.00%	Proposals	Proposed Fleet	23
	Current Cycle	11.50	Annual Miles	8,400		Proposed Cycle	5.00
	Current Maintenance	\$185.95	Current MPG	8		Proposed Maintenance	\$73.31
	Maint. Cents Per Mile	\$0.27	Price/Gallon	\$5.50			

Fiscal Year	Fleet Mix				Fleet Cost					Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
<b>Average</b>	<b>23</b>	<b>2.0</b>	<b>23</b>	<b>0</b>	<b>107,237</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51,322</b>	<b>132,825</b>	<b>291,384</b>	<b>0</b>
Year 1 ('25)	23	6	17	6	0	88,848	-27,300		43,212	122,925	227,686	63,698
Year 2 ('26)	23	5	12	11	0	116,821	-40,386		36,454	114,675	227,565	63,819
Year 3 ('27)	23	4	8	15	0	154,487	-38,961		31,048	108,075	254,649	36,735
Year 4 ('28)	23	5	3	20	0	205,131	-66,057		24,290	99,825	263,188	28,196
Year 5 ('29)	23	3	0	23	0	250,452	-51,300	-69,277	20,235	94,875	244,985	46,399
Year 6 ('30)	23	6	0	23	0	250,452		-73,207	20,235	94,875	292,355	-971
Year 7 ('31)	23	5	0	23	0	250,452		-54,606	20,235	94,875	310,955	-19,571
Year 8 ('32)	23	4	0	23	0	250,452		-75,896	20,235	94,875	289,665	1,719
Year 9 ('33)	23	5	0	23	0	250,452		-47,240	20,235	94,875	318,321	-26,937
Year 10 ('34)	23	3	0	23	0	250,452		-69,277	20,235	94,875	296,285	-4,901

**SAVINGS**

**10 Year Savings\*** \$319,322

**Net Sustainable Impact\*** \$12,596

\*Includes total unrealized equity of \$131,136

Projected Fleet Equity Analysis						
YEAR	2025	2026	2027	2028	2029	Under-Utilized
QTY	6	5	4	5	3	0
Est \$	\$4,550	\$8,077	\$9,740	\$13,211	\$17,100	\$0
TOTAL	\$27,300	\$40,386	\$38,961	\$66,057	\$51,300	\$0
<b>\$224,003</b>						
Estimated Current Fleet Equity**						

\* Lease Rates are conservative estimates  
 \*\*Estimated Projected Fleet Equity is based on the current fleet "sight unseen" based on replacement year and can be adjusted after physical inspection and may change based on market factors, these are not guaranteed values  
 Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

#### Key Objectives

- Lower average age of the fleet**  
30% of the current light and medium duty fleet is over 10 years old  
Resale of the aging fleet is significantly reduced
- Reduce operating costs**  
Newer vehicles have a significantly lower maintenance expense  
Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget**  
Challenged by inconsistent yearly budgets  
Currently vehicle budget is underfunded

ANALYSIS BASED ON ORIGINAL RECOMMENDATIONS FOR CONCEPTUAL SAVINGS AND MAY CHANGE BASED ON FINAL PROPOSAL, CHANGES TO THE MARKET AND OTHER FACTORS

Prepared on 3/24/2025 Version 03052022



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# MEDIA & CASE STUDY

## BEAUMONT CHERRY VALLEY WATER DISTRICT

### CASE STUDY | CITY OF SAN MARCOS



### The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

#### BACKGROUND

Location: San Marcos, CA  
 Industry: Government  
 Total vehicles: 90 vehicles

#### THE CHALLENGE

Half of The City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

#### THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

**"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."**

— Lisa Fowler, Public Works Manager- Administration & Fleet

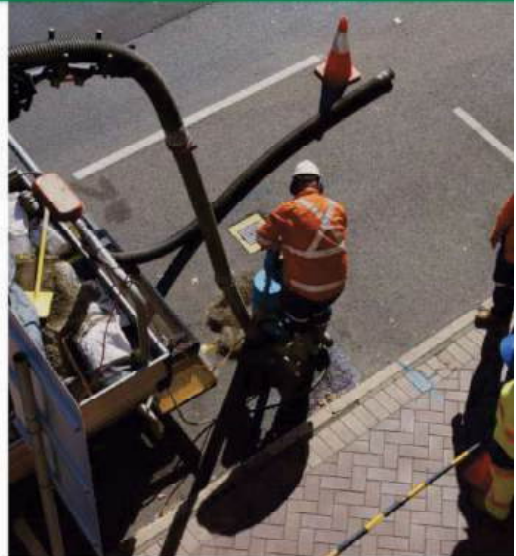
The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

#### THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of \$1.1 million over a five-year period.

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.

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#### Key Results

**27% DECREASE**  
 IN FLEET COSTS



**RIGHT-SIZED FLEET BY 10% FOR BETTER UTILIZATION**



**REPLACED 90 VEHICLES OVER A 3-YEAR PERIOD**





# REFERENCES

## BEAUMONT CHERRY VALLEY WATER DISTRICT

### A FEW CURRENT PARTNERS

- Mission Springs Water District
- Elsinore Valley Municipal Water District
- Western Municipal Water District
- City of Banning
- City of San Jacinto
- City of Bishop
- City of Corona
- City of Redlands
- City of Ontario
- California State University, Fullerton
- Beaumont Unified School District
- Riverside Community College District
- Desert Community College District
- County of Riverside
- County of San Bernardino
- County of Orange

### REFERENCES

Client: **Mission Springs Water District**

Contact: Jeff Nutter, Maintenance Superintendent

Phone : 760-404-7804

Email : [jnutter@mswd.org](mailto:jnutter@mswd.org)

Client: **Elsinore Valley Municipal Water District**

Contact: David Smith, Maintenance Manager

Phone : 951-837-9818 X8202

Email : [davids@evmwd.net](mailto:davids@evmwd.net)

Client: **Western Municipal Water District**

Contact: Jason Baringer, Asset Management Supervisor

Phone : 951-789-5124

Email : [jbaringer@wmwd.com](mailto:jbaringer@wmwd.com)

# ADDITIONAL BENEFITS

## BEAUMONT CHERRY VALLEY WATER DISTRICT

### *The Enterprise Approach*

Enterprise Fleet Management can help you reduce the age of your fleet within your budget by moving you from an owned, buy-and-hold fleet management approach to a more flexible program with a shortened cycle, meaning you can have newer - and safer - vehicles for the same investment (or less).

### *Local Know-How*

Your dedicated, local Account Manager will provide a Fleet Cost Analysis showing the financial benefits of replacing vehicles, as well as the sustained average savings once all your vehicles are newer and more reliable. See how far an exceptional fleet program can take your organization. We'll save you thousands with local, hands-on management, award-winning technology, and the infrastructure and expertise of Enterprise.

### *Buying Power*

Knowing when to sell your vehicles, find the best resale values, selecting and negotiating pricing for the right replacement and streamline ongoing maintenance is a lot to manage on your own. With our expertise, we'll do all that for you, along with helping you track performance of every vehicle, so you'll know where you stand.

### *Employee Benefit*

Employees take advantage of Preferred Partner discount on personal rentals.

### *Technology & Analytics*

We'll help you make better, easier decisions with data. Our technology offers insights into which vehicles are underutilized and why, ensuring you're getting the right value out of every vehicle. We can also help you assign and track driver training to reinforce fleet vehicle policies.

# Attachment 2

## BCVWD Menu Pricing

Mar-25



FLEET MANAGEMENT

Total Annual Cost	\$162,006.48
Annual Maintenance Cost	\$8,597.64
Total Equity At Term	\$201,865.00
Total Annual Cost After Equity	\$121,633.48
Total One Time Aftermarket Cost	\$67,084.64
Estimated Equity Existing Vehicles	\$28,487.00

\*Lease rates are based upon factory order pricing and miles per year. Government Bid is subject to change and is confirmed at time of order.

\*\*\*Equity on 6 vehicles, BCVWD looking to add 5 growth vehicles\*\*\*

Vehicle Type	Year	Make	Model	Trim Level	
Trucks	2025	Ford	Ranger	XL 4x4 Super Crew 5 ft. box 128.7 in. WB	
	2025	Ford	F150	XL 4x4 Regular Cab 6.5 ft. box 122 in. WB - 5.0L V8 Engine	
	2025	Ford	F150	XL 4x4 Regular Cab 8 ft. box 141 in. WB - 2.7L V6 EcoBoost Engine	
	2025	Ford	F250	XL 4x4 Regular Cab 142 in. WB SRW - Harbor Combo Body	
	2025	Ford	F250	XL 4x4 Regular Cab 142 in. WB SRW - Harbor Combo Body with Ladder Rack	
	2025	Ford	F250	XL 4x2 Regular Cab 142 in. WB SRW - Harbor Combo Body	
	2025	Ford	F350 Chassis	XL 4x4 Regular Cab 145 in. WB SRW - Harbor Combo Body with Ladder Rack	
	2025	Ford	F550 Chassis	XL 4x2 Regular Cab 169 in. WB DRW - Dump Body	

Quantity	Term	Estimated Annual Mileage
2	60	9000
0	60	10000
3	60	10000
1	60	11000
1	60	11000
2	60	11000
1	60	8000
1	60	5000
11		

Vehicle Cost, Including All Equipment	Vehicle Cost	Equipment Cost	Full Maintenance Rate	Monthly Cost (Lease Rate, including tax)*	Annual Cost Per Vehicle
\$41,423.48	\$38,384.00	\$5,039.48	\$60.58	\$880.74	\$10,568.88
\$48,197.91	\$43,198.00	\$4,999.91	\$64.14	\$1,022.95	\$12,275.40
\$46,898.91	\$41,899.00	\$4,999.91	\$64.14	\$995.67	\$11,948.04
\$64,973.61	\$46,116.00	\$18,857.61	\$70.81	\$1,187.29	\$14,247.48
\$65,743.11	\$46,116.00	\$19,627.11	\$70.81	\$1,195.79	\$14,349.48
\$62,322.61	\$43,465.00	\$18,857.61	\$67.26	\$1,131.66	\$13,579.92
\$74,650.11	\$55,023.00	\$19,627.11	\$60.80	\$1,386.73	\$16,640.76
\$85,444.62	\$56,761.00	\$28,683.62	\$65.95	\$1,523.13	\$18,277.56
					\$111,887.52

Annual Cost by Quantity	Estimated Equity at Term	One time Aftermarket Cost (By Quantity)
\$21,137.76	\$7,238.00	\$0.00
\$0.00	\$14,995.00	\$0.00
\$35,844.12	\$15,124.00	\$0.00
\$14,247.48	\$21,425.00	\$10,283.75
\$14,349.48	\$22,427.00	\$10,698.59
\$27,159.84	\$22,427.00	\$10,283.75
\$16,640.76	\$25,196.00	\$10,601.72
\$18,277.56	\$28,115.00	\$14,933.08
	\$56,800.89	

**Attachment 3****Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;



- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

## Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

## Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

## Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the



procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Dain Giesie*  
EFC279C1DE8D465...

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

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

Jeremy Schwartz

Dain Giesie

Title: Chief Procurement Officer

Title: Vice President

5/4/2022 | 9:11 AM CDT

5/4/2022 | 2:58 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

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

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: \_\_\_\_\_

# RFP 030122 - Fleet Management Services

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## Vendor Details

Company Name: Enterprise Fleet Management, Inc.  
Does your company conduct business under any other name? If yes, please state: MO  
Address: 600 Corporate Park Dr.  
St. Louis, MO 63050  
Contact: Dain Giesie  
Email: Dain.E.Giesie@efleets.com  
Phone: 314-274-5428  
Fax: 314-274-5428  
HST#: 43-1697807

## Submission Details

Created On: Tuesday February 01, 2022 10:13:18  
Submitted On: Tuesday March 01, 2022 16:13:51  
Submitted By: Dain Giesie  
Email: Dain.E.Giesie@efleets.com  
Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609  
Submitter's IP Address: 4.30.165.86

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management
4	Provide your CAGE code or DUNS number:	08-001-5860
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105
6	Proposer website address (or addresses):	efleets.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p><b>Background and History</b>                  In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p><b>Founding Values</b>                  Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own.                  Personal honesty and integrity are the foundation of our success.                  Customer service is our way of life.                  Our company is a fun and friendly place, where teamwork rules.                  We work hard...and we reward hard work.                  Great things happen when we listen...to our customers and to each other.                  We strengthen our communities, one neighborhood at a time.                  Our doors are open.</p> <p><b>Business Philosophy</b>                  Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p>
11	<p>What are your company's expectations in the event of an award?</p>	<p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<ul style="list-style-type: none"> <li>o Alberta Corporate License number: 2116040300</li> <li>o Saskatchewan Corporate License number: 101184133</li> <li>o Manitoba Corporate License number: 6262881</li> <li>o GST number: 82540 4205 RT0001:</li> <li>o Saskatchewan PST number: 2476059</li> <li>o Manitoba PST number: 82540 4205 MC0001</li> </ul>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website.  Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p><b>Fleet Management Director</b></p> <ul style="list-style-type: none"> <li>• The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services.</li> </ul> <p><b>Fleet Strategy Manager</b></p> <ul style="list-style-type: none"> <li>• Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles</li> <li>• Works with wholesalers nationwide to sell vehicles in an average of 23 days</li> </ul> <p><b>Finance Manager</b></p> <ul style="list-style-type: none"> <li>• A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet.</li> </ul> <p><b>Account Executive</b></p> <ul style="list-style-type: none"> <li>• Designs, reviews and implements fleet management programs</li> <li>• Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs</li> </ul> <p><b>Area Sales Manager</b></p> <ul style="list-style-type: none"> <li>• Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed</li> </ul> <p><b>Client Strategy Manager</b></p> <ul style="list-style-type: none"> <li>• Implements fleet management programs specifically designed for Sourcewell</li> <li>• Reviews Sourcewell's Fleet Profile on a regular basis</li> <li>• Proactively forecasts vehicle replacement needs</li> <li>• Secondary point of contact for fleet related matters</li> </ul> <p><b>Account Fleet Coordinator</b></p> <ul style="list-style-type: none"> <li>• Primary contact for Sourcewell's fleet needs</li> <li>• Administers all day-to-day fleet-related matters</li> <li>• Works with Client Strategy Manager to provide turnkey fleet management</li> <li>• Works directly with Sourcewell's employees on fleet issues</li> </ul>
27	Dealer network or other distribution methods.	<p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p><b>Vehicle Delivery</b></p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> <li>• Acceptance of vehicle, including inspection for damage or missing equipment.</li> <li>• Filing of claims and making arrangements for any necessary repairs.</li> <li>• Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment.</li> <li>• Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle.</li> <li>• Application for Title and Registration with the state and installation of license plates or temporary tags.</li> </ul>

<p>28</p>	<p>Service force.</p>	<p><b>Call Center</b></p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p><b>Supplier Network</b></p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service Quality index (SQi) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> <li>• Our brands are the most valuable things we own.</li> <li>• Personal honesty and integrity are the foundation of our success.</li> <li>• Customer service is our way of life.</li> <li>• Our company is a fun and friendly place, where teamwork rules.</li> <li>• We work hard...and we reward hard work.</li> <li>• Great things happen when we listen...to our customers and to each other.</li> <li>• We strengthen our communities, one neighborhood at a time.</li> <li>• Our doors are open.</li> </ul>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcwell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> <li>• A marketing banner on the Sourcwell website announcing the partnership and details</li> <li>• Targeting the largest members first to maximize the impact</li> <li>• Local sales teams will meet regularly with current and potential members</li> <li>• Direct-mail campaign with customized fliers featuring program information</li> </ul>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic.  Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcwell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company.  This will be customized to Sourcwell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> <li>• Customizable dashboards show graphs, data, and analysis that is most important to you</li> <li>• Reporting covering entire fleet, with drill-down capability to individual vehicles</li> <li>• Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc.</li> <li>• Life-to-date maintenance data and complete vehicle history for each vehicle</li> </ul> <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> <li>• Web-based solution for year-over-year fleet analysis led by local Enterprise team</li> <li>• Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc.</li> <li>• Document goals to develop the best possible fleet cycling plan and lower costs</li> </ul> <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> <li>• Vehicle selector allows Enterprise to compare up to six vehicles side-by-side</li> <li>• Integrate all costs for a total cost analysis</li> <li>• Determine the best time to replace your vehicles</li> </ul> <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> <li>• Web-based repair and maintenance authorization platform to reduce downtime</li> <li>• Integration with most national account partners for faster approvals</li> <li>• Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues</li> <li>• Real-time maintenance updates</li> <li>• Access to more than 100 ASE-certified technicians employed by Enterprise</li> </ul> <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> <li>• Fuel station and maintenance shop locator</li> <li>• Click-to-call roadside assistance</li> <li>• Accident reporting (including photos)</li> <li>• Receive alerts</li> <li>• Enter and track mileage</li> <li>• View order status of purchased vehicles</li> <li>• View maintenance cards</li> <li>• Check-in and check-out for vehicles with multiple drivers</li> <li>• Edit incorrect mileage entries</li> </ul>
<p>42</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

#### Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

#### Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options. \*

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
  - Duty of Care
  - Supplier Code of Conduct
  - Human Rights
  - Safety Recalls
  - Workplace Ethics
  - Employment and Equal Opportunity
  - Founding Values
  - Privacy and Safe Harbor
  - Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires



43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) &amp; Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> <li>• Identify opportunities for SBE/MWBE certified vendors to provide goods and services.</li> <li>• Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses.</li> <li>• Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required</li> <li>• Negotiate in good faith with interested SBE/MWBE Certified Vendors</li> <li>• Join and support local and national minority, women, and small business organizations.</li> <li>• Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services.</li> <li>• Encourage drivers to utilize DBE &amp; M/WBE vendors for maintenance and repair based on each company's needs.</li> <li>• In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.</li> </ul>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> <li>• Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more.</li> <li>• Sales force &amp; Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers.</li> <li>• Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well.</li> <li>• Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.</li> <li>• Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price.</li> <li>• Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.</li> </ul>

### Table 9A: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network.  When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.  Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency:  <b>Fuel Card</b> We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none"><li>• Convenience: Card accepted at more than 180,000 U.S. locations</li><li>• Security: Cards with driver identification issued to the driver assigned to the vehicle</li><li>• Control: Card program offers various controls to help manage your fleet's fueling expenses</li></ul> WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis.  Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: <ul style="list-style-type: none"><li>• Review transaction activity</li><li>• Identify potentially abusive or fraudulent behavior</li><li>• Notify customers when such behavior occurs</li></ul> <b>GPS</b> Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: <ul style="list-style-type: none"><li>• Safety: Breakthrough accident detection, safer driving behavior, in-</li></ul>

vehicle driver coaching

- Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs
- Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- Compliance: Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.

