



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

May 22, 2024

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

CYNTHIA SANCHEZ
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

VINCENT DINO
Division 5

**AGENDA FOR REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE**

TUESDAY, MAY 28, 2024

6:00 p.m.

NOTES: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Danielle Henry at 661-947-4111 x1059 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Danielle Henry at 661-947-4111 x1059 with your request. (PWD Rules and Regulations Section 4.03.1 (c))

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Danielle Henry al 661-947-4111 x1059 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c))

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District’s office located at 2029 East Avenue Q, Palmdale or on the District’s website at <https://www.palmdalewater.org/governance/board-activity/2023-meeting-agendas-minutes/> (Government Code Section 54957.5). Please call Danielle Henry at 661-947-4111 x1059 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to conduct its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.



- 5) Presentations:
 - 5.1) None at This Time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 6.1) Approval of Minutes of Regular Board Meeting held May 13, 2024.
 - 6.2) Payment of Bills for May 28, 2024.
- 7) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and Possible Action on Award of Contract to Bill’s Landscaping for the Construction of the Conservation and Education Garden Phase II. (\$205,000.00 – Budgeted – Project No. 20-703 – Resource and Analytics Supervisor Bolanos)
 - 7.2) Consideration and Possible Action on Approval of Agreement with Capture6 for the Brine Management Demonstration Area (Phase 1) and the Full-Scale Capture6 Facility (Phase 2). (No Budget Impact – Engineering Manager Rogers)
 - 7.3) Consideration and Possible Action on Approval of Contract Amendment No. 1 with Wigen Water Technologies to Finalize the Cost of Microfiltration Equipment for the Pure Water Demonstration Facility. (\$177,522.27 – Not-to-Exceed – Budgeted – Project No. 22-656 – Engineering Manager Rogers)
 - 7.4) Consideration and Possible Action on Authorizing Staff to Enter into a Contract with W.M. Lyles Company for the Construction of the Pure Water AV Demonstration Facility. (\$24,750,983.00 – Budgeted – Project No. 22-656 – Engineering Manager Rogers)
 - 7.5) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance within Budget Amounts Previously Approved in the 2024 Budget:
 - a) None at This Time.
- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Standing Committees; Organization Appointments; Agency Liaisons:
 - 1) Antelope Valley East Kern Water Agency (AVEK) Meeting – May 14. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)
 - 2) Palmdale Recycled Water Authority (PRWA) – May 20. (Director Kellerman/Director Wilson/President Mac Laren-Gomez, Alt.)
 - 3) Finance Committee Meeting – May 21. (Director Wilson, Chair/Director Kellerman/Director Sanchez, Alt.)
 - b) General Meetings Reports of Directors.

- 8.2) Report of General Manager.
 - a) May 2024 Written Report of Activities through April 2024.
- 8.3) Report of General Counsel.
- 9) Board Members' Requests for Future Agenda Items.
- 10) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dh



BOARD MEMORANDUM

DATE: May 28, 2024
TO: BOARD OF DIRECTORS
FROM: Mrs. Claudia Bolanos, Resource and Analytics Supervisor
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION ON AWARD OF CONTRACT TO BILL'S LANDSCAPING FOR THE CONSTRUCTION OF THE CONSERVATION AND EDUCATION GARDEN PHASE II. (\$205,000.00 – BUDGETED – PROJECT NO. 20-703 – RESOURCE AND ANALYTICS SUPERVISOR BOLANOS).***

Recommendation:

Staff recommends that the Board award the contract to Bill's Landscaping for the construction of the Conservation and Education Garden Phase II.

Alternative Options:

The alternative is to reject the bid and rebid the project, or to not complete the project.

Impact of Taking No Action:

If we take no action, we could lose our Department of Water Resources Grant and not have a completed conservation garden area near the Palmdale Water District headquarters.

Background:

PWD received a grant from the Department of Water Resources in June of 2022 to remove all water-intensive turf and shrubs around PWD headquarters and to install a water-wise landscape that would be used as a Conservation Garden. The ultimate purpose of the grant was to reduce water use and teach others of water-wise landscapes they can incorporate in their own homes.

Staff solicited bids for the second phase of the Conservation and Education Garden, and we received one bid from Bill's Landscaping for \$205,000.00. The grant will cover the whole cost of this work.

The work will include the removal of all turf and shrubs, the installation of 19 different drought tolerant plants, and the installation of gravel, boulders, river rocks, and pavers. A water saving irrigation system will be installed that will ensure the viability of all new plants and existing trees.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability.

This item directly relates to the District's Mission Statement.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: Conservation and Education Garden Phase II

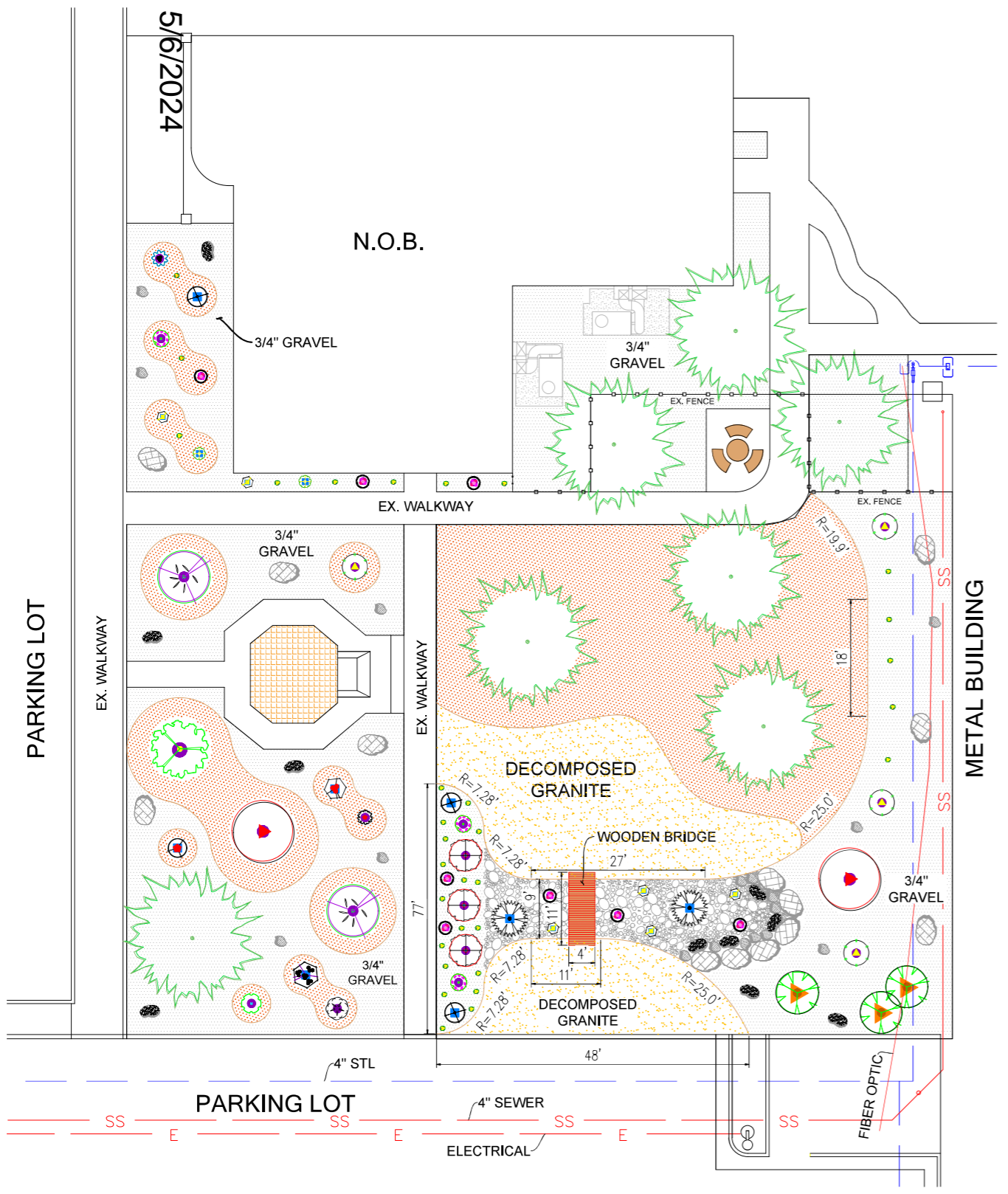
May 28, 2024

Budget:

This item is budgeted under Project No. 20-703.

Supporting Documents:

- Conservation and Education Garden Phase II Plans
- Proposal package from Bill's Landscaping.



PLANT KEY

NOTE: PLANT SIZES ARE RECOMMENDATIONS, PLANT SELECTION MAY CHANGE DUE TO AVAILABILITY

- Trachycarpus fortunei*
Windmill Palm
Existing- Protect in Place
- Caesalpinia pulcherrima* (3) 5 gal.
Red Bird of Paradise Bush
Size: 6'h x 6'w
- Hesperaloe parviflora* (1) 5 gal.
Red Yucca
Size: 3-5'h x 4-6'w
- Dasylinon wheeleri* (4) 5 gal.
Desert Spoon
Size: 5-6'h x 3-4'w
- Euphorbia rigida* (1) 5 gal.
Spurge
Size: 1-2'h x 2-3'w
- Yucca rigida* (2) 5 gal.
Blue Yucca
Size: 12'h x 8'w
- Yucca filamentosa* (2) 5 gal.
Adams Needle Yucca
Size: 2.5'h x 5'w
- Psilostrophe cooperi* (1) 5 gal.
Wooly paperflower
Size: 2'h x 4'w
- Salvia greggii* Red (1) 5 gal.
Red Autumn Sage
Size: 2-3'h x 2-3'w
- Leucophyllum frutescens* (1) 5 gal.
Texas Sage
Size: 6-10'h x 6-10'w
- Gomphrena* (3) 5 gal.
Globe Amaranth
Size: 0.5-4'h x 0.5-2'w
- Castilleja exserta* (2) 5 gal.
Purple Owl's Clover
Size: 1.5'h x 1'w
- Baileya multiradiata* (6) 5 gal.
Desert Mangold
Size: 1-2'h x 2'w
- Plastystemon californicus* (3) 5 gal.
Cream Cup
Size: 0.5-1'h x 0.5'w
- EXISTING TREE
Protect in Place
- Fouquieria splendens* (2) 5 gal.
Ocotillo Cactus
Size: 12'h x 10'w
- Agapanthus africanus* (8) 5 gal.
African Lily
Size: 1.5-2'h x 1.5-2'w
- Rudbeckia* (1) 5 gal.
Black-eyed Susan
Size: 3'h x 4'w
- Echinacea* (3) 5 gal.
Cone Flowers
Size: 2-3'h x 1-1.5'w
- Gaillardia* (1) 5 gal.
Blanket Flower
Size: 2'h x 2'w
- Salvia clevelandii* (1) 5 gal.
Cleveland Sage
Size: 3-5'h x 5-8'w

GRAVEL

- 3/4" Gravel: Dark Brown/Red
Quantity: 3,750 SF
- 3/4" Gravel: Light Brown
Quantity: 5,750 SF
- Decomposed Granite: Light Brown
Quantity: 1,600 SF
- Metal Divider: Light Brown
Quantity: 675 LF

BOULDERS

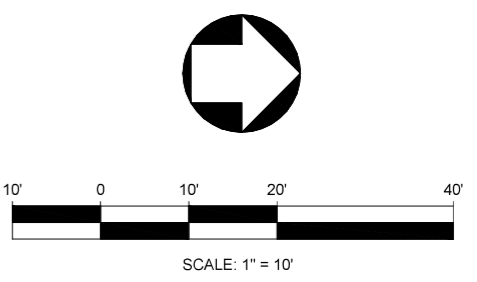
- BURY 1/3 FOR A NATURAL LOOK. SEE PLAN FOR LOCATIONS.
- 12-18"
 - 18-24"
 - 30-36"
 - DRY RIVER BED- ARIZONA RIVER ROCK
QUANTITY: 600 SF

PAVERS

- 1.6" Pavers: Limestone
Quantity: 180 SF

OTHER MATERIALS

- Picnic Table: Round Metal/Epoxy (Brown)
Quantity: 1
Match existing table at the east entrance of the main office building.
- Irrigation System: Drip Bubbler
Quantity: As needed to support existing trees and new plants.
- Wooden Bridge: Cedar Stain Finish
Dimensions: 4' x 11'



UNDERGROUND SERVICE ALERT
CALL TOLL FREE
811
CALL TWO WORKING DAYS BEFORE YOU DIG.

