PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

September 6, 2023

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

MONDAY, SEPTEMBER 11, 2023

6:00 p.m.

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

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

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

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

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

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

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

5) Presentations:

5.1) Bi-Monthly Legislative Updates by Elected Officials. (Public Affairs Director Shay/Mr. Jack Danielson, Representative for Senator Wilk, Ms. Pamela Balch, Representative for Assemblymember Lackey, Mr. Kimble Goodman, Representative for Assemblymember Carrillo)

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 August 14, 2023.

6.2) Ratification of Payment of Bills for August 28, 2023.

6.3) Payment of Bills for September 11, 2023.

6.4) Approval to Reject Claim Received from George Gallagher. (No Budget Impact – Assistant General Manager Ly)

6.5) Approval to Add Orthodontics Coverage to the PPO Dental Plan Option for 2024. (No Budget Impact - Human Resources Director Garcia/Personnel Committee)

6.6) Approval to Change the District's 2024 Medical Benefit Contribution Amount. ($461,072.94 – Not-to-Exceed – Human Resources Director Garcia/Personnel Committee)

6.7) Consideration and Possible Action on California Quitclaim Deed for APN No. 3021-022-026, NOVA Storage Palmdale, L.P. (No Budget Impact – Engineering Manager Rogers)

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 Resolution No. 23-10 being a Resolution of the Board of Directors of the Palmdale Water District Declaring that Certain Real Property Owned by the Agency (APNs: 3022-002-916 and 3022-004-908) is Exempt Surplus Land Necessary for the Agency's Use Pursuant to Government Code Sections 54221(f)(1)(K) and 54221(c)(2)(B)(i) and Finding that Such Declaration is Exempt from Environmental Review Under the California Environmental Quality Act. (No Budget Impact – Assistant General Manager Ly)

7.2) Consideration and Possible Action on Approval of Third Amendment to County Sanitation District Contract No. 5001 with Palmdale Water District and Authorizing General Manager LaMoreaux to Finalize and Execute Said Amendment. (No Budget Impact – Engineering Manager Rogers)

7.3) Consideration and Possible Action on Authorizing Staff to Negotiate and Enter Into a Professional Services Agreement for the Design, Permitting, and Construction of the Palmdale Ditch Conversion with Hazen and Sawyer, P.C. ($2,800,000.00 – Not-to-Exceed – Budgeted – Work Order No. 21-613 – Engineering Manager Rogers)

7.4) Adjourn to Palmdale Water District Annual Meeting of the Public Facilities Corporation. (General Manager LaMoreaux)

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 2023 Budget:

a) AWWA 2023 Annual Fall Conference to be held on October 23-26, 2023 in Las Vegas, NV.

7.6) Consideration and Possible Action on Resolution No. 23-11 being a Resolution of the Board of Directors of the Palmdale Water District Authorizing the District's Application, Acceptance and Execution of an Agreement for Funding from State of California Strategic Growth Council's Community Resilience Centers Grant Program. (Up to $10,000,000 Potential Revenue – Engineering Manager Rogers)

8) Information Items:

8.1) Reports of Directors:

a) Standing Committees; Organization Appointments; Agency Liaisons:

1) Palmdale Recycled Water Authority (PRWA) Meeting – August 21. (President Wilson/Director Dino/Director Mac Laren-Gomez, Alt.)

2) Antelope Valley East Kern Water Agency (AVEK) – August 22. (Director Dino, Board Liaison/Director Mac Laren-Gomez, Alt.)

3) Personnel Committee Meeting – August 22. (Director Mac Laren-Gomez, Chair/Director Kellerman)

4) Finance Committee Meeting – August 23. (President Wilson, Chair/Director Mac Laren-Gomez)

b) General Meetings Reports of Directors.

8.2) Report of General Manager.

a) Department Activity Updates:

1) Customer Care Department. (Customer Care Supervisor Rosati)

2) Facilities Department. (Facilities Manager Wall)

8.3) Report of General Counsel.

9) Public Report of Any Action Taken in Closed Session.

10) Board Members' Requests for Future Agenda Items.

11) Adjournment.

Dennis D. LaMoreaux

DENNIS D. LaMOREAUX,
General Manager

DDL/dh/tg

PALMDALE WATER DISTRICT

BOARD MEMORANDUM

DATE:	August 29, 2023	**September 11, 2023**
TO:	BOARD OF DIRECTORS	**Board Meeting**
FROM:	Mr. Adam Ly, Assistant General Manager	
VIA:	Mr. Dennis D. LaMoreaux, General Manager	
RE:	***AGENDA ITEM NO. 6.4 – APPROVAL TO REJECT CLAIM RECEIVED FROM GEORGE GALLAGHER. (NO BUDGET IMPACT – ASSISTANT GENERAL MANAGER LY)***	

Recommendation:

Staff recommends that the Board reject the claim received from George Gallagher.

Alternative Options:

There are no alternative options.

Impact of Taking No Action:

The District will potentially incur the liability of the claim.

Background:

Mr. George Gallagher filed a claim with Palmdale Water District (PWD) on August 22, 2023. He initially went to the City of Palmdale to file the claim and was referred to PWD since this was related to a District project site. The incident happened on July 2, 2022, at 10:00 p.m. as written on the claim form. Injury or personal property damage claims are required to be filed within 6 months of the date of incident. In this case, the claim shall be filed by January 2, 2023. Since the claim was filed on August 22, 2023, it is beyond the 6 months, and the statute of limitations has passed.

Strategic Plan Initiative/Mission Statement:

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

Budget:

There is no budget impact.

Supporting Documents:

- Claim Form

Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

RECEIVED
AUG 22 2023
BY:

NAME OF DISTRICT:

1 Claimant name, address (**mailing** address if different), phone number, social security number, e-mail address, and date of birth.

*Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking **medical damages**, we **MUST** have both your Social Security Number and your date of birth.*

Name: George GAllagher

Address(es): 3101 East Ave Q Palmdale, CA 93550

Phone Number: (661) 575-6757

Social Security No.: 557-37-4516

Date of Birth: 06/29/1970

E-mail: georgegallagher661@gmail.com

2 List name, address, and phone number of any witnesses.

Name: Richard Hernandez

Address:

Phone Number: 661 839-8462

3 List the **date, time, place,** and **other circumstances** of the occurrence or transaction, which gave rise to the claim asserted.

Date: July 2, 2023 Time: 10:00pm Place: 10th st East And Rancho Vista

Tell What Happened (give complete information):

I Turned Left on Sierra Hwy onto Rancho Vista Right about 10st East it Looked like a Chunk of ~~car~~ pavement. I hit what ever it was and my tire blew and Almost split wheel in half and I made it to side of Road.

NOTE: Attach any photographs you may have regarding this claim.

4 Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.

The Rims I Had Bought they no Longer Sale so I cant Just buy one. I had To Rent a car To get to work. Then I had To Buy 4 stock Rims.

5 Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.

6 The amount claimed if it totals less than ten thousand dollars ($10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars ($10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

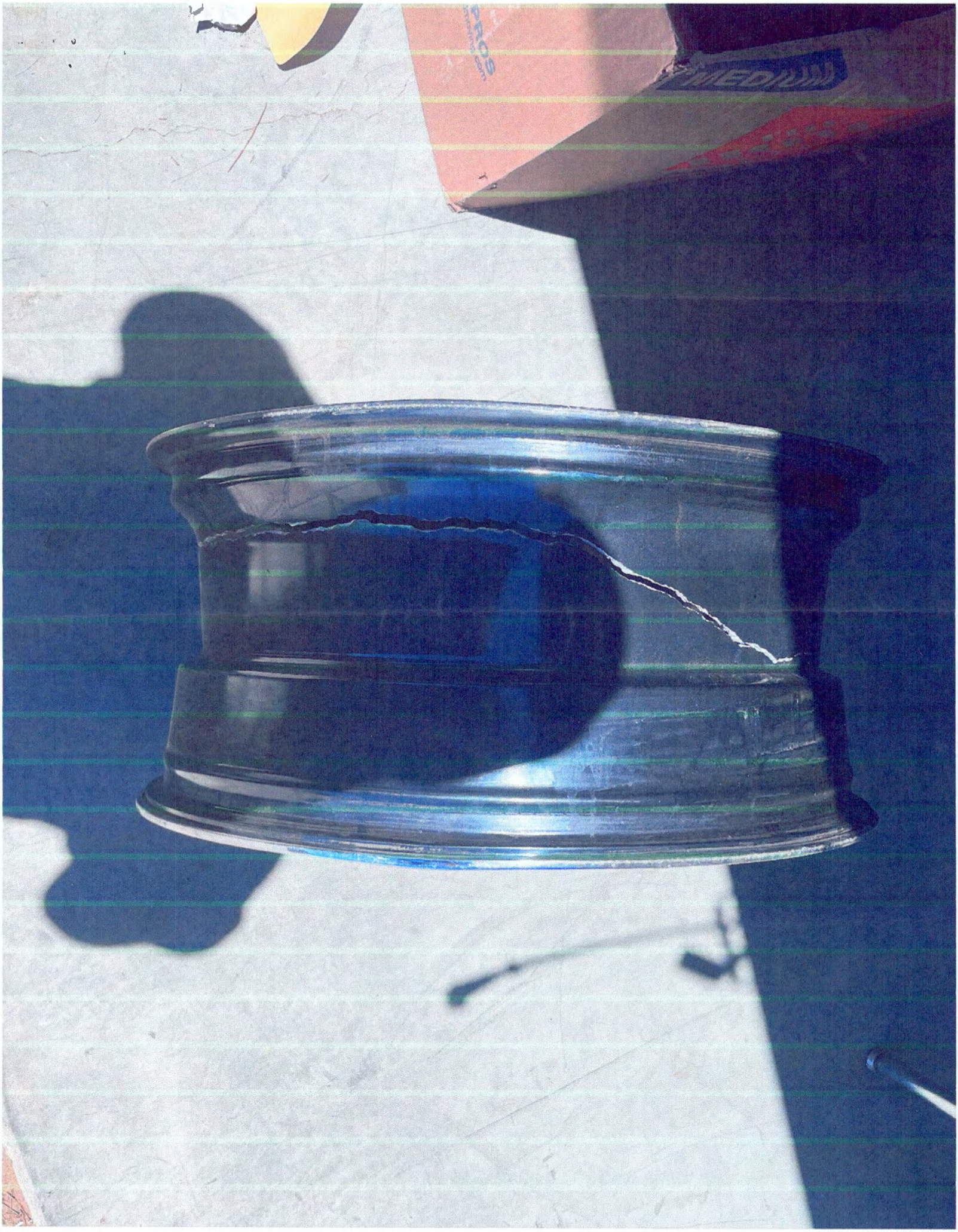
3,000 I

Date: June 29, 2023 Time: 10:00 Signature: George Gallagher

ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!

Revised – July 2019


MEDIUM
1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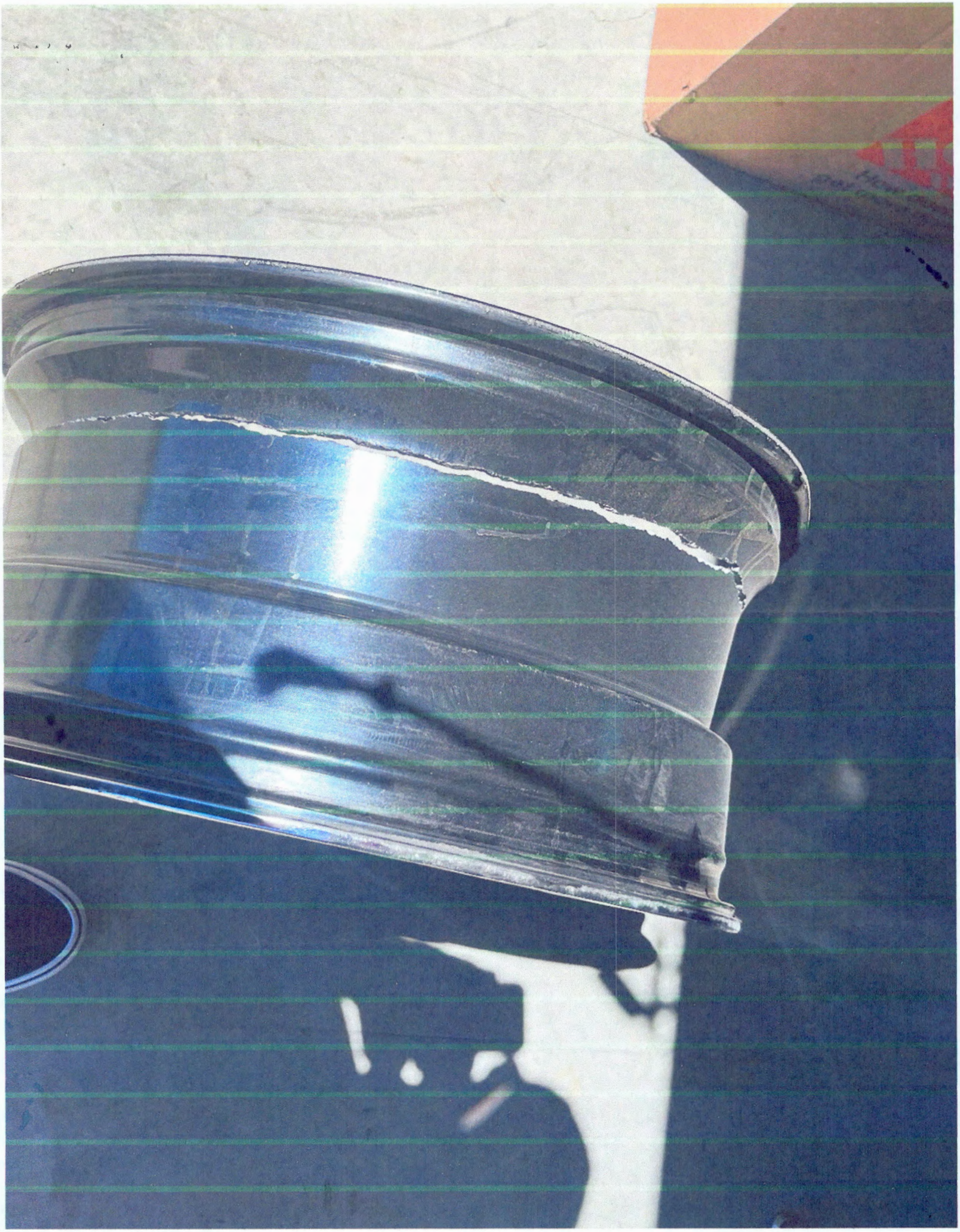


P A L M D A L E W A T E R D I S T R I C T

B O A R D M E M O R A N D U M

DATE: August 29, 2023 **September 11, 2023**

TO: BOARD OF DIRECTORS **Board Meeting**

FROM: Mrs. Angelica Garcia, Human Resources Director

VIA: Mr. Dennis D. LaMoreaux, General Manager

RE: ***AGENDA ITEM NO. 6.5 – APPROVAL TO ADD ORTHODONTICS COVERAGE TO THE PPO DENTAL PLAN OPTION FOR 2024. (NO BUDGET IMPACT – HUMAN RESOURCES DIRECTOR GARCIA/PERSONNEL COMMITTEE)***

Recommendation:

Staff and the Personnel Committee recommend that the full Board approves changing the current PPO dental coverage to a PPO dental option with Orthodontics coverage.

Alternative Options:

The Board can choose not to approve this recommendation.

Impact of Taking No Action:

The current PPO dental plan option will remain as is without orthodontics coverage.

Background:

The District offers two dental plan options for employees. One HMO dental plan and one PPO dental plan. The current PPO dental plan, division 1012, does not include orthodontics coverage. The change from division 1012 to division 3002 would provide $2,000.00 max benefit/person for orthodontics coverage. All other coverage under the PPO plan should remain the same. If the District changes division for the PPO plan, the following would apply as part of the change:

Existing JPIA Dental PPO Groups changing JPIA PPO plans:

- All waiting periods (Prosthodontics & Ortho) will be waived for employees/dependents currently enrolled in dental who have reached 12 months of service; this includes adding ortho when they did not currently have it on the JPIA PPO.
- New employees eligible for benefits after the implementation date and currently enrolled employees who have not completed 12 months of service will be required to satisfy the waiting periods. Currently enrolled employees' service will be carried over from the prior JPIA Delta plan and credited toward the waiting period.
- For Voluntary plans, dependents who come onto the plan after the implementation date will be required to satisfy the waiting period.

Coverage participants would include children and adults. The change in premium related to this switch is included in the supporting documents.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.

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

Budget:

This item has no budget impact.

Supporting Documents:

- Current Dental Employee Elections and PPO Dental Plans Comparisons
- 2024 PPO Dental Premiums Comparison

Current Dental Employee Elections and
PPO Dental Plans Comparisons

Dental Plan	Count	Current 1012 Cost	3002 Cost	Difference
DeltaCare USA	**13**			
Employee	5	$ 29.19	$ 29.19	$ -
Employee + Dependent	2	$ 45.36	$ 45.36	$ -
Employee + Family	6	$ 64.72	$ 64.72	$ -
DeltaNV1012/9612	**77**			$ -
Employee	11	$ 33.72	**$ 35.36**	$ 1.64
Employee + Dependent	28	$ 65.20	**$ 69.99**	$ 4.79
Employee + Family	38	$ 106.12	**$ 128.10**	$ 21.98
Grand Total	**90**			

	PPO/Premier (or Out of Network)		
Annual Max Benefit	$1,500		
Annual Deductible Individual/Family	$25/$50		
Diagnostic cleanings, x-rays	100% (100)		
Basic fillings	80% (80)		
Endodontics roots	80% (80)		
Periodontics gums	80% (80)		
Oral Surgery	80% (80)		
Crowns	50% (50)		
Prosthodontics[3] implants, dentures	50% (50)		
Orthodontics[3]	N/A	50%	
Lifetime Benefit	N/A	$2000 max benefit/ person	
Covered Participants	N/A	Child only	Child & Adult
Division	**1012**	**1002**	**3002**
Monthly Premiums			
Employee Only	$ 33.72	$ 33.72	$ 35.36
Employee + 1	$ 65.20	$ 69.09	$ 69.99
Employee + Family	$ 106.12	$ 122.90	$ 128.10

2024 PPO DENTAL PREMIUMS COMPARISON

Employee Insurance Costs 2024

Monthly

PPO Dental w/ Ortho

	EE	EE+1	EE+Fam
Anthem Classic	$807.67	$1,615.33	$2,140.31
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
	$869.88	$1,712.17	$2,295.26
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$314.63

	EE	EE+1	EE+Fam
Anthem Advantage	$710.75	$1,421.49	$1,883.48
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
	$772.96	$1,518.33	$2,038.43
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$57.80

	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$994.49	$1,988.98	$2,635.40
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
	$1,056.70	$2,085.82	$2,790.35
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$105.19	$809.72

	EE	EE+1	EE+Fam
Anthem CDHP	$646.13	$1,292.26	$1,712.25
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$916.67	$1,722.43	$2,200.53
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$219.90

	EE	EE+1	EE+Fam
Kaiser	$770.97	$1,541.94	$2,143.30
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
	$833.18	$1,638.78	$2,298.25
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$317.62

	EE	EE+1	EE+Fam
Kaiser CDHP	$557.84	$1,115.68	$1,550.80
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
Health Sav	$266.67	$466.67	$466.67
	$886.72	$1,679.19	$2,172.42
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$191.79

Employee Insurance Costs 2024

Monthly

PPO Dental- No Change

	EE	EE+1	EE+Fam
Anthem Classic	$807.67	$1,615.33	$2,140.31
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$868.24	$1,707.38	$2,273.28
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$292.65

	EE	EE+1	EE+Fam
Anthem Advantage	$710.75	$1,421.49	$1,883.48
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$771.32	$1,513.54	$2,016.45
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$35.82

	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$994.49	$1,988.98	$2,635.40
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$1,055.06	$2,081.03	$2,768.37
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$100.40	$787.74

	EE	EE+1	EE+Fam
Anthem CDHP	$646.13	$1,292.26	$1,712.25
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$915.03	$1,717.64	$2,178.55
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$197.92

	EE	EE+1	EE+Fam
Kaiser Traditional HMO	$770.97	$1,541.94	$2,143.30
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$831.54	$1,633.99	$2,276.27
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$295.64

	EE	EE+1	EE+Fam
Kaiser CDHP	$557.84	$1,115.68	$1,550.80
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
Health Sav	$266.67	$466.67	$466.67
	$885.08	$1,674.40	$2,150.44
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$169.81

EMPLOYEE COST DIFFERENCE 2024 w/ ortho

Monthly

	EE	EE+1	EE+Fam
Anthem Classic	$0.00	$0.00	$0.00
Delta Dental	$1.64	$4.79	$21.98
VSP	$0.00	$0.00	$0.00
	$1.64	$4.79	$21.98
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$21.98

	EE	EE+1	EE+Fam
Anthem Advantage	$0.00	$0.00	$0.00
Delta Dental	$1.64	$4.79	$21.98
VSP	$0.00	$0.00	$0.00
	$1.64	$4.79	$21.98
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$21.98

	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$0.00	$0.00	$0.00
Delta Dental	$1.64	$4.79	$21.98
VSP	$0.00	$0.00	$0.00
	$1.64	$4.79	$21.98
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$4.79	$21.98

	EE	EE+1	EE+Fam
Anthem CDHP	$0.00	$0.00	$0.00
Delta Dental	$1.64	$4.79	$21.98
VSP	$0.00	$0.00	$0.00
Health Sav	$208.33	$333.33	$333.33
	$209.97	$338.12	$355.31
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$21.98

	EE	EE+1	EE+Fam
Kaiser Traditional HMO	$0.00	$0.00	$0.00
Delta Dental	$1.64	$4.79	$21.98
VSP	$0.00	$0.00	$0.00
	$1.64	$4.79	$21.98
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$21.98

	EE	EE+1	EE+Fam
Kaiser CDHP	$0.00	$0.00	$0.00
Delta Dental	$1.64	$4.79	$21.98
VSP	$0.00	$0.00	$0.00
Health Sav	$266.67	$466.67	$466.67
	$268.31	$471.46	$488.65
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$21.98

P A L M D A L E W A T E R D I S T R I C T

B O A R D M E M O R A N D U M

DATE: August 30, 2023 **September 11, 2023**

TO: BOARD OF DIRECTORS **Board Meeting**

FROM: Mrs. Angelica Garcia, Human Resources Director

VIA Mr. Dennis D. LaMoreaux, General Manager

RE: ***AGENDA ITEM NO. 6.6 – APPROVAL TO CHANGE THE DISTRICT'S 2024 MEDICAL BENEFIT CONTRIBUTION AMOUNT. ($461,072.94 – NOT-TO-EXCEED – HUMAN RESOURCES DIRECTOR GARCIA/PERSONNEL COMMITTEE)***

Recommendation:

Due to the increase in rates for 2024, staff and the Personnel Committee recommend that the full Board approves an increase to the District's medical benefit contribution amount.

Alternative Options:

The Board can choose not to approve this recommendation.

Impact of Taking No Action:

The employee monthly premiums for benefits will rise and this can lead to the District having a disadvantage for retaining and attracting talent.

Background:

Per the information provided by JPIA, the below increases are expected for 2024 medical rates:

- Anthem PPOs +12%
- Anthem HMOs +5.48%
- Kaiser HMO +9.94%
- Kaiser CDHP +9.03%

The District's approved policy for the amount that Palmdale Water District contributes for their employees is based on the combined lowest tier family plan (Dental, Vision, and Medical) for which all employees qualify for (excluding high-deductible medical plans). For 2023, an exception to this policy was approved. The exception allowed for the District's contributions to be the lowest family tier plan including high deductible plans. The District's contribution for 2023 was approved at $1,980.63. For 2024, the coverage amount based on the approved policy is $1,975.05, a $5.58 decrease from the District's current contribution amount of $1,980.63.

The changes in the 2024 medical rates will have an impact on employees' costs for premiums as there are rate increases for all medical plans. A benefit survey regarding employer contribution was completed. The District collected data from 12 comparative agencies as part of the survey.

In summary, the survey indicated that some agencies share the cost between the employer and the employee while other agencies cover 100% of the cost. Utilizing some of the other agencies' methods for contributions, amounts have been calculated for comparison purposes. These calculations are outlined as part of the supporting documentation in the Benefit Contribution survey.

If agenda item 6.5 is approved, the recommended amount being requested is $2,172.24. This amount is the 2nd lowest tier family plan with the addition in cost for the PPO dental coverage change. If agenda item 6.5 is not approved, the recommended amount being requested is $2,109.04. This amount is the 2nd lowest tier family plan with HMO dental coverage.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.

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

Budget:

The following information assumes no changes in healthcare plans for current employees:

Preliminary projected healthcare total (Including Retirees & HSA Funding):	$2,314,190.65
Increase over 2023 (Projected):	$1,853,117.71
General increase year-to-year:	$ 461,072.94

This is based on filling all open positions to a full employee count of 92, 5 Directors, and 33 retirees. All open positions (total of 4) are funded for the full year with provisions based on family plan (Kaiser's account-based health plan (ABHP) insurance, Delta Dental, and Vision). Delays in filling positions will have cost savings but the assumption is that all positions will be filled for the full 2024 budget year.

Cost savings assuming allowance at $ 2,172.24:	$ 29,544.12 (14 people contributing)
Cost savings assuming allowance at $ 1,980.63:	$ 117,410.76 (47 people contributing)

Portion based on retirees:	$ 445,036.27
HSA Funding:	$ 273,700.00

Supporting Documents:

- Benefit Cost Comparison Sheet 2024 with Ortho
- Benefit Cost Comparison Sheet 2024
- 2023 Benefit Elections and 2024 JPIA Rates
- Benefit Contribution Survey

Monthly Benefit Premiums Comparison Cost Sheet 2024
with Ortho Coverage

Notes: No change in MOP for Anthem CDHP(2500/4000), Kaiser has a $200.00 increase for individual, 3200/5600

PPO Dental w/ Ortho | 2023 Amount | 2024 Contribution Proposed Amount | Monthly Increase | Monthly decrease

Employee Insurance Costs 2023

Monthly

w/ PPO Dental	EE	EE+1	EE+Fam
Anthem Classic	$721.13	$1,442.26	$1,910.99
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$781.70	$1,534.31	$2,043.96
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$63.33
	EE	EE+1	EE+Fam
Anthem Advantage	$634.59	$1,269.18	$1,681.66
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$695.16	$1,361.23	$1,814.63
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$0.00
	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$942.86	$1,885.72	$2,498.58
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$1,003.43	$1,977.77	$2,631.55
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$650.92
	EE	EE+1	EE+Fam
Anthem CDHP	$576.90	$1,153.80	$1,528.79
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$845.80	$1,579.18	$1,995.09
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$14.46
	EE	EE+1	EE+Fam
Kaiser	$701.24	$1,402.48	$1,949.45
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$761.81	$1,494.53	$2,082.42
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$101.79
	EE	EE+1	EE+Fam
Kaiser CDHP	$511.65	$1,023.30	$1,422.39
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
Health Sav	$250.00	$466.67	$466.67
	$822.22	$1,582.02	$2,022.03
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$41.40

w/ HMO Dental	EE	EE+1	EE+Fam
Anthem Classic	$721.13	$1,442.26	$1,910.99
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$777.17	$1,514.47	$2,002.56
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$21.93
	EE	EE+1	EE+Fam
Anthem Advantage	$634.59	$1,269.18	$1,681.66
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$690.63	$1,341.39	$1,773.23
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$0.00
	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$942.86	$1,885.72	$2,498.58
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$998.90	$1,957.93	$2,590.15
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$609.52
	EE	EE+1	EE+Fam
Anthem CDHP	$576.90	$1,153.80	$1,528.79
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$841.27	$1,559.34	$1,953.69
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$0.00
	EE	EE+1	EE+Fam
Kaiser	$701.24	$1,402.48	$1,949.45
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$757.28	$1,474.69	$2,041.02
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$60.39
	EE	EE+1	EE+Fam
Kaiser CDHP	$511.65	$1,023.30	$1,422.39
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
Health Sav	$250.00	$466.67	$466.67
	$817.69	$1,562.18	$1,980.63
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$0.00

2024 % Change

12.00%
12.00%
5.48%
12.00%
9.94%
9.03%

Employee Insurance Costs 2024

Monthly

w/ PPO Dental	EE	EE+1	EE+Fam
Anthem Classic	$807.67	$1,615.33	$2,140.33
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
	$869.88	$1,712.17	$2,295.28
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$122.86
	EE	EE+1	EE+Fam
Anthem Advantage	$710.75	$1,421.48	$1,883.46
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
	$772.96	$1,518.32	$2,038.41
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$0.00
	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$994.49	$1,988.98	$2,635.40
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
	$1,056.70	$2,085.82	$2,790.35
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$617.93
	EE	EE+1	EE+Fam
Anthem CDHP	$646.13	$1,292.26	$1,712.24
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$916.67	$1,722.43	$2,200.52
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$28.10
	EE	EE+1	EE+Fam
Kaiser	$770.97	$1,541.94	$2,143.30
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
	$833.18	$1,638.78	$2,298.25
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$125.83
	EE	EE+1	EE+Fam
Kaiser CDHP	$557.84	$1,115.68	$1,550.80
Delta Dental	$35.36	$69.99	$128.10
VSP	$26.85	$26.85	$26.85
Health Sav	$266.67	$466.67	$466.67
	$886.72	$1,679.19	**$2,172.42**
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$0.00

w/ HMO Dental	EE	EE+1	EE+Fam
Anthem Classic	$807.67	$1,615.33	$2,140.33
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$863.71	$1,687.54	$2,231.90
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$59.48
	EE	EE+1	EE+Fam
Anthem Advantage	$710.75	$1,421.48	$1,883.46
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$766.79	$1,493.69	$1,975.03
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$0.00
	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$994.49	$1,988.98	$2,635.40
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$1,050.53	$2,061.19	$2,726.97
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$554.55
	EE	EE+1	EE+Fam
Anthem CDHP	$646.13	$1,292.26	$1,712.24
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$910.50	$1,697.80	$2,137.14
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$0.00
	EE	EE+1	EE+Fam
Kaiser	$770.97	$1,541.94	$2,143.30
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$827.01	$1,614.15	$2,234.87
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$62.45
	EE	EE+1	EE+Fam
Kaiser CDHP	$557.84	$1,115.68	$1,550.80
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
Health Sav	$266.67	$466.67	$466.67
	$880.55	$1,654.56	$2,109.04
District	$2,172.42	$2,172.42	$2,172.42
Employee	$0.00	$0.00	$0.00

2023 versus 2024 difference in cost

Monthly

w/ PPO Dental	EE	EE+1	EE+Fam
Anthem Classi	$ 86.54	$ 173.07	$ 229.34
Delta Dental	$ 1.64	$ 4.79	$ 21.98
VSP	$ -	$ -	$ -
	$ 88.18	$ 177.86	$ 251.32
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$0.00	$0.00	$59.53
	EE	EE+1	EE+Fam
Anthem Advar	$ 76.16	$ 152.30	$ 201.80
Delta Dental	$ 1.64	$ 4.79	$ 21.98
VSP	$ -	$ -	$ -
	$ 77.80	$ 157.09	$ 223.78
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	$ -
	EE	EE+1	EE+Fam
Anthem Cal Ca	$ 51.63	$ 103.26	$ 136.82
Delta Dental	$ 1.64	$ 4.79	$ 21.98
VSP	$ -	$ -	$ -
	$ 53.27	$ 108.05	$ 158.80
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	-$32.99
	EE	EE+1	EE+Fam
Anthem CDHP	$ 69.23	$ 138.46	$ 183.45
Delta Dental	$ 1.64	$ 4.79	$ 21.98
VSP	$ -	$ -	$ -
Health Sav	$ 208.33	$ 333.33	$ 333.33
	$ 279.20	$ 476.58	$ 538.76
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	$13.64
	EE	EE+1	EE+Fam
Kaiser	$ 69.73	$ 139.46	$ 193.85
Delta Dental	$ 1.64	$ 4.79	$ 21.98
VSP	$ -	$ -	$ -
	$ 71.37	$ 144.25	$ 215.83
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	$24.04
	EE	EE+1	EE+Fam
Kaiser CDHP	$ 46.19	$ 92.38	$ 128.41
Delta Dental	$ 1.64	$ 4.79	$ 21.98
VSP	$0.00	$ -	$ -
Health Sav	$ 266.67	$ 466.67	$ 466.67
	$ 314.50	$ 563.84	$ 617.06
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	-$41.40

w/ HMO Dental	EE	EE+1	EE+Fam
Anthem Cla	$ 86.54	$ 173.07	$ 229.34
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 86.54	$ 173.07	$ 229.34
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	$37.55
	EE	EE+1	EE+Fam
Anthem Adv	$ 76.16	$ 152.30	$ 201.80
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 76.16	$ 152.30	$ 201.80
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	$ -
	EE	EE+1	EE+Fam
Anthem Cal	$ 51.63	$ 103.26	$ 136.82
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 51.63	$ 103.26	$ 136.82
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	-$54.97
	EE	EE+1	EE+Fam
Anthem CDH	$ 69.23	$ 138.46	$ 183.45
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
Health Sav	$ 208.33	$ 333.33	$ 333.33
	$ 277.56	$ 471.79	$ 516.78
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	$ -
	EE	EE+1	EE+Fam
Kaiser	$ 69.73	$ 139.46	$ 193.85
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 69.73	$ 139.46	$ 193.85
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	$2.06
	EE	EE+1	EE+Fam
Kaiser CDHP	$ 46.19	$ 92.38	$ 128.41
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
Health Sav	$ 233.33	$ 466.67	$ 466.67
	$ 279.52	$ 559.05	$ 595.08
District	$ 1,980.63	$ 1,980.63	$ 1,980.63
Employee	$ -	$ -	$ -

-191.79

Monthly Benefit Premiums Comparison Cost Sheet 2024

Notes: No change in MOP for Anthem CDHP(2500/4000), Kaiser has a $200.00 increase for individual, 3200/5600

2023 Amount | **2024 Contribution Proposed Amount**

Monthly Increase | Monthly decrease

Employee Insurance Costs 2023

Monthly

w/ PPO Dental

	EE	EE+1	EE+Fam
Anthem Classic	$721.13	$1,442.26	$1,910.99
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$781.70	$1,534.31	$2,043.96
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$63.33

	EE	EE+1	EE+Fam
Anthem Advantage	$634.59	$1,269.18	$1,681.66
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$695.16	$1,361.23	$1,814.63
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$0.00

	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$942.86	$1,885.72	$2,498.58
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$1,003.43	$1,977.77	$2,631.55
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$650.92

	EE	EE+1	EE+Fam
Anthem CDHP	$576.90	$1,153.80	$1,528.79
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$845.80	$1,579.18	$1,995.09
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$14.46

	EE	EE+1	EE+Fam
Kaiser	$701.24	$1,402.48	$1,949.45
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$761.81	$1,494.53	$2,082.42
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$101.79

	EE	EE+1	EE+Fam
Kaiser CDHP	$511.65	$1,023.30	$1,422.39
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
Health Sav	$250.00	$466.67	$466.67
	$822.22	$1,582.02	$2,022.03
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$41.40

w/ HMO Dental

	EE	EE+1	EE+Fam
Anthem Classic	$721.13	$1,442.26	$1,910.99
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$777.17	$1,514.47	$2,002.56
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$21.93

	EE	EE+1	EE+Fam
Anthem Advantage	$634.59	$1,269.18	$1,681.66
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$690.63	$1,341.39	$1,773.23
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$0.00

	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$942.86	$1,885.72	$2,498.58
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$998.90	$1,957.93	$2,590.15
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$609.52

	EE	EE+1	EE+Fam
Anthem CDHP	$576.90	$1,153.80	$1,528.79
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$841.27	$1,559.34	$1,953.69
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$0.00

	EE	EE+1	EE+Fam
Kaiser Traditional HMO	$701.24	$1,402.48	$1,949.45
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$757.28	$1,474.69	$2,041.02
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$60.39

	EE	EE+1	EE+Fam
Kaiser CDHP	$511.65	$1,023.30	$1,422.39
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
Health Sav	$250.00	$466.67	$466.67
	$817.69	$1,562.18	**$1,980.63**
District	$1,980.63	$1,980.63	$1,980.63
Employee	$0.00	$0.00	$0.00

2024 % Change

12.00%
12.00%
5.48%
12.00%
9.94%
9.03%

Employee Insurance Costs 2024

Monthly

w/ PPO Dental

	EE	EE+1	EE+Fam
Anthem Classic	$807.67	$1,615.33	$2,140.31
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$868.24	$1,707.38	$2,273.28
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$164.24

	EE	EE+1	EE+Fam
Anthem Advantage	$710.75	$1,421.49	$1,883.48
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$771.32	$1,513.54	$2,016.45
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$0.00

	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$994.49	$1,988.98	$2,635.40
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$1,055.06	$2,081.03	$2,768.37
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$659.33

	EE	EE+1	EE+Fam
Anthem CDHP	$646.13	$1,292.26	$1,712.25
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$915.03	$1,717.64	$2,178.55
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$69.51

	EE	EE+1	EE+Fam
Kaiser Traditional HMO	$770.97	$1,541.94	$2,143.30
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
	$831.54	$1,633.99	$2,276.27
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$167.23

	EE	EE+1	EE+Fam
Kaiser CDHP	$557.84	$1,115.68	$1,550.80
Delta Dental	$33.72	$65.20	$106.12
VSP	$26.85	$26.85	$26.85
Health Sav	$266.67	$466.67	$466.67
	$885.08	$1,674.40	$2,150.44
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$41.40

w/ HMO Dental

	EE	EE+1	EE+Fam
Anthem Classic	$807.67	$1,615.33	$2,140.31
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$863.71	$1,687.54	$2,231.88
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$122.84

	EE	EE+1	EE+Fam
Anthem Advantage	$710.75	$1,421.49	$1,883.48
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$766.79	$1,493.70	$1,975.05
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$0.00

	EE	EE+1	EE+Fam
Anthem Cal Care-HMO	$994.49	$1,988.98	$2,635.40
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$1,050.53	$2,061.19	$2,726.97
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$617.93

	EE	EE+1	EE+Fam
Anthem CDHP	$646.13	$1,292.26	$1,712.25
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
Health Sav	$208.33	$333.33	$333.33
	$910.50	$1,697.80	$2,137.15
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$28.11

	EE	EE+1	EE+Fam
Kaiser Traditional HMO	$770.97	$1,541.94	$2,143.30
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
	$827.01	$1,614.15	$2,234.87
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$125.83

	EE	EE+1	EE+Fam
Kaiser CDHP	$557.84	$1,115.68	$1,550.80
Delta Care	$29.19	$45.36	$64.72
VSP	$26.85	$26.85	$26.85
Health Sav	$266.67	$466.67	$466.67
	$880.55	$1,654.56	**$2,109.04**
District	$2,109.04	$2,109.04	$2,109.04
Employee	$0.00	$0.00	$0.00

2023 versus 2024 difference in cost

Monthly

w/ PPO Dental

	EE	EE+1	EE+Fam
Anthem Cl	$ 86.54	$ 173.07	$ 229.32
Delta Dent	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 86.54	$ 173.07	$ 229.32
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$100.91

	EE	EE+1	EE+Fam
Anthem Ad	$ 76.16	$ 152.31	$ 201.82
Delta Dent	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 76.16	$ 152.31	$ 201.82
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$ -

	EE	EE+1	EE+Fam
Anthem Ca	$ 51.63	$ 103.26	$ 136.82
Delta Dent	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 51.63	$ 103.26	$ 136.82
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$8.41

	EE	EE+1	EE+Fam
Anthem CD	$ 69.23	$ 138.46	$ 183.46
Delta Dent	$ -	$ -	$ -
VSP	$ -	$ -	$ -
Health Sav	$ 208.33	$ 333.33	$ 333.33
	$ 277.56	$ 471.79	$ 516.79
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$55.05

	EE	EE+1	EE+Fam
Kaiser Trad	$ 69.73	$ 139.46	$ 193.85
Delta Dent	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 69.73	$ 139.46	$ 193.85
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$65.44

	EE	EE+1	EE+Fam
Kaiser CDH	$ 46.19	$ 92.38	$ 128.41
Delta Dent	$ -	$ -	$ -
VSP	$0.00	$ -	$ -
Health Sav	$ 266.67	$ 466.67	$ 466.67
	$ 312.86	$ 559.05	$ 595.08
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$ -

w/ HMO Dental

	EE	EE+1	EE+Fam
Anthem Cl	$ 86.54	$ 173.07	$ 229.32
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 86.54	$ 173.07	$ 229.32
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$100.91

	EE	EE+1	EE+Fam
Anthem Ad	$ 76.16	$ 152.31	$ 201.82
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 76.16	$ 152.31	$ 201.82
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$ -

	EE	EE+1	EE+Fam
Anthem Ca	$ 51.63	$ 103.26	$ 136.82
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 51.63	$ 103.26	$ 136.82
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$ 8.41

	EE	EE+1	EE+Fam
Anthem CD	$ 69.23	$ 138.46	$ 183.46
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
Health Sav	$ 208.33	$ 333.33	$ 333.33
	$ 277.56	$ 471.79	$ 516.79
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$ 28.11

	EE	EE+1	EE+Fam
Kaiser Trad	$ 69.73	$ 139.46	$ 193.85
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
	$ 69.73	$ 139.46	$ 193.85
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$65.44

	EE	EE+1	EE+Fam
Kaiser CDH	$ 46.19	$ 92.38	$ 128.41
Delta Care	$ -	$ -	$ -
VSP	$ -	$ -	$ -
Health Sav	$ 233.33	$ 466.67	$ 466.67
	$ 279.52	$ 559.05	$ 595.08
District	$ 2,109.04	$ 2,109.04	$ 2,109.04
Employee	$ -	$ -	$ -

2023 Benefit Elections	Employee Count	Employee + 1 Count	Employee + Family Count	Total Count
Anthem Advantage PPO	1		5	6
Anthem CalCare HMO			3	3
Anthem Classic PPO		4	4	8
Anthem Consumer Driven Health Plan	2	3	3	8
Kaiser South Consumer Driven Health Plan	6	12	19	37
Kaiser South HMO with Chiropractic	3	6	5	14
Total Monthly	**12**	**25**	**39**	**76**

This information has not been formally publicated yet, per JPIA rates may be slighly different due to rounding

ACWA JPIA
2024 PPO Renewal
July 26, 2023

CLASSIC PPO REGION	ENROLL TOTAL	2024 STANDARD RATES EE	EE+1	FAM	2024 INCENTIVE RATES EE	EE+1	FAM	2024 CHANGE
Los Angeles	605	$ 807.67	$ 1,615.33	$ 2,140.31	$ 775.36	$ 1,550.72	$ 2,054.70	12.00%
	3,229		2.00	2.65	4%			
ADVANTAGE			12%					
Los Angeles	29	710.75	1,421.49	1,883.48	682.32	1,364.63	1,808.14	12.00%
	366							
CDHP			20%					
Los Angeles	66	646.13	1,292.26	1,712.25	620.29	1,240.57	1,643.76	12.00%

ACWA JPIA
2024 HMO Renewal
July 26, 2023

CALCARE HMO REGION	2024 STANDARD PREMIUMS EE	EE+1	FAM	2024 INCENTIVE PREMIUMS EE	EE+1	FAM	2024 CHANGE
Los Angeles	$ 994.49	$ 1,988.98	$ 2,635.40	$ 954.71	$ 1,909.42	$ 2,529.98	5.48%

ACWA JPIA
2024 Kaiser Renewal
July 26, 2023

REGION	PLAN NAME	2024 STANDARD PREMIUMS EE	EE+1	FAM	2024 INCENTIVE PREMIUMS EE	EE+1	FAM	2024 CHANGE
Los Angeles	HMO	$ 770.97	$ 1,541.94	$ 2,143.30	$ 740.13	$ 1,480.26	$ 2,057.56	9.94%
All South	CDHP	557.84	1,115.68	1,550.80	535.53	1,071.05	1,488.76	9.03%

Agency	HC	Method	Notes | Current Amounts	Union	PWD Calculation based on method
Palmdale Water District	95	Lowest combined cost family tier for dental, vision, and medical. Excluding high deductible plans	Medical $1980.63 Dental and Vision 100%		$1,975.05
Cucamonga Valley Water District	79	Medical, dental, and vision plans district pays 85%, Employees 15%			lowest: $1,678.79 - highest: $2,353.11 (w/ ppo dental)
Las Virgenes Municipal Water District	124	MOU: Effective January 1, 2023, and each January 1, thereafter, the District's contribution towards the employee's selected medical insurance plan shall be adjusted based on the average change among the District's offered plans (Anthem Blue Cross Classic PPO, Anthem Blue Cross Advantage PPO, Anthem Blue Cross California Care HMO, or Kaiser Permanente HMO Plans) from the prior year's monthly premium. The adjustment will not be less than 0% and will not exceed 5.0%. In the event that the average change in monthly premium exceeds 5.0%, the excess shall be paid by the	Medical: 100% up to EE+1; family up to$1,860.48, Dental 100%, Vision $5.09	Y	avg change is 8.07%(max 5%; 5% increase of 1980.63 is **$2,079.66**
Yorba Linda Water District	51	100% of cost for both the employee coverage and dependent coverage for medical, dental and vision premiums		Y	100%
Olivenhain Municipal Water District	95	100% Medical, dental and vision for employees and dependants			100%
Western Municipal Water District	33	Annually, the District will continue to use the existing calculation below: The average of the highest and lowest monthly medical premium for Employee + Family, plus The highest monthly dental premium, for Employee + 1, and The full monthly premium for vision	Western contributes $2,584.86 per month toward the cost of medical, dental and vision benefits	Y	$2093+ $65.20 + $26.85 = **$2,185.05**
Santa Clarita Valley Water	237	90% Medical; 100% dental and vision	$893.33 Employee Only/$1,786.66 Employee + 1/$2,322.66 Family		lowest medical:$1,395.72 - highest medical: $2,371.86 + 100% dental and vision
Desert Water Agency	80	DWA pays 100% for employee coverage of medical, dental,vision and pays 80% for dependant coverage			varies
Eastern Municipal Water District	250+	medical-premiums for the basic plan are fully paid by EMWD. Employees who elect the alternate plan will pay the difference	Effective 01/01/2023, up to $2,326.00 for medical, 100% for basic dental, 100% vision, EMWD contracts with EyeMed premiums are fully paid by EMWD $19.31		varies
Mesa Consolidated Water District	52	Looked at cost of current family medical coverage and provide flex credits to cover the majority of the plans.	Employees receive a $2,200 "Flex Credit" allocation per month to be used towards health benefits including medical, dental and vision	Y	N.A
Rancho California Water District	169	100% dental and vision. Cost sharing for medical	EE pays 25% United Health Care HMO or Blue Cross PPO, 17% Blue Cross Advantage PPO , 15% Kaiser HMO		varies
Walnut Valley Water District	57	The District offers the full payment of the combined least-cost medical, dental, and vision family plans, excluding the high-deductible medical plan.			$1,975.05
Padre Dam Municipal Water District	176	Medical: Employer contributes 90% of HMO for EE+1 and family, for EE only employer contributes 100%. Employee pays difference for PPO. Dental 100%			up to $2371.86 for medical + Dental and vision

P A L M D A L E W A T E R D I S T R I C T

B O A R D M E M O R A N D U M

DATE: August 30, 2023 **September 11, 2023**

TO: BOARD OF DIRECTORS **Board Meeting**

FROM: Mr. Scott L. Rogers, Engineering Manager

VIA: Mr. Dennis D. LaMoreaux, General Manager

Mr. Adam Ly, Assistant General Manager

RE: ***AGENDA ITEM NO. 6.7 – CONSIDERATION AND POSSIBLE ACTION ON CALIFORNIA QUITCLAIM DEED FOR APN NO. 3021-022-026, NOVA STORAGE PALMDALE, L.P. (NO BUDGET IMPACT – ENGINEERING MANAGER ROGERS)***

Recommendation:

Staff recommends that the Board approve the California Quitclaim Deed for APN No. 3021-022-026, Nova Storage Palmdale, L.P., and authorize General Manager LaMoreaux to execute said California Quitclaim Deed.

