



LAS VIRGENES MUNICIPAL WATER DISTRICT
 4232 Las Virgenes Road, Calabasas CA 91302

AGENDA
REGULAR MEETING

Members of the public wishing to address the Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols and **MUST** complete a speakers' card and hand it to the Clerk of the Board. Speakers will be recognized in the order cards are received.

The **Public Comments** agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may present comments on any agenda item at the time the item is called upon for discussion.

Materials prepared by the District in connection with subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the District and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon written request to the Clerk of the Board.

5:00 PM

April 14, 2015

PLEDGE OF ALLEGIANCE

1. **CALL TO ORDER AND ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

4. **CONSENT CALENDAR**

A List of Demands: April 14, 2015 (Pg. 4) Approve

B Directors' Per Diem: March 2015 (Pg.44) Ratify

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A Legislative and Regulatory Updates

B Water Supply Conditions and Drought Response (Pg.50)

6. TREASURER

7. BOARD OF DIRECTORS

A Independent Audit Services: Contract Renewal (Pg.98)

Authorize the General Manager to exercise the first one-year renewal option with Pun & McGeady, LLP, to continue providing independent audit services to the District.

8. FACILITIES AND OPERATIONS

A Water Main Break near Agoura Road and Park Terrace Drive: Emergency Declaration and Ratification of Purchase Order (Pg.99)

Declare the water main break near Agoura Road and Park Terrace Drive an emergency requiring immediate action without delay and ratify the General Manager's approval of a purchase order to Toro General Engineering Contractors, in the amount of \$28,838.45, for the pavement restoration work.

B Bioassessment Monitoring Report: Approval of Purchase Order (Pg.102)

Authorize the General Manager to approve a purchase order to Aquatic Bioassay Consulting Laboratories, in the amount of \$41,668, for completion of the 2014 bioassessment monitoring report.

9. FINANCE AND ADMINISTRATION

A Reservoir No. 2 Improvements: Purchase of Shade Balls (Pg.104)

Authorize the General Manager to approve a purchase order to XavierC, LLC, in the amount of \$312,801.66, pursuant to the terms of the cooperative purchasing clause of Los Angeles Department of Water and Power Purchase Order No. 387, for the purchase of shade balls.

10. NON-ACTION ITEMS

A Director's Comments

B Director's Reports on Outside Meetings

C General Manager Reports

(1) General Business

(2) Follow-Up Items

D Organization Reports

(1) MWD Representative Report/Agenda(s) (Pg. 205)

(2) Other

11. FUTURE AGENDA ITEMS

12. PUBLIC COMMENTS

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

13. CLOSED SESSION

A Conference with District Counsel – Existing Litigation (Government Code Section 54956.9(a)):

1. Las Virgenes - Triunfo Joint Powers Authority v. United States Environmental Protection Agency and Heal the Bay, Inc. v. Lisa P. Jackson
2. San Diego County Water Authority v. Metropolitan Water District of Southern California, et al.

B Conference with Labor Negotiator (Government Code Section 54957.6):

Agency Designated Representative: David W. Pedersen, General Manager; Donald Patterson, Director of Finance and Administration; Sherri Paniagua, Human Resources Manager; and Peter Brown, Liebert Cassidy Whitmore

Employee Organization(s): Las Virgenes Manager, Supervisor, Professional and Confidential Employees Association

14. OPEN SESSION AND ADJOURNMENT

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: JAY LEWITT, TREASURER

Payments for Board Meeting of: April 14, 2015

Upon certification by the Treasurer the checks and wire transfers were correct and supporting documents available, it is recommended the following demands on the various funds be approved and payments authorized.

Wells Fargo Bank A/C No. 4806-994448

Checks Nos. 68771 through 68950 were issued in the total amount of \$ 1,082,147.16

Payments through wire transfers as follows:

3/30/2015 Metropolitan Water Dist. Payment for water deliveries in the month of January 2015 \$ 1,686,407.02

Total wires \$ 1,686,407.02

Total payments \$ 2,768,554.18

(Reference is hereby to these demands on file in the District's Check Register and by this reference the same is incorporated herein and made a part hereof.)

**CHECK LISTING FOR BOARD MEETING
04/14/15**

Company Name	Company No.	Check No.	Check No.	Check No.	Check No.	Total
		68771 thru 68808 03/24/15	68809 thru 68850 03/31/15	68851 thru 68884 04/07/15	68885 thru 68950 04/14/15	
		Amount	Amount	Amount	Amount	
Potable Water Operations	101	10,510.36	18,971.78	25,584.93	52,325.41	107,392.48
Recycled Water Operations	102	4,950.00				4,950.00
Sanitation Operations	130		870.16	698.36	2,819.46	4,387.98
Potable Water Construction	201					0.00
Water Conservation Construction	203					0.00
Sani- Construction	230					0.00
Potable Water Replacement	301		428,628.10		33,287.46	461,915.56
Reclaimed Water Replace	302					0.00
Sanitation Replacement	330					0.00
Internal Service	701	86,735.31	41,071.27	14,194.10	64,605.03	206,605.71
JPA Operations	751	35,684.83	86,720.55	27,080.86	74,985.76	224,472.00
JPA Construction	752					0.00
JPA Replacement	754	3,147.50	36,068.26		33,207.67	72,423.43
Total Printed		141,028.00	612,330.12	67,558.25	261,230.79	1,082,147.16

Voided Checks / payment stopped:

Total Voids	0.00	0.00	0.00	0.00
Net Total	141,028.00	612,330.12	67,558.25	261,230.79
				1,082,147.16



MWD
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 700 North Alameda Street
 Los Angeles, CA, 90012-2944

INVOICE

Billed To:
 Las Virgenes Municipal Water District



Service Address
 4232 Las Virgenes Road
 Calabasas, CA 91302

January 2015	Page No. 1 of 1
Mailed: 02/10/2015	Due Date: 03/30/2015
Invoice Number: 8259	Revision: 0

NOTICE

The MWD Administrative Code Section 4507 and 4508 require that payment must be made in "Good Funds" by the due date or the payment will be considered delinquent and an additional charge shall be assessed.

DELIVERIES	Volume (AF)
Total Water Treated Delivered	1,305.3

SALES	Type	Volume (AF)	Rate (\$ /AF)	Total (\$)
Full Service	Tier 1 Supply Rate	1,775.4	\$158.00	\$280,513.20
	System Access Rate	1,775.4	\$257.00	\$456,277.80
	Water Stewardship Rate	1,775.4	\$41.00	\$72,791.40
	System Power Rate	1,775.4	\$126.00	\$223,700.40
	Treatment Surcharge	1,775.4	\$341.00	\$605,411.40
SUBTOTAL				\$1,638,694.20

OTHER CHARGES AND CREDITS	Rate (\$ /AF)	
Conservation Debit/Credit	(\$129,044.00)	
Readiness To Serve Charge(Payment Schedule: M)	\$136,611.82	
Capacity Charge(Payment Schedule: M)	\$40,145.00	
SUBTOTAL		\$47,712.82

ADDITIONAL INFORMATION	Volume (AF)	Tier1 %	Peak Day	Flow (CFS)
Purchase Order Commitment (Jan 2015 to Dec 2024)	162,386.7			
Purchase Order Firm Delivery To Date (Jan 2015 to Dec 2024)	1,775.4			
Tier 1 Annual Limit (For Current Calendar Year)	24,358.0			
Tier 1 YTD Deliveries (For Current Calendar Year)	1,775.4	7.3		
Tier 1 Current Month Deliveries	1,775.4			
Capacity Charge			7/7/2011	43.4

INVOICE TOTAL

Volume AF
1,775.4

Amount Now Due
\$1,686,407.02

Note: Amount Due is based on highlighted fields

P A I D
Wired @ 3/30/15
SC

Approved for Payment
David W. Pedersen 02/17/15
 David W. Pedersen, P.E.

Approved for Payment
David R. Lippman 2/10/15
 David R. Lippman

Batch Number - 236724

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Firm	Key Co	Amount	Invoice Number
68771	03/24/15	18445	AAA BACKFLOW DEVICE TESTING, INC.	NOV'14 TESTING	PV	138092	001	00701	4,325.00	B14-122314
				NOV'14 TESTING	PV	138092	002	00701	3,050.00	B14-122314
				DEC'14 TESTING	PV	138093	001	00701	475.00	B14-012215
				DEC'14 TESTING	PV	138093	002	00701	1,050.00	B14-012215
				JAN'15 TESTING	PV	138144	001	00701	2,450.00	B14-020215
				JAN'15 TESTING	PV	138144	002	00701	850.00	B14-020215
68772	03/24/15	3077	AIRGAS USA, LLC	Payment Amount 3/15 CYLINDER RENT	PV	138124	001	00701	653.13	9925510970
			All Payee 6658 AIRGAS USA, LLC P. O. BOX 7423 PASADENA CA 91109-7423	Payment Amount MILEAGE-DISTR BN RVW/CLS 3/9-11	PV	138090	001	00701	82.40	031115
68773	03/24/15	16917	ANDY ARENAS	Payment Amount RMV 2.55 GAL WASTE OIL	PV	138091	001	00751	100.51	130481879
68774	03/24/15	16224	ASBURY ENVIRONMENTAL SERVICES	Payment Amount SRV 3/5-4/4/15	PV	138123	001	00701	689.26	1657030515
68775	03/24/15	18966	AT&T	Payment Amount LONG DIST 1/30-3/2/15	PV	138134	001	00701	295.49	806368136/030
				LONG DIST 1/30-3/2/15	PV	138134	002	00701	1.37	415
				LONG DIST 1/30-3/2/15	PV	138134	003	00701	.31	806368136/030
				LONG DIST 1/30-3/2/15	PV	138134	004	00701	18.45	415
				LONG DIST 1/30-3/2/15	PV	138134	005	00701	.13	806368136/030

Batch Number - 236724
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty Number	Key Item Co	Amount	Invoice Number
				1/30--3/2/15				415
				LONG DIST	PV 138134	006 00701	16.58	806368136/030
				1/30--3/2/15				415
				LONG DIST	PV 138134	007 00701	16.78	806368136/030
				1/30--3/2/15				415
				Payment Amount		349.11		
68777	03/24/15	16253	AT&T MOBILITY	SRV	PV 138133	001 00701	119.06	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	002 00701	17.67	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	003 00701	1,230.52	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	004 00701	109.38	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	005 00701	47.59	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	006 00701	59.42	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	007 00701	17.67	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	008 00701	12.37	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	009 00701	5.30	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	010 00701	215.62	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	011 00701	140.11	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	012 00701	29.92	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	013 00701	229.60	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	014 00701	17.67	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	015 00701	64.50	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	016 00701	47.59	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	017 00701	59.84	992789332X031
				2/4--3/3/15				12015
				SRV	PV 138133	018 00701	108.67	992789332X031

Batch Number - 236724
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
				2/4-3/3/15							12015
				SRV	PV	138133	019	00701		17.67	992789332X031
				2/4-3/3/15							12015
				SRV	PV	138133	020	00701		64.50	992789332X031
				2/4-3/3/15							12015
				SRV	PV	138133	021	00701		58.93	992789332X031
				2/4-3/3/15							12015
				SRV	PV	138133	022	00701		155.02	992789332X031
				2/4-3/3/15							12015
				Payment Amount					2,828.62		
68778	03/24/15	18654	AT&T TELECONFERENC E SERVICES	TELECONF CALLS-FEB'15	PV	138151	001	00701		24.25	503-015811
				Payment Amount					24.25		
68779	03/24/15	18739	CALIFORNIA HAZARDOUS SERVICES, INC.	ANNUAL SVC 2/24&25	PV	138076	001	00701		1,036.70	56796
				Payment Amount					1,036.70		
68780	03/24/15	18549	CALL-EM-ALL, LLC	25,000 CALL CREDIT	PV	138073	001	00701		1,625.00	9238
				Payment Amount					1,625.00		
68781	03/24/15	2513	CAPCO ANALYTICAL SERVICES	FEB'15 DIGESTER TEST	PV	138125	001	00701		366.25	150317
				Payment Amount					366.25		
68782	03/24/15	16677	CEMEX INC.	6 YDS CONCRETE SLURRY	PV	138126	001	00701		494.50	9430378142
				Payment Amount					494.50		
68783	03/24/15	18860	CHEMTREAT, INC.	MAR'15 WTR TRMT SS FILTER&CARTRI DGES	PV	138145	001	00701		562.71	1883896
				Payment Amount					562.71		
				Payment Amount					2,255.67		1887450
				FREIGHT	PV	138146	004	00701		59.96	1887450
				Payment Amount					2,878.34		
68784	03/24/15	8313	COUNTY OF LOS ANGELES-AGRIC COMMR/WTS	PESTICIDE TRNG 2/17/15	PV	138136	001	00701		274.40	1308K
				Payment Amount					274.40		

ITEM 4A

Batch Number - 236724
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
68785	03/24/15	3498	DEPT. OF WATER & POWER - CITY OF LA	CHTSWRTH RSV:4/15-3/16	PV	138138	001	00101	525.00	GA78146
68786	03/24/15	3864	FTI GROUP	Payment Amount SECURITY DBL WINDOWS	PV	138135	001	00701	323.36	117949
68787	03/24/15	2705	HACH COMPANY	Payment Amount NH4D CAP AMMNIUM SNSR	PV	138127	001	00701	1,031.14	9274223
68788	03/24/15	8304	IFM EFECTOR INC.	Payment Amount VIBR MNR&DIST SNSR	PV	138147	001	00701	727.31	20793800
68789	03/24/15	17847	DIAMONDA A EQUIPMENT LLC	Payment Amount CROP CHPR RPR PARTS	PV	138074	001	00701	168.57	IX57852
68790	03/24/15	17447	KONECRANES INC.	Payment Amount QTLY CRANE INSPCTNMNT	PV	138094	001	00701	1,063.50	NLA00990806
68791	03/24/15	2590	LOS ANGELES DAILY NEWS	Payment Amount LEGAL AD@2/8--2/17/15	PV	138121	001	00701	1,339.00	0010627174
			AD BUNDLE		PV	138143	001	00751	1,334.00	0010619151

ITEM 4A

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
68792	03/24/15	19026	MNS ENGINEERS, INC.	Payment Amount JAN'15 PRIMRY CLRFER RHB	PV	138142	001	00701	2,673.00 2,187.50	65243
68793	03/24/15	2842	NAPA AUTO PARTS	Payment Amount SHOP STOCK OIL/FLTRS	PV	138075	001	00701	616.33	752386
68794	03/24/15	2846	NATIONAL PLANT SERVICES INC	Payment Amount SRV@RES#2 2/27/15	PV	138152	001	00754	960.00	11961
68795	03/24/15	18398	NEXLEVEL INFORMATION TECHNOLOGY, INC.	Payment Amount FEB'15 IS MSTR PLAN&OP RW	PV	138153	001	00701	960.00 10,200.00	20150210
68796	03/24/15	5752	REGISTRAR-REC ORDER/COUNTY CLERK	Payment Amount 11/4/14 GEN ELECTN SRV	PV	138137	001	00701	10,200.00 54,820.51	15-2041
68797	03/24/15	2957	SOUTHERN CALIFORNIA EDISON	Payment Amount RW P/S 1/30-3/3/15 NEM	PV	138069	001	00751	54,820.51 22,982.85	4500-42/03131 5
68798	03/24/15	2958	SOUTHERN CALIFORNIA GAS CO	Payment Amount HQ&OPS 2/6-3/10/15	PV	138070	001	00701	22,982.85 1,778.99	3600/031215
68799	03/24/15	8645	SOUTHERN CALIFORNIA TROPHY COMPANY	CORNELL 2/6-3/10/15 JBR P/S 2/4-3/6/15 Payment Amount 25 YR ANNIV GIFT-R.D.	PV	138071	001	00101	19.74 15.76 1,814.49 280.48	0400/031215 1200/031015 010034-15
68800	03/24/15	16271	SPOK, INC.	Payment Amount PAGER SRV 3/10-4/10/15	PV	138120	001	00701	280.48 296.25	Y0143084C

Batch Number - 236724
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Lim	Key Co	Amount	Invoice Number
68801	03/24/15	2977	TAFT ELECTRIC	PAGER SRV 3/10-4/10/15	PV	138120	002	00701	69.86	Y0143084C
				PAGER SRV 3/10-4/10/15	PV	138120	003	00701	41.22	Y0143084C
				PAGER SRV 3/10-4/10/15	PV	138120	004	00701	41.22	Y0143084C
				Payment Amount				448.55		
				UPS	PV	138141	001	00701	4,196.00	20767
				INSTLLTN@TAPI A						
				Payment Amount				4,196.00		
68802	03/24/15	3006	UNDERGROUND SERVICE ALERT	197 NEW TICKET CHGS	PV	138077	001	00701	295.50	220150401
				Payment Amount				295.50		
68803	03/24/15	3429	UNITED PARCEL SERVICE	PKG SRV P/E 3/7/15	PV	138139	001	00701	147.30	000025W020115 /2015
				Payment Amount				147.30		
68804	03/24/15	2436	VINCE BARNES AUTOMOTIVE	VEH#906-INSTL LGHT BAR	PV	138085	001	00701	375.00	020814
				VEH#714-CHG OIL/FLTRS	PV	138086	001	00701	106.05	020816
				VEH#904-INSTL LGHT BAR	PV	138087	001	00701	375.00	020827
				VEH#907-INSTL LGHT BAR	PV	138088	001	00701	375.00	020826
				VEH#892-CHG OIL/FLTRS	PV	138089	001	00701	82.02	020817
				Payment Amount				1,313.07		
68805	03/24/15	3035	VWR SCIENTIFIC	5 FAUCETS FOR CUBITNRS	PV	138150	001	00701	47.74	8040593757
				FREIGHT	PV	138150	002	00701	9.37	8040593757
				Alt Payee						
				3216 VWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169						
				Payment Amount				57.11		
68806	03/24/15	18914	WECK LABORATORIES, INC.	SRV@RLV GRNDWTR	PV	138078	001	00701	546.00	W5C0249-LV
				SRV@TAPIA	PV	138079	001	00701	45.00	W5C0248-LV
				SRV@TAPIA	PV	138080	001	00701	45.00	W5C0247-LV

ITEM A

Batch Number - 236724
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Lim	Key Co	Amount	Invoice Number
				SRV@BACTI RM	PV	138081	001	00701	25.00	W5C0244-LV
				DI WTR						
				SRV@WSTLK	PV	138082	001	00701	53.00	W5C0305-LV
				SRV@TTHM/HAA5	PV	138083	001	00701	760.00	W5C0300-LV
				DIST SYST						
				SRV@TAPIA	PV	138084	001	00701	180.00	W4K1238-LV
				EFFL P/S						
				Payment Amount				1,654.00		
68807	03/24/15	3048	WEST COAST AIR	BLDG#7 A/C	PV	138140	001	00701	4,378.58	\$63218
			CONDITIONING	COMPRESSR						
				Payment Amount				4,378.58		
68808	03/24/15	8510	WORK BOOT WAREHOUSE	PRTCTV	PV	138129	001	00701	225.00	2-12066
				FTWR-R.STANWO						
				OD						
				PRTCTV	PV	138130	001	00701	225.00	2-12013
				FTWR-J.KORKOS						
				Z						
				PRTCTV	PV	138131	001	00701	195.22	2-11797
				FTWR-H.MARSDE						
				N						
				PRTCTV	PV	138132	001	00701	207.05	2-11977
				FTWR-E.MAPLE						
				Payment Amount				852.27		
				Total Amount of Payments Written				141,028.00		
				Total Number of Payments Written				38		

Batch Number - 236793

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
68809	03/31/15	2321	ACWA	REG-LEG SYMP@3/4/15-L P	PV	138202	001	00701		245.00	INV001540
				REG-LEG SYMP@3/4/15-G P	PV	138203	001	00701		245.00	INV001543
				Payment Amount						490.00	
68810	03/31/15	19566	AMT SYSTEMS INC.	BRD RM SPKR SYS RPR	PV	138226	001	00701		148.40	22473
				Payment Amount						148.40	
68811	03/31/15	2397	AQUATIC BIOASSAY & CONSULTING	BIOASSMT RPT SPRING'14	PV	138059	001	00751		41,668.00	LVS0315.0252
				Payment Amount						41,668.00	
68812	03/31/15	5625	ASSOC. OF WATER AGENCIES OF VENTURA CO	CCWUC LNCHN@3/18/15	PV	138192	001	00701		25.00	05-8560
				Payment Amount						41,668.00	
68813	03/31/15	2889	AT&T	WTRWS BRKFST MTG@3/19/15	PV	138193	001	00701		125.00	05-8579
				Payment Amount						150.00	
				SRV	PV	138111	001	00130		98.11	2220/030715
				3/7-4/6/15	PV	138112	001	00101		396.38	2043/030715
				SRV	PV	138113	001	00101		196.22	2045/030715
				3/7-4/6/15	PV	138114	001	00701		114.11	7719/030715
				SRV	PV	138115	001	00701		114.11	7720/030715
				3/7-4/6/15	PV	138116	001	00701		83.19	7721/030715
				SRV	PV	138117	001	00101		65.53	0123/030715
				3/7-4/6/15	PV	138118	001	00101		32.29	0124/030715
				SRV	PV	138205	001	00701		75.20	4639/031415
				3/14-4/13/15	PV	138206	001	00751		75.20	4860/031415
				SRV							
				3/14-4/13/15							

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Itm	Key Co	Amount	Invoice Number
				SRV	PV	138222	001	00101	75.20	2150/032015
				3/20-4/19/15						
				Payment Amount				1,325.54		
68814	03/31/15	8782	AW DIRECT INC.	VEH#908-ROOF MOUNT KIT	PV	138201	001	00701	99.16	1020534386
				Payment Amount				99.16		
68815	03/31/15	7965	B&B PALLET CO.	55 YDS WOOD CHIPS	PV	138068	001	00701	638.00	112985
				55 YDS WOOD CHIPS	PV	138158	001	00701	638.00	112986
				55 YDS WOOD CHIPS	PV	138159	001	00701	638.00	112987
				55 YDS WOOD CHIPS	PV	138160	001	00701	638.00	112988
				55 YDS WOOD CHIPS	PV	138161	001	00701	638.00	112989
				55 YDS WOOD CHIPS	PV	138162	001	00701	638.00	622780
				Payment Amount				3,828.00		
68816	03/31/15	2425	BANK OF AMERICA	VISA CHG-OPS	PV	138167	001	00130	65.82	2248/030715
				ADMIN-FEB'15	PV	138167	002	00130	149.94	2248/030715
				VISA CHG-OPS	PV	138167	003	00130	211.81	2248/030715
				ADMIN-FEB'15	PV	138167	004	00130	415.54	2248/030715
				VISA CHG-OPS	PV	138167	005	00130	627.58	2248/030715
				ADMIN-FEB'15	PV	138167	006	00130	55.00	2248/030715
				VISA CHG-OPS	PV	138167	007	00130	190.53	2248/030715
				ADMIN-FEB'15	PV	138168	001	00701	1,636.19	8185/030715
				VISA CHG-F&A#2-FEB'15						
				VISA CHG-F&A-FEB'15	PV	138169	001	00751	35.63	3071/030715
				5 CHG-F&A-FEB'15	PV	138169	002	00751	62.88	3071/030715

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key itm	Co	Amount	Invoice Number
5					PV	138169	003	00751	45.33	3071/030715
				VISA CHG-F&A-FEB'1						
5					PV	138170	001	00751	51.77	8422/030715
				VISA CHG-BETANCUR- FEB'15						
				VISA CHG-BETANCUR- FEB'15	PV	138170	002	00751	645.41	8422/030715
				VISA CHG-BETANCUR- FEB'15	PV	138170	003	00751	34.50	8422/030715
				VISA CHG-BETANCUR- FEB'15	PV	138170	004	00751	30.00	8422/030715
				VISA CHG-BETANCUR- FEB'15	PV	138170	005	00751	13.98	8422/030715
				VISA CHG-RCNSRV N1-FEB'15	PV	138171	001	00701	4.99	2775/030715
				VISA CHG-RCNSRV N1-FEB'15	PV	138171	002	00701	99.00	2775/030715
				VISA CHG-RCNSRV N1-FEB'15	PV	138171	003	00701	285.00	2775/030715
				VISA CHG-RCNSRV N1-FEB'15	PV	138171	004	00701	175.20	2775/030715
				VISA CHG-RCNSRV N1-FEB'15	PV	138171	005	00701	44.00	2775/030715
				VISA CHG-RCNSRV N1-FEB'15	PV	138171	006	00701	305.20	2775/030715
				VISA CHG-RCNSRV N1-FEB'15	PV	138171	007	00701	30.50	2775/030715
				VISA CHG-RCNSRV N1-FEB'15	PV	138172	001	00751	268.25	1270/030715

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key itm	Co	Amount	Invoice Number
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	002	00751	613.83	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	003	00751	125.26	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	004	00751	160.24	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	005	00751	228.57	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	006	00751	300.00	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	007	00751	446.89	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	008	00751	199.91	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	009	00751	1,625.00	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	010	00751	790.00	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	011	00751	99.00	1270/030715
				CNSRV-FEB'15						
				VISA CHG-R	PV	138172	012	00751	99.00	1270/030715
				CNSRV-FEB'15						
				VISA	PV	138173	001	00751	301.33	1302/030715
				CHG-MAINT-FEB '15						
				VISA	PV	138173	002	00751	147.38	1302/030715
				CHG-MAINT-FEB '15						
				VISA	PV	138173	003	00751	157.16	1302/030715
				CHG-MAINT-FEB '15						
				VISA	PV	138173	004	00751	140.84	1302/030715
				CHG-MAINT-FEB '15						
				VISA	PV	138173	005	00751	93.28	1302/030715
				CHG-MAINT-FEB '15						
				VISA	PV	138173	006	00751	221.96	1302/030715
				CHG-MAINT-FEB '15						

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key itm Co	Amount	Invoice Number
				VISA	PV	138173	007 00751	224.66	1302/030715
				CHG-MAINT-FEB '15					
				VISA	PV	138173	008 00751	376.15	1302/030715
				CHG-MAINT-FEB '15					
				VISA	PV	138173	009 00751	130.70	1302/030715
				CHG-MAINT-FEB '15					
				VISA	PV	138173	010 00751	89.07	1302/030715
				CHG-MAINT-FEB '15					
				VISA	PV	138173	011 00751	43.46	1302/030715
				CHG-MAINT-FEB '15					
				VISA	PV	138173	012 00751	85.70	1302/030715
				CHG-MAINT-FEB '15					
				VISA	PV	138173	013 00751	144.06	1302/030715
				CHG-MAINT-FEB '15					
				VISA	PV	138173	014 00751	253.14	1302/030715
				CHG-MAINT-FEB '15					
				VISA	PV	138174	001 00701	28.96	8418/030715
				CHG-OPS-FEB'1 5					
				VISA	PV	138174	002 00701	135.14	8418/030715
				CHG-OPS-FEB'1 5					
				VISA	PV	138174	003 00701	85.94	8418/030715
				CHG-OPS-FEB'1 5					
				VISA	PV	138174	004 00701	66.01	8418/030715
				CHG-OPS-FEB'1 5					
				VISA	PV	138174	005 00701	214.75	8418/030715
				CHG-OPS-FEB'1 5					
				VISA	PV	138174	006 00701	58.67	8418/030715
				CHG-OPS-FEB'1					

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document . . .	Key Item Co	Amount	Invoice Number
5									
				VISA CHG-ENG DEP1-FEB'15	PV	138175	001 00701	663.24	2504/030715
				VISA CHG-LIPPMAN-F EB'15	PV	138176	001 00701	2,331.13	8243/030715
				VISA CHG-RANCHO-FE B'15	PV	138177	001 00751	178.21	8037/030715
				VISA CHG-RANCHO-FE B'15	PV	138177	002 00751	865.00	8037/030715
				VISA CHG-TAPIA-FEB '15	PV	138178	001 00701	46.89	6228/030715
				VISA CHG-TAPIA-FEB '15	PV	138178	002 00701	433.72	6228/030715
				VISA CHG-TAPIA-FEB '15	PV	138178	003 00701	59.99	6228/030715
				VISA CHG-TAPIA-FEB '15	PV	138178	004 00701	541.00	6228/030715
				VISA CHG-TAPIA-FEB '15	PV	138178	005 00701	21.00	6228/030715
				VISA CHG-WTR DIST	PV	138179	001 00101	117.27	3713/030715
				N1-FEB'15 VISA CHG-WTR DIST	PV	138179	002 00101	268.80	3713/030715
				N1-FEB'15 VISA CHG-WTR DIST	PV	138179	003 00101	104.91	3713/030715
				N1-FEB'15 VISA CHG-WTR DIST	PV	138179	004 00101	345.90	3713/030715
				N1-FEB'15 VISA CHG-WTR DIST	PV	138179	005 00101	260.41	3713/030715

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Co	Amount	Invoice Number
				N1-FEB'15						
				VISA	PV	138180	001	00701	492.51	0212/030715
				CHG-PATTERSON-FEB'15						
				VISA	PV	138181	001	00701	1,876.00	2808/030715
				CHG-PEDERSEN-FEB'15						
				VISA	PV	138182	001	00701	228.33	7961/030715
				CHG-POLAN-FEB'15						
				VISA	PV	138183	001	00101	39.20	7431/030715
				CHG-WSTLK-FEB'15						
				VISA	PV	138183	002	00101	237.90	7431/030715
				CHG-WSTLK-FEB'15						
				VISA	PV	138183	003	00101	87.20	7431/030715
				CHG-WSTLK-FEB'15						
				VISA	PV	138184	001	00701	1,088.80	6262/030715
				CHG-ENG-FEB'15						
				VISA	PV	138185	001	00101	92.49	8102/030715
				CHG-WTR						
				DST N2-FEB'15						
				VISA	PV	138185	002	00101	474.00	8102/030715
				CHG-WTR						
				DST N2-FEB'15						
				VISA	PV	138185	003	00101	280.00	8102/030715
				CHG-WTR						
				DST N2-FEB'15						
				VISA	PV	138185	004	00101	137.13	8102/030715
				CHG-WTR						
				DST N2-FEB'15						
				VISA	PV	138185	005	00101	23.97	8102/030715
				CHG-WTR						
				DST N2-FEB'15						
				VISA	PV	138220	001	00701	1,644.22	1611/030715
				CHG-LEWITT-FEB'15						
				VISA	PV	138221	001	00701	331.52	0663/030715
				CHG-PETERSON-FEB'15						
				Payment Amount					26,440.85	
				PMT#8-CLBS	PV	138195	001	00701	449,678.00	10508/8
				TNK REHAB						

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Payment Number	Payment Date	Address Number	Name	Payment Sub Message	Ty	Document	Key	Key	Amount	Invoice Number
						Number	itm	Co		
				5%	PD	138196	001	00301	22,483.90-	10508/RTN#8
				RETENTION-PMT #8						
				Payment Amount					427,194.10	
68818	03/31/15	4373	JOANNE BODENHAMER	MILEAGE-CSDA	PV	138254	001	00701	175.95	021315
				BRD CONF						
				2/11-13						
				Payment Amount					175.95	
68819	03/31/15	19122	CENTER-LINE CONCRETE CUTTING COMPANY	5 CORE DRILLED HOLES	PV	138223	001	00701	1,095.00	4851
				Payment Amount					1,095.00	
68820	03/31/15	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	5 AM PWR SPLY	PV	138061	001	00701	241.69	9009-711474
				3 ENCLS & PNLS					403.83	9009-711595
				600V CONTACTR & RELAY					665.90	9009-711657
				600V CONTACTR					354.28	9009-711789
				VIBRATION					3,499.92	9009-710749
				DATALOGGER					3,460.97	9009-711241
				REMOTE DISPLAY					47.63-	9009-711241
				DISCOUNT-REMO					169.55	9009-712261
				TE DISPLY					132.57	9009-712057
				100 FLEX LIQ-TITE					25.85	9009-712150
				14 AWG WIRE, GRND,					142.00	9009-712413
				ACT&POLE					1,676.23	9009-711970
				50 EXT ACTUATORS					18.72-	9009-711970
				25- 1/2 CRD CONN						
				MISC ELEC MATLS						
				DISCOUNT-MISC ELEC MATLS						
				Payment Amount					10,706.44	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
						Number	ltn Co		
68821	03/31/15	2601	DELL COMPUTER CORP	6-1-2 TB 10K RPM SAS	PV	138157	001 00701	4,185.53	XJN732C68
Alt Payee									
		7819	DELL MARKETING LP C/O DELL USA L.P., P.O. BOX 910916 PASADENA CA 91110-0916						
68822	03/31/15	14591	EMISSION COMPLIANT CONTROLS CORP.	CLN ELEMENTS, PCK&INSTL	PV	138050	001 00701	9,700.00	PSO3057
Alt Payee									
		15750	EMISSION COMPLIANT CONTROLS CORP. C/O PRE-BANC BUSINESS CR., PO BOX 16727 IRVINE CA 92623-6727						
68823	03/31/15	19434	ENVIRONMENTAL WATER SOLUTIONS, INC.	INV#2060 OIL PRICE E/C	PV	138198	001 00751	32.70	2085
Alt Payee									
		2654	FAMCON PIPE	NPPL, ADPTR&UNIONS	PV	138165	001 00701	381.50	166806
68824	03/31/15	2654	FAMCON PIPE	NPPL, ADPTR&UNIONS	PV	138165	001 00701	381.50	166806
Alt Payee									
		18815	FASTENAL COMPANY	WLK DRAIN LN RPR PARTS	PV	138058	001 00101	352.08	CACHA18592
68825	03/31/15	18815	FASTENAL COMPANY	WLK DRAIN LN RPR PARTS	PV	138058	001 00101	352.08	CACHA18592
Alt Payee									
		18835	FASTENAL COMPANY P. O. BOX 1286 WINONA MN 55987-1286						
68826	03/31/15	2658	FEDERAL EXPRESS CORP	1 PKG DEL 3/18/15 2 PKGS DEL 3/25/15	PV	138204	001 00701	21.67	2-975-14382
Alt Payee									
		2658	FEDERAL EXPRESS CORP	1 PKG DEL 3/18/15 2 PKGS DEL 3/25/15	PV	138259	001 00701	100.48	2-982-58432
68827	03/31/15	2655	FERGUSON ENTERPRISES	24" SLIP ON SS WELD FLG 12- 1" BALL VLVS 16- 1" BALL VLVS	PV	138119	001 00701	882.90	0506089
Alt Payee									
		2655	FERGUSON ENTERPRISES	SS WELD FLG 12- 1" BALL VLVS 16- 1" BALL VLVS	PV	138209	001 00701	385.08	0505126-1
68828	03/31/15	2655	FERGUSON ENTERPRISES	SS WELD FLG 12- 1" BALL VLVS 16- 1" BALL VLVS	PV	138210	001 00701	513.43	0505126-2

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Payment Number	Payment Date	Alt Payee	Address Number	Name	Payment Sub Message	Document Ty	Number	Key ltm	Co	Amount	Invoice Number
FERGUSON ENTERPRISES, INC. #1083 FILE 56809 LOS ANGELES CA 90074-6809											
68828	03/31/15	G.I. INDUSTRIES	6770	G.I. INDUSTRIES	2/24-3/15/15 SHOP DISP	PV	138255	001	00701	443.27	2726556-0283-2
					2/24-3/15/15 TAPIA DISP	PV	138256	001	00701	411.75	2524071-0283-6
					2/24-3/15/15 RLY DISP	PV	138257	001	00701	237.38	2726562-0283-0
Payment Amount 1,781.41											
Alt Payee 6771 G.I. INDUSTRIES P. O. BOX 541065 LOS ANGELES CA 90054-1065											
68829	03/31/15	GEOLABS	2688	GEOLABS	FEB15 5 MG	PV	138164	001	00701	1,434.00	21503023
Payment Amount 1,092.40											
Alt Payee 17199 GOVERNMENT STAFFING SERVICES, INC.											
68830	03/31/15	GOVERNMENT STAFFING SERVICES, INC.	17199	GOVERNMENT STAFFING SERVICES, INC.	3/9-3/20/15 A.U.MALI	PV	138213	001	00701	3,028.13	125457
Payment Amount 1,434.00											
Alt Payee 2701 GRAINGER, INC.											
68831	03/31/15	GRAINGER, INC.	2701	GRAINGER, INC.	COIL TUBING & CAP	PV	138066	001	00701	181.50	9674734182
Payment Amount 3,028.13											
Alt Payee 5453 GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001											
68832	03/31/15	GRM INFORMATION MANAGEMENT SERVICES-CA	19548	GRM INFORMATION MANAGEMENT SERVICES-CA	2/15 RECORDS MAINT FEE	PV	138199	001	00701	20.00	0252705
Payment Amount 477.96											
Alt Payee 2705 HACH COMPANY											
68833	03/31/15	HACH COMPANY	2705	HACH COMPANY	3/15 RECORDS STORAGE	PV	138200	001	00701	697.13	0252706
Payment Amount 717.13											
Alt Payee 2705 HACH COMPANY											
68833	03/31/15	HACH COMPANY	2705	HACH COMPANY	10 DPD TOTL CHLORN PP	PV	138163	001	00701	253.97	9284269
Payment Amount 253.97											

