

Rubidoux Community Services District

Board of Directors

Armando Muniz
Hank Trueba Jr.
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING Thursday, August 20, 2020 at 4:00 PM

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020 as a response to mitigating the spread of corona virus known as COVID-19:

During this regular meeting of the Rubidoux Community Services District Board of Directors, members of the public will not be allowed to attend and address the Board in person.

Members of the public wanting to listen to the meeting or address the Board may do so by:

- Using the Zoom App or website for free at: <https://zooms.us/>
 - o Once installed ahead of the meeting, you may choose your audio source as either computer speakers/microphone or telephone.
 - o If you wish to make public comments via the Zoom platform, the Board Secretary will identify you at your time to speak.
 - o Meeting ID is **433-532-2766**.

- Calling into the meeting at any one of the following numbers:
 - +1 669 900 9128
 - +1 346 248 7799
 - +1 301 715 8592
 - +1 312 626 6799
 - +1 646 558 8656
 - +1 253 215 8782

Only one person at a time may speak by telephone and only after being recognized by the Secretary of the Board.

1. Call to Order – Armando Muniz, President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for the August 6, 2020, Regular Meeting.
5. Consideration to Approve August 21, 2020, Salaries, Expenses and Transfers
6. Acknowledgements – This is the time for Members of the Public to address the Board on Any Non-agenda Matter.
7. Correspondence and Related Information
8. Manager's Report (Second Meeting each Month):
 - a) Operations Report
 - b) Emergency and Incident Report

ACTION ITEMS:

9. Consider Nomination for an Alternate Special District Member of the Riverside Local Agency Formation Committee: **DM 2020-59**
10. Receive and File Statement of Cash Asset Schedule Report Ending July 2020: **DM 2020-60**
11. Consider Adoption of Resolution No. 2020-871, A Resolution Which Amends the District Standard Conflict of Interest Code: **DM 2020-61**
12. Consider Geotechnical Investigation and Construction Testing for Leland Thompson Ion Exchange Project: **DM 2020-62**
13. Consider Geotechnical Investigation and Construction Testing for Anita B. Smith Project: **DM 2020-63**
14. **Closed Executive Session:**
 - A. Pursuant to Government Code Section 54956.9: Legal Counsel Status on Litigation Case No. CIVDS 1310520, City of Riverside vs. Rubidoux Community Services District
15. Directors Comments - Non-action

16. Adjournment

Closed Session: At any time during the regular session, the Board may adjourn to a closed executive session to consider matter of litigation, personnel, negotiations, or to deliberate on decisions as allowed and pursuant with the open meetings laws. Discussion of litigation is within the Attorney/Client privilege and may be held in closed session.

Authority: Government code 11126-(a) (d) (q).

4. APPROVAL OF MINUTES FOR AUGUST 6, 2020, REGULAR
MEETING

MINUTES OF REGULAR MEETING

August 6, 2020

RUBIDOUX COMMUNITY SERVICES DISTRICT

DIRECTORS PRESENT: Armando Muniz
Bernard Murphy
John Skerbelis
F. Forest Trowbridge
Hank Trueba, Jr.

DIRECTORS ABSENT: None

STAFF PRESENT: Jeffrey Sims, General Manager
Ted Beckwith, Director of Engineering
Brian Laddusaw, Director of Finance
Brian Jennings, Manager Budgeting & Accounting
Miguel Valdez, Maintenance & Operations

MEMBERS OF THE PUBLIC: None

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by Director Murphy, at 4:00 P.M., Thursday, August 6, 2020, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for July 16, 2020, Board Meeting.

Director Skerbelis moved and Director Muniz seconded to approve the July 16, 2020 Regular Meeting Minutes.

Roll call:

Ayes – 4 (Muniz, Murphy, Skerbelis, Trueba)

Noes – 0

Abstain – 1 (Trowbridge)

Absent – 0

The motion was carried 4-1.

Agenda Item 10 was requested to be moved up in the order of sequence. There were no objections.

ITEM 10. Consider Approval of Additional Expenses to County Fire Contract. DM 2020-56.

BACKGROUND

Rubidoux Community Services District (“District”) is starting the third year of a three-year contract with Riverside County (“County”) for the County to provide fire services on behalf of the District. This in part includes staffing of Station 38 and providing equipment as needed to perform services on a 24/7 basis. The County’s annual cost for these services is roughly \$2.5 million and the County invoices on a quarterly basis. This expense is paid by the District using structural fire tax increment revenue generated by property owners within the geographic boundary of the District. Based on County through three quarterly invoices, it is anticipated the District will have surplus budget for fire services expenses.

Chief Veik recently contacted staff and has discussed the need for an upgrade of the Fire Prevention Technician to a Fire Systems Inspector. Currently the District shares in half the cost (\$50,000) with the County of Riverside for the current position. Upgrading the position to Fire System Inspector adds approximately \$20,000 annually and the District would be responsible to pay for half, or approximately \$10,000 annually. In addition, upgrading to a Fire System Inspector would change our cost sharing entity from the County of Riverside to the City of Eastvale. Rational for the upgrade in position was explained due to:

1. State mandated facility inspections such as health care facilities.
2. Ongoing weed abatement inspections and administration.
3. Annual business inspections (fire extinguishers, smoke detectors, ingress/egress, etc.)

Chief Veik indicates the annual business inspections are long overdue in the District and need to be done. The upgraded position will have proper training and certifications to conduct the inspections.

From a cost standpoint, this is a negligible add to the current annual cost paid to the County (0.4%) and there is sufficient surplus budget in the approved Fiscal Year 2020/21 Budget to cover the added cost. The alternative to this modification, is for the District to take on this work itself, which from an expertise and cost standpoint would not be preferable.

Per the current agreement the District has with the County, the contract allows for minor adjustments such as this provided the District sends a letter to the County requesting the change. The agreement also has a requirement where the District is asked to send a letter to the County approximately one year prior to the contract expiring indicating whether the District intends to continue with the County for fire services. This is needed so the County can initiate their budgeting process for cost allocations to contracting entities who use them for fire services.

Director Muniz moved and Director Trowbridge seconded authorizing the General Manager to:

- 1. Send a letter to the County of Riverside requesting an upgrade of the Fire Prevention Technician to a Fire Systems Inspector with an added annual cost to the District of approximately \$10,000.**
- 2. Send a letter to the County of Riverside indicating the District's intent to continue with Riverside County for fire services once the current contract expires June 30, 2021 pursuant to contract negotiations for renewal.**

Ayes – 4 (Muniz, Murphy, Skerbelis, Trowbridge)

Noes – 0

Abstain – 0

Absent – 0

Away – 1 (Trueba)

The motion was carried unanimously.

ITEM 5. Consideration to Approve the August 7, 2020 the Salaries, Expenses and Transfers.

Consideration to Approve the August 7, 2020 Salaries, Expenses and Transfers.

Director Murphy moved and Director Muniz seconded to Approve the August 7, 2020 Salaries, Expenses and Transfers.

Roll call:

Ayes – 3 (Muniz, Murphy, Skerbelis)

Noes – 0

Abstain – 1 (Trowbridge)

Away – 1 (Trueba)

The motion was carried 3-1-1.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

There were no members of the public at this time.

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

There was an article from the Valley News regarding Elsinore Valley MWD. They have closed their lobby in response to the recent mandate from Gov. Gavin Newsom to limit exposure during increasing numbers of COVID-19 cases. There was an attachment from LAFCO, regarding a call for nominations for an alternate Special District Member of the

Riverside Local Agency Formation Commission. Nominations must be received by 5:00 pm on Monday, September 21, 2020.

Director Murphy requested staff look into the CheckFreePay locations in the service area and to find out more about it for the Rubidoux area.

ITEM 8. MANAGER'S REPORT

Operations Report:

Miguel Valdez, Maintenance and Operations Manager reported the Operations Team has maintained ability to keep up with repair of routine leak fixings and maintenance of wells while the Operations Team has been on modified work schedule put in place March 23 as part of the COVID-19 pandemic. He also stated Houston Harris performed routine sewer pipelines and lift station cleaning.

Brian Laddusaw discussed reported during the first week of August the Financial Statement Audit took place in the office for Fiscal Year ending June 30, 2020. The on-site work was completed August 6, 2020. The Draft Financial Statement Audit should be received around the middle of September. The Draft Audit is generally presented to the Board at the first meeting in October. The auditors have a questionnaire for the Board members that will be hand delivered to them.

Mandatory ethics training courses are required every two (2) years for the Board Members. There are several directors who have theirs coming up before March 2021.

Brian Jennings discussed the current phone system and the need to replace it after twenty (20) plus years. He has reviewed results of new phone systems demonstrations from two (2) different vendors. The new system is proposed to include new hardware, software, operate over the internet (rather than current hardwire), and have voicemail, and automated attendant features. This system will eliminate the need for the answering service, which will save the District approximately \$500/mo. It will be able to handle after-hours call through an automated voice system. Staff is moving forward with this system. The Director of Finance, Brian Laddusaw, confirmed there is sufficient funding available for the replacement. The cost will be approximately \$15,000-\$18,000 including support from Acorn, the District's IT Support Firm.

Emergency and Fire Report:

Presented at the second board meeting of the month.

ITEM 9. Rescinding Resolution No. 2018-840, a Resolution Cancelling the First Board Meetings that Conflict with the National Holidays of January 1st (New Year) and July 4th (Independence Day). DM 2020-55.

BACKGROUND

At its May 17, 2018 Board Meeting, the Board of Directors of Rubidoux Community Services District (“District”) approved and adopted Resolution No. 2018-840. Approval of this resolution formally cancelled the regular Board Meetings held on the first Thursday of January and July each year. Attached for reference is DM 2018-35. It provided information for the Board to consider relating to adopting Resolution No. 2018-840. Adoption of Resolution No. 2018-840 formalized a 25-year practice of the first Board Meetings in January and July not being held.

During Director Comments at the June 18, 2020 Board Meeting, it was requested staff add an item on an upcoming Board Meeting agenda for the Board to consider this practice. Possible options the Board may want to consider:

1. Maintain status quo – Meeting falling on the first Thursdays of January and July each year are cancelled.
2. Rescind Resolution No. 2018-840 and schedule Board Meetings falling on the first Thursdays of January and July each year.
3. Rescind Resolution No. 2018-840 and adopt a new resolution that cancels the Board Meeting on the first Thursday in either January or July, rather than both.

Option 2 if chosen would add \$1,551.30 of Director stipend expense above current with Resolution No. 2018-840 in effect. If Option 2 or 3 is selected, staff will bring back a resolution at a future Board Meeting to facilitate the desired direction.

Director Trowbridge made a motion to Rescind Resolution No. 2018-840 and schedule Board Meetings on the first Thursdays of January and July each year (Option 2). With no second motion, the motion died.

Director Skerbelis moved and Director Trueba seconded approval to Maintain status quo (Option 1) – Meetings falling on the first Thursdays of January and July each year are cancelled.

Roll call:

Ayes – 3 (Muniz, Skerbelis, Trueba)

Noes – 2 (Murphy, Trowbridge,)

Abstain – 0

Absent – 0

The motion was carried 3-2.

ITEM 11. Consider Approval of Engineering Services Support for and Installation of Granular Activated Carbon Vessels at Well No. 6. DM 2020-57.

BACKGROUND

Rubidoux Community Services District (“District”) needs to add Granulated Activated Carbon filtration and treatment to meet lower Notification Limit (NL) and Response Limit (RL) for PFAS contaminants established by California State Water Quality Resources Control Board Department of Drinking Water (DDW). Two components of PFAS contaminants are PFOA and PFOS, respectively. Conducted testing and laboratory results indicate all wells in the District are at or above these limits. Absent treatment the District will need to notify its customers they are being served water with contaminants above the limits set by DDW.

The District has already added treatment for Well 4 by using Granular Activated Carbon (GAC) with two Pressure Vessels (PV’s) in parallel (Q = 11 gpm). Additionally, treatment for Well 2 is done with two GAC PV’s in parallel (Q = 900 gpm). The District is also in process of developing an Ion Exchange (IX) system in series to treat water produced from Wells 1A, 8 and 18 (Q = 4900 gpm). The last well is Well 6 The District’s Board has previously authorized purchase of three refurbished PV’s to treat water at Well 6 (Q = 2200 gpm). These PV’s are currently being refurbished and will soon be ready to ship to the District.

To proceed with installation of these PV’s at Well 6 the next step is to prepare bidding documents to hire a contractor to do the installation work. This work consists of a foundation to support the PV’s and all associated piping to connect the wells to the GAX PV’s for treatment and connection back to the District’s water distribution system TKE Engineering Consultants has provided the District the attached scope of work and proposal for the design work. The scope of work includes meetings, site investigation, preparation of the bidding documents and assisting staff with advertising, bidding, and evaluation of bids. The estimated project cost for the installation of the GAC PV’s at Well 6 is estimated as follows.

Well 6 GAC Vessel Installation				
	Unit	Quantity	Item Cost	
TKE Engineering Support Services	Lump Sum	1	\$ 10,465.00	\$ 10,465.00
Crane Rental with Operator	Days	2	\$ 7,500.00	\$ 15,000.00
RCSD Crew (4 Persons @ 5 Days)	Hours	160	\$ 100.00	\$ 16,000.00
Service Trucks, Backhoe, etc	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
Piping, Elbows and Fittings	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
Welder	Hours	40	\$ 250.00	\$ 10,000.00
Concrete Foundation & Tank Anchorage	Lump Sum	1	\$ 31,743.00	\$ 31,743.00
Engineering Staff Time	Hours	20	\$ 250.00	\$ 5,000.00
GAC	Per Vessel	3	\$ 40,000.00	\$ 120,000.00
Subtotal				\$ 228,208.00
Contingency	Percent	15%		\$ 34,232.00
Total				\$ 262,440.00

The addition of treatment for PFOA and PFOS at all District wells provides the District with supply redundancy and flexibility in meeting customer demands. An ancillary goal is to have sufficient supply to be able to reinstate water sales to Jurupa Community Services District.

Director Skerbelis moved and Director Muniz seconded the Board of Directors approve the General Manager of and the Rubidoux Community Services District to:

- 1. Amend the FY 2020-2021 Budget by moving the GAC PV Installation Project funding of \$262,440.00 from Water Fund Reserves to the Water Capital Improvement Projects (CIP) Fund.**
- 2. Approve a contract with TKE Engineering in the amount of \$10,465.00 to perform work per attached proposal using the Water Capital Improvement (CIP) Fund.**

Roll Call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 12. Consider Approval of Engineering Services Support for and Installation of Granular Activated Carbon Vessels at Well No. 6. DM 2020-58.

BACKGROUND

As the Board may recall, the Rubidoux Community Services District (“District”) needs to add treatment to meet lower Notification Limit (NL) and Response Limit (RL) for PFAS contaminants established by the State of California State Water Resources Control Board Department of Drinking Water (DDW). Two components of PFAS contaminants are PFOA and PFOS. The new NL and RL are 5.1 ppt and 10 ppt for PFOA, and are 6.5 ppt and 40 ppt for PFOS, respectively. Conducted testing and laboratory results indicate all wells in the District are at or above these limits. Absent treatment to lower the PFAS contaminants to below the DDW limits, the District will need to notify its customers they are being served water with PFAS contaminants above the limits set by DDW.

The District is in process of developing an Ion Exchange System (Project) to treat water for Wells 1A, 8 and 18 (Q = 4900 gpm). The purpose of the Project is to remove PFAS contaminants to below the new NL. A part of the approval and permitting process for the Project is for the District to file a Notice of Exemption (NOE) with the County and Office of Planning and Research State Clearing House indicating the Project is categorically exempt from the California Environmental Quality Act (CEQA). This is equivalent to a categorical exemption under the National Environmental Policy Act (NEPA). The District is filing the exemption under NEPA as a requirement of a grant application being

filed with the Bureau of Reclamation, a federal agency, to fund up to \$1,000,000 of the Project.

Categorical exemptions are identified in Section 15300 of the State CEQA Guidelines as *“a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provision of CEQA.”* To determine whether a project is categorically exempt from CEQA, certain findings must be made for a project to verify it qualifies for a specific exemption class and can appropriately be exempted from the requirement for the preparation of a higher-level environmental document. An analysis of these requirements has been done for the District by Tom Dodson & Associates finding the District meets the requirements for Categorical Exemption for this Project.

Director Murphy moved and Director Trueba seconded the Board of Directors:

- 1. Find in its sole discretion the Project meets the requirements for a Categorical Exemption for both Class 3 Exemptions (CEQA Section 15301(b) and Section 15303(e)) appropriate for the project.**
- 2. Authorize the General Manager or designee to sign the NOE.**
- 3. Direct staff to file the NOE (and subsequent NEPA documents equivalent to CEQA NOE) with appropriate agencies.**

Roll Call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 13. Closed Executive Session

A. Pursuant to Government Code Section 54956.9: Legal Counsel Status on Litigation Case No. CIVDS 1310520, City of Riverside vs. Rubidoux Community Services District

After Closed Session, there was no reportable action.

ITEM 14. Directors Comments

Director Murphy commented on the treatment plant that was leaking water. The Board was notified at the previous meeting. He would like to see added to the Manager’s Report at the end of the month when the alarm call went out from the alarm company, the list of the titles of how the calls went out during the emergency and why the leak went on for so

long. He would like to know if the people who got called actually had access to the facilities.

Director Muniz adjourned the meeting at 5:17 pm.