Alternative Options:

The Board can choose not to approve the California Quitclaim Deed.

Impact of Taking No Action:

The development of the property affected by the District's easement cannot move forward.

Background:

The District maintains easements on properties in the event repairs or replacements to water mains are needed. The owner/developer of the property in question must quitclaim the easement on parcel 3022-022-026. Staff responded to Nova Storage Palmdale, L.P. on August 1, 2023, citing the requirements to quitclaim the property (copy attached). The easement in question is no longer needed by the District, and it is recommended that a California Quitclaim Deed be executed for this request.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 6 – Customer Care, Advocacy & Outreach.
This item directly relates to the District's Mission Statement.

Budget:

This item has no impact on the budget.

Supporting Documents:

- PWD Letter to Nova Storage Palmdale, L.P. dated August 1, 2023
- California Quitclaim Deed

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

EST. 1918

August 1, 2023

Omega Engineering Consultants
ATTN: Mitchell Smith
4320 Viewridge Avenue, Suite C
San Diego, CA 92123

RE: QUITCLAIM OF EASEMENT- APN NO. 3021-022-026 - W.S.M. NO. 52-66

Dear Mr. Smith:

Per written request received for the Quitclaim of Easement for Assessor's Parcel Number 3021-022-026. The Quitclaim of Easement is outlined in the attached Section 12.05 and Appendix D of the Palmdale Water District's Rules and Regulations. To successfully record and execute a Quitclaim Deed the following need to be addressed:

- Provide a copy of the title report for subject property
- Provide legal description to subject property
- Submit payment of $100.00 (Processing Fee per Appendix D)

Upon receipt of the requested above items the District will complete the Quitclaim Deed for approval by the Board. Upon approval by the Board it is the person/entity requesting such action's responsibility to record the executed document within 30 days of receipt thereof.

Please feel free to contact me at (661) 441-5904 if you have any questions.

Very truly yours,

DANIEL A. MALDONADO,
Engineering Technician II,

DAM/dam

Enclosures

RULES AND REGULATIONS

Secured by Deed of Trust, executed by the buyer in favor of the District, and shall bear interest at current market rates.

12.05: DISTRICT EASEMENTS

Upon written application to the District and upon approval by the Board, the Board shall execute the necessary Quitclaim Deed or Affidavit required to confine or eliminate easements owned by the District. The person requesting such action shall pay a processing fee as set forth in Appendix D and must record the executed document within 30 days of receipt thereof.

12.06: RELOCATION ASSISTANCE LAW

The District has adopted Rules and Regulations implementing payments and administering relocation assistance as mandated by state law and incorporates those Rules and Regulations herein. The District Rules and Regulations Implementing the Relocation Assistance Law are attached hereto as Appendix J.

12.07: ACCEPTANCE OF GRANT DEEDS AND EASEMENTS

The Manager is authorized and directed by the Board to accept and consent to the recording of grant deeds and grants of easements to the District.

12.08: SALE OF DISTRICT PERSONAL PROPERTY (Revised 11-7-05)

A. Surplus Property: Upon the determination by the Board that personal property belonging to the District is no longer necessary for District purposes, such property shall be designated surplus property. Surplus personal property with insufficient value to warrant sale of such property to the public may be disposed of at the General Manager's discretion. The District may dispose of surplus personal property which has a residual value sufficient to warrant sale of such property to the public by sealed bid as set forth in 12.04.B. or by public auction utilizing a commercially available auction service.

APPENDIX D

MISCELLANEOUS CHARGES

APPENDIX D

MISCELLANEOUS CHARGES

1. Shutoff Fee per Article 8.03 C(1) and C(9):
   - During regular working hours-on shut off list but service not yet physically off (8 a.m. to 6 p.m.) . . . . . $ 0.00
   - During regular working hours-service physically shut off (8 a.m. to 6 p.m.) . . . . . $ 30.00
   - After regular working hours, Fridays-Sundays, and Holidays (emergencies only) . . . . . $ 80.00

2. Returned Check Charge per Article 8.03C(2) . . . . . $ 25.00

3. Meter Test Charge per Article 8.03C(3)-(per test/invoiced) . . . $ 65.00

4. Pulled Meter Charge per Article 8.03C(4). . . . . $ 60.00

5. Unauthorized Water Use Fine per Article 8.03C(5) and 9.03 . . . $ 1,000.00

6. Walk-thru and Cleaning Water Service per Article 8.03C(8) – maximum of five working days:
   -5 units or less . . . . . minimum monthly charge plus $ 55.00 Service Charge

   -6 units or more . . . . . charged at current District rates plus $ 55.00 Service Charge

7. Disconnection Charge for Waste or Misuse of Water per Article 8.05B(2) and Appendix O . . . . . $ 1,000.00

8. Late Charge per Article 8.04E and Article 8.04G(2) – **10% of the balance due for the first 30 days and 1-1/2% for each 30 days thereafter**

9. Meter and Project Water System Deposit Fee per Article 11.04 – (per project unit) . . . . . $ 400.00

10. Fee for Confinement or Quitclaim of Easements per Article 12.05 . . $ 100.00

11. Non-emergency Service Calls After Regular Working Hours (8 a.m. to 6 p.m.) on Weekdays, Fridays-Sundays, and Holidays per Article 8.03C(9). $ 80.00

12. Turn-on/off Fee per Article 8.03C(9) . . . . . $ 15.00

13. 48-Hour Disconnect Notice Fee per Article 8.03C(10) . . . . $ 20.00

This page is part of your document - DO NOT DISCARD

20230094513

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/14/23 AT 11:37AM

Pages:
0010

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

202302140220047

00023192134

013916657

SEQ:
01

SECURE - Daily

THIS FORM IS NOT TO BE DUPLICATED

E548170

E13-202302135

FOR REFERENCE ONLY: 20230094513

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Palmdale Water District
2029 E. Avenue Q
Palmdale, CA 93550
Attention:

APN: 3021-022-026 & 3021-022-027 (Space above this line is for Recorder's Use)

The undersigned grantor declares: Documentary Transfer Tax is $0.00.
Public Agency exempt. Rev. & Tax Code 11922

EASEMENT GRANT DEED

FOR VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged, NOVA STORAGE PALMDALE, LP, a California Limited Partnership ("Grantor"), hereby grant to the PALMDALE WATER DISTRICT ("Grantee"), its successors and assigns, an easement as further describer in the attached Exhibit A, Exhibit B and Exhibit C.

Dated: November 17, 2022

Grantor:

NOVA STORAGE PALMDALE, LP
A California Limited Partnership

Property Owner's Signature (Notarized)
Andrew Rankin
President (Nova Property Management Corp.)
Manager (Nova Property Management LLC)
General Partner (Nova Storage Palmdale, LP)

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 Los Angeles }

On November 17, 2022 before me, Felicia M. Thomas Orozco, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Andrew Rankin
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.

FELICIA M. THOMAS OROZCO
Notary Public - California
Los Angeles County
Commission # 2328208
My Comm. Expires May 14, 2024

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
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: _____

EXHIBIT 'A'

Grantor hereby grants to grantee its successors And assigns a permanent and exclusive easement and right-of-way to lay, construct, reconstruct, maintain, operate, enlarge, improve alter, inspect, repair, replace, renew or remove at any time, and from time to time, underground water lines and all necessary laterals thereto consisting of one or more pipelines, markers, valves, meters and other fixtures, devices; appurtenances or equipment necessary or- convenient for water production, transmission or distribution in, under, across and along that certain real property in the County of Los Angeles, State of California, more particularly described as follows:

"See attached Exhibits "B" and "C" for legal descriptions and sketches."

Grantor agrees for themselves, herself or himself, and their, her or his, heirs and assigns, not to erect, place or maintain, not to permit the erection, placement or maintenance of any building, planter boxes, earth fills or other structures except walls and fences on the above-described real property. The Grantee, and its contractors, agents, and employees shall have the right to trim or cut tree roots as may endanger or interfere with said water systems and shall have free access to said systems and every part thereof, at all times, for purposes of exercising the rights herein granted; provided, however, that in making any excavation on the above-described real property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same conditions as .it was prior to such excavation as is practicable.

The easement granted herein is an easement in gross.

This Grant Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

Any subsequent removal, relocation, replacement or realignment of facilities located within the easement granted herein shall be accomplished at the expense of the person or entity requiring the same and at no expense to Grantee.

EXHIBIT 'B'
LEGAL DESCRIPTION
EASEMENT TO PALMALE WATER DISTRICT FOR UTILITY PURPOSES

Portion of Lot 122 of Tract No, 21883, in the City of Palmdale, County of Los Angeles, State of California, as per Map recorded in Book 608, Page 7 to 9 inclusive of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

Parcel B

Beginning at a point 127.12 feet easterly of the southwest corner of said Lot 122, also being a point on the Northerly Right-of-Way line of E. Palmdale Ave.

Thence along said Right-of-Way South 89°39'57" East, 10.00 feet;

Thence departing said Northerly Right-of-Way North 00°19'57" East, 10.00 feet;

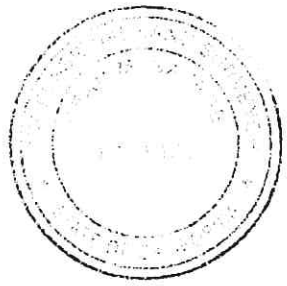
Thence North 89°39'57" West, 10.00 feet;

Thence South 00°19'57" West, 10.00 feet to the **Point of Beginning.**

Containing an area of 100.00 square feet more or less (0.0023 ac)

Subject to all covenants, rights, rights of way and easements of record

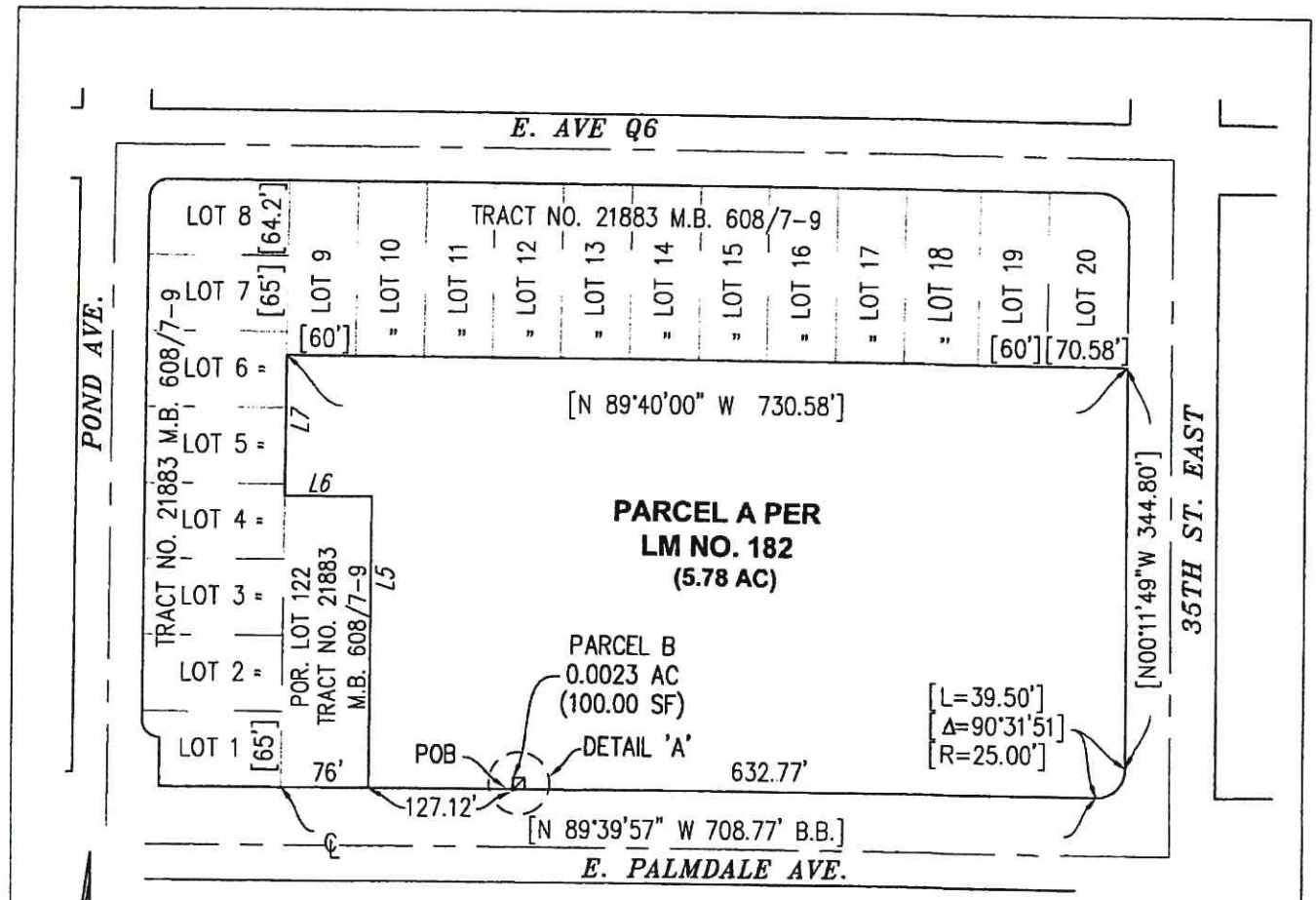
All as shown on exhibit "C" attached hereto and by this reference made a part hereof



11/14/2022

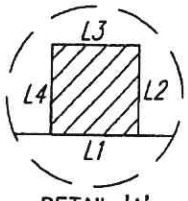
Sean M. Savage, PLS 9109 Date

EXHIBIT "C"



LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	[N 89°39'57" W]	10.00'
L2	N 00°19'57" E	10.00'
L3	N 89°39'57" W	10.00'
L4	S 00°19'57" W	10.00'
L5	N 00°20'00" E	250.00'
L6	N 89°39'57" W	76.00'
L7	[N 00°20'00" E]	120.00'



DETAIL 'A'

1" = 150'

0 75 150

DATE: 11/14/2022

EXHIBIT "C"

EASEMENT TO PALMDALE WATER DISTRICT FOR UTILITY PURPOSES NORTH OF SOUTHERLY LINE OF LOT 122, OF TRACT NO. 21883, BOOK 608, PAGES 7-9 IN THE CITY OF PALMDALE COUNTY OF LOS ANGELES

AREA: 100 SQ. FT.

North: 150959.0036' East: 242514.6047'

Segment #1 : Line

Course: S89° 39' 57"E Length: 10.00'
North: 150958.9452' East: 242524.6045'

Segment #2 : Line

Course: N0° 19' 57"E Length: 10.00'
North: 150968.9451' East: 242524.6626'

Segment #3 : Line

Course: N89° 39' 57"W Length: 10.00'
North: 150969.0034' East: 242514.6627'

Segment #4 : Line

Course: S0° 19' 57"W Length: 10.00'
North: 150959.0036' East: 242514.6047'

Perimeter: 40.00' Area: 100.00 Sq. Ft.
Error Closure: 0.0000 Course: N0° 00' 00"E
Error North: 0.00000 East: 0.00000

Precision 1: 40000000.00

CERTIFIED COPY OF RESOLUTION

AUTHORIZING ACCEPTANCE AND CONSENT TO

RECORDATION OF DEEDS

Resolved that the General Manager of Palmdale Water District be, and he hereby is, authorized and directed to accept and consent to the recording of deeds to Palmdale Water District.

The undersigned certifies that the foregoing is a true and correct copy of a Resolution of the Board of Directors of Palmdale Water District duly adopted at its meeting on April 11, 1988, which Resolution has not been rescinded and is in full force and effect.

Dated: April 20, 1993

SECRETARY, BOARD OF DIRECTORS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5193

State of California

County of Los Angeles

On 4-20-93 (DATE) before me, Dawn T. Richardson (NAME, ~~TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"~~),

personally appeared Nolan Negaard (NAME(S) OF SIGNER(S)),

☒ personally known to me - **OR** - ☐ ~~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.

OFFICIAL SEAL
Dawn T. Richardson
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct. 16, 1994

WITNESS my hand and official seal.

Dawn T. Richardson
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
_____ TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☒ OTHER: Director - public agency

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Palmdale Water District as Director

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Certified Copy of Resolution

NUMBER OF PAGES 1 DATE OF DOCUMENT 4-20-93

SIGNER(S) OTHER THAN NAMED ABOVE ---

ACCEPTANCE AND CONSENT

TO RECORDATION

OF DEED

This is to certify that the interest in the real property conveyed by the deed dated November 17, 2022, from Nova Storage Palmdale, LP a California Limited Partnership to Palmdale Water District, a public agency, is hereby accepted by the undersigned on behalf of the Board of Directors of Palmdale Water District pursuant to authority conferred by Resolution of the Board of Directors adopted on April 11, 1988, and the grantee consents to the recordation thereof by its duly authorized representative.

Dated: December 6, 2022

Dennis LaMoreaux
GENERAL MANAGER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5193

State of _____
County of _____

On _____ (DATE) before me, _____ (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared _____ (NAME(S) OF SIGNER(S))

☐ personally known to me - **OR** - ☐ 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.

WITNESS my hand and official seal.

_____
SIGNATURE OF NOTARY

SEE ATTACHED ACKNOWLEDGMENT

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) _____ (TITLE(S))
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____
_____

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

_____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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 LOS ANGELES }

On DECEMBER 6, 2022 before me, DANIELLE HENRY, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared DENNIS LAMOREAUX
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.

DANIELLE HENRY
Notary Public - California
Los Angeles County
Commission # 2413889
My Comm. Expires Sep 20, 2026

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
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: ACCEPTANCE AND CONSENT TO RECORDATION OF DEED

Document Date: 12.6.22 Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: DENNIS LAMOREAUX	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: GENERAL MANAGER	☐ Other:
Signer is Representing: PALMDALE WATER DISTRICT	Signer is Representing:

Recording requested by (name):

_____

And when recorded, mail this deed and tax statements to (name and address):

_____

_____

_____

_____

CALIFORNIA QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX $_____
EXEMPTION (R&T CODE) _____
EXPLANATION _____
_____
_____
Signature of Declarant or Agent determining tax

APN: 3021-022-026

For a valuable consideration, receipt of which is hereby acknowledged,
Palmdale Water District, who acquired title as Palmdale Irrigation District, a District organized and existing
(Disclaiming Party(ies))
under the California Irrigation Act

hereby quitclaim(s) to Nova Storage Palmdale, L.P.
(Property Owner(s))

the following real property in the City of Palmdale, County of Los Angeles, California: (insert legal description)

Respective owners of the property hereinafter described, all right, title and interest of Palmdale Water District arising under provisions contained in those certain deeds recorded September 27, 1939 in Book 16905, Page 223 of Official Records as shown on Exhibit C attached hereto and made part hereof

Date: _____ _____
(Signature of declarant)

_____
(Typed or written name of declarant)

Date: _____ _____
(Signature of declarant)

_____
(Typed or written name of declarant)

This form must be signed in front of a notary.

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT 'A'
LEGAL DESCRIPTION
LOT MERGER NO. 182

LEGAL DESCRIPTION BEFORE MERGER

PARCEL 1:
THE EAST 150 FEET OF THE WEST 376 FEET OF LOT 122 OF TRACT NO. 21883, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 608, PAGES 7 THROUGH 9 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:
THE EAST 150 FEET OF THE WEST 526 FEET OF LOT 122 OF TRACT NO. 21883, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 608, PAGES 7 THROUGH 9 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:
LOT 122 OF TRACT NO. 21883, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 608, PAGES 7 THROUGH 9 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE WEST 526 FEET OF SAID LAND.

PARCEL 4:
THE WESTERLY 226 FEET OF LOT 122, OF TRACT NO. 21883, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 608, PAGES 7 TO 9 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LEGAL DESCRIPTION AFTER MERGER

PARCEL A
LOT 122 OF TRACT NO. 21883, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 608, PAGE 7 TO 9 INCLUSICE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY;

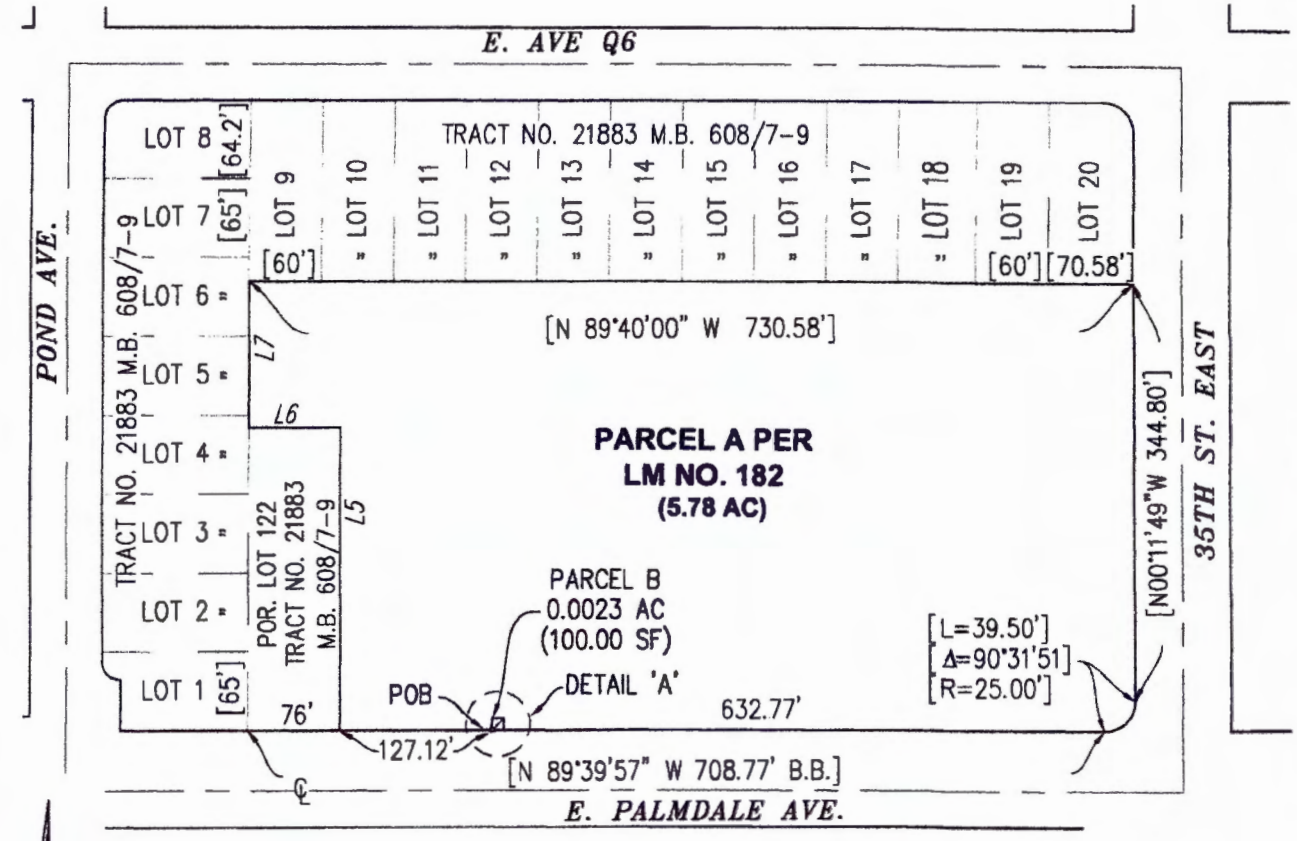
EXCEPTING THEREFROM THE WESTERLY 76 FEET OF THE SOUTHERLY 250 FEET.

AREA: 5.78 AC
SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

Sean M. Savage, PLS 9109 — 10/7/2022 Date

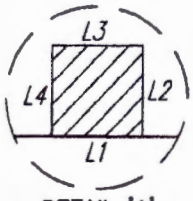
PROFESSIONAL LAND SURVEYOR
SEAN M. SAVAGE
L.S. 9109
STATE OF CALIFORNIA

EXHIBIT "C"



LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	[N 89°39'57" W]	10.00'
L2	N 00°19'57" E	10.00'
L3	N 89°39'57" W	10.00'
L4	S 00°19'57" W	10.00'
L5	N 00°20'00" E	250.00'
L6	N 89°39'57" W	76.00'
L7	[N 00°20'00" E]	120.00'



DETAIL 'A'

1" = 150'

0 75 150

DATE: 11/14/2022

EXHIBIT "C"

EASEMENT TO PALMDALE WATER DISTRICT FOR UTILITY PURPOSES NORTH OF SOUTHERLY LINE OF LOT 122, OF TRACT NO. 21883, BOOK 608, PAGES 7-9 IN THE CITY OF PALMDALE COUNTY OF LOS ANGELES

AREA: 100 SQ. FT.

PALMDALE WATER DISTRICT

BOARD MEMORANDUM

DATE:	August 30, 2023	**September 11, 2023**
TO:	BOARD OF DIRECTORS	**Board Meeting**
FROM:	Mr. Adam Ly, Assistant General Manager	
VIA:	Mr. Dennis D. LaMoreaux, General Manager	
RE:	***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 23-10 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE AGENCY (APNS: 3022-002-916 AND 3022-004-908) IS EXEMPT SURPLUS LAND NECESSARY FOR THE AGENCY'S USE PURSUANT TO GOVERNMENT CODE SECTIONS 54221(f)(1)(K) AND 54221(c)(2)(B)(i) AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. (NO BUDGET IMPACT – ASSISTANT GENERAL MANAGER LY)***	

Recommendation:

Staff recommends the Board approve Resolution No. 23-10 being a Resolution of the Board of Directors of the Palmdale Water District Declaring that Certain Real Property Owned by the Agency (APNs: 3022-002-916 and 3022-004-908) is Exempt Surplus Land Necessary for the Agency's Use Pursuant to Government Code Sections 54221(f)(1)(K) and 54221(c)(2)(B)(i) and Finding That Such Declaration is Exempt from Environmental Review Under the California Environmental Quality Act.

Alternative Options:

The Board can choose not to approve Resolution No. 23-10.

Impact of Taking No Action:

The District will not have extra revenue for the low-income program.

Background:

The District owns a 12-acre parcel on 8th Street East & Avenue P and a 15-acre parcel on 15th Street East & Avenue P-8. Terra Verde, LLC approached the District to assess interest in leasing the land for a community solar project. The lease will be for 15 years with an optional 5-year renewal.

Under the Surplus Land Act as amended by Assembly Bill 1486, a lease of over 5 years is covered by the Act. However, the Board can exercise its authority to exempt the land if it meets one of the conditions. Staff communicated with the Housing Policy Development Division of California Housing and Community Development in May and June 2023 and confirmed that the lease is exempt under Government Code section 54221(f)(1)(K) if the fee is for generation of revenue.

The resolution was drafted by legal counsel, and once approved, will be forwarded to California Housing and Community Development. Staff will then negotiate a contract with the developer and present to the Board for consideration.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 4 – Financial Health & Stability and No. 6 – Customer Care, Advocacy & Outreach.

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

Budget:

There is no budget impact.

Supporting Documents:

- Resolution No. 23-10 being a Resolution of the Board of Directors of the Palmdale Water District Declaring that Certain Real Property Owned by the Agency (APNs: 3022-002-916 and 3022-004-908) is Exempt Surplus Land Necessary for the Agency's Use Pursuant to Government Code Sections 54221(f)(1)(K) and 54221(c)(2)(B)(i) and Finding That Such Declaration is Exempt From Environmental Review Under the California Environmental Quality Act

RESOLUTION NO. 23-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE AGENCY (APNS: 3022-002-916 AND 3022-004-908) IS EXEMPT SURPLUS LAND NECESSARY FOR THE AGENCY'S USE PURSUANT TO GOVERNMENT CODE SECTIONS 54221(f)(1)(K) AND 54221(c)(2)(B)(i) AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Palmdale Water District ("Agency") is the owner in fee simple of certain real property identified by APN: 3022-002-916 located in the City of Palmdale, County of Los Angeles ("Property A") and certain real property identified by APN: 3022-004-908 located in the County of Los Angeles ("Property B") (collectively the "Property"); and

WHEREAS, the Surplus Land Act ("Act") (Gov. Code, §§ 54220 *et seq*.) and California Department of Housing and Community Development ("HCD") Surplus Land Act Guidelines ("Guidelines") require that local agencies declare property as either "surplus land" or "exempt surplus land," as supported by written findings, prior to sale or lease of the property owned by the local agency; and

WHEREAS, under the Act, exempt surplus land means land that is described under any subdivision of section 54221(f)(1) of the Act; and

WHEREAS, under section 54221(f)(1)(K) of the Act, real property that is used by a district for the "agency's use" as expressly authorized in subdivision (c) of section 54221 is exempt surplus land; and

WHEREAS, section 54221(c)(2)(B)(i) of the Act provides that in the case of a local agency that is a district (excepting those whose primary mission or purpose is to supply the public with a transportation system, which is not the case for the Agency) "agency's use" may include "commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or may "be for the sole purpose of investment or generation of revenue" provided that the Agency's governing body takes action in a public meeting declaring that the use of the site will "(directly further the express purpose of agency work or operations" or "be expressly authorized by a statute governing the local agency, provided the district complies with Section 54233.5 where applicable"; and

WHEREAS, pursuant to California Water Code Section 22506, when a board determines that any property of the Agency may be leased for a use or purpose that will not interfere with or be inconsistent with district uses or purposes, the Agency may, for a valuable consideration, lease the property for such use or purpose upon terms that appear to the board to be for the best interests of the district; and

WHEREAS, pursuant to California Water Code Section 22078, the Agency may control, distribute, store, spread, sink, treat, purify, recapture and salvage any water including but not limited to sewage waters for the beneficial use or uses of the district or its inhabitants or the owners

of rights to waters therein, and under California Water Code Section 22225 has the power generally to perform all acts necessary to carry out fully the provisions of Division 11 of the California Water Code; and

WHEREAS, Agency staff has determined that the Property A is zoned industrial by the City of Palmdale and Property B is zoned industrial by the County of Los Angeles and has further determined that use of the Property to generate revenue will directly further the express purpose of the Agency's work or operations, as described above, and constitutes "agency's use" within the meaning of section 54221(c)(2) of the Act. The Property may be leased or sold to generate revenue, which in turn will be used by Agency to enhance the Agency's distribution of water to its inhabitants; and

WHEREAS, Section 54222.3 of the Act provides that Agency may dispose of property declared exempt surplus land without further regard to the requirements of the Act; and

WHEREAS, the Board now desires to adopt declare the Property exempt surplus land and authorize the General Manager and General Counsel to take all actions necessary with the California Department of Housing and Community Development consistent with the terms hereof.

THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Based upon the above-stated Recitals, and pursuant to Sections 54221(f)(1)(K) and 54221(c)(2)(B)(i) of the Act, the Board of Directors hereby declares that the Property described and identified in Exhibit "A" is exempt surplus land. The Board of Directors hereby finds as follows:

A. The Property is zoned for industrial use and is suitable to be sold or leased by the Agency for commercial use and activities, for the purpose of generation of revenue. The revenue from any sale or lease of the Property will be realized by the Agency which owns the Property in fee.

B. Revenue from any lease of the Property or the sale of all or portions of the Property should either occur, will further the express purpose of Agency's work or operations.

C. Lease of the Property would not interfere with or be inconsistent with Agency uses or purposes and would be for the best interests of the Agency.

D. Sale or lease revenue may be used directly to construct wells on the Property or on water system infrastructure located on another site or sites within Agency or may be used to advance programs implemented by the Agency to further its purpose of distribution of water to residents.

Section 3. This Resolution is exempt from review under the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*.) ("CEQA") pursuant to 14 Cal. Code of Regulations, section 15061(b)(3), because it can be seen with certainty that there is no possibility

that only declaring the Property exempt surplus land may have a significant effect on the environment.

Section 4. The General Manager and District staff are hereby authorized and directed to take such further actions as may be necessary and appropriate to implement this Resolution, including sending a copy of this Resolution to the State of California Department of Housing and Community Development and taking such other and further action as may be necessary or appropriate to carry out the purposes of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District this 11th day of September, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

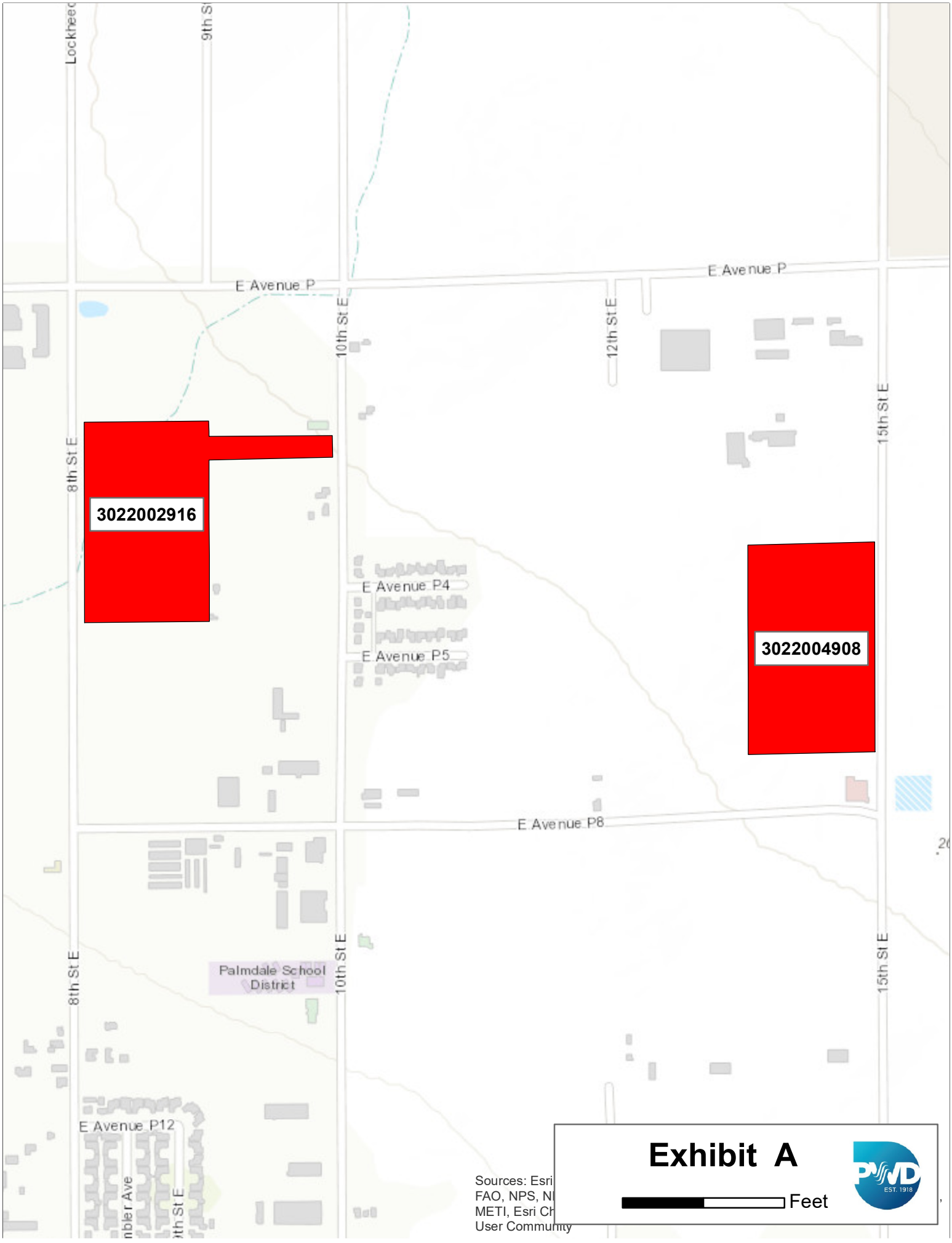
_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

APPROVED AS TO FORM:

_____
Aleshire & Wynder, LLP, General Counsel


E Avenue P
E Avenue P
10th St E
12th St E
15th St E
8th St E
3022002916
3022004908
E Avenue P4
E Avenue P5
E Avenue P8
Palmdale School District
E Avenue P12
Exhibit A
Feet
Sources: Esri
FAO, NPS, NI
METI, Esri Ch
User Community

P A L M D A L E W A T E R D I S T R I C T

B O A R D M E M O R A N D U M

DATE: August 30, 2023 **September 11, 2023**

TO: BOARD OF DIRECTORS **Board Meeting**

FROM: Mr. Scott Rogers, Engineering Manager

VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis LaMoreaux, General Manager

RE: ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF THIRD AMENDMENT TO COUNTY SANITATION DISTRICT CONTRACT NO. 5001 WITH PALMDALE WATER DISTRICT AND AUTHORIZING GENERAL MANAGER LAMOREAUX TO FINALIZE AND EXECUTE SAID AMENDMENT. (NO BUDGET IMPACT – ENGINEERING MANAGER ROGERS)***

Recommendation:

Staff recommends that the Board approve the Third Amendment to County Sanitation District Contract No. 5001 with the Palmdale Water District and authorize General Manager LaMoreaux to finalize and execute said Amendment.

Alternative Options:

The Board can choose not to approve the Amendment for extension.

Impact of Taking No Action:

County Sanitation District Contract No. 5001 with the Palmdale Water District will expire.

Background:

On October 16, 2016, County Sanitation District No. 20 and the District entered into an Agreement for the purchase and sale of recycled water with the mutual goal of developing projects that will put all recycled water to beneficial use. Projects for this use are being implemented through the Palmdale Water District and the Palmdale Recycled Water Authority. An amendment was approved by both Boards for extension back in September 2019. Staff has been working with the Sanitation District staff to implement Pure Water AV. The proposed Amendment makes the following changes:

1. Removes the purple pipe section of the Agreement
2. Combines the two allotments into one 5,325 AFY allotment to PWD
3. Provides an overview of the context of the Pue Water AV Full-Scale Facility
4. Creates a milestone for the Demonstration Facility completion within the next 10 years
5. Establishes minimum annual payment for recycled water starting in 2030
6. Water Quality compliance as defined in the Tittle 22 Report and Regional Board

A revised agreement addressing the Pure Water AV will be brought to both Boards for consideration once more details are developed during the testing of the demonstration phase of the Project.

The Sanitation District is considering the Third Amendment at their September 14, 2023 Board meeting.

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 item has no budget impact.

Supporting Documents:

- Contract 5001 dated October 2016
- Third Amendment to Agreement for Purchase and Sale of Recycled Water

SANITATION DISTRICTS OF LOS ANGELES COUNTY

AGREEMENT FOR PURCHASE AND SALE OF RECYCLED WATER

between

COUNTY SANITATION DISTRICT No. 20 OF LOS ANGELES COUNTY

and

PALMDALE WATER DISTRICT

CSD CONTRACT No. 5001

October , 2016

TABLE OF CONTENTS

EXHIBITS

AGREEMENT FOR PURCHASE AND SALE OF RECYCLED WATER

This Agreement for Purchase and Sale of Recycled Water ("**Agreement**") is dated October __, 2016 ("**Effective Date**") and is between County Sanitation District No. 20 of Los Angeles County (the "**Sanitation District**") and the Palmdale Water District ("**PWD**"). The Sanitation District and PWD are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties.**"

A. The Sanitation District. The Sanitation District is a county sanitation district organized and existing under the County Sanitation District Act, Chapter 3, Part 3, Division 5 of the Health and Safety Code, Section 4700 *et seq.* This Agreement exercises authority conferred by law including but not limited to the County Sanitation District Act and Section 1210 and Division 7 (Chapters 7 and 7.5) of the California Water Code.

B. Palmdale Plant. The Sanitation District owns and operates a water reclamation plant in the City of Palmdale known as the Palmdale Water Reclamation Plant ("**Plant**").

C. Legal Authority to Sell Recycled Water. Under California Water Code Section 1210, the Sanitation District has the exclusive right to all recycled water produced by its water reclamation plant. The Sanitation District is authorized under Health & Safety Code Sections 4744 and 4745 to sell or beneficially use any recycled water recovered from the operation of the Plant.

D. Recycled Water Ordinance. The District Recycled Water Ordinance establishes requirements for all users of the Sanitation District's recycled water, including the requirement that all users execute a user agreement. This Agreement constitutes the user agreement required by the Ordinance.

E. PWD's Recharge Project. PWD is an irrigation district formed underDivision 11 of the California Water Code. PWD is pursuing a project, the Palmdale Regional Groundwater Recharge and Recovery Project ("**Recharge Project**"), which is intended to recharge groundwater by surface spreading a blend of recycled water and imported water at a site in northeast Palmdale, a portion of which site is located on Sanitation District property. The construction and operation of the Recharge Project is subject to regulatory approval.

F. PWD's Intended Recharge Use. PWD intends to progressively increase the proportion of recycled water in its blend of recycled water and imported water during the first ten years of the Recharge Project, pending approval by the State and the California Regional Water Quality Control Board, Lahontan Region ("**Regional Board**"). Specifically, PWD proposes to use 2,000 AFY for the first three years of the project, 3,000 AFY for the next two years, and 4,000 AFY for the following five years. Additional flows are proposed, but actual usage will be contingent upon regulatory approval and the availability of imported water to blend. Separate agreements between the Sanitation District and PWD may be necessary in the future to address requirements for the use of recycled water for groundwater recharge, such as source control or monitoring and reporting requirements that will put in place once the groundwater recharge permit has been issued.

