Borrego Water District Board of Directors Special Meeting April 13, 2021 @ 9:00 a.m. 806 Palm Canyon Drive Borrego Springs, CA 92004

BWD Special Board Meeting April 13, 2021

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I. OPENING PROCEDURES

- A. Call to Order:
- B. Pledge of Allegiance
- C. Approval of Agenda
- **D.** Approval of Minutes None
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- F. Comments from Directors
- G. Correspondence Received from the Public

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

- A. Contract for Advocacy Services w/ Best, Best and Krieger G Poole (3-5)
- B. Acceptance of Bid and Partial Notice of Award for Wastewater Treatment Plant Renovation Project – D Dale (6-94)
- C. Well 5-X Engineering Contract Amendments and Project Update Dudek Engineering/G Poole (95-119)
- D. Schedule for Restoration of Late Fee Assessments G Poole (120)
- E. Decision on Continuation of Air Quality monitoring support Jul Dec 2021 calendar year work by UCI G Poole (121)
- F. Borrego Spring Basin Interim Watermaster (122)
 - 1. Update on Activities Duncan/Dice
 - 2. Explanation of Basin Change in Storage: 2nd Annual Report T Driscoll, Dudek Engineering

AGENDA: April 13, 2021

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

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

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

III. STAFF REPORTS - VERBAL (123)

- A. Water Sales and Revenues Update: J. Clabaugh
- B. 2021-22 Budget Development Schedule J Clabaugh
- C. Schedule for New Development Rate/Charges- G Poole
- D. Initial Thoughts on BWD Front Office Re-Opening D Del Bono
- E. Solarization of BWD Wells G Poole
- F. BWD letter to County PDS G Poole
- G. Borrego Valley Stewardship Council MOU amendments G Poole/K Dice
- H. Update on Stipulation Ruling and Next Steps S Anderson

IV. CLOSED SESSION:

- A. Conference with Legal Counsel Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9: (Two (2) potential cases)
- B. Conference with Legal Counsel Existing Litigation (BWD v. All Persons Who Claim a Right to Extract Groundwater, et al. (San Diego Superior Court case no. 37-2020-00005776)
- v. CLOSING PROCEDURE: The next Board Meeting is scheduled for April 27, 2021 at 9 AM @ Borrego Water District, 806 Palm Canyon Drive, Borrego Springs, CA 92004 ELECTONICALLY



AGENDA: April 13, 2021

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BORREGO WATER DISTRICT BOARD OF DIRECTORS MEETING APRIL 13, 2021 AGENDA ITEM II.A

April 6, 2021

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Contract of Advocacy Services – Best, Best and Krieger/G Poole

RECOMMENDED ACTION:

Approve Contract with BBK for Advocacy services

ITEM EXPLANATION:

Grant and low interest loan acquisition is vital to maintaining affordable BWD rates. BWD has recent success with a grant for wastewater treatment plant renovation and is also near the end of the process to receive a Grant to replace 4 existing water tanks.

For over one year, Staff has had its feelers out looking for help with locating and acquiring the next round of Grant/Low Interest Loan Opportunities. The opportunities available and outlook for the future was unknown during this time, and now the tide seems to be turning. Opportunities for potential grant and low interest loan may be appearing very soon.

BWD Legal Counsel, Best/Best and Krieger, operate advocacy services offices in both Sacramento and DC. I approached them and both Syrus Deevers (Sac) and John Freshman (DC), both felt BWD could benefit from their services. Furthermore, the time is right to mount a campaign.

BBK understands BWDs financial situation and is offering full advocacy services, as defined in the attached Contract, at a significantly discounted rate of \$5,000/mo. The Grants Committee (Kathy/Dianne) has met with Syrus/John and recommend approval of the Contract.

The Sacramento and DC teams will be present at the meeting to provide bio, verbal description of their services and Q/A.

NEXT STEPS:

1. Execute Contract and begin

FISCAL IMPACT:

1. \$60,000/yr

ATTACHMENTS:

1. Draft Contract

Indian Wells (760) 568-2611 Irvine (949) 263-2600 Los Angeles

(213) 617-8100

Manhattan Beach (310) 643-8448 Ontario (909) 989-8584

BEST BEST & KRIEGER § ATTORNEYS AT LAW

1800 K Street NW, Suite 725, Washington, D.C. 20006 Phone: (202) 785-0600 | Fax: (202) 785-1234 | www.bbklaw.com

Riverside (951) 686-1450 Sacramento (916) 325-4000 San Diego (619) 525-1300 Walnut Creek (925) 977-3300 Washington, DC (202) 785-0600

John Freshman

(202) 370-5301 john.freshman@bbklaw.com

April 5, 2021

Geoff Poole General Manager Borrego Water District 806 Palm Canyon Drive Borrego Springs, CA 92004

> Contract for Providing Federal & State Legislative Support for the Re:

Borrego Water District's Projects

Dear Geoff:

I have enjoyed and appreciated our recent conversations. The Best Best & Krieger LLP (BB&K) Government Relations Team very much look forward to working with you and your board to help solve your difficult, but not insurmountable water problems. This letter reflects our conversations and will serve as our contract from April 1, 2021 through March 31, 2022 between BB&K and the Borrego Water District (District). The BB&K team for Borrego Water District will consist of myself, Lowry Crook, Syrus Devers, and Ana Schwab. The BB&K team is composed of professionals to best accomplish the goals and priorities of the District on both the Federal and State levels.

We will implement the following advocacy steps:

- Meet the Senator Feinstein, Senator Padilla, and Congressman Issa on Community Project Funding and apply for requests if appropriate;
- Canvas the various Federal agencies for applicable grants and low-interest loan programs that would best fit the District's needs and priorities. The agencies to review includes but is not limited to: Department of Agriculture, Environmental Protection Agency, Army Corps of Engineers, Department of the Interior, and others) searching for applicable grants and low-interest loan programs that fit the District's needs to further identify appropriate, applicable, and possible sources of funds;
- Meet with key Committee staffs in the U.S. House and Senate;
- Identify and meet with state agencies as appropriate;
- Provide regular reports back to the District as appropriate to prioritize BB&K's efforts on behalf of the District;



Geoff Poole April 5, 2021 Page 2

- Develop a strategy for each individual project need, while focusing on size, time, and priorities;
- Arrange for the District's decision-makers to come to Washington, D.C., as soon as conditions permit, (or do so virtually) to share the needs and priorities of the District;
- Continue to update our legislative strategy according to the changing landscape in the Federal and State governments of interest

We will do this work for a monthly retainer of \$5,000, which will include all activities except requested travel. We try to group our California trips among several clients at a time in order to offset travel expenses. We understand and respect the District's need to keep costs reasonable.

We very much look forward to working with you to achieving lasting results and a long-term relationship.

Sincerely,

John Freshman

for BEST BEST & KRIEGER LLP

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BORREGO WATER DISTRICT BOARD OF DIRECTORS MEETING APRIL 13, 2021 AGENDA ITEM II.B

April 13, 2021

TO: Board of Directors

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

SUBJECT: Approval to Award the Project for the Wastewater Treatment Plant Rehabilitation

Project and Partial Notice to Proceed

RECOMMENDED ACTION:

Approve and award the project to the lowest responsive bidder for the Wastewater Treatment Plant Rehabilitation Project. Authorize the General Manager to send out a Partial Notice of Award (NOA) sign an agreement with Metro Builders and Engineers Group, Ltd. for equipment purchase only to said Contractor in the amount of approximately \$220,000.

ITEM EXPLANATION:

The District received a forgivable loan/grant in the amount of \$478,000.00 for the Waste Water Treatment Plant Rehabilitation Project. From the full grant of \$478,000.00, there was included \$49,100.00 for allowances related to soft costs (Engineering, Construction Management, Geotechnical Testing, Labor Compliance, etc.).

Bids were opened on March 19, 2021 at 2:00 p.m. at the District office. The following bids were received:

1.	Brax Co.	\$916,305. <mark>85</mark>
2.	Abhe and Svoboda	\$713,470.00
3.	Pacific Hydrotech Corp.	\$797,600.00
4.	Metro Builders and Engineers Group, Ltd.	\$663 <mark>,1</mark> 02.00
5.	Cora Constructors	\$772,000.00

Metro Builders and Engineers Group, Ltd. is the apparent lowest responsive bidder, with a proposed cost at \$663,102.00. The Engineer's Estimate is \$450,000.00. Discussions with the State funding agency suggest that additional funding is available to cover the increased costs for the project. A Final Budget Approval form has been filled out and will be submitted to the State for review. The new forgivable loan/grant will now be \$788,912.00, which includes \$663,102 in construction costs, \$66,310 for contingencies (changes in the project during construction, or change orders), \$29,500.00 in design costs to be reimbursed to the District (already paid from District funds), \$20,000 in construction management and \$10,000 for District administration costs.

District staff received guidance from experts at the State agency indicating that the lowest responsive bidder did provide the appropriate Good Faith Effort (GFE) for the Disadvantaged Business Enterprise (DBE) as required by the grant agreement. Therefore, Staff recommends the Board award the project to Metro Builders and Engineers Group, Ltd.

Although the State funding agency has indicated that additional funds are likely to be available, it is not guaranteed. Therefore, staff is recommending that the District issue a *partial* Notice to Proceed to procure the equipment. Costs are going up and the equipment has a long lead time to procure - approximately 4-5 months according to reports. If the equipment is ordered now, the District will save on possible increased costs and have the equipment ready to go in August or September for the full Notice to Proceed.

The District does have the reserve funds now to cover the equipment costs until reimbursed by the grant funds.

NEXT STEPS

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

FISCAL IMPACT

The District received a forgivable loan (grant) in the amount of \$478,000 for this project which includes construction costs and soft costs. District staff submitted a Final Budget Approval Form to increase the project funding to \$788,912. The State funding agency will review and potentially approve in July or August this year. Because equipment prices are rising, it is important to approve the Notice of Award and partial notice to proceed now. The bids have a shelf life of 60 days from the bid opening date and must be awarded within that timeframe. Alternatively, the Contractor could agree to hold his bid price until the full funding is available. If the project must be re-bid, it is anticipated that the bid prices will increase. If the State funding agency does not approve the additional funding, there is enough approved funding in the project to procure and install the equipment; some items would need to be removed in the project to stay within the approved funding or the District would need to cover the additional expenses with sewer reserve funds.

ATTACHMENTS

1. Metro Builders and Engineers Group, Ltd. Bid

4. BID FORM

Project Identification: Borrego Water District - Wastewater Treatment Plant Rehabilitation Project

Contract Identification and Number: 1246.001E

TABLE OF ARTICLES	Page
Article 1 - Bid Recipient	00410-1
Article 2 - Bidder's Acknowledgments	00410-1
Article 3 - Bidder's Representations	00410-1
Article 4 - Further Representations	00410-2
Article 5 - Basis of Bid	00410-3
Article 6 - Time of Completion	00410-5
Article 7 - Attachments to Bid	00410-5
Article 8 - Defined Terms	00410-5
Article 9 - Bid Submittal	00410-6

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To: Borrego Water District, 806 Palm Canyon Drive, Borrego Springs, California 92004
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 The Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid Security. The Bid will remain subject to acceptance for sixty (60) days after the Bid Opening, or for such longer period of time that the Bidder may agree to in writing upon a request from the Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, the Bidder represents that:
 - A. The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	01/27/2021
2	02/05/2021
3	02/11/2021
4	03/15/2021
5	03/16/2021

Bid For	rm	
00410 -	-1	

- B. The Bidder has visited the Site and become familiar with and is satisfied as to the General, Local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by the Bidder, and safety precautions and programs incident thereto.
- E. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. The Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. The Bidder has given the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Owner is acceptable to the Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. The Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

- 4.01 The Bidder further represents that:
 - A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
 - B. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid:
 - C. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - D. The Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

Bid	Fo	r	m
004	10	_	2

BORREGO WATER DISTRICT WASTEWATER TREATEMENT PLANT REHABILITATION PROJECT

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

	Many Description		В ресе (с).
No.	Item Description	Units of	
		Measure	Unit Cost
1	Mobilization, Submittals, Project Meetings,	Lump Sum	
	Protection of Existing Facilities, Temporary Facilities,		
	Safety Requirements, Insurance, Payment Bond,		
	Performance Bond, Taxes, O & M Manuals, Facilities		
	Startup, As-Builts, Project Closeout, Demobilization		Total Sum of
	and Similar Expenses.		\$ 76,700
2	The Rehabilitation of Secondary Clarifier No. 1, in its		
	entirety in strict conformance with the Plan Sheets,		Total Sum of
	Special Conditions, Technical Specifications and any		\$ 128,962
	addenda(um).		(Items 2a through 2e)
2.a	Removal of existing coating and recoating of the interior	Lump Sum	
	steel components (or replacement of components per		
	Addendum 3) per the Plan Sheets, Special Conditions,		
	Technical Specifications and any addenda(um).		\$ 53,100
2.b	Remove and replace the squeegees and hardware	Lump Sum	
	connected to the raker arms per the Plan Sheets, Special		
	Conditions, Technical Specifications and any		
	addenda(um).		\$ 26,786
2 c	Repair the grout at the bottom of the clarifier to the	Lump Sum	Y
2.0	concrete bottom per the Plan Sheets, Special Conditions,	Lump Sum	
	Technical Specifications and any addenda(um).		\$ 14,927
2 4	Replace a 6-inch depth of gravel around the Secondary	Luman Cuma	3
2.0	,	Lump Sum	
	Clarifier No. 1 exterior concrete wall per the Plan Sheets,		
	Special Conditions, Technical Specifications and any		5 7,599
	addenda(um).		\$ 4,599
2.e	Install new P.C.C. wall around the existing Secondary	Lump Sum	
	Clarifier No. 1 exterior wall per the Plan Sheets, Special		
	Conditions, Technical Specifications and any		26,550
	addenda(um).		\$ 26,550
3	The Rehabilitation of Secondary Clarifier No. 2, in its	Lump Sum	
	entirety in strict conformance with the Plan Sheets,		Total Sum of
	Special Conditions, Technical Specifications and any		\$ 103,843
	addenda(um).		(Items 3a through 3d)
3.a	Removal of existing coating and recoating of the interior	Lump Sum	
	steel components (or replacement of components per		
	Addendum 3) per the Plan Sheets, Special Conditions,		
	Technical Specifications and any addenda(um).		\$ 53,100
3.b	Remove and replace the squeegees and hardware	Lump Sum	
	connected to the raker arms per the Plan Sheets, Special		
	Conditions, Technical Specifications and any		100000000000000000000000000000000000000
	addenda(um).		s 281358
3.c	Repair the grout at the bottom of the clarifier to the	Lump Sum	
3.0	concrete bottom per the Plan Sheets, Special Conditions,		
	Technical Specifications and any addenda(um).		5 14,927
۱۰ د	Repair the gear box oil leak per the Plan Sheets, Special	Lump Sum	
5.0	Conditions, Technical Specifications and any	Lump Sum	
	- · · · · · · · · · · · · · · · · · · ·		5 7 458
	addenda(um).	<u> </u>	7

BORREGO WATER DISTRICT WASTEWATER TREATEMENT PLANT REHABILITATION PROJECT

4	The Dehabilitation of the Headmanks Estility in the	Luman Com	
4	The Rehabilitation of the Headworks Facility, in its	Lump Sum	Total Sum of
	entirety in strict conformance with the Plan Sheets,		\$ 316,898
	Special Conditions, Technical Specifications and any		
	addenda(um).		(Items 4a through 4g)
4.a	Replace the screw classifier unit and any necessary	Lump Sum	
	appurtenant items per the Plan Sheets, Special Conditions,		
	Technical Specifications and any addenda(um).		
			\$ 109,843
4.b	Replace the air blower system and piping for the	Lump Sum	
	Headworks Facility per the Plan Sheets, Special		
	Conditions, Technical Specifications and any		
	addenda(um).		\$ 53,982
4.c	Replace process piping, fitting and valves for the	Lump Sum	
""	headworks facility and sludge holding tank improvements	Edinp Sain	
	per the Plan Sheets, Special Conditions, Technical		
	Specifications and any addenda(um).		\$ 67,569
1 d	Inspect the electrical circuitry extending from the existing	Lump Sum	<u> </u>
4.4	electrical panel to the screw classifier unit and air	cump sum	
	•		
	compressor unit and replace any faulty wiring per the Plan		
	Sheets, Special Conditions, Technical Specifications and		
	any addenda(um). Since this item is based on unknown		
	conditions in the field, this will be based on an allowance		
	of \$15,000.00. If the actual costs are more, a change order		
	will be issued. If the costs are less, a deductive change		
	order will be issued based on the actual costs.		
			\$15,000.00
4.e	Repair the damaged areas of the headworks facility	Lump Sum	
	exterior concrete wall damaged areas per the Plan Sheets,		
	Special Conditions, Technical Specifications and any		
	addenda(um).		\$ 161520
4.f	Replace a 6-inch depth of gravel around the Headworks	Lump Sum	
	Facility exterior concrete wall per the Plan Sheets, Special	,	
	Conditions, Technical Specifications and any		1.00
	addenda(um).		\$ 8,402
4.g	Install new solids container, P.C.C. solids containment	Lump Sum	
ľ	structure and drain piping per the Plan Sheets, Special	'	
	Conditions, Technical Specifications and any		
	addenda(um).		\$ 45,582
5	Rehabilitate the Effluent Weir which controls the	Lump Sum	
	Oxidation Ditch mix liquor liquid level per the Plan		
	Sheets, Special Conditions, Technical Specifications		Total Sum of
	and any addenda(um).		\$ 27,140
6	Installation of Process Piping for the Sludge Tank	Lump Sum	
	Station per the Plan Sheets, Special Conditions,	• • • •	Total Sum of
	Technical Specifications and any addenda(um).		\$ 9,558
	La veniment openimentous and any addendatum).		

TOTAL BID (Items 1 through 6) in Figures \$ 663,102

One Hundred Two Dollars & Zero Cents.

A. Unit Prices, if any, have been computed in accordance with Paragraph 13.03.A of the General Conditions.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 The Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO BID

- 7.01 The following documents are attached to and made a condition of the Bid:
 - A. Non-Collusion Affidavit (Section 420);
 - B. Required Bid Security of ten percent (10%) in the form of a Bid Bond (Section 430) or Certified Check (circle type of security provided);
 - C. If Bid amount exceeds \$10,000, signed Compliance Statement/Certifications of Nonsegregated Facilities (Section 440). Refer to specific equal opportunity requirements set forth in paragraph 19.10 of the Supplementary Conditions;
 - D. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tiered Covered Transactions (Section 450);
 - E. If Bid amount exceeds \$100,000, signed Certification for Contracts, Grant, and Loans (Section 460). Refer to paragraph 19.11 of the Supplementary Conditions;
 - F. Contractor's Certification Regarding Worker's Compensation Insurance (Section 470); and
 - G. A Tabulation of Subcontractors with Names and Addresses and percent of Total Contract (Section 480);
 - H. Required Bidder Qualifications Statement with supporting data (Section 490);
 - I. Required Subcontractor Qualifications Statement with supporting data (Section 495);
 - J. Tabulation of Major Material Suppliers (Section 500); and
 - K. Disadvantage Business Enterprise Program (Section 630).

