

SAN GORGONIO PASS WATER AGENCY
1210 Beaumont Avenue, Beaumont, CA 92223



SAN GORGONIO PASS
WATER AGENCY
A California State Water Project Contractor

Regular Meeting of the Board of Directors
August 4, 2025 at 1:30 p.m.

Secretary Kevin Walton will be participating via teleconference from the following location:

3744 S. Carlisle Park Place, # 3
South Salt Lake City, UT 84119

AGENDA

*This meeting is being held virtually and in person.
Link and telephone option provided is available for the
convenience of the public.*

TO JOIN VIA ZOOM: [Zoom Link Board Meeting](#)

TO JOIN THE MEETING BY TELEPHONE

CALL: 669-900-6833 | MEETING ID: 956 9367 4121

Members of the public who wish to comment on any item within the jurisdiction of the Agency or any item on the agenda may submit comments by emailing mcabral@sgpwa.com or may do so during the meeting. Comments will become part of the Board meeting record.

****In order to reduce feedback, please mute your audio when you are not speaking.***

*Esta reunión se llevará a cabo virtualmente y en persona.
El enlace y la opción telefónica proporcionada
es para la comodidad del público.*

PARA UNIRSE VÍA ZOOM: [Zoom Link Board Meeting](#)
PARA UNIRSE A LA JUNTA CON LA OPCIÓN TELEFONICA
LLAMAR: 669-900-6833 | ID DE REUNIÓN: 956 9367 4121

Los miembros del público que deseen comentar sobre cualquier tema dentro de la jurisdicción de la Agencia o cualquier tema en la agenda pueden enviar comentarios por correo electrónico a mcabral@sgpwa.com o pueden hacerlo durante la reunión. Los comentarios pasarán a formar parte del registro de la reunión de la Junta.

****Para reducir los comentarios, silencia el audio cuando no estés hablando.***

- 1. Call to Order, Invocation and Pledge of Allegiance**
- 2. Roll Call**
- 3. Adjustment and Adoption of Agenda**
- 4. Public Comment**

Members of the public may address the Board at this time concerning items relating to any matter within the Agency's jurisdiction. There will be an

President
Mickey Valdivia

Vice President
Chander Letulle

Treasurer
Robert Ybarra

Secretary
Kevin Walton

Directors
Dr. Blair M Ball
Sarah Wargo
Larry Smith

General Manager
Lance Eckhart,
PG, CHG

Legal Counsel
Jeffry Ferre

opportunity to comment on specific agenda items, as the items are addressed. Speakers are requested to keep their comments to no more than five (5) minutes. Under the Brown Act, no action or discussion shall take place on any item not appearing on the agenda, except that the Board or staff may briefly respond to statements made or questions posed for the purpose of directing statements or questions to staff for follow-up.

5. Consent Calendar

If any board member requests that an item be removed from the Consent Calendar, it will be removed so that it may be acted upon separately.

- A. Approve Minutes of the July 21, 2025, Regular Meeting of the San Geronio Pass Water Agency Board of Directors, ([pg. 4](#))
- B. Approve Finance and Budget Committee Meeting Report for July 2025, ([pg. 10](#))

6. Reports – Staff

- A. General Manager's Report
- B. General Counsel's Report

7. New Business – Discussion and Possible Action

- A. Reject the bid from Borden Excavating Inc, as non-responsive, acknowledge James McMinn, Inc. bid protest, and Award a Construction Contract to James McMinn, Inc, as the lowest responsive and responsible bidder for the Construction of the County Line Road Recharge Basin Project, in the amount of \$4,987,952.82, and approve Resolution No. 2025-06, ([pg. 38](#))

8. Reports – Directors and Committees

9. Board Requests for Future Agenda Items

10. Closed Session Agenda

- A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) and initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9
Two potential cases

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: Water rights/supplies – Eastside Water Bank
Agency negotiator: Lance Eckhart, General Manager
Negotiating parties: Antelope Valley-East Kern Water Agency
Under negotiation: price and terms of payment

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: General Counsel

11. Reconvene

- A. Report out of Closed Session

12. Announcements

- A. Southern California Water Conference, August 8, 2025 at 7:00 a.m.
- B. Water Conservation & Education Committee Meeting, August 12, 2025 at 1:30 p.m.
- C. Regular Board Meeting, August 18, 2025 at 6:00 p.m.
- D. Urban Water Institute Annual Conference, August 20, 2025
- E. Finance & Budget Committee Meeting, August 28, 2025 at 10:00 a.m.
- F. Office closed September 1, 2025, in observance of Labor Day

13. Adjournment

Pending Agenda Items:

<i>Request</i>	<i>Requester</i>	<i>Date of Request</i>	<i>Status</i>
Agency Law Workshop	Walton	5/5/25	
Heli-Hydrant Dedication to Fallen Firefighter(s)	Walton	6/16/25	

(1) Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Agency's office, during regular business hours. When practical, these public records will also be made available on the Agency's website, accessible at: www.sgpwa.com (2) Any person with a disability who requires accommodation in order to participate in this meeting should telephone the Agency at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

SAN GORGONIO PASS WATER AGENCY
1210 Beaumont Avenue, Beaumont, California 92223

Official Minutes
Board of Directors Regular Meeting
July 21, 2025

THIS MEETING WAS HELD IN PERSON,
WITH PUBLIC AVAILABILITY PROVIDED VIA ZOOM.

1. Call to Order, Pledge of Allegiance, and Invocation

The San Gorgonio Pass Water Agency Board of Directors meeting was called to order by President Valdivia at 6:00 p.m., Monday, July 21, 2025, at the office of the Agency. Director Wargo gave the invocation and President Valdivia led the Pledge of Allegiance.

2. Roll Call

President Valdivia requested a roll call.

Board Present:

Mickey Valdivia, President
Robert Ybarra, Treasurer
Kevin Walton, Secretary
Blair M Ball, Director
Sarah Wargo, Director
Larry Smith, Director

Board Absent:

Chander Letulle, Vice-President

Staff Present:

Lance Eckhart, General Manager
Thomas Todd, Jr., Chief Financial Officer
Maricela Cabral, Exec. Asst. /Clerk of the Board
Emmett Campbell, Sr. Water Resources Planner
Matt Howard, Operations Manager

Consultant Present:

Holland Stewart, Legal Counsel

A quorum was present.

3. Adoption and Adjustment of Agenda

The agenda was adopted as published.

4. Public Comment

No public comment received.

5. Consent Calendar

- A. Approve Minutes of the July 7, 2025, Regular Meeting of the San Gorgonio Pass Water Agency Board of Directors

On a motion by Treasurer Ybarra, seconded by Secretary Walton, the board approved the Consent Calendar as presented.

Approved by the following vote:

Ayes: Smith, Walton, Wargo, Ybarra, Ball, Valdivia

Noes: None

Absent: Letulle

Motion passed 6-0.

6. Reports

A. General Manager's Report

General Manager, Lance Eckhart reported on the following:

1. Santa Ana Watershed Cloud Seeding Pilot Program was officially concluded by SAWPA due to lack of definitive results linking seeding to increased precipitation.
2. Local news story (KESQ) aired highlighting the Agency's heli-hydrant initiative. Director Smith represented the Agency during the broadcast, receiving positive regional coverage for the fire-fighting infrastructure.

B. Legal Counsel's Report

Counsel Stewart had no report.

7. Informational Presentations and Updates:

A. Water Conditions Report

Operations Manager, Matt Howard reviewed current water conditions, reporting year-to-date precipitation in the Northern Sierra is 105% of average, with over 10,100 acre-feet delivered under a 50% State Water Project allocation. Citrus Reservoir operations are limited due to maintenance, and recharge capacity is temporarily reduced.

Mr. Howard also addressed the failure of rhomboid bird deterrents at Citrus Reservoir, which caused pump blockages. All rhomboids are being removed and discarded, with long-term mitigation solutions under review. Mr. Howard emphasized the need for infrastructure like Sites Reservoir and Delta Conveyance to reduce water lost to the ocean during peak flows.

B. USGS Monitoring Well Drilling Update

Operations Manager, Matt Howard provided an update on the Agency's partnership with the United States Geological Survey (USGS) to install four groundwater monitoring wells within the San Gorgonio Pass Subbasin. The project is fully grant-funded through the Department of Water Resources (DWR), with a total award exceeding \$2 million under the Sustainable Groundwater Management Act (SGMA) Implementation Program.

Mr. Howard reported that wells P1 and P4 have been completed. P4, located on City of Banning property, was successfully drilled in early July, with two

nested casings installed to a depth of 500 feet. Transducers will be placed in the wells to collect continuous water level data. The City of Banning was publicly thanked for its cooperation in providing access and allowing for on-site disposal of drilling fluids resulting in significant cost savings. Well P3 is scheduled to begin drilling on August 4, and staff is coordinating the final site selection for P2. Once P3 is underway, the Agency plans to invite the Board and GSA representatives to observe field operations. The data collected from all four wells will enhance groundwater model calibration and support long-term basin management and SGMA compliance.

8. New Business – Discussion and Possible Action:

A. Approve a Memorandum of Understanding (MOU) with Inland Empire Resource Conservation District (IERCD) and Authorize the General Manager to Contract with the Inland Empire Resource Conservation District for Professional Services for FY 2025-26 through FY 2027-28

General Manager Eckhart presented a proposed MOU for a three-year agreement (FY 2025-28) with two optional one year extensions, with annual payments of \$65,000, \$68,250 and \$71,662, respectively. Director Wargo, Conservation & Education Committee Chair and Treasurer Ybarra expressed strong support for IERCD's educational and outreach efforts.

On a motion by Director Wargo, seconded by Treasurer Ybarra, the board approved the Memorandum of Understanding with Inland Empire Resource Conservation District and authorized the General Manager to Contract with the Inland Empire Resource Conservation District for Professional Services for FY2025-26 through FY2027-28, with two optional one year extensions.

Approved by the following roll call vote:

Ayes: Smith, Walton, Wargo, Ybarra, Ball, Valdivia

Noes: None

Absent: Letulle

Motion passed 6-0.

B. Consideration and Approval of Funding Agreement with Riverside County Flood Control and Water Conservation District for Heli-Hydrant Wildfire Suppression System – Project No. 5-0-10027

Prior to discussion of the item, President Valdivia and Director Smith announced their recusals due to a potential conflict of interest. President Valdivia passed the gavel to Treasurer Ybarra, and both he and Director Smith exited the room.

General Manager Eckhart presented the funding agreement with Riverside County Flood Control and Water Conservation District to support the installation of a seventh Heli-Hydrant in the Banning Heights area, with \$300,000 in pass-through funds from the County.

On a motion by Secretary Walton, seconded by Director Wargo, the board approved the Funding Agreement with Riverside County Flood Control and

Water Conservation District for Heli-Hydrant Wildfire Suppression System – Project No. 5-0-10027.

Approved by the following roll call vote:

Ayes: Walton, Wargo, Ybarra, Ball

Noes: None

Absent: Letulle

Motion passed 4-0.

Following the conclusion of the item, President Valdivia and Director Smith reentered the room and resumed participation in the meeting.

C. Increase Medical Reimbursement Maximum Amount for Board Members

General Manager Eckhart introduced the item by providing historical context on the medical reimbursement policy for Board members, currently set at \$2,000 annually. Staff noted that inflation over two decades has significantly eroded the value of the benefit. Several financial models were presented, illustrating inflation-adjusted equivalents ranging from \$3,600 to \$6,600 annually, depending on whether consumer inflation, medical inflation, or CalPERS premium changes were applied. The proposal recommended increasing the reimbursement cap to \$5,000 per year, with an annual cost-of-living adjustment (COLA) to preserve its intended value over time.

Director Ball, Chair of the Handbook Committee, acknowledged the work of the committee and staff, but voiced principled opposition to the proposed increase. He expressed concern about ethics, emphasizing the importance of public trust, transparency, and fiscal responsibility with a suggestion that the benefit be eliminated altogether.

The Board discussed and acknowledged Ball's concerns but supported the increase, noting it helps offset the personal cost of public service and allows broader participation, especially for those from economically disadvantaged backgrounds. President Valdivia emphasized the recommendation was the product of extensive committee deliberation and reflected a compromise, avoiding full medical benefits while modernizing the existing policy.

On a motion by Secretary Walton, seconded by Treasurer Ybarra, the board approved increasing the medical reimbursement benefit from \$2,000 to \$5,000 per year for board directors including an annual cost-of-living escalator.

Approved by the following roll call vote:

Ayes: Smith, Walton, Wargo, Ybarra, Valdivia

Noes: Ball

Absent: Letulle

Motion passed 5-1.

B. Approve Increase in Medical Reimbursement Maximum Amount for Staff Consistent with Amount Approved for Board Members

General Manager Eckhart introduced the item proposing aligning the medical reimbursement benefit for SGPWA employees with the new board approved amount of \$5,000 per year, including an annual cost-of-living escalator.

On a motion by Secretary Walton, seconded by Treasurer Ybarra, the board approved aligning the medical reimbursement benefit for SGPWA employees with the new board approved amount of \$5,000 per year, including an annual cost-of-living escalator.

Approved by the following roll call vote:

Ayes: Smith, Walton, Wargo, Ybarra, Valdivia

Noes: Ball

Absent: Letulle

Motion passed 5-1.

9. Reports - Directors and Committee Report

The following meetings were reported on:

- July 1, 2025, San Bernardino Valley Municipal Water District Board Meeting (Wargo)
- July 9, 2025, Beaumont-Cherry Valley Water District Board Meeting (Wargo, Ball)
- July 14, 2025, Banning Heights Mutual Water District Board Meeting (Wargo)
- July 15, 2025, Cabazon Water District Board Meeting (Wargo)
- July 15, 2025, Beaumont City Council Meeting (Valdivia)
- July 16, 2025, High Valleys Water District Board Meeting (Wargo)
- July 17, 2025, Boys and Girls Club of the San Gorgonio Pass Art Show (Wargo)

Secretary Walton reported that a dust issue at the Cabazon heli-hydrant sites was resolved through coordination with Cal Fire, the contractor, and local partners. A solution was reached, and future projects will include dust control measures.

Director Wargo announced the Boys & Girls Club of the San Gorgonio Pass will be hosting a Horses & Hattitudes event on July 25, 2025.

Director Ball reported Art Vela is the new Interim City Manager for the City of Banning.

Director Smith and Treasurer Ybarra had no report.

President Valdivia commented on the Beaumont City Council Meeting and requested a follow-up on the status of the recycled water partnership with the City.

Given the floor by President Valdivia, Dan Jagers, General Manager of Beaumont-Cherry Valley Water District invited the Board to attend the July 24, 2025, BCVWD Engineering Workshop where the topic of discussion will be status of water reuse plans and recycled water partnership with the City of Beaumont.

10. Board Requests for Future Agendas

No topics were discussed.

11. Closed Session Agenda

- A. CONFERENCE WITH LEGAL COUNSEL-SIGNIFICANT EXPOSURE TO LITIGATION
Gov. Code § 54956.9(d)(2)
Potential Case: (1)

12. Reconvene

- A. Report out of Closed Session
President Valdivia reconvened the meeting back into Open session. Counsel Stewart announced there was no reportable action on item 12.A.

13. Announcements

President Valdivia reviewed the following announcements:

- A. Finance & Budget Committee Meeting, July 24, 2025 at 10:00 a.m.
B. Regular Board Meeting, August 4, 2025 at 1:30 p.m. at 6:00 p.m.
C. Southern California Water Conference, August 8, 2025 at 7:00 a.m.
D. Water Conservation & Education Committee Meeting, August 12, 2025 at 1:30 p.m.

14. Adjournment

There being no further business to discuss, President Valdivia adjourned the meeting at 9:18 p.m. The next regularly scheduled meeting is Monday, August 4, 2025, at 1:30 p.m.

Maricela V. Cabral, CMC, CPMC
Deputy Secretary of the Board

San Gorgonio Pass Water Agency

DATE: August 4, 2025
TO: Board of Directors
FROM: Lance Eckhart, General Manager
BY: Tom Todd, Jr., Chief Financial Officer
SUBJECT: Report from the Finance and Budget Committee

RECOMMENDATION

The Board ratify the actions of the Finance and Budget Committee as listed below.

PREVIOUS CONSIDERATION

The Finance and Budget Committee of the San Gorgonio Pass Water Agency met on July 24, 2025. During that meeting, the Committee took the following actions:

Accepted the following items:

Item 5A: Payments as listed in the Check History reports for Accounts Payable and Payroll for the month of June 2025.

Item 5B: The Bank Reconciliation for June 2025.

Item 5C: The Budget Report for June 2025.

Item 5E: The Cash Reconciliation Report for 2nd Quarter 2025.

Approved the following items:

Item 4A: Minutes of the June 19, 2025 meeting of the Committee.

Item 5D: Payment of the Legal Invoice for June 2025.

Item 5F: The Reserve Allocation Report for 2nd Quarter 2025.

BACKGROUND

The Finance & Budget Committee reviewed the necessary financial material during this meeting and took the actions listed above.

ACTION

The Board ratify the actions of the Finance and Budget Committee as listed above.

ATTACHMENTS

- Minutes
- Check History Report
- Bank Reconciliation

Water Delivery Report
Budget Report
Pending Legal Invoice Report
Cash Reconciliation Report
Reserve Allocation Report
Gap Funding Report

F. Review Appropriations Limit Report for FY 2025-26

The Committee reviewed the report outlining the calculations of the Appropriations Limit for FY 2025-26. After review and discussion, Mr. Walton moved, seconded by Mr. Letulle, to recommend presentation to and approval by the Board. Approved unanimously by voice vote.

G. Consider Cost of Living Adjustment for FY 2025-26

The Committee reviewed the data from the Bureau of Labor Statistics and the calculations supporting a 2.5% cost of living increase for FY 2025-26. After review and discussion, Mr. Walton moved, seconded by Mr. Letulle, to recommend presentation to the Board for consideration and approval. Approved unanimously by voice vote.

H. Review of Draft Debt Service Fund Budget for FY 2025-26

After review and discussion, Mr. Letulle moved, seconded by Mr. Walton, to forward the draft Debt Service Fund Budget for FY 2025-26 to the Board for review, discussion and possible approval. Approved unanimously by voice vote.

6. Committee Member Comments

The Committee suggests updating the Agency's Capital Improvement Plan to establish a 5-year plan. Mr. Letulle also mentioned the firm of Project Partners for additional staff assistance.

7. Announcements

Mr. Walton reviewed the announcements:

- A. Regular Board Meeting, July 7, 2025, 1:30 p.m.
- B. Regular Board Meeting, July 21, 2025, 6:00 p.m.
- D. Finance & Budget Committee Meeting, July 24, 2025, 10:00 a.m.

8. Adjournment

The Finance and Budget Committee of the San Gorgonio Pass Water Agency was adjourned by Mr. Walton at 4:47 p.m.

Draft - Subject to Committee Approval

Kevin Watlton, Committee Member

San Gorgonio Pass Water Agency
Check History Report
June 1 through June 30, 2025

ACCOUNTS PAYABLE

Date	Number	Name	Amount
6/3/25	121793	ATAC EXTERMINATORS INC	89.00
6/3/25	121794	BEST BEST & KRIEGER	24,389.21
6/3/25	121795	CONTROL TEMP, INC.	79.00
6/3/25	121796	CRIDER PUBLIC RELATIONS	2,040.00
6/3/25	121797	CALIFORNIA RURAL WATER ASSN	7,837.75
6/3/25	121798	GALLAGHER BENEFIT SERVICES	8,400.00
6/3/25	121799	IN-SITU, INC.	16,771.32
6/3/25	121800	PUBLIC AGENCY RETIREMENT SERVICES	1,666.00
6/3/25	121801	PURCOR PEST SOLUTIONS	66.80
6/3/25	121802	SOUTHERN CALIFORNIA EDISON	191.32
6/3/25	121803	STANDARD INSURANCE COMPANY	821.04
6/3/25	121804	UNLIMITED SERVICES	407.00
6/3/25	121805	UNDERGROUND SERVICE ALERT	13.70
6/3/25	121806	VALLEY OFFICE EQUIPMENT, INC.	263.17
6/3/25	121807	VERIZON BUSINESS	80.04
6/3/25	121808	WASTE MGT CORPORATE SERVICES	133.30
6/3/25	121809	ZANJERO WATER CONSULTING	1,627.50
6/3/25	121810	PUBLIC AGENCY RETIREMENT SERVICES	1,666.00
6/10/25	121811	ALBERT WEBB ASSOCIATES	48,992.00
6/10/25	121812	CONTROL TEMP, INC.	2,000.00
6/10/25	121813	LENITY TECHNOLOGY	2,112.00
6/10/25	121814	RODRIGUEZ DISKING	840.00
6/10/25	121815	U. S. GEOLOGICAL SURVEY	65,298.00
6/10/25	121816	WEAVER GRADING	19,320.00
6/10/25	121817	ZANJERO WATER CONSULTING	2,942.50
6/17/25	121818	CALIFORNIA RURAL WATER ASSN	11,340.61
6/17/25	121819	CV STRATEGIES	59,150.37
6/17/25	121820	FRONTIER COMMUNICATIONS	378.41
6/17/25	121821	MACRO COMMUNICATIONS	800.00
6/17/25	121822	MATTHEW PISTILLI LANDSCAPE SERVICES	905.00
6/17/25	121823	PUBLIC AGENCY RETIREMENT SERVICES	1,666.00
6/17/25	121824	PARS ADMINISTRATION	400.00
6/17/25	121825	PASS WATER AGENCY FOUNDATION	22,254.00
6/17/25	121826	SOUTHERN CALIFORNIA GAS	19.46
6/24/25	121827	AUTOMATION PRIDE	105.00
6/24/25	121828	BASIC BACKFLOW	200.00
6/24/25	121829	KVAC ENVIRONMENTAL	10,232.75
6/24/25	121830	PROVOST & PRITCHARD	3,159.18
6/24/25	121831	SOUTHERN CALIFORNIA EDISON	4,011.21
6/24/25	121832	UNIVAR SOLUTIONS	5,955.14
6/24/25	121833	VALLEY OFFICE EQUIPMENT, INC.	357.41
6/24/25	121834	WELLS FARGO ELITE CREDIT CARD	20,704.28
6/25/25	121835	ATAC EXTERMINATORS INC	89.00
6/25/25	121836	BEAUMONT-CHERRY VALLEY WATER DISTRICT	506.50
6/25/25	121837	PUBLIC AGENCY RETIREMENT SERVICES	1,762.00
6/25/25	121838	SOUTHERN CALIFORNIA EDISON	231.00
6/25/25	121839	VERIZON BUSINESS	80.04

San Gorgonio Pass Water Agency
Check History Report
June 1 through June 30, 2025

ACCOUNTS PAYABLE (CON'T)

Date	Number	Name	Amount
6/2/25	901102	EMPLOYMENT DEVELOPMENT DEPARTMENT	2,379.22
6/2/25	901103	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	14,249.41
6/2/25	901104	CALPERS RETIREMENT	10,633.37
6/2/25	901105	CAL PERS RETIREMENT - SIP-457	5,189.00
6/2/25	901106	PAYCHEX	375.65
6/2/25	901107	MARICELA V. CABRAL - REIMBURSEMENT	3,287.20
6/2/25	901108	LANCE E. ECKHART - REIMBURSEMENT	44.22
6/2/25	901109	LAWRENCE R. SMITH - REIMBURSEMENT	567.14
6/16/25	901110	EMPLOYMENT DEVELOPMENT DEPARTMENT	2,407.75
6/16/25	901111	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	14,371.14
6/16/25	901112	CALPERS RETIREMENT	10,633.37
6/16/25	901113	CAL PERS RETIREMENT - SIP-457	5,189.00
6/16/25	901114	PAYCHEX	223.00
6/16/25	901115	MARICELA V. CABRAL - REIMBURSEMENT	1,133.82
6/16/25	901116	EMMETT G. CAMPBELL - REIMBURSEMENT	2,207.87
6/16/25	901117	LANCE E. ECKHART - REIMBURSEMENT	500.00
6/16/25	901118	MATTHEW E. HOWARD - REIMBURSEMENT	816.00
6/16/25	901119	THOMAS W. TODD, JR. - REIMBURSEMENT	2,571.74
6/16/25	901120	MICHAEL R. VALDIVIA - REIMBURSEMENT	987.40
6/16/25	901121	KEVIN D. WALTON - REIMBURSEMENT	40.41
6/16/25	901122	SARAH C. WARGO - REIMBURSEMENT	908.27
6/23/25	901123	EMPLOYMENT DEVELOPMENT DEPARTMENT	1,325.15
6/23/25	901124	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	8,349.71
6/23/25	901125	CALPERS RETIREMENT	507.17
6/23/25	901126	PAYCHEX	170.75
6/28/25	901127	EMPLOYMENT DEVELOPMENT DEPARTMENT	2,838.81
6/28/25	901128	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	16,971.67
6/28/25	901129	CALPERS RETIREMENT	10,763.74
6/28/25	901130	CAL PERS RETIREMENT - SIP-457	5,189.00
6/28/25	901131	PAYCHEX	222.10
6/28/25	901132	MARICELA V. CABRAL - REIMBURSEMENT	95.00
6/28/25	901133	LAWRENCE R. SMITH - REIMBURSEMENT	816.00
6/28/25	901134	MICHAEL R. VALDIVIA - REIMBURSEMENT	1,532.60
6/28/25	901135	KEVIN D. WALTON - REIMBURSEMENT	58.00
6/29/25	901136	DEPARTMENT OF WATER RESOURCES	1,013,754.00
TOTAL ACCOUNTS PAYABLE CHECKS			1,493,662.69

San Gorgonio Pass Water Agency
Check History Report
June 1 through June 30, 2025

PAYROLL

Date	Number	Name	Amount
6/1/25	802964	MARICELA V. CABRAL	3,850.54
6/1/25	802965	EMMETT G. CAMPBELL	3,598.13
6/1/25	802966	LANCE E. ECKHART	6,682.23
6/1/25	802967	MATTHEW E. HOWARD	4,668.27
6/1/25	802968	LAWRENCE R. SMITH	2,935.05
6/1/25	802969	SCOTT W. TIRRELL	475.71
6/1/25	802970	THOMAS W. TODD, JR.	4,077.29
6/1/25	802971	MICHAEL R. VALDIVIA	2,413.41
6/15/25	802972	MARICELA V. CABRAL	3,850.54
6/15/25	802973	EMMETT G. CAMPBELL	3,598.13
6/15/25	802974	LANCE E. ECKHART	6,682.22
6/15/25	802975	MATTHEW E. HOWARD	4,668.28
6/15/25	802976	SCOTT W. TIRRELL	457.52
6/15/25	802977	THOMAS W. TODD, JR.	4,077.29
6/15/25	802978	KEVIN D. WALTON	2,805.34
6/15/25	802979	SARAH C. WARGO	2,383.96
6/22/25	802980	MARICELA V. CABRAL	1,454.76
6/22/25	802981	EMMETT G. CAMPBELL	1,684.64
6/22/25	802982	LANCE E. ECKHART	7,189.10
6/22/25	802983	MATTHEW E. HOWARD	1,654.64
6/22/25	802984	THOMAS W. TODD, JR.	4,877.81
6/27/25	802985	BLAIR M. BALL	3,332.72
6/27/25	802986	MARICELA V. CABRAL	4,009.20
6/27/25	802987	EMMETT G. CAMPBELL	3,756.82
6/27/25	802988	LANCE E. ECKHART	6,913.37
6/27/25	802989	MATTHEW E. HOWARD	4,668.27
6/27/25	802990	LAWRENCE R. SMITH	2,935.05
6/27/25	802991	SCOTT W. TIRRELL	483.01
6/27/25	802992	THOMAS W. TODD, JR.	4,077.29
6/27/25	802993	MICHAEL R. VALDIVIA	2,935.06
6/27/25	802994	KEVIN D. WALTON	2,805.34
6/27/25	802995	SARAH C. WARGO	2,877.58
6/27/25	802996	ROBERT G. YBARRA	2,935.06
		TOTAL PAYROLL	<u>115,813.63</u>
		TOTAL DISBURSEMENTS FOR JUNE 2025	<u><u>1,609,476.32</u></u>

NOTES

*Reimbursements to Staff and Directors may include medical, wellness, travel or office expenditures.
 Check and expenditure series numbers:

- | | |
|--------|--------------------------------------|
| 121xxx | Accounts payable checks |
| 802xxx | Payroll direct deposits to employees |
| 900xxx | Electronic Funds Transfers |

SAN GORGONIO PASS WATER AGENCY
New Vendors List
July 2025

Vendor - Name and Address	Expenditure Type
PURCOR Pest Solutions Old Address: P.O. Box 35019, Seattle, WA 98124 New Address: P.O. Box 600607, Jacksonville, FL 32260	Building Maintenance
GF Advocacy, LLC 6073 Riding Path Dr., Roseville, CA 95747	Advocacy