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
						Number	itm Co		
					PV	138163	002 00701	52.78	9284269
				FREIGHT					
				SOLITAX SS	PV	138212	001 00701	6,065.85	9277444
				WIPER					
		Alt Payee	6442 HACH COMPANY 2207 COLLECTIONS CENTER DR CHICAGO IL 60693						
				Payment Amount				6,372.60	
68834	03/31/15	16423	JANO GRAPHICS	CURRENT	PV	138258	001 00701	2,597.33	51840
				FLOW#2					
				Payment Amount				2,597.33	
68835	03/31/15	3083	JCI JONES CHEMICALS, INC	4,249 GAL BISULFITE	PV	138096	001 00701	5,651.17	648414
				5,014 GAL HYPOCHLORITE	PV	138097	001 00701	2,918.00	648229
				4,851 GAL HYPOCHLORITE	PV	138098	001 00701	2,823.14	648504
		Alt Payee	13647 JCI JONES CHEMICALS, INC P.O. BOX 636877 CINCINNATI OH 45263-6877						
				Payment Amount				11,392.31	
68836	03/31/15	2611	LA DWP	RECTIFIER	PV	138207	001 00101	40.97	017698/031715
				2/13--3/16/15					
				RECTIFIER	PV	138208	001 00101	36.42	503850/031815
				2/17--3/18/15					
				Payment Amount				77.39	
68837	03/31/15	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	TAPIA	PV	138102	001 00751	407.21	1760/031115
				1/7--3/5/15					
				RLV	PV	138103	001 00751	918.31	2090/031115
				1/7--3/5/15					
				BLDG#1	PV	138104	001 00101	429.07	2620/031115
				1/7--3/5/15					
				BLDG#8	PV	138105	001 00701	429.07	2647/031115
				1/7--3/5/15					
				BLDG#8 FIRE	PV	138106	001 00701	15.00	2650/031115
				PRT					
				1/7--3/5/15					
				BLDG#7 FIRE	PV	138107	001 00701	15.00	2654/031115

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
				PRT						
				1/7-3/5/15						
				BLDG#7	PV	138108	001	00701	879.35	26566/031115
				1/7-3/5/15						
				BLDG#2	PV	138109	001	00701	686.26	26568/031115
				1/7-3/5/15						
				RLV FARM	PV	138110	001	00751	162.00	2080/031115
				1/7-3/5/15						
				Payment Amount				3,941.27		
68838	03/31/15	2789	LIEBERT	2/15 SRV-SEIU	PV	138186	001	00701	19.55	1400579
			CASSIDY	NEGTN'14						
			WHITMORE							
				2/15	PV	138187	001	00701	260.00	1400580
				SRV-SPVSR						
				NEGTN'15						
				Payment Amount				279.55		
68839	03/31/15	3483	DAVID LIPPMAN	REIMB CELL	PV	138188	001	00701	70.46	7898/030715
				EXP						
				2/4-3/3/15						
				Payment Amount				70.46		
68840	03/31/15	2610	LOS ANGELES	2/23/15:	PV	138154	001	00101	1,725.23	RE-PW-1503050
			COUNTY DEPT.	L201404450						5608
			OF PUBLIC							
			WORKS							
				1/13/15:						
				L201500138	PV	138155	001	00101	908.00	RE-PW-1503050
				2/23/15:						5764
				L201401003	PV	138156	001	00101	287.25	RE-PW-1503050
				Payment Amount				2,920.48		5836
68841	03/31/15	8065	MWH AMERICAS, INC	RW SEAS STRG	PV	138197	001	00701	29,119.51	1678033
				1/3-2/27/15						
				Payment Amount				29,119.51		
68842	03/31/15	19164	DONALD PATTERSON	MILEAGE/HTL-C	PV	138253	001	00701	224.78	032015
				PFO EXAM						
				3/19-20						
				Payment Amount				224.78		
68843	03/31/15	18590	PR ELECTRONICS INC.	UNIV	PV	138214	001	00701	562.17	23397
				TRNSMTRS&DSPL						
				YS						
				Payment Amount				562.17		
68844	03/31/15	18505	RAFTELIS	FEB'15 FINCL	PV	138211	001	00701	830.00	LVCA1407-06

ITEM SA

Batch Number - 236793

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itm Co	Amount	Invoice Number
			FINANCIAL CONSULTANTS, INC.	ANLYS&RT STDY					
68845	03/31/15	19093	SOLARCITY - AU SOLAR 1 (GS1)	Payment Amount RW P/S 2/1-2/28/15 SOLAR	PV	138194	001 00751	830.00 13,896.56	9133440-00-01 3
68846	03/31/15	8212	STANSBERRY'S WELDING	Payment Amount WELDG-24" FLNG@3/10/15	PV	138219	001 00701	13,896.56 315.00	2060
68847	03/31/15	9505	TIRE MAN AGOURA	Payment Amount VEH#998- (4) NEWTIRES	PV	138099	001 00701	315.00 864.21	2040764
68848	03/31/15	2780	VALLEY NEWS GROUP	Payment Amount AD-EVEN/ODD IRRIG@3/19 2 ADS@3/12/15	PV	138189	001 00101	864.21 300.00 400.00	3-20 3-12
68849	03/31/15	18914	WECK LABORATORIES, INC.	Payment Amount SRV@RLV CROP	PV	138100	001 00701	700.00 124.00	W5C0528-LV
68850	03/31/15	3047	WESCO DISTRIBUTION, INC.	SRV@FAST WTR CT Payment Amount FIBERGLASS ENCLOSURES	PV	138101	001 00701	605.00 729.00 131.13	W5C0573-LV 413275
				CHNUM M-MAX 115V FRDM/DEFINITE PURPO VNTC SHLD PVC JCKT	PV	138216	001 00701	357.35	414191
					PV	138217	001 00701	82.50	413723
					PV	138218	001 00701	240.09	414570
								811.07	
								612,330.12	
									42

ITEM 4A

Alt Payee 6443 WESCO DISTRIBUTION, INC
PO BOX 31001-0465
PASADENA CA 91110-0465

Batch Number - 236954

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Co	Amount	Invoice Number
68851	04/07/15	2387	AMERRAY HYDRAULICS CORP	50- 3/8 MALE CONNECTRS	PV	138276	001	00701	244.76	41698
				Payment Amount					244.76	
68852	04/07/15	2404	ASTRA INDUSTRIAL SERVICE INC	BACKFLOW RPR PARTS	PV	138271	001	00701	468.32	00142924
				Payment Amount					468.32	
68853	04/07/15	2869	AT&T		PV	138277	001	00701	81.47	1984/032315
				3/23-4/22/15						
				SRV						
				3/23-4/22/15					142.92	0210/032315
				SRV						
				3/23-4/22/15					75.20	5388/032315
				SRV						
				3/23-4/22/15					75.51	7426/032315
				SRV						
				3/23-4/22/15					380.12	0119/032215
				SRV						
				3/22-4/21/15					73.38	0192/032515
				SRV						
				3/25-4/24/15					828.60	
				Payment Amount					828.60	
68854	04/07/15	2407	ATLAS TOWING	TOW VEH#830	PV	138266	001	00701	168.50	50957
				Payment Amount					168.50	
68855	04/07/15	8782	AW DIRECT INC.	VEH#907 LIGHTBAR	PV	138264	001	00701	784.79	1020545654
				VEH#908 LIGHTBAR	PV	138265	001	00701	784.79	1020545670
				Payment Amount					1,569.58	
68856	04/07/15	15335	BRENNTAG PACIFIC, INC.	98 BAGS BICARBONATE	PV	138272	001	00701	1,440.98	BPI506401
				Payment Amount					1,440.98	
68857	04/07/15	18992	CDW GOVERNMENT	136 MCAFFEE EPO 2 YR	PV	138404	001	00701	2,550.00	TF31526
				Alt Payee 19010 CDW GOVERNMENT 75 REMITTANCE DR., SUITE 1515 CHICAGO IL 60675-1515						
68858	04/07/15	19270	COMMUNICATION S RELAY, LLC	4/15 SITE RNTL	PV	138287	001	00701	900.00	55372
				Payment Amount					900.00	
				Payment Amount					900.00	

ITEM 4A

Batch Number - 236964
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
68859	04/07/15	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	MISC ELEC SUPPLIES	PV	138287	001	00701	750.63	9009-712570
				PWR SPPLY, 24 VDC INPT	PV	138288	001	00701	268.06	9009-712694
				BLDG#7 ADDTL LIGHTNG	PV	138289	001	00701	1,498.75	9009-712519
				DISCOUNT-BLDG #7 ADDTL LIGHTNG	PD	138270	001	00701	13.75-	9009-712519
				120V PHOTOCONTROL	PV	138411	001	00701	118.45	9009-712641
				Payment Amount				2,622.14		
68860	04/07/15	8173	EXCEL PRINT RESOURCES	5000 SHEETS LETTERHEAD	PV	138405	001	00701	563.65	2339
				Payment Amount				563.65		
68861	04/07/15	2655	FERGUSON ENTERPRISES	2-1" BALL VALVES	PV	138275	001	00701	64.18	0505126-3
				Alt Payee						
				3207 FERGUSON ENTERPRISES, INC. #1083						
				FILE 56809						
				LOS ANGELES CA 90074-6809						
				Payment Amount				64.18		
68862	04/07/15	2701	GRAINGER, INC.	DEWTR BSMT LGHTG RPR	PV	138284	001	00701	384.88	9681469335
				Alt Payee						
				5453 GRAINGER, INC.						
				DEPT 805178142						
				PALATINE IL 60038-0001						
				Payment Amount				384.88		
68863	04/07/15	2705	HACH COMPANY	ANION GRD COLUMN	PV	138282	001	00701	606.04	9286108
				Alt Payee						
				6442 HACH COMPANY						
				2207 COLLECTIONS CENTER DR						
				CHICAGO IL 60693						
				Payment Amount				606.04		
68864	04/07/15	4144	INTERSTATE BATTERY SYSTEMS	VEH#317&715 BATTERIES	PV	138274	001	00701	189.74	51032076
				Alt Payee						
				3083 JCI JONES CHEMICALS,						
				4,982 GAL HYPOCHLORITE	PV	138285	001	00701	2,899.37	648827
				Payment Amount				189.74		

ITEM 1A

Batch Number - 236954

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key ltrm	Co	Amount	Invoice Number
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68865	04/07/15	18535	KEMIRA WATER SOLUTIONS, INC.	KEMIRA WATER SOLUTIONS MAIL CODE 5581, P. O. BOX 105046 ATLANTA GA 30348-5046	PV	138273	001	00701	4,085.87	9017440205
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INC										
68867	04/07/15	2611	LA DWP	RECTIFIER	PV	138324	001	00101	36.42	851260/032715

68868	04/07/15	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	RECTIFIER	PV	138358	001	00101	40.97	557160/032815
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68869	04/07/15	2835	MODERN TOOL CO	RECTIFIER	PV	138321	001	00130	46.72	0570/031815
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68870	04/07/15	2839	MOTION INDUSTRIES, INC.	RECTIFIER	PV	138361	001	00701	2,516.59	CA22-569D10
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INC										
Payment Amount										
2,899.37										
Payment Amount										
4,085.87										
Payment Amount										
46.72										
Payment Amount										
77.39										
Payment Amount										
4,416.00										

INC										
Payment Amount										
961.05										
Payment Amount										
335.94										
Payment Amount										
370.88										
Payment Amount										
195.00										
Payment Amount										
2,553.13										
Payment Amount										
2,516.59										

INC										
Payment Amount										
80.68										
Payment Amount										
471.26										
Payment Amount										
3,820.31										

Batch Number - 236964
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
				SHEAVES&BUSHI	PV	138385	001	00701	1,194.33	CA22-589262
				NG						
			Alt Payee	MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074						
68871	04/07/15	18940	MP PRINTING & MAILING	Payment Amount CRRNT FLW#2-MAR'15	PV	138325	001	00701	1,272.21	57331
68872	04/07/15	2302	OFFICE DEPOT	Payment Amount MISC OFFICE SUPPLIES	PV	138290	001	00701	1,404.72	759496386001
				MISC OFFICE SUPPLIES	PV	138291	001	00701	147.26	759496527001
				MISC OFFICE SUPPLIES	PV	138292	001	00701	15.66	759496532001
				MISC OFFICE SUPPLIES	PV	138293	001	00701	38.26	757431958002
68873	04/07/15	10643	JEFF REINHARDT	Payment Amount EXP-ACWA COM MTG 3/18/15	PV	138425	001	00701	53.17	031815
68874	04/07/15	6765	SAWYER PETROLEUM	Payment Amount 1021 GAL RED DYE DIESEL	PV	138424	001	00701	1,803.42	V68146
				1021 GAL RED DYE DIESEL	PV	138424	003	00701	651.64	V68146
68875	04/07/15	2949	SNAP ON TOOLS	Payment Amount RATCHT SCRWDRVR SET	PV	138281	001	00701	70.80	0304157079
68876	04/07/15	4440	SOUTHWEST CHLORINATION, INC.	Payment Amount CHLR POTBL TNKS OCT'14	PV	138323	001	00101	1,571.80	7590
68877	04/07/15	17645	TORO ENTERPRISES INC.	Payment Amount RELEASE RETENTN-TO BLVD/LB CYN	PV	138289	001	00101	2,566.91	TO/LBTYCYN-RT NRLS
68878	04/07/15	18810	UNIFIRST CORPORATION	Payment Amount 3/15 MATS/TWLS,UNI FRMS@TAPIA	PV	138386	001	00701	45.40	711508

Batch Number - 236954
Bank Account - 00146807 Cash-General

Payment Number Date	Address Number	Name	Payment Stub Message	Document Ty Number	Key Item Co	Amount	Invoice Number
3/15			MATS/TWLS,UNI FRMS@TAPIA	PV 138386	002 00701	17.60	711508
3/15			MATS/TWLS,UNI FRMS@TAPIA	PV 138387	001 00701	45.40	713089
3/15			MATS/TWLS,UNI FRMS@TAPIA	PV 138387	002 00701	47.10	713089
3/15			MATS/TWLS,UNI FRMS@TAPIA	PV 138388	001 00701	45.40	714696
3/15			MATS/TWLS,UNI FRMS@TAPIA	PV 138388	002 00701	17.60	714696
3/15			MATS/TWLS,UNI FRMS@TAPIA	PV 138389	001 00701	45.40	716302
3/15			MATS/TWLS,UNI FRMS@TAPIA	PV 138389	002 00701	47.10	716302
3/15			MATS/TWLS,UNI FRMS@WLK	PV 138390	001 00701	13.88	711507
3/15			MATS/TWLS,UNI FRMS@WLK	PV 138390	002 00701	6.40	711507
3/15			MATS/TWLS,UNI FRMS@WLK	PV 138391	001 00701	13.88	713088
3/15			MATS/TWLS,UNI FRMS@WLK	PV 138391	002 00701	17.90	713088
3/15			MATS/TWLS,UNI FRMS@WLK	PV 138392	001 00701	13.88	714695
3/15			MATS/TWLS,UNI FRMS@WLK	PV 138392	002 00701	6.40	714695
3/15			MATS/TWLS,UNI FRMS@WLK	PV 138393	001 00701	13.88	716301

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
				FRMS@WLK					
	3/15			PV	138393	002 00701	17.90	716301	
				MATS/TWLS,UNI					
				FRMS@WLK					
	3/15			PV	138394	001 00701	185.30	711510	
				MATS/TWLS,UNI					
				FRMS@HQ					
	3/15			PV	138395	001 00701	206.30	713091	
				MATS/TWLS,UNI					
				FRMS@HQ					
	3/15			PV	138396	001 00701	185.30	714698	
				MATS/TWLS,UNI					
				FRMS@HQ					
	3/15			PV	138397	001 00701	20.34	711509	
				MATS/TWLS,UNI					
				FRMS@RLV					
	3/15			PV	138397	002 00701	20.80	711509	
				MATS/TWLS,UNI					
				FRMS@RLV					
	3/15			PV	138398	001 00701	20.34	713090	
				MATS/TWLS,UNI					
				FRMS@RLV					
	3/15			PV	138398	002 00701	30.30	713090	
				MATS/TWLS,UNI					
				FRMS@RLV					
	3/15			PV	138399	001 00701	20.34	714697	
				MATS/TWLS,UNI					
				FRMS@RLV					
	3/15			PV	138399	002 00701	20.80	714697	
				MATS/TWLS,UNI					
				FRMS@RLV					
	3/15			PV	138400	001 00701	20.34	716303	
				MATS/TWLS,UNI					
				FRMS@RLV					
	3/15			PV	138400	002 00701	30.30	716303	
				MATS/TWLS,UNI					
				FRMS@RLV					
	3/15			PV	138401	001 00701	206.30	716304	
				MATS/TWLS,UNI					
				FRMS@HQ					
	3/15			PV	138402	001 00701	30.96	712267	
				JACKET-S.WILL					

Batch Number - 236964

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
68879	04/07/15	3035	VWR SCIENTIFIC	IAMS Payment Amount MEDIUM GLOVES	PV	138407	001	00701	195.59	8040668351
									1,412.84	
				FREIGHT	PV	138407	002	00701	31.39	8040668351
				DIGITAL THERMOMETER	PV	138408	001	00701	85.12	8040662536
				FREIGHT	PV	138408	002	00701	11.30	8040662536
				FLUORIDE STD 100 PPM	PV	138409	001	00701	33.78	8040695431
				FREIGHT	PV	138409	002	00701	13.23	8040695431
				FLUORIDE STD 100 PPM	PV	138410	001	00701	33.78	8040692037
				FREIGHT	PV	138410	002	00701	12.52	8040692037
			Alt Payee	VWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169					416.71	
68880	04/07/15	3025	WATER & SANITATION SRV/AVENTURA COUNTY	Payment Amount PURCH WTR 2/17-3/17/15	PV	138322	001	00101	17,931.77	1036717
68881	04/07/15	18914	WECK LABORATORIES, INC.	Payment Amount LAB SRV@TAPIA	PV	138328	001	00701	90.00	W5C0682-LV
68882	04/07/15	3047	WESCO DISTRIBUTION, INC.	Payment Amount VFD COOLING FAN	PV	138327	001	00701	1,480.57	417505
									90.00	
				VFD COOLING FAN	PV	138327	002	00701	20.65	417505
			Alt Payee	WESCO DISTRIBUTION, INC PO BOX 31001-0465 PASADENA CA 91110-0465					1,501.22	
68883	04/07/15	18640	WEST COAST POWER SOLUTIONS	Payment Amount SRV@BLDG#8 1/6/15	PV	138286	001	00701	89.00	S4441
									89.00	

ITEM 4A

Batch Number - 236964

Bank Account - 00146807 Cash-General

Las Virgenes Municipal Water
A/P Auto Payment Register

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Co	Amount	Invoice Number
68894	04/07/15	3068	YSI	BUBBLR W/ PRSSR SNSR	PV	138359	001	00701	4,278.25	596763
				BUBBLR W/ PRSSR SNSR	PV	138359	002	00701	32.72	596763
				Payment Amount					<u>4,310.97</u>	
				Total Amount of Payments Written					<u>67,558.25</u>	
				Total Number of Payments Written					34	

Batch Number - 236973

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Slub Message	Ty	Document Number	Key	Amount	Invoice Number
68885	04/14/15	19289	ACC BUSINESS	INTERNET	PV	138310	001 00701	960.56	150717259
				2/11-3/10/15					
				Payment Amount				960.56	
68886	04/14/15	8680	ADS, LLC	MAR'15 FLOW	PV	138417	001 00701	673.15	12975.22-0315
				MONITORING					
				MAR'15 FLOW	PV	138417	002 00701	2,019.45	12975.22-0315
				MONITORING					
				Payment Amount				2,692.60	
68887	04/14/15	17077	AECOM USA, INC.	2/7-3/6/15 5	PV	138431	001 00701	9,272.52	37519933
				MG TNK SRV					
				2/7-3/6/15 5	PV	138432	001 00701	15,694.94	37520065
				MG CNST MGMT					
				Payment Amount				24,967.46	
68888	04/14/15	15897	AMERICAN TELEBROKERS	MITEL 5320 IP	PV	138252	001 00701	405.63	110580
				TELE REFURB					
				Payment Amount				405.63	
68889	04/14/15	2387	AMERRAY HYDRAULICS CORP	8 RBBR CS	PV	138419	001 00701	590.78	41750
				GAUGES&CNNECTN					
				S					
				8 RBBR CS	PV	138419	003 00701	10.87	41750
				GAUGES&CNNECTN					
				S					
				Payment Amount				601.65	
68890	04/14/15	7965	B&B PALLET CO.	55 YDS WOOD	PV	138312	001 00701	638.00	113151
				CHIPS					
				55 YDS WOOD	PV	138313	001 00701	638.00	113152
				CHIPS					
				55 YDS WOOD	PV	138314	001 00701	638.00	113153
				CHIPS					
				55 YDS WOOD	PV	138315	001 00701	638.00	113154
				CHIPS					
				55 YDS WOOD	PV	138412	001 00701	638.00	113155
				CHIPS					
				55 YDS WOOD	PV	138413	001 00701	638.00	113156
				CHIPS					
				55 YDS WOOD	PV	138414	001 00701	638.00	113157
				CHIPS					
				55 YDS WOOD	PV	138415	001 00701	638.00	113158
				CHIPS					
				Payment Amount				5,104.00	
68891	04/14/15	18550	KENNETH	TURF RMVL	PV	138246	001 00101	436.00	2130711

ITEM 4A

Las Virgenes Municipal Water
A/P Auto Payment Register

R04576

Batch Number - 236973
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message		Ty	Document		Key	Amount	Invoice Number
				Item	Co		Item	Co			
68892	04/14/15	19317	MING CHANG	REBATE	Payment Amount	PV	138311	001	00101	436.00	700560-TURF2
				TURF RMVL						4,082.00	
68893	04/14/15	19305	COMMERCIAL CLEANING SYTEMS	REBATE	Payment Amount	PV	138303	001	00701	4,082.00	286299
				APR'15						3,212.46	
				JANITORIAL							
				SVC							
				APR'15						423.06	286299
				JANITORIAL							
				SVC							
				APR'15						1,495.19	286299
				JANITORIAL							
				SVC							
68894	04/14/15	19552	ANJEANETTE CORMAN	Payment Amount		PV	138231	001	00101	5,130.71	2160818
				TURF RMVL						250.00	
				REBATE							
				Payment Amount						250.00	
68895	04/14/15	16364	D&H WATER SYSTEMS INC.	2	ANALYZERS-FRE E&TOTL	PV	138433	001	00701	15,775.57	I2015-0241
				CHLORINE							
				FREIGHT						150.00	I2015-0241
				Payment Amount						15,925.57	
68896	04/14/15	11330	DIAL SECURITY	4/15 SECURITY		PV	138349	001	00701	45.00	246044
				SVC@TAPIA							
				4/15 SECURITY						70.00	246047
				SVC@WLK							
				4/15 SECURITY						35.00	246048
				SVC@WLK-P/S							
				4/15 SECURITY						35.00	246046
				SVC@RLV-FARM							
				4/15 SECURITY						230.00	246043
				SVC@HQ							
				4/15 SECURITY						48.00	246043
				SVC@HQ LOBBY							
				GTS							
				4/15 SECURITY						80.00	246045
				SVC@RLV							
				Payment Amount						543.00	
68897	04/14/15	8612	DURHAM SCHOOL	CLBS HS		PV	138343	001	00751	341.11	8121286

Batch Number - 236973
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key Item	Co	Amount	Invoice Number
SERVICES										
				TOUR@2/11/15						
				CLBS HS	PV	138344	001	00751	381.01	8121289
				TOUR@2/12/15						
				QTLY FACILITY	PV	138345	001	00751	341.11	8121291
				TR@2/7/15						
				BAY LAUREL	PV	138346	001	00751	341.11	8121596
				TOUR@2/24/15						
				Payment Amount				1,404.34		
68898	04/14/15	19569	EBS CALABASAS LLC	RFND BAL -	PV	138341	001	00101	20.00	071312
				CLOSED A/C						
				Payment Amount				20.00		
68899	04/14/15	18111	ELECSYS INTERNATIONAL CORPORATION	MAY'15 MAINT	PV	138418	001	00701	261.00	134561
				CHG						
				Payment Amount				261.00		
68900	04/14/15	2654	FAMCON PIPE	5 SEALANT #75	PV	138302	001	00701	68.13	167052
				SPEARS						
				Payment Amount				68.13		
68901	04/14/15	4598	MIKE FARAG	RFND BAL -	PV	138340	001	00101	96.82	070961
				CLOSED A/C						
				Payment Amount				96.82		
68902	04/14/15	19564	JOHN FARE	RFND BAL -	PV	138242	001	00101	193.43	015586
				CLOSED A/C						
				Payment Amount				193.43		
68903	04/14/15	2660	FISHER SCIENTIFIC	BLK MANIFOLD	PV	138434	001	00701	27.27	3042869
				TUBING						
				FREIGHT	PV	138434	002	00701	3.01	3042869
				Alt Payee						
				FISHER SCIENTIFIC						
				FILE #50129						
				LOS ANGELES CA 90074-0129						
				Payment Amount				30.28		
68904	04/14/15	18845	FREELITE SKYLIGHTS	SKYLIGHT RPL	PV	138248	001	00751	218.00	346472
				DEPOSIT						
				Payment Amount				218.00		
68905	04/14/15	4971	FUGRO CONSULTANTS, INC.	2/20-3/19/15	PV	138416	001	00701	5,187.50	04.62140144-3
				RES#2 SVC						
				Alt Payee						
				FUGRO CONSULTANTS, INC.						
				P. O. BOX 301083						
				DALLAS TX 75303-1083						

ITEM 4A

Batch Number - 236973

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
68906	04/14/15	19553	FELICE GALLENBERG	TURF RMVL	PV	138232	001	00101	5,187.50	1,776.00	531116
				REBATE							
				Payment Amount						1,776.00	
68907	04/14/15	2701	GRAINGER, INC.	EMER	PV	138249	001	00751		338.81	9689154970
				SHOWR&TSTR							
				12-ZEP 45	PV	138250	001	00701		131.44	9686696874
				LUBRICANT							
				MLWK TOOL	PV	138251	001	00701		873.09	9688113753
				KIT&CIRC SAW							
			Alt Payee	GRAINGER, INC.							
				DEPT 805178142							
				PALATINE IL 60038-0001							
68908	04/14/15	19551	LARRY HYMAN	TURF RMVL	PV	138247	001	00101	1,343.34	3,584.00	2110170
				REBATE							
				Payment Amount						3,584.00	
68909	04/14/15	19554	MAGGIE JANSEZIAN	TURF RMVL	PV	138233	001	00101		900.00	1100466
				REBATE							
				Payment Amount						900.00	
68910	04/14/15	3083	JCI JONES CHEMICALS, INC	4,998 GAL	PV	138320	001	00701		2,908.69	649401
				CHEMICALS, INC							
				HYPOCHLORITE							
			Alt Payee	JCI JONES CHEMICALS, INC							
				P.O. BOX 636877							
				CINCINNATI OH 45263-6877							
68911	04/14/15	19555	JARED JUSSIM	TURF RMVL	PV	138234	001	00101	2,908.69	1,970.00	2110168
				REBATE							
				Payment Amount						1,970.00	
68912	04/14/15	17335	KAESER COMPRESSORS INC.	COMPRESSOR	PV	138319	001	00701		392.40	910596589
				AIR FILTERS							
				Payment Amount						392.40	
68913	04/14/15	18177	ALEX KALIUKIN	TURF RMVL	PV	138245	001	00101		1,216.00	410234
				REBATE							
				Payment Amount						1,216.00	
68914	04/14/15	17447	KONECRANES INC.	RPL RBBR	PV	138317	001	00701	1,216.00	686.00	NLA00998098
				BSHGS-DWTR							
				BLDG							

ITEM 4A

Batch Number - 236973

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
68915	04/14/15	3164	LEMIEUX & O'NEILL	HOIST GEARBX OIL CHG HOIST GEARBX OIL CHG HOIST GEARBX OIL CHG Payment Amount RETRAINER-MAR' 15	PV	138318	001 00701	313.75	NLA00998101
				PROF	PV	138428	001 00701	24.75	140M/0315
				SRV-MAR'15	PV	138428	002 00701	627.50	NLA00998101
				PROF	PV	138428	002 00701	3,021.15	140M/0315
				SRV-MAR'15	PV	138428	003 00701	33,500.00	140M/0315
				PROF	PV	138428	003 00701	3,500.00	330994
68916	04/14/15	19556	YU-HIWA LOU	Payment Amount TURF RMVL REBATE	PV	138235	001 00101	43,545.90	
68917	04/14/15	19557	SUSAN MCCOLLY	Payment Amount TURF RMVL REBATE	PV	138236	001 00101	3,500.00	680800
68918	04/14/15	19570	SHARON McLEISH	Payment Amount RFND BAL - CLOSED A/C	PV	138342	001 00101	1,370.00	058229
68919	04/14/15	17295	MAILFINANCE	Payment Amount PSTG MCHN 4/23--5/22/15	PV	138332	001 00701	253.92	H5236241
68920	04/14/15	19254	DANIEL MARTIN	Payment Amount TURF RMVL REBATE	PV	138230	001 00101	411.41	370510/031115
68921	04/14/15	15934	MEASUREMENT TECHNOLOGIES, INC	Payment Amount ASHCFT DIAPHRM SEALS	PV	138304	001 00701	3,064.00	9599
68922	04/14/15	2365	MSO TECHNOLOGIES	FREIGHT Payment Amount FEB'15 WLK P/S UPGRD FEB'15 WLFP EXPSN	PV	138347	001 00701	821.45	4885
				Payment Amount	PV	138348	001 00701	1,260.00	4885
				Payment Amount				2,520.00	

ITEM 4

Batch Number - 236973

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
68923	04/14/15	19558	NEAL MURPHY	TURF RMVL REBATE	PV	138237	001	00101	2,000.00	540444
68924	04/14/15	17329	ODYSSEY POWER	Payment Amount SRV@JLS#1 2/24/15	PV	138336	001	00701	1,976.31	57352
68925	04/14/15	19559	ATIS PETERSONS	Payment Amount TURF RMVL REBATE	PV	138238	001	00101	850.00	660280
68926	04/14/15	19560	JOLIE PFAHLER	Payment Amount TURF RMVL REBATE	PV	138239	001	00101	1,624.00	380454
68927	04/14/15	19133	PINNACLE PETROLEUM, INC.	Payment Amount 7,964 GAL REG 87 GAS	PV	138309	001	00701	21,811.80	110508
68928	04/14/15	8484	PRAXAIR DISTRIBUTION, INC	Payment Amount 3/15 CYLINDER RNLT	PV	138306	001	00701	109.12	52131992
Alt Payee 8898 PRAXAIR DISTRIBUTION INC. DEPT. LA 21511 PASADENA CA 91185-1511										
68929	04/14/15	19561	GAIL LANGER REZNIK	Payment Amount TURF RMVL REBATE	PV	138240	001	00101	2,566.00	341116
68930	04/14/15	3480	SIGN FACTORY	Payment Amount SCRIM BANNER 24X48	PV	138299	001	00751	316.05	13941
68931	04/14/15	19562	JENNIFER SINGER	Payment Amount TURF RMVL REBATE	PV	138243	001	00101	1,080.00	780176
68932	04/14/15	19468	BO SLYAPICH	Payment Amount SNAKE RMVL@3/30/15	PV	138423	001	00701	75.00	033015
68933	04/14/15	19567	ROBERT SONTI	Payment Amount TURF RMVL REBATE	PV	138300	001	00101	1,560.00	560120
68934	04/14/15	14479	STEPHEN'S VIDEO	Payment Amount LV MTG@3/10,23&2	PV	138429	001	00701	1,635.00	3-30-15

ITEM A

Batch Number - 236973
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Number	Key	Amount	Invoice Number
Number	Date	Number	Name	Message	Number	Co	Amount	Number
			PRODUCTIONS	4 VID RCRDGD	138430	001 00701	545.00	3-30-15
			JPA BRD	MTG@3/2/15				
			VID RCRDGD	Payment Amount		2,180.00		
68935	04/14/15	19568	SHARON SVOBODA	TURF RMVL	138301	001 00101	3,000.00	1150534
				REBATE				
				Payment Amount		3,000.00		
68936	04/14/15	3769	T & T TRUCK & CRANE SERVICE	40 TN	138335	001 00701	1,025.00	0119125-IN
				CRANE@TWN LKS				
				PS				
				Payment Amount		1,025.00		
68937	04/14/15	17645	TORO ENTERPRISES INC.	RES#2-	138420	001 00701	11,357.60	9152
				2/12-13&2/16/15				
				RES#2				
				SRV@3/12/15				
				Payment Amount		12,094.60		
68938	04/14/15	19135	TRANSUNION RISK & ALTERNATIVE DATA SOLUT	ONLN SRCH BAD	138339	001 00701	123.00	974571/MAR15
				DBT 3/15				
				Payment Amount		123.00		
68939	04/14/15	2780	VALLEY NEWS GROUP	AD@3/26-GARDE N WRKSH	138298	001 00101	310.00	3-27
				Payment Amount		310.00		
68940	04/14/15	16623	VELOCITY TECHNOLOGY SOLUTIONS, INC.	MAY'15	138305	001 00701	3,114.00	306081
				DISASTER RECVRY				
				Payment Amount		3,114.00		
68941	04/14/15	16132	V3	PSTC-MAILG	138436	001 00701	15,000.00	29042
				BILLS&NOTICES				
				Payment Amount		15,000.00		
68942	04/14/15	2436	VINCE BARNES AUTOMOTIVE	VEH#830-WIRE@	138338	001 00701	95.00	020831
				STARTR				
				Payment Amount		95.00		
68943	04/14/15	3109	W. LITTEN	SRV	138329	001 00701	3,383.60	320355
				2/22-2/28/15@				
				RANCHO				
				SRV				
				Payment Amount		3,383.60		

ITEM 4A

Batch Number - *236973
 Bank Account - 00146807 Cash-General

Las Virgenes Municipal Water
 A/P Auto Payment Register


Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
3/8-3/14/15@R										
			ANCHO							
			SRV		PV	138331	001	00701	4,734.15	320363
3/15-3/21/15@										
			RANCHO							
			Payment Amount						11,251.65	
68944	04/14/15	18521	WALTON MOTORS & CONTROLS, INC.	RPR ROOTS AIR CMPPRSR#1	PV	138337	001	00701	796.30	36761
			Payment Amount						796.30	
68945	04/14/15	3047	WESCO DISTRIBUTION, INC.	RHINO 3/4 WHITE VINYL	PV	138333	001	00701	80.68	418403
			Payment Amount						80.68	
			SOFT STARTER@PMP#3 JS P/S		PV	138334	001	00701	3,781.36	419737
			Payment Amount						3,781.36	
			WESCO DISTRIBUTION, INC.							
			6443 WESCO DISTRIBUTION, INC							
			PO BOX 31001-0465 PASADENA CA 91110-0465							
			Payment Amount						3,862.04	
68946	04/14/15	3048	WEST COAST AIR CONDITIONING	INSTL 2 HOT WTR REHEAT COILS HVAC MODS@TENANT SPACE	PV	138356	001	00701	5,800.00	564689
			Payment Amount						5,800.00	
			A/C PM@BLDG#8		PV	138367	001	00701	650.00	564307
			A/C PM@RLV		PV	138368	001	00701	385.00	564327
			A/C PM@L/S#2		PV	138369	001	00701	62.00	564363
			A/C PM@L/S#1		PV	138370	001	00701	108.00	564342
			A/C		PV	138371	001	00701	50.00	564366
			PM@CORNELL							
			P/S							
			A/C PM@WLK		PV	138372	001	00701	45.00	564365
			A/C PM@BLDG#2		PV	138373	001	00701	30.00	564364
			A/C PM@LV-2		PV	138374	001	00701	115.00	564339
			A/C		PV	138375	001	00701	395.00	564576
			PM@BLDG#7&8							
			SRV@BLDG#7-BO ILR&PMP#1		PV	138376	001	00701	323.28	564203

ITEM 4A

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
68947	04/14/15	4830	WEST COAST ROTOR	HEAT STRIP ASSEMBLY	PV	138377	001	00701	870.00	S64429
				SRV@WTR VLV	PV	138378	001	00701	152.50	S64524
				ACTUATOR	PV	138421	001	00701	135.00	S64333
				A/C PM@TAPIA	PV	138422	001	00701	179.00	S64392
				A/C SRV@TAPIA	PV					
				Payment Amount				18,214.78		
				GEAR JOINT	PV	138308	001	00701	9,810.00	24104
				KIT&STATOR						
				Payment Amount				9,810.00		
68948	04/14/15	18128	WOLTERS KLUWER LAW & BUSINESS	PAYROLL MGR LTR 6/15--5/16	PV	138241	001	00701	501.00	98657526
				Payment Amount				501.00		
68949	04/14/15	3067	XEROX CORPORATION	LEASE-2/15 D95 HQ-2ND FL	PV	138379	001	00701	607.70	078483102
				LEASE-2/15 D95 HQ-1ST FL	PV	138380	001	00701	638.05	078483101
				LEASE-2/15 5845A TAPIA	PV	138381	001	00701	284.90	078483103
				LEASE-2/15 X560EFI SVR	PV	138383	001	00701	192.02	078483105
				LEASE-3/15 5740PT-OPS	PV	138384	001	00701	217.43	078944995
				LEASE-2/15 XC560 PRNTR	PV	138403	001	00701	1,771.25	078483106
				Payment Amount				3,711.35		
68950	04/14/15	19563	HOWARD ZARETT	TURF RMVL	PV	138244	001	00101	822.00	2161144
				REBATE						
				Payment Amount				822.00		
				Total Amount of Payments Written				261,230.79		
				Total Number of Payments Written				66		

April 1, 2015

To: Payroll

From: David W. Pedersen 
General Manager

RE: Per Diem Request – March 2015

Attached are the Director statements of attendance for meetings, conferences and miscellaneous functions, which are summarized in the table below. If you have any questions, please contact me. Thank you.