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Bid Form 00410 - 5

ARTICLE 9 - BID SUBMITTAL 9.01 This Bid submitted by: If Bidder is: **An Individual** Name (typed or printed): N/A SEAL. if required By: by State (Individual's signature) Doing business as: A Partnership Partnership Name: N/A SEAL, if required by State (Signature of general partner -- attach evidence of authority to sign) Name (typed or printed): **A** Corporation Corporation Name: Houalla Enterprises Ltd. dba. Metro Builders & Engineers Group, Ltd. State of Incorporation: California Type (General Business, Profession Service, Limited Liability): General Contractor (Signature -- attach evidence of authority to sign) Name (typed or printed): Fouad Houalla CORPORATE Title: President SEAL, Attest Foaud Houalla; Secretary if required by State (Signature of Corporate Secretary) Date of Qualification to do business in _____ California is 03/22/1988 **Bid Form** 00410 - 6

First Joint Venture Name:	_ SEAL,
By: (Signature of joint venture partner attach evidence of authority to sign)	if required by State
Name (typed or printed):	
Title:	
Second Joint Venture Name:	SEAL, if required
By: (Signature of joint venture partner attach evidence of authority to sign)	by State
Name (typed or printed):	
Title:	
Each joint venturer must sign. The manner of signing for each individual, partnership, are party to the venture should be in the manner indicated above.)	nd corporation th
Bidder's Business Address:	
2610 Avon St., Newport Beach, CA 92663	
Business Phone No. (949) 515-4350	
Business Fax No. (949) 500-4351	
Business E-Mail Address estimating@metrobuilders.com	
	and the second s
State Contractor License No. <u>597589</u> .	
Employer's Tax ID No. <u>33-0284748</u>	
Phone and Fax Numbers, and Address for receipt of official communications, if different information:	from Business C
Same as above	
Bid submitted on March 19th , 2018. 2021	7

5. NON COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

State of California
County of Orange
Fouad Houalla , being first duly sworn, deposes and says that he or she is
President of Metro Builders & Engineers Group, Ltd., the party making the
foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder
has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a
sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other
bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any
advantage against the public body awarding the contract of anyone interested in the proposed contract; that all
statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted his or
her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or
paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or
to any member or agent thereof to effectuate a collusive or sham bid.
By: Fouad Houalla
Subscribed and sworn to before me on 03/19/2021
(Date) (Notary Public)
SHELLY JEAN IRVINE Notary Public - California Orange County Commission # 2195265 My Comm. Expires May 1, 2021

6. BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

7 my singular reference to bridger, Surery, Owner, or other	party shan be considered plural where applicable.
BIDDER (Name and Address): Houalla Enterprises, Ltd. DBA Metro Builders & Engineer C 2610 Avon Street, Suite A, Newport Beach, CA 92663	Group, Ltd.
SURETY (Name and Address of Principal Place of Business)):
SureTec Insurance Company 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042	
OWNER (Name and Address): Borrego Water District 806 Palm Canyon Drive Borrego Springs, California 92004	
BID Bid Due Date: 03 19 2021 Project: Borrego Water District – Wastewater Treatment BOND Bond Number: N/A	Plant Rehabilitation Project
Date (Not later than Bid due date): March 10, 2021	
Penal sum Ten Percent of the Total Amount Bid (Words)	10% (Figures)
Surety and Bidder, intending to be legally bound hereby, subjeach cause this Bid Bond to be duly executed on its behalf by	ect to the terms printed on the reverse side hereof, do its authorized officer, agent, or representative.
BIDDER Houalla Enterprises, Ltd. DBA Metro Builders & Engineer Group, Ltd. Bidder's Name and Corporate Seal (Seal)	SURETY SureTec Insurance Company Surety's Name and Corporate Seal
By: Signature and Title Fouad Houalla, President	By: Signature and Title Lisa Cruz, Attorney-in-Fa (Attach Power of Attorney)
Attest: Signature and Title	Attest: Signature and Title
Note: Above addresses are to be used for giving required not	ice.
Bid Bon	d

00430 - 1

- 1. The Bidder and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of the Surety's liability.
- Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1 The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by the Owner, or
 - 3.3 The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by the Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by the Bidder and within thirty (30) calendar days after receipt by the Bidder and the Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. The Surety waives notice of any and all defenses based upon or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed one hundred and twenty (120) days from Bid due date without the Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by the Bidder and the Surety and in no case later than one (1) year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of California.
- 8. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bid	Bo	Œ	ıd
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JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jeffrey W. Cavignac, James P. Schabarum II, Jase Hamilton, Brittany Aceves, Lisa Cruz

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Million and 00/100 Dollars (\$20,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 22nd day of May

SureTec Insurance Company

Commonwealth of Virginia County of Henrico SS:

Markel Insurance Company

Robin Russo, Senior Vice President

On this 22nd day of May . 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

A DONA Seahar the Chienty of Henrico, the day and year first above written. IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my office a

IN TESTIMONY WHEREOF, I have hereunto set my hand, and attixed myschrolar partition, the day and year his above the day and year foregoing is a full, true and correct copy is still in full force and effect and has not been revoked

March

2021

Markel Insurance Company

Richard R. Grinnan, Vice President and Secretary

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

2015 Version www.NotaryClasses.com 800-873-9865

State of California	}			
County of San Diego	. }			
OnMAR 1 0 2021 before me, _	Shannen Sigman, Notary Public (Here insert name and title of the officer)			
personally appeared Lisa Cruz				
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(is) are subscribed to the within instrument and acknowledged to me that he/she) they executed the same in his/he) their authorized capacity(ies), and that by his/he) their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
I certify under PENALTY OF PERJURY the foregoing paragraph is true and co	Y under the laws of the State of California that rrect.			
WITNESS my hand and official seal.	SHANNEN SIGMAN COMM. #2281292 Notary Public - California San Diego County My Comm. Expires Mar. 16, 2023			
Notary Public Signature (N	lotary Public Seal)			
•	INSTRUCTIONS FOR COMPLETING THIS FORM			
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.			
(Title or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.			
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 			
Number of Pages Document Date	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of 			
CAPACITY CLAIMED BY THE SIGNER	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.			
☐ Individual (s)☐ Corporate Officer	he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible.			
(Title)	Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.			
☐ Partner(s)	Signature of the notary public must match the signature on file with the office of			
☐ Attorney-in-Fact	the county clerk. Additional information is not required but could help to ensure this			
☐ Trustee(s) ☐ Other	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.			
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).			

· Securely attach this document to the signed document with a staple.

\\\\C\\C\\C\\C\\C\\C\\C\\C\\C\\C\\C\\C\	\$
A notary public or other officer completing this certific document to which this certificate is attached, and not t	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California)	
County of Orange)	
On 03/10/2021 before me,	Shelly Tena Tayone
Date	Here Insert Name and Title of the Officer
	round Hougha
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is are reledged to me that he he/she/they executed the same in her/their signature(s) on the instrument the person(s), cted, executed the instrument.
,	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SHELLY JEAN IRVINE	WITNESS my hand and official seal.
Notary Public - California Orange County Commission # 2195265 My Comm. Expires May 1, 2021	Signature Signature
Place Notary Seal Above	Signature of Notary Public
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	s information can deter alteration of the document or s form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Number of December 1
Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Corporate Officer — Title(s):	Signer's Name:
□ Partner - □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Signer Is Representing:	☐ Other:Signer Is Representing:

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7. COMPLIANCE STATEMENT

This statement relates to a proposed contract with	Borrego Water District	
	(Name of borrower or grantee)	

Who expects to finance the contract with assistance from the Clean Water State Revolving Fund (CWSRF), and Federally Funded Resources (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the Undersigned Bidder or Prospective Contractor. I represent that:

- 1. I [X] have, [] have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
- 2. If I have participated in such a contract or subcontract, I [X] have, [] have not, filed all Compliance Reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

- 3. I [X] have, [] have not, previously had contracts subject to the written Affirmative Action Program Requirements of the Secretary of Labor.
- 4. If I have participated in such a contract or subcontract, I [X] have, [] have not, developed and placed on file at each establishment Affirmative Action Programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required by me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the DWSRF, or Federally Funded Resources, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity Clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

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

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

Date: 03/19/2021	Fouad Houalla
	(Signature of Bidder or Prospective Contractor)
2610 Avon St., Newport Beach, CA 92663	/
Address (including Zip Code)	-611

8. CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <u>Federal Register</u> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Metro Builders & Engineers Group, Ltd.	Wastewater Treatment Plant Rehabilitation
Organization Name	PR/Award Number or Project Name
Fouad Houalla, President	
Name(s) and Title(s) of Authorized Representative(s)	
	03/19/2021
Signature(s)	Date
/	

INSTRUCTIONS FOR CERTIFICATION

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

9. CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

Fouad Houalla	03/19/2021	
(Name)	(Date)	
/		
President		
(Title)		

10. CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION INSURANCE

State of California
County of Orange
I am aware of the requirements that every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that applicable codes, and I will comply with such provisions before commending the performance of the work of this Contract.
Metro Builders & Engineers Group, Ltd. (Name of Contractor) By: Fouad Houalia
(Signature of Contractor)
Date: 03/19/2021
Contractor's Certification Regarding Worker's Compensation Insurance 00470-1

11. TABULATION OF SUBCONTRACTORS

No.	Subcontractor	Work To Be Performed	Percent Of Total Contract
	Name: MA.		
	Address:		and a substance of the substance
1.	Department of Industrial Relations (DIR) Registration Number:		
	Name:		
	Address:		
2.	Department of Industrial Relations (DIR) Registration Number:		
	Name:		
	Address:		
3.	Department of Industrial Relations (DIR) Registration Number:		
	Name:		
	Address:		
4.	Department of Industrial Relations (DIR) Registration Number:		
	Name:		
	Address:		
5.	Department of Industrial Relations (DIR) Registration Number:		
	Name:		
	Address:		
6.	Department of Industrial Relations (DIR) Registration Number:		

Tabulation of Subcontractors		
00480-1		

	Name:		
7.	Address:		
	7 RUGI 655		
	Department of Industrial Relations (DIR) Registration Number:		
	Registration Number:		
	Name:		
	Address:		
8.			
0.	Department of Industrial Relations (DIR)		
	Registration Number:		
			Can 1011 1111 1111
	Name:		
	Address:		
9.	Department of Industrial Relations (DIR)		
	Registration Number:	8	
	Name:		
	Address:		
10.	Department of Industrial Relations (DIR)		
	Registration Number:		
	Name:		-
	Address:		
11.	Department of Industrial Relations (DIR)		
	Registration Number:		
12.	Name:		
	Address:		
	1 RMAR COOK		
	Department of Industrial Relations (DIR)		
	Registration Number:		
	_		

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

Tabulation	of	Subcontractors
0	004	180-2

12A. BIDDER QUALIFICATIONS STATEMENT

The bidder shall submit, as part of its proposal, the following statements as to its experience qualifications.	The
bidder certifies that all statements and information set forth are true and accurate.	

a.		The bidder has been engaged in the contracting business under its present business name for
b.		Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of 33 years.
c.		The bidder has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary).
	ı.	N/A
	2.	
Ч		The following contracts cover work similar in type and magnitude to that set forth in the specification

d.	The following contracts cover work similar in type and magnitude to that set forth in the specification
	have been satisfactorily completed within the last five (5) years for the following owners (person,
	firms or authorities):

No.	Owner	Telephone No.	Contract Amount	Type of Work	Year Complete
1.	See Attached				
2.					
3.					
4.					
5.		*			
6.					
7.					

Bidder Qualifications Statement	
00490-1	

12B. SUBCONTRACTOR QUALIFICATIONS STATEMENT

The bidder's subcontractors shall submit, as part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth by the subcontractors are true and accurate.

a.		The subcontractor has been engaged in the contracting business under its present business name for years. The name and address of the subcontractor is
b.		Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of years.
c.		The Subcontractor has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Subcontractor should attach additional pages if necessary).
	1.	
	2.	
d.		The following contracts cover work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following owners (person, firms or authorities):

No.	Owner	Telephone No.	Contract Amount	Type of Work	Year Complete
1.	NIA.				
2.					
3.					
4.					
5.					
6.					
7.					

	PA-14-10-4	
Subcontractor Qualific: 00495-1	ations Statement	

13. TABULATION OF MAJOR MATERIAL SUPPLIERS

The contractor shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

No.	Item	Manufacturer	Supplier
	4nt Classifier	Spirac Sandsep	Controls.
1.	Model SA 250		Controls.
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	Blower	Excelsion.	Saddle back Environmental.
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Tabulation of Major Material Suppliers 00500-2

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(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

21. DISADVANTAGE BUSINESS ENTERPRISE (DBE) PROGRAM

Bidders are advised that, as required by federal law and all recipients of federal funds and those of the Resources Control Board (SWRCB), The Borrego Water District is implementing Disadvantaged Business Enterprise (DBE) requirements.

The DBE Program is an outreach, education, and goaling program designed to increase the participation of DBEs in procurements funded by Federally Funded agreements. The DBE Program encompasses many of the components of the former MBE/WBE Program and includes many new features. For further information on DBE Program, DBE certification, search for DBE, public information meetings, etc., refer to the following website:

Bidder shall meet Disadvantage Business Enterprise requirements as set forth by the <u>Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements.</u> The Requirements are attached this specification section as follows.

Disadvantage Business Enterprise (DBE) Program



California State Water Resources Control Board Division of Financial Assistance 1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707 Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120

Internet Address: http://www.waterboards.ca.gov

Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration(SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

- Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
- 4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
- Use the services of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.
- 6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFF.

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub- contractor	EPA DBE Coordinator
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub- Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed <u>prior</u> to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

- 1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
- 2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
- 3. If there is a bid dispute, all disputes shall be settled <u>prior</u> to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

- Information retained on the Bidder's List must include the following:
 - 1. Entity's name with point of contact;
 - 2. Entity's mailing address and telephone number;
 - 3. The project description on which the entity bid or quoted and when;
 - 4. Amount of bid/quote; and
 - 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB, CASRF – Barbara August (916) 341-6952 <u>barbara.august@waterboards.ca.gov</u>
US EPA, Region 9 – Joe Ochab (415) 972-3761 <u>ochab.joe@epa.gov</u>



Not required at bid time.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Contract Item Number	Description of Work Received for Construction, Service			Amount Received by Prime Contractor
Prime Contractor Na	me	Issuing/Funding E	ntity	
Telephone No.	18-887	Email Address		
Address				
Bid / Proposal No. Assistance A		ment ID No. (if known)	Point of Contact	
Subcontractor Name		Project Name		— — — — —

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Not required at bid time.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:

Mr. Joe Ochab, DBE Coordinator US EPA, Region 9 75 Hawthorne Street San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)



Subcontractor Name

Bid / Proposal No.

Address

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Assistance Agreement ID No. (if known)

Project Name

Point of Contact

Telephone No. Prime Contractor Name		Email Address					
		Issuing/Funding Entity					
Contract Item Number	Descri	iption of Work Sub Construction,				Involving	Price of Work Submitted to the Prime Contractor
DBE Certified By:	DOT	SBA		Meets/excee	ds EPA cei	tification standa	ards?
Other:				YES	NO	Unknown	

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified Certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name		
Metro Builders & Engineers G	roup, Ltd.	Borrego Water District – Wastewater Treatment Plant Rehabilitation Project		
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact	
1246.001E			Shelly Irivne	
Address				
2610 Avon St., Newport Beach	n, CA 92663			
Telephone No.		Email Address		
949-515-4350		estimating@m	etrobuilders.com	
Issuing/Funding Entity				
Borrego Water District				

I have identified potential DBE certified subcontractors. YES NO If yes, please complete the table below. If no, please explain: No quotes received from DBC subcontractors.					
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?		
		1			

⁻Continue on back if needed-

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name		
	Fouad Houalla		
/file ·	Date		
President	03/19/2021		

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Not required at bid time

STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION CALIFORNIA STATE REVOLVING FUNDS (CASRF) FORM UR-334

Grant/Finance Agreement Number: 2. Ar		Annual Report	ting Period	3. Purchase Period of Financing Agreement:	
10/1/ through 09/30/_				09/30/_	
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. Recipient's Name and Address: 6. Recipient's Contact Person and Phone Number:					
7. List All DBE I		ecipient or Prime Con y DBE Contractor or	Date of	Procurement	Period: Name and Address of DBE Contractor of
Purchase Paid by Recipient or	Sub-Contractor Fo	r Service Provided to	Payment (MM/DD/YY)	Type Code** (see below)	Sub-Contractor or Vendor
Prime Contractor	MBE	WBE	_ ((((((((((((((((((((((((((((((((((((((300 001011)	
				3.0	
	3				
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative 12. Date					

Email Form UR-334 to:

<u>DrinkingWaterSRF@waterboards.ca.gov</u> OR <u>CleanWaterSRF@waterboards.ca.gov</u>

Questions may be directed to:

Barbara August, SWRCB

Barbara August@waterboards.ca.gov Phone: (916) 341-6952

Fax: (916) 341-6952 Fax: (916) 327-7469

**Procurement Type:

- Construction
- 2. Supplies
- Services (includes business services; professional services; repair services and personnel services)
- 4. Equipment

STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION CALIFORNIA STATE REVOLVING FUNDS

INSTRUCTIONS FOR COMPLETING FORM UR-334

Box 1	Grant or Financing Agreement Number.
Box 2	Annual reporting period.
Box 3	Enter the dates between which you made procurements under this financing agreement or grant.
Box 4	Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
Box 5	Enter Recipient's Name and Address.
Box 6	Enter Recipient's Contact Name and Phone Number.
Box 7	Enter details for the <u>DBE purchases only</u> and be sure to limit them to the current period. 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar tota for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column
Box 8	Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
Box 9	Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
Box 10	This box is for explanatory information or questions.
Box 11	Provide an authorized representative signature.
Box 12	Enter the date form completed

ACTION BY UNANIMOUS WRITTEN CONSENT IN LIEU OF ANNUAL MEETING OF THE BOARD OF **DIRECTORS** OF HOUALLA ENTERPRISES LTD., A CALIFORNIA CORPORATION

The sole member of the Board of Directors of Houalla Enterprises Ltd., a California corporation ("Corporation"), hereby unanimously consents to the adoption of the following resolutions, as authorized by Section 307(b) of the California General Corporation Law:

RATIFICATION OF ACTIONS

RESOLVED, that inasmuch as the sole Director is familiar with the business, affairs and operations of the Corporation, all acts and actions taken by the officers of the Corporation during calendar year 2020 are hereby confirmed, ratified and approved in all respects.

ELECTION OF OFFICERS

RESOLVED, that the following person be and he hereby is elected to the offices set forth opposite his name for one year or until his successors are elected and have qualified or his earlier resignation or removal:

President Fouad Houalla
Chief Financial Officer Fouad Houalla
Secretary Fouad Houalla

The Secretary of this Corporation is hereby authorized and directed to file this Consent with the minutes of the proceedings of the Board of Directors in the official records of the Corporation.

Dated as of December 31, 2020.