**Full Maintenance**  
Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- Sourcewell can set up and send automatic service reminders through Enterprise's website

**Maintenance Management**  
With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQi feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: <ul style="list-style-type: none"> <li>• Active management of vehicle lifecycle to minimize fuel and maintenance spend</li> <li>• Annual fuel and maintenance spend benchmarking to decrease total cost of ownership</li> <li>• Comparison of vehicle makes and models to provide better total cost of ownership</li> <li>• Increased equity gain at disposal through proactive fleet planning and forecasting</li> <li>• Continuing review of resale market to identify best disposal method and holding period</li> <li>• Comparison of Enterprise resale performance against industry standards</li> <li>• Management of Sourcewell incentive programs to reduce acquisition costs</li> <li>• Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs</li> <li>• Review driver and administrator feedback to maximize driver satisfaction</li> </ul>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> <li>• Direct debit – payments are withdrawn on the 20th of each month</li> <li>• One-time ACH – can be completed via phone or email</li> <li>• Check – can be mailed or overnighted to Enterprise</li> <li>• Wire/ACH push – can be set up through Enterprise’s bank</li> </ul>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> <li>• Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference.</li> <li>• Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles.</li> <li>• Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front.</li> <li>• Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value.</li> </ul> <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> <li>• Improved cash flow</li> <li>• No mileage restrictions or wear-and-tear charges</li> <li>• Flexible financing options</li> <li>• Customized terms for use and type of vehicle</li> <li>• Retention of ownership rights</li> </ul> <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.</p> <p>The mechanics of this lease involve financing the difference between the vehicle’s purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle’s age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

### Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p><b>Inclusive, Upfront Pricing</b> Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p><b>Integrity and Transparency</b> We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p><b>Flexible Options</b> Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcwell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.  Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

**Table 11A: Pricing Grid: Acquisition Terms**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

**Table 11B: Pricing Grid: Incentives**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

**Table 11C: Pricing Grid: Maintenance & Fees**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries.  Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below.  Deliveries to qualified members during the term of the contract is \$125.00 per new delivery.  Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> <li>• Total cost of ownership analysis and comparisons</li> <li>• Dedicated local account team assigned to each client to make ongoing cost saving recommendations</li> <li>• Company fleet policy consultation</li> <li>• Insurance consultation and programs</li> <li>• Customizable lease options and financing</li> <li>• Detailed driver analysis</li> <li>• Fleet selection and acquisition</li> <li>• Maintenance and fuel program management for both leased and client owned vehicles</li> <li>• Four-year cost model development</li> <li>• License, title and renewal services for both leased and client owned vehicles</li> <li>• Customizable website dashboard with near real-time data and reporting</li> <li>• Remarketing and resale for both leased and client owned vehicles</li> <li>• Driver Safety programs</li> </ul>
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> <li>• Fleet cost analysis</li> <li>• Company fleet policy constitution</li> <li>• Insurance consultation</li> <li>• Detailed driver analysis</li> <li>• Fleet selection</li> <li>• Maintenance and fuel program management</li> <li>• Customized fleet plan based on your specific needs</li> </ul> <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> <li>• Universal fuel card management</li> <li>• Personal-use reporting</li> <li>• Vehicle sharing technology</li> <li>• Maintenance services from ASE-certified technicians</li> <li>• Accident Management services from I-CAR certified professionals</li> <li>• Insurance coverage through our broker, Lockton</li> </ul>

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles. *
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services. *
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services. *
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Fleet_Mgmt_Services_RFP_030122</b> Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Fleet_Mgmt_Services_RFP_030122</b> Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_1_Fleet_Mgmt_Services_RFP_030122</b> Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

**EXECUTIVE ORDER N-79-20**

**WHEREAS** the climate change crisis is happening now, impacting California in unprecedented ways, and affecting the health and safety of too many Californians; and

**WHEREAS** we must accelerate our actions to mitigate and adapt to climate change, and more quickly move toward our low-carbon, sustainable and resilient future; and

**WHEREAS** the COVID-19 pandemic has disrupted the entire transportation sector, bringing a sharp decline in demand for fuels and adversely impacting public transportation; and

**WHEREAS** as our economy recovers, we must accelerate the transition to a carbon neutral future that supports the retention and creation of high-road, high-quality jobs; and

**WHEREAS** California's long-term economic resilience requires bold action to eliminate emissions from transportation, which is the largest source of emissions in the State; and

**WHEREAS** the State must prioritize clean transportation solutions that are accessible to all Californians, particularly those who are low-income or experience a disproportionate share of pollution; and

**WHEREAS** zero emissions technologies, especially trucks and equipment, reduce both greenhouse gas emissions and toxic air pollutants that disproportionately burden our disadvantaged communities of color; and

**WHEREAS** California is a world leader in manufacturing and deploying zero-emission vehicles and chargers and fueling stations for cars, trucks, buses and freight-related equipment; and

**WHEREAS** passenger rail, transit, bicycle and pedestrian infrastructure, and micro-mobility options are critical components to the State achieving carbon neutrality and connecting communities, requiring coordination of investments and work with all levels of governments including rail and transit agencies to support these mobility options; and

**WHEREAS** California's policies have contributed to an on-going reduction in in-state oil extraction, which has declined by over 60 percent since 1985, but demand for oil has not correspondingly declined over the same period of time; and

**WHEREAS** California is already working to decarbonize the transportation fuel sector through the Low Carbon Fuel Standard, which recognizes the full life cycle of carbon in transportation emissions including transport into the State; and

**WHEREAS** clean renewable fuels play a role as California transitions to a decarbonized transportation sector; and

**WHEREAS** to protect the health and safety of our communities and workers the State must focus on the impacts of oil extraction as it transitions away from fossil fuel, by working to end the issuance of new hydraulic fracturing permits by 2024; and

**WHEREAS** a sustainable and inclusive economic future for California will require retaining and creating high-road, high-quality jobs through sustained engagement with communities, workers and industries in changing and growing industries.

**NOW THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California by virtue of the power and authority vested in me by the Constitution and the statutes of the State of California, do hereby issue the following Order to pursue actions necessary to combat the climate crisis.

**IT IS HEREBY ORDERED THAT:**

1. It shall be a goal of the State that 100 percent of in-state sales of new passenger cars and trucks will be zero-emission by 2035. It shall be a further goal of the State that 100 percent of medium- and heavy-duty vehicles in the State be zero-emission by 2045 for all operations where feasible and by 2035 for drayage trucks. It shall be further a goal of the State to transition to 100 percent zero-emission off-road vehicles and equipment by 2035 where feasible.
2. The State Air Resources Board, to the extent consistent with State and federal law, shall develop and propose:
  - a) Passenger vehicle and truck regulations requiring increasing volumes of new zero-emission vehicles sold in the State towards the target of 100 percent of in-state sales by 2035.
  - b) Medium- and heavy-duty vehicle regulations requiring increasing volumes of new zero-emission trucks and buses sold and operated in the State towards the target of 100 percent of the fleet transitioning to zero-emission vehicles by 2045 everywhere feasible and for all drayage trucks to be zero-emission by 2035.
  - c) Strategies, in coordination with other State agencies, U.S. Environmental Protection Agency and local air districts, to achieve 100 percent zero-emission from off-road vehicles and equipment operations in the State by 2035.

In implementing this Paragraph, the State Air Resources Board shall act consistently with technological feasibility and cost-effectiveness.

3. The Governor's Office of Business and Economic Development, in consultation with the State Air Resources Board, Energy Commission, Public Utilities Commission, State Transportation Agency, the

Department of Finance and other State agencies, local agencies and the private sector, shall develop a Zero-Emissions Vehicle Market Development Strategy by January 31, 2021, and update every three years thereafter, that:

- a) Ensures coordinated and expeditious implementation of the system of policies, programs and regulations necessary to achieve the goals and orders established by this Order.
  - b) Outlines State agencies' actions to support new and used zero-emission vehicle markets for broad accessibility for all Californians.
4. The State Air Resources Board, the Energy Commission, Public Utilities Commission and other relevant State agencies, shall use existing authorities to accelerate deployment of affordable fueling and charging options for zero-emission vehicles, in ways that serve all communities and in particular low-income and disadvantaged communities, consistent with State and federal law.
  5. The Energy Commission, in consultation with the State Air Resources Board and the Public Utilities Commission, shall update the biennial statewide assessment of zero-emission vehicle infrastructure required by Assembly Bill 2127 (Chapter 365, Statutes of 2018) to support the levels of electric vehicle adoption required by this Order.
  6. The State Transportation Agency, the Department of Transportation and the California Transportation Commission, in consultation with the Department of Finance and other State agencies, shall by July 15, 2021 identify near term actions, and investment strategies, to improve clean transportation, sustainable freight and transit options, while continuing a "fix-it-first" approach to our transportation system, including where feasible:
    - a) Building towards an integrated, statewide rail and transit network, consistent with the California State Rail Plan, to provide seamless, affordable multimodal travel options for all.
    - b) Supporting bicycle, pedestrian, and micro-mobility options, particularly in low-income and disadvantaged communities in the State, by incorporating safe and accessible infrastructure into projects where appropriate.
    - c) Supporting light, medium, and heavy duty zero-emission vehicles and infrastructure as part of larger transportation projects, where appropriate.
  7. The Labor and Workforce Development Agency and the Office of Planning and Research, in consultation with the Department of Finance and other State agencies, shall develop by July 15, 2021 and expeditiously implement a Just Transition Roadmap, consistent with the recommendations in the "Putting California on the High Road: A Jobs and Climate Action Plan for 2030" report pursuant to Assembly Bill 398 (Chapter 135, Statutes of 2017).



8. To support the transition away from fossil fuels consistent with the goals established in this Order and California's goal to achieve carbon neutrality by no later than 2045, the California Environmental Protection Agency and the California Natural Resources Agency, in consultation with other State, local and federal agencies, shall expedite regulatory processes to repurpose and transition upstream and downstream oil production facilities, while supporting community participation, labor standards, and protection of public health, safety and the environment. The agencies shall report on progress and provide an action plan, including necessary changes in regulations, laws or resources, by July 15, 2021.
9. The State Air Resources Board, in consultation with other State agencies, shall develop and propose strategies to continue the State's current efforts to reduce the carbon intensity of fuels beyond 2030 with consideration of the full life cycle of carbon.
10. The California Environmental Protection Agency and the California Natural Resources Agency, in consultation with the Office of Planning and Research, the Department of Finance, the Governor's Office of Business and Economic Development and other local and federal agencies, shall develop strategies, recommendations and actions by July 15, 2021 to manage and expedite the responsible closure and remediation of former oil extraction sites as the State transitions to a carbon-neutral economy.
11. The Department of Conservation's Geologic Energy Management Division and other relevant State agencies shall strictly enforce bonding requirements and other regulations to ensure oil extraction operators are responsible for the proper closure and remediation of their sites.
12. The Department of Conservation's Geologic Energy Management Division shall:
  - a) Propose a significantly strengthened, stringent, science-based health and safety draft rule that protects communities and workers from the impacts of oil extraction activities by December 31, 2020.
  - b) Post on its website for public review and consultation a draft rule at least 60 days before submitting to the Office of Administrative Law.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, the Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 23rd day of September 2020.



\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 9**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Resolution 2025-\_\_ Revising Policies and Procedures Manual Part II – Applicable to Board of Directors and Staff – Policies Revision Tranche 1**

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**Staff Recommendation**

Review and consider the proposed revisions to the Board of Directors policies and:

1. Adopt Resolution 2025-\_\_ Revising Policies and Procedures Manual Part II – Applicable to Board of Directors and Staff , or
2. Direct staff as desired.

**Executive Summary**

As part of the ongoing updates to the District's Policies and Procedures Manual, staff identified various administrative policies that require revision. The ad hoc Board Policies Committee has recommended several policy sections to be presented to the Board. This is the first group of policies coming forward for Board review. Staff requests consideration of the proposed revisions and approval or clear direction to staff, with the goal of completion of the revised Part II in entirety later in 2025.

**Background**

On March 18, 2009, the Board of Directors adopted Resolution 2009-05, establishing a Policies and Procedures Manual applicable to the Board of Directors and District staff. The document has been updated periodically as needed over the years, and in 2018, the Personnel Committee directed staff to review, revise and update all polices in the Manual. Policies and Procedures Manual Part II was last revised in entirety with Resolution 2019-16. Some piecemeal revisions have been made since that time.

At the December 11, 2024 meeting, President Slawson established the ad hoc Board Policies Committee to review and recommend revisions to Part II of the District's Policies and Procedures Manual Part II. The Committee has so far met three times and reviewed the following policies. As part of their examination, the Committee reviewed other agencies' policies, related law, and other resources such as the California Special Districts Association and the Institute for Local Government.

**Discussion**

The ad hoc Board Policies Committee recommends eight policy revisions for Board consideration. The following attachments provide detail on the proposed revisions.



Tranche 1: Part II Proposed Revisions:

4005	Basis of Authority. Purpose
4010	Members of the Board of Directors
4015	Committees of the Board of Directors
4020	Duties of Board President and Officers
4025	Board Meetings
4030	Board Meeting Agenda Preparation and Distribution
4040	Board Actions and Decisions
4055	Rules of Order for Board and Committee Meetings

**Fiscal Impact**

None.

**Attachments**

A. Resolution 2025- \_\_\_ Revising Policies and Procedures Manual Part II – Applicable to Board of Directors and Staff

B. Draft Policy revisions:

	Policy No.	Policy Title
1	<b>4005</b>	Basis of Authority
	1A	4005 Redline
	1B	4005 Side by Side
2	<b>4010</b>	Members of the Board of Directors
	2A	4010 Redline
	2B	4010 Side by Side
3	<b>4015</b>	Committees of the Board of Directors
	3A	4015 Redline
	3B	4015 Side by Side
4	<b>4020</b>	Duties of Board President
	4A	4020 Redline
	4B	4020 Side by Side
5	<b>4025</b>	Board Meetings
	5A	4025 Redline
	5B	4025 Side by Side



6	<b>4030</b>	Board Meeting Agenda Preparation and Distribution
	6A	4030 Redline
	6B	4030 Side by Side
7	<b>4040</b>	Board Actions and Decisions
	7A	4040 Redline
	7B	4040 Side by Side
8	<b>4055</b>	Rules of Order for Board and Committee Meetings
	8A	4055 Redline
	8B	4055 Side by Side

Staff Report prepared by Lynda Kerney, Executive Assistant

# Attachment 1

## RESOLUTION 2025-\_\_

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT AMENDING THE DISTRICT'S POLICIES AND PROCEDURES MANUAL PART II

**WHEREAS**, on March 18, 2009 the Board of Directors of the Beaumont-Cherry Valley Water District adopted Resolution 2009-05, establishing a Policy and Procedures Manual applicable to Board of Directors and District staff; and

**WHEREAS**, Part II of the Manual was revised in entirety with Resolution 2019-16, followed by further piecemeal revisions, in 2024 the Board of Directors identified needed updates; and

**WHEREAS**, , the President appointed an ad hoc Board Policies Committee in 2025 to review and make recommendations and upon review and discussion, the ad hoc Board Policies Committee has recommended the first tranche of revisions to the Policy and Procedures Manual Part II; and

**WHEREAS**, the Board of Directors has reviewed and considered the revisions to the subject policies attached hereto and listed below, finds the revised policies relevant and acceptable, and it to be in the best interests of the District that the following actions be taken,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Beaumont-Cherry Valley Water District that the former policies are revised as follows:

The BCVWD Policies and Procedures Manual Part II Sections:

Section 1	Basis of Authority
Section 2	Members of the Board of Directors
Section 3	Committees of the Board of Directors
Section 4	Board President
Section 5	Board Meetings
Section 6	Board Meeting Agendas
Section 8	Board Actions and Decisions
Section 11	Rules of Order for Board and Committee Meetings

are hereby replaced in entirety with the revised policies attached hereto as follows:

Exhibit A	4005	Basis of Authority. Purpose
Exhibit B	4010	Members of the Board of Directors
Exhibit C	4015	Committees of the Board of Directors
Exhibit D	4020	Duties of Board President
Exhibit E	4025	Board Meetings
Exhibit F	4030	Board Meeting Agenda Preparation and Distribution
Exhibit G	4040	Board Actions and Decisions
Exhibit H	4055	Rules of Order for Board and Committee Meetings

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Director John Covington, President of the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

\_\_\_\_\_  
Director Lona Williams, Secretary to the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

Attachments:

Exhibit A	4005	Basis of Authority. Purpose
Exhibit B	4010	Members of the Board of Directors
Exhibit C	4015	Committees of the Board of Directors
Exhibit D	4020	Duties of Board President and Officers
Exhibit E	4025	Board Meetings
Exhibit F	4030	Board Meeting Agenda Preparation and Distribution
Exhibit G	4040	Board Actions and Decisions
Exhibit H	4055	Rules of Order for Board and Committee Meetings

# Exhibit A

**POLICY TITLE           BASIS OF AUTHORITY**  
**POLICY NUMBER       4005**

**4005.1 Purpose.** The purpose of this policy is to supplement State law and to provide specific guidelines for the actions of the Board of Directors by a means that is fair, balanced, fiscally conservative, and protective of the interest of the community served by the Beaumont-Cherry Valley Water District.

**4005.2 Authority.** The Board of Directors is the legislative body and unit of authority within the District. The legislative body shall function as prescribed by its enabling legislation, the Water Code, and other applicable laws.

**4005.3 Individuals.** Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act, or expenditure. All powers of the District shall be exercised and performed by the Board as a body, except otherwise as authorized by the full Board through a vote.

- A. The Board of Directors shall act only at regular, regularly adjourned, special meetings, or emergency meetings as properly noticed and as provided by State law.
- B. Directors do not represent any fractional segment of the community, but are, rather, a part of the body that represents and acts for the community as a whole.
- C. Routine matters concerning the operational aspects of the District are delegated to District staff members.



## Exhibit B

**POLICY TITLE** MEMBERS OF THE BOARD OF DIRECTORS  
**POLICY NUMBER** 4010

**4010.1 Preparation.** Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from the General Manager or his/her designee before meetings.

- A. Information disseminated before meetings shall be distributed through the General Manager or his/her designee, and all Directors will receive all information being distributed.
- B. Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager or his/her designee.
- C. When requesting information in response to constituent requests and / or concerns, such requests should be routed to the General Manager or his/her designee.
- D. If writings are distributed to a majority of the Board in connection with an agenda item, those writings shall be made available to the public in the manner required by law.

**4010.2 Conduct.** Directors shall at all times conduct themselves ethically and with courtesy to each other, to staff, and to members of the audience present at Board meetings.

- A. **Comments.** Directors shall defer to the presiding officer for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
- B. **Pertinence.** Directors may request for inclusion into minutes brief comments pertinent to an agenda item only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).
- C. **Conflict of Interest.** Directors shall refrain from participating in discussion and / or consideration on any item involving a personal or financial conflict of interest. (See Policy 4090.)

**4010.3 Abstention from voting,** Unless a conflict of interest exists, Directors may abstain from the Board's decision-making responsibilities pursuant to Policy 4040.4.

**POLICY TITLE: COMMITTEES OF THE BOARD OF DIRECTORS**  
**POLICY NUMBER: 4015**

**4015.1 Ad Hoc Committees.** The Board President shall appoint such limited purpose and limited duration ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board.

- A. To maintain compliance with the Brown Act, the duties of the ad hoc committee shall be outlined at the time of appointment.
- B. The committee serves at the pleasure of the Board President and shall be considered dissolved at the end of the President's term, upon the President's dissolution of the committee, or when its task is complete; whichever occurs first.
- C. A successive President may re-establish an ad hoc committee upon review of its relevance; however no ad hoc committee shall continue for a period longer than 24 months.
  - a. Should a need for continuation be identified, the Board may vote to create a new standing committee, or
  - b. The President may make an exception if the work of the ad hoc committee is not complete the committee may be re-established for a further term.
- D. An ad hoc committee may make recommendations to the Board. No decision-making power shall be delegated to an ad hoc committee.
- E. An ad hoc committee shall meet on an as-needed basis and shall not have a meetings schedule fixed by charter, ordinance, resolution, or formal action of the Board.

**4015.2 Standing Committees.** The following shall be standing committees of the Board:

- Personnel Committee; and
  - Finance and Audit Committee
- A. **Appointment.** The Board President shall appoint and publicly announce the members of the standing committees for the ensuing calendar year no later than the Board's regular meeting in January.
  - B. **Chairperson.** The members of the standing committee shall select among themselves a chairperson.
  - C. **Oversight.** The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board President, a majority vote of the Board, or on their own initiative. Any recommendations from standing committees shall be submitted to the Board in writing.
  - D. **Compliance.** All meetings of standing committees shall conform to all open meeting laws (e.g., "Brown Act") that pertain to regular meetings of the Board of Directors.
  - E. **Personnel.** The Board's standing Personnel Committee shall be concerned with the functions, activities, operations, compensation and welfare of District staff.
  - F. **Finance and Audit.** The Board's standing Finance and Audit Committee shall be concerned with the financial management of the District, including the preparation of an annual budget and major expenditures.