UNDERGROUND UTILITIES
BEFORE STARTING EXCAVATION, THE CONTRACTOR SHOULD CONTACT:

THE GENERAL TELEPHONE COMPANY,
UNDERGROUND SERVICE ALERT
TELEPHONE: 1-800-422-4133

SBC
UNDERGROUND SERVICE ALERT
TELEPHONE: 510-645-2929

THE SOUTHERN CALIFORNIA GAS COMPANY
MR. PHIL CHURCH
TELEPHONE: 1-661-948-1526

THE SOUTHERN CALIFORNIA EDISON COMPANY
MR. DAVE RUPP
TELEPHONE: 1-661-945-9335

ENGINEER'S NOTICE TO CONTRACTOR:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY, PIPE, OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THIS MAP. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS DRAWING. PRIOR TO EXCAVATION THE CONTRACTOR SHALL CALL TOLL FREE 800-422-4133 TO VERIFY THE UNDERGROUND LOCATION OF UTILITIES.

REVISIONS			
DRAWN BY: D.M.	DATE: 5/6/2024	DRAWN BY: <i>[Signature]</i>	DATE: 5/6/2024
APPROVED BY:	DATE:	APPROVED BY:	DATE: 5/6/2024
ADDENDUM 1- UPDATED MATERIAL QUANTITIES BASED ON DESIGN CHANGES TO THE MATERIAL DIVIDERS. ADDED A QUANTITY FOR METAL DIVIDERS.			

PALMDALE WATER DISTRICT
2029 EAST AVENUE Q, PALMDALE, CALIFORNIA 93550
(661) 947-4111

P.W.D. WORK ORDER NO. 20-703

2029 E. AVENUE Q CONSERVATION GARDEN IMPROVEMENTS	2R OF 2
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PROPOSAL

BIDDER'S DECLARATION SPECIFICATION NO. 20-703

Gentlepersons:

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 construction of the interior building improvements as specifically set forth in documents entitled **Specification No. 20-703** - _____ together with addenda thereto, all as set forth on the drawings and in the specifications and other Contract Documents (hereinafter 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 all the Work called for by drawings, specifications, and 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.

(check one)

- Cash
- Cashier's check
- Certified check
- Bid Bond

properly made payable to Palmdale Water District, hereinafter designated as the Owner, for the sum of \$20,500 _____ which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds and insurance if awarded the contract and, in case of failure to do so within the time provided, the

(check one)

- cash shall be retained as liquidated damages by the Owner
- proceeds of said check shall be retained as liquidated damages by the Owner
- Surety's liability to the Owner for the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in

the CONTRACT DOCUMENTS subsection of the Notice Inviting Bids, 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 carefully checked 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, unless otherwise specified in the Special provisions, 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. If the undersigned bidder withdraws this Proposal within said period, said bidder shall be liable under the provisions of the Bid Security, or said bidder and their surety shall be liable under the Bid Bond, as the case may be.

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 Lancaster, CA, California.

Dated May 16, 2024 Bidder: Bill's Landscaping, Inc.

By: 

Title: Vice President

Bidder's post-office address:
42536 4th Street East
Lancaster, CA 93535

Telephone No.: 661-945-3554

Facsimile No.: 661-948-6511

Corporation organized under the laws of the State of California

Contractor's License(s): 577422

Expiration Dates: 09/30/2025

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of LOS ANGELES

On 05/16/2024 before me, ALI KHAN, Notary Public,
(Here insert name and title of the officer)

personally appeared TAYLOR PURSLEY,

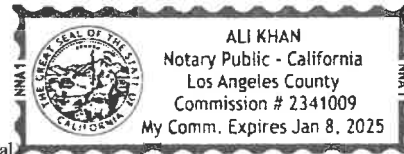
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PROPOSAL

(Title or description of attached document)

BIDDERS DECLARATION

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

INFORMATION REQUIRED OF BIDDER

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

Taylor Pursley visually inspected site during mandatory
job walk on April 25, 2024 at 3:00pm.

COMPARABLE PROJECT EXPERIENCE -- In accordance with the REGISTRATION OF CONTRACTORS subsection of the Instructions to Bidders, describe at least five (5) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least five (5) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

List attached.

Bill's Landscaping Projects

2024 Projects

Customer	Project Name	Contract Amount	Contact Person
Ravello West Construction 211 Village Commons, Suite 11 Camarillo, CA 93012 805-987-2794	Maison's Palmdale Blvd Low Income Housing Palmdale, CA	\$1,354,544.00	Chris Christian 818.402.5091
Richmond American Homes 5171 California Ave, Suite 120 Irvine, CA 92617 949-467-2600	Liberty Crossing Tract Homes Lancaster, CA	\$232,596.00	Van Martin 949-500-0116 - cell
Richmond American Homes 5171 California Ave, Suite 120 Irvine, CA 92617 949-467-2600	Summerfield Tract Homes Victorville, CA	\$1,124,760.00	Van Martin 949-500-0116 - cell
City Ventures 3121 Michelson Drive, Suite 150 Irvine, CA 92612 949-258-7555	Joshua Ranch Tract Homes 1B Palmdale, CA	\$709,325.00	Ryan Thomas 909-376-5522
MHP Builders, Inc 1885 California Ave Corona, CA 92881 951-582-7004	Terra Sol II Tract Homes Rosamond, CA	\$370,905.00	Chris Jones 951-808-7842

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): 577422, C27

Expiration Date: 09/30/2025

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: Bill's Landscaping, Inc

Business Address: 42536 4th Street East, Lancaster, CA 93535

Corporation organized under the laws of the State of California

SEAL



Signature of Secretary of Corporation

NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE DOWNLOADED TO THE PROCUREMENT WEBSITE.

TO BE EXECUTED BY EACH BIDDER

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)SS
COUNTY OF Los Angeles)

Taylor Pursley, being first duly sworn, declares that he/she is
[NAME]
Vice President of Bill's Landscaping Inc
(SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.) [IDENTITY OF BIDDER]

the party submitting a bid for a contract covering Specification No. 20-703

Landscape
(DESCRIBE NATURE OF CONTRACT)

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.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

Dated: 5/16/24

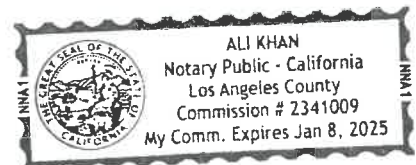
Signed: Taylor Pursley
[TITLE]

Subscribed and sworn to before me this 16 day of May, 20 24, by

Taylor Pursley, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]
Notary Public

SEAL



CALIFORNIA JURAT

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 Los Angeles }

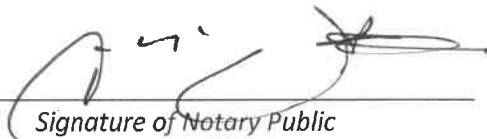
Subscribed and sworn to (or affirmed) before me on this 16th day of May, 2024
Date Month Year

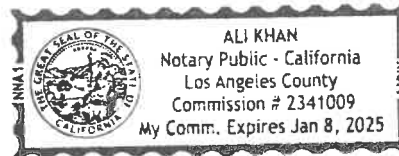
by Taylor Pursley

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature:


Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____



BOARD MEMORANDUM

DATE: May 28, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Scott Rogers, Engineering Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF AGREEMENT WITH CAPTURE6 FOR THE BRINE MANAGEMENT DEMONSTRATION AREA (PHASE 1) AND THE FULL-SCALE CAPTURE6 FACILITY (PHASE 2). (NO BUDGET IMPACT – ENGINEERING MANAGER ROGERS)***

Recommendation:

Staff recommends the Board approve the agreement with Capture6 for the brine management demonstration area (Phase 1) and the full scale Capture6 Facility (Phase 2).

Alternative Options:

The alternative is to not move forward with Capture6.

Impact of Taking No Action:

Increased brine management costs for original selected alternative (brine ponds).

Background:

Staff and the District's program manager, Stantec, have been pursuing the implementation of Pure Water Antelope Valley (Pure Water AV), which will be a regional recycled water program to address and improve water supply resiliency and groundwater aquifer management. Pure Water AV is planned to be an indirect potable reuse (IPR) project to be permitted under Title 22 Code of California Regulations for groundwater augmentation via direct injection. The District has plans to construct an Advanced Water Treatment Demonstration Facility (Demonstration Facility) to provide a place for public education, training, and tours, demonstration testing for permitting approval, and full-scale Advanced Water Purification (AWP) Facility design criteria development. Upon completion of all testing at the Demonstration Facility, the District has plans to construct the full-scale AWP Facility for the IPR Project.

Stantec initiated a conversation about the possible mutual benefit for both PWD and Capture6 to work together to complete the respective objectives of each organization. Capture6 is a public benefit corporation start-up, whose mission is to increase global carbon capture (aka reduce net carbon levels) with innovative systems and processes. Capture6 is looking to form partnerships and coalitions that can make its plans happen. The staff has met with Capture6 to discuss the

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synergies that exist for both Capture6 to use their carbon capture technologies and treat the brine from Pure Water AV to produce useable byproducts like hydrochloric acid that can be used in the membrane cleaning cycles.

On April 10, 2023, the Board approved a memorandum of understanding (MOU) between Capture6 and the District to pursue the use of the proposed Demonstration Facility to include Capture6 equipment to show the effectiveness of its technology. The MOU also contemplated the integration of a Capture6 facility at the full-scale Pure Water AV Purification Facility, if Capture6's technology and testing proves successful.

Based on the MOU, the District has now completed its negotiations and come to an agreement with Capture6 for its technology to be housed and used within the Demonstration Facility, and if milestones are met, the AWP Facility as well (Agreement). The Agreement has the same two phases.

Phase 1 – Demonstration Facility

The Demonstration Facility shall consist of two areas: (i) the advanced water treatment ("AWT") area, which will house the District's water treatment equipment to purify wastewater into potable water, based on the standards set by the California Department of Drinking Water ("DDW"), and (ii) the brine management ("BM") area, which will house Capture6 Technology. The purpose of the Demonstration facility is to demonstrate that water generated from the Demonstration Facility meets all regulatory drinking standards of potable water set by California Department of Drinking Water for at least one (1) year. The Demonstration Facility will also serve to evaluate the effectiveness of the Capture6 Technology. If certain milestones are met, the Capture6 project will proceed forward at the AWP Facility.

Phase 2 – Full-Scale AWP Facility

The AWP Facility is a full-scale advanced water purification facility that will treat up to five (5) million gallons per day (MGD) of recycled water into potable water. If the Capture6 Technology is successful, Capture6 will develop a stand-alone, joint-carbon removal and water recovery facility ("C6 Facility") located at or adjacent to the AWP Facility that will do the following:

- (i) Recover additional C6 return water for sale from an existing water treatment facility's brine effluent;
- (ii) Utilize water treatment brine effluent to capture carbon dioxide from the atmosphere; and
- (iii) Produce pure carbon dioxide for sustainable aviation fuels production.

Important provisions of the Agreement include the following:

Reimbursement for Incremental Costs of Construction: The District has agreed to pay for the incremental construction costs of housing Capture6 Technology within a portion of the

May 28, 2024

Demonstration Facility and related infrastructure, and Capture6 has agreed to reimburse District for all of those costs.

Health and Safety: Capture6 agrees to adhere to all health and safety standards of local, State, and Federal law regarding water treatment centers, public water suppliers, and other applicable law.

Term: If the Capture6 Technology is successful and meets required milestones, the term of the Agreement is 25 years from the scheduled commencement of operations of the C6 Facility.

Brine Fee and Return Water Fee: Because it is uncertain whether certain milestones will be met and what the market will dictate, the brine fee and return water fee have not been set yet, and the parties agree to negotiate in good faith to establish the fees prior to the start of the AWP Facility.

Operating Memorandum: Because it is uncertain whether the Capture6 Technology will be successful, there are additional terms within the Agreement that will need to be clarified and included into the Agreement (but not necessarily amended), such as the AWP Facility construction and implementation schedule. The parties have agreed to include such clarifications into individual operating memoranda that can be negotiated and executed by the District's General Manager, but that will be appended to and made part of the Agreement.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1- Water Resource Reliability, No. 3 - Systems Efficiency, and No. 4 - Financial Health and Stability.