5. CONSIDERATION TO APPROVE AUGUST 21, 2020, SALARIES,
EXPENSES AND TRANSFERS

RUBIDOUX COMMUNITY SERVICES DISTRICT
AUGUST 20, 2020 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 8/21/20	57,600.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 8/24/20	23,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 8/24/20	4,700.00
WIRE TRANSFER: TO CREDIT UNION	2,600.00
WIRE TRANSFER: PERS RETIREMENT	15,000.00
WIRE TRANSFER: PERS REPLACEMENT BENEFIT	-
WIRE TRANSFER: PERS HEALTH PREMIUMS	-
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	-
WIRE TRANSFER: SECTION 125	50.00
WIRE TRANSFER: SECTION 457	2,205.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

8/21/2020 WATER FUND TO GENERAL FUND-Payables	72,775.20
WATER FUND TO GENERAL FUND-Trash	126,354.62
WATER FUND TO SEWER FUND	84,549.98
 SEWER FUND TO GENERAL FUND-Payables	 46,271.70

INTERFUND TRANSFERS:

8/21/2020 SEWER FUND CHECKING TO LAIF SEWER OP	38,000.00
SEWER FUND CHECKING TO LAIF SEWER ML	-
GENERAL FUND CHECKING TO WATER FUND CHECKING	-
LAIF GENERAL TO GENERAL FUND CHECKING	-
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	144,000.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	63,800.00
WATER FUND CHECKING TO LAIF-W.R.	10,200.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	-
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
LAIF WATER ML TO LAIF WATER OPS	7,350.00
LAIF WATER OP TO WATER FUND CHECKING	-
LAIF WATER RESERVE TO LAIF WATER OP	-
LAIF WATER REPLACE TO LAIF WATER OP	10,895.75
LAIF WATER OP TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER OP	39,000.00
WATER FUND CHECKING TO LAIF WATER ML	-

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	3,125,000 Prin.	565,000	Dec-20
U.S. Bank Trust (1998 COP's Refunding)	414,502 Intr.	79,688	Dec-20
MN Plant-State Revolving Loan	4,132,022 Prin.	128,987	Jan-21
MN Plant-State Revolving Loan	784,623 Intr.	53,111	Jan-21

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #			Discount
GL Date					Credit Card	CC Reference #	Payment Date	Total Invoice
18	LOUIES / LOUIE'S BRAKES & ALIGNMENT ✓							5520 ✓
R&M VEHICLE		8/3/2020 ✓	N	N			9/2/2020 ✓ 8/3/2020	\$0.00
8/20/2020 ✓					N			\$88.71 ✓
19	MERIT OIL / MERIT OIL COMPANY ✓							593779 ✓
GASOLINE		7/9/2020 ✓	N	N			8/13/2020 ✓ 7/9/2020	\$0.00
8/20/2020 ✓					N			\$611.53 ✓
20	PRO SYSTEMS INC / PRO SYSTEMS INC ✓							167120 ✓
FIXED ASST - SUPT		8/1/2020 ✓	N	N			8/31/2020 ✓ 8/1/2020	\$0.00
8/20/2020 ✓					N			\$295.00 ✓
21	ROYAL INDUSTRIAL / ROYAL INDUSTRIAL SOLUTIONS ✓							6441-630151 ✓
SUPPLIES		7/21/2020 ✓	N	N			8/20/2020 ✓ 7/21/2020	\$0.00
8/20/2020 ✓					N			\$127.25 ✓
22	SHRED-IT / SHRED-IT USA ✓							8180174573 ✓
SHREDDING		7/31/2020 ✓	N	N			8/30/2020 ✓ 7/31/2020	\$0.00
8/20/2020 ✓					N			\$81.36 ✓
23	SCG / SCG ✓							20G05925730565 ✓
FIRE STN UTLTY		7/30/2020 ✓	N	N			8/21/2020 ✓ 7/30/2020	\$0.00
8/20/2020 ✓					N			\$77.00 ✓
24	SCG / SCG ✓							20G17882256005 ✓
MAIN OFC UTLTY		7/30/2020 ✓	N	N			8/21/2020 ✓ 7/30/2020	\$0.00
8/20/2020 ✓					N			\$41.94 ✓
25	SCG / SCG ✓							20G01302181001 ✓
FLD OFC UTLTY		7/30/2020 ✓	N	N			8/21/2020 ✓ 7/30/2020	\$0.00
8/20/2020 ✓					N			\$14.79 ✓
26	SOCAL TRUCK / SOCAL TRUCKWORKS ✓							9623 ✓
R&M TRK		7/30/2020 ✓	N	N			8/29/2020 ✓ 7/30/2020	\$0.00
8/20/2020 ✓					N			\$78.62 ✓
27	UNDERGROUND SERVICE ALERT / UNDERGROUND ✓							720200573 ✓
DIG ALERTS		8/1/2020 ✓	N	N			8/31/2020 ✓ 8/1/2020	\$0.00
8/20/2020 ✓					N			\$191.50 ✓
28	UPS / UNITED PARCEL SERVICE ✓							0000F908W2300 ✓
POSTAGE		7/25/2020 ✓	N	N			8/24/2020 ✓ 7/25/2020	\$0.00
8/20/2020 ✓					N			\$67.85 ✓
29	WEKA INC / WEKA, INC. ✓							15130000-01 ✓
HYDRNT MTR RFND		8/5/2020 ✓	N	N			9/4/2020 ✓ 8/5/2020	\$0.00
8/20/2020 ✓					N			\$2,521.53 ✓
30	WESTERN MUNICIPAL WATER / WESTERN MUNICIPAL ✓							R13628 ✓
AUG '20 BRINE FIXED		8/1/2020 ✓	N	N			8/31/2020 ✓ 8/1/2020	\$0.00
8/20/2020 ✓					N			\$749.94 ✓
31	AIRGAS / AIRGAS USA, LLC ✓							9972948483 ✓
TNK RNTL		7/31/2020 ✓	N	N			8/30/2020 ✓ 7/31/2020	\$0.00
8/20/2020 ✓					N			\$158.54 ✓
32	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CH00710-0267 ✓
WTR ANALYSES		8/10/2020 ✓	N	N			9/9/2020 ✓ 8/10/2020	\$0.00
8/20/2020 ✓					N			\$32.00 ✓
33	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CH00782-0267 ✓
WTR ANALYSES		8/11/2020 ✓	N	N			9/10/2020 ✓ 8/11/2020	\$0.00
8/20/2020 ✓					N			\$32.00 ✓
34	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CH00797-0267 ✓
WTR ANALYSES		8/11/2020 ✓	N	N			9/10/2020 ✓ 8/11/2020	\$0.00
8/20/2020 ✓					N			\$368.00 ✓

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account	GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
35	BPS B'S POOL SUPPLIES / B.P.S. B's POOL SUPPLIES ✓	8/5/2020 ✓	N	N				104353 ✓
8/20/2020 ✓	SODIUM HYPO					9/4/2020 ✓	8/5/2020	\$0.00
					N			\$1,834.08 ✓
36	BRINKS / BRINKS INC. ✓	8/1/2020 ✓	N	N				11244801 ✓
8/20/2020 ✓	AUG ARMR SVC					8/31/2020 ✓	8/1/2020	\$0.00
					N			\$834.09 ✓
37	COMM-TECH COMM / COMM-TECH COMMUNICATION ✓	8/10/2020 ✓	N	N				20082424 ✓
8/20/2020 ✓	PHN SYS SERVICE					9/9/2020 ✓	8/10/2020	\$0.00
					N			\$213.75 ✓
38	CORELOGIC / CORELOGIC, INC. ✓	7/31/2020 ✓	N	N				82035813 ✓
8/20/2020 ✓	ON-LINE SVC					8/30/2020 ✓	7/31/2020	\$0.00
					N			\$180.75 ✓
39	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	8/5/2020 ✓	N	N				081041 ✓
8/20/2020 ✓	BATTERIES					9/4/2020 ✓	8/5/2020	\$0.00
					N			\$40.92 ✓
40	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	8/6/2020 ✓	N	N				081050 ✓
8/20/2020 ✓	SUPPLIES					9/5/2020 ✓	8/6/2020	\$0.00
					N			\$11.83 ✓
41	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	8/7/2020 ✓	N	N				081064 ✓
8/20/2020 ✓	TOOLS/SUPPLIES					9/6/2020 ✓	8/7/2020	\$0.00
					N			\$157.26 ✓
42	HARPER & ASSOC / HARPER & ASSOCIATES ENG, IN ✓	8/5/2020 ✓	N	N				ENG-7074 ✓
8/20/2020 ✓	RSERVR EVALS					9/4/2020 ✓	8/5/2020	\$0.00
					N			\$6,510.00 ✓
43	HARPER & ASSOC / HARPER & ASSOCIATES ENG, IN ✓	8/5/2020 ✓	N	N				ENG-7075 ✓
8/20/2020 ✓	HUNTER RSERVR					9/4/2020 ✓	8/5/2020	\$0.00
					N			\$840.00 ✓
44	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	8/6/2020 ✓	N	N				012K5692 ✓
8/20/2020 ✓	PVC PARTS					9/5/2020 ✓	8/6/2020	\$0.00
					N			\$108.55 ✓
45	HOME DEPOT / HOME DEPOT CREDIT SERVICES ✓	8/7/2020 ✓	N	N				007438/8034683 ✓
8/20/2020 ✓	SUPPLIES/TOOLS					9/6/2020 ✓	8/7/2020	\$0.00
					N			\$218.08 ✓
46	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC. ✓	8/10/2020 ✓	N	N				20-22947 ✓
8/20/2020 ✓	HYDROWSH - LFT STNS					9/9/2020 ✓	8/10/2020	\$0.00
					N			\$4,357.50 ✓
47	JENNINGS / JENNINGS, BRIAN ✓	8/11/2020 ✓	N	N				20200810 ✓
8/20/2020 ✓	CLNG SUPPLIES					9/10/2020 ✓	8/11/2020	\$0.00
					N			\$94.25 ✓
48	KH METALS / KH METALS & SUPPLY ✓	8/6/2020 ✓	N	N				0528080-IN ✓
8/20/2020 ✓	TOOLS					9/5/2020 ✓	8/6/2020	\$0.00
					N			\$53.40 ✓
49	LEGEND PUMP / LEGEND PUMP & WELL ✓	8/7/2020 ✓	N	N				56400 ✓
8/20/2020 ✓	WELL 17 DESTRUCT					9/6/2020 ✓	8/7/2020	\$0.00
					N			\$27,772.00 ✓
50	MERIT OIL / MERIT OIL COMPANY ✓	7/29/2020 ✓	N	N				594122 ✓
8/20/2020 ✓	DIESEL FUEL					8/13/2020 ✓	7/29/2020	\$0.00
					N			\$238.27 ✓
51	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓	7/27/2020 ✓	N	N				11003788 ✓
8/20/2020 ✓	COPPER TUBING					8/26/2020 ✓	7/27/2020	\$0.00
					N			\$1,750.88 ✓

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 Rubidoux Community Services District (RCSACT)
 Batch: AAAAKE

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate	GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
69	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/16/2020 ✓	N	N				CG01047-0267 ✓
WTR ANALYSES						8/15/2020 ✓	7/16/2020	\$0.00
8/20/2020 ✓								\$84.00 ✓
70	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/17/2020 ✓	N	N				CG01189-0267 ✓
WTR ANALYSES						8/16/2020 ✓	7/17/2020	\$0.00
8/20/2020 ✓								\$420.00 ✓
71	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/20/2020 ✓	N	N				CG01316-0267 ✓
WTR ANALYSES						8/19/2020 ✓	7/20/2020	\$0.00
8/20/2020 ✓								\$42.00 ✓
72	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/23/2020 ✓	N	N				CG01775-0267 ✓
WTR ANALYSES						8/22/2020 ✓	7/23/2020	\$0.00
8/20/2020 ✓								\$420.00 ✓
73	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/27/2020 ✓	N	N				CG01944-0267 ✓
WTR ANALYSES						8/26/2020 ✓	7/27/2020	\$0.00
8/20/2020 ✓								\$84.00 ✓
74	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/31/2020 ✓	N	N				CG02489-0267 ✓
WTR ANALYSES						8/30/2020 ✓	7/31/2020	\$0.00
8/20/2020 ✓								\$420.00 ✓
75	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/31/2020 ✓	N	N				CG02529-0267 ✓
WTR ANALYSES						8/30/2020 ✓	7/31/2020	\$0.00
8/20/2020 ✓								\$60.00 ✓
76	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	8/3/2020 ✓	N	N				CH00040-0267 ✓
WTR ANALYSES						9/2/2020 ✓	8/3/2020	\$0.00
8/20/2020 ✓								\$84.00 ✓
77	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	8/3/2020 ✓	N	N				CH00044-0267 ✓
WTR ANALYSES						9/2/2020 ✓	8/3/2020	\$0.00
8/20/2020 ✓								\$42.00 ✓
78	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	8/3/2020 ✓	N	N				CH00054-0267 ✓
WTR ANALYSES						9/2/2020 ✓	8/3/2020	\$0.00
8/20/2020 ✓								\$42.00 ✓
79	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	8/7/2020 ✓	N	N				CH00510-0267 ✓
WTR ANALYSES						9/6/2020 ✓	8/7/2020	\$0.00
8/20/2020 ✓								\$420.00 ✓
80	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	8/7/2020 ✓	N	N				CH00516-0267 ✓
WTR ANALYSES						9/6/2020 ✓	8/7/2020	\$0.00
8/20/2020 ✓								\$210.00 ✓
81	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	8/11/2020 ✓	N	N				CH00859-0267 ✓
WTR ANALYSES						9/10/2020 ✓	8/11/2020	\$0.00
8/20/2020 ✓								\$32.00 ✓
82	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	8/11/2020 ✓	N	N				CH00860-0267 ✓
WTR ANALYSES						9/10/2020 ✓	8/11/2020	\$0.00
8/20/2020 ✓								\$96.00 ✓
83	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	8/11/2020 ✓	N	N				CH00861-0267 ✓
WTR ANALYSES						9/10/2020 ✓	8/11/2020	\$0.00
8/20/2020 ✓								\$105.00 ✓
84	GARCIA, L / GARCIA, LUIS ✓	7/29/2020 ✓	N	N				10166700-05 ✓
CLAIM 34TH ST						8/28/2020 ✓	7/29/2020	\$0.00
8/20/2020 ✓								\$4,354.49 ✓
85	INFOSEND / INFOSEND, INC ✓	7/31/2020 ✓	N	N				175939A ✓
JULY BILL PRINT						8/30/2020 ✓	7/31/2020	\$0.00
8/20/2020 ✓								\$764.81 ✓

\$3,098.83

AP Enter Bills Edit Report
 Rubidoux Community Services District (RCSACT)
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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
86	INFOSEND / INFOSEND, INC ✓	7/31/2020 ✓	N	N				175939.B ✓
8/20/2020 ✓	JULY POSTAGE					8/30/2020 ✓	7/31/2020	\$0.00
87	INLAND DESERT SECURITY / INLAND DESERT SECUI ✓	8/15/2020 ✓	N	N				\$2,334.02 ✓
8/20/2020 ✓	ANSWR SVC 9/1-9/30					8/15/2020 ✓	8/15/2020	200700636101 ✓
88	RICHARDS, WATSON, GERSHON / RICHARDS, WATS(✓	8/11/2020 ✓	N	N				\$0.00
8/20/2020 ✓	CITY RVSD LITGN					9/10/2020 ✓	8/11/2020	\$512.80 ✓
89	TKE ENGINEERING / TKE ENGINEERING, INC. ✓	7/31/2020 ✓	N	N				227987 ✓
8/20/2020 ✓	CONSULTING					8/30/2020 ✓	7/31/2020	\$0.00
90	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	8/12/2020 ✓	N	N				\$8,351.00 ✓
8/20/2020 ✓	COMM TRSH 8/1-8/12					9/11/2020 ✓	8/12/2020	2020-488 ✓
91	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	8/12/2020 ✓	N	N				\$0.00
8/20/2020 ✓	RES TRSH 8/1-8/12					9/11/2020 ✓	8/12/2020	\$2,832.50 ✓
92	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	8/12/2020 ✓	N	N				0801-081220.A ✓
8/20/2020 ✓	RCSD SHR COMM					9/11/2020 ✓	8/12/2020	\$0.00
93	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	8/12/2020 ✓	N	N				\$33,110.46 ✓
8/20/2020 ✓	RCSD SHR RES					9/11/2020 ✓	8/12/2020	0801-081220.B ✓
94	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI ✓	7/25/2020 ✓	N	N				\$0.00
8/20/2020 ✓	HNTR PRSS IMPRV					8/24/2020 ✓	7/25/2020	\$93,244.16 ✓
95	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI ✓	7/25/2020 ✓	N	N				0801-081220.C ✓
8/20/2020 ✓	CITY RVSD LITGN					8/24/2020 ✓	7/25/2020	\$0.00
								\$10,895.75 ✓
								203028 ✓
								\$0.00
								\$14,300.00 ✓

Grand Totals

Total Direct Expense: \$273,764.17
 Total Direct Expense Adj: (\$3,984.97) ①
 Total Non-Electronic Transactions: \$269,779.20 ②

Report Summary

Report Selection Criteria
 Report Type: Condensed
 Start: Start End: End
 Transaction Number: Start End

① 3,984.97

3,984.97 Tri-Co

.00

② 4269,779.20

269,779.20 Mex x Per sch.

