

**LAS VIRGENES - TRIUNFO  
JOINT POWERS AUTHORITY  
AGENDA**

**899 Kanan Road, Oak Park, California 91377**

CLOSING TIME FOR AGENDA IS 8:30 A.M. ON THE TUESDAY PRECEDING THE MEETING. GOVERNMENT CODE SECTION 54954.2 PROHIBITS TAKING ACTION ON ITEMS NOT ON POSTED AGENDA UNLESS AN EMERGENCY, AS DEFINED IN GOVERNMENT CODE SECTION 54956.5 EXISTS OR UNLESS OTHER REQUIREMENTS OF GOVERNMENT CODE SECTION 54954.2(B) ARE MET.

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5:00 PM

March 7, 2016

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 Minutes: Special Meeting of January 27, 2016 and Regular Meeting of February 1, 2016 (Pg. 3)**

Approve.

**5 ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

**A Recycled Water Seasonal Storage Project Basis of Design Report: Status Update**

**B Fiscal Years 2016-18 Two-Year JPA Budget Plan Workshop (Pg. 13)**

**6 ACTION ITEMS**

**A Rancho Digester No. 1 Cleaning: Call for Bids (Pg. 15)**

Approve the issuance of a Call for Bids for the Rancho Digester No. 1 Cleaning Project.

**B Tapia Water Reclamation Facility Secondary Influent Slide Gates Replacement: Call For Bids (Pg. 19)**

Approve the issuance of a Call for Bids for the Tapia Water Reclamation Facility Secondary Influent Slide Gates Replacement Project.

**C Primary Clarifier Tank Nos. 2 and 3 Rehabilitation Project: Award of Design Contract (Pg. 24)**

Accept the proposal from HDR Engineering, Inc.; authorize the Administering Agent/General Manager to execute a professional services agreement, in the amount of \$63,422, for design services; and appropriate \$98,264 for the Primary Clarifier Tank Nos. 2 and 3 Rehabilitation Project.

**D Notice of Intention to Amend Conflict of Interest Code (Pg. 26)**

Authorize the Administering Agent/General Manager to sign a Notice of Intention to Amend the Conflict of Interest Code and file the required documentation with the Fair Political Practices Commission.

**7 BOARD COMMENTS**

**8 ADMINISTERING AGENT/GENERAL MANAGER REPORT**

**9 FUTURE AGENDA ITEMS**

**10 INFORMATION ITEMS**

**A Rancho Las Virgenes Composting Facility: Replacement of Loader (Pg. 33)**

**11 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

**12 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 (TMDL cases)
2. Las Virgenes - Triunfo Joint Powers Authority v. United States Environmental Protection Agency (FOIA case)

**13 ADJOURNMENT**

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, 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 Executive Assistant/Clerk of the Board in advance of the meeting to ensure availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

**LAS VIRGENES – TRIUNFO  
JOINT POWERS AUTHORITY  
MINUTES  
SPECIAL MEETING**

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5:30 PM

January 27, 2016

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Chair James Wall.

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at **5:30 p.m.** by Chair James Wall in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road in Calabasas, California. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Directors: Caspary, Iceland, Lewitt, McReynolds, Paule, Peterson, Polan, Renger, and Wall

Absent: Director: Orkney

Staff: David Pedersen, General Manager  
 Josie Guzman, Clerk of the Board  
 David Lippman, Director of Facilities and Operations  
 Donald Patterson, Director of Finance and Administration  
 Carlos Reyes, Director of Resource Conservation and Public Outreach  
 Larry Miller, Water System/Facilities Manager  
 Jeffrey Reinhardt, Public Affairs and Communications Manager  
 Keith Lemieux, District Counsel

Representatives from the following organizations attended:

APD Clean Water Technologies (Michael Omary), California Senator Fran Pavley (Dusty Russell), Calleguas Municipal Water District (Kristine McCaffrey and Susan Mulligan), City of Calabasas (Alba Lemus), City of Calabasas Planning Commission (Dennis Washburn), City of Thousand Oaks (Jeff Spurgin), Heal the Bay (Steven Johnson), Katz and Associates (Greg Parks), Los Angeles Department of Water and Power (Mario Acevedo and Jennifer Valdez); Metropolitan Water District of Southern California (Ray Mokhtari), Montgomery Watson Harza (Jim Borchardt, Oliver Slosser, Areeba

Syed, Steve Weber), Mountains Restoration Trust (Debbie Sharpton), Triunfo Sanitation District (John Mathews and Mark Norris)

**2. APPROVAL OF AGENDA**

The agenda was approved by unanimous consent, with Director Orkney absent.

**3. PUBLIC COMMENTS**

None.

**4. RECYCLED WATER SEASONAL STORAGE PROJECT: BASIS OF DESIGN WORKSHOP NO. 2**

Administering Agent/General Manager David Pedersen provided introductory remarks.

Dr. Steve Weber, James Borchardt, and Oliver Slosser, representing Montgomery Watson Harza (MWH), presented a PowerPoint presentation and conducted the workshop. The workshop included two group exercises. The first exercise served as an ice-breaker to improve creative thinking and teamwork during the workshop. The second exercise involved selecting and voting on evaluation criteria for Scenario Nos. 4 and 5. The PowerPoint presentation included a review of the previous workshop, a summary of project risks, technical information on Scenario Nos. 4 and 5 (siting considerations, potential pipeline alignments, operational issues, brine disposal, potential partnerships and estimated costs), and a discussion of proposed evaluation criteria.

Following the workshop, Dr. Steve Weber reviewed the process for the evaluation criteria for Scenario Nos. 4 and 5. He noted that another workshop would be held in March, and a recommendation could be presented to the JPA Board in April.

**5. ADJOURNMENT**

Seeing no further business to come before the Board, the meeting was duly adjourned at **8:31 p.m.**

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Glen Peterson, Chair

ATTEST:

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Michael Paule, Vice Chair

**LAS VIRGENES – TRIUNFO  
JOINT POWERS AUTHORITY  
MINUTES  
REGULAR MEETING**

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5:00 PM

February 1, 2016

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Chair James Wall.

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at **5:00 p.m.** by Chair James Wall in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road in Calabasas, California. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Director(s): Charles Caspary, Steven Iceland, Jay Lewitt, Michael McReynolds, Janna Orkney, Michael Paule, Glen Peterson, Leonard Polan, Lee Renger, and James Wall.

Absent: Director(s): None.

**2. CHAIR/VICE CHAIR**

**A Appointment of JPA Chair and Vice Chair**

It was the unanimous consent of the Board to confirm the appointment of Las Virgenes Municipal Water District Director Glen Peterson as Chair, and Triunfo Sanitation District Director Michael Paule as Vice Chair of the Las Virgenes – Triunfo Joint Powers Authority for calendar year 2016.

The gavel was passed to Chair Peterson.

**3. APPROVAL OF AGENDA**

Administering Agent/General Manager David Pedersen asked that Item 10A be moved to follow Item 5A.

Director Paule moved to approve the agenda as amended. Motion seconded by Director Wall. Motion carried unanimously.

**4. PUBLIC COMMENTS**

None.

**5. CONSENT CALENDAR**

**A Minutes: Regular JPA Meeting of January 4, 2016: Approve**

Director Iceland moved to approve the Consent Calendar as presented. Motion seconded by Director Caspary. Motion carried unanimously.

**10. INFORMATION ITEMS**

**A Tapia NPDES Permit Renewal and Malibu Creek TMDL Implementation Plan: Status Report**

Administering Agent/General Manager David Pedersen presented the report and reviewed the Proposed Implementation Plan and Compliance Schedule. He responded to several questions posed by the Board regarding the amount of recycled water that is put into the creek during the summer; pursuing an effort to discontinue flow augmentation in the summer; side-stream treatment for summer season discharges for flow augmentation; preliminary discussions with the City of Agoura Hills and Los Angeles County Flood Control District regarding diverting dry weather flow into the sewers for treatment; looking at other constituents in potable water that is put into the creek that could be a concern; and submitting a summer season TMDL compliance strategy that incorporates all of the elements three years after the implementation plan effective date.

Chair Peterson expressed concern with side-stream treatment and having to deal with salts, and with the JPA being responsible for the 22,000 acre feet of water that is imported in the area. He stated that although he supports putting potable water in the creek, he was concerned that potable water from Oroville and the Sacramento River would be placed into the creek for flow augmentation.

Administering Agent/General Manager David Pedersen responded to a question regarding the JPA's selection of a compliance method by stating that the Regional Board would prescribe the standards that the JPA must meet and the JPA would select the means of compliance.

**6. ACTION ITEMS**

**A Tapia Treatment Process Feasibility Study: Summary of Findings**

**Appropriate an additional \$13,994 and approve an amendment to the Professional Services Agreement with Hazen and Sawyer, in the amount of \$13,994, for completion of the Tapia Treatment Process Feasibility Study.**

Administering Agent/General Manager David Pedersen presented the report.

Lynn Grijalva, representing Hazen and Sawyer, provided a PowerPoint presentation of the Tapia Water Reclamation Facility, Evaluation of Process Improvements for Proposed Phase I and II Effluent Limits. She responded to several questions posed by the Board regarding the commercial removal of phosphorus; looking at the capacity at buildout; seeking opportunities for distributive treatment in the collection system, and providing an estimate in the final report for ongoing operations and maintenance costs.

A discussion ensued regarding the costs shown in the life cycle costs chart for the biological nutrient removal improvements at Tapia. Ms. Grijalva noted that the costs were listed as the 20-year value rather than annual costs. She indicated that the final report would include the costs on an annual basis.

Administering Agent/General Manager David Pedersen responded to a question regarding whether the final report to the Regional Board would respond to the JPA's ability to meet the new TMDL limits by stating that the report would determine if the treatment plant could meet the TMDL effluent limits. He also stated that the report would suggest ways to optimize the plant to help reduce nutrient loading and improve the plant's ability to treat wet weather flows. Additionally, the report would look at other alternatives, including the two seasonal storage alternatives, and refine the costs for compliance with the TMDL.

Director Paule moved to approve Item 6A as presented. Motion seconded by Director McReynolds.

Ms. Grijalva referred back to the life cycle costs and noted that the annual cost with the Phase I improvements would be approximately \$1.4 million in addition to operating costs, and Phase II would be an additional \$1 million.

Motion carried unanimously.

**B      Infrastructure Investment Plan: Fiscal Years 2016-2017 through 2020-2021**

**Receive and file the Infrastructure Investment Plan for Fiscal Years 2016-2017 through Fiscal Year 2020-2021.**

Director Caspary moved to receive and file Item 6B as presented. Motion seconded by Director Polan.

Director Orkney inquired whether the Alice Stelle Recycled Water Main Extension Project was a JPA project since recycled water would be supplied within the Las Virgenes Municipal Water District's service area. Administering

Agent/General Manager David Pedersen responded that this project would be to extend recycled water service as part of the planned Woodland Hills Country Club pipeline extension. He noted that the JPA could entertain the option of this project being a JPA project. Director Orkney requested that a footnote be added to indicate that this project had not yet been approved as a JPA project.

A discussion ensued regarding planning for capital improvements beyond five years, planning for financing and debt service, and the possibility of hiring a financial consultant to help identify funding sources.

Director Orkney requested that the Infrastructure Investment Plan be provided in a booklet form in future years.

Motion carried unanimously.

**C Primary Clarifier Tank Nos. 2 and 3 Rehabilitation Project: Approval of Request for Proposals**

**Approve the Request for Proposals for evaluation and design services for the Primary Clarifier Tank Nos. 2 and 3 Rehabilitation Project.**

Director Polan requested that reference to the term “softened” concrete be removed. He inquired whether the concrete was eroded or deteriorated. Director of Facilities and Operations David Lippman responded that the concrete had deteriorated.

Director Caspary moved to approve Item 6C as presented. Motion seconded by Director Renger. Motion carried unanimously.

**D Budget Planning Calendar for Fiscal Year 2016-17**

**Receive and file the Budget Planning Calendar and provide feedback on a proposal for development of a two-year budget plan.**

Administering Agent/General Manager David Pedersen presented the report.

Director Iceland moved to receive and file Item 6D as presented. Motion seconded by Director Caspary.

Administering Agent/General Manager David Pedersen addressed concerns regarding approval of a two-year budget plan and whether it would reduce the amount of staff time involved for budget preparation by stating that a two-year budget plan would reduce the budget preparation time in the second year.

Motion carried unanimously.

## **E Financial Review: Second Quarter of Fiscal Year 2015-2016**

### **Receive and file the financial review for the second quarter of Fiscal Year 2015-16.**

Director Iceland moved to receive and file Item 6E as presented. Motion seconded by Director Wall.

Finance Manager Mark Uribe presented a PowerPoint presentation of the JPA Second Quarter Financial Review for Fiscal Year 2015-2016 and Net Uses of Funds.

A discussion ensued regarding concerns with the operating expenses coming in lower than budgeted. Administering Agent/General Manager David Pedersen noted there were some costs savings due to a number of vacant positions at the treatment plant and at Rancho; however, some of those positions have since been filled. Director of Finance and Administration Donald Patterson added there were also additional savings due to reduced use of recycled water.

Motion carried unanimously.

## **7. BOARD COMMENTS**

Director Iceland inquired whether the original intent of the Tapia Treatment Process Feasibility Study was to use it to support the lawsuit against the United States Environmental Protection Agency (USEPA). District Counsel Wayne Lemieux responded that the report was prepared in order for it to be available to use towards the lawsuit if necessary.

## **8. ADMINISTERING AGENT/GENERAL MANAGER REPORT**

Administering Agent/General Manager David Pedersen reported that 1.3 inches of rain was recorded at the Tapia Water Reclamation Facility, and Malibu Creek flows reached approximately 600 cubic feet per second (cfs). He noted that the Quarterly Watershed and Wastewater Resident Tour would be held on Saturday, February 6th. He reported that staff met to discuss the upcoming Recycled Water Seasonal Storage Project workshops, which would include focusing on key technical issues such as pipeline alignment going to Encino Reservoir and siting an advanced water treatment plant.

## **9. FUTURE AGENDA ITEMS**

None.

**11. PUBLIC COMMENTS**

None.

**12. CLOSED SESSION**

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

Las Virgenes - Triunfo Joint Powers Authority v. United States Environmental Protection Agency and Heal the Bay, Inc. v. Lisa P. Jackson

The Board recessed to Closed Session at **6:47 p.m.** and reconvened to Open Session at **7:00 p.m.**

District Counsel Wayne Lemieux reported there was no action taken during the Closed Session.

**13. ADJOURNMENT**

Seeing no further business to come before the Board, the meeting was duly adjourned at **7:00 p.m.**

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Glen Peterson, Chair

ATTEST:

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Michael Paule, Vice Chair

March 7, 2016 JPA Board Meeting

TO: JPA Board of Directors

FROM: Finance & Administration

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**Subject : Fiscal Years 2016-18 Two-Year JPA Budget Plan Workshop**

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**SUMMARY:**

Staff will present an overview of the key factors and assumptions that are anticipated to affect the Fiscal Years 2016-18 Two-Year JPA Budget Plan.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**DISCUSSION:**

At its February meeting, the JPA Board authorized the development of a two-year budget plan, beginning in Fiscal Year 2016-17. One of the first steps in the development of the Fiscal Years 2016-18 budget plan is to review the significant budget factors and assumptions.