This item directly related to the District's Mission Statement.

Budget:

This item has no budget impact

Supporting Documents:

- To be provided at the Board Meeting.



BOARD MEMORANDUM

DATE: May 28, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Scott Rogers, Engineering Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: *CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF CONTRACT AMENDMENT NO. 1 WITH WIGEN WATER TECHNOLOGIES TO FINALIZE THE COST OF MICROFILTRATION EQUIPMENT FOR THE PURE WATER DEMONSTRATION FACILITY. (\$177,522.27 – NOT-TO-EXCEED – BUDGETED – PROJECT NO. 22-656 – ENGINEERING MANAGER ROGERS)*

Recommendation:

Staff recommends that the Board approve Amendment No. 1 with Wigen Water Technologies for the microfiltration equipment for the Pure Water Demonstration Facility in the amount of \$177,522.27 or a total not to exceed amount of \$1,035,639.14.

Alternative Options:

The alternative is to not approve the Amendment.

Impact of Taking No Action:

The delay of the Pure Water AV Demonstration Facility project includes demonstration testing for permitting approval and design criteria development for the full-scale.

Background:

Staff and the District's program manager, Stantec, have been pursuing the implementation of Pure Water Antelope Valley (Pure Water AV), a regional recycled water program to address and improve water supply resiliency and groundwater aquifer management. Pure Water AV is planned to be an indirect potable reuse (IPR) project to be permitted under Title 22 Code of California Regulations for groundwater augmentation via direct injection. The District plans to construct an Advanced Water Treatment Demonstration Facility (Demonstration Facility) to provide public education, training, tours, demonstration testing for permitting approval, and full-scale design criteria development.

The Board approved the agreement with Wigen Water Technologies on December 12, 2022, in the amount of \$858,116.87 and the agreement included a pricing adjustment by the California Construction Cost index. This Amendment includes the pricing index adjustment in the amount of \$55,423.70. Additionally, during the equipment review phase, several items were deducted and added to the equipment and the items and costs associated are summarized in the quote from Wigen in the amount of \$122,098.57 and Capture6 will reimburse the District \$18,113.00 of that amount.

May 28, 2024

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 3 – Systems Efficiency.

This item directly relates to the District’s Mission Statement.

Budget:

This item is budgeted under Project No. 22-656

Supporting Documents:

- Amendment No. 1
- Wigen Quote for Additions/Deductions dated April 19, 2024.

**FIRST AMENDMENT TO THE
PALMDALE WATER DISTRICT
CONTRACT SERVICES AGREEMENT FOR
Pure Water AV – Demonstration Facility Membrane Filtration**

**Specification No: 20-417(a)
Contract No: 2023-012**

This First Amendment to that certain Contract Services Agreement dated April 3, 2023, is made and entered into this ____ day of _____, 2024, by and between the PALMDALE WATER DISTRICT, a California public agency organized and existing under the provisions of the California Water Code (“District”) and **WIGEN WATER TECHNOLOGIES**, a Minnesota corporation (herein “Supplier”). District and Supplier are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

RECITALS

WHEREAS, District and Supplier previously entered into that certain “Contract Services Agreement for Pure Water AV – Demonstration Facility Membrane Filtration” dated April 3, 2023, (the “Agreement”), whereby Supplier agreed to provide services to the District as described in the Scope of Work attached as “Exhibit A” of the Agreement; and

WHEREAS, District and Supplier now desire to amend the Agreement in order to provide for a modified contract sum, attached hereto and incorporated herein as Exhibit “A”; and

NOW, THEREFORE, for good and adequate consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

FIRST AMENDMENT

Section 1. **First Amendment to the Contract Sum.** For the services rendered pursuant to the First Amendment, Supplier shall be compensated in accordance with the “Schedule of Compensation for First Amendment” described in Exhibit “A” and incorporated herein by this reference, but not exceeding the maximum amount of One Hundred Seventy-Seven Thousand Five Hundred Twenty-Two Dollars and Twenty-Seven Cents (\$177,522.27) (“First Amendment Sum”) with a total contract sum not-to-exceed a maximum of One Million Thirty-Five Thousand Six Hundred Thirty-Nine Dollars and Fourteen Cents (\$1,035,639.14).

Section 2. **Continuing Effect of Agreement.** Except as expressly amended by this First Amendment, all other terms, conditions, and obligations of the Agreement shall remain in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this First Amendment.

Section 3. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provision of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

DISTRICT: PALMDALE WATER DISTRICT, a California public agency

By: _____
KATHY MAC LAREN-GOMEZ,
Board President

By: _____
VINCENT DINO,
Board Secretary

SUPPLIER: WIGEN WATER TECHNOLOGIES

I am aware of the provisions of Labor Code §3700 requiring 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.

By: _____

Print Name: _____

Title: _____

Address: _____

One corporate officer signature required when Supplier is a corporation, with one signature required from one of the following groups: **1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.**

EXHIBIT "A"

SCHEDULE OF COMPENSATION

I. Supplier shall provide the following additional products (to be included within the existing Scope of Work attached to the Agreement) pursuant to this First Amendment:

A.	Original Contract Sum	\$858,116.87
B.	Change Order #1	\$122,098.57
C.	California Construction Cost Index	\$55,423.70
	TOTAL NOT-TO-EXCEED CONTRACT SUM	\$1,035,639.14



**Quality System Procedure
2CA-280-F-PRICE CHANGE FORM**

PRICE CHANGE FORM #: 1

DATE:	WIGEN PROJECT NAME:	WIGEN PROJECT NUMBER:
4/19/2024	Palmdale Water District	C-3578-0323

CONTRACT/PO/PROJECT NUMBER:	CLIENT NAME:
2023-012	Palmdale Water District

ITEM #	QTY	DESCRIPTION OF CHANGE	UNIT PRICE	EXTENSION
1	1	CHLORINE ANALYZER	\$9,185.00	\$9,185.00
2	1	SODIUM BISULFITE FEED SYSTEM	\$43,580.00	\$43,580.00
3	1	1+1 COMPRESSOR SYSTEM (68 SCFM Demand)	\$69,486.00	\$69,486.00
4	1	COMPRESSOR SYSTEM DEDUCT	-\$16,528.00	-\$16,528.00
5	2	500W HEATER W/TSTAT	\$2,512.00	\$5,024.00
6	1	10.25 % SALES TAX	\$11,351.57	\$11,351.57
TOTAL:				\$122,098.57

NOTES
Systems Project Quote # 101923SLC, 103023SLC, and 31524SLJ

CHANGE IN CONTRACT PRICE			
DATE	DESCRIPTION	UNIT PRICE	TAXES
4/10/2023	Original Contract Price	\$791,567.00	\$66,549.87
1/18/2024	Change Order #1	\$110,747.00	\$11,351.57
SUBTOTAL:		\$902,314.00	\$77,901.44
FINAL TOTAL:		\$980,215.44	

With the signature below, the Client is agreeing to include the line items on this price change, including the associated increased (or decreased) costs on the fixed price within the Demonstration Facility bid solicitation. This Price Change Form is an extension to the Agreement executed on April 3, 2023, and changes will be assigned as a fixed price within the bid solicitation for the Pure Water Demonstration Facility. The person who agrees to include the fixed price modification on the Client's behalf must be duly authorized to provide and allow modifications to the agreement.

CLIENT: _____	WIGEN WATER TECHNOLOGIES
SIGNATURE: _____	SIGNATURE: _____
PRINTED NAME: _____	PRINTED NAME: _____



**Water.
Process.
Solutions.**

**Quality System Procedure
2CA-280-F-PRICE CHANGE FORM**

PRICE CHANGE FORM #: 1

DATE:	WIGEN PROJECT NAME:	WIGEN PROJECT NUMBER:
4/19/2024	Palmdale Water District	C-3578-0323

CONTRACT/PO/PROJECT NUMBER:	CLIENT NAME:
2023-012	Palmdale Water District

TITLE: _____	TITLE: _____
DATE: _____	DATE: _____



BOARD MEMORANDUM

DATE: May 28, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Scott Rogers, Engineering Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH W.M. LYLES COMPANY FOR THE CONSTRUCTION OF THE PURE WATER AV DEMONSTRATION FACILITY. (\$24,750,983.00 – BUDGETED – PROJECT NO. 22-656 – ENGINEERING MANAGER ROGERS).***

Recommendation:

Staff recommends that the Board authorize staff to enter into a contract with W.M. Lyles Company for the construction of the Pure Water AV Demonstration Facility in the amount of \$24,750,983.00.

Alternative Options:

The alternative is to reject all bids and rebid the project.

Impact of Taking No Action:

Taking no action would impact the overall project schedule.

Background:

Staff solicited bids from qualified contractors to construct a 9,000 square-foot (sf) pre-engineered metal building with a 6,000-sf canopy, including structural, civil, landscaping, architectural, plumbing, and HVAC. More importantly, the work includes specialized mechanical, electrical, and instrumentation and controls (I&C) work for several water treatment processes, including microfiltration membranes, reverse osmosis membranes, ultraviolet light advanced oxidation systems, and multiple chemical storage and feed systems.

Five bids were received, and a summary of the bids is attached. The documents provided by each bidder were reviewed. The bids submitted by the lowest and the second lowest bidders were determined to be nonresponsive based on the references provided by each bidder. Per Section 3.5 Contractors Experience in the Instruction to Bidders, “Failure to submit a complete list or to have that list include at least five (5) jobs similar in size and scope to that contemplated herein, will render a proposal informal or nonresponsive and may result in its rejection by Owner.”

Contractor	Bid Total	Notes
Bowe Contractors, Inc.	\$22,322,567.00	non-responsive
Gary Little Construction, Inc.	\$24,055,965.00	non-responsive
W.M. Lyles Co.	\$24,750,983.00	
Caliagua, Inc.	\$26,834,783.00	
Morillo Construction, Inc.	\$37,391,983.00	

The total bid price in the bid proposal submitted by W.M. Lyles Co. was \$24,750,983.00. A bidder's bond in the amount of 10 percent of the total bid price was submitted with the bid proposal. The surety company providing the bid bond is Liberty Mutual Insurance Company.

The contractor's past performance record has been utilized to evaluate the general competency of the contractor for the work. To demonstrate the bidder's capability and experience of successfully completing similar projects of scope and size, the bid documents required that the contractor submit a list of all projects completed during the last three years involving work of similar type, complexity, and comparable value.

The bid's responsiveness regarding compliance with the material terms of the bid documents has been reviewed and deemed acceptable.

W.M. Lyles Co., the lowest responsible bidder, has met the criterion of providing the lowest bid price of qualified firms at \$24,750,983.00.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability and No. 3 – Systems Efficiency.

This item directly relates to the District's Mission Statement.

Budget:

This item is budgeted under Project No. 22-656.