G. Authority's Purple Pipe Project. PWD, together with the City of Palmdale, has formed and is a member of the Palmdale Recycled Water Authority ("**Authority**"). The Authority, a joint powers authority, plans to extend an existing "purple pipe" recycled water distribution system for direct reuse ("**Purple Pipe Project**") in the City of Palmdale. The phased extension is described in Table 1 of Section 5.2 of the Authority's Recycled Water Facilities Plan Initial Study/Mitigated Negative Declaration ("**MND**"). A separate agreement between PWD and the Authority will address the use of recycled water allotted under this Agreement for Purple Pipe purposes.

H. Other Regional Recycled Water Commitments. The Sanitation District has previously entered into several contracts in which the Sanitation District committed to make a portion of recycled water from the Plant available to Los Angeles County Waterworks District No. 40 ("**Waterworks**"), the City of Palmdale, and the City of Lancaster. The Sanitation District also manages the remaining recycled water produced at the Plant by delivering that water to property leased from Los Angeles World Airports ("**LAWA**") for agricultural irrigation purposes. Because recycled water demands vary daily and seasonally, the Sanitation District delivers initially unused recycled water to its storage reservoir facilities for later use. The varying demands from these recycled water contracts necessitate that the Sanitation District remain sufficiently informed of customers' planned recycled water use and require that all recycled water deliveries are subject to withdrawal rate limits.

I. Allocations Among Other Users. Since 2013, the Sanitation District, Waterworks, the City of Palmdale, and the City of Lancaster have been and are continuing to negotiate an allocation of rights between the agencies to purchase recycled water produced by the Sanitation District at the Plant and by County Sanitation District No. 14 of Los Angeles County at its Lancaster Water Reclamation Plant. Because the City of Palmdale intends to eventually transfer the majority of its proposed allotment of recycled water produced at the Plant to the Authority (with the exception of 400 AFY for a proposed Power Plant in the City of Palmdale), the City of Palmdale's allotment will be reduced by the quantity of recycled water under this Agreement once the negotiations are finalized.

J. PWD's Intent. By entering into this Agreement, PWD intends to provide the Sanitation District with assurance that PWD will use the recycled water for beneficial reuse purposes and will properly plan, commit resources, pursue funding, and implement the Recharge Project and Purple Pipe Project.

K. Parties' Intent. The Parties intend by this Agreement to provide for the conditions under which the Sanitation District will supply recycled water to PWD for the purpose of the Recharge Project and the Purple Pipe Project.

The Parties therefore agree as follows:

1. **Definitions.** For the purposes of this Agreement, the terms below have the following definitions:

   1.1. "**AFY**" means acre-feet per year.

1.2. "**Alternative Water**" means PWD's potable water supply which may include groundwater, imported water, or other water sources.

1.3. "**Chief Engineer**" means the Chief Engineer and General Manager of the District or his or her authorized designee.

1.4. "**Recycled Water Ordinance**" means the *Ordinance Providing for the Establishment and Enforcement of Regulations Pursuant to the Water Recycling Requirements for Recycled Water Users*, adopted February 28, 2007, as may be amended from time to time, which is attached as Exhibit B.

1.5. "**Fiscal Year**" means the District's fiscal year, beginning on July 1 of any given year, and continuing through June 30 of the following calendar year.

1.6. **"Permit"** means any WDR, WRR, or other permit issued by the Regional Board to the Sanitation District relating to the use of recycled water.

1.7. "**Regional Board**" means the applicable California Regional Water Quality Control Board.

1.8. "**Reuse Site**" means an authorized location at which recycled water provided by PWD is used.

1.9. "**Regulations**" means the Sanitation District's "Requirements for Recycled Water Users," which is attached as Exhibit C.

1.10. **"Requirements"** means the disinfected tertiary recycled water standard as defined in Section 60301.230 of the July 16, 2015 version of Title 22, Division 4, Chapter 3 of the California Code of Regulations.

1.11. "**State Board**" means the California State Water Resources Control Board.

1.12. "**WRR**" means Waste Discharge Requirements or Water Recycling Requirements established for the Plant by the Regional Board (currently Board Order R6V 2012-0002) as may be amended from time to time.

2. **Duration.** The duration of this Agreement is 30 years from the Effective Date. The duration of the Agreement may be extended pursuant to the conditions of Section 13.

3. **Principal Duties and Privileges of the Parties.**

3.1. PWD shall purchase recycled water from the Sanitation District under the terms set forth in this Agreement.

3.2. The Sanitation District shall sell to PWD up to 5,325 AFY of recycled water from the Plant subject to availability and the conditions described in Section 5.

3.3. PWD shall not draw in excess of the volumes specified in Section 5. PWD may draw from the Sanitation District only the volume of recycled water that the PWD can put to beneficial use.

3.4. PWD shall comply with the Regulations, the Sanitation District's Recycled Water Ordinance, and all relevant federal, state, regional, and local laws and regulations regarding conveyance and use of recycled water. PWD acknowledges that any violation of this Agreement constitutes a violation of the Sanitation District's Recycled Water Ordinance.

4. **Facilities for Delivery and Distribution of Recycled Water**

4.1. The Sanitation District shall determine the location of and provide to PWD up to two mutually acceptable points of connection (each a "**Point of Connection**"), one along the existing offsite effluent pipeline and one on the site of the Plant from which PWD may draw recycled water. The Chief Engineer or her authorized designee may from time to time change the location of a Point of Connection, and following an opportunity to meet and confer, will provide reasonable notice (no less than 18 months) to PWD to relocate a Point of Connection. PWD shall bear all costs if a Point of Connection location is changed.

4.2. PWD shall be responsible for all costs to construct any and all additional facilities required to deliver and distribute the recycled water purchased by PWD, including pumps, pipelines, meters, controls, and other facilities. PWD shall bear all operation and maintenance costs related to any PWD delivery and distribution facilities.

4.3. The Chief Engineer, in her sole discretion, may permit some of PWD delivery facilities to be located on the site of the Plant as a matter of convenience. Following construction of any PWD facilities on District property, the Chief Engineer may require relocation and PWD shall bear all costs arising out of or relating to that relocation. All PWD facilities located on Sanitation District property will be subject to the approval of the Chief Engineer and execution of a separate agreement, including payment of any reasonable costs, fees, or rent.

4.4. PWD shall reimburse the Sanitation District for any operational and maintenance costs incurred by the Sanitation District in connection with PWD's facilities.

5. **Recycled Water Quantity**. The quantity of water subject to this Agreement is as follows:

5.1. Allotment. The Sanitation District shall make available to PWD certain amounts of recycled water produced at the Plant from which PWD may draw ("**Allotment**"). PWD shall not draw more than:

A. 4,000 AFY for the Recharge Allotment ("**Recharge Allotment**"); and

B. 1,325 AFY for the Purple Pipe Allotment ("**Purple Pipe Allotment**").

5.2. Assignment. PWD may assign its Allotment, or any portion of the Allotment, to the Authority upon the execution of an assignment agreement in a form approved by the Chief Engineer and Sanitation District's counsel and subject to the terms of this Agreement.

5.3. Additional Temporary Supply. The Chief Engineer may, from time to time, notify PWD of the temporary availability of additional volumes of recycled water in excess of the Allotment. However, PWD's temporary receipt of any volume in excess of its Allotment will not permanently increase PWD's Allotment.

5.4. Permanent Increases to Allotment. The Chief Engineer will notify PWD if additional permanent supplies of recycled water become available at the Plant. PWD may request an increased allotment pursuant to the terms contained in that notice.

5.5. Mandatory Reductions. PWD acknowledges that circumstances beyond the control of the Sanitation District may result in a temporary or permanent decrease in the volume of recycled water available to PWD. Further, some water stored in reservoirs will be lost to evaporation. In the event of a decrease in availability, the Chief Engineer shall promptly notify PWD and allocate the available supply of recycled water from the Plant in the following manner:

A. The Chief Engineer shall first ensure that the Sanitation District receives an adequate supply to meet Sanitation District needs at the Plant and at any other Sanitation District-owned or Sanitation District-operated facilities.

B. The Chief Engineer shall next allocate recycled water to any environmental use, or other use required of the Sanitation District by state or federal law or regulation.

C. The Chief Engineer shall then allocate the remaining supply of recycled water among PWD and other recycled water users in proportion to their actual use during the previous fiscal year.

D. If the allocated recycled water is less than the minimum payment equivalent, then PWD shall be responsible only for payment for the portion of allotment made available during that fiscal year.

5.6. Withdrawal Restrictions. Recycled water provided to PWD by the Sanitation District will be subject to withdrawal restrictions on a gallon per minute and/or daily maximum withdrawal rate, which will be periodically set by the Sanitation District. The Sanitation District shall notify PWD of the current maximum withdrawal rate. The determination of maximum withdrawal rates are based on the following: (1) Plant operational needs; (2) other Sanitation District operational needs; (3) the needs of the Sanitation District's agricultural operation; (4) the needs of other recycled water customers; (5) seasonal trends in influent flow to the Plant; and (6) the withdrawal location.

5.7. Allotment Transfer. If, after the 10-year anniversary of the Effective Date of this Agreement, PWD has not or is not using some or all of its Allotment, then a portion or all of the unused Allotment is subject to transfer to other parties as follows:

A. If another allotment holder requests to acquire additional recycled water above its allotment and has a viable project that will be completed within three years as determined by the Sanitation District, the Parties shall meet and confer within 45 days of the Sanitation District requesting a meeting regarding the allotment change. The Sanitation District shall not enter into an agreement for the transfer of recycled water allotment that reduces PWD's Allotment if PWD can demonstrate to the Sanitation District (at the sole discretion of the Sanitation District) that PWD has a viable project in progress that will be completed within three years and that would be negatively affected by the proposed reduction in allotment.

B. If a third party (not holding an allotment) within Los Angeles County wishes to purchase recycled water, the Sanitation District will first direct the third party to pursue purchasing recycled water from an allotment holder. If none of the allotment holders will accommodate the demand and the third party has a viable project that can be completed within three years as determined by the Sanitation District, the Sanitation District will consider sale of recycled water to the third party and a reduction in allotments. If the Sanitation District proposes to reduce PWD's Allotment, the Parties shall meet and confer within 45 days of the Sanitation District requesting a meeting regarding the allotment change. The Sanitation District shall not enter into an agreement for the transfer of recycled water allotment that reduces PWD's Allotment if PWD can demonstrate to the Sanitation District (at sole discretion of the Sanitation District) that PWD has a viable project in progress that will be completed within three years and that would be affected by the proposed reduction in allotment.

C. If the Sanitation District reduces PWD's Allotment under this Section 5.7, the reduction will apply for the remaining duration of the Agreement, subject to the other allotment reduction provisions of this Agreement.

5.8. Recharge Project Milestones. PWD must meet certain milestones toward the completion of its Recharge Project in order to continue to receive its Recharge Allotment. The Recharge Project milestones are as follows:

A. Milestone 1 (Funding for First Phase Using Recycled Water): Within three years after the execution of this Agreement, PWD must secure and present the Sanitation District with records demonstrating that PWD has secured sufficient project funding to construct the first phase of the Recharge Project that will use recycled water under this Agreement.

B. Milestone 2 (Award of Contracts): Within three years after securing sufficient funding for the first phase of the Recharge Project that will use recycled water, PWD must award all of the contracts necessary to complete construction of a phase of the Recharge Project that will use recycled water under this Agreement.

C. Milestone 3 (Operation): Within one year after completing construction of a phase of the Recharge Project that will use recycled water, PWD must begin operation of the Recharge Project using recycled water from the Plant.

5.9. Recharge Abandonment and Milestones Deadlines. If the Recharge Project is abandoned or if PWD fails to meet any of the milestones by the dates listed in Section 5.8, then PWD's Recharge Allotment will be automatically reduced as of the date of the unmet milestone, to the higher of (i) PWD's highest use over the prior 3 fiscal years or (ii) the amount of PWD's minimum payment equivalent. The Chief Engineer, at her sole discretion, may extend PWD's Recharge milestones deadlines upon proof of a project delay not caused by, or within the control of, PWD.

5.10. Other Recharge Allotment Reductions. The Recharge Allotment will be reduced upon the occurrence of any of the following events:

A. If PWD's Board approves any Recharge Project documents (including but not limited to the EIR, engineering reports, groundwater discharge applications and permits, and design documents) indicating that the Recharge Project will use less than 4,000 AFY of the recycled water supplied under this Agreement by the 15th fiscal year after the Effective Date of this Agreement, then the Recharge Allotment will be automatically reduced by the difference between indicated usage and the Recharge Allotment.

B. If after five years of operation, the Recharge Project is not using at least 2,000 AFY of the recycled water supplied under this Agreement, then the Recharge Allotment will be automatically reduced by the difference between the maximum annual usage over the 5-year period and 2,000 AFY of the Recharge Allotment.

C. If after ten years of operation the Recharge Project is not using at least 4,000 AFY of the recycled water supplied under this Agreement, then the Recharge Allotment will be automatically reduced by the difference between the maximum annual usage over the 10-year period and 4,000 AFY of the Recharge Allotment.

D. If PWD's volume of blending water (imported water from the State Water Project) for the Recharge Project limits the amount of recycled water permitted for groundwater recharge in the Recharge Project, the Chief Engineer may, at her sole discretion, extend the deadline(s) of this Section 5.10.

5.11. Purple Pipe Milestones. PWD must meet certain milestones toward the completion of the Purple Pipe Project in order to continue to receive its Purple Pipe Allotment. The Purple Pipe milestones are as follows:

A. Milestone 1 (Award of Phase 2 Contracts): Within three years after the Effective Date of this Agreement, PWD must award all contracts necessary to complete construction of Phase 2 of the Purple Pipe Project and PWD must connect to at least one end user.

B. Milestone 2 (Operation of Phase 2): Within three years after PWD awards all of the contracts necessary to complete construction of Phase 2 of the Purple Pipe Project, PWD must begin operation of Phase 2 of the Purple Pipe Project by delivering Plant recycled water to an end user.

C. Milestone 3 (Award of Phase 3 Contracts): Within 3 years after operation of Phase 2 of the Purple Pipe Project, PWD must award all contracts necessary to complete construction of the next phase of the Purple Pipe Project.

D. Milestone 4 (Operation of Phase 3): Within 3 years after completing construction of the next phase of the Purple Pipe Project, PWD must begin operating the next phase of the Purple Pipe Project by delivering recycled water from the Plant to an end user.

5.12. Purple Pipe Abandonment and Milestones Deadlines. If any phase of the Purple Pipe Project is abandoned or if PWD fails to meet any of the milestones listed in Section 5.11, then PWD's Purple Pipe Allotment will be automatically reduced, as of the date of the unmet milestone, to the higher of (i) PWD's use in the prior fiscal year, or (ii) the amount of PWD's minimum payment equivalent. The Chief Engineer, at her sole discretion, may extend PWD's Purple Pipe milestones deadlines based on upon proof of a project delay not caused by, or within the control of, PWD.

5.13. Purple Pipe Allotment Reduction. The Purple Pipe Allotment will be reduced as follows:

A. If PWD's Board or any other board having authority over the Purple Pipe Project approves any Purple Pipe Project documents (including but not limited to the EIR, engineering reports, groundwater discharge applications and permits, and design documents) indicating that Purple Pipe Project will use less than 1,325 AFY, then PWD's allotment will be automatically reduced by the difference between the indicated usage and the Purple Pipe Allotment.

B. If after ten years of Phase 2 Purple Pipe operation, the Purple Pipe is not delivering at least 1,325 AFY of recycled water, then the Purple Pipe Allotment will automatically be reduced by the difference between the Purple Pipe usage during the prior fiscal year and the Purple Pipe Allotment.

5.14. Use Estimate. No later than July 1 of each year, PWD shall submit to the Sanitation District a written use estimate for the following calendar year for planning purposes.

5.15. Mandatory Minimum Annual Payment. There is no mandatory minimum volume that PWD must withdraw from the Plant. However, in order to maintain the allotments established under this Agreement, PWD must pay the Sanitation District a minimum payment each year whether or not recycled water is drawn by or delivered to PWD. The minimum payment will be equivalent to the payment that would be due for the following volumes each fiscal year as follows:

Year of Contract	Minimum Payment Equivalent (in AFY)
1	0
2	0
3	100
4	300
5	1200
6	2100
7	2900
8	3250
9	3600
10	3950
11	4325
12	4575
13	4825
14	5075
15+	5325

A. If PWD's Allotment is reduced below the minimum payment equivalent pursuant to the schedule above, the Allotment volume will become the basis for the minimum payment amount in that year.

B. The Sanitation District may, at its sole discretion, temporarily reduce the minimum payment amount if PWD's receipt of blending water is reduced to a level that limits the amount of recycled water PWD is permitted to use for groundwater recharge.

C. If PWD obtains an increased allotment under Section 5.4, then beginning 5 years after the increased allotment is effective, the minimum payment will be increased by an amount equal to 50 percent of the portion of the increased allotment that exceeds the prior minimum payment amount.

D. If PWD fails to pay the full amount of any minimum payment within 90 days after mailing of the annual invoice, the Sanitation District may, after five business days prior written notice, disconnect facilities at the Point of Connection and may remove all of PWD's facilities located on Sanitation District property, at PWD's cost.

5.16. Disclosure Regarding Limits to Availability.

A. Excess Supply. The Sanitation District will only make available excess volumes of recycled water from the Plant. As used here, "excess volumes" means any recycled water actually produced by the Plant and not otherwise needed for Sanitation District purposes, environmental uses, or to meet regulatory requirements imposed on the Sanitation District.

B. Other Contracts. The Sanitation District may enter into contracts to sell recycled water from the Plant to other buyers in volumes that will not cumulatively exceed the Plant's production.

C. Emergency & Shortage Conditions. Situations of emergency or shortage may reduce the volume of recycled water produced by the Plant.

D. Normal Variations in Availability. The volume of water available for draw from the Plant is not necessarily constant and may vary throughout each 24-hour period, throughout each calendar week, and throughout each calendar year depending on weather conditions and seasonal changes in water use.

5.17. Release and Waiver Regarding Limits to Availability. PWD acknowledges the limits to availability described above and releases the Sanitation District from any past, current, and future claims arising out of or related to the volume of water furnished under this Agreement.

6. **Records and Reports.**

6.1. Monthly Reports. Within thirty days after the end of the calendar month, PWD shall inform the Sanitation District of the volume of recycled water used at each site during that month. PWD shall transmit any data needed for the Sanitation District's recycled water program and its preparation of reports to be submitted to the Regional Board.

6.2. Records and Additional Reporting. PWD shall keep records and make reports in writing to the District as required by any permit in effect at that time, including any requirements of the Sanitation District's Recycled Water Ordinance. Typical reporting parameters include quantity of and uses for recycled water.

6.3. Sanitation District's Right of Entry and Examination. The Sanitation District or its representative has the right to enter any of PWD's property and any reuse site at which the Sanitation District's recycled water is used for the purpose of verifying the volume or type of use of recycled water and to verify conformance with all water reuse laws and regulations. In addition, immediately upon request by the Sanitation District, the PWD shall provide full access to any of PWD's meters and to any records that measure, register, record, or reflect recycled water flow, delivery, or distribution volumes.

7. **Quality of Recycled Water.**

7.1. Applicable Water Reclamation Requirements.

A. The Sanitation District shall make available to PWD recycled water that conforms to the disinfected tertiary recycled water standard as defined in Section 60301.230 of the July 16, 2015 version of Title 22, Division 4, Chapter 3 of the California Code of Regulations (the "**Requirements**"). The Plant currently uses a nitrification/denitrification treatment process to reduce total nitrogen levels in the recycled water.

7.2. More Stringent Water Reclamation Requirements.

A. PWD may undertake steps to meet more stringent requirements at its discretion and expense.

B. If the Regional Board imposes more stringent requirements for use of the recycled water than agreed upon in this Agreement, then PWD may, at its discretion and expense, undertake steps to meet those requirements. If PWD is unwilling to meet the more stringent requirements, then either Party may terminate this Agreement by giving written notice to the other Party.

7.3. Point of Compliance of Water Quality. The point of compliance for determining whether the recycled water provided by the Sanitation District meets the Requirements will be immediately after the final treatment process at the Plant. Recycled water used for surface spreading must meet requirements in Title 22, Division 4, Chapter 3, Article 5.1: Indirect Potable Reuse: Groundwater Replenishment-Surface Application, and requirements identified in the groundwater recharge permit to be issued by the Regional Board.

7.4. Interruption of Service.

A. PWD acknowledges that factors beyond the control of the Sanitation District could cause operational difficulties or other constraints at the Plant resulting in the production of recycled water that does not meet the Requirements, WRRs, or successor permits. In such case, the Chief Engineer may temporarily limit availability of recycled water from the Plant.

B. The Sanitation District will not be liable for any costs or damages incurred by PWD arising out of or relating to any interruption in service or limitation of availability due to an inability of the Sanitation District to meet the WRRs or Requirements. PWD acknowledges that a standby water supply may be necessary to prevent any damages that might result from an interruption in the supply of recycled water from the Plant. PWD hereby releases the District from any and all claims and actions arising out of an interruption in service.

8. **Price of Recycled Water.**

8.1. Pricing Policy. The Sanitation District has adopted a standard recycled water pricing policy.

8.2. Pricing Plan. The annual unit price for each acre-foot of recycled water drawn by PWD under this Agreement will be the greater of (A) or (B), but not to exceed (C) below.

A. Minimum Recycled Water Cost. 30% of the Sanitation District's unit cost of operation and maintenance of the Plant, as defined in Section 8.4.A, during the fiscal year in which the recycled water was drawn, rounded to the nearest cent; or

B. Shared Savings. One-half of the result determined by subtracting

i. PWD's costs associated with the use of recycled water, as defined Section 8.4.B, during the fiscal year divided by the total amount of recycled water, in acre-feet, drawn from the Plant during the fiscal year, from

ii. the water rate ("**Water Rate**"), as defined in Section 8.4.C

C. Maximum Recycled Water Cost. 100% of the Sanitation District's unit cost of operation and maintenance ("**O&M**") of the Plant, as defined in Section 8.4.A, during the fiscal year in which the recycled water was drawn rounded to the nearest cent.

8.3. Carryover. In the event that the total price determined by the calculation in Section 8.2.B above is less than the total price determined by Section 8.2.A, then the difference between Sections 8.2.B and 8.2.A. shall be carried over and subtracted in the price determination of Section 8.2.B., in the next fiscal year.

8.4. Method of Price Determination. A sample determination of the price of recycled water is attached as Exhibit A. The numbers contained in Exhibit A are for illustrative purposes only and are not to be construed as representing actual values.

A. Sanitation District O&M Costs. The Sanitation District's unit cost of O&M of the Plant will be determined on the basis of the Sanitation District's accounting and other regularly maintained records and information. It is calculated on a fiscal year basis by taking the total O&M costs of the System, and dividing it by the number of acre-feet of treated effluent discharged from the Plant.

B. PWD Use Costs. PWD's costs associated with the use of recycled water means all costs incurred by PWD, properly allowable under the Sanitation District's accounting principles, attributable to PWD's recycled water distribution system, including but not limited to: capital costs incurred subsequent to the date of this contract (excluding depreciation); right of way acquisition costs; reasonable administration and special program costs related to the use of recycled water; pump station construction; reservoir and pipeline replacement; operation and maintenance costs, including those incurred by the Sanitation District and charged to PWD; and energy costs, and reduced or offset by all economic benefits realized through low interest loans, investment earnings on debt service funds, rebates, grants, and other subsidies obtained by PWD from external sources to defray the cost of providing recycled water or constructing reclamation facilities. PWD shall supply this information to the Sanitation District in writing within 45 days after the end of each Sanitation District fiscal year.

C. Water Rate. The Water Rate means 90% multiplied by the lowest priced water that is (1) suitable for the purposes described in this Agreement and (2) available in quantities commensurate with those provided for under this Agreement.

8.5. Right to Audit Other Party's Books. The Sanitation District may audit PWD's books, accounts and records during normal business hours upon at least 48 hours prior notice to PWD. PWD may audit the relevant books, accounts and records of the Sanitation District during normal business hours upon at least 48 hours prior notice to the Sanitation District.

9. **Invoice and Payment.**

9.1. Quarterly Estimated Invoices. Within 60 days after the end of each of the first three quarters of each fiscal year, the Sanitation District will invoice PWD for the estimated price of the recycled water drawn by PWD during that period. The estimated price included in the Quarterly Invoices will consist of two amounts:

A. Recycled Water Costs. The amount of recycled water delivered during each quarter multiplied by the unit cost of recycled water charged by the Sanitation District to PWD during the preceding fiscal year.

B. Operation and Maintenance Costs. One-fourth of the previous fiscal year costs associated with the operation and maintenance of the recycled water delivery system incurred by the Sanitation District and attributable to PWD.

9.2. Annual Reconciliation Invoice. Within 90 days after the close of each fiscal year, the Sanitation District will provide a reconciliation invoice to PWD that will include:

A. Recycled Water Costs. The total amount of recycled water delivered during the current fiscal year multiplied by the unit price of recycled water as specified under Section 8.4.

B. Operation and Maintenance Costs. The total amount associated with the operation and maintenance of the recycled water delivery system incurred by the Sanitation District and attributable to PWD during the current fiscal year.

The Annual Reconciliation Invoice shall add the total amounts calculated from Sections 9.2.A and 9.2.B and subtract the totals of that fiscal year's three Quarterly Estimated Invoices as calculated from Section 9.1.

9.3. Payment. PWD shall pay the full amount of each invoice within 45 days after the date of the invoice from the Sanitation District.

9.4. Failure to Timely Pay. Interest will accrue at the rate of 10% per year for all invoices that remain unpaid after 45 days. If PWD fails to pay the full amount of any invoice within 60 days after mailing of that invoice, the Chief Engineer may, within five business days following written notice, disconnect PWD's facilities at the point of connection. This remedy is in addition to all other remedies provided by law.

10. **Distribution and Delivery.**

10.1. PWD may resell some or all of the recycled water purchased under this Agreement to a third party user within Los Angeles County.

10.2. The Authority may act as an operator of the Purple Pipe facilities. PWD shall enter into an agreement or agreements with the Authority that address the operations and management of the recycled water distribution facilities and administration of the direct reuse program. PWD shall provide the Sanitation District with the opportunity to review and comment on the agreement(s) prior to execution.

11. **Use of Recycled Water.**

11.1. Legal and Regulatory Responsibility. PWD shall bear all legal and regulatory responsibility associated with the use of the recycled water it draws from the Plant. PWD bears all responsibility from and after the Point of Connection.

11.2. Permissible Uses. PWD acknowledges that recycled water has limited uses. PWD shall ensure that the recycled water drawn from the Plant is only used for those uses or purposes that are legally permissible.

11.3. Compliance with District Regulations. PWD shall comply with, and shall cause all reuse sites to which it or any other entity distributes or delivers recycled water obtained under this Agreement to comply with appropriate state and regulatory criteria and, the Regulations, and the Recycled Water Ordinance.

11.4. Recharge Project Compliance.

A. PWD shall apply for and comply with the permits required to use recycled water for groundwater recharge at the Recharge Project.

B. PWD shall develop an operations plan for use of recycled water at the Recharge Project to ensure compliance with all requirements. PWD shall submit to the Sanitation District the operations plan for review.

C. The Sanitation District shall have the right to review and approve all engineering studies, permit applications, and regulatory correspondence regarding the use of recycled water produced by the Sanitation District.

11.5. Reuse Sites.

A. PWD must submit an Application for Recycled Water Use to the Sanitation District for any new reuse site that proposes to use recycled water from the Plant.

B. PWD shall periodically inspect the reuse sites, as required by the appropriate regulatory agency. In addition, under Water Code Section 13523.1(b)(5) and the Regulations, PWD shall ensure that the Sanitation District or its representative(s)

shall be permitted to enter upon any reuse site at any time for purposes of verifying compliance with reuse requirements.

C. PWD shall provide a copy of the effective Permits, the Recycled Water Ordinance, and Regulations to the site supervisors of the reuse sites.

11.6. Noncompliance. In the event that reuse does not comply with applicable rules and regulations, the Sanitation District shall not bear any legal or financial responsibility for enforcement actions or remediation efforts. PWD shall promptly notify the Sanitation District of any pending or final enforcement activities involving non-compliant use of recycled water.

11.7. Spills. PWD shall notify the Sanitation District of any spills of recycled water in accordance with criteria established in the Regulations and the Recycled Water Ordinance.

12. Duplication of Service

12.1. PWD acknowledges that the Sanitation District currently has contracts with Waterworks, Edwards Air Force Base, and the Cities of Palmdale and Lancaster for provision of recycled water. The Sanitation District shall not sell any recycled water from the Plant on a retail basis within PWD's service area. Nothing in this Agreement restricts the Sanitation District from making recycled water available to its own facilities, or to third parties that are authorized to sell or otherwise transfer recycled water within the Antelope Valley region either directly or by contract.

12.2. PWD acknowledges that it has reviewed the Service Duplication Law of the State of California embodied in Chapter 8.5 of Part 1, Division 1 of the Public Utilities Code (Section 1501, et seq.) and believes that the rights and responsibilities conferred by those statutes do not pertain to this Agreement. PWD recognizes, however, that the Sanitation District would be reluctant to enter into this Agreement without PWD's waiver and indemnity set forth in Section 12.3.

12.3. PWD waives and relinquishes any rights it may have against the Sanitation District pursuant to the Service Duplication Law and further agrees to indemnify, defend, and hold harmless the Sanitation District, its officers, agents and employees, from and against any and all claims, liabilities, losses, costs, damages, actions, causes of action (whether legal, equitable or administrative), fees of attorneys, and other expenses which the Sanitation District may sustain or incur by reason of or in consequence of the assertion by others, whether successful or not, of rights expressed in the Service Duplication Laws of the State of California, Chapter 8.5 of Part 1, Division 1 of the Public Utilities Code (Section 1501, et seq.) or similar laws, with regard to the sale of recycled water to PWD under this Agreement. The Sanitation District shall promptly notify PWD in writing of any such assertion of rights and is granted the right to direct or otherwise participate in any defense of such claim. The foregoing indemnity extends to the Service Duplication Law and any similar law which may be enacted after the date of this Agreement, to any amendments to the Service Duplication Law

enacted after the date of this Agreement, and to any recodification of the Service Duplication Law, irrespective of form, which may subject the Sanitation District to liability to any privately owned public utility or any other person, association, corporation, or political subdivision because of the sale of recycled water to PWD.

13. **Indemnification.**

13.1. General Indemnities.

A. PWD shall indemnify the Sanitation District, and its officers, directors, agents, and employees ("**Sanitation District & Affiliates**") from and against any and all claims, actions, suits, causes of action (whether legal, equitable, or administrative), liabilities, losses, costs, demands, damages, attorneys' fees and other expenses (together "**Claims**"), which arise out of or are otherwise related to (i) PWD's or the Authority's use of recycled water from the Sanitation District that meets the quality standards contained in the Permits, as described in Section 7 of this Agreement, (ii) any claims for interruption of service to PWD or the Authority as provided in Section 7.4 of this Agreement, or (iii) PWD facilities (including connection points) located on Sanitation District property. This indemnity includes, but is not limited to, causes of action based on breach of warranty, dangerous condition of public property, inverse condemnation, trespass, and nuisance.

B. PWD acknowledges that the Sanitation District currently has recycled water contracts with Waterworks, Edwards Air Force Base, and the Cities of Palmdale and Lancaster. PWD acknowledges that its allotment under this Agreement results from the termination of an unused allotment to Waterworks that may be allocated to the City of Palmdale. The City of Palmdale has indicated that it intends to transfer the majority of its proposed allotment of recycled water produced at the Plant to the Authority. The Parties also understand that the quantity of recycled water subject to this Agreement will be subtracted from Palmdale's proposed allotment. PWD hereby indemnifies and agrees to defend the Sanitation District & Affiliates from any and all Claims that arise out of or relate to any claim by the Authority, Waterworks, the City of Palmdale, the City of Lancaster, Edwards Air Force Base, or any other party with respect to relative allotments of recycled water from the Plant.

13.2. Support of Sanitation District with Regional Board. PWD understands and agrees that any opposition by PWD, acting independently or as a member of any joint powers organization (including the Authority), to the Sanitation District's efforts of obtaining or complying with the Permits or any other Regional Board request, including but not limiting to any waste discharge requirements, water recycling requirements, monitoring and reporting programs or cleanup and/or abatement orders is a material breach of this Agreement that entitles the Sanitation District to immediately terminate this Agreement and obtain all costs (including attorneys fees) from PWD.

13.3. Regulatory Fines Indemnity.

A. PWD acknowledges that the Sanitation District, as the entity holding the Permits for the Plant, may be subject to monetary fines or penalties imposed by the Regional Board for violations of the Permits.

B. If the Sanitation District becomes the responsible party in an action resulting in a fine or penalty, the Sanitation District shall be financially responsible for the payment of that fine or penalty.

C. If after meeting and conferring with PWD the Chief Engineer finds upon substantial evidence that PWD or any user of recycled water received under this Agreement are responsible for any action resulting in a fine or penalty, then PWD shall reimburse the Sanitation District for the total amount within 5 business days after receiving notice of any such fine or penalty.

D. If the Chief Engineer finds that a third-party purchaser of recycled water from PWD is responsible for any action resulting in such a fine or penalty, PWD shall join with the Sanitation District in any legal or other effort to recover for the Sanitation District all or a part of the fine or penalty imposed against the Sanitation District by the Regional Board for such action.

14. **Option Period.**

14.1. The Sanitation District grants to PWD a one-time option to extend the duration of this Agreement for a period of up to 20 years (the "**Extended Period**") from the end of its original duration (the "**Expiration Date**"), as set forth in Section 1 above. To exercise this option, PWD must not be in default of any of the provisions of this Agreement and must notify the Chief Engineer of its intent to exercise this option not earlier than 2 years nor later than 1 year prior to the Expiration Date.

14.2. If PWD exercises its option to extend the duration of this Agreement, PWD will be subject to an immediate adjustment of its Allotment, not to exceed the average of its prior 5 years usage. PWD may maintain its adjusted allotment for the first 3 years of the Extended Period. The price of the recycled water charged to PWD shall conform to the Sanitation District's pricing policy in effect at the time PWD exercises its option. Any and all of the remaining terms and conditions of this Agreement will be subject to renegotiation and the consent of the Parties. The negotiations must be conducted reasonably and in good faith provided, however, that if the Parties fail to arrive at mutually agreed-upon terms by the Expiration Date, this option will expire.

15. **Assignments.** Except as stated in Section 5.2, PWD may not transfer or assign any of its rights or duties under this Agreement.

16. **Notices.** All notices, correspondence, reports, or other written documents exchanged between the Parties under this Agreement must be addressed to the Sanitation District or PWD as set forth below or as the Sanitation District or PWD may later designate in writing,

and shall be sent through the United States mail, nationally-recognized overnight carrier, or personal delivery, together with a courtesy copy by email.

16.1. TO DISTRICT

If by U.S. Mail:

Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
Post Office Box 4998
Whittier, CA 90607-4998
Attn: Technical Services Department

If by Overnight Carrier or Personal Delivery

Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Technical Services Department

Email: MTremblay@lacsd.org

16.2. TO PWD

General Manager
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Email: dlamoreaux@palmdalewater.org

17. **General Provisions.**

17.1. Third Party Beneficiary. The Authority is an intended third party beneficiary of the provisions of this Agreement relating to the Purple Pipe Project.

17.2. Integration. This Agreement, including its Exhibits, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to PWD's purchase and use of the Sanitation District's recycled water.

17.3. Modification. Any modification of the Agreement will be effective only if it is in writing and signed by all both Parties.

17.4. Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of its provisions. This Agreement has been drafted through a joint effort of the Parties and

their counsel and therefore shall not be construed against either of the Parties, but instead in accordance with its fair meaning.

17.5. Choice of Law and Venue. This Agreement is governed by California law. Any legal action arising out of this Agreement must be brought in the Los Angeles County Superior Court, Central Division.

17.6. Counterparts. This Agreement will be executed in duplicate counterpart originals, one for each Party, and each duplicate original will be deemed to be an original, but all of which will constitute one and the same agreement.

17.7. Chief Engineer's Authority. The Chief Engineer is delegated the authority to take all actions on behalf of the Sanitation District in connection with any approvals, consents, or actions required of or by the Sanitation District under this Agreement and to approve and execute minor amendments to the terms of this Agreement.

The Parties are executing this Agreement to be effective as of the Effective Date.

PALMDALE WATER DISTRICT

By: _____
President,
Palmdale Water District

ATTEST

_____
Secretary of the Board of Directors

APPROVED AS TO FORM

By: _____
Palmdale Water District Counsel

COUNTY SANITATION DISTRICT
NO. 20 OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors
OCT 20 2016

ATTEST

_____
Secretary to the Board of Directors

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

Exhibit A – Sample Recycled Water Price Calculations

Assumptions:

Flow-weighted average of O&M of Palmdale WRP = ... $500.00/AF

PWD's Recycled Water System Costs (RWSC) = ...$100,000.00

PWD's Alternative Water Cost = ... $400.00/AF

PWD's Recycled Water Use = ... 100.00 AF

Previous Fiscal Year Carry-Over (PFYCO) = ...$0

Calculations:

(A) Minimum Recycled Water Unit Price:

30% of flow-weighted O&M of Palmdale WRP = ... $150.00/AF

(B) Shared Savings Calculation:

Water Rate (90% of Alternative Water Cost) = $360.00/AF

$$\frac{1}{2}\times\left(Water\ Rate-\frac{RWSC+PFYCO}{Recycled\ Water\ Use}\right)=$$

$$\frac{1}{2}\times\left(\$360.00/AF-\frac{\$100{,}000.00+\$0}{100.00\ AF}\right)=$$ .....-$320.00/AF

(C) Maximum Recycled Water Unit Price:

100% of flow-weighted O&M of Palmdale WRP = ... $500.00/AF

Results:

Option A is the controlling value because it is greater than the Shared Savings calculation (Option B) and does not exceed the maximum price (Option C).

Annual Unit Price of Recycled Water = $150.00/AF

Note:

In the following year, carryover cost is included because the Shared Savings calculation (Option B) is less than the minimum recycled water price (Option A).

PFYCO for following year =

(Minimum Recycled Water Rate – Shared Savings Rate) × (Recycled Water Use) =

[$150.00/AF – (-$320.00/AF)] × (100AF) = $47,000.00

Exhibit B – Sanitation District Recycled Water Ordinance

ORDINANCE PROVIDING FOR THE ESTABLISHMENT AND ENFORCEMENT OF REGULATIONS PURSUANT TO WATER RECYCLING REQUIREMENTS FOR RECYCLED WATER USERS

The Board of Directors of County Sanitation District No. 20 of Los Angeles County (hereinafter "District") ordains as follows:

1. AUTHORITY

This Ordinance is enacted pursuant to authority contained in the County Sanitation District Act, California Health and Safety Code Sections 4700 *et seq.*, and exercises authority conferred by law including but not limited to Division 7, Chapter 7, Article 4, Sections 13520 *et seq.* of the Water Code.

2. SHORT TITLE

This Ordinance shall be known as the **District No. 20 Recycled Water Ordinance** and may be cited as such.

3. PURPOSE

The purpose of this Ordinance is to provide for the establishment and enforcement of regulations pertaining to the administration of waste discharge requirements ("WDRs") issued by the California Regional Water Quality Control Board, Lahontan Region ("Regional Board"), pursuant to Water Code Section 13263, water reclamation requirements ("WRRs") issued pursuant to Section 13523, or a master reclamation permit ("Master Permit") issued pursuant to Section 13523.1. This Ordinance will govern the use of recycled water in accordance with the Water Recycling Criteria established by the California Department of Health Services ("DHS") pursuant to Water Code Section 13521, and codified in Title 22, Division 4, Chapter 3 of the California Code of Regulations.

4. FINDINGS AND DETERMINATIONS

For over forty years, the County Sanitation Districts of Los Angeles County have owned and operated wastewater treatment plants capable of producing water that meets all requirements for recycled water, including but not limited to regulations and other directives issued by the DHS and the Regional Board.

No person may recycle water or use recycled water until a California Regional Water Quality Control Board either establishes WDRs, WRRs, or Master Permits (collectively, "Permits") or determines that no such Permits are necessary.[1] As the producer of recycled water, the District oversees the production and use of recycled water pursuant to Permits issued by the Regional Board.

[1] California Water Code § 13524.

5. APPLICATION

This Ordinance shall apply to any and all Users to whom the District distributes recycled water, either directly or through an intermediate party, including Purveyors that act as such intermediate parties in delivering recycled water to Users.

6. DEFINITIONS

For purposes of this Ordinance, the following definitions shall apply to the following terms:

a) **"Authorized Recycled Water Use Site"** is a site authorized for use of recycled water; the uses of recycled water and the site location must comply with Permits as issued by the Regional Board.
b) **"Chief Engineer"** is the Chief Engineer and General Manager of the District.
c) **"Master Reclamation Permit"** contains requirements established by the Regional Board pursuant to Water Code Section 13523.1.
d) **"Person"** is any individual, partnership, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character.
e) **"Purveyor"** is any public, private, investor-owned, or other water utility that is legally permitted to distribute water and that obtains recycled water from the District for distribution to Users.
f) **"Recycled water"** is water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur, and is therefore considered a valuable resource.
g) **"Regulations"** are requirements established by the Chief Engineer that govern the design and construction of recycled water use facilities and the use of recycled water, in accordance with the Uniform Statewide Reclamation Criteria. These may also be called the District's "*Requirements for Recycled Water Users.*"
h) **"State Water Resources Control Board"** is an agency of the state of California created by the Legislature and exercising its powers pursuant to the Porter-Cologne Water Quality Control Act, Water Code Section 13000 *et seq.*
i) **"User"** is any person to whom the District distributes recycled water under the Permits issued to the District by the Regional Board, including end users to whom recycled water is conveyed through an intermediate party. User does not include persons who have been independently issued Permits from the Regional Board.
j) **"User Agreement"** is a contractual agreement between the User and/or Purveyor and the District that establishes the conditions for recycled water service and use.
k) **"Waste Discharge Requirements"** are requirements that are established by the Regional Board pursuant to Water Code Section 13263.
l) **"Water Recycling Criteria"** are the criteria established by the DHS generally dealing with the levels of constituents of recycled water, and the means for assurance of reliability under the design concept, which will result in safe recycled water from the standpoint of public health. The criteria are established pursuant to Water Code Section 13521, and are contained in the California Code of Regulations, Title 22, Division 4, Chapter 3; also referred to as the "Uniform Statewide Reclamation Criteria."
m) **"Water Recycling Requirements"** are requirements that are established by the Regional Board pursuant to Water Code section 13523.

7. ADMINISTRATION

The District shall administer this Ordinance so as to comply with the terms and conditions of Permits as issued by the Regional Board.

8. REQUIREMENTS

A. A User and/or Purveyor who receives the District's recycled water must comply with the terms of this Ordinance and with the following requirements:

1) Water Recycling Criteria, as established by the California Department of Health Services, Title 22, Division 4, Chapter 3 of the California Code of Regulations;
2) Requirements, rules, regulations, and/or restrictions established by the California State Water Resources Control Board;
3) Requirements, rules, regulations, and/or restrictions established by the Regional Board.
4) Permits issued by the Regional Board, which are incorporated herein and made a part hereof, to the extent that they are applicable to persons subject to this Ordinance;
5) Requirements, rules, regulations, and/or restrictions, pertaining to the quality of recycled water, adopted by any agency maintaining jurisdiction over any person subject to this Ordinance;
6) Regulations adopted by the Chief Engineer pursuant to Section 9 of this Ordinance.

A User and/or Purveyor must keep apprised of any changes to the foregoing requirements. A User and/or Purveyor must conform to any applicable changes to the requirements; a violation thereof is the User's and/or Purveyor's sole responsibility. A violation of any of the foregoing requirements will constitute a violation of this Ordinance.

B. A person seeking to operate a proposed Authorized Recycled Water Use Site ("Authorized Site"), and directly receive the District's recycled water, must comply with the following:

1) The person must file an application therefore with the District prior to using the recycled water. Persons who have already executed a User Agreement with the District are exempt from this requirement until such time as the Agreement is amended or revised.