At the Board meeting, staff will review significant budget factors. These factors and assumptions will also influence the wholesale recycled water rate that is calculated using Board-approved criteria. Significant assumptions that will be discussed include projections for wholesale recycled water sales, energy costs, chemical costs, and costs to comply with new permitting requirements.

Also at the meeting, staff will discuss projects that elicited discussion during the presentation of the Infrastructure Improvement Plan on February 1st. Staff will seek direction on the inclusion of certain capital projects into the two-year budget plan.

The next step will be a joint meeting of LVMWD and TSD staff in early April to review the details of the preliminary JPA budget. The meeting will offer TSD staff an opportunity to provide valuable input and assist with establishing accurate estimates of revenues and expenditures. The JPA Board will be presented with a draft budget at its May meeting.

Prepared by: Mark Uribe, Finance Manager

March 7, 2016 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

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**Subject : Rancho Digester No. 1 Cleaning: Call for Bids**

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**SUMMARY:**

With the newly-constructed third digester in full operation at the Rancho Las Virgenes Composting Facility, staff completed the plans and specifications to clean Digester No. 1, which has been in continuous operation for the last 22 years. The project consists of removing and disposing of digested sludge, scum, grit, grease, rags and other debris and pressure washing the interior surfaces of the digester. The work is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301, Existing Facilities, of the CEQA Guidelines. Staff recommends issuance of a Call for Bids for the project.

**RECOMMENDATION(S):**

Approve the issuance of a Call for Bids for the Rancho Digester No. 1 Cleaning Project.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

There is no financial impact associated with the issuance of a Call for Bids.

**DISCUSSION:**

Industry standards call for digesters to be cleaned once every ten years of operation. However, due to the lack of redundancy, the two existing digesters could not be taken out of service for cleaning until the new third digester was constructed and in full operation. Staff removed most of the 1.16 million gallons of sludge from Digester No. 1 using with existing equipment, but the estimated remaining volume of 150,000 gallons of sludge needs to be removed by a contractor with specialized equipment. Staff's goal is to perform a thorough inspection of the digester once it is cleaned, identifying and

performing any necessary repair work before the digester is placed back in service.

Once Digester No. 1 is cleaned and returned to service, staff proposes to perform cleaning and repair work for Digester No. 2.

The proposed bid schedule is as follow:

|                   |                |
|-------------------|----------------|
| Call for Bids     | March 7, 2016  |
| 1st Advertisement | March 17, 2016 |
| 2nd Advertisement | March 24, 2016 |
| Pre-Bid Meeting   | April 5, 2016  |
| Bid Opening       | April 20, 2016 |
| Award of Contract | May 2, 2016    |

Prepared by: John Zhao. P.E., Principal Engineer

**ATTACHMENTS:**

Call for Bids

**NOTICE INVITING SEALED PROPOSALS (BIDS)**  
**Digester 1 Cleaning Project**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Las Virgenes –Triunfo Joint Powers Authority (JPA) invites and will receive sealed proposals (bids) up to the hour of 3:00PM on April 20, 2016, for furnishing the work described in the contract documents. Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the bidder. The time shall be determined by the time on the receptionist telephone console in our Headquarters lobby. Proposals will be publicly opened and read aloud at the office of the Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, California 91302. Said bids shall conform to and be responsive to the Specifications and Contract Documents for said work as heretofore approved by the District.

A **mandatory** pre-bid tour will be conducted at 9:00AM on April 5, 2016. The meeting will begin at the District headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. Attendance at the pre-bid conference is a condition precedent to submittal of the bid and the District will not consider a bid from any bidder not represented at the pre-bid conference. Questions regarding the project may be directed to Project Manager John Zhao at (818) 251-2230.

Sets of contract documents may be downloaded for free by going to <http://www.LVMWD.com/Ebidboard> and following the links to this project.

In order to be placed on the plan holder's list, contractors shall register for free as a document holder for this project on Ebidboard by going to [www.LVMWD.com/Ebidboard](http://www.LVMWD.com/Ebidboard) and following the links to this project. Addendum notifications will be issued through Ebidboard.com, but may also be provided by calling the District's Project Manager. Although Ebidboard will fax and/or email all notifications to registered plan holders after the District uploads the information, Bidders are responsible for obtaining all addenda and updated contract documents.

Each bid must be on the District bid form and shall be sealed and filed with the secretary of the District at or before the time stated in the Notice.

No Contractor or Subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No Contractor or Subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective January 1, 2016, no Contractor or Subcontractor may perform on a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

*All terms and conditions contained in the Specifications and Contract Documents shall become part of the contract. The Las Virgenes-Triunfo Joint Powers Authority reserves the right to reject any and all bids and to waive any and all irregularities in any bid. No bidder may withdraw his bid after the said time for bid openings until 60-days thereafter or until the District has made a final award to the successful bidder or has rejected all bids, whichever event first occurs.*

*The Las Virgenes-Triunfo Joint Powers Authority reserves the right to select the schedule(s) under which the bids are to be compared and contract(s) awarded.*

**BY ORDER OF THE GOVERNING BODY OF  
LAS VIRGENES-TRIUNFO JOINT POWERS AUTHORITY**

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Glen D. Peterson  
Chair of the JPA Board*

March 7, 2016 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

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**Subject : Tapia Water Reclamation Facility Secondary Influent Slide Gates  
Replacement: Call For Bids**

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**SUMMARY:**

The influent slide gates for the secondary treatment process at the Tapia Water Reclamation Facility are at the end of their useful life and require replacement. The gates are heavily corroded with several no longer functional. Due to expense associated with bypassing flows around the work and the continuing failure of the gates, staff proposes to replace all the secondary influent slide gates. The work is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301, Existing Facilities, of the CEQA Guidelines. Staff recommends the Board approve issuance of a Call for Bids for the project.

**RECOMMENDATION(S):**

Approve the issuance of a Call for Bids for the Tapia Water Reclamation Facility Secondary Influent Slide Gates Replacement Project.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

There is no financial impact associated with a Call for Bids.

**DISCUSSION:**

As part of the Biological Nutrient Reduction Phase II Project in October 2009, gates for various plant processes were identified as being at the end of their useful life with many heavily corroded and non-functional. As a result, the Tapia Sluice Gate and Drive Replacement Project was established to replace the gates over several years to minimize impacts to plant operations.

On June 28, 2011, as part of the Tapia Sluice Gate and Drive Replacement Project, the LVMWD Board, acting as Administering Agent for the JPA, awarded a construction contract to Spiess Construction Company, in the amount of \$245,800, to replace 11 sluice gates for Primary Clarifier Nos. 1 to 4, one sluice gate for Secondary Clarifier No. 10, four slide gates for BNR Basins Nos. 2 and 3, and additional gates for the sludge collection system for Secondary Clarifiers Nos. 1, 2, 7 and 8.

This project is a continuation of the Tapia Sluice Gate and Drive Replacement Project. The work involves replacing 28 existing, deteriorated influent gates (see attached photo) to the secondary treatment process with stainless steel models. Due to the need to bypass flows during construction and the fact that all of the gates are at least 25 years old, staff recommends replacing all of the remaining original gates at the same time to take advantage of the cost-savings achieved by establishing the bypass pumping system only once.

Attached for reference is the proposed Call for Bids with the following schedule:

|                   |                |
|-------------------|----------------|
| Call for Bids     | March 7, 2016  |
| 1st Advertisement | March 14, 2016 |
| 2nd Advertisement | March 21, 2016 |
| Pre-Bid Meeting   | March 31, 2016 |
| Bids Due          | April 14, 2016 |
| Award of Contract | May 2, 2016    |

Prepared by: Eric Maple, P.E., Associate Engineer

**ATTACHMENTS:**

Photo of Deteriorated Slide Gate  
Call for Bids



**NOTICE INVITING SEALED PROPOSALS (BIDS)**  
**Tapia Water Reclamation Facility Secondary Influent Gate Replacement**

NOTICE IS HEREBY GIVEN that the Board of Directors of Las Virgenes-Triunfo Joint Powers Authority (JPA) invites and will receive sealed proposals (bids) up to the hour of 3:00PM on April 14, 2016, for furnishing the work described in the contract documents. Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the bidder. The time shall be determined by the time on the receptionist telephone console in our Headquarters lobby. Proposals will be publicly opened and read aloud at the office of Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, California 91302. Said bids shall conform to and be responsive to the Specifications and Contract Documents for said work as heretofore approved by the District.

A **mandatory** pre-bid tour will be conducted at 9:00AM on March 31, 2016. The meeting will be located at the Tapia Conference Room at the Tapia Water Reclamation Facility at 731 Malibu Canyon Road, Calabasas, CA. Attendance at the pre-bid conference is a condition precedent to submittal of the bid and the JPA will not consider a bid from any bidder not represented at the pre-bid conference. Questions regarding the project may be directed to Project Manager Eric Maple at (818) 251-2147.

Sets of contract documents may be downloaded for free by going to <http://www.LVMWD.com/Ebidboard> and following the links to this project.

In order to be placed on the plan holder's list, contractors shall register for free as a document holder for this project on Ebidboard by going to [www.LVMWD.com/Ebidboard](http://www.LVMWD.com/Ebidboard) and following the links to this project. Addendum notifications will be issued through Ebidboard.com, but may also be provided by calling the JPA's Project Manager. Although Ebidboard will fax and/or email all notifications to registered plan holders after the JPA uploads the information, Bidders are responsible for obtaining all addenda and updated contract documents.

Each bid must be on the JPA bid form and shall be sealed and filed with the secretary of the JPA at or before the time stated in the Notice.

No Contractor or Subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No Contractor or Subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective January 1, 2016, no Contractor or Subcontractor may perform on a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

*All terms and conditions contained in the Specifications and Contract Documents shall become part of the contract. The Board of Directors of the JPA reserves the right to reject any and all bids and to waive any and all irregularities in any bid. No bidder may withdraw his bid after the said time for bid openings until 60-days thereafter or until the JPA has made a final award to the successful bidder or has rejected all bids, whichever event first occurs.*

*The Board of Directors of the JPA reserves the right to select the schedule(s) under which the bids are to be compared and contract(s) awarded.*

**BY ORDER OF THE GOVERNING BODY OF LAS  
VIRGENES-TRIUNFO JOINT POWERS AUTHORITY**

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*Dated*

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*Glen D. Peterson  
Chair of the JPA Board*

March 7, 2016 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

**Subject : Primary Clarifier Tank Nos. 2 and 3 Rehabilitation Project: Award of Design Contract**

**SUMMARY:**

On February 1, 2016, the JPA Board approved the release of a Request for Proposals for design services for the Primary Clarifier Tank Nos. 2 and 3 Rehabilitation Project. On February 19, 2016, three proposals were received; staff recommends accepting the proposal from HDR Engineering, Inc., in the amount of \$63,422.

**RECOMMENDATION(S):**

Accept the proposal from HDR Engineering, Inc.; authorize the Administering Agent/General Manager to execute a professional services agreement, in the amount of \$63,422, for design services; and appropriate \$98,264 for the Primary Clarifier Tank Nos. 2 and 3 Rehabilitation Project.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The adopted Fiscal Year 2015-16 JPA Budget included sufficient remaining appropriation for the work under CIP Job No. 10512, a multi-phase project. However, CIP Job No. 10512 was inadvertently closed, eliminating the remaining available appropriation. As a result, an appropriation of \$98,264 is required as summarized below.

|                             |                 |
|-----------------------------|-----------------|
| HDR Design Contract         | \$63,422        |
| 10% Contingency (if needed) | \$ 6,342        |
| JPA Labor                   | \$ 9,500        |
| G&A                         | \$19,000        |
| <b>TOTAL</b>                | <b>\$98,264</b> |

**DISCUSSION:**

Primary sedimentation at the Tapia Water Reclamation Facility is accomplished using five rectangular concrete clarifier tanks that are approximately 125 feet long, 20 feet wide, and 12 feet deep. With approximately 40 years of operation, the concrete in and around the primary clarifiers has deteriorated due to exposure to raw wastewater and corrosive gas. Concrete spalling has been observed in several places on the deck of the tanks, and inspection revealed locations of corroded concrete launders and diffusers.

On November 25, 2014, the LVMWD Board, acting as Administering Agent of the JPA, accepted the completion of the Primary Clarifier Tank No. 1 Rehabilitation Project, which included the removal and replacement of launders and diffusers with stainless equivalents and the repair of spalled concrete surfaces. This project was the first phase in the rehabilitation of all five primary clarifier tanks. Work on the tanks must occur in phases to accommodate normal wastewater treatment operations.

On February 1, 2016, the JPA Board approved the release of a Request for Proposals for services of an engineering firm to build from the base design from the previously completed Primary Clarifier Tank No. 1 Rehabilitation Project, as well as provide field condition assessments for Tank Nos. 2 and 3, prepare plans and specifications for the project, and provide design support during construction.

On February 19, 2016, proposals were received from the following firms with the noted fees:

| <u>Design Firm</u> | <u>Fee Proposal</u> |
|--------------------|---------------------|
| PACE               | \$43,900            |
| HDR                | \$63,422            |
| Hazen and Sawyer   | \$69,800            |

Upon review of the proposals, staff determined that the HDR team was most qualified for the work and submitted the best approach to the project. The proposal from PACE, though the lowest fee, did not include specific concrete assessment work, lab work or confined space entry required for the project. As a result, staff recommends the Board accept the proposal from HDR, in the amount of \$63,422.

Prepared by: Eric Maple. P.E., Associate Engineer

March 7, 2016 JPA Board Meeting

TO: JPA Board of Directors

FROM: General Manager

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**Subject : Notice of Intention to Amend Conflict of Interest Code**

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**SUMMARY:**

The Political Reform Act requires all public agencies, including the Joint Powers Authority (JPA), to adopt a conflict of interest code. The code designates positions required to file Statements of Economic Interests (Form 700) and assigns disclosure categories specifying the types of interests to be reported. Public agencies are required to conduct biennial reviews of their conflict of interest codes and process any necessary amendments in accordance with Fair Political Practices Commission (FPPC) regulations. Staff completed the review of the JPA's Conflict of Interest Code and identified several required amendments. A Notice of Intention to Amend the Conflict of Interest Code must be signed and submitted to the FPPC.

**RECOMMENDATION(S):**

Authorize the Administering Agent/General Manager to sign a Notice of Intention to Amend the Conflict of Interest Code and file the required documentation with the Fair Political Practices Commission.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

There is no financial impact associated with this action.