Fouad Houalla



Contractor's License Detail for License # 597589

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (84.P 7)24.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (<u>B&P 1071.17</u>).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/29/2020 11:46:22 AM

Business Information

HOUALLA ENTERPRISES LTD
dba METRO BUILDERS & ENGRS' GRP LTD

2610 AVON ST NEWPORT BEACH, CA 92663 Business Phone Number:(949) 515-4350

> Entity Corporation Issue Date 07/03/1990 Expire Date 07/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ B GENERAL BUILDING CONTRACTOR
- A GENERAL ENGINEERING CONTRACTOR
- C10 ELECTRICAL
- . C51 STEEL, STRUCTURAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with <u>SURETEC INDEMNITY COMPANY</u>. **Bond Number:** 134973

Bond Amount: \$15,000 Effective Date: 09/22/2016 Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FOUAD RIAD HOUALLA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/17/2018 BOP's Bond History

Workers' Compensation

 $This \ license \ has \ workers \ compensation \ insurance \ with the \ \underline{TRAVELERS} \ PROPERTY \ CASUALTY \ COMPANY \ OF \ AMERICA \ A$

Policy Number: UB7 J948156 Effective Date: 11/01/2017 Expire Date: 11/01/2020 Workers' Compensation History

ck to Top Conditions of Use

Privacy Policy

Accessibility

Accessibility Certification

Contractor Information

Legal Entity Name
HOUALLA ENTERPRISES LTD.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000002925
Registration effective date
7/1/2019
Registration expiration date
6/30/2022
Mailing Address
2610 AVON ST. NEWPORT BEACH 92663 CA United States o
Physical Address
2610 AVON ST. NEWPORT BEACH 92663 CA United States o
Email Address
Trade Name/DBA
METRO BUILDERS & ENGINEERS GROUP, LTD.
License Number(s)
CSLB:597589

Registration History

Effective Date	Expiration Date
6/13/2018	6/30/2019
6/1/2017	6/30/2018
6/6/2016	6/30/2017
6/18/2015	6/30/2016
11/19/2014	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:

1432479

Federal Employment Identification Number:

President Name:

FOUAD HOUALLA

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:

FOUAD HOUALLA

Agent of Service Mailing Address:

2610 AVON ST. NEWPORT BEACH 92663 CA United States of America

Workers Compensation

Do you lease employees

No

through Professional Employer

Organization (PEO)?:

Please provide your current

workers compensation

insurance information below:

PEO

PEO

PEO

PEO InformationName

Phone

one Email

Insured by Carrier

Policy Holder Name: HOUALLA ENTERPRISES LTD. Insurance Carrier:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICAPolicy Number: UB7J948156Inception date: 10/31/2018Expiration Date: 10/31/2019

Current Projects List

Metro Builders and Engineers Group Ltd. 2610 Avon Street, Suite A Newport Beach, CA 92663 (949) 515-4350 Tel, (949) 515-4351 FAX

Owner: Los Angeles County Sanitation Districts

Contact: Allison Hornstra
Phone Number: (562) 908-4288

Project: JWPCP Secondary Treatment Concrete Repair Phase II

Location: 24501 S. Figueroa St., Carson, CA 90745

Contract Value: \$18,257,582.00

Description: The work consists of furnishing all materials, equipment and labor, demolition of

existing deteriorated concrete portions of secondary clarifiers and replacing with new concrete, demolition of existing foam spray piping and installation of new foam spray

piping and demolition of existing aluminum handrails and installation of new handrails, and all appurtenant work.

% Done By Metro: 73 % Completion Date: 1/25/2023

Owner: City of Santa Monica

Contact: Fabio Macias
Phone Number: (310) 458-2201

Project: Downtown Parking Structures Guardrail & Waterproof

Location: Santa Monica Pier, CA
Contract Value: \$3,471,570.00

55,4/1,5/0.00

Description: Upgrade guardrails and waterproofing at various parking structures in Downtown

Santa Monica.

% Done By Metro: 100 % Completion Date: 11/30/2020

Owner: Riverside County Dept. of Water Resources

Contact: Fouad Mina
Phone Number: (951) 486-3244

Project: Lamb Canyon Sanitary Landfill Facility Improvement Location: 16411 Lamb Canyon Road, Beaumont, CA 92223

Contract Value: \$4,741,733.00

Description: This project consists of two structural steel buildings, along with associated site work

such as grading, electrical, and paving.

% Done By Metro: 80 % Completion Date: 10/1/2020

PCN3 Owner: Contact: Kian Abghari Phone Number: (714) 272-6896 Project: Fire Station No. 2 Apparatus Bay (Structural Steel Location: 2900 E. Collins Ave., Orange, CA 92867 **Contract Value:** \$51,799.00 **Description:** Steel installations for new apparatus bay at fire station. % Done By Metro: 100 % **Completion Date:** 9/30/2020 Owner: **GIN Construction** Contact: Eugenio Landa Phone Number: (949) 510-9359 Project: Alabbasi Residence (Structrual Steel) Location: 7211 Alabbasi Way, Riverside, CA 92571 **Contract Value:** \$292,750.00 **Description:** Steel installations for new household. % Done By Metro: 100 % **Completion Date:** 8/30/2020 City of Santa Monica Owner: Contact: Saad Malim Phone Number: (310) 458-8721 Project: Pier Below Deck Fire Sprinkler Replacements Location: 300 Santa Monica Pier, Santa Monica, CA 90401 **Contract Value:** \$2,068,963.00 Description: Installation of new fire sprinkler system at the pier. % Done By Metro: 50 % **Completion Date:** 8/30/2020 Owner: San Diego Metropolitan Transit Systems (MTS) Contact: Thang Nguyen Phone Number: (619) 557-4560 Project: LRV Upper Platforms Buildings A, C, and C1-East Location: 1601 Newton Ave., San Diego, CA 92113 Contract Value: \$1,894,547.00 Description: Concrete and steel platform modifications to two (2) existing maintenance buildings. % Done By Metro: 100 %

8/18/2020

Completion Date:

Owner: Los Angeles County Sanitation Districts

Contact: Shahrooz Soltani
Phone Number: (562) 699-7411

Project: Pomona Pumping Plant No. 4 Facility Upgrades

Location: 2860 Ficus Street, Pomona, CA 91766

Contract Value: \$2,790,000.00

Description: The work consists of furnishing all materials, equipment and labor for removal of

trees, demolition of the existing concrete pavement, piping, three dry-pit sewage pumps, a gas engine, and electrical equipment; modifications of the drywell access; installation of three new sewage pumps and associated piping; construction of new electrical building and a restroom; construction of new wet well; installation of new electrical equipment and control panels; installation of a district-furnished emergency generator; installation of a security system and wrought-iron fence around the

perimeter of the property, and all appurtenant work

% Done By Metro: 78 % Completion Date: 8/14/2020

Owner: Burhart Brothers
Contact: Glenn Luman
Phone Number: (949) 230-0133

Project: 110 30th Street Duplex (Structural Steel) **Location:** 110 30th Street, Newport Beach, CA 92663

Contract Value: \$78,000.00

Description: Steel installations for home remodel.

% Done By Metro: 100 % Completion Date: 7/31/2020

Owner: Orange County Sanitation District

Contact: Steve Speakman
Phone Number: (714) 593-7398

Project: CENGEN Oil Filters Platform

Location: 10844 Ellis Ave., Fountain Valley, CA 92708

Contract Value: \$134,479.00

Description: The Work involves the fabrication and installation of a complete temporary

(removable) platform in the CenGen Basement at both Plant 1 and 2. The Work also includes the installation of a segment of permanent (fixed) platform at each oil filter assembly for each CenGen engine at both plants. There are three CenGen engines at

Plant 1 and five CenGen engines at Plant 2

% Done By Metro: 100 % Completion Date: 6/30/2020

Owner: Access Pacific Contact: Ruben Munoz Phone Number: (213) 858-2575

Project: Division 18 Bus Washer No. 1 Replacement Location: 450 W. Griffith St., Gardena, CA 90248

Contract Value: \$140,660.00

Description: Steel scopes for the bus wash station upgrades.

% Done By Metro: 100 % Completion Date: 6/30/2020

Current Projects List

Page 3 of 5

Owner: Pacific Orca Corporation

Contact: Ken Mockett

Phone Number:

Project: 32321 Pacific Coast Highway (Structural Steel)

Location: 32321 Pacific Coast Highway, Dana Point, CA 92629

Contract Value: \$3,350.00

Description: Steel upgrades.

% Done By Metro: 100 % Completion Date: 6/30/2020

Owner: City of Los Angeles, Dept. of Recreation and Parks

Contact: Harold Arrivillaga
Phone Number: (213) 202-2640

Project: Van Ness Recreation Center - Pool & Bathhouse Repl

Location: 5720 S. 2nd Ave., Los Angeles, CA 90043

Contract Value: \$8,872,002.00

Description: The proposed scope for this project includes the following:

1. Demolition of existing 7,500 square-foot swimming pool and pool deck

2. Demolition of existing 6,000 square-foot bathhouse

3. Construction of a new 9,000 square-foot lap pool with 7,500 square-foot pool deck

4. Construction of a new 750 square-foot splash pad

5. Construction of a new 4,930 square-foot bathhouse/pump house6. Construction of new 10-foot high pool perimeter fencing7. Replacement of the new landscaping, planting and irrigation

8. Replacement of site utility connections serving the building and pool 9. Installation of stadium light poles and LED underwater pool lights

10. Installation of security light poles throughout the pool and bathhouse area

% Done By Metro: 66 %

Completion Date: 6/26/2020

Owner: Los Angeles County Sanitation Districts

Contact: Steve Hernandez
Phone Number: (562) 908-4288

Project: Puente Hills Materials Recovery Facility Building Location: 2808 Workman Mill Road, Whittier, CA 90601

Contract Value: \$6,424,241.00

Description: Demolition of existing equipment and concrete structures. Installation of new

concrete pits, steel pushwalls, electrical runs for new equipment, and new HVAC

systems.

% Done By Metro: 80 %
Completion Date: 5/29/2020

Owner: U.S. Army Corps of Engineers

Contact: Stan Fujimoto
Phone Number: (626) 401-4084

Project: Whittier Narrows Dam Mechanical & Electrical Work

Location: 645 Durfee Ave., South El Monte, CA 91733

Contract Value: \$3,253,983.00

Description: Upgrades to the mechanical and electrical systems for several dam gates.

% Done By Metro: 90 %
Completion Date: 5/29/2020

Current Projects List

Page 4 of 5

Owner: City of Seal Beach Contact: Denice Bailey Phone Number: (562) 431-2527 Project: Seal Beach Zero Tower Lifeguard Ladders Location: Zero Tower, Seal Beach, CA 90740 **Contract Value:** \$24,093.00 Description: Removal and upgrades of the ladders at the Zero Tower. % Done By Metro: 100 % **Completion Date:** 5/5/2020 Owner: City of Newport Beach Contact: Fong Tse Phone Number: (949) 644-3321 Project: Park Avenue Bridge Handrail Upgrades Location: Park Ave Bridge, Newport Beach, CA 92662 Contract Value: \$35,800.00

Description: Replacement of aluminum railings on the existing bridge.

% Done By Metro: 100 % **Completion Date:** 3/20/2020

City of Monrovia Owner: Contact: Chris Castruita Phone Number: (626) 256-8224

> Project: Fire Station 101 Renovation

Location: 141 E. Lemon Ave., Monrovia, CA 91016

Contract Value: \$97,450.00

> Description: Updates to the kitchen at fire station 101.

% Done By Metro: 100 % **Completion Date:** 3/20/2020

Completed Projects List

Metro Builders and Engineers Group Ltd. 2610 Avon Street, Suite A Newport Beach, CA 92663 (949) 515-4350 Tel, (949) 515-4351 FAX

Owner: City of Colton

Contact: Victor Ortiz
Phone Number: (909) 514-4210

Project: Civic Center Restroom Renovation Project
Location: 650 N. La Cadena Dr., Colton, CA 92324

Contract Value: \$151,300.00

Description: The Works consists of, but not limited to renovation of four (4) units existing

restrooms as indicated on the plans and bid specifications.

% Done By Metro: 100 % Completion Date: 3/6/2020

Owner: Coachella Valley Water District

Contact: Amer Hassouneh
Phone Number: (760) 398-2651

Project: Design-Build for Palm Desert Auto Shop Building Location: 75-515 Hovley Lane East, Palm Desert, CA 92211

Contract Value: \$1,597,710.00

Description: The purpose of the Project is to design and construct a new concrete masonry

auto shop building with dimensions of approximately 55'-4" x 62'-0" and a floor area of 3,431 square feet to be located on the north side of the existing fleet maintenance building at CVWD's headquarters campus located at 75-525 Hovley Lane East, Palm Desert, as shown in the concept plan included in the Appendices of the Basis of Design document. The project also includes a deductive alternate for a reduced building size of 48'-0" x 62'-0". This is a three bay expansion to the existing 3,428 square foot repair shop to provide major maintenance and repairs. The primary focus

of the auto shop is to perform

preventative maintenance on CVWD's fleet of gasoline and diesel powered vehicles and equipment. The auto shop also does equipment repairs which can range from small items up through heavy repair such as an engine or transmission overhaul. All work utilizes industry best practices for environmental and safety compliance. A five-ton crane over one bay is also included as part of the project. The total desired Project

budget is \$1,600,000, which includes

CVWD-owned contingency.

% Done By Metro: 100 % Completion Date: 3/4/2020 Owner: City of Los Angeles

Contact: Naaji Jami

Phone Number: (213) 847-0568

Project: DCTWRP Chlorine Contact Tanks High Pressure Efflue

Location: 6100 N. Woodley Ave., Van Nuys, CA 91406

Contract Value: \$1,687,412.00

Description: At the Donald C Tillman Water Reclamation Plant, around the Primary Tank and

Chlorine-Contact tanks

Demo & replace:

- Copper & other piping

- Valves

Install:

- Surge tanks

- Water-hammer arresters

Commissioning & Startup testing

% Done By Metro: 85 % Completion Date: 3/2/2020

Owner: City of Newport Beach

Contact: Jim Miller
Phone Number: (714) 316-3000

Project: Newport Beach Dog Park (Concrete)

Location: Avocado Ave. & San Miguel Dr., Newport Beach, CA

Contract Value: \$7,500.00

Description: New concrete placement at dog park

% Done By Metro: 100 %
Completion Date: 2/29/2020

Owner: Hoag Hospital
Contact: Angel Liu
Phone Number: (949) 764-4495

Project: Hoag Hospital Creative Office Space (CANCELLED)

Location: 1 Hoag Drive, Newport Beach, CA 92658

Contract Value: \$1,100.00

Description: CANCELLED - New steel awning for hospital office spaces.

% Done By Metro: 100 % Completion Date: 1/3 1/2020

Owner: Burkhart Brothers

Contact: Alen Dacic
Phone Number: (949) 375-6725

Project: Circular Stairs Install at Acacio Azores Rd. Location: 32492 Azores Rd., Dana Point, CA 92629

Contract Value: \$1,400.00

Description: New steel stair installations.

% Done By Metro: 100 % Completion Date: 11/4/2019

Completed Projects List

Page 2 of 39

Owner: City of Los Angeles
Contact: Herman Van Buren

Phone Number: (213) 473-7878

Project: BOE CD 2 Sherman Way (Structural Steel)
Location: 11839 Sherman Way, Los Angeles, CA 91605

Contract Value: \$227,069.00

Description: Structural steel upgrades at GSD's facility.

% Done By Metro: 100 %
Completion Date: 10/31/2019

Owner: City of Los Angeles
Contact: Herman Van Buren
Phone Number: (213) 473-7878

Project: BOE CD 11 Sunset (Structural Steel) **Location:** 100 Sunset Ave., Venice, CA 90291

Contract Value: \$184,948.00

Description: The structural steel contractor shall provide all labor, supervision, tools, shop

drawings, tools, equipment, materials, services, documentation, reports, insurance, bonds, submittals, shop drawings, inspections, manifests, and all other items required

to complete the work in accordance with the project documents.

• The structural steel contractor's scope of work shall include, but not limited to:

• Fabrication and installation of the dining canopy structure as shown in the approved stamped set of plans.

• Shop drawings are to be submitted and approved before fabrication is to start.

• Layout, excavation and export/import of soil of post footings.

• Installation of reinforcing steel and HSS post, placement and vibration of concrete footings.

• Colourshade fire rated fabric mounted on top of steel framing. Color of fabric shall be selected by architect. See G0.06 for flame resistant certificate.

 All field welding is to be performed by an approved Certified Los Angeles City Welder.

• All field welding is to be inspected by a deputy inspector, that will be coordinated by GSD CFD personal (Allow minimum 24-hours to schedule deputy inspector).

• Fire watch is required for all field welding.

 The contractor site supervisor to ensure personal protective equipment shall always be worn by employees on construction site. Hard hats, safety vests, safety glasses and work boots.

• Contractor to provide GSD with a detailed schedule.

• Temporary water and power will be provided for construction activities.

Construction site working hours: Monday through Saturday 7 AM to 7 PM.

% Done By Metro: 100 %
Completion Date: 10/31/2019

Owner: City of Newport Beach

Contact: Peter Tauscher
Phone Number: (949) 644-3316

Project: Newport Beach Fire Temp Station #5 Decommissioning Location: Marguerite Ave. & 5th Ave., Corona Del Mar, CA 926

Contract Value: \$17,500.00

Description: Removal of temporary site facilities (electrical and plumbing) for the temporary fire

station.

% Done By Metro: 100 % Completion Date: 10/31/2019

Completed Projects List

Page 3 of 39

Owner: Golden State Water Company

Contact: Michael Amimoto
Phone Number: (909) 544-1433

Project: SCADA Zone 250 MWD Import Connections

Location: Los Angeles County, CA

Contract Value: \$590,840.00

Description: Upgrades to the electrical and SCADA systems at four locations in LA County.

% Done By Metro: 100 %
Completion Date: 10/29/2019

Owner: City of Los Angeles
Contact: Graham Harrison
Phone Number: (213) 923-3102

Project: GSD FIN CH - Colored LED (Structural Steel) **Location:** 200 N Spring St, Los Angeles CA 90012

Contract Value: \$109,420.00

Description: Fabricate and install new LED lighting mounting systems for City hall, fall protection

systems and scafolding.

% Done By Metro: 83 %
Completion Date: 10/25/2019

Owner: City of Los Angeles
Contact: Joshua Engstrom
Phone Number: (213) 473-8411

Project: BOE CD 15 Imperial (Structural Steel)

Location: 2316 East Imperial Highway, los Angeles, CA 90059

Contract Value: \$159,578.00

Description: Fabricate and install structural steel in dining canopy and associated work.

% Done By Metro: 100 %
Completion Date: 10/25/2019

Owner: City of Newport Beach

Contact: Jim Miller
Phone Number: (714) 316-3600

Project: Mariners Park Tennis Court

Location: 1300 Irvine Ave., Newport Beach, ca 92660

Contract Value: \$1,375.00

Description: Upgrades to the tennis courts.

% Done By Metro: 100 %
Completion Date: 10/7/2019

Owner: City of Newport Beach
Contact: Celeste Jardine-Haug
Phone Number: (949) 644-3244

Project: Oasis Senior Citizen Center - Emergency Repairs
Location: 801 Narcissus Ave, Corona Del Mar, CA 92625

Contract Value: \$23,000.00

Description: Emergency plumbing repairs

% Done By Metro: 100 % Completion Date: 9/30/2019

Completed Projects List

Page 4 of 39

Owner: TM Grady Builders

Contact: Kyle Foley
Phone Number: (949) 371-1386

Project: Alderson Residence (Structural Steel)

Location: 24131 Cascades Drive, Laguna Niguel, CA 92677

Contract Value: \$30,600.00

Description: Structural steel fabricatoins and installations for private residence.

% Done By Metro: 100 % Completion Date: 8/30/2019

Owner: City of Los Angeles
Contact: Joshua Engstrom
Phone Number: (213) 473-8411

Project: BOE CD 15 Imperial (Concrete)

Location: 2316 East Imperial Highway, los Angeles, CA 90059

Contract Value: \$226,076.00

Description: Scope includes site concrete, layout, concrete placement, driveway, pavement etc.

% Done By Metro: 100 % Completion Date: 8/30/2019

Owner: City of Los Angeles
Contact: Joshua Engstrom
Phone Number: (213) 305-6449

Project: CD 8 St. Andrews Site Temp Shelter (SS)
Location: 5965 S St. Andrews Pl., Los Angeles, CA 90047

Contract Value: \$235,905.00

Description: Fabricate and install structural steel in dining canopy and associated work.