2) The person must execute a User Agreement, which includes the District's terms and conditions for use of recycled water at the Authorized Site. Any violation of a User Agreement shall be a violation of this Ordinance and punishable as such. Any Person that has been a User for more than one year prior to the effective date of this Ordinance, and has otherwise been in conformance with all legal requirements and directives of the District, shall be exempt from this subparagraph (2) for a period of one year from said effective date.

A person seeking to operate a proposed Authorized Site, and receive the District's recycled water through a Purveyor, must file an application with the Purveyor prior to any delivery of recycled water. Such application shall not be effective until it has been approved by the District.

9. ENFORCEMENT

The Chief Engineer is granted authority to establish Regulations governing the use of recycled water as necessary, which shall be in accordance with existing law.

The Chief Engineer shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the Chief Engineer may be delegated to persons acting in the beneficial interest of or in the employ of the District.

10. VIOLATION

A. Upon a written determination of the Chief Engineer that a violation of this Ordinance has occurred, such action shall constitute a basis for:

1) termination of any User Agreement

2) immediate cessation of recycled water delivery

B. The Chief Engineer shall adopt notice and hearing procedures to implement this section, which shall be consistent with the rights afforded by due process.

11. VALIDITY

If any part, section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional for any reason by any court, that decision does not affect the validity or constitutionality of the remainder of this Ordinance. The Board of Directors declares that it would have adopted each provision of this Ordinance irrespective of the validity of any other provision.

Chairperson, Board of Directors
County Sanitation District
No. 20 of Los Angeles County

ATTEST:

Clerk, Board of Directors
County Sanitation District
No. 20 of Los Angeles County

PASSED AND ADOPTED by the Board of Directors of County Sanitation District No. 20 of Los Angeles County on February 28, 2007, by the following vote:

AYES: Two (2) Directors Ledford, and Yaroslavsky

NOES: None

ABSTAIN: None

ABSENT: One (1) Director Dispenza

Secretary of the Board of Directors
County Sanitation District No. 20
of Los Angeles County

Exhibit C – Sanitation District Requirements for Recycled Water Users

Requirements for Recycled Water Users
County Sanitation Districts of Los Angeles County
District Nos. 14 and 20

1. Introduction

These Requirements for Recycled Water Users (Requirements) establish regulations pursuant to California Water Code (Water Code) section 13523.1(b), and permits issued to the County Sanitation Districts of Los Angeles County (Districts) by the California Regional Water Quality Control Board, Lahontan Region (LRWQCB). These permits include waste discharge requirements (WDRs) issued pursuant to Water Code section 13263, water reclamation requirements (WRRs) issued pursuant to Water Code section 13523, or a master reclamation permit (Master Permit) issued pursuant to Water Code section 13523.1. The Requirements are in conformance with ordinances adopted by County Sanitation District No. 14 of Los Angeles County and by County Sanitation District No. 20 of Los Angeles County (Ordinances).

2. Background

Water Code section 13523.1(a) authorizes the issuance of Master Permits to suppliers or distributors, or both, of recycled water in lieu of issuing individual water reclamation requirements to each recycled water user. Water Code section 13523.1(b) sets forth the requirements for Master Permits issued by the Regional Water Quality Control Boards (RWQCBs), including a condition that the permittee establish and enforce rules or regulations for recycled water users governing the design and construction of recycled water use facilities and the use of recycled water, in accordance with the uniform Statewide Reclamation Criteria established pursuant to Water Code section 13521.

A Master Permit has been adopted by the LRWQCB for the Lancaster Water Reclamation Plant (WRP). Should the LRWQCB issue individual WDRs or WRRs to the Districts for the use of tertiary recycled water for non-potable reuse applications from the Lancaster WRP or Palmdale WRP, it is the Districts' intent that the Requirements established herein will apply to those uses. These Requirements may be updated, as necessary, to comply with revisions to this permit or applicable laws and regulations.

3. Findings

The Requirements are in conformance with the following:

- Provisions established by the WDRs, WRRs, or Master Permits issued by the LRWQCB to the Districts.
- Applicable portions of the Water Code, including Water Code section 13523.1.
- Applicable portions of the Health and Safety Code.
- California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, Uniform Statewide Reclamation Criteria.
- CCR, Title 17, Division 1, Chapter 5, Subchapter 1, Group 4, Article 1 & 2.
- Regulations established by the County of Los Angeles Department of Public Health (LACDPH) for the use of recycled water.

The Requirements are consistent with the following:

- The Guidelines for the *Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water*, California State Department of Public Health (CDPH).

- Any measures that are deemed necessary for protection of public health, such as the American Water Works Association (AWWA) California/Nevada section, *Guidelines for the Distribution of Non-Potable Water* and *Guidelines for the On-Site Retrofit of Facilities Using Disinfected Tertiary Recycled Water* or alternate measures that are acceptable to CDPH.
- Relevant user manuals such as the Los Angeles County Recycled Water Advisory Committee's, 2005, *Recycled Water User Manual*.
- Relevant guidance issued by LACDPH for the use of recycled water.

4. Definitions that Apply to these Requirements

4.1. Authorized Recycled Water Use Site (Site) is a site authorized for use of recycled water; the uses of recycled water and the site location must comply with Permits as issued by the LRWQCB to the Districts.

4.2. Direct User is any person to whom the Districts directly distribute recycled water under the Permits issued to the Districts by the LRWQCB.

4.3. Incidental Runoff is any small amount of recycled water that leaves the Site as a result of over-spray or leakage from sprinklers, over watering, breaks in lines, or overflow of impoundments that contain recycled water during storms.

4.4. Master Reclamation Permit (Master Permit) contains requirements established by the LRWQCB for the Districts pursuant to Water Code section 13523.1.

4.5. Permit means any LWRQCB issued WDRs, WRRs, or Master Permit.

4.6. Person is any individual, partnership, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character.

4.7. Purveyor is any public, private, investor-owned, or other water utility that is legally permitted to distribute water and that obtains recycled water from the Districts for distribution to Users.

4.8. Recycled water is water produced by a municipal water reclamation facility that is suitable for a beneficial use.

4.9. User is any person to whom the Districts distribute recycled water under the Permits issued to the Districts by the LRWQCB, including end users to whom recycled water is conveyed through an intermediate party. User does not include persons who have been independently issued Permits by the LRWQCB.

4.10. User Agreement is a contractual agreement between the User and/or Purveyor and the Districts that establishes the conditions for recycled water service and use.

4.11. Waste Discharge Requirements (WDRs) are requirements established for the Districts by the LRWQCB pursuant to Water Code section 13263.

4.12. Water Recycling Criteria are the criteria established by the CDPH generally dealing with the levels of constituents in recycled water and the means for assurance of reliability under the design concept, which will result in safe recycled water from the standpoint of public health. The criteria are established pursuant to Water Code Section 13521, and are contained in the CCR, Title 22, Division 4, Chapter 3; also referred to as the "Uniform Statewide Reclamation Criteria."

4.13. Water Recycling Requirements (WRRs) are requirements established for the Districts by the LRWQCB pursuant to Water Code section 13523.

5. Requirements for Recycled Water Users

5.1 Effective Date

The effective date of the Requirements is July 1, 2008.

5.2 Applicability

5.2.1 Unless otherwise stated, these Requirements shall apply to any and all Users to whom the Districts distribute tertiary recycled water, either directly or through an intermediate party. These Requirements shall also apply to Purveyors that act as intermediate parties in delivering recycled water to Users. User does not include persons who have been independently issued Permits by the LRWQCB.

5.2.2 These Requirements do not apply to the Districts, when the Districts are both the Purveyor and/or the User, receiving WDRs or WRRs issued by the LRWQCB for the use of tertiary recycled water.

5.3 General Requirements

Use of recycled water must comply with all applicable state laws, regulations, Districts' Permits, and any amendments thereto, the Ordinances, and these Requirements.

5.4 General Prohibitions

5.4.1 Use of recycled water for any purposes other than those explicitly approved in the effective User Agreement is strictly prohibited.

5.4.2 The User shall insure that the treatment, storage, distribution or use of recycled water shall not create a nuisance as defined in Water Code section 13050(m).

5.4.3 The User shall not discharge recycled water from treatment facilities, irrigation holding tanks, storage ponds, or other containment, other than for permitted reuse, except in accordance with other LRWQCB issued Permits, contingency plans authorized by the LRWQCB or for an approved discharge to a municipal sewage treatment system.

5.5 Process to Obtain Permission to Use Recycled Water

5.5.1 Except as provided by the Ordinances, any Direct User or Purveyor who wishes to receive recycled water produced by the Districts must enter into a User Agreement with District No. 14 or No. 20 depending on the location of the reuse project before the use of recycled water can begin. The User Agreement shall include the Districts' terms and conditions for the use of recycled water.

5.5.2 Any Direct User, or Purveyor with a User, who intends to utilize recycled water produced by the Districts for an authorized use at a Site must file a User Application Form (Application) with the Districts and receive approval in writing from the Districts before the use of recycled water can begin for that use and Site.

5.5.3 The Application filed by the Direct User or Purveyor shall include:

.3.1. A detailed description of the proposed Site with:

(a) A map showing the specific boundaries of the proposed Site;

(b) The person or persons responsible for operation and maintenance of the site (O&M Staff), including the person designated as the Site Supervisor and contact information;

(c) Evidence that the O&M Staff and Site Supervisor have received appropriate training from the Districts or an equivalent training program or the date by which training will occur prior to delivery of recycled water such that the Site is operated and maintained in compliance with applicable laws and regulations, the Districts' Permits, and these Requirements;

(d) The specific use to be made of the recycled water at each Site.

.3.2. Design plans and a description of best management practices that show that the quality of waters of the State will be protected (*see* Section 5).

.3.3. Plans and specifications describing:

(a) Proposed piping systems to be used;

(b) Pipe locations for both recycled and potable systems;

(c) Type and location of the outlets and plumbing fixtures that will be accessible to the public;

(d) The methods and devices to be used to prevent backflow of recycled water into the potable water system.

.3.4. The Recycled Water System Operations Manual or the date by which a Recycled Water System Operations Manual will be submitted prior to the delivery of recycled water.

.3.5. Emergency Cross-Connection Response Plan in accordance with the guidelines established by LACDPH or the date by which the Emergency Cross-Connection Response Plan will be submitted prior to delivery of recycled water.

5.5.4 Any User or Purveyor who wishes to receive recycled water produced by the Districts must follow the process presented in Tables 1 and 2 that shows the various agencies involved in the process, documents that must be completed, how documents are routed, etc. Table 1 outlines the process for Direct Users or Purveyors. Table 2 outlines the process for Users receiving water from Purveyors

5.6 Operational Requirements and Best Management Practices

5.6.1 Each User shall designate a Site Supervisor who is responsible for the recycled water system at Site(s) under the User's control. Specific responsibilities of the Site Supervisor include the proper installation, operation and maintenance of the recycled water system; compliance with the Districts' Permits, applicable laws and regulations, local health department guidelines, and these Requirements; prevention of potential hazards; coordination with the cross-connection control program in accordance with CCR, Title 17 and LACDPH or local health department guidelines; preservation of the recycled water system in "as-built" form.

5.6.2 The User's Site Supervisor and O&M staff shall receive appropriate training to assure proper operation of the recycled water facilities, worker protection, and compliance with all applicable laws and regulations, the Districts' Permits, and these Requirements.

5.6.3 The Site Supervisor shall instruct any person at the Site involved with the use of recycled water on its proper use and precautions.

5.6.4 All recycled water facilities and control systems shall be maintained in good working order and operated as efficiently as possible to achieve compliance with all applicable laws and regulations, the Districts' Permits, and these Requirements.

5.6.5 Except as allowed under CCR, Title 17, section 7604, no physical connection shall be made nor shall a connection be allowed to exist between any recycled water system and potable water system.

5.6.6 Cross-connection test shall be performed as necessary to ensure the absolute separation of the recycled water system and potable water system, in accordance with the requirements of LACDPH or local health department.

.6.1. A cross-connection test shall be performed following any significant modifications to the recycled water system or potable water system, construction of new buildings, or any activity that may impact, or has impacted these systems.

.6.2. An initial cross-connection test shall be performed to determine if there are any unknown connections between potable piping and existing piping to be used for recycled water prior to construction or retrofit work.

.6.3. Prior to connection with the recycled water system, a final cross-connection test shall be performed to verify that construction or retrofit work was performed correctly.

.6.4. Cross-connection testing shall be performed by a specialist who has been certified by AWWA or a group with equivalent certification requirements.

5.6.7 The potable water supply shall not be used as a backup or supplemental source of water for a recycled water system unless the connection between the two systems is protected by an air gap separation which complies with the requirements of CCR, Title 17, section 7602, Subdivision (a) and CCR, Title 17, section 7603, Subdivision (a), and that such connection has been approved by CDPH and/or its delegated local agency.

5.6.8 Any backflow prevention device installed to protect the potable water system shall be annually inspected and maintained in accordance with CCR, Title 17, section 7605.

.8.1. Backflow inspections shall be conducted by a person who has demonstrated competency in testing to the User, Purveyor, and/or LACDPH or local health department.

5.6.9 Hose bibs shall not be used in the recycled water system, except in the recycled water system for Sites for which there is restricted public access. Quick couplers that are different from that used on the potable water system may be used.

5.6.10 All recycled water piping and appurtenances in new installations and appurtenances in retrofit installations shall be colored purple or distinctively marked with purple tape in accordance with Health and Safety Code section 116815 and LACDPH or local health department requirements.

5.6.11 All sites shall be designed and operated to prevent direct human consumption of recycled water, or use of recycled water for processing of food or drink intended for human consumption.

.11.1. Where recycled water could potentially be accessed for human consumption, conspicuous signs shall be posted that include the following wording: "RECYCLED WATER – DO NOT DRINK."

.11.2. The prescribed wording included on the sign(s) shall also be translated into Spanish and other appropriate languages.

.11.3. Each sign shall display an international symbol similar to that shown in CCR, Title 22, section 60310, subdivision (g), Figure 60310-A.

.11.4. The sign(s) shall be of a size easily readable by the public; no less than 4 inches high by 8 inches wide.

5.6.12 Irrigation with disinfected tertiary recycled water shall not take place within 50 feet of any domestic water supply well.

5.6.13 Irrigation with disinfected tertiary recycled water shall not take place within 50 feet of any uncovered reservoir or stream currently used as a source of domestic water.

5.6.14 Impoundment of disinfected tertiary recycled water shall not occur within 100 feet of any domestic water supply well.

5.6.15 All recycled water impoundments shall be adequately protected from erosion, washout and flooding from a 24-hour rainfall event having a predicted frequency of once in 100 years.

5.6.16 Vehicles used for distributing recycled water for soil compaction and dust control or other uses shall have an adequate tank and plumbing systems to ensure that leaks and ruptures will not occur in the course of normal use.

.16.1. Control valves shall be provided and configured such that recycled water can be applied in a controlled fashion on the Site and completely retained during transit.

.16.2. Spray heads or nozzles shall be provided and configured such that recycled water is applied to prevent runoff, ponding, or windblown spray conditions.

.16.3. Each tank shall be equipped with an approved air-gap separation between the filler tube and the tank to prevent back-siphonage.

.16.4. Each tank used to store and/or transport recycled water must be flushed and disinfected prior to storage and/or transport of potable water or recycled water of better quality.

.16.5. The vehicles shall be clearly labeled in accordance with the requirements specified in Section 5.6.11.

5.6.17 Sites shall be designed and operated using best management practices (BMPs) to protect waters of the state and prevent public contact with recycled water.

5.6.18 The Sites shall be designed and operated using BMPs to prevent recycled water spray, mist, or surface flow from either leaving the Site or reaching:

(a) Any perennial surface waters located adjacent to the Site;

(b) Areas where the public has access (e.g., dwellings, designated outdoor eating areas, or food handling facilities);

(c) Drinking fountains unless specifically protected with a shielding device.

5.6.19 BMPs shall include, but not be limited to:

(a) Use of buffer zones;

(b) Discontinuation of application of recycled water during precipitation events, which are of sufficient magnitude to generate surface flow or significant ponding within the Site;

(c) Use of devices that protect drinking water fountains against contact with recycled water spray, mist, or surface flow;

(d) Irrigation with recycled water during periods of minimal human use of the irrigated area and timing of irrigation to allow an adequate dry-out time before the irrigated area will be used by the public.

5.6.20 Any storage facility or impoundment containing recycled water for reuse applications shall be managed in a manner to control odors, nuisance conditions or vectors such as

mosquitoes. Should such problems develop, a management plan shall be devised and implemented to monitor, correct, and control future occurrences.

5.6.21 Sites shall be designed and operated using BMPs so that application of recycled water occurs at agronomic rates whereby irrigation does not promote downward migration of salts (including nitrates), which could unreasonably affect present and anticipated beneficial uses of water, or result in water quality less than that prescribed in water quality control plans or policies.

.21.1. To demonstrate whether irrigation is at agronomic rates, the User shall provide information to the Districts including a tabular comparison of the volume of water required for plant growth in the landscape area to the volume of recycled water (and supplemental water) applied to the area.

5.6.22 Fertilizer application shall:

.22.1. Not unreasonably affect present and anticipated beneficial uses of water, or result in water quality less than that prescribed in water quality control plans or policies.

.22.2. Occur at agronomic rates. To demonstrate whether fertilizer application is at agronomic rates, the User shall provide information to the Districts including a tabular comparison of the amount of fertilizer needed for plant growth in the landscape area to the amount applied to the area.

.22.3. Occur if the levels of nitrogen in the recycled water are not sufficient for plant growth. If levels are not sufficient, the Site Supervisor shall calculate how much fertilizer needs to be applied by subtracting the level in recycled water from the level needed for plant growth.

5.6.23 Sites shall be designed and operated using BMPs so that adequate erosion control is implemented so that soil is not released into storm water runoff or surface waters.

5.6.24 Each User shall demonstrate to the Districts the means by which all applicable use area requirements as specified in the Districts' Permits and these Requirements will be complied with.

6. Site Inspections and Site Access

6.1 The Purveyor shall conduct periodic site inspections and prepare a report for each Site inspection pursuant to Section 8.3.

.1.1. Site inspections must be conducted at a minimum once every three (3) years per site or more frequently at the request of the Districts.

.1.2. In the event of identification of violation(s) during site inspections, corrective actions must be taken pursuant to Section 7 and notification shall be provided pursuant to Section 8.3.

6.2 The User shall allow an authorized representative of any of the following agencies the right to enter, inspect the Site, and conduct testing upon presentation of proper credentials: the Districts, LRWQCB, CDPH, and LACDPH or local health department.

6.3 In cooperation with the User or Purveyor, the Districts will make periodic inspections of the Site.

7. Corrective Action

7.1 The Site Supervisor shall immediately initiate corrective action to eliminate violation of any applicable laws or regulations, the Districts' Permits, or these Requirements, and make the appropriate notifications pursuant to Section 8.2.

7.2 The Purveyor or Direct User must verify the corrective action(s) and report to the Districts pursuant to Section 8.2.

7.3 In the event of contamination of a potable water system due to a cross-connection with the recycled water system, the Site Supervisor shall immediately invoke the Emergency Cross-Connection Response Plan and make the appropriate notifications pursuant to Section 8.1.

8. Notification and Reporting

8.1 Public Health, Spills, Unauthorized Discharges

8.1.1 Upon being notified or determining that one of the following events has occurred, the Site Supervisor shall immediately notify the Districts by telephone, and the LRWQCB, CDPH and LACDPH by telephone or electronic means. Written confirmation must be provided to all agencies within three (3) business days from the day of notification.

.1.1. There is a complaint (or other source of information) concerning recycled water use that may involve illness.

.1.2. An unauthorized discharge of more than 50,000 gallons of tertiary recycled water. Information provided shall include: the date and time the spill began and ended; the location of the spill; if the spill entered a storm drain or receiving water; the estimated volume of the spill or flow if the spill is ongoing; the estimated time of repair; the cause of the spill; the agencies involved with repair and clean-up; and corrective actions taken or plans for corrective actions.

.1.3. The potable water system has been contaminated due to a cross-connection with recycled water.

8.1.2 Upon being notified or determining that a spill or other release of recycled water from a Site, other than incidental runoff, including, but not limited to, breaks in the recycled water irrigation or distributions systems has occurred, the Site Supervisor shall immediately notify the Districts by telephone. Information provided shall include: the date and time the spill began and ended; the location of the spill; if the spill entered a storm drain or receiving water; the estimated volume of the spill or flow if the spill is ongoing; the estimated time of repair; the cause of the spill; the agencies involved with repair and clean-up; and corrective actions taken or plans for corrective actions. Written confirmation shall be provided within three (3) business days from the date of notification.

8.2 Non-compliance with Regulations

8.2.1 The Site Supervisor shall notify the Districts by telephone or electronic means upon knowledge of any noncompliance of applicable laws and regulations, the Districts' Permits, and these Requirements. Written confirmation shall be provided within three (3) business days from the date of notification.

8.2.2 The Purveyor or Direct User shall provide written verification to the Districts within ninety (90) days from the date of knowledge of the violation that corrective actions have been implemented.

8.3 Site Inspections

8.3.1 The site inspection report shall be signed and dated by the Site Supervisor and the inspector, and provided to the Districts within thirty (30) days following the end of the quarter in which the inspection was conducted.

8.3.2 The inspector shall immediately notify the Site Supervisor of violation(s) identified during site inspections and what corrective actions must be taken.

8.3.3 The Purveyor or Direct User shall notify the Districts by electronic means at least one (1) week prior to conducting a site inspection.

8.4 Miscellaneous Information

8.4.1 If someone other than the User is responsible for applying the recycled water (e.g., a truck hauler), then the User shall inform them of these Requirements in a written permit or other suitable manner.

8.4.2 The Site Supervisor is required to provide the Districts with an address and phone number(s) where he or she can be contacted at all times. The Site Supervisor is responsible for maintaining current pertinent information regarding the Site and Districts' contacts.

8.4.3 The Districts shall be notified in writing of any proposed changes in the individual designated as the Site Supervisor.

8.4.4 The Districts shall be notified in writing of any planned modifications or additions to the recycled water system. Any proposed significant modifications or additions to the recycled water system shall be reviewed and approved by the Districts before being made.

8.4.5 The User or Purveyor shall provide information as requested by the Districts in order for the Districts to comply with monitoring and reporting requirements issued by the LRWQCB.

9. Record Keeping

9.1 Current as-built drawings and other design plans of the recycled water system and potable water system, and any forms or reports as required by the Districts including, but not limited to, inspection reports, cross-connection tests, etc., shall be maintained by the Site Supervisor or Purveyor.

9.2 A copy of these Requirements, the Districts' Permits, the Emergency Cross-Connection Response Plan, and the Recycled Water System Operations Manual shall be maintained by the Site Supervisor so that they are available to operating personnel at all times.

9.3 For each site, the Site Supervisor or Purveyor must keep operation and maintenance logs that are available to the Districts. The logs shall include information that will be required for compliance with Permit requirements. This information, such as the monthly volumes of recycled water used at each site, dates of inspections and tests, etc, will be specified by the Districts in the approval letter.

Table 1. Process to Obtain Recycled Water for Direct Users or Purveyors

Process	Applicable Documents or Actions Required	Responsible Entity
Step 1 – Consult with Districts and review Recycled Water Users Handbook	Districts' Recycled Water Users Handbook	Direct User or Purveyor
Step 2 - Prepare draft plans and specifications	California Department of Public Health (CDPH) requirements in California Code of Regulations (CCR) Title 17 and 22[1], Los Angeles County Department of Public Health (LACDPH) Guidelines	Direct User or Purveyor
Step 3 - Draft User Agreement or amendment (if site is not covered under existing agreement)	Districts' User Agreement	Districts / Direct User or Purveyor
Step 4 - Approve User Agreement or Amendment	Present Agreement or Amendment to Districts' Board and governing body of Direct User or Purveyor for approval	Districts / Direct User or Purveyor
Step 5 - Submit Application for recycled water use	Districts' User Application Form	Direct User or Purveyor
Step 6 - Identify distribution issues, verify allowed uses, estimate quantity of water and delivery schedule	Verification of information provided in the Application Form. Send conditional approval in writing with caveat that project commencement is contingent upon Direct User or Purveyor receiving all regulatory approvals.	Districts
Step 7 – Complete California Environmental Quality Act (CEQA) Process	Make sure there is proper CEQA documentation for the site	Direct User or Purveyor
Step 8 – Consult with health agencies *(recommended)*	Describe project and show draft plans to CDPH and LACDPH	Direct User or Purveyor
Step 9 – Finalize and submit plans and specifications	Plans and specifications submitted to LACDPH; LACDPH Cross-Connection Plan Approval Application and fee.	Direct User or Purveyor
Step 10 - Provide materials and/or training to User on proper operation of a recycled water system	Districts' Recycled Water Users Handbook to be provided by Districts; training to be provided by Districts and/or Purveyor (or an other equivalent program can be substituted)	Districts or Purveyor
Step 11 – Consult with Lahontan Regional Water Quality Control Board (LRWQCB) *(recommended)*	Describe project and discuss Engineering Report needs	Direct User or Purveyor

[1] Hhttp://www.cdph.ca.gov/healthinfo/environhealth/water/Pages/Waterrecycling.aspxH.

Table 1. Process to Obtain Recycled Water for Direct Users or Purveyors

Process	Applicable Documents or Actions Required	Responsible Entity
Step 12 – Final plans and specifications	Obtain approval of final plans and specifications from LACDPH	Direct User or Purveyor
Step 13 – Prepare / amend Engineering Report	CDPH *Guidelines for Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water*[2]; Districts' information on water reclamation plants; Direct User or Direct User or Purveyor completes the Engineering Report; the Districts provide information related to treatment facilities; the report must be prepared and stamped by a professional engineer registered in California.	Direct User or Purveyor and Districts
Step 14 – Submit Engineering Report to CDPH and LRWQCB, with copy to Districts	Completed Engineering Report	Direct User or Purveyor
Step 15 – If applicable, submit revised Engineering Report, with copy to Districts	Revisions/additional information may be requested by CDPH and/or the LRWQCB	Direct User or Purveyor
Step 16 – Authorization of project under existing or new LRWQCB permit	Letter or permit	LRWQCB; possibly CDPH and/or LACDPH
Step 17 – Notify Districts of Final Regulatory Approvals	Direct User or Purveyor sends copy of LRWQCB letter or permit to Districts and any other applicable CDPH or LACDPH documents	Direct User or Purveyor
Step 18 – Pre- and post-construction inspections	Contact LACDPH prior to construction to arrange for site inspections, initial cross-connection and backflow prevention device testing; LACDPH Guidelines and Recycled Water System Inspection Report.	Direct User or Purveyor
Step 19 – Approval of final construction	By LACDPH	Direct User or Purveyor
Step 20 – Begin project implementation		Direct User or Purveyor
Step 21 – Submit revised as-built drawings of recycled water distribution system if necessary	Must be provided to LACDPH and Districts if any modifications have been made to original drawings	Direct User or Purveyor

[2] Hhttp://www.cdph.ca.gov/certlic/drinkingwater/Documents/Recharge/ERGUIDE2001.PDFH.

Table 2. Process to Obtain Recycled Water for Users Receiving Water From Purveyors

Process	Applicable Documents *or Actions Required*	Responsible Entity
Step 1 – Consult with Purveyor and review Recycled Water Users Handbook	Districts' Recycled Water Users Handbook	User and Purveyor
Step 2 – Prepare draft plans and specifications	California Department of Health Services (CDPH) requirements in California Code of Regulations (CCR) Title 17 and 22[3], Los Angeles County Department of Public Health (LACDPH) Guidelines.	User or Purveyor
Step 3 – Request for recycled water service	Use recycled water Purveyor's application process	User
Step 4 – Draft User Agreement or amendment (if site is not covered under existing agreement)	Districts' User Agreement or Amendment	Districts / Purveyor
Step 5 – Approve User Agreement or Amendment	Present Agreement or Amendment to Districts' Board and governing body of Purveyor for approval	Districts / Purveyor
Step 6 – Submit Application for recycled water use to Districts	Districts' User Application Form	Purveyor
Step 7 – Identify distribution issues, verify allowed uses, estimate quantity of water and delivery schedule	Verification of information provided in the Districts' User Application Form. Send conditional approval in writing with caveat that project commencement is contingent upon Direct User or Purveyor receiving all regulatory approvals.	Districts
Step 8 – Draft contract or amendment or other legal control mechanism (if site is not covered under existing contract or control mechanism)	Contract, contract amendment, or control mechanism between Purveyor and User	Purveyor and User
Step 9 – Approve contract or amendment or other legal control mechanism (if site is not covered under existing contract or control mechanisms)	Purveyor and User authorize contract, contract amendment, or control mechanism	Purveyor and User
Step 10 – Complete California Environmental Quality Act (CEQA) Process	Make sure there is proper CEQA documentation for the site	Purveyor and User
Step 11 – Consult with health agencies *(recommended)*	Describe project and show draft plans to CDPH and LACDPH	Purveyor
Step 12 – Finalize and submit plans and specifications	Plans and specifications submitted to LACDPH; LACDPH Cross-Connection Plan Approval Application and fee	Purveyor

[3] Hhttp://www.cdph.ca.gov/healthinfo/environhealth/water/Pages/Waterrecycling.aspxH.

Table 2. Process to Obtain Recycled Water for Users Receiving Water From Purveyors

Process	Applicable Documents *or Actions Required*	Responsible Entity
Step 13 – Provide materials and/or training to User on proper operation of a recycled water system	Districts' Recycled Water Users Handbook and training to be provided by Purveyor (the Districts' training program or another equivalent program can be substituted)	Purveyor
Step 14 – Consult with Lahontan Regional Water Quality Control Board (LRWQCB) *(recommended)*	Describe project and discuss Engineering Report needs	Purveyor
Step 15 – Final plans and specifications	Obtain approval of final plans and specifications from LACDPH	Purveyor
Step 16 – Prepare / amend Engineering Report	CDPH *Guidelines for Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water*[4]; Districts' information on water reclamation plants; Purveyor completes the Engineering Report; the Districts provide information related to treatment facilities; the report must be prepared and stamped by a professional engineer registered in California.	Purveyor and Districts
Step 17 – Submit Engineering Report to CDPH and LRWQCB, with copy to Districts	Completed Engineering Report	Purveyor
Step 18 – If applicable, submit revised Engineering Report, with copy to Districts	Revisions/additional information may be requested by CDPH and/or the LRWQCB	Purveyor
Step 19 – Authorization of project under existing or new LRWQCB permit	Letter or permit	LRWQCB; possibly CDPH and/or LACDPH
Step 20 – Notify Districts of Final Regulatory Approvals	Purveyor sends copy of LRWQCB letter or permit to Districts and any other applicable CDPH or LACDPH documents	Purveyor
Step 21 – Pre- and post-construction inspections	Contact LACDPH prior to construction to arrange for site inspections, initial cross-connection and backflow prevention device testing; LACDPH *Guidelines and Recycled Water System Inspection Report*	Purveyor
Step 22 – Approval of final construction	By LACDPH	Purveyor
Step 23 – Begin project implementation		Purveyor and User
Step 24 – Submit revised as-built drawings of recycled water distribution system if necessary	Must be provided to LACDPH and Districts if any modifications have been made to original drawings	Purveyor

[4] Hhttp://www.cdph.ca.gov/certlic/drinkingwater/Documents/Recharge/ERGUIDE2001.PDFH.

THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF RECYCLED WATER

This Third Amendment to the Agreement for Purchase and Sale of Recycled Water ("**Third Amendment**") is dated _____ ("**Third Amendment Date**") and is between County Sanitation District No. 20 of Los Angeles County (the "**Sanitation District**"), and the Palmdale Water District ("**PWD**"). The Sanitation District and PWD are referred to in this Amendment individually as a "**Party**" and collectively as the "**Parties**."

Effective October 26, 2016, the Parties entered into an Agreement for Purchase and Sale of Recycled Water ("**Agreement**"). Effective September 23, 2019, the Parties entered into the First Amendment to the Agreement ("**First Amendment**") to extend certain milestone deadlines necessary to maintain PWD's Recharge and Purple Pipe Allotments. Effective October 14, 2021, the Parties entered into the Second Amendment to the Agreement ("**Second Amendment**") to further extend certain milestone deadlines by an additional two years and extend the timeframe for the mandatory minimum payments owed to the Sanitation District. All capitalized terms used in this Third Amendment will have the same meaning as in the Agreement, unless specifically defined below.

Since the Second Amendment, PWD has revised the "Recharge Project" and the Authority voted to suspend the Purple Pipe Project. PWD is currently pursuing an indirect potable reuse project, commonly known and referred to as the Pure Water Antelope Valley Project. The general purpose of the Pure Water Antelope Valley Project is to facilitate and achieve water reuse by employing advanced recycled water purification and direct injection processes with the intent to recharge the underlying groundwater. PWD has relinquished the Purple Pipe Project in favor of this Pure Water Antelope Valley Project. For purposes of the Agreement and this Third Amendment the Pure Water Antelope Valley Project will henceforth be referred to as the "**Recharge Project**".

The purpose of the Third Amendment is to update Agreement timelines in accordance with the proposed Recharge Project details and estimated schedule. The Parties agree that the Third Amendment does not propose a net increase in the quantity of recycled water available for delivery to PWD. The Third Amendment will hereby defer specified Agreement timelines and consolidate the Agreement's two allotments into one quantity of 5,325 AFY.

In support of the Recharge Project, PWD intends to develop, construct and operate an Advanced Water Treatment Demonstration Facility ("**Demonstration Facility**") for the purposes of promoting public outreach, optimizing the advanced water purification process for full scale treatment, and facilitating operator training for the Recharge Project. PWD has secured funding from Antelope Valley Integrated Regional Water Management Planning efforts for the pipeline that will deliver recycled water withdrawn from the Plant to the Demonstration Facility.

During the planning, design and construction phases for a future full scale facility, after applicable details of the Recharge Project are known, the Parties intend to discuss the details regarding the Recharge Project and potential subsequent agreements including, without

limitation, recharge permitting requirements, modifications to existing treatment programs, property lease, and other project activities.

The Parties therefore amend the Agreement as follows:

1. Recital E of the Agreement is hereby deleted in its entirety and replaced by the following:

> "PWD's Recharge Project. PWD is an irrigation district formed under Division II of the California Water Code. PWD is pursuing a project, the Pure Water Antelope Valley Project ("**Recharge Project**"), which is intended to include the operation of an advanced treatment facility and related facilities and components to treat recycled water withdrawn from the Plant to a level and quality that would allow for direct injection of the resulting product water into the underlying aquifer of the Antelope Valley Groundwater Basin. Construction and operation of the Recharge Project is subject to entitlement, agency approvals and regulatory permitting."

2. Recital F. of the Agreement is hereby deleted in its entirety and replaced by the following:

> "PWD's Intended Recharge Use. PWD intends to implement the Recharge Project in late 2028, pending all applicable project approvals including, without limitation, approval by the State and the California Regional Water Quality Control Board, Lahontan Region ("**Regional Board**"). PWD proposes the advanced treatment of approximately 5,325 AFY of recycled water drawn from the Plant, but actual usage will be contingent upon final entitlement, permitting and regulatory approvals. Separate agreements between the Sanitation District and PWD may be necessary in the future to address requirements for the use of recycled water for groundwater recharge, including, without limitation, source control, monitoring and/or reporting agreements memorializing the requirements applicable after the groundwater recharge permit is issued."

3. Remove the phrase "and the Purple Pipe Project" from Recitals J and K.

4. Section 5.1 and its subsections of the Agreement are hereby deleted in their entirety and replaced with the following:

> "Allotment: The Sanitation District shall make available to PWD certain amounts of recycled water produced at the Plant from which PWD may draw ("Allotment"). PWD shall not draw more than 5,325 AFY."

5. Section 5.8.A of the Agreement is hereby deleted in its entirety and replaced with the following:

> "A. Milestone 1 (Begin Operation of Demonstration Facility): Within 10 years after the Effective Date of this Agreement, PWD must begin operation of the Demonstration Facility that will use recycled water under this Agreement."

6. Sections 5.11, 5.12, and 5.13 of the Agreement are hereby deleted in their entireties.

7. Section 5.15 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "Mandatory Minimum Annual Payment: There is no mandatory minimum volume that PWD must withdraw from the Plant. However, in order to maintain the allotment established under this Agreement, PWD must pay the Sanitation District a minimum payment for each fiscal year, starting with the fiscal year ending June 30, 2030, regardless of whether or not recycled water is drawn by or delivered to PWD. The minimum payment is equivalent to the payment that would be due for 4,000 AFY of recycled water under this Agreement."

Nothing in this Third Amendment shall be construed as limiting or otherwise changing the rights and discretion of the Sanitation District under Subsections A through D of Section 5.15 of the Agreement.

8. Section 7.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "Point of Compliance of Water Quality: The point of compliance for determining whether the recycled water provided by the Sanitation District meets the Requirements will be immediately after the final treatment process at the Plant. Recycled water used for direct injection must meet the then current requirements contained in California Code of Regulations Title 22, Division 4, Chapter 3, Article 5.2: Indirect Potable Reuse: Groundwater Replenishment – Subsurface Application as that section may be amended or replaced, and requirements identified in the applicable groundwater recharge permit issued by the Regional Board."

9. Except as explicitly stated above, no other provisions of the Agreement are being modified by this Third Amendment. All provisions of the Agreement, as amended by the First Amendment and Second Amendment, not otherwise modified or replaced herein shall remain in full force and effect.

10. This Third Amendment can be executed in duplicate counterpart originals, one for each Party, and each duplicate original can be deemed to be an original, but all of which will constitute one and the same agreement.

The Parties are signing this Third Amendment to be effective as of the Third Amendment Date stated above.

PALMDALE WATER DISTRICT

By: _____
Chair, Board of Directors

Dated: _____

ATTEST:

By: _____
Secretary to the Board

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Palmdale Water District Counsel

COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY

By: _____
Chair, Board of Directors

Dated: _____

ATTEST:

By: _____
Secretary to the Board

APPROVED AS TO FORM:
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____
County Sanitation District Counsel

P A L M D A L E W A T E R D I S T R I C T

B O A R D M E M O R A N D U M

DATE: August 30, 2023 **September 11, 2023**

TO: BOARD OF DIRECTORS **Board Meeting**

FROM: Mr. Scott Rogers, Engineering Manager

VIA: Mr. Dennis D. LaMoreaux, General Manager

RE: ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN, PERMITTING, AND CONSTRUCTION OF THE PALMDALE DITCH CONVERSION WITH HAZEN AND SAWYER, P.C. ($2,800,000.00 – NOT-TO-EXCEED - BUDGETED – WORK ORDER NO. 21-613 – ENGINEERING MANAGER ROGERS)***

Recommendation:

Staff recommends that the Board authorize staff to negotiate and enter into a Professional Services Agreement with Hazen and Sawyer, P.C. for the Design, Permitting, and Construction of the Palmdale Ditch Conversion in the not-to-exceed amount of $2,800,000.00.

Alternative Options:

The alternative is to not award a Professional Services Agreement for the District's Palmdale Ditch Conversion Project.

Impact of Taking No Action:

The potential impact of taking no action would result in the loss of grant funding by not meeting the timeline requirements of the District's $22,580,000.00 in grants from the U.S. Bureau of Reclamation and the California Department of Water Resources. The design, permitting, and construction contracts must be completed by December 31, 2025 for the State funding agreement and within three years from the execution date of the Federal grant agreement.

Background:

The 8.5-mile-long Palmdale Ditch conveys flow from the Littlerock Reservoir to Lake Palmdale for treatment prior to being distributed within the service area. The Ditch was constructed in the 1880s and approximately 30 percent of the Ditch has been previously improved with concrete lining and/or has been enclosed with pipelines in past years. The remaining 70 percent is currently an unlined earthen ditch, which causes water loss through seepage, evapotranspiration, and overspill. Since 2010, the average water loss has been about 800 acre-feet annually, or enough water for 1,372 Palmdale households with four people.

The District has secured a $5 million grant from the U.S. Bureau of Reclamation and a $17.58 million grant from the California Department of Water Resources for converting the century-old Palmdale Ditch to a closed pipeline. In addition to reducing water loss, there are many other benefits, including making it safer for the crew to maintain, reducing sediment entering Lake Palmdale from the Ditch, and increasing the flow rate to 60 cubic feet per second (cfs) rather than the current 20 cfs.

Staff issued the Request for Proposals (RFP) on June 27, 2023 for professional services for the Design, Permitting, and Construction of the Palmdale Ditch Conversion. The District received one proposal from Hazen and Sawyer, P.C. (H&S) and two no responses from Kennedy Jenks Consultants, Inc. and Woodard & Curran, Inc. District staff reviewed the single proposal, and it is responsive based on industry percentages of construction costs (see below):

DESIGN FEE AND JUSTIFICATION				
Description	PWD Project Cost	Percent of Construction Total		Comment
		Current Base Fee	Industry Targets	
PWD Construction Cost (Stantec)	$22,580,000	-	-	Contruction Cost Est. (Stantec Report in 2022 Dollars)
Engineering Fee Only	$1,807,236	8%	8-18%	Est. Engineering fee of $2M based on Stantec report
Subconsultant - Environmental Fee	*$318,229*	-	-	*Est. Environmental fee of $980K based on Stantec report*
Subconsultant - Surveying Fee	*$197,721*	-	-	
Subconsultant - Geotechnical Fee	*$71,510*	-	-	
Design as a Percent of Construction Cost:	$2,535,206	11%	10-12%	Fee as Percentage of Construction (2023 Dollars) includes as subconsultant costs

District staff provided comments and requested additional requests to H&S on August 17, 2023. H&S is expected to revise and resubmit the Scope of Work and Fee Estimate by September 12, 2023.

Strategic Plan Initiative/Mission Statement:

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

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

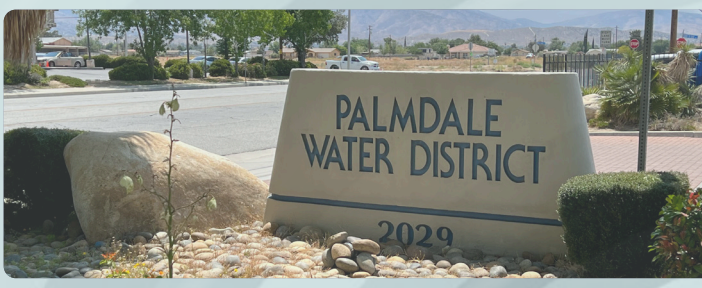
Budget:

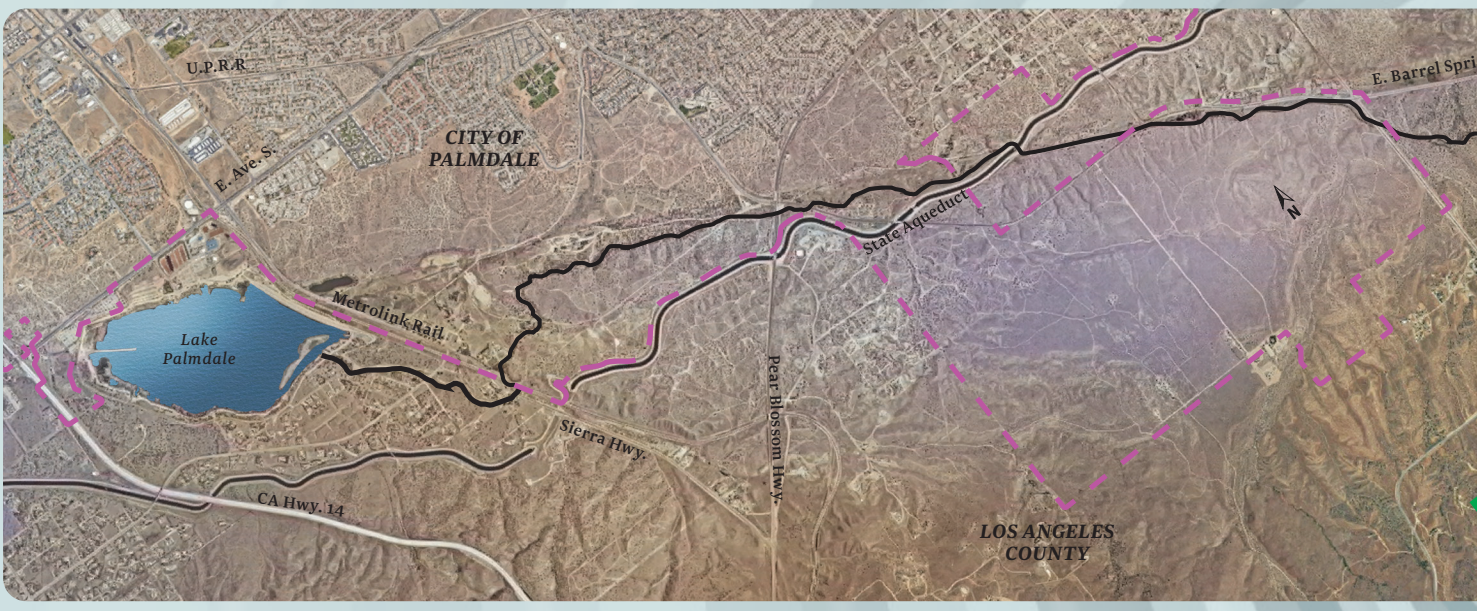
This item is budgeted and will be covered as part of Work Order No. 21-613.

