



**REGULAR MEETING OF THE BOARD OF DIRECTORS  
PICO WATER DISTRICT  
4843 S. Church Street  
Pico Rivera, California, 90660**

**6:00 PM Wednesday, November 17, 2021**

**AGENDA**

Pursuant to the provisions of Government Code Section 54953(e), as amended by AB 361, any Board member and any member of the public who desires to participate in the open session items of this meeting may do so by accessing the Zoom link below to join by webcam or teleconference.

Any member of the public wishing to make any comments to the Board may do so through that Zoom link. The meeting Chair will acknowledge such individual(s) at the appropriate time in the meeting prior to making his or her comment. Members of the public wishing to make a comment are asked to state their name for the record and will be provided three (3) minutes to comment, the Board secretary will alert those commenting when they only have 30 seconds remaining. All members of the public will be disconnected from the Zoom link immediately before the Board of Directors adjourns into Closed Session.

**Join Zoom Meeting**

<https://us06web.zoom.us/j/9521779948?pwd=dGNxcXh3YitEc2NlVVdrUzVvNm4rZz09>

Join by Telephone: +1 669 900 6833

Meeting ID: 952 177 9948 Passcode: 421745

1. **ROLL CALL.**
  
2. **PLEDGE OF ALLEGIENCE.**

**3. INVOCATION.**

**4. TIME RESERVED FOR PUBLIC COMMENTS.**

*Members of the public shall be allowed three minutes to address the Board on any matter on the agenda and/or within the jurisdiction of the District, which is not on the Agenda. All comments should be addressed to the presiding officer of the meeting. Additional public comments shall be allowed when a listed agenda item is being considered, but such comments made at that time must be confined to the subject that is being discussed at the time such comments are made. Members of the public are asked to state their name for the record. Due to all Board Meetings being run as Zoom Meetings all participants will be placed on mute at the start of the meeting and when the meeting is open for public comment the participant will be asked to raise their hand through the button on the video conference screen if participating by video conference or by pressing \*9 on their phone if participating by teleconference.*

**5. ADOPTION OF AGENDA.**

**6. APPROVAL OF CONSENT CALENDAR.**

(All matters on the Consent Calendar are to be approved on one motion, unless a Board Member requests a separate action on a specific item).

A. Consider November 3, 2021 Regular Board Meeting Minutes.

**7. ACTION/DISCUSSION ITEMS.**

A. Consideration and Possible Rejection of all Bids on Proposed Project to Install a New Waste Water Discharge Line at Well 8. *Recommended Action – that the Board reject all bids submitted on the above project.*

B. Discuss Governor Newsom Signing of Climate Resilience Package. *Oral Report.*

**8. REPORTS.**

A. General Manager.

B. Legal Counsel.

**9. INFORMATIONAL ITEMS.**

- A. Production & Water Level Report.
- B. Monthly Activity Report.
- C. Reservoir Conditions – October 25, 2021 and November 9, 2021.

**10. DIRECTOR'S REQUEST OF FUTURE AGENDA ITEMS.**

**11. BOARD MEMBER COMMENTS.**

- A. Report on Meetings Attended/Comments.

**12. ADJOURNMENT.**

**AGENDA POSTED ON:** November 10, 2021

**Next scheduled meeting:** November 23, 2021

***NOTE: To comply with the Americans with Disabilities Act, if you need special assistance to participate in any Board meeting, please contact the District office at (562) 692-3756 at least 48 hours prior to a Board meeting to inform the District of your needs and to determine if accommodation is feasible.***

***Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at 4843 S. Church Street, Pico Rivera, California.***

## **CONSENT ITEMS**

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
PICO WATER DISTRICT  
4843 S. Church Street  
Pico Rivera, California, 90660**

**6:00 P.M. Wednesday, November 17, 2021**

**AGENDA**

**6. APPROVAL OF CONSENT CALENDAR.**

(All matters on the Consent Calendar are to be approved on one motion, unless a Board Member requests a separate action on a specific item).

- A. Consider November 3, 2021 Regular Board Meeting Minutes.

MINUTES OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE PICO WATER DISTRICT

A Regular meeting of the Board of Directors of the Pico Water District was held in the District's Boardroom located at 4843 South Church Street, Pico Rivera, California, on Wednesday, November 3, 2021 at 6:035p.m.

The District's Secretary/General Manager, Mr. Mark J. Grajeda proceeded with the roll call of the attending Board members. Present from the beginning of the meeting were President David R. Gonzales. Director Robert Martinez participated telephonically, in adherence to social distancing. Director Raymond Rodriguez and Mr. Jim Ciampa, Legal Counsel for the District participated electronically. Vice President Caballero joined the meeting telephonically at 6:07 p.m.

President Gonzales led everyone in the Pledge of Allegiance.

Director Rodriguez gave the invocation.

President Gonzales proceeded to the next item on the Agenda, Public Comments. There were none.

President Gonzales proceeded to the adoption of the Agenda. Director Rodriguez made the motion to approve the agenda and Director Martinez seconded the motion. The General Manager announced the motion passed by a roll-call vote, 5 – 0.

President Gonzales proceeded to the approval of the Consent Calendar. Vice President Caballero made the motion to approve the Consent Calendar and Director Martinez seconded the motion. The General Manager announced the motion passed by roll-call vote, 5 – 0.

President Gonzales proceeded to the next item on the Agenda, consider Action to Ratify the Correction of Resolution Numbering for Resolutions 217-R, 218-R and 219-R. The General Manager explained when the Board took action on the Resolutions for the Urban Water Management Plan (UWMP), the Water Shortage Contingency Plan (WSCP) and the Proclamation of a State of Emergency (SOE) staff inadvertently pulled a resolution number that had previously been used, therefore resulting in those resolutions being approved one number off. Director Martinez made the motion to approve renumbering the UWMP Resolution to 218-R, the WSCP to 219-R and the SOE to 220-R and Director Ramirez seconded the motion. The General Manager announced that the motion passed by roll call vote, 5 – 0.

President Gonzales proceeded to the next item on the Agenda, General Manager Report. The General Manager stated that staff had requested RFPs from 4 contractors for the on-site work for the PFAS treatment plants at Well 5A, Well 8 and Well 11. Following an on-site job walk staff forwarded addendums to the RFP for work that the proposals will now be returned on November 23, 2021 instead of November 17<sup>th</sup>; at the November 17, 2021 meeting there will be a proposal for

the wastewater discharge line for Well 8 along with a Special Meeting on November 23, 2021 to approve the 2022 Budget; a draft press release regarding PFAS treatment has been provided to the Board and comments are encouraged; the District will be sending out notification letters to our customers regarding current response detection levels of PFOA in our water. After four quarters of testing our PFOA level is at 12 parts per trillion. Staff will contact the Profile to see about publishing the press release.

President Gonzales proceeded to the next item on the Agenda, Legal Counsel Comments, there were none.

