



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

March 5, 2025

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

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys



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

MONDAY, MARCH 10, 2025

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/2025-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 February 24, 2025.
 - 6.2) Payment of Bills for March 10, 2025.
- 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 Approval of Payroll Outsourcing to Paylocity. (\$32,050.00 – Non-Budgeted – Finance Manager Hoffmeyer)
 - 7.2) Consideration and Possible Action on Approval of Amendment No. 1 to Contract No. 2025-002 with South West Pump and Drilling, Inc. for Well No. 15A Pump Services. (\$135,000.00 – Non-Budgeted – Facilities Manager Wall)
 - 7.3) Consideration and Possible Action on Authorizing Staff to Enter into an Agreement with Garney Construction, Inc. to Perform Construction Manager At-Risk (CMAR) Services for the Pre-Construction Phase of the Palmdale Ditch Conversion Project. (\$181,486.00 – Budgeted – Project No. 22-613 – Engineering Manager Bader)
 - 7.4) Consideration and Possible Action on Sponsorship of Antelope Valley Boosters Casino Night. (\$1,000.00 – Non-Budgeted – President Mac Laren-Gomez)
 - 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 2025 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 – February 25. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)
 - 2) Palmdale Fin & Feather Club Meeting – March 1. (Director Wilson/Director Kellerman, Alt.)
 - 3) Special Districts Association of North Los Angeles County (SDANLAC) Board Meeting – March 5. (Director Dino, CSDA Chapter President)
 - b) General Meetings Reports of Directors.

- 8.2) Report of General Manager.
 - a) Department Activity Updates:
 - 1) Operations Department. (Operations Manager Marcinko)
- 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: March 10, 2025
TO: BOARD OF DIRECTORS
FROM: Mr. Dennis J. Hoffmeyer, Finance Manager/CFO
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF PAYROLL OUTSOURCING TO PAYLOCITY. (\$32,050.00 – NON-BUDGETED – FINANCE MANAGER HOFFMEYER)***

Recommendation:

Staff recommends that the Board approve the contract with Paylocity for payroll processing and the Human Resource Information System (HRIS). The total estimated cost is \$32,050.00, which includes a one-time fee of \$5,622.56 and an annual estimated cost of \$26,419.30. This contract will cover payroll services for 92 employees on a bi-weekly basis and 6 Directors on a monthly basis.

Alternative Options:

The alternative is to continue using the current payroll and HRIS systems, but this will incur additional costs and implementation time on the existing financial ERP system upgrade.

Impact of Taking No Action:

Potentially not having a payroll system available at the time of cutover for the upgraded financial ERP system scheduled for July 1, 2025.

Background:

In 2023, staff attempted to outsource payroll and HRIS to Paycor, but the implementation failed due to Paycor's inability to meet the requirements of a California public entity. Despite extending timelines and making accommodations, insufficient support from Paycor led to the abandonment of the project.

In 2024, staff shifted focus to researching vendors and evaluating systems that could meet the necessary requirements. After reviewing options from Paycom, Paylocity, and UKG, we narrowed the selection to Paycom and Paylocity for further consideration. The following is a summary of the analysis that was performed during the selection review.

Feature Comparison

Both Paylocity and Paycom offer comprehensive payroll and HRIS solutions, but they differ in their core approach and functionalities.

Feature	Paylocity	Paycom
Payroll Processing	Automated payroll processing with tax filing and direct deposit capabilities.	Unified payroll system with automated tax filing and real-time payroll management.
HRIS System	Strong HRIS with benefits management, employee records, and compliance tracking.	Fully integrated HRIS with real-time tracking and customizable workflows.
Employee Self-Service	Mobile-friendly employee portal with access to pay stubs, benefits, and time tracking.	Mobile app with self-service payroll, time tracking, and HR features.
Compliance & Regulatory Support	Compliance tools for tax filings, ACA reporting, and labor law tracking.	Advanced compliance management, including automated tax and labor law updates.
Integration with Other Systems	Compatible with third-party accounting and HR systems.	Built as an all-in-one solution, reducing the need for third-party integrations.
Reporting & Analytics	Advanced reporting tools with customizable dashboards.	Real-time payroll and HR analytics with detailed forecasting.
Scalability	Suitable for mid-sized to large organizations.	Best for growing companies with needs for automated workflows.

Compliance and Regulatory Support

Both providers offer strong compliance support, including automated tax filing, labor law updates, and benefits management. However:

- Paylocity is particularly strong in benefits administration and compliance tracking, making it an excellent choice for organizations with complex benefits structures.
- Paycom provides a real-time compliance dashboard that ensures payroll tax laws and HR regulations are updated automatically, reducing risk exposure.

For the District, ensuring automation of CalPERS deductions and specific compliance requirements are a top priority.

March 10, 2025

Integration Capabilities

- Paylocity is known for its ability to integrate with a wide range of third-party accounting, finance, and HR platforms, making it a good choice if the District relies on existing software systems.
- Paycom is designed as an all-in-one platform with fewer external integrations. While this reduces dependency on third-party systems, it may present challenges if custom integrations are required.

Employee Experience and Self-Service

Both providers offer mobile-friendly, self-service employee portals, but there are key differences:

- Paylocity has a social collaboration tool that enhances internal communication and employee engagement.
- Paycom provides a feature called "Beti," an employee-driven payroll experience that allows employees to verify and manage their payroll before it is processed, reducing payroll errors.

Both systems can meet the payroll and HRIS requirements, but Paylocity demonstrated the ability to handle CalPERS calculations without workarounds and provided the necessary reference calls upon request. Additionally, as the District expands its payroll system usage, Paylocity offers the potential for expanded capabilities.

Given the District's needs for integration flexibility, strong benefits administration, and scalability for a mid-sized organization, Paylocity is the recommended choice. It offers robust compliance tools, seamless integration with existing systems, and a mobile-friendly platform with social collaboration features, all of which will enhance employee engagement and streamline HR processes.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Systems Efficiency.

This item is under Strategic Initiative No. 3 – Financial Health and Stability.

Budget:

This system will be funded through the general fund and is tied to the GL Account 1-06-4155-630 for CY 2025.

Supporting Documents:

- Paylocity Proposal and subscription agreement
- Paycom Proposal and summary

Investment Summary

January 23, 2025 | Quote # Q-246193 | Version # 8 | Quote valid for 30 days



Client Company
Palmdale Water District


Client Contact
Dennis Hoffmeyer

Palmdale, CA 93550
6614561048

Palmdale, CA 93550
(661) 456-1021

 **Total Employee Count**
97

 **Monthly Fee**
\$2,126.65

 **One-Time Fees**
\$5,622.56

 **Total Annual Investment**
\$26,419.30

**Total Annual Investment includes estimated annual fees*
**Annualized fees do not include usage based fees*
**Monthly fees based on # of Active Employees as defined in the Service Agreement*
***Plus sales tax if applicable*

See following pages for line item breakdown of services

This Investment Summary ("Investment Summary" or "Order") is governed by the Paylocity Subscription Agreement found [here](#) together with any additional terms specified below. Any terms and conditions referenced on a Client purchase order shall not apply to this Investment Summary.

By signing below, Client agrees to the terms and conditions of this Investment Summary and the SA which shall be effective as of the date of Client's signature below ("Order Effective Date").

Paylocity Account Executive	Date
Signature	

Matthew Abraham

Client Authorization	Date
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Signature

Name (Print)

National Awards & Recognition



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One-Time Fees	Qty	Rate	Price
HCM Bundle			\$5,622.56
Payroll Implementation	-	-	Included
General Ledger Implementation	-	-	Included
Time & Labor Implementation	-	-	Included
Human Resources Implementation	-	-	Included
Self-Service Portal Implementation	-	-	Included
Time Off Implementation	-	-	Included
Integrations			
External Integration Implementation	-	-	Included
401K Integration Implementation	-	-	Included
One-Time Total			\$5,622.56

Monthly Fees	Base	Qty	Rate	Monthly
HCM Bundle	\$135.24	97	\$20.53	\$2,126.65
Payroll				
• Payroll Processing	-	-	-	Included
• Unlimited Payroll Runs	-	-	-	Included
• Prorated & Retro Pay	-	-	-	Included
• New Hire Reporting	-	-	-	Included
• Direct Deposit	-	-	-	Included
• On Demand Payment	-	-	-	Included
• Check Printing Service	-	-	-	Included
• Tax Filing & Payments	-	-	-	Included
• General Ledger	-	-	-	Included
Time & Labor				
• Time & Attendance	-	-	-	Included
• Scheduling +	-	-	-	Included
• Time Collection	-	-	-	Included
Human Resources				
• Human Resources Management	-	-	-	Included
• Workflows Process Automation	-	-	-	Included
• Centralized Document Library	-	-	-	Included
• Unlimited Custom Fields	-	-	-	Included
• Fillable Employee Forms	-	-	-	Included
• Time Off Management	-	-	-	Included
• Employee Self-Service	-	-	-	Included
• Position Management	-	-	-	Included
• Org Chart & Directory	-	-	-	Included
• Skills & Certifications Management	-	-	-	Included
• ACA Tracking & Reporting	-	-	-	Included
• Compliance Management	-	-	-	Included
• Employment Verification	-	-	-	Included
Talent				
• Recruiting	-	-	-	Included
• Onboarding	-	-	-	Included

Investment Summary

January 23, 2025 | Quote # Q-246193 | Version # 8 | Quote valid for 30 days



• Performance Management	-	-	-	Included
• Compensation Management	-	-	-	Included
Employee Experience				
• AI Assist	-	-	-	Included
• Community	-	-	-	Included
• Recognition	-	-	-	Included
• Mobile App	-	-	-	Included
Insights & Reporting				
• Data Insights	-	-	-	Included
• Dynamic Reporting	-	-	-	Included
• Modern Workforce Index	-	-	-	Included
Integrations				
• Microsoft Dynamics 365 Business Central Integration	-	-	-	Included
• Lincoln Financial Integration	-	-	-	Included
Customer Service				
• Dedicated Account Management	-	-	-	Included
• On Demand Training (PEAK)	-	-	-	Included
• Unlimited Product Training	-	-	-	Included
			Monthly Total	\$2,126.65

There is no fee to the company for On Demand Payment; however, employees will be charged \$1.25 per transaction.

Annual Fees	Base	Qty	Rate	Annual
W2 / 1099	\$50.00	97	\$7.00	\$729.00
1095 Forms	\$25.00	97	\$1.50	\$170.50
			Annual Total	\$899.50

Usage-Based Fees	Base	Rate
Garnishment Managed Services		\$9.25
Delivery Next Day (UPS)		\$20.00
Split Pack		\$6.00

The fees listed above are invoiced as incurred on per usage basis in accordance with the terms and conditions. Please note these fees are in addition to the ongoing fees stated in the Investment Summary section of the quote.

Investment Summary

January 23, 2025 | Quote # Q-246193 | Version # 8 | Quote valid for 30 days



Additional Terms

The following additional terms and conditions apply to the Services described herein. Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Paylocity Subscription Agreement.

1. Subscription Term

a) **Initial Subscription Term:** The Initial Subscription Term commences on Service Start Date and continues for a period of one month. "Service Start Date" means (i) to the extent the Order does not cover any payroll services, the Order Effective Date or (ii) in the case of an Order that contains payroll services, on the date of First Payroll Processing. "First Payroll Processing" means any use of Paylocity's Services by or on behalf of Client to administer payroll.

(b) **Renewal Term:** Upon conclusion of the Initial Subscription Term, the Services automatically renew for a period of one month at a time.

2. Additional Pricing and Payment Terms

(a) Implementation Fees are non-cancellable and non-refundable as of the Order Effective Date.

(b) Implementation Fees are due by Client upon the Order Effective Date.

(c) Paylocity reserves the right to update the price for the Services at any time commencing one year after the Order Effective Date, ("Initial Pricing Term").

(d) Client agrees to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement and in the same manner that payroll and tax funds are collected.

(e) **Termination Fee:** If Client terminates the Agreement with any less than 30 days prior written notice, Client shall pay a termination fee equal to the average monthly amount billed for the Services over the prior 12 month period immediately preceding the termination (or if less than twelve (12) months has elapsed, the monthly average amount billed to Client over the months the Agreement was in effect prior to the termination date.)

Subscription Services Agreement

This Subscription Services Agreement (“SA” and, collectively with the other agreements and Paylocity transaction documents referenced herein, the “Agreement”) is entered into by and between the legal entity identified in the signature block (“Client,” or “you”) and Paylocity Corporation (“Paylocity”), each a “Party” and collectively the “Parties,” as of the earlier of the date of the last signature or Client’s access to a Paylocity offering (“Effective Date”).

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICES, AS DEFINED BELOW, YOU ARE ACCEPTING AND AGREEING TO THIS SA ON BEHALF OF CLIENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE ON BEHALF OF CLIENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH ANY OF THE TERMS SET FORTH HEREIN, YOU SHOULD CEASE ACCESSING OR USING THE SERVICES IMMEDIATELY. PLEASE NOTE THAT PAYLOCITY RESERVES THE RIGHT TO REVISE THE AGREEMENT FROM TIME TO TIME UPON NOTICE TO YOU.

THIS AGREEMENT DESCRIBES IMPORTANT OBLIGATIONS OF CLIENT, PARTICULARLY WITH REGARD TO ITS OBLIGATION TO COMPLY WITH LAWS APPLICABLE TO CLIENT. PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SERVICES, OR CONTINUING TO DO SO, YOU ACKNOWLEDGE AND AGREE TO THESE LIMITATIONS.

SECTION 1: ACCESS TO AND USE OF THE SERVICES

1.1 Services; Licenses; Scope of Use.

- a. Services. Paylocity has developed and provides clients access to its software-as-a-service offering leveraging its proprietary human resources and payroll platform as described in this SA (the “Subscription Services”). Paylocity also provides additional services related to the Subscription Services as identified in an Order (the “Additional Services”). As used herein, the term “Services” refers collectively to the Subscription Services and the Additional Services. Paylocity may also provide certain implementation and configuration services as separately identified in an Order or statement of work or similar professional service description provided by Paylocity (“Professional Services”). Paylocity will perform the Services or Professional Services identified in a valid Paylocity ordering document signed by Client and subject to the terms of this SA (an “Order”).
- b. Licenses. Subject to Client’s compliance with the terms of the Agreement:
 - i. Paylocity hereby grants Client a limited, revocable, nonexclusive, non-sublicensable, non-transferable license to access and use the Services during the Subscription Term, as defined in Section 2.1 (Subscription Term), solely for Client’s internal business purposes. During the Subscription Term, Client is entitled to access and use the Services set forth in an Order, in accordance with the Order and any applicable Additional Service Terms made available [here](#) (“Additional Service Terms”); and
 - ii. Paylocity hereby grants Client a limited, nonexclusive, nontransferable, non-sublicensable right to access, use, and display any support or technical materials that relate to the Services that Paylocity makes available to Client (“Documentation”) during the Subscription Term solely for Client’s internal use in connection with the licenses granted in this Section 1.1(b).
- c. Scope of Use. The Services include functionality for use by Client’s employees, contractors, and other workers that Client has authorized to access and use the Services solely in connection with their individual relationships with Client (“Authorized Users”). In order to access the Services through a mobile app or a web browser, Authorized Users may be required to agree to be bound by the Paylocity Platform End User License Agreement, set forth within the application (the “EULA”). Client is responsible for Authorized Users’ compliance with the EULA. Client will designate certain Authorized Users who may access the Services specifically on behalf of Client (“Administrators”). Client acknowledges and agrees that Administrators act on Client’s behalf in connection with the Services and that Administrators will have access to Client and Authorized User confidential information, including Client Personal Information (as defined in Section 4.5 (Data Privacy and Security)).

1.2 Limitations on Use. The limitations and restrictions set forth in this Section 1.2 (Limitations on Use) will apply to Client’s access to and use of the Services, Deliverables, and Documentation. “Deliverables” means any tangible or intangible work product or output that is created, conceived, developed, or otherwise generated by or on behalf of Paylocity in performing Professional Services. Deliverables may include, for example, reports, processes, scripts, APIs, interfaces, and other materials and outputs that Paylocity may deliver to Client during the applicable Subscription Term.

- a. License Restrictions. Client will not and will not permit or authorize any Authorized User or third party to: (i) reverse engineer, decompile,

disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services, Deliverables or the Documentation, or any portion thereof; (iii) copy (except for archival purposes), rent, lease, resell, distribute, pledge, assign, or otherwise transfer or allow any lien, security interest, or other encumbrance on the Services, Deliverables or the Documentation; (iv) use the Services, Deliverables, or Documentation for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with, or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Services or related systems, hardware, or networks, or any content or technology incorporated in any of the foregoing; or (vi) remove, obscure, or alter any proprietary notices or labels of Paylocity, its licensors, or other service providers on the Services, Deliverables or the Documentation. Client will not provide access to any Services or Deliverables to any person who is not an Authorized User. Client will and will require Authorized Users to use the Services and Deliverables strictly in accordance with the Documentation and the terms of the Agreement at all times.

- b. Acceptable Use Policy. Client will not and will not permit or authorize any Authorized User or third party to use the Services or Deliverables: (i) in violation of any applicable law, for any illegal or fraudulent activity or for any activity outside the scope of use expressly permitted hereunder; (ii) to violate the rights of others; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam"); or (vii) in any manner that damages, disables, overburdens, or impairs any of Paylocity's websites, servers, or otherwise interferes with any other party's use of the Services.
- c. Client will limit its use of the Services to any restrictions, use levels, or additional terms and conditions set forth in any applicable Additional Service Terms or Order.

1.3 Account Security. Client is responsible for ensuring that each Authorized User and Administrator maintains the confidentiality of the Service credentials and other account information that an Authorized User or Administrator uses or creates to access or use the Services or Deliverables (collectively, the "**Service Credentials**"). Client will be fully responsible for administering Service Credentials, including assignment, maintenance, and removal of access to Authorized Users or Administrators, and any and all activities that occur under the Service Credentials. Client agrees to immediately notify Paylocity of any unauthorized uses of any Client passwords or accounts or any other breach of security with respect to the Services of which it becomes aware. Paylocity will not be liable for any loss or damage arising from Client's failure to comply with Client's account security obligations and this Section 1.3, including as it relates to fraudulent activity occurring under the Service Credentials. Notwithstanding the foregoing, Paylocity retains the right to require minimum security requirements for Service Credentials and access to the Service.

1.4 Professional Services. To the extent Paylocity performs Professional Services on behalf of Client, such Professional Services shall be governed by this Agreement and the Professional Services Terms made available [here](#) ("**Professional Services Terms**").

1.5 Affiliate Use of Services. Client Affiliates, as defined below, may only access Services or Professional Services pursuant to this SA as described in subsection (a) or (b):

- a. If Client wishes to permit one or more of its Affiliates to access or use the Services or Deliverables pursuant to the Agreement in effect between Client and Paylocity, Client must: (i) identify each such Affiliate in an Order signed by Client; (ii) agree that Client is fully responsible and liable for Affiliate's use of the Services and Deliverables in compliance with the terms of such Agreement; and (iii) agree that Client is fully responsible for the Affiliate's funding obligations hereunder. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, whereas "**control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. If Client wishes to add additional Affiliates per the foregoing, Client may request a new Order identifying the applicable Affiliates to be added.
- b. If an Affiliate of Client wishes to purchase Services from Paylocity directly, Paylocity may enter into a separate Order with such Affiliate for the purchase and performance of Services, provided that the Affiliate: (i) represents and warrants that it has all requisite authority to enter into such Order; (ii) signs an Order that incorporates by reference the terms of the Agreement in effect between Client and Paylocity and agrees to take on all of the rights and obligations of the Client under such Agreement in connection with the Order, and (iii) agrees that it is fully responsible and liable for its use of the Services in compliance with the terms of such Agreement including all funding obligations hereunder. For clarity, in the case of an Affiliate purchase as set forth in this Section 1.5(b), the Subscription Term shall be as set forth in that Order.

1.6 Intellectual Property.

- a. Ownership. Client acknowledges that, as between the Parties and subject to the licenses in Section 1.1 (Licenses; Scope of Use), Paylocity owns any and all right, title, and interest in and to: (i) the Services, Deliverables, Feedback (as defined in Section 1.6(b)), Usage Data (as defined in Section 4.4 (Usage Data)), and Documentation, and all Intellectual Property Rights (as defined below) therein; and (ii) any Intellectual Property Rights arising from the performance of the Professional Services. As between the Parties, subject to the licenses in Sections 4.1 (Client Marks) and 4.2 (Client Data), Client owns all right, title, and interest in the Client Data, Client Materials, and Client

Marks, and all Intellectual Property Rights therein. “**Client Materials**” means Client-owned or licensed materials provided by Client to Paylocity that are reasonably necessary to enable Paylocity to deliver the Professional Services, which may include content libraries, information, software, hosted services, APIs, and systems. “**Intellectual Property Rights**” means: (i) copyrights and other rights associated with works of authorship; (ii) trademark and trade name rights and similar rights including all goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future under the laws of any jurisdiction.

- b. Feedback. If Client or any of its Authorized Users provide Paylocity with suggestions, comments, or feedback regarding the features, functionality, or usability of the Services, Deliverables or Documentation (“**Feedback**”), Client agrees that Paylocity shall be free to use, disclose, reproduce, license, or otherwise distribute and exploit the Feedback provided to it by Client or its Authorized Users as Paylocity sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

SECTION 2: TERM AND TERMINATION

- 2.1 Subscription Term. This SA begins on the Effective Date and will continue in effect until terminated as set forth herein. The initial term for access to and use of the Services shall be specified in the applicable Order (“**Initial Subscription Term**”). Notwithstanding the foregoing, by accessing or using the Services at any time, including prior to the Service start date, Client agrees to be bound by and comply with the terms of the Agreement. After the Initial Subscription Term, the Services will renew automatically for the period specified in the Order (each a “**Renewal Term**”) unless either Party gives written notice to the other of its intent to not renew the Subscription Service in accordance with the notice periods specified in the applicable Order. The Initial Subscription Term and any Renewal Terms are collectively referred to herein as the “**Subscription Term**.”
- 2.2 Termination.
 - a. Either Paylocity or Client may terminate this SA or any Order effective immediately upon written notice to the other if: (i) the other Party is in material breach of the Agreement and fails to cure that breach within 30 days of receiving written notice thereof, or (ii) the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If an Order is terminated pursuant to this Section 2.2 (Termination), this SA shall remain in effect solely with respect to any remaining Order.
 - b. In addition to the foregoing, Paylocity may also terminate this SA or any Order effective immediately upon written notice to Client: (i) if Client is in breach of its obligations under Section 1 (Access To and Use of the Services) or the applicable statement of work, Additional Service Terms or Order; (ii) Client undergoes a material adverse change to its financial condition that Paylocity reasonably believes will impact Client’s ability to fulfill its obligations under the Agreement; (iii) if Client fails to communicate with Paylocity or provide required information needed by Paylocity to provide Services, or otherwise ceases use of the Services to process payroll, if applicable; (iv) Paylocity has suspended the Services pursuant to Section 2.4 (Suspension of Services) and Client has failed to remedy the issue as specified therein; or (v) Client is operating in an industry that is or becomes a prohibited industry such that Paylocity cannot deliver Services to Client due to a potential violation of applicable laws or regulations as determined by Paylocity in its reasonable discretion.
 - c. Subject to payment of any termination fees specified in an Order (“**Termination Fee**”), Client may terminate this SA or an Order for convenience at any time by providing written notice to Paylocity in accordance with the terms of the applicable Order.
- 2.3 Effect of Termination. Upon termination or expiration of this SA or any Order for Services, Client will immediately: (a) cease use of the applicable Service(s), Deliverables, and Documentation; (b) become solely responsible for any payment obligations to third parties owed under a Service (including, without limitation, tax filing services); (c) except in the case of a termination by Client for Paylocity’s breach of the Agreement pursuant to Section 2.2(a) above, pay any applicable Termination Fees; (d) reimburse Paylocity for any payments made hereunder on Client’s behalf to any third party; (e) pay any and all fees and charges for the Services or Deliverables rendered or made available prior to the effective date of termination; and (f) promptly return to Paylocity or destroy (with certification of destruction) all Paylocity Confidential Information, as defined in Section 5 (Confidentiality). Notwithstanding the obligations in subsection (f), Client shall not be required to destroy copies of Confidential Information stored on backup disks or systems that are automatically produced in the ordinary course of business and which are not accessible from employee workstations. Any Confidential Information so retained will be held subject to the obligations of Section 5 (Confidentiality). Client agrees that Paylocity shall be entitled to recoup all of the foregoing fees and amounts due pursuant to this Section 2.3 in accordance with the funding obligations specified in Section 10 (Funding for Certain Services). The following provisions will survive any termination of this SA: Section 1.6 (Intellectual Property), Section 2.3 (Effect of Termination), Section 2.5 (Extended Access to Data), Section 5 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 10 (Funding for Certain Services), Section 11 (Governing Law; Venue), and Section 12 (Miscellaneous), and any other provision of this SA that must survive to fulfill its essential purpose.
- 2.4 Suspension of Services. Paylocity may immediately suspend Client’s access to the Services if: (a) Client does not have sufficient funds in its account for Paylocity to perform the Services, or (b) Client fails to remit timely Service Fees (as defined in Section 3.1 (Fees)), payroll, or tax funds to Paylocity or is otherwise in breach of its funding obligations hereunder, or (c) Client uses a bank that no longer is willing to originate debits from Client’s account or credits on Client’s behalf for any reason or Client otherwise has an account where authorization to debit is terminated, or (d) Paylocity reasonably believes that there is fraudulent or illegal activity associated with Client’s Services account. In the

event of any such suspension, Paylocity will notify Client and provide Client with 24 hours from the time of notice to rectify any such insufficient funds, activity, or banking issues, and fees for the Services will continue to accrue during any such period of suspension. If Client fails to rectify the situation in accordance with the foregoing, Paylocity may terminate this SA effective immediately without any further liability and Section 2.3 (Effect of Termination) shall apply.

- 2.5 **Extended Access to Data.** For up to 1 year following the effective date of termination of the applicable Order ("**Data Access Period**"), Client may request access to Client Data, as defined in Section 4.2 (Client Data), for an annual fee of \$5 per active Authorized User, subject to a separately signed Order for such access if required by Paylocity at the time of purchase. The minimum charge for such extended access is \$1,000 and is payable prior to the date access is provided to Client. Upon the conclusion of the Data Access Period, Paylocity will delete such Client Data in accordance with its standard retention policies.

SECTION 3: SERVICE FEES AND CHARGES

- 3.1 **Fees.** Client agrees to pay the fees for Services and other charges pursuant to this SA in accordance with the applicable Order ("**Service Fees**"). Service Fees are based on the employee headcount identified on the applicable Order as of the Order Effective Date (as defined in the Order), provided that Client will be charged for Service Fees monthly based on Client's actual Active Headcount of that month during the Subscription Term. "**Active Headcount**" means the number of employee records (including all employee records covering Authorized Users, full-time and part-time employees, contingent labor or contractors, or any other individual for whom Client is recording or processing information within the Services) that are not listed as a terminated status in the employee record within the Paylocity Services platform. Service Fees paid for all Services are non-refundable and non-cancellable. Client acknowledges that Service Fees are payable in full in accordance with the terms of the applicable Order regardless of whether Client accessed or used a Service during such period. Paylocity may deliver ancillary services in accordance with its standard procedures in order to fulfill the Services hereunder (which may include, without limitation, those related to late funding, insufficient funds notification and processing, emergency payment requests, and amended tax returns) and in such cases, (i) those ancillary services will be deemed "Services" hereunder and (ii) Paylocity will charge any related fees to Client from time to time at the applicable rates as they occur. Late payments shall be subject to an interest charge at the rate of 1.5% per month, and Client shall be responsible for all of Paylocity's cost of collection of amounts due hereunder, including, without limitation, attorneys' fees and costs.
- 3.2 **Fee Disputes.** Client must notify Paylocity in writing if Client disputes any portion of the Service Fees within 30 days of the applicable invoice date. Paylocity shall use commercially reasonable efforts to resolve any such dispute promptly. If Client does not provide Paylocity with such requisite written notice, Client will not be entitled to dispute the fees paid or payable under the applicable invoice.
- 3.3 **Taxes.** Client is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of the Services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by the applicable taxing authorities.

SECTION 4: CLIENT MARKS, CLIENT DATA; SECURITY AND PRIVACY

- 4.1 **Client Marks.** If Client provides Paylocity with one or more of its trademarks, trade names or logos ("**Client Marks**") for use in connection with a Service, Client grants to Paylocity a revocable, nonexclusive, non-transferable, worldwide license to use, reproduce, and display and distribute the Client Marks solely in connection with Paylocity's performance of the Services.
- 4.2 **Client Data.** "**Client Data**" means any data or data files of any type that are uploaded or provided by Client for storage or processing in connection with the Services, and the content of any outputs created by Client or its Authorized Users through use of the Services that is based on Client Data, except Usage Data, as defined in Section 4.4 (Usage Data). Subject to Paylocity's intellectual property rights contained in Section 1.6 (Intellectual Property), Client retains ownership of Client Data but grants Paylocity a revocable, nonexclusive, non-transferable, worldwide license to use, reproduce, and display Client Data for the purpose of performing the Services and Professional Services and for Paylocity's obligations to comply with all applicable laws. Client will at all times ensure that Client Data, and Authorized Users' use and provision thereof to Paylocity, will not violate any limitations on use set forth in Section 1.2 (Limitations on Use) or any applicable law.
- 4.3 **Accuracy of Client Data and Information.** Client is solely responsible for the content and accuracy of all Client Data. Client will submit Client Data to Paylocity in a form, at a time, and by the method specified by Paylocity. It is Client's responsibility to review payroll data and other information prior to processing and to promptly identify any errors. Client acknowledges that Paylocity is entitled to rely conclusively on all Client Data input by Client, and does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of any Client Data. Notwithstanding the foregoing, if Client Data submitted to Paylocity is incorrect, incomplete, or not in proper form, and Paylocity agrees to make corrections to such data on Client's behalf, Client agrees to pay Paylocity additional fees associated with making such corrections. Notwithstanding the foregoing, Client is solely responsible for any applicable penalties, fines, missed payments, judgments, or losses due to incorrect coverage, or any other losses incurred that result from incorrect, incomplete, or untimely Client Data.
- 4.4 **Usage Data.** "**Usage Data**" means (a) any aggregated and anonymized data that may be generated or derived from Client Data or Client's use of the Services that cannot be used to identify or would not reasonably be expected to identify Client or any individual as the source of such data, and (b) any data relating to the business relationship between Paylocity and Client, including as set out in Paylocity's Notice of Privacy Practices for Clients and Business Contacts available [here](#).

4.5 Data Privacy and Security.

- a. The Services involve transmissions of Client Data and other information over the Internet through a website hosted by or on behalf of Paylocity. Paylocity will use encryption and other industry-standard safeguards to protect such information when being transmitted over the Internet. Notwithstanding the foregoing, Client acknowledges that neither the security of transmissions over the Internet nor of the Client's hardware used to access the Internet can be guaranteed by Paylocity.
- b. Paylocity will implement physical, technical, and administrative safeguards to maintain the security of Client Data used by Paylocity to perform the Services while in Paylocity's control.
- c. Paylocity will process Client Personal Information (as defined in the DPA) in accordance with the terms of the Privacy Policy, found [here](#), and the Paylocity Corporation Data Protection Addendum ("DPA") which is available and can be executed [here](#).

SECTION 5: CONFIDENTIALITY

- 5.1 Definition. "Confidential Information" means non-public, confidential, or proprietary information provided by or made available by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the subject matter of this SA that (a) is labeled or designated in writing as confidential or proprietary; (b) the Receiving Party is advised is proprietary or confidential; or (c) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary, regardless of the form in which such information is conveyed. Any Deliverables or Documentation provided to the Client in connection with a Service or Professional Services is the Confidential Information of Paylocity.
- 5.2 Exclusions. Confidential Information does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Section 5; (b) was in the Receiving Party's possession without restriction prior to its receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (d) is disclosed to the Receiving Party from any third party on a non-confidential basis, except where such disclosure constitutes a wrongful or tortious act by the third party.
- 5.3 Protection, Non-Use, and Non-Disclosure of Confidential Information. The Receiving Party will not use or disclose to any third party any Confidential Information disclosed to the Receiving Party by or on behalf of the Disclosing Party except to the extent required to: (a) perform or receive the benefit of the Services or Professional Services; (b) to enforce its rights under this SA, or (c) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The Receiving Party will safeguard such Confidential Information to the same extent that the Receiving Party safeguards its own Confidential Information, but in any case, will exercise at least reasonable care.