Supporting Documents:

- Hazen and Sawyer, P.C. – Proposal and Fee Estimate

PALMDALE WATER DISTRICT
A CENTURY OF SERVICE





Proposal for

Professional Services for the Design, Permitting, and Construction of the Palmdale Ditch Conversion

August 3, 2023

Hazen

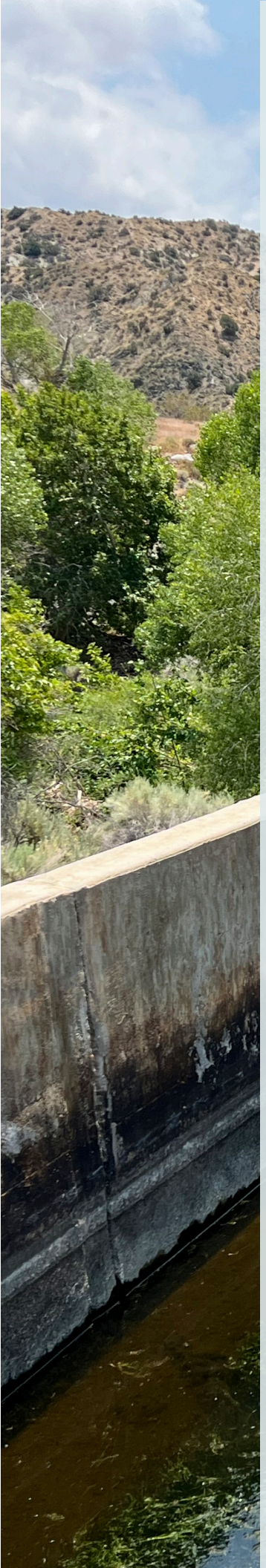


Table of Contents

Appendices

CONCEPTION TO COMPLETION

Section A:

Letter of Introduction

Hazen

August 3, 2023

Palmdale Water District
Attention: Kevin Yao, PE, Senior Engineer
2029 East Avenue Q
Palmdale, CA 93550
kyao@palmdalewater.org

RE: Palmdale Water District Professional Services for The Design, Permitting, and Construction of The Palmdale Ditch Conversion

Dear Mr. Yao,

Palmdale Water District (PWD) has been proactively developing the concept of a pipeline enclosure of your existing Palmdale-Littlerock Ditch (Ditch) to improve PWD's water reliability and resiliency against drought and climate change. The Palmdale Ditch Conversion Project (Project) will allow PWD to supplement your water supply at Lake Palmdale during excess capacity years by enclosing the remaining 7.2 miles of the Ditch that conveys water from Littlerock Reservoir to Lake Palmdale, with a new 48-inch diameter pipeline.

PWD recently secured the full federal and state funding for this project which requires that the Project be constructed within three years from notice to proceed. By selecting Hazen to complete the design of the Project, PWD will benefit from a trusted partner that brings similar ditch enclosure experience involving large-diameter pipelines across challenging terrain to meet this schedule challenge. Hazen offers a proven project management team with similar large-diameter conveyance experience supported by our local subconsultants who bring site-specific knowledge of the Project area.

Hazen is your committed partner in delivering the Project from concept to completion.

HAZEN TEAM INFORMATION

Areas of Experience:

- Planning
- Design
- CEQA/NEPA
- Funding
- Permitting
- Condition Assessment
- Rehabilitation and Construction
- Trenchless Design

Subconsultants:

- Arrow Engineering Corp. (AESI)
- Bruin Geotechnical Services, Inc.
- C Below, Subsurface Imaging Inc.
- National Plant Services, Inc. (NPS)
- Rincon Consultants, Inc.

Key Staff:

- Marc Solomon - Principal in Charge
- Ben Romero - Project Manager
- Jerimy Borchardt-Design Manager
- Ethan Ford - Technical Advisor, QA/QC

Percentage of Base Fee:

• Hazen	=	72.6%
• Rincon	=	12.6%
• AESI	=	7.8%
• Bruin	=	2.8%
• NPS	=	2.6%
• C Below	=	1.6%
Total	=	100%

Hazen can meet the requirements of the RFP and the Professional Services Agreement.

Addendum #1 Received July 20, 2023

1014-590

We have assembled a highly qualified veteran team that is ideally suited for this project based on the following:

Experienced Leadership You Can Trust. The Hazen team will be led by Project Manager Ben Romero, an industry conveyance expert with 29 years of experience delivering large-diameter pipelines like the PWD Ditch Conversion Project. Design Manager Jerimy Borchardt has worked with Ben for the past 16 years, and together they have delivered more than ***230 miles of pipelines***, including a similar large-diameter canal enclosure project in Salt Lake City, Utah. Ben and Jerimy will work collaboratively with PWD PM, engineering staff, operations, and other stakeholders throughout the project to ensure the Project is delivered on budget and schedule.

A Proven Project Management Team Who Sees the Big Picture. Hazen has assembled an experienced and highly qualified cohesive team of experts with proven knowledge in pipeline planning, condition assessment, design, and construction, including environmental clearance and permitting, with proven expertise and experience working together on similar projects such as:

- ***Palmdale Water District*** - Palmdale Ditch Conversion Feasibility Study
- ***Metropolitan Water District Salt Lake & Sandy*** – Salt Lake Aqueduct Replacement - Cottonwood Connector Project

Our team brings a strong understanding of how to ***"think outside the box"*** to develop feasible technical solutions that realize cost savings to the Project without sacrificing quality or introducing project risk.

A Collaborative Team that Delivers Results. We provide an effective collaborative commitment to building successful relationships with PWD staff, permitting agencies, including other key stakeholders to foster early engagement and develop flexible solutions that address their individual concerns while overcoming the project challenges that will achieve the project's overall goals.

Environmental Process and Managing the Schedule. This project requires a highly qualified environmental team with direct experience and knowledge of the highest-risk environmental and permitting topics to meet the schedule. Our management team and technical experts have a proven track record and a history of success that can be trusted to deliver.

We understand the key project challenges and have developed strategic approaches to effectively address each of them to deliver this ditch conversion project successfully. We recognize the importance of meeting the schedule and have tried to demonstrate in our proposal that we are ready, understand the approach needed, and have the team to get the District across the finish line. Should you have any questions regarding our proposal, please contact Ben Romero at 916-296-6634 or bromero@hazenandsawyer.com.

Sincerely,

Hazen and Sawyer

Ben Romero, PE
Project Manager
Vice President

Marc Solomon, PE, BCEE, W.DRE
Principal-in-Charge
Vice President

1014-590

Section B:

Profile of the Firm

Section B: Profile of the Firm

PWD is a top-priority client and needs a top technical consultant to successfully deliver this project.

Hazen has a strong reputation for technical excellence and timely delivery, serving cities, counties, municipalities, and districts just like PWD. We offer innovative solutions, valuable lessons learned from past projects, and a collaborative approach critical to deliver the Project. Our core team is supplemented with national experts to provide the best individual for each project role.

Hazen

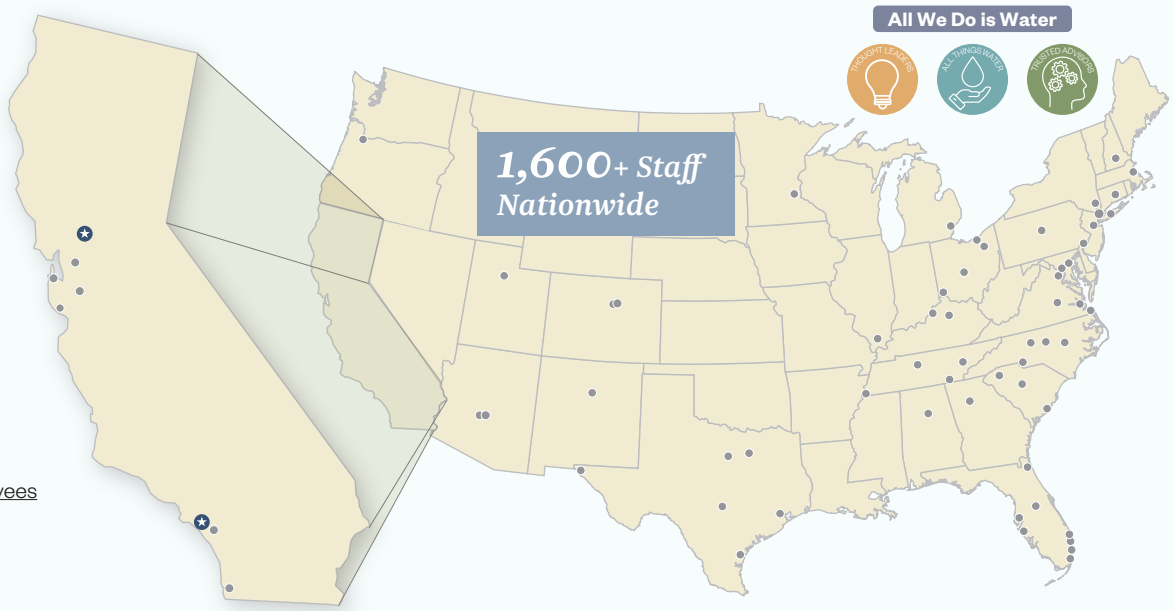
Since 1951 Hazen and Sawyer has been focused on **"All Things Water."**

The Engineering News-Record (ENR) ranked Hazen #10 water firm in 2022

ENR Top Firm

Office Location	Employees
✪ Los Angeles	29
✪ Sacramento	10
• Concord	8
• Irvine	25
• San Diego	34
• San Francisco	19
• San Jose	1
• Santa Rosa	1

✪ Staffing for this project will come primarily from the Los Angeles and Sacramento offices.



Financial Stability
Hazen and Sawyer is a professional corporation wholly owned by employees of the firm. During its more than 70 years of existence, it has consistently operated profitably. The firm is in a strong financial position in its industry and there are no unique risks which would affect its continued existence.
Dun & Bradstreet Identification No. 06-496-6138

LITIGATION HISTORY

Case Name	Description	Date of Action	Date Closed	Outcome
R. J. Sullivan Corp., a Florida Corporation v. Hazen and Sawyer, P.C..	City of Plantation requested Hazen to investigate excessive noise from Contractor-selected pumps. Hazen determined pump manufacturer bearing issues. Contractor sued Hazen.	5/7/14	8/29/18	Judgment against Hazen
The City of High Point, North Carolina v. Suez Treatment Solutions, Inc., Fidelity and Deposit Company of Maryland and CPPE Carbon Process & Plant Engineering, S.A. and Suez Treatment Solutions, Inc., v. Hazen and Sawyer, P.C.	Suez, a contractor for the City of High Point, brought a third party suit against Hazen and Sawyer in connection with H&S' engineering design services for the City.	7/24/19	05/18/22	Settled
Marc Fodera against The City of New York, The New York City Department of Environmental Protection, The New York City Department of Sanitation and Northeast Remsco Construction, Inc. against Hazen & Sawyer, PC, Bidwell Environmental, LLC and Barbaro Electric Co. Inc	Mr. Fodera, an employee of Barbaro Electric, alleges he tripped and fell on a drainpipe at the Gowanus Canal site.	7/26/17	08/02/22	Settled
Scott Baptiste and Elizabeth Baptiste against The City of New York and A.J. Pegno Construction Corp./Tully Construction Company Inc. a joint venture against Hazen and Sawyer, P.C., Malcolm Pirnie, Inc. Individually and Hazen and Sawyer, P.C./Malcolm Pirnie, inc., a joint venture	Hazen and Sawyer is a third-party defendant brought into this claim by the Pegno/Tully joint venture. Pegno/Tully alleges that Hazen's inspection of the jobsite was negligent and contributed to a Scott Baptiste's alleged injury.	12/13/13	Pending	Pending
Michael Patrick Corbett, Jr. and Lisa Corbett against Skanska USA, Inc., Hazen & Sawyer, AECOM USA, Inc., and ARCADIS U.S., Inc	Michael Corbett an employee of the City of New York alleges he contracted a bronchial infection while working at the Croton Filtration Plant from 2012 through February 2016.	2/15/19	Pending	Pending
Gregory Bowman against City of New York, Skanska-Picone, J.V. and Hazen and Sawyer.	Gregory Bowman an employee of Ward Electric alleges he was struck by a cabinet unit at the 26th Ward WWTP.	11/13/19	Pending	Pending

1014-590

Allen Hazen literally 'wrote the book' on hydraulics, and Hazen and Sawyer proudly continues this legacy through planning, designing, and constructing large-diameter water conveyance projects across the country.

Pipeline Design Experience

Hazen's reputation is deeply rooted in delivering quality projects based on technical expertise and experience. The experience matrix below lists some of our pipeline design firm experience of similar size and services to the PWD Ditch Conversion. The following pages contain detailed project descriptions for the required three firm projects.

Our project team brings significant personal experience with large-diameter pipe design and construction beyond what is shown in the table below. The diversity of our team's personal experience enhances the firm experience; all team members are currently working together on the SLAR-CC project for MWDSLS, and we are all ready, available, and excited to bring that experience to your project.

Selected Pipeline Projects Complete in the Last Five Years


Planning


Design


Construction Support

PROJECT	Diameter (inches)	Length (feet)	Condition Assessment	Permitting, Environmental Clearance, & Approvals	Preliminary Design Reports	Cost Estimating	Engineering Design/Analysis	Final Design (Plans, Specs, ROW, Legal & As-builts)	Project Scheduling	Field Investigations	Seismic Sensitive Area	Engineering Services During Construction	Trenchless	Constructability
Yadkin Regional Water Supply Project, Union County, NC	**42 to 54**	**153,120**		■	■	■	■	■	■	■		■	■	■
Salt Lake Aqueduct Replacement - Cottonwood Connector, Cottonwood Heights, UT	**36 to 72**	**20,400**		■	■	■	■	■	■	■	■			■
MWRA Section 53/99 Pipeline Improvements, Massachusetts Water Resources Authority, MA	**24 to 48**	**11,200**	■	■	■	■	■		■	■		■	■	■
Little River Raw Water Transmission, City of Durham, NC	54	11,000		■	■	■	■	■	■	■				
Otay 2nd Pipeline Phase 3 Replacement, San Diego, CA	42	20,400	■	■	■	■	■	■	■	■	■	■	■	■
Greensboro Raw Water Transmission Main, City of Greensboro, NC	24 to 36	74,000		■			■	■	■	■		■		
North Macklenburg Water Mains, Charlotte-Macklenburg Utilities, NC	24 & 36	30,000		■	■	■	■	■	■	■		■		
Johnston Road Water Mains, Charlotte-Macklenburg Utilities, NC	12 & 36	12,700		■	■	■	■	■	■	■		■		
Hillsborough St. Transmission Main, City of Raleigh, NC	36	5,000		■	■	■	■	■	■	■		■		
La Brea Transmission Main and Groundwater Supply Project, City of Beverly Hills, CA	16 to 18	20,000	■	■	■	■	■	■	■	■	■	■	■	■

***The first three projects listed above are presented in detail in Section C: Qualifications of the Firm.**

1014-590

Teamwork Spotlight

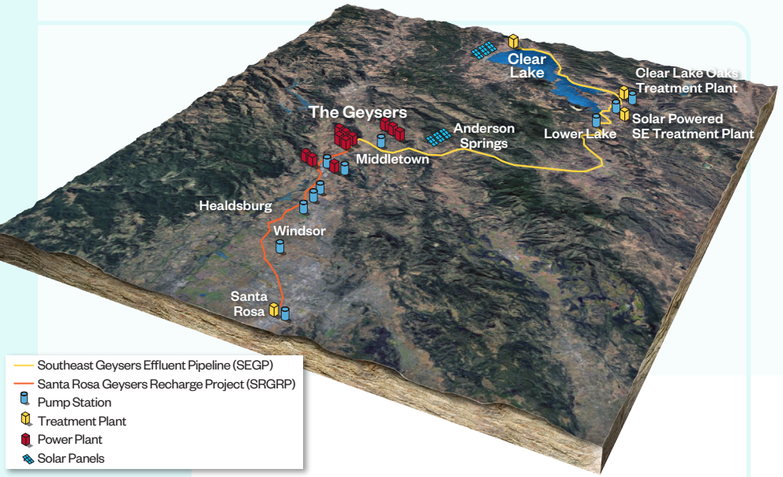
"Leadership is the capacity to translate vision into reality" -Warren Bennis

The leadership team of Ben Romero, Marc Solomon, and Jerimy Borchardt bring experience and expertise in all phases of project delivery, from ***conception to completion*** — planning and permitting through design, construction, and operation. They will lead the team to make the District's vision of creating a reliable water conveyance system.

CONCEPTION TO COMPLETION

Trusted Leadership

Marc Solomon is a familiar face you've worked with and know will keep your project running smoothly. Marc is an accomplished ***principal in charge*** with experience in all phases of project planning, environmental permitting, design, system modeling, system controls, construction management, and operational reliability.



The Geysers Project received many awards for excellence, including an ACEC California Honor Award, and Water Reuse Project of the Year.

The Geysers Recharge Program - Healdsburg Pipeline, *Santa Rosa, CA*

Ben and Marc worked collaboratively with the client to deliver a cross-country, multi-jurisdictional large pipeline project on-time and on-budget.

This innovative project teamed Marc and Ben together for the first time. Their respective firms were responsible for planning, design, and construction.

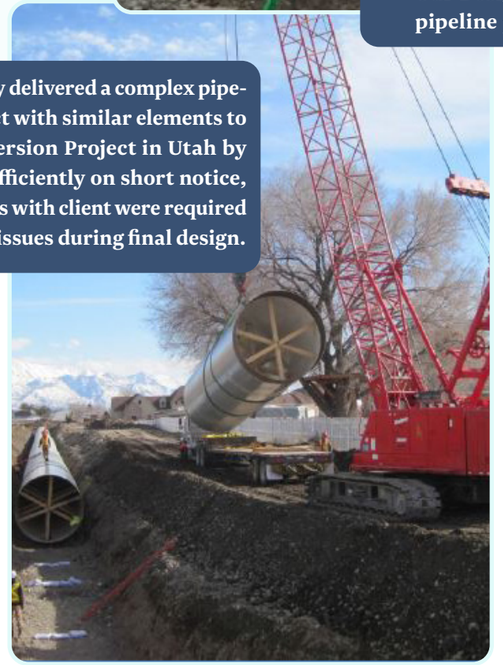
Santa Rosa has one of California's most extensive agricultural recycled water programs, delivering Title 22 recycled water to local farmers through a piping network that starts at the wastewater treatment plant. To diversify and become less weather-dependent, the city undertook a $250M project connecting Santa Rosa and "The Geysers," allowing for up to 40-mgd of recycled water to be delivered to agricultural lands. The Project conveys an average daily flow of 16-mgd of recycled water through 40 miles of large pipeline and five booster pump stations to the Geysers steam fields 3,000 feet above Santa Rosa.

As ***project manager***, Ben Romero is committed to making PWD's Project a success. He has established a reputation for effective and collaborative leadership. Ben's leadership coupled with his technical expertise and strong communication skills will ensure efficient, smooth, and successful project delivery of the Palmdale ditch conversion.

As an experienced ***design manager***, Jerimy Borchardt knows that every project presents its own set of unique challenges. However, the Hazen design team he and Ben have curated for your Ditch Conversion, bring significant resources and experience in condition assessment, rehabilitation, planning, and detailed design of pipelines and will address challenges with a comprehensive and responsive approach providing Palmdale with the best-value delivery.

Our Design Team knows how to successfully deliver large-diameter pipeline projects and is ready to serve as an extension of your staff.

Ben and Jerimy successfully delivered a complex pipeline canal enclosure project with similar elements to the Palmdale Ditch Conversion Project in Utah by responding quickly and efficiently on short notice, when a face to face meetings with client were required to address critical project issues during final design.



Provo Reservoir Canal Enclosure (PRCE), *Provo River Water Users Association, UT*

Ben and Jerimy worked together to deliver a complex large-diameter canal conversion involving multiple stakeholders and permitting agencies.

Ben and Jerimy were key team members of the design and engineering of the $134 M PRCE project. The project involved enclosing the Provo Reservoir Canal with a 20-mile pipeline from 132 to 144 inches in diameter. The Seismic design practices were considered, and the pipeline is designed to operate at pressures up to 40 psi. Additionally, the project included over 9,000 feet of 12-foot and 11-foot-diameter inverted siphons and the relocation of utilities at all canal street crossings. Other project features included a railroad crossing, slip lining of an existing 90-inch-diameter RCP pipe under a major freeway, flow control and turnout structures, air valve vaults, blow-off structures, turnout structures, and other pipeline appurtenances.

1014-590

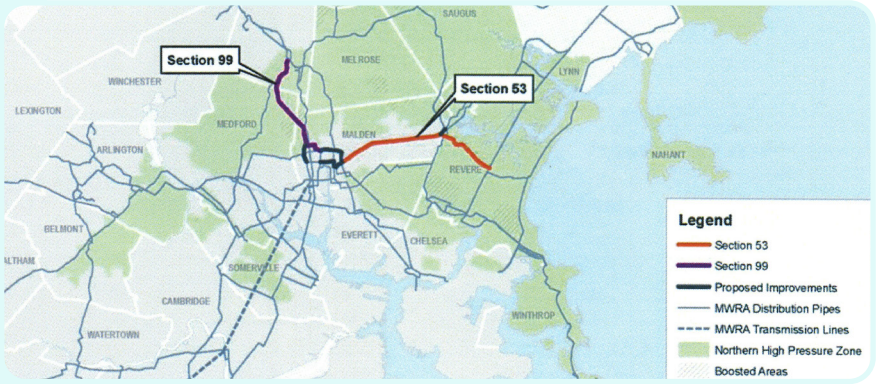
Section C:

Qualifications of the Firm

Section C: Qualifications of the Firm

Our team's proven experience on similar large diameter pipeline design projects ensures development of a cost-effective, innovative, and timely project for the District.

To accomplish this goal, we offer a veteran team with command of the technological and regulatory requirements for planning, designing, and constructing major water supply systems. All key team members have worked or are currently working together on similar projects (as highlighted below). They also know how to deliver a large diameter pipeline projects involving miles of rural topography, geology, potential environmentally sensitive areas, multiple permitting agencies, stakeholders, and can deliver solutions that work within the existing project easement right of way.



Section 53 and 99 Pipeline Improvements Design and Engineering Services During Construction

Massachusetts Water Resources Authority
Various Locations, MA

Sections 53 and 99 are critical infrastructure within the Massachusetts Water Resources Authority's (Authority) overall water distribution system. Increasing demand places stress on this part of the system and contributes to several hydraulic bottlenecks. This project will improve the hydraulic capacity and reliability of the Authority's Northern High-pressure zone by rehabilitating existing pipe segments in Section 53 and installing new pipeline sections connecting to Section 53 and 99 water systems.

This project includes condition assessment and rehabilitation of 4,500 feet of 24-inch-diameter transmission main pipeline, design, and construction of 6,100 feet of new 48-inch-diameter transmission main pipeline. Hazen will complete comprehensive pipeline routing alternatives analysis, condition assessments, hydraulic modeling analysis, preliminary design, and final design contract documents of new and rehabilitated large-diameter water main pipelines to ensure the project goals are met, and a successful project is implemented and completed to meet all stakeholder expectations. Hazen will provide engineering services during the construction of the project.

Pipeline Diameter: **24" and 48" transmission main pipeline**

- ✓ **Large-Diameter Pipeline Planning, Design, and Construction**
- ✓ **Condition Assessment an Rehabilitation**
- ✓ **Permitting**

Total Construction Cost: **$51.5 M**

Hazen Fee: **$4.9 M**

Hazen Responsible for **60%** of work

Project Dates: **February 2020- September 2027**

Key Staff:
Ben Romero - Design Manager/Lead Project Engineer; **Jerimy Borchardt** - Project Engineer; **Adam Brown** - Project Engineer; **Kim Hanson** - Trenchless Design Engineer; **Eric Neill** - Project Engineer

Number of Staff Available: **Five staff available at 10% time commitment**

Schedule and Budget Impacted by COVID
Budget increased to accommodate additional tasks

Why This Experience Matters to Palmdale:

- **Public outreach support**
- **Pipeline routing alternatives analysis, preliminary design, final design**
- **Surveying and mapping**
- **Utility research, investigations and potholing**
- **Geotechnical investigations and data report**
- **Corrosion investigations and analysis**
- **Hydraulic and surge analysis**
- **Condition assessment investigation and rehabilitations evaluations**
- **Cost Estimating**

1014-590

Yadkin Regional Water Supply Project

Union County Public Works, NC

This $150 million design-build project includes a raw water pump station to supply UCPW's new 14 mgd water treatment facility with build-out capacity of 35 mgd via ***30 miles of 42-inch and 54-inch-diameter welded steel pipe***.

Hazen is the design engineer of record for this critical conveyance project, and is also providing construction services. The extensive raw water transmission main traverses urban and rural areas and includes multiple road, river, and stream crossings and over 250 easements. Hazen completed detailed routing analysis and environmental review and permitting for wetland mitigation.

Pipeline Diameter: **42" and 54" welded-steel transmission main pipeline**

- ✓ **Large-Diameter Pipeline Planning, Design, and Construction**
- ✓ **Permitting**
- ✓ **Environmental/Cultural Resources Compliance**

Total Project Cost: **$150 M**

Hazen Design Fee: **$10.7 M**

Hazen Responsible for **70%** of work

Project Dates: **September 2018 - August 2023**

Key Staff:
Ben Romero - Technical Advisor; **Jerimy Borchardt** - Project Engineer for Services During Construction; **Kim Hanson** - Trenchless Design Engineer

Number of Staff Available: **Three staff available with no commitment since project is near completion.**

- ✓ **On Time**
- ✓ **On Budget**

Why This Experience Matters to Palmdale:

- **Public outreach support**
- **Pipeline routing alternatives analysis, preliminary design, final design**
- **Surveying and mapping**
- **Utility research, investigations and potholing**
- **Geotechnical investigations and data report**
- **Corrosion investigations and analysis**
- **Hydraulic and surge analysis**
- **Condition assessment investigation and rehabilitations evaluations**
- **Pipe materials and coatings evaluation**
- **Trenchless evaluation and design**
- **Multiple stakeholder coordination**
- **Environmental Compliance and Permitting**
- **Cost Estimating**
- **Engineering services during construction**

1014-590

Salt Lake Aqueduct Replacement - Cottonwood Connector Project

Metropolitan Water District of Salt Lake & Sandy (MWDSLS), UT

The Cottonwoods Connection Project is a collaboration between MWDSLS and the Salt Lake City Department of Public Utilities (SLCDPU) to provide a resilient water supply system with additional capacity and flexibility to exchange water supplies between the two agencies.

Hazen is leading planning and design for approximately 7,600 LF of 36-inch welded steel pipe and 13,800 LF of 60-, 66-, 69-, and 72-inch welded steel pipe. Planning included extensive hydraulic analysis to 'right size' the pipe to accommodate short-term raw water transfers and future finished-water use, including surge analysis. Alignment refinement within the existing corridor was required where the new pipeline parallels the existing 69-inch Salt Lake Aqueduct. The project includes a geotechnical investigation and geohazard identification within ***active fault zone crossings***, creek crossing, state highway crossing (Wasatch Boulevard), steep terrain, ***slope stability challenges***, established urban development, and connections to several existing water treatment and finished water storage facilities.

Pipeline Diameter: **36", 60", 66", 69", and 72" welded steel pipeline**

- ✓ **Large-Diameter Pipeline Planning, Design, and Construction**
- ✓ **Seismic Sensitive Design**
- ✓ **Permitting**
- ✓ **Environmental/Cultural Resources Compliance**

Total Project Cost: **$48 M**

Hazen Design Fee: **$2.4 M**

Hazen Responsible for **50%** of work

Project Dates: **June 2022 - April 2026**

Key Staff:
Ben Romero - Principal in Charge; **Jerimy Borchardt** - Design Manager; **Ethan Ford** - Design Lead; **Adam Brown** - Project Engineer; **Eric Neill** - Pipeline Design and Hydraulics

Number of Staff Available: **Five staff available with 10% commitment.**

- ✓ **On Time**
- ✓ **On Budget**

Why This Experience Matters to Palmdale:

- **Public outreach**
- **Pipeline routing alternatives analysis, preliminary design, final design**
- **Surveying and mapping**
- **Utility research, investigations, potholing, and relocations**
- **Geotechnical investigations and data report**
- **Corrosion investigations and analysis**
- **Hydraulic and surge analysis**
- **Pipe materials and coatings evaluation and prepurchase**
- **Multiple stakeholder coordination**
- **Permitting support with UDOT**
- **Contractor prequalification**
- **Cost Estimating**

1014-590

Section D:

Project Understanding and Approach

Section D: Project Understanding and Approach

We will leverage our institutional knowledge of your existing ditch and system hydraulics gained from the Feasibility Study, and our experience delivering large diameter ditch enclosures to achieve the project vision.

Project Understanding

The project involves replacing approximately 7.2 miles of the existing Ditch, which conveys approximately 30 cubic feet per second (cfs) of raw water during the months of February and July between Littlerock Reservoir and Lake Palmdale. The ditch was constructed in the 1880s and is comprised of both lined and unlined portions. Because 70% of the existing ditch is an unlined earthen ditch, the District experiences large water losses through seepage and evaporation. Some segments of the ditch have either already been replaced with pipe or consist of tunnels through hillsides. This project aims to replace the remaining portions of the open ditch with a buried 48-inch diameter reinforced concrete pipe (RCP), which is expected to drastically reduce water losses, improve drought resiliency, enhance system reliability, and increase hydraulic capacity from 30 cfs to 60 cfs.

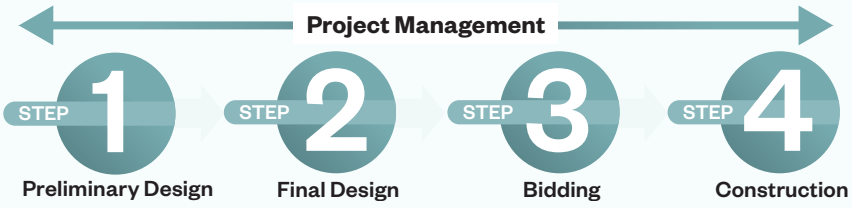
The project is being funded by grants from the United States Bureau of Reclamation (USBR) and the California Department of Water Resources (DWR). Grant agreements are expected to be executed in the coming months, marking the beginning of a 3-year project duration by which the project will need to be completed.

We Share Your Vision and Will Offer Actionable Solutions

Our team will effectively deliver the project to provide a system that:

- ✓ **Increases Water Delivery Capacity**
- ✓ **Improves Drought Resiliency**
- ✓ **Enhances System Reliability**
- ✓ **Delivers Water By Funding Deadline**

Using the Project's 2021 Feasibility Study as a basis, our team has developed an approach focused on:



Preliminary design will involve performing a condition assessment of buried assets; engaging with stakeholders and regulators; summarizing environmental constraints; performing survey, geotechnical, and environmental field investigations; and preparing a preliminary design report (PDR) that will include 30% design drawings. Following PWD's review of the PDR, our team will develop final design plans and specifications suitable for public bidding and eventual construction. See Section F for a summary of our proposed scope of work. We have also developed a detailed scope of work which can be made available upon request.

The following pages describe how our team will manage the project, engage with regulators, obtain permits, and navigate schedule constraints while mitigating anticipated project challenges to deliver a successful outcome.

We understand the primary considerations for this project are...

Environmental Compliance and Permitting

Constructability and Phasing

Balancing Stakeholder Expectations

Maintain Water Deliveries During Construction

...and will work collaboratively with the District to develop effective solutions.

1014-590

Planning Approach

Our team will manage the project with the end in mind as we established and focus on the critical path items that need to be addressed early during preliminary design to stay on schedule.

Begin with the end in mind	Define the Critical Path	Use project objectives to guide the design	Achieve the desired outcome
The project team must begin with the end in mind to ensure that project objectives will be met. The project approach must consider the following aspects to arrive at a win-win solution for the District.	1. What permits / approvals will take the longest to obtain? 2. How much of the historic ditch needs to remain? 3. What existing conduits are in need of replacement / rehabilitation? 4. What easements and/or property rights will be required to complete the improvements?	1. Ensure timely development of project details to inform environmental compliance and permitting agencies. 2. Develop construction methodology and phasing to suit the existing terrain, access, and operations. 3. Structure bid packages and criteria to accommodate a compressed construction schedule.	Complete construction before the grant deadline while ensuring seasonal deliveries are completed to Lake Palmdale.

Project Management

Hazen has a lasting reputation across the industry for providing high-quality service and deliverables on time and on budget. Hazen's project management philosophy calls for the development of the Project Management Plan (PMP) and QA/QC plan early in the Project. The PMP and QA/QC plan are essential pieces of the project controls and structure organization Hazen uses to manage the project schedule, budget, scope, quality, resources, and risk management. These tools and strategies allow us to achieve client satisfaction, engaged stakeholders, and ultimately, project success.

Staff and Resource Management

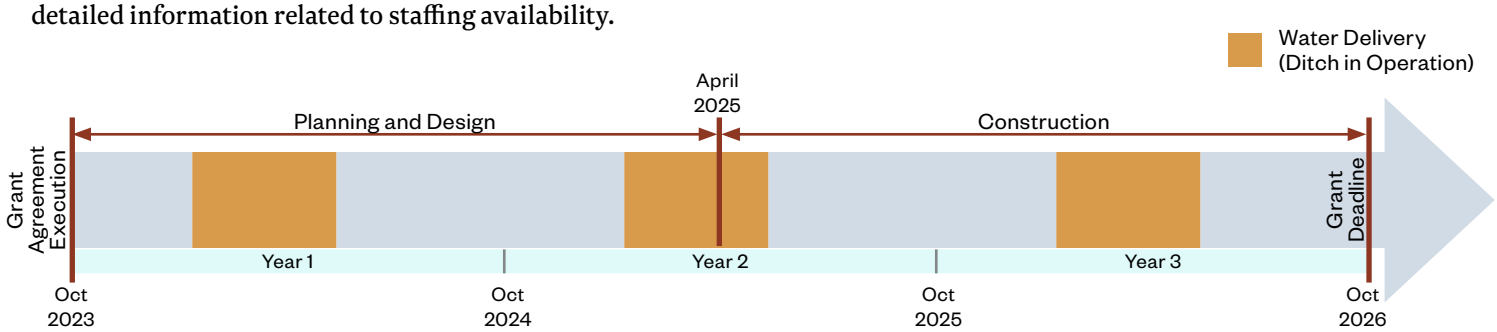
Staff resources will be allocated to ensure that team members are focused and dedicated to the task at hand so milestone deliverables are delivered efficiently, on time, and with the necessary amount of detail. This project is a priority for you, so it's a priority for us, and we are committed to managing our resources to prevent delays. Regular internal workload check-ins and coordination related to project priorities will ensure we maintain the schedule without delay. See Section E for more detailed information related to staffing availability.

Permitting and Agency Coordination

To obtain permits and engage with stakeholders, our team will take the lead on all permit applications and agency meetings, keep thorough records of our communications, and make timely requests of the District for information, documents, and signatures as necessary for permit processing.

Phasing and Schedule Considerations

The District delivers water annually from Littlerock Reservoir to Lake Palmdale between February and July. As such, construction will either need to occur outside of these periods, or certain segments of the new pipeline will need to be installed parallel to the existing ditch rather than along the same alignment to ensure that there is an operational system that can be used to successfully complete deliveries. These seasonal water delivery periods will serve as fixed time constraints within the overall funding deadline as depicted in *the graphic below* that will require effective team coordination and technical/procedural innovations related to design, bidding, and construction.



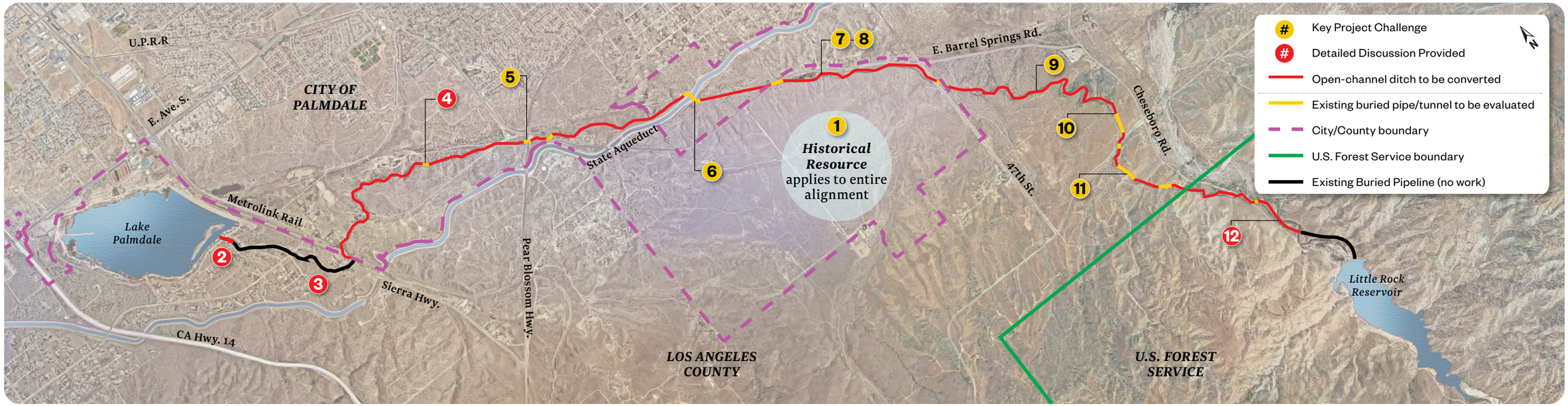
Water delivery periods pose fixed time constraints on construction activities within the established grant timeline.

1014-590

Challenges Map

Identifying project challenges early is critical to maintaining project schedule and budget.

The map below provides an overview of key project challenges identified for this project. The following pages include detailed discussions of selected challenges to provide PWD an understanding of our proposed approach.



1 HISTORICAL RESOURCE

Challenge: Our research indicates that the ditch is a historic property for federal purposes and a historical resource for CEQA.

Strategy: We will engage with the Federal Lead Agency as early as possible to determine how much of the ditch will be required to be retained to avoid an "adverse effect" under Section 106 of the National Preservation Act, and ultimately avoid a lengthy process with the State Historic Preservation Office (SHPO).

2 LAKE PALMDALE DISCHARGE MODIFICATIONS

Challenge: The existing flume structure and the open earthen channel will require improvements to enhance flow monitoring and accommodate the increase in flows from 30 cfs to 60 cfs which may require environmental permitting, hydraulic analysis, and possibly re-aligning the open channel between the existing pipe outlet and existing flume structure.

Strategy: We will focus on completing the hydraulic analysis and scoping environmental compliance work (see Key Issue #8) to avoid delaying the environmental compliance/ permitting process.

3 METROLINK RIGHT OF WAY

Challenge: The first 300 feet of ditch to be enclosed is within the Los Angeles Metropolitan Transit Authority (LA Metro) right of way. As such, PWD may either maintain the existing ditch alignment or re-align the new pipeline outside LA Metro's right of way.

Strategy: Our team will coordinate with LA Metro early in the project to ensure we understand their requirements and appropriately scope any need for additional easements.

4 SCOUR AND EXISTING BRIDGE CONSIDERATIONS

Challenge: The existing ditch conveys flow over an existing wash area using an overhead flume. It is anticipated that the project will require replacing the flume structure with a new buried pipeline across the existing wash area.

Strategy: We will perform a scour analysis to determine the required pipe depth to avoid exposure over time and collaborate with PWD staff to determine if additional pipe protections are worth the additional anticipated costs.

5 TRENCHLESS CROSSING AT PEARBLOSSOM HWY

Challenge: The existing ditch conveys flow beneath Pearblossom Highway via an existing culvert that may not be hydraulically or structurally suitable for future use.

Strategy: We have included an optional task to design a new trenchless installation to replace this segment and obtain the necessary Caltrans permits and approvals to construct the improvements should crossing improvements be required.

6 STATE AQUEDUCT CROSSING

Challenge: The existing ditch conveys water through an aerial pipeline across the California Aqueduct that may not be hydraulically or structurally suitable for future use.

Strategy: Our team will leverage our recent experience working with DWR for both aerial and buried aqueduct crossings to help minimize project schedule impacts (see Section G for additional information).

7 EARTHQUAKE FAULTS

Challenge: Our research shows that the San Andreas Fault is adjacent to the existing ditch alignment along E. Barrel Springs Road, representing a significant risk of pipeline failure during a seismic event.

Strategy: Although the pipeline will not be considered critical infrastructure, we will evaluate the option to purchase and store spare pipe, which will minimize downtime should the pipeline be damaged during a seismic event.

8 ENVIRONMENTAL SENSITIVITIES

Challenge: The area adjacent to the existing ditch near 40th St. E and 42nd St E may or may not have additional environmental restrictions due to existing vegetation and species that have become established over time.

Strategy: Our team will work with the District to balance environmental requirements, public input, construction requirements, and operational considerations for a design that addresses and, if possible, mitigates environmental impacts (see Section G for additional information).

9 HYDRAULICS

Challenge: Based on the hydraulic analysis performed as part of the feasibility study, we understand that certain segments of the existing ditch experience high velocities, which could create other hydraulic issues that impact the operation and capacity of the pipeline.

Strategy: We will update the existing pipeline hydraulic model to evaluate the existing culvert and pipeline segment capacities (see Challenges #1, #5, and #6) and incorporate appropriate design measures to address high flow velocities and protect the pipeline from excessive wear and other negative impacts on pipeline operations.

10 OVERHEAD TRANSMISSION LINES

Challenge: Some segments of this Project will require construction beneath existing overhead transmission power lines, which will require appropriate rights-of-entry and permits from the associate power companies.

Strategy: Our team will coordinate with Southern CA Edison and the LA Department of Water and Power to gain the necessary permits and approvals to complete the work and keep the contractor's crew safe.

11 CONDITION ASSESSMENT (MULTIPLE LOCATIONS)

Challenge: Portions of the existing ditch enter and exit tunnels through the hillsides along the alignment. The condition and viability of these tunnels to continue to operate into the future at higher flow rates are unknown.

Strategy: Our team will perform visual inspections to assess the condition of these conduits and determine if any rehabilitation work is necessary prior to connecting the new pipe to them.

12 CONSTRUCTABILITY WITHIN CONCRETE CHANNEL

Challenge: The upstream end of this project consists of a concrete channel with vertical sidewalls situated on the side of a steep slope with limited or no adjacent access, making construction extremely challenging and time-consuming.

Strategy: We will evaluate alternative pipe materials and construction methods to mitigate construction challenges and improve the anticipated installation schedule along this reach of the conversion project.