On February 26, 2008, the Board unanimously voted to amend the daily per diem to \$200, effective February 27, 2008. On January 26, 2010, during the annual review of compensation, the Board opted for the per diem to remain at \$200 and requested that a per diem survey be conducted along with the next employee compensation study.

<u>Director</u>	<u>No. of Meetings</u>	<u>Rate</u>	<u>Total</u>
Charles Caspary	8	\$200.00	\$1,600.00
Glen Peterson LVMWD* – 6 MWD** – 10	16	\$200.00	\$3,200.00
Leonard Polan	7	\$200.00	\$1,400.00
Lee Renger	2	\$200.00	\$400.00
Jay Lewitt	7	\$200.00	\$1,400.00

*LVMWD Code Section 2-2.401(a): "not exceeding a total of ten (10) days in any calendar month"

**LVMWD Code Section 2-2.401(b): MWD director "not exceeding a total of (10) days in any calendar month."

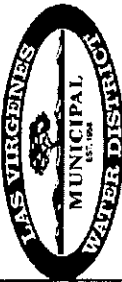
LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

To: Dave Pedersen

Director's Name: Charles Caspary

Month of: Mar-15

Division: 1



The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed			Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹	Total		MWD	LVMWD	
3/2/2015	1		1	N		X	Las Virgenes - Triunfor JPA Board Meeting
3/10/2015	1		1	N		X	Las Virgenes MWD - Regular Board Meeting
3/10/2015	0		0	N		X	Watershed Advis. Council/Santa Monica Bay Rest. Com
3/12/2015	1		1	N		X	RWQCB - LA
3/18/2015	1		1	N		X	Seasonal Storage Stakeholder Workshop #3 - LVMWD
3/19/2015	1		1	N		X	Assn of Water Agencies - Ventura
3/20/2015	1		1	N		X	Senate Informational Hearing-Water Energy Nexus
3/23/2015	1		1	N		X	LVMWD - Budget/Action Plan Workshop
3/24/2015	1		1	N		X	Las Virgenes MWD - Regular Board Meeting
			TOTAL				
			8				

ITEM

Date Submitted: 30-Mar-15

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

Director Signature: Charles Caspary via email

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT



To: Daryl A Betancur, Clerk of the Board Director's Name: Glen Peterson
 Month of: Mar-15 Division: _____
 _____ 2

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	Event	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
		Travel ¹	Total		MWD	LVMWD	
3/2/15	1		1 n/a			x	JPA meeting
3/3/15	1		1 n/a				Water Storage Task Force (Sacramento)
3/4/15	1		1 n/a			x	ACWA State Leg Symposium (Sacramento)
3/5/15	1		1 n/a				Engineering & Operations Committee pre meet
3/6/15	1		1 n/a				Northern Caucus
3/9/15	1		1 n/a				Committee Meetings
3/10/15	1		1 n/a			x	Board Meetings and Committee Meetings
3/11/15	1		1 n/a				Colorado River Board of California (Diamond Valley
3/18/15	1		1 n/a			x	Reclaimed Water Task Force LV
3/19/15	1		1 y			x	Water Wise Breakfast
3/20-22/15	3		3 n/a				Radio River Inspection Trip
3/23/15	1		1			x	Strategic Planning Meeting
3/24/15	1		1			x	Committee and Board Meetings
3/25-26/15	2		2			x	Central Arizona Project tour

7-1
= 6*

17-1 = 16
10

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

TOTAL

Date Submitted: 3/30/15

Director Signature: [Signature]

NOTE: I HAVE REDUCED THE NUMBER BY 1 FROM LAS VIRGENES BECAUSE THE 3/18/15 WAS PAID BY VP/RT

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

To: Joanne Bodenhamer, Clerk of the Board Director's Name: Leonard Polan

Month of: March Division: #4




The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
3/2/15	1	---	---		Y	JPA Board Meeting
3/4/15	1	---	Y		Y	CASA sacramento Legislative update
3/10/15	1	---	---		Y	LVMWD BOARD MTG
3/18/15	1	---	---		Y	Recycled Water seasonal storage facility workshop
3/19-20/15	2	---	Y		Y	CA Water Policy Conference, Claremont, CA.
3/24/15	1	---	---		Y	LVMWD BOARD MTG
TOTAL						7

Date Submitted: 4/3/15
Director Signature: Electronically Signed Leonard E. Polan

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

	To: Daryl A Betancour, Clerk of the Board	Director's Name: Lee Renger	
Month of: March 2015	Reimbursible Expenses2	Division: 3	
The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings, Conferences I have attended:			
Date(s)	# of Days Claimed	Check One	Event Title
Event	Travel 1	Expenses2	
	Total	MWD	
3-23-15	1	L/MWD	
3-24-15	1	X	STRATEGIC PLANNING WORKSHOP
		X	L/MWD BOARD MEETING
TOTAL 2			

ITEM 4B

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy 2. Attach completed Statement of Account and Claim for Personnelly

Date Submitted: 4-2-2015
 Director Signature: *Lee Renger*

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

To: Dave Pedersen Director's Name: Jay Lewitt
 Month of: Mar-15 Division: 5



The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
March 2nd	1				X	JPA Board Meeting
March 4th	1		66 miles		X	ACWA Conference
March 10th	1				X	LVMWD Board Meeting
March 18th	1				X	Workshop
March 20th	1				X	Senate Hearing
March 23rd	1				X	Strategic Planning
March 24th	1				X	LVMWD Board Meeting
TOTAL			7			

ITEM Date Submitted: 1-Apr-15
 Director Signature: Jay Lewitt

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

Governor Brown Directs First Ever Statewide Mandatory Water Reductions

4-1-2015

SACRAMENTO - Following the lowest snowpack ever recorded and with no end to the drought in sight, Governor Edmund G. Brown Jr. today announced actions that will save water, increase enforcement to prevent wasteful water use, streamline the state's drought response and invest in new technologies that will make California more drought resilient.

"Today we are standing on dry grass where there should be five feet of snow. This historic drought demands unprecedented action," said Governor Brown. "Therefore, I'm issuing an executive order mandating substantial water reductions across our state. As Californians, we must pull together and save water in every way possible."

High resolution photos of previous snow surveys are available [here](#).

For more than two years, the state's experts have been managing water resources to ensure that the state survives this drought and is better prepared for the next one. Last year, the Governor proclaimed a [drought state of emergency](#). The state has taken steps to make sure that water is available for human health and safety, growing food, fighting fires and protecting fish and wildlife. Millions have been spent helping thousands of California families most impacted by the drought pay their bills, put food on their tables and have water to drink.

The following is a summary of the executive order issued by the Governor today.

Save Water

For the first time in state history, the Governor has directed the State Water Resources Control Board to implement mandatory water reductions in cities and towns across California to reduce water usage by 25 percent. This savings amounts to approximately 1.5 million acre-feet of water over the next nine months, or nearly as much as is currently in Lake Oroville.

To save more water now, the order will also:

- Replace 50 million square feet of lawns throughout the state with drought tolerant landscaping in partnership with local governments;
- Direct the creation of a temporary, statewide consumer rebate program to replace old appliances with more water and energy efficient models;
- Require campuses, golf courses, cemeteries and other large landscapes to make significant cuts in water use; and
- Prohibit new homes and developments from irrigating with potable water unless water-efficient drip irrigation systems are used, and ban watering of ornamental grass on public street medians.

Increase Enforcement

The Governor's order calls on local water agencies to adjust their rate structures to implement conservation pricing, recognized as an effective way to realize water reductions and discourage water waste.

Agricultural water users - which have borne much of the brunt of the drought to date, with hundreds of thousands of fallowed acres, significantly reduced water allocations and thousands of farmworkers laid off - will be required to report more water use information to state regulators, increasing the state's ability to enforce against illegal diversions and waste and unreasonable use of water under today's order. Additionally, the Governor's action strengthens standards for Agricultural Water Management Plans submitted by large agriculture water districts and requires small agriculture water districts to develop similar plans. These plans will help ensure that agricultural communities are prepared in case the drought extends into 2016.

Additional actions required by the order include:

- Taking action against water agencies in depleted groundwater basins that have not shared data on their groundwater supplies with the state;
- Updating standards for toilets and faucets and outdoor landscaping in residential communities and taking action against communities that ignore these standards; and
- Making permanent monthly reporting of water usage, conservation and enforcement actions by local water suppliers.

Streamline Government Response

The order:

- Prioritizes state review and decision-making of water infrastructure projects and requires state agencies to report to the Governor's Office on any application pending for more than 90 days.
- Streamlines permitting and review of emergency drought salinity barriers - necessary to keep freshwater supplies in upstream reservoirs for human use and habitat protection for endangered and threatened species;
- Simplifies the review and approval process for voluntary water transfers and emergency drinking water projects; and
- Directs state departments to provide temporary relocation assistance to families who need to move from homes where domestic wells have run dry to housing with running water.

Invest in New Technologies

The order helps make California more drought resilient by:

- Incentivizing promising new technology that will make California more water efficient through a new program administered by the California Energy Commission.

The full text of the executive order can be found [here](#).

For more than two years, California has been dealing with the effects of drought. To learn about all the actions the state has taken to manage our water system and cope with the impacts of the drought, visit [Drought.CA.Gov](#).

Every Californian should take steps to conserve water. Find out how at [SaveOurWater.com](#).

###

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.



IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.



8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.



13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.



20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.



26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.



31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



MANDATORY CONSERVATION

ACHIEVING A 25% STATEWIDE REDUCTION IN POTABLE URBAN WATER USE

FACT SHEET

Background

With California facing one of the most severe droughts on record, Governor Brown declared a drought State of Emergency in January 2014. Since that time, the Governor has issued three additional Executive Orders directing actions to prepare for water shortages. For the first time in state history, the Governor, in his April 1, 2015 Executive Order, directed the State Water Board to implement mandatory water reductions in cities and towns across California to reduce potable urban water usage by 25 percent statewide. This savings amounts to approximately 1.3 million acre-feet of water over the next nine months, or nearly as much water as is currently in Lake Oroville. To achieve these savings, the State Water Board is expediting emergency regulations to set usage targets for communities around the State.

Applicability

The mandatory water reductions, along with specific restrictions on commercial, industrial and institutional irrigation uses, apply to urban water suppliers as defined in water code section 10617, excluding wholesalers. Generally, urban water suppliers serve more than 3,000 customers or deliver more than 3,000 acre feet of water per year. Suppliers regulated by the Public Utilities Commission are included in the mandatory water restrictions. The Executive Order requests that the Public Utilities Commission require investor-owned water utilities to implement reductions consistent with the State Water Board requirements for all other urban water suppliers. The specific restrictions and prohibitions on water use in the Executive Order apply to all Californians and are in addition to the specific restrictions and prohibitions contained in the emergency conservation regulation approved by the Office of Administrative Law (OAL) on March 27, 2015.

Proposed Schedule

The State Water Board is expediting the development and adoption of additional regulations to implement the new restrictions and prohibitions contained in the Executive Order. There will be several opportunities for stakeholder involvement prior to the release of the formal notice of emergency rulemaking. The first opportunity follows the release of a Proposed Regulatory Framework and the second will follow the release of draft a regulation, as follows:

- | | |
|--|-------------------------|
| • Governor issues Drought Executive Order | April 1, 2015 |
| • Notice announcing release of draft regulatory framework and request for public comment | April 7, 2015 |
| • Notice announcing release of draft regulation for informal public comment | April 17, 2015 |
| • Emergency rulemaking formal notice | April 28, 2015 |
| • Board hearing and adoption | May 5 or 6, 2015 |

ITEM 5B

Content of Emergency Rulemaking Package

This rulemaking package will address the following provisions of the April 1, 2015 Executive Order:

- Ordering Provision 2: Mandatory 25% reduction in potable urban water use;
- Ordering Provision 5: Commercial, industrial and institutional potable water use reductions;
- Ordering Provision 6: Prohibition on using potable water for irrigation of ornamental turf in street medians; and
- Ordering Provision 7: Prohibition on using potable water for irrigation outside of new home construction without drip or micro-spray systems.

Rate structures and other pricing mechanisms, which are very important tools for reducing water use, will be taken up in the coming weeks as required by Ordering Provision 8.

How You Can Help

To meet a mid-May to June 1 timeline for implementation of the emergency regulation, interested persons and organizations will be requested to provide input within one week of a document's release. To assist the Board in most thoughtfully addressing this dire situation, please consider the following general questions as you prepare your comments:

1. Are there other approaches to achieve a 25% statewide reduction in potable urban water use that would also impose a greater responsibility on water suppliers with higher per capita water use than those that use less?
2. How should the regulation differentiate between tiers of high, medium and low per capita water users?
3. Should water suppliers disclose their list of actions to achieve the required water reductions?
4. Should these actions detail specific plans for potable water use reductions in the commercial, industrial, and institutional (CII) sectors?
5. Should additional information be required in the monthly conservation reports for urban water suppliers to demonstrate progress towards achieving the required water reductions?
6. How and when should compliance with the required water reductions be assessed?
7. What enforcement response should be considered if water suppliers fail to achieve their required water use reductions?

How to Provide Input

Information including discussion drafts, draft regulations and related materials will be available on the State Water Board's website at:

http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/emergency_mandatory_regulations.shtml . Clear and concise written comment and questions can be sent to Jessica Bean at jessica.bean@waterboards.ca.gov.

MANDATORY CONSERVATION PROPOSED REGULATORY FRAMEWORK

The Governor's [April 1, 2015 Executive Order](#) directs the State Water Board to impose restrictions to achieve an aggregate statewide 25% reduction in potable urban water use through February 2016. The Executive Order stipulates the 25% reduction in water use as compared to 2013, but proposes flexibility in how to achieve this reduction in recognition of the level of conservation already achieved by many communities around the State.

Input Requested: The State Water Board is interested in receiving feedback on these regulatory concepts as well as other ideas on how a 25% reduction could be structured. Please submit comments and ideas on the proposed framework by email to Jessica Bean at Jessica.Bean@waterboards.ca.gov by **April 13**, 2015.

Urban Water Suppliers

- I. Apportioning Water Supplier Reductions:** The Executive Order directs the State Water Board to consider the relative per capita water usage of each water suppliers' service area, and have those areas with high per capita use achieve proportionally greater reductions than those with low use. Reporting on residential per capita (R-GPCD) water use began in October 2014 for the September 2014 reporting period. Residential per capita water use is highest during the summer months when outdoor irrigation demand is high. Reported summertime water use is also generally more consistent because the weather varies less from year to year than during the winter. Accordingly, September 2014 R-GPCD serves as a reasonable basis for placement of the 411 urban water suppliers into four categories as follows:

R-GPCD Range (Sept 2014)	# of Suppliers within Range	Conservation Standard
Under 55	18	10%
55-110	126	20%
110-165	132	25%
Over 165	135	35%

The proposed breakdown of water suppliers into R-GPCD groupings with corresponding conservation standards is intended to equitably and effectively achieve a 25% aggregate statewide reduction in potable urban water use.

II. **New Reporting Requirements:** To assess compliance by commercial, industrial, and institutional (CII) sector customers and actions taken by urban water suppliers to reduce CII sector use, the following additional reporting requirements are proposed:

- Monthly commercial sector use;
- Monthly large landscape commercial customer use (e.g. golf courses, amusement parks);
- Monthly industrial sector use;
- Monthly institutional sector use; and
- Monthly large landscape institutional customer use (e.g. cemeteries, college campuses).

Reporting requirements under the [existing Emergency Regulation](#) that took effect March 27, 2015, will remain in effect.

III. **Compliance Assessment:** To determine if urban water suppliers are meeting required use reductions, water production data, as reported by each individual water supplier for the months of June 2015 through February 2016, will be compared to the same period(s) in 2013. Given the severity of the current drought, the State Water Board will assess suppliers' compliance for both monthly and cumulative water usage reductions.

IV. **Enforcement:**

The State Water Board has a variety of tools available to enforce its regulations:

- Informal enforcement, such as warning letters, can provide a clear reminder to water suppliers of the requirements and an alert that their conservation programs are not achieving the desired water savings. Warning letters would generally not be accompanied by monetary penalties
- Formal enforcement actions include Cease and Desist Orders (CDO) to stop non-compliant activity. These Orders generally contain a description of the specific actions, and a timeline for implementing them, required for the recipient to return to compliance. Non-compliance with a CDO during a drought emergency, such as the current one, can result in a complaint to assess Administrative Civil Liabilities of up to \$10,000 for each day of non-compliance.

In addition to these existing tools, other tools may be needed to ensure compliance for the short duration of the regulations. These tools would be developed through the emergency rulemaking and would remain in effect for its duration (270 days unless extended by the State Water Board). The tools include:

- Informational Orders that would enable the Board to require specific data and other facts on conservation practices if conservation targets are not being met.
- Conservation Orders that would go into effect immediately upon receipt, as opposed to CDOs that can only be issued and enforced after the State Water Board holds an evidentiary hearing, if one is requested. A conservation order would describe the specific actions required for the recipient to come into compliance with the requirements of the regulation. Issuance of a conservation order would be subject to reconsideration by the Board and violation of a conservation order would not be subject to the enhanced penalties associated with violation of a CDO during a drought emergency.

The tools will be used alone, or in combination, to address the following compliance problems:

- Failure of water suppliers to file reports as required by the regulation;
- Failure to implement prohibitions and restrictions as described in the Governor's Executive Orders and the emergency regulation; and
- Failure of water suppliers to meet the assigned water use reduction target.

Small Water Suppliers

There are over 2,600 small water suppliers (those with fewer than 3,000 service connections) that provide water to over 1.5 million Californians. Under the [existing Emergency Regulation](#) that took effect March 27, 2015, these suppliers are required to either limit outdoor irrigation to no more than two times per week or to institute measures that achieve a 20% reduction in use. Small suppliers are not required to report their water production to the Board, but are expected to have the data available on request. Small suppliers will need to contribute to achieving the statewide 25% potable urban water use reduction called for in the Executive Order.

- I. **Apportioning Water Supplier Reductions:** Up until the release of the April 1, 2015 Executive Order, all water suppliers were being asked to achieve a voluntary 20% reduction in water use. The existing emergency regulation assigns responsibilities to both larger urban water suppliers and small suppliers to restrict irrigation to achieve the 20% reduction target. Under this proposal, small water suppliers would be required to achieve a 25% water savings as compared to their 2013 water use under the new regulation.

- II. **Reporting Requirements:** To date, small water suppliers have not been required to report on their water use or conservation measures. Small suppliers would now be directed to provide a one-time report to the State Water Board, 180 days after the effective date of the new emergency regulation, addressing at a minimum:
- Potable water production from June-November 2013 and June-November 2015;
 - The number of days per week outdoor irrigation is allowed and other restrictions implemented to achieve a 25% water use reduction; and
 - Specific restrictions on CII sector use.
- III. **Compliance Assessment:** Compliance would be based upon whether small suppliers submitted the required data and met the 25% water use reduction requirement.
- IV. **Enforcement:** The State Water Board may use any of the tools discussed above, as appropriate.

Additional Prohibitions and End-User Requirements

The State Water Board's [existing emergency regulation](#) includes a number of water use prohibitions that apply to all Californians and end-user restrictions that apply to specific water users, such as restaurants and hotels. These existing restrictions will remain in effect, and consistent with the Executive Order, the following new prohibitions will be put in place:

- The use of potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems will be prohibited; and
- The use of potable water to irrigate ornamental turf on public street medians will be prohibited.

The State Water Board will also consider adding requirements for large landscape users (e.g. commercial, industrial, institutional) not served by either type of water supplier discussed above to achieve the 25% statewide reduction in potable urban water use.

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Cambria Community Services District	166,216,813	95,513,570	70,703,243	43%	1	10%	40.0
Vernon City of	1,907,061,769	1,788,380,162	118,681,607	6%	1	10%	43.7
Santa Cruz City of	2,527,700,000	1,933,400,000	594,300,000	24%	1	10%	44.9
Seal Beach City of	905,215,264	856,337,550	48,877,714	5%	1	10%	45.3
San Francisco Public Utilities Commission	20,365,410,000	18,717,900,000	1,647,510,000	8%	1	10%	45.7
California Water Service Company South San Francisco	2,075,673,590	1,907,534,254	168,139,336	8%	1	10%	46.1
California Water Service Company East Los Angeles	3,998,522,861	3,819,956,279	178,566,582	4%	1	10%	48.2
Coastside County Water District	565,550,000	524,430,000	41,120,000	7%	1	10%	48.2
California-American Water Company Monterey District	2,903,844,543	2,590,336,368	313,508,175	11%	1	10%	49.3
California-American Water Company San Diego District	2,795,094,888	2,578,195,144	216,899,744	8%	1	10%	49.4
East Palo Alto, City of	409,886,088	454,911,335	-45,025,247	-11%	1	10%	49.7
Golden State Water Company Bell-Bell Gardens	1,279,423,043	1,208,354,847	71,068,196	6%	1	10%	50.0
Arcata City of	499,104,000	495,047,000	4,057,000	1%	1	10%	50.2
North Coast County Water District	809,332,364	713,333,361	95,999,003	12%	1	10%	51.2
Hayward City of	4,474,967,937	3,957,222,483	517,745,455	12%	1	10%	52.2
Grover Beach City of	352,828,667	208,202,769	144,625,897	41%	1	10%	52.7
Westborough Water District	257,568,499	213,776,790	43,791,709	17%	1	10%	54.2
Daly City City of	1,888,066,301	1,622,632,784	265,433,517	14%	1	10%	55.6
Park Water Company	2,833,164,110	2,598,821,539	234,342,571	8%	2	20%	55.8
San Bruno City of	929,865,974	849,620,197	80,245,777	9%	2	20%	58.3
Port Hueneme City of	500,546,894	456,100,759	44,446,135	9%	2	20%	59.9
Soquel Creek Water District	1,046,626,000	826,889,000	219,737,000	21%	2	20%	60.3
Paramount City of	1,628,999,712	1,623,382,034	5,617,679	0%	2	20%	61.2
Golden State Water Company Bay Point	512,238,443	452,672,802	59,565,641	12%	2	20%	61.9
Amador Water Agency	899,761,000	773,623,400	126,137,600	14%	2	20%	61.9
Golden State Water Company Florence Graham	1,246,577,219	1,227,482,326	19,094,894	2%	2	20%	62.1
Compton City of	1,858,895,919	1,837,323,747	21,572,172	1%	2	20%	65.0
South Gate City of	2,066,696,383	2,017,629,675	49,066,708	2%	2	20%	66.5
Golden State Water Company Southwest	7,303,405,789	6,894,299,322	409,106,467	6%	2	20%	66.7
Estero Municipal Improvement District	1,137,677,797	1,077,438,670	60,239,127	5%	2	20%	67.2
California Water Service Company King City	428,820,478	403,729,918	25,090,560	6%	2	20%	67.2
Menlo Park City of	1,058,240,665	769,095,397	289,145,268	27%	2	20%	67.7
Huntington Park City of	1,171,761,731	1,128,423,492	43,338,240	4%	2	20%	67.8

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Golden State Water Company S San Gabriel	664,867,252	637,528,317	27,338,935	4%	2	20%	68.1
Oxnard City of	5,742,131,037	5,086,123,686	656,007,351	11%	2	20%	68.1
Redwood City City of	2,525,846,774	2,179,170,327	346,676,447	14%	2	20%	68.4
Morro Bay City of	316,836,255	281,236,756	35,599,499	11%	2	20%	69.5
Inglewood City of	2,457,964,645	2,284,776,001	173,188,643	7%	2	20%	70.0
Goleta Water District	3,523,431,480	3,053,227,871	470,203,609	13%	2	20%	70.0
Lompoc City of	1,253,200,000	1,106,800,000	146,400,000	12%	2	20%	70.5
City of Big Bear Lake, Dept of Water & Power	610,520,000	590,469,860	20,050,140	3%	2	20%	70.5
Sweetwater Springs Water District	208,544,913	177,491,272	31,053,641	15%	2	20%	71.4
Golden State Water Company Artesia	1,402,138,690	1,348,796,812	53,341,879	4%	2	20%	71.7
McKinleyville Community Service District	344,448,000	300,869,000	43,579,000	13%	2	20%	72.1
Golden State Water Company Norwalk	1,214,317,928	1,131,519,080	82,798,848	7%	2	20%	73.2
San Lorenzo Valley Water District	416,952,583	335,050,267	81,902,316	20%	2	20%	73.8
Mountain View City of	2,967,854,797	2,531,213,885	436,640,912	15%	2	20%	74.0
Sweetwater Authority	5,185,495,337	4,886,767,783	298,727,554	6%	2	20%	74.1
San Gabriel Valley Water Company	9,747,519,587	9,124,165,807	623,353,780	6%	2	20%	74.4
Marina Coast Water District	1,063,425,908	946,396,368	117,029,540	11%	2	20%	74.8
Santa Ana City of	9,729,076,397	9,323,684,636	405,391,760	4%	2	20%	77.1
Sunnyvale City of	4,612,426,949	3,920,970,221	691,456,728	15%	2	20%	77.3
Vallejo City of	4,410,308,000	4,020,375,000	389,933,000	9%	2	20%	77.5
Dublin San Ramon Services District	2,779,417,000	1,959,505,000	819,912,000	29%	2	20%	77.5
California Water Service Company Dominguez	8,444,765,582	8,077,205,172	367,560,410	4%	2	20%	78.3
Montebello Land and Water Company	859,407,071	791,398,619	68,008,451	8%	2	20%	78.5
Valley County Water District	2,033,127,821	1,853,913,772	179,214,049	9%	2	20%	78.8
Santa Barbara City of	3,348,530,727	2,632,951,217	715,579,509	21%	2	20%	78.9
American Canyon, City of	915,968,361	777,155,653	138,812,708	15%	2	20%	79.1
Santa Clara City of	5,338,900,000	4,749,500,000	589,400,000	11%	2	20%	79.4
Alameda County Water District	10,539,100,000	8,458,900,000	2,080,200,000	20%	2	20%	80.2
Crestline Village Water District	185,010,871	167,499,027	17,511,844	9%	2	20%	80.3
Monterey Park City of	649,960,000	594,880,000	55,080,000	8%	2	20%	80.4
California Water Service Company Redwood Valley	108,182,674	82,440,411	25,742,263	24%	2	20%	80.6
Scotts Valley Water District	311,979,632	253,857,835	58,121,797	19%	2	20%	81.0
Greenfield City of	573,049,890	501,684,126	71,365,764	12%	2	20%	81.2

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
California Water Service Company Mid Peninsula	3,986,792,209	3,551,780,554	435,011,655	11%	2	20%	81.5
San Diego City of	47,355,303,598	46,452,597,390	902,706,208	2%	2	20%	81.8
Long Beach City of	14,658,100,592	13,842,168,619	815,931,973	6%	2	20%	82.4
California Water Service Company Salinas District	4,612,101,098	4,065,974,106	546,126,992	12%	2	20%	82.9
Pomona City of	5,817,361,333	5,468,536,077	348,825,256	6%	2	20%	83.5
Rohnert Park City of	1,267,000,000	1,124,000,000	143,000,000	11%	2	20%	83.6
East Bay Municipal Utilities District	52,390,500,000	46,127,500,000	6,263,000,000	12%	2	20%	83.8
Lynwood City of	1,264,349,156	1,237,371,916	26,977,240	2%	2	20%	84.4
Hi-Desert Water District	744,117,577	733,074,472	11,043,105	1%	2	20%	85.2
Golden State Water Company Culver City	1,415,824,450	1,344,756,254	71,068,196	5%	2	20%	85.2
Hawthorne City of	1,070,747,789	1,135,592,223	-64,844,434	-6%	2	20%	85.6
Santa Rosa City of	5,454,466,874	4,447,473,373	1,006,993,501	18%	2	20%	86.5
Windsor, Town of	963,136,985	817,896,531	145,240,453	15%	2	20%	86.8
Millbrae City of	668,885,610	603,267,242	65,618,369	10%	2	20%	87.6
Burlingame City of	1,288,363,748	1,075,113,151	213,250,598	17%	2	20%	87.8
Great Oaks Water Company Incorporated	2,641,791,567	2,210,783,322	431,008,244	16%	2	20%	88.0
California Water Service Company Oroville	830,595,287	682,007,037	148,588,251	18%	2	20%	88.1
Westminster City of	3,064,371,990	2,956,971,359	107,400,630	4%	2	20%	88.2
San Buenaventura City of	4,446,346,994	3,813,888,925	632,458,069	14%	2	20%	88.9
Otay Water District	8,209,272,756	7,888,634,952	320,637,804	4%	2	20%	89.9
Fountain Valley City of	2,438,968,604	2,305,516,153	133,452,452	5%	2	20%	90.6
Santa Fe Springs City of	1,526,056,730	1,408,567,739	117,488,991	8%	2	20%	90.7
California Water Service Company Stockton	6,808,665,567	6,318,910,872	489,754,695	7%	2	20%	91.3
Golden State Water Company West Orange	4,000,477,969	3,830,090,258	170,387,711	4%	2	20%	91.9
Irvine Ranch Water District	15,406,744,246	15,015,266,341	391,477,904	3%	2	20%	92.3
Adelanto city of	1,091,834,544	993,603,394	98,231,150	9%	2	20%	92.4
Los Angeles Department of Water and Power	139,452,680,105	130,343,503,463	9,109,176,642	7%	2	20%	92.8
Crescent City City of	583,110,000	710,650,000	-127,540,000	-22%	2	20%	92.8
Hollister City of	832,612,930	742,476,980	90,135,950	11%	2	20%	92.9
Mesa Water District	4,434,609,825	4,283,056,327	151,553,499	3%	2	20%	92.9
California Water Service Company Hermosa/Redondo	2,984,799,071	2,983,495,666	1,303,406	0%	2	20%	93.4
Bellflower-Somerset Mutual Water Company	1,350,031,789	1,268,477,694	81,554,095	6%	2	20%	94.3
Rowland Water District	2,857,000,142	2,756,214,295	100,785,846	4%	2	20%	94.5

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Crescenta Valley Water District	1,200,433,997	1,043,760,838	156,673,159	13%	2	20%	94.5
San Jose Water Company	36,046,000,000	31,608,300,000	4,437,700,000	12%	2	20%	94.6
Azusa City of	5,165,530,597	4,670,763,054	494,767,543	10%	2	20%	95.0
El Segundo City of	1,692,179,532	1,788,496,457	-96,316,925	-6%	2	20%	95.4
Mid-Peninsula Water District	823,925,361	712,822,442	111,102,919	13%	2	20%	96.3
Calexico City of	1,524,360,000	1,440,570,000	83,790,000	5%	2	20%	96.8
Watsonville City of	2,045,660,752	1,803,744,576	241,916,176	12%	2	20%	96.9
Torrance City of	3,906,665,343	3,703,464,394	203,200,950	5%	2	20%	97.3
Lomita City of	591,013,026	547,632,425	43,380,600	7%	2	20%	97.4
Golden State Water Company Barstow	1,595,531,512	1,445,509,515	150,021,997	9%	2	20%	98.3
Escondido City of	4,625,134,351	4,059,907,513	565,226,838	12%	2	20%	98.8
Marin Municipal Water District	7,006,662,670	5,966,662,221	1,040,000,448	15%	2	20%	99.8
San Gabriel County Water District	1,612,133,643	1,485,957,453	126,176,190	8%	2	20%	100.5
Pittsburg City of	2,481,549,000	2,226,323,000	255,226,000	10%	2	20%	100.7
Huntington Beach City of	7,506,541,568	7,116,888,432	389,653,136	5%	2	20%	100.9
Oceanside City of	6,988,111,948	6,765,555,423	222,556,525	3%	2	20%	100.9
Santa Monica City of	3,462,200,000	3,321,100,000	141,100,000	4%	2	20%	101.0
Norwalk City of	559,456,000	511,830,000	47,626,000	9%	2	20%	101.0
Ukiah City of	678,601,000	551,722,000	126,879,000	19%	2	20%	101.0
Fairfield City of	5,435,000,000	4,853,000,000	582,000,000	11%	2	20%	101.1
Helix Water District	8,454,736,636	8,067,103,778	387,632,858	5%	2	20%	101.1
Camarillo City of	2,747,943,839	2,399,416,293	348,527,546	13%	2	20%	101.1
San Jose City of	5,294,000,000	4,707,000,000	587,000,000	11%	2	20%	101.1
Soledad, City of	581,571,300	531,785,500	49,785,800	9%	2	20%	101.2
Golden State Water Company S Arcadia	908,701,874	851,189,098	57,512,777	6%	2	20%	101.4
California-American Water Company Sacramento District	8,801,191,649	7,285,565,423	1,515,626,225	17%	2	20%	101.4
Carpinteria Valley Water District	1,160,826,158	1,028,941,051	131,885,107	11%	2	20%	101.8
El Monte City of	328,279,000	312,936,000	15,343,000	5%	2	20%	101.9
Groveland Community Services District	127,297,632	96,625,396	30,672,236	24%	2	20%	102.0
Whittier City of	2,041,957,743	2,084,064,264	-42,106,521	-2%	2	20%	102.3
Fortuna City of	303,008,000	276,986,000	26,022,000	9%	2	20%	102.6
Glendale City of	6,839,188,070	6,346,086,881	493,101,189	7%	2	20%	103.2
Alhambra City of	2,575,148,433	2,329,573,763	245,574,669	10%	2	20%	103.3