 % Done By Metro:
 100 %

 Completion Date:
 8/23/2019

Owner: City of San Diego
Contact: Joseph Ecclesine
Phone Number: (858) 573-5045

Project: University Heights Water Tower Seismic Retrofit Location: North Park Water Tower, San Diego, CA 92104

Contract Value: \$1,037,782.00

Description: This project will repair and/or replace the exterior structural elements that includes

replacing the corroded anchor bolt washers; extending of column footing foundation; new tie rod bracing and installing of new gusset plates and pin connectors; lead coating abatement; and recoating of the lower portions of the tower columns. No work will be done on the current catwalk and ladders, interior trusses, roof or any painting

or coating to exterior or interior of the water tank.

% Done By Metro: 91 %
Completion Date: 8/2/2019

Owner: Joud Construction

Contact: Yousef Audi
Phone Number: (951) 734-2723

Project: Laguna Project 1414 Dunning Drive - Steel
Location: 1414 Dunning Drive, Laguna Beach, CA 92651

Contract Value: \$33,000.00

Description: Structural steel fabricatoins and installations for private residence.

% Done By Metro: 100 % Completion Date: 7/31/2019

Owner: City of Los Angeles

Contact: Ken Tafoya
Phone Number: (213) 276-5571

Project: BOE MT. LUKENS (Structural Steel)

Location: 5150 N Mount Lukens Rd., Tujunga, CA 91042

Contract Value: \$171,149.00

Description: Fabricate and install supports for five (5) A/Ccondensers and catwalk

% Done By Metro: 100 % Completion Date: 7/19/2019

Owner: City of Newport Beach

Contact: Mark Vukojevic Phone Number: (714) 642-2429

Project: 333 Grand Canal (On-Call Maintenance Newport) Location: 333 Grand Canal, Newport Beach, CA 92662

Contract Value: \$29,725.00

Description: Demo existing site paving and instalaltion of new brick paving.

% Done By Metro: 100 %

Completion Date: 7/12/2019

Owner: City of Los Angeles

Contact: Daniel Gage
Phone Number: (213) 276-3274

Project: FD FS 35 Staircase - Structural Steel

Location: 1601 Hillhurst Ave., Los Angeles, CA 90027

Contract Value: \$69,860.00

Description: Design and replacement of a steel stairwell for a fire station.

% Done By Metro: 100 % Completion Date: 6/30/2019

Owner: Burkhart Brothers
Contact: Randy Hilario

Phone Number: (949) 697-5022

Project: Carlini Residence (Viejo) - Structural Steel Location: 327 Viejo Street, Laguna Beach, CA 92651

Contract Value: \$24,500.00

Description: Structural steel fabricatoins and installations for private residence.

% Done By Metro: 100 % Completion Date: 6/30/2019

Completed Projects List

Page 6 of 39

Owner: Martin Harris Construction

Contact: Dwight Webb
Phone Number: (702) 385-5257

Project: SFSSM - Snack Bar Remodel (Structural Steel)
Location: 13963 Alondra Blvd., Santa Fe Spring, CA 90670

Contract Value: \$14,600.00

Description: Fabrication and installation of steel members for the swapmeet upgrades.

% Done By Metro: 100 %

Completion Date: 6/30/2019

Owner: EPRI and California Energy Commission

Contact: Daniel S. Lee
Phone Number: (310) 763-5699

Project: Lekos Dye ORC Demonstration install (Structural St Location: 3131 E Harcourt Street, Rancho Dominguez, CA 90221

Contract Value: \$38,000.00

Description: Fabrication and Installation of structural steel platform for equipment.

% Done By Metro: 100 % Completion Date: 6/28/2019

Owner: Martin Harris Contruction (Santa Fe Springs)

Contact: Dwight Webb
Phone Number: (702) 385-5257

Project: Santa Fe Springs Swapmeet - Structural Steel **Location:** 13963 Alondra Blvd., Santa Fe Springs, CA 90670

Contract Value: \$194,600.00

Description: Fabrication and installation of steel members for the swapmeet upgrades.

% Done By Metro: 100 % Completion Date: 4/30/2019

Owner: City of Newport Beach

Contact: Fong Tse
Phone Number: (949) 644-3321

Project: City Hall Drinking Water Fountain

Location: 100 Civic Center Drive, Newport Beach, CA 92660

Contract Value: \$17,850.00

Description: Installation of new drinking water fountain and associated piping.

% Done By Metro: 100 % Completion Date: 4/13/2019

Owner: City of Newport Beach

Contact: Fong Tse
Phone Number: (949) 644-3321

Project: Lifeguard Headquarters Stingray Treatment Washdown

Location: 70 Newport Pier, Newport Beach, CA 92663

Contract Value: \$45,720.00

Description: Installation of new concrete and plumbing systems for the stingray washdown area.

% Done By Metro: 100 % Completion Date: 3/30/2019 Owner: City of Newport Beach

Contact: Peter Tauscher **Phone Number:** (949) 644-3316

Project: Newport Beach Police Dept. Doors and Misc. Work
Location: 870 Santa Barbara Drive, Newport Beach, CA 92660

Contract Value: \$4,850.00

Description: Upgrades to door closure and hardware at the police department.

% Done By Metro: 100 % **Completion Date:** 3/21/2019

Owner: City of Santa Monica
Contact: Gene Higginbotham
Phone Number: (310) 458-8729

Project: Santa Monica Pier Electrical Upgrades Project Location: Santa Monica Pier, Santa Monica, CA 90401

Contract Value: \$1,058,700.00

Description: This project would replace the existing deteriorated electrical switchgear on the Santa

Monica Pier.

% Done By Metro: 100 % Completion Date: 2/19/2019

Owner: CALTEC Corporation

Contact: Henry Abghari **Phone Number:** (714) 717-1638

Project: Canine Lab Remodel - Structural Steel
Location: 1100 North Grand Ave., Walnut, CA 91789

Contract Value: \$156,190.00

Description: Fabrication and installation of steel members for the Mt. San Antonio College

upgrades.

% Done By Metro: 100 % Completion Date: 1/31/2019

Owner: City of Los Angeles

Contact: John Moreno
Phone Number: (213) 216-3442

Project: DOT Lot 752 Fire System & CO2 - Structural Steel

Location: 6265 Sylmar Ave., Van Nuys, CA 91401

Contract Value: \$64,740.00

Description: Welding repairs to two (2) existing steel stairwells.

% Done By Metro: 100 % Completion Date: 1/31/2019

Owner: City of Newport Beach

Contact: Fong Tse
Phone Number: (949) 644-3321

Project: Marina Park Lighting Modifications

Location: 1600 W. Balboa Blvd., Newport Beach, CA 92663

Contract Value: \$2,800.00

Description: Lighting upgrades at the Marina Park.

% Done By Metro: 100 % Completion Date: 1/17/2019

Completed Projects List

Page 8 of 39

Owner: City of Newport Beach

Contact: James Miller
Phone Number: (714) 316-3000

Project: Newport Coast Community Center Door Closure
Location: 6401 San Joaquin Hills Road, Newport Beach, CA 926

Contract Value: \$1,000.00

Description: Upgrades to doors at the community center.

% Done By Metro: 100 % Completion Date: 1/16/2019

Owner: Burkhart Brothers (SS - PRIVATE)

Contact: Ben Matyszuk
Phone Number: (949) 375-6725

Project: Cartie Residence - 659 Bolsana - Structural Steel Location: 659 Bolsana Drive, Laguna Beach, CA 92651

Contract Value: \$38,500.00

Description: Structural steel fabricatoins and installations for private residence.

% Done By Metro: 100 %
Completion Date: 11/30/2018

Owner: Burkhart Brothers c/o Brent Engstrom

Contact: Sarah Zimprich
Phone Number: (714) 353-2272

Project: New Three Level Duplex 29th - Stuctural Steel Location: 115 29th Street, Newport Beach, CA 92663

Contract Value: \$23,675.00

Description: Structural steel fabricatoins and installations for private residence.

% Done By Metro: 100 %
Completion Date: 11/30/2018

Owner: West Coast Air c/o County of Orange

Contact: Scott Golueke
Phone Number: (619) 561-8000

Project: OC Data Center CUF Infrastructure Upgrades Location: 1400 S. Grand Ave., Santa Ana, CA 92705

Contract Value: \$59,231.00

Description: Structural steel fabricatoins and installations for OC Data Center.

% Done By Metro: 100 % Completion Date: 11/30/2018

Owner: G.M. Neal Corporation c/o Gray Residence

Contact: Gary Neal
Phone Number: (949) 589-5999

Project: 309 Via Lido Soud Remodel - Structural Steel **Location:** 309 Via Lido Soud, Newport Beach, CA 92663

Contract Value: \$23,300.00

Description: Structural steel fabricatoins and installations for private residence.

% Done By Metro: 100 %
Completion Date: 10/31/2018

Owner: City of Los Angeles

Contact: David Perka

Phone Number: (213) 473-7856

Project: LIB Central Digital Labs Structural Steel **Location:** 630 W. 5th St., Los Angeles, CA 90071

Contract Value: \$27,000.00

Description: The Structural Steel contractor shall provide all labor, supervision, shop drawings,

tools, equipment,

materials, services, documentation, reports, insurance, manifests, and other work-

related items to do the

following:

☐ Fabrication, Installation, deputy inspections, building inspections of all structural

steel components,

per plan. Work to be done after 8:00 pm M-Thurs. Must work with other LA City

trades. Must keep

Library clean of debris each night, debris to be hauled off each night.

Does not Inc. light gage steel.

One week for RFI's

% Done By Metro: 100 % Completion Date: 10/1/2018

Owner: California State University San Bernardino

Contact: Alfred Salgado
Phone Number: (909) 537-5136

Project: Pfau Library Exterior Deck Replacement

Location: 5500 University Parkway, San Bernardino, CA 92407

Contract Value: \$2,184,612.00

Description: In general, the work consists of all construction services and phasing for demo and

replacement of existing exterior decking of the Pfau Library Building located on the campus of California State University, San Bernardino. The old and new Pfau Library sections of the existing exterior deck areas have multiple water intrusion/leaks areas that are current within the basement level of the library. Scope of work consists of demo and replace the existing exterior deck which will entail the topping slab components to include terrazzo, control joint, mortar setting bed, sand layer, metal flashing and waterproofing membrane system down to the structureal concrete deck in

accordance with the plans and specifications prepared by AEPC Group, LLC

% Done By Metro: 85 % Completion Date: 9/28/2018

Owner: Stradwick Construction (SS - PRIVATE)

Contact: Marc Stradwick
Phone Number: (949) 610-4542

Project: 8 Sea Glass Crystal Cove - Structural Steel
Location: 8 Sea Glass, Crystal Cove, CA 92657

Contract Value: \$140,000.00

Description: Structural steel fabricatoins and installations for private residence.

% Done By Metro: 100 %

Completion Date: 9/15/2018

Owner: County of Los Angeles, Department of Public Works Contact: **Tim Bazinet** Phone Number: (626) 458-2185 Project: Manhattan Beach Pump Station and Low-Flow Div. Location: Manhattan Beach, CA Contract Value: \$1,322,400.00 **Description:** Installation of two new vertical turbine pumps, an electric motor, a right angle gear drive unit, ball valves and control panels a low-flow diversion system, fiberglass reinforced polymer platform, stairs, trash rack, and miscellaneous electrical work 95 % % Done By Metro: **Completion Date:** 9/5/2018 Stradwick Construction (SS - PRIVATE) Owner: Contact: Marc Stradwick **Phone Number:** (714) 318-2645 Spinnaker Remodel - Structural Steel Project: Location: 23 Spinnaker, Newport Coast, CA 92657 **Contract Value:** \$250,000.00 **Description:** Structural steel fabricatoins and installations for private residence. % Done By Metro: 100 % **Completion Date:** 8/30/2018 Owner: Renaissance Builders Group, Inc. (SS - PRIVATE) Contact: **Edward Riahi** Phone Number: (949) 300-7636 Project: V.D. Hill Residence - Structural Steel Location: 1087 Van Dyke Drive, Laguna Beach, CA 92651 Contract Value: \$19,800.00 Description: Structural steel fabricatoins and installations for private residence. % Done By Metro: 100 % **Completion Date:** 8/30/2018 Owner: Touchstone Construction Services (SS - PRIVATE) Contact: Adam Feliz Phone Number: (714) 917-9781 Project: 240 West Chapman Avenue - Structural Steel Location: 240 W. Chapman Ave., Orange, CA 92866 **Contract Value:** \$60,500.00 Description: Structural steel fabricatoins and installations for private residence. % Done By Metro: 100 %

Completion Date:

8/30/2018

Owner: City of Newport Beach

Contact: Fong Tse

Phone Number: (949) 644-3321

Project: Fire Station No. 6 Apparatus Bay Replacement

Location: 1348 Irvine Ave., Newport Beach, CA 92660

Contract Value: \$977,868.00

Description: The work necessary for the completion of this contract consists of obtaining no-fee

City building permits; preparing and submitting a shoring plan to the Building Department for no cost approval, removing and disposing the existing Apparatus Bay; constructing the new Apparatus Bay and its associated improvements; and arranging

with WestNet for their work.

% Done By Metro: 80 % Completion Date: 7/10/2018

Owner: LA County Metropolitan Transportation Authority

Contact: Noelle Valenzuela
Phone Number: (213) 922-3647

Project: Division 9 Maintenance Annex Building (Design/Buil Location: 3449 Santa Anita Avenue, El Monte, CA 90011

Contract Value: \$4,401,237.00

Description: Division 9 Maintenance Annex Building Design/Build project will have the

Contractor provide the design, construction, and installation/addition of four more

services bays for both standard and articulated buses.

% Done By Metro: 56 % Completion Date: 6/30/2018

Owner: LA County Metropolitan Transportation Authority

Contact: Wonder Van Twist
Phone Number: (213) 922-7325

Project: Division 1 Maintenance Annex Building (Design/Buil

Location: 1130 E. 6th St., Los Angeles, CA 90021

Contract Value: \$5,719,866.00

Description: Div. 1 Maintenance Annex Building Design/Build Contractor to provide the design,

construction, equipment installation and testing of Annex Maintenance Building

including site improvements

% Done By Metro: 60 % Completion Date: 6/30/2018

Owner: Metropolitan Transportation Authority

Contact: Josie Mellen
Phone Number: (213) 922-1105

Project: Environmental Graphics at Harbor Gateway

Location: 731 West 182nd St., Los Angeles, CA 90048

Contract Value: \$2,546,000.00

Description: Design/Build for the installation of new electronic signs for two MTA stations in Los

Angeles.

% Done By Metro: 50 %

Completion Date: 6/1/2018

Owner: County of Los Angeles

Contact: Salim Sioufi Phone Number: (626) 677-0569

> Project: Marina Beach General Improvements Project

Location: 900 South Fremont Avenue, Alhambra, CA 91803

Contract Value: \$3,984,768.00

> **Description:** The proposed project will consist of refurbishing the existing restroom building with a

more contemporary design, including reconfiguring and renovating the interior space for Americans with Disabilities Act compliance, replacing the entire roof structure. and cladding the exterior masonry walls with painted plaster, cement board siding, and expanded perforated metal panels; removing and replacing the covered group picnic shelters with similar contemporary structures, including the benches and barbeque grills; resurfacing the waterfront promenade with integral colored concrete and interlocking pavers; and repairing and enhancing the existing landscaped areas with bioswale planters. The illumination of the waterfront will include providing

lights to existing palm trees and installing light bollards.

% Done By Metro: 80 % **Completion Date:** 5/21/2018

> Owner: LA County Metropolitan Transportation Authority

Contact: Thomas Tan (C.A. Rasmussen)

Phone Number: (818) 634-2677

> Project: Bob Hope and Hollywood Way Metrolink Station Location: 3600 N. San Fernando Boulevard, Burbank, CA 91505

Contract Value: \$500,600.00

> Description: Fabricate and install the steel components at the new Metrolink station. Components

> > include steel canopy systems, metal hand rails, and steel fencing.

% Done By Metro: 8 % **Completion Date:** 4/16/2018

> Owner: TM Grady Construction (SS - PRIVATE)

Contact: Kyle Foley Phone Number: (949) 371-1386

> Project: Alderson Remodel - Structural Steel

Location: 24131 Cascades Drive, Laguna Niguel, CA 92625

Contract Value: \$25,350.00

Structural steel fabricatoins and installations for private residence. Description:

% Done By Metro: 100 % **Completion Date:** 3/15/2018

> Rancho California Water District Owner:

Contact: Heath McMahon Phone Number: (951) 296-6983

> Project: Well No. 102 Wellhead Treatment Facilities

Location: Temecula, CA Contract Value: \$3,414,290.00

Description: Construction of new wellhead Treatment facilities at the Districts existing Well No.

102 Site - Replacement of the existing well pumping equipment and appurtenances; a

series of steel Pressure filters for removal of organic carbon TOC, Iron, and

Manganese; a bolted steel filter backwash storage tank; backwash pumps; disinfection facilities; electrical facilities; and miscellaneous piping, valving, and instrumentation

% Done By Metro: 85 %

Completion Date: 2/18/2018

Completed Projects List

Page 13 of 39

3/13/2020

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Owner: City of Santa Monica
Contact: Gene Higginbotham

Phone Number: (310) 458-8729

Project: Santa Monica Pier Electrical Upgrade Project
Location: 1685 Main Street, Santa Monica, CA 90401

Contract Value: \$1,058,700.00

Description: This project would replace the existing deteriorated electrical switchgear on the Santa

Monica Pier.

% Done By Metro: 95 % Completion Date: 1/24/2018

Owner: City of Culver City

Contact: Lee Torres
Phone Number: (310) 253-6457

Project: Transfer Station Stormwater Diversion Project **Location:** 9770 Culver Blvd., Culver City, CA 90232

Contract Value: \$1,094,312.00

Description: The Scope of Work for the referenced project includes, but not limited to, the

installation two (2) HDPE manhole storage basins, each with a duplex submersible grinder pumping system mounted rail removal system, control panels, floats, cast in place concrete lid with 3'x3' H20 rated hatches, piping, valves, valve vaults,

diversion boxes, 2" HDPE pipeline, storm drain drop inlets,

storm drain pipes, concrete removal and replacement, trench removal and paving, asphalt concrete cold milling and asphalt concrete overlay, and other associated

improvements shown the improvement plans.

% Done By Metro: 80 %
Completion Date: 11/25/2017

Owner: Metropolitan Transportation Authority

Contact: Andi Wang
Phone Number: (213) 922-4722

Project: Sound Enclosures at Slauson & Manchester Busway St

Location: Slauson & Manchester Busway Stations

Contract Value: \$2,263,168.42

Description: Design/Build of updated sound enclosure system at two MTA bus stop locations

along the I-110 freeway. Sound Enclosure project located at the following

Transitway Bus Stations:

Slauson Ave. Harbor Transitway Station
 W. Slauson Ave., Los Angeles, CA 90003
 Manchester Ave. Harbor Transitway Station
 W. Manchester Ave., Los Angeles, CA 90003

% Done By Metro: 100 % Completion Date: 11/1/2017

Owner: Los Angeles County Sanitation District (LACSD)

Contact: Ignacio Murillo
Phone Number: (562) 908-4288

Project: Indiana Street Pumping Plant Generator Installatio
Location: 207 N. Indiana Street, Los Angeles, CA 90063

Contract Value: \$1,690,346.00

Description: Installation of facility to house a standby generator. Includes site utility work and

perimeter CMU wall.