.00

Yogi Simon
 8/13/20

6. ACKNOWLEDGEMENTS – MEMBERS OF THE PUBLIC MAY
ADDRESS THE BOARD AT THIS TIME ON ANY NON-AGENDA
MATTER

7. CORRESPONDENCE AND RELATED INFORMATION

8. MANAGER'S REPORT

- a) Operations Report
- b) Emergency and Incident Report

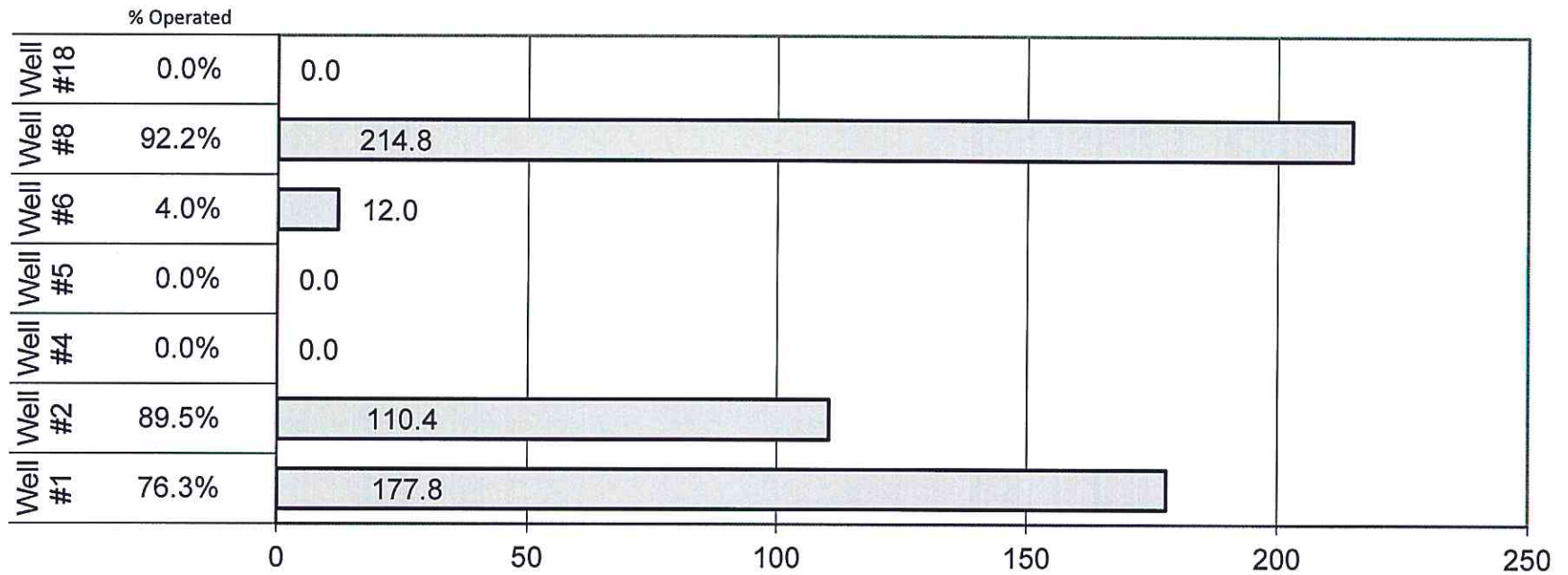
Water and Wastewater Production Comparison

Date	TOTAL WELL PRODUCTION in Million Gallons				Consumption to	WASTEWATER
	Purchased	Potable Wells	Potable Total	Non-Potable Wells	JURUPA C.S.D. (Million Gallons)	FLOW TO RIVERSIDE (Million Gallons)
07/01/2020	0.00	5.35	5.35	0.88	0.00	1.75
07/02/2020	0.00	4.21	4.21	0.27	0.00	1.66
07/03/2020	0.00	5.61	5.61	0.58	0.00	1.72
07/04/2020	0.00	5.31	5.31	0.67	0.00	1.67
07/05/2020	0.00	5.61	5.61	0.56	0.00	1.66
07/06/2020	0.00	5.37	5.37	0.01	0.00	1.77
07/07/2020	0.00	5.81	5.81	0.69	0.00	1.71
07/08/2020	0.00	5.09	5.09	0.63	0.00	1.77
07/09/2020	0.00	5.28	5.28	0.71	0.00	1.71
07/10/2020	0.00	5.95	5.95	0.61	0.00	1.74
07/11/2020	0.00	5.10	5.10	0.50	0.00	1.68
07/12/2020	0.00	4.76	4.76	0.51	0.00	1.73
07/13/2020	0.00	7.27	7.27	0.54	0.00	1.87
07/14/2020	0.00	4.70	4.70	0.63	0.00	1.79
07/15/2020	0.00	5.36	5.36	0.56	0.00	1.77
07/16/2020	0.00	4.98	4.98	0.80	0.00	1.81
07/17/2020	0.00	6.16	6.16	0.56	0.00	1.69
07/18/2020	0.00	4.94	4.94	0.51	0.00	1.78
07/19/2020	0.00	6.40	6.40	0.58	0.00	1.71
07/20/2020	0.00	5.45	5.45	0.60	0.00	1.83
07/21/2020	0.00	5.44	5.44	0.58	0.00	1.74
07/22/2020	0.00	5.66	5.66	0.57	0.00	1.72
07/23/2020	0.00	4.60	4.60	0.87	0.00	1.75
07/24/2020	0.00	4.82	4.82	0.34	0.00	1.69
07/25/2020	0.00	4.94	4.94	0.51	0.00	1.75
07/26/2020	0.00	5.61	5.61	0.51	0.00	1.75
07/27/2020	0.00	6.40	6.40	0.61	0.00	1.78
07/28/2020	0.00	5.22	5.22	0.60	0.00	1.71
07/29/2020	0.00	4.66	4.66	0.58	0.00	1.70
07/30/2020	0.00	5.68	5.68	0.63	0.00	1.70
07/31/2020	0.00	6.03	6.03	1.07	0.00	1.66
MINIMUM	0.00	4.21	4.21	0.01	0.00	1.66
AVERAGE	0.00	5.41	5.41	0.59	0.00	1.73
MAXIMUM	0.00	7.27	7.27	1.07	0.00	1.87
TOTAL	0.00	167.80	167.80	18.26	0.00	53.75

RUBIDOUX COMMUNITY SERVICES DISTRICT
MONTHLY WELL PRODUCTION
(Million Gallons)

DATE	POTABLE WATER								NONPOTABLE WATER					TOTALS		TOTAL PROD. (MG)
	JURUPA TIE-IN (MG)	MN Rmvl Plt #1 Well #1A (MG)	GAC Plt TROYER Well #2 (MG)	Nitrate Removal Plt		DALY Well #5 (MG)	GOULD Well #8A (MG)	MN Rmvl Plt #2 Well #18 (MG)	28th ST. Well #3 (MG)	DALY Well #7 (MG)	CLEMENT Well #11 (MG)	46th ST. Well #14 (MG)	Mission Wells #19 & #20 (MG)	POTABLE (MG)	NON POTABLE (MG)	
07/01/2020	0.00	1.77	1.22	0.00	0.00	0.00	2.36	0.00	0.00	0.00	0.85	0.00	0.03	5.35	0.88	6.23
07/02/2020	0.00	1.30	1.04	0.00	0.00	0.00	1.87	0.00	0.19	0.00	0.07	0.00	0.02	4.21	0.27	4.48
07/03/2020	0.00	2.02	1.26	0.00	0.00	0.00	2.34	0.00	0.00	0.00	0.57	0.00	0.01	5.61	0.58	6.19
07/04/2020	0.00	1.65	1.30	0.00	0.00	0.00	2.36	0.00	0.00	0.00	0.65	0.00	0.01	5.31	0.67	5.98
07/05/2020	0.00	1.91	1.27	0.00	0.00	0.00	2.43	0.00	0.00	0.00	0.55	0.00	0.01	5.61	0.56	6.17
07/06/2020	0.00	1.68	1.31	0.00	0.00	0.00	2.39	0.00	0.00	0.00	0.00	0.00	0.01	5.37	0.01	5.38
07/07/2020	0.00	2.35	1.34	0.00	0.00	0.00	2.11	0.00	0.00	0.00	0.69	0.00	0.00	5.81	0.69	6.50
Subtotal	0.00	12.67	8.74	0.00	0.00	0.00	15.87	0.00	0.19	0.00	3.38	0.00	0.09	37.28	3.65	40.93
07/08/2020	0.00	1.72	1.08	0.00	0.00	0.00	2.30	0.00	0.00	0.00	0.60	0.00	0.03	5.09	0.63	5.72
07/09/2020	0.00	1.82	1.22	0.00	0.00	0.00	2.25	0.00	0.14	0.00	0.56	0.00	0.02	5.28	0.71	6.00
07/10/2020	0.00	2.77	0.64	0.00	0.00	0.00	2.54	0.00	0.00	0.00	0.59	0.00	0.02	5.95	0.61	6.56
07/11/2020	0.00	2.03	1.10	0.00	0.00	0.00	1.97	0.00	0.00	0.00	0.50	0.00	0.00	5.10	0.50	5.60
07/12/2020	0.00	1.07	1.30	0.00	0.00	0.00	2.38	0.00	0.00	0.00	0.50	0.00	0.01	4.76	0.51	5.27
07/13/2020	0.00	2.25	1.33	0.00	1.16	0.00	2.52	0.00	0.00	0.00	0.54	0.00	0.00	7.27	0.54	7.81
07/14/2020	0.00	1.60	1.11	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.60	0.00	0.03	4.70	0.63	5.33
Subtotal	0.00	13.26	7.78	0.00	1.16	0.00	15.96	0.00	0.14	0.00	3.88	0.00	0.12	38.15	4.13	42.28
07/15/2020	0.00	1.77	1.25	0.00	0.00	0.00	2.34	0.00	0.00	0.00	0.52	0.00	0.04	5.36	0.56	5.92
07/16/2020	0.00	2.20	0.55	0.00	0.00	0.00	2.23	0.00	0.21	0.00	0.55	0.00	0.03	4.98	0.80	5.78
07/17/2020	0.00	2.00	1.56	0.00	0.51	0.00	2.10	0.00	0.00	0.00	0.54	0.00	0.02	6.16	0.56	6.72
07/18/2020	0.00	1.98	0.81	0.00	0.00	0.00	2.16	0.00	0.00	0.00	0.50	0.00	0.01	4.94	0.51	5.45
07/19/2020	0.00	2.52	1.35	0.00	0.00	0.00	2.53	0.00	0.00	0.00	0.58	0.00	0.00	6.40	0.58	6.98
07/20/2020	0.00	2.06	1.21	0.00	0.00	0.00	2.18	0.00	0.00	0.00	0.57	0.00	0.03	5.45	0.60	6.05
07/21/2020	0.00	2.06	1.16	0.00	0.00	0.00	2.22	0.00	0.00	0.00	0.55	0.00	0.03	5.44	0.58	6.02
Subtotal	0.00	14.60	7.87	0.00	0.51	0.00	15.76	0.00	0.21	0.00	3.81	0.00	0.17	38.73	4.19	42.92
07/22/2020	0.00	1.96	1.32	0.00	0.00	0.00	2.37	0.00	0.00	0.00	0.52	0.00	0.05	5.66	0.57	6.23
07/23/2020	0.00	0.78	1.14	0.00	0.53	0.00	2.14	0.00	0.10	0.00	0.73	0.00	0.03	4.60	0.87	5.47
07/24/2020	0.00	1.58	1.14	0.00	0.00	0.00	2.10	0.00	0.00	0.00	0.32	0.00	0.02	4.82	0.34	5.16
07/25/2020	0.00	1.38	1.27	0.00	0.00	0.00	2.30	0.00	0.00	0.00	0.50	0.00	0.02	4.94	0.51	5.46
07/26/2020	0.00	1.92	1.33	0.00	0.00	0.00	2.36	0.00	0.00	0.00	0.49	0.00	0.02	5.61	0.51	6.13
07/27/2020	0.00	2.39	1.80	0.00	0.00	0.00	2.21	0.00	0.00	0.00	0.58	0.00	0.04	6.40	0.61	7.01
07/28/2020	0.00	1.98	0.78	0.00	0.00	0.00	2.46	0.00	0.00	0.00	0.57	0.00	0.03	5.22	0.60	5.82
07/29/2020	0.00	1.21	1.16	0.00	0.16	0.00	2.14	0.00	0.00	0.00	0.58	0.00	0.01	4.66	0.58	5.25
07/30/2020	0.00	2.09	0.57	0.00	0.68	0.00	2.34	0.00	0.00	0.00	0.62	0.00	0.01	5.68	0.63	6.31
07/31/2020	0.00	2.12	1.06	0.00	0.87	0.00	1.98	0.00	0.00	0.00	1.05	0.00	0.02	6.03	1.07	7.10
Subtotal	0.00	17.41	11.58	0.00	2.24	0.00	22.41	0.00	0.10	0.00	5.95	0.00	0.24	53.63	6.30	59.93
TOTAL	0.000	57.928	35.972	0.000	3.910	0.000	69.990	0.000	0.639	0.000	17.012	0.000	0.614	167.800	18.265	186.065

TOTAL WATER PRODUCED w/ % Operated July 2020

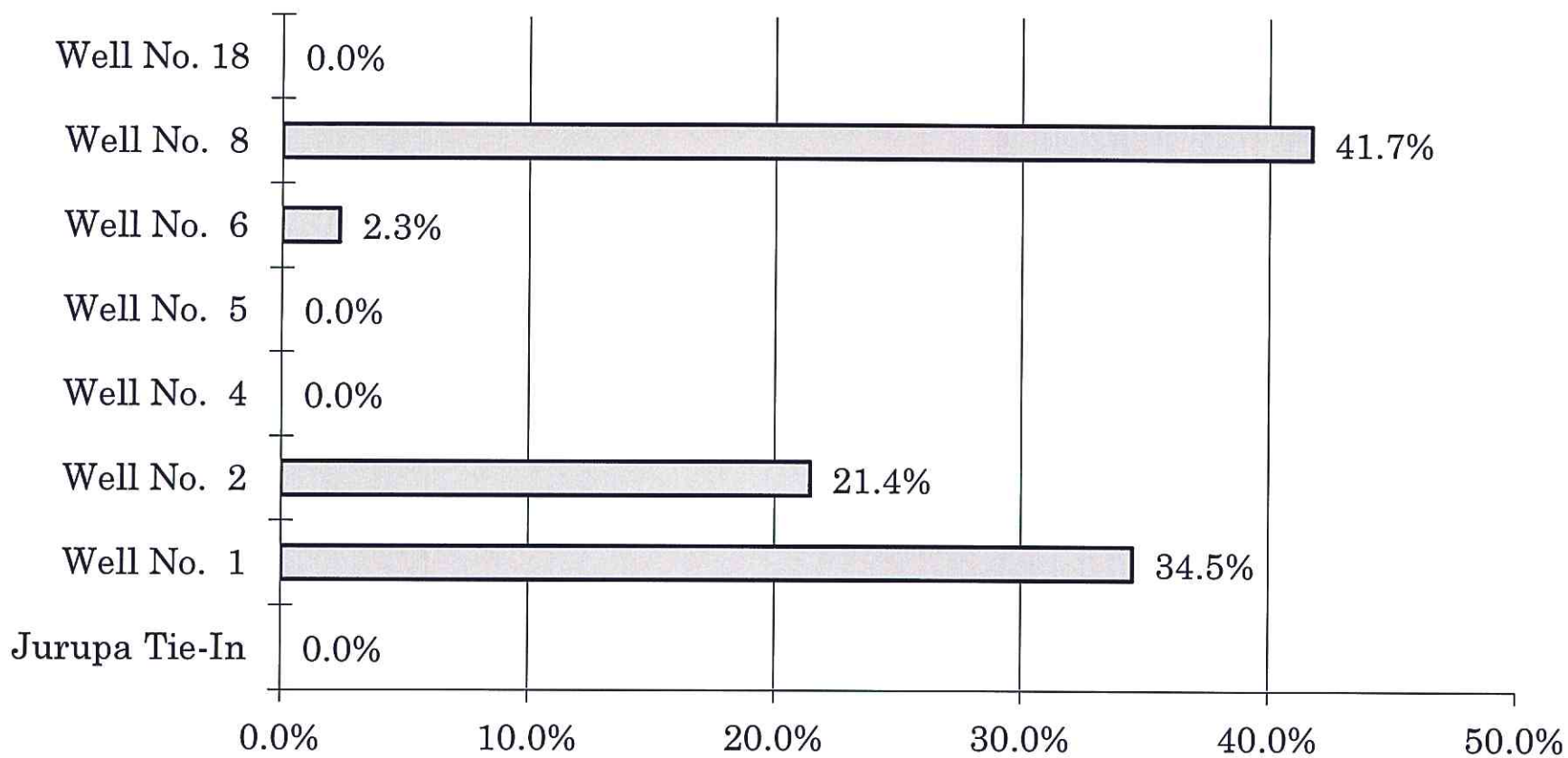


Max Production **1034.4 AF**
 Monthly Production **515.4 AF**
 Reserve Production **519.4 AF**