**DISCUSSION:**

The JPA adopted its current Conflict of Interest Code in 2010. Staff completed the biennial review of the code and determined that amendments were needed to include new positions, revise the titles of existing positions, delete positions that no longer make or participate in making governmental decisions, and revise the disclosure categories. At the FPPC's request,

staff submitted the following documents for the FPPC's initial review: (1) Draft Conflict of Interest Code; (2) JPA organizational chart; (5) job descriptions for new positions to be added to the code; and (4) JPA Board Meeting Minutes from October 5, 2015 and November 30, 2015.

FPPC staff conducted an initial review and provided the following documents for the JPA's approval: (1) Revised Draft Conflict of Interest Code; (2) Declaration of Chief Executive Officer for Multi-County Agency; and (3) Notice of Intention to Amend Conflict of Interest Code. Upon approval of the Notice of Intention to Amend the Conflict of Interest Code, a 45-day public comment period will begin. Staff will publish the notice twice in *The Acom* and post a copy on the bulletin board at the District Office. Written comments will be accepted through May 2, 2016. A public hearing is only required if requested by April 17, 2016. As a result, no public hearing is currently scheduled.

Prepared by: Josie Guzman, CMC, Executive Assistant/Clerk of the Board

**ATTACHMENTS:**

Draft Conflict of Interest Code

Declaration of CEO

Notice of Intention to Amend Conflict of Interest Code

## **LAS VIRGENES-TRIUNFO JOINT POWERS AUTHORITY**

### **CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Las Virgenes-Triunfo Joint Powers Authority** ("**Authority**").

Individuals holding designated positions shall file their statements of economic interests with the **Authority**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) Upon receipt of the statements, the **Authority** shall make and retain copies and forward the originals to the **Fair Political Practices Commission**. All statements will be retained by the **Fair Political Practices Commission**.

## APPENDIX "A"

The following positions are NOT covered by the code because they must file under section 87200 and, therefore, are listed for informational purposes only:

Board of Directors  
Administering Agent/General Manager  
Director of Finance and Administration  
Finance Manager

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.

### DESIGNATED POSITION AND ASSIGNED CATEGORIES OF DISCLOSURE

| Designated Position                                 | Assigned Disclosure Category |
|---|------------------------------|
| Authority Counsel                                   | 1, 2, 3                      |
| Director of Resource Conservation & Public Outreach | 1, 2, 3                      |
| Director of Facilities and Operations               | 1, 2, 3                      |
| Executive Assistant/Clerk of the Board              | 1                            |
| Purchasing Supervisor                               | 1                            |
| Consultants/New Positions                           | *                            |

\*Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Administering Agent/General Manager of the Authority may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus, is not required to comply fully with the disclosure requirements described in this section. Such a determination shall include a description of the consultant's or new position's duties and based upon that description, a statement of the extent of disclosure requirements.

The Administering Agent/General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Government Code Section 81008.)

**Note:** The positions of Administering Agent/General Manager, Director of Finance and Administration, Director of Resource Conservation & Public Outreach, and Director of Facilities and Operation, Executive Assistant/Clerk of the Board, Finance Manager, and Purchasing Supervisor are filled by Las Virgenes Municipal Water District staff members, but act in a staff capacity for the Authority.

**APPENDIX “B”**  
**DISCLOSURE CATEGORIES**

**Category 1:** Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that provide supplies, materials, machinery, or equipment of the type utilized by the Authority as well as all services including, but not limited to, real estate development and consulting firms.

**Category 2:** Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the Authority.

**Category 3:** Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that filed a claim against the Authority during the previous two years, or have a claim pending against the Authority.

**DECLARATION OF CHIEF EXECUTIVE OFFICER**  
**Multi-County Agency Conflict of Interest Code for**

**Las Virgenes – Triunfo Joint Powers Authority**  
Name of Agency

The proposed conflict of interest code specifically includes each agency position that involves the making or participation in the making of decisions which may foreseeably have a material financial effect on an economic interest. Positions that do not make or participate in decisions are not included.

The disclosure categories are written to address the agency's current programs and require disclosure of only foreseeable interests that may create a conflict of interest.

The agency has satisfied all of the requirements of Title 2, Division 6 of the California Code of Regulations Section 18750.1 preliminary to approval of the proposed code, including providing a comment period for both employees and the public.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

David W. Pedersen  
Printed Name

Administering Agent/General Manager  
Title

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE  
OF THE **LAS VIRGENES – TRIUNFO JOINT POWERS AUTHORITY**

NOTICE IS HEREBY GIVEN that the **Las Virgenes – Triunfo Joint Powers Authority**, pursuant to the authority vested in it by section 87306 of the Government Code, proposes amendment to its Conflict of Interest Code. All inquiries should be directed to the contact listed below.

The **Las Virgenes – Triunfo Joint Powers Authority** proposes to amend its Conflict of Interest Code to include employee positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of section 87302 of the Government Code. The amendment carries out the purposes of the law and no other alternative would do so and be less burdensome to affected persons.

Changes to the Conflict of Interest Code include: **new positions that must be designated; revise the titles of existing positions; delete positions that no longer make or participate in making governmental decisions; and revise disclosure categories;** and also makes other technical changes.

The proposed amendment and explanation of the reasons can be obtained from the agency's contact.

Any interested person may submit written comments relating to the proposed amendment by submitting them no later than **May 2, 2016**, or at the conclusion of the public hearing, if requested, whichever comes later. At this time, no public hearing is scheduled. A person may request a hearing no later than **April 17, 2016**.

The **Las Virgenes – Triunfo Joint Powers Authority** has determined that the proposed amendments:

1. Impose no mandate on local agencies or school districts.
2. Impose no costs or savings on any state agency.
3. Impose no costs on any local agency or school district that are required to be reimbursed under Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
4. Will not result in any nondiscretionary costs or savings to local agencies.
5. Will not result in any costs or savings in federal funding to the state.
6. Will not have any potential cost impact on private persons, businesses or small businesses.

All inquiries concerning this proposed amendment and any communication required by this notice should be directed to: Josie Guzman, Clerk of the Board, Phone Number (818) 251-2123, Email Address [jguzman@lvmwd.com](mailto:jguzman@lvmwd.com).

DATE: March 7, 2016

BY: \_\_\_\_\_  
David W. Pedersen  
Administering Agency/General Manager  
Las Virgenes – Triunfo Joint Powers Authority

**INFORMATION ONLY**

March 7, 2016 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

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**Subject : Rancho Las Virgenes Composting Facility: Replacement of Loader**

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**SUMMARY:**

The Las Virgenes-Triunfo Joint Powers Authority (JPA) approved funding for this matter in the JPA Budget. On February 9, 2016, the LVMWD Board, acting as the Administering Agent of the JPA, authorized the General Manager to issue a purchase order to Coastline Equipment Company of Oxnard, in the amount of \$163,336.50, for a John Deere 444K 4WD loader and execute Carl Moyer Program Contract No. 16169 for \$38,936 in grant funding; and declared Vehicle No. 710, the existing Volvo L70 loader, as surplus equipment for disposal in accordance with the grant requirements.

The Rancho Las Virgenes Composting Facility utilizes Vehicle No. 710, a Volvo L70 rubber-tire loader to move materials around the facility and load customers with finished compost. This piece of equipment was purchased when the composting facility first came into service in 1994. The loader has come to the end of its service life as the repair frequency has increased and parts are difficult to obtain, creating increased downtime and rental costs.

To offset the cost to replace the loader, staff applied for and received a grant for partial reimbursement of the purchase cost from the South Coast Air Quality Management District's Carl Moyer Program, in the amount of \$38,936. The Carl Moyer Program was established to fund the replacement of old equipment that results in the reduction of air pollution emissions. The Carl Moyer Program grant contract specifies that a John Deere 444K rubber-tire loader replace the existing Volvo L70 loader to meet the new Tier IV requirements for engine emissions. Coastline Equipment Company is the proprietary John Deere dealer responsible for the JPA's territory.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The adopted Fiscal Year 2015-16 JPA Budget provides sufficient funding under CIP Job No. 10570 in the amount of \$180,000 for the new loader. No additional appropriation is required. The total cost of the loader is \$163,336.50, which is partially offset by a \$38,936 grant, for a net cost of \$124,400.50. The cost is allocated 70.6% to LVMWD and 29.4% to Triunfo Sanitation District.

**DISCUSSION:**

Another requirement of the Carl Moyer Program contract is that the Volvo loader “must be destroyed and rendered permanently unusable and irreparable” using specified methods and requirements. The loader must have a 6-inch hole bored into the engine block, and the frame is to be cut to render it useless. Photo documentation is required along with a certified letter of destruction. Because of this requirement, staff proposes to use Can-Am Truck and Auto Dismantling of Ontario, a firm experienced in the certified destruction of equipment under the Carl Moyer Program and an approved Proposition 1B Certified Dismantler. The JPA will need to pay for the transport of the loader to the Can-Am facility and will receive scrap value for it after destruction.

Attached for reference are photos of the existing and proposed new loaders, the Coastline Equipment Company quotation, and Carl Moyer Program Contract No. 16169. The new loader is quoted with a Tink Roll Out bucket and 5-year or 5,000-hour powertrain warranty.

Prepared by: Brett Dingman, Water Reclamation Manager

**ATTACHMENTS:**

Existing Loader  
New Loader  
Coastline Equipment Proposal  
Carl Moyer Contract



Vehicle 710 - Volvo L70 Loader



# John Deere 444K

Quote Id: 12702964

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Prepared For:  
**LAS VIRGENES MUN WTR DIST**



Prepared By: **JAMES DAVIS**

Coastline Equipment Company  
1930 Lockwood Street  
Oxnard, CA 93036

Tel: 805-485-2106

Fax: 805-485-7963

Email: [jim.davis@coastlineequipment.com](mailto:jim.davis@coastlineequipment.com)

**Quote Summary**

**Prepared For:**  
 LAS VIRGENES MUN WTR DIST  
 DARYL JOHNSON  
 4232 Las Virgenes Rd  
 Calabasas, CA 91302  
 Business: 818-251-2236  
 djohnson@lvmwd.com

**Prepared By:**  
 JAMES DAVIS  
 Coastline Equipment Company  
 1930 Lockwood Street  
 Oxnard, CA 93036  
 Phone: 805-485-2106  
 jim.davis@coastlineequipment.com

New 2016 John Deere 444K 4WD Loader - FT4 Engine

**Quote Id:** 12702964  
**Created On:** 27 January 2016  
**Last Modified On:** 27 January 2016  
**Expiration Date:** 29 February 2016

New Tink R2036 Tink 3.5 YD Roll-Off Bucket

1 Year Unlimited Hour Full Machine Warranty - Standard

5Y or 5,000 Hour Powertrain Warranty Adds \$3,025.00

1 Year - 1,000 Hour Maintenance Plan Adds \$3,330.84

2 Year - 2,000 Hour Maintenance Plan Adds \$6,996.97

3 Year - 3,000 Hour Maintenance Plan Adds \$9,501.15

Extended Warranty and Preventative Maintenance Plans are Optional

Delivery : 90 Days or Sooner

Terms: Net Due in 30 Days

| <b>Equipment Summary</b> | <b>Selling Price</b> | <b>Qty</b> | <b>Extended</b>      |
|--------------------------|----------------------|------------|----------------------|
| JOHN DEERE 444K LOADER   | \$ 149,850.00 X      | 1 =        | \$ 149,850.00        |
| <b>Equipment Total</b>   |                      |            | <b>\$ 149,850.00</b> |

**Quote Summary**

|                     |                      |
|---------------------|----------------------|
| Equipment Total     | \$ 149,850.00        |
| SubTotal            | \$ 149,850.00        |
| Sales Tax - (9.00%) | \$ 13,486.50         |
| Total               | \$ 163,336.50        |
| Down Payment        | (0.00)               |
| Rental Applied      | (0.00)               |
| <b>Balance Due</b>  | <b>\$ 163,336.50</b> |

# Selling Equipment

**Quote Id:** 12702964

**Customer:** LAS VIRGENES MUN WTR DIST

## JOHN DEERE 444K LOADER

**Hours:**
**Stock Number:**

| Code                               | Description  | Qty |
|------------------------------------|--|-----|
| 7540T                              | 444K LOADER  | 1   |
| <b>Standard Options - Per Unit</b> |  |     |
| 0810                               | 444K Standard Gathering Group  | 1   |
| 0924                               | John Deere PowerTech PSS 4.5L<br>meets EPA FT4 and EU Stage IV<br>Emissions (124 Net Peak hp)  | 1   |
| 1110                               | 4-Speed Transmission   | 1   |
| 1211                               | 100 amp Alternator - FT4   | 1   |
| 1330                               | Engine Exhaust with Chrome Curved<br>Stack   | 1   |
| 1430                               | Air Intake System with Centrifugal<br>Precleaner Engine  | 1   |
| 1520                               | Reversing Fan Drive  | 1   |
| 1610                               | Standard Fuel Filter & Water Separator   | 1   |
| 1700                               | JDLINK Ultimate Cellular for the<br>Americas, excluding Costa Rica                             | 1   |
| 1915                               | NeverGrease Steering Cylinder Joints   | 1   |
| 2010                               | Standard Z-BAR   | 1   |
| 2220                               | Standard Fabric, Back Rest Extension,<br>Air Suspension Seat                                   | 1   |
| 2434                               | 3 Function -- Joystick with 3rd Function<br>Auxiliary Control Lever and Steering<br>Column FNR | 1   |
| 2510                               | Ride Control   | 1   |
| 2605                               | English Labels and Decals  | 1   |
| 2708                               | 24 Volt to 12 Volt - 8 Amp Converter   | 1   |
| 2890                               | No Payload Scale   | 1   |
| 3046                               | Front Hydraulically Locking Differential<br>and Rear Conventional Differential<br>Axles        | 1   |
| 3120                               | Manual Axle Differential Lock  | 1   |
| 4112                               | 17.5-25 12 PR L2 SGG Firestone Bias<br>Tires on 1 pc. Rims                                     | 1   |
| 5530                               | Front Fenders  | 1   |
| 5610                               | Left Side Steps  | 1   |
| 7110                               | Halogen Work and Drive Lights  | 1   |
| 8220                               | Rear Cast Bumper/Counterweight with<br>Rear Hitch and Locking Pin                              | 1   |

# Selling Equipment

Quote Id: 12702964

Customer: LAS VIRGENES MUN WTR DIST

|                           |  |   |
|---------------------------|--|---|
| 8310                      | Standard Outside Mirrors                           | 1 |
| 8422                      | ROPS Quiet Cab with Air Conditioning               | 1 |
| 8450                      | Cab with Air A/C Charge                            | 1 |
| 8550                      | Bucket Pins Less Bucket                            | 1 |
| 9043                      | Environmental Drains and Sampling Ports            | 1 |
| 9106                      | AM/FM/Weather Band (WB) Radio with Remote AUX Port | 1 |
| 9420                      | Transmission Side Frame Guards                     | 1 |
| 9430                      | Bottom Guards                                      | 1 |
| <b>Dealer Attachments</b> |  |   |
|                           | TINK R2036 3.5 Yard Roll-Off Bucket                | 1 |
| <b>Other Charges</b>      |  |   |
|                           | Setup  | 1 |