President Gonzales proceeded to the next item on the Agenda, Informational Items. Legal Counsel reviewed the Final Legislative Report for the 2021 Legislative Year. This a recap of 2-year bills that have been signed into law, some that have been vetoed, and others that have not moved forward. AB 339 – a Brown Act Bill with translation requirements for meetings and has been vetoed by the Governor; AB 602 – regarding impact fee, the bill was passed into law as amended and no longer applies to connection fees or capacity charges; AB 361 – a detailed summary of the State of Emergency proclamation that the Board recently voted on; AB 703 – another Brown Act bill that would eliminate the need to post notices as all teleconferencing locations, is pending and will be brought back in the next Legislative session; AB 1195 – creation of the Southern California Los Angeles County Regional Water Agency it currently is stalled and rumor is that it may not come back next session; AB 1200 – a PFAS bill related to the distribution, selling or offering for sale any food packaging that contains intentionally added PFAS chemical and was signed into law; AB 1500 – a bond bill that is pending on the Assembly floor and should be back next session; SB 52 – declares public safety power shutoffs to be emergencies and allows districts to run emergency generators beyond the 200 hour AQMD limitation and was signed into law; SB 222 – creates a statewide low income rate assistance program was moving forward but stalled as they were unable to identify a funding source and is now likely to be a 2-year bill; SB 223 – is a follow on to SB 998 for water service terminations that would increase the days delinquent from 60 days to 90 days and reduce the past due balance from \$400 to \$250 for termination of service. This bill was held in the Senate Appropriations committee and is likely dead; SB 274 – a Brown Act bill would allow agencies to email a copy of or provide a website link to the agenda or a copy of all documents to any person that requests the items be delivered electronically, this bill was signed into law; SB 323 – provides a statute of limitations for Prop 218 challenges to new water rates adopted after January 1, 2022 to 120 days and was signed into law. Legal Counsel then answered questions.

President Gonzales proceeded to the next item on the Agenda, Director's Request of Future Agenda Items. President Gonzales would like to discuss drafting letters to the Legislature to request additional PFAS funding based on the money that has been set aside by the state.

President Gonzales proceeded to the next item on the Agenda, Board Member Comments. There were none.

There being no further business to come before the Board, the Board meeting adjourned at 6:47 p.m.

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David R. Gonzales, President

Attest:

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Mark J. Grajeda, Secretary

(Seal)



**ACTION/DISCUSSION  
ITEMS**

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
PICO WATER DISTRICT  
4843 S. Church Street  
Pico Rivera, California, 90660**

**6:00 PM Wednesday, November 17, 2021**

**AGENDA**

**7. ACTION/DISCUSSION ITEMS.**

- A. Consideration and Possible Rejection of all Bids on Proposed Project to Install a New Waste Water Discharge Line at Well 8. *Recommended Action – that the Board reject all bids submitted on the above project.*

## ***STAFF REPORT***

**To:** Honorable Board of Directors

**From:** Mark Grajeda, General Manager

**Meeting Date:** November 17, 2021

**Subject:** Action/Discussion Item 7A – Consideration and Possible Rejection of all Bids on Proposed Project to Install a New Waste Water Discharge Line at Well 8

### **RECOMMENDATION**

That the Board reject all proposals received for the Well 8 Waste Water Discharge Pipe Project.

### **FISCAL IMPACT**

Funding for this work will come from the General Fund Account or District reserves.

### **BACKGROUND**

Due to the District's desire to build a new treatment plant at Well 8 to remove PFAS Chemicals from the well water, the District will be required to install a waste water discharge line by the Division of Drinking Water (DDW). The waste water discharge line will be used to pump the well to waste when it first comes on and to discharge water from the treatment plant during backwashing when required. The engineers cost estimate for this work is \$41,141.00 including a 15% contingency cost. However, bids received were the following - \$90,090 from Brkich Construction, \$98,338.74 from Doty Bros and \$125,570 from Dominguez General Engineering. The District's engineering company Kabbara Engineers is recommending that the District reject all bids at this time. We are going to re-evaluate the scope of work to see if we can reduce the work load then re-bid the project.

## Well #8 Discharge Line Project

Location: District Office 4843 Church Street, Pico Rivera

Date & Time of Bid Opening: November 8, 2021 @ 3:30 PM

Engineers Estimate \$ 34,940.00

Engineers Estimate including a 15% contingency \$ 40,181.00

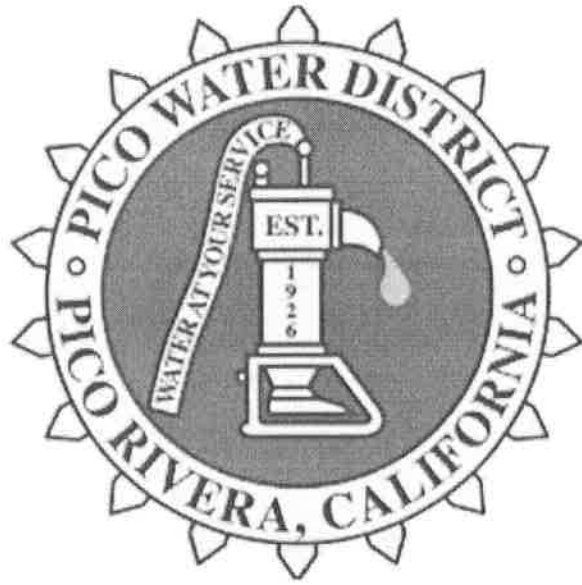
BID OPENING AT: 11-8-21 3:15 PM

	Pipeline Contractors	Time submitted	Bid Submittal	15% Contingency	Total Amount	Proposal submitted signed and sealed	Bid schedule submitted and signed correctly	Bidders bond submitted and signed correctly	Site inspection form submitted	Equipment material source submitted	Contractors licensing statement	Public works contractor registration certificate	List of subcontractor	Non-collusion affidavit
1	Brkich Construction	11-08-21 @ 11:24 AM	\$ 90,090.00	\$ 13,513.50	\$ 103,603.50									
2	Doty Bros Construction	11-08-21 @ 2:22 PM	\$ 98,338.74	\$ 14,750.81	\$ 113,089.55									
3	Dominguez General Engineering	11-08-21 @ 3:43 PM	\$ 125,570.00	\$ 18,835.50	\$ 144,405.50									
4	J De Sigio Construction	Contractor called to inform the District that due to their busy schedule they would not be providing a bid.												

Notes:

# PICO WATER DISTRICT

4843 S. Church Street  
Pico Rivera, CA 90660  
Mr. Mark Grajeda, General Manager



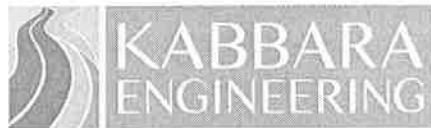
**CONTRACT DOCUMENTS**

**FOR**

**WELL #8 DISCHARGE LINE PROJECT**

**October 18, 2021**

Prepared By:



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Appendix A:	STANDARD PLANS (SPPWC)

## NOTICE INVITING BIDS

**Receipt of Proposals:** Sealed bids will be received by Pico Water District, 4843 S. Church Street (if delivered), or P. O. Box 758 (if mailed), Pico Rivera, California 90660, until 3:30 P.M. on **MONDAY NOVEMBER 8, 2021**, for the **WELL #8 DISCHARGE LINE PROJECT**, in the City of Pico Rivera, State of California.