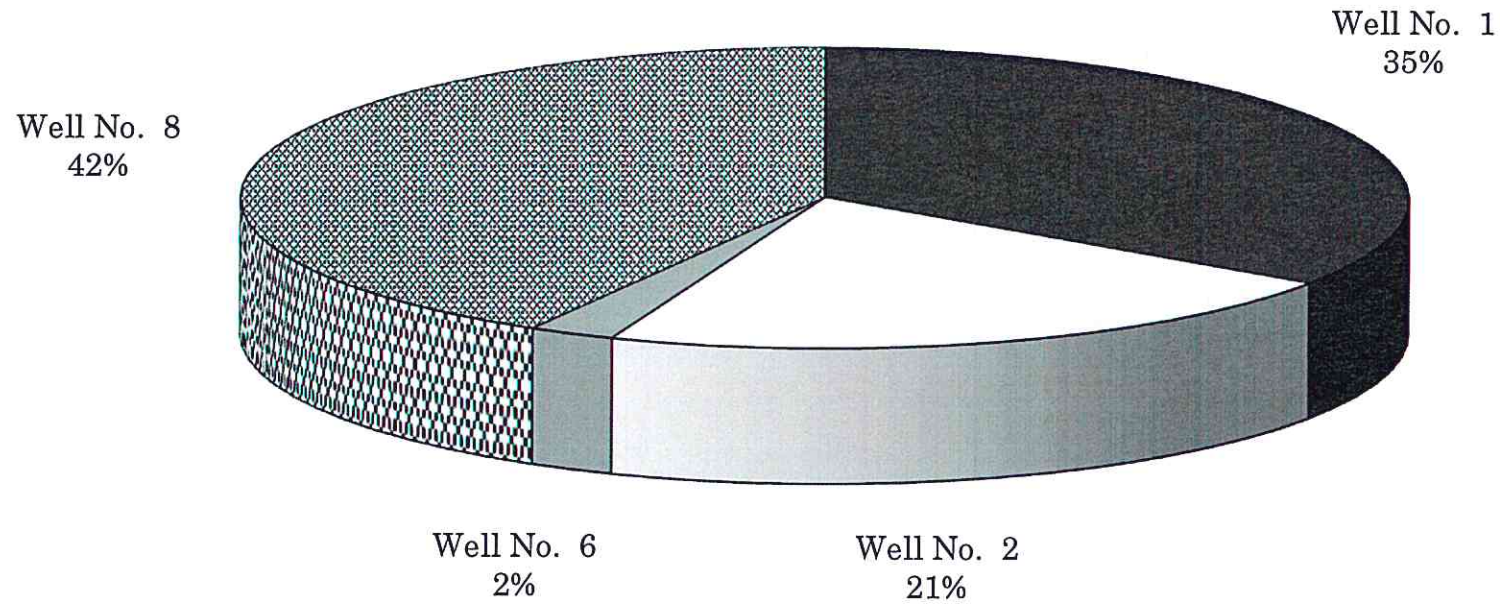
ACRE FEET

1 Acre Foot = 43,560 Cubic Feet = 325,829 Gallons

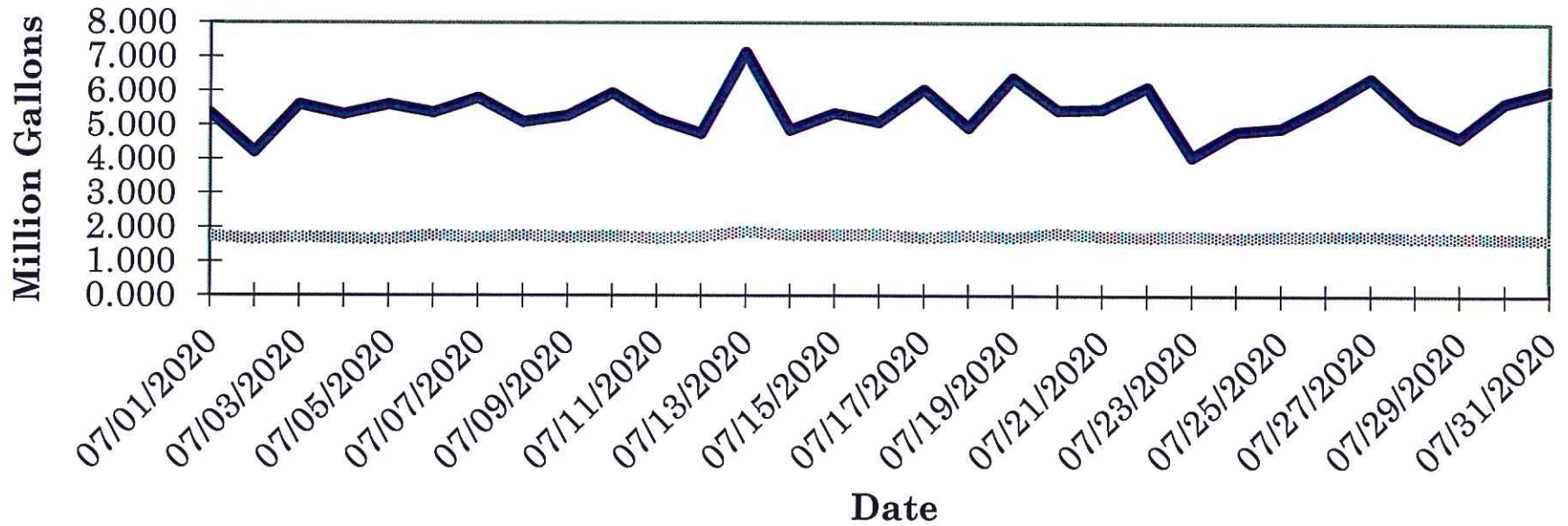
Source Potable Production Comparison July 2020



Source Potable Production Comparison July 2020



Potable Water & Wastewater Comparison July 2020

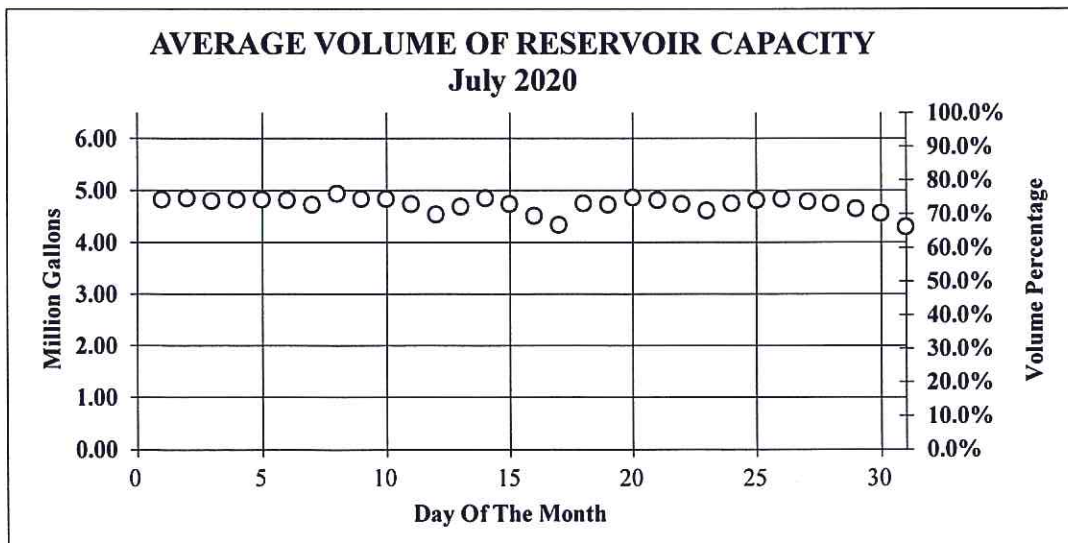


— Potable Water Prod. Wastewater Prod

RUBIDOUX COMMUNITY SERVICES DISTRICT

Reservoir Capacity Report

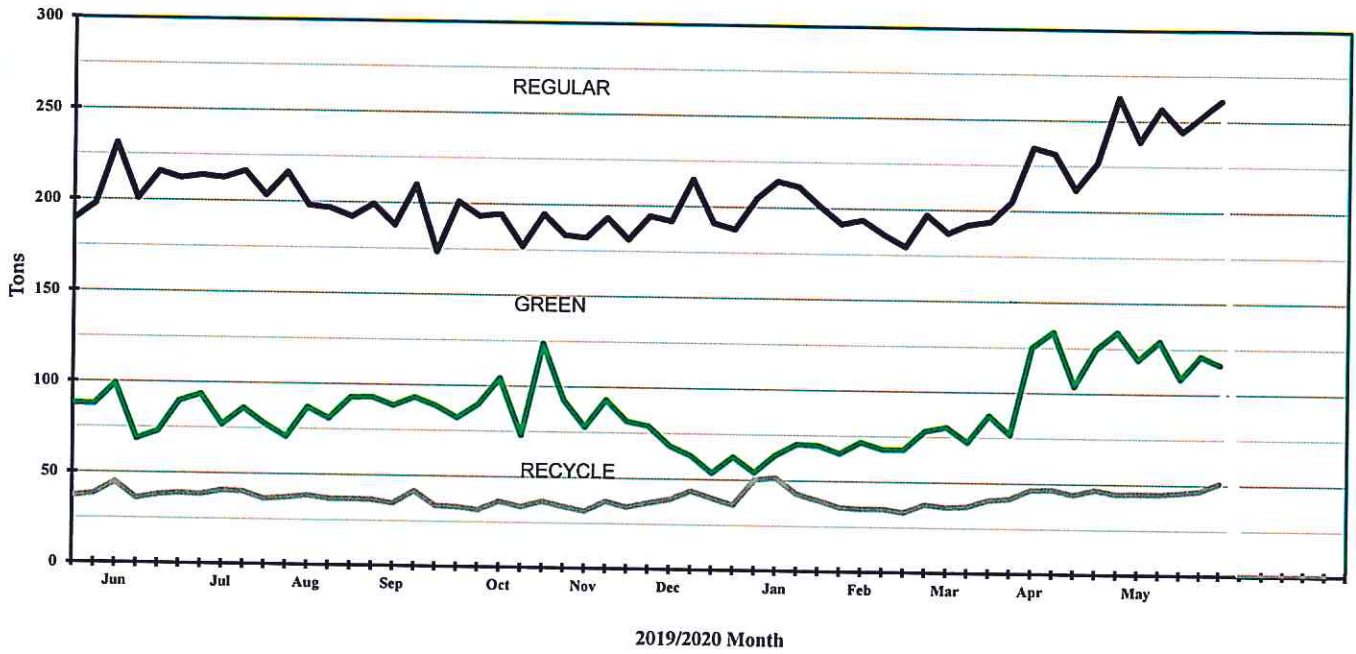
CAPACITY	ATKINSON SYSTEM		HUNTER SYSTEM		WATER AVAILABLE (Gallons)*	PERCENTAGE OF TOTAL CAPACITY
	2,000,000	3,000,000	425,000	1,000,000		
DATE	ATKINSON	WATSON	HUNTER 1	PERRONE		
07/01/2020	76.4	72.3	76.0	78.5	4,820,793	75.0%
07/02/2020	76.7	72.5	76.7	79.3	4,840,953	75.3%
07/03/2020	75.8	72.0	77.0	79.1	4,793,928	74.6%
07/04/2020	76.8	72.9	76.8	77.3	4,817,633	75.0%
07/05/2020	76.4	72.5	77.0	79.3	4,824,278	75.1%
07/06/2020	76.2	72.2	75.7	78.6	4,805,534	74.8%
07/07/2020	74.3	70.7	75.1	77.2	4,716,713	73.4%
07/08/2020	78.5	73.9	79.2	80.9	4,933,949	76.8%
07/09/2020	76.4	72.2	76.4	80.0	4,829,684	75.2%
07/10/2020	75.4	71.6	79.8	81.2	4,828,632	75.2%
07/11/2020	74.1	70.7	77.7	79.6	4,732,595	73.7%
07/12/2020	69.5	67.1	78.0	80.1	4,530,752	70.5%
07/13/2020	70.4	69.1	79.6	81.6	4,683,323	72.9%
07/14/2020	77.0	72.6	78.5	78.1	4,844,911	75.4%
07/15/2020	73.5	70.0	79.6	81.3	4,733,796	73.7%
07/16/2020	69.1	66.6	76.8	79.9	4,505,628	70.1%
07/17/2020	63.7	63.0	79.5	80.4	4,326,099	67.3%
07/18/2020	75.1	71.3	75.9	78.1	4,743,311	73.8%
07/19/2020	73.8	70.2	78.2	80.1	4,721,132	73.5%
07/20/2020	76.8	72.4	78.1	80.9	4,856,237	75.6%
07/21/2020	76.2	72.1	76.4	79.7	4,809,070	74.8%
07/22/2020	74.4	70.9	75.1	78.1	4,726,525	73.6%
07/23/2020	73.8	70.6	69.9	71.4	4,610,198	71.8%
07/24/2020	74.2	71.0	76.7	78.1	4,740,272	73.8%
07/25/2020	76.7	72.7	75.0	76.3	4,802,120	74.7%
07/26/2020	76.5	72.6	77.7	78.5	4,828,568	75.2%
07/27/2020	75.2	71.4	78.7	81.2	4,784,986	74.5%
07/28/2020	74.6	70.9	76.9	80.0	4,749,426	73.9%
07/29/2020	72.4	69.4	75.9	78.4	4,643,700	72.3%
07/30/2020	69.1	67.2	79.3	81.0	4,562,254	71.0%
07/31/2020	62.8	62.5	79.2	81.0	4,295,200	66.9%



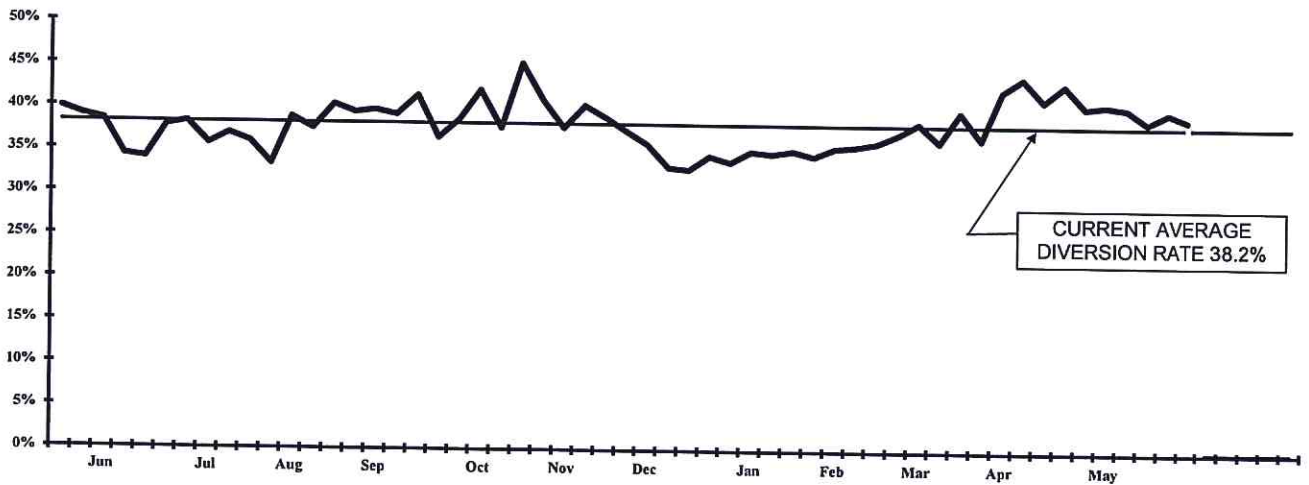
* The total capacity of all District reservoirs is 6,425,000 gallons.

RUBIDOUX COMMUNITY SERVICES DISTRICT
 Green Waste Program
 (May 19 to June 20)

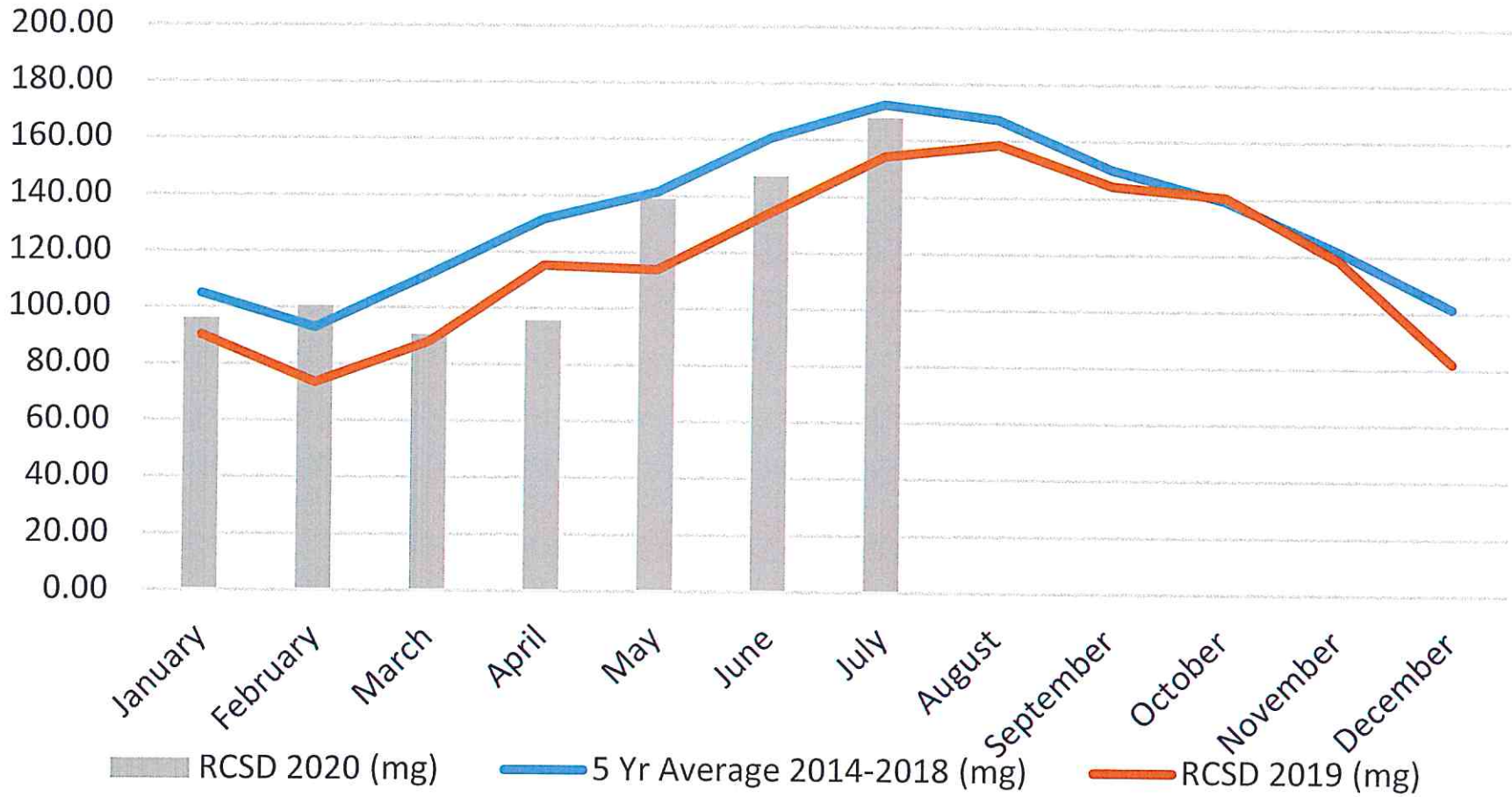
CHARACTERIZATION OF REFUSE COLLECTED



PERCENTAGE OF GREEN/RECYCLE WASTE DIVERTED



Potable Water Production Year 2020



CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Shawn C. Newman

Fire Chief

8/3/2020

Report Provided By: Riverside County Fire Department

Communications and Technology Division

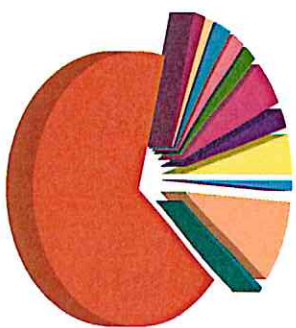
GIS Section

Please refer to Map and Incident by Battalion, Station, Jurisdiction

Incidents Reported for the month of July2020 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Response Activity

Incidents Reported for the month of July 2020 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



Com Fire	3	1.2%
False Alarm	25	9.8%
Haz Mat	1	0.4%
Medical	173	67.6%
Other Fire	4	1.6%
Other Misc	3	1.2%
Public Service Assist	6	2.3%
Res Fire	5	2.0%
Standby	5	2.0%
Traffic Collision	13	5.1%
Vehicle Fire	6	2.3%
Wildland Fire	12	4.7%
Total:	256	100.0%

- Com Fire
- False Alarm
- Haz Mat
- Medical
- Other Fire
- Other Misc
- Public Service Assist
- Res Fire
- Standby
- Traffic Collision
- Vehicle Fire
- Wildland Fire

Incident Total:

256

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
152	101	9	0	4.9	59.4%

*CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.