**POLICY TITLE            DUTIES OF BOARD PRESIDENT**  
**POLICY NUMBER        4020**

**4020.1 Presiding Officer.**

- A. The President of the Board of Directors shall serve as presiding officer at all Board meetings.
- B. **Rights.** The President shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- C. **Absence.** In the absence of the President, the Vice President of the Board of Directors shall serve as presiding officer over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.

**4020.2 Responsibilities.** Responsibilities of the Board President include:

- A. Sign all instruments, act, and carry out stated requirements and the will of the Board;
- B. Sign the minutes of the Board meeting following their approval;
- C. Appoint and disband all committees, subject to Board ratification;
- D. Call such meetings of the Board as deemed necessary and giving proper notice;
- E. Coordinate the preparation of meeting agendas with the General Manager
- F. Confer with the General Manager or designee on crucial matters which may occur between Board of Directors meetings;
- G. The orderly conduct of all Board meetings;
- H. Acts as the ceremonial head or representative of the District at various civic functions
- I. Serve as spokesperson for the Board; and
- J. Perform other duties as authorized by the Board.

**4020.3 Duties Regarding Meetings.** The President shall preside over and conduct all meetings of the Board of Directors, shall carry out the resolutions and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe, including, but not limited to, the following:

- A. Call the meeting to order at the appointed time
- B. Announce the business to come before the Board
- C. Enforce the Board's policies in relation to the order of business and the conduct of meetings (See Policies 4035, 4040, and 4055)
- D. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
- E. Explain what the effect of a motion would be if it is not clear to every member
- F. Restrict discussion to the question when a motion is before the Board
- G. Rule on parliamentary procedure
- H. Put motions to a vote, and state clearly the results of the vote; and
- I. Preserve order and decorum

# Exhibit E

**POLICY TITLE: BOARD MEETINGS**  
**POLICY NUMBER: 4025**

**4025.1 Regular Meetings.** Regular meetings of the Board of Directors shall be held on the second Wednesday and fourth Thursday of each calendar month at 6:00 p.m. in the meeting room located at 560 Magnolia Avenue, Beaumont, California, 92223-2258.

- A. The date, time, and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board, or such other time as the Board may determine due to a change in District needs and circumstances.
- B. The Board may, by motion entered into the minutes, change a meeting date and / or time when it is known the preceding month that a quorum will not be present. Notice of the change shall be posted in the same manner as a special meeting.

**4025.2 Special Meetings and Workshops.** Special Meetings and Workshops of the Board of Directors may be called by the Board President or by a majority vote of the Board as District business requires and in accordance with applicable laws and regulations

- A. Notice of the special meeting will be provided to the Board at least 24 hours in advance to ensure transparency and public participation
- B. An agenda shall be prepared and posted in compliance with open meeting laws, including the Brown Act. The agenda shall be made available to the public and delivered to the Board at least 24 hours prior to the scheduled meeting.

**4025.3 Emergency Meetings.** In the event of an emergency situation involving matters upon which prompt action is necessary due to actual or threatened disruption of public facilities, the Board of Directors may hold an emergency meeting in compliance with the criteria set forth by the Brown Act.

- A. Actions taken during an emergency meeting shall be by roll call vote
- B. The Board may convene in Closed Session if agreed to by a 2/3 vote of the members present, or if less than 2/3, present, by unanimous vote, if related to the following matters:
  - i. Threats to public services or facilities
  - ii. Personnel matters if an emergency affects public employees
  - iii. Public security threats in consultation with law enforcement or security experts
- C. Following an emergency meeting, the minutes of the meeting, a list of persons notified or attempted to be notified of the meeting, and actions taken must be posted as soon as possible for ten (10) days in a public place.

**4025.4 Adjourned Meetings.** A majority vote of the quorum of the Board of Directors may adjourn any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board President or the General Manager or his/her designee may declare the meeting adjourned to a stated time and place. Notice of the adjournment shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting.

**4025.4 Annual Organizational Meeting.** The Board of Directors shall hold an annual organizational meeting at its regular meeting in December. At this meeting the Board will affirm the rotation of officers for the offices of president, vice president, secretary, and treasurer.

- A. Rotation of Officers.
  - i. The offices of president, vice president, secretary, and treasurer will rotate annually with the vice president succeeding the president, the secretary succeeding the vice president, and the treasurer succeeding the secretary.
  - ii. The Board member serving as president before the annual organizational meeting shall rotate out of that position and into the fifth position in the rotation among Board members.
  - iii. The Board member serving as vice present before the annual meeting shall be appointed to the office of president.
  - iv. Any Board member who takes office as a new member of the Board, as opposed to taking office upon reelection, shall take the fifth position in the rotation among the Board members as of the annual organizational meeting. At the time of such an event, the other Board members shall then be rotated to one higher position in the rotation.
- B. At each Annual Organizational Meeting, all newly elected or newly appointed Board members will be added to the rotation list above the outgoing president and below all reelected.
- C. In the event that two or more Board members are elected in the same election, the newly elected Board members will be placed in the rotation list in the order of the highest number of votes received to the lowest number of votes received.
- D. In the event that two or more Board members are appointed at the same time, the newly appointed Board members will be placed on the rotation list in the order determined by the outgoing Board president.
- E. If a Board member declines the automatic nomination for the next office in the rotation, a vote may be held to fill the office, or the rotation may move forward to fill the position with the declining Board member returning to the fifth position in the rotation sequence
- F. In the event the president, vice president, secretary, or treasurer does not complete their term in such office, the Board member next in line on the rotation list to assume that office will serve for the balance of the vacant term and the following term unless such officer desires to return to the end of the rotation list at the next Annual Organizational Meeting.
- G. At any time prior to the appointment of officers during the Annual Organizational Meeting, the Board may determine by majority vote on a motion to waive or otherwise suspend the implementation of this section. In that event, an election for president, vice president, secretary, and treasurer will be held. Any such motion may also address what impact, if any, the suspension of the rotation procedure will have on the position of Board members in the rotation for future elections/appointments.

**4025.5 Recording Secretary.** A staff member recommended by the General Manager, or his/her designee, shall be appointed by the Board as the Board's Recording Secretary.

**4025.6 Agenda Order.** The President of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

**4025.7 Public Involvement.** The President and the General Manager, or his/her designee, shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

**POLICY TITLE            BOARD MEETING AGENDAS**  
**POLICY NUMBER        4030**

**4030.1        Agenda.** The General Manager, or his or her designee, in cooperation with the Board President and/or Vice President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Ralph M. Brown Act.

**4030.2        Notice.** At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously at the District office in a location freely accessible to the public and on the District's website

- A. The posting of agendas and notices will be governed by the provisions of the Brown Act (Government Code 54950 et. seq.)
- B. The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting.

**4030.3 Agenda Materials.** When distributing agenda packages and other materials to members of the Board of Directors, those materials should be provided to all Board members at the same time, and materials should also be provided to the public pursuant to GC 54957.5

**4030.4 Public Requests.** Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

- A. The request must be in writing and be submitted to the General Manager or his or her designee together with supporting documents and information, if any, at least ten (10) business days prior to the date of the meeting.
- B. The General Manager shall be the sole judge of whether the public request is or is not a matter directly related to District business.
- C. The General Manager shall determine the timing of when the item will be placed on the agenda.
- D. The public member requesting the agenda item may appeal the General Manager's decision by speaking during Public Comment at the next regular meeting of the Board of Directors. Any Director may request that the item be placed on the agenda of an upcoming regular Board meeting.
- E. No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy; and
- F. The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting and may limit the time allowed for any one person to speak on the issue at the meeting.

**4030.5 Director Requests.** By contacting the General Manager, any Director may request that a matter directly related to District business be placed on the agenda of a regularly scheduled

meeting of the Board of Directors, subject to the following conditions:

- A. The request must be in writing and submitted to the Board President and General Manager together with the supporting documents and information, if any, by noon at least ten (10) working days prior to the date of the next scheduled regular meeting.

*(Amended by Resolution 2021-24)*

**4030.6 Testimony.** This policy does not prevent the Board from taking public testimony at regular and special meetings of the Board on matters which are within the jurisdiction of the Board but not on the agenda.

- A. No action or discussion shall be undertaken on any item not appearing on the posted agenda (GC 54954.2(a)(3).
- B. The Board may not prohibit public criticism, but shall control the order of the proceedings, including placing reasonable time limits on public comment.
- C. The Board may not require members of the public to give names, or to sign in / register as a condition of attendance or speaking
- D. The Board may:
  - a. Respond briefly to statements / questions from the public
  - b. Ask a question for clarification
  - c. Make a brief announcement
  - d. Make a brief report on his / her activities
  - e. Provide a reference to staff or other sources for information
  - f. Request staff report back at a later meeting, or
  - g. Direct staff to place the matter on a future agenda

# Exhibit G

**POLICY TITLE: BOARD ACTIONS AND DECISIONS**

**POLICY NUMBER: 4040**

**4040.1 Actions.** Actions by the Board of Directors include but are not limited to the following:

- A. Adoption or rejection of regulations or policies;
- B. Adoption or rejection of a resolution;
- C. Adoption or rejection of an ordinance;
- D. Approval or rejection of any contract or expenditure;
- E. Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of the General Manager, and the classification and compensation plan; and,
- F. Approval or disapproval of matters that require or may require the District or its employees to take action and / or provide services
- G. Make a determination under the California Environmental Quality Act
- H. Approve the acquisition or disposition of real property
- I. Approve the acquisition of personal property pursuant to Policy 5080 Purchasing
- J. Adopt or amend any plan for the District

**4040.2 Majority.** Action can only be taken by the vote of the majority of the Board of Directors. Action may be taken by a vote of a majority of a quorum (see Section C) attending a Board meeting, unless a greater number of votes is required to pass the action due to the application of state or federal law.

**4040.3 Quorum.** Three (3) Directors represent a quorum for the conduct of business.

**4040.4 Abstention.** Abstention is the withholding of a vote. A Board member abstaining from a vote is considered part of the quorum and shall be recorded in the administrative record.

- A. Duty. While it is the duty of every member who has an opinion to express it by vote, he or she can abstain, since they cannot be compelled to vote. A Board member's refusal to vote is, in effect, a declaration that they consent that the majority of the quorum may act for the body of which they are members (California Attorney General 2011)
- B. Abstentions and vote results will be recorded in the administrative record according to the following protocols:

Vote				Result
3 Yes	2 No			Pass
3 Yes	1 No	1 Abstain		Pass
2 Yes	2 No	1 Abstain		Fail
2 Yes	1 No	2 Abstain		Fail
2 Yes	1 No		2 Absent	Fail
1 Yes	0 No	3 Abstain	1 Absent	Fail
2 Yes	0 No		3 Absent	Fail



1. **Example.** If three (3) of five (5) Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one (1) Director abstains on a particular action and the other two (2) cast “aye” votes, no action is taken because a majority of the Board” did not vote in favor of the action.
2. **Example.** If an action is proposed requiring a two-thirds (2/3) vote and two (2) Directors abstain, the proposed action cannot be approved because four (4) of the five (5) Directors would have to vote in favor of the action.
3. **Example.** If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three (3) Directors must vote in favor of the appointment for it to be approved. If two (2) of the three (3) Directors present abstain, the appointment is not approved.

**4040.5 Recusal.** Recusal is the removal of oneself as judge or policy-maker in a particular matter, sue to a conflict of interest or other disqualifying factor. A Director who has a conflict of interest shall recuse themselves from discussion and remove him or herself as a participant in the discussion and leave the meeting room until the conclusion of discussion and vote. A director recusing themselves shall be recorded as an absence for the vote. A member recusing themselves due to a conflict of interest does not count towards a quorum.

**4040.6 Action.**

- A. **Formal.** The Board shall act only by ordinance, resolution, or motion. At the time the vote occurs, individual votes shall be reported and then recorded in the meeting minutes (GC 54953(c)2)
- B. **Informal.** The Board may give direction to staff that is not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager.
  1. The President shall determine by consensus a Board directive and shall state it for clarification. Should any two (2) Directors challenge the statement of the President, a voice vote may be requested.
  2. A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).
  3. Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda.
  4. The Board shall act collectively and not individually become involved in the day-to-day operation of the District.

**4040.7 Follow Up.**

- A. Individual Board members may follow up on direction given to the General Manager.
- B. The General Manager or assigned staff shall make every effort to communicate a definitive answer in a timely manner.

**POLICY TITLE            RULES OF ORDER FOR BOARD AND COMMITTEE MEETINGS**  
**POLICY NUMBER        4055**

**4055.1 Policy.** Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules (Robert's Rules of Order).

**4055.2 Point of Order.** If a Director believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order - not requiring a second - to the President. If the ruling of the President is not satisfactory to the Director, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.

**4055.3 Obtaining the Floor.** Any Director desiring to speak should address the President and, upon recognition by the President, may address the subject under discussion.

**4055.4 Motions.**

**4055.4.1** Any Director, including the President, may make or second a motion. A motion shall be brought and considered as follows:

- A. A Director makes a motion; another Director seconds the motion; and the President states the motion.
- B. Once the motion has been stated by the President, it is open to discussion and debate. After the public in attendance has had an opportunity to comment, and after the matter has been fully debated, the President will call for the vote.
- C. Any Director may move to immediately bring the question being debated to a vote (following public input), thus suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.

**4055.4.2 Secondary Motions.** Ordinarily, only one (1) motion can be considered at a time and a motion must be disposed of before any other motions or business is considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

- A. **Motion to Amend.** A main motion may be amended before it is voted on, either by the consent of the Directors who moved and seconded, or by a new motion and second.
- B. **Motion to Table.** A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.
- C. **Motion to Postpone.** A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.
- D. **Motion to Refer to Committee.** A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee,

which is then seconded and approved by a majority vote of the Board.

- E. **Motion to Close Debate and Vote Immediately.** As provided above, any Director may move to close debate and immediately vote on a main motion.
- F. **Motion to Adjourn.** A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.

**4055.5 Decorum.**

- A. The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. (See also Policy 4035.5)
- B. The President may also declare a short recess during any meeting.

**4055.6 Amendment of Rules of Order.** By motion made, seconded and approved by a majority vote, the Board may, at its discretion and at any meeting:

- A. Temporarily suspend these rules in whole or in part;
- B. Amend these rules in whole or in part; or, both.

Part II Section 1 - Redline

~~4~~ 4005 BASIS OF AUTHORITY

4005.1 Purpose

The purpose of this policy is to supplement State law and to provide specific guidelines for the actions of the Board of Directors by a means that is fair, balanced, fiscally conservative, and protective of the interest of the people served by the Beaumont-Cherry Valley Water District

**4005.2 Authority.** The Board of Directors is the legislative body and unit of authority within the District. The legislative body shall function as prescribed by its enabling legislation, the Water Code, and other applicable laws.

**4005.3 Individuals.** Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act, or expenditure. All powers of the District shall be exercised and performed by the Board as a body, except otherwise as authorized by the Board

A.a. \_\_\_\_\_ The Board of Directors shall act only at regular, regularly adjourned, special meetings, or emergency meetings as properly noticed and as provided by State law

b. Directors do not represent any fractional segment of the community, but are, rather, a part of the body that represents and acts for the community as a whole.

c. Routine matters concerning the operational aspects of the District are delegated to District staff members.

Proposed Revisions

Current Policy Section 1

Part II Section 1 - Redline

4005 BASIS OF AUTHORITY

4005.1 Purpose

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a. The Board of Directors shall act only at regular, regularly adjourned, special meetings, or emergency meetings as properly noticed and as provided by State law.

b. Directors do not represent any fractional segment of the community, but are, rather, a part of the body that represents and acts for the community as a whole.

c. Routine matters concerning the operational aspects of the District are delegated to District staff members.

1. BASIS OF AUTHORITY

A. Authority. The Board of Directors is the legislative body and unit of authority within the District. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act, or expenditure.

Directors do not represent any fractional segment of the community, but are, rather, a part of the body that represents and acts for the community as a whole. Routine matters concerning the operational aspects of the District are delegated to District staff members.

Part II, Section 2 Redline

~~2.~~ ~~4010.0~~ MEMBERS OF THE BOARD OF DIRECTORS

~~A.~~ **Information**~~4010.1 Preparation.~~ Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from ~~staff or exchanged between Directors~~ the General Manager or his/her designee before meetings.

~~A.~~ Information ~~exchanged-disseminated~~ before meetings shall be distributed through the General Manager or his/her designee, and all Directors will receive all information being distributed.

~~B.~~ Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager or his/her designee.

~~—~~When requesting information in response to constituent requests and / or concerns, such requests should be routed to the General Manager or his/her designee.

~~C.~~

~~D.~~ If writings are distributed to a majority of the Board in connection with an agenda item, those writings shall be made available to the public in the manner required by law. Copies of information exchanged before meetings shall be available at the meeting for members of the public in attendance, and shall also be provided to anyone not present upon their request.

~~B.~~ **4010.2 Conduct.** Directors shall at all times conduct themselves ethically and with courtesy to each other, to staff, and to members of the audience present at Board meetings.

~~C.A.~~ **Comments.** Directors shall defer to the ~~chairperson-presiding officer~~ for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.

~~D.B.~~ **Pertinence.** Directors may request for inclusion into minutes brief comments pertinent to an agenda item only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).

**Conflict of Interest.** Directors shall ~~abstain-refrain~~ from participating in discussion and / or consideration on any item involving a personal or financial conflict of interest. (See Policy 4090.)

~~C.~~

**4010.3 Abstention from voting.** Unless ~~such~~ a conflict of interest exists, ~~however,~~ Directors ~~should not~~may abstain from the Board's decision-making responsibilities pursuant to Policy 4040.4.

~~E.~~ ~~—~~ **Information.** ~~Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager.~~

Current Section

2. MEMBERS OF THE BOARD OF DIRECTORS

- A. **Information.** Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from staff or exchanged between Directors before meetings.
  - i. Information exchanged before meetings shall be distributed through the General Manager, and all Directors will receive all information being distributed.
  - ii. Copies of information exchanged before meetings shall be available at the meeting for members of the public in attendance, and shall also be provided to anyone not present upon their request.
- B. **Conduct.** Directors shall at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.
- C. **Comments.** Directors shall defer to the chairperson for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
- D. **Pertinence.** Directors may request for inclusion into minutes brief comments pertinent to an agenda item only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).
- E. **Conflict of Interest.** Directors shall abstain from participating in consideration on any item involving a personal or financial conflict of interest. Unless such a conflict of interest exists, however, Directors should not abstain from the Board's decision-making responsibilities.
- F. **Information.** Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager.

Part II, Section 2 Redline

~~4010.2~~ MEMBERS OF THE BOARD OF DIRECTORS

- ~~4010.1.1 Preparation.~~ Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from ~~staff or exchanged between Directors, the General Manager or his/her designee~~ before meetings.
- A. ~~Information exchanged~~ disseminated before meetings shall be distributed through the General Manager or his/her designee, and all Directors will receive all information being distributed.
- B. ~~Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager or his/her designee.~~
- ~~When requesting information in response to constituent requests and / or concerns, such requests should be routed to the General Manager or his/her designee.~~
- C. ~~If writings are distributed to a majority of the Board in connection with an agenda item, those writings shall be made available to the public in the manner required by law. Copies of information exchanged before meetings shall be available at the meeting for members of the public in attendance, and shall also be provided to anyone not present upon their request.~~
- ~~4010.2~~ **Conduct.** Directors shall at all times conduct themselves ethically and with courtesy to each other, to staff, and to members of the audience present at Board meetings.
- ~~C.1.~~ **Comments.** Directors shall defer to the ~~chairperson~~ presiding officer for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
- ~~D.3.~~ **Pertinence.** Directors may request for inclusion into minutes brief comments pertinent to an agenda item only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).
- ~~C.~~ **Conflict of Interest.** Directors shall ~~abstain~~ refrain from participating in discussion and / or consideration on any item involving a personal or financial conflict of interest. ~~(See Policy 4090.1)~~
- ~~4010.3~~ **Abstention from voting.** Unless such a conflict of interest exists, however, Directors should ~~not~~ abstain from the Board's decision-making responsibilities pursuant to Policy ~~4040.4.~~
- ~~E.~~ **Information.** Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager.