% Done By Metro: 80 % Completion Date: 9/15/2017

Completed Projects List

Page 14 of 39

Owner: City of Newport Beach

Contact: Fong Tse

Phone Number: (949) 644-3321

Project: Marina Park Seat Wall

Location: 1600 W. Balboa Blvd., Newport Beach, CA 92663

Contract Value: \$63,000.00

Description: The work necessary for the majority completion of this contract consists of (1)

mobilization and demobilization, (2) traffic controls, (3) sand handling and compaction, (4) construct integrally colored reinforced concrete seat walls, (5) construct integrally colored concrete panel, (6) install non-shrink elastomeric joint

seal, and (7) Clean Up.

% Done By Metro: 100 % Completion Date: 5/26/2017

Owner: Port of Los Angeles - Harbor Department

Contact: Jill Shimamoto
Phone Number: (310) 732-7634

Project: Berth 142 Crane Maintenance Building

Location: 710 W. Harry Bridges Blvd, Wilmington, CA 90744

Contract Value: \$6,489,559.00

Description: Construction of an approximately 5,000 SF steel framed building for crane

maintenance at the Port of Los Angeles, including site utilities, drilled pile foundations, concrete piles caps and foundation, structural steel building, steel catwalks for service personnel in building, mechanical service systems, etc.

% Done By Metro: 65 % Completion Date: 5/22/2017

Owner: County of Los Angeles, Department of Public Works

Contact: Erayna Change

Phone Number: (626) 600-2325
Project: (DROPPED) Pitchess Laundry and Water Tanks

Location: 29350 The Old Road, Castaic, CA 91384

Contract Value: \$1,875,000.00

Description: Work to be done under the Contract consists of furnishing all materials, all

equipment, and performing the Work required by these Specifications and

the Drawings hereinafter, described and necessary, to complete the

construction of the Pitchess Laundry and Water Tanks Replacement Project.

B. The work includes but is not limited to the following:

The work includes the demolition of designated existing laundry equipment and utility connection to new owner furnished laundry equipment, electrical and plumbing upgrades to the current laundry building, and installation of a water softening system to support the new equipment. Additionally, an on-site inmate restroom and employee break room will be refurbished as part of the Project scope. Laundry equipment is furnished and installed by others.

% Done By Metro: 80 % Completion Date: 2/27/2017

Completed Projects List

Page 15 of 39

Owner: Coachella Valley Water District

Contact: Brian Korcok
Phone Number: (760) 398-2661

Project: Lift Station 80-03 Structural Repairs

Location: Palm Desert, CA
Contract Value: \$107,941.01

Description: Remove and replace access hatch, remove and fill-in equipment hatch, provide beam

strengthening for roof support, and miscellaneous concrete repair.

% Done By Metro: 100 % Completion Date: 2/1/2017

Owner: Southern California Regional Rail Authority

Contact: Sonny Ibrahim **Phone Number:** (213) 452-0436

Project: Diesel Exhaust Fluid (DEF) Systems and Sand Syste

Location: 1555 San Fernando Rd Los Angeles, CA

Contract Value: \$3,053,075.00

Description: This project requires a responsible contractor to perform the procurement and

installation of Diesel Exhaust Fluid Systems and Sanding System at Authority's Central Maintenance Facility and Eastern Maintenance Facility, as outlined in the

Technical Specifications.

% Done By Metro: 100 % Completion Date: 11/4/2016

Owner: City of Santa Ana
Contact: Michael Ortiz
Phone Number: (714) 615-0892

Project: Santa Ana Stadium Structural Concrete Repair Location: 602 N. Flower Street, Santa Ana, CA 92701

Contract Value: \$977,532.77

Description: Structural concrete repairs and replacements.

% Done By Metro: 90 %
Completion Date: 8/30/2016

Owner: City of Anaheim
Contact: Caster Williams
Phone Number: (714) 765-5176

Project: Modifications to City Hall Pedestrian Bridge Suppo

Location: 200 S. Anaheim Blvd., Anaheim, CA 92805

Contract Value: \$99,180.00

Description: Upgrades to the pedestrian bridge at City Hall, including new sheet metal, concrete

patch work, and steel components.

% Done By Metro: 75 % Completion Date: 8/30/2016

Owner: City of Newport Beach Contact: Fong Tse Phone Number: (949) 644-3321 Project: Newport Beach Fire Station No. 6 Auxiliary Drivewa Location: 1348 Irvine Avenue, Newport Beach, CA 92660 Contract Value: \$25,500.00 **Description:** Installation of new gate fence for a larger fire truck at the fire station with updated driveway. % Done By Metro: 100 % **Completion Date:** 5/18/2016 Owner: City of Newport Beach Contact: Peter Tauscher Phone Number: (949) 644-3316 Project: Newport Theater Arts Center on Cliff Drive Location: 225 El Modena Avenue, Newport Beach, CA 92663 Contract Value: \$10,740.00 **Description:** Design and construction management for the architectural upgrades of the theater. % Done By Metro: 50 % **Completion Date:** 5/9/2016 Owner: Castiac Lake Water Agency Contact: Ross Hartsock (Layfield) Phone Number: (619) 631-1260 Project: Rio Vista Water Treatment Plant Clearwell No. 2 Location: (Newhall Ranch Rd and Santa Clarita Pkwy) **Contract Value:** \$929,387.65 **Description:** Subcontractor Work to Layfield USA % Done By Metro: 100 % **Completion Date:** 2/1/2016 Owner: City of Claremont Contact: Natalie Avila - RKA Consulting Phone Number: (909) 594-9702 Project: City Hall Water Conserving Landscape Project Location: 207 Harvard Ave, Claremont, CA 91711 Contract Value: \$246,335.45 Removal of existing grass and shrubs, installation of drip irrigation system and Description: drought tolerant planting. Installation of landscape boulders, mow curbs, DG surfacing, and site amenities (tables and benches). % Done By Metro: 100 % **Completion Date:** 11/13/2015 Owner: City of Newport Beach Contact: Fong Tse Phone Number: (949) 644-3321

Project: Grand Canal Sand Maintenance Project

Location: Grand Canal (Balboa Island), Newport Beach, CA

Contract Value: \$246,500.00

Description: Construction of seawall to prevent damage to existing retaining wall and prevent

flooding.

% Done By Metro: 100 %
Completion Date: 10/23/2015

Completed Projects List Page 17 of 39

17 of 39 3/13/2020

Owner: City of Los Angeles - Bureau of Engineering

Contact: Jon M. Haskett
Phone Number: (213) 485-5864

Project: Air Treatment Facility - ECIS - Mission & Jesse

Location: 651 Mission Rd, Los Angeles, CA

Contract Value: \$17,904,742.67

Description: Construction of Air Treatment Facility -- 25' deep shoring, concrete basement,

pumping equipment, sewer odor control equipment, electrical and instrumentation.

% Done By Metro: 75 % Completion Date: 9/11/2015

Owner: City of Los Angeles - Bureau of Engineering

Contact: Meghan Aldrich
Phone Number: (213) 847-4713

Project: Rainforest of the Americas - LA Zoo

Location: LA Zoo, 5333 Zoo Drive, Los Angeles, CA 90027

Contract Value: \$16,907,092.26

Description: Construction of several buildings, retaining walls, exhibits, animal cages, life support

systems, mechanical, and electrical systems at the LA Zoo.

% Done By Metro: 35 % Completion Date: 3/26/2015

Owner: Metropolitan Transportation Authority

Contact: Scott McConnell
Phone Number: (213) 312-3116

Project: C1048 Westside Subway Advanced Utility Relocations
Location: Wilshire Blvd near La Brea Ave, Los Angeles, CA

Contract Value: \$8,373,236.99

Description: Advanced Utility Relocations for future subway construction. Relocates domestic

water service lines and electrical power duct banks within city streets.

% Done By Metro: 85 %
Completion Date: 10/27/2014

Owner: LA County Metropolitan Transportation Authority

Contact: Matt Gallagher
Phone Number: (323) 903-4111

Project: C0990 - Crenshaw/LAX Advanced Utility Relocations

Location: Various Locations within Los Angeles Area

Contract Value: \$9,116,140.16

Description: Relocations of underground utilities, including domestic water, storm drain, sewer,

and communications ductbanks.

% Done By Metro: 85 % Completion Date: 8/21/2014 Owner: City of Huntington Beach

Contact: Safa Kamangar Phone Number: (949) 585-0477

Project: Algonquin Sewer Lift Station

Location: Algonquin St & Pearce Dr, Huntington Beach, CA

Contract Value: \$2,325,674.07

Description: Replacement of existing sewer lift station with new sewer lift station located in the

street. Replacement of sewer force main at multiple locations.

% Done By Metro: 85 % Completion Date: 6/26/2014

Owner: Metropolitan Transportation Authority

Contact: Thomas Lee
Phone Number: (213) 922-7284

Project: MRL Union Station West Entrance Skylight

Location: Union Station, Los Angeles, CA

Contract Value: \$410,000.00

Description: Modifications to existing skylight structure to add ventilation to Metro Red Line

Subway Entrance. Includes removal and reinstallation of skylight, modifications to fire sprinkler system, modifications to structural supports, and installation of new

louvers.

% Done By Metro: 85 % Completion Date: 5/5/2014

Owner: Sanitation Districts of Los Angeles County

Contact: Jennifer James
Phone Number: (562) 699-7411

Project: JWPCP Dewatering Facility
Location: 24501 S Figueroa St, Carson, CA

Contract Value: \$11,721,164.49

Description: Construction of dewatering facility, including concrete wet well, masonry building,

equipment installation, electrical and instrumentation, utility relocations, site asphalt,

and other site improvements

% Done By Metro: 75 % Completion Date: 9/18/2013

Owner: City of Palos Verdes Estates

Contact: Floriza Rivera
Phone Number: (310) 378-0383

Project: Rocky Point Sewage Pump Station

Location: 224 ½ Rocky Point Road, Palos Verdes Estates, CA

Contract Value: \$1,550,751.00

Description: Construction of Emergency Wet Well, Rehabilitation of Existing Sewage Pump

Station, Construction of new pipelines within streets associated with new

improvements.

% Done By Metro: 85 % Completion Date: 7/28/2013

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Owner: Metropolitan Transportation Authority

Contact: Raul Pedroza
Phone Number: (213) 922-4797

Project: Division 9 Fire Protection System - C1027

Location: 3449 Santa Anita Ave, El Monte, CA

Contract Value: \$797,153.00

Description: Design and construction of fire protection system at Division 9 Maintenance

Building, including fire alarm and fire sprinkler systems. Div 9 is a 24/7 operational

bus maintenance facility and required work while building is occupied.

% Done By Metro: 70 % Completion Date: 7/22/2013

Owner: Mojave Water Agency

Contact: Greg Gomez
Phone Number: (760) 902-7249

Project: Upper River Well Field - Turnouts 3, 4, 6 & 7

Location: Various Locations, Hesperia, CA

Contract Value: \$4,224,776.00

Description: Construction of CMLC water main pipeline and turnout buildings at multiple sites.

% Done By Metro: 75 % Completion Date: 4/23/2013

Owner: Metropolitan Transportation Authority

Contact: Thomas Lee
Phone Number: (213) 922-7284

Project: Civic Center Station Escalator Replacement
Location: 1st and Hill Street, Los Angeles, CA

Contract Value: \$4,788,946.00

Description: Design and construction of 4 existing escalator replacements at Metro Red Line Civic

Center Station in Los Angeles.

% Done By Metro: 35 %
Completion Date: 5/23/2012

Owner: City of Newport Beach

Contact: Andy Tran, P.E. Phone Number: (949) 644-3315

Project: Wastewater Pump Station Rehabilitation
Location: Various Locations, Newport Beach, CA

Contract Value: \$2,940,839.00

Description: Rehabilitation of 4 existing sewer pump stations and replacement of 1 sewer pump

station.

% Done By Metro: 65 % Completion Date: 11/8/2011 Owner: Metropolitan Transportation Authority

Contact: Ajith Peiris
Phone Number: (213) 922-4771

Project: Division 3 Maintenance Building Renovation Location: 630 W Avenue 28, Los Angeles, CA 90012

Contract Value: \$5,453,672.00

Description: Design and construction of maintenance building renovation and addition. New

steam clean facility, removal of USTs, other miscellaneous site improvements. LEED

Certified Level

% Done By Metro: 75 %

Completion Date: 8/25/2011

Owner: City of Los Angeles - Bureau of Engineering

Contact: David Copp
Phone Number: (310) 648-6188

Project: Air Treatment Facility at La Cienega and Jefferson

Location: 3410 S La Cienega Blvd, Los Angeles, CA

Contract Value: \$16,820,414.00

Description: Construction of Air Treatment Facility -- 25' deep shoring, concrete basement,

pumping equipment, sewer odor control equipment, electrical and instrumentation.

% Done By Metro: 75 %
Completion Date: 5/3/2011

Owner: City of Los Angeles - Board of Recreation and Park

Contact: Alice Gong
Phone Number: (213) 485-3996

Project: Reseda Lake Park Rehabilitation PRJ1200K Location: 18411 Victory Blvd, Reseda, CA 91335

Contract Value: \$1,251,527.00

Description: Drain existing lake, rehabilitation of lake bottom, construct aeration system, construct

skimmer boxes, installation of floating islands and planting.

% Done By Metro: 75 % Completion Date: 4/24/2011

Owner: City of Norco
Contact: David Gilbertson
Phone Number: (909) 594-9702

Project: Reservoir No 4 Booster Pump Station

Location: Norco, CA
Contract Value: \$777,854.00

Description: Construction of Booster Pump Station, including steel pipeline, site electrical

improvements, masonry walls, new pump house, installation of new pumps and

associated electrical and instrumentation.

% Done By Metro: 85 %

Completion Date: 10/19/2010

City of Fontana Owner: Contact: Kyle Scribner Phone Number: (909) 350-7627 Project: Pacific Electric Inland Empire Trail - Segment 6 Location: Fontana, CA Contract Value: \$1,207,809.00 **Description:** Construction of concrete bike trail, including grading, concrete trail, lighting improvements, minor drainage improvements, hardscape, and landscape and irrigation. 85 % % Done By Metro: **Completion Date:** 8/4/2010 Owner: City of Huntington Beach Contact: Michael Wolfe - Integrated Design Services Phone Number: (949) 387-8500 Project: City Hall Seismic Upgrades Location: 2000 Main Street, Huntington Beach, CA Contract Value: \$6,839,067.00 Description: Seismic Retrofit of 6-story building using concrete frame w/ bonded steel braces. % Done By Metro: 65 % **Completion Date:** 12/15/2009 Owner: Metropolitan Transportation Authority Contact: Ajith Peiris Phone Number: (213) 922-4771 Project: Division 3 Maintenance Building Annex Location: 630 W Avenue 28, Los Angeles, CA \$4,197,739.00 Contract Value: **Description:** Design and construction of approx 12,500 sq ft bus maintenance facility including building shell, equipment, utilities, etc. LEED Certified Silver % Done By Metro: 85 % Completion Date: 8/7/2009 Owner: County of San Bernardino - A/E Dept. Contact: Larry Herkelrati **Phone Number:** (909) 708-6692 Project: Park Moabi Holding Tanks & RV Connections Project Location: 1 Park Moabi Rd, Needles, CA Contract Value: \$624,482.00 Description: Installation of precast concrete holding tanks and sewer piping for RV campsites. % Done By Metro: 100 %

Completion Date:

5/4/2009

Owner: Department of Parks and Recreation

Contact: Bill Johnson
Phone Number: (916) 445-8763

Project: Kenneth Hahn State Recreational Area - Baldwin Hil **Location:** 6300 Hetzler Road, Culver City, California 90232

Contract Value: \$7,507,665.00

Description: Construction of approx. 8,000 sq ft visitor center, hiking trails, parking area, and

scenic overlook point. Native/Riparian Habitat Restoration.

% Done By Metro: 65 % Completion Date: 4/3/2009

Owner: City of Newport Beach

Contact: Fong Tse
Phone Number: (949) 644-3321

Project: Police Facility Lobby Renovation

Location: 870 Santa Barbara Dr, Newport Beach, CA 92660

Contract Value: \$261,042.00

Description: Renovation of Police Station Lobby

% Done By Metro: 85 % Completion Date: 8/30/2008

Owner: Elsinore Valley Municipal Water District

Contact: Chad Merrill
Phone Number: (909) 831-4532

Project: Back Basin Groudwater Treatment Location: 601 Malaga Rd, Lake Elsinore, CA

Contract Value: \$8,974,275.00

Description: Construction of Groundwater Treatment Plant including pumping equipment, water

treatment equipment, electrical and instrumentation. Also included sewer lift station.

% Done By Metro: 65 % Completion Date: 7/9/2008

Owner: Metropolitan Transportation Authority

Contact: Raul Pedroza
Phone Number: (213) 922-4797

Project: New Bus Washes at Div 5, 7, 10, & 18

Location: Various Locations **Contract Value:** \$4,580,822.25

Description: Construction of 4 new bus washes, canopies, and miscellaneous improvements at bus

maintenance stations

% Done By Metro: 65 % Completion Date: 6/19/2008 Owner: City Of Laguna Beach

Contact: Wade Brown
Phone Number: (949) 497-3311

Project: Public Parking and Corporation Yard

Location: 1900 Laguna Canyon Rd. Laguna Beach, CA 92651

Contract Value: \$8,945,231.00

Description: Design/Construction of approx 22,000 sq ft pre-manufactured steel building w/ CMU

exterior walls for the City Corporate Yard, and construction of public parking lot.

Native landscaping installation.

% Done By Metro: 65 %
Completion Date: 4/25/2008

Owner: City of Los Angeles Board of Public Works

Contact: Michael Henderson
Phone Number: (213) 978-1906

Project: Watts Junior Art Center

Location: 10624 S Graham St., Los Angeles, CA

Contract Value: \$2,777,711.00

Description: New Art Center Building, Concrete, Electrical

% Done By Metro: 65 %
Completion Date: 12/15/2007

Owner: Jurupa Community Services District

Contact: Umesh Shah
Phone Number: (951) 685-7434

Project: Roger D. Teagarden ion exchange water treatment pl

Location: 4150 Etiwanda Ave., Mira Loma, CA 91752

Contract Value: \$2,279,176.42

Description: Water Treatment Plant

% Done By Metro: 85 % Completion Date: 6/1/2007

Owner: Elsinore Valley Municipal Water District (EVMWD)

Contact: Loren Sorber
Phone Number: (951) 674-3146

Project: Lake Elsinore Phase II Aeration Project

Location: 1306 Lakeshore Drive, Lake Elsinore, CA 92530

Contract Value: \$2,171,711.00

Description: Lake Aeration System including pumping equipment, aeration equipment, etc.

% Done By Metro: 75 %

Completion Date: 6/1/2007

Owner: City of San Buenaventura

Contact: Lucho Rodriguez
Phone Number: (858) 658-4789

Project: VWRF Odor Control Project

Location: Ventura, CA
Contract Value: \$987,001.00

Description: Odor Control improvements

% Done By Metro: 65 % Completion Date: 5/21/2007

Completed Projects List

Page 24 of 39

Owner: City Of Anaheim - Public Works Contact: Carl Heimberger Phone Number: (714) 765-5176 Project: Convention Center Katella Ave. Frontage Landscape Location: 800 W Katella Ave., Anaheim, CA 92802 **Contract Value:** \$4,723,552.19 Description: Landscape & Irrigation, Concrete, Pavers, Fountain % Done By Metro: **Completion Date:** Owner: City of San Diego Contact: Harry Nguyen, P.E. Phone Number: (858) 627-3299 Project: Mid City Transit Facilities: El Cajon Blvd. Location: San Diego, Ca Contract Value: \$1,637,202.00 Description: Construction of Public Trans Bus Stop including sewer, water, electrical service through streets % Done By Metro: 65 % **Completion Date:** 1/9/2007 Owner: City of San Diego Contact: Harry Nguyen, P.E. Phone Number: (858) 627-3299 Project: Mid City Transit Facilities: University Ave. Location: San Diego, Ca Contract Value: \$1,556,390.00 Description: Construction of Public Trans Bus Stop including sewer, water, electrical service through streets % Done By Metro: 65 % **Completion Date:** 1/9/2007 Owner: County of Orange Resources&Development Management Contact: Dave Gaffaney Phone Number: (714) 567-7387 Project: James&Rosemary Nix Nature Center at Laguna Coast W Location: 18751 Laguna Canyon Road, Laguna Beach, CA 92651 Contract Value: \$3,053,252.00 Description: New Nature Center Building, Concrete, Rammed Earth Wall, Electraical, % Done By Metro: 65 % Completion Date: 12/1/2006 Owner: Los Angeles County Metropolitan Transportation Aut Contact: David Walker Phone Number: (213) 922-7453 Project: MTA - Long Beach Station Platform Extension 128 W. 1st. St., Long Beach, Ca Location: Contract Value: \$498,697.50 Description: Concrete, Electrical, Platform Extension % Done By Metro: 65 % **Completion Date:** 10/1/2006

Owner: Los Angeles County Metropolitan Transportation Aut

Contact: Ajith Peiris
Phone Number: (213) 922-4771

Project: MTA L.A. County/USC Medical Center Busway Enhancem

Location: Between downtown L.A. and El Monte.

Contract Value: \$1,375,239.00

Description: Bridge Improvements, Painting, SS cages, Landscaping

% Done By Metro: 65 % Completion Date: 7/15/2006

Owner: Pacific Islandia California - Sheraton Hotels

Contact: Ross Crowder

Phone Number: (714) 234-2418

Project: Anaheim Sheraton

Location: 900 S Disneyland Dr., Anaheim, CA 92802

Contract Value: \$75,622.00

Description: Lighting Improvements

ross@crgjpn.com. We do not have a fax on file.

% Done By Metro: 65 % Completion Date: 2/15/2006

Owner: United States Postal Service Pacific Facilities Se

Contact: Irwin Blatner
Phone Number: (626) 400-4001

Project: L.A. Bulk Mail Center Fire Alarm/Fire Sprinkler Up

Location: 5555 Bandini Blvd., Bell, Ca 90201-9997

Contract Value: \$1,052,700.00

Description: Fire Alarm/Fire Sprinkler Upgrades

% Done By Metro: 65 % Completion Date: 1/9/2006

Owner: City of Anaheim Department of Public Works

Contact: Chuck Smith
Phone Number: (714) 239-3344

Project: Anaheim Convention Center Katella Ave. Frontage Li

Location: 800 W. Katella Blvd., Anaheim, CA 92802

Contract Value: \$1,207,087.80

Description: Lighitng & Landscaping

% Done By Metro: 65 % Completion Date: 1/1/2006

Owner: City of Los Angeles Dept. of Recreation and Parks

Contact: Michael Henderson Phone Number: (213) 978-2738

Project: Delano Recreation Center
Location: Van Nuys, California
Contract Value: \$3,395,151.70

Description: Gym. Old contact Gary Halajian

% Done By Metro: 65 % Completion Date: 12/1/2005

Owner: State of California Contact: Ron Birkhead Phone Number: (916) 445-8760 Project: Crystal Cove State Park Historic Dist. Phase I Location: Laguna Beach, Ca Contract Value: \$9,613,043.50 **Description:** Historic Restoration of Cottages, Retaining wall, Asphalt Paving rbirk@parks.ca.gov, Installation of sewer, water, electrical services and sewer pump facilities. % Done By Metro: 65 % **Completion Date:** 12/1/2005 Owner: City of Dana Point Contact: Archie Rempher Phone Number: (760) 525-8641 Project: Salt Creek Ozone Treatment Facility Location: Dana Point, Ca **Contract Value:** \$4,586,814.00 **Description:** Ozone Water Treatment Facility. Construction of collection structure within creek bottom. Included pumping equipment, ozone treatment equipmpent, and electrical and instrumentation. % Done By Metro: 65 % **Completion Date:** 12/1/2005 Owner: **USPS** Contact: Irwin Blatner Phone Number: (626) 440-4001 Project: LA Bulk Mail Center Fire Alarm & Fire Sprinkler Location: **Contract Value:** \$1,052,700.00 Description: LA Bulk Mail Center Fire Alarm & Fire Sprinkler upgrades % Done By Metro: **Completion Date:** 12/1/2005 Owner: **MTA** Contact: Ajith Peiris Phone Number: (213) 922-4771 Project: LA/USC Busway Enhancements Location: Los Angeles, CA **Contract Value:** \$1,375,239.00 **Description:** Station Enhancements, Painting, Elevator % Done By Metro: 65 % **Completion Date:** 12/1/2005 Owner: City of Anaheim Contact: Chuck Smith Phone Number: (714) 765-5176 Project: Anaheim Convention Center, Katella Frontage Location: Anaheim, CA **Contract Value:** \$1,207,087.80 Description: Convention Center Lighting, Landscaping % Done By Metro: 100 % **Completion Date:** 9/1/2005

Completed Projects List

Page 27 of 39

Owner: County of Los Angeles
Contact: David Asato

Phone Number: (626) 458-2586
Project: Whittier Narrows - Phase I Sports Improvements
Location: Whittier, CA

Contract Value: \$1,196,208.28

Description: Retrofit of Playgrounds, BMX Track

% Done By Metro: 65 % Completion Date: 6/1/2005

Owner: U.S.P.S. Facility Office Service

Contact: Martin Petry
Phone Number: (650) 615-7241

Project: San Bernardino - P&D Center

Location: Redlands, CA
Contract Value: \$698,856.88

Description: Security Up-Grade, Door Hardware, Concrete Paving

% Done By Metro: 65 % Completion Date: 3/15/2005

Owner: City of Los Angeles Dept. of Recreation and Parks

Contact: Michael Henderson Phone Number: (213) 978-1906

Project: Van Nuys Sherman Oaks Gym

Location: Van Nuys, California
Contract Value: \$2,922,711.00

Description: Gym
% Done By Metro: 65 %
Completion Date: 1/1/2005

Owner: U.S.P.S. Facility Office Service

Contact: Byron Williams **Phone Number:** (650) 615-7217

Project: Inglewood Main Post Office

Location: Los Angeles, CA
Contract Value: \$272,500.00

Description: Replace HVAC

% Done By Metro: 50 % Completion Date: 12/4/2004

Owner: Metropolitan Transportation Authority

Contact: Paras Sharma

Phone Number: (213) 922-4704

Project: Reverse Osmosis

Location: Various MTA Locations

Contract Value: \$806,860.00

Description: Reverse Osmosis
% Done By Metro: 65 %

% Done By Metro: 65 % Completion Date: 7/20/2004

Owner: Long Beach Transit Contact: Steve M. Watt Phone Number: (562) 591-8753 Project: **Bus Stop Amenities** Location: Long Beach area **Contract Value:** \$1,790,357.69 Description: Bus stop improvements % Done By Metro: 65 % **Completion Date:** 1/1/2004 Owner: City of Anaheim Contact: Justin Kazak Phone Number: (213) 891-3098 Project: Anaheim Convention Arena Location: Anaheim, California **Contract Value:** \$2,598,339.90 **Description:** Arena HVAC and roofing renovation % Done By Metro: 62 % **Completion Date:** 9/3/2003 Owner: County of Los Angeles Contact: Joe Camarillo Phone Number: (626) 300-2340 Project: ValleyDale County Park Location: Azusa, CA Contract Value: \$1,471,711.00 **Description:** General Park Renovation, Enlarge Community Building % Done By Metro: 65 % **Completion Date:** 6/3/2003 Owner: City of Los Angeles Contact: Elia Sun Phone Number: (213) 847-5154 Project: L.A. Riverfront Park Location: Los Angeles, CA (Studio City) Contract Value: \$1,880,000.00 Description: General Site Renovation, Slope Repair, Landscape / Irrigation % Done By Metro: 60 % **Completion Date:** 5/20/2003 Owner: County of Los Angeles Contact: Sam Shadab Phone Number: (626) 300-2337 Project: Torrance Beach Renovations Location: Torrance, CA Contract Value: \$2,577,711.00 Description: Slope Repair, Drainage, Park Lot, Vehicle / Pedestrian Ramps, Concession and Restroom Buildings % Done By Metro: 60 % **Completion Date:** 4/1/2003

Owner: County of Los Angeles Contact: David Palma Phone Number: (626) 300-2339 Project: Earvin (Magic) Johnson Park, Lake improvement Location: Los Angeles, CA Contract Value: \$1,198,000.00 **Description:** Lake Rehabilitation, New Pumphouse, New pumps, Piping and valves % Done By Metro: 65 % **Completion Date:** 3/28/2003 Owner: City of Lahabra Contact: Delfino Consunji Phone Number: (562) 905-9720 Project: Reservoir Location: Woodcrest Ave., near Fallen Leaf Street **Contract Value:** \$1,074,710.00 Description: Reservoir % Done By Metro: 65 % **Completion Date:** 3/1/2003 Owner: Metropolitan Transit Authority Contact: Thomas Lee Phone Number: (213) 922-7284 Project: Harbor Station Location: 105 Fwy. **Contract Value:** \$197,000.00 **Description:** Harbor Station 65 % % Done By Metro: **Completion Date:** 7/1/2002 Owner: City of Beaumont Contact: John Wilder Phone Number: (909) 769-8520 Project: Noble Creek and Marshall Creek Location: Beaumont, California Contract Value: \$1,977,111.00 Description: **Pump Station** % Done By Metro: 65 % **Completion Date:** 6/1/2002 Owner: City of Maywood Contact: Robert French Phone Number: (562) 908-6200 Project: Maywood Park Location: 59th Place - Walker Ave. - 60th Street **Contract Value:** \$2,329,343.58 **Description:** % Done By Metro: 65 % **Completion Date:** 1/1/2002

Owner: City of Anaheim Contact: Carl Heimberger Phone Number: (714) 765-4465 Project: George Washington Park Location: Anaheim Contract Value: \$1,020,000.00 Description: New Historic Park % Done By Metro: 55 % **Completion Date:** 11/1/2001 Owner: LA County Parks and Recreation Contact: Vache Keledjian Phone Number: (213) 738-4049 Project: Cerritos Community Regional ParK Location: Cerritos, California Contract Value: \$1,180,000.00 Description: Lake improvements % Done By Metro: 65 % **Completion Date:** 11/1/2001 Owner: City of Los Angeles Contact: Reza Bagherzadeh Phone Number: (213) 485-8815 Project: Long Beach Ave Pedestrian Bridge Location: 53rd Street, Los Angeles Contract Value: \$1,650,000.00 Description: New Concrete Bridge % Done By Metro: 75 % **Completion Date:** 10/1/2001 Owner: City of Los Angeles Contact: Long Hoang Phone Number: (213) 847-5153 Project: Speulveda Park West Location: Panorama City Contract Value: \$1,564,000.00 Description: New Ball fields, Lighting, Building, and site e improvements % Done By Metro: 55 % **Completion Date:** 6/2/2001 Owner: City of Downey Contact: Lea Sharpe Phone Number: (562) 904-7118 Project: Downey Intermodal Transit Center Location: Downey Contract Value: \$2,015,445.00 Description: New Glass and Steel Building and Bus facilities % Done By Metro: 55 % **Completion Date:** 6/2/2001

Owner: City of Los Angeles

Contact: Alice Gong

Phone Number: (213) 485-0873

Project: Willis Ave Pedestrian Bridge

Location: Panorama City
Contract Value: \$1,625,000.00

Description: New Steet Bridge

% Done By Metro: 75 % Completion Date: 2/1/2001

Owner: LACMTA
Contact: Tom Lee

Phone Number: (213) 922-7284

Project: Acoustical Barrier Wall

Location: El Segundo Contract Value: \$985,000.00

Description: Design Build project. Involved design and construction of a sound wall on an

existing Green Line bridge.

% Done By Metro: 100 % Completion Date: 1/16/2001

Owner: City of Newport Beach
Contact: Mr. Fong Tse, P.E.
Phone Number: (949) 644-3340

Project: Dahlia Ave. Corona Del Mar Location: Newport Beach, California

Contract Value: \$457,512.00

Description: Retaining Wall

% Done By Metro: 65 %
Completion Date: 10/1/2000

Owner: South Pasadena Unified School District

Contact: Mr. Bob Vanderwall
Phone Number: (626) 441-5700

Project: South Pasadena High School Gymnasium

Location: South Pasadena, CA
Contract Value: \$1,620,000.00

Description: New gymnasium building

% Done By Metro: 55 %
Completion Date: 4/1/2000

Owner: County of Orange
Contact: Mr. Ralph Maples
Phone Number: (714) 567-7826
Project: Upper Newport Bay

Location: Newport Beach
Contract Value: \$3,636,000.00

Description: 7000 sf of concrete cast in place building with site work, including native/riparian

habitat restoration and maintenance

% Done By Metro: 55 %
Completion Date: 3/3/2000

Completed Projects List

Page 32 of 39

Owner: County of LA Dept. of PW

Contact: Mr. Joe Camarillo
Phone Number: (626) 458-2540

Project: East Rancho Gymnasium

Location: Los Angeles
Contract Value: \$2,650,000.00

Description: New gymnasium and site improvements

% Done By Metro: 60 %

Completion Date: 3/1/2000

Owner: University of California, Los Angeles

Contact: Ms. Pam Wilson Phone Number: (310) 825-7074

Project: Parking Structure #3 Improvements

Location: UCLA Campus Contract Value: \$1,035,000.00

Description: Parking structure upgrades

% Done By Metro: 85 % Completion Date: 10/1/1999

Owner: City of Laguna Beach
Contact: Ms. Lisa Penna

Phone Number: (949) 497-0792
Project: Alta Vista Retaining walls

Location: Laguna Beach, CA
Contract Value: \$350,000.00

Description: Street stabilization/ caisson and lagging

% Done By Metro: 85 %
Completion Date: 9/1/1999

Owner: San Bernardino Associated Government

Contact: Mr. Mark Robertson
Phone Number: (909) 484-2469

Project: Sapphire Street route 30 Over-Crossing Bridge

Location: San Bernardino , CA
Contract Value: \$1,900,000.00

Description: Bridge

Description: Bridge
% Done By Metro: 80 %
Completion Date: 3/1/1999

Owner: Long Beach Unified School District

Contact: Mr. David Chapman
Phone Number: (714) 490-4000

Project: International Elementary School

Location: Long Beach, Ca
Contract Value: \$4,400,000.00

Description: New 1200 student elementary school

% Done By Metro: 85 % Completion Date: 1/1/1999 Owner: City of San Diego

Contact: Mr. Vishnu Moharirr

Phone Number: (585) 627-3242

Project: Challenger Middle School Joint Use Ball Field

Location: San Diego, CA
Contract Value: \$1,050,000.00

Description: Baseball fields and site improvements

% Done By Metro: 75 %

Completion Date: 1/1/1999

Owner: City of Laguna Hills
Contact: Jonathon Claudio
Phone Number: (949) 707-2657

Project: El Conejo Park Improvements

Location: El Conejo Lane and Calero Avenue, Laguna Hills, CA

Contract Value: \$387,592.25

Description: Park Improvements

% Done By Metro: 65 % Completion Date: 3/1/1998

Owner: Orange County Transportation Authority

Contact: Mr. Frank Ataiyan **Phone Number:** (714) 560-5868

Project: OCTA Parking Structure Seismic Upgrades

Location: Santa Ana, CA
Contract Value: \$847,412.00

Description: Concrete foundation, Shearwalls, shotcrete, extensive new beams and doweling,

underpinning and reinforcement of 4 story post tension parking structure

% Done By Metro: 85 % Completion Date: 12/1/1997

Owner: Calif. State San Bernardino

Contact: Mr. Hamid Azhand Phone Number: (909) 880-5136

Project: CSUSB 1000 spaces Parking Lot/ Landscaping

Location: San Bernardino, CA
Contract Value: \$1,650,000.00

Description: 1000 Space parking lot including utilities, and landscaping

% Done By Metro: 80 % Completion Date: 9/1/1997

Owner: County of LA Dep. Public Works

Contact: Mr. Joe Camarillo
Phone Number: (818) 458-2540
Project: Alondra Park Lake
Location: Lawndale, CA

Contract Value: \$1,115,000.00

Description: 10 Acre lake with mechanical and aeration system

% Done By Metro: 65 % Completion Date: 9/1/1997

Completed Projects List

Page 34 of 39

Owner: City of Newport Beach

Contact: Mr. Dana Hutchins

Phone Number: (949) 654-4125

Project: Ground water Development

Location: Newport Beach, CA
Contract Value: \$1,920,000.00

Description: Site improvements and buildings for ground water project

% Done By Metro: 65 % Completion Date: 9/1/1997

Owner: Port Of Long Beach
Contact: Mr. Paul Sheets
Phone Number: (562) 437-0041

Project: Hanjin Site Buildings

Location: Long Beach, CA
Contract Value: \$2,813,000.00

Description: 5 new port administration and maintenance buildings

% Done By Metro: 55 %
Completion Date: 8/1/1997

Owner: City of Hawthorne
Contact: Mr. Arnie Shadbehr
Phone Number: (310) 970-7965

Project: Reconstruction of Hawthorne Plaza Parking

Location: Hawthorne, Ca
Contract Value: \$400,000,00

Description: Three bridges acroos railroad tracks

% Done By Metro: 90 % **Completion Date:** 4/1/1997

Owner: County of LA Dept. of Public Works

Contact: Mr. Joe Camarillo
Phone Number: (818) 458-2540

Project: White Point/ Royal Palms State Beach

Location: San Pedro, CA
Contract Value: \$1,167,000.00

Description: New pump station, masonry building, grading and site work

% Done By Metro: 75 %
Completion Date: 2/1/1997

Owner: County of Orange
Contact: Mr. Hernan Pelaez
Phone Number: (714) 567-7837

Project: Santa Ana-Delhi Channel

Location: Santa Ana, CA
Contract Value: \$1,002,000.00

Description: 500 ft Section of cast in place concrete flood channel. 60ft wide by 22 ft high,

includes shoring, earthwork, concrete, and dewatering

% Done By Metro: 80 % Completion Date: 2/1/1997

Completed Projects List

Page 35 of 39

Owner: GSA

Contact: Mr. Roston Manoukian

Phone Number: (213) 894-0777
Project: US Post Office

Location: Bell, CA
Contract Value: \$366,000.00

Description: New Steel structure, electrical, heating and fire sprinklers at mail facility

% Done By Metro: 70 % Completion Date: 6/1/1996

Owner: County of Riverside
Contact: Mr. Frank Petmecky

Phone Number: (909) 275-6885 Project: Airport Blvd. Bridge

Location: Riverside, Ca
Contract Value: \$255,000.00

Description: New Bridge with 60' long precast concrete girders and pour-in-place concrete deck

% Done By Metro: 90 %
Completion Date: 4/1/1996

Owner: City of Los Angeles
Contact: Ms. Virginia Hatley
Phone Number: (213) 485-4831

Project: Angeles Gate Park, Phase II

Location: San Pedro, CA
Contract Value: \$1,480,000.00

Description: New high voltage electrical distribution system, new 6" and 4" domestic water and

irrigation water system, new pump concrete masonry, AC Paving, Landscape

% Done By Metro: 75 % Completion Date: 3/1/1996

Owner: Caltrans
Contact: Dave Duncan
Phone Number: (714) 472-0177

Project: Orange County Maintenance

Location: Orange, CA **Contract Value:** \$125,000.00

Description: Maintenance station warehouse, concrete, masonry, framing, glazing

% Done By Metro: 60 % Completion Date: 1/1/1996

Owner: City of Los Angeles
Contact: Richard Klink

Phone Number: (213) 485-4819
Project: Delongpre Park

Location: Hollywood, CA
Contract Value: \$256,000.00

Description: Underground utilities, concrete masonry, lighting, irrigation, landscaping, and play

equipment

% Done By Metro: 60 % Completion Date: 11/1/1995

Completed Projects List

Page 36 of 39

Owner: County of Orange Contact: Mr. Ralph Maples Phone Number: (714) 567-7826 Project: Orange County Courthouse Location: Santa Ana, CA Contract Value: \$133,000.00 Description: Historical restoration of old orange county Courthouse % Done By Metro: 80 % **Completion Date:** 9/1/1995 Owner: City of Alhambra Contact: Mr. Samir Khoury Phone Number: (310) 868-8266 Project: Fremont Plaza Location: Alhambra, CA Contract Value: \$805,000.00 Description: Site utilities, water fire main line, electric, concrete, masonry, landscape % Done By Metro: 53 % **Completion Date:** 8/1/1995 Owner: Caltrans Contact: Mr. Oscar Vargas Phone Number: (619) 428-2903 Project: Descanso Maintenance Location: San Diego, CA' Contract Value: \$155,000.00 Description: Project was a pilot to serve as a model fofor all of Caltrans Stations through the state. Work involved a state of the art water treatment system with instrumentation, and extensive electrical work % Done By Metro: 80 % **Completion Date:** 1/1/1995 Owner: Caltrans Contact: Chuck Tranh (714) 472-0177 Phone Number: Project: Crystal Cove Bridge Location: Laguna Beach, CA Contract Value: \$60,000.00 Description: New auto bridge in historic Crystal Cove State Park. Work to conform to historic standards % Done By Metro: 70 % **Completion Date:** 12/1/1994 Owner: Dept. Of Fish And Game Contact: Ms. Katherine Sirk Phone Number: (916) 323-1570 Project: Outdoor Amphitheater Location: Newport Beach, CA Contract Value: \$81,000.00 **Description:** Outdoor amphitheater using state of the art environmentally friendly paving system, first in this application % Done By Metro: 80 % **Completion Date:** 12/1/1994

Completed Projects List

Page 37 of 39

Owner: City of El Segundo

Contact: Rene Bruno

Phone Number: (310) 322-4670
Project: 200,000 gal tank
Location: El Segundo, CA

Contract Value: \$103,000.00

Description: Structural upgrades of elevated water tank and tower involving extensive structural

steel work

% Done By Metro: 100 **% Completion Date:** 9/1/1994

Owner: City of Industry
Contact: Mr. Richard Diehl
Phone Number: (818) 333-3056

Project: Sidewalk improvements
Location: City of Industry, Ca
Contract Value: \$121,000.00

Description: Concrete and Masonry street work

% Done By Metro: 100 % Completion Date: 7/1/1994

Owner: City of Garden Grove
Contact: Mr. Ken Anderson
Phone Number: (714) 741-5826
Project: Shade Structure
Location: Garden Grove, CA

Contract Value: \$125,000.00

Description: New masonry and timber shade structure including plumbing, electrical, and

landscaping

% Done By Metro: 60 % Completion Date: 10/1/1993

Owner: City of Baldwin Park

Contact: Nadeem

Phone Number: (818) 813-5255
Project: Street improvements
Location: Baldwin Park, CA
Contract Value: \$55,000.00

Description: Street and sidewalk improvements throughout the city

% Done By Metro: 100 % Completion Date: 10/1/1993

Owner: City of Costa Mesa
Contact: Mr. Bruce Covey
Phone Number: (714) 754-5029

Project: Water Treatment System

Location: City Yard Contract Value: \$67,000.00

Description: Build a new recycling water treatment system for the city yard

% Done By Metro: 100 % Completion Date: 2/1/1993

Completed Projects List

Page 38 of 39

Owner: City of Beaumont

Contact: John Wilder

Phone Number: (909) 769-8520 Project: Culvert Box

Location: Highland Springs - Channel Crossings

Contract Value: \$285,884.00
Description: Culvert Box
% Done By Metro: 65 %

Completion Date:

Owner: City of Los Angeles

Contact: Ethan Wong
Phone Number: (213) 847-4807

Project: LA Zoo - Rainforest of the Americas - Lily Pad Mai

Location: 5333 Zoo Drive, Los Angeles, CA 90027

Contract Value: \$1,250.00

Description: Lily pad maintenance work.

% Done By Metro: 100 %

Completion Date:

Owner: City of Los Angeles

Contact: Herman Van Buren
Phone Number: (213) 473-7878

Project: BOE CD 15 Gibson (Concrete)

Location: 2165 John S. Gibson Blvd., Los Angeles, CA 90731

Contract Value: \$1,054,625.00

Description: Scope includes site concrete, layout, concrete placement, driveway, pavement etc.

% Done By Metro: 100 %

Completion Date:

Owner: City of Los Angeles

Contact: Josephine Alarcon
Phone Number: (213) 473-2733

Project: CANCELLED - BOE FS #23 (Structural Steel)

Location: 225 E. 5th St., Los Angeles, CA 90013

Contract Value: \$2,626,366.00

Description: Fabrication and installation of structural steel for historic restoration of FS#23

% Done By Metro: 100 %

Completion Date:

Compliance News Monthly Trade Journal

Publication Affidavit-Declaration of Publication -- State of California

Metro Builders & Engineers Group, Ltd. is seeking certified and qualified

DBE,MBE,WBE,SBE,USEPA, SBA, CALTRANS subs and/or suppliers to provide

Earthwork, concrete supply, demolition, hauling / trucking, electrical subcontractors, reinforcing steel, plumbing subcontractors, and coating suppliers. for Borrego Water District - Wastewater Treatment Plant Rehabilitation in Borrego Springs,CA

Please fax your bid to (949) 515-4351 and email to estimating@metrobuilders.com

Our company is willing to assist interested subcontractors in obtaining bonds, line of credit and/or insurance if necessary. The City provides services for obtaining bonding and other technical support if desired as well. Please contact me if you require more information.

Thank You,

Udit Tambe

Metro Builders & Engineers Group, Ltd. (949) 515-4350 ext. 21

2610 Avon Street, Suite A Newport Beach, CA, 92663 Phone: (949) 515-4350 Fax: (949) 515-4351 Email: estimating@metrobuilders.com

Contact: Cameron Kosbab

Bid Due on:03/16/2021 at 02:00 PM Solicitation Number: 1246.001E

The Metro Builders & Engineers Group, Ltd. Good Faith Effort ad has been published in both the Compliance News Internet and Hard-Copy publications.

Located Online at: http://www.compliancenews.com/classified_monthly

The undersigned declares:

I am over the age of 18 years and a citizen of the United States. I am the principal publisher of the Compliance News Monthly Trade Journal in the City of Long Beach, County of Los Angeles, and the State of California. The notice, a true copy of which is attached was published on Fri Feb 12 19:49:32 +0000 2021

I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California

Henry Sprague III

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Compliance News Daily Focus Journal

Publication Affidavit-Declaration of Publication -- State of California

Metro Builders & Engineers Group, Ltd. is seeking certified and qualified DBE, MBE, WBE, SBE, USEPA, SBA, CALTRANS

DBE,MBE,WBE,SBE,USEPA, SBA, CALTRANS subs and/or suppliers to provide

Earthwork, concrete supply, demolition, hauling / trucking, electrical subcontractors, reinforcing steel, plumbing subcontractors, and coating suppliers. for Borrego Water District - Wastewater Treatment Plant Rehabilitation in Borrego Springs,CA

Please fax your bid to (949) 515-4351 and email to estimating@metrobuilders.com

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Thank You,

Udit Tambe

Metro Builders & Engineers Group, Ltd.

(949) 515-4350 ext. 21

Contact: Cameron Kosbab 2610 Avon Street, Suite A Newport Beach, CA, 92663 Phone: (949) 515-4350 Fax: (949) 515-4351 Email: estimating@metrobuilders.com

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I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California

Henry Sprague III

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BORREGO WATER DISTRICT BOARD OF DIRECTORS MEETING APRIL 13, 2021 AGENDA ITEM II.C

April 6, 2021

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Well 5-X Engineering Contract Amendments and Project Update - Dudek

Engineering/G Poole

RECOMMENDED ACTION:

Approve Contract Amendment for well 5-X Dudek services

ITEM EXPLANATION:

Dudek has submitted the attached Change Order request for the completion of Well 5-X. Staff recommends approval. A Project Update is also included in the document. Representatives from Dudek will be available at the meeting for Q/A.

NEXT STEPS:

1. Execute Change Order and continue

FISCAL IMPACT:

1. \$64,575

ATTACHMENTS:

1. Dudek Memorandum

DUDEK

605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 F 760.632.0164

March 30, 2021

Mr. Geoff Poole General Manager Borrego Water District 806 Palm Canyon Drive Borrego Springs, CA 92004

Subject: Request for Change Order Authorization Contract Term Extension and

Project Status Update, Well ID-5X Project, March 30, 2021.

Dear Mr. Poole:

Dudek is submitting this formal request for a change order authorization in the amount of \$48,373 for work associated with the new extraction well ID-5X project. In addition, this letter provides a project status update, schedule and a request for extension of contracting term between Dudek and Borrego Water District (District).

I. Change Order Details

Task I: Additional budget required to attend meetings and perform project management through the end of the project. The change order amount has been reduced to \$5,000 from the previous change order request submitted in January 2021 based on time remaining in the project.

Task 2: A total of \$22,493 was billed from October 2020 through February 2021, also using budget from existing Task 3 to perform the work. No additional budget is needed for Task 2. For comparison, a total of \$20,500 was spent on the bid package portion for ID4-9.

Task 3: Budget in the amount of \$25,113 has been billed to Task 3 to assist with CEQA work in Task 6, partial Phase I work on the original parcel in Task 5, as well as work on the bid documents and technical specifications, pre-bid meeting, bid review, notice of award, well permitting, and review of submittals in Task 2 through February 2021.

The breakdown is as follows:

- Phase I work on original parcel: \$1,925
- Bid docs/technical specifications: \$22,493 (as noted above in Task 2)
- CEQA: \$695

Dudek is asking for \$25,113 to be added back to the Task 3 budget and bring it back to the original budgeted amount of \$64,575 to cover the upcoming costs associated with field work to install well ID-5X.

Task 4: The entire original budget in the amount of \$18,260 was billed to Task 4 for and utilized to address the CEQA work to obtain the NOE as well as the focused biological survey that is currently being performed in Task 6.

DUDEK

The total updated change order amount Dudek is asking for authorization is summarized below:

- \$5,000 applied to Task 1
- \$25,113 applied to Task 3
- \$18,260 applied to Task 4.

Total change order amount: \$48,373

This would bring the new total Dudek contract amount to \$175,308.

II. Project Update and Budget

As of March 30, 2021, the following items have been completed as detailed in the project schedule (Figure 1).

- Land acquisition/close escrow
- Phase I site assessment
- Initial biological and cultural surveys
- CEQA analysis and Notice of Exemption (NOE)
- Revise and advertise bid
- Bid review, award of bid to Southwest Drilling
- Notice of Award/contracting with Southwest
- Well permitting
- Receipt of submittals from Southwest
- Initial focused biological survey on March 18, 2021.
 - o 2nd survey conducted 24 hours to be conducted prior to start of conductor casing.

Southwest has submitted an anticipated schedule for the drilling and well construction as part of their submittals and the schedule shown in Figure 1 is based on that moving forward. As of today, the pilot hole drilling is scheduled to start the week of April 19, 2021. The installation will proceed as detailed below between April and July 2021:

- Conductor casing and cement sanitary seal set to 50 feet depth.
- Drill pilot hole to 800 feet
- Perform borehole e-logs
- Send samples for sieve analyses and finalize well design
- Inspect material and begin reaming of pilot borehole from 17-inch to 26-inch diameter
- Well construction
 - Install casing and gravel feed tube
 - Install gravel filter pack
 - Set cement annular seal to 400 feet
- Mechanical well development (air lift and line swabbing)
- Install test pump and perform pump development
- Perform 12-hour step test and 48-hour constant rate pumping test
- Video survey and deviation survey
- Well disinfection
- Clean up, de-mobilization, well capping

A summary of the total project budget including both Dudek and Southwest, totaling \$1,032,558 is included in Figure 2.

The total budget remaining for Dudek tasks prior to change order authorization is currently \$39,462.

III. Contract Term

The term of the original BWD professional services agreement (PSA) signed by Dudek to perform work on the well ID-5X project was defined as: "from January I, 2019 thru January I, 2021" in Section 3.1.2 Term (see highlighted text in the attached PSA).

Dudek is asking for an extension of the PSA through January 1, 2022 in order to continue work through project completion.

If you have any questions, please contact me at 760.415.9052 or kilkhanipour@dudek.com.

Sincerely, **DUDEK**

Kayvan Ilkhanipour, PG, CHG

Project Manager/Principal Hydrogeologist

Figure 1. Borrego Water District New Well Drilling Projected Schedule -Extraction Well ID-5X

Phases							
1 Site Acquisition							
2	Bid Phase						
3	Well Construction Phase						
	Well Development and Testing Phase						
5	Permitting and Plumbing Phase						

Phase Phase Project Name	Yr 2020 Yr 2020 April May 5 12 19 26 3 10 17 24 31	Yr 2020	September October November I	Yr 2020 Yr 2021 Yr 2021 Yr 2021 Yr 2020 Oecember January February Mar	ch April May Jun	2021 Yr 2021 Yr 2021 Yr 2021 Yr 2021 e July August September October 13 20 27 4 11 18 25 1 8 15 22 29 5 12 19 26 3 10 17 24
Site Acquisition 1.1 Well Locating						
Site Acquisition 1.2 Land Acquisition and CEQA Analysis						
Bid Phase 2.1 Revise Bid Package/Bid Package Available						
Bid Phase 2.2 Bid review						
Bid Phase 2.3 Bid granted, Contracting, Notice to Proceed and Well Permitting	=					
Well Construction Phase 3.1 Conductor Casing Install and Drill Rig Mobilization						
Well Construction Phase 3.2 Pilot Borehole						
Well Construction Phase 3.3 Well Design and Casing and Filter Pack Delivery						
Well Construction Phase 3.4 Borehole Reaming and Construction						
Well Development and Testing Phase 4.1 Well Development						
Well Development and 4.2 Aquifer Test Testing Phase						
Well Development and Testing Phase Disinfection						
Permitting and Plumbing Phase 5.1 Well Completion Report Title 22 and DWS/Permitting	P					
Permitting and Plumbing Phase 5.2 Well Hookup with Water Supply System						

FIGURE 2. ESTIMATED PROJECT COSTS: SOUTHWEST AND DUDEK

SOUTHWEST BID COSTS

 Base Bid
 \$822,250

 With Noise Control
 \$857,250

DUDEK COSTS INCLUDING CHANGE ORDER

	Contract Task	Original Contract Amount	Amount Billed to Existing Budgets in Tasks 3 and 4	Total Remaining Under Contract	Change Order Amount
Task 1	Project Management and Meetings	\$32,340		\$0	\$5,000
Task 2	Assist with Bid Package and Well Permitting	\$4,260		\$0	\$0
Task 3	Well Construction Oversight	\$64,575		\$39,462	\$25,113
Task 4	Well Completion Report and DWSAP Submittal	\$18,260		\$0	\$18,260
Task 5	Phase I ESA	\$7,500		\$0	\$0
	TOTAL	\$126,935			\$48,373

Task 2	Assist with Bid Package and Well Permitting (through December 2020)	\$22,493	
Task 5	Phase I ESA (partial work for original parcel)	\$1,925	
Task 6	CEQA Work/NOE	\$18,545	

NEW DUDEK TOTAL CONTRACT AMOUNT

\$175,308

(\$126,935 original + \$48,373 change order)

TOTAL ESTIMATED PROJECT COSTS (with noise control)

\$1,032,558

BORREGO WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this <u>25th</u> day of March, 2019 by and between the Borrego Water District, a California municipal water district, with its principal place of business at 806 Palm Canyon Drive, Borrego Springs, CA 92004 ("District") and Dudek, a California corporation with its principal place of business at 605 3rd Ave, Encinitas CA 92024 ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing project oversight, coordination, development of plans and specifications, bidding assistance and construction management, as needed services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for District Well Replacement Project Second Well Location ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 <u>Term.</u> The term of this Agreement shall be from <u>January 1, 2019</u> thru <u>January 1, 2021</u>, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other

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PROFESSIONAL SERVICES AGREEMENT

established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with a mutually agreeable Schedule of Services to be developed by both Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

- 3.2.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$119,435 without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.2.2 <u>Payment</u>. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.2.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.
- 3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 <u>Control and Payment of Subordinates; Independent Contractor.</u> The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel

performing 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 shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of 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, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.3.2 Standard of Care: Performance of Employees, Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee of Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.3.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of District.
- 3.3.4 <u>Substitution of Key Personnel</u>. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement is Kayvan Ilkhanipour, Dudek.

- 3.3.5 <u>Coordination of Services</u>. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.
- 3.3.6 <u>Laws and Regulations</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

- (a) Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations. Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- (b) If the services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed

on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

- c) This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Authority. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.
- (d) By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.3.8 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.
- 3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.
- 3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or

providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

- 3.4.1 <u>District's Representative</u>. District hereby designates its Director of Engineering, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.4.2 Consultant's Representative. Consultant hereby designates Kayvan Ilkhanipour, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project 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, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design

professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Consultant's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

- 3.6.1 <u>Time for Compliance</u>. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section, in a form and with insurance companies acceptable to 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.
- 3.6.2 <u>Minimum Requirements</u>. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (B) <u>Minimum Limits of Insurance</u>. Consultant shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.
- 3.6.3 <u>Professional Liability</u>. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this

Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "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.

3.6.4 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by District to add the following provisions to the insurance policies:

(A) General Liability.

- (i) Commercial General Liability Insurance must include coverage for (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) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.
- (ii) 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; or (3) contain any other exclusion contrary to this Agreement.
- (iii) The policy shall give District, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.
- (B) <u>Automobile Liability</u>. The automobile liability policy shall be endorsed to state that: (1) District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Consultant or for which Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its directors, officials, officers, employees and agents shall be excess of Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability

Coverage.

(i) Consultant certifies that he/she 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 will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Consultant.

(D) <u>All Coverages</u>.

(i) Defense costs shall be payable in addition to the

limits set forth hereunder.

(ii) 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. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to District, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before District's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that 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 General Liability Additional Insured Endorsement to District at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claimsmade policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by 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.

(vii) 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 cancel this Agreement. District may require Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither District nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall

be endorsed to state that:

3.6.5 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by District. If District does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officials, officers, employees and agents; or, (2) Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.6.6 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to District.

3.6.7 <u>Verification of Coverage</u>. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.6.8 <u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name District as an additional insured 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 or subconsultants.

3.7 <u>Termination of Agreement.</u>

- 3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.
- 3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.7.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 <u>Documents & Data</u>; <u>Licensing of Intellectual Property</u>. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects

without District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period. Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

- 3.8.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by District.
- 3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom Consultant is legally responsible or liable, or anyone approved by Consultant.
- 3.8.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by

District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting.

3.9.1 <u>Prior Approval Required</u>. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

3.10.1 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Borrego Water District 806 Palm Canyon Drive Borrego Springs, CA 92004

Attn: Geoff Poole

CONSULTANT:

Dudek 605 Third Street Encinitas, CA 92024 Attn: Kayvan Ilkhanipour

Such notice shall be deemed made when personally deed or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment

PROFESSIONAL SERVICES AGREEMENT

or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

- 3.10.3 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.10.4 <u>District's Right to Employ Other Consultants</u>. District reserves right to employ other consultants in connection with this Project.
- 3.10.5 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.10.6 <u>Assignment or Transfer</u>. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.10.8 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.10.9 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.10.11 <u>Invalidity</u>: Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- 3.10.12 <u>Prohibited Interests</u>. 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, District, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants 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 member, 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.
- 3.10.13 <u>Cooperation: Further Acts.</u> The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.10.14 <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.
- 3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against District.
- 3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- 3.10.17 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.10.18 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURE PAGE TO BORREGO WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

BORREGO WATER DISTRICT	DUDEK
By: Kly PwlE	By: Symple Devoluto
<i>V.</i> /	(Authorized Representative of Vendor)
Printed Geoff Poole Name:	Printed Name: Frank Dudek
Title: General Manager	Title: CEO
Dated: 4-2-19	Dated: MAR. 25 2019

EXHIBIT A SCOPE OF SERVICES & LIST OF PROJECTS

SCOPE OF WORK

The CM CONSULTANT will serve as BWD's construction representative. The CM CONSULTANT will be responsible for providing overall Program oversight/coordination, complete construction management, inspection, quality assurance, technical and administrative services for the management and administration of the construction contracts, as well as oversight of all activities taken by outside entities in connection with the project, including:

- 1. Develop standard plans and specifications for new production well(s).
- 2. Develop standard bid package and itemized bid form for new production well(s).
- 3. Assist District with bid advertisement, bid review and recommendation of lowest responsive bidder per California public contract law.
- 4. Respond to Request for Clarification from Contractor as necessary and assist District with Notice to Proceed.
- 5. Driller to obtain well permit as C-57 license required by County for permits.
- 6. Construction Management of production well (schedule, test borehole [geologist log, sample collection for sieve analysis [SCST, Inc.], e-log], inspection and supervision). BWD to be on site during all drilling activities
- 7. Well design based on geologist log, e-log, sieve analysis and zone testing if completed.
- 8. Well completion (ream borehole, caliper log, deviation log, materials, welding inspection [Subcontractor TBD based on availability at time of inspection] and certification review, compliance with specification.
- 9. Well development.
- 10. Aquifer Pump test to size pump/motor.
- 11. Video log of completed well (optional).
- 12. Well disinfection, supported by BWD.
- 13. Title 22 water quality sample for Division of Drinking Water [Babcock], to be done by BWD.
- 14. Well completion report.
- 15. Drinking Water Source Assessment (TurboSWAP).



2019 STANDARD SCHEDULE OF CHARGES

Engineering Services	
Project Director	\$285.00/hr
Principal Engineer III	\$265.00/hr
Principal Engineer II	\$255.00/hr
Principal Engineer I	\$245.00/hr
Program Manager	\$225.00/hr
Senior Project Manager	\$225.00/hr
Project Manager	
Senior Engineer III	\$215.00/hr
Senior Engineer II	
Senior Engineer I	\$195.00/hr
Project Engineer IV/Technician IV	\$185.00/hr
Project Engineer III/Technician III	\$175.00/hr
Project Engineer II/Technician II	\$160.00/hr
Project Engineer I/Technician I	\$145.00/hr
Project Coordinator	\$115.00/hr
Engineering Assistant	\$110.00/hr
ENVIRONMENTAL SERVICES	
Project Director	
Senior Specialist IV	
Senior Specialist III	\$220.00/hr
Senior Specialist II	
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician IV	\$90.00/hr
Гесhnician III	
Гесhnician II	
Гесhnician I	
Compliance Monitor	\$95.00/hr
DATA MANAGEMENT SERVICES GIS Programmer I	\$185.00/hr
GIS Specialist IVGIS Specialist III	\$ 100.00/III
GIS Specialist II	
GIS Specialist I	4130 00/hr
Data Analyst III	
Data Analyst II	
Data Analyst I	
JAS Pilot	
JA3 F III0t	\$90.00/111
Construction Management Services Principal/Manager	\$105.00/br
Senior Construction Manager	
Senior Construction Manager Senior Project Manager	p 100.00/flf
	\$165 nn/h-
Construction Manager	\$155.00/hr
Construction ManagerProject Manager	\$155.00/hr \$145.00/hr
Construction ManagerProject Manager	\$155.00/hr \$145.00/hr \$145.00/hr
Construction Manager	\$155.00/hr \$145.00/hr \$145.00/hr \$140.00/hr
Construction Manager Project Manager Resident Engineer Construction Engineer On-site Owner's Representative	\$155.00/hr \$145.00/hr \$145.00/hr \$140.00/hr \$140.00/hr
Construction Manager	\$155.00/hr \$145.00/hr \$145.00/hr \$140.00/hr \$140.00/hr \$130.00/hr
Construction Manager	\$155.00/hr \$145.00/hr \$145.00/hr \$140.00/hr \$140.00/hr \$130.00/hr
Construction Manager Project Manager Resident Engineer Construction Engineer On-site Owner's Representative Construction Inspector III Construction Inspector I Construction Inspector I	\$155.00/hr \$145.00/hr \$145.00/hr \$140.00/hr \$140.00/hr \$130.00/hr \$110.00/hr
Construction Manager Project Manager Resident Engineer Construction Engineer On-site Owner's Representative Construction Inspector III. Construction Inspector II. Construction Inspector I	\$155.00/hr \$145.00/hr \$145.00/hr \$140.00/hr \$140.00/hr \$130.00/hr \$110.00/hr
Construction Manager Project Manager Resident Engineer Construction Engineer On-site Owner's Representative Construction Inspector III Construction Inspector I Prevailing Wage Inspector	\$155.00/hr \$145.00/hr \$145.00/hr \$140.00/hr \$130.00/hr \$130.00/hr \$110.00/hr \$135.00/hr
Construction Manager Project Manager Resident Engineer Construction Engineer On-site Owner's Representative Construction Inspector III Construction Inspector II Construction Inspector I Prevailing Wage Inspector HYDROGEOLOGICAL SERVICES Project Director	\$155.00/hr \$145.00/hr \$145.00/hr \$140.00/hr \$130.00/hr \$120.00/hr \$135.00/hr \$135.00/hr
Construction Manager Project Manager Resident Engineer Construction Engineer Construction Inspector III Construction Inspector III Construction Inspector II Prevailing Wage Inspector HYDROGEOLOGICAL SERVICES Project Director Principal Hydrogeologist/Engineer II	\$155.00/hr\$145.00/hr\$145.00/hr\$140.00/hr\$140.00/hr\$130.00/hr\$120.00/hr\$135.00/hr\$285.00/hr\$285.00/hr
Construction Manager Project Manager Resident Engineer Construction Engineer Construction Inspector III. Construction Inspector II. Construction Inspector I. Prevailing Wage Inspector HYDROGEOLOGICAL SERVICES Project Director Principal Hydrogeologist/Engineer II. Principal Hydrogeologist IV/Engineer IV. Sr. Hydrogeologist IV/Engineer IV.	\$155.00/hr\$145.00/hr\$145.00/hr\$140.00/hr\$130.00/hr\$120.00/hr\$135.00/hr\$285.00/hr\$285.00/hr\$240.00/hr
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DISTRICT MANAGEMENT & OPERATIONS	
District General Manager	\$105.00/br
District Engineer	
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$120.00/hr
Collections System Manager	
Grade V Operator	
Grade IV Operator	
Grade III Operator	
Grade II Operator	
Grade I Operator	
Operator in Training	\$65.00/hr
Collection Maintenance Worker II	\$75.00/hr
Collection Maintenance Worker I	
Collection Maintenance Worker I	
OFFICE SERVICES	
Technical/Drafting/CADD Services	
3D Graphic Artist	\$175.00/hr
Senior Designer	
Designer	
Assistant Designer	
CADD Operator III	
CADD Operator II	
CADD Operator I	\$125.00/hr
CADD Drafter	
CADD Technician	\$110.00/hr
SUPPORT SERVICES	
Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
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Forensic Engineering - Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Clerical Administration \$90.00/hr

Emergency and Holidays - Minimum charge of two hours will be billed at 1.75 times the normal

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

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 a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases - Unless identified otherwise, these standard rates will increase 3% annually.

BORREGO WATER DISTRICT BOARD OF DIRECTORS MEETING APRIL 13, 2021 AGENDA ITEM II.D

April 6, 2021

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Schedule for Restoration of Late Fee Assessments – G Poole

RECOMMENDED ACTION:

Direct staff as deemed appropriate

ITEM EXPLANATION:

The COVID situation seems to be improving from the perspective of its rate of spread, re opening of businesses and other factors. Staff would like to discuss the Boards preferences regarding restoration of late fee assessments.

A month or so ago, the Board agreed to a process that included a 60 day notification before restoring the late fees. Following this schedule, if the Board approved sending the notice at either meeting in April, the fees would start on the bills that go out for water used in July.

NEXT STEPS:

Begin the notification process if approved

FISCAL IMPACT:

1. TBD

ATTACHMENTS:

1. None

BORREGO WATER DISTRICT BOARD OF DIRECTORS MEETING APRIL 13, 2021 AGENDA ITEM II.E

April 6, 2021

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Decision on Continuation of Air Quality monitoring support Jul - Dec 2021 calendar

year work by UCI - G Poole

RECOMMENDED ACTION:

Direct staff as deemed appropriate

ITEM EXPLANATION:

Air quality monitoring is funded through June 30, 2021 at a cost of \$21,000. Staff would like to discuss the Boards preferences regarding continuation of this program. Funding would be needed to come from non-water revenues.

NEXT STEPS:

1. TBD

FISCAL IMPACT:

1. \$21,000 for remainder of 2021

ATTACHMENTS:

1. None

BORREGO WATER DISTRICT BOARD OF DIRECTORS MEETING APRIL 13, 2021 AGENDA ITEM II.F

April 6, 2021

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Spring Basin Interim Watermaster

1. Update on Activities - Duncan/Dice

2. Explanation of Basin Change in Storage: 2nd Annual Report – T Driscoll,

Dudek Engineering

RECOMMENDED ACTION:

Receive Report from BWD Representatives as well as Trey Driscoll from Dudek Engineering

ITEM EXPLANATION:

Dave Duncan and Kathy Dice will be available to update the Board on Watermaster activities. In addition, Trey will be available to discuss the methodology and related issues regarding the Change in Storage calculation from the 2nd Annual Report.

III. STAFF REPORTS - VERBAL

- A. Water Sales and Revenues Update: J. Clabaugh
- B. 2021-22 Budget Development Schedule J Clabaugh
- C. Schedule for New Development Rate/Charges- G Poole
- D. Initial Thoughts on BWD Front Office Re-Opening D Del Bono
- E. Solarization of BWD Wells G Poole
- F. *BWD letter to County PDS G Poole
- G. *Borrego Valley Stewardship Council MOU amendments G Poole/K Dice
- H. Update on Stipulation Ruling and Next Steps S Anderson



*ATTACHMENT

DRAFT LETTER TO COUNTY PLANNING, DEVEOPMENT SERVICES

Borrego Springs is experiencing an uptick in real estate activity and as we all know, the much-anticipated Stipulation was approved on April 8th. BWD would like to discuss the impact of these two activities on future development in Borrego Springs.

Recently, the Borrego Water District (BWD) has been approached by developers who are considering subdivisions that could potentially add an additional 400 Equivalent Dwelling Units (EDUs) of demand to the Borrego Springs Groundwater Subbasin (Subbasin). As the Sustainable Groundwater Management Act (SGMA) has changed the calculus for what is allowable Subbasin water supply availability, BWD wanted to understand from Planning and Development Services (PDS) how best to proceed.

If BWD was asked to issue a Will Serve Letter whether it possessed adequate water supply, it would answer "no" for all new development. That is because under SGMA, BWD must purchase new water supply before 2040 for its existing customers.

Under BWD's Policy for Water and Sewer Service to New Developments, all new development in the Subbasin must bring its own supply for BWD to provide service. Under the Stipulated Judgment this is accomplished by supplying Baseline Pumping Allocations (BPAs) to enable adequate pumping allocations in 2040 for the subdivision. BPAs are the only currency accepted by BWD for a Will Serve Letter under the Judgement. The amount of BPA required for a Will Serve Letter is governed by BWD's New Developments' policy.

Given the changes required by SGMA and the Stipulated Judgment for new development in the Subbasin, BWD wishes to meet with PDS to discuss:

- PDS steps for approving new development permits;
- process for the cancellation of or necessary changes to the County's Groundwater
 Ordinance for the Subbasin:

- how PDS plans to address the potential overhang of permitted, but not yet built subdivisions if these potential EDUs exceed the sustainable use of the Subbasin when new, as not yet permitted subdivisions request permits;¹
- In the coming weeks, the BWD Board will consider requiring 4.25 af of BPA for every af of anticipated permanent water demand as part of its New Developer Policy update. BWD would also like to hear PDS' plans as it pertains to any additional County related BPA costs a developer would need to incur in order to develop. If BPA will be required by the County, can you also explain how the funds would be used?

¹ Dudek, "Theoretical Water Demand at Buildout of Present Unbuilt Lots Under County's Current Zoning in Borrego Springs" (October 4, 2016).

BORREGO VALLEY STEWARDSHIP COUNCIL MEMORANDUM OF UNDERSTANDING

March 6, 2020

WHEREAS, the community of Borrego Springs, California is the primary gateway for visitors to Anza-Borrego Desert State Park (ABDSP, the Park), which surrounds the community on all sides;

WHEREAS, ABDSP, a National Natural Landmark and an International Biosphere Reserve, is the largest desert State Park in the nation (640,000 acres) and one of the largest protected areas in the West;

WHEREAS, the Park and the community, together, drive national and international visitation exceeding ~ 500,000 tourists each year. (Visitors to the ABDSP account for over \$40 million in annual revenue to the region.);

WHEREAS, Borrego Springs encompasses a thriving community with 3,400 permanent residents, 5,000 seasonal residents, golf courses, lodging establishments, a university research center, airports, electric vehicle-charging stations, and a community medical center;

WHEREAS, Borrego Springs is California's first International Dark Sky Community and is home to numerous art, architecture, music, environment, sport, and recreation events and experiences;

WHEREAS, the community of Borrego Springs has a diversity of active, effective, and engaged volunteer organizations, State, Federal, and County agencies, and thriving local businesses:

WHEREAS, there is a strong desire to build, maintain, and preserve a sense of place, community identity and pride, stressing the authentic and unique attributes of the town and region;

WHEREAS, there is a need for a council to link community organizations, focus resources, prioritize activities, engage publics, orient the community toward an economically vibrant and sustainable future, define attainable goals, and identify policies of government agencies that foster effective stewarding of the town and region;

THE UNDERSIGNED parties to this Memorandum of Understanding commit to support the following Mission and Objectives:

MISSION

To celebrate, promote, and protect the unique character, irreplaceable resources, and economic vitality of the Borrego Springs Community and the Anza Borrego Desert State Park for residents, businesses, visitors, and future generations.

OBJECTIVES

- Advocate long-term economic vitality, social equity, and well-managed growth for the community and Park by facilitating and supporting the integration of planning, natural and cultural resource management, land use, and economic development
- Identify and facilitate a shared vision for community and region with an emphasis on sustainable tourism and destination management
- Promote inclusiveness through a commitment to citizen involvement, diverse membership, outreach, partnerships, and collaboration
- Serve as a forum for discussion, input, and community action on topical issues, opportunities, and challenges related to the mission

SCOPE OF CONCERN

BVSC will confine its deliberations to issues and strategic actions related to Sustainable Tourism, Natural and Cultural Resource Management, Land Use, and Economic Development, and other issues of major significance to the broad community.

MEMBERSHIP

The Council consists of (1) one Member from each of the signatory organizations, institutions, and businesses. <u>Each signatory organization has the power to appoint, or to change, the person who will be the organization's representative to the Borrego Valley Stewardship Council.</u> There is no limit to the number of organizations, institutions, and

businesses that may join the Council. The Council may create and utilize an advisory group representing public and private stakeholders.

MEETING GOVERNANCE & PROCEDURES

The Council will convene at least once per year and more frequently as needed.

Council meetings will be governed by Roberts Rules of Order.

As a collaborative body, the Council will strive to make decisions using a consensus process. If the Council is not able to arrive at a decision to which all members consent, a member may call to decide by majority vote.

A meeting quorum will consist of a majority of Council Members.

Each Member will have one vote. No proxy votes will be allowed.

Individuals and representatives of non-member organizations may attend, bring forth issues and testify at Council meetings.

LEADERSHIP TEAM

The Members of the Council will elect a 5-person Leadership Team from the <u>Plenary</u>, which is composed of one representative from each signatory organization to the Borrego <u>Valley Stewardeship Council signatories</u>.

Ideally, the individuals elected to the Leadership Team should represent a broad spectrum of the community.

The members of the Leadership Team will serve twoene-year terms and may be reelected to additional terms. The terms are to be staggered such that two seats will become open in odd numbered years and three seats will become open in even numbered years.

The Leadership Team will meet at least once per quarter or as needed. A meeting quorum will consist of 3 members of the Leadership Team.

The Leadership Team's responsibilities will include but not be limited to the following:

Schedule, plan, provide notice, and preside at Council Meetings

- Implement the Councils goals and support the Council's activities
- Make time-sensitive decisions necessary for the functioning of initiatives undertaken by the council
- Other responsibilities as agreed to by the council

AMENDMENTS

This Memorandum of Understanding can only be amended by a majority of Council members <u>present</u> at any regular or special meeting <u>with a quorum of Members present</u>, provided the notice for the meeting includes written proposals for the amendments at least 10 days in advance of the meeting at which they are to be acted upon.

Organization or Business	
Signature	 Date
Printed Name	
City, State, Zip	Street Address / P.O. Box
Phone Number	
Email Address	
Website	

BORREGO VALLEY STEWARDSHIP COUNCIL MEMORANDUM OF UNDERSTANDING

March 6, 2020

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Council meetings will be governed by Roberts Rules of Order.

As a collaborative body, the Council will strive to make decisions using a consensus process. If the Council is not able to arrive at a decision to which all members consent, a member may call to decide by majority vote.

A meeting quorum will consist of a majority of Council Members.

Each Member will have one vote. No proxy votes will be allowed.

Individuals and representatives of non-member organizations may attend, bring forth issues and testify at Council meetings.

LEADERSHIP TEAM

The Members of the Council will elect a 5-person Leadership Team from the Plenary, which is composed of one representative from each signatory organization to the Borrego Valley Stewardeship Council. Ideally, the individuals elected to the Leadership Team should represent a broad spectrum of the community.

The members of the Leadership Team will serve two-year terms and may be re-elected to additional terms. The terms are to be staggered such that two seats will become open in odd numbered years and three seats will become open in even numbered years.

The Leadership Team will meet at least once per quarter or as needed. A meeting quorum will consist of 3 members of the Leadership Team.

The Leadership Team's responsibilities will include but not be limited to the following:

- Schedule, plan, provide notice, and preside at Council Meetings
- Implement the Councils goals and support the Council's activities

- Make time-sensitive decisions necessary for the functioning of initiatives undertaken by the council
- Other responsibilities as agreed to by the council

AMENDMENTS

This Memorandum of Understanding can only be amended by a majority of Council members present at any regular or special meeting with a quorum of Members present, provided the notice for the meeting includes written proposals for the amendments at least 10 days in advance of the meeting at which they are to be acted upon.

Organization or Business	
Signature	Date
Printed Name	
City, State, Zip	Street Address / P.O. Box
Phone Number	
Email Address	
Website	