1014-590

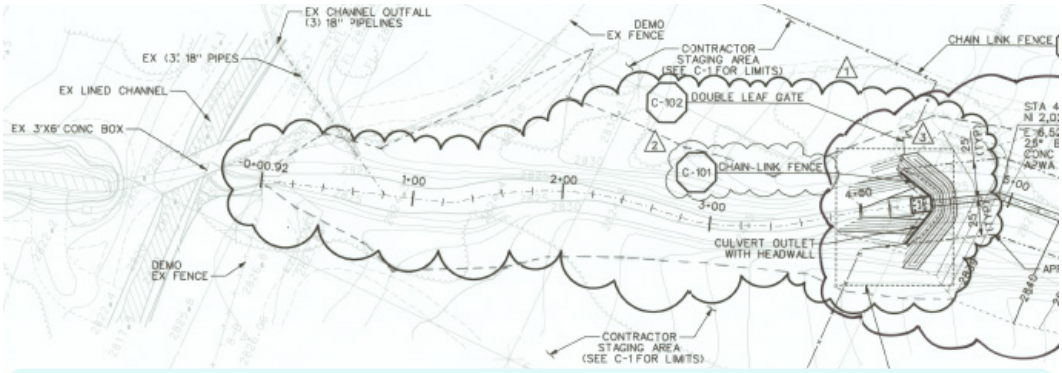
Detailed Challenge Discussion

2 Lake Palmdale Discharge Modifications

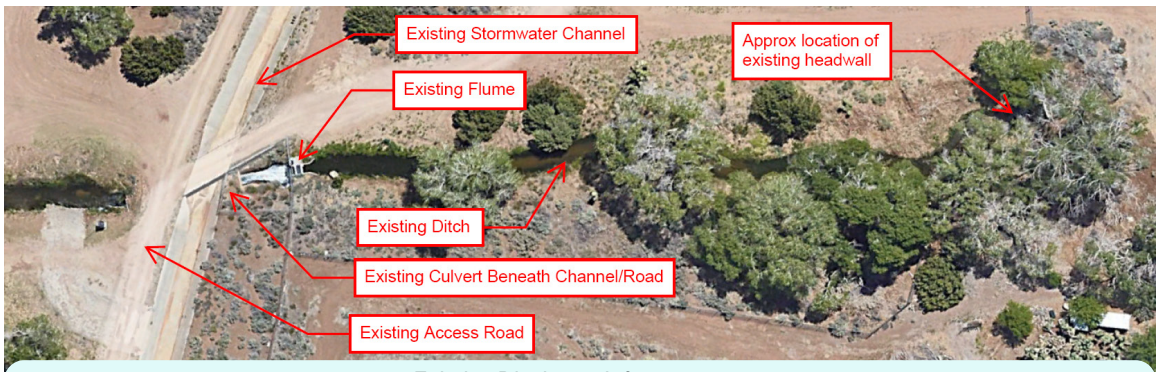
Challenge: According to the Palmdale Ditch Enclosure as-builts dated August 2008, approximately 3,800 feet of ditch was enclosed in a 48-inch diameter reinforced concrete pipe. The enclosure began approximately 700 feet south of Lake Palmdale and connected to the existing 3'x6' concrete box beneath Sierra Highway and the LA Metro tracks Aerial photos and as-builts confirm that approximately 530 feet of existing ditch, flume, and box culvert north of the previous enclosure was left unimproved. Since the intent of this project is to upsize the entire system to handle 60 cfs, it is believed that this segment is not adequately sized to handle the additional flow and will require improvements.

Existing Discharge Plume

Approach: We will evaluate environmental and hydraulic constraints early during the preliminary design phase to properly scope the improvements and initiate contact with regulatory agencies as soon as possible. Based on historical documentation, a permit from the United States Army Corps of Engineers was required for the take of existing wetlands, which could be required for this segment as well. Up-sizing of the under-crossing of the existing access road, if necessary, will require removal and replacement of portions of the existing stormwater channel and access road along the limits of the lake. We would also collaborate with District staff to implement improved metering strategies to address the District's interest to improve their accountability of water volumes.



2010 Discharge Improvement Plan



Existing Discharge Infrastructure

1014-590

Detailed Challenge Discussion

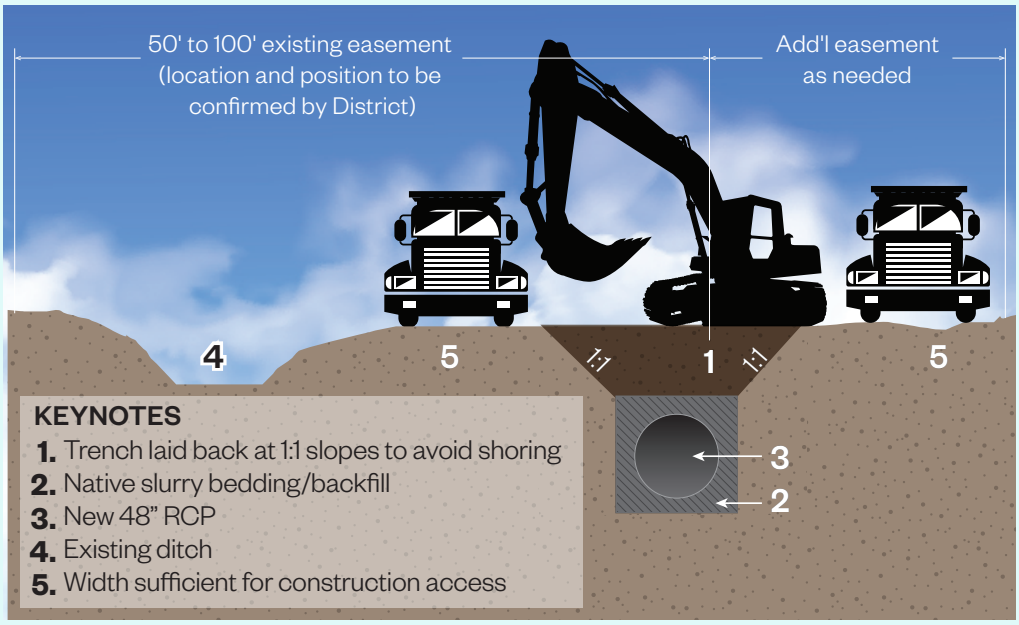
3 Metrolink Right-of-Way

Challenge: The project alignment begins near where existing rail tracks cross Sierra Highway. The proximity of the ditch to the tracks as observed from aerial photos led our team to research the ownership of the tracks to determine the anticipated permit and/or approvals that may be required to perform the requested improvements. Based on a search of existing parcel records, publicly available GIS information, and available maps, it appears that the tracks may belong to LA Metro. The snapshot of the LA County assessor's map below indicates "LACTC" as the owner which was previously the LA County Transportation Commission. However, LACTC merged with the Southern CA Rapid Transit District (RTD) creating the LA Metropolitan Transportation Authority (LACMTA, Metro).

Approach: Because the ditch appears to end within the railroad right-of-way, our team will engage LA Metro on Day One to understand their requirements. It is anticipated that an encroachment permit will be required to work within the right-of-way. To prevent the need to coordinate with LA Metro for future pipeline maintenance, the District may opt to relocate the pipeline outside of the existing right-of-way, likely triggering the need to acquire new easements for this segment. Unfortunately, due to the need to fill in the ditch and connect to the existing 3'x6' concrete box beneath the rail tracks, permits/approvals from LA Metro are likely unavoidable. Once our team has engaged LA Metro, we will collaborate closely with the District to provide a summary of risks/benefits to select the preferred approach.

Existing Discharge Infrastructure

The ***cross section below*** illustrates one alternative that could be used mitigate existing encroachments, avoid "adverse effects" to the historic ditch, and meet the funding schedule.



Relocation / Limited Disturbance Concept

Benefits of parallel construction:

- Maintain use of the ditch during construction.
- Potentially limit off-haul by providing an area for ultimate placement of a portion of trench spoils.
- Limit unnecessary changes in direction
- Reduce future maintenance complexities by avoiding access restrictions
- Streamline construction by optimizing the pipeline alignment
- Leave more of the ditch in place to preserve it as a historical resource.

1014-590

Detailed Challenge Discussion

4 Scour and Existing Aerial Flume Considerations

Challenge: During our alignment review, an aerial flume was observed to exist in the open space near Tejon Park northwest of the Barrel Springs Park n Ride. It is assumed that this flume was originally constructed for the purpose of conveying ditch flows without impeding the flow of an existing stormwater desert wash.

Approach: The pipeline will likely be buried beneath the desert wash in a siphon configuration, our scope includes the effort to prepare the necessary plans and specifications to demolish this flume and perform a scour analysis to determine how deep the pipeline needs to be buried to avoid future exposure due to continued erosion of the wash. A similar situation was addressed as part of the Littlerock Canal Improvements performed in 1995 (see Sheet 10 of 16 of as-builts provided by the District). As part of the design, siphon access manholes will be included for future maintenance purposes, the rims of which will be constructed beyond the extents or above the anticipated flood plain. Additionally, our design team will evaluate what type of pipeline protection, if any, is appropriate to install around the pipeline (i.e. concrete encasement, native rock rip-rap, etc.).

Existing Flume to be Demolished

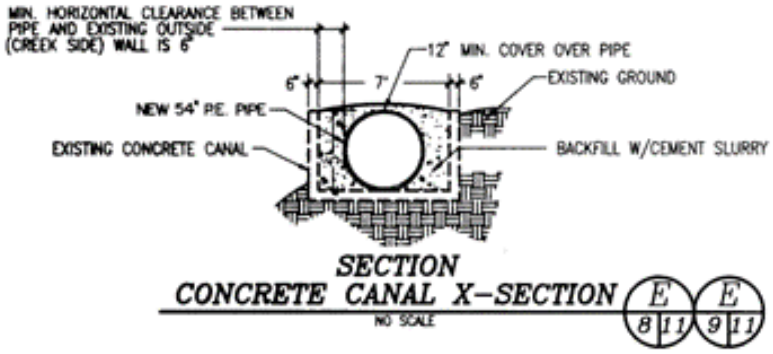
Detailed Challenge Discussion

12 Constructability Within Concrete Channels

Challenge: The upstream end of the ditch receives water from the existing siphon approximately 1,700 feet downstream of Little Rock-Palmdale Dam. The siphon empties water into an existing concrete U-channel that is difficult to access from Cheseboro Road. The project's design will need to evaluate the most effective approach to balancing constructability, slope stability, structural integrity, and hydraulic capacity.

Approach: One potential approach may be to utilize the concept implemented for a similar section of channel enclosed as part of the Little Rock Canal Improvements from 1996. Section E of those plans indicates that a 54-inch diameter polyethylene pipe was laid inside the channel and backfilled with a cement slurry. While the majority of the ditch is planned to be enclosed with RCP, using a lighter, fusible polyethylene pipe would limit the weight being added to the existing structure, require less robust equipment for installation, and likely reduce the time required to improve this section of ditch.

Existing Concrete Channel



1995 Littlerock Canal Improvement Concept

1014-590

Section E:

Project Staffing and Availability

Section E: Project Staffing and Availability

We have assembled an accomplished and cohesive team of experts with proven technical knowledge and experience in pipeline design including alignment and pipe materials evaluations, hydraulic and transient analysis, utility investigations, trenchless technologies, permitting, environmental clearance, and services during construction.

Our team brings a proven project manager, strong understanding of your project issues, technical expertise, regulatory knowledge, depth of resources, and familiarity with the project area. They will develop a cost-effective, innovative, and timely project.

- **Project manager Ben Romero:** Principal point of contact No. 1 project priority.
  Will provide the vision/organization to execute and deliver the project.
- **Principal in charge Marc Solomon:** Decades of experience delivering small to large-diameter pipelines.
- **Design manager Jerimy Borchardt:** Large program experience as design engineer, including pipeline delivery in Ag communities.
- **Technical advisor Ethan Ford:** Highly qualified technical expert with significant planning, design and construction experience delivering large diameter projects similar to this one.
- **Other key qualified and experienced technical staff:** Significant pipeline design experience covering the full suite of required services, including trenchless, geotechnical, corrosion, surveying, permitting, and construction. QA/QC-focused to ensure complete and accurate designs delivered on time and budget and in accordance with your design standards.

Key Team Member

Principal in Charge
Marc Solomon, PE, BCEE, WDRE

Project Manager
Ben Romero, PE

Design Manager
Jerimy Borchardt, PE

Technical Advisors
QA/QC Management
Ethan Ford, PE – Pipelines
Katie Hoek, PE - CEQA / Permit Coordination
Josh Farmer, PE – Trenchless
Wyatt Dressler, PE – Structural

PIPELINE PLANNING AND DESIGN	CEQA / PERMIT COORDINATION	STRUCTURAL	TRENCHLESS DESIGN
Adam Brown, PE	Jennifer Jacobus, PhD[5]	Sean DuPuis, PE	Kim Hanson, PE

Design Support

Pipeline Planning and Design
Eric Neill, PE
Bethany Lamy, PE
Alejandro Quiroz, EIT
David Rodriguez, EIT

Encroachment Coordination and Permits
Eric Neill, PE
Trapa Barua

Structural
Andrew Hill, EIT

Surge Analysis
Briana Parbus, PE

Hydraulics
Hallie Thornburrow, PE
Eric Neill, PE

Civil
Bethany Lamy, PE
Josh Wagstaff, PE

Surveying and Mapping Easement Support
Arrow[1]

Cultural Resources
Rincon[5]

Cost Estimating
Chris Portner, PE, CEP

Funding Assistance
Lisa Hulette

Geotechnical Investigations
Bruin[2]

CAD
Joshua Coppola
Kenneth Sidebottom

Constructability / Operations
Mike Broder, PE
Chris Courier

Utility Research and Potholing
Eric Neill, PE
C Below[3]

Phase 1 Investigation
Bruin[2]

Condition Assessment
Sean O'Rourke, PE
Eric Neill, PE
Ben Romero, PE
National Plant Services[4]

CEQA/Permitting
Rincon[5]
Trapa Barua

Services During Construction
Ben Romero, PE
Jerimy Borchardt, PE
Adam Brown, PE
Eric Neill, PE
David Rodriguez, EIT

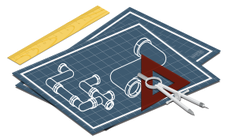
Mechanical
Swaid Alhajri, PE

Electrical and I&C
Alan Mlaker, PE
Danny Loza

Seismic and Slope Stability
Bruin[2]

Prime: Hazen and Sawyer
Subconsultants: Arrow Engineering Corp.[1] • Bruin Geotechnical Services, Inc.[2] • C Below, Subsurface Imaging Inc.[3] • National Plant Services, Inc.[4] • Rincon Consultants, Inc.[5]

Hazen has hand selected this project team including key staff who will leverage relevant experience, provide added value, and will remain fully committed through the duration of the project execution. Ben and key staff will be readily available to meet with PWD staff onsite within a 2-3 hour window to successfully deliver this important. In fact during the last two recent trips, Ben and some of his key team members demonstrated this commitment to be onsite to meet with PWD on the same day to discuss and review the project. This is possible because our key staff are able to take direct flights to Burbank and be at PWD within 2.5 hrs max.



150+
Miles of pipeline designed in the last 10 years greater than 36 inches

240+
Trenchless installations (30+ miles) in the last 10 years

Key Staff

The team members we brought together for this project were carefully selected based on their expertise, experience, and availability to PWD. Each of them brings something special - a brief description of the benefits they bring to this project is discussed below. Resumes of key staff can be found in the appendix. Resumes for all of our proposed staff are available upon request.

Ben Romero, PE
Sacramento, CA
50% Available

"I am passionate about solving the water industry's tough challenges such as the country's aging infrastructure. I also enjoy the challenge of managing large, complex projects. I look forward to leading this critical project with a focus on Palmdale's vision, and with the proactive, clear communication required for a truly collaborative success."

As ***project manager***, Ben will be the District's primary point of contact. His principal focus will be to lead the project team through all the project challenges while meeting our commitment to the District by delivering a successful project on-time and budget .

Benefit to Palmdale: Ben is a proven "hands-on" project manager who brings extensive technical pipeline design expertise. He has successfully managed, designed, and been involved during construction on over 25 conveyance projects, ranging from 6 to 144 inches in diameter.

Trusted Leadership

Ben has established a reputation for effective and collaborative leadership with clients throughout California and across the country. His leadership style coupled with technical expertise and strong communication skills will ensure efficient, smooth, and successful project delivery for the District's Ditch Conversion project.

Marc Solomon, PE
Sacramento, CA
25% Available

As ***project director***, Marc is committed to the successful completion of the Palmdale Ditch Conversion Project and will ensure the right resources and personnel are fully committed to the project. He will oversee of the project working closely with Ben to ensure Hazen exceeds the District's expectations.

Benefit to Palmdale: Marc is known in the industry for his collaborative approach. His is a skilled PIC with technical expertise in pipeline planning, design, CM, environmental permitting and compliance including system operations.

Adam Brown, PE
Sacramento, CA
50% Available

As ***pipeline planning and design lead***, Adam will lead the evaluation and design of the pipeline while developing recommendations, plans, specifications, and calculations.

Benefit to Palmdale: Adam brings extensive pipeline planning, design and construction experience involving complex environments, multiple stakeholders, highway crossings, and alternative funding source requirements.

Kim Hanson, PE
Raleigh, NC
40% Available

As ***trenchless design lead***, Kim will lead evaluation and design of trenchless work while developing recommendations, plans, and specifications for trenchless design.

Benefit to Palmdale: Kim is an industry trenchless design expert who was recently appointed to the NASTT Board Member. Kim will leverage her extensive project experience featuring all type of trenchless construction scenarios to inform her on best method for the potential trenchless crossing of Pearblossom Hwy and/or the CA Aqueduct.

Jerimy Borchardt, PE
Sacramento, CA
50% Available

As ***design manager***, Jerimy will ensure delivery of a high-quality set of biddable contract documents on budget and schedule meeting all District standards.

Benefit to Palmdale: Jerimy brings extensive planning, design and construction experience involving complex multi-discipline design projects including pump stations and large diameter (up 144-inch) pipelines traversing miles of rural project areas..

Jennifer Jacobus, PhD
Las Angeles, CA
30% Available

As ***CEQA/permit coordination lead***, Jennifer will lead early communication and coordination with all appropriate permitting and funding agencies, execution of the field surveys for cultural and biological resources, and manage the CEQA-Plus process to ensure timely final adoption of the MND.

Benefit to Palmdale: Jennifer brings extensive environmental, permitting, and regulatory compliance (CEQA) experience involving pipeline projects. Jennifer will leverage her decades of experience preparing CEQA documents in the Antelope Valley to fast-track the environmental compliance efforts.

Ethan Ford, PE
Denver, CO
40% Available

As ***technical advisor for pipelines***, Ethan will incorporate thorough QA/QC in each deliverable and in the development of work products to ensure efficiency and adherence to client, corporate, and industry standards are met.

Benefit to Palmdale: Ethan brings an in-depth understanding of design and constructibility of large diameter projects traversing miles of rural project areas, which is reflected in his management and design of over 500 miles of pipeline with diameters up 144 inch.

Sean DuPuis, PE
Sacramento, CA
35% Available

As ***technical lead***, Sean will lead the structural discipline team in the assessment, analysis, calculations, pre-design report, and design documents for the structural elements required for the transition and tie-in of the new pipeline.

Benefit to Palmdale: Sean specializes in structural design requirements and structural design, including concrete, steel, masonry, and aluminum structures for water and wastewater treatment and pumping facilities. Sean also brings experience with condition assessment and repair and modifications of existing structures.

Availability and physical location of all other team members.

	Alejandro Quiroz	David Rodriguez	Danny Loza	Alan Mlaker	Hallie Thornburrow	Trapa Barua	Chris Portner	Lisa Hulette	Swaid Alhajri	Eric Neill	Andrew Hill	Bethany Lamy	Kenneth Sidebottom	Chris Courier	Wyatt Dressler	Briana Parbus	Sean O'Rourke	Josh Farmer	Katie Hoek	Mike Broder	Josh Wagstaff	Joshua Coppola
Los Angeles, CA	25%	55%																				
Irvine, CA			30%																			
San Diego, CA				20%	40%																	
San Francisco, CA						50%	30%	25%	30%													
Sacramento, CA										55%	35%											
Tempe, AZ												30%	40%	45%								
Denver, CO															25%							
Athens, GA																40%						
Cincinnati, OH																	25%					
Raleigh, NC																		35%				
New York, NY																			25%	30%		
Salt Lake City, UT																					50%	30%

Project Examples for Project Managers and Task Leads

Ben Romero, PE
Project Manager

Corral Hollow Road Utility Improvements

Total Budget Managed: $2,360,800
Fee Estimate/Final Cost: $2,360,800
Construction Cost: $25,500,000
Change Order Costs: $637,500
Explanation: GC change order #1 - traffic control requirements by County

Provo Reservoir Canal Enclosure Project

Total Budget Managed: $850,826
Fee Estimate/Final Cost: $2,430,930
Construction Cost: $130,523,905
Change Order Costs: $3,990,797
Explanation: #1-North Branch Pipeline #2-Polyurethane Resolution

Geyers Recharge Project - Healdsburg/Alexander Valley Section

Total Budget Managed: $2,180,500
Fee Estimate/Final Cost: $2,180,500
Construction Cost: $21,800,350
Change Order Costs: $981,015.75
Explanation: Differing site condition claim at trenchless crossing of Russian River

Jerimy Borchardt, PE
Design Manager

Corral Hollow Road Utility Improvements

Total Budget Managed: $708,240
Fee Estimate/Final Cost: $2,360,800
Construction Cost: $25,500,000
Change Order Costs: $637,500
Explanation: GC change order #1 - traffic control requirements by County

Provo Reservoir Canal Enclosure Project

Total Budget Managed: $364,640
Fee Estimate/Final Cost: $2,430,930
Construction Cost: $130,523,905
Change Order Costs: $3,990,797
Explanation: #1-North Branch Pipeline #2-Polyurethane Resolution

MWRA Pipeline Improvements (MA Water Resources Authority)

Total Budget Managed: $1,164,000
Fee Estimate/Final Cost: $4,900.000
Construction Cost: $51,000,000
Change Order Costs: $0
Explanation: Still in design

Adam Brown, PE
Pipeline Lead

Port of Oakland Sewer Rehabilitation

Total Budget Managed: $500,000
Fee Estimate/Final Cost: TBD
Construction Cost: $6,000,000
Change Order Costs: $0
Explanation: Construction not complete

25th St and W St Combined Sewer System Storage Facility

Total Budget Managed: $1,000,000
Fee Estimate/Final Cost: TBD
Construction Cost: $9,000,000
Change Order Costs: TBD
Explanation: Construction not complete

MWRA Pipeline Improvements (MA Water Resources Authority)

Total Budget Managed: $1,164,000
Fee Estimate/Final Cost: $4,900.000
Construction Cost: $51,000,000
Change Order Costs: $0
Explanation: Still in design

Jennifer Jacobus, PhD
Permitting Lead

Palmdale Water District – Water System Master Plan PEIR

Total Budget Managed: $225,000
Fee Estimate/Final Cost: $200,000
Construction Cost: N/A
Change Order Costs: $25,000
Explanation: Extended Phase 1 Cultural Studies that were required for project level components

Palmdale Recycled Water Authority – Recycled Water MP IS/MND and Addendum

Total Budget Managed: $150,000
Fee Estimate/Final Cost: $150,000
Construction Cost: N/A
Change Order Costs: N/A
Explanation: N/A

Palmdale Water District – Strategic Water Resources Plan Program EIR

Total Budget Managed: $250,000
Fee Estimate/Final Cost: $250,000
Construction Cost: N/A
Change Order Costs: N/A
Explanation: N/A

Sean DuPuis, PE
Structural Lead

Byron Bethany Irrigation District Canal 45N

Total Budget Managed: $217,000
Fee Estimate/Final Cost: $217,000
Construction Cost: $2,000,000
Change Order Costs: $800,000
Explanation: $729,000 in client additions to initial contract

Union Sanitation District Phase 1A - Aeration Basin Modifications

Total Budget Managed: $7,601,955
Fee Estimate/Final Cost: $11,526,711
Construction Cost: $121,040,200
Change Order Costs: TBD
Explanation: Construction not complete

Goleta Sanitary District Biosolids and Energy Phase 1

Total Budget Managed: $1,200,000
Fee Estimate/Final Cost: $1,200.000
Construction Cost: $9,800,000
Change Order Costs: TBD
Explanation: Construction has not started

Kimberly Hanson, PE
Trenchless Lead

Crabtree Interceptor Improvements Phase III

Total Budget Managed: $264,950
Fee Estimate/Final Cost: $264,950
Construction Cost: $7,710,000
Change Order Costs: $0
Explanation: Still in design

Horsepen Branch Trunk Sewer

Total Budget Managed: $364,640
Fee Estimate/Final Cost: $2,430,930
Construction Cost: $130,523,905
Change Order Costs: $3,990,797
Explanation: #1-North Branch Pipeline #2-Polyurethane Resolution

MWRA Pipeline Improvements (MA Water Resources Authority)

Total Budget Managed: $1,164,000
Fee Estimate/Final Cost: $4,900.000
Construction Cost: $51,000,000
Change Order Costs: $0
Explanation: Still in design

1014-590

Section F:

Scope of Work

Section F: Scope of Work

Our team believes the District's proposed scope of services included in the RFP is appropriate for this project. As such, we have used the following pages to highlight our key scope items and assumptions to add value and complement the District's vision for the project. District staff can assume that our team accepts the scope in the RFP unless otherwise noted. A complete scope of services with a full list of services, deliverables, and assumptions has been provided in and will be provided after selection.

Task 1 – General Contract Administration and Project Management

Task 1 will include the following subtasks:

- Task 1.1: Project Management and Coordination.
- Task 1.2: Kickoff and Progress Meetings.
- Task 1.3: Progress Reports and Invoicing.

Task 1 Highlights:

- We will develop a schedule that illustrates the sequence of tasks and project milestones using Microsoft Project software, and we will maintain and update it monthly.
- Hazen will prepare a project work plan that describes the work required; communicates the responsibilities of the design team members and the QA/QC reviewers; defines the tasks, schedules, and budgets; and describes how efforts will be coordinated.
- We plan to conduct bi-weekly meetings with the District's PM to maintain momentum and keep communication consistent and proactive.

Task 1 Assumptions:

- The kickoff meeting will be conducted in person at the District offices.
- Bi-weekly progress meetings will be required until final construction documents are submitted to the District. Meeting minutes will be via email. Formal meeting minutes will not be prepared for bi-weekly progress meetings.
- The duration of the project will be 38 months.

Task 2 – Preliminary Design Report (30-percent Design)

Task 2 will include the following subtasks:

- Task 2.1: Preliminary Design.
- Task 2.2: Preliminary Design Report (30% Design).
- Task 2.3: PDR Preliminary Estimate of Probable Cost.

Task 2 Highlights:

- Task includes completing a hydraulic and surge analysis of the pipeline system from Little Rock Reservoir to the terminal discharge point at Lake Palmdale.
- Task includes field investigations necessary for environmental, geotechnical, condition assessment, and topographic survey work.
- Topographic survey will include setting approximately 21 control points along the alignment using 5/8" rebar and plastic cap for use during design and construction.
- Geotechnical field work will include 30 soil borings ranging in depth from 15 to 50 feet. One (1) 50-foot-deep boring will be drilled on either side of Pearblossom Highway and the California Aqueduct crossings (four total) for potential trenchless installation recommendations. One 30-foot-deep boring will be completed at the existing "wash" location where the current ditch transitions in and out of an aerial flume. The remaining 25 borings will be drilled to a depth of 15 feet along the alignment. Bruin will provide traffic control as required during drilling operations.
- Task includes a constructability review and potential construction phasing options of the alignment, including required connections (type, size, and location) both for initial project raw water deliveries and ultimate finished water deliveries.
- Project alignment review will evaluate potential impacts to existing above-ground features, existing geohazards subsurface conditions (i.e., liquifiable soils), side slopes, and existing fault zones.
- Hazen will work in close collaboration with District staff to develop the pipeline design criteria and determine any other pipeline features that might be required (Instrumentation and Control, telemetry, etc.).

Task 2 Assumptions:

- District will provide complete ditch centerline and easement linework in CAD for surveyor's use in creating the survey basemap. Information will be sufficient to tie the design survey into.
- An approximate width of 100 feet on either side of the existing PWD ditch will be included in the topographic survey/mapping.
- Base fee is limited to aerial survey and survey control only. Supplemental survey is an optional task that will only be used if necessary and with District approval.

1014-590

- We have assumed up to 2 days of additional surveying for mapping pothole locations.
- Control will be collected in US State Plane, CA Zone V, US Survey feet Grid Coordinates.
- Approximately 3,300 feet of pipes, culverts, and tunnels will be inspected with CCTV by National Plant Services.
- The pipeline across the State Aqueduct is assumed to be hydraulically deficient to convey the full proposed 60 cfs and, as such, will not be inspected.
- Metallic pipe is not currently anticipated to be installed; therefore, a cathodic interference investigation is not included in this scope.
- Up to three selected locations along the alignment will be evaluated for a sub-alignment alternatives comparative analysis.
- Task includes one (1) field visit attended by five (5) project team members to review pipeline corridor and alignment.
- The District has no modeling software requirements, and Hazen will use our current standard software.
- 30-percent design drawings will be provided on 11"x17" sheets bound to the PDR.
- The District will provide one set of adjudicated comments.
- 30% Cost estimate will be an AACE Class 3 Cost Estimate based on the 30% design and included in the PDR. A 60% Cost estimate will be included in the Final PDR (submitted with the 60% design package) and will be an AACE Class 2 Cost Estimate.
- The existing ditch will not be in use (dry) during aerial mapping.

Task 3 – Pipeline Design

Task 3 will include the following subtasks:

- Task 3.1: Prepare 60% Plans and Specifications.
- Task 3.2: Potholing.
- Task 3.3: Prepare 100% Documents.
- Task 3.4: Pre-Purchase Contract(s).
- Task 3.5: Cost Estimate.
- Task 3.6: Develop Bid Documents.

Task 3 Highlights:

- We will submit the 60% drawings to applicable utility companies and regulatory agencies. We assume that each utility/agency will provide review comments within the District review periods. We will develop and maintain a utility log documenting the delivery and receipt of information. If a utility conflict cannot be resolved, Hazen will work with the utility owners to relocate their facilities as an out-of-scope item.
- Each design submittal will undergo an internal QA/QC review as part of that specific design task.
- Task includes support for environmental clearance activities and permitting assistance (see Tasks 4 and 5, respectively).
- C Below will provide potholing - up to 10 potholes where needed along the pipeline alignment. Task includes the development of a potholing plan for the District's review/approval, applying for encroachment permits, mobilizing site crews, necessary traffic control, and permits, coordination with the surveyor to capture selected utility depths, and preparation of a final pothole report showing the depth of the utility and street section.
- Hazen will work closely with District staff to develop material pre-purchase documents that align with the District's contracting requirements for pipe material and other equipment (i.e., valves) recommended in the PDR.

Task 3 Assumptions:

- Task includes the level of effort to develop a single set of bid documents.
- Utility information requests will be sent to up to 10 utilities.
- Technical specifications will follow the three-part Construction Specifications Institute (CSI) format. The district will supply front-end specifications and General and Supplemental Conditions (Divisions 00 and 01).
- Plan and profile sheets will use a horizontal scale of 1 inch equaling 50 feet, and a vertical scale of 1 inch equaling 5 feet, unless otherwise requested by the District.
- The total base fee estimate is based on a total drawing list of approximately 85 sheets and technical specifications. A complete sheet list will be made available upon request.
- Draft specifications will be included with the 60% design submittal and will be Hazen's standard master specifications that are not edited for this project. Final draft specifications included in the final milestone review submittal will be revised for the project details and requirements.
- 60% construction estimate will be AACE Class 2. The final construction cost estimate will be AACE Class 1.
- Drawing sheet size of 24-inch-by 36-inch will be used.
- Schedule assumes a 2-week District review period for each submittal.
- The District will provide one set of adjudicated comments for the 60-percent and 100-percent design submittals.

Task 4 - Assistance with Environmental and Cultural Resources Compliance

Task 4 will include the following subtasks:

- Task 4.1: Project Initiation, Project Management, Project Meetings.
- Task 4.2: Development of Project Description•Task 4.3: CEQA-Plus Initial Study and Mitigated Negative Declaration.
- Task 4.4: Technical Studies.
- Task 4.5: Jurisdictional Waters Permitting Support.

Task 4 Highlights:

- Includes bi-weekly calls with PWD/Hazen and up to four (4) 1-hour team meetings with Rincon's technical leaders, Project Manager, Principal in charge, and PWD/Hazen to discuss biological and cultural resource issues and permitting strategy.
- Includes development of a CEQA-Plus Initial Study – Mitigated Negative Declaration (IS-MND) to satisfy both CEQA and NEPA requirements as required by the grant.
- Includes a Mitigation Monitoring and Reporting Program (MMRP), and Notice of Determination (NOD).
- Includes attendance at one (1) public hearing to adopt the IS-MND.
- Technical studies include a cultural resources study (complying with CEQA and Section 106 of the National Historic Preservation Act), and Biological Resources Study including compliance with the Endangered Species Act (ESA) and Clean Water Act (CWA) protected wetlands.
- Includes a western Joshua tree survey and report.
- Includes jurisdictional delineation of waters and wetlands of the US, a California Rapid Assessment Method (CRAM) analysis, and a Jurisdictional Waters and Wetland Delineation Report.
- Rincon assumes that USBR will be the NEPA lead agency for the project and that the CEQA-Plus documentation (including technical reports) will be sufficient for NEPA compliance and an additional Environmental Assessment will not be needed.

Task 4 Assumptions:

- Environmental permitting is anticipated to take 18 months.
- Traffic modeling is not necessary and, therefore, excluded from this scope.
- Two rounds of revisions are included for the Administrative Draft.
- Rincon will prepare all required notices for the Draft IS-MND.
- Rincon will file with the State Clearinghouse and County Clerk and pay filing fees ($60 max).
- Up to five (5) comment letters will be received during the public review period and can be responded to within 40 staff hours.
- The lead Federal Agency will officially contact and follow up with all applicable Native American Tribes for formal Section 106 consultation.
- Support for Endangered Species Act Section 7 consultation (led by USBR) and Incidental Take Permit acquisition (for state-listed species) can be provided under a scope and cost amendment once additional project design details, confirmed presence/absence of federally-listed and state-listed species, and anticipated impacts are confirmed.

Task 5 – Assistance with Permits

Task 5 Highlights:

- Task includes identifying all permit requirements and preparing the permit applications listed below for the District to submit to appropriate permitting agencies.
  - Access/Encroachment Permits:
    - City of Palmdale encroachment permit.
    - LA County Road Permit (via City of Palmdale office MD5).
    - MetroLink (SCRRA Right-of-Way Encroachment Process).
    - Department of Water Resources (DWR) Encroachment Permit.
    - US Forest Service (permit type currently unknown.
  - Environmental Permits/Certifications/Notifications:
    - United States Army Corps of Engineers (USACE) Section 404 Permit (individual Section 404(b)(1) permit).
    - LARWQCB Section 401 Water Quality Certification.
    - CDFW Notification of Lake/Streambed Alteration.
- Task includes the preparation of an alternatives analysis as required for the USACE permit.
- Task includes preparing calculations of permanent and temporary impacts to CDFW streambeds and adjacent riparian habitat.
- Task includes a Compensatory Mitigation Plan as required by USACE, LARWQCB, and CDFW.

Task 5 Assumptions:

- The permits listed above are subject to change following a review of project documents and initial agency outreach.
- Anticipated jurisdictional water permitting agencies include the United States Army Corps of Engineers (USACE), Los Angeles Regional Water Quality Control Board (LARWQCB), and California Department of Fish and Wildlife (CDFW).
- The project will not qualify for a Nationwide 404 Permit.

- Alternatives considered for the alternatives analysis include a "no fill" alternative and two additional design alternatives.

Task 6 – Bidding Services

Task 6 will include the following subtasks:

- Task 6.1: Prequalification.
- Task 6.2: Bidding Services Assistance.

Task 6 Highlights:

- Task includes effective project management and assistance to PWD's PM throughout the bidding period.
- Hazen will conduct a thorough qualifications evaluation of the General Contractors (GC's) interested in bidding on the project to develop a recommended list of pre-qualified GC's to PWD that will then be approved and invited to bid on the project.
- Task includes leading the review of any substitutions identified by the contractor in close collaboration with PWD's PM. Once contractor bids are submitted and opened, Hazen will prepare conformed documents for issuance to the selected contractor.

Task 6 Assumptions:

- Maximum of three (3) addendum will be prepared.
- Maximum of ten (10) responses will be provided.
- Maximum of five (5) drawing revisions for issuance with an addendum(s) will be prepared. These revised drawings will be incorporated into the Conformed Drawings.
- Revised specification language, if required, will be provided in an email; revised specifications will be issued with the Conformed Documents.
- Conformed Documents will be completed within two weeks of the project bid date.

Task 7 – Engineering Services During Construction

Task 7 will include the following subtasks:

- Task 7.1: Submittal Review.
- Task 7.2: RFI Review.
- Task 7.3: As-Needed Construction Inspection Training.
- Task 7.4: Assistance with Construction QA/QC.
- Task 7.5: As-built Drawings.

Task 7 Highlights:

- During the engineering services during construction phase, Hazen will continue implementing effective project management, and our team will assist PWD's PM throughout construction.
- Our team will develop sufficient tracking logs for submittal/RFI reviews which will be coordinated with District staff.
- Hazen will coordinate with the Contractor and project inspector(s) to confirm that the Contractor's as-build drawings have accurately captured all changes completed during construction. Once confirmed, Hazen will prepare a final set of Record Drawings showing the completed project as constructed.

Task 7 Assumptions:

- A maximum of 30 RFIs will be submitted and responded to.
- A maximum of 20 Submittals will be reviewed and responded to. This includes resubmittals.
- Maximum of 12 site visits will be completed.
- Items not included in the scope of work include:
  - Coordination and preparation of contract change orders.
  - Updated drawings – revisions to drawings will be communicated as part of an RFI.
  - Coordination and response to field orders, work change directives.
- Construction duration is nine months, requiring 18 bi-weekly construction meetings.
- Contractor will keep accurate as-built drawing records and use standard markup pen colors (red for changes, blue for notations, and green for deletions)
- A maximum of sixty (60) field test results will be reviewed and commented on.

Task 8 – Optional Tasks

The following is a list of optional recommended tasks that may be required to ensure the successful implementation of this project.

Task 8.1 Trenchless Design

While the majority of the alignment is anticipated to be constructed using open-cut construction, there are two significant crossings where trenchless installations may make sense or may even be required by the jurisdiction having authority: 1) approximately 130 feet in length beneath Pearblossom Highway (Caltrans jurisdiction), and 2) approximately 300 feet in length beneath the State Aqueduct (DWR jurisdiction). Should either (or both) of the locations end up requiring trenchless installations, this task would cover the effort required to:

1. Review the geotech report for trenchless applications
2. Prepare necessary write-ups and figures for the PDR
3. Prepare two additional plan sheets with associated design details
4. Prepare relevant specification sections required for the crossings

Deliverables

- Preliminary design/write-up of trenchless methods and components for PDR
- Trenchless design drawings and details
- Trenchless technical specifications

Assumptions:

- The crossing beneath Pearblossom Highway would be auger bore/jack.
- The crossing beneath the State Aqueduct would be micro tunneling or horizontal directional drilling.
- Our base scope/fee includes the necessary geotechnical borings for these crossings to be as efficient as possible with both time and budget.
- Design documents will be incorporated into the design submittals outlined in Task 3 above.

Task 8.2 Additional Field Surveying

This additional field surveying is included to support any additional information that may be required to augment the aerial topo base mapping for the project.

Task 8.3 Additional Funding Assistance

We have included this additional funding assistance in the event that the cost estimate for construction at final design is determined to be greater than the current funding amount secured for the project.

Task 8.4 Evaluate Alternative Delivery Methods

At the District's request, our team can assist with evaluating the feasibility and potential benefits of alternative delivery methods such as CMAR and design-build as a means to complete the improvements as efficiently possible.

Task 8.5 Historic Design Input

The ditch is a known historical resource/historic property. To mitigate impacts to the greatest extent feasible, design input may be required to ensure the proposed work does not negatively affect the physical features of the ditch which convey the resource's significance. Under this optional task, Rincon has included up to 20 hours of senior architectural historian staff time to review design plans and provide recommendations as appropriate. These hours may also be utilized to support coordination with the State Historic Preservation Officer, which will be required under Section 106.

Task 8.6 Assembly Bill 52 Assistance

Under AB 52, PWD, as the CEQA lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Should PWD request assistance with this effort, Rincon can assist PWD with consultation under AB 52 by providing PWD with letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52.

Task 8.7 Section 106 Outreach

If requested by the federal agency, Rincon can assist with Section 106 outreach by reaching out to local Native American individuals and groups who may have knowledge of, or concern with, Native American resources in the area. Should this task be authorized, the results of Native American outreach will be described in the Cultural Resources Technical Report and a copy of all correspondence as well as the communications log will be appended to the document.

Schedule

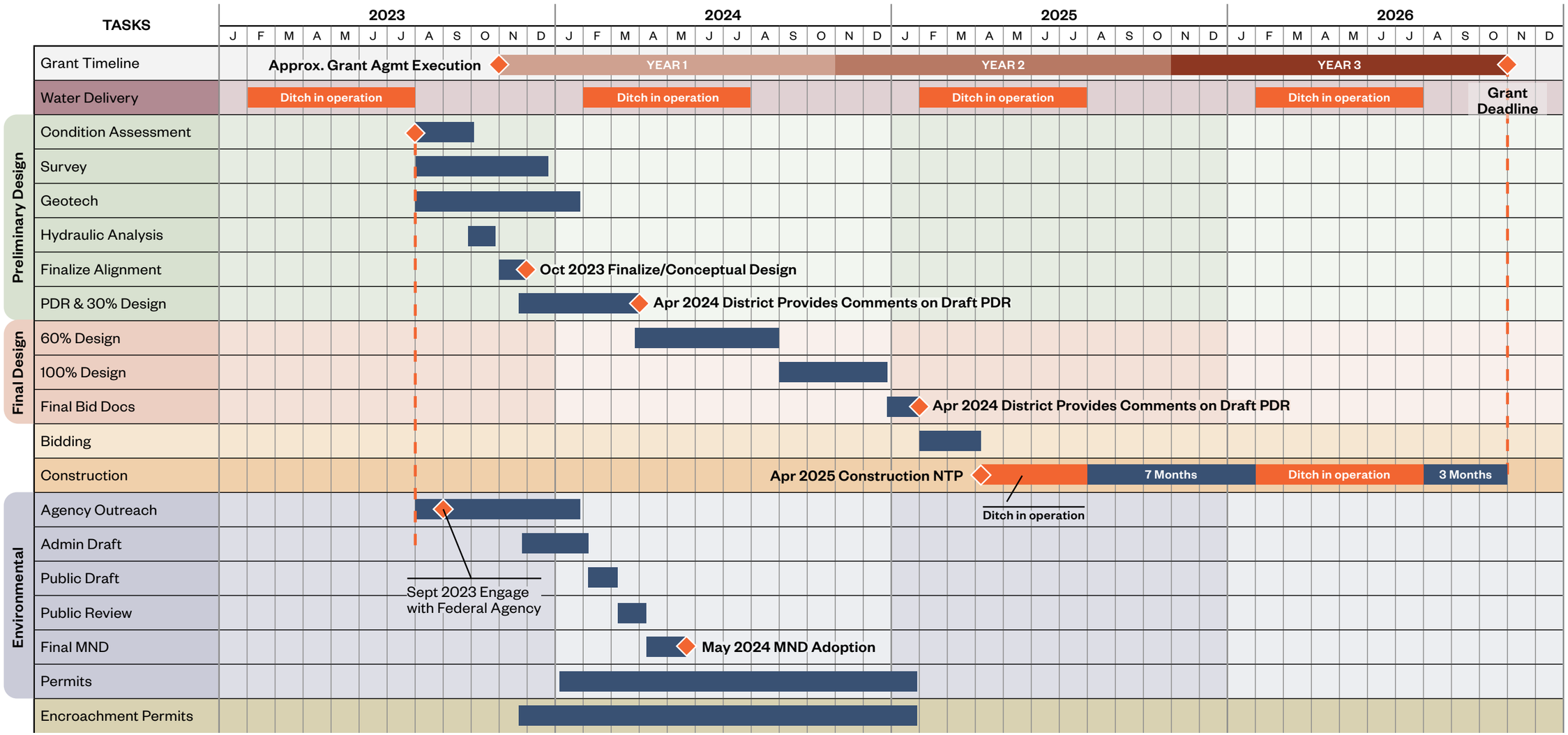
Efficient delivery of the Preliminary Design phase activities including initial CEQA consultation and cultural resource surveys are crucial to staying on schedule and meeting the required Final Design completion date to ensure construction of the Palmdale Ditch Conversion Project is completed within the 3-year grant funding deadline.

Hazen has conducted an in-depth evaluation of the requirements outlined in the RFP and developed a project schedule to complete construction by the anticipated grant deadline as shown in the consolidated schedule below (a detailed schedule will be made available after selection). We have indicated key schedule constraints such as water delivery periods, grant timeline, and primary task durations/milestones.