**Description and Location of Work:** The construction of the WELL #8 DISCHARGE LINE PROJECT, is located in the City of Pico Rivera, State of California and generally includes installing new 12-inch and 6-inch diameter Schedule 40 PVC discharge drain lines, fittings, NDS catch basins, and appurtenances, PCC sidewalk and curb ramp replacement and connections to existing and proposed catch basins. The work shall be done in accordance with the Plans and Specifications entitled Well #8 Discharge Line Project. This project is tentatively scheduled to be awarded on **NOVEMBER 17, 2021**.

**Contract Documents:** The Contract Documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal, the Bid Sheets, the Contractor's Licensing Statement, the List of Subcontractors, the applicable Bid Security Form and the Non-Collusion Affidavit (Bidder) attached to the Proposal, the Agreement, the Faithful Performance Bond, the Payment Bond, the Maintenance and Guarantee Bond, the Non-Collusion Affidavits (Subcontractors), the Notice to Proceed, the General Provisions, the Technical Specifications, the Specifications and Drawings, and any change order or addenda and the Specifications and Drawings listed therein, all of which documents are on file in the office of the Owner and are hereby referred to and made a part of this Notice Inviting Bids.

**Completion of Work:** All work shall be completed within **THIRTY (30) WORKING DAYS** from the date of issuance of the Notice to Proceed.

**Opening of Bids:** The bids will be publicly opened at 3:30 P.M. on **MONDAY NOVEMBER 8, 2021**, at the office of Pico Water District 4843 S. Church Street, Pico Rivera, California 90660. The Pico Water District reserves the right, after opening the bids, to reject any or all bids, to waive any informality in a bid, or to make award to the lowest responsible bidder and reject all other bids.

**Obtaining Documents:** The Specifications and Contract Documents will be provided to Bidders at no cost in electronic form (pdf). No hard copies will be provided by the Pico Water District for this bid.

**Examination of Site and Specifications:** Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his examination, a Bidder finds facts or conditions, which appear to him to conflict with the letter or spirit of the Contract Documents, or with any other data furnished to him, he may apply to the Owner for additional information and explanation before submitting his bid.

By submitting a Bid, the Bidder will be held to have personally examined the site, to have carefully read the specifications and to have satisfied their self as to their ability to meet all the difficulties attending the execution of the proposed Contract before the delivery of its proposal, and agrees that if they are awarded the Contract, they will make no claim against the Owner or Engineer based on ignorance or misunderstanding of the Contract provisions and site conditions.

**Project Administration:** All questions relative to this project shall be directed in writing, at least five (5) days prior to the opening of bids, to the Owner/Owner Representative for the project at the address shown below:

**Pico Water District**  
4843 S. Church Street  
P.O. Box 758 (mailing address)  
Pico Rivera, CA 90660  
Phone: (562) 692-3756  
Facsimile: (562) 695-5627  
Attention: Mark Grajeda, District Manager

**Date:** \_\_\_\_\_

**Pico Water District**

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

**Title:** General Manager



## INSTRUCTIONS TO BIDDERS

### **I-1 FORM OF BID AND SIGNATURE**

(a) The Proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as provided in the Notice Inviting Bids.

(b) Each bidder shall state the unit price or the specific sums, as the case may be, for which they propose to supply the labor, materials, supplies, or equipment, and perform the Work required by the Contract Documents. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price times the estimated quantity will be considered as representing the bidder's intention and the totals will be corrected to conform thereto.

(c) If the Proposal is made by an individual, it shall be signed and his or her full name and his address shall be given; if it is made by a partnership firm, it shall be signed with the partnership name by a partner of the firm, who shall also sign his or her own name, and the name and address of each partner shall be given; and if it is made by a corporation, the Proposal shall be signed on behalf of the corporation by its duly authorized officer or officers and attested by the corporate seal.

(d) Any bidder proposing on this project shall submit one (1) hard copy and one (1) electronic copy in pdf format on a flash drive (USB) of required bid documents, in a sealed envelope marked and addressed provided in the Notice Inviting Bids.

### **I-2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

If any person or entity contemplating the submittal of a bid for the proposed contract is in doubt as to the true meaning of any requirement of the Contract Documents, or they find any discrepancies in or omissions from the Contract Documents, they shall submit to the Engineer a written request for an interpretation or correction thereof. The written request must be received at least five calendar days prior to the date fixed for opening of bids. The person or entity making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions of drawings with a copy of each addition or change being furnished, through the Owner, to each prospective bidder.

### **I-3 PREPARATION OF THE PROPOSAL**

(a) Blank spaces in the Proposal and Bid Sheet(s) shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisos attached to a Proposal will render it informal or nonresponsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the bidder. Alternative Proposals will not be considered unless specifically requested.

(b) Any bidder may withdraw their Proposal before the hour fixed for opening bids, without prejudice to such bidder, by submitting a written request to the Owner for its withdrawal, and their Proposal will be returned unopened when reached in the procedure of

opening bids, or mailed to the bidder unopened, if they are not in personal attendance at the bid opening. No Proposal may be withdrawn after the hour fixed for opening of bids without rendering the Bid Security subject to retention by Owner as liquidated damages, and not as a penalty, in like manner as in the case of failure to execute the contract after award, as hereinafter provided. Unless otherwise specified in the Special Provision made a part of these Contract Documents, all bids shall be valid for a period of forty-five (45) days after Owner's bid opening date, notwithstanding any award of the contract by Owner to another bidder.

(c) No Proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All Proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The Owner reserves the right to waive any informality in any Proposal, to reject any or all Proposals, to reject one part of a Proposal and accept the other, and to make award to the lowest responsible bidder as the interest of the Owner may require. Each bid shall identify the surety or sureties which have agreed to furnish the required bonds.

#### **I-4 REGISTRATION OF CONTRACTORS**

Before submitting bids, Contractors shall be licensed in accordance with the provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California and shall provide proof of current licensing status as provided in the Proposal. The Contractor shall maintain the required license in good standing throughout the course of the Work and throughout the guarantee period.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bids will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, the Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the List of Subcontractors Form.

#### **I-5 LIST OF SUBCONTRACTORS FILED WITH BID**

In accordance with the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code of the State of California, each Proposal shall include the name and business address of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount greater than one-half of one percent (0.5%) of the principal Contractor's bid, and shall state the portions of the work which will be done by each such subcontractor. Any additional information required by the Owner regarding listed subcontractors may be provided by the bidder up to 24 hours after the hour set for opening bids. The Contractor shall not enter into any subcontract with a subcontractor which has been debarred by the Labor Commissioner pursuant to Sections 1777.1 and 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public

money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**I-6 BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall make, file, or be interested in more than one Proposal for the same work; provided, however, that a person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

**I-7 LOWEST RESPONSIBLE BIDDER**

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid. To receive favorable consideration, a bidder shall be required to present evidence that they or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty shall be essential requirements. The Owner shall have absolute discretion as to the evaluation of past work performance of any bidder, and its decision relating thereto shall be deemed correct and shall be conclusive and binding.