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Lathrop, City of	1,149,290,000	990,960,000	158,330,000	14%	2	20%	104.9
Anaheim City of	16,337,538,847	15,992,788,037	344,750,810	2%	2	20%	105.1
Vista Irrigation District	4,896,569,394	4,632,303,886	264,265,507	5%	2	20%	105.3
Gilroy City of	2,328,666,000	1,995,678,000	332,988,000	14%	2	20%	105.8
California Water Service Company Kern River Valley	222,882,376	201,376,182	21,506,194	10%	2	20%	105.9
Humboldt Community Service District	610,120,000	573,669,000	36,451,000	6%	2	20%	106.6
Coachella City of	1,395,900,000	1,294,010,000	101,890,000	7%	2	20%	106.9
Palo Alto City of	3,180,440,852	2,685,999,460	494,441,392	16%	2	20%	107.3
Napa City of	3,605,871,891	3,247,435,321	358,436,570	10%	2	20%	107.6
Orchard Dale Water District	589,289,272	550,757,340	38,531,931	7%	2	20%	107.8
Perris, City of	437,809,090	430,597,020	7,212,070	2%	2	20%	108.9
Downey City of	4,090,256,554	3,834,059,128	256,197,426	6%	2	20%	109.3
Lakewood City of	2,086,631,973	1,856,580,866	230,051,107	11%	3	25%	110.8
City of Newman Water Department	559,946,000	448,854,000	111,092,000	20%	3	25%	110.8
Milpitas City of	2,719,687,979	2,424,775,231	294,912,748	11%	3	25%	111.0
Golden State Water Company Placentia	1,868,334,327	1,778,757,770	89,576,557	5%	3	25%	112.5
Vallejos Water District	4,390,033,350	4,037,168,840	352,864,510	8%	3	25%	112.9
Buena Park City of	3,777,921,445	3,441,805,698	336,115,747	9%	3	25%	113.1
Del Oro Water Company	369,631,917	306,051,990	63,579,927	17%	3	25%	113.2
Manhattan Beach City of	1,219,661,891	1,153,188,200	66,473,691	5%	3	25%	113.3
Pico Rivera City of	1,267,056,981	1,099,162,034	167,894,948	13%	3	25%	113.3
Livermore City of Division of Water Resources	1,642,615,000	1,199,514,000	443,101,000	27%	3	25%	113.4
Beaumont-Cherry Valley Water District	3,172,199,486	3,139,252,648	32,946,838	1%	3	25%	113.6
Pleasanton City of	4,439,552,000	3,099,891,000	1,339,661,000	30%	3	25%	113.7
Suburban Water Systems San Jose Hills	7,160,122,399	6,833,016,444	327,105,955	5%	3	25%	113.8
California Water Service Company Livermore	2,781,467,781	1,909,163,511	872,304,270	31%	3	25%	114.6
San Luis Obispo City of	1,387,716,506	1,278,706,170	109,010,336	8%	3	25%	114.7
Lakeside Water District	1,064,566,388	977,942,044	86,624,343	8%	3	25%	114.9
El Toro Water District	2,331,141,109	2,239,576,858	91,564,251	4%	3	25%	115.3
San Clemente City of	2,270,663,084	2,331,434,375	-60,771,291	-3%	3	25%	116.6
California Water Service Company Marysville	575,127,769	496,597,575	78,530,194	14%	3	25%	117.1
Sunny Slope Water Company	1,052,785,122	950,022,234	102,762,888	10%	3	25%	117.4
Healdsburg City of	540,150,000	446,810,000	93,340,000	17%	3	25%	118.2

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Valencia Water Company	7,817,224,611	6,780,899,767	1,036,324,844	13%	3	25%	118.4
San Fernando City of	839,719,127	786,931,196	52,787,931	6%	3	25%	118.4
Eureka City of	860,874,000	799,778,000	61,096,000	7%	3	25%	118.6
Alco Water Service	1,156,954,000	1,028,617,000	128,337,000	11%	3	25%	120.7
Moulton Niguel Water District	7,135,207,799	6,864,125,480	271,082,319	4%	3	25%	121.4
Riverside City of	17,427,511,870	15,956,944,380	1,470,567,490	8%	3	25%	122.5
Twentynine Palms Water District	666,765,336	641,552,256	25,213,080	4%	3	25%	123.0
North Marin Water District	2,457,000,000	1,986,810,000	470,190,000	19%	3	25%	123.0
Brea City of	2,826,761,129	2,727,376,444	99,384,685	4%	3	25%	123.7
Delano City of	2,386,120,000	2,229,650,000	156,470,000	7%	3	25%	124.0
El Centro City of	1,978,323,000	1,910,544,000	67,779,000	3%	3	25%	124.5
Brawley City of	1,842,390,000	1,088,690,000	753,700,000	41%	3	25%	125.0
Petaluma City of	2,407,770,000	2,071,485,000	336,285,000	14%	3	25%	125.1
South Coast Water District	1,639,847,306	1,549,814,557	90,032,749	5%	3	25%	125.7
Arroyo Grande City of	776,210,684	654,635,517	121,575,167	16%	3	25%	125.7
Eastern Municipal Water District	22,059,815,756	21,154,600,492	905,215,264	4%	3	25%	125.7
Tuolumne Utilities District	1,441,240,862	992,152,425	449,088,437	31%	3	25%	126.2
La Palma City of	545,401,972	497,342,471	48,059,501	9%	3	25%	127.3
California Water Service Company Dixon, City of	382,549,575	346,705,918	35,843,657	9%	3	25%	127.4
Tracy City of	4,529,625,694	3,497,663,768	1,031,961,925	23%	3	25%	127.5
Lake Arrowhead Community Services District	440,648,885	386,238,213	54,410,671	12%	3	25%	127.7
Martinez City of	1,027,679,751	871,695,210	155,984,540	15%	3	25%	128.1
Reedley City of	1,302,000,000	1,109,000,000	193,000,000	15%	3	25%	128.8
Davis City of	3,023,400,000	2,527,400,000	496,000,000	16%	3	25%	129.0
California Water Service Company Willows	364,301,895	318,682,696	45,619,200	13%	3	25%	129.0
Sacramento City of	28,979,000,000	23,440,000,000	5,539,000,000	19%	3	25%	129.3
Burbank City of	4,712,137,486	4,362,205,638	349,931,847	7%	3	25%	130.1
Ventura County Waterworks District No. 8	5,424,122,854	4,896,895,245	527,227,609	10%	3	25%	130.2
Padre Dam Municipal Water District	2,952,148,758	2,752,858,026	199,290,733	7%	3	25%	130.6
Ontario City of	8,782,999,363	8,499,508,622	283,490,741	3%	3	25%	131.3
Pico Water District	1,029,001,320	960,057,631	68,943,690	7%	3	25%	131.5
Santa Maria City of	3,370,607,161	3,257,210,864	113,396,297	3%	3	25%	131.5
Valley of the Moon Water District	800,300,880	646,691,259	153,609,621	19%	3	25%	131.5

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
San Juan Capistrano City of	2,040,416,466	1,962,283,810	78,132,655	4%	3	25%	131.8
Laguna Beach County Water District	872,082,691	867,064,579	5,018,112	1%	3	25%	132.0
Santa Margarita Water District	7,105,190,366	6,932,489,109	172,701,256	2%	3	25%	132.3
Monte Vista Water District	2,603,464,922	2,359,464,115	244,000,807	9%	3	25%	133.3
Lincoln Avenue Water Company	613,030,807	557,668,649	55,362,157	9%	3	25%	133.8
San Gabriel Valley Fontana Water Company	10,907,224,816	10,188,722,419	718,502,397	7%	3	25%	134.3
Tehachapi, City of	582,624,632	536,291,818	46,332,814	8%	3	25%	134.6
North Tahoe Public Utility District	350,120,000	332,141,000	17,979,000	5%	3	25%	134.7
Fresno City of	36,603,191,424	30,513,707,650	6,089,483,774	17%	3	25%	134.9
Golden State Water Company Simi Valley	1,830,698,487	1,657,215,187	173,483,300	9%	3	25%	134.9
Fullerton City of	7,215,373,767	6,969,105,034	246,268,733	3%	3	25%	135.0
Pasadena City of	8,349,297,631	7,614,975,148	734,322,483	9%	3	25%	136.0
Suburban Water Systems Whittier/La Mirada	5,584,910,982	5,234,793,399	350,117,583	6%	3	25%	136.2
Big Bear City Community Services District	266,135,894	256,898,007	9,237,888	3%	3	25%	136.3
Lake Hemet Municipal Water District	2,880,852,466	2,579,961,258	300,891,208	10%	3	25%	136.4
Suisun-Solano Water Authority	1,038,300,000	918,300,000	120,000,000	12%	3	25%	136.5
Diablo Water District	1,487,225,000	1,338,770,000	148,455,000	10%	3	25%	137.8
Garden Grove City of	6,584,316,860	6,185,605,054	398,711,806	6%	3	25%	138.3
Woodland City of	2,938,159,020	2,454,292,204	483,866,816	16%	3	25%	139.0
Antioch City of	4,642,068,000	4,042,923,000	599,145,000	13%	3	25%	139.0
Contra Costa Water District	8,855,338,380	7,547,370,752	1,307,967,628	15%	3	25%	139.9
Rialto City of	2,544,482,555	2,596,683,954	-52,201,399	-2%	3	25%	140.8
Sunnyslope County Water District	694,319,032	596,249,460	98,069,572	14%	3	25%	141.5
San Bernardino City of	11,535,034,614	10,722,937,586	812,097,028	7%	3	25%	143.6
Cerritos City of	2,219,233,953	1,991,297,621	227,936,332	10%	3	25%	143.7
San Jacinto City of	756,372,530	651,046,816	105,325,714	14%	3	25%	144.1
Tulare, City of	4,805,328,900	4,324,313,800	481,015,100	10%	3	25%	144.7
Sacramento County Water Agency	9,991,675,171	8,451,666,395	1,540,008,776	15%	3	25%	145.3
Benicia City of	1,543,102,018	1,217,315,761	325,786,257	21%	3	25%	146.1
Orange City of	7,732,617,288	7,437,395,896	295,221,393	4%	3	25%	146.3
Stockton City of	8,304,530,000	7,263,300,000	1,041,230,000	13%	3	25%	146.3
Ceres City of	1,985,969,000	1,848,968,000	137,001,000	7%	3	25%	147.3
Monrovia City of	1,885,000,000	1,673,000,000	212,000,000	11%	3	25%	147.5

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Chino City of	3,332,449,959	3,123,999,542	208,450,416	6%	3	25%	147.6
Apple Valley Ranchos Water Company	4,101,713,205	3,942,264,436	159,448,769	4%	3	25%	147.7
Sonoma City of	583,798,675	494,362,234	89,436,441	15%	3	25%	147.8
Humboldt Bay Municipal Water District	146,056,000	148,820,000	-2,764,000	-2%	3	25%	148.1
Victorville Water District	4,985,852,685	4,486,322,447	499,530,238	10%	3	25%	149.1
Paso Robles City of	1,705,474,000	1,511,094,000	194,380,000	11%	3	25%	149.5
Sanger City of	1,552,776,000	1,422,246,000	130,530,000	8%	3	25%	149.6
Rubidoux Community Service District	1,400,190,000	1,335,510,000	64,680,000	5%	3	25%	149.8
Phelan Pinon Hills Community Services District	635,139,826	675,206,517	-40,066,691	-6%	3	25%	150.3
Covina City of	1,500,350,310	1,393,914,200	106,436,110	7%	3	25%	150.4
California-American Water Company Los Angeles District	5,579,752,754	5,179,473,602	400,279,151	7%	3	25%	151.4
Golden State Water Company San Dimas	3,063,589,946	2,950,649,842	112,940,105	4%	3	25%	151.4
Patterson City of	1,040,156,104	948,595,320	91,560,784	9%	3	25%	151.9
Yreka, City of	593,290,000	519,800,000	73,490,000	12%	3	25%	151.9
Trabuco Canyon Water District	764,121,596	767,705,962	-3,584,366	0%	3	25%	152.4
Arvin Community Services District	740,072,884	667,768,501	72,304,383	10%	3	25%	153.6
San Diego Water District	1,583,703,106	1,621,176,020	-37,472,914	-2%	3	25%	154.0
Atascadero Mutual Water Company	1,291,000,000	1,056,900,000	234,100,000	18%	3	25%	154.6
Santa Paula City of	1,218,270,506	1,081,725,724	136,544,782	11%	3	25%	154.7
Manteca City of	3,844,580,000	3,212,645,000	631,935,000	16%	3	25%	154.9
Castaic Lake Water Agency Santa Clarita Water Division	7,358,051,073	6,493,567,237	864,483,836	12%	3	25%	154.9
Roseville City of	8,448,024,096	6,930,859,852	1,517,164,244	18%	3	25%	155.0
La Verne City of	2,094,159,141	1,955,656,970	138,502,171	7%	3	25%	155.2
Nipomo Community Services District	665,258,273	527,032,098	138,226,175	21%	3	25%	156.0
Imperial, City of	687,420,000	671,127,000	16,293,000	2%	3	25%	156.1
Lamont Public Utility District	993,121,000	914,688,000	78,433,000	8%	3	25%	156.4
Walnut Valley Water District	5,119,451,770	4,877,344,159	242,107,610	5%	3	25%	158.4
Chino Hills City of	3,952,965,804	3,587,674,904	365,290,900	9%	3	25%	159.1
Thousand Oaks City of	3,106,634,920	2,792,709,655	313,925,265	10%	3	25%	159.3
Rosamond Community Service District	719,200,000	712,000,000	7,200,000	1%	3	25%	160.0
Corona City of	8,699,410,000	8,297,070,000	402,340,000	5%	3	25%	160.4
Hesperia Water District City of	3,676,581,651	3,538,094,794	138,486,856	4%	3	25%	160.5
Fillmore City of	482,079,202	446,216,000	35,863,202	7%	3	25%	160.6

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Joshua Basin Water District	409,078,118	382,604,644	26,473,473	6%	3	25%	161.3
Calaveras County Water District	1,468,843,000	1,200,100,000	268,743,000	18%	3	25%	161.5
East Valley Water District	5,405,695,956	4,782,879,831	622,816,125	12%	3	25%	161.7
Tustin City of	2,984,049,613	2,895,189,929	88,859,684	3%	3	25%	162.0
Brentwood City of	3,038,220,000	2,663,210,000	375,010,000	12%	3	25%	162.4
California Water Service Company Los Altos/Suburban	3,714,706,268	3,136,645,836	578,060,431	16%	3	25%	162.5
Mission Springs Water District	2,072,832,166	1,979,439,888	93,392,277	5%	3	25%	162.7
Yuba City City of	4,215,490,000	3,629,080,000	586,410,000	14%	3	25%	162.7
Palmdale Water District	5,291,175,472	5,010,063,446	281,112,026	5%	3	25%	163.2
California-American Water-Ventura District	4,397,006,571	3,988,454,052	408,552,519	9%	3	25%	163.6
Porterville City of	3,123,277,400	2,849,237,200	274,040,200	9%	3	25%	164.0
Madera City of	2,268,235,000	2,115,715,000	152,520,000	7%	3	25%	164.8
Golden State Water Company Ojai	564,830,864	487,636,661	77,194,203	14%	4	35%	165.5
Blythe City of	806,370,000	811,680,000	-5,310,000	-1%	4	35%	165.5
South Pasadena City of	1,045,005,526	935,193,595	109,811,931	11%	4	35%	166.1
Ramona Municipal Water District	1,087,105,531	1,049,746,665	37,358,866	3%	4	35%	166.8
La Habra City of Public Works	2,397,728,848	2,535,032,864	-137,304,016	-6%	4	35%	167.3
Banning City of	2,219,758,574	2,058,002,667	161,755,907	7%	4	35%	167.7
Livingston City of	1,870,481,000	1,810,513,000	59,968,000	3%	4	35%	167.9
Dinuba City of	1,126,830,000	977,550,000	149,280,000	13%	4	35%	169.8
Folsom City of	5,476,678,514	4,592,545,306	884,133,208	16%	4	35%	170.7
Loma Linda City of *	1,379,990,569	1,323,839,525	56,151,044	4%	4	35%	172.4
Hanford City of	3,229,776,700	2,793,029,816	436,746,884	14%	4	35%	173.6
Lemoore City of	1,967,044,000	1,783,354,000	183,690,000	9%	4	35%	173.7
Jurupa Community Service District	6,546,170,411	6,107,698,865	438,471,545	7%	4	35%	174.0
Turlock City of	5,571,505,100	4,909,059,441	662,445,659	12%	4	35%	174.1
Pismo Beach City of	434,216,578	359,495,587	74,720,991	17%	4	35%	175.1
Indio City of	5,340,000,000	5,006,100,000	333,900,000	6%	4	35%	175.2
Mammoth Community Water District	499,483,000	447,407,000	52,076,000	10%	4	35%	175.6
California Water Service Company Selma	1,492,399,536	1,239,212,977	253,186,559	17%	4	35%	175.8
California Water Service Company Visalia	8,033,215,230	7,144,292,537	888,922,693	11%	4	35%	176.6
Hemet City of	1,116,063,947	1,045,970,047	70,093,900	6%	4	35%	176.7
Western Municipal Water District of Riverside	5,887,379,311	5,683,989,367	203,389,944	3%	4	35%	176.9

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

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	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Newhall County Water District	2,611,216,927	2,326,139,289	285,077,638	11%	4	35%	178.5
West Kern Water District	4,045,106,581	3,679,048,346	366,058,235	9%	4	35%	180.2
Rincon Del Diablo Municipal Water District	1,766,766,437	1,514,883,284	251,883,153	14%	4	35%	182.2
Shafter City of	1,350,000,000	1,154,000,000	196,000,000	15%	4	35%	182.9
Triunfo Sanitation District / Oak Park Water Service	687,285,830	597,937,369	89,348,461	13%	4	35%	184.0
Vacaville City of	4,536,829,418	3,868,833,993	667,995,425	15%	4	35%	185.5
Los Angeles County Public Works Waterworks District 40	12,870,711,018	11,980,791,220	889,919,798	7%	4	35%	185.6
California Water Service Company Bakersfield	18,863,864,960	16,841,305,153	2,022,559,807	11%	4	35%	186.2
Galt City of	1,302,667,000	1,052,546,000	250,121,000	19%	4	35%	186.4
Cucamonga Valley Water District	12,916,078,335	12,778,430,872	137,647,463	1%	4	35%	187.6
Wasco City of	1,096,680,000	952,170,000	144,510,000	13%	4	35%	187.6
California Water Service Company Chico District	6,759,462,002	5,680,893,778	1,078,568,223	16%	4	35%	188.1
South Tahoe Public Utilities District	1,641,227,000	1,550,474,000	90,753,000	6%	4	35%	189.3
Winton Water & Sanitary District	432,243,000	400,904,000	31,339,000	7%	4	35%	189.3
Carlsbad Municipal Water District	4,342,002,850	4,259,269,173	82,733,677	2%	4	35%	189.3
Riverbank City of	860,786,846	737,503,990	123,282,856	14%	4	35%	191.6
Modesto, City of	15,589,770,183	13,698,086,925	1,891,683,258	12%	4	35%	192.7
El Dorado Irrigation District	10,044,044,386	7,600,810,386	2,443,234,000	24%	4	35%	193.1
Morgan Hill City of	2,262,311,000	1,786,089,000	476,222,000	21%	4	35%	193.4
Exeter City of	600,332,681	535,287,408	65,045,273	11%	4	35%	194.4
Kerman, City of	880,465,000	769,624,000	110,841,000	13%	4	35%	194.7
Citrus Heights Water District	3,723,178,405	3,023,575,391	699,603,014	19%	4	35%	195.4
San Bernardino County Service Area 70	457,322,702	431,251,330	26,071,373	6%	4	35%	196.0
Colton, City of	2,519,711,330	2,487,549,794	32,161,536	1%	4	35%	196.0
Georgetown Divide Public Utilities District	512,901,000	410,416,000	102,485,000	20%	4	35%	196.4
Oakdale City of	1,417,000,000	1,139,000,000	278,000,000	20%	4	35%	197.6
Elsinore Valley Municipal Water District	6,567,437,756	6,285,445,931	281,991,825	4%	4	35%	199.6
Fallbrook Public Utility District	3,340,661,415	3,012,268,347	328,393,068	10%	4	35%	200.0
Sierra Madre City of	616,142,059	546,575,118	69,566,941	11%	4	35%	203.6
Atwater City of	2,358,960,000	1,821,770,000	537,190,000	23%	4	35%	203.7
Lee Lake Water District	760,491,304	738,717,756	21,773,548	3%	4	35%	204.4
Poway City of	2,984,245,124	2,893,299,991	90,945,133	3%	4	35%	204.8
Shasta Lake City of	309,004,338	258,461,000	50,543,338	16%	4	35%	205.5

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction

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	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Newport Beach City of	4,220,349,478	3,924,557,845	295,791,633	7%	4	35%	206.6
Redding City of	7,109,010,000	5,934,100,000	1,174,910,000	17%	4	35%	208.2
Lodi City of Public Works Department	3,904,230,000	3,932,720,000	-28,490,000	-1%	4	35%	209.1
Elk Grove Water Service	1,982,552,982	1,615,618,816	366,934,166	19%	4	35%	209.7
Ventura County Waterworks District No 1	2,688,665,294	2,241,890,403	446,774,892	17%	4	35%	210.1
Golden State Water Company Orcutt	1,941,781,239	1,705,636,709	236,144,529	12%	4	35%	210.1
Lincoln City of	2,592,190,000	2,158,050,000	434,140,000	17%	4	35%	211.1
West Valley Water District	5,029,549,361	4,747,557,536	281,991,825	6%	4	35%	212.6
Sacramento Suburban Water District	9,630,759,000	8,318,514,000	1,312,245,000	14%	4	35%	212.9
Nevada Irrigation District	2,750,729,000	2,339,997,000	410,732,000	15%	4	35%	215.7
Rubio Canyon Land and Water Association	561,116,157	508,002,375	53,113,783	9%	4	35%	215.9
Norco City of	2,009,949,357	1,856,691,656	153,257,702	8%	4	35%	216.1
Beverly Hills City of	2,984,049,613	2,900,957,499	83,092,114	3%	4	35%	216.6
Carmichael Water District	2,598,570,000	2,107,250,000	491,320,000	19%	4	35%	220.2
Riverside Highland Water Company	971,591,200	889,248,544	82,342,656	8%	4	35%	220.9
Yorba Linda Water District	5,380,523,933	5,128,021,662	252,502,271	5%	4	35%	221.3
Olivenhain Municipal Water District	5,326,497,766	5,149,755,952	176,741,814	3%	4	35%	222.0
Olivehurst Public Utility District	1,161,641,529	959,245,393	202,396,137	17%	4	35%	222.4
Rio Linda - Elverta Community Water District	770,017,391	629,595,315	140,422,076	18%	4	35%	225.0
Upland City of	5,523,683,657	5,024,215,355	499,468,301	9%	4	35%	226.2
Discovery Bay Community Services District	986,000,000	808,000,000	178,000,000	18%	4	35%	226.5
California Water Service Company Bear Gulch	3,623,142,017	3,228,861,790	394,280,227	11%	4	35%	227.7
Corcoran City of	1,162,447,000	950,206,000	212,241,000	18%	4	35%	228.4
Glendora City of	3,108,798,089	3,089,127,284	19,670,805	1%	4	35%	228.9
Los Banos, City of	2,053,870,000	1,905,101,000	148,769,000	7%	4	35%	229.2
Clovis City of	6,737,008,000	6,080,852,000	656,156,000	10%	4	35%	229.8
Camrosa Water District	2,469,015,365	2,141,221,863	327,793,502	13%	4	35%	231.4
East Niles Community Service District	2,504,168,216	2,213,508,744	290,659,473	12%	4	35%	231.4
Rio Vista, city of	641,312,000	606,333,000	34,979,000	5%	4	35%	235.0
Placer County Water Agency	7,686,123,771	6,395,079,193	1,291,044,578	17%	4	35%	235.1
West Sacramento City of	3,567,747,274	2,941,460,832	626,286,443	18%	4	35%	238.5
Montecito Water District	1,577,349,003	836,688,709	740,660,294	47%	4	35%	240.5
Paradise Irrigation District	1,721,400,000	1,355,900,000	365,500,000	21%	4	35%	241.1

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Fruitridge Vista Water Company	1,000,084,300	823,053,400	177,030,900	18%	4	35%	242.3
Los Angeles County Public Works Waterworks District 29	2,383,427,229	2,356,081,777	27,345,452	1%	4	35%	242.8
Fair Oaks Water District	3,068,959,978	2,450,034,519	618,925,459	20%	4	35%	243.3
Indian Wells Valley Water District	1,861,884,000	1,789,365,000	72,519,000	4%	4	35%	244.1
San Bernardino County Service Area 64	758,722,238	679,807,540	78,914,699	10%	4	35%	246.3
Pinedale County Water District	267,792,348	224,289,932	43,502,416	16%	4	35%	247.0
Truckee-Donner Public Utilities District	1,264,764,466	1,144,274,188	120,490,278	10%	4	35%	247.8
Anderson, City of	572,342,000	498,676,000	73,666,000	13%	4	35%	248.6
Golden State Water Company Claremont	2,873,781,490	2,604,204,605	269,576,886	9%	4	35%	249.9
California Water Service Company Palos Verdes	5,184,622,055	4,979,661,507	204,960,548	4%	4	35%	250.9
California City City of	1,192,746,563	1,264,824,899	-72,078,336	-6%	4	35%	251.3
Casitas Municipal Water District	777,155,653	678,096,820	99,058,834	13%	4	35%	253.2
Yucaipa Valley Water District	2,981,840,000	2,837,629,000	144,211,000	5%	4	35%	253.4
Golden State Water Company Cordova	4,051,962,495	3,483,514,680	568,447,814	14%	4	35%	265.5
Red Bluff City of	904,393,249	764,891,212	139,502,037	15%	4	35%	270.9
East Orange County Water District	247,060,552	225,554,358	21,506,194	9%	4	35%	271.6
Bakman Water Company	1,032,655,497	893,235,946	139,419,551	14%	4	35%	277.3
Bakersfield City of	11,705,594,680	10,744,390,565	961,204,114	8%	4	35%	277.5
Merced City of	6,872,130,000	6,271,910,000	600,220,000	9%	4	35%	279.6
Hillsborough Town of	877,331,034	658,647,771	218,683,262	25%	4	35%	281.2
Ripon City of	1,431,002,833	1,223,409,134	207,593,699	15%	4	35%	282.0
Susanville City of	560,250,000	602,070,000	-41,820,000	-7%	4	35%	287.6
Valley Center Municipal Water District	6,829,813,325	6,798,466,417	31,346,907	0%	4	35%	288.4
Bella Vista Water District	3,596,422,200	1,864,847,717	1,731,574,483	48%	4	35%	288.7
California Water Service Company Antelope Valley	186,061,165	216,691,199	-30,630,034	-16%	4	35%	291.4
Arcadia City of	4,352,404,027	4,033,916,843	318,487,185	7%	4	35%	291.5
Madera County	891,468,716	660,496,910	230,971,806	26%	4	35%	298.4
Olddale Mutual Water Company	2,485,920,537	2,317,129,497	168,791,039	7%	4	35%	303.5
Tahoe City Public Utilities District	372,523,331	326,265,848	46,257,483	12%	4	35%	307.8
Kingsburg City of	1,009,319,000	825,793,000	183,526,000	18%	4	35%	308.0
Quartz Hill Water District	1,430,054,382	1,276,190,597	153,863,785	11%	4	35%	308.1
Linda County Water District	971,706,000	880,037,000	91,669,000	9%	4	35%	312.3
Las Virgenes Municipal Water District	5,714,163,209	5,470,784,778	243,378,431	4%	4	35%	323.0

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Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Tier	Conservation Standard	Sep-2014 R-GPCD
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
California Water Service Company Westlake	2,085,449,133	1,928,388,745	157,060,388	8%	4	35%	326.5
Orange Vale Water Company	1,274,470,101	1,008,190,832	266,279,269	21%	4	35%	336.2
Redlands City of	7,033,861,488	6,969,114,810	64,746,679	1%	4	35%	341.5
Rancho California Water District	16,377,618,572	16,074,902,597	302,715,976	2%	4	35%	366.9
Coachella Valley Water District	28,323,853,249	27,188,261,025	1,135,592,223	4%	4	35%	368.7
Desert Water Agency	8,823,730,792	8,310,188,943	513,541,849	6%	4	35%	378.5
San Juan Water District	3,594,268,324	2,773,624,539	820,643,785	23%	4	35%	383.7
South Feather Water and Power Agency	1,435,400,000	1,292,100,000	143,300,000	10%	4	35%	391.5
Valley Water Company	999,093,060	898,861,161	100,231,899	10%	4	35%	396.6
Rainbow Municipal Water District	3,976,593,060	3,760,749,074	215,843,985	5%	4	35%	428.5
Vaughn Water Company	3,206,837,858	2,989,389,519	217,448,339	7%	4	35%	464.6
Serrano Water District	829,682,903	749,230,186	80,452,717	10%	4	35%	520.1
Golden State Water Company Cowan Heights	703,676,157	691,163,462	12,512,695	2%	4	35%	556.5
Myoma Dunes Mutual Water Company	757,700,108	707,153,944	50,546,164	7%	4	35%	562.7
Santa Fe Irrigation District	2,820,156,121	2,869,480,251	-49,324,131	-2%	4	35%	584.3
Statewide	1,626,751,431,372	1,478,173,631,488	148,577,799,883	9%			



- Board of Directors
Water Planning and Stewardship

4/14/2015 Board Meeting

8-3

Subject

Express support for Governor's Executive Order B-29-15; declare Water Supply Condition for 2015; approve implementation of Water Supply Allocation Plan; adopt supporting resolution; and conduct public hearing

Executive Summary

Based on the continuing drought conditions in California, Governor Brown's Executive Order calling for 25 percent reductions in water use, and a poor outlook for the final State Water Project Table A allocation, staff recommends the following actions:

1. Express support for the Governor's call for a 25 percent reduction in consumer water use and Executive Order B-29-15.
2. Declare a Condition 3 – Water Supply Allocation.
3. Implement Metropolitan's Water Supply Allocation Plan (WSAP) at a Level 3 Regional Shortage Level, effective July 1, 2015 through June 30, 2016.
4. Adopt the WSAP Level 3 allocation as a water conservation program pursuant to Water Code Section 375 et seq.
5. Adopt a resolution implementing the actions listed above.

Details

Background

On April 1, 2015, Governor Brown issued an Executive Order (Order) calling for a 25 percent reduction in consumer water use in response to the historically dry conditions throughout the state of California ([Attachment 1](#)). The Governor's Order also includes mandatory actions aimed at reducing water demands, with a particular focus on outdoor water use. In addition to the broad call for mandatory use reductions, the Order announces initiatives to:

- Remove and replace turf with drought tolerant landscape options
- Support rebate programs for water efficient devices
- Restrict water use on commercial, industrial, and institutional properties in order to achieve 25 percent reductions in potable water use
- Prohibit irrigation of ornamental turf on street medians with potable water supplies
- Prohibit irrigation of new construction with potable water unless drip or microspray systems are used
- Direct water suppliers to develop rate structures and pricing mechanisms to maximize water conservation consistent with statewide water restrictions

Metropolitan supports these efforts to respond to the historic drought conditions while taking actions that can have lasting benefits for the State of California in future years. Southern California has a proven track-record of aggressively implementing water conservation. Potable per capita water use in the region has declined by about 24 percent since 1990. These water use reductions have allowed the region to add an additional 5 million people while actually reducing reliance on imported supplies. Over the last 25 years, Metropolitan has invested more than \$750 million in water use efficiency matched by significant local and consumer funding. The Governor's Executive Order recognizes the significant effort made by certain regions and directs the State Water Resources Control Board (SWRCB) to take that into account in setting specific reduction goals. Clearly Southern California's actions merit consideration by the SWRCB and staff will work with the SWRCB to ensure final actions are appropriate.

Hydrologic Conditions

2014 was an historically dry year in the State of California. According to the U.S. Drought Monitor, an estimated 58 percent of California was in "Exceptional Drought Conditions," the worst category possible, with over 80 percent of California in "Extreme Drought Conditions."

Immediately following the Governor's Emergency Drought Declaration in January 2014, Metropolitan took a series of actions to address drought conditions. In February 2014, Metropolitan declared a "Condition 2 – Water Supply Alert" to provide public messaging and to urge local water agencies within the Metropolitan service area to adopt and enact water saving ordinances. Metropolitan followed with the creation of the Water Management Fund (Fund) which set aside \$232 million for financing drought-related projects and actions. Recognizing the importance of indoor and outdoor conservation in managing the ongoing drought and in establishing water efficiency for a sustainable future, the Board approved the addition of \$40 million from the Water Management Fund to the conservation budget, increasing Metropolitan's total conservation budget to \$100 million. Metropolitan also authorized additional expenditures from the Fund to improve storage withdrawal capabilities and acquire additional dry-year supplies through transfers and exchanges. In addition, Metropolitan conducted an enhanced public outreach program including an extensive radio and television advertising campaign that has greatly increased the public awareness of the water supply situation and has encouraged significant conservation savings.

The record dry and hot conditions of 2014 significantly impacted the water resources of both the State of California and Metropolitan. The California Department of Water Resources (DWR) limited supplies from the State Water Project (SWP) to only 5 percent of the contractors' SWP Table A amounts in 2014. This allocation was the lowest ever in the history of the SWP. Metropolitan was able to meet demands in 2014 by relying heavily on storage reserves to make up for the historically low allocation on the SWP. Metropolitan's dry-year storage reserves ended 2014 at approximately 1.2 million acre-feet (MAF).

Hydrologic conditions in 2015 have continued this severe dry trend. 2015 is the fourth consecutive drought year and the seventh dry year out of the last eight in California. The water year started with improved conditions, but the latter half of the winter has produced little additional snowpack. In fact, for the year to date, statewide snowpack is currently at its lowest level in recorded history. DWR announced an initial 2015 SWP allocation of 10 percent in December. Since then, the 2015 SWP allocation has only increased to 20 percent. DWR's recent SWP analysis indicates that an additional increase in the 2015 SWP allocation is possible, but the final allocation is unlikely to be more than 25 percent. Additionally, any increase in the 2015 SWP allocation is likely to occur later in the year, after DWR is able to assess the results of spring and summer SWP operations. Under these conditions, further withdrawals from Metropolitan's dry-year storage reserves will be necessary in order to meet demands. Although water demands in Southern California have reduced somewhat through ongoing conservation efforts and outreach, implementation of the WSAP to support the Governor's call for additional demand reductions and reduce withdrawals from Metropolitan's dry-year storage reserves is now necessary.

Potential Shortage Allocation Scenarios

By implementing the WSAP, Metropolitan places limits on the amount of water member agencies can purchase without facing a surcharge. Surcharges are from \$1,480 per acre-foot up to \$2,960 per acre-foot for water use in excess of a given member agency’s allocation limit. Any revenues collected from these surcharges would be used to fund the implementation of Metropolitan’s turf removal program or other similar programs designed to conserve water and reduce future demands. Once implemented, the WSAP would be in place from July 1, 2015 through June 30, 2016. Metropolitan estimates that the baseline deliveries plus losses under the WSAP would be approximately 2.2 MAF. However, current deliveries in Metropolitan’s system are trending to be 2.1 MAF with losses. These lower deliveries reflect the positive response consumers have already shown to help manage with the drought conditions. Deliveries are expected to drop approximately 100 thousand acre-feet (TAF) with each level of allocation that is declared, unless member agencies exceed their allocations. While the numbers will vary among agencies based on their local supply conditions, each level of allocation is roughly a 5 percent reduction in wholesale water use on a regional level.

Staff considered the following objectives in developing the recommendation to implement the WSAP:

Set WSAP Level in 2015/16 while:

- a. Supporting the Governor’s April 1, 2015 Executive Order
- b. Avoiding use of Emergency storage
- c. Managing storage for the following years
- d. Allowing for supply uncertainties
- e. Avoiding steep increases in WSAP levels in future years, if dry conditions persist

The following table shows the balances of water supply and demand and the estimated impacts on regional storage through June 30, 2016, under two possible scenarios. A more detailed description of the supplies available to Metropolitan in calendar year 2015 is available in the April 2015 Water Surplus and Drought Management Report. Staff projects that approximately 128 TAF will be withdrawn from dry-year storage reserves in the first six months of 2015, leaving 1.057 MAF in dry-year storage reserves as of July 1. In Scenario A, a SWP Table A allocation of 25 percent is assumed. In Scenario B, a SWP Table A allocation of 20 percent is assumed. Both scenarios assume approximately 165 TAF of transfer/exchange supplies. Under Scenario A, staff estimates that a maximum of 459 TAF of dry-year storage could be withdrawn during the allocation period given projected capacity constraints. Under Scenario B, approximately 442 TAF of dry-year storage can be accessed due to the lower SWP allocation, which reduces the amount of storage that can be accessed via exchange.

SUPPLY DEMAND BALANCE	SCENARIO A (25% SWP Allocation)	SCENARIO B (20% SWP Allocation)
SWP Supply	478,000	382,000
CRA Supply	925,000	925,000
Transfers/Exchanges	165,000	165,000
Total Supply	1,568,000	1,472,000

WSAP Level 2 Option:

Deliveries* (July 1, 2015 – June 30, 2016)	1,900,000	1,900,000
Dry-Year Storage (Take)	(332,000)	(428,000)
Dry-Year Storage Remaining For 2016/17	725,000	629,000

WSAP level 3 Option:

Deliveries* (July 1, 2015 – June 30, 2016)	1,800,000	1,800,000
Dry-Year Storage (Take)	(232,000)	(328,000)
Dry-Year Storage Remaining for 2016/17	825,000	729,000

WSAP level 4 Option:

Deliveries* (July 1, 2015 – June 30, 2016)	1,700,000	1,700,000
Dry-Year Storage (Take)	(132,000)	(228,000)
Dry-Year Storage Remaining for 2016/17	925,000	829,000

*Includes aggregate deliveries to member agencies available without an Allocation Surcharge, including losses.