Supporting Documents:

- Bid Results Summary
- Proposal Package from Lowest Responsible Bidder

Line Item	Description	Quantity	Unit of Measure	Bowe Contractors Inc.		Gary Little Construction, Inc.		WM Lyles		Caliagua, Inc.		Morillo Construction Inc.		Bid Average	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization & Temporary Facilities	1	LS	\$2,081,665.00	\$2,081,665.00	\$447,969.00	\$447,969.00	\$1,000,000.00	\$1,000,000.00	\$1,741,500.00	\$1,741,500.00	\$1,206,000.00	\$1,206,000.00	\$1,295,426.80	\$1,295,426.80
2	Civil Site Work	1	LS	\$1,438,190.00	\$1,438,190.00	\$1,785,616.00	\$1,785,616.00	\$2,371,000.00	\$2,371,000.00	\$1,535,300.00	\$1,535,300.00	\$1,940,000.00	\$1,940,000.00	\$1,814,021.20	\$1,814,021.20
3	Yard Piping	1	LS	\$490,888.00	\$490,888.00	\$508,648.00	\$508,648.00	\$657,000.00	\$657,000.00	\$532,300.00	\$532,300.00	\$6,856,000.00	\$6,856,000.00	\$1,808,967.20	\$1,808,967.20
4	Landscaping	1	LS	\$508,558.00	\$508,558.00	\$463,763.00	\$463,763.00	\$508,000.00	\$508,000.00	\$521,400.00	\$521,400.00	\$456,000.00	\$456,000.00	\$491,544.20	\$491,544.20
5	Structural	1	LS	\$3,392,290.00	\$3,392,290.00	\$4,328,412.00	\$4,328,412.00	\$2,083,000.00	\$2,083,000.00	\$1,963,200.00	\$1,963,200.00	\$4,786,000.00	\$4,786,000.00	\$3,310,580.40	\$3,310,580.40
6	Building	1	LS	\$2,625,597.00	\$2,625,597.00	\$2,796,847.00	\$2,796,847.00	\$6,617,000.00	\$6,617,000.00	\$8,052,300.00	\$8,052,300.00	\$2,826,000.00	\$2,826,000.00	\$4,583,548.80	\$4,583,548.80
7	Building Mechanical - HVAC/Plumbing	1	LS	\$2,073,224.00	\$2,073,224.00	\$1,663,845.00	\$1,663,845.00	\$2,245,000.00	\$2,245,000.00	\$2,261,000.00	\$2,261,000.00	\$2,810,000.00	\$2,810,000.00	\$2,210,613.80	\$2,210,613.80
8	Process Mechanical - Balance of Plant	1	LS	\$3,382,958.00	\$3,382,958.00	\$5,020,032.00	\$5,020,032.00	\$2,587,000.00	\$2,587,000.00	\$3,553,100.00	\$3,553,100.00	\$8,572,000.00	\$8,572,000.00	\$4,623,018.00	\$4,623,018.00
9	Electrical/Instrumentation	1	LS	\$3,605,812.00	\$3,605,812.00	\$4,199,210.00	\$4,199,210.00	\$4,005,000.00	\$4,005,000.00	\$4,024,600.00	\$4,024,600.00	\$4,800,000.00	\$4,800,000.00	\$4,126,924.40	\$4,126,924.40
10	Startup/Commissioning/Training/Closeout`	1	LS	\$190,402.00	\$190,402.00	\$308,640.00	\$308,640.00	\$145,000.00	\$145,000.00	\$117,100.00	\$117,100.00	\$607,000.00	\$607,000.00	\$273,628.40	\$273,628.40
Total					\$19,789,584.00		\$21,522,982.00		\$22,218,000.00		\$24,301,800.00		\$34,859,000.00		\$24,538,273.20

Line Item	Description	Quantity	Unit of Measure	Bowe Contractors Inc.		Gary Little Construction, Inc.		WM Lyles		Caliagua, Inc.		Morillo Construction Inc.	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Process Mechanical - Preselected Vendor Costs (AWT)*	1	LS	\$2,532,983.00	\$2,532,983.00	\$2,532,983.00	\$2,532,983.00	\$2,532,983.00	\$2,532,983.00	\$2,532,983.00	\$2,532,983.00	\$2,532,983.00	\$2,532,983.00
Total					\$2,532,983.00		\$2,532,983.00		\$2,532,983.00		\$2,532,983.00		\$2,532,983.00

Total Cost **\$22,322,567.00** **\$24,055,965.00** **\$24,750,983.00** **\$26,834,783.00** **\$37,391,983.00**

PROPOSAL

BIDDER'S DECLARATION SPECIFICATION NO. 22-656

Gentlepersons:

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 construction of the interior building improvements as specifically set forth in documents entitled **Specification No. 22-656 – Pure Water AV - Demonstration Facility** together with addenda thereto, all as set forth on the drawings and in the specifications and other Contract Documents (hereinafter 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 all the Work called for by drawings, specifications, and 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.

(check one)

- Cash
- Cashier's check
- Certified check
- Bid Bond

properly made payable to Palmdale Water District, hereinafter designated as the Owner, for the sum of \$_____ which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds and insurance if awarded the contract and, in case of failure to do so within the time provided, the

(check one)

- cash shall be retained as liquidated damages by the Owner
- proceeds of said check shall be retained as liquidated damages by the Owner
- Surety's liability to the Owner for the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in

the CONTRACT DOCUMENTS subsection of the Notice Inviting Bids, 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 carefully checked 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, unless otherwise specified in the Special provisions, 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. If the undersigned bidder withdraws this Proposal within said period, said bidder shall be liable under the provisions of the Bid Security, or said bidder and their surety shall be liable under the Bid Bond, as the case may be.

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

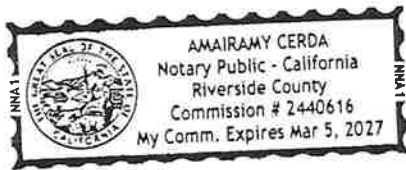
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside }
On May 8, 2024 before me, Amairamy Cerda
Date Here Insert Name and Title of the Officer
personally appeared Grant J Bourley
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

INFORMATION REQUIRED OF BIDDER

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

The site inspection was completed by Matt Cain (Chief Estimator) and Sergio Santos (Senior Estimator). The site was inspected at the pre-bid meeting which took place on March 18, 2024 at 9:00am. They reviewed all of the existing conditions of the site.

COMPARABLE PROJECT EXPERIENCE -- In accordance with the REGISTRATION OF CONTRACTORS subsection of the Instructions to Bidders, describe at least five (5) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least five (5) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

Wastewater Treatment Plant Upgrade \$20,604,664.25 City of Imperial Jackie Loper (760)427-4238 jloper@cityofimperial.org

WWTP Salt Mitigation Upgrade \$62,831,214.14 City of Beaumont Thaxton Vanbelle (951)769-8520 tvanbelle@beaumontca.gov

RP-4 Primary Clarifier & Process Rehab \$13,470,487.36 Inland Empire Utilities Agency James Spears (909)993-1600 jspears@ieua.org

Victor Valley Biogas Upgrade Project \$23,336,304.50 SoCal Biomethane, LLC Anton Stalling (760)889-0321 anton.stalling@anaergia.com

McKinley Water Vault Project \$24,027,038.64 City of Sacramento James Yorita (916)808-1911 jyorita@cityofsacramento.org

Regional Water Recycling Plant No 5 \$329,982,900.00 Inland Empire Utilities Agency Jason Marseilles (909)993-1823 jmarseilles@ieua.org

East County Advanced Water Purification Package 1 \$177,167,993.06 East County Advanced Water Purification Joint Powers Authority Catherine Sylvester (619)448-3111 csylvester@padre.org

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): 422390
Classifications: A, B

Expiration Date: 05/31/2024

Name of Individual Contractor (print or type): N/A

Signature of Owner: _____

Business Address: _____

or

Name of Partnership or Firm: N/A

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: W. M. Lyles Co.

Business Address: 525 West Alluvial Avenue, Fresno, CA 93711

Corporation organized under the laws of the State of California

SEAL

Matt S. Cain



Signature of Secretary of Corporation

NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE DOWNLOADED TO THE PROCUREMENT WEBSITE.

MANDATORY FORM

the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after the date of notifications by and from said Owner, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 22 day of April, 20 24

(SEAL)

W. M. Lyles Co.
(Principal)

By 
Grant J. Gourley, Senior Vice President

(SEAL)

Liberty Mutual Insurance Company
(Surety)

By 
Bonnie Gonzalez, Attorney in Fact

NOTE:

- (1) This bid bond form is a **mandatory form**.
- (2) The bid bond form should specify an exact number of dollars which shall not be less than ten percent (10%) of the total amount of the bid.
- (3) The bid bond form must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bid bond to verify the authority of the party signing on behalf of the surety.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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)
) ss
County of Fresno)

On April 22, 2024, before me, Kim Wilson, Notary Public, personally appeared Bonnie Gonzalez, 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.



(Seal)

Signature: Kim
Kim Wilson, Notary Public



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

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

Certificate No: 8207509-984971

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Gonzalez, John C. Day; Kim Wilson; Lyn Genito; Ralph B. Busch, III; Steven P. Edwards

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2022.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22 day of April, 2024



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

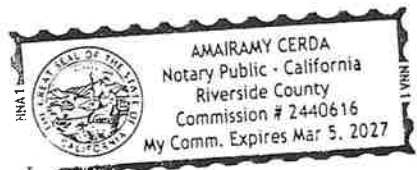
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On May 8, 2024 before me, Amairamy Cerda
Date Here Insert Name and Title of the Officer

personally appeared Grant J Gourley
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

TO BE EXECUTED BY EACH BIDDER

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)SS
COUNTY OF Riverside)

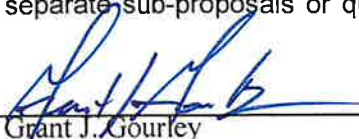
Grant J. Gourley, being first duly sworn, declares that he/she is
[NAME]
Senior Vice President of W. M. Lyles Co.
(SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.) [IDENTITY OF BIDDER]

the party submitting a bid for a contract covering Specification No. 22-656
Pure Water AV - Demonstration Facility
(DESCRIBE NATURE OF CONTRACT)

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.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

Dated: MAY 8, 2024

Signed: 
Grant J. Gourley
Senior Vice President
[TITLE]

SEE ATTACHED JURAT

~~Subscribed and sworn to before me this ___ day of _____, 20 ____, by
_____, proved to me on the basis of satisfactory
evidence to be the person who appeared before me.~~

Notary Public

SEAL

JURAT

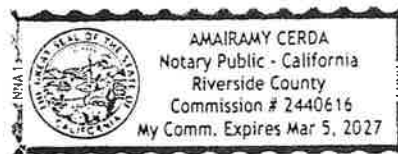
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on
this 8 day of May, 20 21,
by Grant J Garley

proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature 



(Seal)

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.

Specification No.	Equipment/Material	Manufacturer/Supplier	Delivery Time (weeks)
13 34 19	Pre engineered Metal Building	American Building	38
26 00 00	Electrical Transformer XFMR#1 & 2	ABB	26
26 24 13	Electrical Main Switchboard	ABB	60
40 95 10	Balance of Plant PLC Panel	Schneider	38
46 30 02	Chemical Transfer Pump Skids & Transfer Pumps	Watson Marlow	24
40 91 00	PCIS Supplier / Integrator	Advanced Telemetry Systems	42

LIST OF PROPOSED SUBSTITUTIONS

The bidder may name a proposed substitute manufacturer and/or equipment/material with an add or deduct amount which will be considered after award. The Contract award, if any, will be on Base Bid amounts.

<u>Spec Section</u>	<u>Equipment/Manufacturer</u>	<u>Add</u> <small>(S)</small>	<u>Deduct</u> <small>(S)</small>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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MINUTES OF MEETING OF THE FINANCE COMMITTEE OF THE PALMDALE WATER DISTRICT, APRIL 16, 2024:

A meeting of the Finance Committee of the Palmdale Water District was held Tuesday, April 16, 2024, at 2029 East Avenue Q, Palmdale, CA 93550. Chair Wilson called the meeting to order at 10:00 a.m.

1) Roll Call.

Attendance:

Committee:
Don Wilson, Chair
Scott Kellerman,
Committee Member

Others Present:

Dennis LaMoreaux, General Manager
Adam Ly, Assistant General Manager
Diana Gunn, Accounting Supervisor
Bob Egan, Financial Advisor
Danielle Henry, Executive Assistant
0 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Kellerman, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held March 19, 2024.

It was moved by Committee Member Kellerman, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Finance Committee meeting held March 19, 2024, as written.

4.2) Discussion and Overview of Cash Flow Statement and Current Cash Balances as of March 2024. (Financial Advisor Egan)

Financial Advisor Egan provided an overview of the monthly Major Account Activity Report, the Quarterly Major Account Activity Report, the Investment Funds Report, and the Cash Flow Statement through March 2024, including account transfers, assessments received, interest and market values, scheduled payments, capital improvement funds, water transfer revenue, and the projected year-end balance.

4.3) Discussion and Overview of Financial Statements, Revenue, and Expense and Departmental Budget Reports for March 2024. (Accounting Supervisor Gunn)

Accounting Supervisor Gunn reviewed in detail the Balance Sheet Report, The Balance Sheet Annual Quarterly Comparison Report, the Profit and Loss Statement, the Profit and Loss Quarterly Comparisons, the departmental budgets versus actual, and individual departmental reports for the period ending March 2024, including clarification on GASB 87 lease reporting, and stated that operating revenues are above the historical trend average at 21.43%, that expenses are below the historical trend average at 18.84%, and that four departments are above the traditional budgetary percentage of 25% due to the annual front loading of employer contributions for Health Spending Accounts, salaries, annual contract service renewals and permits, and telecommunication, equipment and supply costs.

4.4) Discussion and Overview of Committed Contracts Issued. (Accounting Supervisor Gunn)

Accounting Supervisor Gunn provided a brief overview of the Contractual Commitments and Needs Report for new and replacement capital projects, consulting and engineering support projects, new and replacement equipment, water quality fee funded projects, committed and projected capital expenditures, and stated that no payments were paid out through the 2021A and 2023A Series Water Revenue Bonds in March 2024.

5) Reports.

5.1) Accounting Supervisor Gunn:

a) Accounts Receivable Overview.

Accounting Supervisor Gunn provided an overview of outstanding balances of amounts greater than \$50.00 for each account type at sixty and ninety days past due and stated that as of March 31, there are twenty-two payment arrangements totaling \$18,777.95 with \$10,647.26 collected to date.

b) Revenue Projections.

She then stated that based on selling 14,500 AF of water, 2024 revenue is behind projections by approximately \$155,944 as of March 31 and that customers continue to conserve.

c) Payment Transactions by Type.

She then stated that electronic payments continue to be the leading payment type while mail and drop box payments continue to decrease.

d) Billing and Collection Statistics.

She then reviewed the Billing and Collections Statistics through March 2024.

5.2) Financial Advisor Egan:

a) Debt Service Coverage Status.

Financial Advisor Egan reported that the Debt Service Coverage for March 2023 to February 2024 is 1.40 and remains healthy.

5.3) Other.

There were no other items to report.

6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

7) Date of Next Committee Meeting.

After a brief discussion, it was determined that the next Finance Committee meeting will be held May 22, 2024 at 10:00 a.m.

8) Adjournment.

There being no further business to come before the Finance Committee, the meeting was adjourned at 10:36 a.m.


Chair



BOARD MEMORANDUM

DATE: May 28, 2024
TO: BOARD OF DIRECTORS
FROM: Dennis D. LaMoreaux, General Manager
RE: *REPORT OF GENERAL MANAGER.*

The following is the May 2024 report to the Board of activities through April 2024. It is organized to follow the District's 2022 Strategic Plan approved in October 2022 and composed of six strategic initiatives. The initiatives follow for reference. It is intended to provide a general framework to update the month's activities.

PWD 2022 STRATEGIC PLAN SUMMARY



Water Resource Reliability: *Resilience, Development, Partnership*

Support and participate with local agencies in the development of projects and policies that improve water reliability

Maximize state and federal funding opportunities for Pure Water AV

Support projects and initiatives that increase the resilience of the State Water Project

Develop water storage options for State Water Project supplies and improve groundwater capture capabilities

Strengthen stakeholder relationships and implement Littlerock Dam and Reservoir Sediment Removal Project



Organizational Excellence: *Train, Perform, Reward*

Offer competitive compensation and benefits package for employee recruitment and retention

Focus Succession Planning Program on ensuring an overlap of training for key positions

Continue providing transparency to our ratepayers through training for the ongoing achievement of the Districts of Distinction certification

Encourage cohesiveness, transparency, and integrity within the staff through Codes of Conduct and increased accountability

Ensure employees are trained on the Strategic Plan and the District's Values of Diversity, Integrity, Teamwork, and Passion

Improve safety for Directors, employees, and customers

Develop career paths at the District for interns and pursue state and federal funding for intern programs

Cultivate a positive culture and increase employee engagement



Systems Efficiency: *Independence, Technology, Research*

- Explore energy independence and evaluate the feasibility of energy options, including wind and solar
- Incorporate more energy efficient technologies into the District's infrastructure
- Research state-of-the-art treatment techniques to enhance systems efficiency
- Re-evaluate Lake Palmdale by-pass pipeline and pursue funding options
- Improve Palmdale Ditch to reduce water loss



Financial Health and Stability: *Strength, Consistency, Balance*

- Pursue grant funding for District projects and operations
- Maintain the five-year financial plan adopted as part of the 2019 Water Rate Study, including the five-year Capital Improvement Plan
- Conduct and adopt a 2024 five-year Water Rate Plan
- Build adequate reserve levels and achieve high-level bond rating
- Seek potential revenue sources from vacant District properties
- Monitor finances, operations, and projects affected by emergencies
- Digitize and document departmental workflows



Regional Leadership: *Engage, Lead, Progress*

- Continue to provide opportunities and information for local businesses and agencies to contract with the District
- Continue to collaborate with neighboring water agencies and move to include more agencies throughout and outside of the Antelope Valley through Greater Antelope Valley Mutual Response Agreements and emergency response exercises
- Develop working relationships and mutually beneficial projects with other water agencies in the District's region
- Develop strategies, alliances, and funding to make Littlerock Dam and Reservoir recreational again
- Continue Memorandum of Understanding with United Water Conservation District to combine political forces to obtain grant funding and research other joint cooperative regional efforts
- Continue representation on larger regional organizations such as the California Special Districts Association (CSDA) and the Association of California Water Agencies (ACWA) and assist with the growth and influence of the Special Districts Association of North Los Angeles County, a CSDA local chapter



Customer Care, Advocacy and Outreach: *Promote, Educate, Support*

Enhance customers' experience through communication and feedback

Expand and market additional payment options

Continue to increase public awareness of current programs and services through traditional and new media platforms

Engage elected officials and the public on the importance of local and state water reliability issues

Complete conversion to an Advanced Metering Infrastructure (AMI) to increase customers' knowledge of water use and promote customer self-help portal

Continue to increase public awareness of the on-going drought and the importance of conservation efforts

Publicize, engage, and educate the community about Pure Water AV

Overview

This report also includes charts that show the effects of the District's efforts in several areas. They are organized within each strategic initiative and include status of the State Water Resources Control Board's (SWRCB) former long-term conservation orders (20 x 2020), the District's total per capita water use trends, 2024 actual water production and customer use graph, mainline leaks, and the water loss trends for both 12- and 24-month running averages.



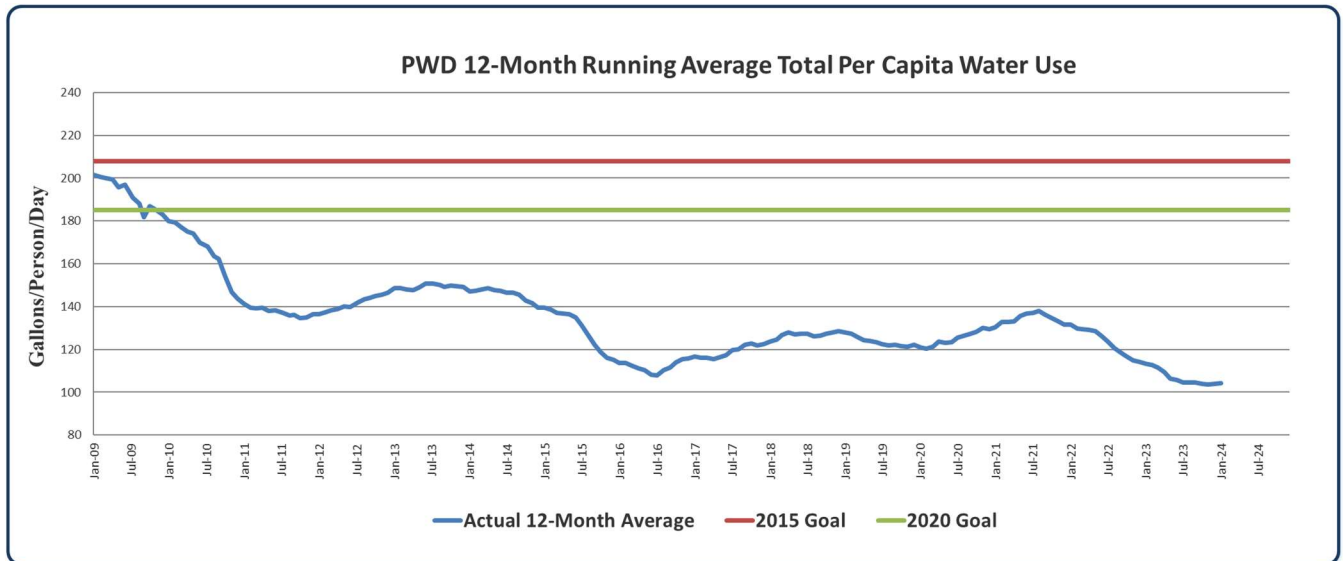
Water Resource Reliability *Resilience, Development, Partnership*

This initiative includes conservation efforts, water supply projects, and water planning. Recent highlights are as follows:

Overall Water Use Goals and Compliance

The 2020 Urban Water Management Plan was adopted by the District in June 2021. This report still uses the 20 x 2020 requirements. It does not relate the District's water use to the upcoming agency water budget requirement. The new "Making Conservation a Way of Life" regulations are now being finalized. The District's use of a water budget-based rate structure is helpful in complying with the draft regulations. Current staff estimates show the District is within 4% of complying with the future regulations.

The District’s compliance with the former 20 x 2020 law is evident from the chart titled “PWD 12-Month Running Average Total Per Capita Water Use:”



The District’s customers have cut their water use by **54.1%** from the baseline number of 231 re-established in the 2020 Urban Water Management Plan and met the 2020 Goal in early 2010. The current Metered-GPCD, gallons per capita per day, is now 106 showing our customers continued reduced usage.

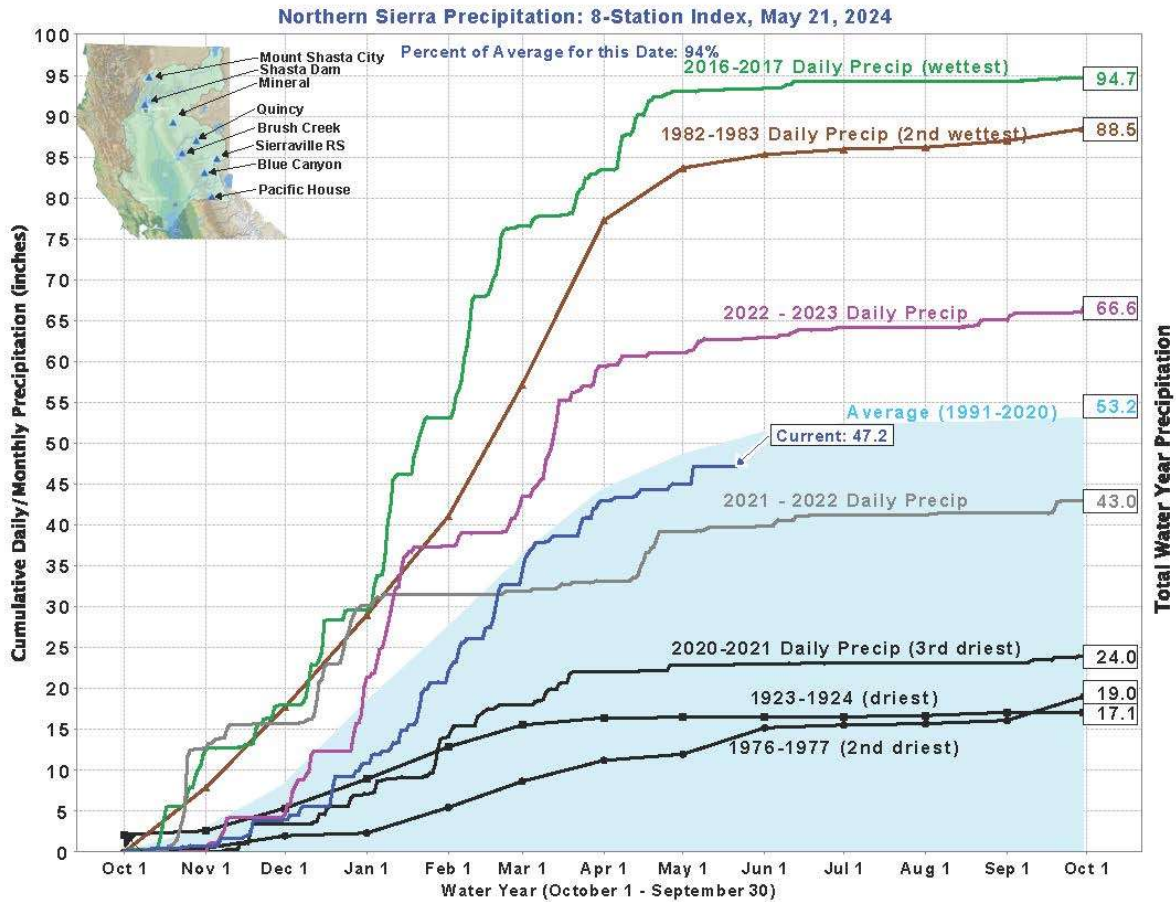
Water Supply Information

- The AV Adjudication is now entering its ninth year, and the ramp down to the native safe yield is complete. The District’s 2024 groundwater production right is as follows: 7,978.08 AF, 11,620.12 AF of unused Carry Over from prior years, and 8,055 AF of water banked in Littlerock Wash for a total of 27,073.19 AF.
- The full 2024 Water Resources Plan is nearly set with the rainy season mostly behind us. The goal is taking advantage of the available surface water and producing a minimum of 4,300 AF of groundwater using the native and unused Federal production rights. We started the year off with a full and spilling Littlerock Dam. The SWP allocation is currently at 40% and will be finalized in May.

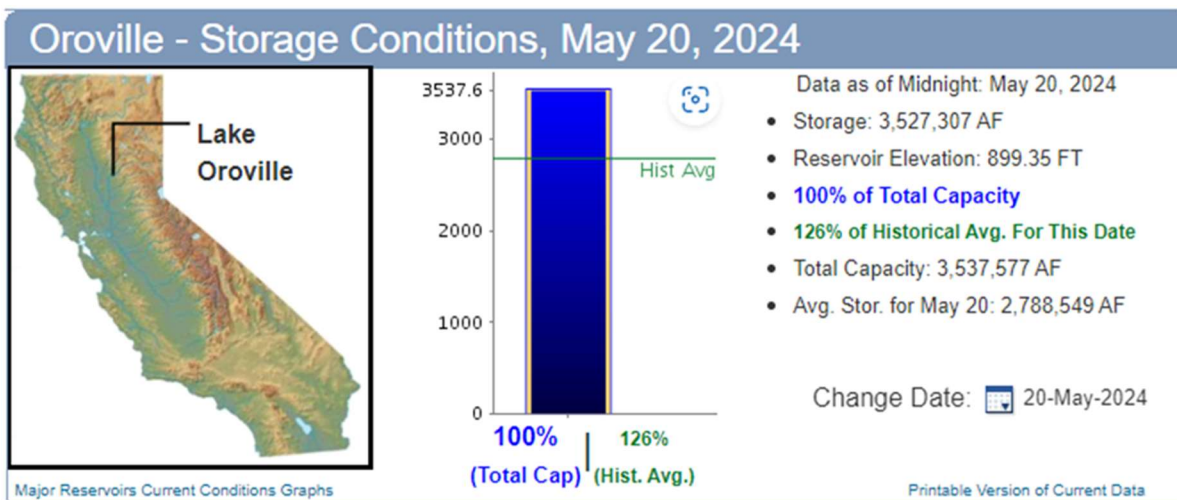
Precipitation in the area that contributes to the State Water Project is now at 89% of average for the entire 2023-2024 Water Year (October through September) and is at 94% for this date. The water levels of Oroville, currently full, and San Luis, lower than average

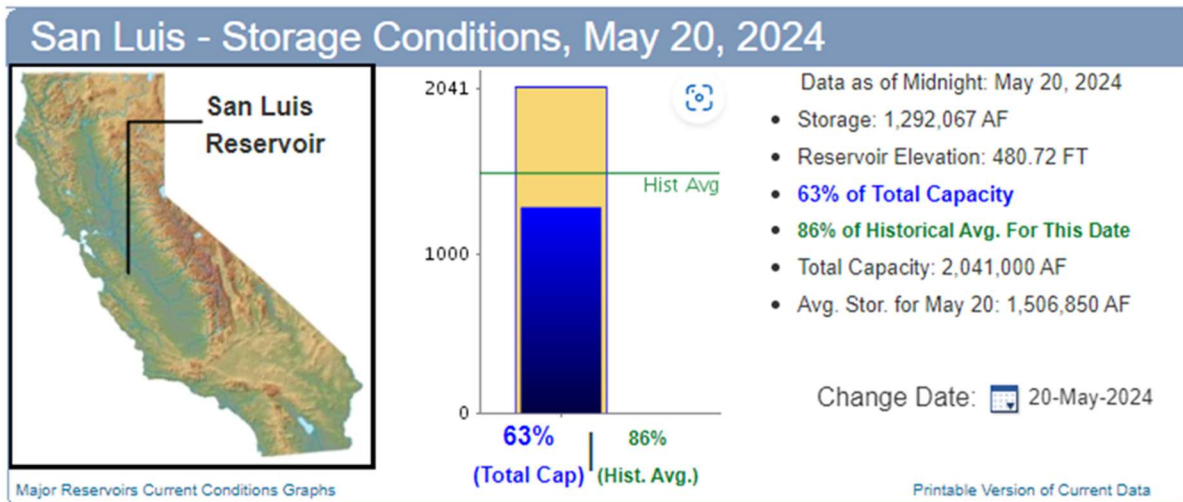
and south of the Bay-Delta, reservoirs show the current problem of being able to move water through the Bay-Delta due to environmental restrictions.

The May 20, 2024 Northern Sierra precipitation is as follows:

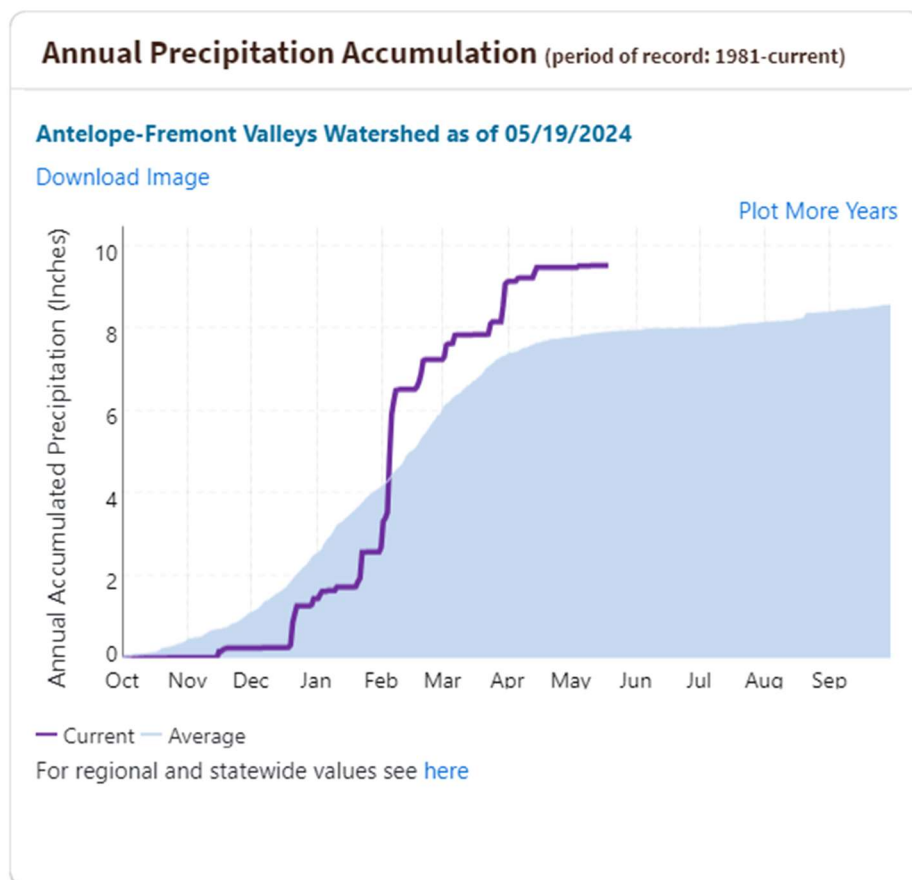


The May 20, 2024 summaries for Oroville and San Luis Reservoirs are as follows:





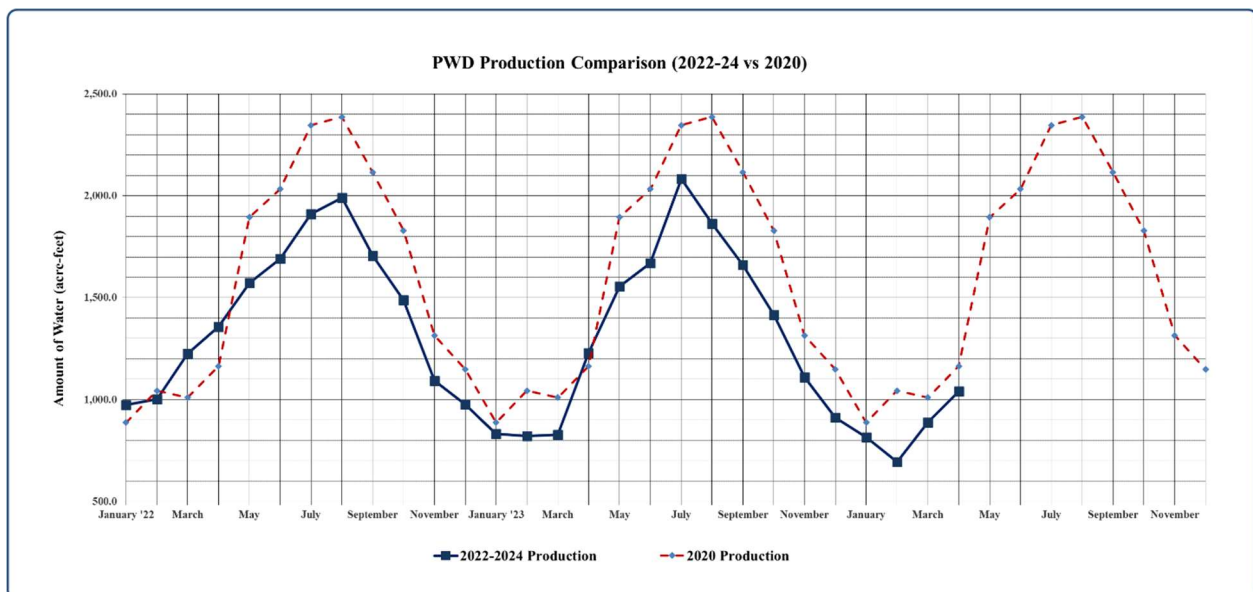
The May 19, 2024 annual precipitation in our area is 120% of an average year as shown below:

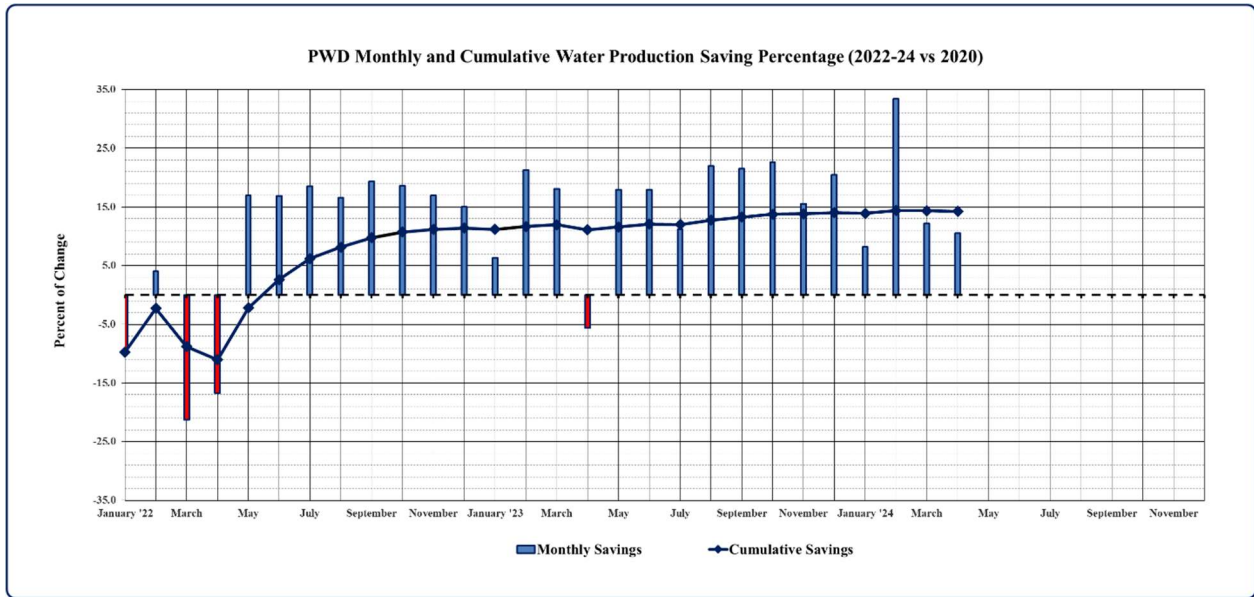


2021-2024 Drought and Wet Year Water Use Summary

The following graphs help to show the 2021-2023 drought response and current use by our customers. The first graph, “PWD Production Comparison (2022-24 vs 2020),” shows the monthly water production in both 2022-24 and 2020.