## Extended Warranty Proposal

### JOHN DEERE 444K LOADER

Date : January 27, 2016

| Machine/Use Information |            | Plan Description |                   | Price      |         |
|-------------------------|------------|------------------|-------------------|------------|---------|
| Manufacturer            | JOHN DEERE | Application      | Governmental      | Deductible | \$ 0.00 |
| Equipment Type          | 444KXT     | Coverage         | Secure Powertrain | List       | \$ 0.00 |
| Model                   | 444KXT     | Total Months     | 60                |            |         |
| Country                 |            | Total Hours      | 5000              |            |         |

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

**Extended Warranty Proposal Prepared for:**

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

### What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

### What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

### Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



### 250 Hour Service

#### Service Actions

- Change axle oil filter(s)
- Change front axle housing oil
- Change rear axle housing oil
- Check engine coolant level
- Check hydraulic oil level
- Check transmission oil level
- Clean engine air intake system
- Lubricate linkage & pivot points
- Test engine oil

### 500 Hour Service

#### Service Actions

- Lubricate universal joints & shafts
- Change fuel filter(s)
- Change hydraulic reservoir breather
- Change in-line fuel strainer
- Check accumulator charge pressure
- Check battery electrolyte level & tighten terminals
- Check engine coolant level
- Check front axle housing
- Check hydraulic oil level
- Check park brake oil level
- Check transmission oil level
- Clean engine air intake system
- Lubricate axle shaft seals
- Lubricate linkage & pivot points
- Lubricate shaft seals on park brake
- Change engine oil & filter element
- Test engine oil
- Test front axle differential oil
- Test hydraulic oil
- Test rear axle oil
- Test transmission oil

### 1000 Hour Service

#### Service Actions

- Change air cleaner element(s)
- Change axle oil filter(s)
- Change cab air & recirculation filters
- Change dust unloader valve
- Replace fuel tank breather
- Change fuel filter(s)
- Change hydraulic reservoir breather
- Change in-line fuel strainer
- Check accumulator charge pressure
- Check battery electrolyte level & tighten terminals
- Check coolant & add conditioner or extender
- Check engine coolant level
- Check front axle housing oil
- Check hydraulic oil level
- Check transmission oil level
- Clean engine air intake system
- Drain & refill park brake oil
- Lubricate axle shaft seals
- Lubricate frame hinge pivots
- Lubricate linkage & pivot points
- Lubricate shaft seals on park brake
- Lubricate universal joints & shafts
- Remove & clean engine crankcase vent tube
- Change engine oil & filter element
- Test engine oil
- Test front axle differential oil
- Test hydraulic oil
- Test rear axle oil
- Test transmission oil

*\* Includes All Parts, Labor, Disposal Fees  
And Travel Charges To Jobsites \**

In Los Angeles, Orange, Ventura, Santa Barbara,  
San Luis Obispo & Kern Counties

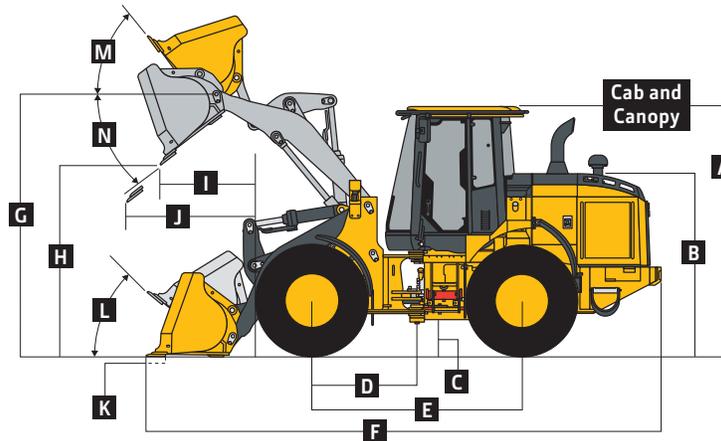
# 444K

|   |  |   |
|---|--|---|
| <b>Engine</b>   |  |   |
| <b>444K Z-BAR / HIGH-LIFT / POWERLEL™</b>                       |  |   |
| Manufacturer and Model  | John Deere PowerTech™ PSS 4045   | John Deere PowerTech™ E 4045H                     |
| Non-Road Emission Standard                                      | EPA Final Tier 4/EU Stage IV   | EPA Tier 3/EU Stage IIIA                          |
| Cylinders   | 4  | 4   |
| Valves Per Cylinder   | 4  | 2   |
| Displacement  | 4.5 L (276 cu. in.)  | 4.5 L (276 cu. in.)                               |
| Net Peak Power (ISO 9249)                                       | 92 kW (124 hp) at 2,100 rpm  | 92 kW (124 hp) at 2,100 rpm                       |
| Net Peak Torque (ISO 9249)                                      | 507 Nm (374 lb.-ft.) at 1,000 rpm  | 507 Nm (374 lb.-ft.) at 1,000 rpm                 |
| Net Torque Rise   | 34%  | 36%   |
| Fuel System (electronically controlled)                         | High-pressure common rail  | High-pressure common rail                         |
| Lubrication   | Full-flow spin-on filter and integral cooler   | Full-flow spin-on filter and integral cooler      |
| Aspiration  | Turbocharged, charge air cooled  | Turbocharged, charge air cooled                   |
| Air Cleaner   | Under-hood, dual-element dry type, restriction indicator in cab monitor for service  |   |
| <b>Cooling</b>  |  |   |
| Fan Drive   | Hydraulically driven, proportionally controlled, fan aft of coolers  |   |
| <b>Electrical</b>   |  |   |
| Electrical System   | 24 volt with 100-amp (130-amp optional) alternator   | 24 volt with 80-amp (100-amp optional) alternator |
| Batteries (2 – 12 volt)   | 950 CCA (each)   | 950 CCA (each)                                    |
| <b>Transmission System</b>                                      |  |   |
| Type  | Countershaft-type PowerShift™  |   |
| Torque Converter  | Single stage, single phase   |   |
| Shift Control   | Electronically modulated, adaptive, load and speed dependent   |   |
| Operator Interface  | Steering-column or joystick-mounted F-N-R and gear-select lever; kick-down button on hydraulic lever   |   |
| Shift Modes   | Manual/auto (1st–D or 2nd–D); Quick-Shift button with 2 selectable modes: kick-down or kick-up/down; and 3 adjustable clutch-cutoff settings           |   |
| Maximum Travel Speeds (with 17.5 R 25 tires)                    | <i>Forward</i>   | <i>Reverse</i>                                    |
| Range 1   | 7.3 km/h (4.5 mph)   | 7.6 km/h (4.7 mph)                                |
| Range 2   | 12.1 km/h (7.5 mph)  | 13.0 km/h (8.1 mph)                               |
| Range 3   | 23.1 km/h (14.4 mph)   | 24.2 km/h (15.0 mph)                              |
| Range 4   | 36.0 km/h (22.4 mph)   | N/A   |
| <b>Axles/Brakes</b>   |  |   |
| Final Drives  | Heavy-duty midboard planetary  |   |
| Differentials   | Hydraulic locking front with conventional rear – standard; dual locking front and rear – optional  |   |
| Rear Axle Oscillation, Stop to Stop (with 17.5 R 25 tires)      | 24 deg. (12 deg. each direction)   |   |
| Service Brakes (conform to ISO 3450)                            | Outboard, forced oil cooled, multi disc  |   |
| Parking Brakes (conform to ISO 3450)                            | Automatic spring applied, hydraulically released, driveline mounted, sealed wet multi disc   |   |
| <b>Tires/Wheels (see page 20 for complete tire adjustments)</b> |  |   |
|   | <i>Tread Width</i>   | <i>Width Over Tires</i>                           |
| Michelin 17.5 R 25, 1 Star L-3                                  | 1900 mm (74.8 in.)   | 2415 mm (95.1 in.)                                |
| <b>Serviceability</b>   |  |   |
| Refill Capacities   | EPA FT4/EU Stage IV  | EPA Tier 3/EU Stage IIIA                          |
| Fuel Tank (with lockable cap)                                   | 220 L (60 gal.)  | 220 L (60 gal.)                                   |
| Cooling System  | 19 L (20 qt.)  | 19 L (20 qt.)                                     |
| Diesel Exhaust Fluid (DEF)                                      | 19 L (20 qt.)  | N/A   |
| Engine Oil with Vertical Spin-On Filter                         | 14.5 L (15.3 qt.)  | 17.5 L (18.5 qt.)                                 |
| Transmission Reservoir with Vertical Filter                     | 18.5 L (19.5 qt.)  | 18.5 L (19.5 qt.)                                 |
| Axle Oil (front and rear, each)                                 | 22 L (23 qt.)  | 22 L (23 qt.)                                     |
| Hydraulic Reservoir and Filter                                  | 118.7 L (31.4 gal.)  | 92 L (24.3 gal.)                                  |
| Park Brake Oil (wet disc)                                       | 0.3 L (10 oz.)   | 0.3 L (10 oz.)                                    |
| <b>Hydraulic System/Steering</b>                                |  |   |
| Pump (loader and steering)                                      | Variable-displacement, axial-piston pump; closed-center, pressure-compensating system  |   |
| Maximum Rated Flow at 6895 kPa (1,000 psi) and 2,350 rpm        | 140 L/m (37 gpm)   |   |
| System Relief Pressure (loader and steering)                    | 24 821 kPa (3,600 psi)   |   |
| Loader Controls   | 2-function valve; joystick control or fingertip controls; hydraulic-function enable/disable; optional 3rd- and 4th-function valve with auxiliary lever |   |
| Steering (conforms to ISO 5010)                                 | Steering-column-mounted, twist-grip shift lever; Quick-Shift button on hydraulic lever   |   |
| Type  | Power, fully hydraulic   |   |
| Articulation Angle  | 80-deg. arc (40 deg. each direction)   |   |
| Turning Radius (measured to centerline of outside tire)         | 4.74 m (15 ft. 7 in.)  |   |



| Hydraulic System/Steering <i>(continued)</i> | 444K Z-BAR / HIGH-LIFT / POWERLIFT |           |
|--|------------------------------------|-----------|
| Hydraulic Cycle Times                        | Z-Bar / High-Lift                  | Powerlift |
| Raise  | 5.9 sec.                           | 5.3 sec.  |
| Dump   | 1.0 sec.                           | 1.1 sec.  |
| Lower (float down)                           | 2.4 sec.                           | 1.9 sec.  |
| Total  | 9.3 sec.                           | 8.3 sec.  |

**Dimensions and Specifications with Pin-On Bucket**



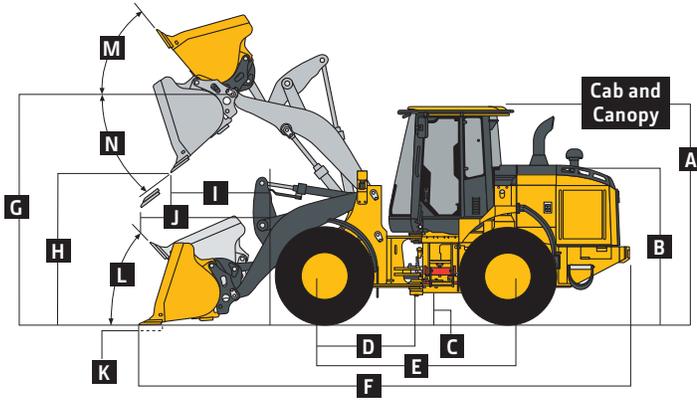
**444K Z-BAR AND HIGH-LIFT LOADERS WITH PIN-ON BUCKET**

|   | Z-Bar  | High-Lift  |
|---|--|--|
| <b>Dimensions with Bucket</b>   | 1.9-m <sup>3</sup> (2.5 cu. yd.) general-purpose with bolt-on edge | 1.9-m <sup>3</sup> (2.5 cu. yd.) general-purpose with bolt-on edge |
| A Height to Top of Cab and Canopy   | 3.17 m (10 ft. 5 in.)  | 3.17 m (10 ft. 5 in.)  |
| B Hood Height   | 2.27 m (7 ft. 5 in.)   | 2.27 m (7 ft. 5 in.)   |
| C Ground Clearance  | 393 mm (15.5 in.)  | 393 mm (15.5 in.)  |
| D Length from Centerline to Front Axle  | 1.37 m (4 ft. 6 in.)   | 1.37 m (4 ft. 6 in.)   |
| E Wheelbase   | 2.76 m (9 ft. 6 in.)   | 2.76 m (9 ft. 6 in.)   |
| F Overall Length, Bucket on Ground  | 6.86 m (22 ft. 6 in.)  | 7.20 m (23 ft. 7 in.)  |
| G Height to Hinge Pin, Fully Raised   | 3.60 m (11 ft. 10 in.)   | 3.99 m (13 ft. 1 in.)  |
| H Dump Clearance, 45 deg., Full Height  | 2.67 m (8 ft. 9 in.)   | 3.03 m (9 ft. 11 in.)  |
| I Reach, 45-deg. Dump, Full Height  | 1.04 m (3 ft. 5 in.)   | 1.04 m (3 ft. 5 in.)   |
| J Reach, 45-deg. Dump, 2.13-m (7 ft. 0 in.) Clearance   | 1.44 m (4 ft. 9 in.)   | 1.74 m (5 ft. 9 in.)   |
| K Maximum Digging Depth   | 105 mm (4.1 in.)   | 105 mm (4.1 in.)   |
| L Maximum Rollback at Ground Level  | 41 deg.  | 41 deg.  |
| M Maximum Rollback, Boom Fully Raised   | 55 deg.  | 50 deg.  |
| N Maximum Bucket Dump Angle, Fully Raised   | 50 deg.  | 45 deg.  |
| Loader Clearance Circle, Bucket Carry Position  | 11.07 m (36 ft. 4 in.)   | 11.39 m (37 ft. 5 in.)   |
| <b>Specifications with Bucket</b>   |  |  |
| Capacity, Heaped  | 1.9 m <sup>3</sup> (2.5 cu. yd.)                                   | 1.9 m <sup>3</sup> (2.5 cu. yd.)                                   |
| Capacity, Struck  | 1.6 m <sup>3</sup> (2.1 cu. yd.)                                   | 1.6 m <sup>3</sup> (2.1 cu. yd.)                                   |
| Bucket Weight with Bolt-On Cutting Edge   | 888 kg (1,958 lb.)   | 888 kg (1,958 lb.)   |
| Bucket Width  | 2.54 m (8 ft. 4 in.)   | 2.54 m (8 ft. 4 in.)   |
| Breakout Force  | 7960 kg (17,549 lb.)   | 7345 kg (16,193 lb.)   |
| Tipping Load, Straight, No Tire Deflection  | 9263 kg (20,421 lb.)   | 7955 kg (17,538 lb.)   |
| Tipping Load, Straight, with Tire Deflection  | 8736 kg (19,260 lb.)   | 7545 kg (16,634 lb.)   |
| Tipping Load, 40-deg. Full Turn, No Tire Deflection   | 8080 kg (17,813 lb.)   | 6914 kg (15,243 lb.)   |
| Tipping Load, 40-deg. Full Turn, with Tire Deflection   | 7437 kg (16,396 lb.)   | 6399 kg (14,107 lb.)   |
| Rated Operating Load, 50% Full-Turn Tipping Load, No Tire Deflection (conforms to ISO 14397-1)*   | 4040 kg (8,907 lb.)  | 3457 kg (7,621 lb.)  |
| Rated Operating Load, 50% Full-Turn Tipping Load, with Tire Deflection (conforms to ISO 14397-1)* | 3718 kg (8,197 lb.)  | 3199 kg (7,053 lb.)  |
| Operating Weight  | 11 350 kg (25,022 lb.)   | 11 538 kg (25,360 lb.)   |

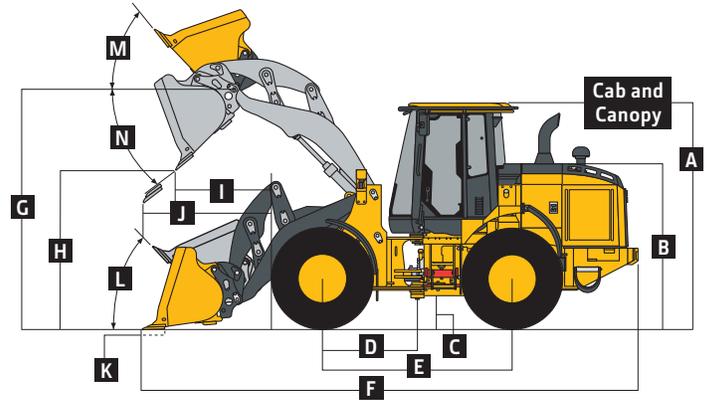
Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PSS 4045 (EPA Final Tier 4/EU Stage IV) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments.