**SAN GORGONIO PASS WATER AGENCY
BANK RECONCILIATION
June 30, 2025**

BANK STATEMENT BALANCE (CHECKING ACCOUNT) - June 30, 2025 \$ 314,708.06

LESS: OUTSTANDING CHECKS

<u>CHECK NUMBER</u>	<u>AMOUNT</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
121827	105.00	121839	80.04
121829	10,232.75		
121833	357.41		
121835	89.00		
121837	1,762.00		
	<u>12,546.16</u>		<u>80.04</u>

TOTAL OUTSTANDING CHECKS (12,626.20)

ADJUSTED **BANK STATEMENT** BALANCE - June 30, 2025 \$ 302,081.86

BALANCE PER **GENERAL LEDGER** AT END OF PRIOR MONTH \$ 11,693,855.94

CASH RECEIPTS FOR CURRENT MONTH 717,702.24

CASH DISBURSEMENTS FOR CURRENT MONTH

ACCOUNTS PAYABLE	Checks	(352,354.01)	
ACCOUNTS PAYABLE	ACHs	<u>(1,141,308.68)</u>	(1,493,662.69)
PAYROLL	Prior Month: 16th-EOM	(28,700.63)	
PAYROLL	This Month: 1st-15th	(28,523.28)	
PAYROLL	Buy Out & Retroactive Pay	(16,860.95)	
PAYROLL	This Month: 16th-30th	<u>(41,728.77)</u>	(115,813.63)

TRANSFERS

FROM LAIF / CAMP TO CHECKING ACCT -

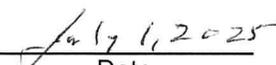
FROM CHECKING ACCT TO CAMP (10,500,000.00)

BALANCE PER **GENERAL LEDGER** - June 30, 2025 \$ 302,081.86

REPORT PREPARED BY:



Scott Tirrell



Date

**SAN GORGONIO PASS WATER AGENCY
DEPOSIT RECAP
FOR THE MONTH OF JUNE 2025**

DATE	RECEIVED FROM	DESCRIPTION	AMOUNT
DEPOSIT TO CHECKING ACCOUNT			
6/5/25	STATE OF CALIF/DWR	TEHACHAPI 2ND AFTERBAY D.S. CREDIT	35,417.00
6/5/25	RIVERSIDE COUNTY	PROPERTY TAXES RPTTF JUN25 DIST	629,672.00
6/10/25	MISSION SPRINGS W.D.	GSA ANNUAL REPORT 2021	10,604.57
6/20/25	RIVERSIDE COUNTY	PROPERTY TAXES - HOMEOWNERS EXP.	33,493.26
6/20/25	RIVERSIDE COUNTY	RDV ASSET DISTRIBUTION JUN25	222.24
6/23/25	PASS WATER FOUNDATION	REPAYMENT MOLAA SPONSORSHIP	5,000.00
6/23/25	PASS WATER FOUNDATION	REPAYMENT MOLAA EXPENSES	1,410.17
6/25/25	STATE OF CALIF/DWR	OFF AQUEDUCT REFUND 2023 - 2024	1,883.00
TOTAL FOR JUNE 2025			717,702.24

SAN GORGONIO PASS WATER AGENCY

Local Water Purchases and Deliveries
Calendar Year 2025
DRAFT - Subject to Change
 July 17, 2025

ORDERS (AF)					
City of Banning		BCVWD		YVWD	
Replenish	Pre-Stored	Replenish	Pre-Stored	Direct	Pre-Stored*
1,500	250	11,200	5,000	200	0

Delivery Point						Pre-Stored Water					
Month	Brookside East	LSGC	Noble Connect.	SBVMWD	Total	SGPWA Transfers-In	SGPWA Transfers-Out	SGPWA Balance	Banning Transfers-In	BCVWD Transfers-In	YVWD Transfers-In
Bal. Prior Year						Bal. Prior Year		1,595			
Jan	10		43		53	10		1,605			
Feb	397		637		1,034	397		2,002			
Mar	724		1,582	13	2,319	724		2,726			
Apr	572		1,401		1,973	572		3,298			
May	126		1,389		1,515	126		3,424			
Jun	1,056		996		2,052	1,056	3,250	1,230	750	2,500	
Jul					0						
Aug					0						
Sep					0						
Oct					0						
Nov					0						
Dec					0						
TOTALS	2,885	0	6,048	13	8,946	2,885	3,250		750	2,500	0

Billing Detail										
Month	City of Banning			BCVWD			YVWD			Totals
	Deliveries	Transfers-in	Total	Deliveries	Transfers-in	Total	Deliveries	Transfers-in	Total	
Jan			0	43		43			0	43
Feb			0	637		637			0	637
Mar			0	1,582		1,582	13		13	1,595
Apr			0	1,401		1,401			0	1,401
May			0	1,389		1,389			0	1,389
Jun		750	750	996	2,500	3,496			0	4,246
Jul			0			0			0	0
Aug			0			0			0	0
Sep			0			0			0	0
Oct			0			0			0	0
Nov			0			0			0	0
Dec			0			0			0	0
TOTALS	0	750	750	6,048	2,500	8,548	13	0	13	9,311

*Pre-stored water for YVWD will be delivered thru the Brookside East facility.

San Geronio Pass Water Agency
Budget Highlights

June 2025

BASED ON UNAUDITED AMOUNTS

Overall Summary

All funds added to reserves at the end of the fiscal year.

General Fund (Green Bucket)

Income

Revenue overall was less than projected. The main line item that was over-estimated was Grant Revenue. Staff has little experience with grants and did not take into consideration how long it takes to receive grant reimbursement funds. On the other hand, the major income streams, Water Sales, Tax Revenue, and Interest all exceeded projections by a combined amount of almost \$3 million.

Expenses

Two categories exceed projections, Salaries and Employee Benefits, and Legal Services.

In the Salaries and Employee Benefits category, these items were under budget:

- Salaries
- Payroll Service
- Health Insurance
- ACWA Benefits
- Workers Compensation Insurance
- Staff Medical Reimbursement

These items exceed their budgeted amounts:

- Payroll Taxes
- Retirement
- Other Post-Employment Benefits
- Disability Insurance

The total overage was about 1.5%, or roughly \$20,000.

Legal Services exceed the budgeted amount by about \$47,000.

All other categories were under budget.

The net budget surplus was about \$9 million.

Consigned – SWP Support Fund (Orange Bucket)

Tax revenue and interest exceeded expectations. Because tax revenue was greater, the tax charges were also greater.

The net budget surplus was about \$2 million.

Debt Service Fund (Red Bucket)

All revenue line items exceed projections. Revenue overall was about 12% higher than projected.

On the expense side, Water Purchases, Benefits, and Water Transfers were higher than projected. All other line items were less than projected, which resulted in a net budget surplus of about \$8 million.

Gap Funding Program

The Agency received the first ARPA payment from Riverside County toward the construction of the Heli-Hydrants, for Cabazon Water District.

The estimated final outstanding balance for the Gap Funding Program at year-end is about \$8 million.

**SAN GORGONIO PASS WATER AGENCY
APPROVED BUDGET FOR FY 2024-25
FOR THE TWELVE MONTHS ENDING ON JUNE 30, 2025**

UNAUDITED

		FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025				
		1	2	3	4	5
		ADOPTED BUDGET	REVISIONS TO BUDGET	TOTAL REVISED BUDGET	ACTUAL YTD	Over/Under Budget
GENERAL FUND						
GENERAL FUND - INCOME					Remaining %	0%
1	WATER SALES	7,100,000		7,100,000	8,908,060.83	25.5%
2	OTHER WATER SALES	0		0	0.00	NA
3	TAX REVENUE	12,400,000		12,400,000	13,067,219.89	5.4%
4	INTEREST	270,000		270,000	762,085.78	182.3%
5	GOV'T CONTRIBUTIONS	42,000		42,000	0.00	-100.0%
6	GRANT REVENUE	6,000,000		6,000,000	120,000.00	-98.0%
7	OTHER MISCELLANEOUS INCOME	35,000		35,000	44,282.16	26.5%
8	TOTAL GENERAL FUND INCOME	25,847,000	0	25,847,000	22,901,648.66	-11.4%
GENERAL FUND - EXPENSES						
COMMODITY PURCHASE						
12	PURCHASED WATER FOR DELIVERY	8,500,000		8,500,000	4,094,331.61	51.8%
13	PURCHASED WATER FOR BANKING (FUTURE SALE)	1,000,000		1,000,000	0.00	100.0%
14	TOTAL COMMODITY PURCHASE	9,500,000	0	9,500,000	4,094,331.61	56.9%
SALARIES AND EMPLOYEE BENEFITS						
17	SALARIES	640,000	25,000	665,000	642,707.30	3.4%
18	PAYROLL TAXES	52,000	3,000	55,000	59,865.44	-8.8%
19	PAYROLL SERVICE	6,000	6,000	12,000	9,474.55	21.0%
20	RETIREMENT	250,000	100,000	350,000	366,564.84	-4.7%
21	OTHER POST-EMPLOYMENT BENEFITS (OPEB)	145,000	50,000	195,000	230,942.01	-18.4%
22	HEALTH INSURANCE	54,000	3,000	57,000	46,720.45	18.0%
23	ACWA BENEFITS	9,000	1,000	10,000	7,578.66	24.2%
24	DISABILITY INSURANCE	6,000		6,000	6,009.76	-0.2%
25	WORKERS COMPENSATION INSURANCE	6,000		6,000	4,685.48	21.9%
26	SGPWA STAFF MEDICAL REIMBURSEMENT	11,000		11,000	8,607.36	21.8%
27	EMPLOYEE EDUCATION	4,000		4,000	8,324.42	-108.1%
28	TOTAL SALARIES AND EMPLOYEE BENEFITS	1,183,000	188,000	1,371,000	1,391,480.27	-1.5%

**SAN GORGONIO PASS WATER AGENCY
APPROVED BUDGET FOR FY 2024-25
FOR THE TWELVE MONTHS ENDING ON JUNE 30, 2025**

UNAUDITED

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025				
1	2	3	4	5
ADOPTED BUDGET	REVISIONS TO BUDGET	TOTAL REVISED BUDGET	ACTUAL YTD	Over/Under Budget

GENERAL FUND - EXPENSES

					Remaining %	0%
ADMINISTRATIVE AND PROFESSIONAL SERVICES						
DIRECTOR EXPENDITURES						
33	DIRECTORS FEES	275,000		275,000	238,434.47	13.3%
34	DIRECTORS TRAVEL AND EDUCATION	80,000		80,000	66,399.75	17.0%
35	DIRECTORS MEDICAL REIMBURSEMENT	43,000		43,000	11,233.19	73.9%
OFFICE EXPENDITURES						
37	OFFICE EXPENSE	40,000		40,000	27,294.24	31.8%
38	POSTAGE	1,000		1,000	867.93	13.2%
39	TELEPHONE	8,000		8,000	13,542.41	-69.3%
40	UTILITIES	17,000		17,000	8,220.13	51.6%
SERVICE EXPENDITURES						
42	COMPUTER, WEBSITE AND PHONE SUPPORT	54,000		54,000	67,899.33	-25.7%
43	GENERAL MANAGER AND STAFF TRAVEL	25,000	10,000	35,000	48,551.41	-38.7%
44	SUCCESSION PLANNING	65,000		65,000	37,400.00	42.5%
45	INSURANCE AND BONDS	55,000		55,000	57,805.89	-5.1%
46	ACCOUNTING AND AUDITING	22,000		22,000	20,000.00	9.1%
47	DUES AND ASSESSMENTS	45,000		45,000	61,327.32	-36.3%
48	OTHER PROFESSIONAL SERVICES	35,000		35,000	15,375.00	56.1%
49	BANK CHARGES	1,000		1,000	0.00	100.0%
50	MISCELLANEOUS EXPENSES	1,000		1,000	0.00	100.0%
MAINTENANCE AND EQUIPMENT EXPENDITURES						
52	TOOLS PURCHASE AND MAINTENANCE	2,000		2,000	689.95	65.5%
53	MAINTENANCE AND REPAIRS - VEHICLE	10,000	15,000	25,000	15,343.94	38.6%
54	MAINTENANCE AND REPAIRS - BUILDING	40,000		40,000	38,676.00	3.3%
55	MAINTENANCE AND REPAIRS - FIELD	50,000		50,000	65,960.45	-31.9%
COUNTY EXPENDITURES						
57	LAFCO COST SHARE	10,000		10,000	7,800.78	22.0%
58	ELECTION EXPENSE	150,000		150,000	45,821.40	69.5%
59	TAX COLLECTION CHARGES	60,000		60,000	50,586.31	15.7%
60	TOTAL ADMINISTRATIVE AND PROFESSIONAL SERVICES	1,089,000	25,000	1,114,000	899,229.90	19.3%

**SAN GORGONIO PASS WATER AGENCY
APPROVED BUDGET FOR FY 2024-25
FOR THE TWELVE MONTHS ENDING ON JUNE 30, 2025**

UNAUDITED

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025				
1	2	3	4	5
ADOPTED BUDGET	REVISIONS TO BUDGET	TOTAL REVISED BUDGET	ACTUAL YTD	Over/Under Budget

GENERAL FUND - EXPENSES

					Remaining %	0%
CONSULTING AND ENGINEERING SERVICES						
PLANS & CONSTRUCTION						
65	INFRASTRUCTURE PLAN - Phase 2	25,000		25,000	4,809.60	80.8%
66	BACKBONE INFRASTRUCTURE STUDY AND DESIGN	150,000		150,000	0.00	100.0%
67	BUNKER HILL BANKING AND RECOVERY PROGRAM	75,000		75,000	0.00	100.0%
68	COUNTY LINE RECHARGE	1,250,000		1,250,000	185,360.65	85.2%
69	SMALL SYSTEM ASSISTANCE PROGRAM	210,000		210,000	117,139.25	44.2%
70	SIGNAGE AND FRONTAGE BROOKSIDE EAST	75,000		75,000	0.00	100.0%
71	MONITORING WELL DRILLING	2,300,000		2,300,000	590,585.64	74.3%
72	HELI-HYDRANT	1,800,000		1,800,000	2,556.50	99.9%
OTHER PROJECTS						
74	WATER BANKING INVESTIGATIONS	25,000		25,000	0.00	100.0%
75	SAN GORGONIO GSA	50,000		50,000	31,650.38	36.7%
76	YUCAIPA GSA VERBENIA GSA	10,000		10,000	24,568.79	-145.7%
77	FLUME MONITORING AND SUPPORT	30,000		30,000	0.00	100.0%
STUDIES AND REPORTS						
79	FINANCIAL MODELING + NEXUS RATE STUDY	90,000		90,000	74,524.02	17.2%
80	USGS STUDIES AND MONITORING	300,000		300,000	116,242.00	61.3%
81	WATER PORTFOLIO	100,000		100,000	54,382.94	45.6%
82	LOCAL SUPPLIES	50,000		50,000	15,920.00	68.2%
83	LOCAL RECHARGE FEASIBILITY STUDIES	750,000		750,000	0.00	100.0%
84	UWMP SUPPORT AND ANNUAL REPORT COMPLETION	25,000		25,000	7,447.50	70.2%
GENERAL ENGINEERING SERVICES						
86	ON-CALL AGENCY ENGINEER	250,000		250,000	177,695.54	28.9%
87	GRANT SUPPORT SERVICES	75,000		75,000	24,000.00	68.0%
88	STATE + FEDERAL ADVOCACY	30,000		30,000	2,500.00	91.7%
89	SAWPA REGIONAL PROJECTS	36,000		36,000	28,484.21	20.9%
90	GENERAL ENGINEERING and ENVIRONMENTAL	75,000		75,000	0.00	100.0%
91	TOTAL CONSULTING AND ENGINEERING SERVICES	7,781,000	0	7,781,000	1,457,867.02	81.3%

**SAN GORGONIO PASS WATER AGENCY
APPROVED BUDGET FOR FY 2024-25
FOR THE TWELVE MONTHS ENDING ON JUNE 30, 2025**

UNAUDITED

		FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025				
		1	2	3	4	5
		ADOPTED BUDGET	REVISIONS TO BUDGET	TOTAL REVISED BUDGET	ACTUAL YTD	Over/Under Budget
GENERAL FUND - EXPENSES						
					Remaining %	0%
	LEGAL SERVICES					
96	LEGAL SERVICES	200,000	60,000	260,000	307,824.44	-18.4%
97	TOTAL LEGAL SERVICES	200,000	60,000	260,000	307,824.44	-18.4%
	CONSERVATION AND EDUCATION					
100	SCHOOL EDUCATION PROGRAMS	60,000		60,000	42,972.00	28.4%
101	PUBLIC INFORMATION AND EDUCATION	260,000		260,000	216,076.61	16.9%
102	SPONSORSHIPS	0		0	9,949.00	NA
103	TRANSFER TO PASS WATER AGENCY FOUNDATION	32,000		32,000	32,254.00	-0.8%
104	65th ANNIVERSARY CELEBRATION	20,000		20,000	15,831.25	20.8%
105	TOTAL CONSERVATION AND EDUCATION	372,000	0	372,000	317,082.86	14.8%
	MAJOR AND CAPITAL EXPENDITURES					
	BUILDING AND EQUIPMENT					
109	BUILDING	50,000		50,000	0.00	100.0%
110	FRONT LANDSCAPING	75,000		75,000	0.00	100.0%
111	FURNITURE AND OFFICE EQUIPMENT	25,000		25,000	0.00	100.0%
112	OTHER EQUIPMENT	20,000		20,000	0.00	100.0%
113	VEHICLES	125,000		125,000	0.00	100.0%
	OTHER ITEMS					
115	SITES RESERVOIR	560,000		560,000	560,000.00	0.0%
116	TOTAL MAJOR AND CAPITAL EXPENDITURES	855,000	0	855,000	560,000.00	34.5%
118	TRANSFERS TO OTHER FUNDS			0		
120	TOTAL GENERAL FUND EXPENSES	20,980,000	273,000	21,253,000	9,027,816.10	57.5%
122	GENERAL FUND NET INCOME YTD	4,867,000	-273,000	4,594,000	13,873,832.56	

**SAN GORGONIO PASS WATER AGENCY
APPROVED BUDGET FOR FY 2024-25
FOR THE TWELVE MONTHS ENDING ON JUNE 30, 2025**

UNAUDITED

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025				
1	2	3	4	5
ADOPTED BUDGET	REVISIONS TO BUDGET	TOTAL REVISED BUDGET	ACTUAL YTD	Over/Under Budget

CONSIGNED - SWP SUPPORT FUND

				Remaining %	0%
CONSIGNED - SWP SUPPORT FUND - INCOME					
INCOME					
130	UNITARY TAX REVENUE ALLOCATED	7,200,000	7,200,000	8,884,661.70	23.4%
131	INTEREST	240,000	240,000	727,778.82	203.2%
132	OTHER INCOME	0	0	0.00	NA
133	TOTAL SWP SUPPORT FUND INCOME	7,440,000	0	7,440,000	29.2%
CONSIGNED - SWP SUPPORT FUND - EXPENSES					
EXPENDITURES					
139	TAX COLLECTION CHARGES	18,000	18,000	22,407.19	-24.5%
140	OTHER EXPENSES	0	0	0.00	NA
141	TOTAL SWP SUPPORT FUND EXPENSES	18,000	0	18,000	-24.5%
143	TRANSFERS TO OTHER FUNDS				
145	CONSIGNED - SWP SUPPORT FUND NET INCOME YTD	7,422,000	0	7,422,000	9,590,033.33

**SAN GORGONIO PASS WATER AGENCY
APPROVED BUDGET FOR FY 2024-25
FOR THE TWELVE MONTHS ENDING ON JUNE 30, 2025**

UNAUDITED

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025				
1	2	3	4	5
ADOPTED BUDGET	REVISIONS TO BUDGET	TOTAL REVISED BUDGET	ACTUAL YTD	Over/Under Budget

DEBT SERVICE FUND

					Remaining %	0%
DEBT SERVICE FUND - INCOME						
INCOME						
153	TAX REVENUE	29,400,000		29,400,000	31,671,653.47	7.7%
154	INTEREST	1,000,000		1,000,000	2,610,623.52	161.1%
155	CONTRIBUTIONS - GOVERNMENT	0		0	0.00	NA
156	DWR CREDITS - BOND COVER, OTHER	3,400,000		3,400,000	3,652,627.20	7.4%
157	TOTAL DEBT SERVICE FUND INCOME	33,800,000	0	33,800,000	37,934,904.19	12.2%
DEBT SERVICE FUND - EXPENSES						
EXPENSES						
160	PURCHASED WATER-SWP	0	1,800,000	1,800,000	2,267,204.00	-26.0%
161	SALARIES	500,000		500,000	487,394.98	2.5%
162	PAYROLL TAXES	35,000		35,000	29,715.25	15.1%
163	BENEFITS	320,000		320,000	370,106.27	-15.7%
164	SWP LEGAL SERVICES	0		0	0.00	NA
165	SWP UTILITIES	10,000		10,000	9,746.77	2.5%
166	STATE WATER CONTRACT AUDIT	7,000		7,000	6,495.00	7.2%
167	STATE WATER CONTRACTOR DUES	55,000		55,000	39,185.00	28.8%
168	DELTA CONVEYANCE FINANCING AUTHORITY	30,000		30,000	0.00	100.0%
169	WATER TREATMENT EXPENSE	100,000		100,000	59,704.51	40.3%
170	EBX CONTRACT OPERATIONS	400,000		400,000	264,202.17	33.9%
171	SWP ENGINEERING AND MAINTENANCE	3,400,000		3,400,000	90,766.94	97.3%
172	WATER TRANSFERS	2,500,000		2,500,000	2,626,205.50	-5.0%
173	STATE WATER CONTRACT PAYMENTS	25,600,000		25,600,000	23,436,162.00	8.5%
174	TAX COLLECTION CHARGES	160,000		160,000	147,788.51	7.6%
175	TOTAL DEBT SERVICE FUND EXPENSES	33,117,000	0	34,917,000	29,834,676.90	14.6%
177	TRANSFERS FROM RESERVES			0.00	0.00	
179	DEBT SERVICE NET INCOME YTD	683,000	0	-1,117,000	8,100,227.29	

**SAN GORGONIO PASS WATER AGENCY
APPROVED BUDGET FOR FY 2024-25
FOR THE TWELVE MONTHS ENDING ON JUNE 30, 2025**

UNAUDITED

		FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025				
		1	2	3	4	5
		ADOPTED BUDGET	REVISIONS TO BUDGET	TOTAL REVISED BUDGET	ACTUAL YTD	Over/Under Budget
GAP FUNDING PROGRAM						
GAP FUNDING PROGRAM - INCOME						
185	CABAZON WATER DISTRICT #1 and #2	96,000		96,000	120,000.00	-25.0%
186	SOUTH MESA WATER COMPANY	2,000,000		2,000,000	0.00	100.0%
187	HIGH VALLEYS WATER DISTRICT	500,000		500,000	0.00	100.0%
188	BANNING HEIGHTS MUTUAL WATER CO.	0		0	0.00	NA
191	TOTAL INCOME	2,596,000	0	2,596,000	120,000.00	95%
GAP FUNDING PROGRAM - EXPENSES						
194	CABAZON WATER DISTRICT #1	0		0	292,664.18	NA
195	SOUTH MESA WATER COMPANY	5,000,000		5,000,000	5,847,530.11	-17.0%
196	HIGH VALLEYS WATER DISTRICT	1,000,000		1,000,000	908,627.50	9.1%
197	BANNING HEIGHTS MUTUAL WATER CO.	0		0	566,528.75	NA
198	CABAZON WATER DISTRICT #2	0		0	600,000.00	NA
200	TOTAL EXPENSE	6,000,000	0	6,000,000	8,215,350.54	-36.9%
202	GAP FUNDING PROGRAM NET BALANCE YTD	-3,404,000	0	-3,404,000	-8,095,350.54	

San Gorgonio Pass Water Agency

List of Some Acronyms and Vendors and Their Functions

Acronym	Name	Function and Information
ACWA	Association of California Water Agencies	Affinity organization that provides conferences, training, lobbying and insurance services for water agencies in California
ACWA JPIA	ACWA Joint Powers Insurance Agency	Designation for payments made for property, liability and workers compensation insurance
ACWABE	ACWA Benefits	Designation for dental, vision and life insurance
ALWEAS	Albert Webb Associates	Provides engineering consulting services
ARPA	American Rescue Plan Act	Grants from the Federal Government, channeled to counties, to fund specific projects.
AVEK	Antelope Valley-East Kern Water Agency	State Water Contractor
BBK	Best Best & Krieger	Provides legal counsel
BCVWD	Beaumont-Cherry Valley Water District	Provides retail water service in Beaumont
BHMWC	Banning Heights Mutual Water Company	Mutual water company within Agency boundaries
CalPERS	California Public Employees Retirement System	Provides retirement and health insurance services for public agencies in California
CAMP	California Asset Management Plan	Financial entity that advises and manages investments for public agencies in California
COBRA	Consolidated Omnibus Budget Reconciliation Act	Designation for continued health coverage
CONTEM	Control Temp, Inc.	Provides building maintenance for heating and air conditioning
CWD	Cabazon Water District	Retail water agency within Agency boundaries
DUCCLE	Ducking Clean	Provides building maintenance for outside cleaning - gutters and solar panels
DWR	Department of Water Resources	Branch of the California government that is responsible for managing the SWP
EBE	East Branch Enlargement	Construction projects along the East Branch of the SWP to increase capacity
EBX	East Branch Extension	Infrastructure from East Branch of SWP to SGPWA service area
EDD	Employee Development Department	State of California department for collection of employment taxes
EFTPS	Electronic Federal Tax Payment System	Federal system for collection of employment taxes
ERSC	Engineering Services of Southern California	Provides engineering consulting services
ESRI	ESRI	Provides mapping services
FSA	Flexible Spending Account	Pre-tax deduction for health and dependent-care expenses
GSA	Groundwater Sustainability Act	or Groundwater Sustainability Agency; required under SGMA to manage groundwater
GSP	Groundwater Sustainability Plan	Plan required under SGMA to manage groundwater assets
HCN	HCN Bank	Local regional bank; formerly the Bank of Hemet
HdL Coren & Cone		Provide tax revenue consulting services.
HOX	Homeowners Exemption	Exemption for homeowners; also a tax revenue income received by the Agency
HVWD	High Valleys Water District	Mutual water company within Agency boundaries

San Gorgonio Pass Water Agency

List of Some Acronyms and Vendors and Their Functions

Acronym	Name	Function and Information
IERCD	Inland Empire Resources Conservation District	Special District that provides conservation education
LAFCO	Local Agency Formation Commission	Branch of Riverside County government; reviews district and agency formation
LAIF	Local Agency Investment Fund	Financial organization sponsored by the state California for public agencies to investment surplus money on a short-term basis
LAMMA	Local Agency Money Market Account	Investment account provided by HCN for local agencies
MAPILA	Matthew Pistilli Landscape Services	Provides landscape and gardening services
OAP	Off-Aqueduct Power	DWR invoice for specific facilities that are not directly part of the SWP aqueduct
OPEB	Other Post-Employment Benefits	
PARS	Public Agency Retirement Services	Provider of defined contribution plans, of which the Agency participates
PPIC	Public Policy Institute of California	Think tank on issues in California
PROPRI	Provost & Pritchard	Provides engineering and other consulting services
RC	Riverside County	
RDV	Redevelopment	
RPTTF	Redevelopment Property Tax Trust Fund	Proceeds of redevelopment properties that are sold and distributed to County entities.
SAWPA	Santa Ana Watershed Project Authority	Coordinates activities to protect the Santa Ana watershed
SBE	State Board of Equalization	AKA Unitary taxes
SBVMWD	San Bernardino Valley Municipal Water District	State Water Contractor in San Bernardino County and a partner with EBX
SCADA	Supervisory Control and Data Acquisition	Electronic monitoring and control system used by DWR and other water purveyors
SCWC	Southern California Water Coalition	
SGMA	Sustainable Groundwater Management Act	A legislative package that requires local agencies to form GSAs and develop GSPs.
SMIF	Surplus Money Investment Fund	State of California depository for government funds that are not currently needed
SMWC	South Mesa Water Company	Retail water agency within Agency boundaries
SRJP	Sites Reservoir Joint Powers Authority	Joint powers authority formed to construct and manage Sites Reservoir
STAINS	Standard Insurance Company	Disability insurance provider
SWC	State Water Contractors	Professional organization representing districts and agencies that have a water supply contract with the state of California
SWP	State Water Project	System of reservoirs, aqueducts, and pump stations that distributes water throughout the state of California; governed by agreements called water supply contracts
TSAB	Tehachapi Second After-Bay	A DWR facility that SGPWA participates in
UNIVAR	Univar Solutions, Inc.	Provides EarthTec solution for water treatment