These schedule constraints trigger the need for collaboration with District staff on Day 1 regarding creative approaches for completing the work within the grant timeline such as (but not limited to):

1. Development of multiple bid packages
2. Parallel construction of new pipeline along portion(s) of existing ditch
3. Benefit evaluation of pre-selection packages, and
4. The impacts that all of these alternatives may or may not have on environmental compliance and permitting requirements.

We also understand that during dry years, there may be more construction flexibility if water deliveries are reduced or eliminated. Although the required project completion date requires an aggressive schedule, the Hazen team is ideally suited because of our intimate knowledge of the project, previous feasibility study completed, and working familiarity with PWD. ***No other team has the technical experience, background, recent work history, or project foundation to build upon as the Hazen team does with Ben, Marc, Jerimy, and Jennifer.***



Section G:

Unique Qualities or Qualifications

Section G: Unique Qualities or Qualifications

Our highly specialized team of technical professionals provides District staff with a unique set of qualifications based on relevant previous experience that will translate into cost and time savings.

Familiarity with Environmental Constraints

Rincon has curated a tightly coordinated team of environmental scientists and planners, biologists, archaeologists, and architectural historians that will provide the District with an efficient strategy to complete CEQA-Plus documentation and natural resource permitting to satisfy the USBR funding requirements and 3-year schedule for project completion. Rincon's team will be led by Dr. Jennifer Jacobus, who previously led environmental compliance efforts for the District's Waster System Master Plan and Strategic Water Resources Plan as well as the Palmdale Recycled Water Authority's Recycled Water Master Plan. Rincon's capabilities also coincide with the primary environmental constraints anticipated for the project, including:

- **Jurisdictional Waters:** Rincon is familiar with the Antelope Valley Watershed, Lake Palmdale, and the Palmdale Ditch and has experience delineating waters along linear project alignments and associated riparian and wetland systems in the Mojave desert.
- **Historic Resources:** Rincon's qualified architectural historians, who have worked collaboratively with water districts throughout Southern California, have the requisite experience and expertise to document the overall condition and integrity of the Ditch, a known historic resource and historic property under CEQA, and recommend mitigation measures or, if necessary, project design modifications that will allow for project impacts to be reduced to less than significant levels.
- **Special Status Species:** Rincon's biologists will leverage their knowledge of species that are known to occur or have potential to occur at the project site (including, but not limited to, western Joshua tree, Mojave desert tortoise, arroyo toad, Mohave ground squirrel, tricolored blackbird, least Bell's vireo, burrowing owl, Crotch bumblebee, Swainson's hawk, and desert kit fox) to provide a comprehensive and accurate assessment of potential project impacts to special status species and to recommend mitigation measures, if necessary, for integration into project design and construction.

Proposed PM with Relevant Experience of California Aqueduct Crossings

The existing ditch conveys flow across the California (CA) Aqueduct managed by the CA Department of Water Resources (DWR) via an existing pipeline that appears to run parallel to an existing stormwater channel. Depending on the condition assessment findings of the existing pipeline, rehabilitation or full replacement may be required. However, the decision to replace or rehabilitate this pipeline is driven by the hydraulic system requirement to convey a new design flow of 60 cfs. As a result, a new crossing of the CA Aqueduct will likely be required triggering early engagement with the DWR (permitting agency) to secure the required permitting approvals for this critical crossing.

Existing Crossing of CA Aqueduct

Our proposed PM offers this unique design experience involving a similar aerial crossing of the CA Aqueduct with dual waterlines (24" & 30" pipelines), which involved direct coordination with the DWR to gain approvals successfully and the required encroachment permit to allow construction to remain on schedule. For this project, DWR did not allow any work to occur within the aqueduct, so the new pipeline crossing needed to span the aqueduct without requiring support or excavation within the concrete portion of the channel. Ben will leverage his previous experience with the Corral Hollow project for the City of Tracy to engage with DWR early in the preliminary design process to discuss required design parameters and potential design concepts. This will be a critical path item to ensure the contract documents are approved, necessary approvals are in place when the contract is awarded, and the Contractor is ready to begin work.

Similar CA Aqueduct Crossing Project Completed

1014-590

Trenchless Rehabilitation and Installation Experience

We understand that the new pipeline will connect to existing sections of buried pipelines and tunnels provided that they can accommodate a flow rate of 60 cfs and meet the acceptable design standards to achieve the District's expectations of a 50-year design life (structurally sound). Assuming these sections do not need to be replaced, our team brings relevant condition assessment experience to evaluate what, if any, rehabilitation methods are most appropriate for the existing conditions. Our condition assessment experts are skilled at selecting cost-effective, project-appropriate methods for extending the service life for existing assets. Our experience with rehabilitation methods such as cured-in-place pipe (CIPP), mortar and polymer spray-on products, and slip lining will allow us to quickly select and adequately scope any required rehabilitation improvements suitable for raw water applications and if necessary, achieve NSF 61 compliance.

Existing Crossing of E. Barrel Springs Road

Existing Crossing of E. Barrel Springs Road

Depending on the condition assessment findings of the Pearblossom Highway channel crossing and the CA Aqueduct (discussed earlier), our team brings relevant trenchless design experience to develop the trenchless crossing plans and specifications (provided as an Optional Task – see Section F) required to obtain the permitting approvals that will meet the desired construction completion timeline for this project.

Our team's extensive experience evaluating projects and trenchless methods, coupled with Bruin's geotechnical experience in the project area, allows our team to conduct the necessary due diligence to determine feasible, cost-effective installation methods and related risks, and communicate those to the District, Caltrans, and DWR (respectively).

Experience Assisting with Prequalification and Prepurchase Documents

Our team is experienced in the development of prequalification for general pipeline contractors and prepurchase documents for long lead items for our clients. Hazen will work closely with PWD to develop these prequalification and prepurchase documents that align with your contracting requirements for the pipe material recommended in the previous feasibility study.

Cost Estimating Experience

Despite the recent market volatility and supply chain disruptions, Hazen's cost estimating group has been successful in preparing accurate estimates that are within 6-percent of contractor bids in a dynamic industry.

Leveraging our team's local knowledge and construction experience to inform an accurate set of contract documents, Hazen will prepare construction cost estimates at the 60-percent and 100-percent design stages that will provide PWD with confidence leading into the project bidding phase.

We **specialize in providing defensible cost estimates** for budgeting and decision making.

119 estimates in 2021 were worked on from the conceptual design through bid phase

$5.3B Total value of that work

Over the last two quarters we have come within **6%** of the **low bids** submitted by Contractors

Our knowledge of construction market conditions will inform the cost estimate. We understand the changing dynamics of the industry.

$1.5B in low-interest loans provided by the Water Infrastructure Finance and Innovation Act for water and wastewater related work

+8% rise in construction cost prices this year

5% increase in construction wages due to a skilled labor shortage

1014-590

Section H:

References

Section H: References

Firm Client References

	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5
Hazen and Sawyer	MWRA Section 99/53 Improvements, Massachusetts Water Resources Authority Milan A. Horbaczewski, PE, Senior Program Manager (617) 305-5440 Milan.horbaczewski@mwra.com Key Personnel: Ben Romero, Jerimy Borchardt, Kim Hanson, Adam Brown	Yadkin Regional Water Supply Project John Shutak, PE, Engineering Director (707) 283-3651 john.shutak@unioncountync.gov Key Personnel: Ben Romero, Jerimy Borchardt, Kim Hanson	Salt Lake Aqueduct Replacement, – Cottonwood Connection Project Wayne Winsor, PE, Assistant General Manager (801) 942-9631 winsor@mwdsls.org Key Personnel: Ben Romero, Jerimy Borchardt, Ethan Ford, Adam Brown	Large Diameter Open Cut Installations, Catskill / Delaware UV Facility Paul V. Rush, PE Deputy Commissioner Bureau of Water Supply NYC Environmental Protection (845) 340-7800 prush@dep.nyc.gov Key Personnel: Josh Farmer	Poway Flow Control Facility Shadi Sami, MSCE, PE Principal Civil Engineer City of Poway|Public Works Department (858) 668-4717 ssami@poway.org Key Personnel: Alejandro Quiroz, Jerimy Borchardt
Arrow Engineering Corp.	Antelope Valley College – Fox Field Campus and Construction Yard Project Contact: Antelope Valley College Doug Jensen (661) 722-6526 djensen@avc.edu Key Personnel: Brian Glidden, Larry Talbot, Kyle Parker	AVEK SNIP Phase II Pipeline (Aerial and Control) Kennedy/Jenks Consultants David Ferguson (626) 568-4302 DavidFerguson@KennedyJenks.com Key Personnel: Brian Glidden, Larry Talbot, Kyle Parker	City of California City – Water & Sewer System Location Services Joe Barragan, Public Works Director (760) 223-1007 jbarragan@californiacity-ca.gov Key Personnel: Brian Glidden, Larry Talbot, Kyle Parker	Mojave Air & Space Port – Perimeter Road Conceptual Design Mojave Air & Space Port Floyd Van Wey & Mel Langford (661) 824-2433 ext. 215 floyd@mojaveairport.com Key Personnel: Brian Glidden, Larry Talbot, Kyle Parker	State Route 14 and Ave J Interchange – Lancaster Caltrans Jay Satalich, Supervisor (213) 897-1721 jay.satalich@dot.ca.go Key Personnel: Brian Glidden, Larry Talbot, Kyle Parker
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1014-590

Key Personnel Client References

	Reference 1	Reference 2	Reference 3
Ben Romero, PE Project Manager	Salt Lake Aqueduct Replacement – Cottonwood Connection Project Wayne Winsor, PE Assistant General Manager (801) 942-9631 winsor@mwdsls.org Role: Principal in Charge/Technical Advisor	Grayson Well 69 - Pump Station & Pipeline Improvements City of Modesto Miguel Alvarez Associate Engineer/Project Manager (209) 577-5348 malvarez@modestogov.com Role: Project Manager	MWRA Section 99/53 Improvements Massachusetts Water Resources Authority Milan A. Horbaczewski, PE Senior Program Manager (617) 305-5440 Milan.horbaczewski@mwra.com Role: Lead Design Engineer
Marc Solomon, PE Principal-in-Charge	UV and Diversion System Project City of Santa Rosa Tanya Mokvyts Supervising Engineer (707) 543-3958 tmokvyts@srcity.org Role: Project Manager	Various Treatment Plant, Pump Station & Pipeline Projects Las Gallinas Valley Sanitary District Mike Prinz, City of Santa Rosa, Deputy Director of Subregional Operations (707) 543-3876 mprinz@srcity.org Role: Project Manager/Technical Advisor	Enhanced Treatment and Secondary Upgrade Project Union Sanitary District Armando Lopez Treatment Plant Manager (510) 477-7517 armandol@unionsanitary.ca.gov Role: Technical Advisor/Operations Client
Jerimy Borchardt, PE Design Manager	Salt Lake Aqueduct Replacement – Cottonwood Connection Project Wayne Winsor, PE, Assistant General Manager (801) 942-9631 winsor@mwdsls.org Role: Design Manager	Water Pipeline Improvement Project City of Manhattan Beach Tim Birthisel, Project Manager (310) 802-5368 tbirthisel@citymb.info Role: Project Manager/Engineer	American Basin Fish Screen and Canal Natomas Mutual Water Company Brett Gray General Manager (916) 419-5936 bgray@natomaswater.com Role: Project Manager/Engineer/ Construction Manager
Ethan Ford, PE Pipelines TA	Salt Lake Aqueduct Replacement – Cottonwood Connector, Metropolitan Water District of Salt Lake Wayne Winsor, Engineering Manager (801) 942-9631 winsor@mwdsls.org Role: Senior Review Engineer	Old Hampden Utilities Improvement Project, City of Englewood Rachel Grafman, Captical Project Engineer (303) 762-2510 rgrafman@englewoodco.gov Role: Senior Review Engineer	Eastern New Mexico Rural Water System, Eastern New Mexico Rural Water Authority Orlando Ortega, Project Administrator (575) 935-4262 oortega@enmwua.com Role: Design Manager

1014-590

	Reference 1	Reference 2	Reference 3
Adam Brown, PE Pipeline Design Lead	Driscoll Main Renewal Alameda County Water District Dorota Budzynska Project Engineer (510) 668-4420 dorota.budzynska@acwd.com Role: Project Manager/Engineer	Annual Main Replacement Program San Jose Water Nicole Dunbar Director of Engineering Water Services (408) 279-7862 Nicole.dunbar@sjwater.com Role: Direct Reporting Project Staff	Wykoff Drive WL Replacement City of Vacaville Jacob Smith Acting Engineering Manager (707) 449-5170 jacob.smith@cityofvacaville.com Role: Project Manager/Engineer
Sean DePuis, PE Structural Lead	Goleta Sanitary District Biosolids and Energy Phase 1 Goleta Sanitary District Steve Wagner General Manager / District Engineer (805)967-4519 swagner@goletasanitary.org Role: Structural Lead	Santa Rosa Skyfarm A and Hanford Pump Stations City of Santa Rosa Mark Kasraie (no longer with City of Santa Rosa, works with Marin Municipal Water District) Project Manager (206) 816-5556 mkasraie@marinwater.org Role: Structural Lead	Enhanced Treatment and Site Upgrade (ETSU) Program Union Sanitary District Armando Lopez Plant Manager (510) 477-7579 armandol@unionsanitary.ca.gov Role: Structural Lead
Jennifer Jacobus, PhD CEQA/Permit Coordination	PWD Water System Master Plan Program EIR Palmdale Water District Matthew Knudson General Manager, Antelope Valley-East Kern Water Agency (previously with PWD) (661) 943-3201 mknudson@avek.org Role: Project Manager	Kern River Water Rights Allocation Plan EIR and SEIR Kern Delta Water District L. Mark Mulkay Water Resources Manager 661-834-4656 Mark@kerndelta.org Role: Project Manager	Baker Regional Water Treatment Plant EIR Irvine Ranch Water District Fiona Sanchez Director of Water Resources 949-453-5300 sanchezf@irwd.com Role: Project Manager
Kim Hanson, PE Trenchless Design Lead	Project Name: Crabtree Interceptor Improvements Phase III Client: McKim and Creed, Inc. Contact Name: Nisha Thuruthy, PE, PMP Title: Project Manager Phone: 919-233-8090 Email: NThuruthy@mckimcreed.com Your role on the project: Tunnel Design Lead	Project Name: Neuse River East Parallel Interceptor Client: City of Raleigh Contact Name: Dennis Lassiter, PE Title: Senior Project Administrator Phone: 919-996-3477 Email: Dennis.Lassiter@raleighnc.gov Your role on the project: Trenchless Design Engineer, Construction Management	MWRA Section 99/53 Improvements, Massachusetts Water Resources Authority Milan A. Horbaczewski, PE, Senior Program Manager (617) 305-5440 Milan.horbaczewski@mwra.com Role: Trenchless Design Engineer

Section I:

Accept the District's Professional Services Agreement

Section I: Accept the District's Professional Services Agreement

Hazen and Sawyer has reviewed the District's sample agreement and generally finds the terms and conditions to be acceptable. We are prepared to sign the Sample Agreement for Services without alterations or exceptions to the Agreement after selection.

Appendix

Resumes

Marc Solomon, PE, BCEE, D.WRE

Principal In Charge, CEQA/Permit Coord

Mr. Solomon is an accomplished project manager on a wide range of potable water, wastewater, stormwater, and recycled water projects. Marc's broad project experience has exposed him to all phases of project permitting, planning, design, system modeling, system controls, construction management, and operational reliability.

Title

Vice President

Education

M.S., Public Health, Tulane University, Louisiana

B.S., Civil Engineering, Duke University, North Carolina

Experience

- Total: 41 years
- With Hazen: 10 years

Certification/License

Licensed Professional Civil Engineer: CA

Water Treatment Plant Operator

Water Distribution System Operator

AAEE Board Certified Environmental Engineer

ASCE Diplomat, Water Resource Engineer

Value Engineering Certification

Home Office

San Francisco, CA

Areas of Expertise

- Managing complex wastewater, stormwater and recycled water projects
- CEQA/NEPA documentation and permitting
- Strategic planning and management
- O&M consulting
- Workshop facilitation using multi-complex decision analysis

City of Santa Rosa Geysers Recharge Project, Santa Rosa, CA
Project Engineer. Responsibilities in this $250 million project include being the task leader for alignment analysis, permit acquisition, local agency coordination, hazardous materials project assessment and oversight, stakeholder outreach including farmers and environmental NGOs and right-of-way acquisition from public agencies.

City of Santa Rosa Incremental Recycled Water Program (IRWP), Santa Rosa, CA
Served as **Project Manager/Coordinator** for elements of the program. This program identifies project alternatives to be considered for the future disposal of wastewater flows resulting from increases in population of cities that discharge to the Santa Rosa (regional) Treatment Plant. The technical memoranda also consider disposal and treatment impacts resulting from the upcoming California Toxics Rule (CTR). Study included preparation of technical memoranda pertaining to project alternatives such as indoor water conservation, agricultural reuse, river discharge, rapid infiltration and ponds, well injection, urban reuse, and aquifer storage and recovery.

Kitty Hawk Road 24-inch Reclaimed Waterline, Livermore, CA
Project Manager. Project involved a 24-inch reclaimed waterline. Project included 4,000-linear feet of 24-inch PVC pipe, 2,000 linear feet of 8- and 10-inch diameter reclaimed waterline and pressure reducing valve station, 300-foot I580 jack and bore involving Caltrans' coordination and review, innovative and cost-effective creek crossing, and special coordination with FAA for pipe routing.

Hazen

Otay Water District 1004-2 Pipeline, Reservoir and Pump Station, Spring Valley, CA
Project Manager. Design of a 16-inch water main, site improvements, 1.4 MG steel reservoir with a recirculation pump station and disinfection facility to replace an existing 0.3 MG tank.

City of Pleasanton, Pleasanton, CA
Project Manager for 3200 feet of 16-inch diameter transmission pipeline. Project includes evaluation of alternative materials, a bore and jack crossing of a storm channel and evaluation of alternative alignments.

Llano Trunk Sewer, City of Santa Rosa, CA
Project Manager. The 66-inch Llano Trunk Sewer conveys 60% City's wastewater flow to the treatment plant. Recent internal inspection revealed two significant leaks causing excessive amounts of I/I flow. In addition, the 30-year old 66-inch conveyance system was vulnerable to continued internal corrosion. This project included a preliminary design study that analyzed six alternatives. Based on the study, provided design services to replace the 66-inch Trunk Sewer.

Rancho Bernardo Pipelines, San Diego, CA
Project Manager of the design of 50,000 feet of 48-inch diameter potable water main and a parallel 36-inch diameter reclaimed water main. The project was delivered under the "design-build" delivery process. Work included alignment definition, environmental, permits, public participation, design and construction.

North Interceptor Wet Weather Facilities, East Bay Municipal Utility District, Oakland, CA
Project Manager. Study and design including 5,000 feet of 36-inch tape-wrapped, mortar-lined welded steel force main, 24-mgd pump station and a 98-inch jack and bore under I-80 in Berkeley, CA.

Contra Costa Water District, Concord, CA
Project Manager for the Thornwood Drive and Salvio Street transmission mains design including 10,200 feet of 24-inch diameter tape-wrapped, mortar-lined welded steel pipe with deep well anode bed.

Design of North Napa Bypass Sewer and Siphon, Napa Sanitation District, Napa, CA
Project Manager. The project involved the design of a new 36 to 54-inch gravity sewer, including a double barrel inverted siphon under the Napa River, that allows for the elimination of two District pump stations. The design included crossing under an existing railroad and coordination with construction for the Napa River Flood Control Project.

East Jack London Trunk Sewer Replacement, Livermore, CA
Project Manager. Design of a trunk sewer to the City's wastewater treatment plant. The design included 5,400 feet of 48-, 42-, and 36-inch PVC-lined RCP gravity sewer, and 3,850 feet of 12-inch sliplined HDPE gravity sewer. The alignment is in residential neighborhoods, adjacent to a school, and through easements on private property. Construction scheduling, traffic control, and bypass pumping were critical to the success of the project.

North Trunk Relocation, Livermore, CA
Project Manager. The project included environmental review, permitting, and design for fast-track relocation of the City's North Trunk gravity sewer. The project included relocating 3,100 feet of 24-inch PVC gravity sewer at depths greater than 20 feet out of a creek embankment, where erosion had undermined the reliability of the sewer. The design included coordination with Caltrans and the developer of an adjacent property where the relocated sewer was relocated.

Ben Romero, PE

Project Manager

Mr. Romero serves as Hazen's Conveyance Practice Lead for the West Region. He has over 29 years of water resources engineering, planning, condition assessment, design, and construction experience. Ben has spent the last 24 years specializing in water and wastewater conveyance design and construction throughout the West.

Title

Vice President

Education

B.S., Civil Engineering, University of California, Davis

Experience

- 28 total years
- 5 years with Hazen

Certification/License

Professional Civil Engineer: CA, UT, NY

Authorized Entrants and Attendants for Permit-Required Confined Spaces (OSHA 29 CFR 1910.146

Areas of Expertise

- Project Management
- Quality Assurance/Quality Control
- Pipeline Planning, Design, & Construction
- Pipeline Design: Welded Steel Pipe (WSP), DIP, PVC, HDPE, and RCP
- Pipeline Alignment Routing
- Alternatives Analysis
- Utility Investigations
- Environmental Permitting & Compliance
- Services During Construction
- Condition Assessment & Rehabilitation
- Hydraulic Modeling/ AnalysisAlternative Analysis

Yadkin Raw Water Infrastructure Design Project, NC

Technical Reviewer. This is a $150 M (estimated construction cost) design-build raw water supply project for Union County Public Works. The project is being delivered as a progressive design-build with Garney Construction as the prime contractor and Hazen as the design engineer. The project involves a new lake intake, pump station, and 29-miles of 42-inch and 54-inch WSP for raw water conveyance. The project will ultimately supply 35-mgd raw water to a new water treatment plant in Union County, NC, and 3-mgd raw water for the Town of Norwood, NC. I reviewed all draft and final project deliverables (design plans, specifications, and calculations for WSP design).

Cottonwoods Connection Project, Metropolitan Water District of Salt Lake & Sandy, Sandy, UT

Principal-in-Charge for the preliminary and final design of this regional resiliency transmission pipeline project including 1.5 miles of 36-inch and 2.5 miles of 60-, 66-, and 72-inch Welded Steel Pipeline (WSP) to provide both an interim 40 MGD interconnection between the Big Cottonwood Creek Pump Station and Little Cottonwood Water Treatment Plant (LCWTP) and final deliveries of 145 MGD from LCWTP to the Terminal Reservoir in Salt Lake City. This highly technical project included pipe-to-soil modeling to inform the WSP design through three areas with slope stability concerns and the crossing of a multi-strand fault zone with nine feet of anticipated vertical displacement to achieve the required American Lifelines Association Class IV essential classification to remain operational after a seismic event. The project required extensive public involvement because of historical residential development encroachment into the existing easement. Project features also included 1) two interconnection vaults with mechanical, electrical, and I&C design, 2) hydraulic and transient analysis, 3) design of associated appurtenances, and 4) the relocation of 2,000 feet of existing 36- and 69-inch parallel pipelines.

Hazen

MWRA Section 53/99 Pipeline Improvements Design and Engineering Services During Construction, Massachusetts Water Resources, Boston, MA

Lead Project Engineer. Leading the preliminary design, final design and ESDC's for approximately 4,500 feet of new 48-inch-diameter pipeline and rehabilitation of approximately 4,000 feet of 24-inch diameter cast iron pipe to improve the hydraulic capacity and reliability of MWRA's Northern High-Pressure zone that connects to the Sections 53 and 99 water system. Hazen team members performed comprehensive pipeline alternatives routing analysis, hydraulic analysis of proposed alternatives, preliminary design, pipeline condition assessments, construction cost estimates, and defensible final design contract documents and engineering services during construction for multiple large diameter water transmission pipelines that will be completed under two separate construction contracts.

Provo Reservoir Canal Enclosure; Provo River Water Users Association, UT

Design Manager and Project Engineer for the Provo River Canal Enclosure (PRCE) project. This $134 million project included the design of approximately 20 miles of 132-inch-diameter to 144-inch-diameter pipeline to enclose the existing Provo Reservoir Canal (PRC). The pipeline was designed considering current seismic design practices and will operate at pressures up to 40 psi. The project included more than 9,000 feet of 12-foot and 11-foot-diameter inverted siphons. The project also included a crossing of a railroad, slip lining of an existing 90-inch-diameter RCP pipe under a major freeway and numerous flow control and turnout structures, air valve vaults, blow off structures, turnout structures, and other pipeline appurtenances. The project also included the relocation of numerous utilities at all canal street crossings.

Geysers Recharge Project – Healdsburg North and South Segments, City of Santa Rosa Utilities Department, Santa Rosa, CA

Lead Design Engineer for the final design of the Healdsburg North and South Pipeline contract of the Geysers Recharge Project, that includes 40-miles of transmission pipeline to convey approximately 40 MGD of effluent from a wastewater treatment plant to the Geysers geothermal wells (world's largest geothermal facility) for electrical power generation. Pipeline design of the 48-inch-diameter steel pipe includes typical trenching techniques combined with three micro tunnels and one bore and jack tunnel to avoid sensitive areas along the pipeline alignment. Responsible for alignment selection analysis, pipeline design, coordination of surveying and mapping, agency interaction, and permit acquisition of the Healdsburg North and South Pipeline segment.

Ophir Road/Taylor Road Pipeline, Placer County Water Agency, Placer County, CA

Lead Design Engineer for conceptual site layout, preliminary and final design of 15,000 feet of potable water transmission system consisting of 60-inch and 42-inch-diameter welded steel pipe, a large pressure-reducing station, and numerous appurtenances. Managed the efforts associated with the geotechnical, surveying and mapping, permitting and multiple stakeholder agencies. The project included a geotechnical evaluation of several tunneling techniques for a 60-inch-diameter pipeline through a variety of ground conditions (hard rock to sand).

Jerimy Borchardt, PE

Design Manager, Services During Construction

Mr. Borchardt is a civil engineer and project manager with 17 years of experience in the planning, design, and construction management/inspection of multidiscipline water and wastewater conveyance and transmission systems.

Title

Senior Associate

Education

B.S., Civil Engineering, California State University, Fresno, CA

Experience

- Total: 17 years
- With Hazen: 5 years

Certification/License

Professional Civil Engineer: CA

OSHA: 10-hour Construction; 8-hour Confined Space

Home Office

Sacramento, CA

Areas of Expertise

- Project Management
- Project Delivery
- Water Conveyance System Planning, Design, and Construction
- Multi-discipline Pump Station Design and Construction
- Large diameter pipeline design: welded steel pipe (WSP), ductile iron pipe (DIP), PVC, HDPE, RCP
- Pipeline Alignment Analysis (routing studies)
- Utility Investigations
- Hydraulic Analysis
- Construction Management
- Construction Inspection

Yadkin Raw Water Infrastructure Design Project, NCSDC

Project Engineer. This is a $150 M (estimated construction cost) design-build raw water supply project for Union County Public Works. The project is being delivered as a progressive design-build with Garney Construction as the prime contractor and Hazen as the design engineer. The project involves a new lake intake, pump station, and 29-miles of 42-inch and 54-inch WSP for raw water conveyance. The project will ultimately supply 35-mgd raw water to a new water treatment plant in Union County, NC, and 3-mgd raw water for the Town of Norwood, NC. I reviewed submittals, RFIs and other pipeline and appurtenance construction related documents.

MWRA Section 53 and 99 Pipeline Improvements Design and Engineering Services During Construction, Massachusetts Water Resources, Boston, MA

Project Engineer for the preliminary design, final design, and engineering services during construction for approximately 11,500 feet of 48-inch-diameter to 68-inch-diameter pipeline to improve the hydraulic capacity and reliability of the Water Authority's Northern High-Pressure zone by rehabilitating existing pipe and/or installing new pipeline sections that will be connected to the Sections 53 and 99 water system. Hazen team members performed comprehensive pipeline alternatives routing analysis, hydraulic analysis of proposed alternatives, preliminary design, pipeline condition assessments, construction cost estimates, and defensible final design contract documents and engineering services during construction for three large diameter water transmission pipelines which will be constructed under three (3) separate construction contracts.

Hazen

Cottonwoods Connection Project, Metropolitan Water District of Salt Lake & Sandy, Sandy, UT
Design Manager for the preliminary and final design of this regional resiliency transmission pipeline project including 1.5 miles of 36-inch and 2.5 miles of 60-, 66-, and 72-inch Welded Steel Pipeline (WSP) to provide both an interim 40 MGD interconnection between the Big Cottonwood Creek Pump Station and Little Cottonwood Water Treatment Plant (LCWTP) as well as final deliveries of 145 MGD from LCWTP to the Terminal Reservoir in Salt Lake City. This highly technical project included pipe-to-soil modeling to inform the WSP design through three areas with slope stability concerns and the crossing of a multi-strand fault zone with nine feet of anticipated vertical displacement to achieve the required American Lifelines Association Class IV essential classification to remain operational after a seismic event. The project required extensive public involvement because of historical residential development encroachment into the existing easement. Project features also included 1) two interconnection vaults with mechanical, electrical, and I&C design, 2) hydraulic and transient analysis, 3) design of associated appurtenances, and 4) the relocation of 2,000 feet of existing 36- and 69-inch parallel pipelines.

Central Water Project Vineyard Wellfield Collector Pipeline, Central Utah Water Conservancy District, Vineyard, UT
Role for 2.75 mile, 24- through 48-inch welded steel pipeline used to collect and convey up to 78 cubic feet per second (cfs) of groundwater from ten separate well sites. The pipeline design includes trenchless construction for two railroad and one overpass crossing, provisions for future connection to ten separate well sites, a well/City turnout bifurcation vault, and multiple manway, ARV, and blow-off appurtenances and vaults. The project also included approximately 2,800 feet of 24-inch gravity well-to-waste pipeline for discharge of well water during well startup. Because the pipeline crossed through multiple cities and multiple active residential construction areas, the project required close coordination with several local governments and developer engineers to coordinate pipeline alignment and minimize impacts and conflicts to existing and proposed utilities.

Provo Reservoir Canal Enclosure; Provo River Water Users Association, UT
Project Engineer for the Provo River Canal Enclosure (PRCE) project. This $134 million project included the design of approximately 20 miles of 132-inch-diameter to 144-inch-diameter pipeline to enclose the existing Provo Reservoir Canal (PRC). The pipeline was designed considering current seismic design practices and will operate at pressures up to 40 psi. The project included more than 9,000 feet of 12-foot and 11-foot-diameter inverted siphons. The project also included a crossing of a railroad, slip lining of an existing 90-inch-diameter RCP pipe under a major freeway and numerous flow control and turnout structures, air valve vaults, blow off structures, turnout structures, and other pipeline appurtenances. The project also included the relocation of numerous utilities at all canal street crossings.

San Diego County Water Authority Planning Services for Task 3 - San Diego 5ABC Flow Control Facility Replacement, San Diego County Water Authority, San Diego, CA
Project Engineer for the preliminary alternatives analysis, planning level conceptual design and cost estimates for new facilities and transmission pipelines including stakeholder coordination, environmental review and permitting evaluation of several viable alternatives for replacing the SD 5ABC Flow Control Facility (FCF). The Hazen team identified and recommended the preferred alternative for further evaluation during next phase of preliminary design. In addition, team members completed a hydraulic analyses based on the various flow demand deliveries through the Second Aqueduct system from the Miramar Vent to the Red Cedar Crossover to determine if the higher hydraulic gradients required to operate the 5ABC FCF and/or a hydraulic constraint at Red Cedar is causing the back-up in Miramar vent. Team members collaborated closely with the Water Authority throughout this project using in-person workshops and virtual meetings to review the results and discuss the recommendations during each of the project milestones.

Ethan Ford, PE

Technical Advisor/QA/QC Management - Pipelines

Mr. Ford is Hazen's Conveyance Practice Lead for the Denver office and has 17 years of experience in the conveyance industry on a variety of projects with local and regional clients across the country. His works includes over 500 miles of pipeline management and design ranging in diameters up to 144-inch. His work also includes pump station and intake alternatives analysis and design along with pipeline alternative alignment analysis.

Title

Associate

Education

B.S., Colorado State University

Experience

- Total: 17 years
- With Hazen: 1 year

Certification/License

Professional Engineer: CA, TX, NM

Home Office

Greenwood Village, CO

Areas of Expertise

- General conveyance project management, design, and services during construction
- Steel, DIP, PVC, HDPE, RCP, and GRP pipeline design
- Large diameter steel pipeline design
- Potable, reclaimed, raw, storm, sanitary, and brackish water pipeline design
- Pipeline appurtenance design
- Intake and pump station design
- Alternatives alignment analysis

Salt Lake Aqueduct Replacement – Cottonwoods Connector Project, Metropolitan Water District of Salt Lake & Sandy, Cottonwood Heights, UT

Project Engineer. Provided quality control reviews and senior technical support for the design of approximately 5,000 LF of 36-inch welded steel pipe and 15,000 LF of 60-inch to 72-inch welded steel pipe. Planning included extensive hydraulic analysis to 'right size' the pipe to accommodate short-term raw water transfers and future finished-water use to increase regional resilience. Additional roles included leading the welded steel pipeline calculations, oversight of the pipeline appurtenances design, and leading the development of project specifications and pre-selection packages for early material procurement.

Old Hampden Utilities Improvement Project, City of Englewood, CO

Senior Review Engineer providing quality control reviews and senior technical support for the design of new pipeline infrastructure to benefit current and future residents of the Old Hampden corridor. Design components consisted of 18-inch and 6-inch potable water pipelines, 66-inch storm pipeline, and CIPP of an existing 66-inch storm pipe. Benefits of the new design include eliminating flooding at the street, eliminating water main breaks in the area, consolidating the complicated sanitary system, and reducing the risk of breakdown of the only booster pump station in the area. Additional public outreach efforts for improved streetscape were also incorporated to provide for a grant-application level design.

Hazen

Sand Creek Reclaimed Waterline Project, Aurora Water, Aurora, COProject Manager for the study phase of a proposed 10 million gallon per day bi-directional reclaimed 5-mile, 30-inch steel pipeline in Aurora. The project consisted of a pipeline alternative alignment analysis that evaluated capital cost, future capital cost, and non-cost criteria to provide a defensible approach to selecting a preferred alignment. The project also includes a hydraulics analysis, electrical and I&C analysis, and a detailed project risk matrix. This work is part of a multiphase project that is intended to secure a pipeline corridor through easement acquisition and utilization of City of Aurora right-of-way during the study phase and early design phases compared to the conventional approach of securing a corridor during detailed design phases. This alternative approach to securing a pipeline corridor is critical to a project's success in areas of high urban development.

Raw Water Transmission Pipeline to Industrial User Project, Albuquerque Bernalillo County Water Utility Authority, Albuquerque, NM

Design Manager for approximately 7 miles of 16-inch and 20-inch pipe through City of Albuquerque roadways, a 100,000-gallon hydraulic control tank for operational storage, and a terminal facility to provide flow control, instrumentation and control, and metering, and a connection to an existing storage tank. Provided management and oversight for planning and engineering services including pipeline alignment studies, hydraulic and surge analysis, city right-of-way coordination, survey services, utility investigation, geotechnical services, and design and construction management services.

Water Transmission Main Relocation, Great Lakes Water Authority (GLWA), MI

Design Manager for the relocation of 2.5 miles of a 96-inch diameter water transmission main around a closed industrial landfill that serves 11 communities and over 210,000 people. The project is part of GLWA's 32 mile water transmission system that interconnects the Lake Huron water with several water treatment plants in the Detroit Metropolitan area. The project consisted of designing a new 96-inch welded steel water transmission main and associated appurtenances, roadway design, and trail improvements.

Eastern New Mexico Rural Water System (ENMRWS) Project, Eastern New Mexico Rural Water Authority, Clovis, NM

Design Manager for approximately 80 miles of steel pipeline ranging in diameter from 36 to 54 inches, and the design of approximately 70 miles of ductile iron pipe ranging in diameter from 6 to 24 inches. Managed the design from alternative analysis phases through detailed design. Provided management and oversight for horizontal and vertical pipeline alignment analysis, communication with the project participants and municipalities involved in the project, preparation of pipeline cost estimates, hydraulic analysis to determine pipeline pressure classes and wall thicknesses, and creation of project pipeline design criteria. The project generally includes raw water pipelines and pump stations, water storage tanks, a water treatment plant, and finished water pipelines.

Adam Brown, PE

Pipeline Planning & Design, Services During Construction

Mr. Brown is a highly experienced civil engineer with expertise in water and wastewater projects, boasting 15+ years of experience. His expertise includes design for various pipeline projects, and certifications in manhole rehabilitation. Adam is also proficient in site civil layout, utility coordination, cost estimating, permitting, and has served as design manager, project manager, and QA/QC reviewer. He has supported clients in bidding processes and delivered engineering services during construction.

Title

Associate

Education

B.S., Civil Engineering, Cal Poly, San Luis Obispo, 2007

Experience

- Total: 16 years
- With Hazen: 1 years

Certification/License

Professional Civil Engineer: CA

Home Office

Sacramento, CA

Areas of Expertise

- Project Management
- Project Delivery
- Quality Assurance / Quality Control
- Wastewater Conveyance Design and Construction
- Water Conveyance Design and Construction
- Pipeline Design (PVC, HDPE, RCP, DIP, Steel)
- Manhole Rehabilitation
- Alternative Analysis
- Utility Investigations
- Environmental Permitting and Compliance
- Services During Construction
- Pipeline Condition Assessment and Rehabilitation

MWRA Section 53/99 Pipeline Improvements Design and Engineering Services During Construction, Massachusetts Water Resources, Boston, MA

Technical QA/QC Reviewer. Assisted the Project team during preliminary design, final design and ESDC's for approximately 4,500 feet of new 48-inch-diameter pipeline and rehabilitation of approximately 4,000 feet of 24-inch diameter cast-iron pipe to improve the hydraulic capacity and reliability of MWRA's Northern High-Pressure zone that connects to the Sections 53 and 99 water system. Hazen team members performed comprehensive pipeline alternatives routing analysis, hydraulic analysis of proposed alternatives, preliminary design, pipeline condition assessments, construction cost estimates, and defensible final design contract documents and engineering services during construction for multiple large diameter water transmission pipelines that will be completed under two separate construction contracts.

Cottonwoods Connection, Metropolitan Water District of Salt Lake and Sandy, Cottonwood Heights, UT

Project Engineer. Assisted with design efforts and specification preparation for the installation of over 19,000 LF of new welded steel pipeline ranging in diameter from 36 inches to 72 inches. The Project was a collaboration between the Metropolitan Water District of Salt Lake & Sandy and Salt Lake City Department of Public Utilities to jointly construct new pipelines that, when interconnected, will provide a resilient water supply and add additional capacity and flexibility to exchange water supplies between the two agencies both in the near and long term. The Project was comprised of three separate pipeline sections that were interconnected to convey raw and finished water north and south.

Hazen

Sweeney Ridge Water Tank and Pipeline, City of San Bruno, San Bruno, CA

Design Manager and lead designer for the replacement of approximately 4,900 feet of 14-inch diameter steel pipe. The project also involved the design of a new 0.4-million-gallon tank that designed and managed by other team members. The tank and piping facilities were constructed around 1955 and had been in service nearly 65 years. The pipeline experienced a change in elevation of about 600 feet at its lowest point and is being replaced due to numerous repairs that have been required by City staff. The project involved evaluating pipeline construction methods, evaluating tank site improvements, researching existing easements and right-of-way, performing potholing and utility mapping, cathodic protection design, and coordinating CEQA/NEPA compliance. Other project challenges included ensuring adequate fire flow while the tank and pipeline are out of commission, adequately addressing the parallel existing gas transmission main and overhead high voltage electric transmission wires, and coordinating with Federal property owners and SFPUC. Due to environmental impacts and construction constraints, the decision was made to slipline a majority of the pipe with a fold and form liner while only replacing the existing pipe with new ductile iron pipe in the segments experiencing the highest pressures. The design is ongoing and is expected to be constructed in 2024/2025.

Municipal Recycled Water Main, City of Healdsburg, Healdsburg, CA

Mr. Brown served as **Project Manager and lead designer** for the installation of approximately 2 miles of 12-inch diameter C900 PVC recycled water main. The project involved a comprehensive subsurface utility engineering (SUE) investigation to map existing utilities over the entire corridor which was used to perform a pipeline alignment study. The project also involved a trenchless crossing of Highway 101 and coordination with Sonoma Marin Area Rail Transit (SMART) to utilize an existing casing beneath their tracks. An environmental assessment was also required to determine if the current project scope was covered by the City's original Environmental Impact Report (EIR) for the recycled water system. All findings were documented in a Preliminary Design Report (PDR) before moving into the final design phase. The project's schedule was determined by the City's grant funding awarded by the California Department of Water Resources (DWR). The project is currently still being designed.

Lammers Road Transmission Main, City of Tracy, Tracy, CA

Mr. Brown served as **QA/QC Reviewer** for the design and construction of approximately 7,000 feet of 12-inch, 20-inch, and 24-inch potable water transmission mains. The project had previously been modeled for the purpose of identifying buildout alternatives using existing facilities. The alternative that was chosen included multiple tie-in locations that would re-zone existing piping in addition to adding the new pipelines. Small portions of pipeline were abandoned as part of this project. Key challenges included a trenchless crossing under Union Pacific Railroad, crossing Pacific Gas & Electric right-of-way, and installing the transmission main under an irrigation canal via open cut, which required a Division of Drinking Water Waiver.

Sean DuPuis, PE

Structural Design

Mr. DuPuis has more than 17 years of expertise in structural assessments, analysis, design, and construction of facilities for municipal, federal, and private clients. He has lead structural discipline and multi-discipline engineering and drafting project teams in development of construction documents including reports, calculations, drawings, and specifications.

Sean has also performed technical structural and contractibility reviews for water and wastewater design projects and provides services during construction including review of shop drawings and product data, answering requests for information, structural observation, and quality control management.

PFAS Treatment Project at MN Plant #2 Leland Thompson WTF, Rubidoux Community Services District, Jurupa Valley, CA
Structural Lead for design of foundations for GAC vessels, electrical equipment, pipe supports, and canopies.

Centralized Groundwater Treatment PFAS/ PFOA Treatment, City of Monterey Park, Monterey Park, CA
Structural Lead for design of foundations for a mix of refurbished and new GAC vessels, electrical equipment, pipe supports, and access stairs. Delivery as part of a Design Build team with Filanc.

Leo J. Vander Lans WTF Calcium Chloride Bulk Storage Expansion, Water Replenishment District of Southern California, Lakewood, CA
Structural Submittals Reviewer during Construction for the Calcium Chloride Bulk Storage Expansion Project. Calcium chloride is used at the Leo. J. Vander Lans Advanced Water Treatment Facility to stabilize reverse osmosis permeate prior to groundwater injection for the seawater barrier. The existing 5,000 gal calcium chloride storage tank does not provide adequate storage capacity when the plant operates at average flow, and for max 8 MGD design flow. Hazen recommended expanding storage by installing a new 5,000 gal storage tank. The structural scope included design of a conventionally reinforced, cast-in-place concrete containment structure for chemical storage, and cast-in-place concrete pipe trench with traffic rated precast covers used to connect the existing chemical containment structure with the new one. The design also includes a pre-engineered steel canopy structure over the chemical storage.

Title

Associate

Education

M.S., Civil Engineering, Arizona State University, Arizona

B.S., Civil Engineering, Arizona State University, Arizona

Experience

- Total: 17 years
- With Hazen: 3 years

Certification/License

Professional Civil Engineer: CA, No. 20869,Issued: 12/15/2015, Expiration: 03/31/2024

Professional Civil Engineer: AZ, No. 58287, Issued: 08/24/2014, Expiration: 09/30/2023

OSHA: 10-hour Construction; 8-hour Confined Space

Home Office

Sacramento, CA

Areas of Expertise

- Structural Assessment
- Structural Analysis
- Design and Construction
- Structural and Constructability Reviews of Water and Wastewater Design Projects
- Construction management and inspection

Hazen

La Brea Subarea Groundwater Supply Project – Wells, Transmission Main, and Treatment Facilities, City of Beverly Hills, CA
Structural Calculation Reviewer. This is a $50 M project the City is implementing to expand their local water supply by developing groundwater in the La Brea Subarea of the Central Groundwater Basin. The project includes three (3) groundwater wells to be drilled and equipped, 4-miles of raw water transmission main through the City of Los Angeles and Beverly Hills, and upgrade of the City's existing reverse osmosis treatment plant. The first phase of the project which Hazen is leading is the drilling and equipping of the first groundwater well, and construction of the 4-mile transmission main. Structural tasks include design of a well building with special reinforced masonry shear walls supporting a flexible roof diaphragm. The building roof system consists of cold-formed steel trusses supporting metal decking with rigid insulation and metal tile roofing. The well building was designed with a section of removable roof and removable walls to facilitate removal of the well pump and piping for maintenance or replacement.