SECTION 6: REPRESENTATIONS AND WARRANTIES

- 6.1 Mutual Representations and Warranties. Throughout the Subscription Term, each Party represents and warrants to the other that it has full power and authority to enter into this SA and to perform its obligations hereunder, and that the entering into of this SA and the performance of its obligations hereunder does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract or agreement with a third party.
- 6.2 Paylocity Representations and Warranties. Paylocity represents and warrants that at all times during the Subscription Term it will use then-current industry standards and measures for preventing the Services from containing Harmful Code. "Harmful Code" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (1) computer, software, firmware, hardware, system, or network; or (2) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (ii) prevent Client or any Authorized User from accessing or using the Services as intended by this SA.
- 6.3 Client Representations and Warranties. Client represents and warrants that at all times during the Subscription Term: (a) it will use the Services, Deliverables and Documentation in compliance with all applicable laws; and (b) it has all rights and permissions necessary to provide the Client Data, Client Materials, and Client Marks to Paylocity. Without limiting the foregoing:
 - a. IT IS CLIENT'S SOLE RESPONSIBILITY AND DUTY TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS RELATED TO CLIENT'S BUSINESS, AND ENGAGING PAYLOCITY TO PERFORM THE SERVICES DOES NOT RELIEVE CLIENT OF ANY SUCH OBLIGATION.
 - b. CLIENT IS SOLELY RESPONSIBLE FOR REVIEWING AND VERIFYING THE ACCURACY AND INTEGRITY OF ALL CLIENT DATA PROVIDED TO PAYLOCITY TO PERFORM THE SERVICES.
 - c. CLIENT ACKNOWLEDGES THAT PAYLOCITY IS NOT AN ACCOUNTING OR LAW FIRM AND NO SERVICES WILL BE CONSTRUED BY CLIENT AS TAX, ACCOUNTING OR LEGAL ADVICE, NOR WILL PAYLOCITY BE DEEMED A FIDUCIARY OF CLIENT. ACCORDINGLY, CLIENT UNDERSTANDS THAT IT IS CLIENT'S RESPONSIBILITY TO PAY ANY FEE OR PENALTY ASSESSED BY THE INTERNAL REVENUE SERVICE OR OTHER STATE OR FEDERAL REGULATORY AGENCY.

6.4 Warranty Disclaimer. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6:

- a. PAYLOCITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; AND
- b. PAYLOCITY MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PAYLOCITY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE DELIVERABLES, OR THE DOCUMENTATION.

SECTION 7: INDEMNIFICATION

- 7.1 Client Indemnification. Client will defend Paylocity and its licensors from and against any claim, action, demand, or proceeding by a third party (each a "Claim") and will hold harmless and indemnify Paylocity against any resulting Losses, as defined below, that arise from or relate to: (a) the actions or omissions of Client in connection with its use of the Services, including any Claims brought by any Client personnel or Authorized Users, or dependents or heirs of such Client personnel or Authorized Users, arising out of Client's use of the Services; (b) Client's negligence, willful misconduct, or failure to comply with applicable laws in connection with the subject matter of the Agreement, (c) a Claim alleging that the Client Data, Client Materials or Client Marks infringe or otherwise misappropriate the Intellectual Property Rights or other proprietary rights of a third party; or (d) Client's use of a Third-Party Service, as defined in Section 9.1 (Third-Party Services), through any integration with a Service. "Losses" means damages that are awarded by a court or fines and penalties that are assessed by a governmental entity, or amounts agreed to in settlement by the indemnifying party and associated reasonable attorneys' fees and costs.
- 7.2 Paylocity Indemnification. Paylocity will defend and indemnify Client against a Claim alleging that the Subscription Services infringe or misappropriate such third party's United States patent or copyright rights or misappropriate such third party's trade secret (each an "IP Claim"). Notwithstanding the foregoing, Paylocity shall have no liability under this section to the extent that an IP Claim arises from: (a) use of the Subscription Services in combination with other equipment or software or services; (b) any modification to the Subscription Services made by or on behalf of Client or any other third party; (c) Client's failure to install any updates to or new versions of the Subscription Service provided by Paylocity; (d) use of the Subscription Services other than in the manner expressly authorized under this SA; or (e) Client Data, Client Materials or other Client content processed by the Services. If Client's right to continue using the Subscription Services is likely to be enjoined, at Paylocity's sole discretion, Paylocity may (i) attempt to obtain the right for Client to continue to use the infringing Subscription Service; or (ii) replace or modify the infringing Subscription Service so that it no longer infringes but functions substantially equivalently or (iii) if neither (i) or (ii) is commercially practicable, Paylocity shall have the right to terminate this SA and the rights and licenses granted hereunder upon written notice to Client and shall refund to Client any pre-paid amounts for the Subscription Service for the period following the effective date of termination.
- 7.3 Indemnification Procedure. The Party seeking indemnification under this Section 7 will: (a) give the indemnifying Party prompt written notice of the Claim, (b) tender to the indemnifying Party control of the defense and settlement of the Claim (provided that a settlement may not impose on the indemnified Party any costs or obligation to admit liability without its prior, written consent), and (c) cooperate with the indemnifying Party in defending or settling the Claim. The indemnified Party will have the right to participate at its own expense in any indemnification action or related settlement negotiations using counsel of its own choice at its own expense.
- 7.4 Sole remedy. THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF PAYLOCITY AND CLIENT'S SOLE REMEDY WITH RESPECT TO ANY IP CLAIM.

SECTION 8: LIMITATION OF LIABILITY

- 8.1 IN NO EVENT SHALL PAYLOCITY BE LIABLE TO CLIENT, AUTHORIZED USERS OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8.2 IN NO EVENT SHALL PAYLOCITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PAYLOCITY FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD DIRECTLY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SECTION 9: THIRD-PARTY INTEGRATIONS

- 9.1 Third-Party Services. Paylocity may provide the capability for Client to link or integrate a Service with certain third-party products or services ("Third-Party Services") in accordance with Section 9.2 (Integration Services) or Section 9.3 (API). Paylocity is not responsible for and does not endorse any such Third-Party Services and disclaims any and all liability arising from or relating to the use of such Third-Party Services by or on behalf of Client.

- 9.2 Integration Services. Client may engage Paylocity to create a native integration, electronic data exchange integration or flat files integration between a Service and a Third-Party Service (the “**Integration Services**”) via a Paylocity ordering document describing the Integration Services to be performed pursuant to the Professional Services Terms. In addition to any terms set forth therein and as otherwise set forth in this SA, by requesting Integration Services, Client represents and warrants that:
- Client has obtained any and all rights and permissions required to share and transmit Client Data with and to the Third-Party Services provider;
 - Client authorizes Paylocity to provide such Client Data and Client Confidential Information to such Third-Party Services provider as may be required to perform the Integration Services;
 - Client is, and will continue throughout the Subscription Term to be, a current active customer of the Third-Party Services; and
 - Client will obtain adequate rights from such Third-Party Services provider for Paylocity to perform the Integration Services, including the rights to use any applicable tools available from such Third-Party Services provider.
- 9.3 API. If covered under an Order, Client may access and use certain pre-existing application programming interfaces created by or on behalf of Paylocity for the purpose of facilitating the integration of the Service with a Third-Party Service (each an “**API**”) subject to the applicable Additional Service Terms.

SECTION 10: FUNDING FOR CERTAIN SERVICES

- 10.1 Obligation to Remit Funds. Client is responsible for remitting timely funds to Paylocity for the performance of certain Services, including but not limited to payroll and tax services, in accordance with the timelines set forth in 10.2 (Debited Funds) and 10.3 (Wire Transfer Funds). In connection with the use of such Services, Client acknowledges and agrees to the following:
- For any Service including an electronic funds transfer to be made across the Automated Clearing House network (each an “**ACH Transaction**”), Client will be designated as the “**Originator**,” as defined in the National Automating Clearing House Association (“**Nacha**”) Operating Rules as may be amended from time to time by Nacha (the “**Operating Rules**”);
 - Client authorizes Paylocity to initiate ACH Transactions on its behalf as directed by Client;
 - Client shall comply with the Operating Rules as applicable to Originators with regard to any and all fund transfers hereunder;
 - Client will not initiate an ACH Transaction that is in violation of the laws of the United States;
 - Client will indemnify, defend, and hold Paylocity and each Originating Depository Financial Institution, as defined in the Operating Rules, harmless from and against any Claim arising from an act or omission of Client pursuant to this Section 10; and
 - Paylocity reserves the right to conduct an annual audit to confirm Client’s compliance with the terms of this Section 10 (or more frequently based on Paylocity’s reasonable suspicion of noncompliance).
- 10.2 Debited Funds. For any payroll processed with total liabilities of less than \$1 million, Paylocity will debit Client’s bank account for all ACH Transactions one banking day prior to the applicable payroll check date and, as a result, requires all amounts to be available for withdrawal from Client’s account at least two business days prior to the applicable payroll check date. In the event the total amount of funds is not available one banking day prior to the applicable check date: (a) Paylocity will charge Client a \$100.00 fee; (b) Client must wire all outstanding funds to Paylocity’s specified bank account by 2 PM CT on the same business day of the date of notification by Paylocity of the insufficient funds; and (c) if such funds are not wired to Paylocity in accordance with the foregoing, Paylocity reserves the right to terminate the Agreement effective immediately as set forth in Section 2.2 (Termination), or suspend the Services as set forth in Section 2.4 (Suspension). The foregoing is in addition to any other rights Paylocity may have under this Agreement or under applicable law.
- 10.3 Wire Transfer Funds. Notwithstanding the provisions of Section 10.2 (Debited Funds), Client must initiate a wire transfer of funds one banking day prior to the payroll check date for any payroll processed when: (a) total payroll liabilities exceed \$1 million; (b) Paylocity is not performing tax services for Client; (c) Client does not meet (or no longer meets) Paylocity’s credit standards; or (d) Client has failed to meet its funding obligations due to the return or rejection of an ACH Transaction. Notwithstanding the foregoing, if Client processes payroll and the majority of its workforce is set up as Form 1099 contractors, Client will be required to pre-fund all payroll liabilities by wire transfer one banking day prior to the payroll check date. In the event all funds are not received by Paylocity in accordance with this Section 10.3, all payroll and tax liabilities (including, without limitation, direct deposit, and bank checks) will remain on hold and will not be processed by Paylocity until all funds have been received via a successful wire transfer.
- 10.4 Right to Hold Funds, Setoff. Paylocity reserves the right to hold funds resulting from a void (reversal) for six banking days to mitigate the risk of returned ACH Transactions for payroll liabilities or employee reversals. Client grants Paylocity the right to set off with any funds retained

by Paylocity for purposes of remitting payments or making payments to Client employees, taxing authorities, or other third-party agencies. Paylocity may allocate funds remitted or otherwise made available to it by Client to any amounts owed to Paylocity hereunder as Paylocity deems appropriate in its sole discretion.

10.5 Sufficient Funds. In connection with the Services subject to this Section 10, Client agrees as follows:

- a. All Client-designated bank accounts will have sufficient funds to pay Client's third-party obligations in relation to the Services (i.e., employee payroll payments, taxes, agency, or other obligations) within the time periods set forth in this Section 10 in order to satisfy Client's third-party obligations in their entirety.
- b. If Client fails to have sufficient funds to pay such third-party obligations including, without limitation, penalties, or other fees, then Client shall be responsible for all of Paylocity's cost of collection of amounts due hereunder, including, without limitation, attorneys' fees, and costs.
- c. In the event Client fails to comply with all its funding requirements under this Section 10, Paylocity reserves the right to terminate the SA effective immediately as set forth in Section 2.2 (Termination) or suspend the Services as set forth in Section 2.4 (Suspension). This is in addition to any other rights Paylocity may have under this SA or under applicable law. Paylocity also reserves the right to reverse employee transactions and/or tax payments for which funds have not been received from Client.

SECTION 11: GOVERNING LAW; VENUE

This SA and all matters arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to the Agreement shall be initiated in a United States federal, or state court located in the state of Illinois, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement.

SECTION 12: MISCELLANEOUS

12.1 Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this SA, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, consent shall not be required if this SA is assigned by Paylocity in connection with a merger, acquisition, change of control, or sale of all or substantially all of the assets to which this Agreement relates. Any purported assignment or delegation in violation of this Section will be null and void.

12.2 Force Majeure. Neither Party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder (not including any payment obligations) if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such Party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or avoid it at a reasonable cost.

12.3 Publicity. During the Subscription Term and at all times after its termination or expiration, Client must not make any media release or other public announcement relating to or referring to the Agreement without Paylocity's prior written consent. Client acquires no right to use, without Paylocity's prior written consent, the terms or existence of the Agreement, the names, trademarks, service marks, or copyrighted materials of Paylocity in any advertising, publicity, press release, presentation, or promotion.

12.4 Limitation of Actions. No action arising under or in connection with this SA may be brought by Client or Paylocity more than two (2) years after such Party becomes or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

12.5 Notices. Any notice or communication required or permitted under the Agreement will be in writing and sent to Client at the address set forth in the Order or to the email address set forth in the Client's account within the Subscription Services and sent to Paylocity at Paylocity Corporation, Attn: Legal Department, 1400 American Ln, Schaumburg, IL 60173 or to legalnotices@paylocity.com. Such notice will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered, postage or delivery pre-paid; or (c) the day of sending by email (if sent on a business day, or else on the next business day), except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier, postage or delivery pre-paid. Notwithstanding the foregoing, Paylocity may also provide notice electronically via postings on our website, in-product notices, or on our self-service portal or administrative center, as applicable.

12.6 Authorization to Review Credit. Client understands that this SA may be considered as an application for credit and hereby authorizes Paylocity to review the credit of Client, including reports from credit bureaus, references, bank account ownership and status, bank account transaction history, and other available financial information.

12.7 Integration; Order of Precedence. The Agreement sets forth the entire agreement between you and Paylocity relating to the Services and any Professional Services and supersedes all prior and contemporaneous oral and written agreements. Client agrees that its purchase of any Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made

by Paylocity regarding future functionality or features. If there is a conflict between this SA and other agreements or ordering documents referenced herein, the following order of priority will control: (a) the DPA (solely with respect to the Parties' obligations to protect personal data, subject to the Limitation of Liability contained herein); (b) the Additional Service Terms (but only with respect to the applicable Additional Service); (c) this SA; and (d) the Order or other Paylocity ordering document (but only with respect to the applicable Service or Professional Service). Client's additional or different terms and conditions will not apply, whether included in a purchase order or otherwise. Paylocity reserves the right to update the terms of the Agreement from time to time upon notice to you.

12.8 **Waiver; Enforceability.** No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived. If any portion of the Agreement is determined to be invalid, illegal, or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.



Created on 01/27/2025. Valid For 30 Days.

Client Signature
Printed Name

Title
Date

Human Capital Management Solution

Human Capital Management Solution			
Solution	Base	Per Check	Per Payroll Fee
Background Screening			Per Use Fee
Single Application HCM System			Included
Dedicated Paycom Specialist			Included
Beti®			Included
- Approve My Check®			Included
- Payroll Automation			Included
- Payroll Dashboard			Included
Applicant Tracking			Included
Drug Testing			Per Use Fee
E-Verify®			Included
New Hire Reporting			Included
Employee Self-Service®			Included
- AskHere			Included
- Manager on-the-Go®			Included
Documents and Checklists			Included
- Self-Onboarding			Included
Time and Attendance			Included
GeoFencing			Included
Scheduling			Included
Time-Off Accrual Tracking			Included
Time-Off Requests			Included
- Gone			Included
Payroll Processing			Included
- Check Vouchers			Included
- Federal Electronic Tax Depositing (941,940)			Included
- Deposit and File State Tax Deposits			Included
- Deposit and File SUTA (State Unemployment)			Included
- Quarterly Federal/State Deposit Statements			Included
- Quarterly 941s Signed and Filed			Included
- Jurisdiction Filing (6.00 USD per additional Jurisdiction)		Jurisdictions: 1	\$ -
- Position Seat Management			Included
- Direct Data Exchange®			Included
- Employment Predictor			Included
- Organizational Chart			Included
- My Analytics/Executive Dashboard			Included
- Tax Registration Service			Per Use Fee
Payroll Gross to Net			Included
General Ledger Concierge			Included
Check Stuffing			Included
Advanced Report Center			Included
Push Reporting®			Included
Workers Comp Tracking			Included

All monetary values in this document are in (USD)



401(k) Report				Included
Tax Credits				Included
Benefits Administration				Included
Enhanced Affordable Care Act				Included
Government & Compliance				Included
Expense Management				Included
Performance & Compensation				Included
Personnel Action Forms				Included
- Performance Discussion Forms				Included
COBRA	Plus \$3.95 Per Letter - Billed Monthly			Included
Vault				Included
Total (USD)	87	\$206.72	\$9.49	\$1,032.35

Pay-Per-Use				
Solution	Quantity	Base	Per Check	Per Payroll Fee
Direct Deposits (Per Distribution)	0	\$8.88	\$0.31	\$ -
Full Garnishments	0	\$ -	\$10.00	\$ -
Total (USD)				\$0.00

Grand Total Per Payroll (USD) \$1,032.35

One-Time Conversion, Set-Up and Training				
Solution	Option	Quantity	Per Unit Charge	Fee
Client Conversion	Included			\$9,001.51
Training	Included			Included
401(k) File	Included	1	\$500.00	\$500.00
Total Initial Investment (USD)				\$9,501.51

Annually				
Solution	Option			Annual Fee
940 Filed	Included			Included
W-3 Transmittal	Included			\$75.00
Employee/Employer W-2s	Included		Per W-2	\$6.95
ACA Form 1094 (B or C)	Included			\$75.00
ACA Form 1095 (B or C)	Included		Per 1095 Form	\$6.95

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.
 Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

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All monetary values in this document are in (USD)



Created on 01/27/2025. Valid For 30 Days.

Client Signature
Printed Name

Title
Date

Human Capital Management Solution

Solution	Base	Per Check	Per Payroll Fee
Background Screening			Per Use Fee
Single Application HCM System			Included
Dedicated Paycom Specialist			Included
Beti®			Included
- Approve My Check®			Included
- Payroll Automation			Included
- Payroll Dashboard			Included
Applicant Tracking			Included
Drug Testing			Per Use Fee
E-Verify®			Included
New Hire Reporting			Included
Employee Self-Service®			Included
- AskHere			Included
- Manager on-the-Go®			Included
Documents and Checklists			Included
- Self-Onboarding			Included
Time and Attendance			Included
GeoFencing			Included
Scheduling			Included
Time-Off Accrual Tracking			Included
Time-Off Requests			Included
- Gone			Included
Payroll Processing			Included
- Check Vouchers			Included
- Federal Electronic Tax Depositing (941,940)			Included
- Deposit and File State Tax Deposits			Included
- Deposit and File SUTA (State Unemployment)			Included
- Quarterly Federal/State Deposit Statements			Included
- Quarterly 941s Signed and Filed			Included
- Jurisdiction Filing (6.00 USD per additional Jurisdiction)	Jurisdictions: 1		\$ -
- Position Seat Management			Included
- Direct Data Exchange®			Included
- Employment Predictor			Included
- Organizational Chart			Included
- My Analytics/Executive Dashboard			Included
- Tax Registration Service			Per Use Fee
Payroll Gross to Net			Included
General Ledger Concierge			Included
Check Stuffing			Included
Advanced Report Center			Included
Push Reporting®			Included
Workers Comp Tracking			Included

All monetary values in this document are in (USD)



401(k) Report				Included
Tax Credits				Included
Benefits Administration				Included
Enhanced Affordable Care Act				Included
Government & Compliance				Included
Expense Management				Included
Performance & Compensation				Included
Personnel Action Forms				Included
- Performance Discussion Forms				Included
COBRA	Plus \$3.95 Per Letter - Billed Monthly			Included
Vault				Included
Total (USD)	6	\$206.72	\$9.49	\$263.66

Pay-Per-Use				
Solution	Quantity	Base	Per Check	Per Payroll Fee
Direct Deposits (Per Distribution)	0	\$8.88	\$0.31	\$ -
Full Garnishments	0	\$ -	\$10.00	\$ -
Total (USD)				\$0.00

Grand Total Per Payroll (USD) \$263.66

Annually			
Solution	Option		Annual Fee
940 Filed	Included		Included
W-3 Transmittal	Included		\$75.00
Employee/Employer W-2s	Included	Per W-2	\$6.95
ACA Form 1094 (B or C)	Included		\$75.00
ACA Form 1095 (B or C)	Included	Per 1095 Form	\$6.95

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.
 Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

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All monetary values in this document are in (USD)



Proposal Summary for Valued Partner - Palmdale Water District

Company Summary					
Company Name	# of Checks/ Vouchers	Base/Per Check	Per Payroll Fee	Total Initial Investment	Annual Estimate
Palmdale Water District	93	\$206.72/ \$9.49	\$1,296.01	\$9,501.51	\$30,005.02
Total (USD)	93		\$1,296.01	\$9,501.51	\$30,005.02

Frequency Summary				
Company Name	Frequency	# of Checks/Vouchers	Per Payroll Fee	Annual Estimate
Palmdale Water District	Bi-Weekly	87	\$1,032.35	\$26,841.10
Palmdale Water District	Monthly	6	\$263.66	\$3,163.92
Total (USD)		93	\$1,296.01	\$30,005.02

All monetary values in this document are in (USD)



BOARD MEMORANDUM

DATE: March 10, 2025
TO: BOARD OF DIRECTORS
FROM: Mr. Wendell Wall, Facilities Manager
VIA: Mr. Scott Rogers, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: *CONSIDERATION AND POSSIBLE ON APPROVAL OF AMENDMENT NO. 1 TO CONTACT NO. 2025-002 WITH SOUTH WEST PUMP AND DRILLING, INC. FOR WELL NO. 15A PUMP SERVICES. (\$135,000.00 – NON-BUDGETED – FACILITIES MANAGER WALL)*

Recommendation:

Staff recommends that the Board approve Amendment No. 1 to Contract 2025-002 with South West Pump and Drilling, Inc. to complete the replacement of the pump and rehabilitation of the well screen at Well No. 15A.

Alternative Options:

The Board can choose not to approve this Amendment.

Impact of Taking No Action:

The District would not be able to produce groundwater to meet system demands.

Background:

The pump at Well No. 15A failed on January 31, 2024. Staff solicited quotes and the District entered into a contract with South West Pump and Drilling, Inc. to pull and inspect the pump and inspect the well. The pump was discovered broken and needs replacing. A down hole video showed some clogged perforations in the well, and the deviation survey found the casing is not plume at about 740 ft, which will require raising the pump 20 feet to avoid this area. The total cost of the emergency work was \$28,029.00. Initially the quote was for \$25,819.00 for pulling of the pump but the column pipe specified was 10-inch. South West's pump crew found that the column pipe was 8-inch. Additional labor for one (1) man and delivery truck to deliver the 8-inch column pipe elevators to well site requiring a change order and an increase in cost in the amount of \$2,220.00.

The amendment to Contract No. 2025 -02 is for South West Pump and Drilling, Inc. to perform the following tasks:

- Procure new pump
- Prepare in shop the tools needed to brush, bail and mechanically clean well
- Mobilize equipment, cable tool to perform the cleaning of the well
- Work includes 2 men crew, 6 days of work, 40 hours

March 10, 2025

- Wire brush 446 feet of 16-inch perforated casing
- Installation of pump, column pipe, tube, and shaft
- Disinfect well to pass bacteriological samples
- South West to perform Start Up of Well

Strategic Plan Initiative/Mission Statement:

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

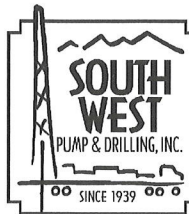
This item directly relates to the District’s Mission Statement.

Budget:

This is non-budgeted under Contract No. 2025-002 with the contract totaling \$135,00.00.

Supporting Documents:

- South West Pump and Drilling Company, Inc:
 - Quote to pull and inspect Well #15A
 - Quote for Change Order No. 1
 - Quote to provide pump, wire brush and bail, mechanically swab, install pump, disinfect well to AWWA standards, and start up well



53-381 Highway 111
 Coachella
 California 92236
 Tel: 760.398.3977

Proposal No: P2723
 Date: 1/9/2025

Bill To:

Palmdale Water District
 2029 East Avenue Q
 Palmdale, CA 93550

Well No. 15
 1003 E. Avenue P
 Palmdale, CA 93550

Job No: SALES	Palmdale Tax Rate 10.25%
Customer P. O. Number:	
Description	Extended Price
Prevailing Wage Labor - Mobilize 3 Men, Pump Rig and Flatbed Service Truck to Well Site	1,812.00
On Site Prevailing Wage Labor - Rig-Up, Remove Pump Discharge Head, 740-Feet of 10-Inch x 3-Inch x 1-15/16-Inch Column Assemblies (1) 14 Stage Goulds 11CHC Bowl Assembly, 10-Foot Suction Pipe with Strainer	11,600.00
One (1) Night Per Diem for Three (3) Men	500.00
Prevailing Wager Labor - Demobilize 3 Men, Pump Rig and Flatbed Service Truck from Well Site	1,812.00
Shop Labor to Off Load Well 15 Pumping Equipment, Disassemble, Clean & Inspect	3,840.00
South West Pump & Drilling, Inc. will supply inspection report, photos, recommended repairs with itemize pricing	NO CHARGE
Perform Downhole Video Inspection, Well Deviation Survey and Reports	6,255.00

Payment will be required upon completion of the work. If the above referenced estimate and payment terms meet your approval, please sign below and return via email to sales@swpdinc.com

Authorized Signature: _____ Title: _____

Date: _____ Purchase Order No.: _____

Amount: \$ 25,819.00
 Sales Tax: \$ 0.00
 Deposit: \$ 0.00
 Total Amount: \$ 25,819.00

This Estimate is Valid for 30 Days.
****Please Note - By signing this quote, you are authorizing SWPD to dispose of your old equipment**

Thank You For Your Business!

CHANGE ORDER NO. 1

DATE OF ISSUANCE January 30, 2025
 EFFECTIVE DATE Upon Execution
 OWNER's Contract No. 2025-002
 CONTRACTOR: South West Pump & Drilling, Inc.
 OWNER: Palmdale Water District
 MANAGER: Wendell Wall

Contractor is directed to make the following changes in the Contract Documents.

Description: Contract No. 2025-002 Well 15 Pump

Reason for Change Order: Column Pipe Specified 10-inch. Pump Crew found Column Pipe is 8-inch. Additional labor for one (1) man and delivery truck to deliver 8-inch Column Pipe Elevators to Well Site.

Attachments: Contractor's Request for Change dated 1/30/25 (attached).

CHANGE IN CONTRACT PRICE: Original Contract Price	CHANGE IN CONTRACT TIMES: Original Contract Times
\$ 25,819.00	90 days
Net Changes from previous Change Orders	Net Changes from previous Change Orders
\$0	0
Contract Price prior to this Change Order	Contract Times prior to this Change order
\$ 25,819.00	90 days
Net Increase (decrease of this Change Order)	Net Increase (decrease of this Change Order)
\$ 2,210.00	1
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ 28,029.00	91 days

RECOMMENDED

APPROVED

ACCEPTED

By: Wendell Wall
 Facilities Manager

By: Danielle LaManceaux
 PWD, General Manager

By: Brian Jeffers
 Contractor, Vice President

Date: 02/03/2025

Date: 02/03/2025

Date: 01/30/2025

South West Pump & Drilling, Inc
53-381 Highway 111
Coachella, CA 92236

Request For Change

Status: Pending

Scott Hulsebus
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Date: 01/30/25
Respond By Date: 01/30/25
Internal RFC No: 1
Internal Job No: 250108
Customer Job No:

Well 15 - R&I Pump (Emergency)
1003 E. Avenue P
Palmdale, CA 93550

Attn:
Owner Doc No:

Column Pipe Specified 10-Inch. Pump Crew Found Column Pipe is 8-Inch:

Prevailing Wage Labor for One (1) Man and Delivery Truck to Deliver 8-Inch Column Pipe Elevators to Well Site	1,710.00
Pump Crew Standby Time	N/C
One (1) Extra Night Per Diem	500.00

Total RFC: 2,210.00

Approved Change Order No: _____

Accepted Date: _____

Accepted By: _____

Please sign and return a copy as soon as possible











2025-002 Well 15 Pump - South West Pump & Drilling Inc - Change Order 1

Final Audit Report

2025-02-03

Created:	2025-01-30
By:	Jennifer Villa (jv@palmdalewater.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-fbHdTQi9XK6ZjmPkXW8uh44fYuANUgn

"2025-002 Well 15 Pump - South West Pump & Drilling Inc - Change Order 1" History

-  Document created by Jennifer Villa (jv@palmdalewater.org)
2025-01-30 - 10:49:03 PM GMT
-  Document emailed to Brian Jeffers (bjeffers@swpdinc.com) for signature
2025-01-30 - 10:49:07 PM GMT
-  Email viewed by Brian Jeffers (bjeffers@swpdinc.com)
2025-01-30 - 11:49:32 PM GMT
-  Document e-signed by Brian Jeffers (bjeffers@swpdinc.com)
Signature Date: 2025-01-30 - 11:50:14 PM GMT - Time Source: server
-  Document emailed to Wendell Wall (wwall@palmdalewater.org) for signature
2025-01-30 - 11:50:15 PM GMT
-  Email viewed by Wendell Wall (wwall@palmdalewater.org)
2025-02-03 - 4:16:10 PM GMT
-  Document e-signed by Wendell Wall (wwall@palmdalewater.org)
Signature Date: 2025-02-03 - 8:59:55 PM GMT - Time Source: server
-  Document emailed to Dennis LaMoreaux (dlamoreaux@palmdalewater.org) for signature
2025-02-03 - 8:59:56 PM GMT
-  Email viewed by Dennis LaMoreaux (dlamoreaux@palmdalewater.org)
2025-02-03 - 9:16:58 PM GMT
-  Document e-signed by Dennis LaMoreaux (dlamoreaux@palmdalewater.org)
Signature Date: 2025-02-03 - 9:17:37 PM GMT - Time Source: server

✔ Agreement completed.

2025-02-03 - 9:17:37 PM GMT

South West Pump & Drilling, Inc
 53-381 Highway 111
 Coachella, CA 92236

Request For Change

Status: Pending

Date: 03/04/25
 Respond By Date: 03/04/25
 Internal RFC No: 2
 Internal Job No: 250108
 Customer Job No:

Scott Hulsebus
 Palmdale Water District
 2029 East Avenue Q
 Palmdale, CA 93550

Well 15 - R&I Pump (Emergency)
 1003 E. Avenue P
 Palmdale, CA 93550

Attn:
 Owner Doc No:

Shop Labor to Install New 16-Inch Rubber Disc on Swab Tool	240.00
Shop Labor to Install New Wires on Wire Brush Tool (16.75" Bristles)	975.00
Shop Labor to Load Swab Tool, Weight Bars, Wire Brush, Bailer and Dump Bucket onto Flatbed	325.00
Prevailing Wage Labor to Mobilize Cable Tool Rig, Service Truck and Two (2) Men to Well Site	1,680.00
On-Site, Prevailing Wage Labor to Rig-Up and Set-Up Tooling	560.00
On-Site, Prevailing Wage Labor to Wire Brush 446-Feet of 16-Inch Perforated Casing for Twenty-One (21) Hours	14,175.00
On-Site, Prevailing Wage Labor to Bail Fill Material from Bottom of Well	1,350.00
On-Site, Prevailing Wage Labor to Install Tight Fitting Swab Tool and Swab 446-Feet of 16-Inch Perforated Casing for an Estimated Time of Forty-Eight (48) Hours	32,400.00
Per Diem for Two (2) Men for an Estimated Six (6) Days	2,400.00
On-Site, Prevailing Wage Labor to Rig-Down, Clean and Secure Well Site	560.00
Prevailing Wage Labor to Demobilize Cable Tool Rig, Service Truck and Two (2) Men from Well Site	1,680.00
Shop Labor to Off-Load Swab Tool, Weight Bars, Wire Brush, Bailer and Dump Bucket	325.00
Shop Labor - Balance 730-Feet of Line Shafts Within .003-Inch, Assemble 730-Feet of Oil Tube Assemblies, Install Tube and Shaft Assemblies into 8-Inch Column Pipe	2,880.00
Shop Labor - Load Pumping Equipment onto Service Truck	2,160.00
Prevailing Wage Labor to Mobilize Three (3) Men, Pump Rig and Service Truck to Well Site.	1,812.00
Prevailing Wage Labor to Rig-Up, Install 720-Feet of 8-Inch x 3-Inch x 1-15/16-Inch Pumping Equipment, Discharge Head, Gear Drive and Rig-Down	11,600.00
Perform Disinfection	4,200.00
Perform Start-Up Procedure	650.00
Three (3) Nights Per Diem for Three (3) Men	1,500.00
Prevailing Wage Labor to De-Mobilize Three (3) Men, Pump Rig and Flatbed Service Truck from Well Site	1,812.00
Supply (1) New 14-Stage Flowserve 12 EMM (Three (3) to Four (4) Week Lead Time)	35,034.00
Supply (1) Perforated Suction Tail Pipe	3,875.00
Supply Stainless Steel Airline with Stainless Steel Banding & Buckles	3,800.00
Sales Tax (10.25%)	4,377.67
Estimated Freight	2,625.00
Total RFC:	132,995.67

Approved Change Order No: _____

Accepted Date: _____

Accepted By: _____

Please sign and return a copy as soon as possible



BOARD MEMORANDUM

DATE: March 10, 2025
TO: **BOARD OF DIRECTORS**
FROM: Mr. Shadi Bader, Engineering Manager
VIA: Mr. Scott Rogers, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO ENTER INTO AN AGREEMENT WITH GARNEY CONSTRUCTION, INC. TO PERFORM CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES FOR THE PRE-CONSTRUCTION PHASE OF THE PALMDALE DITCH CONVERSION PROJECT. (\$181,486.00 – BUDGETED – PROJECT NO. 21-613 – ENGINEERING MANAGER BADER)***

Recommendation:

Staff recommends that the Board of Directors authorize staff to enter into an agreement with Garney Construction, Inc. to perform Construction Manager At-Risk (CMAR) services for the pre-construction phase (GMP 1) of the Palmdale Ditch Conversion Project in the amount of \$181,486.00.