\*Rated operating capacity based on Deere attachments only.

**Dimensions and Specifications with Hi-Vis Coupler and Hook-On Bucket**      **444K Z-BAR / HIGH-LIFT / POWERLLEL**



**444K Z-BAR AND HIGH-LIFT LOADERS WITH QUICK-COUPLER AND HOOK-ON BUCKET**

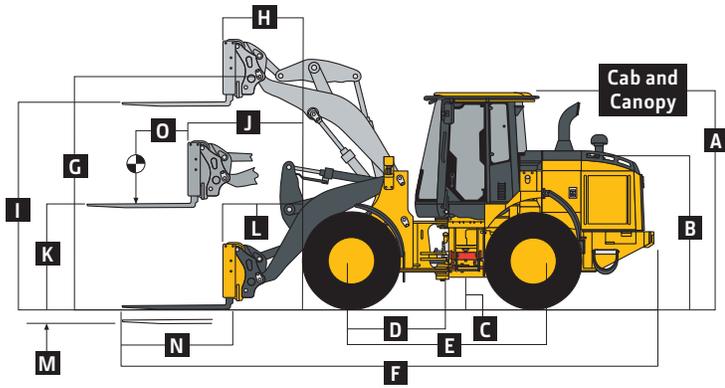


**444K POWERLLEL LOADER WITH QUICK-COUPLER AND HOOK-ON BUCKET**

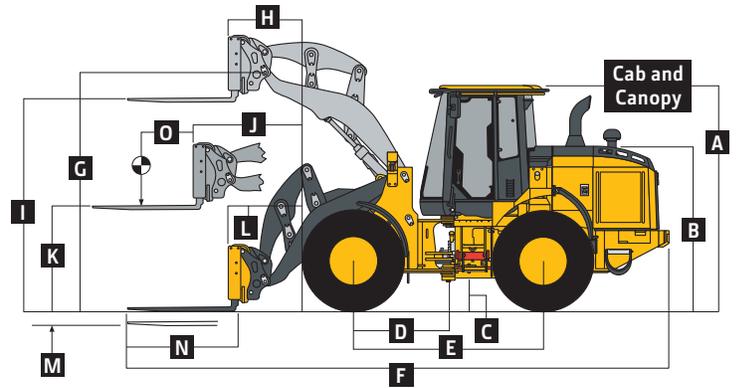
|   | Z-Bar  | Z-Bar   | High-Lift  | High-Lift   | Powerlles  | Powerlles   |
|---|--|---|--|---|--|---|
| <b>Dimensions with Bucket</b>   | 1.9-m <sup>3</sup> (2.5 cu. yd.)<br><i>general-purpose with bolt-on edge</i> | 3.1-m <sup>3</sup> (4.0 cu. yd.)<br><i>light-material with bolt-on edge</i> | 1.9-m <sup>3</sup> (2.5 cu. yd.)<br><i>general-purpose with bolt-on edge</i> | 3.1-m <sup>3</sup> (4.0 cu. yd.)<br><i>light-material with bolt-on edge</i> | 1.9-m <sup>3</sup> (2.5 cu. yd.)<br><i>general-purpose with bolt-on edge</i> | 3.1-m <sup>3</sup> (4.0 cu. yd.)<br><i>light-material with bolt-on edge</i> |
| <b>A</b> Height to Top of Cab and Canopy  | 3.17 m (10 ft. 5 in.)  | 3.17 m (10 ft. 5 in.)   | 3.17 m (10 ft. 5 in.)  | 3.17 m (10 ft. 5 in.)   | 3.17 m (10 ft. 5 in.)  | 3.17 m (10 ft. 5 in.)   |
| <b>B</b> Hood Height  | 2.27 m (7 ft. 5 in.)   | 2.27 m (7 ft. 5 in.)  | 2.27 m (7 ft. 5 in.)   | 2.27 m (7 ft. 5 in.)  | 2.27 m (7 ft. 5 in.)   | 2.27 m (7 ft. 5 in.)  |
| <b>C</b> Ground Clearance   | 393 mm (15.5 in.)  | 393 mm (15.5 in.)   | 393 mm (15.5 in.)  | 393 mm (15.5 in.)   | 393 mm (15.5 in.)  | 393 mm (15.5 in.)   |
| <b>D</b> Length from Centerline to Front Axle   | 1.37 m (4 ft. 6 in.)   | 1.37 m (4 ft. 6 in.)  | 1.37 m (4 ft. 6 in.)   | 1.37 m (4 ft. 6 in.)  | 1.37 m (4 ft. 6 in.)   | 1.37 m (4 ft. 6 in.)  |
| <b>E</b> Wheelbase  | 2.76 m (9 ft. 6 in.)   | 2.76 m (9 ft. 1 in.)  | 2.76 m (9 ft. 6 in.)   | 2.76 m (9 ft. 1 in.)  | 2.76 m (9 ft. 6 in.)   | 2.76 m (9 ft. 1 in.)  |
| <b>F</b> Overall Length, Bucket on Ground   | 7.05 m<br>(23 ft. 1 in.)   | 7.31 m<br>(23 ft. 11.8 in.)   | 7.38 m<br>(24 ft. 3 in.)   | 7.63 m<br>(25 ft. 0 in.)  | 7.15 m<br>(23 ft. 5 in.)   | 7.40 m<br>(24 ft. 3 in.)  |
| <b>G</b> Height to Hinge Pin, Fully Raised  | 3.60 m (11 ft. 10 in.)   | 3.60 m (11 ft. 10 in.)  | 3.99 m (13 ft. 1 in.)  | 3.99 m (13 ft. 1 in.)   | 3.67 m (12 ft. 0 in.)  | 3.67 m (12 ft. 0 in.)   |
| <b>H</b> Dump Clearance, 45 deg., Full Height   | 2.54 m (8 ft. 4 in.)   | 2.34 m (7 ft. 8 in.)  | 2.90 m (9 ft. 6 in.)   | 2.71 m (8 ft. 11 in.)   | 2.58 m (8 ft. 5 in.)   | 2.36 m (7 ft. 9 in.)  |
| <b>I</b> Reach, 45-deg. Dump, Full Height   | 1.15 m (3 ft. 9 in.)   | 1.23 m (4 ft. 0 in.)  | 1.15 m (3 ft. 9 in.)   | 1.26 m (4 ft. 2 in.)  | 1.14 m (3 ft. 9 in.)   | 1.32 m (4 ft. 4 in.)  |
| <b>J</b> Reach, 45-deg. Dump, 2.13-m (7 ft. 0 in.) Clearance                                      | 1.47 m (4 ft. 10 in.)  | 1.41 m (4 ft. 7.5 in.)  | 1.78 m (5 ft. 10 in.)  | 1.75 m (5 ft. 9 in.)  | 1.51 m (4 ft. 11 in.)  | 1.52 m (5 ft. 0 in.)  |
| <b>K</b> Maximum Digging Depth  | 139 mm (5.0 in.)   | 258 mm (10.0 in.)   | 148 mm (5.8 in.)   | 258 mm (10.0 in.)   | 119 mm (4.7 in.)   | 260 mm (10.2 in.)   |
| <b>L</b> Maximum Rollback at Ground Level   | 41 deg.  | 41 deg.   | 41 deg.  | 40 deg.   | 43 deg.  | 43 deg.   |
| <b>M</b> Maximum Rollback, Boom Fully Raised  | 55 deg.  | 56 deg.   | 49 deg.  | 51 deg.   | 51 deg.  | 53 deg.   |
| <b>N</b> Maximum Bucket Dump Angle, Fully Raised  | 50 deg.  | 49 deg.   | 45 deg.  | 45 deg.   | 50 deg.  | 48 deg.   |
| Loader Clearance Circle, Bucket Carry Position  | 11.19 m<br>(36 ft. 9 in.)  | 11.65 m<br>(38 ft. 3 in.)   | 11.47 m<br>(37 ft. 7 in.)  | 11.93 m<br>(39 ft. 2 in.)   | 11.23 m<br>(36 ft. 10 in.)   | 11.78 m<br>(38 ft. 8 in.)   |
| <b>Specifications with Bucket</b>   |  |   |  |   |  |   |
| Capacity, Heaped  | 1.9 m <sup>3</sup> (2.5 cu. yd.)   | 3.1 m <sup>3</sup> (4.0 cu. yd.)  | 1.9 m <sup>3</sup> (2.5 cu. yd.)   | 3.1 m <sup>3</sup> (4.0 cu. yd.)  | 1.9 m <sup>3</sup> (2.5 cu. yd.)   | 3.1 m <sup>3</sup> (4.0 cu. yd.)  |
| Capacity, Struck  | 1.6 m <sup>3</sup> (2.1 cu. yd.)   | 2.59 m <sup>3</sup> (3.4 cu. yd.)   | 1.6 m <sup>3</sup> (2.1 cu. yd.)   | 2.59 m <sup>3</sup> (3.4 cu. yd.)   | 1.6 m <sup>3</sup> (2.1 cu. yd.)   | 2.59 m <sup>3</sup> (3.4 cu. yd.)   |
| Bucket Weight with Bolt-On Cutting Edge   | 1290 kg (2,844 lb.)  | 1627 kg (3,587 lb.)   | 1290 kg (2,844 lb.)  | 1627 kg (3,587 lb.)   | 1262 kg (2,782 lb.)  | 1638 kg (3,611 lb.)   |
| Bucket Width  | 2.54 m (8 ft. 4 in.)   | 2.89 m (9 ft. 6 in.)  | 2.54 m (8 ft. 4 in.)   | 2.89 m (9 ft. 6 in.)  | 2.54 m (8 ft. 4 in.)   | 2.89 m (9 ft. 6 in.)  |
| Breakout Force  | 6659 kg (14,681 lb.)   | 5451 kg (12,017 lb.)  | 6136 kg (13,528 lb.)   | 5063 kg (11,162 lb.)  | 6056 kg (13,352 lb.)   | 5562 kg (12,262 lb.)  |
| Tipping Load, Straight, No Tire Deflection  | 8320 kg (18,342 lb.)   | 7792 kg (17,178 lb.)  | 7136 kg (15,732 lb.)   | 6634 kg (14,625 lb.)  | 7272 kg (16,032 lb.)   | 6708 kg (14,788 lb.)  |
| Tipping Load, Straight, with Tire Deflection  | 7839 kg (17,282 lb.)   | 7314 kg (16,125 lb.)  | 6756 kg (14,894 lb.)   | 6252 kg (13,783 lb.)  | 6879 kg (15,166 lb.)   | 6321 kg (13,935 lb.)  |
| Tipping Load, 40-deg. Full Turn, No Tire Deflection   | 7209 kg (15,893 lb.)   | 6701 kg (14,773 lb.)  | 6151 kg (13,561 lb.)   | 5668 kg (12,496 lb.)  | 6270 kg (13,823 lb.)   | 5733 kg (12,639 lb.)  |
| Tipping Load, 40-deg. Full Turn, with Tire Deflection   | 6615 kg (14,584 lb.)   | 6108 kg (13,466 lb.)  | 5676 kg (12,513 lb.)   | 5196 kg (11,455 lb.)  | 5778 kg (12,738 lb.)   | 5250 kg (11,574 lb.)  |
| Rated Operating Load, 50% Full-Turn Tipping Load, No Tire Deflection (conforms to ISO 14397-1)*   | 3604 kg (7,945 lb.)  | 3350 kg (7,385 lb.)   | 3076 kg (6,781 lb.)  | 2834 kg (6,248 lb.)   | 3135 kg (6,911 lb.)  | 2867 kg (6,321 lb.)   |
| Rated Operating Load, 50% Full-Turn Tipping Load, with Tire Deflection (conforms to ISO 14397-1)* | 3307 kg (7,291 lb.)  | 3054 kg (6,733 lb.)   | 2838 kg (6,257 lb.)  | 2598 kg (5,728 lb.)   | 2889 kg (6,369 lb.)  | 2625 kg (5,787 lb.)   |
| Operating Weight  | 11 752 kg<br>(25,909 lb.)  | 12 088 kg<br>(26,649 lb.)   | 11 940 kg<br>(26,323 lb.)  | 12 277 kg<br>(27,066 lb.)   | 12 412 kg<br>(27,364 lb.)  | 12 748 kg<br>(28,104 lb.)   |

Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PSS 4045 (EPA Final Tier 4/EU Stage IV) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments.

\*Rated operating capacity based on Deere attachments only.