Part II, Section 3 – Policy 4015 Redline - Updated

~~1.~~ 4015 COMMITTEES OF THE BOARD OF DIRECTORS

**4015.1 Ad Hoc Committees.** The Board President shall appoint such limited purpose and limited duration ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board.

~~A.~~ To maintain compliance with the Brown Act, the duties of the ad hoc committees shall be outlined at the time of appointment.

~~B.~~ The committee serves at the pleasure of the Board President and shall be considered dissolved when its final report has been made at the end of the President's term, upon the President's dissolution of the committee, or when its task is complete; whichever occurs first.

C. A successive President may re-establish an ad hoc committee upon review of its relevance; however no ad hoc committee shall continue for a period longer than 24 months.

a. Should a need for continuation be identified, the Board may vote to create a new standing committee, or

b. The President may make an exception if the work of the ad hoc committee is not complete the committee may be re-established for a further term.

~~D.~~ An ad hoc committee may make recommendations to the Board. No decision-making power shall be delegated to an ad hoc committee.

~~A.E.~~ An ad hoc committee shall meet on an as-needed basis and shall not have a meetings schedule fixed by charter, ordinance, resolution, or formal action of the Board.

~~B.~~ **4015.2 Standing Committees.** The following shall be standing committees of the Board:

~~i.~~ Personnel Committee; and

~~ii.~~ Finance and Audit Committee;

A. Appointment. The Board President shall appoint and publicly announce the members of the standing committees for the ensuing calendar year no later than the Board's regular meeting in January.

~~C.~~ Chairperson. The members of the standing committee shall select among themselves a chairperson.

B.



~~D.C.~~ **Oversight.** The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board President, a majority vote of the Board, or on their own initiative. Any recommendations ~~resulting from said review~~ standing committees should ~~shall~~ be submitted to the Board in writing.

**Compliance.**

~~D.~~ All meetings of standing committees shall conform to all open meeting laws (e.g., “Brown Act”) that pertain to regular meetings of the Board of Directors.

~~A.~~ **Personnel.** The Board's standing Personnel Committee shall be concerned with the functions, activities, operations, compensation and welfare of District staff.

~~E.~~

—

~~E.~~ **Finance and Audit.** The Board's standing Finance and Audit Committee shall be concerned with the financial management of the District, including the preparation of an annual budget and major expenditures.

~~F.~~

## Current Section

### Current Part II, Section 3

#### 3. COMMITTEES OF THE BOARD OF DIRECTORS

- A. **Ad Hoc Committees.** The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.
- B. **Standing Committees.** The following shall be standing committees of the Board:
- Personnel Committee; and
  - Finance and Audit Committee.
- C. **Appointment.** The Board President shall appoint and publicly announce the members of the standing committees for the ensuing year no later than the Board's regular meeting in January.
- D. **Oversight.** The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board President, a majority vote of the Board, or on their own initiative. Any recommendations resulting from said review should be submitted to the Board in writing.

## Proposed Policy 4015

### 03-B

#### Part II, Section 3 – Policy 4015 Redline - Updated

##### ~~4015. COMMITTEES OF THE BOARD OF DIRECTORS~~

~~4015.1 Ad Hoc Committees.~~ The Board President shall appoint such limited purpose and limited duration ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board.

~~A. To maintain compliance with the Brown Act, The duties of the ad hoc committees shall be outlined at the time of appointment.~~

~~B. Tend the committee serves at the pleasure of the Board President and shall be considered dissolved when its final report has been made at the end of the President's term, upon the President's dissolution of the committee, or when its task is complete, whichever occurs first.~~

~~C. A successive President may re-establish an ad hoc committee upon review of its relevance; however, no ad hoc committee shall continue for a period longer than 24 months.~~

~~a. Should a need for continuation be identified, the Board may vote to create a new standing committee, or~~

~~b. The President may make an exception if the work of the ad hoc committee is not complete the committee may be re-established for a further term.~~

~~D. An ad hoc committee may make recommendations to the Board. No decision-making power shall be delegated to an ad hoc committee.~~

~~A-E. An ad hoc committee shall meet on an as-needed basis and shall not have a meetings schedule fixed by charter, ordinance, resolution, or formal action of the Board.~~

~~4015.2 Standing Committees.~~ The following shall be standing committees of the Board:

~~i. Personnel Committee; and~~

~~ii. Finance and Audit Committee;~~

~~A. Appointment.~~ The Board President shall appoint and publicly announce the members of the standing committees for the ensuing calendar year no later than the Board's regular meeting in January.

~~Chairperson.~~ The members of the standing committee shall select among themselves a chairperson.

i. All meetings of standing committees shall conform to all open meeting laws (e.g., “Brown Act”) that pertain to regular meetings of the Board of Directors.

E. **Personnel.** The Board's standing Personnel Committee shall be concerned with the functions, activities, operations, compensation and welfare of District staff.

F. **Finance and Audit.** The Board's standing Finance and Audit Committee shall be concerned with the financial management of the District, including the preparation of an annual budget and major expenditures.

~~C.~~ **Oversight.** The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board President, a majority vote of the Board, or on their own initiative. Any recommendations **resulting from said reviews/standing committees ~~should~~ shall** be submitted to the Board in writing.

**Compliance.**

~~D.~~ All meetings of standing committees shall conform to all open meeting laws (e.g., “Brown Act”) that pertain to regular meetings of the Board of Directors.

~~A.~~ **Personnel.** The Board's standing Personnel Committee shall be concerned with the functions, activities, operations, compensation and welfare of District staff.

~~E.~~

~~F.~~ **Finance and Audit.** The Board's standing Finance and Audit Committee shall be concerned with the financial management of the District, including the preparation of an annual budget and major expenditures.

## Part II, Section 4 / Policy 4020 Redline

4: 4020 DUTIES OF BOARD PRESIDENT**4020.1 ~~Rights~~Presiding Officer.**

- A. The President of the Board of Directors shall serve as ~~chairperson~~ presiding officer at all Board meetings.
- B. ~~Rights.~~ The President ~~He/she~~ shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- C. ~~Absence.~~ In the absence of the President, the Vice President of the Board of Directors shall serve as presiding officer over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.

A:

E: **4020.2 Responsibilities.** Responsibilities of the Board President include:

- ~~i.~~A. Sign all instruments, act, and carry out stated requirements and the will of the Board;
- ~~ii.~~B. Sign the minutes of the Board meeting following their approval;
- ~~iii.~~C. Appoint and disband all committees, subject to Board ratification;
- ~~iv.~~D. Call such meetings of the Board as deemed necessary and giving proper notice;
- ~~v.~~E. Coordinate the preparation of meeting agendas with the General Manager
- ~~vi.~~F. Confer with the General Manager or designee on crucial matters which may occur between Board of Directors meetings;
- G. The orderly conduct of all Board meetings;
- ~~vii.~~H. Acts as the ceremonial head or representative of the District at various civic functions
- ~~viii.~~I. Serve as spokesperson for the Board; ~~and~~
- ~~ix.~~J. Perform other duties as authorized by the Board.

~~D. **Absence.** In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.~~

**4020.3 Duties Regarding Meetings.** The President shall preside over and conduct all meetings of the Board of Directors, shall carry out the resolutions and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe, including, but not limited to, the following:

- A. Call the meeting to order at the appointed time
- B. Announce the business to come before the Board
- C. Enforce the Board's policies in relation to the order of business and the conduct of meetings  
(See Policies 4035, 4040, and 4055)

- D. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
- E. Explain what the effect of a motion would be if it is not clear to every member
- F. Restrict discussion to the question when a motion is before the Board
- G. Rule on parliamentary procedure
- H. Put motions to a vote, and state clearly the results of the vote; and
- I. Preserve order and decorum

# Proposed Policy 4020

## Current Section

Current Part II, Section 4

### 4. BOARD PRESIDENT

A. **Rights.** The President of the Board of Directors shall serve as chairperson at all Board meetings. He/she shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.

B. **Responsibilities.** Responsibilities of the Board President include:

- i. Sign all instruments, act, and carry out stated requirements and the will of the Board;
- ii. Sign the minutes of the Board meeting following their approval;
- iii. Appoint and disband all committees, subject to Board ratification;
- iv. Call such meetings of the Board as deemed necessary and giving proper notice;
- v. Coordinate the preparation of meeting agendas with the General Manager
- vi. Confer with the General Manager or designee on crucial matters which may occur between Board of Directors meetings;
- vii. The orderly conduct of all Board meetings;
- viii. Serve as spokesperson for the Board; and
- ix. Perform other duties as authorized by the Board.

Part II, Section 4 / Policy 4020 Redline

### ~~4. 4020.DUTIES.OF.BOARD.PRESIDENT~~

#### ~~4020.1 Rights/Presiding Officer.~~

- ~~A. The President of the Board of Directors shall serve as chairperson-presiding officer at all Board meetings.~~
- ~~B. Rights. The President. He/she shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.~~
- ~~C. Absence. In the absence of the President, the Vice President of the Board of Directors shall serve as presiding officer over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.~~

#### ~~4020.2 Responsibilities.~~

- ~~A. Sign all instruments, act, and carry out stated requirements and the will of the Board;~~
- ~~B. Sign the minutes of the Board meeting following their approval;~~
- ~~C. Appoint and disband all committees, subject to Board ratification;~~
- ~~D. Call such meetings of the Board as deemed necessary and giving proper notice;~~
- ~~E. Coordinate the preparation of meeting agendas with the General Manager~~
- ~~F. Confer with the General Manager or designee on crucial matters which may occur between Board of Directors meetings;~~
- ~~G. The orderly conduct of all Board meetings;~~
- ~~H. Acts as the ceremonial head or representative of the District at various civic functions~~
- ~~I. Serve as spokesperson for the Board, and~~
- ~~J. Perform other duties as authorized by the Board.~~

~~D. Absence. In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.~~

#### ~~4020.3 Duties Regarding Meetings.~~

- ~~The President shall preside over and conduct all meetings of the Board of Directors, shall carry out the resolutions and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe, including, but not limited to, the following:~~
- ~~A. Call the meeting to order at the appointed time.~~
- ~~B. Announce the business to come before the Board.~~
- ~~C. Enforce the Board's policies in relation to the order of business and the conduct of meetings (See Policies 4035, 4040, and 4055).~~

C. **Absence.** In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.

- D. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
- E. Explain what the effect of a motion would be if it is not clear to every member
- F. Restrict discussion to the question when a motion is before the Board
- G. Rule on parliamentary procedure
- H. Put motions to a vote, and state clearly the results of the vote; and
- I. Preserve order and decorum

Redline Draft policy ~~for 04-09-1/30/2025~~

**POLICY TITLE: BOARD MEETINGS**  
**POLICY NUMBER: 4025**

4025.1 **Regular Meetings.** Regular meetings of the Board of Directors shall be held on the second Wednesday and fourth Thursday of each calendar month at 6:00 p.m. in the meeting room located at 560 Magnolia Avenue, Beaumont, California, 92223-2258.

- A. The date, time, and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board, ~~or such other time as the Board may determine due to a change in District needs and circumstances.~~
- B. The Board may, by motion entered into the minutes, change a meeting date and / or time when it is known the preceding month that a quorum will not be present. Notice of the change shall be posted in the same manner as a special meeting.

4025.2 **Special Meetings and Workshops.** Special Meetings and Workshops of the Board of Directors may be called by the Board President or by a majority vote of the Board as District business requires and in accordance with applicable laws and regulations:

1. Notice of the special meeting will be provided to the Board at least 24 hours in advance to ensure transparency and public participation:
- ~~1.2. All Directors shall be notified of a Special Board Meeting and/or Workshop and the purpose or purposes for which it is called. Said notification shall be in writing, received by them at least 24 hours prior to the meeting. An agenda shall be prepared and posted in compliance with open meeting laws, including the Brown Act. The agenda shall be made available to the public and shall be delivered to the Board at least 24 hours prior to the scheduled meeting.~~

4025.3 **Emergency Meetings.** In the event of an emergency situation involving matters upon which prompt action is necessary due to actual or threatened disruption of public facilities, the Board of Directors may hold an emergency meeting in compliance with the criteria set forth by the Brown Act.

- A. Actions taken during an emergency meeting shall be by roll call vote
- B. The Board may convene ~~meet~~ in Closed Session if agreed to by a 2/3 vote of the members present, or if less than 2/3, present, by unanimous vote, if related to the following matters:
  - i. Threats to public services or facilities
  - ii. Personnel matters if an emergency affects public employees
  - iii. Public security threats in consultation with law enforcement or security experts
- C. Following an emergency meeting, the minutes of the meeting, a list of persons notified or attempted to be notified of the meeting, and actions taken must be posted as soon as possible for ten (10) days in a public place.

4025.4 **Adjourned Meetings.** A majority vote ~~by of the quorum of~~ the Board of Directors may ~~terminate adjourn~~ any Board meeting at any place in the agenda to any time and place specified in



the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board President or the General Manager or his/her their designee may declare the meeting adjourned to a stated time and place. Notice of the adjournment shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting. ~~and they shall cause a written notice of adjournment to be given to those specified in the paragraph above.~~

**4025.4 Annual Organizational Meeting.** The Board of Directors shall hold an annual organizational meeting at its regular meeting in December. At this meeting the Board will affirm the rotation of officers for the offices of president, vice president, secretary, and treasurer.

**1. Rotation of Officers.**

- a. The offices of president, vice president, secretary, and treasurer will rotate annually with the vice president succeeding the president, the secretary succeeding the vice president, and the treasurer succeeding the secretary.
  - b. The Board member serving as president before the annual organizational meeting shall rotate out of that position and into the fifth position in the rotation among Board members.
  - c. The Board member serving as vice president before the annual meeting shall be appointed to the office of president.
  - d. Any Board member who takes office as a new member of the Board, as opposed to taking office upon reelection, shall take the fifth position in the rotation among the Board members as of the annual organizational meeting. At the time of such an event, the other Board members shall then be rotated to one higher position in the rotation.
2. At each Annual Organizational Meeting, all newly elected or newly appointed Board members will be added to the rotation list above the outgoing president and below all reelected.
  3. In the event that two or more Board members are elected in the same election, the newly elected Board members will be placed in the rotation list in the order of the highest number of votes received to the lowest number of votes received.
  4. In the event that two or more Board members are appointed at the same time, the newly appointed Board members will be placed on the rotation list in the order determined by the outgoing Board president.
  5. If a Board member declines the automatic nomination for the next office in the rotation, a vote may be held to fill the office, or the rotation may move forward to fill the position with the declining Board member returning to the fifth position in the rotation sequence.
  6. In the event the president, vice president, secretary, or treasurer does not complete their term in such office, the Board member next in line on the rotation list to assume that office will serve for the balance of the vacant term and the following term unless such officer desires to return to the end of the rotation list at the next Annual Organizational Meeting.
  7. At any time prior to the appointment of officers during the Annual Organizational Meeting, the Board may determine by majority vote on a motion to waive or otherwise suspend the implementation of this section. In that event, an election for president,

vice president, secretary, and treasurer will be held. Any such motion may also address what impact, if any, the suspension of the rotation procedure will have on the position of Board members in the rotation for future elections/appointments.

4025.5 **Recording Secretary.** A staff member recommended by the General Manager, or ~~his/her~~ ~~their~~ designee, shall be appointed by the Board as the Board's Recording Secretary.

4025.6 **Agenda Order.** The President of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

4025.7 **Public Involvement.** The President and the General Manager, or ~~his/her~~ ~~their~~ designee, shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

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## Current Section

Current policy adopted 1/30/2025

**POLICY TITLE: BOARD MEETINGS**  
**POLICY NUMBER: 4025**

**4025.1 Regular Meetings.** Regular meetings of the Board of Directors shall be held on the second Wednesday and fourth Thursday of each calendar month at 6:00 p.m. in the meeting room at 560 Magnolia Avenue, Beaumont, California, 92223-2258. The date, time, and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board.

**4025.2 Special Meetings and Workshops.** Special Meetings and Workshops of the Board of Directors may be called by the Board President or by a majority of the Board.

1. All Directors shall be notified of a Special Board Meeting and/or Workshop and the purpose or purposes for which it is called. Said notification shall be in writing, received by them at least 24 hours prior to the meeting.

**4025.3 Adjourned Meetings.** A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the General Manager or their designee may declare the meeting adjourned to a stated time and place, and they shall cause a written notice of adjournment to be given to those specified in the paragraph above.

**4025.4 Annual Organizational Meeting.** The Board of Directors shall hold an annual organizational meeting at its regular meeting in December. At this meeting the Board will affirm the rotation of officers for the offices of president, vice president, secretary, and treasurer.

## 05-B

**POLICY TITLE: BOARD MEETINGS**  
**POLICY NUMBER: 4025**

**4025.1 Regular Meetings.** Regular meetings of the Board of Directors shall be held on the second Wednesday and fourth Thursday of each calendar month at 6:00 p.m. in the meeting room located at 560 Magnolia Avenue, Beaumont, California, 92223-2258.

- ~~A. The date, time, and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board, or such other time as the Board may determine due to a change in District needs and circumstances.~~
- ~~B. The Board may, by motion entered into the minutes, change a meeting date and/or time when it is known the preceding month that a quorum will not be present. Notice of the change shall be posted in the same manner as a special meeting.~~

**4025.2 Special Meetings and Workshops.** Special Meetings and Workshops of the Board of Directors may be called by the Board President or by a majority vote of the Board as District business requires and in accordance with applicable laws and regulations:

1. Notice of the special meeting will be provided to the Board at least 24 hours in advance to ensure transparency and public participation;
- ~~+2. All Directors shall be notified of a Special Board Meeting and/or Workshop and the purpose or purposes for which it is called. Said notification shall be in writing, received by them at least 24 hours prior to the meeting. An agenda shall be prepared and posted in compliance with open meeting laws, including the Brown Act. The agenda shall be made available to the public and shall be delivered to the Board at least 24 hours prior to the scheduled meeting.~~

**4025.3 Emergency Meetings.** In the event of an emergency situation involving matters upon which prompt action is necessary due to actual or threatened disruption of public facilities, the Board of Directors may hold an emergency meeting in compliance with the criteria set forth by the Brown Act.