San Gorgonio Pass Water Agency

List of Some Acronyms and Vendors and Their Functions

Acronym	Name	Function and Information
USGS	U.S. Geological Survey	Federal agency that provides groundwater data and modeling
UWMP	Urban Water Management Plan	
WEF	Water Education Foundation	
WSRB	Water System Revenue Bonds	Bonds sold by the state of California to pay for SWP construction
YTD	Year to Date	
YVWD	Yucaipa Valley Water District	Retail water district with part of its service area within Agency boundaries
		Version 250131

SAN GORGONIO PASS WATER AGENCY

**LEGAL INVOICES
ACCOUNTS PAYABLE INVOICE LISTING**

<u>VENDOR</u>	<u>INVOICE NBR</u>	<u>COMMENT</u>	<u>AMOUNT</u>
BEST, BEST & KRIEGER	250630	LEGAL SERVICES JUNE 2025	14,148.18

TOTAL PENDING INVOICES FOR APPROVAL JUNE 2025

14,148.18

UNAUDITED

SAN GORGONIO PASS WATER AGENCY
CASH RECONCILIATION REPORT
FY 2024-25

FOR THE TWELVE MONTHS ENDING ON JUNE 30, 2025

RESTRICTED - DEBT SERVICE FUND

BEGINNING BALANCE - JULY 1, 2024			
RESERVE FOR STATE WATER PROJECT		<u>78,052,241</u>	
DEBT SERVICE ACTIVITY			
DEBT SERVICE DEPOSITS			
PROPERTY TAX - DEBT SERVICE DEPOSITS		31,671,653	
INTEREST INCOME AND CHANGE IN MARKET VALUES		3,740,279	
DWR REFUNDS		3,653,692	
CHANGE IN RECIEVABLES		824,692	
DEBT SERVICE DISBURSEMENTS		<u>-29,834,677</u>	
ENDING DEBT SERVICE FUND BALANCE - - - - -	June 30, 2025	88,107,880	88,107,880

UNRESTRICTED - GENERAL FUND

BEGINNING BALANCE - JULY 1, 2024		<u>17,640,134</u>	
GENERAL FUND ACTIVITY			
GENERAL FUND DEPOSITS			
WATER SALES		8,908,061	
PROPERTY TAX - GENERAL PURPOSE DEPOSITS		13,067,220	
INTEREST INCOME AND CHANGE IN MARKET VALUES		1,091,852	
OTHER INCOME		164,282	
CHANGE IN RECIEVABLES		2,876,545	
GENERAL FUND DISBURSEMENTS			
CHANGE IN LIABILITIES		-990,237	
CHANGE IN CAPITAL ASSETS		-1,331,649	
OPERATING EXPENDITURES		<u>-7,696,167</u>	
ENDING GENERAL FUND BALANCE - - - - -	June 30, 2025	33,730,040	33,730,040

UNRESTRICTED- CONSIGNED SWP SUPPORT FUND

BEGINNING BALANCE - JULY 1, 2024		<u>18,320,727</u>	
CONSIGNED FUND ACTIVITY			
PROPERTY TAX DEPOSITS		8,884,662	
INTEREST INCOME AND CHANGE IN MARKET VALUES		1,042,699	
CHANGE IN RECIEVABLES		943,422	
CONSIGNED FUND EXPENDITURES		<u>-22,407</u>	
ENDING CONSIGNED SWP FUND BALANCE - - - - -	June 30, 2025	29,169,103	29,169,103

GAP FUNDING PROGRAM

Net Gap Funding Balance as of:	June 30, 2025	-8,427,219	-8,427,219
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TOTAL CASH - - - - -	June 30, 2025		142,579,805
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LOCATION OF CASH - - - - -	June 30, 2025		
PETTY CASH			100
CASH IN WELLS FARGO CHECKING ACCOUNT			302,082
LOCAL AGENCY INVESTMENT FUND			35,890,858
CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP) - LIQUIDITY			19,776,201
CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP) - PFM INVESTMENTS			<u>86,610,564</u>
TOTAL CASH - - - - -	June 30, 2025		142,579,805

SAN GORGONIO PASS WATER AGENCY
CASH RECONCILIATION SUMMARY REPORT
FY 2024-25
BY QUARTER

UNAUDITED

	SEP 30, 24	DEC 31, 24	MAR 31, 25	JUN 30, 25
RESTRICTED - DEBT SERVICE FUND				
BEGINNING BALANCE - JULY 1, 2024				
RESERVE FOR STATE WATER PROJECT	78,052,241	78,052,241	78,052,241	78,052,241
DEBT SERVICE ACTIVITY				
DEBT SERVICE DEPOSITS				
PROPERTY TAX - D. S. DEPOSITS	0	9,577,503	18,597,483	31,671,653
INTEREST INCOME + MARKET CHANGES	540,748	1,422,948	2,913,509	3,740,279
DWR REFUNDS	1,335	1,723,665	1,723,665	3,653,692
CHANGES IN RECIEVABLES	1,733,902	499,531	824,692	824,692
DEBT SERVICE DISBURSEMENTS	-13,680,130	-16,716,473	-24,983,062	-29,834,677
ENDING DEBT SERVICE FUND BALANCE	66,648,096	74,559,415	77,128,527	88,107,880

UNRESTRICTED - GENERAL FUND				
BEGINNING BALANCE - JULY 1, 2024	17,640,134	17,640,134	17,640,134	17,640,134
GENERAL FUND ACTIVITY				
GENERAL FUND DEPOSITS				
WATER SALES	292,467	4,495,053	7,712,589	8,908,061
PROPERTY TAX - GENERAL DEPOSITS	0	1,448,561	6,843,030	13,067,220
INTEREST INCOME + MARKET CHANGES	117,554	286,743	915,301	1,091,852
OTHER INCOME	33,185	42,824	44,560	164,282
CHANGES IN RECIEVABLES	3,762,059	705,741	2,689,049	2,876,545
GENERAL FUND DISBURSEMENTS				
CHANGE IN LIABILITIES	-1,214,337	-1,239,091	-1,125,152	-990,237
CHANGE IN CAPITAL ASSETS	-18,654	-50,412	-1,214,941	-1,331,649
OPERATING EXPENDITURES	-1,558,964	-2,376,232	-6,101,883	-7,696,167
ENDING GENERAL FUND BALANCE	19,053,444	20,953,322	27,402,687	33,730,040

UNRESTRICTED - CONSIGNED SWP SUPPORT FUND				
BEGINNING BALANCE - JULY 1, 2024	18,320,727	18,320,727	18,320,727	18,320,727
CONSIGNED FUND ACTIVITY				
PROPERTY TAX DEPOSITS	0	0	4,411,158	8,884,662
INTEREST INCOME + MARKET CHANGES	125,391	282,495	590,459	1,042,699
CHANGES IN RECIEVABLES			943,422	943,422
CONSIGNED FUND EXPENDITURES	0	0	-11,221	-22,407
ENDING CONSIGNED FUND BALANCE	18,446,118	18,603,222	24,254,546	29,169,103

GAP FUNDING PROGRAM				
Net Gap Funding Balance as of: March 31, 2025			-6,826,723	-8,427,219

TOTAL CASH - END OF QUARTER	104,147,658	114,115,959	121,959,037	142,579,805
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LOCATION OF CASH AND INVESTMENTS				
PETTY CASH	100	100	100	100
CASH IN WELLS FARGO CHECKING ACCOUNT	501,757	761,601	774,053	302,082
LOCAL AGENCY INVESTMENT FUND	10,294,463	20,191,398	26,441,398	35,890,858
CA ASSET MNGMNT PRGRM - LIQUIDITY	28,936,287	29,292,447	19,559,588	19,776,201
CA ASSET MNGMNT PRGRM - PFM INVESTMENTS	64,415,051	63,870,413	75,183,898	86,610,564
TOTAL - END OF QUARTER	104,147,658	114,115,959	121,959,037	142,579,805

**SAN GORGONIO PASS WATER AGENCY
RESERVE ALLOCATION REPORT
FY 2024-25
FOR THE TWELVE MONTHS ENDING JUNE 30, 2025**

	JUN 30, 24	SEP 30, 24	DEC 31, 24	MAR 31, 25	JUN 30, 25
RESTRICTED					
STATE WATER CONTRACT FUND	78,052,241	66,648,096	74,559,415	77,128,527	88,107,880
UNRESTRICTED					
GENERAL FUND					
OPERATIONS	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
NEW INFRASTRUCTURE		10,250,423	11,663,733	13,563,611	13,186,253
Adjustments				-377,358	
Additions		1,413,310	1,899,878		4,726,858
Expenditures					
Ending Balance	10,250,423	11,663,733	13,563,611	13,186,253	17,913,111
ADDITIONAL WATER					
Adjustments					
Additions					
Expenditures					
Ending Balance	4,339,711	4,339,711	4,339,711	4,339,711	4,339,711
RATE STABILIZATION					
Previous Balance	150,000	150,000	150,000	150,000	150,000
Expenditures					
Ending Balance	150,000	150,000	150,000	150,000	150,000
REPLACEMENTS	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
UNEXPECTED LEGAL SERVICES	150,000	150,000	150,000	150,000	150,000
SUB-TOTAL GENERAL FUND	17,640,134	19,053,444	20,953,322	20,575,964	25,302,822
UNRESTRICTED					
CONSIGNED SWP FUND	18,320,727	18,320,727	18,446,118	18,603,220	24,254,546
Net Changes		125,391	157,104	5,651,326	4,914,557
Ending Balance	18,320,727	18,446,118	18,603,222	24,254,546	29,169,103
TOTAL UNRESTRICTED RESERVES	35,960,861	37,499,562	39,556,544	44,830,510	54,471,925
TOTAL RESERVES	114,013,102	104,147,658	114,115,959	121,959,037	142,579,805
CASH LOCATION					
Petty Cash	100	100	100	100	100
Wells Fargo Checking Account	352,531	501,757	761,601	774,053	302,082
LAIF	24,860,286	10,294,463	20,191,398	26,441,398	35,890,858
CAMP - Liquidity	26,559,962	28,936,287	29,292,447	19,559,588	19,776,201
CAMP - PFM - Investments	62,240,222	64,415,051	63,870,413	75,183,898	86,610,564
TOTAL CASH	114,013,102	104,147,658	114,115,959	121,959,037	142,579,805

San Gorgonio Pass Water Agency
 Gap Funding Program
 Summary Report
 Report Date: July 17, 2025

OVERALL Current Balance: 8,427,218.79 (Owed to Agency)

Cabazon Water District #1	(CWD owes us) - Current Balance: 292,664.18
Gap Funding Maximum: 1,300,000	
Approximate Project Cost: 1,700,000.00	Approximate Gap Funding Available: 1,007,335.82
Payments Made to CWD: 1,576,885.54	Payments Received from CWD: 1,284,221.36
12/2/24 292,664.18	3/13/25 95,745.70

Cabazon Water District #2	(CWD owes us) - Current Balance: 480,000.00
Gap Funding Maximum: 500,000	
Approximate Project Cost: 600,000.00	Approximate Gap Funding Available: 20,000.00
Payments Made to CWD: 600,000.00	Payments Received from CWD: 120,000.00
4/29/25 360,000.00	5/28/25 120,000.00
5/28/25 120,000.00	

South Mesa Water Company	(SMWC owes us) - Current Balance: 5,847,530.11
Gap Funding Maximum: 7,000,000	
Approximate Project Cost: 10,300,000.00	Approximate Gap Funding Available: 1,152,469.89
Payments Made to SMWC: 6,325,017.13	Payments Received from SMWC: 477,487.02
1/14/25 2,097,743.37	

High Valleys Water District	(HVWD owes us) - Current Balance: 908,627.50
Gap Funding Maximum: 1,000,000	
Approximate Project Cost: 1,000,000.00	Approximate Gap Funding Available: 91,372.50
Payments Made to HVWD: 908,627.50	Payments Received from HVWD: 0.00
4/28/25 520,695.00	
2/28/25 387,932.50	

Banning Heights Mutual Water Co.	(BHMWC owes us) - Current Balance: 898,397.00
Gap Funding Maximum: 1,500,000	
Approximate Project Cost: 3,756,000.00	Approximate Gap Funding Available: 601,603.00
Payments Made to BHMWC: 898,397.00	Payments Received from BHMWC: 0.00
3/27/25 331,036.75	
7/15/25 331,868.25	

San Geronio Pass Water Agency

DATE: August 4, 2025
TO: Board of Directors
FROM: Lance Eckhart, General Manager
BY: Emmett Campbell, Senior Water Resources Planner
SUBJECT: Adopt Resolution 2025-06 Awarding a Construction Contract to James McMinn, Inc. for the County Line Road Recharge Basin Project and Rejecting Borden Excavating Inc.’s Bid

RECOMMENDATION

Adopt Resolution 2025-06 Awarding a Construction Contract to James McMinn, Inc. for the County Line Road Recharge Basin Project and Rejecting Borden Excavating Inc.’s Bid.

PREVIOUS CONSIDERATIONS

- October 7, 2024 – Board of Directors adopted the Mitigated Negative Declaration for the County Line Road Recharge Basin and Turnout Project.
- October 21, 2024 – Board of Directors approved the American Rescue Plan Act funding agreement with Riverside County for the County Line Road Recharge Basin and Turnout Project.
- January 6, 2025 – Board of Directors approved a professional services agreement with CRM Tech for Archeological and Paleontological services for the County Line Road Recharge Basin and Turnout Project.
- May 5, 2025 – Board of Directors approved a paving agreement with the City of Calimesa to be completed in conjunction with the County Line Road Recharge Basin and Turnout Project.
- May 19, 2025 – Board of Directors approved a construction management services professional services agreement with Land Engineering Consultants, Inc., for the County Line Road Recharge Basin and Turnout Project.
- June 16, 2025 – Board of Directors authorized staff to advertise construction bids for the County Line Road Recharge Basin Project.

BACKGROUND AND ANALYSIS

The County Line Recharge (“CLR”) Basin Project represents a significant infrastructure investment by the San Geronio Pass Water Agency (the “Agency”) aimed at enhancing regional groundwater sustainability and long-term water reliability. As the project

transitions into the construction phase, the Agency has initiated final steps to assemble the project delivery team, including the award of construction management services.

To facilitate the construction phase, the Agency conducted a competitive bidding process utilizing Planet Bids. The CLR Basin Project was publicly advertised on June 23, 2025. Interested parties were permitted to submit questions through July 11, 2025. Over 25 questions were received during this period. Responses to bidder inquiries and an addendum clarifying bid requirements were issued via Planet Bids by July 16, 2025.

Bid opening occurred on July 23, 2025, and six contractors submitted bids. The results were as follows:

- Borden Excavating, Inc. – \$4,947,222.00
- James McMinn, Inc. – \$4,987,952.82
- Three Peaks Corp. – \$5,234,817.58
- Los Angeles Engineering – \$5,730,458.80
- Empire Equipment Service, Inc. – \$5,865,805.07
- Riverside Construction Company, Inc. – \$6,206,056.45

Borden Excavating, Inc. (“Borden”), submitted the lowest apparent bid and a Notice of Intent to Award was issued to Borden on July 24, 2025 (Attachment 2). However, the following day, the Agency received a formal bid protest from James McMinn, Inc. (“JMI”), alleging material deficiencies in Borden’s bid package (Attachment 3).

Upon conducting a comprehensive legal and administrative review of JMI’s protest and Borden’s bid, the Agency determined that the protest submitted by JMI was valid and that Borden’s bid must be rejected as non-responsive. Specifically, Borden’s bid omitted the required percentage allocations for each listed subcontractor, as mandated by Section 1.3 of the bid specifications. This information is necessary to confirm compliance with the subcontracting limitations and the 60% self-performance requirement. Because this omission rendered the Agency unable to evaluate bid compliance at the time of bid opening, the bid must be deemed materially incomplete.

Under applicable California public contract law, including *Valley Crest Landscape, Inc. v. City of Davis* (1996) 41 Cal.App.4th 1432, and *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, the failure to include required subcontractor percentage allocations is considered a material deviation that cannot be waived or cured post-bid. Allowing such a correction would confer a competitive advantage not available to other bidders and compromise the integrity of the competitive process. As such, the Agency has no discretion in accepting Borden’s bid, and the bid must be rejected.

Accordingly, the Agency rescinded the Notice of Intent to Award to Borden on July 29, 2025 (Attachment 4), and issued a new Notice of Intent to Award to JMI as the next lowest responsive and responsible bidder (Attachment 5).

Following the issuance of the rescission letter, Borden Excavating, Inc. submitted a formal response through legal counsel on July 30, 2025 (Attachment 6), contesting the Agency’s determination of non-responsiveness. In its correspondence, Borden asserted that the omission of subcontractor percentage allocations was an inadvertent oversight that was

promptly addressed the day after bid opening at the request of Agency staff. Borden contends that this post-bid submission was consistent with the Instructions to Bidders, did not confer a competitive advantage, and should be considered a waivable irregularity. Additionally, Borden raised concerns regarding alleged deficiencies in JMI's bid and reserved the right to further contest the Agency's decision. Notwithstanding these arguments, the Agency maintains that the omission constitutes a material deviation under established applicable case law, and that Borden's bid cannot be accepted.

The engineer's estimate for this project was approximately \$5 million. The bid submitted by JMI was \$4,987,952.82, which closely aligns with the estimate. The CLR Basin Project is partially funded through the American Rescue Plan Act, with the County of Riverside contributing \$3.1 million toward its completion. The CLR Basin Project is a joint effort between the Agency and the San Bernardino Valley Municipal Water District ("SBVMWD"). SBVMWD's portion is anticipated to cost approximately \$1 million, bringing the total estimated project cost to around \$6 million. Construction on SBVMWD's segment will be done separately from this work and is expected to begin later this year.

Based on the results of the competitive bidding process, the legal review of the submitted protest, and the confirmed responsiveness of the next lowest bidder, staff recommends that the Board formally reject the bid submitted by Borden as materially non-responsive and award the construction contract to JMI in the amount of \$4,987,952.82.

CEQA ANALYSIS

A Mitigated Negative Declaration ("MND") was prepared, noticed, and circulated pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (14 CCR §15000 et seq.) for the CLR Project. The Agency, acting as Lead Agency under CEQA, adopted the MND (SCH #2024080294) and Mitigation Monitoring and Reporting Program for the CLR Project on October 7, 2024. The Agency has reviewed and considered the information contained in the adopted MND and all supporting documenting, copies of which are on file at the Agency's office and are incorporated by reference as though set forth fully herein. Based on this review, the Agency finds that any comments received regarding the Contract have been examined and determined to not modify the significant conclusions of the MND. Further, based on the substantial evidence set forth in the record, including but not limited to the previously adopted MND, the Agency finds that none of the conditions set forth in State CEQA Guidelines section 15162 and Public Resources Code section 21166 trigger the need for subsequent environmental review. The Contract is contemplated in the previously adopted MND and simply seeks to further implement the CLR Project.

STRATEGIC PLAN NEXUS

The construction contract award for the CLR Basin Project helps advance various aspects of the Agency's Strategic Plan, including:

Strategic Goal 1: Align with the current and future water landscape, supporting the region's long-term needs by diversifying the local supply portfolio and advancing water sustainability.

Objective 1 – Sustain infrastructure investment to provide a robust regional water distribution and storage system

Strategic Goal 2: Ensure a reliable delivery system that advances efficiency and resiliency.

Objective 1 – Develop additional recharge facilities to support conjunctive use.

Objective 2 – Investigate additional opportunities to increase water storage capabilities

FISCAL IMPACT

The General Fund Budget (the Green Bucket) for FY 2025-26 includes the line item ‘County Line Recharge’ (line #68) under Plans & Construction in the Consulting and Engineering Services section. The amount budgeted is \$100,000 in order to finalize plans and other items necessary to begin construction.

The General Fund Budget (the Green Bucket) for FY 2025-26 also includes a line item for the construction contract (line #115) called ‘County Line Recharge – Construction’ in the Major and Capital Expenditures section. The budgeted amount is \$6.5 million, which cover the proposed contract and any additional construction-related costs that may come up.

ACTION

Adopt Resolution 2025-06 Awarding a Construction Contract to James McMinn, Inc. for the County Line Road Recharge Basin Project and Rejecting Borden Excavating Inc.’s Bid.

ATTACHMENTS

1. Resolution 2025-06 Awarding a Construction Contract to James McMinn, Inc. for the County Line Road Recharge Basin Project
 - a. Attachment A: Notice Inviting Bids
 - b. Attachment B: Borden Excavating, Inc. Bid
 - c. Attachment C: James McMinn, Inc. Bid
 - d. Attachment D: Proposed Construction Contract
2. Borden - Notice of Intent to Award Letter
3. JMI - Bid Protest Letter
4. Borden - Rescind Letter of Intent to Award Construction Contract
5. JMI Notice of Intent to Award Letter
6. Borden Response to Rescind Letter

ATTACHMENT #1

RESOLUTION NO. 2025-06

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN GORGONIO PASS
WATER AGENCY AWARING A CONSTRUCTION CONTRACT TO JAMES
MCMINN, INC., FOR THE COUNTY LINE ROAD RECHARGE BASIN PROJECT**

WHEREAS, the San Gorgonio Pass Water Agency (“Agency”) seeks to construct the County Line Road Recharge Basin and Turnout Project (“CLR Basin Project”) to improve regional water reliability and advance groundwater sustainability; and

WHEREAS, the Agency’s Board of Directors (the “Board”) has previously approved actions in support of the CLR Basin Project, including environmental review, funding agreements, design, and construction management services; and

WHEREAS, on June 16, 2025, the Board authorized the advertisement of bids for the CLR Basin Project, and the CLR Basin Project was publicly advertised on June 23, 2025 (Attachment “A”); and

WHEREAS, six bids were received and publicly opened on July 23, 2025, with Borden Excavating, Inc. (“Borden”), submitting the lowest apparent bid (“Attachment B”). James McMinn, Inc. (“JMI”), was the second lowest bidder (Attachment “C”); and

WHEREAS, a bid protest was received from JMI on July 25, 2025, alleging material deficiencies in Borden’s bid submission; and

WHEREAS, upon administrative and legal review, it was determined that Borden failed to include subcontractor percentage allocations as required under Section 1.3 of the bid specifications, rendering the bid materially non-responsive and disqualifying it from consideration; and

WHEREAS, under applicable California public contract law, including *Valley Crest Landscape, Inc. v. City of Davis* (1996) 41 Cal.App.4th 1432 and *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, such omissions are material defects that cannot be waived or cured after bid opening; and

WHEREAS, on July 29, 2025, the Agency formally rescinded the Notice of Intent to Award issued to Borden and issued a new Notice of Intent to Award to JMI, the next lowest responsive and responsible bidder, in the amount of \$4,987,952.82; and

WHEREAS, funding for the CLR Basin Project has been secured in part through the American Rescue Plan Act with the County of Riverside contributing \$3.1 million, and additional costs supported through the Agency’s General Fund; and

WHEREAS, a Mitigated Negative Declaration (“MND”) was prepared, noticed, and circulated for the CLR Basin Project pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (14 CCR §15000 et seq.); and

WHEREAS, the Agency, acting as Lead Agency under CEQA, adopted the MND (SCH #2024080294) and Mitigation Monitoring and Reporting Program for the Project on October 7, 2024; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which a MND has already been adopted, the Lead Agency is prohibited from requiring a subsequent or supplemental Environmental Impact Report (“EIR”) or negative declaration unless at least one of the circumstances identified in Public Resources Code section 21166 or State CEQA Guidelines section 15162 are present; and

WHEREAS, following independent review of all the information regarding the Agreement, the previously adopted MND, all oral and written testimony submitted to the Agency in relation to the Contract, and all other information in the administrative record, the Agency has determined that, pursuant to the Public Resources Code § 21166 and State CEQA Guidelines § 15162, no further environmental review is required for the Contract because it falls within the scope of the Project evaluated in the previously adopted MND (SCH #2024080294).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN GORGONIO PASS WATER AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. *Incorporation of Recitals.* The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

Section 2. *Rejection of Borden Excavating, Inc.’s Bid.* The Board hereby rejects the bid submitted by Borden as non-responsive due to its failure to comply with mandatory subcontractor listing requirements.

Section 3. *Award of Contract to James McMinn, Inc.* The Board hereby awards the construction contract for the CLR Basin Project to JMI in the amount of \$4,987,952.82 as the lowest responsive and responsible bidder;

Section 4. *General Manager Authorization.* The Board hereby authorizes the General Manager or designee to execute the proposed construction contract with JMI (“Attachment D”) in a form consistent with the attached subject to non-substantive revisions as may be necessary and take all necessary actions to enter into the contract.

Section 5. *Coordination with Other Agencies.* The Board hereby directs staff to proceed with construction of the CLR Basin Project in coordination with funding and agency partners, including the County of Riverside and the San Bernardino Valley Municipal Water District.

Section 6. *CEQA.* The Board has reviewed and considered the information contained in the adopted MND and all supporting documenting, copies of which are on file at the Agency’s office and are incorporated by reference as though set forth fully herein. Based on this review, the Board finds that any comments received regarding the Contract have been examined and determined to not modify the significant conclusions of the MND. Further, based on the

substantial evidence set forth in the record, including but not limited to the previously adopted MND, the Board finds that none of the conditions set forth in State CEQA Guidelines section 15162 and Public Resources Code section 21166 trigger the need for subsequent environmental review. The Contract is contemplated in the previously adopted MND and simply seeks to further implement the Project.

Section 7. *Severability.* If any provision of this Resolution is held invalid, the remainder of the Resolution shall not be affected by such invalidity, and such portions of this Resolution are severable.

Section 8. *Effective Date.* This Resolution shall become effective immediately upon its adoption.

Passed and adopted by the San Geronio Pass Water Agency on this ____ day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

Maricela Cabral
Board Clerk

ATTACHMENTS:

- Attachment A: Notice Inviting Bids for the County Line Recharge Basin Project
- Attachment B: Borden Excavating, Inc. Bid
- Attachment C: James McMinn Inc. Bid
- Attachment D: Proposed Construction Contract

ATTACHMENT A
NOTICE INVITING BIDS FOR THE COUNTY LINE RECHARGE BASIN PROJECT

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

00 11 16 – NOTICE INVITING BIDS

San Gorgonio Pass Water Agency (“Agency”) invites online bids on the PlanetBids website until 10:00 a.m. on July 23, 2025, for the **County Line Recharge Basin Project** in the City of Calimesa, consisting of furnishing all labor, technical and professional services, supervision, materials, and equipment, and performing all operations necessary and required in conformity with the requirements in the specifications and plans. No hard copy of the bid package will be accepted. The Contract Documents are available online to download through Albert A. WEBB Associates PlanetBids Portal (<https://vendors.planetbids.com/portal/58645/bo/bo-detail/131081>). All questions and requests for information and acceptability of substitutes, including any questions addressing the interpretation or clarification of the Contract Documents must be submitted directly to the PlanetBids website prior to July 11, 2025. Answers will be posted on PlanetBids on or before July 16, 2025.

Bids must be submitted on the Agency’s Bid Forms. Bidders may obtain a copy of the Contract Documents from the Agency by emailing Ecampbell@sgpwa.com or calling (951) 845-2577. Cost for Contract Documents provided in the form of a USB drive is \$50 and \$100 for overnight mailing of the flash drive to the requestor’s address. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the Agency shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

Each Bid shall be accompanied by cash, a certified or cashier’s check, or a Bid Bond secured from a surety company satisfactory to the Board of Directors. The amount shall not be less than ten percent (10%) of the submitted Total Bid Price and must be made payable to San Gorgonio Pass Water Agency as bid security. This security serves as a guarantee that, within five (5) working days after the Agency issues the Notice of Award, the successful Bidder will enter into a contract and provide the required bonds and certificates of insurance.

Electronic Submission: Bid Bond paperwork and certificates of insurance must be submitted electronically via PlanetBids at the time of bid submission.

Hard Copy Requirement: Upon award, the successful Bidder must deliver original hard copies of the Bid Bond and insurance documents to the Agency within the time stated above.

Failure to comply within the required time may result in forfeiture of the bid security. No interest will be paid on funds deposited with the Agency.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by Agency to ensure its performance under the contract.

The Project will be funded in whole or in part by the following funding sources:

- Coronavirus State and Local Fiscal Recovery Funds, a part of the American Rescue Plan Act (“APRA”)

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

- Funding Agreement between the County of Riverside and the San Gorgonio Pass Water Agency.

The successful Bidder will be required to comply with all requirements associated with ARPA funding in carrying out the Project, and the Funding Agreement, as further set forth in the Contract Documents.

Pursuant to Labor Code Section 1773, Agency has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Riverside County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the Agency and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

Since this Project is funded in whole or in part with federal funds, the work must also comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of Davis-Bacon. The federal minimum wage rates for this Project are predetermined by the United States Secretary of Labor. These rates are available directly from the Department of Labor at <http://www.dol.gov>. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the contractor and its subcontractors shall pay not less than the higher wage rate.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract:

Class A (General Engineering Contractor)

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the Agency may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions and Special Provisions.