Incidents by Battalion, Station and Jurisdiction

			Com Fire	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service	Res Fire	Standby	Traffic Collisio	Vehicle Fire	Wildlan d Fire	Total
Battalion 14	Station 16 Pedley	City of Jurupa Valley	0	2	0	1	0	0	0	0	0	0	0	0	3
	Station Total		0	2	0	1	0	0	0	0	0	0	0	0	3
	Station 18 West Riverside	City of Jurupa Valley	0	1	0	8	0	0	0	0	1	2	0	2	14
	Station Total		0	1	0	8	0	0	0	0	1	2	0	2	14
	Station 38 Rubidoux	City of Jurupa Valley	3	22	1	164	4	3	6	5	4	11	6	10	239
	Station Total		3	22	1	164	4	3	6	5	4	11	6	10	239
	Battalion Total		3	25	1	173	4	3	6	5	5	13	6	12	256
Grand Total			3	25	1	173	4	3	6	5	5	13	6	12	256

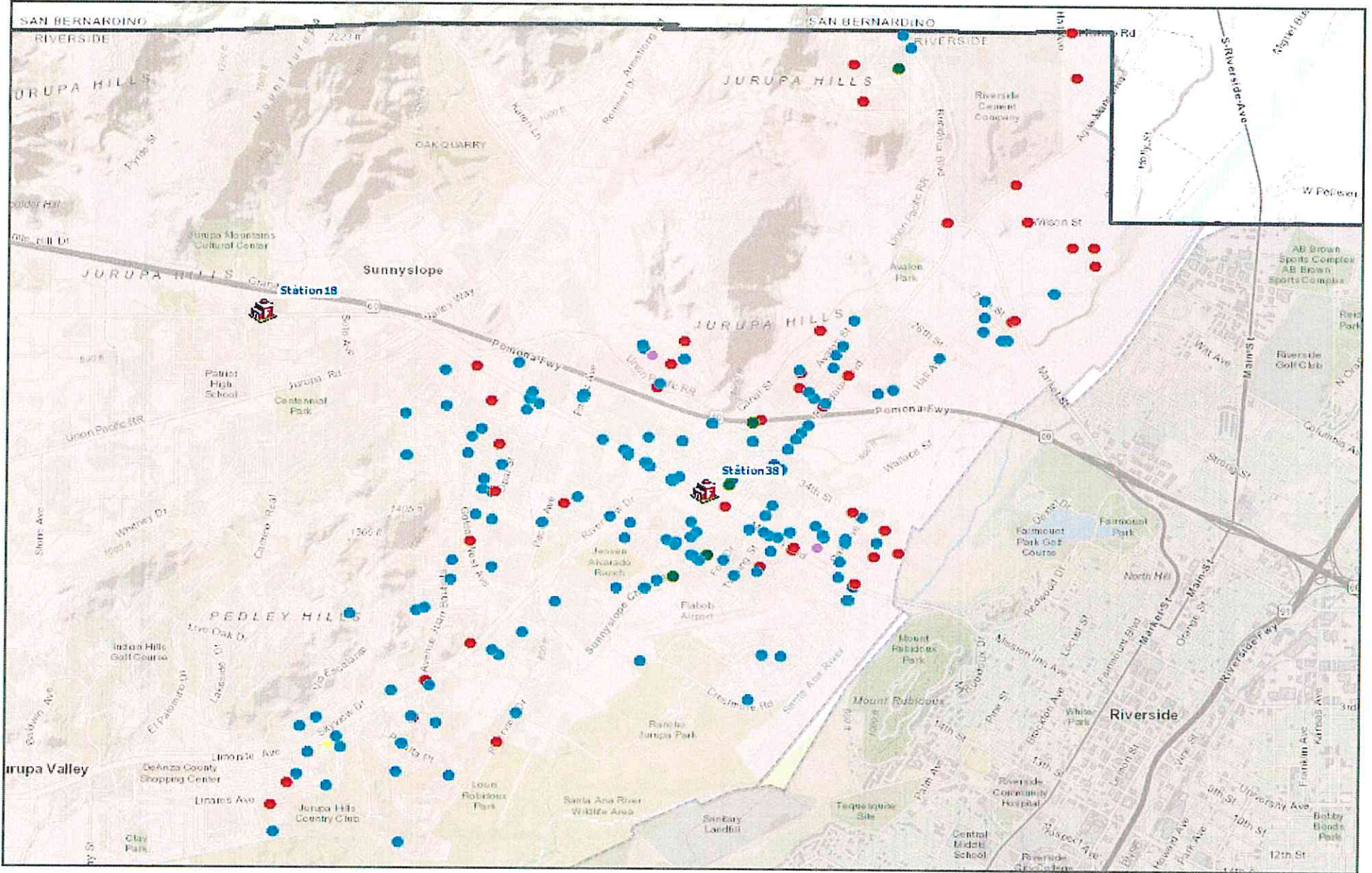
Incidents by Jurisdiction

	Com Fire	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service	Res Fire	Standby	Traffic Collisio	Vehicle Fire	Wildlan d Fire	Total
City of Jurupa Valley	3	25	1	173	4	3	6	5	5	13	6	12	256
Grand Total	3	25	1	173	4	3	6	5	5	13	6	12	256

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	Grand Total
Com Fire	3	3
False Alarm	25	25
Haz Mat	1	1
Medical	173	173
Other Fire	4	4
Other Misc	3	3
Public Service Assist	6	6
Res Fire	5	5
Standby	5	5
Traffic Collision	13	13
Vehicle Fire	6	6
Wildland Fire	12	12
Total	256	256

MONTH = 7 and YEAR = 2020 and SPECIAL= 'Rubidoux CSD'



Legend

- Fire
- Hazard
- Haz Mat
- Medical
- Other Misc
- PSA
- Riverside County
- Reservations
- Fire Station
- Casinos



Riverside County Fire GIS

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

July 2010 - July 2020



Rubidoux Community Service District



Total Calls for Rubidoux CSD July 2010-2020



<u>Month/Year</u>	<u>Total Calls for Station 38</u>	<u>Total Calls for District</u>
July 2010	169	177
July 2011	178	188
July 2012	201	212
July 2013	208	218
July 2014	204	219
July 2015	242	252
July 2016	219	232
July 2017	243	254
July 2018	251	269
July 2019	239	253
July 2020	239	256

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Shawn C. Newman

Fire Chief

8/3/2020

Report Provided By: Riverside County Fire Department

Communications and Technology Division

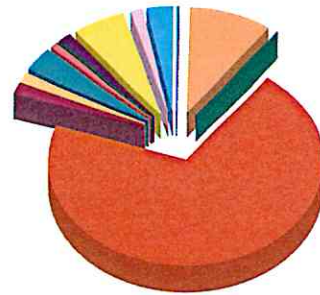
GIS Section

Please refer to Map and Incident by Battalion, Station, Jurisdiction

Incidents Reported for the month of July,2020 and City of Jurupa Valley And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Response Activity

Incidents Reported for the month of July,2020 and City of Jurupa Valley And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



Com Fire	4	0.4%
False Alarm	94	9.5%
Haz Mat	2	0.2%
Medical	695	70.3%
Other Fire	16	1.6%
Other Misc	12	1.2%
Public Service Assist	37	3.7%
Res Fire	9	0.9%
Rescue	1	0.1%
Ringing Alarm	2	0.2%
Standby	13	1.3%
Traffic Collision	61	6.2%
Vehicle Fire	12	1.2%
Wildland Fire	31	3.1%
Total:	989	100.0%

Com Fire	4
False Alarm	94
Haz Mat	2
Medical	695
Other Fire	16
Other Misc	12
Public Service Assist	37
Res Fire	9
Rescue	1
Ringing Alarm	2
Standby	13
Traffic Collision	61
Vehicle Fire	12
Wildland Fire	31
Incident Total:	989

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
597	381	38	1	4.9	60.4%

*CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.

Incidents by Battalion, Station and Jurisdiction

			Com Fire	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service	Res Fire	Rescue	Ringin Alarm	Standby	Traffic Collisio	Vehicle Fire	Wildlan d Fire	Total
Battalion 4	Station 47 Norco	City of Jurupa Valley	0	3	0	4	1	0	0	0	0	0	0	0	0	1	9
	Station Total		0	3	0	4	1	0	0	0	0	0	0	0	0	1	9
	Battalion Total		0	3	0	4	1	0	0	0	0	0	0	0	0	1	9
Battalion 14	Station 16 Pedley	City of Jurupa Valley	0	30	0	170	3	4	12	2	1	0	6	13	3	8	252
	Station Total		0	30	0	170	3	4	12	2	1	0	6	13	3	8	252
	Station 17 Glen Avon	City of Jurupa Valley	0	14	1	161	5	1	15	1	0	2	1	18	1	4	224
	Station Total		0	14	1	161	5	1	15	1	0	2	1	18	1	4	224
	Station 18 West Riverside	City of Jurupa Valley	1	18	0	167	2	4	3	1	0	0	2	16	2	6	222
	Station Total		1	18	0	167	2	4	3	1	0	0	2	16	2	6	222
	Station 27 Eastvale	City of Jurupa Valley	0	4	0	24	0	0	1	0	0	0	0	2	0	2	33
	Station Total		0	4	0	24	0	0	1	0	0	0	0	2	0	2	33
	Station 38 Rubidoux	City of Jurupa Valley	3	25	1	169	5	3	6	5	0	0	4	12	6	10	249
	Station Total		3	25	1	169	5	3	6	5	0	0	4	12	6	10	249
Battalion Total		4	91	2	691	15	12	37	9	1	2	13	61	12	30	980	
Grand Total			4	94	2	695	16	12	37	9	1	2	13	61	12	31	989

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Jurisdiction

	Com Fire	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service	Res Fire	Rescue	Ringin Alarm	Standby	Traffic Collisio	Vehicle Fire	Wildlan d Fire	Total
City of Jurupa Valley	4	94	2	695	16	12	37	9	1	2	13	61	12	31	989
Grand Total	4	94	2	695	16	12	37	9	1	2	13	61	12	31	989

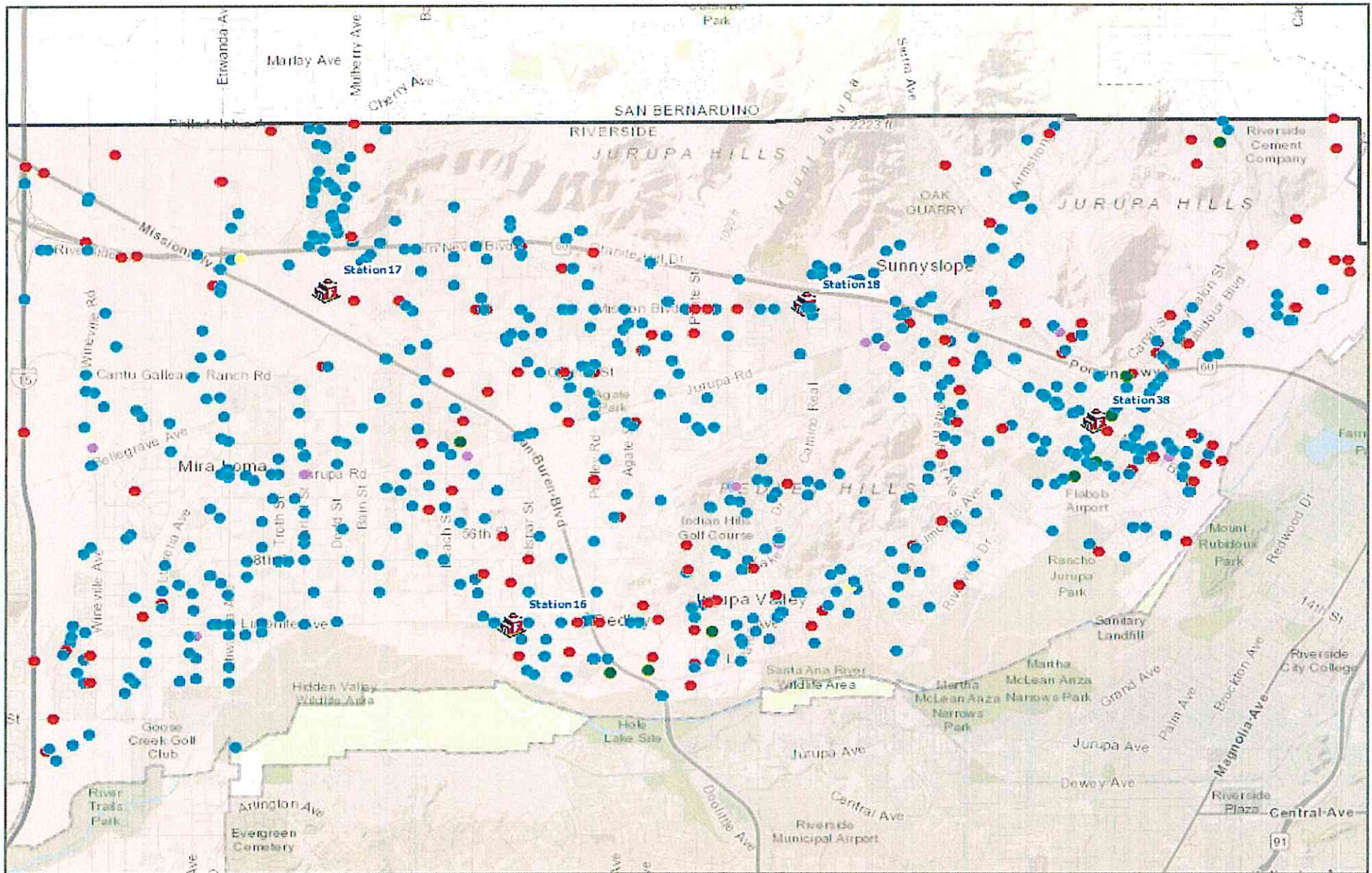
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	Grand Total
Com Fire	4	4
False Alarm	94	94
Haz Mat	2	2
Medical	695	695
Other Fire	16	16
Other Misc	12	12
Public Service Assist	37	37
Res Fire	9	9
Rescue	1	1
Ringin Alarm	2	2
Standby	13	13
Traffic Collision	61	61
Vehicle Fire	12	12
Wildland Fire	31	31
Total	989	989

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

MONTH = 7 and YEAR = 2020 and CITYNAME = 'Jurupa Valley'



Legend

- Fire
- Hazard
- Haz Mat
- Medical
- Other Misc
- PSA
- Riverside County
- Reservations
- Fire Station
- Casinos



Riverside County Fire GIS

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

9. CONSIDER NOMINATION FOR AN ALTERNATE SPECIAL
DISTRICT MEMBER OF THE RIVERSIDE LOCAL AGENCY
FORMATION COMMITTEE:
DM 2020-59

Rubidoux Community Services District

Board of Directors

Armando Muniz
Bernard Murphy
John Skerbelis
Hank Trueba Jr.
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2020-59

August 20, 2020

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Nomination for an Alternate Special District Member of the Riverside Local Agency Formation Commission

BACKGROUND:

On August 3, 2020 Rubidoux Community Services District ("District") received a letter from the Riverside Local Agency Formation Commission ("LAFCO") indicating a new appointment process for an Alternate Member of LAFCO. The nomination process starts Monday, August 10, 2020 and closes on Monday, September 21, 2020. Specifics about the Alternate Special District Member position:

1. The nominee can be a board member from any district with the majority of its assessed value within Riverside County.
2. The term will be from date of appointment until May 6, 2024.
3. The Board may nominate a member of the legislative body of an independent special district board to fill the position.

At its August 6, 2020 Board Meeting the letter from LAFCO was included in the Board Packet. Director Skerbelis indicated interest in being nominated for the position. Staff was directed to add this matter at an upcoming Board Meeting for discussion.

RECOMMENDATION:

Staff recommends the Board of Directors review the LAFCO letter dated August 3, 2020 and provide staff with direction on completion and submittal of the "Special District Selection Committee Alternate Member 2020 Nomination Form.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

LAFCO Letter dated August 3, 2020



via electronic mail

August 3, 2020

CALL FOR NOMINATIONS FOR AN ALTERNATE
SPECIAL DISTRICT MEMBER OF THE
RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

To the Special District Selection Committee (Presiding Officers of Independent Special Districts of Riverside County c/o District Clerks):

We are commencing a new appointment process for an Alternate Member of the Riverside Local Agency Formation Commission (LAFCO). Selection proceedings will be conducted by electronic mail (e-mail). Specifically, the alternate position is as follows:

Alternate Special District Member-must be a board member from any district with the majority of its assessed value within Riverside County.

Terms of LAFCO Members are four years and until appointment of a successor or reappointment of the incumbent. The term of this position will run until May 6, 2024.

The nomination period for the alternate seat will begin on Monday, August 10, 2020 and close on Monday, September 21, 2020. Any member of the Special District Selection Committee (presiding officer or an alternate board member designated by the governing body) may nominate a member of the legislative body of an independent special district board to fill the position, consistent with the geographic requirements noted above.

All nomination forms must be signed and dated by the presiding officer, or the designee of your District Board of Directors. Once complete, please scan the form and email it to Rebecca Holtzclaw at rholtzclaw@lafco.org. **Nominations must be received in our office by 5 p.m. on Monday, September 21, 2020.**

Following the nomination period, a ballot and voting instructions will be sent to SDSC members. However, if only one candidate is nominated, that candidate will be deemed selected with no further proceedings.

If you have any questions, please contact our office.

Sincerely,



Gary Thompson
Executive Officer

cc: District Managers

**SPECIAL DISTRICT SELECTION COMMITTEE
ALTERNATE MEMBER
2020 NOMINATION FORM**

I, _____ of the _____
Print Name of Presiding Officer or alternate* Name of District

hereby nominate the following individual for the position of:

Alternate Special District Member of the Riverside Local Agency Formation Commission. The term of this position will run until May 6, 2024.