- ~~A. Actions taken during an emergency meeting shall be by roll call vote~~
- ~~B. The Board may convene meet in Closed Session if agreed to by a 2/3 vote of the members present, or if less than 2/3, present, by unanimous vote, if related to the following matters:~~
  - ~~i. Threats to public services or facilities~~
  - ~~ii. Personnel matters if an emergency affects public employees~~
  - ~~iii. Public security threats in consultation with law enforcement or security experts~~
- ~~C. Following an emergency meeting, the minutes of the meeting, a list of persons notified or attempted to be notified of the meeting, and actions taken must be posted as soon as possible for ten (10) days in a public place.~~

**4025.4 Adjourned Meetings.** A majority vote ~~by~~ of the quorum of the Board of Directors may ~~terminate~~ ~~adjourn~~ any Board meeting at any place in the agenda to any time and place specified in

the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board President or the General Manager or his/her designee may declare the meeting adjourned to a stated time and place. Notice of the adjournment shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting, and they shall cause a written notice of adjournment to be given to those specified in the paragraph above:

1. Rotation of Officers.
  - a. The offices of president, vice president, secretary, and treasurer will rotate annually with the vice president succeeding the president, the secretary succeeding the vice president, and the treasurer succeeding the secretary.
  - b. The Board member serving as president before the annual organizational meeting shall rotate out of that position and into the fifth position in the rotation among Board members.
  - c. The Board member serving as vice president before the annual meeting shall be appointed to the office of president.
  - d. Any Board member who takes office as a new member of the Board, as opposed to taking office upon reelection, shall take the fifth position in the rotation among the Board members as of the annual organizational meeting. At the time of such an event, the other Board members shall then be rotated to one higher position in the rotation.
2. At each Annual Organizational Meeting, all newly elected or newly appointed Board members will be added to the rotation list above the outgoing president and below all reelected.
3. In the event that two or more Board members are elected in the same election, the newly elected Board members will be placed in the rotation list in the order of the highest number of votes received to the lowest number of votes received.
4. In the event that two or more Board members are appointed at the same time, the newly appointed Board members will be placed on the rotation list in the order determined by the outgoing Board president.
5. If a Board member declines the automatic nomination for the next office in the rotation, a vote may be held to fill the office, or the rotation may move forward to fill the position with the declining Board member returning to the fifth position.

**4025.4 Annual Organizational Meeting.** The Board of Directors shall hold an annual organizational meeting at its regular meeting in December. At this meeting the Board will affirm the rotation of officers for the offices of president, vice president, secretary, and treasurer.

**1. Rotation of Officers.**

- a. The offices of president, vice president, secretary, and treasurer will rotate annually with the vice president succeeding the president, the secretary succeeding the vice president, and the treasurer succeeding the secretary. The Board member serving as president before the annual organizational meeting shall rotate out of that position and into the fifth position in the rotation among Board members.
- b. The Board member serving as vice president before the annual meeting shall be appointed to the office of president.
- c. Any Board member who takes office as a new member of the Board, as opposed to taking office upon reelection, shall take the fifth position in the rotation among the Board members as of the annual organizational meeting. At the time of such an event, the other Board members shall then be rotated to one higher position in the rotation.
2. At each Annual Organizational Meeting, all newly elected or newly appointed Board members will be added to the rotation list above the outgoing president and below all reelected.
3. In the event that two or more Board members are elected in the same election, the newly elected Board members will be placed in the rotation list in the order of the highest number of votes received to the lowest number of votes received.
4. In the event that two or more Board members are appointed at the same time, the newly appointed Board members will be placed on the rotation list in the order determined by the outgoing Board president.
5. If a Board member declines the automatic nomination for the next office in the rotation, a vote may be held to fill the office, or the rotation may move forward to fill the position with the declining Board member returning to the fifth position. ~~In the rotation sequence:~~
6. In the event the president, vice president, secretary, or treasurer does not complete their term in such office, the Board member next in line on the rotation list to assume that office will serve for the balance of the vacant term and the following term unless such officer desires to return to the end of the rotation list at the next Annual Organizational Meeting.
7. At any time prior to the appointment of officers during the Annual Organizational Meeting, the Board may determine by majority vote on a motion to waive or otherwise suspend the implementation of this section. In that event, an election for president,

6. In the event the president, vice president, secretary, or treasurer does not complete their term in such office, the Board member next in line on the rotation list to assume that office will serve for the balance of the vacant term and the following term unless such officer desires to return to the end of the rotation list at the next Annual Organizational Meeting.
7. At any time prior to the appointment of officers during the Annual Organizational Meeting, the Board may determine by majority vote on a motion to waive or otherwise suspend the implementation of this section. In that event, an election for president, vice president, secretary, and treasurer will be held. Any such motion may also address what impact, if any, the suspension of the rotation procedure will have on the position of Board members in the rotation for future elections/appointments.

**4025.5 Recording Secretary.** A staff member recommended by the General Manager, or their designee, shall be appointed by the Board as the Board's Recording Secretary.

**4025.6 Agenda Order.** The President of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

**4025.7 Public Involvement.** The President and the General Manager, or their designee, shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

vice president, secretary, and treasurer will be held. Any such motion may also address what impact, if any, the suspension of the rotation procedure will have on the position of Board members in the rotation for future elections/appointments.

**4025.5 Recording Secretary.** A staff member recommended by the General Manager, or ~~his/her~~ their designee, shall be appointed by the Board as the Board's Recording Secretary.

**4025.6 Agenda Order.** The President of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

**4025.7 Public Involvement.** The President and the General Manager, or ~~his/her~~ their designee, shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

## Redline Section 5 Board Meeting Agendas

### ~~6.~~ **4030 BOARD MEETING AGENDAS**

~~A.~~ **4030.1 Agenda.** The General Manager, or his or her designee, in cooperation with the Board President and/or Vice President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Ralph M. Brown Act.

~~4030.2 Notice.~~ At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously at the District office in a location freely accessible to the public and on the District's website

~~A.~~ The posting of agendas and notices will be governed by the provisions of the Brown Act (Government Code 54950 et. seq.)

~~B.~~ The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting.

~~4030.3 Agenda Materials.~~ When distributing agenda packages and other materials to members of the Board of Directors, those materials should be provided to all Board members at the same time, and materials should also be provided to the public pursuant to GC 54957.5

~~B.~~ **4030.4 Public Requests.** Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

~~i.A.~~ The request must be in writing and be submitted to the General Manager or his or her designee ~~or his or her designee together together~~ with supporting documents and information, if any, at least ten (10) business days prior to the date of the meeting;

~~B.~~ The General Manager shall be the sole judge of whether the public request is or is not a matter directly related to District business.

~~C.~~ The General Manager shall determine the timing of when the item will be placed on the agenda.

~~D.~~ The public member requesting the agenda item may appeal the General Manager's decision by speaking during Public Comment at the next regular meeting of the Board of Directors. Any Director may request that the item be placed on the agenda of an upcoming regular Board meeting.

~~ii.E.~~ No matter which is legally a proper subject for consideration by the Board in closed session

will be accepted under this policy; and

~~iii.F.~~ \_\_\_\_\_ The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

~~C.~~ **4030.5 Director Requests.** By contacting the General Manager, any Director may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

~~i.A.~~ The request must be in writing and submitted to the Board President and General Manager together with the supporting documents and information, if any, by noon at least ~~six ten (10)~~ working days prior to the date of the next scheduled regular meeting.

*(Amended by Resolution 2021-24)*

~~D.~~ **4030.6 Testimony.** This policy does not prevent the Board from taking public testimony at regular and special meetings of the Board on matters which are within the jurisdiction of the Board but not on the agenda.

~~A.~~ ~~The Board shall not discuss or take action on such matters at that meeting. No action or discussion shall be undertaken on any item not appearing on the posted agenda (GC 54954.2(a)(3).~~

~~B.~~ ~~The Board may not prohibit public criticism, but shall control the order of the proceedings, including placing reasonable time limits on public comment.~~

~~i.C.~~ ~~The Board may not require members of the public to give names, or to sign in / register as a condition of attendance or speaking~~

~~ii.D.~~ \_\_\_\_\_ The Board may:

- a. Respond briefly to statements / questions from the public
- b. Ask a question for clarification
- c. Make a brief announcement
- d. Make a brief report on his / her activities
- e. Provide a reference to staff or other sources for information
- f. Request staff report back at a later meeting, or
- g. Direct staff to place the matter on a future agenda

~~E.~~ \_\_\_\_\_ **Notice.** ~~At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at the District office. If the District maintains a website, the agenda shall be posted on the website for public information at the same time.~~

~~i.~~ \_\_\_\_\_ ~~The posting of agendas and notices will be governed by the provisions of the Brown Act (Government Code 54950 et. seq.)~~

~~ii.i.~~ \_\_\_\_\_ ~~The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting.~~

**Current Section**

6. BOARD MEETING AGENDAS

- A. **Agenda.** The General Manager, in cooperation with the Board President and/or Vice President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Ralph M. Brown Act.
- B. **Public Requests.** Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:
  - i. The request must be in writing and be submitted to the General Manager together with supporting documents and information, if any, at least ten (10) business days prior to the date of the meeting;
  - ii. No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy; and
  - iii. The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.
- C. **Director Requests.** By contacting the General Manager, any Director may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

6. 4030. BOARD MEETING AGENDAS

- A. 4030.1 Agenda. The General Manager, or his or her designee, in cooperation with the Board President and/or Vice President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Ralph M. Brown Act.
- 4030.2 Notice. At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously at the District office in a location freely accessible to the public and on the District's website
- A. The posting of agendas and notices will be governed by the provisions of the Brown Act (Government Code 54950 et. seq.)
- B. The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting.
- 4030.3 Agenda Materials. When distributing agenda packages and other materials to members of the Board of Directors, those materials should be provided to all Board members at the same time, and materials should also be provided to the public pursuant to GC 54957.5
- B. 4030.4 Public Requests. Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:
  - ~~i.A.~~ The request must be in writing and be submitted to the General Manager or his or her designee or his or her designee together with supporting documents and information, if any, at least ten (10) business days prior to the date of the meeting;
  - B. The General Manager shall be the sole judge of whether the public request is or is not a matter directly related to District business.
  - C. The General Manager shall determine the timing of when the item will be placed on the agenda.
  - D. The public member requesting the agenda item may appeal the General Manager's decision by speaking during Public Comment at the next regular meeting of the Board of Directors. Any Director may request that the item be placed on the agenda of an upcoming regular Board meeting.
  - ~~ii.E.~~ No matter which is legally a proper subject for consideration by the Board in closed session



will be accepted under this policy; and

~~iii.F.~~ The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

~~C.~~ **4030.5 Director Requests.** By contacting the General Manager, any Director may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:  
~~i.A.~~ The request must be in writing and submitted to the Board President and General Manager together with the supporting documents and information, if any, by noon at least ~~six-ten (10)~~ working days prior to the date of the next scheduled regular meeting.

*(Amended by Resolution 2021-24)*

~~D.~~ **4030.6 Testimony.** This policy does not prevent the Board from taking public testimony at regular and special meetings of the Board on matters which are within the jurisdiction of the Board but not on the agenda.

~~A.~~ The Board shall not discuss or take action on such matters at that meeting. No action or discussion shall be undertaken on any item not appearing on the posted agenda (GC 54954.2(a)(3)).

~~B.~~ The Board may not prohibit public criticism, but shall control the order of the proceedings, including placing reasonable time limits on public comment.

~~i.C.~~ The Board may not require members of the public to give names, or to sign in / register as a condition of attendance or speaking

~~ii.D.~~ The Board may:

- a. Respond briefly to statements / questions from the public
- b. Ask a question for clarification
- c. Make a brief announcement
- d. Make a brief report on his / her activities
- e. Provide a reference to staff or other sources for information
- f. Request staff report back at a later meeting, or
- g. Direct staff to place the matter on a future agenda

~~E.~~ Notice. At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at the District office. If the District maintains a website, the agenda shall be posted on the website for public information at the same time.

~~i.~~ The posting of agendas and notices will be governed by the provisions of the Brown Act (Government Code 54950 et. seq)

~~ii.I.~~ The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting.

- i. The request must be in writing and submitted to the Board President and General Manager together with the supporting documents and information, if any, by noon at least six working days prior to the date of the next scheduled regular meeting.

*(Amended by Resolution 2021-24)*

D. **Testimony.** This policy does not prevent the Board from taking public testimony at regular and special meetings of the Board on matters which are within the jurisdiction of the Board but not on the agenda.

- i. The Board shall not discuss or take action on such matters at that meeting.
- ii. The Board may:
  - a. Respond briefly to statements / questions from the public
  - b. Ask a question for clarification
  - c. Make a brief announcement
  - d. Make a brief report on his / her activities
  - e. Provide a reference to staff or other sources for information
  - f. Request staff report back at a later meeting, or
  - g. Direct staff to place the matter on a future agenda

E. **Notice.** At least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at the District office. If the District maintains a website, the agenda shall be posted on the website for public information at the same time.

- i. The posting of agendas and notices will be governed by the provisions of the Brown Act (Government Code 54950 et. seq.)
- ii. The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting.

## Redline Section 5 Board Actions and Decisions

### 5. 4040. BOARD ACTIONS AND DECISIONS

~~A.~~ **4040.1 Actions.** Actions by the Board of Directors include but are not limited to the following:

- ~~i.~~ A. Adoption or rejection of regulations or policies;
- ~~ii.~~ B. Adoption or rejection of a resolution;
- ~~iii.~~ C. Adoption or rejection of an ordinance;
- ~~iv.~~ D. Approval or rejection of any contract or expenditure;
- ~~v.~~ E. Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of the General Manager, and the classification and compensation plan; and,
- F. Approval or disapproval of matters that require or may require the District or its employees to take action and / or provide services
- G. Make a determination under the California Environmental Quality Act
- H. Approve the acquisition or disposition of real property
- I. Approve the acquisition of personal property pursuant to Policy 5080 Purchasing
- ~~vi.~~ J. Adopt or amend any plan for the District

~~B.~~ **4040.2 Majority.** Action can only be taken by the vote of the majority of the Board of Directors. Action may be taken by a vote of a majority of a quorum (see Section C) attending a Board meeting, unless a greater number of votes is required to pass the action due to the application of state or federal law.

~~C.~~ **4040.3 Quorum.** Three (3) Directors represent a quorum for the conduct of business.

#### 4040.4

**Abstention.** ~~A member abstaining~~ Abstention is the withholding of a vote. A Board member abstaining in from a vote is considered part of the quorum and is considered as absent for that vote shall be recorded in the administrative record. A member abstaining due to a conflict of interest does not count towards a quorum.

- A. Duty. While it is the duty of every member who has an opinion to express it by vote, he or she can abstain, since they cannot be compelled to vote. A Board member's refusal to vote

is, in effect, a declaration that they consent that the majority of the quorum may act for the body of which they are members (California Attorney General 2011)

B. Abstentions and vote results will be recorded in the administrative record according to the following protocols:

<u>Vote</u>				<u>Result</u>
<u>3 Yes</u>	<u>2 No</u>			<u>Pass</u>
<u>3 Yes</u>	<u>1 No</u>	<u>1 Abstain</u>		<u>Pass</u>
<u>2 Yes</u>	<u>2 No</u>	<u>1 Abstain</u>		<u>Fail</u>
<u>2 Yes</u>	<u>1 No</u>	<u>2 Abstain</u>		<u>Fail</u>
<u>2 Yes</u>	<u>1 No</u>		<u>2 Absent</u>	<u>Fail</u>
<u>1 Yes</u>	<u>0 No</u>	<u>3 Abstain</u>	<u>1 Absent</u>	<u>Fail</u>
<u>2 Yes</u>	<u>0 No</u>		<u>3 Absent</u>	<u>Fail</u>

i.—

a.1. Example. If three (3) of five (5) Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one (1) Director abstains on a particular action and the other two (2) cast “aye” votes, no action is taken because a majority of the Board” did not vote in favor of the action.

b.2. Example. If an action is proposed requiring a two-thirds (2/3) vote and two (2) Directors abstain, the proposed action cannot be approved because four (4) of the five (5) Directors would have to vote in favor of the action.

c.3. Example. If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three (3) Directors must vote in favor of the appointment for it to be approved. If two (2) of the three (3) Directors present abstain, the appointment is not approved.

4040.5 Recusal. Recusal is the removal of oneself as judge or policy-maker in a particular matter, sue to a conflict of interest or other disqualifying factor. A Director who has a conflict of interest shall recuse themselves from discussion and remove him or herself as a participant in the discussion and leave the meeting room until the conclusion of discussion and vote. A director recusing themselves shall be recorded as an absence for the vote. A member abstaining recusing themselves due to a conflict of interest does not count towards a quorum.

**4040.6 DirectionsAction.**

A. Formal. The Board shall act only by ordinance, resolution, or motion. At the time the vote occurs, individual votes shall be reported and then recorded in the meeting minutes (GC 54953(c)2)

D.B. Informal. —The Board may give direction to staffs that are is not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager.

i.1. The President shall determine by consensus a Board directive and shall state it for clarification. Should any two (2) Directors challenge the statement of the President, a voice vote may be requested.

~~ii.~~—A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).

2.

~~iii.~~3. Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda.

~~1.~~—The Board shall act collectively and not individually become involved in the day-to-day operation of the District.

4.

~~—~~**4040.7 Follow Up**

~~iv.~~1. ~~Individual~~Individual Board members may follow up on direction given to the General Manager.

~~v.~~2. The General Manager or assigned staff shall make every effort to communicate a definitive answer in a timely manner.

Current Section 5 Board Meeting Agendas

5. BOARD ACTIONS AND DECISIONS

A. **Actions.** Actions by the Board of Directors include but are not limited to the following:

- i. Adoption or rejection of regulations or policies;
- ii. Adoption or rejection of a resolution;
- iii. Adoption or rejection of an ordinance;
- iv. Approval or rejection of any contract or expenditure;
- v. Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of the General Manager, and the classification and compensation plan; and,
- vi. Approval or disapproval of matters that require or may require the District or its employees to take action and / or provide services

B. **Majority.** Action can only be taken by the vote of the majority of the Board of Directors. Action may be taken by a vote of a majority of a quorum attending a Board meeting, unless a greater number of votes is required to pass the action due to the application of state or federal law.

C. **Quorum.** Three (3) Directors represent a quorum for the conduct of business.

- i. Abstention. A member abstaining in a vote is considered as absent for that vote. A member abstaining due to a conflict of interest does not count towards a quorum.

4040. BOARD ACTIONS AND DECISIONS

4040.1 **Actions.** Actions by the Board of Directors include but are not limited to the following:

- A. Adoption or rejection of regulations or policies;
- B. Adoption or rejection of a resolution;
- C. Adoption or rejection of an ordinance;
- D. Approval or rejection of any contract or expenditure;
- E. Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of the General Manager, and the classification and compensation plan; and,
- F. Approval or disapproval of matters that require or may require the District or its employees to take action and / or provide services
- G. Make a determination under the California Environmental Quality Act
- H. Approve the acquisition or disposition of real property
- I. Approve the acquisition of personal property pursuant to Policy 5080 Purchasing
- J. Adopt or amend any plan for the District

4040.2 **Majority.** Action can only be taken by the vote of the majority of the Board of Directors. Action may be taken by a vote of a majority of a quorum (see Section C), attending a Board meeting, unless a greater number of votes is required to pass the action due to the application of state or federal law.

4040.3 **Quorum.** Three (3) Directors represent a quorum for the conduct of business.

4040.4 **Abstention.** A member abstaining is the withholding of a vote. A Board member abstaining in from a vote is considered part of the quorum and is considered as absent for that vote shall be recorded in the administrative record. A member abstaining due to a conflict of interest does not count towards a quorum.

A. **Duty.** While it is the duty of every member who has an opinion to express it by vote, he or she can abstain, since they cannot be compelled to vote. A Board member's refusal to vote.

is, in effect, a declaration that they consent that the majority of the quorum may act for the body of which they are members. (California Attorney General 2011)

B. Abstentions and vote results will be recorded in the administrative record according to the following protocols:

Vote	Result
3 Yes 2 No	Pass
3 Yes 1 No 1 Abstain	Pass
2 Yes 2 No 1 Abstain	Fail
2 Yes 1 No 2 Abstain	Fail
2 Yes 1 No	2 Absent Fail
1 Yes 0 No 3 Abstain	1 Absent Fail
2 Yes 0 No	3 Absent Fail

**1-1 Example.** If three (3) of five (5) Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one (1) Director abstains on a particular action and the other two (2) cast "aye" votes, no action is taken because a majority of the Board did not vote in favor of the action.