Alternative Options:

The alternative is to utilize the traditional Design-Bid-Build option which will impact the District's grant schedule.

Impact of Taking No Action:

The District will continue to lose about 1,500 acre-feet per year of raw water drawn from the Littlerock Dam and will not receive the construction grant.

Background:

The Palmdale Water District (PWD) is planning to replace the existing Palmdale Ditch, a 7.2-mile water conveyance structure that runs from Littlerock Dam to Lake Palmdale. Currently, the Ditch is either earthen or concrete-lined, with approximately 70% of its length remaining unlined. The remaining 30% is either concrete-lined or enclosed in tunnels or culverts. The Ditch was originally constructed in the 1880s.

In 1995, roughly 1,900 feet of the Ditch, starting at the debris basin downstream of Littlerock Dam, was replaced with a 54-inch pipeline. In 2010, approximately 3,800 feet of the Ditch, from Lake Palmdale to Sierra Highway, was replaced with a 48-inch-diameter reinforced concrete pipeline.

March 10, 2025

The Board of Directors authorized staff to use the CMAR project delivery method on November 25, 2024. This method involves hiring a construction manager early in the design phase to oversee the entire project. The manager assumes financial responsibility for delivering the project within a pre-determined "Guaranteed Maximum Price" (GMP), meaning they are liable for any costs exceeding that amount. This structure incentivizes the manager to actively manage costs and schedules to the owner's benefit, essentially placing the "risk" of cost overruns on the construction manager.

Staff is seeking Board approval for GMP 1, which covers the pre-construction services phase of the project. This approval will allow the construction manager's input during the design process to help mitigate potential risks, improve constructability, and reduce change orders during construction. At a later date, staff will return to the Board and request authorization for additional approvals for GMPs related to the construction of pipeline segments.

On December 11, 2024, staff issued a Request for Proposal (RFP) for CMAR services for the Palmdale Ditch Conversion Project through the District's OpenGov page. The solicitation was also advertised in the Los Angeles Times and the Antelope Valley Press on two separate occasions. On February 12, 2025, three CMAR proposals were electronically received and opened. A summary of the proposals is presented below:

Construction Company	Company Headquarters	Total Price for GMP 1
Garney Pacific, Inc.	Temecula, CA	\$181,486
Nicholas Construction Inc.	Shafter, CA	\$195,000
Balfour Beatty Infrastructure, Inc.	Long Beach, CA	\$725,000

Engineering staff reviewed and evaluated all proposals based on a qualifications-based selection procedure. The evaluation criteria included:

- Letter of Introduction
- Profile of Firm
- Project Team Structure and Key Personnel
- Relevant Project Experience
- Project Understanding and Key Considerations
- Pre-Construction Services Proposal
- Company References

Based on the criteria listed above, the evaluation team recommends Garney Construction, Inc. to provide CMAR services for the Pre-Construction Phase of the Palmdale Ditch Conversion Project under GMP 1. The staff negotiated the updated costs, as shown in the table above, with Garney Construction, Inc. In a future Board meeting, an amendment for GMP 2 will be brought to the Board for approval of the actual construction costs and a new agreement between the District and Garney Construction, Inc.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT
VIA: Mr. Scott Rogers, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: CMAR Services for Palmdale Ditch Project

March 10, 2025

Garney Construction, Inc. is a licensed contractor registered with the Department of Industrial Relations.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiatives No. 1 – Water Resources Reliability and No. 3 – Systems Efficiency.

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

Budget:

This item is budgeted and will be charged to Work Order No. 21-613.

Supporting Documents:

- Proposal Package from Garney Construction, Inc.
- Presentation: Construction Manager At-Risk (CMAR) services for the Construction of the Palmdale Ditch Conversion Project

ELECTRONIC

PROPOSAL FOR:

PALMDALE WATER DISTRICT

**RFP: 21-613A CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES
FOR THE PALMDALE DITCH CONVERSION PROJECT**

***SUBMITTED BY:
GARNEY PACIFIC, INC.***

41619 MARGARITA RD #200
TEMECULA, CA 92591



A. LETTER OF INTRODUCTION

41619 MARGARITA RD #200
TEMECULA, CA 92591

PALMDALE WATER DISTRICT

CMAR SERVICES FOR THE PALMDALE DITCH CONVERSION PROJECT

JANUARY 24, 2025

Attention: Scott Rogers, Assistant General Manager
2029 East Avenue Q
Palmdale, CA 93550

Dear Mr. Scott Rogers and Members of the Selection Committee:

Through the implementation of the Palmdale Ditch Conversion Project, the Palmdale Water District (PWD) is proactively addressing the challenges posed by increased drought frequency and water scarcity. This water conveyance infrastructure upgrade will help PWD protect its assets and meet the community's needs for generations to come. **Choosing the Construction Manager At Risk (CMAR) delivery method is a critical first step towards success, as it leverages the benefits this approach brings to complex projects like yours.**

Garney is excited for the opportunity to collaborate with and provide preconstruction and construction services to PWD on your first CMAR Project. By electing to use this delivery method, we recognize you expect cost and schedule certainty, amongst other key benefits. This is a challenging Project that is best suited for the most experienced pipeline Design-Build team in California. **Together, we bring extensive pipeline expertise, having installed 21.5 million LF of pipeline since 2004. Our exceptional collaboration and lead-from-the-front mentality ensure your project meets its goals in terms of quality, cost, schedule, risk, and safety. Additionally, we are committed to identifying and expanding funding opportunities to drive success.**

We will mitigate Project risks, provide detailed Project schedule capabilities, and thoroughly review the design, while addressing all lifecycle and operability considerations. Our team will work with permitting agencies, utility companies, Los Angeles Department of Water & Power, Southern California Edison, LA Metro, City of Palmdale, South Coast Air Quality Management District, local environmental permitting agencies, and other stakeholders to ensure the Project is designed and constructed on schedule, within budget, and in compliance with all requirements.

PWD will benefit from our team's experience outlined below:

- ◆ Key personnel with the right blend of collaborative delivery experience (CMAR, PDB, CMGC), pipeline, minor structures, and jack and bore expertise
- ◆ More CMAR project experience than any other pipeline contractor in California
- ◆ Comparable ditch conversion to pipeline project experience
- ◆ An unmatched collaborative history and ongoing partnership with the designer of record, Hazen & Sawyer (Hazen)
- ◆ Established relationships with key Project stakeholders including LA Metro, LADWP, and Southern California Edison

A COMPLETE TEAM READY ON DAY ONE

You selected the CMAR delivery method because you are looking for budget and schedule certainty while delivering your rate payers of Palmdale high-quality infrastructure. We assembled a team that provides local and national expertise in all areas of the Project scope. As a team, we have the right expertise and staff ready to engage with your Project. When construction ramps up, we can access additional local craft. **Our readily available resources, combined with our waterline expertise and time-tested processes from over \$15.2 billion in collaborative delivery projects, ensure we are ready to get to work.**

PROJECT APPROACH

We have refined our collaborative project approach over the last 20 years delivering CMAR projects that will provide PWD added value through the following key aspects:

- 1 Early budget validation.** We recognize the importance of validating the budget—we propose the first opinion of probable construction cost (OPCC) to begin within 20 days of notice to proceed (NTP). As part of this process, we will continue developing a combined Risk Register to ensure we have sufficient time to address risk.
- 2 Cost and schedule certainty.** Preconstruction is focused on identifying opportunities and solving challenges that can lead to price and schedule variability.
- 3 Construct the Project ahead of schedule.** We recognize the benefit of having the complete system online and actively allowing water flows to Lake Palmdale, therefore we will provide schedule opportunities to allow for expedited construction starts immediately following funding availability.
- 4 Thoughtful innovation.** Our approach to innovation is to promote it where it makes sense. We conduct structured team workshops to promote, discuss, and document a path forward on innovations that the team decides is best.
- 5 Design packaging to facilitate early construction.** We propose to separate final design packages in a thoughtful manner that facilitates efficient approval and allows for select work areas to begin work while other, more complex designs, remain in development. For example, we will create a separate design package for electrical and instrumentation scopes. This allows early start of GMP 2 pipeline material ordering and construction staging.

ACHIEVING YOUR GOALS

As your CMAR partner, we will accomplish your goals below and mitigate every challenge that comes with a project of this magnitude.

- ✓ ***PWD desires to expend the DWR grant funds prior to the expiration date of March 31, 2026.***

Our approach is to start with the end in mind. **We have currently developed schedule opportunities, like early material release packages such as RCP materials, control panels, and electrical instrumentation. Upon selection, in partnership with PWD, we will continue to expand our innovations and schedule acceleration options that will ensure all Project funds are spent prior the expiration date in 2026.** A key factor in the successful preconstruction phase of this Project will be the early and effective engagement of team members. This approach will maximize the limited time available for pricing, planning, permitting, and procuring materials, ensuring an expedited start on the Project work scopes. As a national leader in advancing water, we have the depth of resources necessary for success. Our established local resources, with the support of our national resources, will be available for each phase of your Project.

- ✓ ***PWD desires to establish a collaborative relationship with the CMAR and Hazen that encourages innovation in the design and construction of the Project.***

With 22 years and \$3 billion of work delivered together, the Garney+Hazen team is well-versed in effective processes for collaborative delivery projects and has the experience to ensure this Project fully utilizes and embraces the benefits of this delivery method. We will bring our teaming experience to efficiently drive the Project forward and maintain an open and collaborative environment for all parties, maximizing collaboration between Garney, Hazen, and PWD. **Garney has delivered 100 collaborative delivery projects for first-time collaborative delivery owners—we know how to quickly establish a collaborative environment that creates a Project-first partnership with all team members.**

- ✓ **CMAR innovation to expedite the Project schedule while optimizing the quality, performance, and cost of your Project.**

We will identify efficiencies and improvements across all aspects of the Project, from permanent design to temporary work, and from permitting to system operations. **Our team has successfully navigated similar water conveyance pipeline challenges on numerous projects, including the Canal Levee Elimination and Flood Control Segments 3 and 4, as well as the Ranch Creek Canal Improvements. On these projects, we overcame narrow right-of-way constraints and environmental challenges.** By combining innovative methods with our extensive experience, we effectively balance the approval timeline with GMP 2 and the overall Project schedule.

The essential ingredient for your Project is people—and our team is ready to be the partner PWD deserves. Project Manager, Chris Dietrich, a 20+ year veteran of the water pipeline industry with multiple successfully delivered collaborative delivery projects, and Preconstruction Manager, Nathan Trevor, who has managed dozens of similar projects, will lead your Project. They are supported by water professionals selected for their technical expertise and collaborative abilities to ensure a successful Project.

As your CMAR, you can expect a partner with unwavering commitment at every level, a team of qualified and passionate players to collaborate with yours, and a culture of stewardship and community care that has defined our company’s long-standing history of delivering projects in California and throughout the U.S.

On behalf of the entire Garney team, we sincerely appreciate your consideration and look forward to partnering with you.

Respectfully submitted,
Garney Pacific, Inc.



William D. Williams
Executive Vice President - Pipe West



WATER & WASTEWATER. IT'S ALL WE DO.

As the nation’s largest contractor focused solely on water and wastewater, we are currently ranked Engineering News-Records’ (ENR) **#1 Contractor in Water Transmission Lines and have held the #1 ranking for 13 consecutive years.** A sampling of our relevant 2024 ENR Rankings are shown below:

#1 WATER TRANSMISSION LINES
(TOP 400 CONTRACTORS SOURCEBOOK)

#1 WATER SUPPLY
(TOP 400 CONTRACTORS SOURCEBOOK)

#2 SEWER AND WASTE
(TOP 400 CONTRACTORS SOURCEBOOK)

#5 ENVIRONMENTAL FIRMS
(TOP 400 CONTRACTORS SOURCEBOOK)

This letter confirms that Garney can meet all the requirements outlined in the proposal.

We acknowledge the receipt of:
Addendum #1 issued Dec. 16, 2024.
Addendum #2 issued Jan. 13, 2025.
Addendum #3 issued Jan. 22, 2025.
Addendum #4 issued Jan. 27, 2025.
Addendum #5 issued Feb. 04, 2025.



**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF
GARNEY PACIFIC, INC.**

The undersigned, Natalie R. Dees, hereby certifies that she is the duly elected and qualified Assistant Secretary of Garney Pacific, Inc. a California Corporation (the "Company"), and that as Assistant Secretary, she maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Board of Directors of the Company on the 19th day of December, 2024 and that such resolution is now in full force and effect:

RESOLVED: That the following individuals listed below

Matthew T. Foster	President
Wayne A. O'Brien	Vice President
William D. Williams	Vice President
Michael D. Strong	Secretary
Natalie R. Dees	Assistant Secretary
Allison B. Huffman	Assistant Secretary
Ronald Daniel Eckdahl	Director

are hereby granted the authority incident thereto as set forth in the bylaws of the Corporation and California state law, including the power and authority to act on behalf of the Corporation and execute and deliver such contracts, agreement or other documents on behalf of the Corporation consistent with such grant of authority.

IN WITNESS WHEREOF, the undersigned has hereby affixed her name as Assistant Secretary and caused the corporate seal of the Company to be affixed hereto this 19th day of December, 2024.





Natalie R. Dees, Assistant Secretary

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B. PROFILE OF THE FIRM

Since Garney's inception as a water pipeline contractor, our sole focus has been water and wastewater infrastructure. **Over the past 64 years, we have grown into the nation's largest pipeline contractor.** We have built a well-earned reputation through unparalleled experience, quality, and safety. We specialize in the construction of sewer and water piping systems, treatment facilities, pump stations, and storage tanks. We service the public, private, federal, and industrial sectors.

For more than 20 years, collaborative delivery projects have been a focus for Garney and account for \$8.7 billion and 90% of our projects nationwide.

We have successfully completed **302 CMAR projects valued at \$7.4 billion** and an additional **260 projects totaling \$7.8 billion using other collaborative delivery methods.**

Garney is a 100% employee-owned firm, which separates us from our competition. Ownership is a powerful tool—those who have it have a vested interest to work harder and smarter, resulting in a safe project executed at the highest quality level possible. Simply put, our employee-owners work harder because your success is our success.

THE NATION'S #1 PIPELINE CONTRACTOR

Garney has successfully installed **21,500,000+ LF of pipeline** nationwide. Our crews have experience constructing pipelines up to **168" in diameter** and with a variety of materials in different soil types across the U.S.

90%
OF OUR WORK IS
COLLABORATIVE
DELIVERY

100

CLIENTS LED BY GARNEY THROUGH
THEIR **FIRST** COLLABORATIVE
DELIVERY PROJECT

FIRM SIZE

Garney has 2,489 employees nationwide with 133 employees located in California.

Salary = 927 | Craft = 1,562

LOCAL ORGANIZATION STRUCTURE

Garney Pacific, Inc. (Garney) is a subsidiary of Garney Holding Company, the largest water and wastewater contractor in the nation. Garney is the CMAR proposing on the Project and will hold the contract with PWD. The following companies operate under the Garney Holding Company umbrella:

GARNEY HOLDING COMPANY

- Garney Pacific, Inc.
- Garney Companies, Inc.
- Garney Federal, Inc.
- Garney P3, LLC
- A&W Maintenance and Coatings, LLC
- Warren Environmental and Coatings, LLC

Our operations will be based out of our Southern California office location in Temecula, CA.

We are a fully union signatory contractor for all the craft trades who self-perform our work. This includes the carpenters, laborers, and operating engineers. We have staff and craft that live throughout the greater Southern California area that will support, manage, and execute all phases of this Project's scope. Our local leadership team consists of:



BILL WILLIAMS

Executive Vice President
(Principal-in-Charge)
PH: 719.423.0200
bwilliams@garney.com



KEITH LEMASTER

Director - Pipe West
PH: 720.402.4881
klemaster@garney.com



CHRIS DIETRICH

Area Manager
(Project Manager)
PH: 209.329.7033
cdietrich@garney.com



NATHAN TREVOR

Preconstruction Manager
(Preconstruction Manager)
PH: 310.350.8003
nathan.trevor@garney.com

FINANCIAL STABILITY, CAPACITY, AND RESOURCES

Garney's financial strength and proven success have resulted in one of the lowest bonding rates in the industry. Our low bond rates not only save our clients money but also provide the assurance that Garney has the financial backing to successfully complete projects.

A. STATEMENT OF OFFEROR'S ABILITY TO PROVIDE PERFORMANCE AND PAYMENT BOND

We have provided a letter confirming our ability to obtain a performance and payment bond for the full amount of the Project on the following page.

B. STATEMENT OF PROPOSER'S ABILITY TO MEET THE OWNER'S INSURANCE REQUIREMENTS

We have provided a letter on page 8 from Arthur J. Gallagher indicating that Garney is fully capable of complying with the insurance requirements specified.

C. LEGAL HISTORY

Within the normal course of business, Garney is periodically subject as a party to a lawsuit or participates in dispute resolution. Most actions are not brought forth by Garney and are amicably settled before reaching a level of legal action. While Garney is occasionally engaged in claims and disputes involving subcontractors, suppliers, and the engineering and construction professions, it rarely results in litigation. At present, none of these cases are against Owners. Most actions are dismissed without contribution from Garney or result in no finding of liability of our company. No actions are currently pending that will materially impact our financial standing or our ability to perform on a project of any size. At no time has Garney ever been assessed liquidated damages or been debarred from bidding.

(a) No, there are no public projects undertaken by Garney or its subcontractors where litigation is still pending or has occurred within the last five years.

(b) No, there are no projects where claims or settlements were paid by the Proposer or its insurers within the last five years.

SOLID FINANCIAL FOUNDATION

\$6B

AGGREGATE PROGRAM

\$700M

LARGEST PROJECT BONDED

\$4B

BONDING AVAILABILITY

CNA SURETY

January 6, 2025

Palmdale Water District
2029 E Avenue Q
Palmdale, CA 93550

Re: Garney Pacific, Inc.
RFP – CMAR for Palmdale Ditch Conversion Project

To Whom It May Concern:

In connection with the requirements of your Request for Proposal concerning Garney Pacific, Inc.'s bond program, we are pleased to respond in that regard.

Bonds have been written on a co-surety basis by The Continental Insurance Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies, since 2006. A.M. Best currently rates The Continental Insurance Company "A", Class Size XV, and Liberty Mutual Insurance Company "A", Class Size XV. The Continental Insurance Company and Liberty Mutual Insurance Company are approved for federal projects as provided for in the current online edition of the Department of the Treasury – Circular 570 with underwriting limitations of \$1,102,445,000 and \$1,897,231,000 respectively. Both The Continental Insurance Company and Liberty Mutual Insurance Company are licensed to write bonds in all 50 states.

The largest project bonded by the sureties on behalf of Garney Pacific, Inc., totaled \$700,000,000. The sureties have committed a \$6,000,000,000 aggregate cost to complete program. At present, approximately \$4,000,000,000 of this facility remains available for use.

Garney Pacific, Inc. enjoys a national reputation as one of the premier contractors performing sewer and water line work, with particular expertise in large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. At no time during our history with the account have they been refused a bond nor have there been any bond claims. Garney Pacific, Inc. remains an account in good standing.

Should Garney Pacific, Inc., be awarded this contract and requests that we provide the necessary Performance and/or Payment, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration of issuance of bonds is a matter solely between Garney Pacific, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Brian Cooper, Managing Director, of Arthur J. Gallagher Risk Management Services LLC, located at 595 Market Street, Suite 2100, San Francisco, CA 94105 - Telephone (415) 288-1620

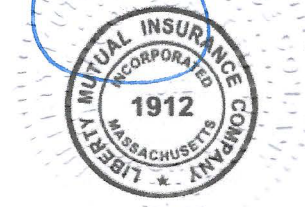
The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60606
(312) 822-5000

By: 
K. Zerounian, Attorney-in-Fact



Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(617) 357-9500

By: 
K. Zerounian, Attorney-in-Fact



ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On JANUARY 6, 2025 before me, M. Moody, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria De Los Angeles Reynoso, Tina K Nierenberg

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2023.



The Continental Insurance Company

Larry Kasten

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of November, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 6th day of January, 2025.



The Continental Insurance Company

D. Johnson

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

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

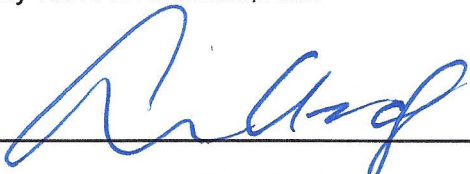
State of California
County of San Francisco)

On JANUARY 6, 2025 before me, M. Moody, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





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: 8212015 - 024125

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, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek 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 24th day of June, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of June, 2024 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 Plymouth Meeting, 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

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

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 6th day of January, 2025.



By: Renee C. Llewellyn, Assistant Secretary



Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services LLC
2121 N. California Blvd., Suite 350, Walnut Creek, CA 94596
CA Lic # 0D69293
United States

M 415.546.9300
F 415.536.8499

INSURANCE LETTER OF INTENT

12/31/2024

Palmdale Water District
2029 E Avenue Q,
Palmdale, CA 93550

Re: Palmdale Ditch Conversion Project

Based upon its understanding of the Required Insurance set forth in Section III.M-B, all such coverages included as Required Insurance are currently available in the insurance marketplace or are presently addressed by the Proposer's corporate insurance program. As the Insurance Brokers for Garney Pacific, Inc., we, Arthur J. Gallagher Risk Management Services, LLC hereby certify that the Proposer will provide all Required Insurance set forth in this RFP as outlined in Section III.M-B in the event the Proposer is approved by the Owner for final negotiations and execution of the Contract.

The Insurer shall be a company authorized to conduct business in the State of California with a minimum rating of "A-" as to management and no less than "Class VII" as to financial strength by Best's Insurance Guide.

Sincerely,

Shayna Ledbetter

Shayna Ledbetter

Client Service Supervisor

Arthur J. Gallagher Risk Management Services LLC



C. PROJECT TEAM STRUCTURE AND KEY PERSONNEL

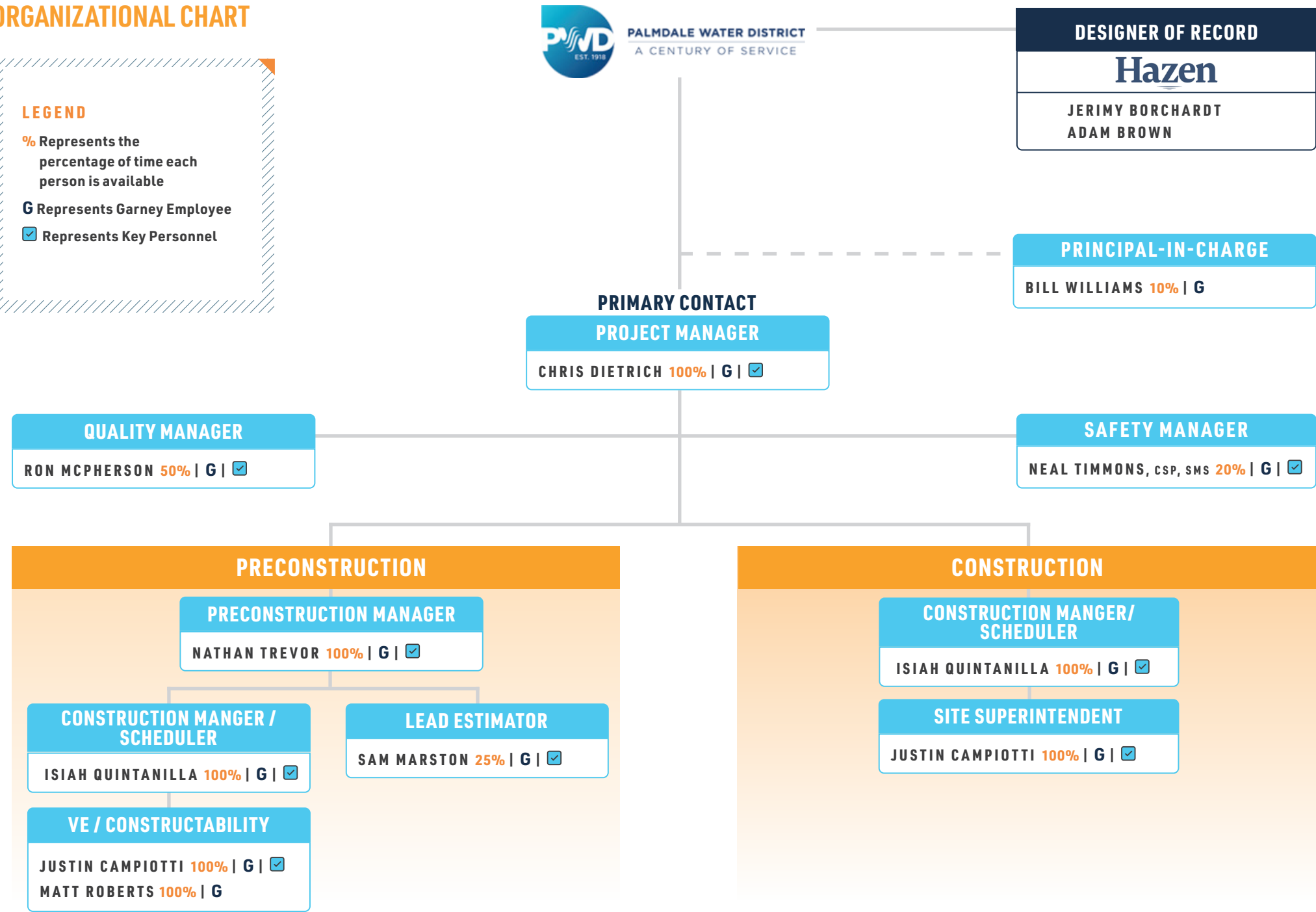
Our organization chart showcasing key personnel with the percentage of time each person is available is shown below. Our project team will be led by Chris Dietrich, with Nathan Trevor overseeing the preconstruction phase and Isiah Quintanilla managing the construction phase.

Resumes and locations of Key Personnel can be found in the Appendix.

ORGANIZATIONAL CHART

LEGEND

- % Represents the percentage of time each person is available
- G Represents Garney Employee
- Represents Key Personnel



SUBCONTRACTORS

- ELECTRICAL
- INSTRUMENTATION & CONTROLS (I&C)
- CURED IN PLACE PIPE
- ASPHALT PAVING



COMMITTED TO PWD

“As Project Manager, I will use my California experience and local resource network to lead our team through each phase of this Project. I know how important this Project is to PWD and the impact it will have on the community. It is my mission to ensure that this Project is a success and that our team works seamlessly together to be your partner through this Project.”

- Chris Dietrich, Project Manager


“...GARNEY WORKED SEAMLESSLY WITH THE DESIGN ENGINEER AND CITY INSPECTION STAFF TO VALUE ENGINEER THE PROJECT, MODIFY THE PIPE ALIGNMENT TO SUIT FIELD CONDITIONS, AND PROVIDE THE CITY’S CUSTOMERS WITH THE BEST FINISHED PRODUCT ON TIME AND UNDER BUDGET. OF THE MANY PIPE CREWS I HAVE WORKED WITH, GARNEY WILL GET MY FIRST CALL WHEN I HAVE COMPLICATED, CRITICAL, PIPELINE INFRASTRUCTURE WORK.”

STEVE BUCKBEE, PE,
CITY OF BOULDER (NOW WITH LEFT HAND WATER DISTRICT)

PROJECT TEAM MEMBERS AND RESPONSIBILITIES

Our team of experts have designed and constructed water infrastructure projects throughout California and the nation for decades. We know how to work collaboratively to successfully deliver innovative and cost-effective solutions for your project. With our team, PWD will have a trustworthy partner who knows how to navigate the complexities and challenges that come with a project of this nature and will leave your community and all stakeholders with a project that all are proud of.

In a recent California collaborative delivery project, the Conveyance Infrastructure Project of the Pure Water Soquel Program (Progressive Design-Build), **Chris, Isiah, Matt, and Justin** worked together from preconstruction through final completion as a team. **VE ideas incorporated into the Project included alignment revisions to eliminate additional auger bores and two new bridge crossings to eliminate microtunneling under rivers.**



BILL WILLIAMS
PRINCIPAL-IN-CHARGE

Bill is responsible for overseeing Garney's pipeline operations in the Western United States, and as Principal-In-Charge, Bill will oversee all aspects of the Project, including safety, Project delivery, resource management, and contract negotiations.

17
CMAR PIPELINE PROJECTS

33
COLLABORATIVE DELIVERY PIPELINE PROJECTS

34
YEARS OF EXPERIENCE




CHRIS DIETRICH
PROJECT MANAGER

Chris will serve as the main point-of-contact and his responsibilities include managing the Project from design through completion including permitting compliance and an Environmental Management Plan. He will ensure client satisfaction and that the Project is delivered on schedule, within budget, and at the highest quality.

83
LOCAL PIPELINE PROJECTS

4
COLLABORATIVE DELIVERY PIPELINE PROJECTS

20
YEARS OF EXPERIENCE



NATHAN TREVOR
PRECONSTRUCTION MANAGER

Nate will drive collaboration throughout the preconstruction phase, including VE, constructability reviews, engineering reviews, transparent estimates, GMP development, schedule adherence, and quality control of deliverables. He will use CIPO as a centralized location for Project documents.

8
COLLABORATIVE DELIVERY PROJECTS

15
YEARS OF DESIGN-BUILD EXPERIENCE

27
YEARS OF EXPERIENCE




ISIAH QUINTANILLA
CONSTRUCTION MANAGER

Isiah will oversee the construction phase of the Project, ensuring the schedule is met, and managing resources. He will review constructability during design and ensure a successful Project delivery.

29
LOCAL PIPELINE PROJECTS

2
COLLABORATIVE DELIVERY PIPELINE PROJECTS

10
YEARS OF EXPERIENCE




MATT ROBERTS
VE / CONSTRUCTABILITY

His responsibilities as VE / Constructability include being an active participant in VE & Constructability meetings to identify cost-saving opportunities and to ensure efficient and feasible construction methods. He will also complete bid reviews and aid with the estimating process.

16
LOCAL PIPELINE PROJECTS

3
COLLABORATIVE DELIVERY PROJECTS

24
YEARS OF EXPERIENCE




JUSTIN CAMPIOTTI
SITE SUPERINTENDENT / VE / CONSTRUCTABILITY

Justin will manage and ensure quality of construction, manage the crew and subcontractors, coordinate daily with Hazen, PWD, and field personnel. During preconstruction, he will assist in VE/ Constructability reviews to control Project costs.

65
LOCAL PIPELINE PROJECTS

8
YEARS OF GARNEY EXPERIENCE

20
YEARS OF EXPERIENCE



SAM MARSTON
LEAD ESTIMATOR

Sam's responsibilities as Lead Estimator include preparing detailed estimates and cost models, developing GMPs, and creating accurate cost estimates for materials, labor, equipment, and other Project-related expenses. His significant experience with collaborative delivery projects will be a major asset to the team.

8
CMAR PROJECTS

17
PIPELINE PROJECTS

15
YEARS OF EXPERIENCE



RON MCPHERSON
QUALITY MANAGER

As Quality Manager, Ron's responsibilities include developing a quality control plan, field quality control inspections, and quality control meetings. Ron will ensure testing is performed per all applicable testing specifications, and ensure all aspects of the QC program are met.

35
PIPELINE PROJECTS

5
COLLABORATIVE DELIVERY PIPELINE PROJECTS

46
YEARS OF EXPERIENCE



NEAL TIMMONS, CSP, SMS
SAFETY MANAGER

As Safety Manager, Neal will oversee safety on this Project. His responsibilities will include inspecting and evaluating job site environments, equipment, and practices to comply with safety standards and government regulations. He will develop a Construction Emergency Response Plan and Project-Specific Safety Plan.

16
CMAR PROJECTS

29
COLLABORATIVE DELIVERY PROJECTS

49
YEARS OF EXPERIENCE

OUR PROVEN PRECONSTRUCTION PROCESSES AND EXTENSIVE EXPERIENCE ENSURE A SMOOTH AND WELL-PLANNED CONSTRUCTION PHASE. WE ARE COMMITTED TO BRINGING THESE SAME HIGH-QUALITY SERVICES TO YOUR PROJECT, ENSURING OUR SUCCESS TOGETHER.

D. RELEVANT PROJECT EXPERIENCE

We understand the importance of having a reliable and trustworthy partner who knows how to navigate the complexities of this Project, such as constrained work zones in environmentally sensitive areas, multiple GMP developments to utilize various funding requirements, successfully support acquisition of additional Project funding streams, and obtaining difficult encroachment permits timely.