Assuming a WSAP Level 2 is implemented with supplies shown in Scenarios A or B above, it is possible that a sizable amount of Metropolitan's dry-year storage reserves could be required to meet demands; however, no use of emergency storage would be required. Staff also analyzed the potential WSAP levels that might be necessary to avoid any draws on emergency storage in 2016/17 should Scenario A or Scenario B be repeated. Under these conditions, if a WSAP Level 2 is implemented in 2015/16, then a Level 2 might be necessary in 2016/17 under Scenario A and an allocation as deep as a Level 5 might be necessary under Scenario B.

Assuming a WSAP Level 3 is implemented with supplies shown in Scenarios A or B above, a lesser amount of Metropolitan's dry-year storage reserves would be required to meet demands. Should Scenario A occur again in 2016/17, then a WSAP Level 3 could be implemented again without any draw on emergency storage. Under a repeat of Scenario B, the WSAP Level would need to drop from Level 3 in 2015/16 to Level 4 in 2016/17 in order to eliminate any draw on emergency storage.

Implementing a WSAP Level 4 under the same scenarios would reduce the need for withdrawals from storage and allow Metropolitan to maintain or even reduce the allocation level in the subsequent year, should the same conditions repeat. Of the three options, WSAP Level 4 is the most protective of regional storage.

Supply Uncertainties

Scenario A and B both make assumptions about the supplies that will be available to Metropolitan. If dry conditions persist, some risks to these assumptions are possible. Base supplies available to Metropolitan on the Colorado River Aqueduct could be reduced if higher priority users have high Colorado River water use this year. It is also possible that the Lower Basin of the Colorado River could be in shortage conditions as early as 2016, which could limit Metropolitan's ability to access Intentionally Created Surplus reserves currently stored in Lake Mead. Under certain conditions, the 2015 SWP allocation may not increase from 20 to 25 percent. It is also possible that some member agencies would actually exceed their allocation limits, which would result in higher deliveries than shown in Scenario A and B. On the other hand, consumer reductions could exceed the requirements of the allocation resulting in lesser draws from dry-year storage. Both scenarios assume the benefits of transfers and exchanges. While it is likely that some transfer supplies may be affected by curtailments to water districts in Northern California, staff is pursuing transfer supplies on both the SWP and Colorado River to achieve approximately 165 TAF in total supplies across both systems. Actual supply availability may end up being higher or lower than this assumption.

In general, a deeper WSAP Level provides more protection against supply risks as compared to a lower WSAP Level.

Recommendation on WSAP Implementation

Staff recommends that the Board express support for the Governor's call for a 25 percent reduction in consumer water use and declare a water supply "Condition 3 – Water Supply Allocation". Metropolitan would implement surcharges on agencies should their deliveries exceed limits at a WSAP Level 3 Regional Shortage Level. A WSAP Level 3 will implement surcharges on member agencies that don't reduce their deliveries in order to

achieve a roughly 15 percent reduction in regional deliveries. In addition to this action, Metropolitan staff will bring to the Board additional tools that can be used to help retail agencies reduce water use further, in support of the Governor's call for greater reductions. These tools will include:

- A focused expanded outreach and media strategy geared at achieving greater consumer awareness and knowledge on how to reduce water use
- Additional budget approval to continue regional conservation incentives through FY 2015/16
- Partnering with the State on funding of rebate and outreach programs
- Modifications to the turf removal program to maintain and encourage broad participation while focusing on a long-term transition toward drought tolerant landscapes
- Monthly tracking and reporting of member agency water use and enforcement actions to achieve greater reductions in consumer water use
- Working with the State on accelerating funding from Proposition 1 for local projects
- Recommendations on key elements of local water use landscape ordinances, and tiered rate structures that can help achieve long-term changes in water use throughout the region

Based on the analysis provided in the previous section, a WSAP Level 3 meets the objectives outlined in this letter. Staff believes that implementing a WSAP Level 3 along with the additional actions listed above will help Southern California meet the Governor's outlined goals. However, a WSAP Level 4 is certainly more protective of regional water storage levels. While a WSAP Level 2 could be adequate to meet regional demands in combination with draws from storage, it is less supportive of the Governor's call for broad water use reductions.

Staff recommends a WSAP Level 3 based on current supply conditions, the recent DWR assessment of SWP allocations for 2015, and the Governor's Executive Order. Given the unprecedented drought occurring statewide, it is recognized that local and regional supply conditions still remain dynamic over the next several months. As a result, these conditions and response to the WSAP will be closely monitored and reported to the Board. If any significant changes in supply and demand conditions occur, staff will provide options on water use efficiencies and supply management for board consideration, if necessary.

Staff also recommends the Board adopt the WSAP allocation as a water conservation program pursuant to Water Code section 375 *et seq.* ([Attachment 2](#)). In addition to the general authorities provided under the MWD Act, Water Code section 375 specifically authorizes public agencies to adopt and enforce programs and rate structures aimed at encouraging water conservation. Adopting the WSAP allocation as a water conservation program is consistent with actions taken by our member agencies and retail agencies and will assist in public outreach efforts to communicate the severity of the current drought and the need for conservation in managing through the drought.

A resolution ([Attachment 3](#)) describing the water supply conditions in California and Metropolitan's service area and implementing the actions recommended above is attached.

Key Implementation Items and Timelines

Staff has been coordinating directly with member agencies to reconcile local supply and consumptive use estimates. Initial Member Agency WSAP allocations of supply will be provided to the member agencies for their use in implementing their local actions. Final member agency allocation limits are dependent on certified local supply production during the Allocation Year. There are several key implementation items to note following the Board's action to implement the WSAP.

- WSAP Effective Date – July 1, 2015, through June 30, 2016
- Member Agency Initial Allocations – May 15, 2015
- Water Use Tracking and reporting – May 2015 through June 2016

- Local Supply Certification – July 2016
- Allocation Surcharge assessment and billing – August 2016 through September 2016
- Member Agency Appeals – Process available throughout Allocation Year

Staff will report on a monthly basis the tracking of member agency deliveries during the allocation period and key updates to member agency data that affect the allocation limits.

Policy

By Minute Item 47393, dated February 12, 2008, the Board adopted the Water Supply Allocation Plan

By Minute Item 48376, dated August 17, 2010, the Board approved adjustments to the Water Supply Allocation Plan

By Minute Item 48803, dated September 12, 2011, the Board approved adjustments to the Water Supply Allocation Plan

By Minute Item 74526, dated February 11, 2014, the Board adopted the Water Supply Alert Resolution

By Minute Item 49979, dated December 9, 2014, the Board approved adjustments to the Water Supply Allocation Plan

California Environmental Quality Act (CEQA)

CEQA determination for Options #1 and #2:

Adoption of the WSAP previously was determined to be categorically and statutorily exempt under the provisions of CEQA and State CEQA Guidelines. Specifically, the WSAP was found to be exempt under Sections 15301 (Class 1), 15307 (Class 7), 15308 (Class 8) and 15378(b)(4) of the State CEQA Guidelines. In addition, the WSAP was found to be exempt pursuant to Water Code Section 10652, to the extent this plan serves as the basis for the urban water shortage contingency analysis required under Water Code Section 10632 and is incorporated into Metropolitan's RUWMP.

Similarly, the proposed actions are exempt from or otherwise not covered by CEQA. Specifically, implementation of the WSAP is statutorily exempt from CEQA under Water Code section 10652, which expressly exempts actions listed in and taken pursuant to a RUWMP's urban water shortage contingency analysis. Likewise, implementation of a WSAP allocation and its adoption as a water conservation program under Water Code section 375 are intended to promote conservation of scarce water supplies during a period of extreme drought. As such, these actions are categorically exempt from CEQA under Sections 15307 (Class 7) and 15308 (Class 8) of the State CEQA Guidelines. In addition, implementation of a WSAP allocation merely involves the potential application of a surcharge to those member agencies whose deliveries of water from Metropolitan exceed their allocations, but it does not otherwise prohibit or restrict such deliveries. As such, the proposed action is not defined as project under Section 15378(b)(4) of the State CEQA Guidelines, because it involves government fiscal activities that do not involve a commitment to any specific project that may result in a potentially significant impact. Finally, where it can be seen with certainty that there is no possibility that the proposed actions may have a significant impact on the environment, those actions are not subject to CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

The CEQA determination is: Determine that the proposed actions are statutorily and categorically exempt, are not defined as a project and are not subject to CEQA, pursuant to Water Code section 10652 and Sections 15307, 15308, 15378(b)(4) and 15061(b)(3) of the State CEQA Guidelines.

CEQA determination for Option #3:

None required

Board Options

Option #1

Adopt the CEQA determination that the proposed actions are statutorily and categorically exempt, are not defined as a project, and are not subject to CEQA, and

- a. Express support for the Governor's call for a 25 percent reduction in consumer water use and Executive Order B-29-15;
- b. Declare a "Water Supply Condition 3 – Water Supply Allocation";
- c. Implement the Water Supply Allocation Plan at a Level 3 Regional Shortage Level, effective July 1, 2015, through June 30, 2016;
- d. Adopt the WSAP Level 3 allocation as a water conservation program pursuant to Water Code Section 375 et seq.; and
- e. Adopt the resolution shown in [Attachment 3](#) implementing the actions listed above.

Fiscal Impact: None directly related to the declaration of a water supply condition or to the implementation of the WSAP. Future water sales may be impacted due to any regional reductions in water use as a result of the implementation of the WSAP.

Business Analysis: Implementing a WSAP Level 3 would result in the delivery of supplies at a level that likely avoids the use of emergency storage, allows for some supply uncertainties during the allocation year, and helps avoid steep increases in the WSAP Level in future years, should dry conditions persist.

Option #2

Adopt the CEQA determination that the proposed actions are statutorily and categorically exempt, are not defined as a project, and are not subject to CEQA, and

- a. Express support for the Governor's call for a 25 percent reduction in consumer water use and Executive Order B-29-15;
- b. Declare a "Water supply Condition 3 – Water Supply Allocation";
- c. Implement the Water Supply Allocation Plan at a Regional Shortage Level to be determined by the Board, effective July 1, 2015 through June 30, 2016;
- d. Adopt the WSAP Level as a water conservation program pursuant to Water Code Section 375 et seq.; and
- e. Adopt the resolution shown in [Attachment 3](#), revised to implement the actions listed above.

Fiscal Impact: None directly related to the declaration of a water supply condition or to the implementation of the WSAP. Future water sales may be impacted due to any regional reductions in water use as a result of the implementation of the WSAP.

Business Analysis: Implementing a WSAP Level will help Metropolitan manage regional storage levels given current drought conditions. It may be more difficult for member and local water agencies to reduce water use in order to avoid surcharges under deeper WSAP Levels. However, a deeper WSAP Level in 2015/16 could be more protective of regional storage levels and could reduce the need for potential deeper allocations in a future year, if drought conditions persist. A lower WSAP level could be less supportive of the Governor's call for broad water use reductions.

Option #3

Direct staff to return to the Board at a later date to revisit WSAP implementation.

Fiscal Impact: None

Business Analysis: Delaying the decision to implement the WSAP would allow for more certain information on water supply conditions to be entered into the decision on the appropriate level for the WSAP. However, a later decision date would also delay communication and coordination needed to make an implementation of the WSAP effective region-wide and potentially impact storage resources.

Staff Recommendation

Option #1



Deven N. Upadhyay
Manager, Water Resources Management

4/7/2015
Date



Jeffrey Knightlinger
General Manager

4/7/2015
Date

Attachment 1 – Governor Brown’s Executive Order B-29-15

Attachment 2 – California Water Code Section 375

Attachment 3 – Resolution of the Board of Directors of the Metropolitan Water District of Southern California supporting the Governor’s Executive Order B-29-15, implementing its Water Supply Allocation Plan for 2015, establishing the Regional Shortage Level, and implementing a water conservation plan pursuant to California Water Code Section 375

Ref# wrm12636036

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.



IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.



8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.



13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.



20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.



26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.



31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



WATER CONSERVATION PROGRAMS WATER CODE SECTIONS 375-378

Section 375

(a) Notwithstanding any other provision of the law, any public entity which supplies water at retail or wholesale for the benefit of persons within the service area or area of jurisdiction of the public entity may, by ordinance or resolution adopted by a majority of the members of the governing body after holding a public hearing upon notice and making appropriate findings of necessity for the adoption of a water conservation program, adopt and enforce a water conservation program to reduce the quantity of water used by those persons for the purpose of conserving the water supplies of the public entity.

(b) With regard to water delivered for other than agricultural uses, the ordinance or resolution may specifically require the installation of water-saving devices which are designed to reduce water consumption. The ordinance or resolution may also encourage water conservation through rate structure design.

(c) For the purposes of this section, "public entity" means a city, whether general law or chartered, county, city and county, special district, agency, authority, any other municipal public corporation or district, or any other political subdivision of the state.

Section 375.5

a) A public entity, as defined by Section 375, may undertake water conservation and public education programs in conjunction with school districts, public libraries, or any other public entity.

(b) (1) A public entity may undertake water conservation and public education programs using an information booklet or materials for use in connection with the use or transfer of real estate containing up to four residential units. For the purposes of this subdivision, the public entity may use water conservation materials prepared by the department.

(2) It is the intent of the Legislature that on or before December 31, 2007, a review of the program be conducted to obtain information on both of the following matters:

(A) The extent to which public entities have undertaken water conservation and public education programs referred to in paragraph (1).

(B) The extent to which water conservation may be attributable to the implementation of water conservation and public education programs referred to in paragraph (1).

(c) A public entity may take into account any programs undertaken pursuant to this section in a rate structure design implemented pursuant to Section 375.

(d) The Legislature finds and declares that a program undertaken pursuant to this section is in the public interest, serves a public purpose, and will promote the health, welfare, and safety of the people of the state.

Section 376

(a) Any ordinance or resolution adopted pursuant to Section 375 is effective upon adoption. Within 10 days after its adoption, the ordinance or resolution shall be published pursuant to Section 6061 of the Government Code in full in a newspaper of general circulation that is printed, published, and circulated

ITEM 5B

in the public entity. If there is no such newspaper, the ordinance or resolution shall be posted within 10 days after its adoption in three public places within the public entity.

(b) The publication of ordinances or resolutions, as required by subdivision (a), may be satisfied by either of the following actions:

(1) The public entity may publish a summary of a proposed ordinance, resolution, or proposed amendment to an existing ordinance or resolution. The summary shall be prepared by an official designated by the governing body. A summary shall be published and a certified copy of the full text of the proposed ordinance, resolution, or amendment shall be posted in the office of the governing body at least five days prior to the governing body's meeting at which the proposed ordinance, resolution, or amendment is to be adopted. Within 15 days after adoption of the ordinance, resolution, or amendment, the governing body shall publish a summary of the ordinance, resolution, or amendment with the names of those members voting for and against the ordinance, resolution, or amendment and the official shall post in the office of the governing body a certified copy of the full text of the adopted ordinance, resolution, or amendment along with the names of those members voting for and against the ordinance, resolution, or amendment.

(2) If the official designated by the governing body determines that it is not feasible to prepare a fair and adequate summary of the proposed or adopted ordinance, resolution, or amendment, and if the governing body so orders, a display advertisement of at least one-quarter of a page in a newspaper of general circulation in the county shall be published at least five days prior to the governing body meeting at which the proposed ordinance, resolution, or amendment is to be adopted. Within 15 days after adoption of the ordinance, resolution, or amendment, a display advertisement of at least one-quarter of a page shall be published. The advertisement shall indicate the general nature of, and provide information about, the proposed or adopted ordinance, resolution, or amendment, including information sufficient to enable the public to obtain copies of the complete text of the ordinance, resolution, or amendment, and the names of those members voting for and against the ordinance, resolution, or amendment.

Section 377

From and after the publication or posting of any ordinance or resolution pursuant to Section 376, violation of a requirement of a water conservation program adopted pursuant to Section 376 is a misdemeanor. Upon conviction thereof such person shall be punished by imprisonment in the county jail for not more than 30 days, or by fine not exceeding one thousand dollars (\$1,000), or by both.

Section 378

A public entity may enter into agreements with other public entities, businesses, community associations, or private entities to provide water conservation services and measures and materials for implementing water conservation programs adopted pursuant to this chapter.

RESOLUTION _____

RESOLUTION OF THE BOARD OF DIRECTORS

OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA SUPPORTING THE GOVERNOR’S CALL FOR A 25 PERCENT REDUCTION IN CONSUMER WATER USE AND EXECUTIVE ORDER B-29-15,

IMPLEMENTING ITS WATER SUPPLY ALLOCATION

PLAN, ESTABLISHING THE

REGIONAL SHORTAGE LEVEL, AND IMPLEMENTING AN ALLOCATION SURCHARGE

PURSUANT TO CALIFORNIA WATER CODE SECTION 375

WHEREAS, on January 17, 2014, the Governor proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions ; and

WHEREAS, on April 25, 2014, the Governor issued a second proclamation declaring a continuing State of Emergency and noting that drought conditions had persisted for the last three years; and

WHEREAS, Governor Brown issued Executive Order B-29-15 on April 1, 2015 instituting emergency actions and mandatory water use reductions for the State of California; and

WHEREAS, State snowpack levels, as indicated by manual surveys and automatic gauge measurements throughout the Sierra Nevada, have been below normal for four consecutive years; and

WHEREAS, the official projections for the State of California show well below normal runoff for the fourth consecutive year, with the runoff from the Sierra snowpack being below the amounts needed to fill California’s storage reservoir system or support delivery of supplies requested by Metropolitan and other export contractors; and

WHEREAS, State runoff that replenishes the state’s reservoir system, as indicated by the Department of Water Resources, have been below normal levels eight of the last nine years; and

WHEREAS, rainfall levels locally, as indicated by the measurement at the Los Angeles Civic Center, have been below normal for three consecutive years; and

WHEREAS, the dry year storage available to Metropolitan has been reduced by approximately 55 percent since January 2012; and

WHEREAS, storage in the state’s reservoir system is well below normal levels, with Lake Oroville at 50 percent of capacity; and

WHEREAS, runoff in the Colorado River system, as indicated by the Bureau of Reclamation, have been below normal levels 13 of the last 16 years; and

WHEREAS, storage in the Colorado River system is well below normal levels, with Lake Mead at 40 percent of capacity; and

WHEREAS, Biological Opinions issued to protect Delta smelt, Central Valley salmon, longfin smelt and other species have continued to contribute to reduced water supplies available for delivery from the State Water Project; and

ITEM 4B

WHEREAS, the Department of Water Resources' current allocation of State Water Project water available to Metropolitan and the other state water contractors is only 20 percent of contracted supply as of the date of this resolution; and

WHEREAS, in February 2008, Metropolitan's Board of Directors adopted its Water Supply Allocation Plan under which the Board may determine that a regional shortage exists, establish a regional shortage level and implement an Allocation Surcharge for water use in excess of a member agency's annual allocation under the Water Supply Allocation Plan; and

WHEREAS, the Water Supply Allocation Plan is intended to be implemented during periods of regional water shortages in order to promote conservation of scarce water supplies; and

WHEREAS, pursuant to the Water Supply Allocation Plan, the Board may establish a regional shortage level and assess an allocation surcharge on water use in excess of a member agency's annual allocation under the plan; and

WHEREAS, in light of the extreme drought and poor water supply conditions noted above, the Board believes it is necessary and in the best interests of Metropolitan and its member agencies to implement the Water Supply Allocation Plan at a Level 3 Regional Shortage Level and to assess an allocation surcharge on any member agency whose use exceeds its Level 3 allocations; and

WHEREAS, California Water Code section 375 authorizes public agencies to adopt programs and rate structures aimed at encouraging water conservation after holding a public hearing and making appropriate findings of necessity; and

WHEREAS, adopting the Water Supply Allocation Plan Level 3 allocations and surcharges as a water conservation program is consistent with actions taken by our member agencies and other retail agencies and will assist Metropolitan and its member agencies in public outreach efforts to communicate the severity of the current drought and the need for conservation; and

WHEREAS, on April 13, 2015 Metropolitan conducted a public hearing and made appropriate findings of necessity for the adoption of the Water Supply Allocation Plan Level 3 allocations and surcharges as a water conservation program.

NOW, THEREFORE, the Board of Directors of Metropolitan does hereby resolve, determine and order as follows:

Section 1. Metropolitan's Board of Directors declare Metropolitan's support for the Governor's Executive Order B-29-15.

Section 2. Metropolitan's Board of Directors declare that the regional water shortage in Metropolitan's service area continues and declare a Water Supply Condition 3 – Water Supply Allocation.

Section 3. The Water Supply Allocation Plan shall be implemented, effective July 1, 2015 through June 30, 2016.

Section 4. The Water Supply Allocation Plan shall be set at Regional Shortage Level 3.

Section 5. The Allocation Surcharge, as part of the Water Supply Allocation Plan, shall be the means enabled by Section 375 of the California Water Code to encourage the regional conservation of water supplies.

Section 6. The General Manager is hereby authorized and directed to take all necessary action to implement the Water Supply Allocation Plan, consistent with its terms.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California, at its meeting held on April 14, 2015.

Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California



April 14, 2015 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Independent Audit Services: Contract Renewal (Pg.)

SUMMARY:

On June 24, 2014, the Board, following a recommendation from its Audit Committee, approved a one-year contract with four, one-year renewal options with Pun & McGeady, LLP, to provide independent audit services. Pun & McGeady completed the District's Fiscal Year 2013-14 audit and presented the results to the Board on December 9, 2014. At the meeting, Board Members provided positive feedback on the services of Pun & McGeady, recognizing the thoroughness of their work. As a result, staff recommends authorizing the General Manager to exercise the first one-year renewal option with Pun & McGeady to allow continuation of the services.

RECOMMENDATION(S):

Authorize the General Manager to exercise the first one-year renewal option with Pun & McGeady, LLP, to continue providing independent audit services to the District.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

Sufficient funds are available in the adopted Fiscal Year 2014-15 Budget for these services. The cost of the work for the District is \$27,810.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared By: Joseph Lillio, Finance Manager



April 14, 2015 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Water Main Break near Agoura Road and Park Terrace Drive: Emergency Declaration and Ratification of Purchase Order (Pg.)

SUMMARY:

On February 25, 2015, a shut-off valve on the potable water main serving Westlake Village City Hall failed near the intersection of Agoura Road and Park Terrace Drive. A large leak developed from the broken valve, lifting the pavement and requiring closure of Park Terrace Drive. Field crews quickly repaired the leak, but the paving work required the assistance of an emergency contractor.

Staff recommends that the Board declare the water main break an emergency requiring immediate action without delay and ratify the General Manager's approval of a purchase order to complete the pavement restoration work.

RECOMMENDATION(S):

Declare the water main break near Agoura Road and Park Terrace Drive an emergency requiring immediate action without delay and ratify the General Manager's approval of a purchase order to Toro General Engineering Contractors, in the amount of \$28,838.45, for the pavement restoration work.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

Sufficient funds are available in the adopted Fiscal Year 2014-15 Budget for this work.

DISCUSSION:

A shut-off valve on the potable water main serving Westlake Village City Hall failed near the intersection of Agoura Road and Park Terrace Drive on February 25, 2015. Staff determined the valve bonnet had failed due to severely corroded bolts, resulting in a fairly large leak. Paving near the intersection lifted because the area had previously been backfilled with two-sack slurry, which contributed to a "hydraulic uplift" effect.

Although the leak was quickly repaired with the installation of stainless steel bolts on the valve bonnet, Park Terrace Drive had to be closed due to the condition of the paving. Staff contacted Toro General Engineering Contractors to perform the pavement repair work, including restoring the intersection's traffic loops and re-striping the roadway, on an emergency basis. The cost of the work was \$28,838.45.

Attached are photographs of the lifted pavement and repaired valve.

ITEM 8A

GOALS:

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared By: Larry J. Miller, Water Systems and Facilities Manger

ATTACHMENTS:

[Photographs of Lifted Pavement and Repaired Valve](#)

Water Main Break near Agoura Road and Park Terrace Drive





April 14, 2015 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject: Bioassessment Monitoring Report: Approval of Purchase Order (Pg.)

Las Virgenes-Triunfo Joint Powers Authority (JPA) approved funding for this matter in the JPA Budget. This recommendation is before the LVMWD Board for action, as Administering Agent, as authorized under the JPA Agreement.

SUMMARY:

Since 2006, the JPA has been required to submit an annual bioassessment monitoring report in April for compliance with Tapia's NPDES permit. The report is intended to assess the "eco-health of the stream" by measuring the physical condition of the receiving waters and their biological communities. The work involves sampling and characterizing the habitat potential of the creek channel, as well as quantifying and identifying the species of benthic macroinvertebrates.

In 2010, new requirements were established for the JPA to conduct sampling and taxonomic identification of algal biomass taken from the substrate at eight receiving water stations. This task is labor intensive and requires the use of specialized consultants and laboratories. As a result, the overall cost of the bioassessment monitoring work has increased significantly. For the 2014 report, the cost is \$41,668.

RECOMMENDATION(S):

Authorize the General Manager to approve a purchase order to Aquatic Bioassay Consulting Laboratories, in the amount of \$41,668, for completion of the 2014 bioassessment monitoring report.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

Sufficient funds are available for this work in the adopted Fiscal Year 2014-15 JPA Budget.

DISCUSSION:

Bioassessment monitoring for Malibu Creek sampling sites is required by Tapia's NPDES permit. The monitoring consists of creek site sampling and observations, laboratory analysis and data analysis for each site under protocols established by the Surface Water Ambient Monitoring Program (SWAMP) and the U.S. EPA estuarine sampling guidance documents for R-11 (Malibu Lagoon).

Site observations include stream flow measurements and a physical habitat assessment, which evaluates stream bank conditions, potential sediment impairment and canopy cover. It was noted that the stream flows were below average due to persistent drought conditions but physical habitat assessments were good for all the sites.

ITEM 8B

The laboratory analyses of the site samples identified 7,825 benthic macroinvertebrates from 42 different taxa. The majority of the samples were seed shrimp from the Malibu Lagoon. The upstream sample sites included pollution tolerant species, including midges, mayflies, amphipods, segmented worms and seed shrimp.

Results from sampling and laboratory analysis were used to determine Southern California Index of Biological Integrity (SC-IBI) scores based upon biological metrics, which are determined by the presence or absence of specific taxa (good or bad species) and the composition, richness, and type of taxa. The bioassessments indicated that the Malibu Creek Index of Biological Integrity (IBI) scores were below the impairment threshold and ranked as “very poor.”

One of the potential reasons given for the low IBI scores in the bioassessment report was the water quality in Malibu Creek. Because of high sulfate and phosphate concentrations in the water, potentially from the Monterey Formation, there is a detrimental effect on benthic macroinvertebrates.

GOALS:

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared By: Brett Dingman, Water Reclamation Manager



April 14, 2015 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Reservoir No. 2 Improvements: Purchase of Shade Balls (Pg.)

Las Virgenes-Triunfo Joint Powers Authority (JPA) approved funding for this matter in the JPA Budget. This recommendation is before the LVMWD Board for action, as Administering Agent, as authorized under the JPA Agreement.

SUMMARY:

On October 14, 2014, the Board, acting as Administering Agent of the JPA, awarded a construction contract for the Recycled Water Reservoir No. 2 Improvements Project to Zusser Company, Inc. The bid documents included an optional item for the supply of shade balls for the reservoir. However, staff recommended that the Board exclude the optional item when awarding the construction contract to Zusser Company. The rationale for excluding the shade balls was to pursue a potential cost-savings through a separate procurement process.

Staff recently determined that LADWP has completed a competitive procurement process to purchase a large volume of shade balls for Los Angeles Reservoir. LADWP's contract with the vendor provides favorable pricing and includes a cooperative purchasing clause, allowing the JPA to purchase the balls for 16.2% less than the amount included for the optional construction contract bid item. The LADWP bid and contract documents meet the District's formal bidding requirements. As a result, staff recommends taking advantage of the cooperative purchasing opportunity.

RECOMMENDATION(S):

Authorize the General Manager to approve a purchase order to XavierC, LLC, in the amount of \$312,801.66, pursuant to the terms of the cooperative purchasing clause of Los Angeles Department of Water and Power Purchase Order No. 387, for the purchase of shade balls.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

Sufficient funding for the shade balls is available in the adopted Fiscal Year 2014-15 JPA Budget. No additional appropriation is required at this time. The cost of the shade balls will be allocated 70.6% to LVMWD and 29.4% to Triunfo Sanitation District.

DISCUSSION:

The cost of the optional bid item for the shade balls, as included in the low bid by Zusser Company for the Recycled Water Reservoir No. 2 Improvements Project, was \$373,430.00. By utilizing the cooperative purchasing clause of the LADWP contract, the equivalent cost for the shade balls would be \$312,801.66.

providing a cost-savings of \$60,628.34 or 16.2%.

The shade balls are needed to cover reservoir surfacing, blocking sunlight to inhibit the growth of algae, reducing evaporation rates up to 90% and deterring birds from entering the reservoir. Algal growth has the primary factor contributing to increased turbidity in the recycled water drawn from Reservoir No. 2. Since placing the reservoir back into service, turbidity levels have slowly climbed due to algal growth and large numbers of birds returning to the reservoir.

"Piggybacking" this purchase on the existing LADWP contract, which has favorable pricing based on a much larger quantity, will expedite the purchasing process as compared to conducting an independent formal bid. The timely purchase and installation of the shade balls will help to mitigate water quality issues caused by sunlight and birds, ensuring compliance with turbidity limits for water discharged at 005 (Los Angeles River).

Attached are copies of the relevant LADWP bid documents and photographs showing the reservoir's current condition. XavierC, LLC has agreed to honor its contract pricing for a quantity of 963,000, as required for Reservoir No. 2, which is less than the one million minimum quantity stated by LADWP. Approving a Purchase Order pursuant to clause "21. *Cooperative Purchasing With Other Governmental Agencies*" of the LADWP Purchase Order No. 387, instead of following the formal bidding process, will expedite the procurement and result in a cost-savings. The District's formal bidding requirements are satisfied by the LADWP procurement process for Purchase Order No. 387.

GOALS:

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared By: Gretchen Bullock, Buyer

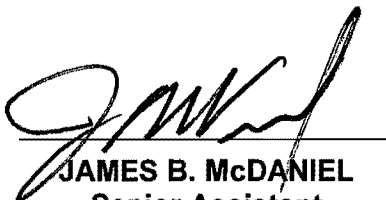
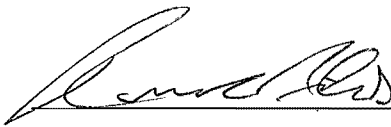
ATTACHMENTS:

[LADWP Bid Documents](#)

[Photographs of Reservoir No. 2](#)

7

LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) BOARD APPROVAL LETTER

TO: BOARD OF WATER AND POWER COMMISSIONERS	DATE: November 13, 2013
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  JAMES B. McDANIEL Senior Assistant General Manager – Water System </div> <div style="text-align: center;">  RONALD O. NICHOLS General Manager </div> </div>	SUBJECT: <p style="text-align: center;">Bid No. 387</p> <p style="text-align: center;">Water-filled Shade Balls</p> <p style="text-align: center;">Recommended Award to:</p> <p style="text-align: center;">XavierC, LLC Glendora, California</p>
	FOR COMMISSION OFFICE USE: RESOLUTION NO. <u>19616</u> <p style="text-align: right;">NOV 19 2013</p> <p style="text-align: right;"><i>2- COPY RESO TO Sp AM & 16/13 Water System</i></p>
CITY COUNCIL APPROVAL REQUIRED: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	IF YES, BY WHICH CITY CHARTER SECTION:

New Contract

PURPOSE

The purpose of this proposed contract is to procure 6.4 million water-filled shade balls to expedite the covering of Los Angeles Reservoir as part of the overall strategy to meet federally mandated water quality regulations by December 2014.

This is a standard purchase for shade balls. Existing Contract No. N0333-3 was let on October 2, 2012 to cover Upper Stone Canyon and part of Los Angeles Reservoir. This proposed contract will allow for the cover completion of Los Angeles Reservoir within the current time restraints of the water quality regulations.

The attached Resolution recommends approval of award to XavierC, LLC (XavierC), the lowest responsive bidder, under Bid No. 387, to furnish and deliver water-filled shade balls.

COST AND DURATION

	<u>Minimum Expenditure</u>	<u>Estimated Expenditure</u>	<u>Maximum Expenditure</u>
Original Period (One year)	\$476,800.00	\$1,907,200.00	\$2,384,000.00

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November 13, 2013

LADWP agrees to a minimum purchase of 25 percent and a maximum purchase of 125 percent of estimated expenditures. The maximum expenditures will not exceed \$2,384,000.00.

This contract is for a term of one year.

The total quotation of \$1,907,200.00 is approximately 4 percent lower than LADWP's estimate of \$1,984,000.00. The engineer's estimate was based on pricing for water-filled shade balls currently being deployed onto Los Angeles Reservoir utilizing Contract No. N0333-3.

BACKGROUND

The proposed contract is for the purchase of water-filled shade balls to complete the covering of the Los Angeles Reservoir. A second contract is required to meet the regulatory deadlines. Shade balls are four inches in diameter and made of high density polyethylene. The balls float partially submerged on the surface of the water. When sufficient balls are deployed, a dynamic floating ball blanket is formed that limits sunlight penetration and results in improvement in water quality.

The deployment of shade balls is part of a strategy that when combined with other capital improvements and operational changes will permit LADWP to comply with the terms of a two-year extension of the Stage 2 Disinfection Byproducts regulation approved by the United States Environmental Protection Agency and the California Department of Public Health. As a condition of the extension, LADWP is required to fully deploy shade balls on the Los Angeles Reservoir by December 2014.

The primary benefit of shade balls is that they are the fastest, least intrusive and most cost-effective alternative to address federal water quality regulation at LADWP's open-air in-City reservoirs. The simplicity of the shade ball solution allows LADWP to deploy balls as quickly as they are manufactured with minimal labor and design costs.

The shade ball cover will also provide our customers with water quality benefits. The shade balls greatly reduce sunlight access to the water surface, lowering the potential for algae formation. The decrease in algae allows for the use of less chlorine to manage algae blooms, and in turn, reduces the amount of disinfection by-product formation in the distribution system.

Blow Molded Products, Inc. (BMP) submitted the lowest bid by two percent after consideration of Local Business Preference Program (LBPP); however, this firm did not submit the NSF International/American National Standards Institute (NSF/ANSI) Standard 61 certification as required by the specification and also took exception to the delivery schedule. NSF/ANSI Standard 61 certification ensures that certified products

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have met specific, stringent requirements for products that come in contact with potable water. The certification process includes inspection of the manufacturer's factory and equipment, and review of the manufacturing processes. Certification also requires samples of the product being certified to be subjected to a battery of immersion tests to detect the leaching of chemical contaminants into the water at levels that may cause adverse effect to human health. NSF/ANSI Standard 61 certification is a critical and nonnegotiable requirement of this project. Therefore, BMP's bid is non-responsive and no award can be made to this bidder.

XavierC submitted the next lowest bid; however, this firm submitted with their bid literature with the terms and conditions regarding warranty information that differs from LADWP's terms and conditions. After conferring with the Office of the City Attorney and Supply Chain Services Manager, it was concluded that the disclaimer language provided by the plastic supplier, Chevron-Phillips, does not conflict with warranties provided to LADWP by XavierC or Microdyne Plastics, Inc. (Microdyne), the manufacturer.

The shade ball product being offered by XavierC is a two-component ball manufactured by Microdyne. Water Operations Division (WOD) evaluated ten sample balls submitted as part of the bidding process for compliance with LADWP specifications. The conclusion of the evaluation is that the high density polyethylene balls manufactured by Microdyne meet the specifications in all dimensional and qualitative aspects.

This is the first contract with XavierC and thus, no previous performance history is available.

LOCAL BUSINESS PREFERENCE PROGRAM

The LBPP was included in this bid and XavierC is a certified Local Business Enterprise .

METHOD OF SELECTION

Competitive Cooperative Purchase Sole Source Single Source

OUTREACH EFFORTS TAKEN

Notices Issued: 8
 Responses Received: 4

A bid comparison is attached.

In addition to the original bid list, the following outreach efforts were taken:

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- The bid was posted on the LADWP website and the City of Los Angeles Business Assistance Virtual Network website.
- The bid was electronically advertised on the Electronic-Request-Solicit-Procure System (eRSP) for direct download.

Based on eRSP statistical reporting, an electronic notification of the advertisement of Bid 387 was sent to 8 registered users, and 22 users expressed interest and/or downloaded the bid opportunity.