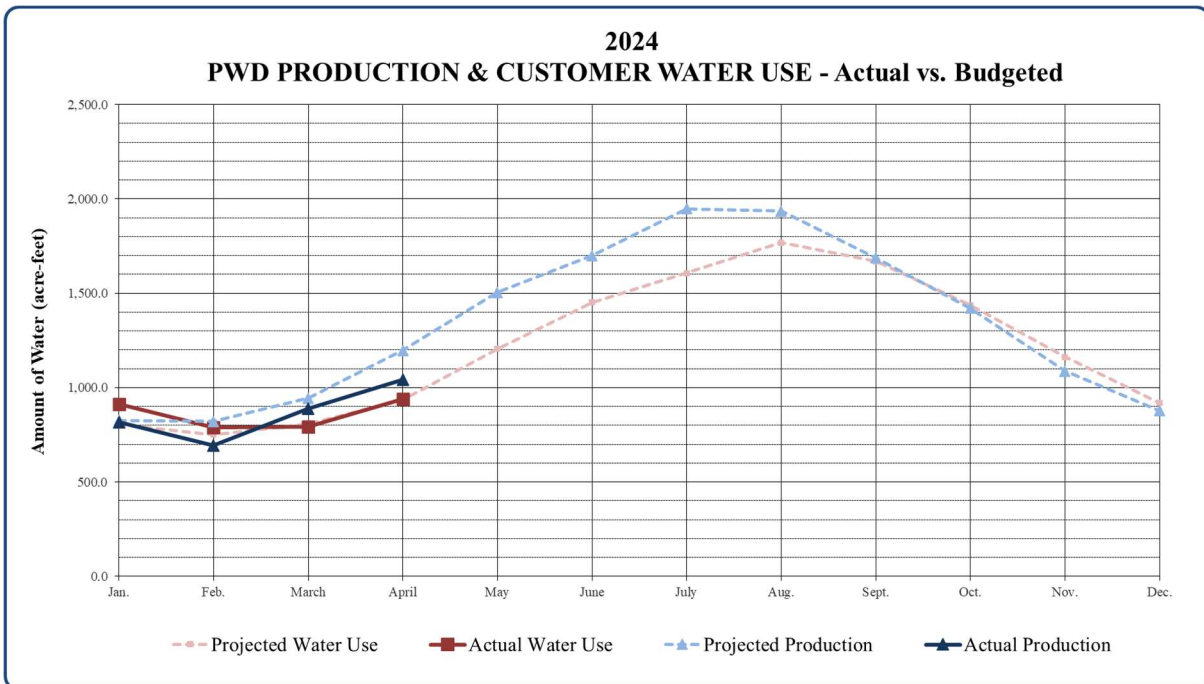
The second graph, “PWD Monthly and Cumulative Water Production Saving Percentage (2022-24 vs. 2020),” illustrates the difference between each month in 2022-24 and 2020. Less production, or **savings** in 2022-24 is shown in **blue** and more production is shown in **red**. Despite ending mandatory conservation measures in March 2023, our customers’ continue to save water compared to 2020. The cumulative water savings is now 14.2%.

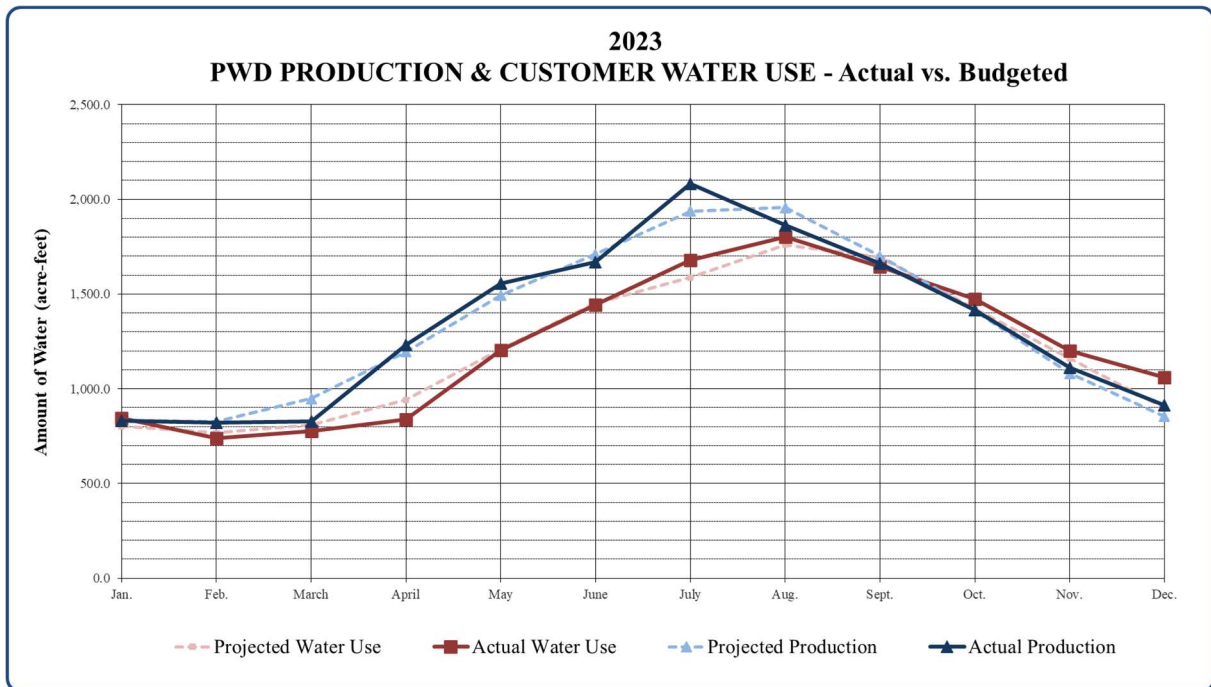




2024 and Historical Water Use Information

- The following graph is the actual and projected monthly water consumption and production for 2024. The projected amounts are based on the prior five years of actual monthly information. The projected total consumption is based on the 2024 Budget amount of 14,500 AF. The 2023 graph shows the projected and actual water use for that year. This year’s water use remains low due to wet weather.





Other Items

▪ **Littlerock Sediment Removal Project**

The Project consists of three phases. The Grade Control Structure is Phase 1 and was completed in January 2020. Phase II is the removal of 1.2 million cubic yards (CY) of sediment from the reservoir. Approximately 58,000 cubic yards of sediment were removed in 2022 using a single year California Fish and Wildlife permit. Staff continues to work with Aspen Environmental to secure all the necessary permits for multi-year sediment removal. No sediment was removed in 2023 due to having a full reservoir through the end of the year. It is doubtful any sediment will be removed this year due to the wet conditions.

▪ **Pure Water AV Project**

The District’s goal of using recycled water for a stable potable water supply is advanced water treatment and groundwater augmentation. The project is called Pure Water AV. The program management firm assisting the District with the Project is Stantec. Current activities include evaluating Project delivery methods, developing a funding strategy, and bidding the Demonstration Facility. Staff, Stantec, and financial consultants are also gathering information for potential grants and loan programs for the Pure Water AV Project.

Staff is working with the Sanitation Districts of Los Angeles County, District 20 (LASD), and the City of Palmdale as collaborators or partners in the Project. Pure Water AV will

put the already highly treated tertiary recycled water to a higher beneficial use and satisfies LACSD's goals for use of the water. The City is interested in the Project for the potential benefits to the area's parks and landscaping during droughts without expanding the current purple pipe distribution system.

Related activities include the design and funding of a recycled water pipeline in Avenue Q from 30th Street East to the future demonstration facility. This pipeline will also provide additional access to recycled water for construction and Palmdale SOAR High School as a potential irrigation customer. This project is funded by a state grant, PRWA, and PWD, and the construction contract was awarded by the Board on May 13, 2024.

The Demonstration Facility construction bids were opened May 10, 2024. A recommended contract award is tentatively scheduled for the Board's consideration at the May 28, 2024 Board meeting.

- **Upper Amargosa Creek Recharge Project**

The Project's construction is complete. The Project partners, City of Palmdale, LA County Waterworks, and AVEK, are working toward finalizing the operation and maintenance agreement. However, the recharge yield in 2023 was very disappointing and will also be discussed to improve it in the future.

The City of Palmdale also notified the Project partners about the mitigation requirements and costs. The two stages, 11.28 acres and 38.72 acres, of mitigation are being finalized with the regulatory agencies. The 2021 estimated construction costs are \$1,715,662 and \$3,567,595, respectively, and will be built several years apart. The City received \$1,000,000 in grant funding toward the first phase costs. The District's anticipated share for the first phase is approximately \$75,000.

- **Littlerock Creek Recharge Project**

AVEK, LCID, and the District had an agreement with DWR and the AV Watermaster Engineer for a pilot project to use Littlerock Wash to recharge available Article 21, beyond the District's Table "A", SWP water. Due to the availability of Article 21 water until July. A total of 8,055 AF was recharged through this program.

A memorandum of understanding (MOU) has been approved through the Antelope Valley State Water Contractors Association to work on a permanent project to use

Littlerock Wash as a recharge area. Meanwhile, the pilot status is now extended into 2024.

- **2022 Strategic Water Resources Plan Update**

It is in the CEQA phase now. It looks at the water demands and supplies through 2050, identifies packages of projects to provide additional water supplies, looks at how they will be financed, and will ultimately be used to determine “Water Supply” fees within the Capital Improvement Fees paid by new water service connections.

- **Delta Conveyance Project**

Delta Conveyance Design and Construction Authority (DCA) is a joint power authority responsible for the environmental, design, and engineering of the Project and works with the Department of Water Resources (DWR) on the Project. The Board includes two seats for the East Branch, Class 8, of the California Aqueduct. The Class 8 agencies are AVEK, PWD, Littlerock Creek Irrigation District (LCID), Mojave Water Agency (MWA), Crestline-Lake Arrowhead Water Agency, San Gabriel Valley Municipal Water District, San Bernardino Valley Municipal Water District (SBVMWD), San Geronio Pass Water Agency, Desert Water Agency, and Coachella Valley Water District (CVWD).

The Delta Conveyance Project (DCP) Final EIR for the Project was completed in December 2023. DWR then certified the document and issued a Notice of Determination naming the Bethany Alternative as the project moving forward. An updated cost estimate will now be worked on and permitting has begun.

A Board of Directors briefing by DWR and the DCA on the status of the Project and the updated cost estimate and benefit/cost analysis is scheduled for June 24, 2024. The updated cost estimate and benefit/cost analysis was released in May. Briefly, the current cost estimate is \$20.12 billion with a benefit/cost ratio of 2.20.



Organizational Excellence *Train, Perform, Reward*

This initiative includes efforts to restructure staff duties and activities to more efficiently provide service to our customers. Recent highlights are as follows:

- Nearly 80 percent of the District’s staff is required to have certifications or licenses issued by the State of California. Many of these have continuing education requirements which

must be met by technical training. The District provides an education reimbursement that can be used by staff for these requirements.