Garney is the right partner for PWD due to our extensive experience in collaborative delivery, developed over more than 20 years of CMAR projects. Our systems and methods have been refined by guiding over 100 owners through their first experiences with collaborative delivery methods. You are getting an experienced collaborative partner who is dedicated to the work we do and the communities we serve.

COLLABORATIVE DELIVERY EXPERIENCE

Garney’s expertise in delivering collaborative projects is unmatched, having delivered **over 600 projects through collaborative delivery.**

RELEVANT PROJECTS

We offer a proven track record of collaboration and efficient execution in design milestones, value engineering, and transparent GMP development and negotiations. Our team knows how to work collaboratively with PWD and Hazen that will result in a Project that all team members, stakeholders, and community members will be proud of.

PIPELINE EXPERIENCE

Our team has extensive experience installing pipeline projects in California, especially in environmentally sensitive areas, within constrained work zones, and within railroad rights of way. We have successfully completed numerous projects that required careful planning and execution to protect the environment and comply with regulatory requirements. Our team includes highly qualified and seasoned professionals who are dedicated to bringing the best resources to ensure your Project is a success.

LOCAL EXPERIENCE

Our team is proud to be able to deliver this Project with local staff, resources, and relationships. We are devoted to the community and this Project.

Below and on the following page, we have included an overview of our reference projects and a sampling of other relevant projects to demonstrate our experience on similar projects within the last 10 years.

	Project Name	Value	Delivery Method	24" or < Open Cut	36" or < Jack & Bore	Env. Sens. Area	RR ROW
Reference Projects	Canal Levee Elimination and Flood Control Segments 3 & 4 (California)	\$15.4 M	DBB	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	Communication Hill Phase 2 Offsite Utilities (California)	\$5.9 M	DBB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Homestake Suction Pipeline Replacement (CM/GC)	\$13.7 M	CM/GC	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	PAR 1232 Second Creek Interceptor & Sand Creek Improvements (CMAR)	\$139.5 M	CMAR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Lake Texoma Outfall to Wylie WTP Pipeline (CMAR)	\$281.5 M	CMAR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Lake Ralph Hall Pipeline (CMAR)	\$268.2 M	CMAR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Ranch Creek Canal Improvements	\$5.6 M	DBB	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	Monterey Peninsula Water Supply Project (California)	\$75.8 M	Best Value	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
	Yadkin Regional Water Supply Project - Raw Water Infrastructure (PDB)	\$154.7 M	PDB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Southern Delivery System Raw Water Pipeline	\$26.2 M	DB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

ADDITIONAL COLLABORATIVE DELIVERY PIPELINE PROJECTS

OUR PROVEN EXPERIENCE IN COLLABORATIVE DELIVERY

Project Name	Owner	Delivery Method	Collaborative Method	Contract Value	Pipeline
P-1231 Wastewater Treatment Plant at Marine Corps Air Ground Combat Center (California)	Marine Corps Air Ground, Twentynine Palms	DB	☑	\$155 M	☑
Conveyance Infrastructure Project of the Pure Water Soquel Program (California)	Soquel Creek Water District	PDB	☑	\$40 M	☑
Newark Offsite Pipeline - Preconstruction (California)	Cargill, Incorporated	CMAR	☑	\$ 20 M	☑
Vista Ridge Water Supply Project	Central Texas Regional Water Supply Corp.	DB	☑	\$540 M	☑
South Hillsborough Pipeline	Tampa Bay Water	CMAR	☑	\$417 M	☑
Bois d'Arc Lake - Raw Water Pipeline and Leonard WTP	North Texas Municipal Water District	CMAR	☑	\$296 M	☑
Kaw Lake Water Supply Program	City of Enid	CMAR	☑	\$257 M	☑
T-Bar Ranch Well Field Development & Delivery Project	Midland Co. Fresh Water Supply District No. 1	DB	☑	\$158 M	☑
Boat Harbor Treatment Plant Transmission Force Main	Hampton Roads Sanitation District	DB	☑	\$144 M	☑
Trinity River Main Stem Pump Station & Pipeline	North Texas Municipal Water District	CMAR	☑	\$104 M	☑
Fayetteville WTM	City of Fayetteville	CMAR	☑	\$75 M	☑
Superstition Vistas Wastewater Project	Apache Junction Sewer District	CMAR	☑	\$68 M	☑
Greenland WRF Pipelines: Water Reclaimed Water and Sanitary Sewer Force Main	JEA	PDB	☑	\$58 M	☑
Rio Grande LNG-Brownsville Utilities Project	NextDecade	DB	☑	\$55 M	☑
Superstition Vistas Non-Potable Water Project	Apache Junction Water District	CMAR	☑	\$42 M	☑
Cross County 30-Inch Transmission Line and High Service Pump Station	Cross County Water Supply Corporation	DB	☑	\$42 M	☑
Gravity Sewer System Rehabilitation Replacement and Construction - Package 3	DeKalb County	PDB	☑	\$40 M	☑
PK Second Stage Drought Strategy - Transmission System	City of Abilene	CMAR	☑	\$38 M	☑
Well Field Expansion and Water System Upgrades	Crane County Water District	CMAR	☑	\$29 M	☑
Doby Creek and Little Sugar Creek Tributary to Fairview Road Sanitary Sewer Improvements	Charlotte Water	CMAR	☑	\$27 M	☑
T-Bar Extension	Midland Co. Fresh Water Supply District No. 1	DB	☑	\$25 M	☑
ClearWater Ranch Development & Delivery Project	Midland Co. Fresh Water Supply District No. 1	CMAR	☑	\$ 24 M	☑
Northwest Water and Wastewater Master Plan - Package 1	Taiwan Semiconductor Manufacturing Company	CMAR	☑	\$23 M	☑
Val Vista Water Transmission Main - Phase 3	City of Mesa	CMAR	☑	\$17 M	☑
Cave Creek and Lone Mountain Waterline Connection	City of Phoenix	CMAR	☑	\$17 M	☑
1C Pipeline	Tarrant Regional Water District	CMAR	☑	\$16 M	☑
Val Vista Water Transmission Main - Phase 2	City of Mesa	CMAR	☑	\$15 M	☑
42" Finished Water Line	City of Olathe	DB	☑	\$15 M	☑
Winkler Services Water Transmission Infrastructure	Winkler Midstream LLC	DB	☑	\$14 M	☑

VISTA RIDGE PROJECT SUCCESS



Garney completed a 142-mile potable water transmission pipeline across seven counties, coordinating with multiple local authorities. The project involved 105 miles of 60" steel pipe and 37 miles of 54" concrete pipe, requiring over 107,000 LF of rock trenching. It included 352 air and vacuum relief valves and 179 blow-off valves.

The project featured 105 tunnels and three river crossings, using hand-mined and boring machine methods. Tunnels were installed in various materials, with 6,653 LF of tunnel filled with cellular grout. River crossings were shortened by 237 LF, saving \$482,000.

Environmental Successes: Clearing was timed to avoid the Golden-Cheeked Warbler's nesting season. Surveys for the Houston Toad were conducted, and a specialist confirmed no Karst Spiders in limestone voids.

Unique Challenges: Challenges included limited working room at river crossings and coordination with multiple authorities. Despite these challenges, the project successfully delivers 50,000-acre-feet of water per year.



RELEVANT COMPONENTS

- ☑ 24" or larger open cut
- ☑ Environmentally sensitive area
- ☑ Limited work area/access

CANAL LEVEE ELIMINATION AND FLOOD CONTROL SEGMENTS 3 & 4

Oakley, California

The Canal Levee Elimination and Flood Protection Project upgraded the Contra Costa Water District (CCWD) Canal System in Oakley, California, which supplies fresh water from the Sacramento River to local treatment plants. Due to recent housing developments and stricter environmental regulations, CCWD needed to enhance their system.

Before the pipe installation, the canal was isolated, drained, and sediment was removed. The initial backfill created a flat work area for well drilling and pipe installation. The pipe installation zone was below the groundwater table, requiring 109 dewatering wells. Garney designed and implemented a temporary dilution water system with a 24" header pipe to flow up to 12 MGD of dilution water, diluting the anticipated 4 MGD of brackish groundwater pumped daily. This system included smart technology with salinity and pH probes to adjust dilution water pumping wirelessly based on readings.

The installation involved **5,500 LF of 120" reinforced concrete pipe**, using a 390 excavator, crane, and Bobcat. Native backfill slurry (NBS) was used to encase the pipe, with additional backfill compacted on top. **Crossing under Little Dutch Slough** required cofferdams and vertical sheet pile shoring.

A new concrete access structure was built for maintenance and transition from the canal to the pipeline. The project also included storm drains, an access road, seepage barriers, fencing, signage, planting, and temporary irrigation. Despite challenges with sediment and groundwater, the project was completed on time and within budget.

DELIVERY METHOD
DESIGN-BID-BUILD

TOTAL PROJECT COST
\$15,426,728

% OF WORK RESPONSIBLE FOR
100%

START DATE
OCTOBER 2017

COMPLETION DATE
OCTOBER 2019

The project was completed on schedule and within budget.

SUCCESS STORY: OVERCOMING CHALLENGES

Our team successfully coordinated fish rescue using temporary coffer dams, adhered to seasonal work windows, and worked alongside the Department of Water Resources' levee improvement project. We managed narrow access, overhead power lines, and high salinity groundwater, requiring dilution. Efficiently bypassing canal flow and coordinating various subcontractors for dewatering, sheet piles, grading, bypass operations, crane and rigging, and electrical work were key to our success. Despite these project complexities, we completed the project on time and within budget, ensuring environmental protection and infrastructure improvements.





RELEVANT COMPONENTS

- ✓ 24" or larger open cut
- ✓ 36" or larger jack & bore
- ✓ Environmentally sensitive area
- ✓ Railroad ROW
- ✓ Limited work area/access

COMMUNICATION HILL PHASE 2 OFFSITE UTILITIES

San Jose, California

This project included offsite utility construction for the Communication Hill residential neighborhood. The master-planned development was built on the hillside, with both sewer and storm drains for the entire development being routed down the **steep hillside, under an active Union Pacific Railroad**, and connect to infrastructure within Monterey Highway. To install the utilities down the hillside, a switchback roadway was built with soldier pile retaining walls. Garney installed **3,217 feet of fused HDPE sewer** for the hillside portion, placing the pipeline **between pile walls and steep slopes, which provided only 18 feet of working space. We utilized zero swing excavators, rock wagons, and skid steers to safely install the pipe and place the specified pipe bedding.**

Garney also installed both **fused HDPE** and **large diameter RCP**, up to 48 inches, down **steep slopes and around wetland areas**. Once we descended the hill, we installed one **24-inch and one 48-inch diameter jack and bore under the UPRR railway**. These were over 230 feet in length and required railway settlement monitoring and coordination with railroad flagging to ensure public safety. We installed **36-inch ductile iron** within the 48-inch casing and a **12-inch 401 lined ductile iron sewer** within the 24-inch casing. Pacific Boring was a major subcontractor on this project.

Lastly, we ran 1,423 feet of **12-15-inch VCP** sewer into Monterey Highway for connection to the City of San Jose Sewer Trunk Main. We then ran 3,711 feet of **42-inch RCP** to Monterey Highway and over 1,000 feet within Monterey Highway to connect to the storm drain system. This required a major traffic control setup with City of San Jose police, as well as communication with local bus routes and bus stop closures.

SUCCESS STORY: ENVIRONMENTALLY SENSITIVE AREA

The site included wetland areas with strict seasonal restrictions and Spotted Owl habitats, requiring careful planning and specialized training for crews. We installed pipelines down steep slopes and around wetlands without disturbing the natural habitat. Exclusion and boundary fencing protected wildlife, and adherence to seasonal restrictions minimized impact on local species. Careful monitoring and coordination for jack and bore pipelines under the Union Pacific Railroad prevented environmental damage. Garney is committed to balancing construction needs with ecological preservation, ensuring projects are delivered responsibly and sustainably.

DELIVERY METHOD
DESIGN-BID-BUILD

TOTAL PROJECT COST
\$5,987,067

% OF WORK RESPONSIBLE FOR
100%

START DATE
JUNE 2018

COMPLETION DATE
JULY 2021

The project was completed on schedule and within budget.





RELEVANT COMPONENTS

- ☑ 24" or larger open cut
- ☑ Environmentally sensitive area
- ☑ Railroad ROW
- ☑ Limited work area/access

HOMESTAKE SUCTION PIPELINE REPLACEMENT (CM/GC)

Buena Vista, Colorado

Garney provided CM/GC services to rehabilitate a 50-year-old 66" pre-stressed concrete pipeline supplying 60% of the water to Aurora and Colorado Springs. The project, phased over five years, included sliplining 1,229 LF of the pipeline with a 61.5" steel pipe, **open-cut replacement of 6,501 LF of 66" carbon steel waterline**, and tying the pipeline back in. **Work occurred during annual two-month shutdowns in the fall, considering wildlife concerns like local nesting osprey fledging.**

The Homestake Suction pipeline runs along the Arkansas River from Granite to the Otero Pump Station. Construction limits were the upper bank of the river, protected by silt fences and straw wattles to prevent sediment from entering the river. Active osprey nests impacted construction timing, with work starting only after chicks fledged or were deemed independent by environmental specialists. Garney also removed a temporary bridge and abutments from the river, **working with Colorado Parks and Wildlife to implement BMPs to protect water quality and aquatic wildlife.**

Challenges included working in remote mountainous areas for short durations, requiring two miles of road upgrades for construction traffic and pipe deliveries, and keeping homeowners informed through annual meetings and weekly emails.

SUCCESS STORY: ENVIRONMENTALLY SENSITIVE AREA

Garney protected the Arkansas River with silt fences and straw wattles, monitored osprey nests to avoid disturbing fledglings, and collaborated with Colorado Parks and Wildlife to remove a temporary bridge, ensuring water quality and aquatic wildlife protection.

DELIVERY METHOD
CM/GC

TOTAL PROJECT COST
\$13,771,150

% OF WORK RESPONSIBLE FOR
100%

START DATE
SEPTEMBER 2015

COMPLETION DATE
OCTOBER 2020

The project was completed on schedule and within budget.





RELEVANT COMPONENTS

- ☑ 24" or larger open cut
- ☑ 36" or larger jack & bore
- ☑ Environmentally sensitive area
- ☑ Railroad ROW
- ☑ Limited work area/access

PAR 1232 SECOND CREEK INTERCEPTOR AND SAND CREEK INTERCEPTOR SYSTEM IMPROVEMENTS (CMAR)

Brighton, Colorado

The PAR 1232 Second Creek Interceptor and Sand Creek Interceptor System Improvements Project was initiated by Metro Water Recovery to provide a regional solution to wastewater conveyance in the northeastern portion of their service area. **The preconstruction phase consisted of constructability reviews throughout design at each step including 30%, 50%, 75%, and 95%, including value engineering, permitting, and scheduling, followed by the guaranteed maximum price proposal.**

The construction scope included the installation of **17 miles of 30" to 60" fiberglass gravity interceptor sewer**, 175 manholes, including sandblasting and epoxy coating, connection structures, metering facilities including five 48" cast-in-place concrete metering vaults, and an odor control facility.

The work included several trenchless pipe installations consisting of **three 48" steel casing auger bores for the 36" carrier pipe totaling 743 LF that crossed under two roads and an RTD light rail line, a 66" steel casing auger bore for the 54" carrier pipe totaling 45 LF under Peoria Street**, two 48" steel casing hand tunnels for the 36" carrier pipe totaling 1,191 LF that crossed under E-470 and a major road, and eight 73.5" to 48" steel casing micro tunnels for the 36" to 54" carrier pipe totaling 4,243 LF that **crossed under two railroads/highways and six major roads**; 850 LF of 36" and 48" DR21 fiberglass siphon structure piping crossing the South Platte River installed using open-cut requiring cofferdams and bypass pumping; deep excavations up to 40 VF for 6,970 LF of the mainline installation requiring 356,500 CY of cut/fill; 3,350 LF of 4" to 12" bypass pumping ranging in capacity from 0.1 to 6 MGD for various structures; dewatering for the mainline installation totaling seven miles; and four sewer connections to existing lift stations and structures ranging from 15" to 60". Due to the suburban location of the project, public relations activities including public meetings were held to inform residents.

SUCCESS STORY: PERMITTING

The Garney team managed over 100 permits including permits with CDOT, CDPHE, and numerous ROW permits with several jurisdictions. With our team's detailed permitting plan, the process progressed seamlessly throughout the project.

DELIVERY METHOD

CMAR

TOTAL PROJECT COST

\$139,590,651

% OF WORK RESPONSIBLE FOR

100%

START DATE

JANUARY 2019

COMPLETION DATE

JULY 2024

The project was completed on schedule and within budget.





RELEVANT COMPONENTS

- ☑ 24" or larger open cut
- ☑ 36" or larger jack & bore
- ☑ Environmentally sensitive area
- ☑ Railroad ROW

LAKE TEXOMA OUTFALL TO WYLIE WTP PIPELINE (CMAR)

Wylie, Texas

With a growing population and severe drought conditions, NTMWD required full access to its surface water stored in reservoirs on a permanent reliable basis. When one of NTMWD's key storage reservoirs was infested with zebra mussels, NTMWD's ability to access the water stored in the reservoir was limited by the government and involved interactions with the US Army Corps of Engineers, USGS, Texas Parks and Wildlife, and TCEQ. A new transmission and storage method were required to access 28% of its total capacity.

This project included the **installation of 206,000 LF of 96" and 47,500 LF of 84" steel waterlines**, 6,000 LF of 78" to 102" hand-mined liner plate tunnels with entrance shafts installed 20 VF deep with shoring, **1,000 LF of open-cut creek crossings which required dewatering and road crossings**, 240 MG balancing reservoir that required excavation of 1.2 million CY of on-site material and included an HDPE membrane liner, 200 MG blending facility, five D110 Type III blend and surge tanks ranging from 1.1 MG to 2.69 MG, metering, blending, fiber optic lines, and chemical feed systems. The plant was required to run at full capacity during construction.

SUCCESS STORY: ENVIRONMENTALLY SENSITIVE AREAS

Along the pipeline route, we knew we would encounter multiple forested wetlands that required careful navigation. To preserve the integrity of these protected areas, we used jack and bore methods to tunnel beneath the wetlands and creeks. This approach allowed us to avoid any surface disruption, ensuring the wetlands remained undisturbed while successfully completing the pipeline installation.

DELIVERY METHOD
CMAR

TOTAL PROJECT COST
\$281,365,320

% OF WORK RESPONSIBLE FOR
100%

START DATE
JANUARY 2012

COMPLETION DATE
2014

The project was completed ahead of schedule and thanks to Garney's preconstruction services, the project was delivered \$27 million under budget.





RELEVANT COMPONENTS

- ☑ 24" or larger open cut
- ☑ 36" or larger jack & bore
- ☑ Environmentally sensitive area
- ☑ Railroad ROW

LAKE RALPH HALL PIPELINE, BALANCING RESERVOIR, & LAKE RALPH HALL DELIVERY POINT (CMAR)

Celeste, Texas

Lake Ralph Hall is a new water supply reservoir on the North Sulphur River in Southeastern Fannin County, Texas and stores approximately 180,000 acre-feet of water funded by the Texas Water Development board. Garney was awarded the 32-mile raw water pipeline and the balancing reservoir.

Starting with the preconstruction phase, the owner, engineer, and Garney met in formal partnering sessions to complete the design, build the schedule, build out the bid packages, and prepare the guaranteed maximum price. The 32-mile raw water pipeline connects the raw water pump station to the balancing reservoir and from there, connects to the Irving Lake Chapman Pipeline.

The pipeline was separated into two lines including 137,338 LF of 66" pressurized steel raw water line and 22,793 LF of 72" steel gravity raw water line and included a machined mined tunnel, deep excavation, and dewatering throughout the alignment. The balancing reservoir is a lined earthen reservoir.

SUCCESS STORY: ENVIRONMENTALLY SENSITIVE / TIGHT ACCESS

In the heart of a beautiful pecan grove, we faced the challenge of laying a pipeline through a narrow 40-foot easement. Our primary goal was to protect the trees lining the route. To ensure their safety, each tree was carefully marked with bright flags, and sturdy 2x4s were placed around their trunks for added protection. Thanks to these meticulous measures, all the trees remained unharmed, and the pipeline installation was successfully completed through the grove.

DELIVERY METHOD

CMAR

TOTAL PROJECT COST

\$268,206,510

% OF WORK RESPONSIBLE FOR

100%

START DATE

FEBRUARY 2022

COMPLETION DATE

OCTOBER 2025

The project was completed on schedule and within budget.





RELEVANT COMPONENTS

- 24" or larger open cut
- Environmentally sensitive area
- Limited work area/access

RANCH CREEK CANAL IMPROVEMENTS

Winter Park, Colorado

This project consisted of furnishing and **installing 4,400 LF of 84" RCP raw waterline** within an existing canal in Winter Park, CO that collects mountain runoff. The canal is part of Denver Water's Moffat Collection System which brings water to the Denver Metro Front Range. Additional work included **raw waterline installations consisting of 160 LF of 18", 216 LF of 24", and 40 LF of 54" RCP**; as well as several precast and cast-in-place structures at Buck Creek, Cub Creek, and at the end of the open canal. One of those cast-in-place structures is a concrete measuring flume consisting of electrical upgrades to an existing gage house.

Since this is an existing canal that the pipe is being set in, approximately 23,000 CY of import fill was brought in to backfill the pipe. This project also included the removal and replacement of a steel pipe lining at the Cub Creek Chute and joint repairs in the existing 54" concrete pipe. There were also internal joint repairs on the upstream portion of the existing pipeline that included installing access manholes up to 120" and internal Weko-Seals at the determined leak locations. The site was restored with the completion of the project.

The biggest risk was not finishing the project on time. Denver Water had a hard date to put the canal back in service and convey water to the Front Range. This required on-time completion for the pipeline to be in service. **To avoid any chance of a schedule delay, we brought a second crew in to assist the project and worked extended hours until our team felt comfortable with the schedule.**

RISKS INVOLVED AND METHODS OF MITIGATION

We worked closely with Denver Water and the USFS to protect the environment, implementing a wildfire prevention plan and coordinating tree removal and disposal. We ensured all construction activities, including backfill and new structures, met USFS approval and used special techniques for clean water diversion and restoration. Our efforts included using bear-proof containers for trash and a site-specific seed mix for canal restoration, demonstrating our commitment to environmental stewardship throughout the project.

DELIVERY METHOD
DESIGN-BID-BUILD

TOTAL PROJECT COST
\$5,692,422

% OF WORK RESPONSIBLE FOR
100%

START DATE
APRIL 2020

COMPLETION DATE
OCTOBER 2020

The project was completed ahead of schedule and within budget.



E. PROJECT UNDERSTANDING AND KEY CONSIDERATIONS

PWD has a long history of building and upgrading the Palmdale ditch infrastructure. The current Palmdale Ditch Project will achieve PWD’s goal to eliminate unnecessary water loss throughout the portions of the unlined ditch and sections that have experienced degradation from the Little Rock Reservoir to the Lake Palmdale. Additionally, PWD will achieve more reliable water conveyance infrastructure with upgraded electronic controls and instrumentation.

This Project will convert 70% of the open-earthen ditch along a 7.2-mile corridor, which overlaps 88 parcels, into a buried 48-inch reinforced concrete or high-density polyethylene pipeline. This conversion will increase the ditch’s hydraulic capacity from 20 cfs to approximately 60 cfs. The Project will utilize grant funding from both the California Department of Water Resources (DWR) (\$17.5M) and the United States Bureau of Reclamation (USBR) (\$8M).

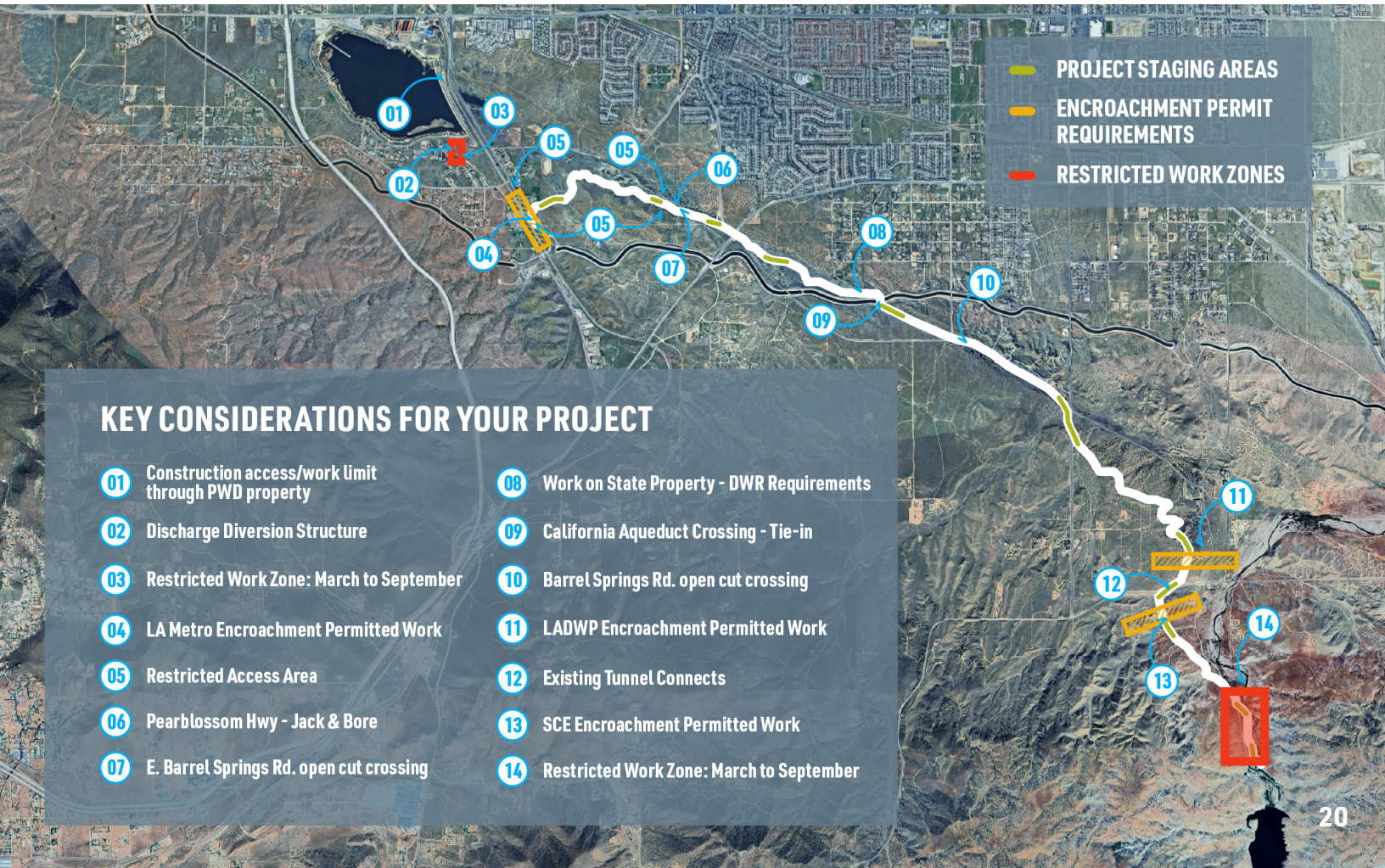
Having navigated similar challenges and achieved similar goals in the past, we are confident in our ability to partner with PWD and Hazen to make this Project a success.

KEY CONSIDERATIONS

Below and on the following pages, we have outlined key considerations and challenges that could potentially impact the Project. These items will be addressed and mitigated as a team during preconstruction and construction. Identified risks have been added to the Risk Register and will be managed during preconstruction.



Limited Work Area/Site Constraints – The work zones throughout the Project have complex environmental restrictions that will require thorough planning to properly execute the construction operations. Overcoming the challenges of construction equipment staging, site access, aggressive production requirements, public access, and site safety will require an experienced CMAR pipeline construction team.





Complex Material Handling and Transport – The Project’s site constraints will require detailed, well-managed planning and execution for the handling and storage of pipe materials, as well as the storage and placement of pipe bedding and excavated pipeline spoils throughout the construction phases. To minimize the double handling of materials, proper placement and installation in restricted work zones will be required.



Encroachment Permitting – Metro Link, Los Angeles Department of Water & Power, Southern California Edison:

Encroachment permitting can be challenging to navigate within a project’s aggressive schedule. Each agency has different requirements that need experience and diligence to ensure timely permits. Garney uses early project scheduling and a permitting plan established at the start of preconstruction, managed by Preconstruction Manager, **Nathan Trevor**, to mitigate potential challenges with the encroachment permitting process.



Protection of Existing Infrastructure – Thorough work plans that identify existing infrastructure needing protection and retention will be necessary to prevent damage or impacts. Garney’s experience with similar projects under nearly identical conditions will be leveraged to ensure that existing infrastructure is properly protected and integrated with the newly constructed scopes of work.



Environmental Work Zone Restrictions – The Project alignment has various environmental restrictions, including Joshua trees, protected species, and protected habitats that will impact work windows and access to work areas. **Early collaboration and strict execution of an environmental management plan, reviewed and approved by the entire Project team and managed by the CMAR, will address all compliance requirements for construction operations.**

Incorporating this plan into the Project management schedule will be critical to ensuring the construction phase is performed in complete compliance with all environmental requirements.



Grant Funding Sources Compliance – Our Garney team has extensive experience with over \$300M in DWR and USBR-funded projects.

Because of his past experience delivering projects with both DWR and USBR funding, **Nathan Trevor** will oversee and ensure full compliance with all funding requirements. **Our decades of experience with CMAR projects have equipped us with the knowledge to develop detailed preconstruction processes, ensuring full compliance.**

During final design and preconstruction, we will provide updated cost-loaded schedules for PWD and Hazen as funding information is received. We will offer accurate cash flow forecasting to align our spend curve with the grant cash influx curves provided by PWD from DWR and other potential funding sources. **The more accuracy we provide, the more efficiently we can use the budget, expanding PWD’s overall ditch conversion system.**



Constructability and Innovations During

Preconstruction - We will review detailed pipeline alignments, layout preferences,

short and long-term O&M, life-cycle costs, funding, and permitting to reach a group consensus on challenges before moving forward with critical design approaches. We will hold a Constructability Workshop, and afterward, we will finalize and submit the constructability and innovations package. This workshop allows the Garney estimating team and our subcontractors to participate in constructability reviews and discuss early procurement and work packages to aid in schedule compliance. Critical permits will be part of all discussions.



Reliable Transparent and Expeditious Cost Modeling

Our team will provide unparalleled insights into the most cost-effective means for building your Project. **To help protect your budget, we will serve as your advocate throughout the preconstruction phase by providing accurate and transparent estimates, and we will identify ways to align the design scope with the Project scope.**

Through our buying power and industry relationships, we will secure the materials you need faster, and at a more competitive price.



Knowledgeable Well Managed Project Risk

Registers - We have developed a preliminary Project Risk Register, included in the Risk section on page 34. On CMAR projects, a shared understanding of risk and a jointly developed Project Risk Register is essential for managing risk and identifying opportunities. Our team will work with PWD and Hazen to refine and maintain the Project Risk Register. This tool will be critical for communicating risks, and will aid in GMP development by identifying potential contingencies and allowances, and determining responsibility for these items.

We will review the register monthly to develop and refine mitigation strategies, tracking action items to ensure timely implementation. Similarly, we will review the schedule in monthly interactive meetings to keep Phase 1 on track for the construction NTP date. We will analyze schedule impacts on design decisions, keeping the final completion date in mind.



Site Safety and Public Access - Safety is Garney's number one priority in each and every task completed during the Project. During design, we make sure the work can be completed in a safe manner. Garney uses the following tools to manage our safety program:

PROJECT-SPECIFIC SAFETY PLAN: This plan will be created in conjunction with the Project team and **Neal Timmons**, our Safety Manager.

PUBLIC SAFETY: Protecting the public during construction is paramount. We will develop a detailed work plan that includes all necessary safety measures to manage safe access for residents and community members. **Specific safety measures include trench plates at the work location and traffic flaggers during all work and deliveries that intrude into the street.**

COLLABORATIVE ENVIRONMENT

LOCAL EXPERTISE AND COLLABORATION

The complexity and location of your Project requires a local and trusted team with proven collaborative experience to manage the Project, ensuring high-quality materials, seamless operation, minimal community impact, and environmental compliance.

ONE TEAM

Garney is proud of our proven record of partnering with internal members, design teams, and clients to successfully deliver collaborative projects throughout North America, particularly in the southwest and California. **We will leverage our strong, ongoing partnership with Hazen, whom we have a long history of executing collaborative delivery projects across the US.** We look forward to the opportunity to continue our successful relationship and partnering on this Project.

Over the past 22 years, Hazen + Garney have successfully delivered 57 water infrastructure projects together.

EXPANDING CAPABILITIES

Integrating our team with the experts from Hazen will be crucial in achieving our goal of expanding PWD's capabilities with the best project management tools and techniques to construct this Project on schedule and budget. Operating as "One Team," with one vision, is foundational to our CMAR approach. Creating a culture of teamwork between PWD, Hazen, key personnel, and stakeholders will result in a team that strives towards common goals and objectives. Our CMAR methodology proactively engages all participants, providing a deep bench of professional designers and constructors collaborating to achieve success.