SMALL BUSINESS ENTERPRISE (SBE)/DISABLED VETERANS BUSINESS ENTERPRISE (DVBE)/MINORITY BUSINESS ENTERPRISE (MBE)/WOMAN BUSINESS ENTERPRISE (WBE)/OTHER BUSINESS ENTERPRISE (OBE) SUBCONTRACTING PARTICIPATION

Bid No. 387 is a price-and-time type contract to furnish and deliver water-filled shade balls to cover the Los Angeles Reservoir. Bidders were strongly encouraged to assist LADWP by taking all reasonable steps to maximize subcontracting opportunities to available subcontractors. As a result, XavierC will subcontract approximately 73.7 percent of the contract to the following subcontractors:

Name	Certification	Description of Subcontracting Work	Dollar Amount	Percentage
Microdyne Plastics	SBE	NSF Certified Water-filled Shade Balls	\$1,344,000.00	70.4%
Vobecky Enterprise	SBE/MBE	Transportation	\$ 50,000.00	2.6%
Global Environmental (if needed)	DVBE	Backup Transportation	\$ 15,000.00	0.7%
Total:			\$1,409,000.00	73.7%

WBE: None
OBE: None

CONTRACT AND VENDOR HISTORY

LADWP does not have any contract history with XavierC.

Contract History					
Contract/ PO No.	Contractor	Term of Contract	Start Date	Ending Date	Contract Amount
N0333-3	Artisan Screen Printing, Inc.	2 years	10/02/12	10/01/14	\$30,076,800

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ENVIRONMENTAL DETERMINATION

In accordance with the California Environmental Quality Act (CEQA), it has been determined that the purchase of shade balls is categorically exempt under CEQA Guidelines Section 15301, Class 1(f). The Class 1(f) exemption provides for the addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.

RECOMMENDATION

It is recommended that your Honorable Board adopt the attached Resolution authorizing execution of the contract.

MR:mr/vb

Attachments

e-c/att: Ronald O. Nichols

Richard M. Brown

Aram Benyamin

James B. McDaniel

Phillip Leiber

Gary Wong

Gwendolyn Williams

Martin L. Adams

Jose L. Barragan



SPECIFICATIONS NO. 387
 WATER-FILLED SHADE BALLS FOR VARIOUS RESERVOIRS
 COMPARISON OF BIDS BASED ON DEPARTMENT'S ESTIMATED REQUIREMENTS

ITEM	DESCRIPTION	QUAN	XavierC, LLC		Artisan Screen Printing Inc.		Orange Products, Inc.		Blow Molder Products, Inc.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	ball, shade, water-filled	6,400,000 ea	0.2980	1,907,200.00	0.3133	2,005,120.00	0.3000	1,920,000.00	0.2740	1,753,600.00
	SUBTOTAL			1,907,200.00		2,005,120.00		1,920,000.00		1,753,600.00
	TERMS		NET (30 DAYS)	0.00	NET (30 DAYS)	0.00	NET (30 DAYS)	0.00	2%	(35,072.00)
	TOTAL			1,907,200.00		2,005,120.00		1,920,000.00		1,718,528.00
	LESS: LBPP(8%)			(152,576.00)		(160,409.60)		0.00		0.00
	LABAVN CO. ID		60304		41076		NO		NO	
	TOTAL EVALUATED AMOUNT			1,754,624.00		1,844,710.40		1,920,000.00		1,718,528.00

dmr 12/18/12

Resolution No. 19616

WHEREAS, through a competitive bid process the Los Angeles Department of Water and Power (LADWP) issued a solicitation to procure water-filled shade balls under Bid No. 387; and

WHEREAS, XavierC, LLC, is the lowest and responsive bidder under Bid No. 387.

NOW, THEREFORE, BE IT RESOLVED that XavierC, LLC is awarded the contract for a total amount not to exceed \$2,384,000.00, for a period of two years, under Contract No. 387.

BE IT FURTHER RESOLVED that Contract No. 387, approved as to form and legality by the City Attorney, and filed with the Secretary of the Board, is hereby approved.

BE IT FURTHER RESOLVED that the Chief Accounting Employee of the LADWP, upon proper certification, is authorized and directed to draw demands on the Water Revenue Funds, in accordance with the terms of this contract awarded pursuant to Bid No. 387 and this resolution.

BE IT FURTHER RESOLVED that the President or Vice President, or the General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board are hereby authorized and directed to execute said contract for and on behalf of LADWP.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held NOV 19 2013

Barbara E. Hoehner

Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

OCT 28 2013

BY

Dirk P. Broersma
DIRK P. BROERSMA
DEPUTY CITY ATTORNEY



ORIGINAL PURCHASE ORDER
DEPARTMENT OF WATER AND POWER

CITY OF LOS ANGELES

P.O. BOX 51111, ROOM 1114, LOS ANGELES, CA 90051-0100

DATE	FUND	REQ. NO.	BID NO.	PURCHASE ORDER NO.	FY	VER.
11/19/2013	WATER & POWER	0387	0387	00387 4	2014	

VENDOR ADDRESS

066385008
 XavierC, LLC
 2310 Oak Park Road
 GLENDORA, CA 91741

CONTACT: Castillo, Xavier
TITLE:
PHONE: 1 (626) 385-8262
FAX:
EMAIL: Xavier@XavierC.net

BTRC NUMBER: 0002649723-0001-0

INDICATOR:

THIS IS YOUR AUTHORITY TO HONOR ORDERS ISSUED BY PROPERLY AUTHORIZED REPRESENTATIVES OF THIS DEPARTMENT DURING THE PERIOD BEGINNING 12/06/2013 AND ENDING 12/05/2015 FOR THE FOLLOWING:

WATER-FILLED SHADE BALLS FOR VARIOUS RESERVIORS

IN ACCORDANCE WITH THE DEPARTMENT'S BID NO. 387, LETTER DATED OCTOBER 22, 2013, AND PROPOSAL OF XavierC, LLC, WHICH ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN, THEREFORE:

SPECIFICATION ATTACHMENTS EXIST

ITEM NO.	DESCRIPTION	UNIT PRICE
1	NAICS: 32619 SHADE BALL, 4-INCH DIAMETER BLACK, UV-STABILIZED, HIGH DENSITY POLYETHYLENE (HDPE). PARTIALLY FILLED WITH POTABLE WATER. SMOOTH, SPHERICAL SHAPE. NSF/ANSI 61 CERTIFIED. TOTAL WEIGHT WITH POTABLE WATER SHALL BE BETWEEN 240 AND 260 GRAMS. 10-YEAR MANUFACTURER'S WARRANTY. BIDDERS SHALL PRICE FREIGHT CHARGES INTO THE PRICE OF EACH BALL. ----- SEE SPECIFICATIONS 387 FOR DETAILED REQUIREMENTS, CONDITIONS AND REQUIRED SUBMITTALS.	\$0.2980 EACH

SPECIFIC CONTRACT CONDITIONS

QUANTITY

THE DEPARTMENT AGREES TO PURCHASE DURING THE CONTRACTUAL PERIOD THE MINIMUM AMOUNT(S) INDICATED IN THE FOLLOWING TABLE AND IN CONSIDERATION OF THIS/THESE AGREED AMOUNT(S) SHALL HAVE THE OPTION, DURING THIS PERIOD OF THIS CONTRACT, OF PURCHASING ADDITIONAL AMOUNTS UP TO THE MAXIMUM ALSO INDICATED IN THE FOLLOWING TABLE.

	MINIMUM	MAXIMUM
ENTIRE CONTRACT	\$476,800.00	\$2,384,000.00

INVOICE/PAYMENT

INVOICES SHALL BE SUBMITTED AS SET FORTH IN DIVISION E2, ARTICLES 3 AND 4, OF SPECIFICATIONS NO. 0387.

DELIVERIES

THE CONTRACTOR SHALL MAKE DELIVERIES ONLY UPON RECEIPT OF ORDERS ISSUED BY THE DIRECTOR OF SUPPLY CHAIN SERVICES OR A DULY AUTHORIZED REPRESENTATIVE. THE DEPARTMENT RESERVES THE RIGHT TO SPECIFY IN SAID ORDERS THE TIME AND THE AMOUNT OF DELIVERIES AT THE LOCATION OR LOCATIONS AS DESCRIBED HEREIN.



ORIGINAL PURCHASE ORDER
DEPARTMENT OF WATER AND POWER

CITY OF LOS ANGELES

P.O. BOX 51111, ROOM 1114, LOS ANGELES, CA 90051-0100

DELIVERIES SHALL BE MADE BETWEEN THE HOURS OF 7:00 A.M. AND 3:00 P.M. ONLY, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS AS DEFINED BELOW.

RECOGNIZED HOLIDAYS SHALL BE NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY. IF ANY OF SAID HOLIDAYS SHOULD FALL ON A SUNDAY, THE FOLLOWING MONDAY SHALL ALSO BE CONSIDERED A HOLIDAY; AND IF A HOLIDAY SHOULD FALL ON A SATURDAY, THE PREVIOUS FRIDAY SHALL ALSO BE CONSIDERED A HOLIDAY.

Table with 3 columns: NUMBER OF DAYS AFTER CONTRACT AWARD DATE, SHADE BALL QUANTITY TO BE DELIVERED, SHADE BALL CUMULATIVE TOTAL TO BE DELIVERED. Rows range from 30 to 360 days.

SUPPLEMENTARY PRICE

THE PRICES SHALL BE FIRM.

CORRESPONDENCE

ALL LETTERS PERTAINING TO THIS CONTRACT, EXCEPT THOSE LETTERS PERTAINING TO INVOICES, PACKING LISTS AND BILLS OF LADING, WRITTEN TO THE DEPARTMENT AFTER AWARD OF THE CONTRACT SHALL SHOW THE PURCHASE ORDER NUMBER, THE SUB-PURCHASE ORDER NUMBER (IF APPLICABLE), AND TITLE AND SHALL BE ADDRESSED TO THE CONTRACT ADMINISTRATOR AS FOLLOWS:

BARRAGAN, JOSE
LOS ANGELES DEPARTMENT OF WATER AND POWER
111 N. HOPE ST. RM 1449
LOS ANGELES, CA 90012

RE: PURCHASE ORDER NO. 00387 4
SUB-PURCHASE ORDER NO. _____
WATER-FILLED SHADE BALLS FOR VARIOUS RESERVIORS

HAZARDOUS SUBSTANCES

PURSUANT TO THE PROVISIONS OF THE HAZARDOUS SUBSTANCES INFORMATION AND TRAINING ACT OF 1983, IT IS REQUESTED THAT IF A SUBSTANCE OR A MIXTURE CONTAINING A SUBSTANCE THAT IS LISTED ON THE ""LIST OF HAZARDOUS SUBSTANCES"" PREPARED BY THE DIRECTOR OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, IS TO BE FURNISHED ON THIS ORDER, THAT A "MATERIAL SAFETY DATA SHEET" BE FURNISHED AT THE TIME OF DELIVERY OR AS REQUIRED BY THE ACT WITHIN 15 DAYS OF DELIVERY. IF THE MSDS IS TO BE MAILED, CONTRACTOR SHALL IDENTIFY WITH PURCHASE ORDER NUMBER, AND SHALL ADDRESS AS FOLLOWS:

MR. RANDY JACKSON
SENIOR INDUSTRIAL HYGIENIST
CORPORATE HEALTH & SAFETY SERVICES
DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES
1350 S WALL ST, ROOM 238
LOS ANGELES, CA 90015



ORIGINAL PURCHASE ORDER
DEPARTMENT OF WATER AND POWER

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CITY OF LOS ANGELES

P.O. BOX 51111, ROOM 1114, LOS ANGELES, CA 90051-0100

RE: CONTRACT NO. 00387 4

A COPY OF THE MSDS CAN ALSO BE EMAILED TO: RANDALL.JACKSON@LADWP.COM

CASH TERMS

NET 30

TAX CODE

01 PLUS APPLICABLE SALES TAX

FOB

CARE OF THE MAINTENANCE & CONSTRUCTION SUPERVISOR, TRUCKS, UPPER STONE CANYON RESERVOIR LOCATED AT 15000 1/2 MULHOLLAND DRIVE, LOS ANGELES, CALIFORNIA, OR THE LOS ANGELES RESERVOIR, LOCATED AT 13101 SEPULVEDA BOULEVARD, SYLMAR, CALIFORNIA

GENERAL CONTRACT INSTRUCTIONS AND CONDITIONS

TERMINATION

REGARDLESS OF EXPIRATION DATE, THIS CONTRACT WILL AUTOMATICALLY TERMINATE IF AND WHEN EXPENDITURES HEREUNDER REACH THE PURCHASE ORDER LIMIT OF \$2,384,000.00

PREVIOUS CONTRACT

[PREVIOUS CONTRACT NO] OF [PREVIOUS CONTRACT DATE]

TRANSMITTAL POINT

45000
WATER OPERATIONS

CONTRACT ADMINISTRATOR

CONTACT: BARRAGAN, JOSE
TITLE: CIVIL ENGINEERING ASSOCIATE
PHONE: 1 (213) 367-1230
FAX:
EMAIL: JOSE.BARRAGAN@LADWP.COM

AUTHORIZED USER(S)

45000 45140

SIGNATURE AUTHORITY

AUTHORITY FOR THE AFOREGOING IS CONTRACT NO: 00387 4 AWARDED XavierC, LLC BY THE BOARD OF WATER AND POWER COMMISSIONERS AT ITS MEETING HELD 11/19/2013, IN ACCORDANCE WITH RECOMMENDATION NO. 19616

THE DEPARTMENT OF WATER AND POWER
GWENDOLYN W. WILLIAMS
DIRECTOR OF SUPPLY CHAIN SERVICES

BY: _____

PURCHASE ORDER NO. 00387 4

END OF PURCHASE ORDER

387

DEPARTMENT OF WATER AND POWER

OF

THE CITY OF LOS ANGELES

3
8
7

No. 387

SPECIFICATION/BIDDING DOCUMENTS FOR

Water-Filled Shade Balls for Various Reservoirs

A DOWNLOADABLE SPECIFICATIONS/BIDDING DOCUMENT
IS AVAILABLE AT THE eRSP ONLINE PURCHASING WEB PAGE
[HTTP://WWW.LADWP.COM/eRSP](http://www.ladwp.com/eRSP).
REGISTRATION IS REQUIRED.

NO HARD COPIES WILL BE AVAILABLE FOR MAILING OR PICKUP

LOS ANGELES DEPARTMENT OF WATER AND POWER
SUPPLY CHAIN SERVICES
VENDOR LIAISON CENTER
111 NORTH HOPE STREET, L-43
LOS ANGELES, CA 90012

ITEM 9A

TABLE OF CONTENTSSPECIFICATIONS

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B	B1	INSTRUCTIONS TO BIDDERS
	B2	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
C		BIDDING DOCUMENTS
	C1	BIDDING FORMS
	C2	PROPOSAL SCHEDULE
	C3	DETAILED BID INFORMATION
D	D1	THE CONTRACT DOCUMENTS
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Spec. 387

PART A - DIVISION A1NOTICE INVITING PROPOSALS

The Department of Water and Power, Los Angeles, invites sealed bids for **furnishing and delivering Water-Filled Shade Balls for Various Reservoirs** in accordance with **Specifications 387**.

Proposals shall be submitted on the Department's bidding documents in accordance with these specifications. All proposals shall be submitted at or before 2:00 p.m. on the bid opening date.

Proposals shall be subject to acceptance within a period of 90 calendar days after date of bid opening.

The right is reserved to reject any and all proposals.

In the performance of any contract awarded, the bidder shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap.

GWENDOLYN W. WILLIAMS
Director of Supply Chain Services

END OF DIVISION

PART B - DIVISION B1
INSTRUCTIONS TO BIDDERS

1. **Form, Completion, Signature, and Transmittal of the Bid Submittal or Proposal:** The Department employs the electronic-Request-Solicit-Procure (eRSP) online purchasing system for posting its specifications and receiving bid documents.

Bidders shall log on to the Department's website at <http://www.ladwp.com> and register at the eRSP online purchasing system web page <http://www.ladwp.com/ersp>.

Bid submittals shall be clean, legible, complete, with no missing page(s), and in accordance with instructions indicated herein.

A complete bid submittal or proposal shall be in accordance with the following instructions:

a. **Line Item Bid Price:** All price and pricing-related information shall be entered directly into the eRSP system at or before 2:00 p.m. on the bid opening date or the bid will be deemed non-responsive.

b. **Required submission of all pages in Division C1 and Division C3:** Bidders shall submit all pages in Division C1 and Division C3 (including attachments, required documentation, and pages revised by addenda) using "ONE" of the following 2 methods:

(1) **Submittal using the eRSP System:** Bidders shall access, download, print, complete, sign, scan, and upload all pages in Division C1 and Division C3 electronically prior to the bid opening date and time.

Bidders shall submit all uploaded bid submittals in a portable document format (PDF) with an optimal resolution of 300 dpi. An uploaded bid submittal shall be a true representation or an identical copy of the paper format original. The content and number of pages of both the electronic scanned copy and the paper original shall be identical with no alterations.

(2) **Hardcopy Submittal:** Bidders shall access, download, print, complete, sign, and submit two (2) hardcopies of all pages in Division C1 and Division C3 prior to the bid opening date and time.

DIVISION B1**INSTRUCTIONS TO BIDDERS**

The hardcopy submittal of bid documents shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and the address of the bidder. The envelope shall bear the words "Bidding Documents for", followed by the specifications number, the title of the specifications, and the bid opening date and time. The content and number of pages of both the hardcopy format submittal and the original document shall be identical with no alterations.

If the hardcopy submittal of bid documents is mailed, it shall be addressed as follows:

DIRECTOR OF SUPPLY CHAIN SERVICES
VENDOR LIAISON CENTER
LOS ANGELES DEPARTMENT OF WATER AND POWER
PO BOX 51111 RM L43
LOS ANGELES CA 90051-0100

If the hardcopy submittal of bid documents is sent by a messenger, it shall be delivered to Room L43, 111 North Hope Street, Los Angeles, California 90012.

All hardcopy bid submittals shall be received in "Room L43" at or before 2:00 p.m. on the bid opening date or the bid will be deemed non-responsive.

c. No Duplication of Bid Submittals: Bidders shall submit completed pages of Division C1 and Division C3 including attachments EXCLUSIVELY "using the eRSP system" OR "in hardcopy format", but not both. If the bidder submits duplicate bidding documents "electronically" AND also "in hardcopy format," the electronic submittal made in the eRSP system will prevail with no exceptions.

d. Safekeeping of Original Bidding Documents: To determine the authenticity of a bid submittal or to clarify illegible bid submittals, the Department reserves the right to request any or all completed original copies of bid submittals. Therefore, the bidder shall retain all completed original paper copies of bid submittals in a secure location readily accessible for transmittal upon request by the Department.

Only when requested by the Department, the bidder shall provide original hardcopies of any or all pages in Division C1 or Division C3 including attachments to the Director of Supply Chain Services. Requested pages shall be submitted on letter-size sheets of white xerographic paper.

DIVISION B1**INSTRUCTIONS TO BIDDERS**

When requested, original hardcopies of bid documents in Division C1 or Division C3 including attachments shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and the address of the bidder. The envelope shall bear the words "Original Bid Documents for" or "Original Proposal Documents for", followed by the specifications number, and the title of the specifications. Requested original bid documents shall be mailed to:

DIRECTOR OF SUPPLY CHAIN SERVICES
VENDOR LIAISON CENTER
LOS ANGELES DEPARTMENT OF WATER AND POWER
PO BOX 51111 RM L43
LOS ANGELES CA 90051-0100

Requested original bid documents sent by a messenger shall be delivered to Room L43, 111 North Hope Street, Los Angeles, California 90012.

2. **Interpretations and Addenda:** Should a bidder find discrepancies or omissions in the plans, specifications, or other documents, or should there be doubt as to their true meaning, the bidder shall submit such requests electronically using the eRSP system for an interpretation or clarification thereof. A request for addenda, interpretation, or clarification shall be received by the Department in time to permit an electronic response before the date and time of bid opening. Any interpretation of or change in the documents will be made only by addendum issued electronically using the eRSP system and shall become a part of any contract awarded. The Department will not be responsible for any other explanation or interpretations.

3. **Correspondence:** All inquiries or correspondence to the Department prior to the bid opening date and time shall be conducted using the eRSP system.

4. **Changes or Alternatives:** The bidder shall not change any wording in the documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the Bidding Documents. Alternatives which do not substantially comply with the Department's specifications cannot be considered. Language of negation or limitation of any rights, remedies, or warranties provided by law will not be considered part of the proposal. Bids offered subject to conditions or limitations may be rejected.

5. **Specified Materials or Equivalent:** Whenever any particular material or process is specified by a patent or proprietary name, by a trade or brand name, or by the name of a manufacturer, such wording is used for the purpose of describing

DIVISION B1**INSTRUCTIONS TO BIDDERS**

the material or the process and shall fix the standard of quality required and shall be deemed to be followed by the words "or equivalent". The bidder may offer any material or process which shall be the equivalent of that so specified.

6. **Language:** Everything submitted by the bidder shall be written in the English language.

7. **Sales, Use, and Federal Excise Taxes:** Prices quoted by the bidder shall not include any applicable sales or use taxes, or federal excise taxes.

It is the Department's intent to self accrue the applicable use taxes in accordance with the Department's permit with the State Board of Equalization.

8. **Duties:** Prices quoted by the bidder shall include all applicable duties.

9. **Award of Contract:** Award of contract will be in accordance with the provisions of this Article. The right is reserved to reject any and all proposals. Contracts shall be let to the lowest responsive and responsible bidder furnishing satisfactory security for performance. This determination may be made on the basis of the lowest ultimate cost of the items in place and use. Where the items are to constitute a part of a larger project or undertaking, consideration may be given to the effect on the aggregate ultimate cost of the project or undertaking.

Failure of the apparent successful bidder to submit to the Director of Supply Chain Services representative a valid Business Tax Registration Certificate (BTRC), Vendor Registration Number (VRN) or Exempt Tax Registration Certificate, as specified under "City Business Tax Requirements" in Division E2, within 48 hours of notification, may result in the award of contract being withheld.

The bidder shall complete the attached Contract Signature Page Form in Division C1. The form shall be validated with 2 authorized signatures prior to submission of the bid.

If the Contract Signature Page Form is signed on behalf of the company by anyone other than as indicated on the signature lines, the bidder shall furnish a certified evidence of authority for each person executing on behalf of the company.

Any action taken by the Board will be subject to review by the Los Angeles City Council and will not be final until such review process has been completed pursuant to Section 245 of the

DIVISION B1**INSTRUCTIONS TO BIDDERS**

Los Angeles City Charter. The Department will issue a "Notice of Award" e-mail to the successful bidder when the Los Angeles City Council review process is complete.

If bonds or insurance certificates are required, the "Notice of Award" e-mail will stipulate that the contract will be executed upon the prompt submission, review, and approval of all required bonds or insurance certificates pursuant to Divisions B1 and F1. The successful bidder's failure to responsibly comply with the timely submission of all required and valid bonds or insurance certificates may be deemed a breach of this contract.

The successful bidder shall furnish all required bonds or insurance certificates within 30 calendar days of receiving the "Notice of Award" e-mail.

Once bonds or insurance requirements are received and approved, the Department will issue a "Notice to Proceed" e-mail or letter. No work shall commence under the contract and no payments can be made to the successful bidder until the Department issues a "Notice to Proceed" e-mail or letter.

10. City Business Tax Requirements: The bidder shall state in the Division C3 the bidder's business tax registration certificate account number or, for those bidders that are exempt, a vendor registration number. The City's business tax requirements are specified in Division E2.

11. Public Records: All documents submitted in response to the specifications will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, *California Government Code* §§ 6250, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal nonresponsive and will be rejected. The Department will not provide advice as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary."

The Department is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if

DIVISION B1**INSTRUCTIONS TO BIDDERS**

disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the Department or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to the Department in compliance with the California Public Records Act.

The bidder shall agree to reimburse the Department for, and to indemnify, defend and hold harmless the Department, its Board, officers, representatives, assigns, successors, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to the Department's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, the Department may request that the bidder directly defend any action for disclosure of any information marked "Trade Secret," "Confidential," "Proprietary," or otherwise.

12. Security Policy and Requirements: The bidder shall comply with all Department physical and cyber-related security policies, standards, requirements and procedures collectively referred to as "Security Requirements", applicable to the project. All bidder personnel, equipment, products, services, and sub-contractors involved with the work shall comply with all applicable Security Requirements throughout the duration of the contract. Security Requirements may be imposed by Department policy, or by Federal, State or Local laws, regulations or industry practices, including, without limitation, requirements that may be imposed by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), the Western Electricity Coordinating Council (WECC), the Department of Energy (DOE), the Environmental Protection Agency (EPA), and the Department of Homeland Security (DHS).

Inability to meet the Department's Security Requirements may be considered when evaluating the bidder's consideration and award of contracts, including extensions or amendments to existing contracts. As security regulations and practices change over time, amendments and extensions to existing contracts may include additional Security Requirements not present in earlier contracts.

13. **List of Subcontractors:** If a bidder contemplates subcontracting any part of the work covered by these specifications, the bidder's proposal shall include a description of the work to be done under each subcontract and the name, address, and telephone number of each proposed subcontractor. No subcontractor shall be substituted or added after submission of the bid without prior written approval of the Engineer.

14. **Examination of the Site:** The bidder may examine the delivery site(s) any time between the hours of 9:00 a.m. and 2:00 p.m., Monday through Friday, holidays excepted. Arrangements to examine the site(s) shall be made not less than 5 business days in advance by contacting the engineer at telephone number (213) 367-1230.

The Upper Stone Canyon Reservoir is located at 15000 1/2 Mulholland Drive, Los Angeles, CA 90077.

15. **Responsibility of Bidder:** Bidder shall have adequate finances, plant, facilities, personnel, and experience to execute the work covered by the proposal. Each bidder shall submit relevant experience providing shade balls and information regarding production capabilities in Division C3 as part of their proposal.

In determining whether a bidder is competent to undertake the proposed work, consideration will also be given to the bidder's judgment, skill, capacity, integrity, promptness, amount and quality of work previously completed, and currently operational, the bidder's suitability for the particular work proposed, and any other qualities which are found necessary to consider in order to determine whether the bidder can perform strictly in accordance with the contract.

Bidder's plant and facilities to do the work shall be subject to inspection by the Engineer before award of contract.

The bidder shall furnish upon request such written information concerning finances, plant, facilities, personnel, and experience as is necessary to determine responsibility and competency to execute the work covered by the proposal.

False, incomplete, or general statements in connection with a proposal shall be sufficient cause for its rejection. The evaluation and determination of the fulfillment of the above necessary requirements will be determined by the Board, and its judgment shall be final.

16. **Bidder's Specifications:** Each bidder shall attach as part of the proposal a copy of its specifications designated as "Bidder's Specifications."

DIVISION B1**Spec. 387
INSTRUCTIONS TO BIDDERS**

Bidder's Specifications shall include high density polyethylene supplier(s) and shade ball manufacturer(s), including company names, addresses, telephone numbers, email addresses, and contact names. The Bidder's Specifications shall also include detailed product descriptions including material and dimensional specifications of the shade ball proposed to be furnished. The Bidder's Specifications shall further include a shade ball production schedule that meets or exceeds the Department's anticipated delivery requirements listed in Division F1.

Failure to provide the Bidder's Specifications as part of the bid shall result in the bid being deemed nonresponsive to these specifications.

17. Required NSF/ANSI Standard 61 Certification: Each bidder shall submit as part of the proposal a written certification stating that the water-filled shade ball product they propose has completed the NSF International (formerly the National Sanitation Foundation) certification process for compliance with NSF/ANSI Standard 61 / Addendum 1.0-2005 (Drinking Water System Components - Health Effects). NSF/ANSI 61 certification of the HDPE material alone will not be accepted. Each manufacturer and all production facilities that will produce shade balls under this contract shall be listed on the NSF International website at the time of bid. Proposals indicating ball production at an uncertified facility shall be deemed nonresponsive.

Only bids providing the required NSF/ANSI 61 certification(s) at the time of bid shall be considered. Failure to provide proof of NSF/ANSI 61 certification as part of the bid will result in the bid being deemed nonresponsive. No exceptions shall be made.

The successful bidder shall maintain a valid NSF/ANSI 61 certification throughout the contract period.

18. Samples of Shade Balls: The bidder shall submit on or before the date of bid opening 10 samples of the water-filled shade balls from each manufacturer in their proposal. Each sample shade ball shall comply with all requirements of these specifications. Proposals including samples that do not meet the specifications shall be deemed non-responsive.

The Department reserves the right to subject the samples to any test, check or inspection it deems suitable to determine compliance with Division F2 of these specifications. If, upon testing by the Department, the samples comply with the

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DIVISION B1**INSTRUCTIONS TO BIDDERS**

requirements of these specifications, all such material furnished under the contract shall comply with said samples and with these specifications.

The samples of water-filled shade balls shall be identified as follows:

Bidder's Name
Specifications 387
Brand and Catalog Number

The samples shall be delivered to:

ATTN VENDOR LIASON CENTER
LOS ANGELES DEPARTMENT OF WATER AND POWER
111 N HOPE ST, RM L43
LOS ANGELES CA 90012

Samples will not be returned to the bidder.

19. Comparison of Bids: For the purpose of comparing bids, it will be assumed that the quantity or quantities indicated in Division C2 of these specifications will be required during the original contractual period.

Bids will be further compared after adjustments are made for evaluation purposes in accordance with "applicable" price related factors including but not limited to cash discount, combined award discount, guaranteed technical characteristics, and Local Business Preference Program.

20. Established Agent or Representative: The Department desires that bidders have an established agent or representative located in the Los Angeles, California area, who is qualified and authorized to give technical assistance if required. The bidder shall state in the proposal the name and location of the agent or representative qualified to provide such assistance.

21. Cooperative Purchasing With Other Governmental Agencies: The Department desires that the prices, terms, and conditions contained in any purchase order or contract resulting from these specifications be offered to any other governmental agency. The bidder shall state in the proposal if the bidder is willing to allow such cooperative purchasing. Any resulting cooperative purchasing shall be between the Contractor and the governmental agency desiring such cooperative purchasing and shall have no effect on any Department purchase order or contract.

22. Protest Policy and Procedures: These procedures provide a method for resolving, prior to award, protests regarding the award of contracts by the Board. The Department shall have the right not to follow these procedures, for any reason, at the Department's discretion, therefore the protestor shall have no right to further due process. However, failure by a prospective contractor to follow protest procedures as described herein will constitute the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of contract.

a. Filing Procedure: Interested parties whose direct economic interest would be affected by the award or non-award of a contract may only file protests.

Formal protests shall be filed in writing to the Director of Supply Chain Services at the address below, and received not later than 3:00 p.m., 14 calendar days after the bid opening or after the receipt of proposals, whichever is applicable to:

DIRECTOR OF SUPPLY CHAIN SERVICES
CARE OF VENDOR LIAISON CENTER
PROTEST FOR SPEC NO. 387
LOS ANGELES DEPARTMENT OF WATER AND POWER
PO BOX 51111 RM L43
LOS ANGELES CA 90051-0100

At the protestor's convenience, a protest may be filed by electronic facsimile to Fax Number (213) 367-2268, with an original copy postmarked by U.S. Mail or any other return receipt means shall be furnished to the addressed specified herein.

Protest submissions shall include the following information:

- (1) The name and address of the protestor.
- (2) The protestor's relationship to the procurement sufficient to establish that the protest is being filed by an interested party.
- (3) The title or identification number.
- (4) The specific objection(s) to the content of a solicitation or the award of a contract.

DIVISION B1**INSTRUCTIONS TO BIDDERS**

(5) Any documentation that may support the allegations of the protest.

(6) A statement of the relief requested.

If the protest does not comply with the preceding requirements, it may not be considered for evaluation and may be returned to the protestor who submitted the written documentation without appropriate substantiating information.

The Department is not responsible for lost or otherwise delayed deliveries. A protest not filed within the time limits herein may be rejected without consideration or evaluation.

The Department may consider protests concerning contract compliance matters beyond the protest period. These protests will receive due consideration only if the protest is filed prior to consideration of award of the contract by the Board, and such protests affect a protestor who appears to have substantial and reasonable prospect of being selected to be awarded of the contract if the protest is accepted.

b. Department Response: The Department will respond to each substantive issue raised in timely filed protests. Protests will be evaluated and the Director of Supply Chain Services will issue a written decision on the determination of the protest within 45 calendar days or prior to award of contract, whichever occurs earlier.

c. Appeals: Any decision rendered on a contract may be appealed to the Chief Engineer and/or the Board, whichever is the awarding authority for a particular contract. Such appeal must be filed with the Director of Supply Chain Services within 10 calendar days from the date of mailing of the Department's response to the protest. Appeals must contain detailed information regarding the basis of the appeal. The Director of Supply Chain Services will provide a written report to the Chief Engineer and/or the Board, whichever is the awarding authority for a particular contract. Protesting parties will be notified of the time that the contract will be considered by the Chief Engineer and/or the Board, whichever is the awarding authority for a particular contract. Protesting parties will be given the opportunity to present their arguments to the respective Contract Awarding Authority.

Protests and appeals may be withdrawn at any time before a final decision is issued.

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INSTRUCTIONS TO BIDDERS**

23. eRSP Training Session: The Department will offer an in-class eRSP training session to provide prospective bidders detailed guidelines on the preparation of bids and uploading of required submittals on the eRSP system.

The Department will conduct the eRSP training session on the **SECOND** and **FOURTH** Wednesdays of each month as follows:

Training Date and Time: SECOND Wednesday - 09:00am to 11:30am
FOURTH Wednesday - 01:00pm to 03:30pm

Class Size: Maximum of 12 participants

Location: John Ferraro Building
111 North Hope Street, Room 1157
Los Angeles, CA 90012

Registration for the eRSP training session will be on a first-come, first-served basis via e-mail on eRSP@ladwp.com or by calling (213)367-3777.

All prospective bidders are encouraged to attend an eRSP training session.

END OF DIVISION

PART B - DIVISION B2**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1. **Department's Outreach Program:** It is the policy of the Department to provide Women Business Enterprises (WBEs), Minority Business Enterprises (MBEs), and all other business enterprises an equal opportunity to participate in the performance of all Department contracts. The Department goals for WBE/MBE participation in performance of its contracts are 7 percent WBE and 15 percent MBE. Bidder shall assist the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including WBEs and MBEs, have an equal opportunity to compete for and participate in Department contracts.

2. **Child Support Policy:** In accordance with the City of Los Angeles Ordinance No. 172401, the Department requires all contractors and subcontractors performing work for the Department to comply with all reporting requirements and wage earning assignments relative to court ordered child support.

All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal may result in the bid or proposal being deemed nonresponsive to these specifications.

3. **Local Business Preference Program:**

a. **General:** This contract is subject to the applicable provisions of the Local Business Preference Program (LBPP) Ordinance No. 181910, Division 10, Chapter 1, Article 21 of the City of Los Angeles Administrative Code.

The Department is committed to maximizing opportunities for Local Businesses, as well as encouraging Local Businesses to locate and operate in the Los Angeles area. It is the policy of the City and the Department to reduce local unemployment, stimulate the expansion and retention of local jobs, and create sustainable local economic development.

The Department will implement the LBPP in all competitively advertised bids involving expenditures in excess of \$150,000 except for:

(1) Contracts that are State or Federal funded, including contracts in which funding regulations prohibit the Department from implementing the LBPP.

DIVISION B2**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

(2) Contracts where full and open competition is limited because of a sole source or single source vendor, provider, or supplier.

(3) Contracts where the Department determines at any time before the award of the contract that it is not in its best interest to grant a Bid preference.

The City of Los Angeles, Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (BCA/OCC) is the Designated Administrative Agency (DAA) for the LBPP. The DAA will determine whether a business qualifies as a Local Business, a Provisionally Qualified Local Business, or a Local Subcontractor. The DAA may also audit or monitor contractors and subcontractors for compliance with the provisions of the Ordinance and conduct investigations of claimed violations.

b. Participation Criteria for the Local Business

Preference Program: To be eligible for participation in the LBPP, the BCA/OCC requires a prospective bidder to register and apply for certification as a Local Business prior to the bid deadline by submitting an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. The "Local Business Certification - Affidavit of Eligibility" form is available for download on the LABAVN website at <http://www.labavn.org>. For more information, the bidder shall e-mail the LABAVN office at ITA.BAVN@lacity.org or call the City of Los Angeles, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2641 or (213)847-2648.

Determination of qualification as a Local Business by any other entities, other than the BCA/OCC, or by any other means other than submission of an affidavit on the LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received.

c. Definitions: For the application of the LBPP, the following terms shall have the following meanings:

(1) **Contract:** A written agreement involving consideration in excess of \$150,000 for the purchase of goods, equipment, or services, including construction services.

(2) **Designated Administrative Agency (DAA):** The City of Los Angeles, Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (BCA/OCC).