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (“Regulation”) which went into effect on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder’s and all listed subcontractors’ most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Pursuant to Public Contract Code section 3400(b), if the Agency has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions and Special Provisions.

Agency shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the Agency from the **Total Base Bid for Schedules I, II, III, IV, V, and VI**. Agency reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact the Agency’s Executive Assistant located at 1210 Beaumont Avenue, Beaumont, CA 92223, via phone @(951) 845-2577, via fax @(951) 845-0281, or via e-mail (preferred) @Ecampbell@sgpwa.com.

END OF NOTICE INVITING BIDS

ATTACHMENT B
BORDEN EXCAVATING, INC. BID

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received via PlanetBids, link in Notice of Inviting Bids , until **10:00 a.m. on Wednesday July 23, 2025.**

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

COUNTY LINE RECHARGE BASIN PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Fleet Compliance Certification form.
6. Attached is the completed Public Works Contractor Registration Certification form.
7. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
8. Attached is the completed Bidder Information and Experience form.
9. Attached is the completed Anti-Lobbying Certification
10. Attached is the completed Debarment and Suspension Certification
11. Attached is the completed Executive Order N-22 Certification.

*San Gorgonio Pass Water Agency
County Line Recharge Basin Project*

A. BID SCHEDULE

BID SCHEDULE I

General Items (applicable to Entire Project)

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
101.	Insurances, Licenses, and Permits (Entire Project)	Lump Sum	1	\$ _____	\$ _____
102.	Encroachment Permit(s) and Related Inspection Fees (Allowance)	Lump Sum	1	\$ 15,000	\$ 15,000
102.	Prepare and Maintain Critical Path Method and Project Schedule (Entire Project)	Lump Sum	1	\$ _____	\$ _____
103.	Traffic Control (Entire Project)	Lump Sum	1	\$ _____	\$ _____
104.	Erosion Control and NPDES (Entire Project)	Lump Sum	1	\$ _____	\$ _____
105.	Environmental Mitigation Monitoring and Reporting Program (MMRP) Compliance	Lump Sum	1	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE I (SUM OF BID ITEMS 101-105):

\$ _____
Net Bid Schedule I Price in Numbers

Net Bid Schedule I Price in Written Form

BID SCHEDULE II

PRECISE GRADING & EROSION CONTROL PLAN

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
201.	Mobilization	Lump Sum	1	\$ _____	\$ _____
202.	Clear & Grub, Demolition, and Site Preparation	Lump Sum	1	\$ _____	\$ _____

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
203.	Over-excavation	Cubic Yard	3,135	\$ _____	\$ _____
204.	Cut	Cubic Yard	72,808	\$ _____	\$ _____
205.	Structural Fill	Cubic Yard	5,093	\$ _____	\$ _____
206.	Export	Cubic Yard	67,715	\$ _____	\$ _____
207.	Rough Grade Site	Square Foot	253,420	\$ _____	\$ _____
208.	Final Grade Site	Square Foot	253,420	\$ _____	\$ _____
209.	Recharge Basin Ripping – Bottom	Square Foot	82,673	\$ _____	\$ _____
210.	Recharge Basin Ripping – Side Slopes	Square Foot	27,451	\$ _____	\$ _____
211.	Construct 3" Asphalt Concrete Pavement (Over Base)	Ton	246	\$ _____	\$ _____
212.	Construct 6" Class II Aggregate Base	Ton	440		
213.	Construct 6" Class II Aggregate Base on Native Soils	Ton	1,638	\$ _____	\$ _____
214.	Construct 6" PCC Concrete Apron on Native Soils (40' width)	Square Foot	2,436	\$ _____	\$ _____
215.	Construct 6" PCC Concrete Apron on Native Soils (variable width)	Square Foot	478	\$ _____	\$ _____
216.	Construct 6" Curb per SPPWC Standard 120-2, Type A1-6	Square Linear Foot	173	\$ _____	\$ _____
217.	Install 24" RCP Drain Pipe	Linear Foot	98	\$ _____	\$ _____
218.	Install 18" RCP Drain Pipe	Linear Foot	70	\$ _____	\$ _____
219.	Install 12" RCP Drain Pipe	Linear Foot	290	\$ _____	\$ _____
220.	Construct Reinforced Concrete Sump	Each	1	\$ _____	\$ _____
221.	Construct Staff Gauge	Each	3	\$ _____	\$ _____

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
222.	Construct U-Type Reinforced Concrete Headwall	Each	4	\$ _____	\$ _____
223.	Construct Wing-Type Reinforced Concrete Headwall	Each	2	\$ _____	\$ _____
224.	Construct Gravity Headwall	Each	1	\$ _____	\$ _____
225.	Install 12" Water F-25 Medium Duty Drainage Gate, or Approved Equal	Each	2	\$ _____	\$ _____
226.	Install 24" x 24" Catch Basin with Steel Traffic Grate, FloGard FGP-24F Insert Filter, and 12" Open Sump with Gravel Bottom	Each	3	\$ _____	\$ _____
227.	Construct Concrete Pipe Inlet Riser per Caltrans STD. D75B, Type GCP with Grated Inlet per Caltrans STD. D77B, Type 36R	Each	1	\$ _____	\$ _____
228.	Construct Rock Outlet Protection, Class II, Placement B	Ton	33	\$ _____	\$ _____
229.	Construct Concreted Rock Lined Channel, Class II	Linear Foot	154	\$ _____	\$ _____
230.	Construct Rock Slope and Outlet Protection, Class VI, Placement A	Ton	376	\$ _____	\$ _____
231.	Install Concrete Wheel Stop in Accessible Parking Space	Each	2	\$ _____	\$ _____
232.	Paint 4" White Parking Space Stripe	Linear Foot	120	\$ _____	\$ _____
233.	Demo Existing Irrigation Structure	Each	1	\$ _____	\$ _____
234.	Protect Existing Power Pole and Guy Wire in Place	Lump Sum	1	\$ _____	\$ _____
235.	Cut and Remove Abandoned Pipelines to Limits of Grading Conflict	Linear Foot	760	\$ _____	\$ _____
236.	Adjust Existing Manhole to Grade	Each	1	\$ _____	\$ _____
237.	Install 1" Water Service and 3/4" Meter	Each	1	\$ _____	\$ _____
238.	Construct 24" CSP Grated Inlet	Each	1	\$ _____	\$ _____
239.	Construct 20"x20" Masonry Column with Stone Veneer and 2" Pyramidal Cap	Each	2	\$ _____	\$ _____
240.	Install 7' High Welded Steel Fence	Linear Foot	80	\$ _____	\$ _____

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
241.	Install 7' High Welded Steel Sliding Gate	Each	1	\$ _____	\$ _____
242.	Install 7 6' High Chain Link Fence with Barbed Wire	Linear Foot	2,550	\$ _____	\$ _____
243.	Install 12' Wide Chain Link Swing Gate with Barbed Wire	Each	2	\$ _____	\$ _____
244.	Install 15' Wide Chain Link Swing Gate with Barbed Wire	Each	1	\$ _____	\$ _____
245.	Install 20' Wide Chain Link Swing Gate with Barbed Wire	Each	4 2	\$ _____	\$ _____
246.	Remove and Dispose of Existing Fence	Linear Foot	4 1,741	\$ _____	\$ _____
247.	Construct Sandbag Check Dam	Each	21	\$ _____	\$ _____
248.	Install Silt Fence	Linear Foot	2,670	\$ _____	\$ _____
249.	Install Fiber Roll Slope Protection	Linear Foot	8,830	\$ _____	\$ _____
250.	Construct Stabilized Construction Entrance	Each	3	\$ _____	\$ _____
251.	Construct Storm Drain Inlet Protection	Each	3	\$ _____	\$ _____
252.	Construct Concrete Washout Area	Each	2	\$ _____	\$ _____
253.	Construct Material Delivery and Storage Area	Each	2	\$ _____	\$ _____
254.	Construct Sanitary/Waste Management Facilities	Each	2	\$ _____	\$ _____
255.	Apply hydraulic seed and mulch	Square Foot	49,876	\$ _____	\$ _____
256.	Construct Anti-Seep Collars	Each	2	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE II (SUM OF BID ITEMS 201-256 253):

\$ _____
Net Bid Schedule II Price in Numbers

Net Bid Schedule II Price in Written Form

*San Geronio Pass Water Agency
County Line Recharge Basin Project*

BID SCHEDULE III

RAW WATERLINE EXTENSION AND REHABILITATION PLAN

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
301.	Mobilization	Lump Sum	1	\$ _____	\$ _____
302.	Testing and Hydrostatic Pressure Testing	Lump Sum	1	\$ _____	\$ _____
303.	Striping and Signage Repair	Lump Sum	1	\$ _____	\$ _____
304.	Join Existing Water Main and Provide Temporary CIPP Lining Access	Each	1	\$ _____	\$ _____
305.	Install 14" PVC C-900 DR-14 Pipe, Bedding, and Backfill	Linear Foot	1,065	\$ _____	\$ _____
306.	Install 14" Elbow with Megalug Restraints	Each	17	\$ _____	\$ _____
307.	Install 14" Butterfly Valve	Each	2	\$ _____	\$ _____
308.	Install 6" Dry Barrel Blow-Off Assembly	Each	1	\$ _____	\$ _____
309.	Install 4" Dry Barrel Blow-Off Assembly	Each	1	\$ _____	\$ _____
310.	Install 2" Air-Vacuum Valve Assembly	Each	2	\$ _____	\$ _____
311.	Install Pipe Barricade	Each	1	\$ _____	\$ _____
312.	Bore and Jack 30" Casing	Linear Foot	34	\$ _____	\$ _____
313.	Repair Trench for Water Mains and Appurtenances	Linear Foot	571	\$ _____	\$ _____
314.	Repair Trench for Water Mains and Appurtenances (omit T-cut)	Linear Foot	359	\$ _____	\$ _____
315.	Install Flow Meter and Vault Assembly	Each	1	\$ _____	\$ _____
316.	Install 14" Waterman Industries F-25 Medium Duty Drainage Gate	Each	1	\$ _____	\$ _____
317A.	CIPP Lining – Preliminary Inspection	Linear Foot	5,060	\$ _____	\$ _____

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
317B.	CIPP Lining – Pipeline Cleaning (Hydro-Cleaning Method)	Linear Foot	5,060	\$ _____	\$ _____
317C.	CIPP Lining – Pre-lining Inspection	Linear Foot	5,060	\$ _____	\$ _____
317D.	CIPP Lining – Liner Installation	Linear Foot	5,060	\$ _____	\$ _____
317E.	CIPP Lining – Reinstate Connection(s)	Each	1	\$ _____	\$ _____
317F.	CIPP Lining – Post-Install Inspection	Linear Foot	5,060	\$ _____	\$ _____
318.	Install Concrete Utility Vault and Manhole with Flanged Cut-In Pipe Segment	Each	9	\$ _____	\$ _____
319.	Remove Existing Butterfly Valve and/or Fittings and Replace with 14" PVC C-900 DR-14 Pipe and Fittings	Each	5	\$ _____	\$ _____
320.	Remove Existing 12" Steel Pipeline and Replace with 14" PVC C-900 DR-14 Pipe	Linear Foot	20	\$ _____	\$ _____
321.	Repair Trench and Restore Pavement	Square Foot	970	\$ _____	\$ _____
322.	Restore Existing Concrete in Like Kind	Square Foot	456	\$ _____	\$ _____
323.	Protect and Support Existing Underground Utility	Linear Foot	98	\$ _____	\$ _____
324.	Cut and Remove Abandoned Pipeline	Linear Foot	57	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE III (SUM OF BID ITEMS 301-324):

\$ _____
Net Bid Schedule III Price in Numbers

Net Bid Schedule III Price in Written Form

*San Geronio Pass Water Agency
County Line Recharge Basin Project*

BID SCHEDULE IV

SMWC POTABLE WATERLINE PLAN

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
401.	Mobilization	Lump Sum	1	\$ _____	\$ _____
402.	Testing, Hydrostatic Pressure Testing, Chlorination, and Water Quality Testing	Lump Sum	1	\$ _____	\$ _____
403.	Join Existing Water Main	Each	2	\$ _____	\$ _____
404.	Install 8" PVC C-900 DR-14 Pipe, Bedding, and Backfill	Linear Foot	469	\$ _____	\$ _____
405.	Install 8" x 6" Reducer	Each	1	\$ _____	\$ _____
406.	Install 8" 90° Elbow	Each	1	\$ _____	\$ _____
407.	Install 8" 45° Elbow	Each	4	\$ _____	\$ _____
408.	Install 8" Gate Valve	Each	2	\$ _____	\$ _____
409.	Install 1" Air-Vacuum Valve Assembly	Each	1	\$ _____	\$ _____
410.	Install Pipe Barricade	Each	2	\$ _____	\$ _____
411.	Install Thrust Block	Each	5	\$ _____	\$ _____
412.	Abandon Existing Watermain	Each	1	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE IV (SUM OF BID ITEMS 401-412):

\$ _____
Net Bid Schedule IV Price in Numbers

Net Bid Schedule IV Price in Written Form

*San Geronio Pass Water Agency
County Line Recharge Basin Project*

BID SCHEDULE V

STREET IMPROVEMENT PLAN

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
501.	Mobilization	Lump Sum	1	\$ _____	\$ _____
502.	Cold Plane Pavement 1.5"	Square Foot	22,411		
503.	Sawcut and Remove Existing Asphalt, Base, and Subgrade (7" Depth)	Square Foot	14,391	\$ _____	\$ _____
504.	Sawcut and Remove Existing Asphalt, Base, and Subgrade (Variable Depth)	Square Foot	12,498	\$ _____	\$ _____
505.	Remove Existing AC Berm	Linear Foot	363	\$ _____	\$ _____
506.	Remove & Replace Concrete Driveway to Match Existing	Square Foot	595	\$ _____	\$ _____
507.	Construct 3" A.C. Pavement (Over Base)	Ton	261	\$ _____	\$ _____
508.	Construct 4" Miscellaneous Aggregate Base	Ton	313	\$ _____	\$ _____
509.	Construct 3" A.C. Pavement (Over Base)	Ton	126	\$ _____	\$ _____
510.	Construct 6" Class II Base	Ton	227		
511.	Construct 5" Minimum A.C. Pavement Over Compacted Native Soil	Ton	418	\$ _____	\$ _____
512.	Overlay Pavement 1.5"	Linear Foot Ton	138	\$ _____	\$ _____
513.	Overlay Pavement Variable Thickness (1.5" min.)	Linear Foot Ton	151	\$ _____	\$ _____
514.	Construct 6" Traversable Dike	Linear Foot	57	\$ _____	\$ _____
515.	Construct 6" Asphalt Dike	Linear Foot	21	\$ _____	\$ _____
516.	Construct Type A-8 Curb & Gutter	Linear Foot	249	\$ _____	\$ _____

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
517.	Construct Type A-6 Curb & Gutter	Linear Foot	155	\$ _____	\$ _____
518.	Construct Commercial Drive Approach	Each	1	\$ _____	\$ _____
519.	Construct Residential Drive Approach	Each	2	\$ _____	\$ _____
520.	Construct Concrete Sidewalk Adjacent to Curb	Square Foot	1,344	\$ _____	\$ _____
521.	Transition from 8" Curb Face to Existing 10" Curb Face	Each	1	\$ _____	\$ _____
522.	Protect in Place Existing Power Pole	Each	2	\$ _____	\$ _____
523.	Protect in Place Existing Valve	Each	8	\$ _____	\$ _____
524.	Protect in Place Existing Manhole	Each	2	\$ _____	\$ _____
525.	Adjust Valve to Grade	Each	4	\$ _____	\$ _____
526.	Adjust Sewer Manhole to Grade	Each	3	\$ _____	\$ _____
527.	Adjust Existing Fire Hydrant	Each	1	\$ _____	\$ _____
528.	Relocate Existing Mailbox	Each	2	\$ _____	\$ _____
529.	Remove and Replace Existing Street Sign	Each	1	\$ _____	\$ _____
530.	Install Channelizers at 12' O.C.	Each	4	\$ _____	\$ _____
531.	Install Type N-2(CA) Object Marker Sign	Each	1	\$ _____	\$ _____
532.	Paint Right Edge Line	Linear Foot	30	\$ _____	\$ _____
533.	Apply Stop Line with Temporary Traffic Paint	Linear Foot	10	\$ _____	\$ _____
534.	Apply Pavement Legend with Temporary Traffic Paint	Square Foot	75	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE V (SUM OF BID ITEMS 501-534):

\$ _____
Net Bid Schedule V Price in Numbers

Net Bid Schedule V Price in Written Form

*San Geronio Pass Water Agency
County Line Recharge Basin Project*

BID SCHEDULE VI

LANDSCAPE ARCHITECTURAL PLANS

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
601.	Construct Irrigation Improvements	Lump Sum	1	\$ _____	\$ _____
602.	Groundcovers – Decomposed Granite	Square Foot	3,248	\$ _____	\$ _____
603.	Groundcovers – Wood Mulch	Square Foot	2,465	\$ _____	\$ _____
604.	Trees 24" Box – Prosopis Alba Colorado (Colorado Mesquite)	Each	4	\$ _____	\$ _____
605.	Trees 24" Box – Pinus Eldarica (Afghan Pine)	Each	6	\$ _____	\$ _____
606.	Trees 24" Box – Podocarpus Gracilior (Fern Pine)	Each	1	\$ _____	\$ _____
607.	Shrubs 5 Gal. – Leucophyllum Frutescens 'Green Cloud' TM (Green Cloud Texas Sage)	Each	26	\$ _____	\$ _____
608.	Grasses 1 Gal. – Muhlenbergia Capillaris 'Regal Mist' TM (Regal Mist Pink Muhly Grass)	Each	18	\$ _____	\$ _____
609.	Perennials 5 Gal. – Kniphofia Uvaria 'Pfitzer's Hybrid Mix' (Kniphofia Red Hot Poker)	Each	22	\$ _____	\$ _____
610.	Shrub Cover 5 Gal. – Acacia Redolens 'Low Boy' (Low Boy Bank Catclaw)	Each	27	\$ _____	\$ _____
611.	Shrub Cover 5 Gal. – Juniperus Squamata 'Blue Carpet' (Blue Carpet Juniper)	Each	25	\$ _____	\$ _____
612.	Succulents 5 Gal. – Hesperaloe Parviflora (Red Yucca)	Each	24	\$ _____	\$ _____
613.	Boulders – Locally Sourced Granite	Each	33	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE VI (SUM OF BID ITEMS 601-613 612):

\$ _____
Net Bid Schedule VI Price in Numbers

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Net Bid Schedule VI Price in Written Form

BID SUMMARY

SUB-TOTAL FOR BID SCHEDULES I, II, III, IV, V, AND VI		SUB-TOTAL
\$ _____		
BID ADDITIONS/DEDUCTIONS	TOTAL	\$ _____
TOTAL BASE BID FOR SCHED I, II, III, IV, V, AND VI	TOTAL	\$ _____

Base Bid Price in Written Form

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the Agency will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Agency makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE:

<p>TOTAL BID PRICE BASED ON BID SCHEDULES I, II, III, IV, V, & VI TOTAL OF UNIT PRICES</p> <p>\$ _____ Total Bid Price in Numbers</p> <p>\$ _____ Total Bid Price in Written Form</p> <p>In case of discrepancy between the written price and the numerical price, the written price shall prevail.</p>

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

The undersigned agrees that this Bid Form constitutes a firm offer to the Agency which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the Agency and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the Agency's sole discretion. The Agency can choose to include any, all, or none of the Alternate Bid items in the Work. If the Agency selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work.

Alternate Bid Item

The below Alternative Bid Item SHALL NOT be included as part of the Base Bid.

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
AB1.	24" HDPE Pipe ¹	Linear Foot	98	\$ <u>260</u>	\$ <u>25480</u>
AB2.	18" HDPE Pipe ¹	Linear Foot	70	\$ <u>300</u>	\$ <u>21000</u>
AB3.	12" HDPE Pipe ¹	Linear Foot	290	\$ <u>200</u>	\$ <u>58,000</u>
AB4.	14" Ductile Iron Pipe, Bedding, and Backfill ²	Linear Foot	1,065	\$ <u>350</u>	\$ <u>372,750</u>
AB5.	8" Ductile Iron Pipe, Bedding, and Backfill ²	Linear Foot	469	\$ <u>120</u>	\$ <u>56,280</u>
AB6.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	1,000	\$ <u>2</u>	\$ <u>2000</u>
AB7.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	2,000	\$ <u>10</u>	\$ <u>20,000</u>
AB8.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	3,000	\$ <u>10</u>	\$ <u>30,000</u>
AB9.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	4,000	\$ <u>10</u>	\$ <u>40,000</u>
AB10.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	5,060	\$ <u>10</u>	\$ <u>50,060</u>

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST

¹ – At the discretion of the Agency, HDPE pipe may be substituted for RCP pipe

² – At the discretion of the Agency, 14" DIP may be substituted for 14" PVC pipe. Cost at the unit price shall include change of necessary fittings, valves, restraints, and all other associated components

³ – As determined necessary by the CIPP lining sub-contractor and Engineer, cleaning of the pipeline portions requiring mechanical and hydro-cleaning methods may be substituted for hydro-cleaning only methods (Bid Item No. 317B). No section of pipeline may be charged for more than one cleaning bid item.

See Previous Page 24.

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct	N/A	N/A
ALTERNATE #2 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #3 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #4 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #5 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #6 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #7 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #8 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #9 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #10 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct		

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the Agency provides the successful bidder with the Notice of Award.

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

Upon receipt of the signed contract and other required documents, the contract will be executed by the Agency, after which the Agency will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Riverside County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the Agency's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to San Gorgonio Pass Water Agency as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the San Gorgonio Pass Water Agency.

Bidder is an individual _____, or corporation X _____, or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

Borden Excavating INC
741879 Class A 06/2027

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the Agency provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size

***San Geronio Pass Water Agency
County Line Recharge Basin Project***

Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the Agency, the Agency may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Calimesa, CA, on this 23rd day of July, 2025.

(Bidders Name – Print or Type)

Bryce Borden, VP

(Name and Title)

(Signature)

(Corporate Seal)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name Shaun Borden Title President

Complete Address 1000 2nd St. Calimesa, CA

Phone 951-543-5856 FAX N/A

Name Bryce Borden Title Vice President

Complete Address 1014 2nd St. Calimesa, CA

Phone 909-528-9140 FAX N/A

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, Borden Excavating, Inc., as Principal, and U.S. Specialty Insurance Company, as Surety and are held and firmly bound unto the San Gorgonio Pass Water Agency, hereinafter called the Agency, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to AGENCY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 23, 20 25, for **COUNTY LINE RECHARGE BASIN PROJECT**

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Agency as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Agency in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 17th day of July, 20 25, the name and corporate seal of each corporation.

(Corporate Seal)

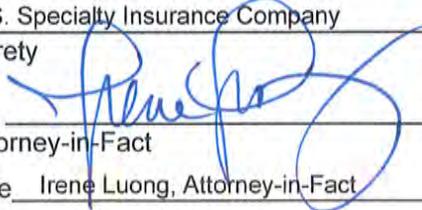
Borden Excavating, Inc.
Contractor/ Principal

By 

Title Bryce Borden, VP

(Corporate Seal)

U.S. Specialty Insurance Company
Surety

By 
Attorney-in-Fact

Title Irene Luong, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Notary Acknowledgment

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

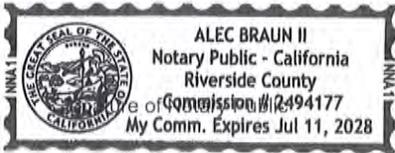
STATE OF CALIFORNIA
COUNTY OF Riverside

On July 23rd, 2025, before me, Alec Braun, Notary Public, personally appeared Bryce Borden,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Alec Braun

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

See Attached

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

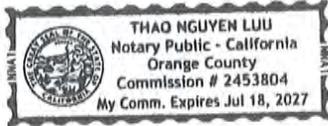
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On JUL 17 2025 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Yung T. Mullick, James w. Moilanen, Irene Luong, Emilie George, Christine Woolford,
 Danielle Hanson or P. Austin Neff of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *** Fifty Million and 00/100 *** Dollars (*** \$50,000,000.00 ***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
 UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
 County of Los Angeles



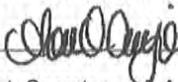
By: 
 Daniel P. Aguilar, Vice President

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

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of July, 2025

Corporate Seals
 Bond No. N/A
 Agency No. 7715 - PDF POA




 Kio Lo, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

U. S. Specialty Insurance Company

of Houston, Texas, organized under the laws of Texas, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Liability, Workers' Compensation,
Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 29th day of December, 2004, I have hereunto set my hand and caused my official seal to be affixed this 29th day of December, 2004.

Fee \$117.00

John Garamendi
Insurance Commissioner

Rec. No.

Filed 4/12/04

By

Victoria S. Sidbury
for Ida Zodrow
Asst. Chief Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 14th day of March, 2007.

Steve Poizner
Insurance Commissioner

By *Pauline D'Andrea*
Pauline D'Andrea

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Note: Agency requires that Contractor shall perform at least 60% of the Work with its own forces and equipment.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
CiPP	Sancon	Huntington Beach CA	1030053	200007099	
Landscape	Marina	Lake Elsinore CA	492862	1000000079	
Concrete	CMB Structures	Riverside CA	613977	1000001531	

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Grading	Jeremy Harris Construction	Riverside CA	924979	1000001177	

(Attach additional sheets if necessary)

Name of Bidder Borden Excavating INC

Signature 

Name and Title Bryce Borden, VP

Dated 07/23/25

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

1.4 Material Source and Procurement Declaration

For each item listed below, the Bidder shall provide the name of the proposed manufacturer or supplier, the location of the manufacturing plant, and the estimated procurement time. Submission of this information is for evaluation and scheduling purposes only and does not constitute Owner approval of the listed sources.

Listing a manufacturer or supplier in the bid does not grant any rights under the Contract to that party. The Owner reserves the right to approve, reject, or request substitution of any proposed source. If the Owner approves a listed source, the Successful Bidder shall furnish materials or equipment from that source unless otherwise approved in writing by the Owner.

Substitutions or changes to the listed manufacturers or suppliers may be made after contract award only with written Owner approval and shall not impose any liability on the Owner.

Item	Manufacturer	Plant Location	Procurement Time
Reinforced Concrete Pipe (RCP)	Thompson Pipe	Rialto, CA	3 Weeks
High-Density Polyethylene Pipe (HDPE)	ADS	Madera, CA	2 weeks
Drainage Gate	Waterman`	Exeter, CA	1 week
24"x24" Catch Basin and Insert Filter	J&R Concrete Oldcastle	Perris, CA Stockton, CA	3 weeks 3 weeks
1" Water Service	Ford Meter Box	Wabash, IN	16 weeks
Water Service Meter Box	J&R Concrete	Perris, CA	6-8 weeks
Corrugates Steel Catch Basin Inlet	N/A	N/A	N/A
Chain Link Fence with Barbed Wire and Gates	Builders Fence	Fontana, CA	2 Weeks
Welded Steel Fence and Gates	Builders Fence	Fontana, CA	2 Weeks

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Item	Manufacturer	Plant Location	Procurement Time
Polyvinyl Chloride Pipe (PVC)	Vinyltech	Phoenix, AZ	4-6 weeks
Ductile Iron Pipe (DIP)	US Pipe	Union City, CA	4-6 Weeks
Steel Casing Pipe	Vector Steel	Redlands, CA	3 Weeks
Butterfly Valve	Pratt	Kimball, TN	12-14 weeks
Gate Valve	Mueller Co	Chattanooga, TN	10 weeks
Pipe Fittings (Misc.)	Tyler Union	Tyler, TX	6-8 weeks
Air Vacuum Assembly	ARI	Israel	2 weeks
Blow Off Assembly	Mueller Co	Albertville, AL	10 weeks
Steel Pipe Barricade	Southland Pipe	Hesperia, CA	5-7 weeks
Flow Meter and Vault	McCrometer Jensen Precast	Hemet, CA Fontana, CA	4-6 weeks 11 weeks
CIPP Lining	SanCon Technologies	Huntington Beach, CA	4 Weeks
Concrete Utility Vault and Manhole	Jensen Precast	Fontana, CA	11 weeks
Channelizers	Safe Hit	Chicago, IL	1 week
Red Retroreflective Object Marker Sign	Main ST Signs	Upland CA	2 Weeks

*San Geronio Pass Water Agency
County Line Recharge Basin Project*

Item	Manufacturer	Plant Location	Procurement Time
Landscape Irrigation	Marina	Lake Elsinore,Ca	2 Weeks
Landscape Planting	Marina	Lake Elsinore,Ca	4 Weeks

1.5 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: Borden Excavating INC
- 2.0 Type, if Entity: S Corp
- 3.0 Bidder Address: 1014 2nd St. Calimesa, CA
- 909-795-5354 909-795-5410
Facsimile Number Telephone Number
- bryce@bei.bid
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
16
- 5.0 How many years has Bidder's organization been in business under its present name? 16
- 5.1 Under what other or former names has Bidder's organization operated? none
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 01/2009
- 6.2 State of Incorporation: California
- 6.3 President's Name: Shaun Borden
- 6.4 Vice-President's Name(s): Bryce Borden
- 6.5 Secretary's Name: Shaun Borden
- 6.6 Treasurer's Name: Shaun Borden

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

All types of Pipeline, Asphalt, Lift Stations, Booster Stations, Mechanical work

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

Yucaipa Valley Water District
 Matt Porres
 909-797-5118

*San Geronio Pass Water Agency
County Line Recharge Basin Project*

14.0 List Bank References (Bank and Branch Address):

Chase : 1195 Calimesa Blvd, Calimesa, CA 92320

15.0 Name of Bonding Company and Name and Address of Agent:

U.S. Specialty Insurance Company 13403 Northwest Freeway Houston, TX. 77040

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ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Shaun Borden President - 80%

Bryce Borden, VP - 80%

2. Summarize each person's specialized education:

Bachelor Degrees

3. List each person's years of construction experience relevant to the project:

Shaun Borden - 45 Years

Bryce Borden - 11 Years

4. Summarize such experience:

Expert Pipeline Installers

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Agency.