**1-2 Example.** If an action is proposed requiring a two-thirds (2/3) vote and two (2) Directors abstain, the proposed action cannot be approved because four (4) of the five (5) Directors would have to vote in favor of the action.

**1-3 Example.** If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three (3) Directors must vote in favor of the appointment for it to be approved. If two (2) of the three (3) Directors present abstain, the appointment is not approved.

**1040.5 Recusal.** Recusal is the removal of oneself as judge or policy-maker in a particular matter, due to a conflict of interest or other disqualifying factor. A Director who has a conflict of interest shall recuse themselves from discussion and remove him or herself as a participant in the discussion and leave the meeting room until the conclusion of discussion and vote. A Director recusing themselves shall be recorded as an absence for the vote. A member abstaining/recusing themselves due to a conflict of interest does not count towards a quorum.

**1040.6 Directions Action.**

A. **Formal.** The Board shall act only by ordinance, resolution, or motion. At the time the vote occurs, individual votes shall be reported and then recorded in the meeting minutes (GC 54953(c)(2))

D-B. **Informal.** The Board may give direction to staffs that are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager.

**1-1.** The President shall determine by consensus a Board directive and shall state it for clarification. Should any two (2) Directors challenge the statement of the President, a voice vote may be requested.

a. **Example.** If three (3) of five (5) Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one (1) Director abstains on a particular action and the other two (2) cast "aye" votes, no action is taken because a majority of the Board did not vote in favor of the action.

b. **Example.** If an action is proposed requiring a two-thirds (2/3) vote and two (2) Directors abstain, the proposed action cannot be approved because four (4) of the five (5) Directors would have to vote in favor of the action.

c. **Example.** If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three (3) Directors must vote in favor of the appointment for it to be approved. If two (2) of the three (3) Directors present abstain, the appointment is not approved.

D. **Directions.** The Board may give directions that are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager.

i. The President shall determine by consensus a Board directive and shall state it for clarification. Should any two (2) Directors challenge the statement of the President, a voice vote may be requested.

- ii. A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).
- iii. Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda.
- iv. The Board shall act collectively and not individually become involved in the day-to-day operation of the District.
- v. Individual Board members may follow up on direction given to the General Manager.
- vi. The General Manager or assigned staff shall make every effort to communicate a definitive answer in a timely manner.

~~ii.~~ A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).

~~2.~~

~~iii.~~ Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda.

~~1.~~ The Board shall act collectively and not individually become involved in the day-to-day operation of the District.

~~4.~~

~~4040.7 Follow Up~~

~~iv-1.~~ Individual Board members may follow up on direction given to the General Manager.

~~2.~~ The General Manager or assigned staff shall make every effort to communicate a definitive answer in a timely manner.



**- Redline Section 11 – Rules of Order**

11. RULES OF ORDER FOR BOARD AND COMMITTEE MEETINGS

- A. **Policy.** Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules (Robert's Rules of Order).
  
- B. **Point of Order.** If a Director believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order - not requiring a second - to the President. If the ruling of the President is not satisfactory to the Director, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.
  
- C. **Obtaining the Floor.** Any Director desiring to speak should address the President and, upon recognition by the President, may address the subject under discussion.
  
- D. **Motions.** Any Director, including the President, may make or second a motion. A motion shall be brought and considered as follows:
  - i. A Director makes a motion; another Director seconds the motion; and the President states the motion.
  
  - ii. Once the motion has been stated by the President, it is open to discussion and debate. After the public in attendance has had an opportunity to comment, and after the matter has been fully debated, the President will call for the vote.
  
  - iii. Any Director may move to immediately bring the question being debated to a vote (following public input), thus suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.
  
- E. **Secondary Motions.** Ordinarily, only one (1) motion can be considered at a time and a motion must be disposed of before any other motions or business is considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.
  - i. **Motion to Amend.** A main motion may be amended before it is voted on, either by the consent of the Directors who moved and seconded, or by a new motion and second.

- ii. **Motion to Table.** A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.
- iii. **Motion to Postpone.** A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.
- iv. **Motion to Refer to Committee.** A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.
- v. **Motion to Close Debate and Vote Immediately.** As provided above, any Director may move to close debate and immediately vote on a main motion.
- vi. **Motion to Adjourn.** A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.

**F. Decorum.**

- i. The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. [\(See also Policy 4035.5\)](#)
- ii. The President may also declare a short recess during any meeting.

**G. Amendment of Rules of Order.** By motion made, seconded and approved by a majority vote, the Board may, at its discretion and at any meeting:

- a. Temporarily suspend these rules in whole or in part;
- b. Amend these rules in whole or in part; or, both.

**Current Section**

11. RULES OF ORDER FOR BOARD AND COMMITTEE MEETINGS

- A. **Policy.** Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules (Robert's Rules of Order).
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- i. A Director makes a motion; another Director seconds the motion; and the President states the motion.
- ii. Once the motion has been stated by the President, it is open to discussion and debate. After the public in attendance has had an opportunity to comment, and after the matter has been fully debated, the President will call for the vote.

POLICY TITLE      RULES OF ORDER FOR BOARD AND COMMITTEE MEETINGS  
 POLICY NUMBER    4055

**4055.1 Policy.** Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules (Robert's Rules of Order).

**4055.2 Point of Order.** If a Director believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order - not requiring a second - to the President. If the ruling of the President is not satisfactory to the Director, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.

**4055.3 Obtaining the Floor.** Any Director desiring to speak should address the President and, upon recognition by the President, may address the subject under discussion.

**4055.4 Motions.**

**4055.4.1** Any Director, including the President, may make or second a motion. A motion shall be brought and considered as follows:

- A. A Director makes a motion; another Director seconds the motion; and the President states the motion.
- B. Once the motion has been stated by the President, it is open to discussion and debate. After the public in attendance has had an opportunity to comment, and after the matter has been fully debated, the President will call for the vote.
- C. Any Director may move to immediately bring the question being debated to a vote (following public input), thus suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.

iii. Any Director may move to immediately bring the question being debated to a vote (following public input), thus suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.

E. **Secondary Motions.** Ordinarily, only one (1) motion can be considered at a time and a motion must be disposed of before any other motions or business is considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

i. **Motion to Amend.** A main motion may be amended before it is voted on, either by the consent of the Directors who moved and seconded, or by a new motion and second.

ii. **Motion to Table.** A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.

iii. **Motion to Postpone.** A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.

iv. **Motion to Refer to Committee.** A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.

**4055.4.2 Secondary Motions.** Ordinarily, only one (1) motion can be considered at a time and a motion must be disposed of before any other motions or business is considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

A. **Motion to Amend.** A main motion may be amended before it is voted on, either by the consent of the Directors who moved and seconded, or by a new motion and second.

B. **Motion to Table.** A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.

C. **Motion to Postpone.** A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.

D. **Motion to Refer to Committee.** A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.

- v. **Motion to Close Debate and Vote Immediately.** As provided above, any Director may move to close debate and immediately vote on a main motion and immediately vote on a main motion.
  - vi. **Motion to Adjourn.** A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.
- 4055.5 Decorum.**
- A. The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. (See also [Policy 4035.5](#))
  - B. The President may also declare a short recess during any meeting.
- 4055.6 Amendment of Rules of Order.** By motion made, seconded and approved by a majority vote, the Board may, at its discretion and at any meeting:
- A. Temporarily suspend these rules in whole or in part;
  - B. Amend these rules in whole or in part; or, both.
- F. Decorum.**
- i. The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings.
  - ii. The President may also declare a short recess during any meeting.
- G. Amendment of Rules of Order.** By motion made, seconded and approved by a majority vote, the Board may, at its discretion and at any meeting:
- a. Temporarily suspend these rules in whole or in part;
  - b. Amend these rules in whole or in part; or, both.
- E. **Motion to Close Debate and Vote Immediately.** As provided above, any Director may move to close debate and immediately vote on a main motion.
  - F. **Motion to Adjourn.** A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 10**

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** Consideration of Data Scrubbing Services

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**Staff Recommendation:** No recommendation.

If desired, direct staff to designate a specified data scrubbing service as an official vendor and authorize the offer of voluntary payroll deductions for officials and/or employees who choose to participate.

**Executive Summary**

A Board member requested consideration of web privacy protection / scrubbing services. Staff researched related legal, ethical, and First Amendment considerations. A preliminary report was provided at the March 12, 2025 meeting, and Legal Counsel Markman provided counsel on limitations to these services. The Board directed staff to bring back additional information.

**Background**

A web privacy protection service actively removes an individual's personal information from various online databases and people search sites. It essentially "scrubs" the digital footprint to protect privacy by limiting the amount of accessible data about an individual on the internet.

Web privacy scrubbing services scan the web for an individual's personal information on data broker sites and send automated requests to remove it. These services may reduce the risk of identity theft, spam, and unwanted marketing by limiting the amount of publicly available personal data. District Legal Counsel advised that services should be limited to scrubbing of said personal information, and may not be used to delete undesirable information, such as information critical of the District or an elected official.

**Discussion**

**Public purpose:** District legal counsel advised that it is unlikely that a public entity could find a public purpose in an expenditure to have a consultant provide these personal services for elected positions. Per California law, funds for public purpose must be spent to benefit the public, and an expenditure such as personal data scrubbing services could be construed as misuse of public funds.

**First Amendment:** District Legal Counsel cautioned about limiting the potential scope of the work provided. Further legal and ethical guidance may be warranted due to the potential for such services to target and attempt to remove content protected by the First Amendment, such as articles or social media posts.

**Public information:** Board member addresses are public information and are provided to the County Registrar of Voters to ensure meeting of election residency requirements. Election nomination documents clearly state that "State law requires candidate information to be a matter of public record."



Staff researched services LEO Web Protect and others which specialize in sending removal requests to data brokers on a person’s behalf. Staff’s research findings are presented in Attachment 1. Table 1, below, is a matrix of services and costs.

<b>Table 1 Attachment</b>	Service	Notes	Cost (rounded)
2	LEO Web Protect	Primarily serves Law Enforcement but offers a Premier Package for other officials. Registration page specifically indicates that an official should sign up using their personal email, not their official email	Premier Plan (recommended) <sup>1</sup> <b>\$999.96 annually</b> Basic Plan <b>\$99.99 annually</b>
3	Privacy Pros	Offers personalized data removal services, focusing on eliminating personal information from various data broker and people-search websites. They provide tailored solutions for individuals seeking to enhance their online privacy.	Service starting at <b>\$100</b>
4	OneRep	An automated service that scans and removes personal information from data broker websites, aiming to protect users' privacy online	<b>\$100 annually</b>
5	Incogni	Offers an automated service to remove personal information from data brokers, enhancing users' online privacy	<b>\$90 annually</b>

Board discussion at the March 12, 2025 meeting included reference to the LEO Web statement<sup>2</sup> that they serve the California State Assembly and other public agencies “as an official vendor.” Staff verified that as an official vendor, employees of many of the listed agencies have access to the program and may participate through a payroll deduction, similar to BCVWD’s benefit offering of the Legal Shield service; it is not a District-paid benefit. Alternatively, an organization such as a police officers association may offer the service as part of its membership plan, as these are not taxpayer funded entities and do not entail the misuse of public funds. LEO Web was unable to identify any special district offering their services to elected officials as a paid benefit.

**Fiscal Impact:** From \$450 to \$5,000 annually.

**Attachments**

1	Staff’s research findings	
2	LEOWeb Protect information	<a href="https://www.leowebprotect.com/product/leoweb-protect/">https://www.leowebprotect.com/product/leoweb-protect/</a>
3	Privacy Pros information	Privacypros.com (website is not secure)
4	OneRep information	<a href="https://onerep.com/">https://onerep.com/</a>
5	Incogni information	<a href="https://incogni.com/">https://incogni.com/</a>

<sup>1</sup> The LEOWeb email and website indicate that the Premier Plan serves elected officials. LEOWeb representative Phil Suchowski confirmed that the basic plan was not applicable to elected officials, as they have a greater internet presence (4/2/2025 telephone conversation).

<sup>2</sup> Email to Director Ramirez from LEOWeb representative Phil Suchowski dated 11/8/2024. This information was sought but not found on the LEOWeb website on 4/2/2025. <https://www.leowebprotect.com/>



## Attachment 1

### **Findings**

In an abundance of caution with an eye toward District-paid data scrubbing services, staff conducted a detailed review of relevant California state statutes, case law, ethics guidelines, and precedent cases. This research focused on:

- California Government Code (GC) § 8314, which addresses misuse of public resources.
- California Constitution Article XVI § 6, which prohibits gifts of public funds.
- Penal Code § 424, regarding the misappropriation of public funds.
- GC § 7928.200 et. seq., dealing with personal information on online databases.
- Fair Political Practices Commission (FPPC) conflict of interest regulations.
- Ethical guidance from the Institute for Local Government and other relevant agencies.
- Past legal cases and enforcement actions involving the misuse of public staff or resources.
- Best practices observed in other California local government agencies.

#### **1. Legal Restrictions on Use of Public Resources**

California GC § 8314 prohibits the use of public resources, including staff time, for personal purposes. This statute defines 'public resources' broadly and allows only incidental or minimal use for personal matters. Violations may result in fines of up to \$1,000 per day and triple the value of misused resources. In more serious cases, Penal Code § 424 could apply, carrying potential criminal penalties for misappropriation of public funds.

#### **2. Ethical Guidelines and Precedents**

Ethics bodies such as the Institute for Local Government (ILG) strongly discourage public employees from performing personal tasks for elected officials. These guidelines warn that even the appearance of using public staff for private benefit undermines trust in government.

#### **3. Conflicts of Interest and Misuse of Funds**

Using district staff or funds to support a board member's personal data removal efforts likely constitutes a conflict of interest. Under the Political Reform Act and GC § 87100, public officials are prohibited from participating in decisions where they have a personal financial interest. Directing staff to engage with or procure a paid service would violate this standard.

#### **4. Residency, Public Disclosure, and Safety**

GC § 7928.200 et. seq. allows elected officials to request that websites remove their home addresses from public listings, particularly when safety concerns exist. The law permits officials to designate their public agency to act on their behalf in sending such requests, but does not authorize the use of public funds to pay for third-party services. Unless there is a specific and credible threat, personal data removal is considered a private concern.

#### **5. Best Practices recommended by ethics organizations**

- Decline to use district staff or funds for personal data removal efforts.
- Provide the board member with information about their rights under GC § 7928.200 et. seq.
- Recommend that the board member pursue privacy services using their own resources.



Subject: LEO Web Protect Premier Plans for High Profile Officials

**Andy,**

**Here's an updated and comprehensive information email about LEO Web Protect for your review, with an overview of our service, as well as links to our website, videos, educational information and the sign-up process. Feel free to forward this to others who may be interested in our service and please contact me if you have any questions or would like additional information.**

**FYI, Phil**

**LEO Web Protect, is a specialized and proactive, internet privacy service: for active or retired federal, military, tribal, state, county and local law enforcement officers and government officials. This also includes support personnel and family members.**

**The Premier Plans best serve governmental personnel and officials who have an active internet footprint, elevated public exposure. or are subject to high-risk threats.**

**LEO Web Protect has been in service since 2011 and is operated by active and retired law-enforcement officers. I myself, served in a 40-year law enforcement career and retired from Fontana PD and the San Bernardino DA's Office.**

**We've all seen that in today's social and political climate that; the use of force, critical incidents, detentions, arrests, traffic stops, radio calls, investigations, inspections, enforcement actions, medical & emergency response, court testimony, civil and criminal court cases, legislative actions, public hearings, administrative actions, regulatory hearings, child & elder abuse interdictions, mental health evaluations, grievance issues, frivolous complaints, public events, protests, civil unrest, carrying out your official duties, or a simple contact can spiral by no fault of your own and potentially put you one step away from being the focus of national news, social media attention and anti-government groups.**

**That can lead to some very vindictive and nefarious individuals and groups, to search for your personal, private and family information.**

**That can also make you, your family, and your home the target of threats, harassment and retaliation, as well as doxing, swatting, stalking, agitators, and protestors.**

**[How cops can protect themselves from doxxing \(police1.com\)](#)**

**Just for starters, how much of your personal information can be on the Internet?**

- Where you presently live
- Pictures & details of your home
- Phone numbers
- Email & IP Addresses
- Birthdate
- Social Security
- Driver's License Information
- Registration Information

- Utilities Information
- Financial Information
- Medical Information
- Civil Court Information
- Political, Club and Social Affiliations
- Information about your family, including your children
- Geo Tracked photo locations of you and your family, as well as their school, employment or social locations
- Postings on internet web browsers, search engines, search sites, websites, links & hyperlinks
- Personal information that is stored in data silo systems, that can later re-emerge or re-post on the internet
- There are over 1,500 search engines, with personal information searches estimated at over 3 million a day
- \*In 2023, there were over 3,200 data system breaches in the U.S. affecting over 350 million victims.**
- \*Very likely, that you or your family members were amongst those who were affected and notified, and your personal information can be out there.**

[LEO Web Protect Explainer Video](#)

**Simply put, LEO Web Protect works to help make you and your family "cyber-invisible"** by removing your personal and private information from the internet; so that others can't find it, use it or abuse it, and we continue to monitor the internet for newly posted or re-posted information.

**This privacy and protections are authorized for government personnel** under California Government Codes 7920.500, 7920.535, 7928.215, 7928.220, 7928.230, as well as other state codes and statutes around the country.

**Websites are required to remove your private information within 48 hours of demand.**

- The protected person, and anyone residing at the same address.
- Civil penalty of \$1000.00 per incident.
- The protected person can sue civilly; minimum judgment is \$4000.
- Any company found at fault shall pay all reasonable court and attorney fees.
- A Third Party (LEO Web Protect) may assist in the removal of your private information**

**LEO Web Protect has established MOUs with credit bureaus & major data mines.**

- Electronically submits demands to ensure reliability and accountability.
- Removes your personal information from the Internet.
- Monitors the Internet for the life of the account.
- Detects and removes newly posted or re-posted information,
- Our services are guaranteed, or you'll receive a full refund.**

**Entities are constantly trading, acquiring, buying and selling your personal information and placing it on the internet without your permission.** Technology has also given others the tools to find you, your family and your personal information. With today's threats against our professions, the LEO Web Protect service speaks for itself.

**It can be a reoccurring and very time-consuming task; trying to search for and remove your personal information and your family's personal information from the internet.** Removing your personal and private information from the internet can also reduce your exposure to hacking, identity theft, phishing, smishing, scamming, spam calls and spam mail. We take security seriously, and use technologies like SSL encryption to protect you. **Protective measures for law enforcement & government families also goes well beyond internet privacy.**

[7 ways to protect yourself and your family from physical, psychological and financial threats \(police1.com\)](#)

**We're a vetted and an official service for several governmental agencies and associations** and we're also active with law enforcement and public safety networks. Our clients include federal, state, county and local agency personnel and we currently provide this service in all 50 states.