444K Z-BAR AND HIGH-LIFT LOADERS WITH QUICK-COUPLER  
AND HOOK-ON CONSTRUCTION FORKS



444K POWERLLEL LOADER WITH QUICK-COUPLER  
AND HOOK-ON CONSTRUCTION FORKS

|  | Z-Bar<br>1.22-m (48 in.)<br>tine length | Z-Bar<br>1.52-m (60 in.)<br>tine length | High-Lift<br>1.22-m (48 in.)<br>tine length | High-Lift<br>1.52-m (60 in.)<br>tine length | Powerllel<br>1.22-m (48 in.)<br>tine length | Powerllel<br>1.52-m (60 in.)<br>tine length |
|--|---|---|---|---|---|---|
| <b>Dimensions with Forks</b>   |   |   |   |   |   |   |
| <b>A</b> Height to Top of Cab and Canopy   | 3.17 m (10 ft. 5 in.)                   | 3.17 m (10 ft. 5 in.)                   | 3.17 m (10 ft. 5 in.)                       | 3.17 m (10 ft. 5 in.)                       | 3.17 m (10 ft. 5 in.)                       | 3.17 m (10 ft. 5 in.)                       |
| <b>B</b> Hood Height   | 2.27 m (7 ft. 5 in.)                    | 2.27 m (7 ft. 5 in.)                    | 2.27 m (7 ft. 5 in.)                        | 2.27 m (7 ft. 5 in.)                        | 2.27 m (7 ft. 5 in.)                        | 2.27 m (7 ft. 5 in.)                        |
| <b>C</b> Ground Clearance  | 393 mm (15.5 in.)                       | 393 mm (15.5 in.)                       | 393 mm (15.5 in.)                           | 393 mm (15.5 in.)                           | 393 mm (15.5 in.)                           | 393 mm (15.5 in.)                           |
| <b>D</b> Length from Centerline to Front Axle  | 1.37 m (4 ft. 6 in.)                    | 1.37 m (4 ft. 6 in.)                    | 1.37 m (4 ft. 6 in.)                        | 1.37 m (4 ft. 6 in.)                        | 1.37 m (4 ft. 6 in.)                        | 1.37 m (4 ft. 6 in.)                        |
| <b>E</b> Wheelbase   | 2.76 m (9 ft. 6 in.)                    | 2.76 m (9 ft. 6 in.)                    | 2.76 m (9 ft. 6 in.)                        | 2.76 m (9 ft. 6 in.)                        | 2.76 m (9 ft. 6 in.)                        | 2.76 m (9 ft. 6 in.)                        |
| <b>F</b> Overall Length, Forks on Ground   | 7.45 m (24 ft. 5 in.)                   | 7.77 m (25 ft. 6 in.)                   | 7.79 m (25 ft. 7 in.)                       | 8.09 m (26 ft. 6 in.)                       | 7.52 m (24 ft. 8 in.)                       | 7.82 m (25 ft. 8 in.)                       |
| <b>G</b> Height to Hinge Pin, Fully Raised   | 3.60 m (11 ft. 10 in.)                  | 3.60 m (11 ft. 10 in.)                  | 3.99 m (13 ft. 1 in.)                       | 3.99 m (13 ft. 1 in.)                       | 3.67 m (12 ft. 0 in.)                       | 3.67 m (12 ft. 0 in.)                       |
| <b>H</b> Reach, Fully Raised   | 0.86 m (34 in.)                         | 0.86 m (34 in.)                         | 0.86 m (34 in.)                             | 0.86 m (34 in.)                             | 0.86 m (34 in.)                             | 0.86 m (34 in.)                             |
| <b>I</b> Fork Height, Fully Raised   | 3.44 m (11 ft. 3 in.)                   | 3.44 m (11 ft. 3 in.)                   | 3.79 m (12 ft. 5 in.)                       | 3.79 m (12 ft. 5 in.)                       | 3.51 m (11 ft. 6 in.)                       | 3.51 m (11 ft. 6 in.)                       |
| <b>J</b> Maximum Reach, Fork Level   | 1.57 m (5 ft. 2 in.)                    | 1.57 m (5 ft. 2 in.)                    | 1.84 m (6 ft. 0 in.)                        | 1.84 m (6 ft. 0 in.)                        | 1.63 m (5 ft. 4 in.)                        | 1.63 m (5 ft. 4 in.)                        |
| <b>K</b> Fork Height, Maximum Reach  | 1.69 m (5 ft. 6 in.)                    | 1.69 m (5 ft. 6 in.)                    | 1.70 m (5 ft. 7 in.)                        | 1.70 m (5 ft. 7 in.)                        | 1.73 m (5 ft. 8 in.)                        | 1.73 m (5 ft. 8 in.)                        |
| <b>L</b> Reach, Ground Level   | 0.97 m (3 ft. 2 in.)                    | 0.97 m (3 ft. 2 in.)                    | 1.31 m (4 ft. 4 in.)                        | 1.31 m (4 ft. 4 in.)                        | 0.96 m (3 ft. 2 in.)                        | 0.96 m (3 ft. 2 in.)                        |
| <b>M</b> Depth Below Ground  | 107 mm (4.2 in.)                        | 107 mm (4.2 in.)                        | 16 mm (0.6 in.)                             | 16 mm (0.6 in.)                             | 2 mm (0.1 in.)                              | 2 mm (0.1 in.)                              |
| <b>N</b> Tine Length   | 1.22 m (48 in.)                         | 1.52 m (60 in.)                         | 1.22 m (48 in.)                             | 1.52 m (60 in.)                             | 1.22 m (48 in.)                             | 1.52 m (60 in.)                             |
| <b>O</b> Load Position, 50% Tine Length  | 0.61 m (24 in.)                         | 0.76 m (30 in.)                         | 0.61 m (24 in.)                             | 0.76 m (30 in.)                             | 0.61 m (24 in.)                             | 0.76 m (30 in.)                             |
| <b>Specifications with Forks</b>   |   |   |   |   |   |   |
| Tipping Load, Straight, No Tire Deflection   | 6162 kg (13,585 lb.)                    | 5806 kg (12,800 lb.)                    | 5567 kg (12,273 lb.)                        | 5263 kg (11,603 lb.)                        | 5796 kg (12,778 lb.)                        | 5472 kg (12,064 lb.)                        |
| Tipping Load, Straight, with Tire Deflection   | 5979 kg (13,181 lb.)                    | 5637 kg (12,427 lb.)                    | 5409 kg (11,925 lb.)                        | 5118 kg (11,283 lb.)                        | 5613 kg (12,374 lb.)                        | 5301 kg (11,687 lb.)                        |
| Tipping Load, 40-deg. Full Turn, No Tire Deflection  | 5360 kg (11,817 lb.)                    | 5044 kg (11,120 lb.)                    | 4823 kg (10,633 lb.)                        | 4554 kg (10,040 lb.)                        | 5022 kg (11,072 lb.)                        | 4734 kg (10,437 lb.)                        |
| Tipping Load, 40-deg. Full Turn, with Tire Deflection  | 5115 kg (11,277 lb.)                    | 4818 kg (10,622 lb.)                    | 4611 kg (10,165 lb.)                        | 4359 kg (9,610 lb.)                         | 4791 kg (10,562 lb.)                        | 4512 kg (9,947 lb.)                         |
| Rated Operating Load, 50% Full-Turn Tipping Load, with Tire Deflection (conforms to ISO 14397-1 and SAE J1197)*      | 2557 kg (5,637 lb.)                     | 2409 kg (5,311 lb.)                     | 2305 kg (5,082 lb.)                         | 2179 kg (4,804 lb.)                         | 2395 kg (5,280 lb.)                         | 2256 kg (4,977 lb.)                         |
| Rated Operating Load, Rough Terrain, 60% Full-Turn Tipping Load, with Tire Deflection (conforms to EN474-3)*         | 3069 kg (6,766 lb.)                     | 2891 kg (6,374 lb.)                     | 2767 kg (6,100 lb.)                         | 2615 kg (5,765 lb.)                         | 2874 kg (6,336 lb.)                         | 2707 kg (5,968 lb.)                         |
| Rated Operating Load, Firm and Level Ground, 80% Full-Turn Tipping Load, with Tire Deflection (conforms to EN474-3)* | 4092 kg (9,021 lb.)                     | 3854 kg (8,497 lb.)                     | 3689 kg (8,133 lb.)                         | 3487 kg (7,687 lb.)                         | 3833 kg (8,450 lb.)                         | 3610 kg (7,959 lb.)                         |
| Operating Weight   | 11 450 kg<br>(25,243 lb.)               | 11 493 kg<br>(25,338 lb.)               | 11 638 kg<br>(25,657 lb.)                   | 11 681 kg<br>(25,752 lb.)                   | 12 121 kg<br>(26,722 lb.)                   | 12 164 kg<br>(26,817 lb.)                   |

Loader operating information is based on machine with identified linkage and standard equipment, PowerTech PSS 4045 (EPA Final Tier 4/EU Stage IV) engine, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator. This information is affected by changes in tires, ballast, and different attachments.

\*Rated operating capacity based on Deere attachments only.

**Adjustments to Operating Weights and Tipping Loads with Buckets**

**444K Z-BAR / HIGH-LIFT / POWERLLEL**

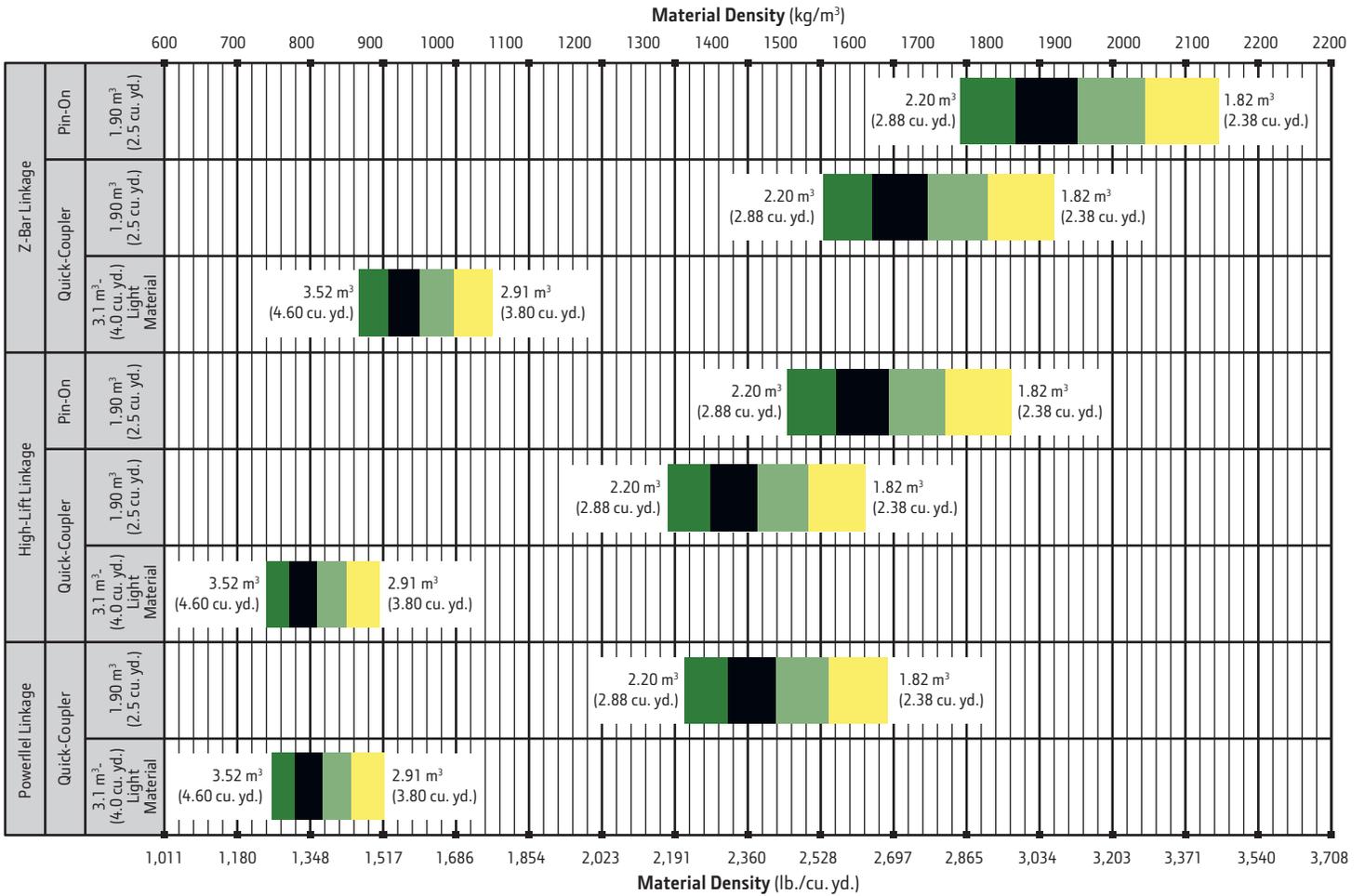
Adjustments to operating weights, tipping loads, and tires are based on Z-Bar machine with pin-on 1.9-m<sup>3</sup> (2.5 cu. yd.) general-purpose bucket with bolt-on cutting edge, ROPS cab, rear cast bumper/counterweight, transmission side-frame guards, bottom guards, standard tires, full fuel tank, and 79-kg (175 lb.) operator\*

| Add (+) or deduct (-) kg (lb.) as indicated for loaders with 3-piece rims | Operating Weight        | Tipping Load, Straight  | Tipping Load, 40-deg. Full Turn | Tread Width     | Width Over Tires   | Vertical Height   |
|---|-------------------------|-------------------------|---------------------------------|-----------------|--------------------|-------------------|
| John Deere PowerTech PSS 4045   | 0 kg (0 lb.)            | 0 kg (0 lb.)            | 0 kg (0 lb.)                    | N/A             | N/A                | N/A               |
| John Deere PowerTech E 4045H  |                         |                         |                                 |                 |                    |                   |
| Z-Bar   | +63 kg (+139 lb.)       | +277 kg (+610 lb.)      | +222 kg (+489 lb.)              | N/A             | N/A                | N/A               |
| High-Lift   | +24 kg (+53 lb.)        | +157 kg (+346 lb.)      | +123 kg (+271 lb.)              | N/A             | N/A                | N/A               |
| Michelin 17.5 R 25, 1 Star L-3  | 0 kg (0 lb.)            | 0 kg (0 lb.)            | 0 kg (0 lb.)                    | 0 mm (0 in.)    | 0 mm (0 in.)       | 0 mm (0 in.)      |
| Michelin 17.5 R 25, 1 Star L-2  | -100 kg (-220 lb.)      | -71 kg (-157 lb.)       | -64 kg (-141 lb.)               | 0 mm (0 in.)    | +10 mm (+0.4 in.)  | -4 mm (-0.2 in.)  |
| Bridgestone 17.5 R 25, 1 Star L-2   | +32 kg (+71 lb.)        | +23 kg (+50 lb.)        | +20 kg (+44 lb.)                | 0 mm (0 in.)    | +10 mm (+0.4 in.)  | -4 mm (-0.2 in.)  |
| Titan 17.5 R 25, 1 Star L-2   | -32 kg (-71 lb.)        | -23 kg (-50 lb.)        | -20 kg (-44 lb.)                | 0 mm (0 in.)    | +10 mm (+0.4 in.)  | -4 mm (-0.2 in.)  |
| Firestone 17.5-25, 12 PR L-3  | -184 kg (-406 lb.)      | -130 kg (-287 lb.)      | -118 kg (-260 lb.)              | 0 mm (0 in.)    | -9 mm (-0.4 in.)   | +6 mm (+0.2 in.)  |
| Firestone 17.5-25, 12 PR L-2  | -176 kg (-388 lb.)      | -125 kg (-275 lb.)      | -113 kg (-249 lb.)              | 0 mm (0 in.)    | -9 mm (-0.4 in.)   | +5 mm (+0.2 in.)  |
| Firestone 20.5-25, 12 PR L-2 <sup>§</sup>                                 | +56 kg (+123 lb.)       | +40 kg (+88 lb.)        | +36 kg (+79 lb.)                | +50 mm (+2 in.) | +124 mm (+4.9 in.) | +66 mm (+2.6 in.) |
| Titan 20.5-25, 12 PR L-2 <sup>§</sup>                                     | +96 kg (+212 lb.)       | +68 kg (+150 lb.)       | +61 kg (+134 lb.)               | +50 mm (+2 in.) | +124 mm (+4.9 in.) | +66 mm (+2.6 in.) |
| Michelin 20.5 R 25, 1 Star L-2 <sup>§</sup>                               | +204 kg (+450 lb.)      | +145 kg (+320 lb.)      | +130 kg (+287 lb.)              | +50 mm (+2 in.) | +118 mm (+4.6 in.) | +58 mm (+2.3 in.) |
| Bridgestone 20.5 R 25, 1 Star L-2 <sup>§</sup>                            | +296 kg (+653 lb.)      | +211 kg (+464 lb.)      | +189 kg (+417 lb.)              | +50 mm (+2 in.) | +118 mm (+4.6 in.) | +58 mm (+2.3 in.) |
| Titan 20.5 R 25, 1 Star L-2 <sup>§</sup>                                  | +276 kg (+608 lb.)      | +196 kg (+433 lb.)      | +176 kg (+388 lb.)              | +50 mm (+2 in.) | +118 mm (+4.6 in.) | +58 mm (+2.3 in.) |
| Michelin 20.5 R 25 L2 Sno-Plus <sup>§</sup>                               | +260 kg (+573 lb.)      | +185 kg (+408 lb.)      | +163 kg (+359 lb.)              | +50 mm (+2 in.) | +86 mm (+3.4 in.)  | +63 mm (+2.5 in.) |
| CaCl <sub>2</sub> in 17.5-25 Rear Tires, 75% Fill                         | +537 kg<br>(+1,183 lb.) | +639 kg<br>(+1,409 lb.) | +564 kg<br>(+1,243 lb.)         | N/A             | N/A                | N/A               |