Changes Occuring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

N/A

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder Borden Excavating INC

Signature 

Name Bryce Borden

Title Vice President

Date 7/23/25

1.5 Non-Collusion Declaration

The undersigned declares:

I am the Vice President of Borden Excavating INC, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/23/25 [date], at Calimesa [city], California [state].

Name of Bidder Borden Excavating INC

Signature 

Name Bryce Borden

Title Vice President

1.6 Iran Contracting Act Certification.

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: 

Printed Name: Bryce Borden

Title: Vice President

Firm Name: Borden Excavating INC

Date: 7/23/25

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: Borden Excavating INC

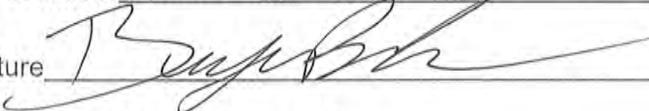
DIR Registration Number: 1000001975

DIR Registration Expiration: 6/30/2027

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Borden Excavating INC

Signature 

Name and Title Bryce Borden, VP

Dated 07/23/25

*San Geronio Pass Water Agency
County Line Recharge Basin Project*

1.8 Contractor's Certificate Regarding Workers' Compensation.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Borden Excavating INC
Signature 
Name Bryce Borden
Title Vice President
Dated 07/23/25

1.9 Fleet Compliance Certification

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Borden Excavating INC
Signature: 
Name: Bryce Borden
Title: Vice President
Date: 07/23/25

1.10 Anti-Lobbying Certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. A copy of this form is included as part of the EPA Funding Requirements section of the Contract Documents.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bryce Borden, VP

Typed Name & Title of Authorized Representative

 7-23-25

Signature and Date of Authorized Representative

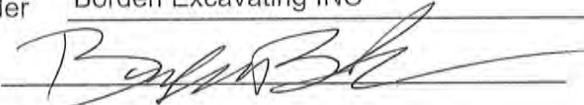
1.11 Debarment and Suspension Certification

Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532

Contractor certifies that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement.
- (f) Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of any Contract entered into pursuant to this procurement, or pursuance of legal remedies, including suspension and debarment.

Name of Bidder Borden Excavating INC

Signature 

Name Bryce Borden

Title Vice President

Dated 07/23/25

1.12 Executive Order N-6-22 Certification

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with BWD funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the BWD funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature: 

Printed Name: Bryce Borden

Title: Vice President

Firm Name: Bryce Borden

Date: 07/23/25

Bid Results

Bidder Details

Vendor Name Borden Excavating, Inc.
Address 1014 2nd Street
 Calimesa, California 92320
 United States
Respondee Shaun Borden
Respondee Title President
Phone 951-543-5856
Email shaun@bei.bid
Vendor Type CADIR
License # 741879

Bid Detail

Bid Format Electronic
Submitted 07/23/2025 9:54 AM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 440003

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Package CL.pdf	Bid Package CL.pdf	Bidding Documents

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
BID SCHEDULE I							\$57,000.00		
1	101		Insurances, Licenses, and Permits (Entire Project)	LS	1	\$10,000.00	\$10,000.00	Yes	
2	102		Encroachment Permit(s) and Related Inspection Fees (Allowance)	LS	1	\$15,000.00	\$15,000.00	Yes	
3	102		Prepare and Maintain Critical Path Method and Project Schedule (Entire Project)	LS	1	\$1,000.00	\$1,000.00	Yes	
4	103		Traffic Control (Entire Project)	LS	1	\$20,000.00	\$20,000.00	Yes	
5	104		Erosion Control and NPDES (Entire Project)	LS	1	\$10,000.00	\$10,000.00	Yes	
6	105		Environmental Mitigation Monitoring and Reporting Program (MMRP) Compliance	LS	1	\$1,000.00	\$1,000.00	Yes	
BID SCHEDULE II							\$2,441,650.02		
7	201		Mobilization	LS	1	\$50,000.00	\$50,000.00	Yes	
8	202		Clear & Grub, Demolition, and Site Preparation	LS	1	\$19,000.00	\$19,000.00	Yes	
9	203		Over-excavation	CY	3135	\$16.00	\$50,160.00	Yes	
10	204		Cut	CY	72808	\$2.00	\$145,616.00	Yes	
11	205		Structural Fill	CY	5093	\$16.00	\$81,488.00	Yes	
12	206		Export	CY	67715	\$16.00	\$1,083,440.00	Yes	
13	207		Rough Grade Site	SF	253420	\$0.35	\$88,697.00	Yes	
14	208		Final Grade Site	SF	253420	\$0.50	\$126,710.00	Yes	
15	209		Recharge Basin Ripping - Bottom	SF	82673	\$0.37	\$30,589.01	Yes	
16	210		Recharge Basin Ripping - Side Slopes	SF	27451	\$0.51	\$14,000.01	Yes	
17	211		Construct 3" Asphalt Concrete Pavement (Over Base)	Ton	246	\$183.00	\$45,018.00	Yes	
18	212		Construct 6" Class II Aggregate Base	Ton	440	\$33.00	\$14,520.00	Yes	
19	213		Construct 6" Class II Aggregate Base on Native Soils	Ton	1638	\$33.00	\$54,054.00	Yes	
20	214		Construct 6" PCC Concrete Apron on Native Soils (40' width)	SF	2436	\$18.00	\$43,848.00	Yes	
21	215		Construct 6" PCC Concrete Apron on Native Soils (variable width)	SF	478	\$22.00	\$10,516.00	Yes	
22	216		Construct 6" Curb per SPPWC Standard 120-2, Type A1-6	LF	173	\$38.00	\$6,574.00	Yes	
23	217		Install 24" RCP Drain Pipe	LF	98	\$260.00	\$25,480.00	Yes	
24	218		Install 18" RCP Drain Pipe	LF	70	\$300.00	\$21,000.00	Yes	
25	219		Install 12" RCP Drain Pipe	LF	290	\$200.00	\$58,000.00	Yes	
26	220		Construct Reinforced Concrete Sump	Each	1	\$7,000.00	\$7,000.00	Yes	
27	221		Construct Staff Gauge	Each	3	\$2,500.00	\$7,500.00	Yes	
28	222		Construct U-Type Reinforced Concrete Headwall	Each	4	\$8,000.00	\$32,000.00	Yes	
29	223		Construct Wing-Type Reinforced Concrete Headwall	Each	2	\$8,500.00	\$17,000.00	Yes	
30	224		Construct Gravity Headwall	Each	1	\$6,000.00	\$6,000.00	Yes	
31	225		Install 12" Water F-25 Medium Duty Drainage Gate, or Approved Equal	Each	2	\$4,500.00	\$9,000.00	Yes	
32	226		Install 24" x 24" Catch Basin with Steel Traffic Grate, FloGard FGP-24F Insert Filter, and 12" Open Sump with Gravel Bottom	Each	3	\$6,000.00	\$18,000.00	Yes	
33	227		Construct Concrete Pipe Inlet Riser per Caltrans STD. D75B, Type GCP with Grated Inlet per Caltrans STD. D77B, Type 36R	Each	1	\$11,500.00	\$11,500.00	Yes	
34	228		Construct Rock Outlet Protection, Class II, Placement B	Ton	33	\$230.00	\$7,590.00	Yes	
35	229		Construct Concreted Rock Lined Channel, Class II	LF	154	\$244.00	\$37,576.00	Yes	
36	230		Construct Rock Slope and Outlet Protection, Class VI, Placement A	Ton	376	\$90.00	\$33,840.00	Yes	
37	231		Install Concrete Wheel Stop in Accessible Parking Space	Each	2	\$800.00	\$1,600.00	Yes	
38	232		Paint 4" White Parking Space Stripe	LF	120	\$22.00	\$2,640.00	Yes	
39	233		Demo Existing Irrigation Structure	Each	1	\$9,600.00	\$9,600.00	Yes	
40	234		Protect Existing Power Pole and Guy Wire in Place	LS	1	\$500.00	\$500.00	Yes	
41	235		Cut and Remove Abandoned Pipelines to Limits of Grading Conflict	LF	760	\$3.00	\$2,280.00	Yes	
42	236		Adjust Existing Manhole to Grade	Each	1	\$3,000.00	\$3,000.00	Yes	
43	237		Install 1" Water Service and 3/4" Meter	Each	1	\$7,500.00	\$7,500.00	Yes	
44	238		Construct 24" CSP Grated Inlet	Each	1	\$4,600.00	\$4,600.00	Yes	
45	239		Construct 20"x20" Masonry Column with Stone Veneer and 2" Pyramidal Cap	Each	2	\$5,500.00	\$11,000.00	Yes	
46	240		Install 7' High Welded Steel Fence	LF	80	\$82.00	\$6,560.00	Yes	
47	241		Install 7' High Welded Steel Sliding Gate	Each	1	\$4,500.00	\$4,500.00	Yes	
48	242		Install 6' High Chain Link Fence with Barbed Wire	LF	2550	\$49.00	\$124,950.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
49	243		Install 6' Wide Chain Link Swing Gate with Barbed Wire	Each	2	\$1,000.00	\$2,000.00	Yes	
50	244		Install 6' Wide Chain Link Swing Gate with Barbed Wire	Each	1	\$1,500.00	\$1,500.00	Yes	
51	245		Install 6' Wide Chain Link Swing Gate with Barbed Wire	Each	2	\$2,000.00	\$4,000.00	Yes	
52	246		Remove and Dispose of Existing Fence	LF	1741	\$5.00	\$8,705.00	Yes	
53	247		Construct Sandbag Check Dam	Each	21	\$200.00	\$4,200.00	Yes	
54	248		Install Silt Fence	LF	2670	\$2.00	\$5,340.00	Yes	
55	249		Install Fiber Roll Slope Protection	LF	8830	\$3.00	\$26,490.00	Yes	
56	250		Construct Stabilized Construction Entrance	Each	3	\$3,000.00	\$9,000.00	Yes	
57	251		Construct Storm Drain Inlet Protection	Each	3	\$1,500.00	\$4,500.00	Yes	
58	252		Construct Concrete Washout Area	Each	2	\$700.00	\$1,400.00	Yes	
59	253		Construct Material Delivery and Storage Area	Each	2	\$1,500.00	\$3,000.00	Yes	
60	254		Construct Sanitary/Waste Management Facilities	Each	2	\$800.00	\$1,600.00	Yes	
61	255		Apply hydraulic seed and mulch	SF	49876	\$0.25	\$12,469.00	Yes	
62	256		Construct Anti-Seep Collars	Each	2	\$11,500.00	\$23,000.00	Yes	
BID SCHEDULE III							\$1,821,789.48		
63	301		Mobilization	LS	1	\$31,014.48	\$31,014.48	Yes	
64	302		Testing and Hydrostatic Pressure Testing	LS	1	\$5,000.00	\$5,000.00	Yes	
65	303		Striping and Signage Repair	LS	1	\$7,000.00	\$7,000.00	Yes	
66	304		Join Existing Water Main and Provide Temporary CIPP Lining Access	Each	1	\$20,000.00	\$20,000.00	Yes	
67	305		Install 14" PVC C-900 DR-14 Pipe, Bedding, and Backfill	LF	1065	\$250.00	\$266,250.00	Yes	
68	306		Install 14" Elbow with Megalug Restraints	Each	17	\$4,000.00	\$68,000.00	Yes	
69	307		Install 14" Butterfly Valve	Each	2	\$11,000.00	\$22,000.00	Yes	
70	308		Install 6" Dry Barrel Blow-Off Assembly	Each	1	\$18,000.00	\$18,000.00	Yes	
71	309		Install 4" Dry Barrel Blow-Off Assembly	Each	1	\$22,000.00	\$22,000.00	Yes	
72	310		Install 2" Air-Vacuum Valve Assembly	Each	2	\$10,500.00	\$21,000.00	Yes	
73	311		Install Pipe Barricade	Each	1	\$2,000.00	\$2,000.00	Yes	
74	312		Bore and Jack 30" Casing	LF	34	\$3,500.00	\$119,000.00	Yes	
75	313		Repair Trench for Water Mains and Appurtenances	LF	571	\$60.00	\$34,260.00	Yes	
76	314		Repair Trench for Water Mains and Appurtenances (omit T-cut)	LF	359	\$57.00	\$20,463.00	Yes	
77	315		Install Flow Meter and Vault Assembly	Each	1	\$67,000.00	\$67,000.00	Yes	
78	316		Install 14" Waterman Industries F-25 Medium Duty Drainage Gate	Each	1	\$3,500.00	\$3,500.00	Yes	
79	317A.		CIPP Lining - Preliminary Inspection	LF	5060	\$2.00	\$10,120.00	Yes	
80	317B.		CIPP Lining - Pipeline Cleaning (Hydro-Cleaning Method)	LF	5060	\$10.00	\$50,600.00	Yes	
81	317C.		CIPP Lining - Pre-lining Inspection	LF	5060	\$2.00	\$10,120.00	Yes	
82	317D.		CIPP Lining - Liner Installation	LF	5060	\$80.00	\$404,800.00	Yes	
83	317E.		CIPP Lining - Reinstate Connection(s)	Each	1	\$800.00	\$800.00	Yes	
84	317F.		CIPP Lining - Post-Install Inspection	LF	5060	\$2.00	\$10,120.00	Yes	
85	318		Install Concrete Utility Vault and Manhole with Flanged Cut-In Pipe Segment	Each	9	\$49,500.00	\$445,500.00	Yes	
86	319		Remove Existing Butterfly Valve and/or Fittings and Replace with 14" PVC C-900 DR-14 Pipe and Fittings	Each	5	\$6,500.00	\$32,500.00	Yes	
87	320		Remove Existing 12" Steel Pipeline and Replace with 14" PVC C-900 DR-14 Pipe	LF	20	\$1,000.00	\$20,000.00	Yes	
88	321		Repair Trench and Restore Pavement	SF	970	\$54.00	\$52,380.00	Yes	
89	322		Restore Existing Concrete in Like Kind	SF	456	\$100.00	\$45,600.00	Yes	
90	323		Protect and Support Existing Underground Utility	LF	98	\$93.00	\$9,114.00	Yes	
91	324		Cut and Remove Abandoned Pipeline	LF	57	\$64.00	\$3,648.00	Yes	
BID SCHEDULE IV							\$96,200.00		
92	401		Mobilization	LS	1	\$7,500.00	\$7,500.00	Yes	
93	402		Testing, Hydrostatic Pressure Testing, Chlorination, and Water Quality Testing	LS	1	\$1,500.00	\$1,500.00	Yes	
94	403		Join Existing Water Main	Each	2	\$360.00	\$720.00	Yes	
95	404		Install 8" PVC C-900 DR-14 Pipe, Bedding, and Backfill	LF	469	\$120.00	\$56,280.00	Yes	
96	405		Install 8" x 6" Reducer	Each	1	\$1,700.00	\$1,700.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
97	406		Install 8" 90 Elbow	Each	1	\$1,700.00	\$1,700.00	Yes	
98	407		Install 8" 45 Elbow	Each	4	\$1,500.00	\$6,000.00	Yes	
99	408		Install 8" Gate Valve	Each	2	\$3,400.00	\$6,800.00	Yes	
100	409		Install 1" Air-Vacuum Valve Assembly	Each	1	\$8,500.00	\$8,500.00	Yes	
101	410		Install Pipe Barricade	Each	2	\$1,000.00	\$2,000.00	Yes	
102	411		Install Thrust Block	Each	5	\$500.00	\$2,500.00	Yes	
103	412		Abandon Existing Watermain	Each	1	\$1,000.00	\$1,000.00	Yes	
BID SCHEDULE V							\$421,091.50		
104	501		Mobilization	LS	1	\$5,000.00	\$5,000.00	Yes	
105	502		Cold Plane Pavement 1.5"	SF	22411	\$1.00	\$22,411.00	Yes	
106	503		Sawcut and Remove Existing Asphalt, Base, and Subgrade (7" Depth)	SF	14391	\$2.50	\$35,977.50	Yes	
107	504		Sawcut and Remove Existing Asphalt, Base, and Subgrade (Variable Depth)	SF	12498	\$2.50	\$31,245.00	Yes	
108	505		Remove Existing AC Berm	LF	363	\$9.00	\$3,267.00	Yes	
109	506		Remove & Replace Concrete Driveway to Match Existing	SF	595	\$18.00	\$10,710.00	Yes	
110	507		Construct 3" A.C. Pavement (Over Base)	Ton	261	\$183.00	\$47,763.00	Yes	
111	508		Construct 4" Miscellaneous Aggregate Base	Ton	313	\$44.00	\$13,772.00	Yes	
112	509		Construct 3" A.C. Pavement (Over Base)	Ton	126	\$183.00	\$23,058.00	Yes	
113	510		Construct 6" Class II Base	Ton	227	\$44.00	\$9,988.00	Yes	
114	511		Construct 5" Minimum A.C. Pavement Over Compacted Native Soil	Ton	418	\$183.00	\$76,494.00	Yes	
115	512		Overlay Pavement 1.5"	Ton	138	\$183.00	\$25,254.00	Yes	
116	513		Overlay Pavement Variable Thickness (1.5" min.)	Ton	151	\$183.00	\$27,633.00	Yes	
117	514		Construct 6" Traversable Dike	LF	57	\$111.00	\$6,327.00	Yes	
118	515		Construct 6" Asphalt Dike	LF	21	\$111.00	\$2,331.00	Yes	
119	516		Construct Type A-8 Curb & Gutter	LF	249	\$48.00	\$11,952.00	Yes	
120	517		Construct Type A-6 Curb & Gutter	LF	155	\$45.00	\$6,975.00	Yes	
121	518		Construct Commercial Drive Approach	Each	1	\$12,100.00	\$12,100.00	Yes	
122	519		Construct Residential Drive Approach	Each	2	\$6,000.00	\$12,000.00	Yes	
123	520		Construct Concrete Sidewalk Adjacent to Curb	SF	1344	\$16.00	\$21,504.00	Yes	
124	521		Transition from 8" Curb Face to Existing 10" Curb Face	Each	1	\$2,000.00	\$2,000.00	Yes	
125	522		Protect in Place Existing Power Pole	Each	2	\$500.00	\$1,000.00	Yes	
126	523		Protect in Place Existing Valve	Each	8	\$100.00	\$800.00	Yes	
127	524		Protect in Place Existing Manhole	Each	2	\$100.00	\$200.00	Yes	
128	525		Adjust Valve to Grade	Each	4	\$100.00	\$400.00	Yes	
129	526		Adjust Sewer Manhole to Grade	Each	3	\$1,500.00	\$4,500.00	Yes	
130	527		Adjust Existing Fire Hydrant	Each	1	\$2,500.00	\$2,500.00	Yes	
131	528		Relocate Existing Mailbox	Each	2	\$100.00	\$200.00	Yes	
132	529		Remove and Replace Existing Street Sign	Each	1	\$200.00	\$200.00	Yes	
133	530		Install Channelizers at 12' O.C.	Each	4	\$200.00	\$800.00	Yes	
134	531		Install Type N-2(CA) Object Marker Sign	Each	1	\$200.00	\$200.00	Yes	
135	532		Paint Right Edge Line	LF	30	\$22.00	\$660.00	Yes	
136	533		Apply Stop Line with Temporary Traffic Paint	LF	10	\$22.00	\$220.00	Yes	
137	534		Apply Pavement Legend with Temporary Traffic Paint	SF	75	\$22.00	\$1,650.00	Yes	
BID SCHEDULE VI							\$109,491.00		
138	601		Construct Irrigation Improvements	LS	1	\$65,000.00	\$65,000.00	Yes	
139	602		Groundcovers - Decomposed Granite	SF	3248	\$5.00	\$16,240.00	Yes	
140	603		Groundcovers - Wood Mulch	SF	2465	\$4.00	\$9,860.00	Yes	
141	604		Trees 24" Box - Prosopis Alba Colorado (Colorado Mesquite)	Each	4	\$800.00	\$3,200.00	Yes	
142	605		Trees 24" Box - Pinus Eldarica (Afghan Pine)	Each	6	\$800.00	\$4,800.00	Yes	
143	606		Trees 24" Box - Podocarpus Gracilior (Fern Pine)	Each	1	\$500.00	\$500.00	Yes	
144	607		Shrubs 5 Gal. - Leucophyllum Frutescens 'Green Cloud' TM (Green Cloud Texas Sage)	Each	26	\$30.00	\$780.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
145	608		Grasses 1 Gal. - Muhlenbergia Capillaris 'Regal Mist' TM (Regal Mist Pink Muhly Grass)	Each	18	\$11.00	\$198.00	Yes	
146	609		Perennials 5 Gal. - Kniphofia Uvaria 'Pfitzer's Hybrid Mix' (Kniphofia Red Hot Poker)	Each	22	\$38.00	\$836.00	Yes	
147	610		Shrub Cover 5 Gal. - Acacia Redolens 'Low Boy' (Low Boy Bank Catclaw)	Each	27	\$32.00	\$864.00	Yes	
148	611		Shrub Cover 5 Gal. - Juniperus Squamata 'Blue Carpet' (Blue Carpet Juniper)	Each	25	\$40.00	\$1,000.00	Yes	
149	612		Succulents 5 Gal. - Hesperaloe Parviflora (Red Yucca)	Each	24	\$32.00	\$768.00	Yes	
150	613		Granite Boulders - Locally sourced Granite	Each	33	\$165.00	\$5,445.00	Yes	

Line Item Subtotals

Section Title	Line Total
BID SCHEDULE I	\$57,000.00
BID SCHEDULE II	\$2,441,650.02
BID SCHEDULE III	\$1,821,789.48
BID SCHEDULE IV	\$96,200.00
BID SCHEDULE V	\$421,091.50
BID SCHEDULE VI	\$109,491.00
Grand Total	\$4,947,222.00

ATTACHMENT C
JAMES MCMINN INC. BID

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received via PlanetBids, link in Notice of Inviting Bids , until **10:00 a.m. on Wednesday July 23, 2025.**

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

COUNTY LINE RECHARGE BASIN PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1(7/14/25)

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Fleet Compliance Certification form.
6. Attached is the completed Public Works Contractor Registration Certification form.
7. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
8. Attached is the completed Bidder Information and Experience form.
9. Attached is the completed Anti-Lobbying Certification
10. Attached is the completed Debarment and Suspension Certification
11. Attached is the completed Executive Order N-22 Certification.

A. BID SCHEDULE

see planet bids

BID SCHEDULE I

General Items (applicable to Entire Project)

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
101.	Insurances, Licenses, and Permits (Entire Project)	Lump Sum	1	\$ _____	\$ _____
102.	Encroachment Permit(s) and Related Inspection Fees (Allowance)	Lump Sum	1	\$ <u>15,000</u>	\$ <u>15,000</u>
102.	Prepare and Maintain Critical Path Method and Project Schedule (Entire Project)	Lump Sum	1	\$ _____	\$ _____
103.	Traffic Control (Entire Project)	Lump Sum	1	\$ _____	\$ _____
104.	Erosion Control and NPDES (Entire Project)	Lump Sum	1	\$ _____	\$ _____
105.	Environmental Mitigation Monitoring and Reporting Program (MMRP) Compliance	Lump Sum	1	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE I (SUM OF BID ITEMS 101-105):

\$ _____
Net Bid Schedule I Price in Numbers

Net Bid Schedule I Price in Written Form

BID SCHEDULE II

PRECISE GRADING & EROSION CONTROL PLAN

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
201.	Mobilization	Lump Sum	1	\$ _____	\$ _____
202.	Clear & Grub, Demolition, and Site Preparation	Lump Sum	1	\$ _____	\$ _____

see planet bids

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
203.	Over-excavation	Cubic Yard	3,135	\$ _____	\$ _____
204.	Cut	Cubic Yard	72,808	\$ _____	\$ _____
205.	Structural Fill	Cubic Yard	5,093	\$ _____	\$ _____
206.	Export	Cubic Yard	67,715	\$ _____	\$ _____
207.	Rough Grade Site	Square Foot	253,420	\$ _____	\$ _____
208.	Final Grade Site	Square Foot	253,420	\$ _____	\$ _____
209.	Recharge Basin Ripping – Bottom	Square Foot	82,673	\$ _____	\$ _____
210.	Recharge Basin Ripping – Side Slopes	Square Foot	27,451	\$ _____	\$ _____
211.	Construct 3" Asphalt Concrete Pavement (Over Base)	Ton	246	\$ _____	\$ _____
212.	Construct 6" Class II Aggregate Base	Ton	440		
213.	Construct 6" Class II Aggregate Base on Native Soils	Ton	1,638	\$ _____	\$ _____
214.	Construct 6" PCC Concrete Apron on Native Soils (40' width)	Square Foot	2,436	\$ _____	\$ _____
215.	Construct 6" PCC Concrete Apron on Native Soils (variable width)	Square Foot	478	\$ _____	\$ _____
216.	Construct 6" Curb per SPPWC Standard 120-2, Type A1-6	Square Linear Foot	173	\$ _____	\$ _____
217.	Install 24" RCP Drain Pipe	Linear Foot	98	\$ _____	\$ _____
218.	Install 18" RCP Drain Pipe	Linear Foot	70	\$ _____	\$ _____
219.	Install 12" RCP Drain Pipe	Linear Foot	290	\$ _____	\$ _____
220.	Construct Reinforced Concrete Sump	Each	1	\$ _____	\$ _____
221.	Construct Staff Gauge	Each	3	\$ _____	\$ _____

see planet bids

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
222.	Construct U-Type Reinforced Concrete Headwall	Each	4	\$ _____	\$ _____
223.	Construct Wing-Type Reinforced Concrete Headwall	Each	2	\$ _____	\$ _____
224.	Construct Gravity Headwall	Each	1	\$ _____	\$ _____
225.	Install 12" Water F-25 Medium Duty Drainage Gate, or Approved Equal	Each	2	\$ _____	\$ _____
226.	Install 24" x 24" Catch Basin with Steel Traffic Grate, FloGard FGP-24F Insert Filter, and 12" Open Sump with Gravel Bottom	Each	3	\$ _____	\$ _____
227.	Construct Concrete Pipe Inlet Riser per Caltrans STD. D75B, Type GCP with Grated Inlet per Caltrans STD. D77B, Type 36R	Each	1	\$ _____	\$ _____
228.	Construct Rock Outlet Protection, Class II, Placement B	Ton	33	\$ _____	\$ _____
229.	Construct Concreted Rock Lined Channel, Class II	Linear Foot	154	\$ _____	\$ _____
230.	Construct Rock Slope and Outlet Protection, Class VI, Placement A	Ton	376	\$ _____	\$ _____
231.	Install Concrete Wheel Stop in Accessible Parking Space	Each	2	\$ _____	\$ _____
232.	Paint 4" White Parking Space Stripe	Linear Foot	120	\$ _____	\$ _____
233.	Demo Existing Irrigation Structure	Each	1	\$ _____	\$ _____
234.	Protect Existing Power Pole and Guy Wire in Place	Lump Sum	1	\$ _____	\$ _____
235.	Cut and Remove Abandoned Pipelines to Limits of Grading Conflict	Linear Foot	760	\$ _____	\$ _____
236.	Adjust Existing Manhole to Grade	Each	1	\$ _____	\$ _____
237.	Install 1" Water Service and 3/4" Meter	Each	1	\$ _____	\$ _____
238.	Construct 24" CSP Grated Inlet	Each	1	\$ _____	\$ _____
239.	Construct 20"x20" Masonry Column with Stone Veneer and 2" Pyramidal Cap	Each	2	\$ _____	\$ _____
240.	Install 7' High Welded Steel Fence	Linear Foot	80	\$ _____	\$ _____

see planet bids

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
241.	Install 7' High Welded Steel Sliding Gate	Each	1	\$ _____	\$ _____
242.	Install 7 6' High Chain Link Fence with Barbed Wire	Linear Foot	2,550	\$ _____	\$ _____
243.	Install 12' Wide Chain Link Swing Gate with Barbed Wire	Each	2	\$ _____	\$ _____
244.	Install 15' Wide Chain Link Swing Gate with Barbed Wire	Each	1	\$ _____	\$ _____
245.	Install 20' Wide Chain Link Swing Gate with Barbed Wire	Each	4 2	\$ _____	\$ _____
246.	Remove and Dispose of Existing Fence	Linear Foot	4 1,741	\$ _____	\$ _____
247.	Construct Sandbag Check Dam	Each	21	\$ _____	\$ _____
248.	Install Silt Fence	Linear Foot	2,670	\$ _____	\$ _____
249.	Install Fiber Roll Slope Protection	Linear Foot	8,830	\$ _____	\$ _____
250.	Construct Stabilized Construction Entrance	Each	3	\$ _____	\$ _____
251.	Construct Storm Drain Inlet Protection	Each	3	\$ _____	\$ _____
252.	Construct Concrete Washout Area	Each	2	\$ _____	\$ _____
253.	Construct Material Delivery and Storage Area	Each	2	\$ _____	\$ _____
254.	Construct Sanitary/Waste Management Facilities	Each	2	\$ _____	\$ _____
255.	Apply hydraulic seed and mulch	Square Foot	49,876	\$ _____	\$ _____
256.	Construct Anti-Seep Collars	Each	2	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE II (SUM OF BID ITEMS 201-256 253):