EXPERIENCED HAZEN PARTNER

57

PROJECTS WITH HAZEN

\$3B

IN WORK TOGETHER

30

PIPELINES DELIVERED TOGETHER

COLLABORATION APPROACH

COMMUNICATION AND COLLABORATION

After the initial Project Kick-Off Meeting, Project Chartering Workshop, and Risk Register Workshop, PWD, Hazen, and Garney will collaborate through regular design development meetings, and 90% and 100% Design Review Workshops.

Weekly meetings will cover design discussions, our Decisions Log, and input on constructability, schedule, and pricing.

- ◆ Regular design development meetings and workshops to anticipate major challenges
- ◆ Continuous updates on critical path activities
- ◆ Technical Working Groups (TWG) for quick issue resolution

KICK-OFF AND PARTNERING

We propose holding an initial formal partnering session with PWD and Hazen to discuss and understand PWD's specific goals and align team unity from the very beginning.

We recommend bringing in a third-party facilitator to help discuss goals outlined in the RFP and to identify other goals. For example, defining decision making and issue-escalation protocols, a shared mission statement, and designing and constructing an award-winning pipeline system.

- ◆ Initial two-day Kick-Off/Partnering Meeting to align goals and expectations.
- ◆ Formal and informal partnering sessions to foster collaboration.

WORKSHOPS

Starting with the 90% design phase and continuing throughout preconstruction, we will use workshops as a significant collaboration tool to provide technical information for input and to create a forum for effective communication and decision making.

We will review major concepts involving layout preferences, short and long-term O&M, life-cycle costs, funding, permitting, and reach a group consensus on challenges before moving forward with critical design approaches.

- ◆ Constructability reviews
- ◆ Discuss early procurement, work packages and critical permits

Our partnering techniques are proven and reliable. With over 560 collaborative delivery projects successfully completed, we are confident that these methods will ensure your Project's success.

As the design progresses, our focus will shift to details like pipeline alignment refinements, appurtenance design, permit support, and system integration.

At each milestone, we will review the design in depth with PWD and Hazen and Sawyer for quality management, constructability, and VE, ensuring that these elements are in line with the Project. **During final stages of design, the team will focus on material sourcing and selection, equipment suppliers, detailed pipeline alignment options, and other critical items.**

Our Project Management Techniques include:

Project Charter: In our facilitated Kick-Off Partnering meeting, attended by executives and key personnel from PWD and Hazen, we will create a Project Charter to align on what success looks like for each party. The Project Charter, signed by those in attendance, reminds us of our joint commitment to the Project's success. It also ensures the entire Team is working collectively and reflecting on Project goals and objectives.

Defined Escalation Process: One of the critical outputs of the Kick-Off meeting will be to define the decision makers for each group and ensure everyone is on the same page. Proper escalation process / plan implementation clarifies decision-making authority. ***Within the Zipper graphic on the following page, we have outlined our proposed chain of command, and how issues will be escalated through the Project team.***

Technical Working Groups (TWGs): The various working groups allow continuous coordination with PWD, Hazen, and key stakeholders. These meetings provide a platform for efficient decision making for items such as design/submittal review, constructability reviews, Risk Register development and reviews, permitting, environmental compliance, and GMP development and approval needs.

PROJECT MANAGEMENT

PROJECT MANAGEMENT: APPROACH TO COMMUNICATION

Effective communication and collaboration are critical to delivering the cost reduction, reduced field changes, and schedule acceleration advantages offered by using the CMAR delivery model.

After the contract is issued, collaboration continues with weekly design development meetings, and interim design submittal workshops. At these meetings, we will discuss the design, and track and distribute a Decisions Log while offering input on constructability, schedule, and pricing. **We will price decisions affecting the scope and provide constructability and schedule input related to GMPs and work packages. This approach will expedite the schedule and offer flexibility with funding as PWD secures funds.**

PROJECT INITIATION

Our team will work with PWD and Project stakeholders during the Kick-Off Meeting and Team Building /Project Chartering Workshops to confirm a clear understanding of Project goals, PWD’s expectations, and decision-making processes. These meetings foster open communication, trust, understanding, and teamwork, and will be the first opportunity for the entire team to discuss Project risks and opportunities.

Garney’s estimating team and key subcontractors will participate in constructability reviews and plan early procurement and work packages that will bring schedule acceleration opportunities. **The Project team will discuss the critical permits required to ensure they are secured in time to meet schedule goals.**

ZIPPER / COMMUNICATION STRUCTURE



With a proven track record of guiding over 100 Owners through their first collaborative delivery projects, we are eager to bring our expertise to your Project. As your CMAR, we will be your steadfast partner, ensuring every step is meticulously planned and executed for unparalleled success.

Our integrated collaborative approach will enable the entire Project team to communicate seamlessly and deliver a design that is cost-effective, safe, and on an accelerated schedule. Project Manager, **Chris Dietrich** leads communications activities with PWD and other stakeholders. He is supported by Preconstruction Manager, **Nathan Trevor**, Project Construction Manager **Isiah Quintanilla**, Chief Estimator, **Sam Marston**, and Principal-in-Charge **Bill Williams**, who will collaborate directly with PWD staff during Phase 1 and Phase 2.

Our Communication Plan is based on three elements:

1. Communication through effective meetings

Delivery of this pipeline requires a large team of professionals from the CMAR, PWD, and its consultants. We will use a disciplined approach during meetings to address and track action items, holding everyone accountable for deliverables while allowing the flexibility required for informal interactions. As one of our first tasks, we’ll develop a mutually agreed upon communication and meeting matrix.

2. An effective issue resolution / escalation process

We will help clearly define expectations from the start and work together to resolve problems, avoid disputes, and stay focused on the Project’s success. The Zipper / Communication Structure graphic to the left demonstrates our proposed chain of command, and how issues will be escalated through the Project team. This shows the alignment between PWD and the design and construction teams with counterparts at each level. Our goals is to solve issues at the lowest level when they arise.

3. Use of project management technology to facilitate collaboration


We use several established tools that allow our Team to manage cost and schedule elements effectively and efficiently on CMAR projects. We use proven industry-standard software customized for specific needs and fully embrace the use of cloud-based applications that eliminate unnecessary paperwork and increase our ability to control the execution of the work in real time.


Below are our primary project control systems and how they help us control the work.

COLLABORATIVE MANAGEMENT TOOLS

 Our team will integrate CiPO into our project management software, CMiC Field, to maximize efficiency and collaboration during design and construction. CiPO will serve as the source of truth for all Project files and administrative processes, including tracking design changes, reviews, submittals, RFIs, meeting minutes, compliance, etc.. CiPO will provide PWD, Hazen, and all subcontractors access to one system that efficiently maximizes communication and collaboration.

Garney internally developed a MS Excel Estimating Software Package to provide timely, straightforward costs for construction as the design develops.

 Primavera P6 is our preferred scheduling software, which we will use to develop our baseline schedule and all subsequent updates (weekly and monthly). We carefully monitor the progress of the critical path method (CPM) schedule against the baseline. If slippage or potential constraints occurs, we document and explain the scenario in our monthly update. This effort includes developing alternatives to mitigate and potentially avoid impacts.

 BlueBeam® is a PDF management, control, and editing tool that enables collaboration and markup within shared documents across the Project lifecycle. Our team has found it has superior capabilities compared to other PDF readers available.

OTHER TOOLS

Our team has extensive experience in SharePoint and Power BI, and know that PWD has invested in their own software tools that we will integrate into our processes for the Project. We will work with you to integrate our tools with your existing reporting environment.

PROJECT MANAGEMENT: APPROACH TO TEAMWORK

Beginning with a formal partnering session at Kick-Off, we will review the Project goals and recommend a process that focuses on the following key elements:

Attack problems with a solution-focused mindset. Explore diverse problem-solving approaches using CMAR to identify practical and innovative solutions.

Encouraging all personnel to make decisions that are in the best interest of the Project, not necessarily the entity they work for.

Transparency is the key to maximizing CMAR benefits—this ranges from budget validation, estimating, and schedule development.

PROJECT STATUS AND TRANSPARENCY

Our team will use utilize the software tools previous mentioned (CiPO, CMiC, P6, MS Excel, BlueBeam, SharePoint, Power BI) to provide PWD with continuous Project status and visibility into cost, schedule, and key challenges. These tools ensures there are no surprises later in the Project.

CRITICAL DECISION MAKING

We will hold collaborative workshops by facility, topic, and discipline to ensure the right people are involved in critical design decisions. These workshops will occur periodically throughout the preconstruction phase to keep PWD updated on Project progress and highlight outstanding decisions. Tracking each decision helps document design changes, reduce scope creep, and monitor cost impacts in real-time.

The Decisions Log is a key tool that documents:

- Each decision
- Date of decision
- Initiator
- Cost and schedule info
- Final decision

WORKSHOPS

During Preconstruction (Phase 1) we propose several workshops prior to completing the 100% design drawings as listed below:

- ◆ Risk Register Development
- ◆ Project Baseline Schedule Review
- ◆ GMP Process
- ◆ Value Engineering Process
- ◆ Design/Constructability Review
- ◆ Environmental Compliance Review
- ◆ Alignments and Trenchless Crossing Details
- ◆ PWD Operations Team

During final design, we will continue this approach, reviewing major decisions and reaching consensus before proceeding.

PROJECT MANAGEMENT: APPROACH TO QUALITY

Delivering a high-quality CMAR pipeline project on time and within budget requires proactive partnering, precise planning, constructible designs, accurate estimates, and a comprehensive safety plan. Our team will lead a collaborative effort during the preconstruction phase to ensure the Project starts quickly, runs smoothly, and meets PWD's goals.

Chris Dietrich, as Design-Build Project Manager, will establish a culture of quality and oversee the Quality Control Plan (QCP) from design through construction and commissioning.

Design Reviews:

Conducted by the entire team, including CMAR and subcontractors
Design Review processes will have been established with PWD during prior workshops
Focus on cost estimating, phasing, scheduling, and constructability
Identify conflicts, costly scopes, optimization opportunities, and equipment evaluations
Comments are tracked and assigned through CMiC

Constructability Reviews:

Essential for Project quality, operability, and cost efficiency
Optimize design for efficient construction and minimize delays
Focus on conflicts, construction conditions, scheduling, and material compatibility
Review phasing, sequencing, and Project constraints
Address community impact and environmental conditions

Construction Phase:

Isiah Quintanilla will manage quality at the site, assessing subcontractors, suppliers, and vendors
Immediate action on non-conforming workmanship and materials
Isiah will oversee material purchasing and clarify discrepancies
Superintendents will verify QCP compliance and manage quality documentation
Pre-installation meetings with subcontractors to review quality requirements
Isiah will audit procedures and verify documentation compliance

This approach ensures a robust quality program from day one, leveraging team expertise and past project experience to achieve consistent, high-quality results.

PROJECT MANAGEMENT: APPROACH TO DOCUMENTATION

CONSTRUCTION MANAGEMENT SYSTEM: CMiC / CIPO

Our team will integrate CiPO into our project management software, CMiC Field. We discuss this in more detail on page 25.

CMiC allows for easy access to files such as design and contract documents. These documents will be visible to all relevant stakeholders, internal personnel, and external groups such as subcontractors, engineers, and regulators. Purpose-built document control includes drawing management tools—and integration with specialized industry programs—which will help by providing a platform that encourages collaboration and captures changes in real time.

PROJECT MANAGEMENT: APPROACH TO SCHEDULE

Proper scheduling and sequencing are fundamental to alleviating risk. A comprehensive Project schedule, developed and maintained constantly, is critical to our CMAR approach. Meeting Project timelines relies on proper planning, starting with understanding milestones, segments, and phasing, which form the Work Breakdown Structure (WBS). We create activities for design packages, milestones, long-lead procurement items, and construction disciplines, linking them to identify the overall construction path.

Our team uses Oracle Primavera Cloud (OPC) and Oracle Primavera P6 for CPM scheduling. OPC allows real-time collaboration, promoting shared planning and scheduling. The Master Schedule, broken down by work area, will include design, procurement, mobilization, construction, completion, and commissioning milestones. We promptly share schedule updates with PWD and submit monthly progress reports.

During construction, managers access six-week lookahead schedules to identify logically tied activities. Field Managers will collaborate closely, providing schedule status updates.

The Six-Week Look-Ahead Schedule:

- Provides additional details on upcoming work
- Is discussed in weekly coordination meetings
- Identifies MOPs and critical coordination items with PWD

This approach ensures every aspect of the Project is planned and monitored to meet goals set during preconstruction.

“THROUGH DETAILED PLANNING AND SCHEDULING, APPROPRIATE STAFFING WITH BOTH CRAFT AND MANAGEMENT PERSONNEL, AND BY WORKING DOUBLE AND TRIPLE SHIFTS, GARNEY WAS ABLE TO COMPLETE THE WORK ON TIME WITHOUT ANY INTERRUPTION OR RESTRICTIONS OF WATER SERVICE TO OUR CUSTOMERS. THIS, IN MY OPINION, WAS ESSENTIAL TO THE PROJECT’S ULTIMATE SUCCESSFUL COMPLETION.

- Jerry Dye, Support Services Director
City of Thornton, CO

PROJECT MANAGEMENT: APPROACH TO BUDGET CONTROL

We manage our budget and schedule using a consistent four-step process. During Phase 1, we develop the Project budget by assigning costs to WBS codes, allowing us to track actual costs against the budget. Earned value management principles are applied to assess work value versus actual costs. This process continues through Phase 2 until the design is complete.

Scope Management

- Preconstruction Manager, **Nathan Trevor**, oversees Design Reviews, constructability reviews, value engineering, and procurement to keep the Project within budget.
- A change/scope management log tracks design changes and their budget and schedule impacts.

Cost Tracking

- At 90% design completion, we populate our cost tracking software with GMP costs.
- We monitor material costs by tracking quantity and pricing changes.
- The scope-change log helps identify and manage scope changes promptly.

Earned Value Reporting

- Reports on actual costs vs. earned value to show the Project’s financial position.
- Project Manager, **Chris Dietrich**, uses these reports to adjust resources and prepare workarounds.

Coordination Meetings

- Daily and weekly meetings with subcontractors and suppliers address budget and schedule issues.
- Issues are tracked to resolution in a log.

Budgeting, Cost Control, and Shared Savings

- Garney offers cost opinions to aid in value decisions, ensuring PWD’s goals are met.
- Accurate and transparent estimates align design scope with Project cost.
- Budget updates follow each workshop, detailing changes and cost breakdowns.
- GMP is updated regularly and shared transparently.

Buying Power

- Garney leverages relationships to secure materials faster and at competitive prices, ensuring no negative impact on ongoing operations.

SCHEDULE

APPROACH TO PROJECT SCHEDULE

To develop an accurate and comprehensive critical path method (CPM) schedule, Garney uses relationship logic to tie activities together, determining the work sequence that best meets schedule and budget requirements. This includes engineering, Project funding requirements, site investigations, surveying, procurement, permitting, government approvals, construction, commissioning and start-up, operations training, and closeout activities.

We have developed a preliminary schedule for Phase 1 and Phase 2 on the following page.

KEY CONSIDERATIONS AND STRATEGIES

Partnering: Early activities include a Project Kick-Off Meeting, design progress review, scheduling TWGs, selecting a partnering facilitator, and holding quarterly partnering meetings. This will ensure the Garney, PWD, and Hazen are aligned from the start.

Preconstruction Workshops: Focus on planning for construction, including subcontracting, procurement planning, performance guarantees, risk reviews, and early work packages. These workshops will address specific challenges such as environmental restrictions and site constraints.

Early Equipment and Materials Packages: To meet the Project schedule, we will need to develop and finalize early equipment and materials packages to manage procurement durations and prevent delays. For example, securing the PLC panels and 48" RCP pipeline early will be crucial.

Coordinated Design-Build Schedule: Early release of submittals and long-lead items to prevent delays and address potential challenges promptly. This will include items like electronic controls and instrumentation upgrades.

Continuing Design During GMP Negotiations: Encourage PWD to progress to 100% design during GMP negotiations to maintain progress and finalize design details. This approach will help in aligning the hydraulic capacity increase from 20 cfs to 60 cfs with the construction timeline.

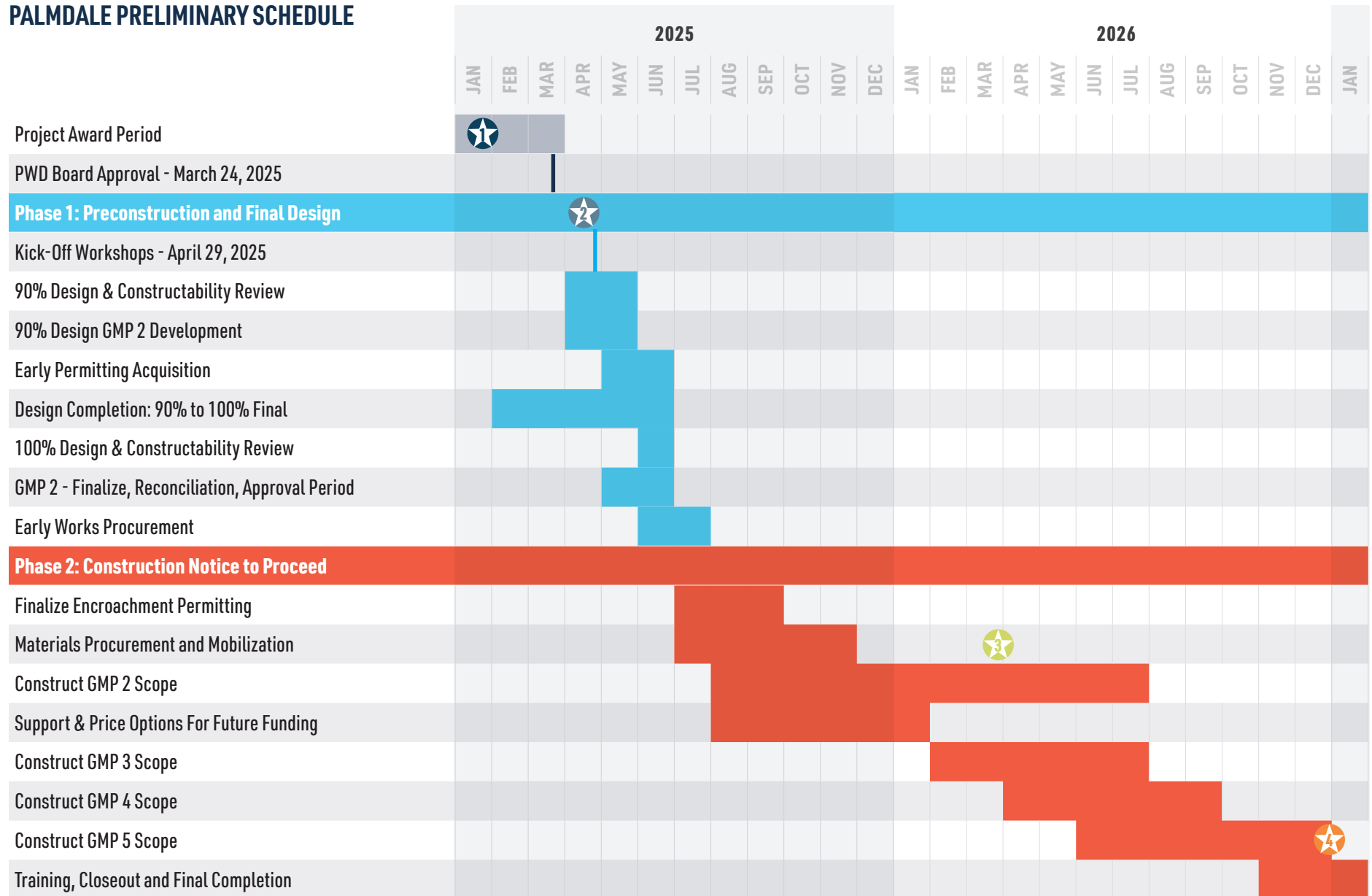
SCHEDULE MANAGEMENT

Effective schedule management is crucial to ensure the Project stays on track and meets all deadlines. **Our approach includes several key components:**

- **Linking CPM Schedule to GMP Estimate:** Align cost-loaded schedule with the cost model and GMP estimate, tracking self-perform vs. subcontract work scopes. This will ensure that the Project is on track.
- **Integrated Project Timeline:** Identify critical schedule challenges early, highlighting early work opportunities, procurement impacts, operational constraints, and regulatory obstacles. For instance, addressing encroachment permitting from agencies like Metro Link and Southern California Edison early on.
- **Monthly Schedule Updates:** Review upcoming critical items, inspections, testing, and tie-ins to existing utilities, along with updates on procurement, design, and work status. This will include regular updates on the progress of the Project, including looking at the 90-day look-ahead schedule.
- **Weekly Progress Tracking:** Measure and forecast performance based on actual production, tracking milestones, and preparing forecasts with mitigation plans if milestones are at risk. This will help in managing the complex material handling and transport requirements.
- **Weekly Schedule Meetings:** Review current schedule and six-week look-ahead schedules, planning for the week ahead with the entire team. This will ensure that all team members are aware of the environmental work zone restrictions and compliance requirements.

Our precise scheduling and proven strategies ensure project success by aligning all stakeholders from the start and keeping everything on track.

PALMDALE PRELIMINARY SCHEDULE



PROJECT MILESTONES

- ★1 RFP Submission January 24, 2025
- ★2 CMAR Notice to Proceed April 14, 2025
- ★3 DWR Grant Deadline March 31, 2026
- ★4 USBR Grant Deadline December 31, 2026

ACHIEVING EARLY SUBSTANTIAL COMPLETION

To achieve early substantial completion, Garney will implement the following strategies:

Early Innovation-Focused Design Workshops:

Maximize schedule savings through design innovations and alternatives. For example, exploring alternative materials or construction methods to expedite the ditch conversion.

Baseline Schedule Development: Develop a complete baseline schedule within the first 20 days to determine actual schedule drivers. This will include detailed planning for the 7.2-mile corridor conversion.

Early Constructability Reviews: Review sequencing options to determine schedule drivers and alternative methods to reduce the longest path and schedule durations. This will help in managing the limited work area and site constraints.

Schedule Workshops: Develop and implement methods and techniques used in past projects to create schedule savings. This will include leveraging our experience with similar projects to ensure timely completion.

Extended Work Shifts and Weekend Work:

Model extended work shifts and potential weekend work to determine schedule savings versus cost/safety impacts. This will be crucial in meeting the Project's deadlines.

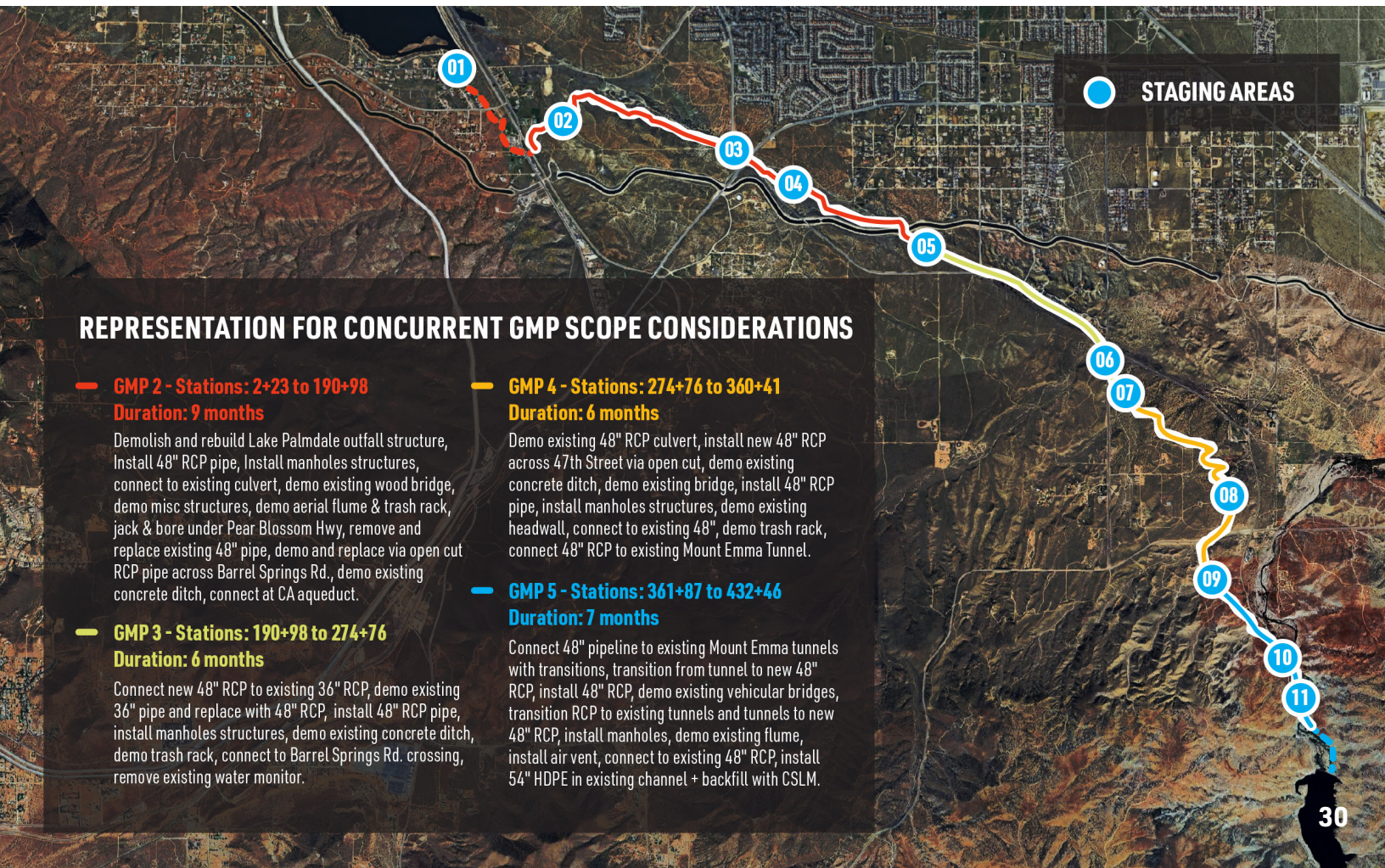
Permitting Workshops: Develop expedited or temporary permitting opportunities to provide schedule accelerations/savings. This will help in navigating the complex permitting requirements from multiple agencies.

Schedule Lookahead Meetings: Implement monthly 90-day schedule lookahead and weekly six-week lookahead meetings to ensure detailed schedule adherence and proactively mitigate any schedule slippage.

Innovative Schedule Enhancements

Workshops: Conduct early workshops with PWD, Hazen, and our team to review schedule opportunities. This will include exploring ways to optimize the hydraulic capacity increase and ensure reliable water conveyance.

In the graphic below, we have laid out our proposed schedule durations for GMPs 2 - 5.



GMP AND COST CONTROL

Sam Marston, Lead Estimator, and his team will provide accurate, transparent estimates and align the design scope with the Project cost. The estimating team will manage Garney's estimating process to develop a detailed, open-book cost estimate. **Chris Dietrich**, Construction Manager, and **Nathan Trevor**, Preconstruction Manager, supported by the estimating team, will continue identifying VE ideas and share constructability savings with PWD.

Garney has the local cost knowledge and estimating experience necessary to provide competitive and accurate market pricing.

Our experience in the California pipeline market for over a decade is critical to an efficient procurement process. This translates into lower construction costs because we understand the Project's needs and PWD's expectations for delivery and availability of local resources (labor, equipment, and materials).

Garney offers a transparent approach to communicating all information that contributes to our cost model. We begin developing the cost model on day one to help our team, PWD, and Hazen make informed decisions about design alternatives. The cost model clearly communicates pricing (direct and indirect) for all Project scopes. **Our cost model development process, based on our \$7.4 billion in CMAR experience, includes:**

Estimate Kick-Off: We host the Estimate Kick-Off with our Team, PWD, PWD's Independent Cost Estimator (ICE), and relevant stakeholders to review design status, schedule, work approach, constraints, open risks, outstanding issues, and permitting requirements. This initial meeting ensures all parties start with the same background knowledge.

Basis of Estimate (BOE): We use a BOE with the 90% design documents to define the estimating scope and communicate decision-making processes and costing of design alternatives. Real-time estimating as the design progresses helps communicate constructability benefits and cost savings. This document is updated regularly with the Project design progression.

Estimating Methodology Report: This living document, paired with the BOE, communicates assumptions, means and methods, quantity calculations, breakdown of activities, unit cost justification, production rates, and mutually agreed assumptions between ICE and our team.

Work Breakdown Structure (WBS): We develop a comprehensive WBS organized by standardized bid items, breaking them into activities that communicate all cost and budget aspects. Early WBS structures for alternative design concepts can be turned on/off in the cost model to show cost impacts.

100% Design Cost Model: Our team updates and expands the cost model at the 100% design milestone to ensure consistency. Cost analysis is provided throughout the design process, starting with the 90%, to provide maximum value using real-time cost estimating.

Cost-Certain GMP / Multiple GMPs: We advance the cost model with design progression to reach a cost-certain GMP and multiple GMPs, ready to provide GMP pricing at the 90% design milestone or other phases if early work packages are considered. This process has given Garney the distinction of achieving GMP on all our CMAR projects.

As estimates progress toward GMP, we revisit documented changes in a Decision Log. At each review milestone, we prepare these details for PWD's review and host workshops to determine the best direction, focusing on cost, risk, and contingency. Our team routinely wins Design-Build/Design-Build-Operate projects with less than 30% complete designs, meaning that we understand what must be accounted for in the estimate. **We have negotiated GMPs on over 562 collaborative delivery projects totaling over \$15.2 billion.**

We are always willing to open the active cost estimate(s) and have a face-to-face or virtual meeting to explain the components of the total cost for each bid item. The detailed pricing sheet or "cost report" shows all elements that make up the total cost. This level of detail ensures we capture all costs and streamlines decision-making.

PRICE PROPOSAL DEVELOPMENT

A key objective of the preconstruction phase is developing the price proposal. **Our approach includes:**



Communication with Subcontractors and Vendors:

Engaging subcontractors and vendors early and locking in pricing is crucial due to the current economic environment and escalating construction material costs, especially for long lead items like electrical and instrumentation equipment.



Early Engagement with Operations Staff: We will engage PWD's operations team early for input on Project facilities, system operations, and SCADA controls, ensuring strategies and facilities are acceptable to all parties.



Design and Construction Integration: Our team will implement an integrated plan for the design and construction teams to work together throughout the Project, increasing the speed and accuracy of information transfer.



Maintaining a Broad Vendor Base: We will solicit quotes from various equipment vendors to develop the GMP. Vendors offer alternatives to specified equipment, which we evaluate for better value. Garney maintains the largest network of sub-consultants and vendors, resulting in construction cost savings and better value propositions for PWD.



Detailed Parallel Estimate: We conduct a detailed parallel estimate using our internal, regionally-based, hard-bid estimating teams for all scopes of work to ensure bid competitiveness and comparability to other projects.



Lower Costs of Bonds and Insurance: Our costs for bonds and insurance on CMAR projects are lower compared to typical general contractors because Garney, a company with over \$2 billion in annual revenue, holds the prime contract. This leads to lower rates for bonds and insurance.



Accelerating the Construction Schedule: The majority of Garney's large collaborative delivery projects have multiple GMP packages, allowing for budget and schedule certainty and flexibility. Identifying and finalizing these packages early is critical.

Potential early work and GMP packages include:

- ◆ Pipe procurement
- ◆ Electrical / I&C procurement
- ◆ Trenchless highway crossing (dependent on permit acquisition)

BALANCED APPROACH TO CONTINGENCY DEVELOPMENT

Our philosophy on contingency is multifaceted, based on over 20 years of delivering collaborative delivery projects. We understand the tension, risk, and uncertainties associated with cost estimating. Our contingency funding reflects volatile market pricing, undeveloped design details, and other unknowns.

The best way to manage contingency funding is to correctly identify, quantify, and manage Project risks directly with PWD's team. This occurs as part of our open-book cost model development process, which defines the right amount of contingency for the Project. Contingency is developed alongside the Project's Risk Register and collaboratively with PWD to establish agreed-upon risk contingency values

Key elements of our risk management and contingency development process include:

Design Evolution: As the design progresses from 90% to 100% completion, we include an allowance for items yet to be designed. This typically totals 5-8% of project costs during design development and reduces to ~2% at GMP submittal.

Escalation: Forecasting escalation impacts is critical to accurate pricing. We manage escalation through mutually agreed-upon cost escalation indices tied to actual price changes in the local market. This ensures PWD pays only what is necessary, and our team manages risk without unnecessary contingency increases.

Risk Events and Uncertainties: We identify and mitigate specific risks, one-off events, or unique circumstances (e.g., flooding, labor availability, force majeure events). We use a risk and opportunity management tool tied to our Primavera P6 scheduling system to document risks and opportunities continuously. The team identifies risks, probabilities, potential costs, and schedule impacts, then develops strategies to eliminate, minimize, or offset impacts.