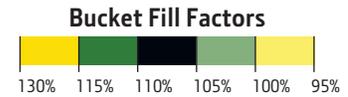
\*May change based on vehicle configuration, weight, or tire-pressure adjustments.

<sup>§</sup>CaCl<sub>2</sub> not recommended.

<sup>§</sup>Requires 8-deg. rear axle stops.



| LOOSE MATERIALS                  | kg/m³ | lb./cu. yd. | LOOSE MATERIALS                       | kg/m³ | lb./cu. yd. |
|----------------------------------|-------|-------------|---------------------------------------|-------|-------------|
| Chips, pulpwood                  | 288   | 486         | Limestone, coarse, sized              | 1570  | 2,646       |
| Cinders (coal, ashes, clinkers)  | 673   | 1,134       | Limestone, mixed sizes                | 1682  | 2,835       |
| Clay and gravel, dry             | 1602  | 2,700       | Limestone, pulverized or crushed      | 1362  | 2,295       |
| Clay, compact, solid             | 1746  | 2,943       | Sand, damp                            | 2083  | 3,510       |
| Clay, dry in lump loose          | 1009  | 1,701       | Sand, dry                             | 1762  | 2,970       |
| Clay, excavated in water         | 1282  | 2,160       | Sand, voids, full of water            | 2083  | 3,510       |
| Coal, anthracite, broken, loose  | 865   | 1,458       | Sandstone, quarried                   | 1314  | 2,214       |
| Coal, bituminous, moderately wet | 801   | 1,350       | Shale, broken crushed                 | 1362  | 2,295       |
| Earth, common loam, dry          | 1218  | 2,052       | Slag, furnace granulated              | 1955  | 3,294       |
| Earth, mud, packed               | 1843  | 3,105       | Stone or gravel, 37.5 to 87.5-mm      |       |             |
| Granite, broken                  | 1538  | 2,592       | (1.5 to 3.5") size                    | 1442  | 2,430       |
| Gypsum                           | 2275  | 3,834       | Stone or gravel, 18.75-mm (3/4") size | 1602  | 2,700       |





# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

January 06, 2016

Joseph Lillio  
Las Virgenes Municipal Water District  
1432 La Virgenes Road  
Calabasas, CA 91302

Carl Moyer Contract # 16169

Dear Mr. Lillio:

Enclosed are two originals of the above-mentioned agreement between SCAQMD and Las Virgenes Municipal Water District for the replacement of 1 off-road vehicle for \$38,936 under the FY 2013-14/Year 17 Carl Moyer Program.

Please review the contract, have your authorized representative sign the originals, initial Clause 20 – “Payment”, and return them **both** to my attention for further contract processing. In addition, please provide certificate of insurance in accordance to Clause 8 of the contract.

If you have any questions or concerns regarding the contract, please contact Von Loveland at (909) 396-3063.

Sincerely,

Marjorie Eaton  
Contracts Administration  
Science & Technology Advancement  
(909) 396-3036  
meaton@aqmd.gov

Enclosures  
Federal Express



This Contract consists of 17 pages.

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and Las Virgenes Municipal Water District (referred to here as "CONTRACTOR") whose address is 4232 Las Virgenes Road, Calabasas, California 91302.
2. RECITALS
  - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. SCAQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. Through this Carl Moyer Program-funded Contract, the parties desire to fund the incremental costs of certain cleaner-than-required equipment in order to generate cost-effective and surplus air emission reductions within the geographical boundaries of the South Coast Air Quality Management District. Accordingly, SCAQMD desires to contract with CONTRACTOR for the project described in Attachment 1 - Statement of Work, attached here and made a part here by reference.
  - B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
  - D. "Equipment," as used in this Contract, means the equipment described in Attachment 1 – Statement of Work and funded in whole or in part by the Carl Moyer Program, which may include, but is not limited to, trucks, engines, marine vessels, retrofit devices, electrification infrastructure, cargo handling equipment and/or locomotives, as applicable.
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. CONTRACTOR further agrees to immediately notify SCAQMD in writing of any change in its licensing status which has a material impact on the CONTRACTOR's performance under this Contract.
  - B. CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
  - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
  - D. CONTRACTOR must ensure that the Equipment to be purchased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term.
  - E. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.

4. TERM - The term of this Contract is from the date of execution by both parties, which is the effective date of this Contract, to December 31, 2021, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties. CONTRACTOR assumes all financial risk and is in no way guaranteed Carl Moyer Program funds for work done prior to the effective date of this Contract. The Contract term above encompasses both the project completion and project implementation periods, as described below, to ensure that the SCAQMD and the California Air Resources Board ("CARB") can fully enforce the terms of this Contract during the life of this Carl Moyer Program-funded project.
  - A. Project Completion – Project completion is the time frame starting with the date of Contract execution by both parties to the date the project post-inspection confirms that the project has become operational. This includes the time period when the Equipment described in Attachment 1 - Statement of Work is ordered, delivered and installed.
  - B. Project Implementation - The project implementation time frame is the second part of the Contract term and equals the project life, which is the number of years that the Equipment must operate as specified in the Attachment 1 – Statement of Work to obtain surplus emissions reductions that are cost-effective. CONTRACTOR is required to operate and maintain the Carl Moyer Program-funded Equipment according to the terms of this Contract for the full project implementation period.
5. TIME PERIOD FOR CONTRACT EXECUTION - This Contract must be signed by the CONTRACTOR and received by SCAQMD within sixty (60) days from the receipt of the Contract by the CONTRACTOR. Failure to timely sign and return the Contract to SCAQMD may result in the withdrawal of the award. Time is of the essence in executing this Contract.
6. TERMINATION
  - A. CONTRACTOR's failure to comply with any term or condition of this Contract shall constitute a material breach of this Contract. The SCAQMD will either notify the CONTRACTOR that it must timely cure this breach, or provide ten (10) days' written notification of SCAQMD's intention to terminate this Contract and invoke the penalties under Clause 6.D. The SCAQMD reserves all rights under law and equity to enforce this Contract or to recover damages.
  - B. Notwithstanding sub-Clause 6A, this Contract may be terminated without penalty prior to completion of the Contract term if the Equipment becomes inoperable through mechanical failure of components or systems and cannot be repaired or replaced and such failure is not caused by CONTRACTOR's negligence, misuse or malfeasance. CONTRACTOR shall submit written documentation supporting any basis for early termination under this sub-Clause for the approval of SCAQMD.
  - C. SCAQMD reserves the right to terminate this Contract, in whole or in part without cause upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as otherwise directed by SCAQMD, discontinue any work being performed under this Contract and cancel all of CONTRACTOR'S orders in connection with such work, and shall use its best efforts to terminate existing subcontracts upon terms satisfactory to the SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any work already in progress and to dispose of any property as requested by SCAQMD. CONTRACTOR shall also promptly deliver to SCAQMD all copies of documentation and other information and data prepared or developed by CONTRACTOR under this Contract. CONTRACTOR will be paid in accordance with this Contract for work performed before the effective date of termination.

- D. Should CONTRACTOR desire to terminate this Contract in whole or in part prior to the completion of the Contract term for reasons other than those stated in sub-Clause 6B, CONTRACTOR shall return to SCAQMD a prorated share of the funds already paid under this Contract, in an amount determined by SCAQMD.
7. STOP WORK – SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.
8. INSURANCE
- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates should be mailed to: SCAQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4182. **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR agrees to maintain the above required insurance as well as property insurance with sufficient limits to cover the loss of the Equipment. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of Contract performance. Failure to provide evidence of current coverage is grounds for termination for breach of Contract.
- G. If CONTRACTOR subcontracts all or part of the work under this Contract, CONTRACTOR shall require its subcontractors to comply with the above-mentioned insurance requirements and to name SCAQMD as an additional insured in the above-mentioned insurance policies.
9. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss,

damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

10. COMPLIANCE WITH CARL MOYER PROGRAM GUIDELINES – CONTRACTOR warrants that the project upon which this Contract is based complies with CARB's current Carl Moyer Program Guidelines ("CMP Guidelines"), incorporated herein by reference, which include, but are not limited to, the following:
- A. The project described in the Statement of Work is not required by any local, state and/or federal rule or regulation, memorandum of understanding/agreement, settlement agreement, mitigation requirement, or other legal mandate.
  - B. The low emissions technology used in the project has been certified or verified by CARB and meets the applicable NOx, PM and/or ROG requirements, or if it has not been certified/verified by CARB, the low emissions technology has been approved by CARB on a case-by-case basis.
  - C. Rights to the emission reductions generated by the Project must not be claimed by any participant as emission reduction credits or be used under any emission averaging banking and trading program. In addition, rights to the emission reductions may not be claimed by the engine or equipment manufacturer in any flexibility or "early introduction" incentive program.
  - D. The Equipment must not have been ordered or purchased prior to the date of the SCAQMD Governing Board approval of the Contract award.
  - E. For repowers and replacement projects, the existing (old) engine must be destroyed and rendered permanently unusable and irreparable. There must be no cannibalization of parts from the old engine. Destruction methods and requirements are specified in the Statement of Work and the CMP Guidelines.
  - F. For repower projects, the installation of the engine must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment manufacturer.
  - G. In signing this Contract, CONTRACTOR certifies that its fleet, engine(s) or equipment/vehicle is in compliance with all applicable federal state, and local air quality rules and regulations at the time of Contract execution, and that it will maintain compliance for the full Contract term. CONTRACTOR also agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
  - H. The Project must be included when defining the size of the CONTRACTOR's fleet for determining regulatory requirements.
  - I. Throughout the Contract term, the Project must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance.
11. INCORPORATION OF CARL MOYER PROGRAM APPLICATION – CONTRACTOR'S application for the project funded under this Contract is hereby incorporated by reference and made a part of this Contract.

12. MAINTENANCE - CONTRACTOR shall maintain the Equipment in accordance with the manufacturer's specifications for the project life. Tampering with the engine is strictly prohibited. CONTRACTOR is responsible for maintaining a working hour meter or other SCAQMD-approved measuring device to track Equipment usage for projects that use hours of operation as a means of calculating emission reductions and cost-effectiveness. If the hour meter/usage device fails, CONTRACTOR must immediately notify SCAQMD, and CONTRACTOR remains responsible for validating any hours not recorded by the hour meter/usage device. The CONTRACTOR must either repair or replace the non-operating meter/device or provide other documentation of Equipment operating hours acceptable to SCAQMD.
  
13. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT
  - A. CONTRACTOR agrees to the following Records Retention Period: maintain records related to this Contract during the Contract term and continue to retain these records for a period of three years beyond the Contract term.
  - B. SCAQMD, CARB, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Contract during the Records Retention Period. CONTRACTOR agrees to include a similar right for SCAQMD to conduct on-site inspections and audits in any related subcontract.
  - C. If an amount is found to be inappropriately expended, SCAQMD may withhold payment, or seek reimbursement, from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
  
14. INSPECTIONS
  - A. A Pre-Inspection shall be conducted by the SCAQMD on **all** existing (old) equipment (including engines and vehicles) prior to any work commencing under this Contract. SCAQMD must verify that CONTRACTOR has met all requirements of the Carl Moyer Program regarding eligibility of the existing equipment. This includes documentation of the type of equipment, operational condition, mileage, vehicle and engine identification. This Contract may be modified or terminated based upon the results of the Pre-Inspection should the SCAQMD determine that: the existing equipment is non-operational; does not match the information submitted for analysis (i.e. vehicle make, model, model-year, engine type, horsepower, model year, etc.); or other factors exist that would not result in the calculated real, quantifiable and surplus emission reductions. For fleets owned or operated by public agencies, SCAQMD may conduct the Pre-Inspection by requiring the public agency to provide documentation to verify that all requirements of the Carl Moyer Program regarding eligibility of existing equipment/vehicles/engines are met. It is the responsibility of the CONTRACTOR to contact SCAQMD and arrange a Pre-Inspection of the existing equipment, and to confirm with SCAQMD that the equipment has been pre-inspected and is eligible to participate in the Carl Moyer Program.
  - B. A Post-Inspection shall be conducted by the SCAQMD after receipt of the invoice from the CONTRACTOR. SCAQMD must verify that CONTRACTOR has met all requirements of the Carl Moyer Program. Final payment will not be made unless the SCAQMD verifies that: the retrofit device or engine listed in the Statement of Work has/have been installed; that the Equipment is operational; and, where applicable, that the replaced engine(s) or vehicle(s) has/have been destroyed and rendered useless and there is no evidence of cannibalization of parts from the old engine(s). For fleets owned or operated by public agencies, SCAQMD may conduct the Post-Inspection through a statistically significant random sample of the vehicles, where the project under this Contract consists of more than twenty (20) vehicles.