\$ _____
Net Bid Schedule II Price in Numbers

Net Bid Schedule II Price in Written Form

see planet bids

BID SCHEDULE III

RAW WATERLINE EXTENSION AND REHABILITATION PLAN

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
301.	Mobilization	Lump Sum	1	\$ _____	\$ _____
302.	Testing and Hydrostatic Pressure Testing	Lump Sum	1	\$ _____	\$ _____
303.	Striping and Signage Repair	Lump Sum	1	\$ _____	\$ _____
304.	Join Existing Water Main and Provide Temporary CIPP Lining Access	Each	1	\$ _____	\$ _____
305.	Install 14" PVC C-900 DR-14 Pipe, Bedding, and Backfill	Linear Foot	1,065	\$ _____	\$ _____
306.	Install 14" Elbow with Megalug Restraints	Each	17	\$ _____	\$ _____
307.	Install 14" Butterfly Valve	Each	2	\$ _____	\$ _____
308.	Install 6" Dry Barrel Blow-Off Assembly	Each	1	\$ _____	\$ _____
309.	Install 4" Dry Barrel Blow-Off Assembly	Each	1	\$ _____	\$ _____
310.	Install 2" Air-Vacuum Valve Assembly	Each	2	\$ _____	\$ _____
311.	Install Pipe Barricade	Each	1	\$ _____	\$ _____
312.	Bore and Jack 30" Casing	Linear Foot	34	\$ _____	\$ _____
313.	Repair Trench for Water Mains and Appurtenances	Linear Foot	571	\$ _____	\$ _____
314.	Repair Trench for Water Mains and Appurtenances (omit T-cut)	Linear Foot	359	\$ _____	\$ _____
315.	Install Flow Meter and Vault Assembly	Each	1	\$ _____	\$ _____
316.	Install 14" Waterman Industries F-25 Medium Duty Drainage Gate	Each	1	\$ _____	\$ _____
317A.	CIPP Lining – Preliminary Inspection	Linear Foot	5,060	\$ _____	\$ _____

see planet bids

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
317B.	CIPP Lining – Pipeline Cleaning (Hydro-Cleaning Method)	Linear Foot	5,060	\$ _____	\$ _____
317C.	CIPP Lining – Pre-lining Inspection	Linear Foot	5,060	\$ _____	\$ _____
317D.	CIPP Lining – Liner Installation	Linear Foot	5,060	\$ _____	\$ _____
317E.	CIPP Lining – Reinstate Connection(s)	Each	1	\$ _____	\$ _____
317F.	CIPP Lining – Post-Install Inspection	Linear Foot	5,060	\$ _____	\$ _____
318.	Install Concrete Utility Vault and Manhole with Flanged Cut-In Pipe Segment	Each	9	\$ _____	\$ _____
319.	Remove Existing Butterfly Valve and/or Fittings and Replace with 14" PVC C-900 DR-14 Pipe and Fittings	Each	5	\$ _____	\$ _____
320.	Remove Existing 12" Steel Pipeline and Replace with 14" PVC C-900 DR-14 Pipe	Linear Foot	20	\$ _____	\$ _____
321.	Repair Trench and Restore Pavement	Square Foot	970	\$ _____	\$ _____
322.	Restore Existing Concrete in Like Kind	Square Foot	456	\$ _____	\$ _____
323.	Protect and Support Existing Underground Utility	Linear Foot	98	\$ _____	\$ _____
324.	Cut and Remove Abandoned Pipeline	Linear Foot	57	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE III (SUM OF BID ITEMS 301-324):

\$ _____
Net Bid Schedule III Price in Numbers

Net Bid Schedule III Price in Written Form

see planet bids

BID SCHEDULE IV

SMWC POTABLE WATERLINE PLAN

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
401.	Mobilization	Lump Sum	1	\$ _____	\$ _____
402.	Testing, Hydrostatic Pressure Testing, Chlorination, and Water Quality Testing	Lump Sum	1	\$ _____	\$ _____
403.	Join Existing Water Main	Each	2	\$ _____	\$ _____
404.	Install 8" PVC C-900 DR-14 Pipe, Bedding, and Backfill	Linear Foot	469	\$ _____	\$ _____
405.	Install 8" x 6" Reducer	Each	1	\$ _____	\$ _____
406.	Install 8" 90° Elbow	Each	1	\$ _____	\$ _____
407.	Install 8" 45° Elbow	Each	4	\$ _____	\$ _____
408.	Install 8" Gate Valve	Each	2	\$ _____	\$ _____
409.	Install 1" Air-Vacuum Valve Assembly	Each	1	\$ _____	\$ _____
410.	Install Pipe Barricade	Each	2	\$ _____	\$ _____
411.	Install Thrust Block	Each	5	\$ _____	\$ _____
412.	Abandon Existing Watermain	Each	1	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE IV (SUM OF BID ITEMS 401-412):

\$ _____
Net Bid Schedule IV Price in Numbers

Net Bid Schedule IV Price in Written Form

see planet bids

BID SCHEDULE V

STREET IMPROVEMENT PLAN

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
501.	Mobilization	Lump Sum	1	\$ _____	\$ _____
502.	Cold Plane Pavement 1.5"	Square Foot	22,411		
503.	Sawcut and Remove Existing Asphalt, Base, and Subgrade (7" Depth)	Square Foot	14,391	\$ _____	\$ _____
504.	Sawcut and Remove Existing Asphalt, Base, and Subgrade (Variable Depth)	Square Foot	12,498	\$ _____	\$ _____
505.	Remove Existing AC Berm	Linear Foot	363	\$ _____	\$ _____
506.	Remove & Replace Concrete Driveway to Match Existing	Square Foot	595	\$ _____	\$ _____
507.	Construct 3" A.C. Pavement (Over Base)	Ton	261	\$ _____	\$ _____
508.	Construct 4" Miscellaneous Aggregate Base	Ton	313	\$ _____	\$ _____
509.	Construct 3" A.C. Pavement (Over Base)	Ton	126	\$ _____	\$ _____
510.	Construct 6" Class II Base	Ton	227		
511.	Construct 5" Minimum A.C. Pavement Over Compacted Native Soil	Ton	418	\$ _____	\$ _____
512.	Overlay Pavement 1.5"	Linear Foot Ton	138	\$ _____	\$ _____
513.	Overlay Pavement Variable Thickness (1.5" min.)	Linear Foot Ton	151	\$ _____	\$ _____
514.	Construct 6" Traversable Dike	Linear Foot	57	\$ _____	\$ _____
515.	Construct 6" Asphalt Dike	Linear Foot	21	\$ _____	\$ _____
516.	Construct Type A-8 Curb & Gutter	Linear Foot	249	\$ _____	\$ _____

see planet bids

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
517.	Construct Type A-6 Curb & Gutter	Linear Foot	155	\$ _____	\$ _____
518.	Construct Commercial Drive Approach	Each	1	\$ _____	\$ _____
519.	Construct Residential Drive Approach	Each	2	\$ _____	\$ _____
520.	Construct Concrete Sidewalk Adjacent to Curb	Square Foot	1,344	\$ _____	\$ _____
521.	Transition from 8" Curb Face to Existing 10" Curb Face	Each	1	\$ _____	\$ _____
522.	Protect in Place Existing Power Pole	Each	2	\$ _____	\$ _____
523.	Protect in Place Existing Valve	Each	8	\$ _____	\$ _____
524.	Protect in Place Existing Manhole	Each	2	\$ _____	\$ _____
525.	Adjust Valve to Grade	Each	4	\$ _____	\$ _____
526.	Adjust Sewer Manhole to Grade	Each	3	\$ _____	\$ _____
527.	Adjust Existing Fire Hydrant	Each	1	\$ _____	\$ _____
528.	Relocate Existing Mailbox	Each	2	\$ _____	\$ _____
529.	Remove and Replace Existing Street Sign	Each	1	\$ _____	\$ _____
530.	Install Channelizers at 12' O.C.	Each	4	\$ _____	\$ _____
531.	Install Type N-2(CA) Object Marker Sign	Each	1	\$ _____	\$ _____
532.	Paint Right Edge Line	Linear Foot	30	\$ _____	\$ _____
533.	Apply Stop Line with Temporary Traffic Paint	Linear Foot	10	\$ _____	\$ _____
534.	Apply Pavement Legend with Temporary Traffic Paint	Square Foot	75	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE V (SUM OF BID ITEMS 501-534):

\$ _____
Net Bid Schedule V Price in Numbers

Net Bid Schedule V Price in Written Form

see planet bids

BID SCHEDULE VI

LANDSCAPE ARCHITECTURAL PLANS

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
601.	Construct Irrigation Improvements	Lump Sum	1	\$ _____	\$ _____
602.	Groundcovers – Decomposed Granite	Square Foot	3,248	\$ _____	\$ _____
603.	Groundcovers – Wood Mulch	Square Foot	2,465	\$ _____	\$ _____
604.	Trees 24” Box – Prosopis Alba Colorado (Colorado Mesquite)	Each	4	\$ _____	\$ _____
605.	Trees 24” Box – Pinus Eldarica (Afghan Pine)	Each	6	\$ _____	\$ _____
606.	Trees 24” Box – Podocarpus Gracilior (Fern Pine)	Each	1	\$ _____	\$ _____
607.	Shrubs 5 Gal. – Leucophyllum Frutescens ‘Green Cloud’ TM (Green Cloud Texas Sage)	Each	26	\$ _____	\$ _____
608.	Grasses 1 Gal. – Muhlenbergia Capillaris ‘Regal Mist’ TM (Regal Mist Pink Muhly Grass)	Each	18	\$ _____	\$ _____
609.	Perennials 5 Gal. – Kniphofia Uvaria ‘Pfitzer’s Hybrid Mix’ (Kniphofia Red Hot Poker)	Each	22	\$ _____	\$ _____
610.	Shrub Cover 5 Gal. – Acacia Redolens ‘Low Boy’ (Low Boy Bank Catclaw)	Each	27	\$ _____	\$ _____
611.	Shrub Cover 5 Gal. – Juniperus Squamata ‘Blue Carpet’ (Blue Carpet Juniper)	Each	25	\$ _____	\$ _____
612.	Succulents 5 Gal. – Hesperaloe Parviflora (Red Yucca)	Each	24	\$ _____	\$ _____
613.	Boulders – Locally Sourced Granite	Each	33	\$ _____	\$ _____

NET PRICE FOR BID SCHEDULE VI (SUM OF BID ITEMS 601-613 612):

\$ _____
Net Bid Schedule VI Price in Numbers

Net Bid Schedule VI Price in Written Form

BID SUMMARY

SUB-TOTAL FOR BID SCHEDULES I, II, III, IV, V, AND VI		SUB-TOTAL
\$ _____		
BID ADDITIONS/DEDUCTIONS	TOTAL	\$ _____
TOTAL BASE BID FOR SCHED I, II, III, IV, V, AND VI	TOTAL	\$ _____

_____ Base Bid Price in Written Form

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the Agency will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Agency makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULES I, II, III, IV, V, & VI TOTAL OF UNIT PRICES	
\$ _____	Total Bid Price in Numbers
\$ _____	Total Bid Price in Written Form
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

see planet bids

The undersigned agrees that this Bid Form constitutes a firm offer to the Agency which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the Agency and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the Agency's sole discretion. The Agency can choose to include any, all, or none of the Alternate Bid items in the Work. If the Agency selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work.

Alternate Bid Item

The below Alternative Bid Item SHALL NOT be included as part of the Base Bid.

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
AB1.	24" HDPE Pipe ¹	Linear Foot	98	\$ _____	\$ _____
AB2.	18" HDPE Pipe ¹	Linear Foot	70	\$ _____	\$ _____
AB3.	12" HDPE Pipe ¹	Linear Foot	290	\$ _____	\$ _____
AB4.	14" Ductile Iron Pipe, Bedding, and Backfill ²	Linear Foot	1,065	\$ _____	\$ _____
AB5.	8" Ductile Iron Pipe, Bedding, and Backfill ²	Linear Foot	469	\$ _____	\$ _____
AB6.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	1,000	\$ _____	\$ _____
AB7.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	2,000	\$ _____	\$ _____
AB8.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	3,000	\$ _____	\$ _____
AB9.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	4,000	\$ _____	\$ _____
AB10.	CIPP Lining – Pipeline Cleaning (Mechanical and Hydro-Cleaning Method) ³	Linear Foot	5,060	\$ _____	\$ _____

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST

¹ – At the discretion of the Agency, HDPE pipe may be substituted for RCP pipe

² – At the discretion of the Agency, 14” DIP may be substituted for 14” PVC pipe. Cost at the unit price shall include change of necessary fittings, valves, restraints, and all other associated components

³ – As determined necessary by the CIPP lining sub-contractor and Engineer, cleaning of the pipeline portions requiring mechanical and hydro-cleaning methods may be substituted for hydro-cleaning only methods (Bid Item No. 317B). No section of pipeline may be charged for more than one cleaning bid item.

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #2 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #3 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #4 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #5 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #6 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #7 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #8 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #9 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #10 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the Agency provides the successful bidder with the Notice of Award.

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Riverside County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the Agency's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to San Gorgonio Pass Water Agency as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the San Gorgonio Pass Water Agency.

Bidder is an individual _____, or corporation , or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

878920 Expires: 6/30/2026 Class A

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the Agency provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the Agency, the Agency may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

***San Geronio Pass Water Agency
County Line Recharge Basin Project***

(signatures continued on next page)

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Riverside, on this 23rd day of July, 2025.



(Corporate Seal)

(Bidders Name - Print or Type)

James McMinn, President

(Name and Title)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name James McMinn Title President

Complete Address 21834 Cactus Ave, Riverside, CA 92508

Phone 909-514-1231 FAX 909-514-0553

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, **James McMinn, Inc.**, as Principal, and **Harco National Insurance Company**, as Surety and are held and firmly bound unto the San Gorgonio Pass Water Agency, hereinafter called the Agency, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to AGENCY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 23rd, 2025, for **COUNTY LINE RECHARGE BASIN PROJECT**

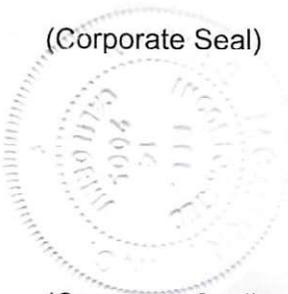
If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Agency as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Agency in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 16th day of July, 2025, the name and corporate seal of each corporation.

(Corporate Seal)



James McMinn, Inc.
Contractor/ Principal

By [Signature]

Title **President**

(Corporate Seal)



Harco National Insurance Company
Surety

By [Signature]
Attorney-in-Fact - **Bart Stewart**

(Attach Attorney-in-Fact Certificate)

Title **Attorney-in-Fact**

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 16, 2025

Irene Martin, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On July 16, 2025 before me, S. L. Holcomb, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Bart Stewart
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *S. L. Holcomb*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Note: Agency requires that Contractor shall perform at least 60% of the Work with its own forces and equipment.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Traffic Control	Road Safe Traffic Systems, Inc.	1640 Market Street Corona, Ca	930960	1000531795	1%
Survey	Hillwig-Goodrow, Inc.	31419 Outer Highway 10 suite 1-200 Redlands, CA	PLS 5137	1000014649	0.9%
Paving	Hardy and Harper, Inc.	32 Rancho Circle Lake Forest, CA 92630	215952	1000000076	5.4%

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Landscaping	Marina Landscape Inc	3707 W. Garden Grove Blvd. Orange, CA	492862	1000000079	1.8%
CIPP	Insituform	12607 Hiddencreek Way Cerritos, CA 90703	A758411	10000009689	10.6%
Erosion Control	BMP Solutions	1731 Massachusetts Ave, Riverside, CA 92507	905122	1000011868	1.8%
Storm Drain	Slater Inc.	11045 Rose Ave, Fontana, CA 92337	466576	1000008112	5.3%

(Attach additional sheets if necessary)

Name of Bidder James McMinn Inc

Signature _____

Name and Title James McMinn, President

Dated 7/23/25

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Fencing	DBA Ferreira Coastal Construction Co.	10370 Commerce Center Dr., Suite B-200, Rancho Cucamonga, CA 91730	985180	1000001634	3.6%

(Attach additional sheets if necessary)

Name of Bidder James McMinn Inc

Signature _____

Name and Title Jim McMinn, President

Dated 7/23/25

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

1.4 Material Source and Procurement Declaration

For each item listed below, the Bidder shall provide the name of the proposed manufacturer or supplier, the location of the manufacturing plant, and the estimated procurement time. Submission of this information is for evaluation and scheduling purposes only and does not constitute Owner approval of the listed sources.

Listing a manufacturer or supplier in the bid does not grant any rights under the Contract to that party. The Owner reserves the right to approve, reject, or request substitution of any proposed source. If the Owner approves a listed source, the Successful Bidder shall furnish materials or equipment from that source unless otherwise approved in writing by the Owner.

Substitutions or changes to the listed manufacturers or suppliers may be made after contract award only with written Owner approval and shall not impose any liability on the Owner.

Item	Manufacturer	Plant Location	Procurement Time
Reinforced Concrete Pipe (RCP)	Thompson Pipe Group	San Bernardino	2-3 Weeks
High-Density Polyethylene Pipe (HDPE)			
Drainage Gate	Core & Main	San Bernardino	1-2 Weeks
24"x24" Catch Basin and Insert Filter	Slater Inc.	Pour in place on site	1.5 days
1" Water Service			
Water Service Meter Box			
Corrugates Steel Catch Basin Inlet			
Chain Link Fence with Barbed Wire and Gates			
Welded Steel Fence and Gates			

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Item	Manufacturer	Plant Location	Procurement Time
Polyvinyl Chloride Pipe (PVC)			
Ductile Iron Pipe (DIP)			
Steel Casing Pipe			
Butterfly Valve			
Gate Valve			
Pipe Fittings (Misc.)			
Air Vacuum Assembly			
Blow Off Assembly			
Steel Pipe Barricade			
Flow Meter and Vault			
CIPP Lining	Sancon CIPP	5841 Engineer Drive Huntington Beach, CA 92649	2-4 weeks
Concrete Utility Vault and Manhole			
Channelizers			
Red Retroreflective Object Marker Sign			

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Item	Manufacturer	Plant Location	Procurement Time
Landscape Irrigation	Imperial, Siteone Ewing	California	Up to 14 days Standard
Landscape Planting	Fremont, Boething, New West, SunnySlope	California	Materials TBD

1.5 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: James McMinn, Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 21834 Cactus Ave. Riverside, CA

909-514-0553

909-514-1231

Facsimile Number

Telephone Number

estimating@jmige.com

Email Address

4.0 How many years has Bidder’s organization been in business as a Contractor?
20 years

5.0 How many years has Bidder’s organization been in business under its present name? 20 years

5.1 Under what other or former names has Bidder’s organization operated? N/A

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: 2/14/2005

6.2 State of Incorporation: California

6.3 President’s Name: Jim McMinn

6.4 Vice-President’s Name(s): Rick Monge

6.5 Secretary’s Name: N/A

6.6 Treasurer’s Name: N/A

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: 2/14/2005

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Grading/Earthwork

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

N/A

13.0 List Trade References:

[Brett Hood- Lennar Homes| 800-509-4979](#)

[Steve Waddell - Ironclad Civil Services | \[steve@ironcladcivilservices.com\]\(mailto:steve@ironcladcivilservices.com\)](#)

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

[Matthew Matson | Richmond American Homes | 562-441-2050](#)

14.0 List Bank References (Bank and Branch Address):

[Provident Bank, 6570 Magnolia Ave, Riverside, CA 92506](#)

15.0 Name of Bonding Company and Name and Address of Agent:

[Stewart Surety & Insurance Services, Inc.](#)

[Bart Stewart, 755 Neptune Avenue](#)

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**San Geronio Pass Water Agency
County Line Recharge Basin Project**

ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Paradise	Grading residential site	Aug-25	4.2 million
Lancaster 162	Grading residential site	Sep-25	1.1 million
Layton Desert	Grading, Commercial	Oct-25	7.7 million
Highgrove 3	Grading pads, Rock Handling	Feb-26	5.8 million
Villages North	Grading pads, Rock Handling	May-26	11 million
Brown Field	Grading Federal Bldg	Jul-26	4.1 million
RUHS	Grading High School	Mar-25	3.4 million

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder’s ability to perform the required Work.

Project	Description of Bidder’s Work	Completion Date	Cost of Bidder’s Work
Nautical	Grading residential site	Jul-25	1.9 million
Vernola	Grading residential site	Jun-25	4.7 Million
Canyon ranch	Grading residential site	May-25	1.6 million
Temp Trailer Storage	Grading Parking site	Mar-25	2.9 million
Harvest	Grading residential site	Jan-25	1.6 million
Resort at Ontario Ranch	Grading residential site	Dec-24	1.4 million
Blossom	Grading residential site	Mar-25	\$300k
Alessandro	Grading residential site	Mar-25	\$840K
Espana	Grading residential site	Mar-25	2.2 million
Emerald Ridge	Grading residential site	Jun-25	3.9 Million
Bedford 3n4	Grading residential site, FC Channel	Jun-25	4 million

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:
Project Manager: Oscar Alegre 20% , Project Engineer: Veronica Castro 25%
Superintendent: Kevin Walker 50% , Foreman: Jeff Mead 100%

2. Summarize each person's specialized education:
Oscar: Bachelor in Accounting, Jeff: Osha 30, CPR
Kevin: Osha 30, Jazwoper 40, AQMD, CPR, Fall Protection

3. List each person's years of construction experience relevant to the project:
Oscar: 29 years, Kevin: 23 years, Veronica: 10 years, Jeff: 30 years

4. Summarize such experience:
Oscar: Working on Bidding since 1996, project management since 1999. Private jobs (housing tracts, golf courses, commercial sites) and Public Works (landfills, schools, and federal jobs)
Kevin: Foreman since 2008, Superintendent since 2018. Multiple housing tracts, Schools and commercial sites
Veronica: PE since 2017 at JMI. Done multiple PW projects including schools, federal sites, and Caltrans
Jeff: Foreman since 2010. Multiple housing tracts, Basins, Schools and commercial sites

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Agency.

Changes Occuring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

N/A

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

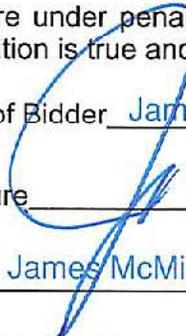
N/A

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder James McMinn Inc

Signature 

Name James McMinn

Title President

Date 7/23/25

1.5 Non-Collusion Declaration

The undersigned declares:

I am the President of James McMinn, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, and correct and that this declaration is executed on 7/23/25 [date], at Riverside [city], California [state].

Name of Bidder James McMinn

Signature _____

Name Jim McMinn

Title President

1.6 Iran Contracting Act Certification.

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: Jim McMinn

Title: President

Firm Name: James McMinn Inc

Date: 7/23/25

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: James McMinn Inc

DIR Registration Number: 1000004570

DIR Registration Expiration: 6/30/2026

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder James McMinn Inc

Signature _____

Name and Title Jim McMinn, President

Dated 7/23/25

1.8 Contractor's Certificate Regarding Workers' Compensation.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder	<u>James McMinn Inc</u>
Signature	<u></u>
Name	<u>Jim McMinn</u>
Title	<u>President</u>
Dated	<u>7/23/25</u>

1.9 Fleet Compliance Certification

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: James McMinn Inc

Signature: _____

Name: Jim McMinn

Title: President

Date: 7/23/25

1.10 Anti-Lobbying Certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. A copy of this form is included as part of the EPA Funding Requirements section of the Contract Documents.

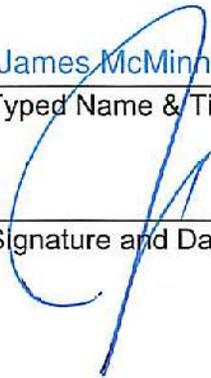
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

James McMinn, President

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative



1.11 Debarment and Suspension Certification

Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532

Contractor certifies that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement.
- (f) Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of any Contract entered into pursuant to this procurement, or pursuance of legal remedies, including suspension and debarment.