**I-8 BID SECURITY**

Each bidder shall submit with their bid, cash, an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached to the proposal, subject to the provisions of the Notice Inviting Bids. Said Bid Security shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to or for the benefit of the Owner as a guaranty that the bidder will, if an award is made to them in accordance with the terms of their Proposal, promptly execute a contract in the required form, secure payment of worker's compensation, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage, and such other information as may be required of bidder.

**I-9 LOCAL CONDITIONS**

(a) Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall make such investigation and review such records and drawings as they deem necessary to satisfy themselves that they are familiar with the condition and location of existing underground facilities and other potential sources of interference with the work contemplated under the Contract Documents. By providing access to drawings or other records in its possession, the Owner makes no representations or guarantees as to the accuracy of such drawings or records.

(b) Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Bidding Sheet(s). Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or its

assistants, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the Owner.

(c) The quantities of work or material stated in the unit-price items of the Bidding Sheet(s) are supplied only to give an indication of the general scope of the work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, but reserves the right to increase the amount of any unit-price item of the work by an amount up to and including twenty-five percent (25%) of any bid item(s), or to omit portions, or all of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price. The Owner, likewise, reserves the absolute right to delete quantities of work or material which are the subject of "lump sum" bids.

(d) Bidders shall not at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit-price items or lump sum items of the Bidding Sheet(s).

#### **I-10 EXECUTION OF CONTRACT**

A bidder to whom award is made shall execute a written contract with the Owner on the form of Agreement provided in the Contract Documents, secure the payment of worker's compensation, furnish good and approved bonds as required in the following paragraph, provide evidence of insurance, and provide a financial statement of other information requested by Owner pursuant to the Contract Documents, all in accordance with the provisions hereof within ten (10) days (not including Sundays or holidays), or such additional time as may be allowed by the Owner, from the date the Owner mails notice to the bidder, at the address provided in the proposal, that their proposal has been accepted. The failure or refusal of a bidder to whom award is made to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to ascertain. In the event of such failure or refusal to comply with the requirements of the Contract Documents, the Bid Security shall become the property of the Owner as liquidated damages and not as a penalty, and the award will be annulled. At the discretion of the Owner, a new award may be made to the second lowest responsible bidder and such bidder shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. A corporation to which an award is made shall be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

#### **I-11 BONDS**

(a) In conformance with the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time specified in Section I-10 hereof, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Contract Documents. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be on the mandatory form included as a part of these Contract Documents, and shall be in an amount that is not less than one hundred percent (100%) of the total amount payable under the Contract Documents.

(b) Within the time specified in Section I-10 hereof, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the Owner, in accordance with the provisions of Titles 1 and 3, applicable, of Part 6 of Division 4 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560. Said Payment Bond shall be in a sum not less than one hundred percent (100%) of the total amount payable under the Contract Documents. The form of Payment Bond set forth in these Contract Documents is a mandatory form.

(c) Within the time specified in Section I-10 hereof, the bidder to whom the contract is awarded shall also furnish a Maintenance & Guarantee Bond, approved by the Owner, in accordance with the provisions of Titles 1 and 3, applicable, of Part 6 of Division 4 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560. Said Maintenance and Guarantee Bond shall be in a sum not less than ten percent (10%) of the total amount payable under the Contract Documents. The form of Maintenance and Guarantee Bond set forth in these Contract Documents is a mandatory form. Instead of providing such a Bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until expiration of the guarantee.

(d) The surety or sureties on all bonds furnished must be satisfactory to the Owner. The bidder to whom the contract is awarded shall provide copies of the surety insurer's most recent annual and quarterly statement filed with the California Department of Insurance, and a certified copy of the Certificate of Authority issued by the Department of Insurance. Any power of attorney provided, evidencing the authority of the person executing the bonds to bind the surety, shall be an unrevoked power, and shall be an original or a certified copy of the original. If during the continuance of the contract any of the sureties in the sole discretion of the Owner are or become insufficient, the Owner may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within fifteen (15) days after written notice, and in default thereof the contract may be suspended and the work completed as provided in the General Conditions. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at their own cost and expense.

## **I-12            LIABILITY INSURANCE**

(a) A bidder to whom the contract has been awarded shall furnish to the Owner a policy or certificate of protective liability insurance in which the Owner and the Owner's Engineer shall be named as additional insureds with the bidder. The policy shall insure the Owner and the Engineer and each of their officers, employees, agents and volunteers as additional named insureds; the bidder, its employees and its subcontractors and each of their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the Work to be performed and shall remain in full force and effect until the Work is accepted by the Owner. The bidder shall also provide such additional named insured endorsements [Insurance Services Office (ISO) Form Number CG 2010 or equivalent] as may be required by the Owner, in the Owner's sole discretion.

The Owner, and the Engineer and each of their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises

owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded the additional insureds.

(b) The above-referenced insurance policy (or policies) shall be furnished at the bidder's expense, in a form and with insurance companies authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the Owner. If Best's is no longer published, comparable ratings must be provided from a service acceptable to Owner. Such insurance, in addition to the multiple additional named insured endorsements set forth above, shall be commercial general liability insurance in the amounts set forth below, and shall contain additional endorsements as follows: (i) Providing blanket contractual liability coverage for the bidder's indemnification obligations to Owner and others pursuant to the Contract Documents; (ii) Providing coverage for explosion, collapse, underground excavation and removal of lateral support; (iii) Providing that the insurance may not be canceled or reduced until 30 days after the Owner and its Engineer have actually received written notice of such cancellation or reduction; (iv) Providing "cross liability" or "severability of interest" coverage for all insureds under the policy or policies; and (v) Providing that any other insurance maintained by Owner, the Engineer or any other named insured is excess insurance, and not contributing insurance with the insurance required herein. The amount of coverage shall be no less than the following:

- (1) General bodily injury and property damage—\$2,000,000 per occurrence.
- (2) Automobile bodily injury and property damage—\$2,000,000 per occurrence, including owned, non-owned and hired autos, and providing coverage for loading and unloading.

The bidder shall, within the time specified in Section I-10 hereof, file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all required insurance. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate(s) of insurance (Accord Form 25-S or equivalent) reflecting the existence of the required insurance. If required by the Owner, the bidder shall furnish a complete copy of the policy or policies, and all endorsements thereto. Commercial general liability insurance must include Owner's and Contractor's Protective Coverage, Products—Completed Operations Coverage, Premises—Operations Coverage, and must provide for coverage of Owner's facilities during the course of construction. Notwithstanding the foregoing, bidder is not hereby required to provide insurance with respect to liability for damages resulting solely from error or omission in design which is not due to or contributed to by negligence or fault of the contractor, its subcontractors, agents, employees or officers.