15. MONITORING AND ENFORCEMENT – CONTRACTOR agrees to operate the Equipment according to the terms of this Contract, including the CMP Guidelines, and to cooperate with SCAQMD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. CONTRACTOR also understands and agrees that in addition to SCAQMD, CARB, as an intended third-party beneficiary of this Contract, also has the right to enforce the terms of this Contract to ensure emission reductions are generated. SCAQMD and CARB will seek whatever legal, equitable and other remedies are available for CONTRACTOR's failure to comply with the terms of this Contract, including the CMP Guidelines.
16. REPORTING REQUIREMENTS - CONTRACTOR shall submit reports in accordance with Attachments 1, 1A and 1B, attached here and incorporated herein by reference. Non-compliance with the reporting requirements of this Contract may result in the implementation of on-site monitoring by the SCAQMD.
17. SUCCESSORS-IN-INTEREST – This Contract shall be binding on and inure to the benefit of each party's heirs, executors, administrators, successors, and assigns.
18. EQUIPMENT USAGE
  - A. The percentage of each Equipment's annual mileage or engine hours of operation that must be accrued within the geographical boundaries of the South Coast Air Quality Management District shall be in accordance with Attachment 1 – Statement of Work. Information included in the annual reports required under this Contract will be used to verify this usage.
  - B. CONTRACTOR is prohibited from removing the Equipment from service in California during the term of this Contract, unless the Equipment become inoperable through mechanical failure of components or systems, and cannot be repaired or replaced, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance. CONTRACTOR shall promptly notify SCAQMD if any Equipment is removed from service in California.
  - C. If the Equipment usage reported in the annual report does not meet the usage specified in Attachment 1 – Statement of Work, the SCAQMD will flag the project. SCAQMD will take appropriate action to ensure the contracted emissions reductions are realized, which may include, but are not limited to, recapturing funds in an amount proportional to the unrealized emissions reductions or extending the project life.
19. FUNDS FROM OTHER SOURCES
  - A. In signing this Contract, CONTRACTOR certifies that it has disclosed all other public funds that it applied for or received for the project described in the Statement of Work. CONTRACTOR understands that failure to disclose shall, at a minimum, result in disqualification from receiving funding for that project, the recapture of funds, and may result in CONTRACTOR being banned from submitting future applications to any and all Carl Moyer Program solicitations.
  - B. CONTRACTOR is prohibited from applying for or receiving other public funds for the same project described in the Statement of Work, except CONTRACTOR may apply for and receive additional funding for the same project from federal programs to reduce greenhouse gas emissions (GHG) or funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program to reduce GHG. Such funding is subject to the disclosure requirements of Clause 19.A.
  - C. The total amount of public funds received by CONTRACTOR for the same project during the term of this Contract must not exceed eighty-five (85) percent of the project cost. If the total amount of public

funds exceeds eighty-five percent, CONTRACTOR shall return sufficient amounts to SCAQMD to decrease the total amount of public funds funding the same project to eighty-five percent.

20. PAYMENT

- A. SCAQMD will reimburse CONTRACTOR an amount not-to-exceed Thirty Eight Thousand Nine Hundred Thirty Six Dollars (\$38,936) in accordance with Attachment 2, Payment Schedule, attached here and incorporated herein by reference.
- B. Payment may be made directly to the dealer or distributor upon submission of an itemized invoice from the CONTRACTOR requesting that such direct payment be made. If the purchase is being financed, CONTRACTOR may choose to have the payment sent directly to the financing company, or provide SCAQMD with proof of payment to the financing company in order for CONTRACTOR to be reimbursed. Payments made under this Contract must be used to reduce the principal owed for the Equipment.
- C. Before any payment can be made, CONTRACTOR must submit itemized invoices from the engine supplier for repowers or paid invoices from the vehicle owner for replacement vehicles, and the Post-Inspection pursuant to Clause 14.B. must indicate that the project is operational. The itemized invoices must include enough detail to ensure that only eligible project costs are paid, in accordance with the CMP Guidelines. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Contract number, period covered by invoice, and CONTRACTOR's Social Security Number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Carl Moyer Contract Administrator, Technology Advancement, 21865 Copley Drive, Diamond Bar, CA 91765-4178.
- D. Payment under this Contract is contingent upon receipt of funds from CARB.
- E. SCAQMD may de-obligate from the Contract funds that remain unexpended as required in the Contract upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR to initial here acknowledging consent to de-obligation of non-expended funding. \_\_\_\_\_

21. SECURITY INTEREST - CONTRACTOR hereby grants SCAQMD a security interest in any and all equipment, including vehicles and marine vessels, purchased in whole or in part with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment and/or vehicles purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment and/or vehicles that are the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing.

22. MOBILE SOURCE EMISSION REDUCTION CREDITS - No emission reductions generated by Carl Moyer Program-funded projects may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. All validated emission reductions shall be applied toward the State Implementation Plan (SIP) attainment demonstration. All emission reductions generated from the expenditure of Carl Moyer funds may not be converted into tradable credits, and shall be used for the sole purpose of meeting the attainment schedule contained in the applicable SIP.

23. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any intellectual property developed under this Contract shall at all time remain with SCAQMD. Such material is agreed to be SCAQMD's proprietary information.
- A. Rights of Technical Data - SCAQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.
  - B. Copyright - CONTRACTOR agrees to grant SCAQMD a royalty free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
24. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

SCAQMD: South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Carl Moyer Contract Administrator, Technology Advancement

CONTRACTOR: Las Virgenes Municipal Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302  
Attn: Joseph Lillio Phone: 818-251-2100

25. INDEPENDENT CONTRACTOR – CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD or CARB, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify SCAQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.
26. PUBLICATION
- A. SCAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from SCAQMD in connection with performance under this Contract.
  - B. Information, data, documents, photographs or reports developed by CONTRACTOR for SCAQMD, pursuant to this Contract, shall be part of SCAQMD's public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to SCAQMD.

The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

- i. "This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (SCAQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of SCAQMD. SCAQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. SCAQMD has not approved or disapproved this report, nor has SCAQMD passed upon the accuracy or adequacy of the information contained herein."

27. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

28. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of the Equipment, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

29. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

30. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

31. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.

32. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
33. HEADINGS - Headings on the Clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
34. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
35. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
36. CITIZENSHIP AND ALIEN STATUS
  - A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
  - B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
37. SUBCONTRACTOR APPROVAL – If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
38. TAX IMPLICATIONS FROM RECEIPT OF CARL MOYER PROGRAM FUNDS – CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of funds under the Carl Moyer Program.

39. DISCLAIMER OF WARRANTY – The decision to participate in the Carl Moyer Program and to purchase Program-eligible Equipment is CONTRACTOR's decision. **SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or Equipment.** SCAQMD will not be financially responsible or otherwise liable for the installation or performance of the Equipment.
  
40. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

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IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

LAS VIRGENES MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_  
Name:  
Title:

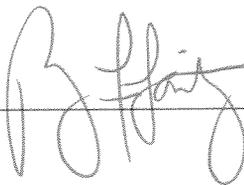
Date: \_\_\_\_\_

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

ATTEST:  
Saundra McDaniel, Clerk of the Board

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

APPROVED AS TO FORM:  
Kurt R. Wiese, General Counsel

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

//Moyer Template  
Last Updated: April 28, 2015

## ATTACHMENT 1

### STATEMENT OF WORK LAS VIRGENES MUNICIPAL WATER DISTRICT FY 2014-15 CARL MOYER PROGRAM FUND 32-SB 1107 ACCOUNT

The purpose of this Contract is to reduce emissions from construction equipment through the replacement of one existing diesel rubber-tired loader with one new diesel rubber-tired loader to meet the CARB Tier 4 Final engine emission standards of 0.30 g/bhp-hr of NOx and 0.01 g/bhp-hr for PM. Project emissions reductions were calculated using a five year project life.

CONTRACTOR agrees to replace one existing diesel Volvo L70 with one new diesel John Deere 444K rubber-tired loader to meet the CARB Tier 4 Final NOx engine emission standards. Tasks necessary to implement this intent are subject to the due dates specified in Attachment 1A and are as follows:

#### **Task 1: Inspections**

- 1.1 CONTRACTOR shall make all equipment/vehicles/engines available to SCAQMD staff for pre-inspection prior to any work commencing to implement this Contract. All equipment/vehicles/engines must be in working order. CONTRACTOR shall provide access to all vehicle identification numbers, engine identification numbers and other legal identification of equipment/vehicles/engines.
- 1.2 CONTRACTOR shall make all equipment/vehicles/engines available to SCAQMD staff for post-inspection in accordance with the INSPECTIONS clause of the Contract.
- 1.3 CONTRACTOR shall destroy and render useless the existing engine(s) and the replaced equipment/vehicles described above in a manner in accordance with the COMPLIANCE WITH CARL MOYER PROGRAM GUIDELINES clause of the Contract.

#### **Task 2: Procurement of Engines and Equipment**

- 2.1 CONTRACTOR shall provide procurement documentation of one new diesel 124-horsepower John Deere 444K to replace one existing diesel 110-horsepower Caterpillar Volvo L70 rubber-tired loader. This documentation shall include, at a minimum, identification of the engine manufacturer; the price of the engine including any taxes, delivery fees and other costs; identification of the new engine make, model, model year, engine family, serial number, horsepower and fuel type.

**Task 3: Operation of Vehicles**

- 3.1 CONTRACTOR shall place the one new diesel John Deere 444K rubber-tired loader into regular service and shall inform the SCAQMD where the vehicles are located within the geographical boundaries of the South Coast Air Quality Management District.
  
- 3.2 CONTRACTOR shall operate the one new diesel John Deere 444K rubber-tired loader to meet the CARB Tier 4 Final NOx engine emissions standard for a minimum of five years with 100% of the engine hours of each vehicle accumulated within the geographical boundaries of the South Coast Air Quality Management District. CONTRACTOR shall make operational information for the vehicles available, upon reasonable notice, to SCAQMD or CARB staff during the life of the vehicles. This information shall include annual hours operated and amount of fuel consumed. The expected usages of the new equipment as reported in the proposal application and the estimated emission reductions as calculated are:

| <b>Equipment</b>                               | <b>Average Annual Hours of Operation (per equipment)</b> | <b>Estimated Reduction of NOx+ROG Per Equipment (tons/yr)</b> | <b>Estimated Reduction of PM Per Equipment (tons/yr)</b> |
|--|--|---|--|
| One diesel John Deere 444K rubber-tired loader | 560  | 0.219   | 0.012  |

If CONTRACTOR’s hours of operation do not average out to within 70% of the above-stated annual average hours of operation over at least a 3-year period, (i.e. no more than 30% below the above-stated annual average hours of operation), CONTRACTOR shall coordinate with SCAQMD staff to develop actions to ensure that the required emission reductions are realized.

**Task 4: Reporting**

- 4.1 CONTRACTOR shall provide quarterly and annual reports as described in the Deliverables, Attachment 1B.
  
- 4.2 CONTRACTOR shall notify SCAQMD in advance of the sale of the equipment/vehicles/engines in accordance with the ASSIGNMENT AND TRANSFER OF EQUIPMENT clause of the Contract.

**ATTACHMENT 1A**

**PROJECT MILESTONES  
LAS VIRGENES MUNICIPAL WATER DISTRICT  
FY 2014-15 CARL MOYER PROGRAM  
FUND 32-SB 1107 ACCOUNT**

| <b><u>Milestone</u></b>                       | <b><u>Due Date</u></b>  |
|---|---|
| Vehicles Delivery and<br>Acceptance Completed | September 30, 2016  |
| Vehicles in Service                           | December 31, 2016   |
| All Invoices Due No Later Than                | December 31, 2016   |
| Quarterly Progress Reports Due                | January 30, 2016<br>April 30, 2016<br>June 30, 2016<br>September 30, 2016 |
| Annual Project Progress Reports Due           | December 31, 2017 thru<br>December 31, 2021                               |

## ATTACHMENT 1B

### DELIVERABLES LAS VIRGENES MUNICIPAL WATER DISTRICT FY 2014-15 CARL MOYER PROGRAM FUND 32-SB 1107 ACCOUNT

In addition to the deliverables set forth in the above-referenced statement of work, CONTRACTOR shall supply the following reports to the SCAQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. Two stapled copies of each quarterly progress report due by the 15th day of the month following the reporting period. CONTRACTOR shall submit two copies of each progress report to SCAQMD's Carl Moyer Contract Administrator-Technology Advancement, in conjunction with any applicable invoice for the same period. Quarterly reports are required until all vehicles are placed into regular operating service. **Invoices will not be paid if quarterly reports are not up to date.** Each progress report shall include, but not be limited to, the following:
  - a. Reference to SCAQMD contract number and title of project.
  - b. Reporting time period (months, year).
  - c. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities. Include information such as:
    - Accumulated hours, mileage and fuel consumed per vehicle in service during the reporting period.
    - Discussion of vehicle performance, including operational performance and repairs and maintenance performed.
2. Two stapled copies of an annual report, to be submitted annually for the term of the agreement. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). The annual report shall include, but not be limited to, the following:
  - a. Reference to SCAQMD contract number and title of project.
  - b. Color photographs in a digital format, such as .ppt, .tif, .jpg on a CD or sent electronically, of:
    - The vehicles funded by the Carl Moyer Program.
  - c. A description of the operation of the vehicles, including:
    - Accumulated hours of operation per vehicle in service during the reporting period, and the percentage of the total annual accumulated hours operated within the geographical boundaries of the South Coast Air Quality Management District.
    - Amount of fuel purchased during the reporting period.
    - Discussion of vehicle performance, including operational performance and repairs and maintenance performed.
  - d. Problems - a discussion of significant problems encountered during the year and how they were resolved.

**ATTACHMENT 2**

**PAYMENT SCHEDULE  
LAS VIRGENES MUNICIPAL WATER DISTRICT  
FY 2014-15 CARL MOYER PROGRAM  
FUND 32-SB 1107 ACCOUNT**

CONTRACTOR shall be reimbursed for the replacement of one existing diesel rubber-tired loader with one new diesel rubber-tired loader to meet the CARB Tier 4 Final NOx engine emissions standard in an amount not to exceed \$38,936. All invoices must be accompanied by supporting documentation, including invoices, proof of payment and a written report documenting delivery, acceptance and placement into service.

**Maximum Cost Per Vehicle  
to be Reimbursed By SCAQMD**

| <b><u>Carl Moyer Program</u></b>  | <b><u>Number of Engines</u></b> | <b><u>Maximum Total Cost</u></b> |
|---|---------------------------------|----------------------------------|
| \$38,936 – One new diesel John Deere<br>444K rubber-tired loader<br>(Replacement of Unit 710) | 1                               | \$ 38,936                        |
| <b>Total Contract not-to-exceed</b>   |                                 | <b>\$ 38,936</b>                 |

Payments will be disbursed after evidence of the existing (old) engine and vehicle/equipment destruction is submitted and a satisfactory post-inspection is conducted by the SCAQMD staff.