Name of Bidder James McMinn Inc

Signature _____

Name Jim McMinn

Title President

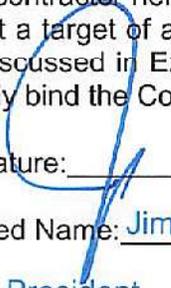
Dated 7/23/25

1.12 Executive Order N-6-22 Certification

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with BWD funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the BWD funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature: 

Printed Name: Jim McMinn

Title: President

Firm Name: James McMinn Inc

Date: 7/23/25

Bid Results

Bidder Details

Vendor Name James McMinn Inc
Address 21834 Cactus Ave
 Riverside, California 92508
 United States
Respondee Jimmy Oliden
Respondee Title Bid Coordinator
Phone 909-514-1231
Email estimating@jmige.com
Vendor Type CADIR
License #

Bid Detail

Bid Format Electronic
Submitted 07/23/2025 9:57 AM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 439931

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
SUBMITTED BID DOCS.pdf	SUBMITTED BID DOCS.pdf	Bidding Documents

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
BID SCHEDULE I							\$553,000.00		
1	101		Insurances, Licenses, and Permits (Entire Project)	LS	1	\$180,000.00	\$180,000.00	Yes	
2	102		Encroachment Permit(s) and Related Inspection Fees (Allowance)	LS	1	\$15,000.00	\$15,000.00	Yes	
3	102		Prepare and Maintain Critical Path Method and Project Schedule (Entire Project)	LS	1	\$45,000.00	\$45,000.00	Yes	
4	103		Traffic Control (Entire Project)	LS	1	\$195,000.00	\$195,000.00	Yes	
5	104		Erosion Control and NPDES (Entire Project)	LS	1	\$106,000.00	\$106,000.00	Yes	
6	105		Environmental Mitigation Monitoring and Reporting Program (MMRP) Compliance	LS	1	\$12,000.00	\$12,000.00	Yes	
BID SCHEDULE II							\$2,732,999.72		
7	201		Mobilization	LS	1	\$82,000.00	\$82,000.00	Yes	
8	202		Clear & Grub, Demolition, and Site Preparation	LS	1	\$85,000.00	\$85,000.00	Yes	
9	203		Over-excavation	CY	3135	\$20.00	\$62,700.00	Yes	
10	204		Cut	CY	72808	\$8.30	\$604,306.40	Yes	
11	205		Structural Fill	CY	5093	\$2.00	\$10,186.00	Yes	
12	206		Export	CY	67715	\$12.00	\$812,580.00	Yes	
13	207		Rough Grade Site	SF	253420	\$0.30	\$76,026.00	Yes	
14	208		Final Grade Site	SF	253420	\$0.15	\$38,013.00	Yes	
15	209		Recharge Basin Ripping - Bottom	SF	82673	\$0.06	\$4,960.38	Yes	
16	210		Recharge Basin Ripping - Side Slopes	SF	27451	\$0.06	\$1,647.06	Yes	
17	211		Construct 3" Asphalt Concrete Pavement (Over Base)	Ton	246	\$200.00	\$49,200.00	Yes	
18	212		Construct 6" Class II Aggregate Base	Ton	440	\$70.00	\$30,800.00	Yes	
19	213		Construct 6" Class II Aggregate Base on Native Soils	Ton	1638	\$70.00	\$114,660.00	Yes	
20	214		Construct 6" PCC Concrete Apron on Native Soils (40' width)	SF	2436	\$28.00	\$68,208.00	Yes	
21	215		Construct 6" PCC Concrete Apron on Native Soils (variable width)	SF	478	\$28.00	\$13,384.00	Yes	
22	216		Construct 6" Curb per SPPWC Standard 120-2, Type A1-6	LF	173	\$16.00	\$2,768.00	Yes	
23	217		Install 24" RCP Drain Pipe	LF	98	\$164.00	\$16,072.00	Yes	
24	218		Install 18" RCP Drain Pipe	LF	70	\$145.00	\$10,150.00	Yes	
25	219		Install 12" RCP Drain Pipe	LF	290	\$180.00	\$52,200.00	Yes	
26	220		Construct Reinforced Concrete Sump	Each	1	\$8,726.20	\$8,726.20	Yes	
27	221		Construct Staff Gauge	Each	3	\$1,100.00	\$3,300.00	Yes	
28	222		Construct U-Type Reinforced Concrete Headwall	Each	4	\$6,000.00	\$24,000.00	Yes	
29	223		Construct Wing-Type Reinforced Concrete Headwall	Each	2	\$7,000.00	\$14,000.00	Yes	
30	224		Construct Gravity Headwall	Each	1	\$7,000.00	\$7,000.00	Yes	
31	225		Install 12" Water F-25 Medium Duty Drainage Gate, or Approved Equal	Each	2	\$7,000.00	\$14,000.00	Yes	
32	226		Install 24" x 24" Catch Basin with Steel Traffic Grate, FloGard FGP-24F Insert Filter, and 12" Open Sump with Gravel Bottom	Each	3	\$6,000.00	\$18,000.00	Yes	
33	227		Construct Concrete Pipe Inlet Riser per Caltrans STD. D75B, Type GCP with Grated Inlet per Caltrans STD. D77B, Type 36R	Each	1	\$12,000.00	\$12,000.00	Yes	
34	228		Construct Rock Outlet Protection, Class II, Placement B	Ton	33	\$140.00	\$4,620.00	Yes	
35	229		Construct Concreted Rock Lined Channel, Class II	LF	154	\$240.00	\$36,960.00	Yes	
36	230		Construct Rock Slope and Outlet Protection, Class VI, Placement A	Ton	376	\$150.00	\$56,400.00	Yes	
37	231		Install Concrete Wheel Stop in Accessible Parking Space	Each	2	\$300.00	\$600.00	Yes	
38	232		Paint 4" White Parking Space Stripe	LF	120	\$4.00	\$480.00	Yes	
39	233		Demolish Existing Irrigation Structure	Each	1	\$3,000.00	\$3,000.00	Yes	
40	234		Protect Existing Power Pole and Guy Wire in Place	LS	1	\$300.00	\$300.00	Yes	
41	235		Cut and Remove Abandoned Pipelines to Limits of Grading Conflict	LF	760	\$30.00	\$22,800.00	Yes	
42	236		Adjust Existing Manhole to Grade	Each	1	\$1,000.00	\$1,000.00	Yes	
43	237		Install 1" Water Service and 3/4" Meter	Each	1	\$6,000.00	\$6,000.00	Yes	
44	238		Construct 24" CSP Grated Inlet	Each	1	\$3,800.00	\$3,800.00	Yes	
45	239		Construct 20"x20" Masonry Column with Stone Veneer and 2" Pyramidal Cap	Each	2	\$4,000.00	\$8,000.00	Yes	
46	240		Install 7' High Welded Steel Fence	LF	80	\$350.00	\$28,000.00	Yes	
47	241		Install 7' High Welded Steel Sliding Gate	Each	1	\$30,000.00	\$30,000.00	Yes	
48	242		Install 6' High Chain Link Fence with Barbed Wire	LF	2550	\$50.00	\$127,500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
49	243		Install 6' Wide Chain Link Swing Gate with Barbed Wire	Each	2	\$6,200.00	\$12,400.00	Yes	
50	244		Install 6' Wide Chain Link Swing Gate with Barbed Wire	Each	1	\$6,500.00	\$6,500.00	Yes	
51	245		Install 6' Wide Chain Link Swing Gate with Barbed Wire	Each	2	\$6,700.00	\$13,400.00	Yes	
52	246		Remove and Dispose of Existing Fence	LF	1741	\$5.00	\$8,705.00	Yes	
53	247		Construct Sandbag Check Dam	Each	21	\$80.00	\$1,680.00	Yes	
54	248		Install Silt Fence	LF	2670	\$3.50	\$9,345.00	Yes	
55	249		Install Fiber Roll Slope Protection	LF	8830	\$3.50	\$30,905.00	Yes	
56	250		Construct Stabilized Construction Entrance	Each	3	\$5,000.00	\$15,000.00	Yes	
57	251		Construct Storm Drain Inlet Protection	Each	3	\$180.00	\$540.00	Yes	
58	252		Construct Concrete Washout Area	Each	2	\$1,200.00	\$2,400.00	Yes	
59	253		Construct Material Delivery and Storage Area	Each	2	\$8,000.00	\$16,000.00	Yes	
60	254		Construct Sanitary/Waste Management Facilities	Each	2	\$19,000.00	\$38,000.00	Yes	
61	255		Apply hydraulic seed and mulch	SF	49876	\$0.18	\$8,977.68	Yes	
62	256		Construct Anti-Seep Collars	Each	2	\$1,900.00	\$3,800.00	Yes	
BID SCHEDULE III							\$945,640.00		
63	301		Mobilization	LS	1	\$15,000.00	\$15,000.00	Yes	
64	302		Testing and Hydrostatic Pressure Testing	LS	1	\$10,000.00	\$10,000.00	Yes	
65	303		Striping and Signage Repair	LS	1	\$3,800.00	\$3,800.00	Yes	
66	304		Join Existing Water Main and Provide Temporary CIPP Lining Access	Each	1	\$5,000.00	\$5,000.00	Yes	
67	305		Install 14" PVC C-900 DR-14 Pipe, Bedding, and Backfill	LF	1065	\$80.00	\$85,200.00	Yes	
68	306		Install 14" Elbow with Megalug Restraints	Each	17	\$1,000.00	\$17,000.00	Yes	
69	307		Install 14" Butterfly Valve	Each	2	\$2,200.00	\$4,400.00	Yes	
70	308		Install 6" Dry Barrel Blow-Off Assembly	Each	1	\$5,000.00	\$5,000.00	Yes	
71	309		Install 4" Dry Barrel Blow-Off Assembly	Each	1	\$5,000.00	\$5,000.00	Yes	
72	310		Install 2" Air-Vacuum Valve Assembly	Each	2	\$3,000.00	\$6,000.00	Yes	
73	311		Install Pipe Barricade	Each	1	\$2,000.00	\$2,000.00	Yes	
74	312		Bore and Jack 30" Casing	LF	34	\$1,000.00	\$34,000.00	Yes	
75	313		Repair Trench for Water Mains and Appurtenances	LF	571	\$11.00	\$6,281.00	Yes	
76	314		Repair Trench for Water Mains and Appurtenances (omit T-cut)	LF	359	\$11.00	\$3,949.00	Yes	
77	315		Install Flow Meter and Vault Assembly	Each	1	\$20,000.00	\$20,000.00	Yes	
78	316		Install 14" Waterman Industries F-25 Medium Duty Drainage Gate	Each	1	\$2,000.00	\$2,000.00	Yes	
79	317A.		CIPP Lining - Preliminary Inspection	LF	5060	\$3.00	\$15,180.00	Yes	
80	317B.		CIPP Lining - Pipeline Cleaning (Hydro-Cleaning Method)	LF	5060	\$6.00	\$30,360.00	Yes	
81	317C.		CIPP Lining - Pre-lining Inspection	LF	5060	\$3.00	\$15,180.00	Yes	
82	317D.		CIPP Lining - Liner Installation	LF	5060	\$90.00	\$455,400.00	Yes	
83	317E.		CIPP Lining - Reinstate Connection(s)	Each	1	\$3,000.00	\$3,000.00	Yes	
84	317F.		CIPP Lining - Post-Install Inspection	LF	5060	\$3.00	\$15,180.00	Yes	
85	318		Install Concrete Utility Vault and Manhole with Flanged Cut-In Pipe Segment	Each	9	\$15,000.00	\$135,000.00	Yes	
86	319		Remove Existing Butterfly Valve and/or Fittings and Replace with 14" PVC C-900 DR-14 Pipe and Fittings	Each	5	\$1,000.00	\$5,000.00	Yes	
87	320		Remove Existing 12" Steel Pipeline and Replace with 14" PVC C-900 DR-14 Pipe	LF	20	\$200.00	\$4,000.00	Yes	
88	321		Repair Trench and Restore Pavement	SF	970	\$18.00	\$17,460.00	Yes	
89	322		Restore Existing Concrete in Like Kind	SF	456	\$25.00	\$11,400.00	Yes	
90	323		Protect and Support Existing Underground Utility	LF	98	\$25.00	\$2,450.00	Yes	
91	324		Cut and Remove Abandoned Pipeline	LF	57	\$200.00	\$11,400.00	Yes	
BID SCHEDULE IV							\$113,900.00		
92	401		Mobilization	LS	1	\$8,000.00	\$8,000.00	Yes	
93	402		Testing, Hydrostatic Pressure Testing, Chlorination, and Water Quality Testing	LS	1	\$10,000.00	\$10,000.00	Yes	
94	403		Join Existing Water Main	Each	2	\$5,000.00	\$10,000.00	Yes	
95	404		Install 8" PVC C-900 DR-14 Pipe, Bedding, and Backfill	LF	469	\$100.00	\$46,900.00	Yes	
96	405		Install 8" x 6" Reducer	Each	1	\$500.00	\$500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
97	406		Install 8" 90 Elbow	Each	1	\$500.00	\$500.00	Yes	
98	407		Install 8" 45 Elbow	Each	4	\$500.00	\$2,000.00	Yes	
99	408		Install 8" Gate Valve	Each	2	\$6,000.00	\$12,000.00	Yes	
100	409		Install 1" Air-Vacuum Valve Assembly	Each	1	\$5,000.00	\$5,000.00	Yes	
101	410		Install Pipe Barricade	Each	2	\$2,000.00	\$4,000.00	Yes	
102	411		Install Thrust Block	Each	5	\$1,000.00	\$5,000.00	Yes	
103	412		Abandon Existing Watermain	Each	1	\$10,000.00	\$10,000.00	Yes	
							BID SCHEDULE V		
							\$542,685.10		
104	501		Mobilization	LS	1	\$18,000.00	\$18,000.00	Yes	
105	502		Cold Plane Pavement 1.5"	SF	22411	\$1.10	\$24,652.10	Yes	
106	503		Sawcut and Remove Existing Asphalt, Base, and Subgrade (7" Depth)	SF	14391	\$3.00	\$43,173.00	Yes	
107	504		Sawcut and Remove Existing Asphalt, Base, and Subgrade (Variable Depth)	SF	12498	\$3.00	\$37,494.00	Yes	
108	505		Remove Existing AC Berm	LF	363	\$12.00	\$4,356.00	Yes	
109	506		Remove & Replace Concrete Driveway to Match Existing	SF	595	\$42.00	\$24,990.00	Yes	
110	507		Construct 3" A.C. Pavement (Over Base)	Ton	261	\$200.00	\$52,200.00	Yes	
111	508		Construct 4" Miscellaneous Aggregate Base	Ton	313	\$50.00	\$15,650.00	Yes	
112	509		Construct 3" A.C. Pavement (Over Base)	Ton	126	\$200.00	\$25,200.00	Yes	
113	510		Construct 6" Class II Base	Ton	227	\$200.00	\$45,400.00	Yes	
114	511		Construct 5" Minimum A.C. Pavement Over Compacted Native Soil	Ton	418	\$200.00	\$83,600.00	Yes	
115	512		Overlay Pavement 1.5"	Ton	138	\$200.00	\$27,600.00	Yes	
116	513		Overlay Pavement Variable Thickness (1.5" min.)	Ton	151	\$200.00	\$30,200.00	Yes	
117	514		Construct 6" Traversable Dike	LF	57	\$120.00	\$6,840.00	Yes	
118	515		Construct 6" Asphalt Dike	LF	21	\$120.00	\$2,520.00	Yes	
119	516		Construct Type A-8 Curb & Gutter	LF	249	\$60.00	\$14,940.00	Yes	
120	517		Construct Type A-6 Curb & Gutter	LF	155	\$60.00	\$9,300.00	Yes	
121	518		Construct Commercial Drive Approach	Each	1	\$12,000.00	\$12,000.00	Yes	
122	519		Construct Residential Drive Approach	Each	2	\$8,000.00	\$16,000.00	Yes	
123	520		Construct Concrete Sidewalk Adjacent to Curb	SF	1344	\$20.00	\$26,880.00	Yes	
124	521		Transition from 8" Curb Face to Existing 10" Curb Face	Each	1	\$2,000.00	\$2,000.00	Yes	
125	522		Protect in Place Existing Power Pole	Each	2	\$300.00	\$600.00	Yes	
126	523		Protect in Place Existing Valve	Each	8	\$120.00	\$960.00	Yes	
127	524		Protect in Place Existing Manhole	Each	2	\$250.00	\$500.00	Yes	
128	525		Adjust Valve to Grade	Each	4	\$1,500.00	\$6,000.00	Yes	
129	526		Adjust Sewer Manhole to Grade	Each	3	\$2,000.00	\$6,000.00	Yes	
130	527		Adjust Existing Fire Hydrant	Each	1	\$2,000.00	\$2,000.00	Yes	
131	528		Relocate Existing Mailbox	Each	2	\$700.00	\$1,400.00	Yes	
132	529		Remove and Replace Existing Street Sign	Each	1	\$700.00	\$700.00	Yes	
133	530		Install Channelizers at 12' O.C.	Each	4	\$80.00	\$320.00	Yes	
134	531		Install Type N-2(CA) Object Marker Sign	Each	1	\$450.00	\$450.00	Yes	
135	532		Paint Right Edge Line	LF	30	\$3.50	\$105.00	Yes	
136	533		Apply Stop Line with Temporary Traffic Paint	LF	10	\$5.50	\$55.00	Yes	
137	534		Apply Pavement Legend with Temporary Traffic Paint	SF	75	\$8.00	\$600.00	Yes	
							BID SCHEDULE VI		
							\$99,728.00		
138	601		Construct Irrigation Improvements	LS	1	\$58,000.00	\$58,000.00	Yes	
139	602		Groundcovers - Decomposed Granite	SF	3248	\$5.00	\$16,240.00	Yes	
140	603		Groundcovers - Wood Mulch	SF	2465	\$3.00	\$7,395.00	Yes	
141	604		Trees 24" Box - Prosopis Alba Colorado (Colorado Mesquite)	Each	4	\$800.00	\$3,200.00	Yes	
142	605		Trees 24" Box - Pinus Eldarica (Afghan Pine)	Each	6	\$750.00	\$4,500.00	Yes	
143	606		Trees 24" Box - Podocarpus Gracillior (Fern Pine)	Each	1	\$500.00	\$500.00	Yes	
144	607		Shrubs 5 Gal. - Leucophyllum Frutescens 'Green Cloud' TM (Green Cloud Texas Sage)	Each	26	\$33.00	\$858.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
145	608		Grasses 1 Gal. - Muhlenbergia Capillaris 'Regal Mist' TM (Regal Mist Pink Muhly Grass)	Each	18	\$11.00	\$198.00	Yes	
146	609		Perennials 5 Gal. - Kniphofia Uvaria 'Pfitzer's Hybrid Mix' (Kniphofia Red Hot Poker)	Each	22	\$38.00	\$836.00	Yes	
147	610		Shrub Cover 5 Gal. - Acacia Redolens 'Low Boy' (Low Boy Bank Catclaw)	Each	27	\$31.00	\$837.00	Yes	
148	611		Shrub Cover 5 Gal. - Juniperus Squamata 'Blue Carpet' (Blue Carpet Juniper)	Each	25	\$39.00	\$975.00	Yes	
149	612		Succulents 5 Gal. - Hesperaloe Parviflora (Red Yucca)	Each	24	\$31.00	\$744.00	Yes	
150	613		Granite Boulders - Locally sourced Granite	Each	33	\$165.00	\$5,445.00	Yes	

Line Item Subtotals

Section Title	Line Total
BID SCHEDULE I	\$553,000.00
BID SCHEDULE II	\$2,732,999.72
BID SCHEDULE III	\$945,640.00
BID SCHEDULE IV	\$113,900.00
BID SCHEDULE V	\$542,685.10
BID SCHEDULE VI	\$99,728.00
Grand Total	\$4,987,952.82

ATTACHMENT D
PROPOSED CONSTRUCTION CONTRACT

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between San Gorgonio Pass Water Agency, sometimes hereinafter called “Agency,” and _____, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

COUNTY LINE RECHARGE BASIN PROJECT

The Contractor and its surety shall be liable to the Agency for any damages arising as a result of the Contractor’s failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Agency’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 270 **calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

Target Milestones

The milestones identified below shall be prioritized in the project schedule in an effort to complete said tasks by the respective target completion dates.

- **County Line Road Excavations:** All work which requires excavations within County Line Road, including but not limited construction of utility vaults, removal of valves and fittings, pipeline CIPP lining-related initial inspections, point repairs, and surface restorations shall be prioritized pursuant to Owner’s coordination with the City of Yucaipa.
 - **Target Completion Date:** September 30, 2025
- **Raw Waterline Extension:** Pipeline work within 4th Street, specifically related to the Calimesa Creek crossing, shall be prioritized pursuant to Riverside County Flood Control & Water Conservation District encroachment permit no. 5-0-00160-4240. In the event that this milestone is not completed prior to the target completion date, the contractor shall obtain an extension or valid encroachment permit and shall be responsible for all associated efforts and costs.
 - **Target Completion Date:** November 7, 2025

c. **CONTRACT PRICE.** The Agency shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Dollars

(\$ _____). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the Agency the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the Agency may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Fleet Compliance Certification Form
- Public Works Contractor Registration Certification
- Debarment and Suspension Certification
- Anti-Lobbying Certification
- Executive Order N-22 Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Funding Requirements (Exhibit "B")
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Applicable Local Agency Standards and Specifications, as last revised
- Approved and fully executed change orders in the form provided in Exhibit "A"
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the

***San Geronio Pass Water Agency
County Line Recharge Basin Project***

provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Agency's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**San Gorgonio Pass Water Agency
County Line Recharge Basin Project**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

SAN GORGONIO PASS WATER AGENCY _____
CONTRACTOR

By: _____
NAME AND TITLE

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Board Secretary

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

ATTACHMENT #2



SAN GORGONIO PASS
WATER AGENCY
A California State Water Project Contractor

Date: July 24, 2025

Shaun Borden
Borden Excavating, Inc.
1014 2nd Street
Calimesa, CA 92320

Subject: Letter of Intent to Award Construction Contract – County Line Recharge Basin Project

Dear Borden Excavating, Inc.

We are pleased to inform you that following the evaluation of bids submitted on July 23, 2025, for the County Line Recharge Basin Project, San Gorgonio Pass Water Agency intends to award the construction contract to Borden Excavating, Inc. in the amount of \$4,947,222.00 subject to the successful completion of all required contractual formalities. It appears your bid is the lowest responsive bid.

Please note that this letter does not constitute a binding contract. A formal contract will be issued upon completion of the necessary administrative processes, including final approvals, insurance verification, and execution of the contract documents.

The contract is tentatively scheduled to be officially awarded at the San Gorgonio Pass Water Agency's Board of Directors meeting on August 4, 2025. Following the board's approval, and execution of the contract documents, the official Notice to Proceed will be issued to you.

In the meantime, you are requested to begin preparations for mobilization and to coordinate with our project team to ensure a smooth transition into the construction phase. No work should commence until the official Notice to Proceed is issued.

We appreciate your interest in this project and look forward to a successful partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Lance Eckhart".

Lance Eckhart, General Manager
San Gorgonio Pass Water Agency



James McMinn Inc.

21834 Cactus Ave | Riverside, CA 92518
License A #878920 | Tel (909) 514-1231
DIR #1000004570 | Fax (909) 514-0553

July 25, 2025

Mr. Campbell
San Gorgonia Pass Water Agency
1210 Beaumont Avenue,
Beaumont, CA 92223

RE: County Line Recharge Basin Project
General Conditions, Article 28. Filing of Bid Protest

Mr. Campbell,

Thanks for providing the Bid packages and results for the apparent lowest three bidders. Our company, James McMinn Inc (JMI) is currently in 2nd place.

Upon review of the presented bid documents by Borden Excavating, we discovered that they did not comply with the “Subletting and Subcontracting Fair Practices Act Chapter 4, Part 1, Division 2 of the Public Contract Code of the State of California”. Borden Excavating failed to provide the percentage of work to be performed by their listed subcontractors. This situation makes it impossible for other Contractors and this Agency to verify if Borden Excavating will be able or not be able to perform at least 60% of the work with its own forces and equipment.

The request for the percentage of work to be performed by subcontractors is also requested on Section 00 21 13 – instruction to bidders, Article 8. Subcontractors. All Subcontractor’s in excess of 0.5% shall be listed. It makes reference that the bid “shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104”.

Additionally, due to the lack of subcontractors listed for Survey, Paving, and Fencing would require Borden Excavating to perform these tasks as well, and have the corresponding licenses as required, this is specified on Section 00 21 13 – instruction to bidders, Article 9. Licensing Requirements.

See attached pages 32 and 33 of the bid package missing the “% of Work” from the received Bid Package for Borden Excavating.

Therefore, JMI requests that San Gorgonia Pass Water Agency disqualifies Borden Excavating’s bid and deems it non-responsive, and awards the project the James McMinn, Inc.

Your consideration and time is appreciated,

Oscar Alegre
Director of Project Management

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Note: Agency requires that Contractor shall perform at least 60% of the Work with its own forces and equipment.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
CiPP	Sancon	Huntington Beach CA	1030053	200007099	
Landscape	Marina	Lake Elsinore CA	492862	1000000079	
Concrete	CMB Structures	Riverside CA	613977	1000001531	

**San Geronio Pass Water Agency
County Line Recharge Basin Project**

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Grading	Jeremy Harris Construction	Riverside CA	924979	1000001177	

(Attach additional sheets if necessary)

Name of Bidder Borden Excavating INC

Signature 

Name and Title Bryce Borden, VP

Dated 07/23/25

ATTACHMENT #4



SAN GORGONIO PASS
WATER AGENCY
A California State Water Project Contractor

Date: July 29, 2025

Shaun Borden
Borden Excavating, Inc.
1014 2nd Street
Calimesa, CA 92320

Subject: Rescind Letter of Intent to Award Construction Contract – County Line Recharge Basin Project

Dear Mr. Borden,

The San Gorgonio Pass Water Agency (“SGPWA” or the “Agency”) previously opened bids for the above-captioned project on July 23, 2025. Following an initial cursory review and bid tabulation by Agency staff, SGPWA issued a Notice of Intent to Award Construction Contract – County Line Recharge Basin Project (the “Project”) to Borden Excavating, Inc. (“Borden”), on July 24, 2025.

Subsequent to this notice of intent, the Agency received a properly submitted bid protest letter on July 25, 2025, on behalf of James McMinn, Inc. (“JMI”), protesting Agency’s award of the Project to Borden. Following a more comprehensive review of the protest and Borden’s bid, the Agency determined that JMI’s protest was valid and that Borden’s bid must be rejected as non-responsive.

Specifically, your bid did not include the required percentages of work for each listed subcontractor as mandated by Section 1.3 of the bid specifications *at the time of bid opening*. Established legal precedent, as outlined below, holds that such an omission constitutes a material deviation from the bid requirements and cannot be waived by the Agency or corrected by a post-bid submission. Permitting such a correction would confer a competitive advantage not available to other bidders and thereby renders the bid non-responsive.

Accordingly, SGPWA hereby rescinds its Notice of Intent to Award the Project to Borden Excavating, Inc. SGPWA intends to proceed with an award of the Project to the next lowest responsive and responsible bidder, James McMinn, Inc., subject to the successful completion of all contractual formalities and required approvals.

Discussion

As a threshold matter, a bid must conform to the material terms of the bid package. (*DeSilva Gates Constr. v. Department of Transp.* (2015) 242 Cal.App.4th 1409; *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175.) A bid is responsive if it promises to do what the bidding instructions demand. (*Williams v. Clovis Unified Sch. Dist.* (2007) 146 Cal.App.4th 757; *Valley Crest Landscape Inc. v. City of Davis* (1996) 41 Cal.App.4th 1432, 1438.) Responsiveness should be determined from the face of the bid. (*Great W.*

President
Mickey Valdivia

Vice President
Chander Letulle

Treasurer
Robert Ybarra

Secretary
Kevin Walton

Directors
Dr. Blair M Ball
Sarah Wargo
Larry Smith

General Manager
Lance Eckhart,
PG, CHG

Legal Counsel
Jeffrey Ferre

Contractors, Inc. v. Irvine Unified Sch. Dist. (2010) 187 Cal.App.4th 1425, 1454.) However, a bid may be responsive even if there is a discrepancy in the bid, as long as the discrepancy is inconsequential, that is, the discrepancy must not affect the amount of the bid or give a bidder an advantage over others. (*Ghilotti Constr. Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 904; *Bay Cities Paving & Grading, Inc. v. San Leandro* (2014) 223 Cal.App.4th 1181, 1188.) A deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders. These considerations must be evaluated from a practical rather than hypothetical standpoint, with reference to the factual circumstances of the case. (*Ghilotti Constr. Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 908-09, internal citations omitted.) That being said, the Agency has no authority to waive material, as opposed to inconsequential, irregularities in a bidder's bid. (See *Valley Crest Landscape, Inc. v. City of Davis* (1996) 41 Cal.App.4th 1432, 1443.)

Section 1.3 of the Bid Forms required each bidder to identify not only the names and portions of work assigned to each subcontractor, but also the percentage of the total bid price allocated to each subcontractor performing work in excess of 0.5% of the total contract price. This requirement serves to facilitate the Agency's verification of compliance with subcontracting limitations and the prime contractor's obligation to self-perform a minimum percentage of the work. In this case, 60%. The bid submitted by Borden included the names and scopes of work for subcontractors but failed to include the required percentage values. This omission prevented the Agency from properly evaluating whether Borden met the self-performance threshold. Although this information was provided, it was only provided after the period of bid opening.

California case law clearly establishes that the failure to include subcontractor percentages where required by bid specifications constitutes a material defect that cannot be waived or cured after bid opening. In *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, the court held that,

“Misstating the correct percentage of work to be done by a subcontractor is in the nature of a typographical or arithmetical error. It makes the bid materially different and is a mistake in filling out the bid. As such, under Public Contract Code section 5103, North Bay [the low bidder] could have sought relief by giving the City notice of the mistake within five days of the opening of the bid. That North Bay did not seek such relief is of no moment. The key point is that such relief was available. Thus, North Bay had a benefit not available to the other bidders; it could have backed out. Its mistake, therefore, could not be corrected by waiving an ‘irregularity.’” (Id. at p. 1442, 49 Cal.Rptr.2d 184.) *MCM Const., Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4th 359, 375.”

As in *Valley Crest*, where even an erroneous percentage could not be corrected post-submission, the complete absence of percentage information in Borden's bid represents a similarly material defect. The subsequent submission of a revised subcontractor list with the required percentages does not cure the initial non-responsiveness, and allowing such a correction would improperly confer upon Borden an advantage not afforded to other bidders, namely, the opportunity to revise a material term after bid opening. Under *Valley Crest*, this type of deviation cannot be waived and must result in rejection of the bid.

Similarly, in *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, the court reaffirmed that a bidder's failure to disclose dollar values, as required by the bid documents, for subcontracted work was a material error, akin to a typographical or arithmetic mistake, that could not be waived by the awarding agency. The bidder had the opportunity to seek relief under Public Contract Code § 5103, thereby rendering the bid non-responsive.

Conclusion

Accordingly, SGPWA is required to reject the bid submitted by Borden as non-responsive and must therefore rescind its Notice of Intent to Award the Project. SGPWA intends to award the Project to JMI, contingent upon the successful completion of all required contractual formalities and approvals. The contract is tentatively scheduled to be awarded at the Agency's Board of Directors meeting on August 4, 2025.

We understand this letter may come as a disappointment. Unfortunately, this is not a matter within the Agency's discretion, as set forth above, the failure to include the percentage of subcontractor work is a material irregularity that the Agency does not have discretion to waive. The Agency is obligated to uphold the integrity of the competitive bidding process and apply the bid requirements consistently and in accordance with established law. We truly appreciate your interest in the Project and your participation in the competitive bidding process.