Nominee: _____

District: _____

I hereby certify that I am the presiding officer of the above named district or alternate designated by the governing body*.

Signature Date

*If an alternate has been designated by the governing body, please provide a resolution or minute order documenting the action.

10. RECEIVE AND FILE STATEMENT OF CASH ASSET SCHEDULE
REPORT ENDING JULY 2020:
DM 2020-60

Rubidoux Community Services District

Board of Directors

Armando Muniz
Hank Trueba Jr
Bernard Murphy
John Skerbelis
F. Forest Trowbridge



General Manager

Jeffrey D. Sims

Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2020-60

August 20, 2020

To: Rubidoux Community Services District
Board of Directors

Subject: Receive and File the July 2020 Statement of Cash Assets Schedule

BACKGROUND:

Attached for the Board of Directors' consideration is the July 2020 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is \$61,281.86 for District controlled accounts. With respect to District "Funds in Trust", \$2,467.20 which has been earned and posted. The District has a combined YTD interest earned total of \$63,749.06 as of July 31, 2020.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of \$6,722,280.39 ending July 31, 2020. This is **\$148,883.23 LESS** than July 1, 2020, beginning balance of \$6,871,163.62.

Further, the District's Field/Admin Fund current fund balance is \$596,671.52.

Submitted for the Board of Directors consideration is the *July 2020, Statement of Cash Assets Schedule Report* for review and acceptance.

RECOMMENDATION:

Staff recommends the Board of Directors “**Receive and File**” the July 2020 Statement of Cash Assets Schedule Report.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attachment: July 2020, Cash Assets Schedule Report

RUBIDOUX COMMUNITY SERVICES DISTRICT

INVESTMENT SUMMARY - JULY 31, 2020
CASH BASIS

	Beg. Balance 7/1/2020	YTD Int.	Other Activity YTD	Balance 7/31/2020	YTD Avg. Int. Rate
Operating Accounts	\$ 6,871,163.62	\$ 20,299.84	\$ (169,183.07)	\$ 6,722,280.39	0.30%
Water Operating Reserve	4,235,759.71	15,015.73	-	4,250,775.44	0.35%
Wastewater Operating Reserve	578,513.98	2,050.84	-	580,564.82	0.35%
Water Replacement Reserve	702,006.32	2,488.61	14,900.00	719,394.93	0.35%
Fire Mitigation Reserve	1,447,835.41	4,850.17	-	1,452,685.58	0.33%
Wastewater Reserve	316,194.52	864.68	(9,851.69)	307,207.51	0.28%
Wastewater Replacement Res.	212,781.39	754.31	9,066.00	222,601.70	0.34%
Water Reserve	2,228,218.83	2,162.66	(865,013.14)	1,365,368.35	0.16%
COP Restricted	3,022,895.29	10,716.14	97,100.00	3,130,711.43	0.34%
Field/Admin Reserve	586,427.14	2,078.88	8,165.50	596,671.52	0.35%
Funds in Trust	780,516.23	2,467.20	-	782,983.43	0.32%
Total Investments	\$ 20,982,312.44	\$ 63,749.06	\$ (914,816.40)	\$ 20,131,245.10	0.32%

\$0.00

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2020 THRU JULY 31, 2020
 CASH BASIS
FIRE MITIGATION

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INT. RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
7/1/2020	Premier Bank	CD		Beg. Bal.				170,000.20	
	Premier Bank			Interest	424.40	1.00	424.40	170,424.60	
	Premier Bank			Redeem	-			170,424.60	
7/31/2020	Premier Bank	CD	10/3/2020	Purchase	-			170,424.60	
7/1/2020	Premier Bank	Checking		Beg. Bal.				8,835.50	
	Premier Bank	Fire Mitigation		Activity	-	0.00	-	8,835.50	
7/31/2020	Premier Bank			End Bal.	-			8,835.50	
7/1/2020	LAIF	Fire Mitigation		Beg. Bal.				1,248,456.66	
	LAIF			Interest		1.22	4,425.77	1,252,882.43	
7/31/2020	LAIF			Activity	-			1,252,882.43	
7/1/2020	Premier Bank	Safekeeping		Beg. Bal				20,543.05	
	Premier Bank			Activity	-	-	-	20,543.05	
7/31/2020	Premier Bank			End Bal.				20,543.05	\$ 1,452,685.58

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2020 THRU JULY 31, 2020
 CASH BASIS
WASTEWATER CIP FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INT. RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
7/1/2020	LAIF	Sewer Mainline		Beg. Bal.				243,914.60	
	LAIF			Interest		1.22	864.68	244,779.28	
7/31/2020	LAIF			Activity	(9,851.69)			234,927.59	
7/1/2020	CBB	Safekeeping		Beg. Bal				72,279.92	
				Activity	-	0.10	-	72,279.92	
7/31/2020	CBB			End Bal.				72,279.92	\$ 307,207.51

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2020 THRU JULY 31, 2020
 CASH BASIS
WATER CIP FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
7/1/2020	LAIF	Water Mainline		Beg. Bal.				205,127.44	
	LAIF			Interest		1.22	727.18	205,854.62	
7/31/2020	LAIF			Activity	265,021.86			470,876.48	
7/1/2020	Premier Bank	CD		Beg. Bal.				575,000.00	
	Premier Bank			Activity	1,435.48	1.00	1,435.48	576,435.48	
	Premier Bank			Redeem	-			576,435.48	
7/31/2020	Premier Bank	CD	10/3/2020	Purchase	-			576,435.48	
7/1/2020	Citizens Bus	CD		Beg. Bal.				225,000.00	
	Citizens Bus			Activity	-	0.40	-	225,000.00	
	Citizens Bus			Redeem	-	n/a		225,000.00	
7/31/2020	Citizens Bus	CD	10/20/2020	Purchase	-			225,000.00	

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2020 THRU JULY 31, 2020
 CASH BASIS

7/1/2020	Premier Bank	Safekeeping	Beg. Bal.				69,580.23	
	Premier Bank		Activity	-	-	-	69,580.23	
7/31/2020	Premier Bank		End Bal.				69,580.23	
7/1/2020	CBB	Safekeeping	Beg. Bal.				1,153,511.16	
	CBB		Activity	(1,130,035.00)	0.10	-	23,476.16	
7/31/2020	CBB		End Bal.				23,476.16	\$ 1,365,368.35

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2020 THRU JULY 31, 2020
 CASH BASIS
OPERATING FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
7/1/2020	Premier Bank	Checking-Gen.		Beg. Bal.				231,685.25	
	Premier Bank			Deposits	2,026,788.64	0.00	-	2,258,473.89	
7/31/2020	Premier Bank			Disbursements	(2,107,115.92)			151,357.97	
7/1/2020	Premier Bank	Checking Property Tax		Beg. Bal.				16,633.17	
	Premier Bank			Deposits	-	0.00	-	16,633.17	
7/31/2020	Premier Bank			Disbursements	(12,000.00)			4,633.17	
7/1/2020	Premier Bank	Checking-Sewer		Beg. Bal.				4,124.29	
	Premier Bank			Deposits	224,726.84	0.00	-	228,851.13	
7/31/2020	Premier Bank			Disbursements	(224,672.95)			4,178.18	
7/1/2020	Premier Bank	Checking-Water		Beg. Bal.				616,035.40	
	Premier Bank			Deposits	2,270,198.87	0.00	-	2,886,234.27	
7/31/2020	Premier Bank			Disbursements	(2,215,706.88)			670,527.39	

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2020 THRU JULY 31, 2020
 CASH BASIS
OPERATING FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
7/1/2020	Premier Bank	Operations		Beg. Bal				276,342.99	
	Premier Bank	Safekeeping		Deposits	-	0.00	-	276,342.99	
7/31/2020	Premier Bank			Disbursements				276,342.99	
7/1/2020	LAIF	Gen. Fund-Prop Tax		Beg. Bal				3,063,409.37	
	LAIF	Qtrly. Interest		Deposits	-	1.22	10,859.77	3,074,269.14	
7/31/2020	LAIF			Disbursements	(375,000.00)			2,699,269.14	
7/1/2020	LAIF	Water Op.		Beg. Bal				1,920,612.08	
	LAIF	Qtrly. Interest		Deposits	990,978.14	1.22	6,808.56	2,918,398.78	
7/31/2020	LAIF			Disbursements	(786,165.50)			2,132,233.28	
7/1/2020	LAIF	Sewer Op.		Beg. Bal				742,321.07	
	LAIF	Qtrly. Interest		Deposits	99,851.69	1.22	2,631.51	844,804.27	
7/31/2020	LAIF			Disbursements	(61,066.00)			783,738.27	\$ 6,722,280.39

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2020 THRU JULY 31, 2020
 CASH BASIS
RESERVED FUNDS

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
7/1/2020	LAIF	Water Op. Reserve		Beg. Bal				4,235,759.71	
	LAIF	Qtrly. Interest		Deposits	-	1.22	15,015.73	4,250,775.44	
7/31/2020	LAIF			Disbursements	-			4,250,775.44	
7/1/2020	LAIF	Water Replacement		Beg. Bal				702,006.32	
	LAIF	Qtrly. Interest		Deposits	14,900.00	1.22	2,488.61	719,394.93	
7/31/2020	LAIF			Disbursements	-			719,394.93	
7/1/2020	LAIF	Wastewater Replacement		Beg. Bal.				212,781.39	
	LAIF			Interest		1.22	754.31	213,535.70	
7/31/2020	LAIF			Activity	9,066.00			222,601.70	
7/1/2020	LAIF	COP-Payback		Beg. Bal				3,022,895.29	
	LAIF	Qtrly. Interest		Deposits	97,100.00	1.22	10,716.14	3,130,711.43	
7/31/2020	LAIF			Disbursements	-			3,130,711.43	
7/1/2020	LAIF	Field/Admin Bldg.		Beg. Bal				586,427.14	
	LAIF	Qtrly Interest		Deposits	8,165.50	1.22	2,078.88	596,671.52	
7/31/2020	LAIF			Disbursements	-			596,671.52	
7/1/2020	LAIF	Wastewater Op. Reserve		Beg. Bal				578,513.98	
	LAIF	Qtrly. Interest		Deposits	-	1.22	2,050.84	580,564.82	
7/31/2020	LAIF			Disbursements	-			580,564.82	\$ 9,500,719.84

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
 FOR PERIOD JULY 1, 2020 THRU JULY 31, 2020
 CASH BASIS
FUNDS IN TRUST

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
7/1/2020	U.S. Bank	COP's Refunding-Series 1998						777,984.58	
		Install Sale		52,326.97	-	0.17	0.25	777,984.83	
		Reserve-LAIF		728,124.70			0.65	2,466.84	780,451.67
7/31/2020								780,451.67	
7/1/2020	Premier Bank	Fiscal Agent-SRL MN Plant		Beg. Bal				2,531.65	
		Deposits			-	0.20	0.11	2,531.76	
7/31/2020		Disbursements			-			2,531.76	\$ 782,983.43
TOTAL CASH FUNDS									\$ 20,131,245.10

RCSD PORTFOLIO HOLDINGS REPORT
JULY 31, 2020

<u>Par \$</u>	<u>Issuer</u>	<u>Maturity</u>	<u>Acquisition Cost</u>	<u>Current Market</u>	<u>Gain/Loss</u>	<u>Yld Mat</u>
AGENCY						
Subtotals			-	-	-	
U.S. TREASURIES						
COMMERCIAL PAPER						
Subtotals			-	-	-	
COLLATERALIZED TIME DEPOSITS						
170,424.60	Premier	10/3/2020	\$ 170,424.60	\$ 170,424.60		1.00
576,435.48	Premier	10/3/2020	576,435.48	576,435.48		1.00
225,000.00	Citizens Business Bank	10/20/2020	225,000.00	225,000.00		0.40
Subtotals			\$ 971,860.08	\$ 971,860.08	-	
CASH EQUIVALENT & MONEY MARKET						
17,074,647.34	LAIF	-	\$ 17,074,647.34	\$ 17,074,647.34	-	1.22
13,468.67	CHECK-PPBI-Fire- Prop tax		13,468.67	13,468.67	-	-
462,222.35	SAFEKEEPING		462,222.35	462,222.35	-	-
Subtotals			17,550,338.36	17,550,338.36	-	
GRAND TOTALS			\$ 18,522,198.44	\$ 18,522,198.44	-	

RCSD Investment Portfolio
July 31, 2020

Maturity

30 days or less
31-90 Days
91 Day - 1 Year

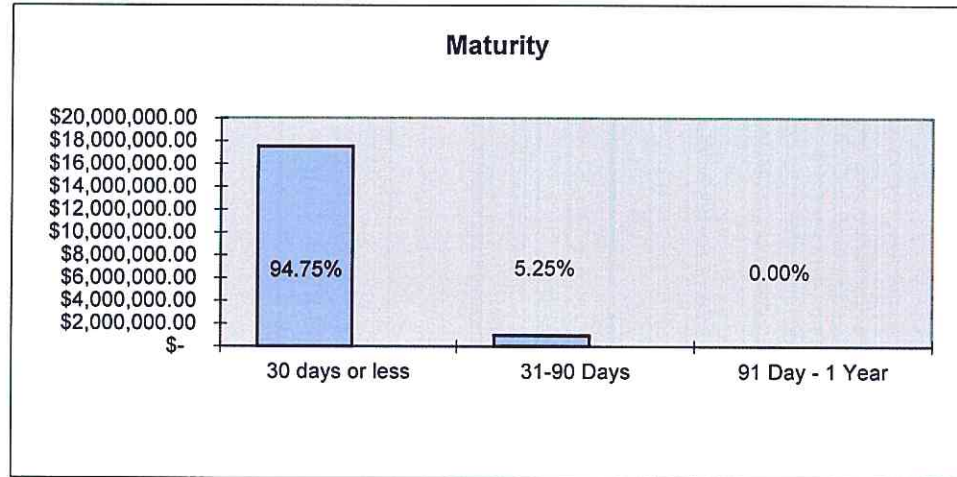
Total

Assets

\$ 17,550,338.36
971,860.08

-

\$ 18,522,198.44



Sector

Cash & MMF
U.S. Treasury
Federal Agencies
Commercial Paper
Collateralized Time Deposits

Total

\$ 17,550,338.36

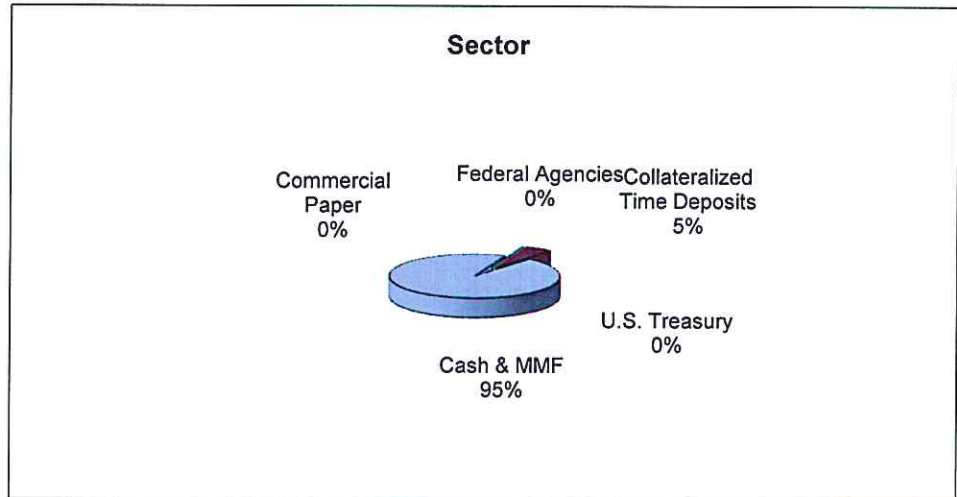
-

-

-

971,860.08

\$ 18,522,198.44



11. CONSIDER ADOPTION OF RESOLUTION NO. 2020-871, A
RESOLUTION WHICH AMENDS THE DISTRICT STANDARD
CONFLICT OF INTEREST CODE:
DM 2020-61

Rubidoux Community Services District

Board of Directors

Armando Muniz
Hank Trueba Jr
Bernard Murphy
John Skerbelis
F. Forest Trowbridge



General Manager

Jeffrey D. Sims

Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2020-61

August 20, 2020

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adoption of Resolution No. 2020-871, A Resolution Which Amends the District's Standard Conflict of Interest Code

BACKGROUND:

In 1990, the Rubidoux Community Services District (District) adopted Resolution No. 604 which designated District employees, agents and consultants who could make recommendations or participate in the decision-making process regarding District projects which may have a material effect on financial interests. In 2004, staff reviewed Resolution No. 604 and revised the designation to reflect current employee titles, agents and consultants. In addition, the District adopted the Fair Political Practices Commission Standard Conflict of Interest Code with Resolution No. 742. Staff has not amended the District's Conflict of Interest Code or updated its Designated Employees and Categories List since 2004.

Pursuant to the Political Reform Act, every local government agency is required to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). The Fair Political Practices Commission considers the following changes to the District since 2004 as a need to update its conflict of interest code:

1. Current code is more than 5 years old. The District has not updated its conflict of interest code since 2004, or 16 years ago.

2. Positions have been eliminated or re-named. In 2019, the previous Manager of Fiscal Services position was renamed the Director of Finance and Administration.
3. New positions have been added. In 2020, the District created a Director of Engineering position.

Based upon the changes noted above, staff has amended its conflict of interest code to reflect current employee titles, agents and consultants. Those revisions are reflected in Appendix "A" of Resolution No. 2020-871.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 2020-871, A Resolution Which Amends the District's Standard Conflict of Interest Code. Further, the adoption of Resolution No 2020-871 will supersede Resolution No. 742.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attachment: Fair Political Practices Commission Biennial Notice Instructions
2020 Local Agency Biennial Notice
Resolution No. 2020-871 with attachments

2020 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By July 1, 2020: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By October 1, 2020: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2020 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC's website](#).