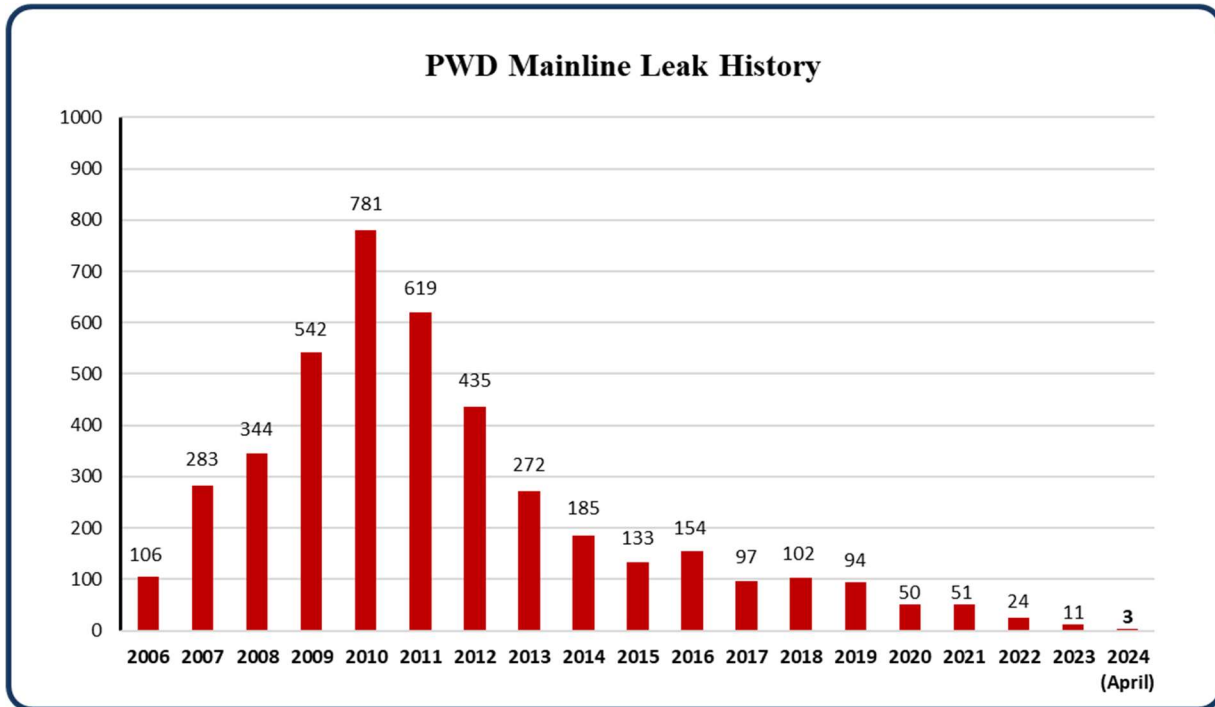
- The District has continued to find ways for internships and training opportunities for college and high school students who are interested in the water industry.
- Staff completed the applications to renew the District Transparency Certificate of Excellence and District of Distinction, Platinum Level. Both were presented to the District by CSDA/SDLF in 2023.
- Staff is beginning to use the telecommuting policy. It allows schedules with a maximum of 25% of time working out of the office.
- An Employee Engagement survey was conducted last November. Information from the survey is being compiled, was presented to the Personnel Committee and staff in February, and meetings are being held by staff to develop action plans addressing areas identified for improvement in the survey.
- The Employee Handbook was last updated in 2022. Human Resources Director Garcia is working with staff representatives on recommended updates to the Handbook.



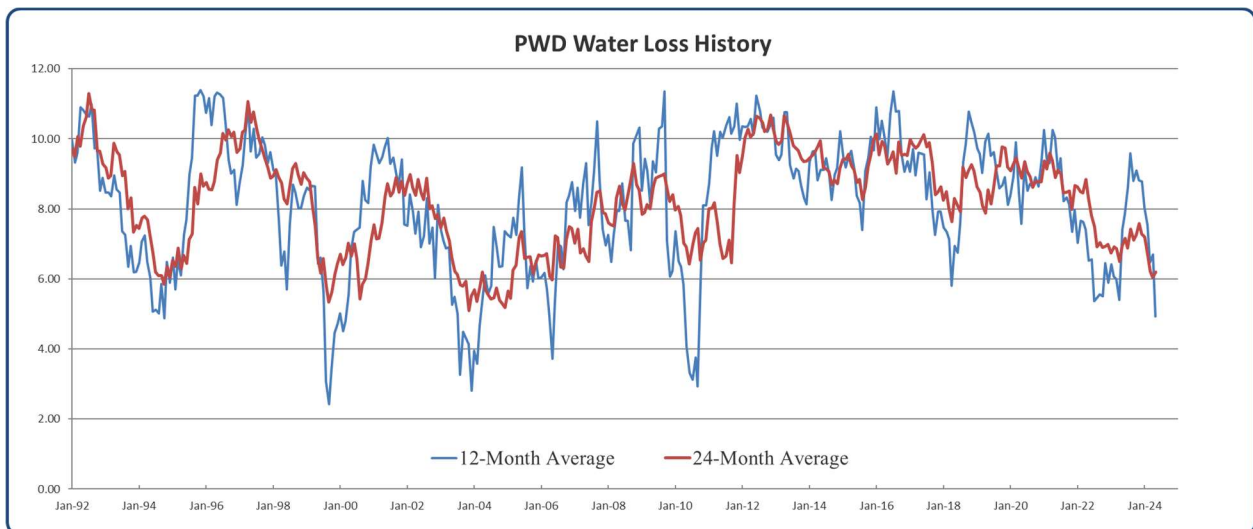
Systems Efficiency *Independence, Technology, Research*

This initiative largely focuses on the state of the District’s infrastructure. Recent highlights are as follows:

- The effects of the District’s past efforts in replacing failing water mains can be seen in the reduced number of mainline leaks. This is illustrated in the following chart titled “PWD Mainline Leak History.” These were three mainline leaks and 16 service line leaks through April 30, 2024.



- The positive effect of both water main and water meter replacement programs is also shown on the chart titled “PWD Water Loss History.” The running average for water losses is less than 8%.



- The use of batteries for backup power is complete and operational at four booster facilities. This program was funded and managed by the California Public Utilities Commission. The grant funds went directly to Tesla and its contractors. Tesla will

maintain these facilities for ten years. These batteries are located at Well 5, the 3M booster site, the 45th Street Booster Station, and the Underground Booster Station.

- The District approved two solar PV projects to provide energy for wells, the Clearwell booster, and the Leslie O. Carter Water Treatment Plant in December. One will be located north of the maintenance yard and will provide power for a set of wells. The other will be located between Avenue S and Avenue R-8 on the west side of the railroad tracks. It will provide power for the Clearwell booster and Leslie O. Carter Water Treatment Plant. Notices to proceed were issued late last year and construction work is expected to begin later this summer.

Additionally, PV solar companies are expressing an interest in vacant District-owned parcels. Staff and the attorney's office are working through State requirements regarding the sale or long-term lease of vacant land.

- The Resources and Facilities Committee and Board have approved contracts to address improvements needed for the 6 Million Gallon (6M) tank used as the Clearwell for treated water from the Leslie O. Carter Water Treatment Plant. Tank Industry Consultants (TIC) was hired by the District a few years ago to inspect the District's tanks, including the 6M. The executive summary of their 2022 report was distributed to the Board on April 12, 2023 and is the basis of the awarded work.

Staff has completed some of TIC's recommendations. Other recommendations will be addressed when possible until the 6M can be taken out of service. This will be possible after the new 2950' booster station at the 3M tank is completed and the 3M can be used as the Clearwell. Meanwhile, staff is ensuring the 6M is operating safely. This includes removing the baffle curtain last fall due to finding pieces of it in transmission mains.



Financial Health and Stability *Strength, Consistency, Balance*

- Staff is beginning to collect information to prepare for the new water rate study in 2024. The process will include issuing a request for proposals for a financial consultant in February, the development of forecasts of expenses and needed revenues, public input, and the adoption of a new water rate plan.

- Fitch Ratings reviewed the District's bond rating in December 2023. The review affirmed the District's rating with them of "A+" with a stable outlook.
- Standard & Poor's recently updated the District's subordinate bond rating as "A-" for the bond issue scheduled for later this month. This bond issue will fund the Demonstration Facility and other needed projects.
- The District is seeking assistance from the State's SAFER Program to provide water service to the Alpine Springs Mobile Home Park on Sierra Highway. It has poor water quality from its well, several health violations, and now relies on hauled water. Maria Kennedy, Kennedy Communications, is experienced with these programs and is contracted with the District to accomplish this. An agreement is now in place to fund water hauling until the connection to the District is approved by the State, constructed, and operational.



Regional Leadership *Engage, Lead, Progress*

This initiative includes efforts to involve the community, be involved in regional activities, and be a resource for other agencies in the area. Recent highlights are as follows:

- Activities of the Palmdale Recycled Water Authority (PRWA), AV Integrated Regional Water Management Plan (IRWMP), and Antelope Valley State Water Contractors Association (AVSWCA) have continued. The District has leadership positions in these organizations. District staff is active in the local chambers, AV EDGE, regional human resources, and public information organizations. This includes the recent AV EDGE efforts to help coordinate agencies to allow several large developments to move forward.
- The PRWA Board consists of two Palmdale City Councilmembers, two PWD Board Members, and a public director, Zakeya Anson. Construction of new purple pipes with PRWA is on hold as the District works on the Pure Water AV Project. However, PRWA did approve partial funding of the Avenue Q purple pipe project. It is expected to be built in 2024.
- The "PWD Water Ambassador Academy" (WAA) is scheduled for April 2024 and a one-day Junior WAA is being discussed for later this year.

- The District and other members of the Public Water Agencies Group (PWAG) share the services of an Emergency Preparedness Coordinator. This approach also helped the District successfully comply with the America's Water Infrastructure Act (AWIA) of 2018 and respond to the COVID-19 event. It has also been critical in developing mutual aid agreements and more universal equipping of mobile generators.
- Staff has taken a lead role in developing and implementing a valley-wide mutual aid agreement for agencies and mutual water companies.
- **United Water Conservation District Memorandum of Understanding**

The District and United Water Conservation District (United) approved a memorandum of understanding (MOU) to work cooperatively on projects where our interests overlap. These include internships and cooperation with community colleges, combined recreational funding for Piru and Littlerock Reservoir recreational improvements, and assistance and funding of advanced treatment of recycled or brackish water for potable use projects.

There have been several meetings between District staff and United Human Resources staff to discuss apprenticeship programs, intern programs, and work with three community college districts to support water-related curriculum. The first action item from these meetings was the funding of PWD interns for 2022. Participation in interview panels and the development of a mutual aid agreement are also being done.

Recreation staff from United met with District staff and visited the Littlerock Recreation Area in March. They provided good advice and input on a rough plan for helping the Area open in 2024. Staff worked with the Angeles National Forest (ANF) as the first step in clearing the prior recreational concessionaire's property in the recreational area. All the property now belongs to the ANF. A hazardous material survey is being funded by the District's existing deposit to begin the process of clearing the site.

Several other meetings have been held regarding the use of available State Water Project (SWP) supplies. District and United staff are working with other East Branch SWP contractors on ways to recategorize water and avoid having water go unused. This is expected to make additional water available for United and the District. Staff also collaborated with United on legislative issues and completed a 2,000 AF SWP exchange agreement.

Additional coordination will also be focused on both agency's advanced water treatment projects. The United project will treat brackish groundwater for potable use

by the military. The PWD project, Pure Water AV, will treat tertiary water for potable use by our customers. Once Pure Water AV is more established, joint meetings with state and federal representatives will be held to obtain funding assistance.

The District also recently supported United's concerns and comments on potential changes to the designation of Piru Creek by the Angeles National Forest. These changes could affect the delivery of State Water Project Water to United, including exchanges with the District. Facility tours are also being planned to assist newer directors for both agencies in understanding each district's operations.



Customer Care, Advocacy, and Outreach *Promote, Educate, Support*

This initiative includes efforts to better serve our customers. Recent highlights are as follows:

- The ability to make payments at 7-Eleven and Family Dollar Store as well as all electronic forms of payment critical for customers during the COVID-19 event. Despite the open lobby, many customers have stayed with alternate payment methods.
- The Rate Assistance Program reached capacity in February. Applications for 2024 started to be accepted in November 2023. Staff continually monitors the Program for openings. The Board approved changes to the program in 2023 to increase the funds, standardize the monthly assistance to \$20.00 per month, and provide assistance to 700 customer accounts in 2024.
- Staff successfully conducted virtual coffee meetings with Directors and their constituents, online "Let's Talk H2O" meetings, issued regular internal and public newsletters, coordinated drive-through giveaways for customers, an in-person customer appreciation day, monitored and maintained the District's social media, and assisted with information for the current drought. In-person workshops have also been held.
- Staff finished updating the public website and is finalizing the intranet.
- Legislative staff from our elected state officials will begin providing the Board bimonthly updates on their activities in July.