SGPWA encourages and invites you to submit bids and proposals for future project opportunities.

Sincerely,

A handwritten signature in black ink, appearing to read "Lance Eckhart". The signature is stylized with a large initial "L" and "E".

Lance Eckhart, General Manager
San Geronio Pass Water Agency

ATTACHMENT #5



SAN GORGONIO PASS
WATER AGENCY
A California State Water Project Contractor

Date: July 29, 2025

James McMinn, Inc.
Attn: Oscar Alegre, Director of Project Management
21834 Cactus Avenue
Riverside, CA 92518

Subject: County Line Recharge Basin Project; Bid Protest Response Letter; Letter of Intent to Award Construction Contract

Mr. Alegre,

The San Gorgonio Pass Water Agency (“SGPWA” or the “Agency”) is in receipt of your bid protest letter dated July 25, 2025 (“Bid Protest”), submitted on behalf of James McMinn, Inc. (“JMI”), concerning the above-captioned project (the “Project”). Following a thorough review of the bid submitted by Borden Excavating, Inc. (“Borden”), and the issues raised in the Bid Protest, SGPWA has determined that the protest is meritorious with respect to the deficiencies identified in Borden’s bid submission. Accordingly, SGPWA has rescinded its Notice of Intent to Award the Project to Borden. SGPWA intends to award the Project to JMI, contingent upon the successful completion of all required contractual formalities and approvals.

Please note that this letter does not constitute a binding contract. A formal contract will be issued upon completion of the necessary administrative processes, including final approvals, insurance verification, and execution of the contract documents. The contract is tentatively scheduled to be officially awarded at the Agency’s Board of Directors meeting on August 4, 2025; following the Board’s approval and the finalization of the aforementioned administrative processes, the official Notice to Proceed will be issued to you. No work should commence until the official Notice to Proceed is issued. In the meantime, you are requested to begin preparations and to coordinate with our project team to ensure a smooth transition into the construction phase.

We appreciate your interest in this project and look forward to a successful partnership.

Sincerely,

Lance Eckhart, General Manager
San Gorgonio Pass Water Agency

President
Mickey Valdivia

Vice President
Chander Letulle

Treasurer
Robert Ybarra

Secretary
Kevin Walton

Directors
Dr. Blair M Ball
Sarah Wargo
Larry Smith

General Manager
Lance Eckhart,
PG, CHG

Legal Counsel
Jeffrey Ferre

ATTACHMENT #6



THE MOUZIS LAW FIRM

A PROFESSIONAL CORPORATION

3020 OLD RANCH PARKWAY
SUITE 300
SEAL BEACH, CALIFORNIA 90740
TELEPHONE (657) 600-8505
FACSIMILE (657) 600-8515

GERALD W. MOUZIS
PARTNER

AMANDA L. VOIVEDICH
OF COUNSEL

GERALD W. MOUZIS
GMOUZIS@MOUZISLAW.COM

July 30, 2025

(VIA GSO OVERNIGHT MAIL AND EMAIL)

leckhart@sgpwa.com

Lance Eckhart
General Manager
San Geronio Pass Water Agency
1210 Beaumont Avenue
Beaumont, CA 92223

Re: Response to Bid Protest—County Line Recharge Basin Project

Dear Mr. Eckhart:

Please be advised that The Mouzis Law Firm, APC, serves as legal counsel for Borden Excavating, Inc. (hereinafter “Borden”), the lowest responsible bidder on the County Line Recharge Basin Project (hereinafter the “Project”) with the San Geronio Pass Water Agency (hereinafter the “Agency”). Please allow this correspondence to serve as a response to your letter of July 29, 2025, in addition to a demand that the Contract for the Project be awarded to Borden.

PRELIMINARY COMMENTS

Your July 29, 2025, letter was received by Borden at 1:47 p.m. yesterday. I have not yet seen the formal Bid Protest of the second low bidder, James McMinn, Inc. (hereinafter “JMI”), but have a very good idea of the grounds for the protest based on the content of your letter of July 29, 2025. At 8:36 a.m. today, we received an email from Lexi Frey which provided a link to all of the bids submitted, including JMI’s bid. As discussed herein, JMI’s bid contains material deviations from the call for bids which cannot be waived by the Agency, such that its bid should be rejected as being nonresponsive.

While this initial letter is being directed to you, Borden reserves the right to communicate further with you in connection with JMI’s Bid Protest prior to the Agency’s Board of Directors meeting presently scheduled for August 4, 2025.

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NOTICE OF INVITING BIDS/INSTRUCTIONS TO BIDDERS

Notice of Inviting Bids

On or about June 18, 2025, the Agency published a Notice of Inviting Bids for the Project. The Notice invited bids for the Project on the PlanetBids website until 10:00 a.m. on July 23, 2025.

Instructions to Bidders

The Instructions to Bidders included as part of the bid package a number of the customary provisions on a major public works competitive bid. Notably, the Instructions included the following provision in part. . . :

“ARTICLE 7. MODIFICATION OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. **Unauthorized** additions, modifications, revisions conditions, limitations exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. . .” (Emphasis added.)

A reasonable interpretation of this provision is that the Agency contemplated additions and modifications to a bid after the opening of bids so long as the submission of such additions and modifications were authorized by the Agency.

The Instructions to Bidders required Bidders to post a Bid Guarantee (Bond). (Art. 10.) Additionally, a Bid could be withdrawn after bid opening by providing written notice to the Agency within five (5) working days of the bid opening and in compliance with Public Contract Code, section 5100 *et seq.*, or as otherwise allowed with the consent of the Agency. (Art. 19.) Lastly, the Instructions mandate the submission of Bid Protests within five calendar days after the bid opening date. (Art. 28.)

The Bid Schedule includes a 60% self-performance requirement for each bidding prime contractor.

BIDS SUBMITTED

A total of six bids were submitted in connection with the Project, as follows:

Borden Excavating, Inc.	\$	4,949,222.00
James McMinn	\$	4,987,952.82
Three Peaks Corp	\$	5,234,817.58
Los Angeles Engineering	\$	5,730,458.80
Empire Equipment Services, Inc.	\$	5,865,805.07
Riverside Construction Company, Inc.	\$	6,206,056.00

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Bid of Borden Excavating, Inc.

Borden’s Bid in the total amount of \$4,949,222.00 specified four Subcontractors who would be used on the job: Sancon for CIPP; Marina Landscape for Landscape; CMD Structures for Concrete; and Jeremy Harris Construction for Earthwork/Grading. In the original bid, Borden did not identify the percentage of Work to be performed by the listed Subcontractors.

On July 24, 2025, at 11:56:09 a.m., the day after bid opening, Shaun Borden of Borden Excavating received an email from Bruce Davis of Albert A. Webb Associates, identified as a preparer of the Bid and Contract Documents for the Project, which requested that Borden provide the completed subcontractor form including the percent of work to be completed by each subcontractor.

On July 24, 2025, at 12:03:52 p.m., 8 minutes and 41 seconds after receiving the initial email from Mr. Davis, Mr. Borden sent an email which identified the following percentages of subcontractor work: Sancon—7%; Marina Landscape—1.8%; CMB Structures—3.9%; and Jeremy Harris Construction—22.1%. The form was signed and dated by Bryce Borden on July 23, 2025. The total percentage reflected for subcontractor work was 34.8%, well below the 40% limit as per the Bid Schedule.

Then, on July 24, 2025, at 5:22:39 p.m., Emmett Campbell, Senior Water Resources Planner for the Agency, directed an email to Borden which attached a letter captioned “Letter of Intent to Award Construction Contract—County Line Recharge Basin Project.” Preliminarily, Mr. Campbell’s letter did not indicate that he had conducted only an “initial cursory review” of the bids submitted. Mr. Campbell’s letter was clear and direct.

- It was the intent of the Agency to award the contract to Borden;
- A formal contract would be issued upon completion of administrative processes, including final approvals, insurance verification, and execution of the contract documents;
- The contract was tentatively scheduled to be awarded at the August 4, 2025 Agency Board Meeting; and
- Borden was to begin preparations for mobilization and to coordinate with the Agency’s project team to ensure a smooth transition into the construction phase.

Nowhere in Mr. Campbell’s letter is there a reference that the Notice of Intent to Award is only tentative in nature, subject to further review of bid documents, or that Borden’s initial bid was non-responsive in any material manner. Indeed, Borden’s providing of the percentages of subcontractor work the day after bid was entirely contemplated by the Instructions to Bidders, Article 7, which permits authorized changes to the bid to correct inadvertent omissions. As discussed herein, this procedure is also sanctioned by California law.

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Apparently, on Friday, July 25, 2025, JMI submitted a Bid Protest letter. I do not know what time it was submitted. Then, on July 29, 2025, most likely after the Bid Protest was sent to the Agency's legal counsel, your letter was sent to Borden which is captioned "Rescind Letter of Intent to Award Construction Contract—County Line Recharge Basin Project."

The sole basis set forth in your letter for rejecting Borden's bid as being non-responsive is the inadvertent omission by Borden to identify the percentage of subcontractor work in the original bid prior to the opening of bids. No other claimed deficiencies are raised. As set forth in your letter, it is now the intent of the Agency to award the Contract to JMI.

Bid of James McMinn, Inc.

While the Agency has challenged Borden's bid, material deviations exist in JMI's bid which render its bid non-responsive. We just received JMI's bid a short time ago. However, we have preliminarily noted the following material deficiencies in their bid:

- Alternative Bid Items (pp. 24-25): These sections were left blank. JMI's Estimator only typed "please see Planet Bids," but there is not any location within Planet Bids to enter the alternate bid items.
- Material Source Procurement Declaration (pp. 34-36): These forms were not completed. This is a fast-tracked project, and this omission is material and significant.
- CIPP Subcontractor Discrepancy (pp.33-35): JMI listed Insituform as the CIPP subcontractor but also listed Sancon as a CIPP manufacturer. Sancon is not a CIPP manufacturer, but a subcontractor and direct competitor of Insituform.
- Bid Bond (p. 30): page 30 is not completed and the bid bond was not notarized.

As we delve into JMI's bid further, additional material deficiencies may be discovered. The four referenced above, however, are sufficient in and of themselves to establish that JMI's bid contained material deviations from the call for bids and is nonresponsive. Borden objects to any Notice of Intent to Award the Contract to JMI.

LEGAL STANDARD

A. Competitive Bidding Laws.

Generally, public entities subject to the competitive bidding law are required to put significant contracts out for competitive bidding and to award the contract to the lowest responsible bidder or the best value bidder. (See Pub. Cont. Code, § 20128; See Pub. Cont. Code, § 20155.) The purpose of public bidding is to guard against favoritism, improvidence, extravagance, fraud and corruption; to prevent the waste or misuse of public funds; and to

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obtain the best economic result for the public. (Pub. Cont. Code, § 100; *MCM Construction, Inc. v. City and Department of San Francisco* (1998) 66 Cal.App.4th 359, 369; *Konika Business Machines U.S.A., Inc. v. Regents of University of California* (1988) 206 Cal.App.3d 449, 456 [contract set aside for failure to strictly comply with bidding requirements]; *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 173.) In other words, the bidding procedure is a safeguard for the protection of the public. It also serves to stimulate beneficial market competition. (*Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 173.) Strict compliance with the competitive bidding process, however, is not without exceptions.

B. Responsible Bidder vs. Responsive Bid on Public Contracts.

1. Responsible Bidder

The bidding process requires that the bidder be “responsible” and that the bid be “responsive” to the solicitation. While a public owner has discretion to determine whether a bidder is “responsible,” the owner’s determination is not without limits. A “responsible” bidder is one who has demonstrated the quality, fitness, capacity and experience to fully perform the contract requirements, along with trustworthiness “and the integrity and reliability which will assure good faith performance.” (*Eel River Disposal and Resource Recovery, Inc. v. Department of Humboldt* (2013) 221 Cal.App.4th 209, 220-221; Pub. Cont. Code, § 1103; *Taylor Bus. Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341-1343.) Thus, the “responsible” bidder requirement imposes on governmental agencies that solicit bids for public contracts a duty to evaluate bidders’ possession of such attributes in a reasonable way on the basis of specified criteria timely made known to bidders and the general public. (*Id.*)

The 2000 Model Procurement Code for State and Local Governments (2000) § 3-101 provides that a responsible bidder possesses “the capability in all respects of bidders to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.” (*Eel River Disposal, supra*, 221 Cal.App.4th at p. 221.) Thus, the “lowest responsible bidder requirement” imposes on governmental agencies that solicit bids for public contracts a duty to evaluate bidders’ possession of such attributes in a reasonable way on the basis of specified criteria timely made known to bidders and the general public. (*Id.*; see also ITB-26.3.3.)

I am presently unaware if the Agency circulated a pre-qualification package to proposed bidders of the Project. Regardless, an issue does not appear to exist that Borden was a responsible bidder, *i.e.*, whether Borden had the quality, fitness, capacity and experience to perform fully the contract requirements. Indeed, had such an issue existed relative to Borden’s bid, it is highly doubtful that the Agency would have encouraged Borden to submit bids and proposals on future project opportunities, as reflected in your July 19, 2025, letter.

2. Responsive Bid

A public owner must also determine whether a bid is responsive to the call for bids. A determination of whether a bid is responsive involves whether the bid “promises to do

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what the bidding instructions demand.” (*Taylor Bus. Services, Inc. v. San Diego Board of Education, supra*, 195 Cal.App.3d at p. 1341.) In the usual case, the determination that a bid is nonresponsive is not based on disputed facts, does not involve the exercise of agency discretion, and does not require a hearing for the excluded bidder. (*Id.* at pp. 1342-1343; see also ITB-26.3.2.)

It is well settled that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance could not have affected the amount of the bid or have given the bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. (*Valley Crest Landscape, Inc. v. City Council* (1966) 41 Cal.App.4th 1432, 1440-1441; *Konica Business Machines, supra*, 206 Cal.App.3d at p. 454, quoting 47 Ops. Cal. Atty. Gen. 129, 130-131.) In *Ghilotti Construction Company v. City of Richmond* (1996) 45 Cal. App.4th 897, 900, California’s First Appellate District stated as follows:

“ . . . we hold that a public entity may waive inconsequential deviations from contract specifications in a public contract bid. To be considered inconsequential, a deviation must neither give the bidder an unfair competitive advantage nor otherwise defeat the goals of insuring economy and preventing corruption in the public contracting process.” (*Id.* at p. 900.)

In the context of this legal framework, the sole issue is whether the inadvertent omissions by Borden on the percentages of subcontractor work, with everything else including the bid amount remaining the same, is considered and immaterial and inconsequential deviation from the call for bids, which can be waived by the Agency; or whether, despite material deviations in JMI’s bid, the omission of subcontractor work percentages provided, Borden’s bid contains a material deviation from the call for bids and is non-responsive.

DISCUSSION

Factual Bases for Rejection of Borden’s Bid

Two primary factual bases are set forth in your letter of July 20, 2025: (1) permitting a “correction” of the subcontractor percentages of work would confer a competitive advantage not available to other bidders and thereby renders the bid non-responsive; and (2) this requirement [subcontractor percentages of work] serves to facilitate the Agency’s verification of compliance with subcontracting limitations and the prime contractor’s obligation to self-perform a minimum percentage of the work.

Prior to addressing the legal authorities relied upon by the Agency, the second factual ground for rejecting Borden’s bid can be dismissed outright. The Instructions to Bidders permitted authorized changes to the bid after bid opening; the Agency requested information to clarify the percentages of subcontractor work; Borden immediately responded with the Bid Form; and the Agency issued a Notice of Intent to Award the Contract. The fact that the percentages were provided one day later did not prevent the Agency from verifying compliance

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with the self-performance percentages prior to the issuance of a Notice of Award of the Contract to Borden.

Therefore, the primary issue is whether the providing of the percentages one-day later at the specific request of the Agency and consistent with the Instructions to Bidders provided Borden with some competitive bidding advantage over other bidding contractors.

On this topic, two factual issues can be addressed immediately without addressing case law. First, Borden did not provide a “correction” of the percentages of subcontractor work in its email transmission the day after bids were open. For example, Borden did not reduce subcontractor percentages so that the 40% limit could be met. Therefore, characterizing Borden’s email transmission with the percentages as a “correction” is misplaced. Second, a dispute does not exist as to whether Borden received an economic competitive advantage over JMI or other bidding contractors by submitting the percentages one day later. The total amount of Borden’s bid did not change. The percentages provided did not alter the total amount of Borden’s bid.

Therefore, in maintaining that Borden obtained a “competitive advantage not available to other contractors,” the factual basis must be something other than “correcting” a bid entry later or obtaining an economic advantage related to the amount of the bid.

To justify its position, the Agency relies almost exclusively on two cases: (1) *Valley Crest Landscape, Inc. v. City Council of the City of Davis* (1996) 14 Cal.App.4th 1432; and (2) *MCM Construction, Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4th 359, both cases which are often cited in the competitive bidding arena.

Valley Crest v. City Council of the City of Davis

The facts of *Valley Crest* are distinguishable. In *Valley Crest*, North Bay Construction, Inc., the lowest bidding contractor, submitted an initial bid which reflected that 83 percent of the work would be performed by subcontractors. The bid package required that each bidding contractor self-perform 50% of the work. The City called this error to the attention of North Bay. After bid, North Bay then corrected the initial percentages to reflect 44.65 percent of subcontractor work. In other words, when confronted with losing the job, North Bay manipulated the numbers and percentages in its original bid to satisfy the self-performance requirement.

On appeal, the court noted that it is “well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted *if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders* or, in other words, if the variance is inconsequential.” (*Valley Crest*, *supra* at p. 1440, 1441.)

In concluding that North Bay’s conduct of correcting its bid after bid opening rendered its bid non-responsive, the appellate court two competitive advantages on those facts which would

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flow to North Bay: (1) changing the percentage of work to be done by subcontractors diverted over \$1.5 million of work directly to North Bay; and (2) by allowing North Bay to correct the percentages after bid opening, North Bay was relieved of potential liability on the bid bond without following the procedures set forth in Public Contract Code, section 5101, *i.e.* North Bay could withdraw its bid without forfeiting its bid bond.

None of those factors are in play with Borden’s bid. Borden did not specify percentages of work to be performed by subcontractors in its original bid and then change those percentages to gain an economic advantage and to avoid bid bond liability. Instead, at the request of the Agency and consistent with the Instructions to Bidders, Borden provided information for the first time which was omitted from the original bid. The percentages in Borden’s bid were never “corrected” as North Bay did. Also, Borden was notified that it was going to be awarded the Contract. At no time did the Agency tell Borden that its bid would be considered nonresponsive in the absence of further information, giving Borden the opportunity to withdraw its bid. (See *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 911.) Therefore, there was no mistake in Borden’s entire bid package on which it would need to exercise rights under section 5101.

Valley Crest is clearly distinguishable on its facts, which undermine the attempt of the Agency to apply the rationale of *Valley Crest* to Borden’s bid.

MCM Construction, Inc. v. City & County of San Francisco

Likewise, MCM is distinguishable on its facts. Indeed, in *MCM*, the facts are more egregious than those presented in *Valley Crest*. In bidding the complex San Francisco Airport job, MCM Construction, Inc. failed to identify any of the subcontractors who would be performing work on this eight-figure project. The court found this to be a material deviation from the call for bids as being in violation of the Subletting and Subcontracting Fair Practices Act (hereinafter the “Act”). (Pub. Cont. Code, §4101, et seq.)

The rationale in *MCM* was sound. Whether intentional or not, omitting the identity of subcontractors in the bid on a \$64.1 million proposed job would have permitted MCM to bid peddle work to subcontractors after bid for a lesser price and pocket the difference, one of the prime if not the exclusive purpose of the Act.

Here, Borden did not change subcontractors. Borden did not change the total amount of the bid. Borden did not bid peddle to undisclosed subcontractors for a lesser price. At the request of the Agency, Borden simply provided the percentages of work of already identified subcontractors.

Ghilotti Construction Co. v. City of Richmond

Ghilotti involved a rather tangled web of facts involving the bid of the Richmond Canal job. As part of its decision, the First Appellate Court made statements that are directly applicable to the Borden bid.

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Preliminarily, the City Council ultimately waived the 50% self-performance requirement in the bid package as being “nonsubstantive and inconsequential.” Therefore, the analysis pertained solely to who was the lowest bid at bid time.

The court noted that, in “determining whether a bid is responsive to a solicitation for bids, and whether a deviation from contract specifications may be disregarded as insubstantial, the contracting entity must provide the bidder with notice and allow it to submit materials concerning the issue of responsiveness.” (*Ghilotti*, at p. 904.) The Agency did just that, consistent with the Instruction to Bidders and Borden’s timely responded. This procedure is sanctioned by *Ghilotti*.

In addressing whether a deviation is substantial, the court referenced an opinion of the Attorney General by stating: “But, more significantly, the Attorney General concludes a deviation is substantial unless it is so inconsequential that it *could not affect the amount of the bid.*” (47 Ops.Cal.Atty.Gen. 129 (1966) at p. 131; *Ghilotti* at p. 906.) Nothing in Borden’s identity of the percentage of work of subcontractors affected the amount of the bid.

Lastly, the *Ghilotti* court distinguished *Valley Crest* that, after analyzing the various calculations to determine the lowest bidder, there was no indication that the City gave the lowest bidder information as to the nonresponsive nature of the bid so that it had the opportunity to withdraw the bid without forfeiting its bid bond. (Id. at p. 911.) Here, as referenced above, the Agency never gave Borden notice of the nonresponsive nature of the bid prior to its Notice of Award of the Contract so that it could exercise rights pursuant to Public Contract Code, section 5101.

CONCLUSION

The Agency does have broad discretion to reject all bids and re-bid the Project. As referenced above, however, this is a fast-tracked project. Therefore, exercising this option may not be feasible.

Regardless, awarding the Contract to JMI would be directly contrary to the competitive bidding statutes and case law interpreting those statutes due to immaterial deviation from the call for bids involving Borden’s bid and the material non-responsiveness of JMI’s bid. If the Agency were to move forward with awarding the Contract to JMI, Borden would need to consider seriously petitioning the court by way of a writ of mandate and/or prohibition for what could be considered arbitrary and capricious conduct by the Agency.

Alternatively, it is clear that Borden did not obtain a competitive advantage in providing the work percentages of the four subcontractors on the day after bid opening, at the specific request of the Agency, consistent with the Instructions to Bidders, and without altering or changing the total amount of its bid. Therefore, it is respectfully submitted that the Agency reconsider its position set forth in your July 29, 2025, letter and award the Contract on the Project to Borden.

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We will closely monitor the situation up to and including the Board Meeting of August 4, 2025, and remain available to discuss these issues in further detail at any time.

Very truly yours,

THE MOUZIS LAW FIRM
A Professional Corporation



Gerald W. Mouzis

GWM/cf

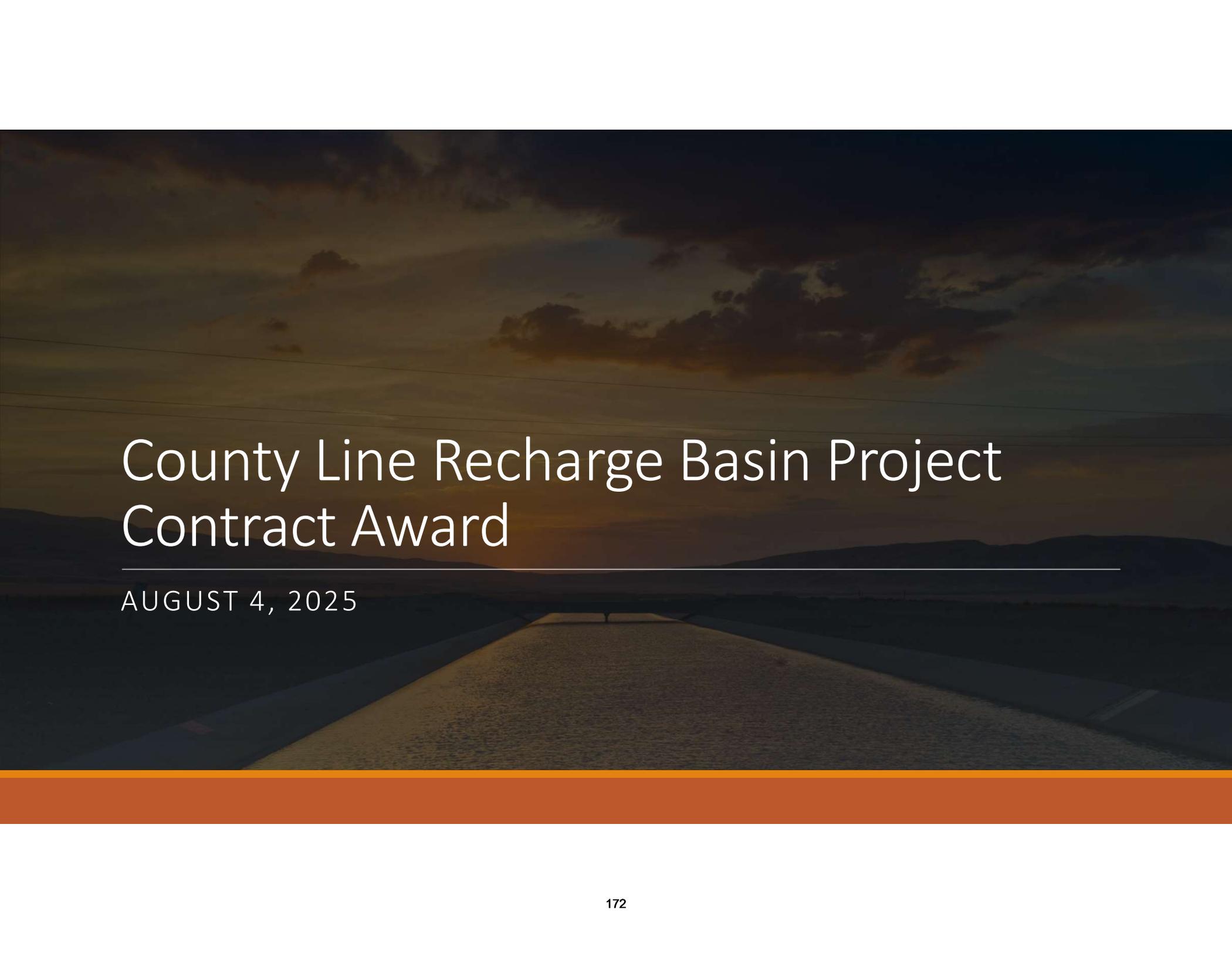
cc. (VIA EMAIL ONLY)

ecampbell@sgpwa.com

Emmett Campbell

Senior Water Resources Planner

San Gorgonio Pass Water Agency



County Line Recharge Basin Project Contract Award

AUGUST 4, 2025





The Board
authorized staff to
advertise for the
County Line
Recharge Basin
Project

Six contractors submitted bids. The results are as follows:

Borden Excavating, Inc. – \$4,947,222.00

James McMinn, Inc. – \$4,987,952.82

Three Peaks Corp. – \$5,234,817.58

Los Angeles Engineering – \$5,730,458.80

Empire Equipment Service, Inc. – \$5,865,805.07

Riverside Construction Company, Inc. – \$6,206,056.45

The engineer's estimate was approximately \$5M

The apparent low bidder was Borden Excavating, Inc. (Borden)

- Staff, legal, and Webb reviewed the bid and submitted a Notice of Intent to Award to Borden on July 24.
- The second lowest bidder, James McMinn, Inc. (JMI) submitted a bid protest on July 25.
- Staff, legal, and Webb reviewed the bid protest.
- The bid protest keyed in on Borden's failure to include the percentage of the overall work that the listed sub-consultants were going to complete and it was determined that the protest had merit.
- Applicable case law holds that failing to include required subcontractor percentage allocations is a material deviation that cannot be waived or corrected after bid submission.
- Due to this, the Agency has no discretion in accepting Borden's bid, and the bid must be rejected.
- The Agency rescinded the Notice of Intent to Award Borden on July 29

The second lowest bidder, was JMI

- Staff, legal, and Webb evaluated JMI's bid and it was deemed responsive.
- Staff notified JMI of the bid protest determination and simultaneously submitted a Notice of Intent to Award to JMI

JMI's bid was \$4,987,952.82

- This is right around the engineer's estimate of \$5M

SGPWA received \$3.1M in ARPA funds from Riverside County

- The overall project is divided into two parts:
 - SGPWA will complete the basins, and pipeline work
 - SBVMWD will complete the turnout connection to the EBX in Bryant
- SBVMWD's portion of the project is estimated to cost approximately \$1M and is expected to kickoff sometime later this year.
- The ARPA funds are expected to cover roughly half the cost of the total project.

Recommendation

Adopt Resolution 2025-06 Awarding a Construction Contract to James McMinn, Inc. for the County Line Road Recharge Basin Project and Rejecting Borden Excavating Inc.'s Bid