2020 Local Agency Biennial Notice

Name of Agency: Rubidoux Community Services District
Mailing Address: 3590 Rubidoux Blvd., Jurupa Valley, CA 92509
Contact Person: Brian Laddusaw Phone No. 951-684-7580
Email: bladdusaw@rcsd.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) Current code more than 5 years old

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. 2020-871

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RUBIDOUX COMMUNITY SERVICES DISTRICT
AMENDING THE STANDARD CONFLICT OF INTEREST CODE**

WHEREAS, the Fair Political Practices Commission has adopted a Standard Conflict of Interest Code pursuant to the provisions of Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 81000 et seq. and Section 18730 thereof; and

WHEREAS, in order to update the Conflict of Interest Code for the Rubidoux Community Services District it is necessary to adopt the Standard Conflict of Interest Code; and

WHEREAS, it is further necessary to adopt certain categories of designated employees pursuant to said Standard Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the foregoing Recitals are true and correct.
2. That the Fair Political Practices Commission Standard Conflict of Interest Code, attached hereto as Appendix "A", is hereby adopted as it may be amended from time to time by the Fair Political Practices Commission.
3. Appendix "A" to said Standard Conflict of Interest Code, designating employees and disclosure of categories is also hereby adopted.
4. That this resolution supercedes Resolution No. 742 in its entirety.

APPROVED AND ADOPTED this 20th day of August, 2020 at the regular meeting of the Board of Directors of the Rubidoux Community Services District, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Armando Muniz, President
Rubidoux Community Services District

(Seal)

ATTEST:

Jeffrey D. Sims
General Manager

APPROVED AS TO FORM AND CONTENT:

John R. Harper
District Counsel

APPENDIX "A"

DESIGNATED EMPLOYEES AND CATEGORIES

"Designated Employees" shall include positions currently approved in Fiscal Year 2020/2021 budget by the Board of Directors which make recommendations or participate in the decision-making process regarding District affairs which may foreseeably have a material effect on financial interests.

For the purpose of identifying "Designated Employees" of the District, it shall mean those individuals employed in the identified positions or consultants that provide services in the following areas:

<u>Employee Positions</u>	<u>Consultant Services</u>
Secretary-General Manager	Legal
Assistant General Manager	Engineering
Director of Finance and Administration	Labor Relations
Director of Engineering	Financial
Operations/Facilities Manager	

Such individuals shall disclose financial interests within the geographical jurisdiction of Rubidoux Community Services District in the following categories:

- Any ownership or economic interest in secured property.
- Any ownership or economic interest in business located within the geographical jurisdiction of Rubidoux Community Services District.
- Any ownership or economic interest in business geographically lying outside the jurisdiction of Rubidoux Community Services District that provides or may provide services or products within the geographical jurisdiction of Rubidoux Community Services District.

Manner of reporting such disclosures shall be in accordance with Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations as outlined in Section 7 on Page 5 of subject Appendix "A" hereto.

Any Designated Employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

12. CONSIDER GEOTECHNICAL INVESTIGATION AND
CONSTRUCTION TESTING FOR LELAND THOMPSON ION
EXCHANGE PROJECT:
DM 2020-62

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr
Armando Muniz
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2020-62

August 20, 2020

To: Rubidoux Community Services District
 Board of Directors

Subject: Geotechnical Investigations and Construction Testing for Leland Thompson Ion Exchange Project

BACKGROUND:

Rubidoux Community Services District (District) needs to add treatment at Wells 1A, 8, and 18 located at its Leland Thompson Water Treatment Facility (Leland Plant) to meet lower Notification Limit (NL) and Response Limit (RL) for PFAS contaminants established by California State Water Quality Resources Control Board Department of Drinking Water (DDW). Two components of PFAS contaminants are PFOA and PFOS. The new NL and RL are 5.1 ppt and 10 ppt for PFOA, and are 6.5 ppt and 40 ppt for PFOS, respectively. DDW has provided the District a Notice of Intent indicating the District will be issued an Order outlining certain mandatory monitoring and reporting for PFOA and PFOS. It is anticipated the Order will include a requirement of quarterly sampling and reporting the annual average of the four quarters of sampling for PFOA and PFOS. The Order is anticipated to be issued during the 4th Quarter of Calendar Year 2020, with sampling throughout Calendar Year 2021.

The District has conducted testing for PFOA and PFOS on its wells in anticipation of the Order, and results indicate all wells in the District are at or above these limits. Absent treatment the District will not be able to meet the lowered limits. The addition of treatment for PFOA and PFOS at all District wells will provide the District with the ability to meet the lowered limits and have supply redundancy and flexibility to meet customer demands. An ancillary goal is to have sufficient supply to be able sell water to Jurupa Community Services District.

The District is far along in process on the final design for the addition of an Ion Exchange Treatment System at the Leland Plant to meet the new standards for Wells 1A, 8 and 18. Hazen and Sawyer is the District's engineering firm doing the design for the treatment process and necessary yard piping, additional equipment and electrical improvements.

The Leland Plant site is in an area known to exhibit liquefaction problems due to the water table being at only 25 feet BGS and having loosely packed, water-logged sediments at or near the ground surface which lose their strength in response to strong ground shaking. Liquefaction occurring beneath buildings and other structures can cause major damage during earthquakes. This is a concern in design of the foundation and support of other structures at the site in addition to having adequate data to design the facilities for daily operational loading. Hazen and Sawyer recommend the District obtain geotechnical data.

Having valid, accurate and current geotechnical data as a basis for design of the structures and foundations will allow the District to provide the most appropriate foundation and structure for resisting loads induced by the weight of the structure and by seismic forces. For this reason, the District needs to obtain the services of a geotechnical engineer.

To ensure construction meets the requirements of the plans and specifications an adequate testing program during construction to evaluate soil bearing capacity, concrete strength and vessel anchor resistance is needed. For this reason, the District needs to have field oversight, inspection, and laboratory testing during construction.

Staff contacted Converse Consultants regarding the project and Converse Consultants has provided a scope of work and fee proposal to provide the necessary pre-design soils work, and inspection and testing during construction. The cost of this work will be included in the overall PFAS Treatment effort.

RECOMMENDATION

Staff recommends the Board of Directors approve the General Manager to:

1. Amend the FY 2020/21 Budget by moving the Ion Exchange Installation Project funding of \$29,600.00 from Water Fund Reserves to the Water Capital Improvement Projects (CIP) Fund.
2. Approve a contract with Converse Consultants in the amount of \$29,600.00 to perform geotechnical investigation work, inspection and laboratory testing per the attached proposal using the Water Capital Improvement (CIP) Fund.

Respectfully,



JEFFREY D. SIMS, P.E.
General Manager

Attach:

Converse Consultants Proposal dated August 12, 2020



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 12, 2020

Mr. Ted Beckwith, PE
Director of Engineering
Rubidoux Community Services District
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

Subject: **PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT AND PROVIDE AS-NEEDED SOILS AND MATERIAL TESTING SERVICES DURING CONSTRUCTION**
Leland Water Treatment Facility
350 Feet East of the Intersection of Daly Avenue and 34th Street
City of Jurupa Valley, Riverside County, California
Converse Project No. 20-81-220-00 (01-30/40)

Dear Mr. Beckwith:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal outlining our scope and fee estimate to prepare a geotechnical investigation report to support the design phase of the subject project. Also included is our scope and cost estimate to provide as-needed soils and material testing services during construction.

Our proposal is based on the following.

- Review of the information you transmitted to us via email on August 11, 2020.
- Discussion with you over the phone.

SITE.PROJECT DESCRIPTION

The Leland Water Treatment Facility is located 350 east of the intersection of Daly Avenue and 34th Street in the City of Jurupa Valley, Riverside County, California. The proposed improvement will be located within the existing treatment facility.

The project will consist of the following.

- An Iron and Manganese (FE/MN) removal filters
- Equipment building
- Backwash waste tank
- Recycle water pump station
- Waste filtrate transfer pump station
- Filtration plant effluent piping
- Internal piping
- Asphalt concrete paved driveways

SCOPE OF WORK DURING DESIGN

Our scope of work will consist of the following tasks.

Task 1: Existing Document Review

Converse will review any pertinent existing report(s) prepared for the project. Besides the existing report(s), we will review geohazard and groundwater data/maps to evaluate any impact on the design and construction of the proposed project.

Task 2: Project Set-up

As part of the project set-up, our staff will conduct the following.

- Mark the boring locations on the drawing provided and submit for your review and approval.
- Conduct a site reconnaissance and stake/mark the boring locations. **Since the site has existing underground utilities, a representative from the District familiar with the site condition MUST clear the boring locations from conflict with existing underground utilities. Converse will Not be liable for damage to any underground utilities.**
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring location locations of any conflict with existing underground utilities.

Task 3: Subsurface Exploration

Our surface investigation will include drilling 3 exploratory borings within the project area. Two borings will be drilled to 50 feet and 2 to 15 feet below existing ground surface. If refusal is encountered before the plan depth is reached the boring will be terminated at that depth.

The purpose of the boring will be:

- To verify the depth of bedrock/groundwater, if encountered
- To collect undisturbed and bulk samples of the various soil types for laboratory testing.

The boring will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.



Standard Penetration will be conducted in the 50 feet deep borings starting at 20 feet below existing ground surface. Data from the SPT will be utilized to evaluate the liquefaction potential and estimate soils engineering parameters.

The borings will be backfilled with soils cuttings and compacted by pushing down with augers using the drill rig weight. Where asphalt concrete is penetrated, the surface will be patched with cold mixed asphalt concrete. If construction is delayed the surface may settle over time. We recommend the owner monitor the boring locations and backfill any settlement or depression that might occur, or provide protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task 4: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, the following.

- In-place moisture and density.
- Collapse.
- R-value
- Expansion index.
- Soils corrosivity.
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.

Task 5: Geotechnical Design Report (GDR)

A GDR will be prepared to provide geotechnical design and construction recommendations for the entire project. The content of the report is presented below.

- Site description
- Project description.
- A description of the field procedures used in the investigation.
- A description of subsurface conditions including a documentation of the borings and sampling locations.
- Depth to groundwater and the necessity for dewatering during construction (dewatering quality, if needed, will be a separate task not included in this proposal).
- Discussion on the laboratory test results.
- Geology and faulting at the site.
- Seismic coefficients based on 2019 California Building Code.
- Evaluation of liquefaction potential and other secondary effects of earthquakes.
- Allowable soils pressures.
- Allowable lateral earth pressures.
- Suitability of existing soil for use as a backfill.
- Site grading recommendation.
- Fill placement recommendations.
- Soils parameters for pipe design
- Pipe bedding recommendations.
- Temporary slope excavation recommendations.



- Trench backfill recommendations.
- Driveway asphalt concrete structural section.

SCHEDULE/DELIVERABLES

We will initiate our scope of work within one week when notice to proceed is issued. The field exploration will depend on driller availability, weather, and other factors beyond Converse’s control. One day will be required to complete the fieldwork

One electronic (pdf) and 2 hard copies of the GDR will be submitted within 3 weeks after field work is completed. The report will be (wet signed and stamped by a licensed geotechnical engineer and engineering geologist licensed in the State of California).

FEE ESTIMATE

Our consulting services will be provided in accordance with the *Schedule of Fees and General Conditions*, copies of which are attached and form a part of this proposal. Our fee estimate for the project is presented below.

Task No. and Description	Cost
Task 1: Existing Document Review	\$270.00
Task 2: Project Set-up	\$1,000.00
Task 3: Subsurface Exploration	\$1,250.00
Task 4: Laboratory Testing	\$2,330.00
Task 5: Geotechnical Design Report (GDR)	\$5,425.00
Permit Fees	\$0.00
Drill Rig Services (non-prevailing wage)	\$3,600.00
Total Cost	\$13,875.00

Our cost is based on the following assumptions.

- All fieldwork will be done in one mobilization during normal weekday working hours.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- No permit will be required to drill the site.
- Borings will be backfilled with soils cutting and the surface patched with asphalt concrete. **If special backfill is required, we will submit a change order for the additional cost.**
- Traffic control will NOT be required.
- A final GDR will be prepared.
- We understand that this project is not subject to prevailing wage as defined in Labor Code Sections 1770-1780.

The cost estimate and scope of services does not include groundwater study, environmental study of soil and groundwater, and any inspection and/or testing services during construction. We will submit our invoices monthly in accordance with the attached *Schedule of Fees and General Conditions*.



SCOPE OF WORK AND COST ESTIMATE DURING CONSTRUCTION

Field Costs

Type of Service	Unit	Total Units	Unit Rate	Total
Attend one pre-construction meeting	Hour	4	\$125.00	\$500.00
Soils technician to provide on-call services to take in-place density of compacted soils, aggregate base and asphalt concrete. Check quality of fresh concrete and make concrete cylinders. Pull test of Anchors (16 trips @5hr/trip)	Hour	80	\$125.00	10,000.00
Sample pick-up	Trip	10	\$70.00	\$700.00
Field Cost Total				\$11,200.00

Laboratory Costs

Type of Test	Unit	Total Units	Unit Rate	Total
Modified Proctor on Soils and Aggregate Base	Test	2	\$160.00	\$360.00
Expansion Index	Test	2	\$110.00	\$220.00
Compressive Strength of Concrete	Cylinders	12	\$35.00	\$420.00
Hveem/Marshall	Test	1	\$225.00	\$225.00
Laboratory Cost Total				\$1,225.00

Office Costs

Type of Service	Unit	Total Units	Unit Rate	Total
Attend 1 project kick-off meeting	Hour	4	\$125.00	\$500.00
Compaction Report	Lump Sum	1	\$1,200.00	\$1,200.00
Project Management	Hour	8	\$125.00	\$1,000.00
Support Staff	Hour	8	\$75.00	\$600.00
Office Cost Total				\$3,300.00



Cost Summary

Total Costs	
Field Costs	\$11,200.00
Laboratory Costs	\$1,225.00
Office Costs	\$3,300.00
Total Cost	\$15,725.00

COST ESTIMATE

Our cost estimate is based on the following assumptions.

- For on-call services, all test locations should be ready prior to arrival of the Converse field representative on site. Stand-by time will be charged at \$125/hour.
- Minimum 4 hours charge for each visit less than 4 hours. Beyond 4 hours we will charge for the hours worked.
- If work is cancelled after our field representation has been dispatched, we will charge 2 hours
- If Converse is at the site more than 8 hours, overtime for field technicians will be charged at 1.5 times the regular hourly rate.
- Holiday rates will be 2 times the regular rates.
- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.
- The Converse field representative will not direct, supervise, or lay out the work of the contractor.
- Services provided by Converse will not include a review or evaluation of the contractor's safety measures on or near the project.
- Testing services outlined in this proposal will be performed at the request of your authorized representative.
- Any services outside the agreed scope of work will be charged in accordance with our attached 2020 Schedule of Fees.

It is understood by both contracting parties that this project is subject to prevailing wage as defined in Labor Code Sections 1770-1780.

CLOSURE

During this work, we will carry insurance as required by the contract. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to this office to formally authorize our services.



Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

If you should have any questions, or if we can provide any additional assistance, please call the undersigned at 909-796-0544. We thank you for the opportunity to assist on this important project.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
Principal Engineer/Regional Manager

Encl: *Schedule of Fees and General Conditions*
Dist: 1/Addressee (e-mail)
HSQ/kvg



**PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT AND PROVIDE
AS-NEEDED SOILS AND MATERIAL TESTING SERVICES DURING CONSTRUCTION**

Leland Water Treatment Facility

350 Feet East of the Intersection of Daly Avenue and 34th Street
City of Jurupa Valley, Riverside County, California
Converse Project No. 20-81-220-00 (01-30/40)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED³

Firm Name: _____ (Client)¹

By: _____ (Print Name)

(Signature)

Title: _____ Date: _____

Telephone No. () _____ Email: _____

P.O. No./Billing Instructions²: _____

- 1 Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- 2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.
- 3 Converse has been informed by the Client that the design phase is not a prevailing wage project and the construction phase is prevailing wage for geotechnical services as determined by local Labor Code Sections 1770-1780.



Appendix

Schedule of Fees and General Conditions



CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2020.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$80
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant).....	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer).....	85
Coring Technician	85
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	75
Senior Soils Technician.....	85
Sample Pick-Up	55

Professional Services (field and office)

Staff Professional	\$110
Senior Staff Professional.....	125
Project Professional	135
Project Manager.....	170
Senior Professional	170
Principal Professional.....	210
Principal/Consultant	225

Laboratory Testing

Laboratory Technician.....	Per Test
(See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor.....	\$85

Office Support

Clerical/Word Processing	\$75
Drafting.....	80
CAD Operator/Drafting Manager.....	85

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
Prevailing Wage Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2020.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$125
DSA Masonry Inspector	125
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	130
Coring Technician	125
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	125
Sample Pick-Up	70

Professional Services (consultation for field and office, if requested)

Staff Professional	\$105
Senior Staff Professional.....	115
Project Professional	125
Project Manager.....	125
Senior Professional.....	150
Principal Professional.....	210
Principal Consultant	225

Laboratory Testing

Laboratory Technician.....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor.....	\$85

Office Support

Clerical/Word Processing	\$75
Drafting.....	75
CAD Operator/Drafting Manager.....	85

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
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3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	15.00
Engineering Classification, ASTM D2487	20.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	20.00
Moisture Content, ASTM D2216	15.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from #200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	90.00
Coarse, retained on #4 sieve, ASTM C127	90.00
Sand Equivalent Test, ASTM D2419	110.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	190.00
Method C, 6" mold	200.00
California Impact Method, Caltrans 216	200.00
R-value, ASTM D2844 and CTM301	250.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	530.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	200.00
Consolidated, Drained, fine grained soil, ASTM D3080	250.00
Consolidated, Undrained, fine grained soil	200.00
Residual Strength, per cycle	60.00
Remolded Specimens	60.00

**STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS
(PER POINT)**

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

**CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE
(ASTM D4546) TESTS**

8 Load Increments	220.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	90.00
Ring Sample, Air Dried	90.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	80.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2020.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2020.