***This program serves both active or retired, law enforcement personnel and other government officials; including agency support personnel whose duties include court testimony, as well as police officers, deputies, detectives, dispatchers, evidence techs, custody officers & specialists, community service officers, code enforcement officers, fire fighters, inspectors, investigators, special agents, intelligence officers, military police officers, tribal police officers, correctional officers, probation office rs, parole agents, child & adult protection case workers, mental health personnel, police chiefs, prosecutors, victim advocates, public defenders, county counsel attorneys, city attorneys, district attorneys, state attorneys, judges, sheriffs, city council members, mayors, school board members, county supervisors, mayors, city council members, school board members, special district board members, tribal council members, state assembly members, state senators, and other elected governmental officials (and st aff members), as well as their household members.***

### [Chief Charlie Beck Testimonial](#)

**LEO Web Protect is operated by experienced law enforcement professionals who understand your profession, the threats you face and your special concerns for your family. Being in a Law Enforcement & Government Career has many risks. Bringing those risks home to you and your family should not be one of them.**

**If you have any additional questions about how our service works, educational information, program presentations, group rates, or the sign-up process, please check out our website or contact me anytime.**

**Thank You for Your Service,  
Phil Suchowski, Account Rep  
40-Year Law Enforcement Veteran  
Law Enforcement & Government Outreach**

Main 800-976-7515



**LEOWEBPROTECT.COM**

[Leo Web Protect | Protecting Law Enforcement Online](#)

***\*Be sure to use your personal email when signing up, corresponding back with us and when providing information. To maintain the privacy and confidentiality of your personal information, do not use your agency email, which is archived, monitored and subject to review.***

***\*Please call me if you have any further questions about our service or plans, need assistance in walking thru the sign-up process, or in adding household members.***

### **"Premier Plans"**

***The Premier Plans best serve governmental personnel and officials who have an active internet footprint, elevated public exposure and are subject to high-risk threats.***

#### ***Premier Annual Plan:***

***\*Monthly (12) human audits, with 12 monthly reports:***

***With year-round web-crawler monitoring, discovery removals and additional client notifications.***

***Annual Cost: \$999.99, or 12 Monthly (\$83.33) payments.***

#### ***Premier Quarterly Plan:***

***\*Quarterly (every 3 months) human audits, with quarterly (3 month) reports:***

***With year-round web-crawler monitoring, discovery removals and additional client notifications.***

***Annual Cost: \$399.99, or 12 monthly (\$33.33) payments.***

**Clients are who are signing up for the Annual or Quarterly Premier Plans can contact me directly for more information, or go to:**

**[Premier | Leo Web Protect](#)**

***\*List your Account Rep as Phil Suchowski. Indicate in the comments section if you are requesting coverage under the Annual or Quarterly Premier Plan. After your order has been submitted you will be contacted by Billing with your invoice. Some officials pay for their own premiums and other officials are covered by the agency or association that they represent.***

**When adding household members, use our website link at:**

**[Household Member | Leo Web Protect](#)**

***(\*Children under 15 years of age can also be added on, and it is recommended if they already have a social security number.)***

**Added on household members are initially \$49.99 each to sign up and are covered each year thereafter at no additional cost, under the primary client's annual renewal.**

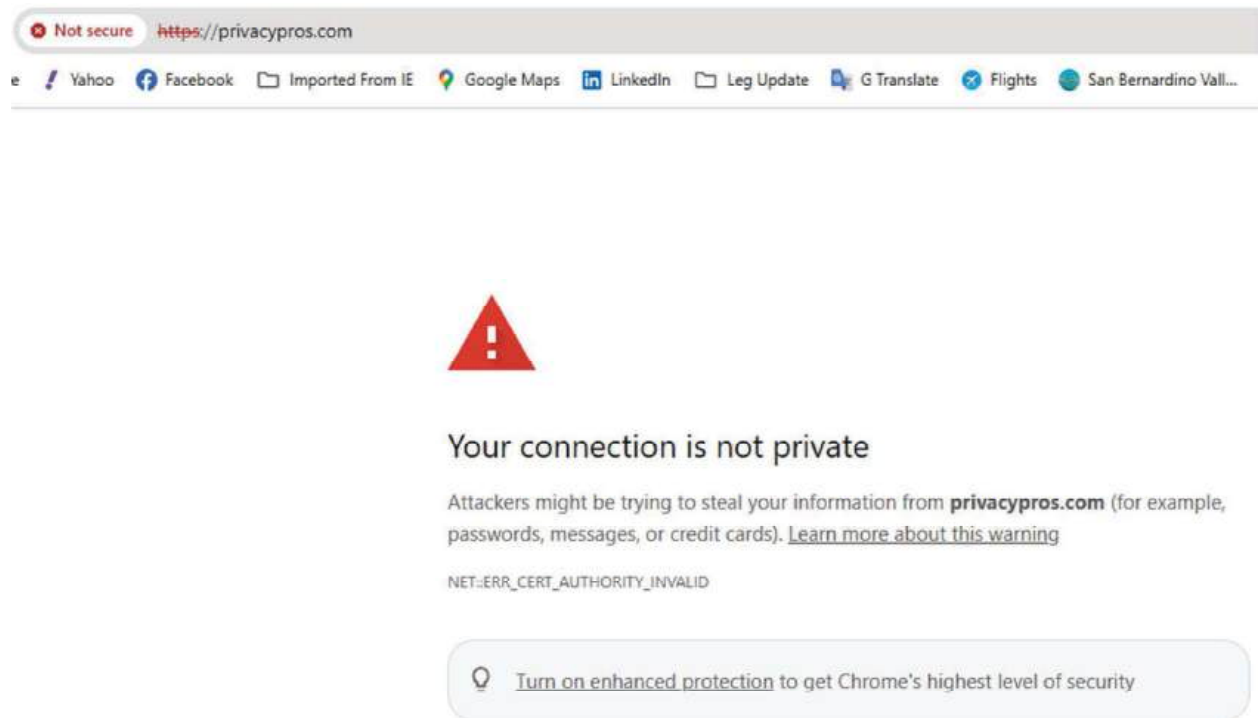
**\*Once you enroll, you can also keep in contact with our staff & techs at**

**[support@leowebprotect.com](mailto:support@leowebprotect.com) to ask questions, add or change information, or alert them to any internet discoveries you make.**

### Attachment 3

#### Privacy Pros

Tried 4 times over 6 days to access the website, which is not secure:





# Onerep Subscription Terms

## Month-to-Month Subscriptions

In the event that your subscription to the Services is on a monthly basis, your subscription will be automatically renewed at the end of the monthly billing cycle unless you provide us with written notice of non-renewal during the prior calendar month. You will be automatically charged the applicable monthly subscription fee for each month or partial month that your month-to-month subscription is in effect.

## Annual Subscriptions

You may elect to purchase annual subscription. Your annual subscription will be automatically renewed at the beginning of each subsequent anniversary year unless you give prior written notice of non-renewal at least thirty (30) days prior to the expiration of the current year subscription.

# Our Pledge to You

Our purpose is to secure your privacy by removing your personal data from public sites on the internet. The ever changing digital landscape makes this work complex and often technically nuanced. You deserve a partner who has the know-how to secure your information and the integrity to communicate in a manner that is straight-forward and honest. The Onerep Consumer Pledge outlines our values and underscores our commitment to you.

**Onerep removes**  
**personal information**  
**from 211 websites.**



Because the data broker industry is growing by leaps and bounds and new people search websites appear all the time, we do everything possible to them on time. With Onerep you can be sure, your name, current and previous addresses, phone numbers, photos of your home, age won't pop up on Google search any longer. Below you will find the list of websites we remove from.



1 person

**\$8.33**/mo

**\$8.33 per month on a 12-month subscription = \$99.96**

Start a free 5-day trial

✓ 30-day money-back g

**Plan includes:**

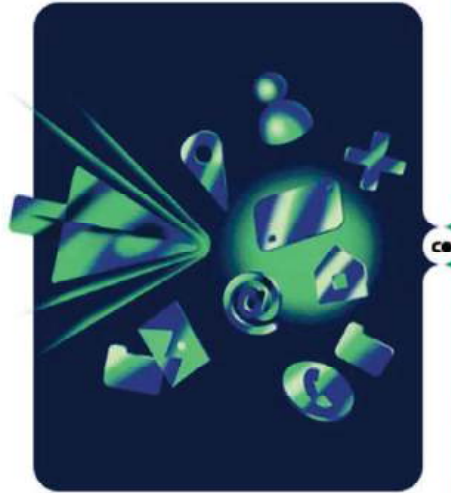
- ✓ Search for listings on 211 data broker sites
- ✓ Automated listings removal
- ✓ Monitoring for newly appeared listings
- ✓ **Covered people: 1**
- ✓ Covered phone numbers: unlimited
- ✓ Covered addresses: unlimited
- ✓ Covered AKA's/aliases: unlimited
- ✓ Adding new data brokers as they appear
- ✓ Monthly report via email
- ✓ 24/7 email support

Excellent Trustpilot

## Protect yourself from scams.

## Keep your data private!

Incogni removes your personal information from the web, lowering the risks of spam, scams, and identity theft.



Get started

30-day money-back guarantee

~ 14 days until resolution

### 2. First removal requests are sent

We send automated removal requests to all covered data brokers who may have your personal information to ensure none of your records are left on their databases.

### 3. Requests are sent on repeat

We re-scan and send out fresh waves of removal requests regularly, so data brokers and people search sites won't have the chance to collect and start selling more of your personal information.

10 days until next request

### 4. We don't stop there

We continually track down and add new data brokers and people search sites to our list, so your level of protection keeps improving over time.

	Inconsistent	Medium	2	Completed
	Compliant	Medium	1	In progress
	Resistant	High	3	In progress

### 5. Our progress reports keep you informed

You'll receive regular privacy reports to stay in the loop—after all, our goal is to give you total control over your personal data.

Sent	In progress	Completed
175	55	120
+10	+24	+32



**\$7.49 per month for 12 month subscription = \$89.88**

**Annual Plan** 50% OFF

**\$7.49**/mo ~~\$14.98/mo~~

[Get Annual Plan](#)

Billed ~~\$179.76~~ **\$89.88** for the first year. Then **\$89.88** annually (VAT/Sales Tax may apply).





**Monthly Plan**

**\$14.98**/mo

[Get Monthly Plan](#)

Billed \$14.98 now, & each following month (VAT/Sales Tax may apply).

**What you'll get:**

<p> <b>Removal from Private Data Brokers</b></p> <p>Keep data brokers from selling your info to third party organizations and protect yourself from spam, increased insurance rates, and more.</p>	<p> <b>Removal from People Search Sites</b></p> <p>Prevent invasion of privacy, identity theft, and online harassment by keeping your data off public databases.</p>
<p> <b>Transparent progress tracking</b></p> <p>Easily track removal statuses and repeated requests via a detailed dashboard and regular progress reports.</p>	<p> <b>Advanced privacy coverage</b></p> <p>Improve your privacy over time by removing profiles linked to your current and past emails, home addresses, and phone numbers, as we continually add new data brokers and people search sites.</p>

**We believe that data privacy is a human right. Our mission is to make it available to all.**

Data protection is not universal. Depending on where you live in the world, your data is either protected to some extent or isn't protected at all. At Incogni, we believe that the need for privacy is shared by everyone. And that everyone should have full control over their data online, regardless of national regulations and borders.



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 11**

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem**

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**Staff Recommendation**

Evaluate director attendance at upcoming events for possible pre-approval or approval after attendance for compensation and / or expense reimbursement pursuant to Policies 4060 and 4065 and vote to pre-approve any selected activities.

If desired, offer a motion to approve:

*I move that the Board pre-approve the attendance of all directors at these events for purposes of per diem and reimbursement of associated reasonable and necessary expenses per District policy:  
(List specific events for approval and any conditions such as cap on expenses)*

**Background**

Event attendance is governed by BCVWD Policies and Procedures Manual Policy 4060 Training, Education and Conferences, and Policy 4065 Remuneration / Director Per Diem Fees. Per Government Code 53232.3(d), Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Directors desiring to attend events not specifically enumerated and preauthorized by BCVWD policy should obtain pre-approval via vote of the Board in order to receive a per diem and/or expense reimbursement.

**Upcoming Events**

*For registration of attendance at any event, Board members should contact the Administrative Assistant.*

Following are activities and events that are, may already be, or can be voted to be preapproved for per diem and/or expense reimbursement for attendance. The Board may set any limitations or caps on authorized expenses as desired.

**1 - SAVE THE DATE**

- Beaumont Cherry Festival: May 29, 30 and 31, June 1, 2025 at Noble Creek Park
- BIA Southern California Water Conference – Friday, Aug. 8 at Ontario Doubletree
- Urban Water Institute – Aug. 20 – 22 at Paradise Point Resort, San Diego
- Water Education Foundation Water Summit – October 1 - Sacramento
- Water Education Foundation Northern California Water Tour (requested / usually held in the fall)

## 2 - NEW EVENTS

DATE / TIME	EVENT A	DIRECTOR INTEREST	
Tue May 6 10 to 11 am	<b>CSDA Webinar: Innovative Approaches to Building Infrastructure: Thinking Beyond Design-Bid-Build</b> Presenter: Craig Hayes, Best Best & Krieger, LLP FREE \$0  With demands on existing infrastructure increasing, are there better ways to get major projects built? New legislation allows special districts to implement progressive design-build project delivery methods to hire design and construction teams at the beginning of a project. Special Districts being able to partner and collaborate with preferred design and construction teams provides the opportunity for reduced project risks, cost savings, and, ultimately, better infrastructure projects. However, it can also present unforeseen legal, practical, and political risks and challenges. This presentation will discuss how special districts can successfully use progressive design-build, along with other similar and underutilized alternative project delivery tools, to build public infrastructure.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
<b>Preapproved</b> (Table A, 10)		WILLIAMS	

DATE / TIME	EVENT B	DIRECTOR INTEREST	
Thu., May 8 2 to 4:30 p.m.	<b>Building Industry Association of Riverside and San Bernardino Counties</b> <b>Inland Empire Economic Update</b> Cost: \$104 (before 3/28) or \$119 (after 3/28)  Keynote Speaker: Scott Wild, Senior Vice President John Burns Research and Consulting, Inc. (See Attachment 2)	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	<b>SLAWSON YES</b>
<b>Approved by Vote at 2/12/25 meeting</b>		<b>WILLIAMS YES</b>	

DATE / TIME	EVENT C	DIRECTOR INTEREST	
Fri. May 9 7:30 – 9 am	<b>Beaumont Chamber of Commerce Breakfast</b> Speaker: TBD <b>Noble Creek Community Center – Copper Room</b> 390 W. Oak Valley Parkway, Beaumont \$25 per person Please advise the Administrative Assistant 8 days in advance if you would like to attend. The breakfasts are the second Friday of each month. Speakers vary, but information is not generally available in a timely manner.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
<b>Preapproved</b> (Table A, 6)		WILLIAMS	

DATE / TIME	EVENT D	DIRECTOR INTEREST	
Tue May 13 10 to 11 am	<b>CSDA Webinar: Successful Communication Strategies for Public Agencies</b> FREE \$0   Presenters: Maurice Chaney, City of Roseville Nicole Coleman, Sacramento Area Sewer District Lorraine Garcia, Coachella Valley Water District Caroline Gongora, Great L.A. County Vector Control District  Developing a communication strategy sets your agency or department on a trajectory for success and serves as a comprehensive roadmap with clear goals, objectives, strategies and tactics. In this session, you'll gain the expertise to devise measurable communications strategies that will bring clear value to your organization. Highlights: <ul style="list-style-type: none"> <li>• Crafting a Long-Term Strategy: Learn to create an agency- or department-wide three to five-year communications plan. Master the art of creating customized communications plans for projects, programs, and crises.</li> <li>• Comprehensive Planning Process: Dive deep into the planning process, from initial research to final measurement, covering all critical steps in between.</li> <li>• Securing Stakeholder Engagement: Gain crucial buy-in from your agency, ensuring a collaborative approach to communication efforts.</li> <li>• Collaboration vs. Autonomy: Explore how to effectively collaborate with consultants on your communication plans or confidently tackle them in-house.</li> </ul>	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
<b>Preapproved</b> (Table A, 10)		WILLIAMS	

DATE / TIME	EVENT E – Conflicts with 5/14 Board Meeting	DIRECTOR INTEREST	
May 13-15 Tuesday- Thursday	<b>ACWA 2025 Spring Conference &amp; Expo</b> Convention Center - Monterey \$ 840   Deadline for Early Bird Pricing 4/25/25 (See Attachment 3) ACWA conference includes statewide issues forums, roundtable talks, and region discussion along with session covering a wide range of topics including water management, innovation, public communication, affordable drinking water, energy, and finance. <a href="https://www.acwa.com/events/2025-spring-conference-expo/">https://www.acwa.com/events/2025-spring-conference-expo/</a>	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
Preapproved (Table A, 1)		WILLIAMS	

Estimated cost per conference attendee (in-person):		
Conference <b>registration</b> with meal package		\$ 949.00
<b>Hotel</b> [check in 5/13, check out 5/15 (2 nights @ \$299 +tax and fees) est.]		\$ 897.00
<b>Meals</b> and incidentals (2.5 days: 2 dinners, 1 lunch (those not included with conference meal package) (US GSA \$23 breakfast, \$26 lunch, \$38 dinner)		\$ 99.00
<b>Transportation</b> (driving personal vehicle 80 miles RT to ONT @ .70 cents mile - IRS rate)		\$ 56.00
Transportation (airfare ONT to/from SJC (San Jose) - Southwest)		\$ 462.00
Transportation: parking, rental car (3 days) - estimated		\$ 375.00
Director <b>per diem</b> (3 days @ \$296.4 per day)		\$ 1,185.20
Estimated cost per conference attendee (in-person):		<b>\$ 4,023.20</b>

DATE / TIME	EVENT F	DIRECTOR INTEREST	
Thu May 29 10 to 11 am	<b>CSDA Workshop (In-Person): Effective Meeting Management Through Parliamentary Procedure</b> FREE \$0   Location: Mojave Water Agency, Apple Valley (Training sponsored by San Bernardino LAFCO) Presenter: Richards Watson Gershon  A board's objectives can be efficiently and productively accomplished when parliamentary procedures are honored and upheld. Following Robert's Rules of Order and other procedures assures productive debate, efficient meetings, and protected rights. This session will cover the relevant legal frameworks that govern board procedures, ensuring compliance with applicable laws while maintaining order and efficiency.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
<b>Preapproved</b> (Table A, 10)		WILLIAMS	
<b>Workshop registration</b>		\$	-
<b>Meals</b> and incidentals (1 day: 1 lunch, 1 breakfast) (US GSA \$22 breakfast, \$23 lunch, \$36 dinner)		\$	45.00
Transportation: Drive personal vehicle 142 miles RT (IRS mileage rate \$0.70)		\$	99.40
Director <b>per diem</b> (1 days @ \$296.4 per day)		\$	296.40
Estimated cost per conference attendee (in-person):		\$	<b>440.80</b>

DATE / TIME	EVENT G – by request of Director Ramirez	DIRECTOR INTEREST	
Aug 4 to 7 Monday - Thursday	<b>40th Annual Tri-State Seminar</b> <b>South Point Hotel, Las Vegas</b> \$99 per person / Reservation deadline: July 18 Tri-State continues to evolve, change, adapt, and expand while remaining true to our mission of providing quality education and training at an affordable price. We offer diverse technical sessions to our attendees looking for continuing education.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
<b>REQUIRES VOTE</b>		WILLIAMS	
Tri-State Seminar – August 4-7 South Point Hotel & Casino, Las Vegas			
<b>Estimated cost per conference attendee (in-person):</b>			
Conference <b>registration</b> (no melas included)		\$	99.00
<b>Hotel</b> [check in 8/4, check out 8/7 (3 nights @ \$92 +tax and fees) est.]*		\$	474.00
<b>Meals</b> and incidentals. Conference registration does not include any meals. (3.5 days: 3 dinners, 4 lunches, 4 breakfasts (US GSA Las Vegas per diem \$36 per dinner / \$23 lunch / \$22 breakfast)		\$	153.00
<b>Transportation</b> (driving personal vehicle 476 miles RT @ .70 cents mile - IRS rate)		\$	333.20
Director <b>per diem</b> (4 days @ \$296.4 per day)		\$	1,185.60
Estimated cost per conference attendee:		\$	<b>2,244.80</b>

### 3 - ON CALENDAR

*These events will not be reviewed at the meeting  
unless a change in director interest / attendance / RSVP is made known*