Our team and PWD will jointly refine the Risk Register, reviewing it monthly to develop and refine mitigation strategies. We will track action items to ensure timely implementation of approved mitigations. We will review the schedule in monthly interactive meetings to keep Phase 1 on track and analyze schedule impacts on design decisions.

We will focus on proactive risk management by identifying, removing, and mitigating risks through planning and active tracking. Proactive communication across the entire Project team brings all ideas together for the best solutions. We will work with PWD to establish the Project contingency range, addressing residual potential impacts or defining allowances within the GMP if PWD decides to own a risk item.

During construction, we will use the Risk Register to address ongoing issues and manage contingency funds. As the Project progresses and risks are resolved, funds may be reallocated to additional risks or held to deliver savings to PWD. **We often return savings to owners through the GMP method, as project costs typically do not reach the maximum price.** Should PWD use the multiple GMP approach, we will keep you fully informed of evolving Project costs, ensuring any returned savings are not a surprise. Our preference is to return the full amount to PWD to fund additional scope items for the Project.

RISK

RISK MANAGEMENT APPROACH

Even well-planned projects can face unexpected problems like bad weather, material supply disruptions, and labor disputes. Our team's risk management expertise helps PWD make informed decisions when these issues arise.

RISK MANAGEMENT WORKING GROUP

Within 10 days of award, **Chris Dietrich** and PWD's Project Manager will co-lead the initial technical work group to formalize the Risk Management Working Group. This group merges Project risks into a single risk-tracking document, the Project Risk Register, and tracks all risks throughout the Project.

RISK REGISTER DEVELOPMENT

We have developed a preliminary Risk Register on the following page, which will be further developed with PWD as a fundamental part of onset Project activities. Together we review the monetized Risk Register monthly with PWD and use it as a tool throughout the Project to address, plan for, and mitigate key concerns. Once the overall Project team agrees on the identified Project risks and mitigation plans, we will work collaboratively with PWD to develop mitigation alternatives, avoidance strategies, risk sharing/shifting solutions, and assign a monetized value for PWD's use.

RESOLVING RISKS

Our risk strategy is to manage the identified risks daily. This is accomplished by coordinating work, maintaining schedules, updating and monitoring budgets, implementing standard procedures across the program, and monitoring safety on the Project. Effective communication and timely resolution of issues are key to minimizing risks that may impact the Project cost, schedule or quality.

Key Processes to Reduce Risks:

- ◆ Keeping accurate records
- ◆ Providing timely responses
- ◆ Quick issue resolution
- ◆ Reviewing future work and trends
- ◆ Maintaining documentation control
- ◆ Leveraging past experiences
- ◆ Implementing knowledge-based mitigation measures

DESIGN RISKS

Large pipeline projects have enhanced risks because errors, omissions, and/or discovered field conditions can have significant economic impacts. Controlling risk is critical to Project success. For instance, the discovery of rock or groundwater can impact workflow and material deliveries while design solutions are developed to allow work to continue.

On the following page, we have included a Risk Register with potential risks and our mitigation strategies.

PALMDALE DITCH CONVERSION PROJECT: PRELIMINARY RISK REGISTER

Top Priority Anticipated Risks	Current Risk Likelihood	Current Severity	Risk Impact					Potential Mitigations	Post-Mitigated Risk Level
			Cost	Sched.	Env.	Quality	Safety		
PERMITS: The Project will require several permits from a wide range of agencies. These permits can take up to 18 months in some cases.	HIGH	MEDIUM	✓	✓				<ul style="list-style-type: none"> Early engagement of permitting agencies throughout final design development and early in Phase 1 Quick advancement and finalization of the Permitting and Approvals Plan Dedicated Garney resources to manage all permitting efforts from day one of Project Leverage resources and experience of existing team members to connect with correct permitting agency staff that can expedite approval process 	LOW
WEATHER: The project area is susceptible to large rainfall events which can create safety issues, project flooding, and construction delays.	MEDIUM	MEDIUM	✓	✓	✓	✓	✓	<ul style="list-style-type: none"> Develop Project schedule with alternative sequencing to allow for work flexibility during and after rain events Work with PWD to further develop the sequence of Sub-Project construction to mitigate and proactively be prepared for weather events Develop robust Emergency Response Plan, focusing on emergency worker access Explore installation of flood monitoring systems that provide real-time data on water levels, rainfall intensity, and potential storm water risks Ensure materials are stored in areas that are not impacted by rain events to ensure material availability 	LOW
MATERIALS RESOURCES: The Project includes materials that are considered long lead (greater than four months to acquire). This includes piping, control panels, and instrumentation. Impacts to the delivery schedule could significantly delay the Project spending milestones.	MEDIUM	MEDIUM	✓	✓				<ul style="list-style-type: none"> Host early workshops to establish long-lead scope Initiate procurement prior to 100% design completion Use experienced staff to manage the procurement process using tracking tools and effective oversight Leverage vendor relationships to expedite pricing, contracts, and procurement Accelerates design, procurement, construction, and start-up activities with electrical and integration subcontractors 	LOW
PUBLIC SAFETY: Active construction next to or within public access roads and active lake recreational areas.	MEDIUM	MEDIUM	✓	✓			✓	<ul style="list-style-type: none"> Safety plan will include a management plan for the flow of heavy equipment, vehicles, and workers to and from the site Establish safety management plan that protects pedestrians, traffic, and workers by directing them around the work zone Design to minimize impact, and schedule the work with residents in mind Install fencing around laydown area to deter visitors Use of flaggers to prevent accidents with equipment entering and exiting work sites Create separate work zones, control the traffic, use proper safety equipment, eliminate blind spots, general awareness of surroundings Begin each day with safety risk elimination meeting led by on hand competent person 	LOW
COST: Scope and cost creep could escalate project costs and impact overall total scope and overall total budget for the Project.	HIGH	HIGH	✓	✓				<ul style="list-style-type: none"> Procure materials as an early work deliverable, during the design process develop procurement work packages after the 90% design level Conduct early risk / partnering TWG to align our cost goals and minimize contingency Conduct value engineering workshops early and use decision log to avoid potential cost overruns from scope creep Develop bottom-up estimates based on historic productions and present labor market costs Track economic factors (inflation, material availability) to identify / avoid cost impacts Leverage national buying power, incentive pricing options, and payment consideration to reduce material costs 	LOW
MATERIALS HANDLING/STAGING: Constrained access and areas for material staging and complex material handling for backfill and spoils.	MEDIUM	MEDIUM	✓	✓	✓		✓	<ul style="list-style-type: none"> Early engagement and planning during preconstruction with pipe suppliers to develop strategy for coordinated on-time delivery of materials Development and implementation of detailed daily operations schedule, including daily material needs, access plan, and delivery details Engage property stakeholders during preconstruction to confirm staging, access, traffic, and schedule restrictions to ensure compliance During preconstruction, perform detailed site surveying to develop a 3D earthwork model to be used for daily material handling needs 	LOW
PERSONNEL RESOURCES: Complex Project in a remote region with numerous ongoing construction projects in local markets competing for quality labor resources. Shifting in Project scope, due to funding, may require a quick ramp up in resources to achieve schedule milestones.	MEDIUM	MEDIUM	✓	✓		✓	✓	<ul style="list-style-type: none"> Create detailed resource-loaded schedule for all activities and forecasting of resources Use local experience and staff with immediate access to western region resources (400+ craft workers) Leverage resources of long term relationships with qualified subcontractors for work not self-performed Transition 29 Palms team (\$170M DB) to Project as work scopes increase Proactive monthly analysis to ensure personnel resources are identified and secured 90-days out, not the day they are needed 	LOW
AGGRESSIVE PRECONSTRUCTION MILESTONES: The Project requires an aggressive multiple GMP process with an expedited Risk Register, estimates, and approval process to achieve the Project funding requirements.	MEDIUM	MEDIUM	✓	✓				<ul style="list-style-type: none"> Early implementation of proven preconstruction processes, software, and systems to ensure GMP estimates meet schedule milestones Use our local experience and our staff with significant collaborative delivery experience to successfully manage the process Leverage resources of long term relationships with qualified subcontractors for early thorough constructability reviews and pricing Immediate start to TWG workshops to establish early Project scope, pricing, risks, schedule, and design elements between entire team Proactive weekly analysis to ensure preconstruction process is effectively aligned and implemented Kick-Off high-level estimating will begin prior to award by Garney team 	LOW
NARROW ROW: Constrained access and work zones will limit work productivity and increase risks for safety and environmental impacts.	MEDIUM	MEDIUM	✓	✓			✓	<ul style="list-style-type: none"> Conduct preconstruction workshops focused on access constraints, ROW requirements, and environmental restrictions with PWD, Hazen, and stakeholders Detailed survey staking, prior to beginning operations in each area, to outline restrictions and ensure compliance Conduct detailed workshops to develop work plans to perform operations within restricted areas safely and per requirements 	LOW

ENVIRONMENTAL RISKS

From Project conception through construction, our team has the experience needed to guide PWD through the permitting requirements associated with a large-scale project. **Initial permitting efforts will focus on meeting the requirements of obtaining the identified encroachment permits Metro Link, Los Angeles Department of Water & Power, Southern California Edison.** Our team will collaborate with your staff to ensure compliance with state, federal, and local laws and regulations. As part of our preconstruction activities, our team will collaborate with local permitting authorities to secure all necessary stakeholder encroachment permits. Additionally, we will explore value engineering methods that can reduce Project risk and cost, which may also require further permitting efforts from the entire Project team.

ENVIRONMENTAL RISK SUCCESS



During this Canon Station Development project in Fairfield, CA, we overcame significant environmental risks by implementing rigorous environmental training for our crews. We ensured the

protection of the Tiger Salamander habitat and executed complex auger bores under a 96" DWR transmission main with minimal disruption. Our proactive approach and strict adherence to environmental protocols ensured the project's success while safeguarding the local ecosystem.

SELF-PERFORMANCE VS CONTRACTED WORK

Garney plans to self-perform approximately 90% of the Project scope, leveraging our capabilities to control labor, schedule, cost, and quality.

Our self-performance capabilities include:

- ◆ Pipeline excavation and installation
- ◆ Demolition (concrete, electrical, civil)
- ◆ Traffic control

- ◆ Cast-in-place concrete construction and precast concrete installation
- ◆ Civil excavation, compaction, site preparation, and earthwork
- ◆ SWPPP installation and maintenance
- ◆ Site clearing
- ◆ Minor asphalt paving and roadway repairs
- ◆ Mechanical equipment installation
- ◆ Mechanical piping (above and below grade)

The scopes of work we will subcontract include:

- ◆ Electrical and I&C
- ◆ Trenchless pipe installation methods (jack and boring, and microtunneling)
- ◆ Most painting and coatings

We will analyze budget, schedule, risk, and quality to determine the best value for the Project, ensuring competitive pricing and high-quality results. Our approach involves engaging local subcontractors and suppliers to meet Project needs and support state and local inclusion efforts.

Whether the scope is self-performed or subcontracted, Garney will remain PWD's single point of contact, responsible for meeting budget and schedule deadlines.

QUALITY

We are committed to delivering a Project that fully complies with the Project's quality assurance (QA) and quality control (QC) technical requirements. Quality will be incorporated into all phases of the Project, from the Kick-Off Meeting through construction. Our QC methods and standards ensure that we meet or exceed all applicable regulations, codes, industry standards, manufacturer specifications, and PWD's goals and requirements. Quality is integral to planning, design, and construction and is the responsibility of each manager overseeing these processes, including start-up and testing.

Our Quality Manager, **Ron McPherson**, will develop and manage a Project-specific Quality Control Program. This program will outline interactions among Project team disciplines, subcontractors, and PWD staff, identifying how to effectively use resources to maintain budget and schedule. Clear roles, responsibilities, and accountability for key tasks will be established.

Ron and the Garney Project team will deliver quality through two distinct processes:

- ◆ **Quality Management (QM):** Monitoring performance to ensure activities meet and exceed PWD’s expectations, developed in collaboration with PWD, Hazen, and our team.
- ◆ **Quality Control (QC):** Executing activities to ensure required standards of quality construction are met and exceeded, preventing challenges with quality.

Each deliverable and milestone will undergo detailed peer review as completion nears. We will engage the Hazen team for cross-checks and provide constructability reviews. As the design progresses, our team will implement an internal QA/QC process to prioritize and deliver a high-quality Project.

Key aspects of our QCP Plan:

Conceptual review by Hazen to leverage their expertise and national experience.
Technical reviews of data, calculations, specifications, and drawings throughout the Project design and before milestone submittals.
Permitting review to ensure regulatory requirements and permit conditions are addressed.
Continuous constructability reviews.
Standards review to confirm proper use of AutoCAD and PWD’s standards in survey and drawing development.
Final review of all deliverables by the QC Manager, Ron McPherson .

QUALITY MANAGEMENT APPROACH

Our management, design, and construction teams eliminate rework and delays by implementing checks and balances to ensure work is planned and executed in compliance with contract requirements.

The quality process will be documented in the QCP, establishing criteria such as:

- ◆ Quality control organization
- ◆ Design phase submittal review process
- ◆ Construction phase submittal review process
- ◆ Control verification and acceptance testing
- ◆ Inspection and document control
- ◆ Record drawings
- ◆ Non-conformance notices
- ◆ Personnel qualifications and training
- ◆ Personnel roles and responsibilities
- ◆ Forms
- ◆ Testing matrix and laboratory validation
- ◆ Independent testing laboratory and inspectors

We define quality as meeting and exceeding PWD’s needs and expectations, using collaboration and proactive quality management to avoid delays and rework.

Successful implementation requires:

- ◆ Full commitment to quality
- ◆ Self-accountability for individual and teamwork quality
- ◆ Robust, transparent, and accurate ongoing communications between the Owner, our leadership team, QA/QC staff, and all key sub-consultants and subcontractors

I THINK HIGHLY OF THE QUALITY OF GARNEY’S WORK AND THE QUALITY OF THEIR PEOPLE.

*Christopher Smith, PE
Left Hand Water District*

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F. PRECONSTRUCTION SERVICES PROPOSAL (GMP 1)

Proposer shall provide a lump sum fee for the Phase 1 Preconstruction Phase Services Scope of Work. These services shall be for a period of six months. In addition to the lump sum fee, the Proposer shall submit their categorical rates valid for a period of 1 year from the submission date of this RFP in case the preconstruction phase extends over six months.

Our preconstruction categorical rates, valid for one year, are listed below. Our lump sum fee is provided on the following page.

PALMDALE DITCH CONVERSION PROJECT

Section VII.F: Pre-Construction Services Proposal - Categorical Hourly Rate Schedule			
Name	Company	Title	Fully Burdened Labor Rate Oct '25 thru '26
Preconstruction			
Chris Dietrich	Garney	Project Manager	\$ 334.95
Nathan Trevor	Garney	Preconstruction Manager	\$ 267.75
Isiah Quintanilla	Garney	Construction Manager	\$ 267.75
Justin Campiotti	Garney	Site Superintendent	\$ 298.20
Sam Marston	Garney	Lead Estimator	\$ 267.75
Matt Roberts	Garney	Lead Estimator	\$ 267.75
Neal Timmons	Garney	Safety Manager	\$ 216.30
Ron McPherson	Garney	Quality Manager	\$ 298.20
Ethan Martin	Garney	Project Engineer	\$ 162.83

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ADVANCING WATER

Palmdale Ditch Conversion Project

CMAR Services

	Estimated Quantity	Unit	Project Management						Total Hours	Total Costs	Total Expense Allowance Costs	
			Project Manager (Chris Dietrich)	Pre-Construction Manager (Nathan Trevor)	Construction Manager (Isiah Quintanilla)	Site Superintendent (Justin Campiotti)	Lead Estimator (Sam Marston/ Matt Roberts)	Safety Manager (Neal Timmons)				Quality Manager (Ron Mcpherson)
Hourly Rate			\$319.00	\$255.00	\$255.00	\$284.00	\$255.00	\$206.00	\$284.00			
Scope of Services												
1. Key Personal and Planning												
Submit Key Personnel	1	LS		1	1					2	\$ 510.00	\$ -
Submit CM Plan	1	LS		1	1					2	\$ 510.00	\$ -
Submit Construction Emergency/Site Safety Plan	1	LS		1	2					3	\$ 765.00	\$ -
Submit Quality Control Plan	1	LS		1	2					3	\$ 765.00	\$ -
Submit Environmental Plan	1	LS		1	2					3	\$ 765.00	\$ -
Participate in Design Meetings	13	Ea.	13	20	20					52	\$ 14,092.00	\$ -
Participate in Kickoff Meeting	1	Ea.	1	2	2	1	1			7	\$ 1,878.00	\$ -
		LS								-	\$ -	\$ -
Establish Decision Making Matrix, Doc Mgmt, Meeting Minutes	1	LS	1	2	2					5	\$ 1,339.00	\$ -
		LS								-	\$ -	\$ -
Subtotal - Key Personal and Planning			15	29	32	1	1	-	-	77	\$ 20,624.00	\$ -
2. Cost Models												
Baseline Project Cost Model (Cost Model)	1	LS	4	4	4		40			52	\$ 13,516.00	\$ -
GMP 1 (Pre-Construction)	1	LS	1	2	2		8			13	\$ 3,379.00	\$ -
GMP 2	1	LS	4	4	4		40			52	\$ 13,516.00	\$ -
GMP 3	1	LS	4	4	4		40			52	\$ 13,516.00	\$ -
GMP 4	1	LS	4	4	4		40			52	\$ 13,516.00	\$ -
GMP 5	1	LS	4	4	4		40			52	\$ 13,516.00	\$ -
Subtotal -Cost Model			21	22	22	-	208	-	-	52	\$ 70,959.00	\$ -
3. Pre-Construction												
Provide Constructability Ideas	Included	LS								-	\$ -	\$ -
Onboarding Meeting	Included	LS								-	\$ -	\$ -
Bi-Weekly Workshops	6	EA	6	9	9					24	\$ 6,504.00	\$ -
Constructability Reviews (Assume 2)	1	LS	2	4	4	2	2	2	2	18	\$ 4,326.00	\$ -
VE Presentation (Assume 2)	1	LS	2	4	4	2	2	2	2	18	\$ 4,326.00	\$ -
By-Pass Analysis	1	LS	1	2	2	2				7	\$ 1,907.00	\$ -
Design Reviews	Included	LS								-	\$ -	\$ -
Identify Equipment/Material Procurement	1	LS	4	12	12					28	\$ 7,396.00	\$ -
Plan Field Investigations	1	LS	8	16	16					40	\$ 10,712.00	\$ -
Develop Proposal Packages	1	LS	8	16	16					40	\$ 10,712.00	\$ -
Establish Coordination with Local Agencies	1	LS	8	12	12					32	\$ 8,672.00	\$ -
Subtotal - Pre-Construction			39	75	75	6	4	4	4	207	\$ 54,555.00	\$ -
4. Permitting												
Permit Coordination and Approvals (Metro Link/LADWP/Socal Edison)	1	LS	4	8	8					20	\$ 5,356.00	\$ 5,000.00
5. Procurement												
Pre-Market Project	1	LS	4	20	20					44	\$ 11,476.00	\$ -
Evaluate and Pre-Quality Sub/Material Suppliers	1	LS	4	24	24					52	\$ 13,516.00	\$ -
Subtotal - Procurement			8	185	185	8	4	4	4	470	\$ 30,348.00	\$ 5,000.00
Total Labor Hours			83	311	314	15	217	8	8	740	\$ 176,486.00	\$ 5,000.00
Pre-Construction Services - Total Labor Costs	A	\$ 176,486.00										
Estimated Permit Fees	B	\$ 5,000.00										
Total Pre-Construction Services Proposal	A+B	\$ 181,486.00										

G. LIST OF SUBCONTRACTORS FILED WITH PROPOSALS

We plan to subcontract the CIPP, electrical work and, if needed, the jack and bore operations for the Project. Subcontractor selections will be finalized during preconstruction.

We have established relationships and past experience with several electricians, CIPP companies, and jack and bore companies. We will ensure each proposed subcontractor is registered with the Department of Industrial Relations and qualified to perform the work.

Our list of proposed subcontractors is on the following page.

LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provision of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. Subcontractors must be listed if they will provide work, labor or service in an amount in excess of one-half (1/2) of one percent (1%) of the total bid.

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

CONTRACTOR NAME: Garney Pacific, Inc.

NAME OF SUBCONTRACTOR	License No. & Type	DIR Registration No.	Main Office Address	% of Total Dollar Work	Description of Subcontracted Work
Pacific Boring	553794	1000003953	P.O. Box 727 Caruthers, CA 93609	>5%	Jack & Bore
Golden State Boring & Pipe Jacking Inc.	678500	1000005788	7000 Merrill Ave., Box 40, Chino, CA 91710	>5%	Jack & Bore
SAK Construction	984560	1000002435	4253 Duluth Ave, Rocklin CA 95765	>3%	CIPP
Southern Contracting	222252	1000002172	559 North Twin Oaks Valley Road, San Marcos, CA 92069, USA	>5%	Electrical
Big Sky Electric	925689	1000003992	310 N. McArthur Way, Suite A Upland, CA 91786	>5%	Electrical
Technical Systems Inc	921522	1000005441	3800 Oceanic Drive Suite 111 Oceanside, CA 92056	>3%	I & C
George T Hall	920775	1000396013	1605 E Gene Autry Way, Anaheim, CA 92805	>3%	I & C

H. REFERENCES

Metro Water Recovery

Jon Wicke

Engineer III

jwicke@mwr.dst.co.us

(303) 286-3406

Cargill Inc.

Drew Heise, PE, PMP

Build Project Manager

Drew_Heise@Cargill.com

(925) 353-8695

Contra Costa Water District

Sean Maurel

Senior Engineer

SMaurel@ccwater.com

(925) 525-2485

I. COMMENTS TO THE OWNER'S CMAR AGREEMENT

In our review of the Owner's CMAR Agreement, we identified some inconsistencies and areas that need resolution. We have added notes and requested changes, which are detailed on the following pages. We look forward to amicably negotiating these minor contract items with the PWD team.



Contract Review Memorandum

Construction Manager At-Risk Agreement | Palmdale Water District | Garney Comments

To: Palmdale Water District

From: Garney Companies, Inc.

Garney provides the following comments and discussion points for its February 24, 2025 meeting with the Palmdale Water District.

General Comments	
(1)	Garney would like to have a general discussion with the District regarding the allocation of risks and costs associated with potential tariffs.
Article 2: Construction Manager Services	
2.4.12	<p>Unanticipated delays or costs in obtaining permits and special permits should result in an appropriate time and cost adjustment, provided that the cause of the delay is not due to Garney's fault and that Garney made reasonable efforts to mitigate. Garney proposes the following to be added to the end of this Paragraph 2.4.12:</p> <p><i>"Construction Manager shall not be liable or responsible for any delays or additional costs, or both, in securing such permits or special permits not caused by or due to the fault of Construction Manager. In the event of such unanticipated delay or cost, Construction Manager shall be entitled an equitable adjustment in the Contract Times and / or the GMP or the Phase II Construction Price, provided that such delays or additional costs were not caused by or due to the fault of Construction Manager, and further provided that Construction Manager has made all reasonable efforts to mitigate such unanticipated delays or additional costs."</i></p>
2.6	<p>Garney understands it undertakes the responsibility to protect its own Work and be held responsible for damages it causes to the Work, but requests that this language be modified to clarify which party should be responsible for the damages (and to what extent, if multiple parties are partially responsible). Garney proposes the following changes to the first sentence of this Paragraph 2.6:</p> <p><i>"Construction Manager shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, to the extent caused by Construction Manager or anyone which Construction Manager is responsible, until acceptance of the work by District, except to the extent such losses or damages as caused by or attributable to the District's own negligence, by Others, or by any other person(s) which the District may be responsible."</i></p>
Article 3: Compensation and Guaranteed Maximum Price (GMP)	
3.1	<p>General Comment: A 5% CMAR fee is too low for a project with this risk profile. Garney would request discussing the Fee percentage to be more in line with industry standards for water and wastewater projects with this type of risk profile and management requirements.</p>
Article 4: Performance Schedule	
4.2	<p>With respect to Liquidated Damages, (1) Garney would like to discuss the rate (currently, \$5,000 per day) to determine if that is a reasonable estimate of actual damages District would incur due to unexcused delays, (2) request clarifying when Liquidated Damages start to apply applicable. The Contract as originally phrased indicates it would apply at final completion, but we believe a more appropriate time to start would be at Substantial Completion as that is the date which the Project can be used for its intended purpose, and (3) request adding language that the assessment of Liquidated Damages, if any, is the District's sole and exclusive remedy for unexcused delays and schedule-related damages. Garney proposes the following modifications in this Paragraph 4.2 to address these points:</p> <p><i>"Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine due to unexcused delays to the Contract Times in the event of a breach of this Agreement, the Construction Manager and its sureties shall be liable for and shall pay to the District the sum of Five Thousand Dollars (\$5,000.00) as liquidated damages for each working day of delay to the scheduled Substantial Completion date, as adjusted in accordance with this Agreement in the performance of any service required hereunder. The District may withhold any accrued liquidated damages from any monies payable on account of services performed by the Construction Manager. To the extent required by Government Code section 4215, Construction Manager shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the District or owner of the utility to provide for removal or relocation of utility facilities, or for any delays not caused by or within Construction Manager's control or with respect to any adjustments to the Contract Time made in accordance with this Agreement. The liquidated damages provided herein shall be the District's sole and exclusive remedy for any unexcused delay in the performance of Construction Manager's obligations hereunder and shall be in lieu of any and all other liability to the District for extra costs, losses, expenses, claims, penalties and any other damages of whatever nature."</i></p>



<p>4.3</p>	<p>Garney acknowledges that a Force Majeure event provides relief in the form of time but no money. But some events included in this definition of Force Majeure—specifically acts the District—should be eligible for cost adjustments as well. Practically speaking, an “act of the District” as a Force Majeure event is the same thing as a no-damage-for-delay clause which we cannot accept. Accordingly, Garney will not accept the “no-damage-for-delay” clause in the last sentence of this Paragraph. Additionally, Garney refers the District to its General Comment above—an “act of any governmental agency” would include tariffs. Garney proposes the following modifications to Paragraph 4.3:</p> <p>“The time period(s) specified in the Schedule of Performance Contract Times for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Construction Manager, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Construction Manager shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the Parties to this Agreement unless Construction Manager proceeds with a claim in accordance with this Agreement. In no event shall Construction Manager be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Construction Manager’s sole remedy being extension of the Agreement pursuant to this Section.</p> <p>Garney additionally suggests the following new paragraph to be added to the end of this Article to clarify the different remedies available for a Force Majeure-type event, and a compensable delay [<i>new Paragraph 4.6</i>]:</p> <p><i>“If the District, Design Professional, Others, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Construction Manager’s Work, then Construction Manager shall be entitled to an equitable adjustment to the Contract Times and the GMP and / or Phase II Construction Price, as applicable.”</i></p>
<p>Article 5: Insurance, Indemnification and Bonds</p>	
<p>5.1</p>	<p>A standard and fair indemnity clause which Garney will accept is with respect to third-party claims for personal injury or property damage (not to the Work), and further to the extent caused by Garney’s negligence. Accordingly, Garney proposes to modify this Paragraph as follows:</p> <p>“To the extent permitted by law, Construction Manager shall defend, indemnify and hold harmless the Palmdale Water District, its directors, officers, employees, and authorized volunteers from and against all third-party claims, damages, losses and expenses, including reasonable attorneys’ fees and costs to defend arising out of the performance of the work described herein, but only to the extent for bodily injury or death of any person(s) and damages to tangible property (other than to the Work itself), and caused in whole or in part to the extent caused by any negligent act or omission of the Construction Manager, Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, provided that such obligations shall not apply to the extent except where caused by the active negligence, sole negligence, or willful misconduct of the Palmdale Water District, Design Professional, or Others, including any of their respective its directors, officers, employees, and authorized volunteers.”</p>
<p>5.3</p>	<p>Garney has provided its comments on what it proposes with respect to its indemnity obligations in Paragraph 5.1. This indemnity Paragraph is redundant and, accordingly, requests it be struck.</p>
<p>Article 7: Enforcement of Agreement; Default, Suspension and Termination</p>	
<p>7.3(a)</p>	<p>We would like to add that suspensions of the Work by Owner should allow for equitable adjustment for the time and costs Garney incurred due to such suspension. Garney proposes to add the following at the end of this Paragraph 7.3(a):</p> <p>“Construction Manager shall resume the Work on the date fixed in the notice, if applicable, or as otherwise directed by the District. Construction Manager will be allowed an extension of the Contract Times and an increase in the GMP and / or Phase II Construction Price, for delays or added costs, or both, attributable to such suspension.”</p>
<p>Article 9: Miscellaneous</p>	
<p>9.9</p>	<p>[<i>New Paragraph 9.9 proposed</i>] Garney requests the addition of a mutual waiver of consequential damages due to the speculative nature of what those could entail, and feels that the waiver benefits both parties. Garney proposes the following new Paragraph 9.9:</p> <p>“9.9 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND / OR THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT FOR PURPOSES OF THIS WAIVER, LIQUIDATED DAMAGES UNDER THIS AGREEMENT SHALL NOT CONSTITUTE CONSEQUENTIAL DAMAGES.”</p>



APPENDIX

Resumes

Proposer's Declaration

Contractor's Licensing Statement

Non-Collusion Affidavit



BILL WILLIAMS

Principal-In-Charge

Garney Experience: 14 years

Industry Experience: 34 years

Location

Englewood, Colorado

Education

University of Southern
Colorado, Cum Laude, BS in Civil
Engineering Technology

Certifications & Training

CO Building D Concrete 12441

CO General Contractor 2021-43G

MSHA Inexperienced Miner

OSHA 30-Hour

OSHA Competent Person -
Confined Space and Trenching &
Excavation

Member of American Water
Works Association

Professional Summary

Bill has been working in the municipal water industry since 1990 managing large, complicated, and unique projects that include open-cut, bored, and CIPP pipeline installations, as well as pump stations. Bill is responsible for overseeing Garney's pipeline operations in the Western United States, and as Principal-In-Charge, Bill will oversee all aspects of the project, including safety, project delivery, resource management, and contract negotiations.

PROJECT EXPERIENCE

VISTA RIDGE WATER SUPPLY PROJECT (DESIGN-BUILD)

Central Texas Regional Water Supply Corporation / \$540,000,000

Director. Installation of 142 miles of water transmission pipelines including 60" spiral-welded and mortar-lined C200 steel and 54" bar-wrapped C303, three 44 MGD pump stations, one cooling tower, a new wellfield with eighteen wells, seven miles of well collection lines, three 4 MG D110 Type III tanks, and one 10 MG D110 Type III tank, all to deliver 50,000-acre-feet of water per year.

MANVILLE 36" TRANSMISSION LINE

Manville Water Supply Corporation / \$78,585,063

Principal-in-Charge. Installation of 124,600 LF of 36" DIP finished water main requiring 3,800 LF of 54" steel case auger bore and hand tunnel for creek and railroad crossings, forty-five 60" ARV manholes, and 200 SY of paving.

CENTRAL MESA REUSE PIPELINE PROJECT (CMAR)

City of Mesa, AZ / \$75,000,000

Principal-in-Charge. Installation of 10.5-miles of 36" C303 reclaimed water pipeline within downtown streets and requires crossings using auger bores, machined mined tunnels, and hand tunnels, as well as interaction with AZDOT, traffic control, public outreach, deep excavation, paving, and manholes.

SUPERSTITION VISTAS WASTEWATER PROJECT (CMAR)

Apache Junction Sewer District (Formerly Superstition Mountains Community Facilities District No. 1) / \$68,183,633

Principal-in-Charge. This sanitary sewer infrastructure phase includes the construction of a new regional lift station with grinder and submersible pumps, prefabricated chemical building with Ferrous Chloride chemical storage tanks and feed equipment, prefabricated electrical building, electrical equipment, generators, biofilter, PLCs, fiber optic conduit and cabling, a force main consisting of 23,500 LF of parallel 24" HDPE lines, a gravity sewer line consisting of 4,400 LF of 36" HOBAS

fiberglass installed 20 vertical feet deep including one 80 LF auger bore, 800 SY of paving, and nine 60" manholes; and a temporary force main consisting of 4,200 LF of 6" HDPE. The marketing firm Makpro is coordinating public relations activities with adjacent neighborhoods.

36-INCH WEST SHERMAN WATER MAIN (CMAR)

City of Sherman, TX / \$68,000,000

Principal-in-Charge. Installation of 81,973 LF of 36" finished water steel transmission line by open-cut, trenchless installations consisting of twenty-two hand tunnels totaling 3,500 LF of 54" and 1,500 LF of 54" directional drilling, butterfly valves, manholes, casing, air release/vacuum relief valves, a cathodic protection system, and site and pavement restorations. The work includes a 50 VF-deep excavation, a railroad crossing, interaction with the DOT, and rock excavation using trenching.

RED RIVER VALLEY WATER SUPPLY PROJECT, TRANSMISSION PIPELINE EAST, CONTRACT 5B

Garrison Diversion Conservancy District / \$44,644,077

Principal-in-Charge. Installation of 46,650 LF of 72" C200 steel raw waterline including one 96" auger bore for 108 LF crossing under the Canadian Pacific Railway. Additional work includes the segregation and stockpiling of topsoil for pipe installation and an impressed current pipeline corrosion protection system.