South County Recycled Water Authority Membrane Bioreactor Expansion Project, South County Recycled Water Authority Gilroy, CA
Structural Lead. Lead the structural team in development of structural design drawings, calculations, and specifications for new basins, headworks, solids handling, and control facilities for the new MBR system addition to an existing treatment plant.

Water Quality BMP & Storm Drain Improvements Phase 2, GKN Aerospace Chemtronics, El Cajun, CA
Structural Engineer. Provided structural design drawings, calculations, and specifications for a bolted steel water storage tank foundation and a performance specification for the tank itself. Provided structural observation during construction for the tank foundation.

Kellogg Creek Radial Gate Replacement Project, Byron-Bethany Irrigation District, Byron, CA
Structural Lead. Led a multi-discipline team to develop design drawings and specifications for irrigation water diversion structures and controls. Worked closely with the project manager to manage project budgets and track scope changes. Provided review feedback to the team and performed structural design. Engineer of record for structural.

Woodland Davis Water Supply Project, Woodland, CA
Structural Engineer. Provided resident engineering services for structural construction documentation and coordination issues; provided structural design and constructability review of concrete basin structures during design-build project; and coordinated between office engineering staff and contractors for project issues, reviewed shop drawings, product data, calculations, and provided RFI responses. Provided structural observation services as the representative of the Engineer of Record and assisted with quality control program through inspection of structural items as Assistant QC manager.

Kimberly Hanson, PE

Trenchless Design/SDCs

Ms. Hanson specializes in trenchless design, and is experienced in the evaluation, design, and construction administration of municipal water and wastewater treatment and conveyance projects. She has been involved with all phases of trenchless and other conveyance infrastructure work including conceptual design, design, geotechnical investigation, cost estimating, and construction.

Title

Associate

Education

B.E. Ocean Engineering, United States Naval Academy

M.C.E Civil Engineering, North Carolina State University

Experience

- Total: 13 years
- With Hazen: 8 years

Certification/License

Professional Engineer: NC, TX

Home Office

Raleigh, NC

Areas of Expertise

- Trenchless Design
- Construction Administration
- Conveyance

Broad Run Interceptor Parallel Potomac Interceptor Phase 5 and Horsepen Run Parallel Sewer, Loudoun County, VA
Assistant Project Engineer and Resident Project Representative. Assisted with construction administration and part time construction inspection for phase 5 of the Horsepen Run Parallel Sewer (21,600 LF) the Broad Run Interceptor (2,500 LF). The project included approximately 25,000 linear feet of gravity sewer sized 18-inch through 96-inch, including installation by both open cut and trenchless methods. Ms. Hanson assisted with submittal coordination and review and part-time construction inspection of trenchless installation.

Neuse River East Parallel Interceptor, City of Raleigh Public Utilities Department, NC
Project Engineer. The project includes 25,000 linear feet of 84- and 96-inch interceptor providing wet-weather wastewater conveyance capacity to the City's multi-jurisdictional service area. The project required evaluation of flow metering data, modeling results and operational sequencing to implement flow management of wastewater flows between the new 96-inch interceptor and parallel 72-inch interceptors. The project is being completed in environmentally sensitive areas parallel to the nutrient sensitive Neuse River.

Crabtree Interceptor Improvements Phase III, City of Raleigh, NC
Project Engineer/Tunnel Engineer. Third phase of a project to address SSOs and future development flows. The project includes over 15,000 LF of 54-inch gravity interceptors traversing a heavily urbanized corridor of the City of Raleigh, encroaching on parks, private property, environmentally sensitive area, and roadways. The project consists of four 72-inch tunnel crossings for a cumulative total of 1,500 linear feet.

Yadkin Raw Water Infrastructure Project, Union County, NC

Assistant Project Engineer: Task lead for preliminary design, constructability analysis, and cost estimate for a crossing of the Yadkin River installed by Horizontal Directional Drilling. The project is a design-build project with Garney Construction Company and includes the following major facilities: Lake Intake with dual level screens; Raw Water Pump Station, 29-miles of raw water transmission main, numerous road, river and stream crossings, and over 250 easements.

Neuse River East Parallel Interceptor, Raleigh Water, NC

Project Engineer. The project includes 25,000 linear feet of 84- and 96-inch interceptor providing wet-weather wastewater conveyance capacity to the City's multi-jurisdictional service area. The project required evaluation of flow metering data, modeling results and operational sequencing to implement flow management of wastewater flows between the new 96-inch interceptor and parallel 72-inch interceptors. The project is being completed in environmentally sensitive areas parallel to the nutrient sensitive Neuse River.

Crabtree Interceptor Improvements Phase III, Raleigh Water, NC

Project Engineer/Tunnel Engineer. Third phase of a project to address SSOs and future development flows. The project includes over 15,000 LF of 54-inch gravity interceptors traversing a heavily urbanized corridor of the City of Raleigh, encroaching on parks, private property, environmentally sensitive area, and roadways. The project consists of four 72-inch tunnel crossings for a cumulative total of 1,500 linear feet.

Pleasure Bay Interceptor Tunnel, Two Rivers Water Reclamation Authority, NJ

Tunnel Engineer. Responsible for tunnel method alternative analysis, cost estimating, etc. Project includes a 80 ft diameter pump station shaft and a 25 ft diameter intake shaft that includes drop pipe and access. Tunnel is 3,500 lf of 10 ft diameter excavation by tunnel boring machine through competent marine soil at a depth of around 90 feet. The carrier pipe will consist of 54-inch diameter fiberglass reinforced pipe.

Chelford City Diversion Package No. 1, City of Houston, TX

Project Engineer/Construction Administration. This project includes 9,800 linear feet of 60-inch wastewater interceptor installed by single-pass microtunneling, installed an average of 55 feet below grade through an urban residential corridor. The project included long tunnel drives, with some curved alignments, and the installation of vortex units to dissipate energy during drops.

Henrico County Horsepen Branch Trunk Sewer, County of Henrico, VA

Project Engineer and Task Lead for the tunnel portion of the Horsepen Branch Trunk Sewer project for the County of Henrico. This project entails developing trenchless alignment alternatives for three road crossings as part of a proposed 60" parallel trunk sewer. Duties on this project included alignment design and constructability analysis.

Joes Creek Interceptor Improvement, Dallas Water Utilities, Dallas, TX

Assistant Project Engineer. Assisted the Task Lead for the tunnel portion of Joes Creek Interceptor Improvement for Dallas Water Utilities in Dallas, TX. The project entailed approximately 8,000 lf of 36" carrier pipe to be installed via trenchless method as well as additional smaller diameter trenchless installations and traditional open cut. Duties on this project included feasibility analysis, conceptual alignment design, constructability analysis, cost estimating and QA/QC review of construction documents.

Jennifer Jacobus, PhD

Principal-in-Charge

Dr. Jennifer Jacobus has 20 years of professional experience and a reputation for customer service and client satisfaction. Dr. Jacobus focuses exclusively on water and wastewater clients and projects throughout California, delivering a diverse array of environmental services to meet the unique needs of each district and community. Dr. Jacobus has a successful record of completion of CEQA/NEPA documents, natural resource permits, regulatory processes, and funding applications spanning a broad spectrum of projects that range from capital projects, conveyance, and pipeline systems, potable reuse and recycled water projects, to groundwater management, reservoir storage, water rights and surface water diversion projects. As a scientist with foundational training in ecology and resource management, Dr. Jacobus has a keen ability to communicate with technical teams to ensure appropriate and relevant analyses across all disciplines. Dr. Jacobus also has experience working with engineering design teams, to understand project features and operational criteria, and transcribe technical specifications into language that is accessible to the public for CEQA/NEPA documents.

EDUCATION

PhD, Resource Ecology & Management, School of Natural Resources & Environment, University of Michigan

MA, Geography, Boston University

BA, Economics, Johns Hopkins University

AFFILIATIONS

Association of Environmental Professionals

WateReuse Association, Los Angeles Chapter, Board Secretary

Association of California Water Agencies

Association of Women in Water, Energy, and Environment

SELECT PROJECT EXPERIENCE

Project Manager, Palmdale Water District – Water System Master Plan PEIR, Palmdale
The Master Plan will construct water system improvements throughout the 47-square-mile PWD service area to meet its potable water system current and future needs. The Master Plan identifies existing system deficiencies that need to be corrected as well as future facilities to be implemented in the near term and long term, including up to 133 miles of 6-inch- to 24-inch-diameter pipeline that needs to be replaced or upgraded, as well as new pump stations and storage tanks. The PEIR was certified in 2018. Dr. Jacobus managed the CEQA process for the EIR and worked with PWD to develop the scope and approach to the technical studies for biological and cultural resources.

Project Manager, Palmdale Recycled Water Authority – Recycled Water Master Plan IS/MND and Addendum, Palmdale
The Recycled Water Master Plan phases in delivery of recycled water throughout the City of Palmdale and Palmdale Water District. The Master Plan includes miles of new pipelines and multiple pump stations to bring water to various end uses, primarily irrigation for parks and schools as well as potential future sites for groundwater recharge. Dr. Jacobus managed the technical teams and CEQA process, resulting is successful adoption of the IS/MND in 2015. Subsequently, Dr. Jacobus supported the PRWA with an application for funding through the State Revolving Fund for Phase 2 of the Plan, communicating with the State Water Resources Control Board to ensure the environmental documentation met all State Board requirements. In 2020, an Addendum was submitted to the State Clearinghouse at the request of the State Board, to confirm the analysis in the IS/MND was updated, adequate, and applicable to current environmental conditions since five years had passed. The Addendum included analyses for resources added to the CEQA Guidelines since 2015, including Energy and Wildfire.

PREVIOUS PROJECT EXPERIENCE

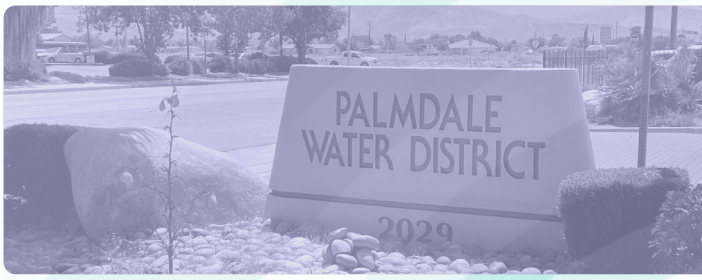
Project Manager, Palmdale Water District – Strategic Water Resources Plan Program EIR, Antelope Valley
Dr. Jacobus led the ESA team in preparing the PEIR for Palmdale Water District's (PWD) Strategic Water Resources Plan (SWRP). PWD prepared the SWRP to identify a portfolio of potential future water supplies required to meet the demands of planned growth within its service area. The future water supplies portfolio will include imported water, groundwater, and recycled water. ESA teamed up with RMC, preparers of the SWRP, to provide PWD with an efficient, knowledgeable team. The PEIR was certified in July 2012.

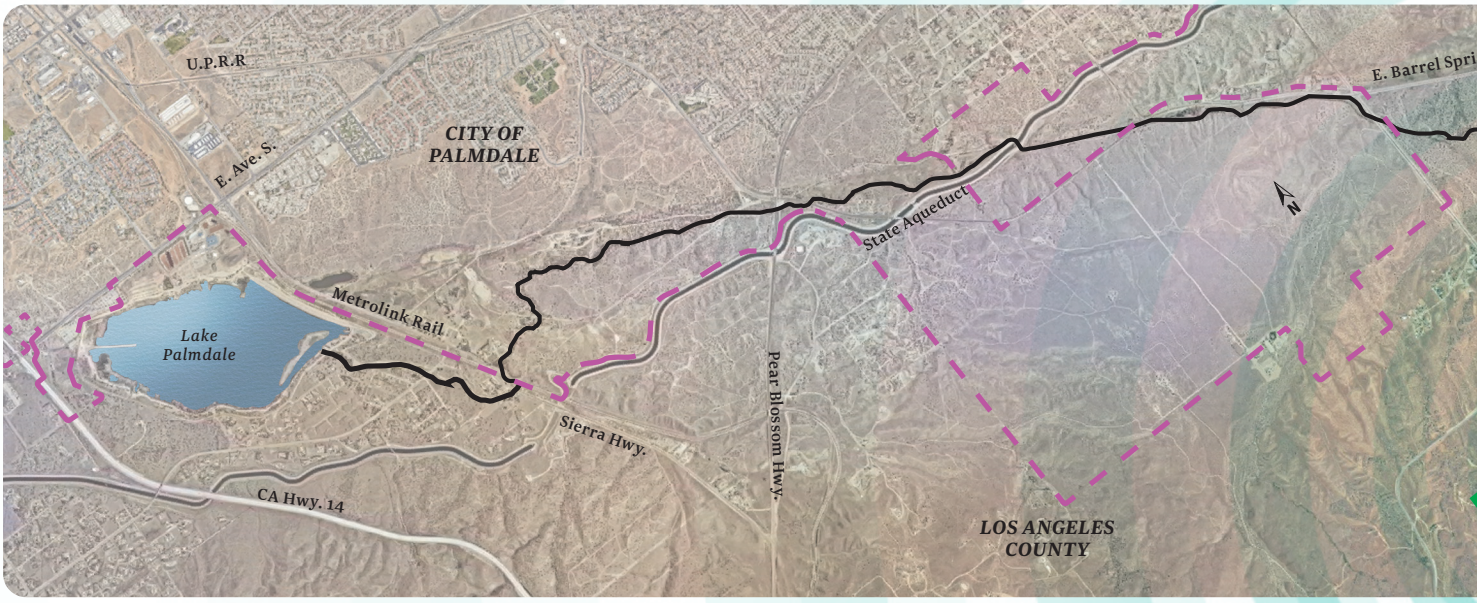
Deputy Project Manager, Sanitation Districts of Los Angeles County – Palmdale Water Reclamation Plant 2025 Facilities Plan EIR, Antelope Valley
Dr. Jacobus coordinated the CEQA team that prepared the alternatives screening analysis and EIR for the Sanitation Districts of Los Angeles County Palmdale Water Reclamation Plant (WRP) 2025 Facilities Plan. The EIR assessed impacts of expanding the treatment plant to accommodate projected demand of District No. 20, composed of much of the City of Palmdale and some of the adjacent unincorporated county areas in Antelope Valley, until the year 2025. The facility discharges to land application areas and agricultural fields in the Antelope Valley. The 2025 Facility Plan includes upgrading to full tertiary treatment and increasing agricultural and municipal reuse. Dr. Jacobus's team surveyed a large area to identify suitable locations for new storage reservoirs and increased agriculture. Controversial issues included groundwater quality, groundwater recharge alternatives, and land acquisition. Dr. Jacobus conducted reconnaissance-level surveys of land use at the study sites and assessed the impacts of proposed agricultural areas and storage reservoirs on land use. She also co-authored a constraints analysis evaluating the potential use of recycled water for groundwater recharge in Antelope Valley.

Project Director, Eastern Municipal Water District (EMWD) – San Jacinto Valley Raw Water Facilities IS/MND, San Jacinto
The San Jacinto Valley Raw Water Facilities are part of EMWD's Enhanced Recharge and Recovery Project (ERRP), which will enhance current and future water supplies by recharging raw (unfiltered) water imported from the State Water Project into the local groundwater aquifer. The Raw Water Facilities are new conveyance facilities that would increase the delivery capacity of replenishment water to the existing Mountain Avenue recharge basin sites and the Integrated Recharge and Recovery Program (IRRP) ponds within the San Jacinto River. The Raw Water Facilities connect to Metropolitan's existing Inland Feeder System Eastside Pipeline and include a flow control facility, chlorination treatment facility, and 2.5 miles of 60-inch diameter transmission pipeline within the public right-of-way of Esplanade Avenue in San Jacinto. As part of on-call services to EMWD, Dr. Jacobus provided oversight and quality control of the CEQA team, which completed technical reports for biological and cultural resources, as well as the CEQA Initial Study. The Mitigated Negative Declaration was adopted by the EMWD Board of Directors in June 2019.

Project Manager, Los Angeles County Public Works Waterworks Division No. 40 – North LA/Kern County Regional Recycled Water Project (Regional Project) CEQA-Plus PEIR and Phase 2 MND/EA, Los Angeles County
Dr. Jacobus managed the CEQA-Plus PEIR for the Antelope Valley Regional Recycled Water Project, which included a backbone recycled water system in and around the city of Palmdale. The Regional Project was sponsored by LACWWD40 and seven other regional water/wastewater partner agencies, including PWD. Dr. Jacobus coordinated all work products with LACWWD40 and the partner agencies. The Final PEIR was certified in 2008. Subsequently, in 2012 to 2014, Dr. Jacobus managed the preparation of an MND/EA for Phase 2 of the Regional Project, which included a segment of the backbone system. Due to Phase 2 funding from a federal Appropriation Grant, Dr. Jacobus coordinated with USEPA in preparation of an environmental information document (EID) and joint MND/EA to fulfill NEPA requirements. Dr. Jacobus worked with LACWWD40's engineering design team to prepare the MND/EA. Dr. Jacobus also supported USEPA's consultations with USFWS, to secure a letter of concurrence for no take of federally endangered species.

Hazen





PWD EST. 1918

Cost Proposal for

Professional Services for the Design, Permitting, and Construction of the Palmdale Ditch Conversion

August 3, 2023

CONCEPTION TO COMPLETION

Hazen and Sawyer
800 W. 6th Street, Suite 400
Los Angeles, CA 90017

August 3, 2023

Palmdale Water District
Attention: Kevin Yao, PE, Senior Engineer
2029 East Avenue Q
Palmdale, CA 93550
kyao@palmdalewater.org

RE: Cost Proposal – Palmdale Water District Professional Services for The Design, Permitting, and Construction of the Palmdale Ditch Conversion

Dear Mr. Yao:

As requested, attached is Hazen's cost proposal for The Palmdale Ditch Conversion. We have prepared our cost proposal to comply with the requirements of the RFP as outlined in Section V, Item 11 – Fee Proposal (Separate Document).

The attached cost proposal contains all our costs by task and subtask for each team member. These tasks and subtasks correlate with the project approach and scope of work narrative as presented in our proposal. Our estimated Total Base Cost to complete the tasks as required per the RFP are based on Hazen 2023 Billing Rates and a 3.1 multiplier.

Please note that we have included an additional Optional Task 8, also described in our proposal under the Scope of Work section, for your consideration.

Although, we believe that this level of effort is appropriate to successfully deliver the CEQA/permitting, design, and construction services for the Palmdale Ditch Conversion project, we welcome the opportunity to discuss all our other assumptions for the attached cost proposal and work with you to better define the level of effort.

If you have any questions or require additional information, please do not hesitate to contact Ben Romero at (916) 296-6634 or bromero@hazenandsawyer.com.

Sincerely,

Benjamin Romero, PE
Project Manager
Vice President

Hazen

	Project-in-Charge	Project Manager	Design Manager	Senior TA QA/QC	Senior TA QA/QC	Senior TA QA/QC	Senior TA QA/QC	Senior TA QA/QC	Pipeline Design Lead	Senior PE Trenchless	Pipeline Design Support	Pipeline Design Support	Environmental/Permit Support	Environmental/Permit Support	Senior PE Cost Estimator	Senior PE Constructability/Operations	Hydraulics Analysis	Hydraulics Analysis/Scour Analysis Support	Surge Analysis
	$325	$325	$300	$310	$310	$310	$310	$310	$280	$280	$250	$185	$300	$185	$280	$300	$225	$225	$225
Task 1: General Contract Administration and Project Management																			
1.1 Project Management and Coordination	4	342																	
1.2 Kickoff and Progress Meetings	8	110	110						8		8	8							
1.3 Project Reports and Invoicing		152	76																
TASK 1 - SUBTOTAL	12	604	186	0	0	0	0	0	8	0	8	8	0	0	0	0	0	0	0
Task 2: Preliminary Design Report (30% Design)																			
2.1 Preliminary Design	2	40	44	0	0	0	0	0	68	12	76	52	0	0	0	0	0	0	0
Surveying, Mapping, and Easement Idenification and Acquisition Support		*2*	*4*						*4*										
Geotechnical Field Investigation, Lab Testing and Report		*2*	*4*						*4*	*4*									
Review Existing Data	*2*	*8*	*8*						*16*	*8*	*24*	*24*							
Utility Investigation		*4*	*4*						*4*		*12*	*12*							
Condition Assessment of existing facilties		*24*	*24*						*40*		*40*	*16*							
2.2 Draft and Final Preliminary Design Report (30% Design)	6	24	24	12	0	8	8	8	40	40	72	72	12	24	0	32	60	80	40
Develop Project Design Criteria, Special Environmental/Permitting Requirements and Technical Specs List	*2*	*8*	*8*	*4*		*2*	*8*	*2*	*24*	*24*	*24*	*24*	*12*	*24*		*4*	*60*	*80*	*40*
Develop P&P and Demo plans, Construction Phasing Options and Preferred Construction Methods	*2*	*8*	*8*	*4*		*4*		*4*	*8*	*8*	*24*	*24*				*24*			
Provide Recommendations on Purchase of Construction Materials	*2*	*8*	*8*	*4*		*2*		*2*	*8*	*8*	*24*	*24*				*4*			
2.3 PDR Preliminary Estimate of Probable Cost	2	4	4	2	0	2	0	2	4	0	4	4	0	0	40	0	0	0	0
TASK 2 - SUBTOTAL	10	68	72	14	0	10	8	10	112	52	152	128	12	24	40	32	60	80	40
Task 3: Pipeline Design																			
3.1 60% Design Plans and Specifications	4	40	40	80		36		32	80		360	360							
3.2 Potholing									12		12	12							
3.3 100% Design Plans and Specifications	2	24	24	24		16		12	80		180	180							
3.4 Pre-purchase Contract Documents	2	12	12	4		2		2	24		24	24							
3.5 Cost Estimate	2	2	2	4		2		2	4		4	2			64				
3.6 Develop Bid Documents	2	4	4	8		4		4	16		24	24							
TASK 3 - SUBTOTAL	12	82	82	120	0	60	0	52	216	0	604	602	0	0	64	0	0	0	0
Task 4: Environmental Clearance and Cultural Resources Compliance																			
4.1 Project Initiaion, Project Management, Project Meetings	2	6	6						6										
4.2 Development of Project Description	4	2	2				8		6				16	32					
4.3 CEQA-Plus Initial Study and Mitigated Negative Declaration	4	2	2				16		6				8	12					
4.4 Technical Studies	4	2	2				8		6										
4.5 Jurisdictional Water Permitting Support	4	2	2						6										
TASK 4 - SUBTOTAL	18	14	14	0	0	0	32	0	30	0	0	0	24	44	0	0	0	0	0
Task 5: Permitting Assistance																			
5.1 Permitting Coordination, Applications, & Acquisition Support	2	24	24						64		120	120		120					
TASK 5 - SUBTOTAL	2	24	24	0	0	0	0	0	64	0	120	120	0	120	0	0	0	0	0
Task 6: Bidding Services																			
6.1 Pre-Qualification	2	8	8						8		12								
6.2 Bidding Services Assistance	2	8	12						16		24	24							
TASK 6 - SUBTOTAL	4	16	20	0	0	0	0	0	24	0	36	24	0	0	0	0	0	0	0
Task 7: Engineering Services During Construction																			
7.1 Submittal Reviews (20)									8		20	20							
7.2 RFI Reviews (30)									8		20	20							
7.3 Pre-Construction Meeting and As-Needed Construction Inspection and Training		24	24						40			288							
7.4 Assistance with Construction QA/QC		24	24						40		48	60							
7.5 As-Builts Drawings		8	12						12		24	24							
TASK 7 - SUBTOTAL	0	56	60	0	0	0	0	0	108	0	112	412	0	0	0	0	0	0	0
TOTAL BASE FEE (TASK 1-7)	58	864	458	134	0	70	40	62	562	52	1032	1294	36	188	104	32	60	80	40
OPTIONAL TASKS																			
8.1 Trenchless Design		4	4		40				8	188	8	80							
8.2 Additional Field Surveying		2	2						2		8	8							
8.3 Additional Funding Assistance	2	2	2						2				24	40					
8.4 Evaluate Alternative Delivery Methods	2	8	8	4					8		24								
8.6 Historic Design Input	2	2	2																
8.7 Assembly Bill 52 Assistance	1	1																	
8.8 Section 106 Outreach	2	2	2																
TASK 8 - SUBTOTAL	9	21	20	4	40	0	0	0	20	188	40	88	24	40	0	0	0	0	0
TOTAL BASE FEE (TASK 1-8)	67	885	478	138	40	70	40	62	582	240	1072	1382	60	228	104	32	60	80	40

Hazen	Fluvial Geomorphology Engineer	Structural Design Support	Electrical Design Support	I&C Design Support	CAD Technician Lead	CAD Technician Design Support	Admin/Project Coordinator	Hazen				Rincon	Bruin Geotechnical	Arrow Engineering	National Plant Services	C Below	Sub Subtotal	Sub Markup Subtotal	Grand Total
	$300	$280	$280	$185	$185	$165	$130	Labor Hours	Labor Cost	ODC's	Subtotal	Environmental CEQA &	Geotechnical/Slope Stability	Surveying/Mapping/Easement	Condition Assessment	Potholing			
Task 1: General Contract Administration and Project Management																			
1.1 Project Management and Coordination								346	$112,450	$ -	$112,450						$ -	$ -	$112,450
1.2 Kickoff and Progress Meetings								252	$77,070	$ 8,000	$85,070						$ -	$ -	$85,070
1.3 Project Reports and Invoicing								228	$72,200	$ -	$72,200						$ -	$ -	$72,200
TASK 1 - SUBTOTAL	0	0	0	0	0	0	0	826	$ 261,720	$ 8,000	$ 269,720	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 269,720
Task 2: Preliminary Design Report (30% Design)																			
2.1 Preliminary Design	12	24	0	0	0	0	0	330	$88,190	$5,000	$93,190	$0	$71,510	$197,721	$65,000	$0	$ 334,231	$ 16,712	$444,133
Surveying, Mapping, and Easement Idenification and Acquisition Support								*10*	*$2,970*	*$ -*	*$2,970*			*$197,721*			*$ 197,721*	*$ 9,886*	*$210,577*
Geotechnical Field Investigation, Lab Testing and Report								*14*	*$4,090*	*$ -*	*$4,090*		*$71,510*				*$ 71,510*	*$ 3,576*	*$79,176*
Review Existing Data	*12*							*102*	*$26,410*	*$ 500*	*$26,910*						*$ -*	*$ -*	*$26,910*
Utility Investigation								*36*	*$8,840*	*$ -*	*$8,840*						*$ -*	*$ -*	*$8,840*
Condition Assessment of existing facilties		*24*						*168*	*$45,880*	*$ 4,500*	*$50,380*				*$65,000*		*$ 65,000*	*$ 3,250*	*$118,630*
2.2 Draft and Final Preliminary Design Report (30% Design)	24	32	24	24	40	480	24	1210	$257,010	$2,500	$259,510	$0	$0	$0	$0	$0	$ -	$ -	$259,510
Develop Project Design Criteria, Special Environmental/Permitting Requirements and Technical Specs List	*24*	*24*	*16*	*16*				*430*	*$105,590*	*$ -*	*$105,590*						*$ -*	*$ -*	*$105,590*
Develop P&P and Demo plans, Construction Phasing Options and Preferred Construction Methods		*8*	*8*	*8*	*40*	*480*	*24*	*686*	*$127,170*	*$ 2,500*	*$129,670*						*$ -*	*$ -*	*$129,670*
Provide Recommendations on Purchase of Construction Materials								*94*	*$24,250*	*$ -*	*$24,250*						*$ -*	*$ -*	*$24,250*
2.3 PDR Preliminary Estimate of Probable Cost	0	0	0	0	0	0	0	68	$19,070	$ -	$19,070						$ -	$ -	$19,070
TASK 2 - SUBTOTAL	36	56	24	24	40	480	24	1608	$ 364,270	$ 7,500	$ 371,770	$ -	$ 71,510	$ 197,721	$ 65,000	$ -	$ 334,231	$ 16,712	$ 722,713
Task 3: Pipeline Design																			
3.1 60% Design Plans and Specifications	24	40	40	80	16	760	120	2112	$439,540	$ 2,500	$442,040						$ -	$ -	$442,040
3.2 Potholing									$8,580	$ -	$8,580					*$40,845*	$ 40,845	$ 2,042	$51,467
3.3 100% Design Plans and Specifications	12	4	16	16	18	240	40	888	$192,648	$ -	$192,648						$ -	$ -	$192,648
3.4 Pre-purchase Contract Documents								106	$27,790	$ -	$27,790						$ -	$ -	$27,790
3.5 Cost Estimate								88	$24,790	$ -	$24,790						$ -	$ -	$24,790
3.6 Develop Bid Documents	4	4	4	4	6	100	8	221	$46,028	$ -	$46,028						$ -	$ -	$46,028
TASK 3 - SUBTOTAL	40	48	60	100	40	1100	168	3414	$ 739,376	$ 2,500	$ 741,876	$ -	$ -	$ -	$ -	$ 40,845	$ 40,845	$ 2,042	$ 784,763
Task 4: Environmental Clearance and Cultural Resources Compliance																			
4.1 Project Initiaion, Project Management, Project Meetings								20	$6,080	$ -	$6,080	$35,404					$ 35,404	$ 1,770	$43,254
4.2 Development of Project Description								70	$17,430	$ -	$17,430	$8,972					$ 8,972	$ 449	$26,851
4.3 CEQA-Plus Initial Study and Mitigated Negative Declaration								50	$13,810	$ -	$13,810	$75,548					$ 75,548	$ 3,777	$93,135
4.4 Technical Studies								22	$6,710	$ -	$6,710	$155,478					$ 155,478	$ 7,774	$169,962
4.5 Jurisdictional Water Permitting Support								14	$4,230	$ -	$4,230	$42,827					$ 42,827	$ 2,141	$49,198
TASK 4 - SUBTOTAL	0	0	0	0	0	0	0	176	$ 48,260	$ -	$ 48,260	$ 318,229	$ -	$ -	$ -	$ -	$ 318,229	$ 15,911	$ 382,400
Task 5: Permitting Assistance																			
5.1 Permitting Coordination, Applications, & Acquisition Support					32			506	$113,890	$ -	$113,890						$ -	$ -	$113,890
TASK 5 - SUBTOTAL	0	0	0	0	32	0	0	506	$ 113,890	$ -	$ 113,890	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 113,890
Task 6: Bidding Services																			
6.1 Pre-Qualification								38	$10,890	$ -	$10,890						$ -	$ -	$10,890
6.2 Bidding Services Assistance						32	8	126	$28,090	$ -	$28,090						$ -	$ -	$28,090
TASK 6 - SUBTOTAL	0	0	0	0	0	32	8	164	$ 38,980	$ -	$ 38,980	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,980
Task 7: Engineering Services During Construction																			
7.1 Submittal Reviews (20)		4	4	4			80	140	$24,320	$ -	$24,320						$ -	$ -	$24,320
7.2 RFI Reviews (30)		4	4	4			48	108	$20,160	$ -	$20,160						$ -	$ -	$20,160
7.3 Pre-Construction Meeting and As-Needed Construction Inspection and Training							12	388	$81,040	$ 12,000	$93,040						$ -	$ -	$93,040
7.4 Assistance with Construction QA/QC							8	204	$50,340	$ 3,500	$53,840						$ -	$ -	$53,840
7.5 As-Builts Drawings					8	60		148	$31,380	$ -	$31,380						$ -	$ -	$31,380
TASK 7 - SUBTOTAL	0	8	8	8	8	60	148	988	$ 207,240	$ 15,500	$ 222,740	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 222,740
TOTAL BASE FEE (TASK 1-7)	76	112	92	132	120	1672	348	7682	$ 1,773,736	$ 33,500	$ 1,807,236	$ 318,229	$ 71,510	$ 197,721	$ 65,000	$ 40,845	$ 693,305	$ 34,665	$ 2,535,206
OPTIONAL TASKS																			
8.1 Trenchless Design						120	24	476	$109,500	$ 2,500	$112,000						$ -	$ -	$112,000
8.2 Additional Field Surveying								22	$5,290	$ -	$5,290			$178,970			$ 178,970	$ 8,949	$193,209
8.3 Additional Funding Assistance								72	$17,060	$ -	$17,060						$ -	$ -	$17,060
8.4 Evaluate Alternative Delivery Methods								54	$15,130	$ -	$15,130						$ -	$ -	$15,130
8.6 Historic Design Input								6	$1,900	$ -	$1,900	$5,260					$ 5,260	$ 263	$7,423
8.7 Assembly Bill 52 Assistance								2	$650	$ -	$650	$2,047					$ 2,047	$ 102	$2,799
8.8 Section 106 Outreach								6	$1,900	$ -	$1,900	$3,482					$ 3,482	$ 174	$5,556
TASK 8 - SUBTOTAL	0	0	0	0	0	120	24	638	$ 151,430	$ 2,500	$ 153,930	$ 10,789	$ -	$ 178,970	$ -	$ -	$ 189,759	$ 9,488	$ 353,177
TOTAL BASE FEE (TASK 1-8)	76	112	92	132	120	1792	372	8320	$ 1,925,166	$ 36,000	$ 1,961,166	$ 329,018	$ 71,510	$ 376,691	$ 65,000	$ 40,845	$ 883,064	$ 44,153	$ 2,888,383

AGENDA ITEM NO. 7.5

Conference/Training Request

Event Name/Date(s):

AWWA 2023 Annual Fall Conference/October 23-26, 2023/Las Vegas, NV

REQUESTED BY:

First Name | Last Name | Date

ACCOMMODATION INFORMATION (If applicable)

Rooms and rates are subject to availability. Complete and submit this form as soon as possible as reservation blocks at host hotels book quickly. In the event that the host hotel is full, every effort will be made to secure a room at the nearest hotel within comparable rates.

Arrival Date | Departure Date | No. of Guests | Room Type

Single/King Bed

Dietary Restrictions?
If yes, please provide specifics in additional info. box

○ Yes ◉ No

Smoking Room?

○ Yes ◉ No

Flight Needed?
If yes, please provide DL# and D.O.B. in additional info. box

☐ Yes ☐ No

Flight Numbers

Departure/Return Times

ADDITIONAL INFORMATION/ REQUESTS

Supervisor Approval (If applicable)

Processed By:

American Water Works Association
California-Nevada Section

Annual Fall Conference 2023

OCTOBER 23 -26, 2023 | Las Vegas, CA

Attendee Registration Form

Date: _____

Attendee Name: _____

Title: _____ Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ AWWA Member #: _____

Email: _____

Member Registration	Early On/Before 8/30/23	PRE On/Before 9/22/23	Onsite After 9/22/23	Subtotals
☐ FULL REGISTRATION: Includes All Technical sessions, Tuesday & Wednesday Lunches, Exhibit Hall Entrance & Welcome Reception.	$509	$559	$619	$_____
☐ Tuesday One-Day: Includes Technical Sessions & Tuesday Lunch	$289	$339	$399	$_____
☐ Wednesday One-Day: Includes Technical Sessions, Exhibit Hall Entrance & Wednesday Lunch	$289	$339	$399	$_____
☐ EDUCATION PACKAGE ☐ Tuesday/Wednesday ☐ Wednesday/Thursday Includes Technical Sessions & Exhibit Hall Entrance	$289 No Lunch	$339 No Lunch	$399 No Lunch	$_____
☐ STUDENT - Must be full time Student/AWWA Student Member ☐ RETIREE REGISTRATION - Must be: 1) Retired from all gainful employment. 2) A member of AWWA for at least 15 years. 3) At least 60 years of age.	$10 No Lunch	$10 No Lunch	$20 No Lunch	$ _____

Non-Member Registration	Early On/Before 8/30/23	PRE On/Before 9/22/23	Onsite After 9/22/23	Subtotals
☐ FULL REGISTRATION: Includes All Technical sessions, Tuesday & Wednesday lunches, Exhibit Hall Entrance & Welcome Reception	$609	$659	$719	$_____
☐ Tuesday One-Day: Includes Technical Sessions & Monday Lunch	$309	$359	$419	$_____
☐ Wednesday One-Day: Includes Technical Sessions, Exhibit Hall Entrance and Wednesday Lunch	$309	$359	$419	$_____
☐ EDUCATION PACKAGE: ☐ Tuesday/Wednesday ☐ Wednesday/Tuesday Includes Technical Sessions & Exhibit Hall Entrance	$309 No Lunch	$359 No Lunch	$419 No Lunch	$_____

LUNCHES

If not included with registration fee.

☐ Tuesday Lunch ($50) Onsite ($60)

☐ Wednesday Lunch ($25) Onsite ($30)

Subtotal $ _____

BANQUET

Not included with registration fee.

☐ Thursday, Fun for the Funds Banquet ($80)
A portion of your lunch cost will benifit one of the following funds of your choice:

☐ Endowment
☐ Operator Scholarship
☐ Young Professionals

Subtotal $ _____

SPECIAL EVENTS

☐ Weds Technical Tour ($60)

☐ Thurs Technical Tour ($60)

☐ Pre-Conference Workshop (M $40) (NM $50)

Subtotal $_____

CONTACT HOURS

☐ **FREE**
(I am an individual, operator or administrative AWWA member)

☐ **$25**
(My utility/organization is an AWWA member OR I am not an AWWA member)

Subtotal $ _____

PAYMENT METHOD

Check# _____
Payable to CA-NV Section AWWA (U.S. Funds)

PO# _____

Credit Card: ☐ Visa ☐ MC ☐ AMEX

CardNo.: _____

Exp. Date: _____ CVV: _____

Name on Card: _____

Authorized Signature: _____

Billing Zip Code: _____
Must be Zip Code in which your credit card statement is mailed

Email (to receive a receipt): _____

PAYMENT INFORMATION

Registration Total: _____ Special Events Total: _____

Meal Total: _____ Contact Hours: _____

Total Amount Due: _____

Refund requests must be submitted in writing to the Section office by October 6, 2023. A 25% administrative fee will be deducted from all refunds and transfers. **No Refunds or Transfers Granted After October 6, 2023.** By submitting this form, you are consenting to having your photo/video taken at the event which may be used for future Section promotions. To opt-out email info@ca-nv-awwa.org.

CA-NV Section, AWWA
10435 Ashford Street, 2nd Floor, Rancho Cucamonga, CA 91730
Phone: (909) 481-7200 / Fax: (909) 291-2107 / www.ca-nv-awwa.org

Return this completed form with your payment or purchase order to
CA-NV AWWA • 10435 Ashford Street • Rancho Cucamonga, CA 91730
or submit by fax to (909) 291-2107 or by email to schickarmane@ca-nv-awwa.org

P A L M D A L E W A T E R D I S T R I C T

B O A R D M E M O R A N D U M

DATE: September 6, 2023 **September 11, 2023**

TO: BOARD OF DIRECTORS **Board Meeting**

FROM: Mr. Scott Rogers, Engineering/Grant Manager

VIA: Mr. Adam Ly, Assistant General Manager

Mr. Dennis D. LaMoreaux, General Manager

RE: ***AGENDA ITEM NO. 7.6 – CONSIDERATION AND POSSIBLE ACTION ON APPROVING RESOLUTION NO. 23-11 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE DISTRICT'S APPLICATION, ACCEPTANCE AND EXECUTION OF AN AGREEMENT FOR FUNDING FROM STATE OF CALIFORNIA STRATEGIC GROWTH COUNCIL'S COMMUNITY RESILIENCE CENTERS GRANT PROGRAM. (UP TO $10,000,000 POTENTIAL REVENUE – ENGINEERING MANAGER ROGERS)***

Recommendation:

Staff recommends the Board:

1. Approve a resolution for submitting a grant application to the State of California's 2023 Community Resilience Centers (CRC) Grant Program.

2. Approve the acceptance of the grant up to $10,000,00 in grant funds to complete projects that will meet the eligibility requirements of the grant program; and

3. Authorize the General Manager to sign and execute the grant agreement with the State of California's Strategic Growth Council.

Alternative Options:

The Board can choose not to apply for the grant funding.

Impact of Taking No Action:

There will be no potential to receive this grant funding.

Background:

The Community Resilience Centers (CRC) program received funds through the 2021-22 Climate Resilience Budget package and the Extreme Heat Budget Change Proposal in the 2022-23 State budget process, with the directive to build the resilience of under-resourced communities to

climate impacts and as a strategy to implement the State's Extreme Heat Action Plan. Chapter 574 (A.B. 211, Statutes of 2022), signed by the Governor in late September 2022.

The program provides funding for new construction and upgrades of neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies. The program will also fund year-round services and ongoing programming that build overall community resilience, as well as campus amenities that support usage of Community Resilience Centers, such as community gardens. Per statute, CRC includes a Collaborative Stakeholder Structure requirement that brings together community-based organizations, local residents, and other multi-stakeholder partnerships to develop and govern the implementation of grants. The program seeks to build the resilience of communities to climate impacts through the development of multi-benefit, resilient community serving spaces; services and programming to support communities both during disasters and year-round; support development of community-driven partnerships; expand economic opportunities; and support grassroots engagement in local decision-making processes.

The staff has identified the Pure Water AV Demonstration Facility project that would benefit the District, and qualify under the eligibility requirements of the funding for the construction of the building and the transition of the facility to the resilience center at the completion of the full-scale facility. Staff is recommending the following projects be submitted for funding.

- Pure Water Antelope Valley Demonstration/Learning Facility – The groundwater augmentation project will require a demonstration facility to validate the treatment systems proposed for the advanced treatment system. Based on the current schedule the facility can be constructed and testing can be completed within the funding deadline. The facility has a multi-benefit because the District intends to transition the facility into a resilience center to be available to the public in the future.

The grant application requires that the Board of Directors approve a resolution that the District make a good faith effort to enter into a cooperative agreement with the State for the receipt and administration of said grant funds.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative #1 – Water Resource Reliability.
This item directly relates to the District's Mission Statement.

Budget:

There is no impact on the budget for preparing the resolution, and the District has the potential to receive grant funding.

Supporting Documents:

- Resolution Number 23-11

RESOLUTION 23-11

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE DISTRICT'S APPLICATION, ACCEPTANCE AND EXECUTION OF AN AGREEMENT FOR FUNDING FROM STATE OF CALIFORNIA STRATEGIC GROWTH COUNCIL'S COMMUNITY RESILIENCE CENTERS GRANT PROGRAM. (UP TO $10,000,000 POTENTIAL REVENUE – ENGINEERING MANAGER ROGERS)

WHEREAS, Palmdale Water District is a municipal water district established pursuant to Section 71000 et seq. of the California Water Code.

WHEREAS, water supply in the Palmdale area is facing a growing list of challenges associated with regulatory cutbacks on State Water Project deliveries due to the declining storage levels, Bay-Delta instability, climate change, aging infrastructure; and

WHEREAS, in 2021 the Legislature and the Governor of the State of California provided funds for CRC in the Climate Reliance budget (2021-2022), and Assembly Bill (AB) 211 (2022); and

WHEREAS, the SGC is responsible for the administration of this grant program, including developing guidelines and selection criteria; and

WHEREAS, the SGC released the application guidance on June 29, 2023, with a due date of September 18, 2023; and

WHEREAS, procedures established by the SGC require a resolution certifying the approval of application(s) by the Applicant's governing board before submission to the State; and

WHEREAS, the Palmdale Water District is authorized to apply for and accept a Community Resilience Center (CRC) grant if awarded, and authority to execute all related documents.

NOW, THEREFORE, **LET IT BE RESOLVED** by the Board of Directors of the Palmdale Water District as follows:

SECTION 1. That pursuant and subject to all of the terms and provisions of the Budget Act of 2021-2022 and AB (211), the Palmdale Water District General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Strategic Growth Council and take such other actions necessary or appropriate to obtain grant funding.

SECTION 2. The Palmdale Water District General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Strategic Growth Council and any amendments thereto.

SECTION 3. The Palmdale Water District General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

SECTION 4. This Resolution shall be effective as of the date of adoption.

CERTIFICATION

PASSED, APPROVED and ADOPTED by the Board of Directors of the Palmdale Water District this 11th day of September 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Don Wilson, President
Board of Directors
Palmdale Water District

ATTEST:

_____
Vincent Dino, Secretary
Board of Directors
Palmdale Water District

Approved as to form:

_____
Aleshire & Wynder, LLP
District Legal Counsel