**I-13 ASSIGNMENT OF CONTRACT**—The Contractor shall not assign the Contract Documents or any part thereof, or any funds to be received, without the prior written approval of both the Owner and Surety. Notwithstanding the foregoing, and to the extent permitted by law, Owner has the absolute right to refuse, on any ground or no grounds, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

**I-14 NON-COLLUSION AFFIDAVITS**—In accordance with the provisions of Section 7106 of the Public Contract Code, each bidder shall execute and submit with their bid a Non-Collusion Affidavit in the form attached to the Proposal. Additionally, the principal contractor shall secure from each proposed subcontractor a Non-Collusion Affidavit in the form attached to the Agreement.

**I-15 FINANCIAL STATEMENT**—In the course of evaluating the capacity and competence of a bidder to perform the Work, the Owner may require any bidder to furnish a recent statement of their financial condition or such other evidence of their qualifications as may be requested by the Owner. If a bidder fails to promptly furnish the information requested, it shall be considered sufficient grounds for rejection of such bidder's entire bid.

# PROPOSAL

## WELL #8 DISCHARGE LINE PROJECT

Date: \_\_\_\_\_

TO THE PICO WATER DISTRICT:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the following work: "Well #8 Discharge Line Project" (the "Work"); and they further propose and agree that, if this Proposal is accepted, they will contract in the form and manner stipulated to perform the Work called for by the other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in Section 2.3 of the General Conditions, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time;

2. The undersigned, by investigation at the site of the Work, by review of any records available for inspection at the offices of utilities in the area affected by the Work, at any applicable public works departments, and otherwise, is satisfied as to the nature and location of the Work and is fully informed as to all conditions and matters which can in any way affect the Work or the cost thereof, including the location of all underground facilities in the area affected by the Work;

3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in this Proposal and further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal;

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after Owner's notice of acceptance of this Proposal; and further that this Proposal may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof, notwithstanding the award of contract to another bidder.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person,



firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. In conformance with current statutory requirement of the Labor Code of the State of California, the undersigned certifies as follows:

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

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Sheet(s) upon which award of contract will be made.

The undersigned bidder declares that the license held by them is theirs, is current and valid, and is in a classification appropriate to the work to be undertaken.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at \_\_\_\_\_, California.

Dated \_\_\_\_\_ 2021

Bidder: \_\_\_\_\_

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

Title: \_\_\_\_\_

Bidder's Address:

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

(Corporate Seal or Notarial Acknowledgements  
Of Signature – If partnership or proprietorship)

Corporation organized under the laws  
of the State of \_\_\_\_\_

Contractor's License(s): \_\_\_\_\_

Expiration Dates: \_\_\_\_\_

Surety or sureties:

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED, AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IS FILED WITHIN THREE YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

**BID SCHEDULE**

Name of Bidder \_\_\_\_\_

The undersigned, having examined the proposed Contract Documents, Plans and Specifications for the Well #8 Discharge Line Project, having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents.

<b><u>BID SCHEDULE</u></b>					
<b>WELL #8 DISCHARGE LINE PROJECT BASE BID</b>					
<b>NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Mobilization (5% Maximum)	1	LS	\$	\$
2	Sawcut & Remove Ex. and Construct 24" Catch Basin (NDS 2410) with Steel Traffic Cover (or Approved Equal)	4	EA	\$	\$
3	Construct 6" PVC Drain Pipes (Schedule 40)	233	LF	\$	\$
4	Sawcut & Remove Ex. and Construct New 4" PCC Sidewalk over 5" CMB per SPPWC Std. Plan 112-2	640	SF	\$	\$
5	Sawcut & Remove Ex. and Construct New PCC Curb Ramp per SPPWC Std. Plan No. 111-5, Type 3, Case A, with Retaining Curb (As Needed) & Detectable Warning Devices per Federal and State ADA Requirements	1	EA	\$	\$
6	Join Two 6" PVC Pipe to Ex. Catch Basin per SPPWC Std. Plan No. 335-2	2	EA	\$	\$

**BID SCHEDULE**

**WELL #8 DISCHARGE LINE PROJECT  
BASE BID (continued)**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
7	Construct 12" PVC Drain Pipe (Schedule 40)	5	LF	\$	\$
8	Replace Asphalt Concrete (AC) in Kind (+1" of Existing AC)	65	SF	\$	\$
9	Traffic Control	1	LS	\$	\$
10	Pothole Existing Utilities	1	LS	\$	\$

**TOTAL BASE BID (in figures)**     \$ \_\_\_\_\_

**TOTAL BASE BID (in words)**     \_\_\_\_\_

- NOTES:
1. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
  2. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the Contractor and attached herewith.
  3. The price bid shall include all State, Federal and other taxes applicable to the project and shall be a firm offer for a period of 45 days after the date of bid opening.
  4. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor.

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Date of Expiration

(Seal – If Bid is by a Corporation)

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Amount of Certified Check of Bidder's Bond

\_\_\_\_\_  
Name of Bonding Company

Bond No. \_\_\_\_\_

**BIDDER'S BOND**

**WELL #8 DISCHARGE LINE PROJECT**

(NOTE) The following is to be used in case cash, cashier's check or certified check accompanies bid. Accompanying this proposal is a certified check or cashier's check payable to the order of the PICO WATER DISTRICT, or cash in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The proceeds of the same shall become the property of said Pico Water District. If, in case this proposal shall be accepted by the Pico Water District, through the District Board of Directors, the undersigned shall fail to execute a contract with and furnish the sureties required by the Pico Water District within the required time; otherwise, the same is to be returned to the undersigned.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

(NOTE) If the bidder desired to submit bond with proposal instead of certified check, cashier's check, or cash, have the following form executed.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_ as principal;

Residence Address \_\_\_\_\_ Phone \_\_\_\_\_

Business Address \_\_\_\_\_ Phone \_\_\_\_\_

and \_\_\_\_\_

\_\_\_\_\_ a duly authorized corporate surety;

Business Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ are

held and firmly bound unto the Pico Water District, situated in the State of California in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) for the payment of

which sum, well and truly to be made, we bind ourselves and each of our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal \_\_\_\_\_ about to hand in and submit to the Board of Directors of the Pico Water District, the foregoing bid or proposal, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the notice of advertisement attached to said bid or proposal.

NOW, THEREFORE, if the said bid or proposal of the said principal shall be accepted, and the

work awarded to \_\_\_\_\_ thereupon by said Pico Water District and if the principal \_\_\_\_\_ shall fail or neglect to enter into a contract therefore within the required time, and to execute adequate bonds to the satisfaction of the Pico Water District with a duly authorized corporate surety conditioned for the faithful performance of such contract and the case required by statute, then in that case the undersigned obligators will pay the

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
as liquidated damages for such failure and neglect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Corporate Surety

All signatures must be notarized. Attach principal and surety acknowledgements hereto.