BELLVUE TRANSMISSION PIPELINE NORTHERN SEGMENT - PHASE 1

City of Greeley, CO / \$22,157,540

Project Manager. Installation of 28,677 LF of 60" treated steel water pipeline, as well as installation of a flow meter, appropriate air vacs and blow-offs, and extensive dewatering due to very heavy ground water.

NEWT PIPELINE, PHASE 3 (CMAR)

North Weld County Water District / \$21,387,906

Principal-in-Charge. Installation of a potable transmission pipeline conveying water from the treatment plant to the plant storage tank consisting of 28,300 LF of 42" spiral welded steel, five 60" auger bores under roadways and a railroad, five 72" manholes, as well as 15,000 LF of 6" construction dewatering, and DOT interaction due to tunneled road crossings and paving

SOUTHERN DELIVERY SYSTEM RAW WATER PIPELINE SEGMENT SOUTH 4A CENTRAL (DESIGN-BUILD)

Colorado Springs Utilities / \$21,347,400

Project Manager. Installation of 5,207 LF of tunnel for a 66" raw water carrier pipe under a major state highway, two railroad tracks, a creek, and nearby environmentally-sensitive areas, and 2,106 LF of open cut 66" welded steel (mortar-lined) pipe.

NORTHERN MONUMENT CREEK INTERCEPTOR (CM/GC)

Colorado Springs Utilities / \$20,000,000

Principal-in-Charge. Consists of extending the existing Monument Creek Interceptor out 10 miles using 30" to 36" sanitary gravity pipeline. The interceptor will connect to several sanitary sewer service entities and provide sanitary sewer service for future development of the USAFA True North Commons.

HOMESTAKE SUCTION PIPELINE REPLACEMENT (CM/GC)

Colorado Springs Utilities / City of Aurora, CO / \$13,771,150

Senior Project Manager. The work was phased over five years during annual two-month shutdown windows and included sliplining 1,229 LF of the 66" pre-stressed concrete pipeline with a 61.5" steel pipe, open-cut replacement of 6,501 LF of 66" carbon steel waterline, and tying the pipeline back in.



CHRIS DIETRICH

Project Manager

Garney Experience: 9 years

Industry Experience: 20 years

Location

Throughout California

Education

California State University,
Sacramento, BA in Business
Finance & Risk Management

Certifications & Training

CA General Engineering - A QP
999415

First Aid & CPR

OSHA 30-Hour

OSHA Competent Person -
Trenching & Excavation

Professional Summary

Chris has 20 years of industry experience, and is responsible for overseeing pipeline operations within California including project delivery, safety, construction, work execution, work acquisition, and contractual arrangements. Chris' ample experience in the Project Manager role has equipped him with the necessary skills to serve as the primary point-of-contact for a project, ensure the project stays within budget and on schedule, and manage all work from design to start up and testing.

PROJECT EXPERIENCE

NEWARK OFFSITE PIPELINE (CMAR)

Cargill, Incorporated / \$20,000,000

Senior Project Manager. Trench and trenchless pipeline installation primarily through public streets that will run from Cargill's salt facility property line through the cities of Newark, Fremont and Union City, ending at the south end of the East Bay Dischargers Association wastewater conveyance system.

CONVEYANCE INFRASTRUCTURE PROJECT OF THE PURE WATER SOQUEL PROGRAM (PROGRESSIVE DESIGN-BUILD)

Soquel Creek Water District / \$39,820,719

Area Manager. Installation of a tertiary waterline and a reverse osmosis concentrate line, both 16" PVC, sharing a single trench for 21,533 LF, a 14" PVC purified waterline for 21,505 LF, and multiple crossings including three auger bores crossing a railroad, large culvert, and highway, as well as two bridge crossings.

CROSS VALLEY PIPELINE EXTENSION PROJECT

Santa Clara Valley Water District / \$12,638,402

Area Manager. Installation of 7,087 LF of 36" mortar-lined steel finished waterline including shutdown and dewatering of the existing 60" waterline, a 222 LF auger bore, three 36" BFV, a stilling well structure within Coyote Creek, electrical improvements, and 75,000 SF of paving.

SHORTCUT PIPELINE IMPROVEMENTS PROJECT - PHASE 3

Contra Costa Water District / \$16,170,000

Regional Operations Manager. The scope includes the installation of twin 2,000 LF 36" HDPE raw water lines requiring two 2,000 LF 36" directional drills, 630 LF of 8" to 48" steel (mortar-lined) raw water pipe, and a gravity feed by-pass of 16,907 GPM completed during demolition of existing 200 LF of 48" steel line and installation of new steel line.

CONTRA COSTA WATER DISTRICT FY 25/26: ON CALL SERVICES FOR PIPELINE REPAIR, PIPELINE CONSTRUCTION (DESIGN BUILD)

Contra Costa Water District / \$1,500,000 per Fiscal Year

Area Manager. Our Contractor-Designer team provides on-call pipeline design, construction, and repair services. Task orders include utility investigation, pipeline extension, repair, valve and anode bed replacements, cathodic protection, video inspections, and service lateral installation. Partnering with GHD, we secured this contract based on our qualifications and cost efficiency. Currently, we are working on pre-construction services, including design, cost estimating, potholing, and permitting for an urban neighborhood's water system replacement.

FARIA RANCH BACKBONE AND VILLAGE 1

Lennar Corporation / \$11,839,652

Senior Project Manager. Installation of 7,000 LF of 18" to 48" RCP stormwater pipelines, 2,200 LF of 12" HDPE stormwater pipe, 2,300 LF of 24" to 32" welded steel and mortar-lined waterline, 4,420 LF of 6" to 12" fused HDPE waterline, 8,500 LF of 1" and 12" HDPE waterlines, 6,000 LF of 8" PVC sanitary gravity pipe, and 1,200 LF of 6" PVC for 33 fire services. Included manholes, sewer and water service connections, and site excavation.

NAPA PIPE BACKBONE AND RESIDENTIAL PH 1

Napa Redevelopment Partners, LLC / \$11,132,944

Senior Project Manager. Backbone utilities installation of 8,200 LF of 12" PVC finished water line, 6,020 24" to 42" HDPE and RCP stormwater line, 4,040 LF of 6" to 8" HDPE and PVC gravity sanitary sewer line, as well as manholes, a valve vault, and tie-ins to offsite existing water and sewer connections. As a subcontractor to Goodfellow Brothers, this project was built for the Napa Redevelopment Partners.

2017 SEWER AND WATERLINE REHABILITATION PROJECT

City of Pittsburg, CA / \$7,659,174

Senior Project Manager. Installation of 20,722 LF of 10" to 4" PVC sanitary gravity lines, 4,472 LF of 8" and 6" PVC waterlines, 3,976 LF of 1" copper waterline, water service connections, and 48" manholes. The work required bypass pumping and work within subdivision streets including paving.

COMMUNICATION HILL PHASE 2 OFFSITE UTILITIES

KB Home / \$5,987,067

Project Manager. Installation of sanitary gravity sewer consisting of 1,423 LF of 12" and 15" clay pipe, 239 LF of 12" DIP, and 2,321 LF of 8" HDPE; storm drains consisting of 193 LF of 36" DIP, 2,978 LF of 12" and 15" HDPE, and 3,711 LF of 36" and 42" RCP; and a pump station and force main. Included two 48" auger bores totaling 320 LF, fifty-five 48" to 72" manholes, and 6,000 SF of paving.

SOUTHTOWN PHASE III

KB Home / \$5,944,674

Senior Project Manager. Installing utilities to support a new 242-lot subdivision development including the installation of sanitary gravity lines consisting of 11,021 LF of 8" and 12" PVC; stormwater lines consisting of 12,184 LF of 12" to 54" RCP, as well as two sections of CIPP consisting of 1,009 LF of 48" and 30", and a manhole; potable waterlines consisting of 11,432 LF of 8" to 12" PVC and DIP; and PVC recycled non-potable water pipe consisting of 2,111 LF of 8" PVC and DIP.

THE LANDING WEST

The New Home Company / \$927,127

Project Manager. Installation of sewer/water connections, 425 LF of 18" RCP stormwater pipe and storm trap filtration unit, 571 LF of 8" mortar-lined steel waterline, 545 LF of 8" PVC sanitary gravity line, a 91 LF 30" auger bore, and six 48" manholes.



NATHAN TREVOR Preconstruction Manager

Garney Experience: 1 years

Industry Experience: 27 years

Location

Southern California

Education

Colorado School of Mines, BS in
Geological Engineering

Certifications & Training

Master Project Manager

OSHA 30-Hour

Professional Summary

Since 1992, Nathan has been in the construction industry with a career that includes managing complex billion-dollar water and wastewater projects throughout the United States with a primary focus in California. He has managed all aspects of the project; preconstruction phase plans for project requirements, community and environmental impacts, estimating, and project and program management. His professional relationships with many of the public utilities, subcontractors, and suppliers contribute to his successful project delivery record in the market. He brings the experience of managing \$1.1B in successful collaborative delivery projects. As Preconstruction Manager, Nathan will drive collaboration and teamwork throughout preconstruction while managing constructability reviews, design reviews, GMP development and approvals, permitting, cost control, risk management, schedule adherence, and quality control of deliverables.

PREVIOUS EXPERIENCE

STOCKTON DELTA WASTEWATER SUPPLY TREATMENT PLANT AND PIPELINE (PROGRESSIVE DESIGN-BUILD)

City of Stockton, CA / \$176,000,000

Preconstruction Manager. This project constructed a 30 MGD water treatment plant (WTP) and a 13-mile raw water pipeline, including 7 microtunneling trenchless pipeline installations. Work included a treated water reservoir and pump station; six miles of treated water pipelines; and new reclaimed water and micro-irrigation systems resulting in a 50% consumption reduction. As part of the pipeline installation, complex permitting approvals were required for 30 properties ahead of construction.

STERLING NATURAL RESOURCE CENTER (PROGRESSIVE DESIGN-BUILD)

East Valley Water District / \$215,000,000

Preconstruction Manager. Design and construction of this new greenfield 8 to 10 MGD facility will store hundreds of millions of gallons of water for dry years by collecting and conveying water through pipelines placed within rights-of-way to support the communities of San Bernardino County. Featuring Arcadis as the designer, the plant features headworks, (coarse screens, grit separation, fine screens), aeration basins, MBR, UV, solids (screw dewatering and thickening equipment, digesters, food waste receiving), methane-powered generators, and treated water conveyance system comprised of a pumping station on the SNRC site and 24-inch diameter conveyance pipelines to the Santa Ana River or one of three discharge facility options including at City Creek, the East Twin Creek Spreading Grounds, or the Redlands Basins.

SARIVAL WATER RECLAMATION FACILITY (PROGRESSIVE DESIGN-BUILD)

Liberty Utilities / \$84,000,000

Project Executive. This Progressive Design-Build project provided 4.0 MGD of average day flow with a peak day capacity of 8.0 MGD. The treatment system design consists of a two-train secondary membrane bioreactor (MBR) biological treatment system with four trains of submerged UV membranes to achieve low turbidity filtrate.

WINDSOR WOODS, PRINCESS ANNE PLAZA & THE LAKED DRAINAGE IMPROVEMENTS (PROGRESSIVE DESIGN-BUILD)

City of Virginia Beach / \$300,000,000

Preconstruction Executive. The design, construction and commissioning of this project will consist of a comprehensive flood protection infrastructure program to protect city assets. Significant project elements include water storage and drainage improvements through the use of 450 MGD large pump stations, tide gates to minimize tidal impacts and flooding, and flood barriers along with upgrades and building of new drainage channels, and storm water piping systems.

NEWHOPE-PLACENTIA TRUNCK REPLACEMENT SEGMENT B

OCSO / \$67,000,000

Project Executive. The project includes new sewer pipeline installation for the Newhope-Placentia Trunk Sewer a total of 6 miles of sewer pipeline ranging in size from 27-inch to 54-inch by means of open trench and jack and bore trenchless installation methods (approx. 20,750-feet of pipe) located on State College Boulevard near Angel's Stadium (State College Blvd. at Orangewood Ave, City of Anaheim, CA) to approx. 400-feet south of the 91 Freeway (City of Anaheim, CA). The Work includes construction of associated manholes/structures, reconnection of laterals, abandonment of existing sewer pipes, paving and median landscaping. Additionally, this project includes the replacement of approximately 3,700-feet of water lines for the City of Anaheim. This project also includes modifications to approximately 10,200-feet of the existing Newhope sewer line.

SOUTHERN REGIONAL TERTIARY TREATMENT PLANT (DESIGN-BUILD)

NAVFAC / \$164,000,000

Preconstruction Manager. During the design phase, tertiary treatment was increased from 5 to 7.5 MGD to reliably produce effluent that meets CA Code of Regulations Title 22, Division 4 criteria for disinfected tertiary recycled water. The upgrade expanded the existing plant, constructed a new plant and over 10 miles new conveyance wastewater and recycled water system, and provided modifications to the existing effluent disposal facilities.

EAGLE ROCK INTERCEPTOR SEWER & STREET IMPROVEMENTS

LA Bureau of Engineering / \$24,000,000

Project Manager. This project, completed in 2007, included 3.5 miles of 54" Hobas sewer trunk lines and connecting lateral along with street improvements. The project consisted of 20' to 30' deep main line sewer pipe installation through open-cut and micro-tunneling methods along the thoroughfares of Eagle Rock Blvd., York Blvd. and Verdugo Road in city of Eagle Rock. The project also included large cast-in-place concrete sewer junction structures and manholes. The project had extensive street paving, striping, and infrastructure upgrades.

MICHELSON WATER RECYCLE PLANT BIOSOLIDS & ENERGY RECOVERY PROJECT

Irvine Ranch Water District / \$212,000,000

Project Manager. Nathan saw this biosolids and energy recovery project through from inception to completion as Project Sponsor and Manager. Prior to transitioning to Project Manager upon award, Nathan led the estimate team during procurement. He hand-selected almost the entire 20-member project management team leading them through self-performance of the preconstruction scopes and a phased commissioning start-up approach, with separate milestones for each phase. This \$212M state-of-the-art wastewater treatment facility converts primary and waste-activated sludge into Class A and Class B biosolids while increasing biofuel production for energy production use. Construction took place on a re-compacted greenfield site where Nathan and his team built 26 separate structures. The complex, process-heavy project maintains a stellar safety record.



ISIAH QUINTANILLA

Construction Manager / Scheduler

Garney Experience: 8 years

Industry Experience: 10 years

Location

Southern California

Education

California State University,
Fresno, BS in Civil Engineering

Certifications & Training

Construction Quality
Management for Contractors
(CQM-C) KA-CQM-20-0056

Engineer-in-Training (EIT)
159159

First Aid & CPR

OSHA 30-Hour

OSHA Competent Person -
Confined Space

Member of American Society of
Civil Engineers

Executive Board Member of
APWA

Professional Summary

Ten years of industry experience has qualified Isiah for his role as Construction Manager, in which he oversees the construction phases of the project through on-site management and quality control. His responsibilities include project schedule coordination, resource management, constructability reviews during design, and ensuring an overall successful delivery of the project.

PROJECT EXPERIENCE

KINGS RIVER PIPELINE PROJECT PHASE 2

City of Fresno, CA / \$48,194,739

Project Manager. Installation of 65,600 LF of 72" mortar-lined steel raw waterline and a canal weir diversion structure. Included dewatering, open-cut street crossings, instrumentation and controls, and a valve vault.

NEWARK OFFSITE PIPELINE (CMAR)

Cargill, Incorporated / \$20,000,000

Project Manager. Trench and trenchless pipeline installation primarily through public streets that will run from Cargill's salt facility property line through the cities of Newark, Fremont and Union City, ending at the south end of the East Bay Dischargers Association wastewater conveyance system.

CONVEYANCE INFRASTRUCTURE PROJECT OF THE PURE WATER SOQUEL PROGRAM (PROGRESSIVE DESIGN-BUILD)

Soquel Creek Water District / \$39,820,719

Senior Project Manager. Installation of a tertiary waterline and a reverse osmosis concentrate line, both 16" PVC, sharing a single trench for 21,533 LF, a 14" PVC purified waterline for 21,505 LF, and multiple crossings including three auger bores crossing a railroad, large culvert, and highway, as well as two bridge crossings.

CONTRA COSTA WATER DISTRICT FY 25/26: ON CALL SERVICES FOR PIPELINE REPAIR, PIPELINE CONSTRUCTION (DESIGN BUILD)

Contra Costa Water District / \$1,500,00 per Fiscal Year

Senior Project Manager. Our Contractor-Designer team provides on-call pipeline design, construction, and repair services. Task orders include utility investigation, pipeline extension, repair, valve and anode bed replacements, cathodic protection, video inspections, and service lateral installation. Partnering with GHD, we secured this contract based on our qualifications and cost efficiency. Currently, we are working on pre-construction services, including design, cost estimating, potholing, and permitting for an urban neighborhood's water system replacement.

CROSS VALLEY PIPELINE EXTENSION PROJECT**Santa Clara Valley Water District / \$12,638,402**

Project Manager. Installation of 7,087 LF of 36" mortar-lined steel finished waterline including shutdown and dewatering of the existing 60" waterline, a 222 LF auger bore, three 36" BFV, a stilling well structure within Coyote Creek, electrical improvements, and 75,000 SF of paving.

SHORTCUT PIPELINE IMPROVEMENTS PROJECT - PHASE 3**Contra Costa Water District / \$16,170,000**

Senior Project Manager. The scope includes the installation of twin 2,000 LF 36" HDPE raw water lines requiring two 2,000 LF 36" directional drills, 630 LF of 8" to 48" steel (mortar-lined) raw water pipe, and a gravity feed by-pass of 16,907 GPM completed during demolition of existing 200 LF of 48" steel line and installation of new steel line.

ALVARADO NILES PIPELINE SEISMIC IMPROVEMENT**Alameda County Water District / \$11,316,775**

Project Manager. Installation of 3,900 LF of 14" and 4,850 LF of 16" mortar-lined and welded steel waterlines, water service connections and meter boxes, air vacuum valves, cathodic protection, connections to existing water mains, a 4" rectifier power conduit, and paving.

RECYCLED WATER TRANSMISSION MAIN SOUTHWEST QUADRANT - PROJECT SW1B**City of Fresno, CA / \$10,471,057**

Project Manager. Installation of 16,317 LF of 36" and 48" mortar-lined steel waterline, 3,923 LF of 10" PVC pressure waterline, 355 LF of 14" DIP waterline, and a 478 LF auger bore of 66" pipe.

COMMUNICATION HILL PHASE 2 OFFSITE UTILITIES**KB Home / \$5,987,067**

Project Manager. Installation of sanitary gravity sewer consisting of 1,423 LF of 12" and 15" clay pipe, 239 LF of 12" DIP, and 2,321 LF of 8" HDPE; storm drains consisting of 193 LF of 36" DIP, 2,978 LF of 12" and 15" HDPE, and 3,711 LF of 36" and 42" RCP; and a pump station and force main. Included two 48" auger bores totaling 320 LF, fifty-five 48" to 72" manholes, and 6,000 SF of paving.

REPLACE WATER MAIN, PHASE 2 AT HARVEY FIELD, CHINA LAKE NWS**US Navy / \$917,294**

Project Manager. Installation of 4,652 LF of C-900 PVC pressure water main, 265 LF of DR11 fusible HDPE by open-cut which included 205 LF across an abandoned railroad, a 60 LF auger bore using 18" steel casing across a road, ARV's, blowoffs, a pipe vault, and two connections. Due to the active wildlife within the project vicinity, a pre-project survey for the desert tortoise, active bird nests, and other protected species was completed.

RECYCLED WATER TRANSMISSION MAIN, SOUTHWEST QUADRANT - PROJECT SW1C**City of Fresno, CA / \$4,503,269**

Project Manager. Installation of multiple recycled waterlines using 1,081 LF of 10" and 12" PVC and 7,205 LF of 24" to 36" mortar-lined steel, along with a 48" auger bore extending 209 LF underneath a road.

2017 SEWER AND WATERLINE REHABILITATION PROJECT**City of Pittsburg, CA / \$7,659,174**

Project Manager. Installation of 20,722 LF of 10" to 4" PVC sanitary gravity lines, 4,472 LF of 8" and 6" PVC waterlines, 3,976 LF of 1" copper waterline, water service connections, and 48" manholes. The work required bypass pumping and work within subdivision streets including paving.

OYSTER POINT - PHASE 1C**Kilroy Realty Corporation / \$4,492,865**

Project Manager. Installed 1,710 LF of 6" HDPE sanitary force main, 1,458 LF of 8" PVC sanitary gravity pipe, 3,850 LF of 15" HDPE storm drain pipe, waterlines consisting of 6,970 LF of 6" and 12" DIP and 2,000 LF of 8" PVC pipe, as well as sixteen 48" manholes.

CASCADE AT WATERFRONT**Tri Pointe Homes / \$4,243,967**

Project Manager. Installation of offsite utilities for the new development including 2,446 LF of 6" PVC force main, 15 LF of 8" PVC gravity sewer, 2,663 LF of 12" PVC waterline, 3,368 LF of 15" to 48" HDPE storm drain, ten manholes, four inlets, and demolition of existing storm drain and culvert.



JUSTIN CAMPIOTTI

Site Superintendent / VE and Constructability

Garney Experience: 8 years

Industry Experience: 20 years

Location

Throughout California

Certifications & Training

D1 Distribution Operator

First Aid & CPR

OSHA 30-Hour

OSHA Competent Person -
Confined Space, Fall Protection,
Rigging, Scaffolding, and
Trenching & Excavation

Professional Summary

Justin began as a laborer in 2004 building underground concrete structures. Justin has worked up through the ranks in Garney and now holds the title of Superintendent. His responsibilities as a full time Site Superintendent include the management and quality control of construction activities, scheduling crew members and subcontractors for performance of work, and daily coordination with engineers, owners, and field personnel. During preconstruction, he will assist in VE/Constructability reviews to control project costs.

PROJECT EXPERIENCE

CONVEYANCE INFRASTRUCTURE PROJECT OF THE PURE WATER SOQUEL PROGRAM (PROGRESSIVE DESIGN-BUILD)

Soquel Creek Water District / \$39,820,719

Senior Superintendent. Installation of a tertiary waterline and a reverse osmosis concentrate line, both 16" PVC, sharing a single trench for 21,533 LF, a 14" PVC purified waterline for 21,505 LF, and multiple crossings including three auger bores crossing a railroad, large culvert, and highway, as well as two bridge crossings.

SHORTCUT PIPELINE IMPROVEMENTS PROJECT - PHASE 3

Contra Costa Water District / \$16,170,000

Senior Superintendent. The scope includes the installation of twin 2,000 LF 36" HDPE raw water lines requiring two 2,000 LF 36" directional drills, 630 LF of 8" to 48" steel (mortar-lined) raw water pipe, and a gravity feed by-pass of 16,907 GPM completed during demolition of existing 200 LF of 48" steel line and installation of new steel line.

FARIA RANCH BACKBONE AND VILLAGE 1

Lennar Corporation / \$11,839,652

Superintendent. Installation of 7,000 LF of 18" to 48" RCP stormwater pipelines, 2,200 LF of 12" HDPE stormwater pipe, 2,300 LF of 24" to 32" welded steel and mortar-lined waterline, 4,420 LF of 6" to 12" fused HDPE waterline, 8,500 LF of 1" and 12" HDPE waterlines, 6,000 LF of 8" PVC sanitary gravity pipe, and 1,200 LF of 6" PVC for 33 fire services. Included manholes, sewer and water service connections, and site excavation.

SAN JOSE FLEA MARKET - OFF-SITE SANITARY SEWER PROJECT

KB Home / \$5,524,601

Superintendent. Installation of 3,200 LF of 21" clay sewer sanitary pipe installed up to 22' deep, a 21" auger bore for 1,050 LF, thirteen 48" manholes, dewatering, 1 MGD bypass pumping, and paving.

NAPA PIPE BACKBONE AND RESIDENTIAL PH 1**Napa Redevelopment Partners, LLC / \$11,132,944**

Superintendent. Backbone utilities installation of 8,200 LF of 12" PVC finished water line, 6,020 24" to 42" HDPE and RCP stormwater line, 4,040 LF of 6" to 8" HDPE and PVC gravity sanitary sewer line, as well as manholes, a valve vault, and tie-ins to offsite existing water and sewer connections. As a subcontractor to Goodfellow Brothers, this project was built for the Napa Redevelopment Partners.

COMMUNICATION HILL PHASE 2 OFFSITE UTILITIES**KB Home / \$5,987,067**

Superintendent. Installation of sanitary gravity sewer consisting of 1,423 LF of 12" and 15" clay pipe, 239 LF of 12" DIP, and 2,321 LF of 8" HDPE; storm drains consisting of 193 LF of 36" DIP, 2,978 LF of 12" and 15" HDPE, and 3,711 LF of 36" and 42" RCP; and a pump station and force main. Included two 48" auger bores totaling 320 LF, fifty-five 48" to 72" manholes, and 6,000 SF of paving.

SOUTHTOWN PHASE III**KB Home / \$5,944,674**

Superintendent. Installing utilities to support a new 242-lot subdivision development including the installation of sanitary gravity lines consisting of 11,021 LF of 8" and 12" PVC; stormwater lines consisting of 12,184 LF of 12" to 54" RCP, as well as two sections of CIPP consisting of 1,009 LF of 48" and 30", and a manhole; potable waterlines consisting of 11,432 LF of 8" to 12" PVC and DIP; and PVC recycled non-potable water pipe consisting of 2,111 LF of 8" PVC and DIP.

WILLOW LANDING**Tri Pointe Homes / \$4,980,511**

Superintendent. Willow Landing is a new 145-lot subdivision in Hollister, CA. The project scope includes 5,341 LF of 8" to 10" PVC gravity sewer lines, one hundred forty-five 4" PVC sewer laterals, 5,469 LF of 12" to 18" HDPE and 160 LF of 36" RCP storm drain, seventy-one 48" to 72" storm manholes, a 60" HDPE storm drain retention structure, and 8,100 LF of 8" PVC potable and reclaimed water lines, and one hundred forty-five domestic water service connections. As a subcontractor, Garney completed this project for Tri Pointe Homes.

2017 SEWER AND WATERLINE REHABILITATION PROJECT**City of Pittsburg, CA / \$7,659,174**

Superintendent. Installation of 20,722 LF of 10" to 4" PVC sanitary gravity lines, 4,472 LF of 8" and 6" PVC waterlines, 3,976 LF of 1" copper waterline, water service connections, and 48" manholes. The work required bypass pumping and work within subdivision streets including paving.

CANON STATION OFFSITE WATER**McKinley Partners / \$3,313,775**

Superintendent. Installation of 3,841 LF of 8" to 15" PVC sanitary gravity lines, 10,264 LF of 18" to 42" RCP stormwater pipe, 18,500 LF of 8" and 16" PVC waterlines, two 48" auger bores totaling 600 LF, the installation of thirty-eight 48" manholes, a valve vault, and two water connections.

THE LANDING WEST**The New Home Company / \$927,127**

Superintendent. Installation of sewer/water connections, 425 LF of 18" RCP stormwater pipe and storm trap filtration unit, 571 LF of 8" mortar-lined steel waterline, 545 LF of 8" PVC sanitary gravity line, a 91 LF 30" auger bore, and six 48" manholes.

OYSTER POINT - PHASE 1C**Kilroy Realty Corporation / \$4,492,865**

Superintendent. Installed 1,710 LF of 6" HDPE sanitary force main, 1,458 LF of 8" PVC sanitary gravity pipe, 3,850 LF of 15" HDPE storm drain pipe, waterlines consisting of 6,970 LF of 6" and 12" DIP and 2,000 LF of 8" PVC pipe, as well as sixteen 48" manholes.

CANYON ESTATES**Canyon Estates Homes LLC / \$4,450,838**

Superintendent. Installation of 2,825 LF of 12" to 30" RCP stormwater, 3,565 LF of 8" PVC waterline, 2,840 LF of 8" PVC sanitary gravity, manholes, and sewer and water service connections. Pipeline relocation work includes a 36" raw waterline, 8" treated waterline, two 18" waterlines, and an 18" raw waterline. Much of the scope will require work within the street.



MATT ROBERTS

VE / Constructability

Garney Experience: 10 years

Industry Experience: 24 years

Location

Throughout California

Education

Modesto Junior College,
Certificate in EMT

Certifications & Training

Dale Carnegie Effective
Communication and Human
Relations Training

EUCA Project Management
Career Advancement Training

OSHA 30-Hour

Professional Summary

Before joining Garney, Matt worked in several positions including Laborer, Project Manager, Business Development Manager, and Estimator. His responsibilities as VE / Constructability include being an active participant in VE & Constructability meetings to identify cost-saving opportunities and to ensure efficient and feasible construction methods. He will also complete bid reviews and aid with the estimating process.

PROJECT EXPERIENCE

MONTEREY PENINSULA WATER SUPPLY PROJECT

California American Water / \$75,865,751

Chief Estimator. Installation of 85,000 LF of 36" DIP water pipe, 13,000 LF of 42" PVC pressure water pipe, an 800 LF 36" auger bore, and 50 water service connections.

KINGS RIVER PIPELINE PROJECT PHASE 2

City of Fresno, CA / \$48,194,739

Chief Estimator. Installation of 65,600 LF of 72" mortar-lined steel raw waterline and a canal weir diversion structure. Included dewatering, open-cut street crossings, instrumentation and controls, and a valve vault.

NEWARK OFFSITE PIPELINE (CMAR)

Cargill, Incorporated / \$20,000,000

Preconstruction Manager. Trench and trenchless pipeline installation primarily through public streets that will run from Cargill's salt facility property line through the cities of Newark, Fremont and Union City, ending at the south end of the East Bay Dischargers Association wastewater conveyance system.

CONVEYANCE INFRASTRUCTURE PROJECT OF THE PURE WATER SOQUEL PROGRAM (PROGRESSIVE DESIGN-BUILD)

Soquel Creek Water District / \$39,820,719

Preconstruction Manager. Installation of a tertiary waterline and a reverse osmosis concentrate line, both 16" PVC, sharing a single trench for 21,533 LF, a 14" PVC purified waterline for 21,505 LF, and multiple crossings including three auger bores crossing a railroad, large culvert, and highway, as well as two bridge crossings.

CONTRA COSTA WATER DISTRICT FY 25/26: ON CALL SERVICES FOR PIPELINE REPAIR, PIPELINE CONSTRUCTION (DESIGN BUILD)

Contra Costa Water District / \$1,500,00 per Fiscal Year

Estimator. Our Contractor-Designer team provides on-call pipeline design, construction, and repair services. Task orders include utility

investigation, pipeline extension, repair, valve and anode bed replacements, cathodic protection, video inspections, and service lateral installation. Partnering with GHD, we secured this contract based on our qualifications and cost efficiency. Currently, we are working on pre-construction services, including design, cost estimating, potholing, and permitting for an urban neighborhood's water system replacement.

CROSS VALLEY PIPELINE EXTENSION PROJECT

Santa Clara Valley Water District / \$12,638,402

Estimator. Installation of 7,087 LF of 36" mortar-lined steel finished waterline including shutdown and dewatering of the existing 60" waterline, a 222 LF auger bore, three 36" BFV, a stilling well structure within Coyote Creek, electrical improvements, and 75,000 SF of paving.

CANAL LEVEE ELIMINATION AND FLOOD CONTROL SEGMENTS 3 AND 4

Contra Costa Water District / \$15,426,728

Estimator, Chief Estimator. Installation of 5,500 LF of new 120" RCP waterline, demolition of two box culverts, construction of storm drains, a new access road and inlet structure, seepage barriers, and fencing and signage. The work also required the installation of temporary sheet pile cofferdams, a temporary bypass and irrigation system, dewatering, a water disposal system, final grading, and planting.

MARE ISLAND SEWER AND WATER MAIN REPLACEMENT

Vallejo Sanitation and Flood Control District / \$13,956,102

Estimator. Installation of water, sewer, and fiber optic HDPE pipelines including an HDD that consisted of bundled 2,600 LF of 22" sanitary force main, 12.75" recycled waterline, and two sections of 4.5" fiber optic lines, and a second HDD that consisted of bundled 2,610 LF of two sections of 18" waterlines and two sections of 4.5" fiber optic lines. Additional work included 3,179 LF of 12.75" to 24" waterlines, 3,229 LF of 20" to 22" sanitary force mains, two railroad crossings, one auger bore, manholes, valve vault, paving, dewatering, traffic control, and various open-cut shoring.

RECYCLED WATER TRANSMISSION MAIN SOUTHWEST QUADRANT - PROJECT SW1B

City of Fresno, CA / \$10,471,057

Estimator. Installation of 16,317 LF of 36" and 48" mortar-lined steel waterline, 3,923 LF of 10" PVC pressure waterline, 355 LF of 14" DIP waterline, and a 478 LF auger bore of 66" pipe.