AGGREGATES

Moisture Content, ASTM D2216	15.00
Particle Size Analysis	
Coarse, ASTM C136, each	100.00
Coarse and Fine, ASTM C136 & C137), each	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	85.00
Fine Aggregate, ASTM C128	85.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	200.00
Potential Alkali Reactivity, ASTM D289	300.00
Freeze Thaw Soundness	175.00
Los Angeles Abrasion, per class, ASTM C131, C535	220.00
Sand Equivalent, ASTM D2419	110.00
Lightweight Particles, ASTM C123, each	85.00
Clay Lumps & Friable Particles, ASTM C142, each	120.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	75.00
Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each	40.00
Lightweight Concrete	
Compression	40.00
Unit Weight	40.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse	150.00
Prepared by Others	80.00
Core Compression Test, ASTM C12, each	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each	110.00
Modulus of Elasticity, Static, ASTM C469, each	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days	320.00
Splitting Tensile, 6"x12" Cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder	95.00
Hold Cylinder	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage, ASTM C426, each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8"x8"x16", each	120.00
Compression Test, grouted prisms, 12"x16"x16", each	130.00
Compression Test	
2"x4" Mortar Cylinder, each	40.00
3"x6" Grout Prisms, each	40.00
2" Cubes, ASTM C109, each	40.00
Cast by Others	40.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample	70.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	70.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt & Gradation, each	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated	95.00
Coated	105.00
Immersion-Compression	400.00
Particle Coating, ASTM D2489	60.00
Stripping, ASTM D1664	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point	350.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each	60.00
Bend Test #9 Bar or Smaller, each	60.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each	310.00
Rebar Coupler Tensile Test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each	65.00
Over 100,000 lbs., each	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each	70.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	50.00
Washer Hardness, each	40.00
A325 or A490, Bolt Hardness Only, each	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	90.00
Over 100,000 lbs. & Hardness, each	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.	300.00
Over 100,000 lbs.	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS

General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste

sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder. Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and

reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the

applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

13. CONSIDER GEOTECHNICAL INVESTIGATION AND
CONSTRUCTION TESTING FOR ANITA B. SMITH PROJECT:
DM 2020-63

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr
Armando Muniz
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2020-63

August 20, 2020

To: Rubidoux Community Services District
 Board of Directors

Subject: Geotechnical Investigations and Construction Testing for Anita B. Smith Project

BACKGROUND:

Rubidoux Community Services District (District) needs to add Granulated Activated Carbon (GAC) filtration and treatment to meet lower Notification Limit (NL) and Response Limit (RL) for PFAS contaminants established by California State Water Quality Resources Control Board Department of Drinking Water (DDW). Two components of PFAS contaminants are PFOA and PFOS. The new NL and RL are 5.1 ppt and 10 ppt for PFOA, and are 6.5 ppt and 40 ppt for PFOS, respectively. DDW has provided the District a Notice of Intent indicating the District will be issued an Order outlining certain mandatory monitoring and reporting for PFOA and PFOS. It is anticipated the Order will include a requirement of quarterly sampling and reporting the annual average of the four quarters of sampling for PFOA and PFOS. The Order is anticipated to be issued during the 4th Quarter of Calendar Year 2020, with sampling throughout Calendar Year 2021.

The District has conducted testing for PFOA and PFOS on its wells in anticipation of the Order, and results indicate all wells in the District are at or above these limits. Absent treatment the District will not be able to meet the lowered limits. The addition of treatment for PFOA and PFOS at all District wells will provide the District with the ability to meet the lowered limits and have supply redundancy and flexibility to meet customer demands. An ancillary goal is to have sufficient supply to be able sell water to Jurupa Community Services District.

The District is moving forward on the design of the GAC Filtration System at the Anita B. Smith Water Treatment Facility to meet the new standards for Well 6. The Board has already approved purchase of the pressure vessels the GAC material is placed in, however, to install the pressure vessels, a concrete foundation slab and anchor supports need to be designed.

Having accurate and current geotechnical data as a basis for design of the structures and foundations will allow the District to design the most appropriate foundation and structure for resisting loads induced by the weight of the structure and by seismic forces. For this reason, the District needs to obtain the services of a geotechnical engineer.

To ensure construction meets the requirements of the plans and specifications adequate testing needs to be done during construction to evaluate soil bearing capacity, concrete strength, and vessel anchor resistance. For this reason, the District needs to have field oversight, inspection, and laboratory testing during construction.

Staff contacted Converse Consultants regarding the project and Converse Consultants has provided a scope of work and fee proposal to provide the necessary pre-design soils work, and inspection and testing during construction. The cost of this work will be included in the overall PFAS Treatment effort.

RECOMMENDATION

Staff recommends the Board of Directors approve the General Manager to:

1. Amend the FY 2020/21 Budget by moving the GAC PV Installation Project funding of \$16,430.00 from Water Fund Reserves to the Water Capital Improvement Projects (CIP) Fund.
2. Approve a contract with Converse Consultants in the amount of \$16,430.00 to perform geotechnical investigation work, inspection and laboratory testing per the attached proposal using the Water Capital Improvement (CIP) Fund.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

Converse Consultants Revised Proposal dated August 12, 2020



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 12, 2020

Revised August 13, 2020

Mr. Ted Beckwith, PE
Director of Engineering
Rubidoux Community Services District
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

Subject: **REVISED PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT AND PROVIDE AS-NEEDED SOILS AND MATERIAL TESTING SERVICES DURING CONSTRUCTION**
Anita B. Smith Water Treatment Facility
2100 Fleetwood Drive
City of Jurupa Valley, Riverside County, California
Converse Project No. 20-81-219-00 (01 & 30/40)

Dear Mr. Beckwith:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal outlining our scope and fee estimate to prepare a geotechnical investigation report to support the design phase of the subject project. Also included is our scope and cost estimate to provide as-needed soils and material testing services during construction.

Our proposal is based on the following.

- Review of the information you transmitted to us via email on August 11, 2020.
- Discussion with you over the phone.

Based on your e-mail dated August 12, 2020 we understand that groundwater at the site is at least 75 feet below the existing ground surface so liquefaction will not be an issue.

Therefore, our proposal dated August 12, 2020 have been revised to eliminate the 50 feet and liquefaction evaluation.

SITE/PROJECT DESCRIPTION

The Anita B. Smith Water Treatment Facility is located at 2100 Fleetwood Drive in the City of Jurupa Valley, Riverside County, California. The presently asphalt concrete paved vacant site is located between existing treatment facilities.

The project will consist of the following.

- A 32' x 32' reinforced concrete pad which will support three 12-foot diameter pressure vessels for Granular Activated Carbon Filtration.
- Influent and effluent and backwash pipe improvements.

SCOPE OF WORK DURING DESIGN

Our scope of work will consist of the following tasks.

Task 1: Existing Document Review

Converse will review any pertinent existing report(s) prepared for the project. Besides the existing report(s), we will review geohazard and groundwater data/maps to evaluate any impact on the design and construction of the proposed project.

Task 2: Project Set-up

As part of the project set-up, our staff will conduct the following.

- Mark the boring locations on the drawing provided and submit for your review and approval.
- Conduct a site reconnaissance and stake/mark the boring locations. **Since the site has existing underground utilities, a representative from the District familiar with the site condition MUST clear the boring locations from conflict with existing underground utilities. Converse will Not be liable for damage to any underground utilities.**
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring location locations of any conflict with existing underground utilities.

Task 3: Subsurface Exploration

Our surface investigation will include drilling 2 exploratory borings, each to a depth of 20 feet below existing ground surface. If refusal is encountered before the plan depth is reached the boring will be terminated at that depth.

The purpose of the boring will be:

- To verify the depth of bedrock/groundwater, if encountered.
- To collect undisturbed and bulk samples of the various soil types for laboratory testing.

The boring will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.



The borings will be backfilled with soils/cement cuttings and compacted by pushing down with augers using the drill rig weight. Where asphalt concrete is penetrated, the surface will be patched with cold mixed asphalt concrete. If construction is delayed the surface may settle over time. We recommend the owner monitor the boring locations and backfill any settlement or depression that might occur, or provide protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task 4: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, the following.

- In-place moisture and density.
- Collapse.
- Expansion index.
- Soils corrosivity.
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.

Task 5: Geotechnical Design Report (GDR)

A GDR will be prepared to provide geotechnical design and construction recommendations for the entire project. The content of the report is presented below.

- Site description
- Project description.
- A description of the field procedures used in the investigation.
- A description of subsurface conditions including a documentation of the borings and sampling locations.
- Depth to groundwater and the necessity for dewatering during construction (dewatering quality, if needed, will be a separate task not included in this proposal).
- Discussion on the laboratory test results.
- Geology and faulting at the site.
- Seismic coefficients based on 2019 California Building Code.
- Discussion on the secondary effects of earthquakes
- Allowable soils pressures.
- Allowable lateral earth pressures.
- Suitability of existing soil for use as a backfill.
- Site grading recommendation.
- Fill placement recommendations.
- Soils parameters for pipe design.
- Pipe bedding recommendations.
- Temporary slope excavation recommendations.
- Trench backfill recommendations.



SCHEDULE/DELIVERABLES

We will initiate our scope of work within one week when notice to proceed is issued. The field exploration will depend on driller availability, weather, and other factors beyond Converse's control. One day will be required to complete the fieldwork.

One electronic (pdf) and 2 hard copies of the GDR will be submitted within 3 weeks after field work is completed. The report will be (wet signed and stamped by a licensed geotechnical engineer and engineering geologist licensed in the State of California).

FEE ESTIMATE

Our consulting services will be provided in accordance with the *Schedule of Fees and General Conditions*, copies of which are attached and form a part of this proposal. Our fee estimate for the project is presented below.

Task No. and Description	Cost
Task 1: Existing Document Review	\$395.00
Task 2: Project Set-up	\$750.00
Task 3: Subsurface Exploration	\$750.00
Task 4: Laboratory Testing	\$1,380.00
Task 5: Geotechnical Design Report (GDR)	\$5,135.00
Permit Fees	\$0.00
Drill Rig Services (prevailing wage)	\$1,550.00
Total Cost	\$9,960.00

Our cost is based on the following assumptions.

- All fieldwork will be done in one mobilization during normal weekday working hours.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- No permit will be required to drill the site.
- Borings will be backfilled with soils cutting and the surface patched with asphalt concrete. **If special backfill is required, we will submit a change order for the additional cost.**
- Traffic control will NOT be required.
- A final GDR will be prepared.
- We understand that this project is subject to prevailing wage as defined in Labor Code Sections 1770-1780.

The cost estimate and scope of services does not include groundwater study, environmental study of soil and groundwater, and any inspection and/or testing services during construction. We will submit our invoices monthly in accordance with the attached *Schedule of Fees and General Conditions*.



SCOPE OF WORK AND COST ESTIMATE DURING CONSTRUCTION

Field Costs

Type of Service	Unit	Total Units	Unit Rate	Total
Attend one pre-construction meeting	Hour	4	\$125.00	\$500.00
Soils technician to provide on-call services to take in-place density of compacted soils, aggregate base and asphalt concrete. Check quality of fresh concrete and make concrete cylinders. Pull test of anchors (5 trips @ 5 hrs./trip)	Hour	25	\$125.00	3,125.00
Sample pick-up	Trip	6	\$70.00	\$420.00
Field Cost Total				\$4,045.00

Laboratory Costs

Type of Test	Unit	Total Units	Unit Rate	Total
Modified Proctor on Soils and Aggregate Base	Test	2	\$160.00	\$360.00
Expansion Index	Test	1	\$110.00	\$110.00
Compressive Strength of Concrete	Cylinders	8	\$35.00	\$280.00
Laboratory Cost Total				\$750.00

Office Costs

Type of Service	Unit	Total Units	Unit Rate	Total
Attend 1 project kick-off meeting	Hour	0	\$125.00	\$500.00
Compaction Report	Lump Sum	1	\$700.00	\$700.00
Project Management	Hour	2	\$125.00	\$250.00
Support Staff	Hour	3	\$75.00	\$225.00
Office Cost Total				\$1,675.00



Cost Summary

Total Costs	
Field Costs	\$4,045.00
Laboratory Costs	\$750.00
Office Costs	\$1,675.00
Total Cost	\$6,470.00

COST ESTIMATE

Our cost estimate is based on the following assumptions.

- For on-call services, all test locations should be ready prior to arrival of the Converse field representative on site. Stand-by time will be charged at \$125/hour.
- Minimum 4 hours charge for each visit less than 4 hours. Beyond 4 hours we will charge for the hours worked.
- If work is cancelled after our field representation has been dispatched, we will charge 2 hours.
- If Converse is at the site more than 8 hours, overtime for field technicians will be charged at 1.5 times the regular hourly rate.
- Holiday rates will be 2 times the regular rates.
- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.
- The Converse field representative will not direct, supervise, or lay out the work of the contractor.
- Services provided by Converse will not include a review or evaluation of the contractor's safety measures on or near the project.
- Testing services outlined in this proposal will be performed at the request of your authorized representative.
- Any services outside the agreed scope of work will be charged in accordance with our attached 2020 Schedule of Fees.

It is understood by both contracting parties that this project is subject to prevailing wage as defined in Labor Code Sections 1770-1780.

CLOSURE

During this work, we will carry insurance as required by the contract. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to this office to formally authorize our services.



Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

If you should have any questions, or if we can provide any additional assistance, please call the undersigned at 909-796-0544. We thank you for the opportunity to assist on this important project.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
Principal Engineer/Regional Manager

Encl: *Schedule of Fees and General Conditions*
Dist: 1/Addressee (e-mail)
HSQ/kvg



**REVISED PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT AND
PROVIDE AS-NEEDED SOILS AND MATERIAL TESTING SERVICES DURING
CONSTRUCTION**

Anita B. Smith Water Treatment Facility
2100 Fleetwood Drive
City of Jurupa Valley, Riverside County, California
Converse Project No. 20-81-219-00 (01 & 30/40)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED³

Firm Name: _____ (Client)¹

By: _____ (Print Name)

(Signature)

Title: _____ Date: _____

Telephone No. () _____ Email: _____

P.O. No./Billing Instructions²: _____

- 1 Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- 2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.
- 3 Converse has been informed by the Client that the design phase is not a prevailing wage project and the construction phase is prevailing wage for geotechnical services as determined by local Labor Code Sections 1770-1780.



Appendix

Schedule of Fees and General Conditions



CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2020.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$80
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant).....	80
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer).....	85
Coring Technician	85
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	75
Senior Soils Technician.....	85
Sample Pick-Up	55

Professional Services (field and office)

Staff Professional	\$110
Senior Staff Professional.....	125
Project Professional	135
Project Manager.....	170
Senior Professional.....	170
Principal Professional.....	210
Principal/Consultant	225

Laboratory Testing

Laboratory Technician.....	Per Test
(See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor.....	\$85

Office Support

Clerical/Word Processing.....	\$75
Drafting.....	80
CAD Operator/Drafting Manager.....	85

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
Prevailing Wage Schedule of Fees
Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2020.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$125
DSA Masonry Inspector	125
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	130
Coring Technician	125
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	125
Sample Pick-Up	70

Professional Services (consultation for field and office, if requested)

Staff Professional	\$105
Senior Staff Professional.....	115
Project Professional	125
Project Manager.....	125
Senior Professional	150
Principal Professional.....	210
Principal Consultant	225

Laboratory Testing

Laboratory Technician.....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor.....	\$85

Office Support

Clerical/Word Processing.....	\$75
Drafting.....	75
CAD Operator/Drafting Manager.....	85

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	15.00
Engineering Classification, ASTM D2487	20.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	20.00
Moisture Content, ASTM D2216	15.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from #200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	90.00
Coarse, retained on #4 sieve, ASTM C127	90.00
Sand Equivalent Test, ASTM D2419	110.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	190.00
Method C, 6" mold	200.00
California Impact Method, Caltrans 216	200.00
R-value, ASTM D2844 and CTM301	250.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	530.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	200.00
Consolidated, Drained, fine grained soil, ASTM D3080	250.00
Consolidated, Undrained, fine grained soil	200.00
Residual Strength, per cycle	60.00
Remolded Specimens	60.00

**STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS
(PER POINT)**

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

**CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE
(ASTM D4546) TESTS**

8 Load Increments	220.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	90.00
Ring Sample, Air Dried	90.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	80.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2020.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS
Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2020.

AGGREGATES

Moisture Content, ASTM D2216	15.00
Particle Size Analysis	
Coarse, ASTM C136, each	100.00
Coarse and Fine, ASTM C136 & C137), each	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	85.00
Fine Aggregate, ASTM C128	85.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	200.00
Potential Alkali Reactivity, ASTM D289	300.00
Freeze Thaw Soundness	175.00
Los Angeles Abrasion, per class, ASTM C131, C535	220.00
Sand Equivalent, ASTM D2419	110.00
Lightweight Particles, ASTM C123, each	85.00
Clay Lumps & Friable Particles, ASTM C142, each	120.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	75.00
Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each	40.00
Lightweight Concrete	
Compression	40.00
Unit Weight	40.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse	150.00
Prepared by Others	80.00
Core Compression Test, ASTM C12, each	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each	110.00
Modulus of Elasticity, Static, ASTM C469, each	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days	320.00
Splitting Tensile, 6"x12" Cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder	95.00
Hold Cylinder	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage, ASTM C426, each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8"x8"x16", each	120.00
Compression Test, grouted prisms, 12"x16"x16", each	130.00
Compression Test	
2"x4" Mortar Cylinder, each	40.00
3"x6" Grout Prisms, each	40.00
2" Cubes, ASTM C109, each	40.00
Cast by Others	40.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample	70.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	70.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt & Gradation, each	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated	95.00
Coated	105.00
Immersion-Compression	400.00
Particle Coating, ASTM D2489	60.00
Stripping, ASTM D1664	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point	350.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each	60.00
Bend Test #9 Bar or Smaller, each	60.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each	310.00
Rebar Coupler Tensile Test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each	65.00
Over 100,000 lbs., each	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each	70.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	50.00
Washer Hardness, each	40.00
A325 or A490, Bolt Hardness Only, each	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	90.00
Over 100,000 lbs. & Hardness, each	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.	300.00
Over 100,000 lbs.	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS

General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste

sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and

reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the

applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

**14. CLOSED EXECUTIVE SESSION – PURSUANT TO
GOVERNMENT CODE SECTION 54956.9: LEGAL COUNSEL
STATUS ON LITIGATION CASE NO. CIVDS 1310520, CITY OF
RIVERSIDE VS. RUBIDOUX COMMUNITY SERVICES DISTRICT**

15. DIRECTORS COMMENTS – NON-ACTION

16. ADJOURNMENT