DATE / TIME	EVENT H	DIRECTOR INTEREST	
Fri. April 11 7:30 – 9 am	<b>Beaumont Chamber of Commerce Breakfast</b> Speaker: <b>Greg Wallis, Assemblymember 47<sup>th</sup> District</b> Noble Creek Community Center – Copper Room 390 W. Oak Valley Parkway, Beaumont \$25 per person Please advise the Administrative Assistant 8 days in advance if you would like to attend. The breakfasts are the second Friday of each month. Speakers vary, but information is not generally available in a timely manner.	COVINGTON	HOFFMAN YES
<b>APPROVAL</b>		RAMIREZ	SLAWSON YES
<b>Preapproved</b> (Table A, 6)		WILLIAMS YES	

DATE / TIME	EVENT I	DIRECTOR INTEREST	
Mon-Thu April 21-23	<b>CSDA 2025 Special District <u>Leadership Academy</u> Embassy Suites, La Quinta</b> Monday, April 21 – Wednesday, April 23 (Returning attendees) Monday, April 21 – Thursday, April 24 (first time attendees) <i>(will not overlap 4/24 Engineering Workshop)</i> \$825 Early Bird (before Mar. 21)  The Leadership Academy offers curriculum-based training built around the essential partnership between board members and general managers. Designed for both new and seasoned board members, our groundbreaking curriculum equips attendees with the knowledge and skills necessary to lead effectively and uphold vital governance responsibilities. This conference fosters collaborative leadership and sets a strong foundation for achieving shared goals within your special district.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON YES
<b>Preapproved</b> (Table A, 15)		WILLIAMS YES	

Estimated cost per conference attendee (La Quinta Apr 21-24)			
Conference <b>registration</b> with meal package (early bird - prior to 3/21/25)		\$	825.00
<b>Hotel</b> [check in Mon 4/21, check out Thu 4/24 (3 nights @ \$199 +tax and fees) est.]		\$	746.25
<b>Meals</b> and incidentals (3.5 days: 2 dinners, 2 lunches (those not included with conference meal package) (US GSA Palm Springs per diem \$36 per dinner / \$23 lunch / \$22 breakfast)		\$	118.00
<b>Transportation:</b> Mileage to/ from La Quinta ( <b>98.6 miles RT</b> )		\$	69.02
<b>Hotel Parking</b> FREE		\$	-
Director <b>per diem</b> (4 days @ \$296.40 per day)		\$	1,185.60
Estimated cost per conference attendee:		<b>\$</b>	<b>2,943.87</b>

### 4 – MISCELLANEOUS COMMUNITY EVENTS

Listed per request of the Communications Committee  
*May or may not be water-related | None of these events are pre-approved*

a) **Fiesta de Mayo**

Beaumont-Cherry Valley Recreation and Park District  
 Saturday, May 3 – 2 to 10 p.m. | \$5 per person  
 Noble Creek Regional Park

b) **Memorial Day Ceremony:** May 26  
 City of Beaumont – Civic Center Plaza

**5 – At-a-Glance**

Items in **ORANGE** require vote for approval

UPDATED 3/25/2025

DAY	EVENT	Est. Cost	Vote?	COVIN GTON	HOFF MAN	RAM IREZ	SLAW SON	WILL IAMS
10-Apr	WEF Water 101 Workshop	\$ 2,628					MAYBE	MAYBE
<b>11-Apr</b>	<b>WEF Watershed Tour</b>	<b>\$ 500</b>	<b>APR</b>				MAYBE	MAYBE
11-Apr	Beaumont Chamber Breakfast	\$ 25			YES		YES	
21-Apr	CSDA Special District Leadership Academy	\$ 2,943					<b>YES*</b>	YES
1-May	CSDA Workshop - Financial Management	\$ 1,512					NO	
6-May	CSDA Webinar: Beyond Design-Bid-Build	\$ 0						
<b>8-May</b>	<b>BIA Economic Update</b>	<b>\$ 94</b>	<b>APR</b>				YES	YES
9-May	Beaumont Chamber Breakfast	\$ 25						
13-May	CSDA Webinar: Communication Strategies	\$0						
13-May	ACWA Spring Conference Monterey	\$4,023						
29-May	CSDA Workshop Mojave - Meeting Mgmt	\$441						
<b>4-Aug</b>	<b>Tri-State Seminar</b>	<b>\$2,445</b>						

**Fiscal Impact**

The fiscal impact will depend on the number of directors attending an event and the event costs.

<b>Budget Tracking 2025</b>	Training, Education and Travel		FY 2025 Approved Budget: \$55,000
As of this date	Expenditures	Budget Remaining	Percent expended
<b>3/31/2025</b>	<b>\$4,112.96</b>	<b>\$50,887.04</b>	<b>7.48%</b>

*The Fiscal Impact table represents all items received by AP as of Mar. 31, 2025. It does not include all items paid as not all receipts have been turned in.*

**Attachments**

1. Three-month Look-Ahead
  - a. April 2025
  - b. May 2025
  - c. June 2025
2. Building Industry Association Inland Empire Economic Update
3. ACWA Spring Conference
4. Fiesta de Mayo

# April

# 2025

Note: Items in Orange require vote for approval

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<b>30</b>	<b>31</b> 6 p.m. City Council	<b>01</b> 6 p.m. City Council	<b>02</b> 11 a.m. BBWM Committee	<b>03</b> 3 p.m. Finance & Audit Committee	<b>04</b>	<b>05</b>
<b>06</b>	<b>07</b> 1:30 p.m. SGPWA	<b>08</b> CSDA Virtual Workshop - 2 days (9-12) Fulfilling the mission / Communication	<b>09</b> 6 p.m. Board Meeting	<b>10</b> 6 p.m. BCVWD Town Hall WEF Water 101 Workshop	<b>11</b> WEF Watershed Tour 7:30 a.m. Beaumont Chamber Breakfast	<b>12</b>
<b>13</b>	<b>14</b>	<b>15</b> 5:30 p.m. Personnel Committee 6 p.m. City Council	<b>16</b> 4:30 p.m. ad hoc Board Policies Committee	<b>17</b>	<b>18</b>	<b>19</b>
<b>20</b>	<b>21</b> 9 a.m. SGPWA	<b>22</b>	<b>23</b>	<b>24</b> 6 p.m. Engineering Workshop and Public Hearing	<b>25</b>	<b>26</b>
<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>01</b>	<b>02</b>	<b>03</b>
4/21 - 24 Special Districts Leadership Academy (La Quinta)						



# May

# 2025


Note: Items in Orange require vote for approval

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30	01	02	03
	1:30 p.m. SGPWA	10 a.m. CSDA webinar: Beyond Design-Bid-Build 6 p.m. City Council	5 p.m. Collaborative Agencies	3 p.m. Finance & Audit Committee 9-4 CSDA Workshop - Financial Mgmt	7:30 a.m. Beaumont Chamber Breakfast	Fiesta de Mayo
04	05	06	07	08	09	10
		10 a.m. CSDA webinar: Beyond Design-Bid-Build 6 p.m. City Council	5 p.m. Collaborative Agencies	2-4:30 p.m. BIA Inland Empire Economic Update	7:30 a.m. Beaumont Chamber Breakfast	
11	12	13	14	15	16	17
		10 a.m. CSDA webinar: Communication Strategies	6 p.m. Board Meeting			
18	19	20	21	22	23	24
	9 a.m. SGPWA	5:30 p.m. Personnel Committee 6 p.m. City Council	ACWA Spring Conference & Expo - Monterey	6 p.m. Engineering Workshop		
CSDA Special Districts Week - May 18 to 24, 2025						
25	26	27	28	29	30	31
	HOLIDAY - Office Closed		5 p.m. SGP Regional Water Alliance	10 a.m. CSDA Workshop (Apple Valley) Effective Mtg Mgmt/Parliamentary Procedure		
Beaumont Cherry Festival - May 29 - June 1						

# June

# 2025

Note: Items in Orange require vote for approval

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<b>01</b> 	<b>02</b> 1:30 p.m. SGPWA	<b>03</b> 6 p.m. City Council	<b>04</b> 11 a.m. Beaumont Basin Watermaster	<b>05</b> 3 p.m. Finance & Audit Committee	<b>06</b>	<b>07</b>
<b>08</b>	<b>09</b>	<b>10</b>	<b>11</b> 6 p.m. Board Meeting	<b>12</b>	<b>13</b> 7:30 a.m. Beaumont Chamber Breakfast	<b>14</b>
<b>15</b>	<b>16</b> 9 a.m. SGPWA	<b>17</b> 5:30 p.m. Personnel Committee 6 p.m. City Council	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b> 6 p.m. Engineering Workshop	<b>27</b>	<b>28</b>



BIA RIVERSIDE COUNTY & SAN BERNARDINO COUNTY CHAPTERS PRESENT

# IE MID-YEAR ECONOMIC UPDATE 2025



## SCOTT WILD

SENIOR VICE PRESIDENT, CONSULTING  
JOHN BURNS RESEARCH  
& CONSULTING, LLC

MAY 8, 2025  
SKYVIEW EVENT CENTER

5257 Wineville Ave  
Jurupa Valley, CA 91752

### SCHEDULE

REGISTRATION &  
NETWORKING:  
2:00-3:00PM

PROGRAM:  
3:00-4:30PM

### TICKETS

#### EARLY BIRD [ENDS MARCH 28]

BIASC MEMBER: \$84  
NON-MEMBER: \$104

#### REGULAR RATE [AFTER MARCH 28]

BIASC MEMBER: \$94  
NON-MEMBER: \$119

REGISTRATION WILL CLOSE 5/6  
OR WHEN SELL OUT OCCURS

### SPONSORSHIPS

#### \$2500 GOLD

[10] Tickets, Logo on all marketing

#### \$1750 SILVER

[6] Tickets, Logo on all marketing

#### \$950 BRONZE

[2] Tickets, Company Name  
on all marketing

### CANCELLATION POLICY

Deadline to cancel previously made reservations is 5pm, April 24, 2025. Reservations not cancelled by this time are non-refundable and will be billed per association policy. Registrants can make substitutions if they cannot attend. Cancellations will incur a \$15 processing fee. Reservations are required to participate in networking prior to any BIA event. Non-members are limited to two events.

REGISTER: [biasc.org/events](https://biasc.org/events) | CONTACT: Laura Salgado: [lbarber@biasc.org](mailto:lbarber@biasc.org) - (949) 777-3861

# ACWA Conference + EXPO SPRING 2025

MAY 13 – 15

MONTEREY

## PRELIMINARY AGENDA

### **TUES** 5/13/25

8:30 AM – 12:00 PM  
**ACWA JPIA SEMINARS**

9:30 AM – 10:45 AM  
**GROUNDWATER COMMITTEE**

11:00 – 12:15 PM  
**WATER MANAGEMENT COMMITTEE  
ENERGY COMMITTEE**

12:15 PM – 1:30 PM  
**COMMITTEE NETWORKING LUNCH  
HEADWATERS WORKGROUP**

12:30 PM – 1:30 PM  
**OUTREACH TASK FORCE**

1:45 PM – 3:00 PM  
**AGRICULTURE COMMITTEE  
FINANCE COMMITTEE**

**LOCAL GOVERNMENT COMMITTEE  
WATER QUALITY COMMITTEE**

3:15 PM – 4:45 PM  
**COMMUNICATIONS COMMITTEE  
FEDERAL AFFAIRS COMMITTEE  
LEGAL AFFAIRS COMMITTEE  
MEMBERSHIP COMMITTEE**

4:00 PM – 5:00 PM  
**NEW MEMBER MIXER**

5:00 PM – 6:30 PM  
**WELCOME RECEPTION  
IN THE EXHIBIT HALL**

### **WED** 5/14/25

7:30 AM – 8:30 AM  
**CONTINENTAL BREAKFAST  
IN THE EXHIBIT HALL**

8:30 AM – 10:00 AM  
**WELCOME KEYNOTE AT MAIN STAGE**

10:30 AM – 11:45 AM  
**PROGRAM SESSIONS** 

12:00 PM – 1:30 PM  
**CONNECT IN THE EXHIBIT HALL  
NETWORKING LUNCHEON**

12:30 PM – 1:00 PM  
**ACWA THEATRE AT MAIN STAGE**

1:30 PM – 2:00 PM  
**SOLUTION SPOTLIGHTS**  
(Member Case Study, Associate Service, Demo)

1:30 PM – 2:15 PM  
**WATER TALK AT MAIN STAGE**

2:30 PM – 3:30 PM  
**PROGRAM SESSIONS** 

3:00 PM – 3:30 PM  
**ACWA THEATRE AT MAIN STAGE**

3:45 PM – 5:00 PM  
**REGION 1-10 MEMBERSHIP MEETINGS**

5:00 PM – 6:00 PM  
**ACWA RECEPTION IN THE EXHIBIT HALL**

### **THUR** 5/15/25

7:00 AM – 8:00 AM  
**WELLNESS ACTIVITY**

7:30 AM – 8:30 AM  
**NETWORKING BREAKFAST**

7:30 AM – 10:30 AM  
**CONNECT IN THE EXHIBIT HALL**

8:30 AM – 9:00 AM  
**ACWA THEATRE AT MAIN STAGE**

9:00 AM – 10:15 AM  
**PROGRAM SESSIONS** 

10:30 AM – 11:45 AM  
**KEYNOTE, AWARDS & CLOSING  
AT MAIN STAGE**

12:00 PM – 1:30 PM  
**LUNCH & LEARN SESSIONS** 

 *May qualify for continuing education credit*

*Last Updated: 2/11/25*

*All conference programs are subject to change without notice.*

Beaumont - Cherry Valley Recreation & Park District  
Presents our Annual



# FIESTA de Mayo

**Saturday  
May 3, 2025  
2 -10 p.m.**

**Noble Creek  
Regional Park  
650 W Oak Valley  
Pkwy, Beaumont, CA**

**\$5 entry per person**  
Kids under 12: FREE

**Loteria Games  
Authentic Mexican Food & Drinks  
Mercado Shopping Booths  
Music & Entertainment  
Dog Costume Contests**



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**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
April 9, 2025**

**Item 12b**

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT: Reports from BCVWD Standing Committees:**  
i. **Finance & Audit Committee**  
ii. **Personnel Committee**

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**Staff Recommendation**

None. Information only

**Executive Summary**

BCVWD's two Standing Committees meet monthly. Complete approved minutes of the meetings are available on the District's website.

The summaries below were generated by artificial intelligence.

**Finance & Audit Committee – March 6, 2025**

*Chairperson David Hoffman*

Staff presented routine financial reports. Discussion centered on shifting \$9 million into CalTRUST's short-term investment option to capture better interest rates for funds earmarked for near-term capital improvement projects. This was considered a fiscally prudent move due to higher short-term yields and the flexibility of near-immediate liquidity. The Committee discussed investment fees and net returns in detail, clarifying how fees are embedded in reported yields.

The Committee also reviewed and recommended approval of approximately \$198,200 in unspent Fiscal Year 2024 operating budget funds to be carried over into FY 2025. The carryover includes funding for professional services contracts related to the ongoing capacity charges study with Raffelis, water rate education services from CV Strategies, and other maintenance and outreach needs. These are tied to contracts that are still active or projects nearing completion in the first quarter of 2025.

A segment of the meeting was devoted to the quarterly analysis of electricity costs for groundwater pumping. Staff and Committee members compared annual trends across several wells and years, noting cost fluctuations due to changes in production volume and climatic conditions. A general observation was that wetter years, like 2023 and early 2024, lead to lower per-acre-foot energy costs, particularly at Edgar Canyon wells, whereas drier years like 2021 and 2022 incurred higher energy expenses.

Lastly, staff gave a brief status update on the capacity charges study, which remains partially on hold pending resolution of some final elements related to regional infrastructure investments like the Sites Reservoir. Although not discussed in detail, it was noted that the budget-based water rate study is proceeding in phases and remains a priority for completion in 2025.



## **Personnel Committee – March 18, 2025**

At the March 18, 2025 meeting of the Beaumont-Cherry Valley Water District Personnel Committee, Directors John Covington and Lona Williams reviewed several significant items, with a focus on cybersecurity policy updates. The meeting began with acceptance of the January and February meeting minutes. No public comments were received.

The Committee reviewed three proposed new IT policies—Policy 7001 (Acceptable Use), Policy 7002 (Bring Your Own Device), and Policy 7005 (Internet Use and Personal Social Media Ethics). Human Resources Manager Ren Berioso presented the drafts, which were developed in collaboration with the Information Technology Department and legal counsel. Policy 7001 and Policy 7002 were recommended for forwarding to the Board of Directors. These policies were developed to align with the National Institute of Standards and Technology (NIST) standards and to ensure compliance with the California Public Records Act. Human Resources Manager Ren Berioso emphasized that these updates were essential to safeguarding District systems, managing employee conduct online, and limiting legal exposure. Each policy was discussed in detail, including provisions on monitoring, enforcement, and employee expectations.

Policy 7005, which sought to define appropriate internet use and personal social media ethics, prompted deeper discussion. Director Covington raised constitutional concerns regarding First Amendment protections, especially related to employee speech outside of work. He emphasized that public employees do not forfeit their right to express personal opinions on matters of public concern and cautioned against overly restrictive or punitive language. Director Williams echoed the need for balance between safeguarding the District's reputation and avoiding encroachment on employee rights. General Manager Dan Jagers suggested the policy be revisited with further input from legal counsel to ensure the final draft respected both legal obligations and constitutional protections. As a result, the Committee agreed to table Policy 7005 and its companion amendment to Policy 5100 (Press Relations and Social Media) for further review. In connection with Policy 7005, the Committee also recommended amendments to existing Policy 5100 (Press Relations and Social Media) to remove outdated provisions that are now addressed more comprehensively in the new IT-focused policies. These updates aim to streamline governance and reduce overlap while preserving employee First Amendment rights and maintaining professional standards in all public communications.

Human Resources also reported a staff count of 47 as of February 2025, with no new hires during the month and two separations. One notable employee anniversary was acknowledged: James Bean, with 26 years of service in Operations. Recent HR communications to staff included notices about an active shooter training, a travel benefit program, and an employee appreciation event.

The meeting concluded with a review of the Policy Tracking Matrix, which showed 100% completion of Human Resources policies. The Committee approved the April review of three additional IT policies (Cloud Computing, Remote Access, and Wireless Network Security) and adjourned with no additional action items.

Staff Report prepared by Lynda Kerney, Executive Assistant and Chat GPT



**Beaumont-Cherry Valley Water District**

560 Magnolia Avenue · Beaumont, CA 92223 · (951) 845-9581 · [www.bcvwd.gov](http://www.bcvwd.gov)

**PUBLIC NOTICE**

**TOWN HALL MEETING**

***The Public is Invited to an Informational  
Presentation and Q&A***

**PROPOSED INCREASE IN  
WATER, FIRE and NON-POTABLE (RECYCLED)  
WATER RATES AND SERVICE CHARGES**

**Thursday, April 10, 2025 at 6:00 p.m.**

Beaumont-Cherry Valley Water District  
560 Magnolia Avenue, Beaumont, CA 92223

A copy of the proposed rates is available at the  
BCVWD office listed above and on the District's  
website: <https://bcvwd.gov/water-rate-study>

Notice is hereby given that the Board of Directors of the Beaumont-Cherry Valley Water District has been invited and some or all may attend and participate in the meeting as listed above. Because a quorum of the Board of Directors may be in attendance this meeting, this notice is being posted to meet the requirements of the Brown Act.

This is an informational meeting for the public, during which there will be no deliberation, nor will there be any formal action taken by the Board of Directors of the Beaumont-Cherry Valley Water District. While there may be incidental discussion of District business, the Board of Directors will not be deliberating as a governing body of the Beaumont-Cherry Valley Water District. Any discussion of public business is purely incidental to the Town Hall discussions.

CONTACT: William Clayton (951) 845-9581 [info@bcvwd.gov](mailto:info@bcvwd.gov)