RECYCLED WATER TRANSMISSION MAIN, SOUTHWEST QUADRANT - PROJECT SW1C

City of Fresno, CA / \$4,503,269

Estimator. Installation of multiple recycled waterlines using 1,081 LF of 10" and 12" PVC and 7,205 LF of 24" to 36" mortar-lined steel, along with a 48" auger bore extending 209 LF underneath a road.

WATER RECYCLING PIPELINE PHASE 1A

Sacramento Regional County Sanitation District / \$3,195,762

Estimator. Installation via directional drill of 3,220 LF of 18" and 3,220 LF of 10" reclaimed water fusible PVC crossing a wetland area, and open cut installation of 1,100 LF of 18" and 1,100 LF of 10" reclaimed water fusible PVC.

WALERGA ROAD TANK FILL PIPELINE AND PFE ROAD INTERTIE PIPELINE

California American Water / \$1,660,851

Estimator. Installation of 1,560 LF of 12" and 2,650 LF of 24" DIP water main, pavement restoration, interconnections with existing facilities, GPS data, and the installation of fire hydrants and valves.

ALEXANDRIA PLACE SANITARY SEWER REHABILITATION PROJECT

City of Stockton, CA / \$1,580,190

Estimator. Trenching and backfilling for 1,440 LF of a temporary bypass system for a pipe liner installation, as well as the installation of 48" manholes on the existing 54" line after the CIPP liner was completed.

HEXAVALENT CHROMIUM TREATMENT SYSTEMS

California American Water / \$461,919

Estimator. Removal of an existing water storage tank, installation of a chromium water treatment system, integration of the new system into the existing storage tank and wells, as well as electrical and control panel interconnection.



SAM MARSTON

Lead Estimator

Garney Experience: 15 years

Industry Experience: 15 years

Location

Lexington, Texas

Education

Kansas State University, BS in
Construction Management

Certifications & Training

ACI Certification

Confined Space Entry & Rescue

Hazard Communication/MSDS

OSHA 30-Hour

OSHA Competent Person -
Confined Space Safety, Silica, and
Trenching & Excavation

Member of American Society of
Civil Engineers

UESI Younger Member
Engagement Committee of
American Society of Civil
Engineers

UESI Utility Coordination
Committee of American Society
of Civil Engineers

Professional Summary

In 15 years of industry experience, Sam has constructed water/wastewater pipeline and treatment facility projects in the Western United States, including several high-profile collaborative delivery projects. As Lead Estimator, Sam highlights his industry knowledge through preparing detailed estimates and cost modeling, including GMP development. His responsibilities include developing detailed and accurate cost estimates for materials, labor, equipment, and other project-related expenses.

PROJECT EXPERIENCE

BOIS D'ARC LAKE - RAW WATER PIPELINE AND LEONARD WTP TO MCKINNEY NO. 4 TREATED WATER PIPELINE (CMAR)

North Texas Municipal Water District / \$297,074,437

Project Manager. Included installation of 212,000 LF of 90" C200 steel raw water pipe, 132,000 LF 84" C200 steel treated water pipe, dewatering, mass excavation, deep excavations, electrical work, manholes, hand tunnels, machined mined tunnels, river crossings, rock excavation, and paving.

LAKE TEXOMA OUTFALL TO WYLIE WTP PIPELINE (CMAR)

North Texas Municipal Water District / \$281,365,320

Project Engineer. CMAR project for the installation of 253,500 LF of 96" and 84" steel waterline, 240 MG balancing reservoir with HDPE membrane liner installed, 200 MG blending facility, ground storage tanks, metering, blending, and chemical feed systems.

LAKE RALPH HALL PIPELINE, BALANCING RESERVOIR, & LAKE RALPH HALL DELIVERY POINT (CMAR)

Upper Trinity Regional Water District / \$268,206,510

Preconstruction Manager. Installation of 32 miles of 66" pressurized and 72" gravity raw water steel pipelines that includes a machined mined tunnel, deep excavation, and dewatering throughout the alignment. The lines will connect to a new lined earthen reservoir and then connect to the Irving Lake Chapman Pipeline.

TRINITY RIVER MAIN STEM PUMP STATION & PIPELINE (CMAR)

North Texas Municipal Water District / \$103,509,665

Project Manager. CMAR project that included a 100 MGD intake, pump station with horizontal split case pumps, 87,000 LF of 72" raw water pipeline, upgrades to existing pumping facilities with vertical turbine pumps, micro-tunnel to the Trinity River with T-screen intake, access road, bank stabilization, weir box structure, electrical, SCADA, and communications infrastructure.

36-INCH WEST SHERMAN WATER MAIN (CMAR)**City of Sherman, TX / \$68,000,000**

Preconstruction Manager. Installation of 81,973 LF of 36" finished water steel transmission line by open-cut, trenchless installations consisting of twenty-two hand tunnels totaling 3,500 LF of 54" and 1,500 LF of 54" directional drilling, butterfly valves, manholes, casing, air release/vacuum relief valves, a cathodic protection system, and site and pavement restorations. The work includes a 50 VF-deep excavation, a railroad crossing, interaction with the DOT, and rock excavation using trenching.

NORTH CENTRAL TRANSMISSION MAINS**Pasco County Utilities / \$12,959,937**

Field Engineer. Installation of 39,500 LF of 24" to 36" ductile iron reclaimed waterline, 43,795 LF of 12" to 48" DIP, PVC, and HDPE wastewater force mains, three 36" DIP directional drills totaling 4,028 LF crossing through wetlands, two 20" HDPE directional drills totaling 2,210 LF crossing through wetlands, and a 14" HDPE directional drill totaling 2,150 LF crossing through FDOT right of way under roadways and existing utilities.

WELLFIELD PIPELINE FROM LEE COUNTY TO SHILOH PUMP STATION (CMAR)**Lee Williamson County Water Supply Corporation / \$10,868,697**

Preconstruction Manager. Installation of 57,300 LF of 20" to 24" PVC raw water pipelines on requiring a 760 LF 42" hand tunnel, two 800 hp pump stations rated at 3,472 gpm each for a total capacity of 10 MGD, a 1 MG steel raw water tank, and connections to treatment facilities.

GROUNDWATER REDUCTION PLAN PROGRAM, SEGMENT C2**San Jacinto River Authority / \$9,004,133**

Project Engineer. Installation of 16,331 LF of 12" to 24" PVC pressure waterline, 15,358 LF of 30" to 42" C303 bar-wrapped concrete waterline, 2,708 LF of trenchless pipe by jack and bore, 830 LF of 12" fusible PVC by directional drill, 34,395 LF of 3" SDR11 HDPE fiber optic conduit and pull boxes, associated combination air valves, blow-off valves, hydrants, butterfly valves, and gate valves.

HUDSON TO SHADY HILLS WASTEWATER DIVERSION**Pasco County Utilities / \$6,506,701**

Field Engineer. Installation of 1,070 LF of 36" ductile iron force main and 35,500 LF of 24" ductile iron force main, along with 37,057 LF of 1.25" HDPE conduit piping via open cut method of construction. Included 76 LF of 60" steel casing and 411 LF of 42" steel casing via jack and bore, and installation of a wastewater booster pumping station.

GROUNDWATER REDUCTION PLAN PROGRAM SEGMENT C1A**San Jacinto River Authority / \$3,617,293**

Project Engineer. Installation of 10,252 LF of 42" B303 bar-wrapped concrete cylinder pipe installed, 170 LF of trenchless pipe installation, 85 LF of open cut casing, and 17,427 LF 3" fiber optic conduit and pull boxes.

CHAPMAN PIPELINE REPAIRS HUNT COUNTY ROAD 4301 & SOUTH SULPHUR RIVER**North Texas Municipal Water District / \$3,574,350**

Project Engineer. Emergency stabilization of an existing 84" raw water pipeline exposed in the Sulphur River due to flooding. Requires installation of 5,400 CY of 36" rock rip rap and stabilization of the river banks up and downstream.

PANORAMA WATERLINE**City of Conroe, TX / \$1,311,729**

Project Engineer. Installation of 5,000 LF of 10" ductile iron waterline through an active golf course with 320 LF of trenchless installations via auger bore, two booster pumps, pump house piping, flow meter vault, manhole, SCADA, and electrical.

STATE HIGHWAY 360 PIPELINE CONSTRUCTION**Tarrant Regional Water District / \$1,058,806**

Project Engineer. Removal of 740 LF each of 90" and 72" parallel C301 waterlines and replacement with two 740 LF sections totaling 1,480 LF of 90" mortar-lined spiral weld steel waterline tied into existing pipe encased in concrete.



NEAL TIMMONS, CSP, SMS Safety Manager

Garney Experience: 14 years

Industry Experience: 49 years

Location

Tracy, California

Education

Computer Technical College,
AS in Electronics and Computer
Technology

Certifications & Training

Certified Safety Management
Specialist SMS-1416

Certified Safety Professional CSP-
13537

Confined Space Entry & Rescue
Instructor

NCCER Master Instructor

OSHA 30-Hour Authorized
Instructor

OSHA 502 Construction Outreach
Trainer

OSHA 510 Standards for
Construction

Construction Specialty
Committee Member of American
Society of Safety Engineers

Professional Summary

Neal has a diversified background of several years in managing safety programs in a variety of industries including construction, demolition, mining, nuclear, environmental restoration, water/ wastewater, hydroelectric, and private consulting. As Safety Manager, Neal oversees safety on various projects and assists in understanding OSHA regulations and standards, including OSHA compliance. This consists of inspecting and evaluating job site environments, equipment, and practices to comply with safety standards and government regulations. Neal is responsible for the safety of a project and recommends measures to help protect workers on job sites from potentially hazardous work methods, processes, or materials. He also develops and implements hazard control practices and programs, including job-specific Site Safety Plans and Emergency Action Plans. Other duties include conducting safety training and educational programs and demonstrating proper use of safety equipment.

PROJECT EXPERIENCE

MONTEREY PENINSULA WATER SUPPLY PROJECT

California American Water / \$75,865,751

Safety Manager. Installation of 85,000 LF of 36" DIP water pipe, 13,000 LF of 42" PVC pressure water pipe, an 800 LF 36" auger bore, and 50 water service connections.

CENTRAL MESA REUSE PIPELINE PROJECT (CMAR)

City of Mesa, AZ / \$75,000,000

Regional Safety Manager. Installation of 10.5-miles of 36" C303 reclaimed water pipeline within downtown streets and requires crossings using auger bores, machined mined tunnels, and hand tunnels, as well as interaction with AZDOT, traffic control, public outreach, deep excavation, paving, and manholes.

SUPERSTITION VISTAS WASTEWATER PROJECT (CMAR)

Apache Junction Sewer District (Formerly Superstition Mountains Community Facilities District No. 1) / \$68,183,633

Regional Safety Manager. This sanitary sewer infrastructure phase includes the construction of a new regional lift station with grinder and submersible pumps, prefabricated chemical building with Ferrous Chloride chemical storage tanks and feed equipment, prefabricated electrical building, electrical equipment, generators, biofilter, PLCs, fiber optic conduit and cabling, a force main consisting of 23,500 LF of parallel 24" HDPE lines, a gravity sewer line consisting of 4,400 LF of 36" HOBAS fiberglass installed 20 vertical feet deep including one 80 LF auger bore, 800 SY of paving, and nine 60" manholes; and a temporary force main consisting of 4,200 LF of 6" HDPE.

SOUTHERN WATER SUPPLY PROJECT II

Northern Colorado Water Conservancy District / \$38,145,246

Safety Manager. Installation of 109,635 LF of 36" and 32" welded steel (mortar-lined and polyurethane-coated) waterline, thirteen auger bores, an open-cut crossing of the St. Vrain River requiring bypass pumping, four cast-in-place vaults, one isolation valve vault, and 87 ARV and blow-off manholes ranging from 72" to 96". Required DOT interaction during road crossings, traffic control, electrical work, paving, rock excavation, dewatering, and public relation interactions with landowners and farmers.

ZONE 3D AND 4A IMPROVEMENTS PROGRAM WATER TRANSMISSION MAIN

City of Phoenix, AZ / \$33,277,523

Regional Safety Manager. Installation of 17,000 LF of 66" mortar-lined and polyurethane-coated steel waterline, manholes, butterfly valves, a 430 LF tunnel under SR-51 using a TBM and 84" steel casing, 22 VF deep excavations, dewatering, deep well rectifiers, paving, extensive landscaping, and wildlife considerations for an endangered tortoise.

SUPERSTITION VISTAS NON-POTABLE WATER (CMAR)

Apache Junction Water District / \$42,589,768

Regional Safety Manager. 9,000 LF of 24" DIP reclaimed water main including three auger bores. Sewer package including a sewage pump station, force main, and gravity sewer main. Water package including a 3.2 MG storage tank, pump station, 30" transmission main, 24" distribution water, 12" waterline, and expansion of the existing AJWD Water Plant increasing its capacity to 4 MGD.

CONDUIT NO. 16 EAST SEGMENT - PHASE I

Denver Water / \$15,764,608

Regional Safety Manager. Removal and replacement of existing Conduit 16 East Segment with 66" mortar-lined steel waterline for 6,610 LF that included a creek crossing, two canal crossings, and work within neighborhood streets. Also included 140 LF of 84" steel casing for the new 66" steel line, 255 LF of 84" steel casing for the creek and canal crossings, and associated paving.

HOMESTAKE SUCTION PIPELINE REPLACEMENT (CM/GC)

Colorado Springs Utilities / City of Aurora, CO / \$13,771,150

Safety Manager. The work was phased over five years

during annual two-month shutdown windows and included sliplining 1,229 LF of the 66" pre-stressed concrete pipeline with a 61.5" steel pipe, open-cut replacement of 6,501 LF of 66" carbon steel waterline, and tying the pipeline back in.

HOMESTAKE SUCTION PIPELINE REPLACEMENT 2021-2025

Colorado Springs Utilities / \$9,994,301

Regional Safety Manager. Removal and replacement of seven different sections of existing raw water 66" PCCP with new mortar-lined steel pipe totaling 8,120 LF over five years. The yearly construction period is limited to September through October outside of high demand and winter conditions. Also includes installing three manholes, a 50 LF railroad crossing, and removal of an existing temporary bridge.

COOLEY WEST 36-INCH RAW WATER RETURN PIPELINE AND 30 MGD RAW WATER PUMP STATION

City of Thornton, CO / \$9,584,233

Safety Manager. Installation of 11,675 LF of 42" DIP waterline, 13,681 LF of 36" DIP raw water pipeline, 762 LF of 15" PVC sanitary sewer relocations, 3,267 LF of 8" PVC irrigation, and 767 LF of 36" RCP storm sewer, as well as a raw water pump station which included a masonry structure housing three vertical turbine pumps with 30 MGD capacity, an irrigation pumping system with two dissipation structures, and a diversion structure.

PIKEVIEW TO MESA RAW WATER PIPELINE (PROGRESSIVE DESIGN-BUILD)

Colorado Springs Utilities / \$8,752,394

Safety Manager. Installation of 12,500 LF of 24" steel and 2,000 LF of 12" PVC waterlines, a PRV vault, 1,500 LF of 36" and 18" RCP stormwater pipeline, and two railroad trenchless crossings. The majority of this project's ROW fell on busy streets and included extensive traffic control.

P-1231 WASTEWATER TREATMENT PLANT AT MARINE CORPS AIR GROUND COMBAT CENTER (DESIGN-BUILD)

Naval Facilities Engineering Command, Southwest / \$138,893,644

Regional Safety Manager. Construction of a new 2.0 MGD conventional media filtration wastewater treatment plant and supporting WWTP facilities.



RON MCPHERSON Quality Manager

Garney Experience: 11 years

Industry Experience: 46 years

Location

Fort Collins, Colorado

Certifications & Training

Colorado Contractor's Association - Cost Awareness Certification

OSHA 10-Hour

OSHA Competent Person - Asbestos Awareness, Confined Space, Environmental Compliance, Fall Protection, Trenching & Excavation Safety, and Utility Damage Prevention

Professional Summary

Ron has been involved in the pipeline construction industry since the late Eighties. Beginning his career as a laborer in the field, he has progressed his way through the ranks to Senior Superintendent and Quality Manager. Ron exemplifies his vast knowledge of the industry through developing a quality control plan and closely managing the implementation of the plan to ensure best results. His responsibilities include field quality control inspections and quality control meetings. He has consistently performed at the top tier of quality, leading by example and sharing his extensive knowledge with the team. Ron will ensure the requirements of the project are performed as stated in the contract and properly documented, ensure testing is performed per all applicable testing specifications, maintain current and complete QC records, and perform periodic audits to ensure all aspects of the QC program are met.

PROJECT EXPERIENCE

PAR 1232 SECOND CREEK INTERCEPTOR AND SAND CREEK INTERCEPTOR SYSTEM IMPROVEMENTS (CMAR)

Metro Water Recovery / \$139,590,651

Superintendent. Design and construction of 17 miles of 30" to 60" fiberglass gravity interceptor sewer along with manholes, connection structures, metering facilities, and an odor control facility. Also included trenchless pipe installations including bores, hand tunnels, and micro tunnels, as well as an 850 LF river crossing with 48" HDPE siphon piping.

CLRWTA TRANSMISSION PRECON SERVICES-PLANNING (CMAR)

Fort Collins-Loveland Water District / \$76,000,000

Senior Superintendent. CMAR preconstruction design services for a new water transmission pipeline to supply small towns in Northern Colorado. The construction scope includes 8 miles of 24" transmission main which will run in similar alignment to part of the existing Thornton Water Project's pipeline.

SOUTHERN WATER SUPPLY PROJECT II

Northern Colorado Water Conservancy District / \$38,145,246

Superintendent. Installation of 109,635 LF of 36" and 32" welded steel (mortar-lined and polyurethane-coated) waterline, thirteen auger bores, an open-cut crossing of the St. Vrain River requiring bypass pumping, four cast-in-place vaults, one isolation valve vault, and 87 ARV and blow-off manholes ranging from 72" to 96". Required DOT interaction during road crossings, traffic control, electrical work, paving, rock excavation, dewatering, and public relation interactions with landowners and farmers.

BELLVUE TRANSMISSION PIPELINE NORTHERN SEGMENT - PHASE 1

City of Greeley, CO / \$22,157,540

Superintendent. Installation of 28,677 LF of 60" treated steel water pipeline, as well as installation of a flow meter, appropriate air vacs and blow-offs, and extensive dewatering due to very heavy ground water.

SOUTHERN DELIVERY SYSTEM RAW WATER PIPELINE SEGMENT SOUTH 4A CENTRAL (DESIGN-BUILD)

Colorado Springs Utilities / \$21,347,400

Superintendent. Installation of 5,207 LF of tunnel for a 66" raw water carrier pipe under a major state highway, two railroad tracks, a creek, and nearby environmentally-sensitive areas, and 2,106 LF of open cut 66" welded steel (mortar-lined) pipe.

CONDUIT NO. 16 EAST SEGMENT - PHASE I

Denver Water / \$15,764,608

General Superintendent. Removal and replacement of existing Conduit 16 East Segment with 66" mortar-lined steel waterline for 6,610 LF that included a creek crossing, two canal crossings, and work within neighborhood streets. Also included 140 LF of 84" steel casing for the new 66" steel line, 255 LF of 84" steel casing for the creek and canal crossings, and associated paving.

HOMESTAKE SUCTION PIPELINE REPLACEMENT (CM/GC)

Colorado Springs Utilities / City of Aurora, CO / \$13,771,150

Superintendent. The work was phased over five years during annual two-month shutdown windows and included sliplining 1,229 LF of the 66" pre-stressed concrete pipeline with a 61.5" steel pipe, open-cut replacement of 6,501 LF of 66" carbon steel waterline, and tying the pipeline back in.

WISE LOCAL INFRASTRUCTURE

Town of Castle Rock, CO / \$13,249,731

General Superintendent. Installation of 24,500 LF of 36" PVC waterline, seven 48" bores totaling 930 LF, three 36" HDDs totaling 3,396 LF, 60" and 72" manholes, and a large pre-assembled butterfly vault. Required rock excavation via trenching, dewatering, paving, and was located along a busy road in a residential neighborhood.

NEWT II WATER TRANSMISSION PROJECT

North Weld County Water District / \$7,851,349

Superintendent. Installation of 18,500 LF of 42" DIP waterline, connection with existing facilities at the Soldier Canyon Treatment Plant, 30' x 30' meter vault, 54" DIP tie-in, rock excavation using blasting, crossing of four minor irrigation ditches, and crossing of North Overland Trail and North Taft Hill Road with 60" steel casing hand-mined jack and bores.

HOMESTAKE 72" IN LINE VALVE ON DISCHARGE LINE CONSTRUCTION

Colorado Springs Utilities / \$6,200,522

Senior Superintendent. Removal and replacement of 10 LF of 66" steel (mortar-lined) raw water pipe with 70 LF of 72" steel (mortar-lined) raw water pipe, installation of the valve, construction of a 28' x 28' valve vault with electrical for a blower and lights, and 1,300 CY of rock removal via hoe ramming.

TACOMA FLOWLINE REPLACEMENT

Xcel Energy / Confidential

Superintendent. Removal of existing 30" HDPE bypass line and installation of 5,600 LF of new 64" ductile iron pipe, valves, fittings, appurtenances, precast concrete pipe, corrugated metal pipe, and precast concrete structures.

KETTLE CREEK FLOW CONTROL VALVE PROJECT (DESIGN-BUILD)

Colorado Springs Utilities / \$4,921,129

General Superintendent. Installation of two parallel flow control trains, critical isolation valves, flow control vault, non-critical isolation valves for routine operational and maintenance activities, as well as 30" and 48" mortar-lined steel waterlines.

EATON PIPELINE PROJECT

North Weld County Water District / \$2,135,618

Superintendent. Installation of 5,503 LF of 30" DIP and 5,570 LF of 8" PVC waterlines, a 16" auger bore for 77 LF, multiple open-cut road crossings that required paving, air valve vaults, and blowoffs within rural county roads and crossing private land.

PROPOSAL

PROPOSER'S DECLARATION **SPECIFICATION NO. 21-613A**

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. 21 - 613A 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 accepted Proposal forming a part hereof.

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 Proposal Requirements and Conditions, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time.

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

3. The undersigned fully understands the scope of the Work and has 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 Proposer.

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 Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from submitting a Proposal; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Proposer.

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 Request for Proposals and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Proposal upon which award of contract will be made.

[SIGNATURES ON THE FOLLOWING PAGE]

The undersigned Proposer 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 San Joaquin, California.

Dated January 24, 20 25 Proposer: Garney Pacific, Inc.

By: 

Title: Ronald Daniel Eckdahl, Director

Proposer's post-office address:

17510 W. Bethany Road

Tracy, CA 95391

Telephone No.: (925) 800-1848

Facsimile No.: N/A

Corporation organized under the laws of the State of California

Contractor's License(s): CSLB: 999415

Expiration Dates: 12/31/2026

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.

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): License Number: 999415
Type: Contractors State License Board (CSLB) | Expiration Date: 12/31/2026

Expiration Date: 12/31/2026

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: Garney Pacific, Inc.

Business Address: 17510 W. Bethany Road, Tracy, CA 95391

Corporation organized under the laws of the State of California



Michael D. Strong

Michael D. Strong
Signature of Secretary of Corporation

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

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)SS
COUNTY OF San Joaquin)

R. Donald Eckdahl, being first duly sworn, declares that he/she is
[NAME]
Director of Garney Pacific, Inc.
(SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.) [IDENTITY OF BIDDER]

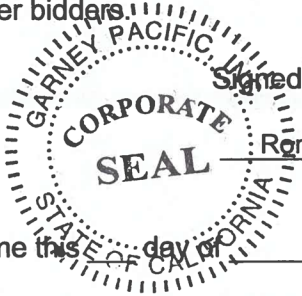
the party submitting a bid for a contract covering Specification No. 21-613A

CMAR Services for the Palmdale Ditch Conversion Project
(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: 1-10-25



Signed: R. Donald Eckdahl
Ronald Daniel Eckdahl, Director
[TITLE]

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

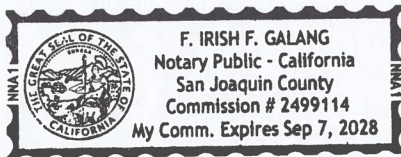
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Joaquin }
On 1-10-25 before me, F. Irish F. Galang, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Ronald Daniel Eckdahl
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.



Place Notary Seal and/or Stamp Above

Signature F. Irish F. Galang
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: _____ 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: _____



Garney
CONSTRUCTION





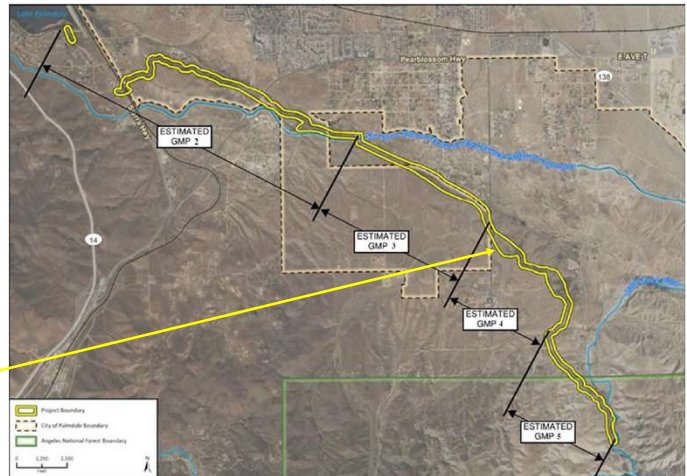
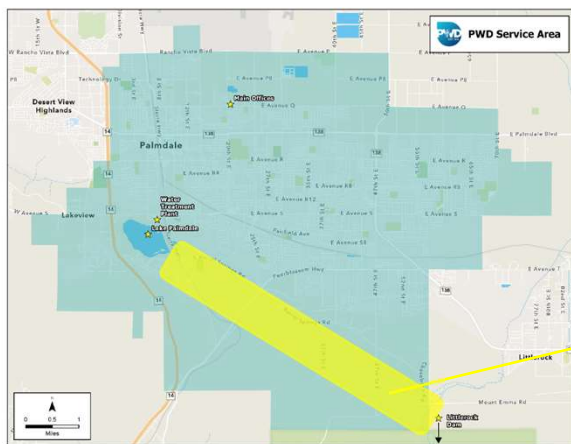
CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES FOR THE CONSTRUCTION OF THE PALMDALE DITCH CONVERSION PROJECT

Board of Directors Meeting
March 10, 2025



1

Location Map



2

Project Background & Need

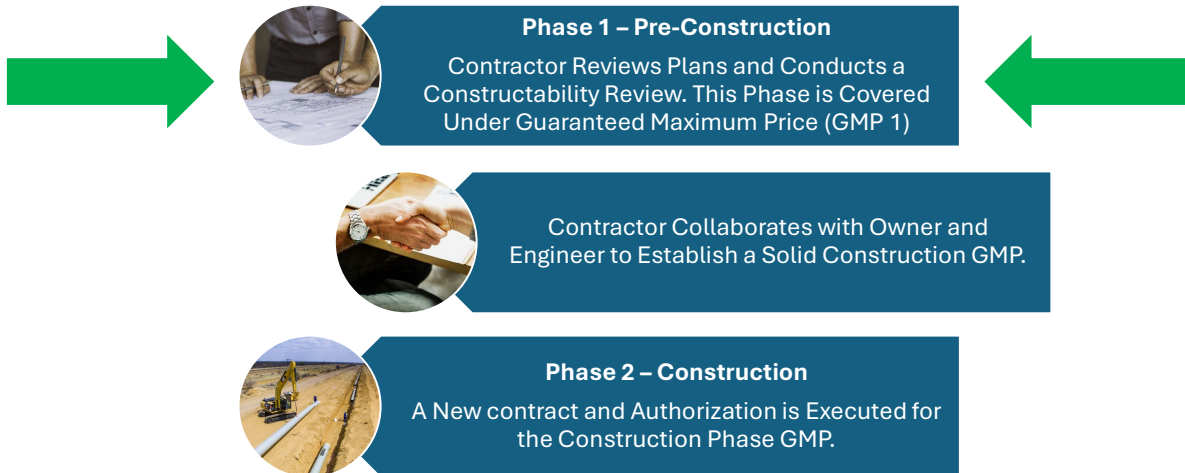


- Existing Palmdale Ditch is a 7.2-mile earthen or concrete-lined ditch originally constructed in 1880's
- Once completed, the project will provide the following benefits:
 - Increase flow capacity from 25 cubic feet per second (cfs) to 60 cfs.
 - Reduce seepage and evapotranspiration losses.
 - Mitigate downstream flooding which occurs when Littlerock Dam is spilling.
- November 25, 2024, The BOD authorized use of CMAR.



3

The Two Phases of CMAR



4

RFP Results

- Staff advertised RFP on OpenGov on December 11, 2024
- RFP was advertised in the *LA Times* and the *AV Press* on December 11 and 13, 2024
- Three (3) Proposals were electronically opened and received on February 13, 2025

Company	Office Location	Total GMP 1
Garney Pacific, Inc.	Temecula, CA	\$181,486
Nicholas Construction, Inc.	Shafter, CA	\$195,000
Balfour Beatty Infrastructure, Inc.	Long Beach, CA	\$725,000

Staff is recommending Garney Construction, Inc.'s proposal based on:

- ✓ Letter of Introduction
- ✓ Profile of Firm
- ✓ Project Team Structure and Key Personnel
- ✓ Relevant Project Experience
- ✓ Project Understanding and Key Considerations
- ✓ Pre-Construction Services Proposal
- ✓ Company References



5

Garney Construction's Negotiated Proposal

Scope of Services:

• Key Personal and Planning	\$20,624
• Cost Models	\$70,959
• Pre-Construction	\$54,555
• Permitting	\$5,356
• Procurement	\$24,992
• Permit Fees	\$5,000

Total Negotiated Price **\$181,486**

- ✓ This item is under Strategic Initiative No. 1 – Water Resource Reliability and No. 3 – Systems Efficiency which directly relates to the District's Mission Statement.



6

Schedule

Pre-Construction Phase:

- March 10, 2025: Board of Directors Meeting
- March 31, 2025: Deadline to sign Agreement with Garney Construction, Inc.
- April 1, 2025: Notice To Proceed (NTP) to CMAR

Construction Phase:

- July 2025: Present Construction Phase GMP to Board of Directors for approval
- July 2025: Construction NTP
- December 31, 2026: USBR Grant Funds Deadline
- March 31, 2026: DWR Grant Fund Deadline



7

Recommendation

- Staff recommends that the Board of Directors enters into agreement with Garney Construction, Inc. to perform Construction Manager At-Risk (CMAR) Services for the Pre-Construction Phase (GMP 1) of the Palmdale Ditch Conversion Project in the amount of \$181,486.



8



BOARD MEMORANDUM

DATE: March 10, 2025
TO: BOARD OF DIRECTORS
FROM: Dennis D. LaMoreaux, General Manager
RE: *CONSIDERATION AND POSSIBLE ACTION ON SPONSORSHIP OF ANTELOPE VALLEY BOOSTERS CASINO NIGHT. (\$1,000.00 – NON-BUDGETED – PRESIDENT MAC LAREN-GOMEZ)*

Recommendation:

Staff has no recommendation on this item.

Alternative Options:

The Board can choose not to approve sponsorship of this event.

Impact of Taking No Action:

There is no impact to the District from taking no action.

Background:

The Antelope Valley Boosters help raise money for providing valuable lifesaving equipment, memorial funds, and financial support to the Lancaster and Palmdale Sheriff stations.

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative No. 5 – Regional Leadership.

This item does not relate to the District's Mission Statement.

Budget:

This item is not budgeted.

Supporting Documents:

- 2025 Antelope Valley Boosters Casino Night Flyer and Sponsorship Amounts

ANTELOPE VALLEY BOOSTERS

CASINO NIGHT

SPONSORSHIP PACKAGES



MAY 17, 2025 | 6PM - 11PM

CUSTOM SPONSORSHIP FOR ALL NEEDS

Name: _____
Company: _____
Address: _____
City, State, Zip: _____
Email: _____
Package: _____
Amount: _____
Credit Card #: _____
CVV: _____
Zip: _____
Signature: _____

**Make Check Out To:
Antelope Valley Boosters
Tax ID#651190049**

**Mail or Email to:
Antelope Valley Boosters
2851 West Avenue L, PMB #361
Lancaster, CA 93536
avboosters@aol.com**

**ANTELOPE VALLEY FAIRGROUNDS
2551 WEST AVENUE H * LANCASTER**

Antelope Valley Boosters
Casino Night 2025
Sponsorship Opportunities

- * **\$25,000 Plus - Customizable**
- * **\$10,000 Plus - Customizable**
- * **\$5,000 Plus - Customizable**
- * **\$5,000 Bar Sponsor (1 avail / 2 locations)**
- * **\$5,000 Stage Sponsor (1 available)**
- * **\$2,500 Chair Covers**
- * **\$2,500 Chip Bucket Sponsor (1 available)**
- * **\$1,000 Wheel Barrow Sponsor (12 available)**
- * **\$1,000 4' x 8' Floor Ad**
- * **\$500 Friends of AV Boosters Donation**
- * **\$500 2' x 4' Floor Ad**