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

(3) **Bid Price**: Refers to the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions including but not limited to Cash Discount, Combined Award Discount, or the Article titled "Comparison of Bids" in Division B1.

(4) **Local Business**: A business entity that is in compliance with all applicable licensing and tax laws of the City of Los Angeles and the County of Los Angeles. To qualify as a Local Business, a business entity shall also satisfy one of the following criteria:

(a) At least 50 of its full-time employees perform work within the boundaries of the County of Los Angeles at least 60 percent of their total regular hours worked on an annual basis; or

(b) At least half of its full-time employees work within the boundaries of the County of Los Angeles at a minimum of 60 percent of their total regular hours worked on an annual basis; or

(c) It is headquartered in the County of Los Angeles. Headquartered means that the business physically conducts and manages all of its operations from a location within the County of Los Angeles.

(5) **Local Subcontractor**: A subcontractor that meets the same qualifications as a Local Business.

(6) **Provisionally Qualified Local Business**: A business entity that is yet to establish operations within the County of Los Angeles and is undertaking imminent steps to qualify as a Local Business. For a business entity to be considered as a Provisionally Qualified Local Business, the following criteria have to be satisfied.

(a) The proposed contract between the business entity and the Department involves an agreement valued at no less than \$1,000,000 and has a term of no less than 3 years.

(b) The business entity can demonstrate that it is party to an enforceable, contractual right to occupy commercial space within the County of Los Angeles and its occupancy will commence no later than 60 calendar days after the date on which the contract with the Department is executed.

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

(c) The business entity can demonstrate proof of ability to qualify as a Local Business by submitting a business plan or other evidence deemed sufficient by the DAA.

(d) The business entity can demonstrate that it will meet the same qualifications as a Local Business before the commencement of the contract.

d. Application of the Local Business Preference: A bidder that participates in the LBPP by qualifying as a Local Business shall receive an 8 percent preference to its bid price. The preference is applied such that the bid price by the Local Business will be reduced by 8 percent of the bid price and the reduced bid amount will be deemed as the evaluated bid amount.

$$\text{Evaluated Bid Amount} = (\text{Bid Price}) - (0.08 \times \text{Bid Price})$$

e. Application of the Local Subcontractor Preference: When a bidder is not qualified as a Local Business and it identifies a qualifying Local Subcontractor to perform work under the contract, the bidder shall receive a preference of up to 5 percent on its bid based on the following criterion:

The Department will provide a one percent preference, up to a maximum of 5 percent, to the bid price for every 10 percent of the cost of the proposed work to be performed by a Local Subcontractor or Local Subcontractors.

f. Additional Requirements:

(1) A Provisionally Qualified Local Business that participates in the LBPP by qualifying as a Local Business will receive an 8 percent preference. To participate as a Provisionally Qualified Local Business, the bidder shall download, complete, and submit a "Provisionally Qualified Local Business - Affidavit of Eligibility" form as part of its bid submittal. The form is available for download at the City of Los Angeles, Bureau of Contract Administration's website located at: http://bca.lacity.org/site/pdf/general/PQLBP_Affidavit.pdf.

Once a Provisionally Qualified Local Business is notified by the Department of its intent to award the contract, the Provisionally Qualified Local Business shall submit the following supporting documents to the Department within 30 calendar days.

(a) Proof of occupancy or an enforceable right to occupy commercial space within the County of Los Angeles commencing no later than 60 calendar days after the date on which the contract with the Department is executed.

(b) A business plan or other evidence to demonstrate proof of ability to qualify as a Local Business.

If the foregoing documents are not received by the Department within 30 calendar days of notification, the intent to award the contract to the Provisionally Qualified Business will be rescinded.

In addition, a Provisionally Qualified Local Business shall lose its status if it fails to fully qualify as a Local Business. Loss of status as a Provisionally Qualified Local Business is permanent; such closure forbids a business entity from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on City and Department Contracts.

(2) Preferences will be awarded to service contracts only if the services are provided directly by a Local Business or the Local Subcontractor is using employees whose exclusive and primary working location is in the County of Los Angeles.

(3) Preferences will be awarded for equipment, goods or materials contracts only if the Local Business or the Local Subcontractor:

(a) Acts as a Supplier or Dealer where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles; or

(b) Designs, manufactures, or assembles the equipment, goods, or materials where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles.

(4) As a result of an audit or upon receipt of information believed by the Department or the DAA to be reliable that the Local Business no longer qualifies as a Local Business for more than 60 calendar days during the entire term of the Contract, the Department will withhold or recover funds from the Contractor in an amount that represents the total value of the bid preference.

(5) As a result of an audit or upon receipt of information believed by the Department or the DAA to be reliable that the Local Subcontractor(s) no longer qualifies as a Local Business, providing the basis for a Local Subcontractor Preference and the Prime Contractor fails to replace the Subcontractor(s) with another Local Subcontractor(s) within 60 calendar days of notification, the Department will withhold or

DIVISION B2**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

recover funds from the Contractor in an amount that represents the total value of the bid preference.

(6) The maximum bid preference for all qualifying Local Businesses, Local Subcontractor(s), and Provisionally Qualified Local Businesses shall not exceed \$1,000,000 for any Bid.

(7) A bid preference does not aim to reduce or alter the contract amount. It shall be utilized solely for the purpose of evaluation and selection.

(8) In the event where a Bidder is registered on the LABAVN system to be certified as a Local Business prior to the bid closing date and time and a determination is made by the DAA after the bid deadline that the bidder is not qualified as a Local Business, the bidder will be eligible for a Local Subcontractor Preference of up to 5 percent, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.

g. Reporting Violations and Protests: Bidders interested in reporting any violation of the LBPP provisions or submit protests in relation to the LBPP shall contact the:

CITY OF LOS ANGELES
BUREAU OF CONTRACT ADMINISTRATION
OFFICE OF CONTRACT COMPLIANCE
1149 SOUTH BROADWAY STREET, SUITE 300
LOS ANGELES, CA 90015
E-Mail: bca.biphelp@lacity.org

h. Registration:

(1) If eligible, the bidder shall register on the LABAVN system to certify as a Local Business and qualify for an 8 percent Local Business preference.

(2) If the bidder is not eligible to register as a Local Business, the bidder is encouraged to maximize its Local Subcontractor participation to qualify for a Local Subcontractor preference of up to 5 percent. Each Local Subcontractor shall register on the LABAVN system to certify as a Local Business.

i. Documentation: Bidders that are eligible for preferences in accordance with the LBPP Ordinance shall provide all required information in the Article titled "Local Business Preference Program Documentation" in Division C3 of these specifications.

DIVISION B2**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

If no information is provided in the Article titled "Local Business Preference Program Documentation" in Division C3 of these specifications, it will be assumed that the bidder or any of its subcontractors are not registered as a Local Business on the LABAVN system and the bidder is not a Provisionally Qualified Local Business.

4. Contractor Responsibility Program: The contract resulting from this bid is subject to applicable provisions of the Contractor Responsibility Program Ordinance, Division 10, Chapter 1, Article 14 of the City of Los Angeles Administrative Code.

As part of their bid submittal to the Department, all bidders shall complete and submit the "Pledge of Compliance with Contractor Responsibility Ordinance" (1 page) and "Responsibility Questionnaire" (9 pages) affidavits in Division C1. Failure to comply with these requirements may result in the bidder being deemed nonresponsive to these specifications.

The Contractor Responsibility Program also requires that during the term of the contract, the successful bidder shall update responses to the "Responsibility Questionnaire" affidavit within thirty (30) calendar days after any changes to the responses previously provided, if such change would affect contractor's fitness and ability to continue performing the contract.

5. Affirmative Action Plan: The bidder shall have an Affirmative Action Plan on file with the Director of Supply Chain Services. The bidder shall comply with the requirements of the City of Los Angeles and shall complete, sign, and submit to the Department the "Affirmative Action Plan" (3 pages) affidavit in Division C1.

6. Non-Discrimination and Equal Employment Practices: The bidder shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap. The bidder shall complete, sign, and submit to the Department the "Non-Discrimination and Equal Employment Practices" (2 pages) affidavit in Division C1.

7. Equal Benefits Ordinance: The contract resulting from this bid is subject to applicable provisions of the Equal Benefits Ordinance (EBO), Division 10, Chapter 1, Article 1, Section 10.8.2.1 of the City of Los Angeles Administrative Code.

DIVISION B2**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

As part of their bid submittal to the Department, bidders shall complete and submit the "Equal Benefits Ordinance Compliance Affidavit" (2 pages) in Division C1. Failure to comply with these requirements shall result in the bidder being deemed nonresponsive to these specifications.

Bidders do not need to submit supporting documentation with their bids. However, the Department reserves the right to request supporting documentation to verify that benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

8. Sweat-Free Procurement: The contract resulting from this bid is subject to the applicable provisions of the Sweat-Free Procurement (SFP) Ordinance, Division 10, Chapter 1, Article 17 of the City of Los Angeles Administrative Code. All bidders shall comply with the City's Contractor Code of Contract, which is the embodiment of the SFP.

As part of their bid submittal to the Department, bidders shall complete, sign, and submit the City of Los Angeles "Contractor Code of Conduct" (1 page) affidavit in Division C1. Failure to comply with these requirements may result in the bidder being deemed nonresponsive to these specifications.

9. Recycled-Content: The contract resulting from this proposal shall be subject to the City's Recycled Products Purchasing Program Ordinance No. 168313. The ordinance promotes the City's purchase of products and contracting for goods and services with suppliers, persons, or entities complying with specified percentages of post-consumer recycled-content and pre-consumer or secondary recycled-content and requires contracting parties to submit statement under penalty of perjury declaring content of recycled materials.

The bidder shall certify the minimum, if any, the exact percentage of recycled material by item using the Recycled Content Certification Form in Division C1. Both post consumer waste and secondary waste as defined in Section 10.32.1 of Los Angeles City Ordinance No. 168313 information shall be furnished. The signature on the Proposal therefore confirms the information.

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

The bidder shall furnish such certification even in instances in which the product contains no recycled material. Failure to furnish such certification shall result in the product being deemed to contain no recycled material.

The bidder shall submit a sample of the product and a copy of the manufacturer's certification and specifications sheet.

The samples of recycled products shall be identified as follows:

Bidder's Name
Specifications 387
Brand and Catalog Number
Item Number

The samples shall be delivered to the ATTN VENDOR LIAISON CENTER, LOS ANGELES DEPARTMENT OF WATER AND POWER, 111 N HOPE ST RM L43, LOS ANGELES CA 90012.

Samples will not be returned to the bidder.

The successful bidder shall also complete the City of Los Angeles Department of Water and Power Annual Recycled-Content Report Form Fiscal Year July 1 to June 30, on an annual basis. The Annual Recycled-Content Report Form is attached to the end of these specifications.

10. Bidder Campaign Contribution and Fundraising

Restrictions: In accordance with the City of Los Angeles Charter Section 470(c)(12) and related ordinances, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a bid to the Department until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

As part of their bid submittal to the Department, bidders shall complete, sign, and attach the City Ethics Commission's "CEC Form 50" (1 page) and "CEC Form 55" (3 pages) affidavits in Division C1. The affidavits require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders shall also notify their principals and subcontractors in writing of the restrictions and include the

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DIVISION B2**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

notice in contracts with subcontractors. Bids submitted without completed "CEC Form 50" and "CEC Form 55" affidavits shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

END OF DIVISION

PART C - BIDDING DOCUMENTS

**DIVISION C1
BIDDING FORMS**

IMPORTANT NOTICE

**BIDDERS SHALL COMPLETE AND
SUBMIT ALL PAGES IN THIS
DIVISION:**

ELECTRONICALLY USING THE eRSP SYSTEM

OR

IN HARDCOPY FORMAT

**IN ACCORDANCE WITH
SUBARTICLES 1 (b) and 1 (c)
OF DIVISION B1.**

**ALL BID SUBMITTALS SHALL BE RECEIVED
AT OR BEFORE 2:00 P.M. ON THE BID
OPENING DATE OR THE BID WILL BE
DEEMED NON-RESPONSIVE.**

DIVISION C1

Spec. 387

P R O P O S A L

The undersigned hereby proposes to **furnish and deliver** to the Department of Water and Power of The City of Los Angeles **Water-Filled Shade Balls for Various Reservoirs** in accordance with **Specifications 387**.

The undersigned agrees, upon the acceptance of this Proposal, to enter into and execute a contract consisting of the documents identified in Part D of said Specifications for furnishing and delivering the items embraced in the accepted Proposal at the prices named in the eRSP system and to adhere during the performance of the contract to an affirmative action program as required by applicable law.

The undersigned declares under penalty of perjury that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person or entity not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date _____, 20__

Bidder _____

Address _____

Signed by _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title)

CONTRACT SIGNATURE PAGE

This document, upon execution by the Board of Commissioners of the Los Angeles Department of Water and Power, acknowledges the apparent successful bidder and upon receipt of this document, the Department of Water and Power, a department organized and existing under Charter of the City of Los Angeles, a municipal corporation of the State of California, hereinafter called the "Department," and

(Contractor's Company Name)

corporation, hereinafter called the "Contractor," hereby agree:

The Contractor, in consideration of the payment agreed to be made hereunder to said Contractor by the Department agrees to furnish and deliver to the Department, and the Department agrees to receive delivery of and to pay for, the items hereinafter set forth, all in accordance with the specifications, addenda dated _____

and the Contractor's proposal, a copy of each of which is attached hereto and made a part hereof.

WATER-FILLED SHADE BALLS FOR VARIOUS RESERVOIRS
(Title of Contract - For Department Use Only)

Name and Signature Required: Contractor's Chairman of Board of Directors,
President, or Vice-President

and

Name and Signature Required: Contractor's Secretary, Assistant Secretary,
or Chief Financial Officer

The City Affirmative Action Requirements have been subscribed to, approved, and are incorporated herein by reference and made a part hereof.

In **WITNESS WHEREOF**, the parties hereto have executed this agreement under date of _____
(For Department Use Only)

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES
BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By _____
RONALD O. NICHOLS
General Manager

and _____
Board Secretary

Spec. 387

**City of Los Angeles
Department of Water and Power**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The Undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. "Principal owner" means any person who owns an interest of 10 percent or more of the business or of a subcontractor assigned to City work. If there are no principal owners, please so indicate with an X here: _____ (no principal owners)
4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date



**Please check if company has already submitted to DWP
certification relative to Child Support Obligations Ordinance.**

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Certification

CEC Form 50

Bid/Contract Number:	Department:
Name of Bidder:	Phone:
Address:	
Email:	

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:


- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

	City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 978-1960	<h2 style="margin: 0;">Bidder Contributions</h2> <h3 style="margin: 0;">CEC Form 55</h3>
ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.		
Bid/Contract Number (or other identifying information if no number): _____		Date Bid Submitted: _____
Description of Contract: _____ _____		
Awarding Authority (Department): _____ _____		
BIDDER Name: _____ Address: _____ Email (optional): _____ Phone: _____ State Contractor I.D.: _____ <i>Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".</i>		
PRINCIPALS Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.		
Name: _____ Title: _____ Address: _____		
Name: _____ Title: _____ Address: _____		
Name: _____ Title: _____ Address: _____		
Name: _____ Title: _____ Address: _____		
Name: _____ Title: _____ Address: _____		
Name: _____ Title: _____ Address: _____		
<input type="checkbox"/> _____ additional sheets are attached.		
<input type="checkbox"/> Bidder is an individual with no principals.		



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions

GEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____
 Subcontractor: _____

_____ additional sheets are attached. Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: _____ Signature: _____
 Name: _____
 Title: _____

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contact Number

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract

City Contact Person

Phone

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address

City

State

Zip

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has the firm changed names in the past five years?

Yes No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

3. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

4. Is your company in the process of, or in negotiations toward, being sold?
 Yes No

If **Yes**, explain the circumstances on Attachment B.

5. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

E. PERFORMANCE HISTORY

6. How many years has your firm been in business? _____ Years.

7. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

8. In the past five years, has your firm ever had a contract, whether with a governmental entity or with a private individual or entity, terminated prior to completion of the contract?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

9. In the past five years, has your firm been denied an award of a contract based on a finding by a governmental entity that your company was not a responsible bidder or contractor?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

10. In the past five years, has your firm been a defendant in any employment-related litigation brought by an employee, which has been adjudicated in favor of the employee(s)?
 Yes No

If **Yes**, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

11. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

12. In the past five years, has your firm or any of its owners, or partners been cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

13. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

14. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "your firm" includes any owners, or partners in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

15. In the past five years, has your firm or any of its owners been convicted of a crime or been found liable in a civil suit involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury or bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting additional information.

Page _____

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to provide additional information or explanations as requested in the text above.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting additional information.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR SECTION G, QUESTION NO. 12

Check **Yes** in response to Question No. 12 if your firm or any of its owners, partners or officers, have ever been cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN
NON-CONSTRUCTION CONTRACTOR

The LAAC provides that the requirements of the program shall, as far as practicable, be similar to those adopted in applicable Federal Executive Orders. Such requirements are codified in the Code of Federal Regulations, Title 41, Chapter 60 and Executive Order 11246.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the labor pools from which the contractor recruits and selects. Affirmative action programs contain a diagnostic component which includes a number of quantitative analyses designed to evaluate the composition of the workforce of the contractor and compare it to the composition of the relevant labor pools. Affirmative action programs also include action-oriented programs. If women and minorities are not being employed at a rate to be expected given their availability in the relevant labor pool, the contractor's affirmative action program includes specific practical steps designed to address this underutilization. Effective affirmative action programs also include internal auditing and reporting systems as a means of measuring the contractor's progress toward achieving the workforce that would be expected in the absence of discrimination.

An affirmative action program also ensures equal employment opportunity by institutionalizing the contractor's commitment to equality in every aspect of the employment process. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to evaluate the impact of those systems on women and minorities.

An affirmative action program is, thus, more than a paperwork exercise. An affirmative action program includes those policies, practices, and procedures that the contractor implements to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and every other term and privilege associated with employment. Affirmative action, ideally, is a part of the way the contractor regularly conducts its business.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following **AFFIRMATIVE ACTION PROGRAM** provisions as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et. seq. of such contract:

Per LAAC Section 10.8.4(K)(2), a contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

As provided by LAAC Section 10.8.4(K), this document sets forth the City of Los Angeles Affirmative Action Plan approved by the Office of Contract Compliance. In accordance with LAAC Section 10.8.4(M) the Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage.

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the Affirmative Action Plan shall also consist of the following:

1. The contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:
 - (a) Recruit and make efforts to obtain such employees through:
 1. Advertising employment opportunities in minority and other community news media.
 2. Notifying minority, women and other community organizations of employment opportunities.
 3. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 4. Encouraging present minority, women and other employees to refer their friends and relatives.
 5. Promoting after school and vacation employment opportunities for minority, women and other youth.
 6. Validating all job specifications, selection requirements, tests, etc.
 7. Maintaining a file of the names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
 8. Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.
 - (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
 - (d) Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
 - (e) Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
 - (f) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.

CITY OF LOS ANGELES AFFIRMATIVE ACTION PLAN

- 2. The contractor shall make a good faith effort with respect to apprenticeship and training programs to:
 - (a) Recruit and refer minority, women and other employees to such programs;
 - (b) Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities;
 - (c) Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.

- 3. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et. seq. and agree to comply with them while under contract as set forth therein.

Executed this ___ day of _____, in the year 20___, at _____, _____
(City) (State)

COMPANY NAME

BAVN COMPANY ID

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE/E-MAIL

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- 1. Hiring practices;
- 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
- 3. Training and promotional opportunities; and
- 4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.

2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

_____	_____
COMPANY NAME	BAVN COMPANY ID
_____	_____
NAME AND TITLE (TYPE OR PRINT)	ADDRESS
_____	_____
AUTHORIZED SIGNATURE	CITY, COUNTY, STATE, ZIP

TELEPHONE/E-MAIL	

Spec. 387

City of Los Angeles
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
 Phone: (213) 847-2625 – Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Your company must certify compliance with Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, Equal Benefits Ordinance (EBO), prior to the execution of a City agreement the value of which exceeds \$5,000.

SECTION 1. CONTACT INFORMATION

Project Name: _____ BAVN Company ID # _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ E-mail: _____

Approximate Number of Employees in the United States: _____

Approximate Number of Employees in the City of Los Angeles: _____

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. A contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract.
- B. A contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City.
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and Rules and Regulations and have determined that compliance shall be effectuated as indicated below:

- I have previously contracted with the City of Los Angeles, been determined to be in compliance with the EBO, and have **NOT** altered my benefits programs as they relate to providing equal coverage to an employee's spouse/domestic partner.
- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits in accordance with the City of Los Angeles EBO.
- I provide employees a "Cash Equivalent" in accordance with EBO Regulation #4.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA (Refer to Regulation #4).
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins (Date) _____.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority; the Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

_____ will comply with the Equal Benefits Ordinance requirements
Company Name
 as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year 20____, at _____, _____
(City) (State)

 Signature

 Mailing Address

 Name of Signatory (please print)

 City, State, Zip Code

 Title

 EIN/TIN

CITY OF LOS ANGELES
Department of General Services
Office of the Purchasing Agent
(213) 928-9525

CONTRACTOR CODE OF CONDUCT

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets of ethical business practices are disregarded in some workplaces, commonly referred to as "sweatshops."

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City's procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City's ethical contractors are placed at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City's proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City's Contractor Code of Conduct and to promise the following:

- (a) To comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace and employment discrimination.
- (b) To comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
- (c) To take good faith measures to ensure, to the best of the contractor's knowledge, that the contractor's subcontractors also comply with the City's Contractor Code of Conduct.
- (d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage which is comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power index.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City's Contractor Code of Conduct and agree to comply with its requirements.

 Signature of Officer or Authorized Representative

 Date

 Print Name and Title of Authorized Representative

 Print Company Name, Address and Phone Number

Return to: Department of Water & Power
 Contract Compliance Office
 Buy Recycled Program
 PO Box 51111, Room 1153
 Los Angeles, CA 90051-0100

CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
RECYCLED-CONTENT CERTIFICATION FORM
 (In Accordance with Bid Writing System-Code RR1)

BID/SPEC NO. 387 COMMODITY _____ VENDOR CODE NUMBER _____

DOES YOUR BID CONTAIN RECYCLED MATERIAL (Please Check a Box)? YES NO If yes, please complete form and sign below.
 If no, please sign below.

Bid Item Number	Item Description	Total Recycled Content	Post-Consumer Recycled Content *	Pre-Consumer of Secondary Recycled Content**	Nature of Goods and Services Provided	Manufacturer of Goods to be Provided
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND THAT THE FOREGOING WAS EXECUTED AT

_____ ON _____
 City/State/Country Date Name of Company

_____ Telephone _____
 Address (City, State, Zip Code) Fax Number

_____ Print Name
 Signature of Authorized Officer or Representative

*Material that would normally be disposed of as a solid waste having completed its life cycle as a consumer item.
 **A virgin resource converted into a commodity of real economic value and which includes postconsumer waste, but does not include fibrous waste generated during the manufacturing process, such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust or other wood residue.
 NOTE: The Department of Water and Power defines a recycled product as a product containing a minimum of 10% postconsumer content, as measured by weight, number, etc. whichever is most appropriate.
 REVISED 09.19.02

PART C - BIDDING DOCUMENTS

DIVISION C2 - PROPOSAL SCHEDULE

BIDDERS SHALL ENTER ALL PRICES AND PRICING RELATED INFORMATION ONLY IN THE eRSP SYSTEM IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

1. GENERAL:

a. All pricing on the eRSP system shall be in the currency of the United States of America.

b. The bidder shall complete price fields for items published in the eRSP system in accordance with the Award Statement specified at the end of this Division.

c. On the eRSP system, price and price-related fields shall be completed with numerical values only and bidders shall be responsible for reviewing all entries for accuracy and completeness.

d. When line items are not part of the bid evaluation process, the "estimated quantity for comparison of bids" will be indicated as 0 (zero). For such line items, bidders are still required to enter prices in the eRSP system. The Department encourages bidders to offer competitive prices.

2. TAXES: Quoted prices on the eRSP system shall be exclusive of all applicable sales, use taxes, and Federal excise taxes.

DIVISION C2**Spec. 387
PROPOSAL SCHEDULE**

ITEM	DESCRIPTION	ESTIMATED QUANTITY FOR COMPARISON OF BIDS
	Proposal is hereby made to furnish and deliver to the Department, care of the Maintenance & Construction Supervisor, f.o.b. destination via trucks, to Upper Stone Canyon Reservoir located at 15000 ½ Mulholland Drive, Los Angeles, CA 90077, or alternately to the Los Angeles Reservoir located at 13101 Sepulveda Boulevard Sylmar, CA 91342, in accordance with Specifications 387, the following:	
1	Shade ball, 4-inch diameter, black, UV-stabilized high density polyethylene (HDPE). Partially filled with potable water. Smooth, spherical shape. NSF/ANSI 61 certified. Total weight with potable water shall be between 240 and 260 grams. 10-year warranty.	6,400,000

THE BIDDER SHALL SUBMIT A COMPLETE BID ON ALL ITEMS. ANY AWARD MADE HEREUNDER WILL INCLUDE ALL ITEMS IN A SINGLE CONTRACT.

NO COMBINED AWARD DISCOUNT PLANS ACCEPTED: Combined award discount plans will not be considered in the bid evaluation of these specifications. Therefore, bidders shall leave the "Combined Award Discount Plans" page in the eRSP system blank. If the bidder enters a "percent discount" in the "Combined Award Discount Plans" page of the eRSP system the "percent discount" will be read and considered as zero.

PRICES: The price or prices shall be firm, and all pricing shall be in the currency of the United States of America.

END OF DIVISION

PART C - BIDDING DOCUMENTS

**DIVISION C3
DETAILED BID INFORMATION**

IMPORTANT NOTICE

**BIDDERS SHALL COMPLETE AND
SUBMIT ALL PAGES IN THIS
DIVISION:**

**ELECTRONICALLY USING THE eRSP SYSTEM
OR
IN HARDCOPY FORMAT
IN ACCORDANCE WITH
SUBARTICLES 1 (b) and 1 (c)
OF DIVISION B1.**

**ALL BID SUBMITTALS SHALL BE RECEIVED
AT OR BEFORE 2:00 P.M. ON THE BID
OPENING DATE OR THE BID WILL BE
DEEMED NON-RESPONSIVE.**

PART C - BIDDING DOCUMENTS

DIVISION C3 - DETAILED BID INFORMATION

1. Name and Form of Business Organization: The bidder shall state below the name and form of the bidder's business organization.

Name of bidder's business organization:

Bidder is a _____
(Corporation, Partnership, Limited Partnership,
Individual, or Individual doing-business-as a firm)

If a corporation, the bidder shall state below the names of the President and of the Secretary. If a partnership, the bidder shall state below the names of the partners and general partner. All documents in Division C1 shall be signed by a duly authorized representative on behalf of the single and distinct business organization named above.

2. Bidder's Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN): The bidder shall state below the bidder's BTRC account number or, if exempt, the VRN:

3. Established Agent or Representative:

Name _____ Telephone No. _____

Address _____

Spec. 387

DIVISION C3**DETAILED BID INFORMATION**

4. **Person to Contact:** Should the Department desire information concerning this proposal, please contact:

Primary Contact:

Name _____

Address _____

Telephone No. (____) _____ Fax No. (____) _____

E-Mail Address _____

Alternate Contact:

Name _____

Address _____

Telephone No. (____) _____ Fax No. (____) _____

E-Mail Address _____

5. **Cooperative Purchasing With Other Governmental Agencies:** The bidder shall state below if the bidder will allow cooperative purchasing with other governmental agencies, in accordance with the Article titled "Cooperative Purchasing With Other Governmental Agencies" in Division B1, under any purchase order or contract resulting from these specifications.

(Yes or No)

6. **Local Business Preference Program Documentation:** In accordance with the Article titled "Local Business Preference Program" in Division B2, bidders shall furnish all required Local Business Preference Program related information to be eligible for a bid preference.

A bid preference will be granted under ONLY one of the following three qualifications.

a. If the bidder is qualified and is registered on the LABAVN system to be certified as a Local Business, the bidder shall state its BAVN ID Number.

BAVN ID: _____

Spec. 387

DIVISION C3**DETAILED BID INFORMATION**

The Department will use the BAVN ID Number to verify the registration and certification status of the bidder.

b. If the bidder is **NOT** qualified as a Local Business and it identifies qualifying Local Subcontractor(s) to perform work under the contract, the bidder shall list each proposed Local Subcontractor's name, the corresponding estimated dollar amount, and BAVN ID Number on the table shown below. Each Local Subcontractor shall register on the LABAVN system to be certified as a Local Business. The BAVN ID Numbers of Local Subcontractors will be used by the Department to verify the registration and certification status of each Local Subcontractor.

Name of Local Subcontractor	Estimated Dollar Amount	BAVN ID Number

(To list more Local Subcontractors, attach additional sheets with identical table headings.)

c. If the bidder is participating as a Provisionally Qualified Local Business, the bidder shall download, complete, and submit a "Provisionally Qualified Local Business - Affidavit of Eligibility" form as part of its bid submittal. The form is available for download at the City of Los Angeles, Bureau of Contract Administration's website located at: http://bca.lacity.org/site/pdf/general/PQLBP_Affidavit.pdf.

7. **Bidder's Statement of Experience:** The bidder shall state in the following table the bidder's experience, if any, in furnishing water-filled shade balls similar to those described herein.

DIVISION C3

DETAILED BID INFORMATION

Purchaser (Business Name & Address)	Purchaser Contact Info (Name, Email, Telephone #)	Ball Furnished (Size, Material, Air- or Water- Filled)	Ball Manufacturer	Quantity Furnished	Date or Period Furnished

DIVISION C3

DETAILED BID INFORMATION

8. Detailed Information: The bidder shall provide the following detailed information for the water-filled shade ball to be furnished:

NSF-61-CERTIFIED SHADE BALL MANUFACTURER(S) :

Name of Manufacturer(s) :

1 _____

2 _____

Location(s) of NSF-Certified Point of Manufacture:

1 _____

2 _____

HIGH DENSITY POLYETHYLENE (HDPE) SUPPLIER(S) :

Name of HDPE Supplier(s) :

1 _____

2 _____

Location of Point of HDPE Supplier(s) :

1 _____

2 _____

POTABLE WATER SOURCE(S) :

Name of Source(s) of Water for Filling Shade Balls:

1 _____

2 _____

Do these sources of potable water comply with Title 22, Division 4, Chapter 15 of the California Code of Regulations?

(Yes or No)

9. Production Equipment: The bidder shall provide relevant information, if any, of each manufacturer's current

DIVISION C3

DETAILED BID INFORMATION

shade ball production equipment that will be used to execute this contract. Attach additional sheets as may be necessary.

Bidders who require ordering equipment to execute any part of this contract shall indicate the lead time (in weeks) to have the equipment operational from the date of award of contract.

Shade Ball Manufacturer: _____

Blow-molding Machine Type	Daily Production Capability	Currently Own or Will Order?	Weeks to Order & Prepare New Equipment

Filling Machine Type	Daily Filling Capability	Currently Own or Will Order?	Weeks to Order & Prepare New Equipment

Sealing Machine Type	Daily Sealing Capability	Currently Own or Will Order?	Weeks to Order & Prepare New Equipment

10. Production Proposal: The bidder shall assume the Department will require an order of 6,400,000 shade balls within a 360 calendar day period starting immediately after they are

Spec. 387

DIVISION C3**DETAILED BID INFORMATION**

issued the Notice to Proceed. The bidder shall provide a proposed production schedule below to meet these anticipated orders.

Number of Days After Contract Award Date	Shade Ball Quantity To Be Delivered	Shade Ball Cumulative Total To Be Delivered
30		
60		
90		
120		
150		
180		
210		
240		
270		
300		
330		
360		

END OF DIVISION

PART D - DIVISION D1

THE CONTRACT DOCUMENTS

The documents listed in the Table of Contents, the Reference Specifications, any documents listed below, and the bidding documents as expressly agreed to by the Board shall constitute the contract. Said documents are complementary and require complete and finished work. Anything shown or required of the Contractor in any one or more of said documents shall be as binding as if contained in all of said documents. The Contractor shall not be allowed to take advantage of any error, discrepancy, omission, or ambiguity in any document, but shall immediately report to the Engineer, in writing, any such matter discovered. The Engineer will then decide or correct the same, and that decision shall be final.

Documents listed below are included and are part of these specifications.

OTHER DOCUMENTS

Annual Recycled-Content Report Form,
Rev. 05/29/2003 (1 Page)

END OF DIVISION

PART E - DIVISION E1

GENERAL CONDITIONS

1. **Definitions:** The following words shall have the following meanings:

a. **Board:** The Board of Water and Power Commissioners of The City of Los Angeles.

b. **Department:** The Department of Water and Power of the City of Los Angeles.

c. **Chief Engineer:** The General Manager, the Chief Engineer, or the Assistant General Managers.

d. **Engineer:** The General Manager of the Department, or the General Manager's authorized representatives acting within the limits of the duties entrusted to them.

e. **Director of Supply Chain Services:** The Director of Supply Chain Services, Director of Purchasing Services, or the Assistant Directors of Purchasing Services, of the Department.

f. **Bidder:** The person, firm, or corporation adopting and submitting a proposal under these specifications.

g. **Contractor:** The person, firm, or corporation appointed to whom the contract is awarded.

h. **Subcontractor:** A person, firm, or corporation, other than the Contractor and employees thereof, who supplies labor or materials on a portion of the work.

i. **Material Supplier:** An individual or company who manufactures the material consumed on the work for improvement. The material shall be subject to the "or equal" provision of California law, as specified in the article titled "Specified Materials or Equivalent" in Division B1.

j. **Reference Specifications:** Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in these specifications. These refer to the latest edition, including amendments, published and in effect at the date of advertising these specifications, unless specifically referred to by edition, volume, or date.

k. **Directed, Required, Approved, Etc.:** The words "directed", "required", "approved", "permitted", "ordered", "designated", "prescribed", "instructed", "acceptable", "accepted", "satisfactory", or similar words shall refer to actions, expressions, and prerogatives of the Engineer, unless otherwise expressly stated.

2. **Materials and Work:** All materials and work shall comply with these specifications. All materials and equipment furnished shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All work shall be done by qualified workers in a thorough manner. Materials or quality of work not definitely specified, but incidental to and necessary for the work, shall conform to the best commercial practice for the type of work in question.

3. **Nondiscrimination:** The Contractor shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age, or physical handicap. The applicable provisions of Executive Order No. 11246 of September 24, 1965 and Section 10.8 of the Los Angeles Administrative Code pertaining to nondiscrimination are all incorporated herein.

4. **Governing Law:** This contract was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.

All litigation arising out of, or relating to this contract, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Department and Contractor shall irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and shall waive any defense of *forum non conveniens*.

The Parties knowingly and voluntarily agree that any agreement arising from these specifications or the sale of any products by Contractor to Department related to these specifications shall not be subject to the provisions of the United Nations Convention of Contracts for the International Sale of Goods (CISG).

5. **Patents:** The Contractor shall fully indemnify the Department against any and all liability whatsoever by reason of any alleged infringement of any patent on any article, process, method, or application used in the construction of the work, or

by reason of use by the Department of any article or material furnished under this contract.

6. Contractor's Address and Legal Service: The address given in the proposal shall be considered the legal address of the Contractor and shall be changed only by written notice to the Department. The Contractor shall supply an address to which certified mail can be delivered. The delivery of any communication to the Contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Contractor at such address, shall constitute a legal service thereof.

7. Assignment of Contract Prohibited: The Contractor shall not assign or otherwise attempt to dispose of this contract, or of any of the moneys due or to become due thereunder, unless authorized by the prior written consent of the Chief Engineer. No right shall be asserted against the Department, in law or equity, by reason of any assignment or disposition unless so authorized.

If the Contractor, without such prior written consent, purports to assign or dispose of the contract or of any interest therein, the Department, at its option, may terminate the contract, and the Department will be relieved and discharged from any and all liability and obligations to the Contractor and to any assignee or transferee thereof.

8. Quality Assurance: All materials or equipment furnished and delivered under the contract shall be subject to rigorous inspection by the Engineer. Before offering any material or equipment for inspection or testing, the Contractor shall eliminate all materials and equipment which are defective or which do not meet the requirements of these specifications. If any materials or equipment are found not to meet the requirements of these specifications, the lot or any faulty portion thereof may be rejected. The fact that the materials or equipment have been successfully inspected, tested, or accepted by the Engineer shall not relieve the Contractor of responsibility in case of later discovery of flaws or defects.