**IMPORTANT – companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.**

Bond No. \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, PICO WATER DISTRICT (hereinafter referred to as "District") has awarded to \_\_\_\_\_ (hereinafter referred to as the "Contractor") an agreement for **WELL #8 DISCHARGE LINE PROJECT** (hereinafter referred to as the "Project").

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

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

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

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

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees incurred by the District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty



workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

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

(Corporate Seal)

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

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

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charges, \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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

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

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

## Notary Acknowledgment

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

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

<p>Individual                  Corporate Officer</p> <hr/> <p style="text-align: center;">Title(s)</p> <p>Partner(s)                      Limited                      General</p> <p>Attorney-In-Fact                  Trustee(s)                  Guardian/Conservator                  Other:</p> <p>Signer is representing:                  Name Of Person(s) Or Entity(ies)</p> <hr/>	<hr/> <p style="text-align: center;">Title or Type of Document</p> <hr/> <p style="text-align: center;">Number of Pages</p> <hr/> <p style="text-align: center;">Date of Document</p> <hr/> <p style="text-align: center;">Signer(s) Other Than Named Above</p>
---	---

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

## Notary Acknowledgment

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

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

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

- Partner(s)  Limited
- Attorney-In-Fact  General

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

- Trustee(s)
- Guardian/Conservator
- Other:

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

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

\_\_\_\_\_

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

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

**END OF PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, PICO WATER DISTRICT (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_, has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal"), a contract for the work described as follows: **WELL #8 DISCHARGE LINE PROJECT** (the "Project"); and

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

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees, and investigation expenses.

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

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

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

(Corporate Seal)

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

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

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charges, \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney)

## Notary Acknowledgment

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

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer  _____ Title(s)	_____ Title or Type of Document
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	_____ Number of Pages
<input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator Other:	_____ Date of Document
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ Signer(s) Other Than Named Above

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

## Notary Acknowledgment

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

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

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

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

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

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

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

#### DESCRIPTION OF ATTACHED DOCUMENT

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

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

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

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

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

**END OF PAYMENT BOND**



## INFORMATION REQUIRED OF BIDDER

### EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. **Failure to comply with this requirement will render the proposal informal and may cause its rejection.** Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

Equipment/Material

Manufacturer/Supplier

INFORMATION REQUIRED OF BIDDER

SITE INSPECTION -- Describe when, by whom, and in what manner (a) the site for this proposed work was inspected (NOTE: Failure to demonstrate diligent effort in ascertaining local conditions which may affect the Work will render this Proposal informal or nonresponsive and may result in its rejection):

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**CONTRACTOR'S LICENSING STATEMENT**

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number(s), Type(s) and Expiration Date(s): \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name of Individual Contractor (print or type): \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Business Address: \_\_\_\_\_

or

Name of Partnership or Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature, name, title and address of partners signing on behalf of the partnership:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_

or

Name of Corporation: \_\_\_\_\_

Business Address: \_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Signature of the President of Corporation

**SEAL**

\_\_\_\_\_  
Signature of Secretary of Corporation

**NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE ATTACHED TO THIS PROPOSAL.**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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

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

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

Name of Bidder: \_\_\_\_\_

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

Bidder further acknowledges:

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

**LIST OF SUBCONTRACTORS**

The bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California.

Subcontractors must be listed if they will provide work, labor or service in an amount in excess of one-half (1/2) of one percent (1%) of the total bid.

**THAT PORTION OF THE WORK TO BE PERFORMED BY SUBCONTRACTORS SHALL, IN THE AGGREGATE, NOT EXCEED 40% OF ALL WORK PERFORMED, BASED UPON THE TOTAL DOLLAR VALUE OF THE WORK.**

Subcontractor	License No. & Type & DIR Reg. No.	Main Office Address	% of Total Dollar Value Work	Description of Subcontract

MANDATORY FORM  
TO BE EXECUTED BY EACH BIDDER

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and  
says that he/she is \_\_\_\_\_

of \_\_\_\_\_, the party submitting a  
bid for a contract covering \_\_\_\_\_

[NAME]  
(SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.)  
[IDENTITY OF BIDDER]  
that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the bid price of said bidder or any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

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

Signed: \_\_\_\_\_

\_\_\_\_\_  
[TITLE]

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

## AGREEMENT

### Well #8 Discharge Line Project

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between Pico Water District, a public corporation organized and existing under the provisions of the Water Code of the State of California, hereinafter referred to as "Owner," and \_\_\_\_\_, hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined in the Notice Inviting Bids, are hereby incorporated in and made a part of this Agreement as though fully set forth herein.

2. In consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to construct the **Well #8 Discharge Line Project**, as specifically set forth in said Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.

3. The Contractor shall provide for payments on all required insurance policies and shall obtain all necessary permits and licenses. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated in this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for completing the Work within the time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive in full compensation therefor, the prices set forth in the accepted Proposal. The total compensation to be paid shall be computed on the basis of the units of work actually performed in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Sheet(s) for completion of the Work. All time limits stated in the Contract Documents are of the essence of this Agreement.

4. The Owner agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

5. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner. The Work under this Agreement shall be completed to the approval and entire satisfaction of the Owner and its Engineer.

6. To the fullest extent permitted by law, the Contractor shall immediately defend and indemnify and hold harmless the Owner, and its Engineer and their respective directors, officers, employees, agents and volunteers, and each of them from and against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including, the Owner, the Engineer, and/or the Contractor, or any of their directors, officers, employees, agents or volunteers, and damages to or destruction of property of any person, including but not limited to, the Owner, the Engineer and/or the Contractor and any of their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused, regardless of any negligence of the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Owner, its Engineer, or any of their directors, officers, employees, agents or volunteers; upon tender by the Owner, Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against Owner, its directors, officers, agents, employees or volunteers, notwithstanding whether Contractor's liability is or can be established.

b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers.

Contractor's obligation to indemnify shall survive the termination or completion of the Work for the full period of time allowed by law and shall not be restricted by the insurance requirements of these Contract Documents or to insurance proceeds, if any, received by the Owner, or its directors, officers, employees, agents or volunteers.

Contractor's defense and indemnity obligation herein includes, but is not limited to, damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.





**REGULAR MEETING OF THE BOARD OF DIRECTORS  
PICO WATER DISTRICT  
4843 S. Church Street  
Pico Rivera, California, 90660**

**6:00 PM Wednesday, November 17, 2021**

**AGENDA**

**7. ACTION/DISCUSSION ITEMS.**

- B. Discuss Governor Newsom Signing of Climate Resilience Package. *Oral Report.*

# Newsom Signs \$15 Billion Climate Resilience Package

A climate resilience funding package signed by Gov. Gavin Newsom Sept. 23 included 24 bills covering a wide range of areas of interest to ACWA member agencies, including water quality, drought resilience and wildfire prevention and forest health.

It appropriates more than \$15 billion in budget year 2021-'22 for climate resilience and includes a \$1.5 billion wildfire and forest resilience package that builds on a \$536 million early action package in April, ahead of peak fire season. An additional \$988 million in 2021-'22 will fund projects to reduce wildfire risk and improve the health of forests and wildlands.

The package also includes the following funding allocations specifically related to water and wastewater issues included in SB 170 by Sen. Nancy Skinner (D-Berkeley):

- \$650 million for drinking water projects
- \$650 million for wastewater projects
- \$200 million for small community drought relief
- \$200 million for multibenefit projects
- \$200 million for groundwater cleanup and water recycling projects
- \$30 million for PFAS remediation

- \$197 million for the Urban Flood Risk Reduction Program
- \$180 million for Sustainable Groundwater Management Act implementation
- \$165 million to the California Natural Resources Agency for water resilience projects that improve environmental conditions to promote recovery of native fish species in the Sacramento-San Joaquin watershed
- \$100 million for urban community drought relief
- \$100 million for water conveyance projects
- \$101 million to the Department of Water Resources for immediate drought support
- \$25 million for watershed climate studies
- \$20 million for an Aqueduct Solar Panel Pilot Study
- \$50 million to the Department of Conservation to implement the Multibenefit Land Repurposing Program for groundwater sustainability projects that reduce groundwater use, repurpose irrigated agricultural land, and provide wildlife habitat
- \$40 million for the Salton Sea

ACWA Executive Director Dave Eggerton issued the following statement on Sept. 23 in response to Newsom's signing the funding package.

"ACWA applauds the foresight demonstrated by the Legislature and the Governor in making possible this long-term commitment to building climate resilience. Our ability to effectively respond to the drought we are experiencing today and those to come requires state and federal investment in every tool in the toolbox of local water management. This ranges from conservation efforts to improving the aging infrastructure that stores and delivers our state's water supplies, as well as enhancing the operation of those systems by embracing innovation such as Forecast-Informed Reservoir Operations (FIRO). The state's actions today to invest in water infrastructure will ultimately make a generational difference in how we achieve climate resilience by protecting our environment and sustaining our quality of life," Eggerton stated.

"Today marks a significant step toward successfully answering the many challenges inherent to climate change adaptation, and ACWA encourages the investment of additional funding to strengthening California's water resilience." ♦

## Suspension of Water Service Shutoffs Extended to End of Year

The statewide prohibition of water service shutoffs has been extended until Dec. 31, 2021.

Newsom issued an Executive Order on March 4, 2020, that suspended the authority of urban and community water systems to discontinue residential water service. The action was in response to the then-emerging COVID-19 crisis. He signed a bill last month that extended the order.

The original order explicitly stated that it did not eliminate the obligation of water customers to pay for water service,

prevent a water system from charging a customer for such service, or reduce the amount a customer already may owe to a water system.

The State Water Resources Control Board also recently adopted draft guidelines that would establish the regulatory process and criteria for the distribution of \$985 million in COVID-19 relief funding for water arrearages. More information about the California Water and Wastewater Arrearage Payment Program is available at [www.waterboards.ca.gov/arrearage\\_payment\\_program](http://www.waterboards.ca.gov/arrearage_payment_program).

ACWA and other statewide water associations have strongly advocated to secure federal funding and state appropriation of California's share of that funding through the state budget process to assist with COVID-19-related customer arrearages. ACWA and the other associations also provided input into how the state should distribute the funding in an equitable and efficient manner to community water systems and wastewater treatment providers. ♦

# **INFORMATIONAL ITEMS**

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
PICO WATER DISTRICT  
4843 S. Church Street  
Pico Rivera, California, 90660**

**6:00 P.M. Wednesday, November 17, 2021**

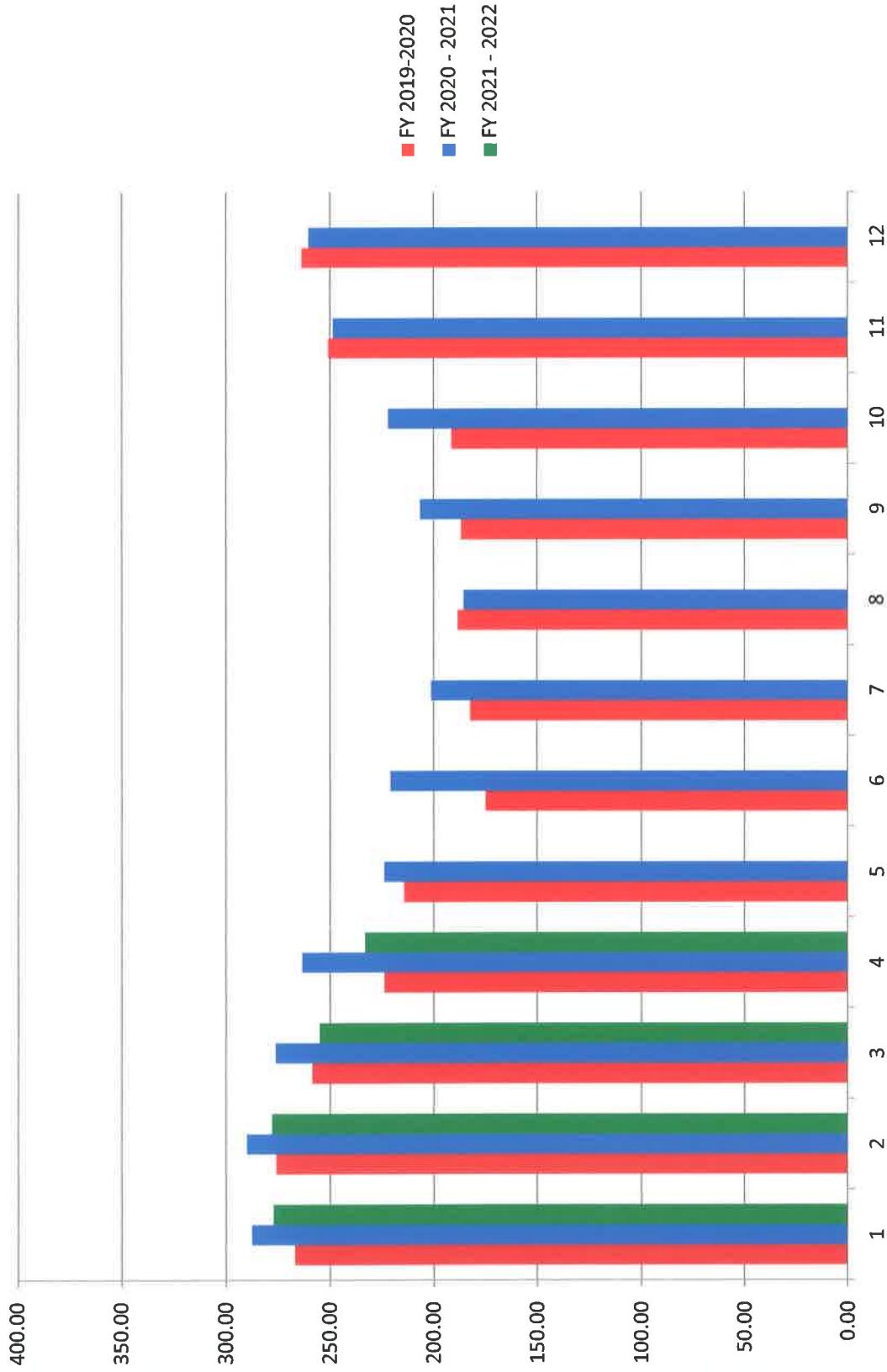
**AGENDA**

**9. INFORMATIONAL ITEMS.**

- A. Production & Water Level Report.
- B. Monthly Activity Report.
- C. Reservoir Conditions – October 13, 2021 and November 9, 2021.

# PWD Water Production per Fiscal Water Year

Acre Feet



# WATER LEVELS REPORT

## Water Levels for October 2021

Listed below are the water levels for the two key monitoring wells used by the Water Replenishment District of Southern California (WRD), and the District's active wells.

WRD is charged with monitoring the water levels in both the Central Basin and West Coast Basin, and with making sure both basins are replenished annually. As a means of monitoring the levels in both basins WRD measures the depth of water in two specific wells, 1601T located in between the San Gabriel River and the Rio Hondo spreading grounds, and the second Carson #1 located in the City of Carson. WRD compares the levels of these two wells month to month, and year to year as a means of gaging the reliability of both basins (levels listed are in feet below surface). As this report is specific to the Central Basin, we are only showing the Central Basin Monitoring Well results below.

	October 2021	October 2020
Central Basin 1601T	99.1	97.8
Carson Well	63.66	65.27

Listed below are the static and pumping levels (in feet below surface) for the District's five active wells, and pump settings (depth).

	October 2021		October 2020		
	<u>Static</u>	<u>Pumping</u>	<u>Static</u>	<u>Pumping</u>	<u>Pump depth</u>
Well #4	90	Off	64	128	150
Well #5	119	132	94	103	242
Well #8	101	Off	96	116	243
Well #10	86	100	58	77	182
Well #11	102	119	79	111	312

NOTE:

Annual Activity Report

2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
1 Mainline leaks	0	0	0	0	0	0	1	0	0	0			1
2 Service line leaks	1	2	4	1	2	3	0	4	4	3			24
3 Meter leaks	1	3	3	2	1	1	2	5	2	7			27
4 Number of Valves exercised	8	26	33	16	23	14	11	15	5	8			159
5 Well issues	0	0	0	0	0	0	0	0	0	0			0
6 Hit FH	0	0	3	0	1	0	0	0	0	0			4
7 Accidents	0	0	0	0	0	0	0	0	0	0			0
8 Installation / Replacement of new meters	1	10	12	5	15	1	3	8	15	7			77
9 Replacement of new service laterals	0	0	0	0	0	0	0	0	0	0			0
10 Installation / Replacement of new valves	0	0	0	0	0	0	0	0	0	0			0
11 Hydrant Repair & Replace	0	0	1	2	0	0	0	0	1	1			5
12 Installation of new mains	1	1	1	0	1	0	0	0	0	0			4
13 New potable services	1	0	0	0	0	0	0	0	0	0			1
14 New recycled water services	0	0	0	0	0	0	0	0	0	0			0

Billing Issues

1 Water Shortage Compliants	0	0	0	0	0	0	0	0	0	0			0
2 Billing complaints	0	0	0	0	0	0	0	0	0	0			0
3 Water quality complaints	0	0	0	0	0	0	0	0	0	0			0

Water Conservation Violations

1 Wtr. Conserv. Viol. 1 Warning	0	0	0	0	0	0	0	0	0	0			0
2 Wtr. Conserv. Viol. 2 Warning	0	0	0	0	0	0	0	0	0	0			0
3 Wtr. Conserv. Viol. 3 Fine	0	0	0	0	0	0	0	0	0	0			0
4 Wtr. Conserv. Viol. 4 Fine	0	0	0	0	0	0	0	0	0	0			0
5 Wtr. Conserv. Viol. 5 Fine & Subsequent	0	0	0	0	0	0	0	0	0	0			0

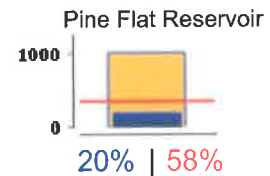
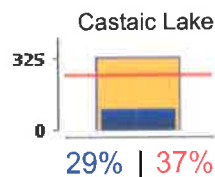
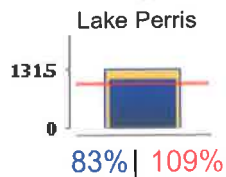
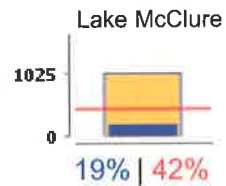
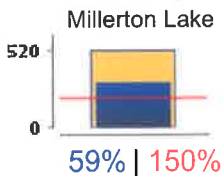
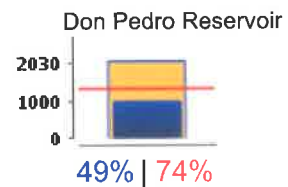
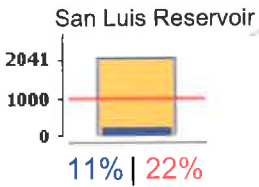
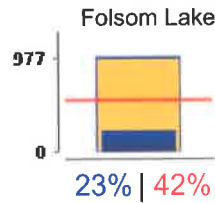
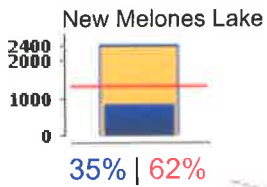
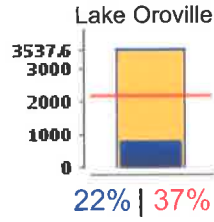
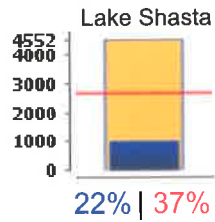
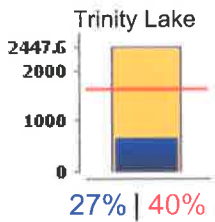
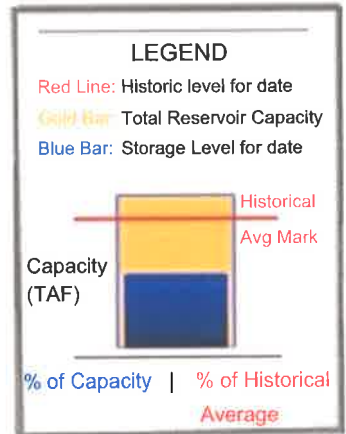




# CURRENT RESERVOIR CONDITIONS

## SELECTED WATER SUPPLY RESERVOIRS

Midnight: October 13, 2021





# CURRENT RESERVOIR CONDITIONS

## SELECTED WATER SUPPLY RESERVOIRS

Midnight: November 9, 2021