The expense of the initial acceptance tests, after receipt at the Department's specified receiving points, will be borne by the Department. The expense of subsequent tests will be charged against the Contractor when due to failure of first-offered materials or equipment to comply with these specifications.

9. Extra Work or Changes by Department: The Department reserves the right at any time before final acceptance of the entire work to order the Contractor to perform extra work, furnish extra material or equipment, or to make changes altering, adding to, or deducting from the work, without invalidating the contract. Changes shall not be binding upon either the Department or the Contractor unless made in writing in accordance with this Article.

Changes shall originate with the Engineer who will transmit to the Contractor a written request for a proposal covering the requested change, setting forth the work in detail, and including any required supplemental plans or specifications. Upon receipt of such request, the Contractor shall promptly submit in writing to the Engineer a proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit, for the proposed change. Failure of the Contractor to include a request for extension of time in the proposal shall constitute conclusive evidence that such extra work or revisions will entail no delay and that no extension of time will be required.

If the Contractor's proposal is accepted and authorized by the Board or by the Director of Supply Chain Services, a written Change Order will be issued by the Chief Engineer or by the Director of Supply Chain Services, stating that the extra work or the change is authorized and granting any required adjustments of contract price and of time of completion.

The performance of extra work or changes pursuant to Change Order shall be in accordance with the terms and conditions of these specifications. No extra work shall be performed or change be made unless pursuant to such written Change Order, and no claim for an addition to the contract price shall be valid unless so ordered.

10. Changes at Request of Contractor: Changes which are legally permissible may be made to facilitate the work of the Contractor. Such changes may only be made without additional cost to the Department and without extension of time. Permission for such changes shall be requested in writing by the Contractor to the Engineer, whose decision will be in writing and will be final.

11. Time is of the Essence and Extensions of Time: Time is of the essence of the contract. Delivery shall be completed within the times and by the dates specified. Time for delivery shall not be extended except as provided in this Article.

If the Contractor makes a timely written request in accordance with this Article, the time for delivery will be extended by a period of time equivalent to any delay of the whole work which is: (1) authorized in writing by the Board or by the Director of Supply Chain Services acting through the Chief Engineer, or (2) caused solely by the Department, or (3) due to unforeseeable causes (such as war, strikes, or natural disasters) and which delay is beyond the control and without the fault or negligence of the Contractor and the subcontractors.

The Contractor shall promptly notify the Engineer in writing at both the beginning and ending of any delay, of its cause, its effect on the whole work, and the extension of time claimed. Failure of the Contractor to provide such written notices and to show such facts shall constitute conclusive evidence that no excusable delay has occurred and that no extension of time is required.

The Engineer will ascertain the facts and the extent of the delay and will extend the time for delivery when the Engineer's findings of fact justify such an extension. The Engineer's determination will be final and conclusive.

The Department will be responsible for extensions of time as herein provided, but will not otherwise be responsible in any manner or to any extent for damage directly or indirectly suffered by the Contractor by any delay.

12. Protests and Claims: If the Contractor considers any demand of the Engineer to be outside of the requirements of the contract, or considers any amount of payment, or any record, ruling, or other act or omission by the Engineer to be unreasonable, the Contractor shall promptly deliver to the Chief Engineer a written statement of the protest and of the amount of compensation claimed.

Upon written request by the Chief Engineer, the Contractor shall provide access to all records containing any evidence relating to the claim or protest.

Upon review of the protest, claim, and evidence, the Chief Engineer will promptly advise the Contractor in writing of the Chief Engineer's final decision which shall be binding on all parties.

The requirements of this Article shall be in addition to, and shall not be construed as waiving, claims provisions of the Los Angeles City Charter and of the Government Code of the State of California. The Contractor is deemed to have waived and does waive all claims for extensions of time and for compensation

in addition to the contract price except for protests and claims made and determined in accordance with this Article.

13. Attorney Fees and Costs: If any dispute arises under this contract, the Department and Contractor agree that in any action to enforce the terms of this contract that the Department and Contractor shall be responsible for their respective attorney fees and costs.

14. Indemnification: The Contractor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all their officers and employees, and, at the option of the Department, to defend the Department and any and all of their Boards, officers, agents, representatives, employees, assigns, and successors in interest from and against all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person, including the Contractor's employees and agents, or damage or destruction to any property, including loss of use, of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this contract on the part of the Contractor or the Contractor's officers, agents, employees, or subcontractors, except for the active negligence or willful misconduct of the Department, its Board, officers, agents, representatives, or employees.

15. Right to Audit: The Contractor and the Contractor's subcontractors and suppliers shall be subject at any time with 7 calendar days prior written notice to audits by the Department or the Department's agents, collectively defined as "Authorized Auditors", relating to all billings and to verify compliance with all contract requirements relative to practices, methods, procedures, and documentation. The Authorized Auditors shall have access to all records and data relating to the contract and change orders. The audits will be performed using FAR, Part 30 and 31, et seq., generally accepted accounting practices and principles, and any other applicable City, State and Federal government audit standards. The Contractor shall maintain and the Authorized Auditors will have the right to examine and audit all books, records, documents, accounting procedures and practices, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the contract. Any information provided on machine-readable media shall be provided in a format accessible and

readable by the Authorized Auditors. The Contractor shall not, however, be required to furnish the Authorized Auditors with commonly available software. If the Contractor, the Contractor's subcontractors and/or suppliers are required to submit cost or pricing data in connection with the contract and/or the Contract Amendment, the Authorized Auditors will have the right to examine all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. The Authorized Auditors will also have the right to reproduce, photocopy, download, transcribe, and the like any such records. The Contractor shall make said evidence or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge.

The Contractor and the Contractor's subcontractors and suppliers shall keep and preserve all records during the performance of the work and under the provision of this contract not less than 4 years past final payment, or until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, records that relate to the contract, claim, change order, dispute, litigation, or costs or items to which an audit exception has been taken shall be maintained and shall be made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.

The Contractor, the Contractor's subcontractors and suppliers shall account for and be responsible for unallowable costs and mutually agreed unallowable costs. The detail and depth of records required as backup support for proposals, billings, or claims shall be that which adequately establishes and maintains visibility of identified unallowable costs, costs directly associated to unallowable costs, and allowable costs.

The entire contract and all changes are subject to audit. Changes with an absolute value of one hundred thousand (\$100,000) dollars or more shall require an audit. The Department may waive the right to audit where there was adequate price competition, an established catalog or market prices for commercial items sold in substantial quantities to the public, and/or prices set by law or regulation.

The Contractor shall maintain and segregate cost and pricing data, books, records, documents, and any other accounting evidence sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred by a Contract Amendment, including a change order.

DIVISION E1**Spec. 387
GENERAL CONDITIONS**

For a period of 4 years from the date of Final Payment under the contract, and prior to the execution of any Contract Amendment that exceeds an absolute value of one hundred thousand dollars (\$100,000), the Authorized Auditors will have the right to examine all books, records, documents, and any other applicable data or evidence that relate to the negotiation and/or performance of the contract and/or a Contract Amendment for the purpose of evaluating the accuracy and completeness of the cost or pricing data submitted by the Contractor. To the extent that the examination reveals inaccurate, incomplete, or non-current data, the data shall be considered defective; if the audit indicates the Contractor has been overpaid under a previous payment application, such overpayment, after 10 calendar days notice to the Contractor, shall be paid to the Department. Repayment or crediting by the Contractor, and the Contractor's subcontractors and suppliers, for billing inaccuracies and unallowable costs shall be repaid with a 10% annual interest charge, from the date invoice payment was received by the Contractor from the Department.

The Authorized Auditors may require that the Contractor supply appropriate documentation to support the costs or prices proposed for a Contract Amendment, including a change order, and will refuse to complete negotiations until satisfactory documentation is submitted. The Contractor's books, records, documents and any other applicable data or evidence that relate to the negotiations and/or performance of the Contract Amendment shall be subject to audit and inspection.

Also subject to audit shall be the Contractor's records, books, documents and any other applicable data or evidence relating to those items on a billing that relates to:

- a. Work performed under the contract and/or a change order;
- b. Goods not yet incorporated into the work;
- c. Services or work performed under a contract amendment negotiated on an indefinite quantity basis; and
- d. Fixed-price change orders to validate the claimed percentage of completion on the payment application.

Notwithstanding the foregoing, if the audit reveals that the overpayment is more than 5% of the billing, the Contractor shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the audit.

The Department shall have the right at any time without notice to Contractor to setoff against any amount due Contractor from the Department under this contract or any other contract.

The Department will have the right to conduct a closeout audit on every contract relating to the entire contract, including but not limited to, any and all change orders.

16. Invoice Attestation: The Contractor shall include a signed attestation with every invoice stating, "Contractor is advised that submission of a false claim for payment to the Department may subject the Contractor to liability under the False Claims Act, (California Government Code Section 12650). The Contractor certifies that all work performed or materials provided, or both for which this invoice/bill is submitted is in strict accordance with the terms and conditions of the subject contract between the Department and the Contractor."

END OF DIVISION

PART E - DIVISION E2

ADDITIONAL GENERAL CONDITIONS

1. City Business Tax Requirements: The Contractor shall obtain and shall keep in full force and effect during the term of the contract all business tax registration certificates (BTRCs) required by the City of Los Angeles Business Tax Ordinance, covered under Article 1, Chapter II, Section 21.00 of the Los Angeles Municipal Code or, if exempt, a vendor registration number (VRN).

The Contractor's current BTRC number or, for those Contractors that are exempt, a VRN shall be shown on all invoices submitted for payment. Failure to do so may delay payment.

For additional information regarding applicability of the City Business Tax Registration, the Contractor shall contact the Los Angeles City Office of Finance at (213) 473-5901.

2. Guarantee: The Contractor shall guarantee for a period of ten years after delivery that all equipment, materials, and quality of work furnished in that delivery shall be free from defects.

The Contractor shall repair or replace, f.o.b. contract delivery point, all such defective equipment, materials, and quality of work per Division F2.

3. Payment: Payment will be made within 30 calendar days after receipt of invoice.

It is the Department's intent to self accrue the applicable use taxes under this contract. The use taxes which are self accrued will be remitted directly to the State of California pursuant to the Department's permit with the State Board of Equalization.

4. Invoices: The Contractor shall furnish one separate invoice per calendar week for the prior week's deliveries of water-filled shade balls.

Invoices shall be submitted in triplicate to the ACCOUNTS PAYABLE SECTION, LOS ANGELES DEPARTMENT OF WATER AND POWER, PO BOX 51211 RM 424, LOS ANGELES CA 90051-5511.

Each invoice shall show the contract number, Department's purchase order number, the Engineer's name and

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DIVISION E2**ADDITIONAL GENERAL CONDITIONS**

telephone number, the vendor code number, the City of Los Angeles BTRC account number, or, if exempt, the VRN, and the serial number or other identification of each unit of equipment covered by the invoice. In all cases, the amount of the applicable sales tax or use tax shall be separately stated on the invoice.

Under penalty of perjury, the Contractor shall verify that the work rendered and billings reflected in these invoices are true, accurate, and in compliance with the terms of this contract.

5. Correspondence to the Department: All inquiries relating to these specifications prior to award of contract shall be addressed to the Director of Supply Chain Services.

After award, all correspondence pertaining to performance of the contract shall be addressed as follows:

WATER OPERATIONS DIVISION
ATTN JOSE L. BARRAGAN
LOS ANGELES DEPARTMENT OF WATER AND POWER
PO BOX 51111 RM 1449
LOS ANGELES CA 90051-0100

Re: Contract 387
Subpurchase Order _____ (if applicable)
Water-Filled Shade Balls for
Various Reservoirs

In the interest of time, preliminary post-award correspondence may be sent by electronic mail. The electronic mail address is jose.barragan@ladwp.com.

Correspondence transmitted by electronic mail shall be followed by original copies, delivered by regular mail services. Correspondence sent only by facsimile will not meet submittal requirements.

6. Termination for Breach: If the Contractor violates any condition of the contract, unreasonably delays performance, fails to perform any covenant, or becomes insolvent, the Chief Engineer may notify the Contractor of such breach and instruct the Contractor to discontinue all or any part of the work, or may notify the Contractor that unless the failures are remedied forthwith, the contract will terminate within 10 calendar days or at the time specified by such notice.

The Department shall have no liability and the Contractor shall have no claim for damages for such discontinuance or termination. The provisions of this Article shall be in addition to all other rights and remedies available to the Department under law.

END OF DIVISION

PART F - DETAILED SPECIFICATIONS

DIVISION F1 - SPECIAL CONDITIONS

1. **General:** Under the terms of the contract, the Contractor shall furnish and deliver Water-Filled Shade Balls for the Various Reservoirs, ordered by the Department during the period of one year beginning with date of award of the contract, herein called the "original contractual period".

2. **Agreed Purchase:** The Department agrees to purchase water-filled shade balls in the amount of 25 percent of the estimated amount of the contract (EAC). The EAC will be considered to be the sum total of the dollar amounts of all Items awarded to the Contractor during the contractual period.

The dollar amount under an Item will be considered to be the product of the price, quoted in the eRSP system, times the assumed quantity or quantities for that Item during the contractual period as specified under Division C2.

In consideration of the above agreed purchase and as an additional consideration thereto, the Department, during the contractual period, will have the option of purchasing up to a maximum amount of 125 percent of the EAC. Said option will be exercised by the issuance and delivery to the Contractor of orders for any portion thereof by the Director of Supply Chain Services or by a duly authorized representative.

3. **Estimated Purchase Quantity:** The Department expects to order 6,400,000 water-filled shade balls in accordance with the schedule in Article 4 of this Division. The Department will issue one sub-purchase order each 30 days for the shade ball quantity due as shown. Delivery of the water-filled shade balls shall be required within 30 calendar days after issuance of a sub-purchase order.

Time is of the essence of the contract. In no case will bidders be considered that can not supply the 6,400,000 water-filled shade balls as shown on the schedule.

Each bidder shall provide in their proposal a production schedule by which delivery will be made. The bidder shall assume the Department will require an order of 6,400,000 shade balls within a 360 calendar day period starting immediately after award of contract. The bidder's cumulative total quantity for each 30 calendar day period shall meet or exceed the cumulative totals shown in the Department's schedule. There is no penalty for early delivery.

DIVISION F1**Spec. 387
SPECIAL CONDITIONS**

4. Delivery Schedule: The Contractor shall meet or exceed the delivery requirements listed herein. Bidders not able to meet this schedule will be deemed non-responsive.

<u>Number of Days After Contract Award Date</u>	<u>Shade Ball Quantity Due</u>	<u>Shade Ball Cumulative Total</u>
30	500,000	500,000
60	500,000	1,000,000
90	500,000	1,500,000
120	500,000	2,000,000
150	500,000	2,500,000
180	500,000	3,000,000
210	500,000	3,500,000
240	500,000	4,000,000
270	600,000	4,600,000
300	600,000	5,200,000
330	600,000	5,800,000
360	600,000	6,400,000

DIVISION F1**Spec. 387
SPECIAL CONDITIONS**

5. Delivery: The Contractor shall make deliveries only upon receipt of orders issued by the Director of Supply Chain Services or by a duly authorized representative. The Department reserves the right to specify in said orders the amount of deliveries at the location or locations described in the Proposal Schedule. The Department requires delivery within 30 calendar days after date of such orders. Time is of the essence of the contract. In no case will bids be considered that offer delivery in excess of that specified.

Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m. only, Monday through Saturday, holidays excepted.

Prior to delivery of the first order, and if there is a minimum 7 calendar day gap between shipments, the Contractor shall contact the Engineer no less than 3 calendar days prior to delivery. For each shipment, delivery notifications shall be given to the Maintenance and Construction Supervisor no later than 3:00 p.m. the day prior to delivery.

Shade balls shall be delivered via trucks f.o.b. destination to the Department's Upper Stone Canyon Reservoir located at:

Los Angeles Department of Water and Power
Upper Stone Canyon Reservoir
15000 ½ Mulholland Drive, Los Angeles, CA 90077

The Department will reserve the right to have delivery of any or all of the shade balls produced under this contract alternately delivered directly via trucks f.o.b. destination to the Department's Los Angeles Reservoir located at:

Los Angeles Department of Water and Power
Los Angeles Reservoir
13101 Sepulveda Boulevard, Sylmar, CA 91342

Each bidder shall be responsible for incorporating any cost difference into their pricing.

6. Holidays: Recognized holidays shall be New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of said holidays should fall on a Sunday, the following Monday shall also be considered a holiday; and if a holiday should fall on a Saturday, the previous Friday shall also be considered a holiday.

DIVISION F1**Spec. 387
SPECIAL CONDITIONS**

7. Printed Documents: All printed documents, including drawings and instruction books, if applicable, shall be in the English language. All units of measurement shall be in the foot-pound-second system.

8. Option to Renew Contract: There will be no option to renew this contract beyond the original contractual period of one year.

9. Safety: The Contractor shall comply and require that all subcontractors comply with the requirements specified in Article 4 of Division E1, including, but not limited to, the following:

a. The Contractor shall possess and shall have available at the jobsite, at all times, for inspection by the Engineer, an Injury and Illness Prevention Program (IIPP) complying with CAL/OSHA regulations.

b. The Contractor shall furnish and require all subcontractors to furnish all necessary safety equipment, including, but not limited to, personal protective equipment, safety devices, and safeguards.

c. The Department reserves the right to review safety programs and practices and to make recommendations to the Contractor. Any such review or recommendation by the Department shall not increase the Department's liability or responsibility and shall not relieve the Contractor from providing a safe work environment and complying with legal requirements.

d. If the Department determines that there is a material deviation from any regulatory agency's requirements or the IIPP that could result in serious injury, the Contractor may be ordered to stop work. Failure by the Contractor to comply with any regulatory agency's requirements or the Contractor's IIPP may result in termination of the contract.

10. Shipment: The Department requires a minimum of 50,000 shade balls per shipment. The Contractor shall deliver the shade balls in bulk shipment or in bags of a minimum of 500 shade balls per bag. If shipped in bulk, the Contractor shall provide to the Maintenance and Construction Supervisor a certified weight tag for each shipment. The Department reserves the right to conduct spot weight checks.

DIVISION F1**Spec. 387
SPECIAL CONDITIONS**

All balls shall be clean and oil-free upon delivery. The balls shall be handled in a manner that prevents damage to the balls. If the balls are damaged during transport, the Contractor is responsible for the replacement of the damaged balls.

Each bill of lading shall be plainly marked with the following:

- a. Department's contract number and sub-purchase order number.
- b. Consignee's name and address as shown in the Proposal Schedule.
- c. Shipping weight.
- d. Detailed packing list containing a description of the contents, including quantities and unit identifications.

Shade balls delivered in bags shall be capable of being unloaded from the truck bed with a forklift loader. The bags will be unloaded by the Maintenance and Construction Supervisor and will take approximately 60 to 90 minutes per truck. The site does not have a loading dock, therefore, the forklift loader must be able to access the bags accordingly.

11. Hazardous Substances: The Contractor shall evaluate all substances, used in the materials or the equipment furnished, in accordance with the requirements of General Industry Safety Order 5194 of Title 8 of the California Code of Regulations and Division 5, Chapter 2.5 of the California Labor Code. The Contractor shall furnish a material safety data sheet (MSDS) for each hazardous substance and for each hazardous mixture of substances used. The MSDSs shall be furnished to the Department on or prior to the date of the first delivery of the materials or the equipment.

If the specifications require that the Contractor furnish instruction books, the MSDSs shall also be included in such books.

12. Recycled-Content Products: In accordance with City of Los Angeles Ordinances 168313 and 170485, the Department supports the use of recycled-content products of all types. Recycled-content products help conserve natural resources, including water and energy, and reduce demands upon landfills.

The Ordinances target the purchase of these items as follows:

- a. Paper (various products).
- b. Compost and co-compost.
- c. Glass.
- d. Lubricating oil, Antifreeze.
- e. Plastic.
- f. Solvents and paint, including water-based.
- g. Tires.
- h. Building insulation.
- i. Concrete and cement containing fly ash.
- j. Automobile parts.
- k. Rubber.
- l. Asphalt.
- m. Batteries.
- n. Aggregate rock.
- o. Toner Cartridges.

The Ordinances do not apply to motor vehicles, machinery, or electronic equipment, or to tin, aluminum, or copper.

The recommended minimum amount of recycled content for each product is specified in the U.S. Environmental Protection Agency's (EPA) Comprehensive Product Guide (CPG), which is updated annually. Department contracts for those products and commodities included on the CPG will be written using only recycled-content specifications. The Department may elect to mandate recycled-content levels above those stipulated by the

DIVISION F1**Spec. 387
SPECIAL CONDITIONS**

EPA. "Closing the Loop" does not require the Department's awarding authorities to "disregard product performance standards or guarantees such as efficiency, operating costs, availability, and other appropriate factors in determining the best regular responsible bidder." Nothing in the Ordinances relieves the Contractor from providing a product that "meets all specifications and applicable performance standards."

END OF DIVISION

PART F - DETAILED SPECIFICATIONS

DIVISION F2 - DETAILED REQUIREMENTS

1. **General**: The detailed requirements set forth hereinafter describe water-filled shade balls for Various Reservoirs and shall apply to each water-filled shade ball furnished under these specifications.

2. **Standards-California Code of Regulations (CCR)**:

a. **Shade Ball**: The shade ball shall be certified as meeting the specifications of NSF/ANSI Standard 61 with Addendum 1.0-2005 (Drinking Water System Components - Health Effects) as required by the CCR (Title 22, Division 4, Chapter 16: California Waterworks Standards, Article 7, Section 64591 - Indirect Additives).

b. **Fill Water**: The potable water used to fill the shade ball shall comply with Chapter 15 of Title 22, Division 4 of the CCR for Domestic Water Quality and Monitoring Regulations.

3. **Quality Control (QC) Program**: The Contractor's manufacturer shall have a quality control and assurance program in place throughout the duration of the contract.

a. **Quality Control Manager**: The Contractor's manufacturer shall designate a qualified employee as the Quality Control Manager to oversee and manage the quality control program. The QC Manager shall be responsible for maintaining and making available records of the QC program.

b. **Quality Control Plan**: The Contractor and his manufacturer shall develop, implement, and document the necessary inspection and testing practices to ensure compliance with these specifications. These practices shall be defined in detail in a written Quality Control (QC) Plan.

The plan shall include, but not necessarily be limited, to the following information:

(1) Testing or inspection methods, frequencies and tools for ensuring the physical properties of the water-filled shade balls.

(2) Sample daily reports for monitoring or logging inspection results. The reports shall allow for the recording of information including date, time, machine number, operator, inspector, batch or lot number, and dimensional and qualitative information of sample balls inspected.

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DETAILED REQUIREMENTS**

(3) Methods for identifying the source, date and extent of defective batches.

(4) Procedures for correcting potential problems including abnormalities in dry and wet weights, diameter, wall thickness, seam splitting and leakage.

(5) Methods for ensuring accurate ball counts.

c. Quality Control Inspections and Checks: In addition to the inspection and testing requirements of the Standards listed in Article 2 of this Division, the Contractor's manufacturer shall perform, as a minimum, the following inspections and checks:

(1) Visually inspect one random shade ball per hour per blow-mold machine, or one shade ball per 2,000 balls produced when production exceeds 2,000 balls/hour/machine, for seam failure, cracks, "soft spots", and other defects.

(2) Weigh and check the dimensions of one random shade ball per hour per blow-mold machine, or one shade ball per 2,000 balls produced when production exceeds 2,000 balls/hour/machine, to ensure each ball weighs a minimum of 40 grams and the diameter and wall thickness comply with these specifications.

(3) Visually inspect one random shade ball per hour per sealing machine, or one shade ball per 2,000 balls produced when production exceeds 2,000 balls/hour/machine for seam failure, cracks, holes and leaks.

(4) Weigh one random shade ball per hour per sealing machine, or one shade ball per 2,000 balls produced when production exceeds 2,000 balls/hour/machine to ensure each water-filled ball weighs between 240 grams and 260 grams.

d. QC Records: The Contractor's manufacturer shall maintain the necessary logs or records to document compliance with the quality control requirements of this specification for the duration of the contract. Upon the Engineer's request, daily records of QC inspections and checks for a requested series of production dates shall be furnished to the Engineer within 5 calendar days.

e. Certified Reports: The Contractor shall provide the Engineer a report prior to each shipment certifying that the water-filled shade balls to be shipped have been thoroughly inspected and comply with the requirements of these specifications. The report shall include a summary of the production dates and the balls produced. The report shall be signed by the Quality Control Manager and should be transmitted to the Engineer by way of electronic mail at least one business

DIVISION F2**Spec. 387
DETAILED REQUIREMENTS**

day prior to shipping. Materials shipped without respecting this requirement may be rejected.

f. Final Acceptance: Final inspection and acceptance will be made upon receipt at the Department's specified delivery point. If any material does not meet the requirements of these specifications, the lot or any faulty portion thereof may be rejected.

4. Department Inspections: The Department has the option of inspecting materials purchased under the contract in the Contractor's mill, factory, yard, or warehouse in accordance with the following:

a. Access: The Engineer will have the right to inspect the Contractor's and the subcontractor's work in the course of manufacture or fabrication and will make such inspections as may be deemed advisable and necessary, provided such inspections will cause no delay in the production of acceptable materials. The Contractor shall furnish, at no additional cost to the Department, reasonable facilities, including tools and instruments, for so doing and for obtaining such information as the Engineer desires, respecting the progress and the manner of the work and the character of the materials used.

5. Shade Ball Technical Requirements:

a. Material: The shade ball shall be blow-molded of potable water grade, virgin high density polyethylene (HDPE). The balls shall be manufactured using an ultraviolet-stabilized black color that resists fading throughout the warranty period. The Contractor shall take into consideration that the shade balls will be exposed to continuous sunlight and immersed in chlorinated or chloraminated drinking water as part of their intended use. The Contractor shall not mix plasticizers or other solvents that are not approved for use in drinking water. The use of recycled HDPE shall not be permitted. The use of reground HDPE shall only be permitted with written approval from NSF International.

The HDPE material used shall be the exact type and from the same supplier(s) as approved by NSF International during the certification process. The Contractor shall maintain records of the HDPE vendor and quantities purchased. These documents shall be made available to the Engineer or Department's representatives upon request.

The ball shall be smooth to the touch. The shade ball shall be free of grooves, pits, tool marks, leaks, cracks,

and excessive soft spots.

The shade ball shall be rigid to a hand squeeze and shall not permanently deform, rupture or leak when dropped onto a hard surface such as asphalt or concrete from a freefall height of six feet.

b. Dimensions and Weight:

(1) The ball shall be spherical in shape. No alternative shapes, sizes or configurations will be considered. The shade ball shall have a 4-inch outer diameter (+/- 0.1-inch). The hollow ball shall have a uniform wall thickness not less than 0.030 inches.

(2) For each ball, the HDPE shall weigh a minimum of 40 grams and the water shall weigh a minimum of 200 grams and maximum of 220 grams. The sealed ball shall weigh between a minimum total of 240 grams and maximum total of 260 grams. The sealed water-filled ball shall be watertight and float in potable water.

c. Logos: Each ball shall have an imprinted non-removable 1-inch high by 1-inch wide manufacturer's or Contractor's logo. If the balls are manufactured at more than one facility, the imprinted logo shall be unique to each. The water-filled shade ball shall also have a logo designating the HDPE material and indicating that the ball is recyclable. The ball shall also bear a logo indicating that the ball is NSF 61 certified.

d. Fill Water: The water used to fill the ball shall be of sufficiently high quality to be fit for human consumption and shall comply with the minimum requirements of Title 22 of the California Code of Regulations for Domestic Water Quality and Monitoring Regulations.

6. Submittals:

a. Quality Control Plan: The successful bidder shall submit a written Quality Control Plan to the Engineer upon award of contract. The Engineer will review the QC Plan within 5 business days approving the Plan or requesting revisions as the Engineer may deem necessary.

The Department reserves the right to refuse delivery of the water-filled shade balls until a satisfactory QC Plan is accepted.

DIVISION F2**Spec. 387
DETAILED REQUIREMENTS**

b. Warranty Certificate: The successful bidder shall submit a warranty certificate, covering all shade balls to the Engineer within 14 calendar days after date of award of contract. The warranty certificate shall state that the Contractor and his manufacturer(s) will guarantee for a period of ten years after delivery that all shade balls furnished shall be free from seam failure, cracks, leaks, fading and other defects.

The Contractor shall replace the defective balls, at no cost to the Department, within 30 calendar days after being notified by the Engineer in writing of the defect.

The Warranty Certificate shall not include limitations or exclusions that limit the Department's warranty rights.

GWENDOLYN W. WILLIAMS
Director of Supply Chain Services

END OF DIVISION

Return to: Department of Water & Power
 Contract Compliance Office
 Buy Recycled Program
 PO Box 51111, Room 1153
 Los Angeles, CA 90051-0100

**CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
 ANNUAL RECYCLED-CONTENT REPORT FORM**

FISCAL YEAR JULY 1, _____ TO JUNE 30, _____
 (Reporting not necessary for purchases less than \$1,000)

[The Annual Report covering July 1 - June 30 of the preceding fiscal year shall be submitted by July 15 in the new fiscal year, or the first business day following July 15]

VENDOR NAME _____ VENDOR CODE NUMBER _____
 ADDRESS: (City, State, Zip Code) _____
 CONTRACT NO. _____ COMMODITY _____

Contract Item	Product Description	Recycled Material Type*	Minimum % of Postconsumer Recycled Content **	% of Total Secondary Recycled Content***	Total Number/Volume & Dollar Amount Sold During Fiscal Year _____

Signature of Authorized Representative _____ Print Name _____ Date _____
 Title _____ Telephone No. _____ Fax Number _____

*Refers to the recycled content in the product. Required Products: Paper, Paper Products, Plastic, Rubber, Paint, Lubricating Oil & Anti-Freeze, Office Products, Asphalt, Compost, and Products that are a combination of any of these or other materials, etc.
 **Material that would normally be disposed of as a solid waste having completed its life cycle as a consumer item.
 ***A virgin resource converted into a commodity of real economic value and which includes postconsumer waste, but does not include fibrous waste generated during the manufacturing process, such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust or other wood residue.
 NOTE: The Department of Water and Power defines a recycled product as a product containing a minimum of 10% postconsumer content, as measured by weight, number, etc. - whichever is most appropriate.

Shade Balls: Current Condition Photos

A.



B.



C.



D.



E.



- A. & B. Birds/algae
- C. Increased algae
- D. Increased turbidity/algae
- E. Bird population



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

MWD MEETING AGENDA

Regular Board Meeting

April 14, 2015

12:00 p.m. – Board Room

Tuesday, April 14, 2015 Meeting Schedule		
7:00-8:00 a.m.	Rm. 2-413	Dirs. Computer Training
9:00 a.m.	Rm. 2-145	L&C
10:00 a.m.	Rm. 2-456	RP&AM
10:30 a.m.	Rm. 2-145	OP&T
12:00 p.m.	Board Room	Board Meeting

MWD Headquarters Building • 700 N. Alameda Street • Los Angeles, CA 90012

1. Call to Order

- (a) Invocation: Gilbert Ivey, Assistant General Manager/Chief Administrative Officer
- (b) Pledge of Allegiance: Director Michele Martinez

2. Roll Call

3. Determination of a Quorum

4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))

5. OTHER MATTERS

- A. Approval of the Minutes of the Meeting for March 10, 2015. (A copy has been mailed to each Director)
Any additions, corrections, or omissions

- B. Report on Directors' events attended at Metropolitan expense for month of March
- C. Approve preparation of Memorial Resolution for past Director Glenn Brown
- D. Approve preparation of Memorial Resolution for past Director Vernon Watkins
- E. Approve preparation of Commendatory Resolution for former Director Daniel Griset
- F. Approve preparation of Commendatory Resolution for former Director Phillip Hawkins
- G. Approve committee assignments
- H. Chairman's Monthly Activity Report

6. DEPARTMENT HEADS' REPORTS

- A. General Manager's summary of Metropolitan's activities for the month of March
- B. General Counsel's summary of Legal Department activities for the month of March
- C. General Auditor's summary of activities for the month of March
- D. Ethics Officer's summary of activities for the month of March

7. CONSENT CALENDAR ITEMS — ACTION

- 7-1** Appropriate \$700,000; and award \$418,600 contract to T. E. Roberts, Inc. for structural protection of the Upper Feeder (Approp. 15480). (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is categorically exempt, and

- a. Appropriate \$700,000; and**
- b. Award \$418,600 contract to T. E. Roberts, Inc. for structural protection of the Upper Feeder.**

- 7-2** Authorize reimbursable agreement for relocation of the Middle Feeder within the city of Monterey Park. (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not defined as a project under CEQA, and alternatively, is exempt from CEQA under the State CEQA Guidelines, and authorize the General Manager to execute an agreement with Southern California Edison for relocation of the Middle Feeder.

- 7-3** Appropriate \$680,000; and award \$374,867 contract to Kaveh Engineering & Construction, Inc. to upgrade the Iron Mountain Pumping Plant Vehicle Service Center (Approp. 15438). (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is categorically exempt, and

- a. Appropriate \$680,000; and**
- b. Award \$374,867 contract to Kaveh Engineering & Construction, Inc. to upgrade the vehicle service center at Iron Mountain Pumping Plant.**

- 7-4** Authorize granting a 2.4226-acre permanent easement to Southern California Edison on the Metropolitan-owned Robert B. Diemer Water Treatment Plant located in Orange County. (RP&AM)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action was previously addressed in the certified 2006 Final SEIR and in the related documents (i.e., findings, SOC, and MMRP), and that no further environmental analysis or documentation is required, and authorize the General Manager to grant a permanent easement to Southern California Edison.

- 7-5** Authorize granting a permanent easement to the city of Perris on Metropolitan-owned property located in Riverside County. (RP&AM)

Recommendation:

Option #1:

Review and consider information provided in the certified Environmental Impact Report and adopt the Lead Agency's findings related to the proposed action, and authorize the General Manager to grant a permanent easement to the city of Perris.

(END OF CONSENT CALENDAR)

8. OTHER BOARD ITEMS — ACTION

- 8-1** Adopt resolutions fixing and adopting Readiness-to-Serve Charge and Capacity Charge for calendar year 2016. (F&I)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not defined as a project and is not subject to CEQA, and

- a. Adopt resolution to fix and adopt the Readiness-to-Serve Charge; and**
- b. Adopt resolution to fix and adopt the Capacity Charge.**

- 8-2** Appropriate \$41 million; award \$31,762,914 contract to J. F. Shea Construction, Inc. to rehabilitate filters at the F. E. Weymouth Water Treatment Plant; and authorize increase of \$815,000 to agreement with MWH Americas, Inc., for a new not-to exceed total of \$2.09 million (Approp. 15477). (E&O)

Recommendation:

Option #1:

Certify that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines; certify that the Board has reviewed and considered the information presented in the Final EIR; certify that the Final EIR reflects Metropolitan's independent judgment and analysis; and adopt the Findings, the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, and

- a. **Appropriate \$41 million;**
- b. **Award \$31,762,914 contract to J. F. Shea Construction, Inc. to rehabilitate filters at the Weymouth plant; and**
- c. **Authorize increase of \$815,000 to the existing agreement with MWH Americas, Inc., for a new not-to-exceed total of \$2.09 million.**

- 8-3 Declare Water Supply Condition for 2015; approve implementation of Water Supply Allocation Plan; adopt supporting resolution; and conduct public hearing. (WP&S) **(To be mailed separately)**
- 8-4 Express support for SB 385 (Hueso, D-San Diego) – Primary Drinking Water Standards: Hexavalent Chromium. (C&L) **(To be mailed separately)**
- 8-5 Express opposition, unless amended, to AB 647 (Eggman, D-Stockton) – Beneficial use: diversion of water underground. (C&L) **(To be mailed separately)**
- 8-6 Report on *San Diego County Water Authority v. Metropolitan Water District of Southern California, et al.*, San Francisco County Superior Court Case Nos. CPF-10-510830, CPF-12-512466 and CPF-14-514004; and in connection with this case authorize a contract for legal services with Quinn Emanuel Urquhart & Sullivan, LLP for an amount not to exceed \$1,100,000; and authorize increase in maximum amount payable under contract for legal services with Miller Barondess, LLP by \$150,000 to an amount not to exceed \$250,000. (L&C) **[Conference with legal counsel—existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]
(To be mailed separately)**

9. BOARD INFORMATION ITEMS

None

10. FUTURE AGENDA ITEMS

11. ADJOURNMENT

NOTE: At the discretion of the Board, all items appearing on this agenda and all committee agendas, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parentheses at the end of the description of the agenda item e.g. (E&O, F&I). Committee agendas may be obtained from the Board Executive Secretary.

Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site <http://www.mwdh2o.com>.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation