

**AGENDA**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
Thursday, April 17, 2025  
7:30 p.m.  
**Westborough Water District Office**  
**2263 Westborough Boulevard, South San Francisco**

1. Roll Call.
2. Review/Approve Proposal from Fischer Compliance, LLC for a Maximum Amount of \$49,680 for the 2025 Sewer System Management Plan (SSMP) Services.
3. Review/Approve Proposal from SoCal Water Pro, LLC for a Maximum Amount of \$6,000 for the Development and Submission of a Cross-Connection Control Plan (CCCP).
4. Rescind Award of Contract to Coastline Construction for the Rowntree Lift Station Staircase Upgrade and Award Contract to Mission Constructors, Inc.
5. Adjournment.

*Upon request, the Westborough Water District will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the auxiliary aid or service at least 3 days before the meeting. Request should be sent to Westborough Water District at 2263 Westborough Boulevard, South San Francisco, CA 94080, or email [wwd@westboroughwater.org](mailto:wwd@westboroughwater.org). Availability of Public Records: all public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Acts, that are distributed to a majority of the legislative body will be available for public inspection at 2263 Westborough Boulevard, South San Francisco, CA 94080, at the same time that the public records are distributed or made available to the legislative body.*



3230 Arena Blvd, Suite #245  
Sacramento, CA 95834  
916.606.5275  
FischerCompliance.com

April 10, 2025

WESTBOROUGH WATER DISTRICT  
Att: Patricia Mairena, General Manager  
P.O. Box 2747  
South San Francisco, CA 94083-2747

RE: Scope of Work (SSMP Technical Services – Reissued WDR, Order No. 2022-0103-DWQ)

Dear Patricia,

Thank you for the opportunity to submit a Scope of Work for completing Sewer System Management Plan (SSMP) technical support services for the Westborough Water District (District). Our most successful projects are those we execute with agencies like yours who want a customized and personalized work product. Our approach includes a team of specialized subject matter experts and a practical evaluation of key work programs for an SSMP Audit and SSMP Update to align with the latest industry standard practices for SSMPs published by BACWA and posted on the [State Water Board spill reduction website](#).

The Draft Scope combines three projects including completing a new 2021-2024 SSMP Audit and new 2025 SSMP Update completely revising/updating the existing District SSMP in our latest format. Also incorporated are best practice recommendations for further improving sewer system effectiveness and resilience for reducing future spills.

Tasks in these projects include completion of both online and in-person inspections, reviewing necessary work programs against the Reissued WDR requirements, reviewing existing O/M program, reviewing the District's Spill Emergency Response Plan (SERP) and spill preparedness/emergency response efforts, reviewing District critical spare part/inventory, reviewing District Standard Operating Procedures (SOPs), and developing suggestions for improving District WDR training for staff/management.

As a reminder, the 2025 SSMP Update must be completed and approved by your Legally Responsible Official (LRO) and uploaded to CIWQS by 8/2/2025. We recommend working with you to secure customized schedules for both work products to provide wide margins for completion of work product to ensure compliance with the established deadlines.

We look forward to discussing the details of our attached Scope of Work.

Sincerely,

James Fischer, P.E., Principal, Credentialed U.S. EPA NPDES Compliance Inspector

Attachment 1 (Scope of Work – Sewer System Management Plan Technical Services)



**FROM:**

**FISCHER COMPLIANCE, LLC**

James Fischer, P.E. (Principal)  
3230 Arena Blvd, STE 245  
Sacramento, CA 95834  
(916) 606-5275  
[jim@fischercompliance.com](mailto:jim@fischercompliance.com)

**TO:**

**WESTBOROUGH WATER DISTRICT**

Att: Patricia Mairena, General Manager  
P.O. Box 2747  
South San Francisco, CA 94083-2747  
(650) 589-1435

**Scope of Work: 2025 Sewer System Management Plan (SSMP) Services**

**OBJECTIVES**

1. Fischer Compliance, LLC (FCL or consulting team) will provide comprehensive Sewer System Management Plan (SSMP) technical support services for the Westborough Water District (District) that meets and exceeds all the required compliance points specified in the State Water Board Sanitary Sewer Systems Waste Discharge Requirements Order No. 2022-0103-DWQ<sup>2</sup>.

**ASSUMPTIONS**

1. Fischer Compliance LLC (consulting team) responsible for scheduling project milestones and tasks for all SSMP technical support services including pre-inspection conference(s), onsite inspections, trainings, and SSMP Update intake meeting.
2. District responsible for responding to information requests and completing tasks. This includes overseeing availability of all key staff for:
  - a. Coordination for meetings document requests
  - b. Comments on draft/final work products
  - c. Ensuring board preparation/adoption, and final SSMP uploaded to CIWQS prior to deadline (8/2/25)
3. Contract end date = 180 days
4. Fischer Compliance LLC hourly rate (\$230/hour)
5. Contract COST NOT TO EXCEED = \$49,680.00

## PROJECT ADMINISTRATION

1. Project Coordination
  - a. FCL will be available for communicating and coordinating with District staff as necessary.
  - b. FCL available to advise/present final project findings to District governing board.
  - c. FCL will utilize Sam Rose (WDR Subject Matter Expert, Sam Rose Consulting) for sewer system management plan development and specialized emergency trainings for projects.
2. Meetings
  - a. Monthly meetings will be held between consulting team and District (management, staff, etc.as directed by District) for coordinating ongoing efforts, providing project updates, reviewing expenses, and soliciting recommendations.
  - b. Ongoing project meetings are anticipated to be no more than one-hour in length.
  - c. Consulting team anticipated to conduct both online and in-person meetings for completing the SSMP services.
3. Document Review
  - a. Consulting team will collaborate with District for circulating/reviewing all draft and final documents for review for ensuring compliance with the approved scope.
4. Invoicing and Progress Reporting
  - a. Consulting team will provide routine invoices detailing hours for each task in the project, specifying the individual(s) responsible for conducting work on the project.
  - b. District will ensure appropriate availability of internal records, documents, and staff both online and in-person as necessary for completion of project tasks.
5. Printing
  - a. Two hard copies of final 2021-2024 SSMP Audit and 2025 SSMP Update mailed to District offices.
  - b. Training eBooks and contact hours for staff.
  - c. Contact certificates for staff attending inspections and trainings.

## KEY DELIVERABLES

1. Task invoices.
2. Final 2021-2024 SSMP Audit (PDF).
3. Final 2025 SSMP Update (licensed in WORD format for District internal use).
4. Training eBook
5. Contact hour certifications for staff attending inspections and trainings.

## TASKS, OUTPUTS, TIMELINES, COSTS

NO.	DESCRIPTION	OUTPUTS/TIMELINES	COSTS
<b>TASK 1</b>	<b>2021-2024 SSMP AUDIT REPORT (to meet/exceed Reissued WDR requirements)</b>		
Task 1.1	Prep/execute kickoff meeting; doc review	<ul style="list-style-type: none"> <li>Document/data review (by 5/30/2025)</li> </ul>	25 hrs. (\$5,750)
Task 1.2	Prep/execute SSMP inspection (in-person, travel cost included)	<ul style="list-style-type: none"> <li>Document/data review (by 5/30/2025)</li> </ul>	45 hrs. (\$10,350)
Task 1.3	Prep/execute Post-Inspection Data Review, Draft SSMP Audit Report for District review	<ul style="list-style-type: none"> <li>Document/data review (by 5/30/2025)</li> </ul>	45 hrs. (\$10,350)
Task 1.3	Finalize SSMP Audit Report	<ul style="list-style-type: none"> <li>Document/data review (by 5/30/2025)</li> </ul>	10 hrs. (\$2,300)
<b>TASK 2</b>	<b>2025 SSMP UPDATE (to meet/exceed Reissued WDR requirements)</b>		
Task 2.1	Prep/execute Document review; new SSMP commitments tables for 2025 SSMP	<ul style="list-style-type: none"> <li>Document/data review</li> <li>Completed by 6/6/2025</li> </ul>	25 hrs. (\$5,750)
Task 2.2	Prep/execute SSMP online intake meeting with all necessary District staff for completing gap analysis for determining existing District SSMP compliance against all new Reissued WDR requirements; compile notes and transcribe recordings	<ul style="list-style-type: none"> <li>Online meeting</li> <li>Completed by 6/6/2025</li> </ul>	25 hrs. (\$5,750)
Task 2.3	Prep/execute draft SSMP aligning with 2024 Recommended SSMP Guidance Manual formatting (Compliance, Implementation, Effectiveness, Resilience published on State Water Board website)	<ul style="list-style-type: none"> <li>Draft new District 2025 SSMP report</li> <li>Completed by 6/6/2025</li> </ul>	35 hrs. (\$8,050)
Task 2.4	Prep/execute final 2025 SSMP aligning with 2024 Recommended SSMP Guidance Manual formatting (Compliance, Implementation, Effectiveness, Resilience published on State Water Board website)	<ul style="list-style-type: none"> <li>Finalize new District 2025 SSMP report</li> <li>Completed by 6/26/2025</li> </ul>	6 hrs. (\$1,380)
Task 2.5	In-Person Training (1 day, 6 hours covering new SSMP, Spill Emergency Response + board PPT presentation (online or in-person))	<ul style="list-style-type: none"> <li>PPT presentation (online)</li> <li>Completed by July 2025</li> </ul>	Complimentary



## About Fischer Compliance, LLC



James Fischer, PE, Principal

**FISCHER COMPLIANCE, LLC.** is a professional environmental consulting company based in Sacramento, California. Formerly employed for decades as an official government environmental and regulatory engineer, the company Principal, Mr. James Fischer, P.E., brings unique qualifications for public agencies seeking high quality compliance assurance interpreting California water quality regulations, permits and Orders including [“Sanitary Sewer System Waste Discharge Requirements” \(SSS WDRs\)](#). While many consulting firms provide similar services, Fischer Compliance, LLC. is uniquely qualified with decades of knowledge and experience as a California regulator including system operational assessments for clients aiming to reduce violations, enforcement risks, and gain top recommended industry best practices for improving effectiveness. Over 12 years as statewide lead inspector for the SSS WDRs at the State Water Board allows for quick and efficient services to help identify potential violations and recommended solutions without delays. Sewer System Management Plan (SSMP) Audits, Spill Emergency Response Plans (SERPs), SSMP Updates, and Compliance Evaluation Inspections utilizing USEPA recommended standards with a credentialed inspector are top services offered by the company with deployment of outside subject matter experts wherever necessary. Our firm also includes key authors of the SSMP guidance published in 2024 by the Bay Area Clean Water Agencies (BACWA) posted on the [State Water Board’s spill reduction website](#).

Fischer Compliance is also an active partner providing complimentary WDR technical trainings for members of the California Water Environment Association (CWEA) and Clean Water SoCal.

### List of Attachments

Attachment A (James Fischer, P.E. Resume)

Attachment B (Richard Cunningham Resume)

Attachment C (Sam Rose Resume)

Attachment D (2024/2025 Fischer Compliance LLC Client Rate Sheet)

# JAMES E. FISCHER JR, P.E.

3230 Arena Blvd, STE 245 Sacramento, CA 95834 | <https://www.linkedin.com/in/jfischerjr> | [FischerComplianceLLC@gmail.com](mailto:FischerComplianceLLC@gmail.com)

## OVERVIEW

### - Key Skills and Experience-

- Accomplished Professional Engineer with over 34 years government regulatory experience
- | Collection system regulatory Subject Matter Expert/Credentialed USEPA Clean Water Act Inspector
- | State Water Board Water Quality Enforcement Policy Expertise (hearings/settlements)
- | Water quality investigations, compliance determinations, and evidence collection
- | Recognized industry expert speaker and trainer | Multi-discipline environmental regulator contacts

### - Select Career Highlights -

- Managed State Water Board's statewide collection system compliance and enforcement initiatives training and leading multi-disciplinary inspection teams, ramping >100 compliance audits across nine regional water boards
- Managed program to implement AB13193 amending Porter-Cologne Water Quality Control Act for California Statewide Sanitary Sewer Overflow Reduction Program
- State Water Board subject matter experts for – Sanitary Sewer Systems Waste Discharge Requirements (WDR)
- Credentialed USEPA NPDES Clean Water Act Inspector
- Credentialed FAA certified flight instructor/safety inspector

## PROFESSIONAL OVERVIEW

### FISCHER COMPLIANCE, LLC

9/2020-present

#### Principal

- Sanitary Sewer Systems Waste Discharge Requirements (SSS WDRs) subject matter expert supporting municipalities seeking expert compliance services for reducing system risks, enforcement liabilities, and improving performance
- Sewer System Management Plan (SSMP) Audits/updates, Annual Reporting, Technical Spill Report Review, Simulated Regulatory Compliance Evaluation Inspections (CEIs), spill emergency response custom trainings, wastewater permit compliance reviews, and strategic compliance coaching services

### CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

2009-2020

#### Water Resource Control Engineer/Office of Enforcement/Special Investigations Unit

- Managed statewide Enforcement Initiative for evaluation of compliance Orders and permits (WDR/NPDES)
- Documented violations, and develop technical reports to support enforcement cases and recommendations
- Collaborated with investigators, attorneys, and regional water board clients in field offices to develop enforcement responses, including notices of violation (NOVs), technical investigations, and administrative civil liability complaints
- Implemented statewide water quality enforcement policy (hearings and settlement negotiations)
- Reviewed facility operational records, sampling/receiving water data, engineering calculations, and reports
- Conducted facility compliance inspections and write detailed reports and investigations covering wastewater, drinking water, stormwater, and water rights
- Testified as subject matter expert on wastewater engineering "best practices", investigation findings, and enforcement recommendations
- Supervises/trained/mentored regional water board compliance/enforcement inspectors
- Developed training products and conduct stakeholder presentation to support regional board missions
- Conducted policy review to evaluate enforceability for board permits

# JAMES E. FISCHER JR, P.E.

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## Water Resource Control Engineer/Division of Water Quality

2008-2009

- Statewide Program Manager for Waste Discharge Requirements (WDRs) General Order
- Managed statewide permit review and presented recommendations to state water board
- Managed statewide outreach campaign
- Managed electronic spill reporting database and external user group
- Trained regional water board staff
- Evaluated historic spill records, test programs, sampling, and monitoring reports

## **CALIFORNIA AIR RESOURCES BOARD**

### Air Resources Engineer/Technical Support Division/Goods Movement Section

2007-2008

- Co-authored guidelines for allocating \$1 billion generated by Proposition 1B to reduce emissions and reduce health risks from trucks, trains, ships, and harbor craft in goods movement
- Conducted outreach and solicited input from local agencies, industry and the public/stakeholders

## **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

2005-2007

### Aviation Safety Officer/Division of Aeronautics

- Conducted safety compliance inspections at public-use and private-use airports and heliports
- Identified and assessed safety hazards for conformity with federal and state safety regulations and guidelines
- Enforced state and federal safety standards using written technical correspondence
- Collaborated with environmental planners, land use planners, project engineers, and local governing boards on the implementation of contracts and projects
- Designed field inspection reference and training materials
- Developed discrepancy tracking system
- Conducted airport and heliport permit reviews and amendments

## **CALIFORNIA AIR RESOURCES BOARD**

1997-2005

### Air Resources Engineer/Office of Communications

- Public Outreach Officer responsible for training, education, and outreach
- Conducted presentations and acted as ARB spokesperson in government and industry partnerships
- Published technical fact sheets and newsletters to inform industry of regulatory requirements
- Collaborated with multi-discipline team to develop a toxic air emissions test with Southwest Airlines B-737 jets
- Conducted industrial facility inspections
- Managed contracts and funding mechanisms for clean air projects
- Start-up support for the California Fuel Cell Partnership

### Air Resources Engineer/Stationary Source Division

1989-1997

- Technical support, engineering expertise, and CEQA review to local, state and federal air quality agencies responsible for siting and permitting new and modified facilities
- Conducted technical review of facility engineering evaluations covering power plants, boilers and incinerator projects to verify compliance with air quality permits, statutes, regulations, and guidelines
- Collected, evaluated, and presented air emission test data to policy makers and the public
- Co-authored emission guidelines for determining combustion efficiency and air pollution reduction performance
- Lead technical staff for adoption and implementation of air toxics regulation for medical waste incinerators
- Conducted emission tests on incinerator facilities throughout the state
- Performed computer simulations for determining air quality risk assessments



# **JAMES E. FISCHER JR, P.E.**

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## **CERTIFICATES/TRAINING**

- California Registered Professional Engineer (P.E.), Mechanical Engineer (#M29780)
- Certified and Credentialed NPDES National Technical Inspector (U.S. EPA Compliance Office)
- HAZWOPER certification
- Municipal Separate Storm Sewer System (MS4) Program Evaluations (U.S. EPA Wastewater Management)
- Industrial Stormwater Inspector Trainings (California State University, Sacramento Office of Water Programs)
- Advanced Environmental Crimes Program (USEPA Criminal Investigation Division)
- Environmental Enforcement (Western States Project)
- Engineering and Operations Maintenance (CWEA)
- Collection System Construction and Maintenance (BTC Training Consultants)
- Certified Pipe and Plate Welder (American Welding Society)

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## **EDUCATION**

**Bachelor of Science, Mechanical Engineering Technology**  
CALIFORNIA STATE UNIVERSITY, SACRAMENTO

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## **PUBLICATIONS**

- *"10-Year Update on California's Waste Discharge Requirements (SSS WDRs)"*, California Water Environment Association (CWEA), 2016
- *"Emission Guidelines from Resource Recovery Facilities"*, California Air Resources Board, 1991

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## **EXTRACURRICULAR**

- FAA Certified Commercial Pilot and Flight Instructor
- FAA Certified 5010 Airport Safety Inspector
- Yolo County Sheriffs Aerosquadron Volunteer Pilot
- FCC Amateur Radio Operator (Extra Class License)
- Professional Jazz Pianist

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## **REFERENCES**

- Cris Carrigan, Retired, Director of Enforcement, SWRCB (916-754-6401)
- Julie Macedo, Staff Counsel IV, SWRCB/Office of Enforcement (916) 323-6847
- Diana Messina, P.E., Supervising WRCE, SWRCB (916) 341-5523
- Eric Magnan, Enforcement and Compliance Manager, USEPA Region 9 (415-972-3577)

# Richard Cunningham

999 Victoria Ct., Lafayette, CA 94549 cell: 925-297-9229 email: [rc@sewers.com](mailto:rc@sewers.com)

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## Employment summary

2013 to 2018: Project Manager (as-needed), City of Emeryville

2004 to 2012: Public Works Manager, City of Albany, CA

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1986 to 2004: Division Manager, Street and Sewer Operations, City of San Francisco

1982: Assistant Manager, San Francisco DPW Operations

1980: Assistant to the SF DPW Deputy Director for Operations

1978: Joined San Francisco DPW Operations after college graduation (BA from Antioch College of Ohio)

## Professional Activities

Since 1982: Member of American Public Works Association

Since 1983: Member of California Water Environment Association

Since 1983: Member of Water Environment Federation (WEF)

Since 1984: Member of WEF collection systems committee

1990-93: Vice-chair of WEF Collection Systems Committee

1993-96: Chair of WEF Collection Systems Committee

2002-03: Vice-chair of CWEA technical certification committee

2004-05: Co-chair of WEF Collection Systems Committee

2005-07: Vice-chair of Bay Area Clean Water Agencies (BACWA) Collection Systems Committee

2007-08: Chair of Bay Area Clean Water Agencies (BACWA) Collection Systems Committee

1984-2008: Instructor, WEF Collection System Workshops for collection system management and database design/implementation

1995-2003: Instructor, Collection System Management  
UNLV College of Engineering and University of Alabama

2001-2004: Instructor, CMOM/SSO, Pacific Northwest Clean Water Assoc.

2002-2003: Instructor, CMOM/SSO, Idaho Rural Water Assoc.

2003: Winner of WEF Collection System Award for contributions made to the field of wastewater collection system management.

2007-2008: Instructor, Collection System Management  
University of Wisconsin – Madison

2008: Chapter author, WEF Manual of Practice #7, Collection System Management

2009-2012: Managing negotiator for East Bay Collection Systems Advisory Committee in Federal stipulated order negotiations for long-term inflow and infiltration reduction program.

2018-2019: City of Oakland Consent Decree compliance review

\* California Water Environment Assoc. Collection System Technical Certificate, Collection Systems Grade IV, 1986

\* Class A commercial driver's license

### Legal and Regulatory Experience:

\* Depositions and court appearances: 200+ in 26 years of management responsibilities with City and County of San Francisco.

\* Served as administrative hearing officer for public works cases in San Francisco from 1999 to 2004.

\* 2009-2012: Collection systems agency representative in negotiations of Administrative Order and Stipulated Order with US EPA/SWRCB affecting the seven agencies that are tributary to the EBMUD treatment plant.

The Stipulated Order included the development of provisions covering private sewer lateral inspection and rehabilitation triggered by property ownership change, building permit activity, and other elements.



## Attachment 3 (Sam Rose Resume)

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652 Woodlake Drive, Sacramento, CA 95815  
consultsamrose@gmail.com  
(916) 871-4495

### Background

Over 40 years of experience in the Wastewater Collection System industry, 15 of those in management positions, 4 years as a consultant serving sewer collection agencies throughout California. Experience includes Program Development and Optimization, Asset Management, Spill Emergency Response Plan Development and implementation, SSMP Development, Implementation and Audits, Resource Management, Culture Change, Employee Development, Succession Planning, Regulatory Compliance, Fleet Management, Budgeting and Fiscal Responsibility. Over 20 years' experience teaching, training, coaching, and mentoring personnel from utility agencies throughout California. Recognized Wastewater Collection System Subject Matter Expert. Member - State Water Board Data Review Committee.

### Experience

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August 2019 to Present	<b>Principal, Sam Rose Consulting</b> Employee Development, O&M Program Development, Optimization and Assessments, On-Boarding and Succession Planning, Spill Emergency Response Plan Development and Training, SSMP Development and Audits, State Water Board WDR Compliance Inspections, Safety Evaluations, Standard Operating Procedures.
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March 2015 to May 2020	<b>South Placer Municipal Utility District</b> Superintendent – Operations and Maintenance Wastewater Collection System
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May 2010 to Mar 2015	<b>South Placer Municipal Utility District</b> Technical Services Manager – Engineering, Construction, IT, Contracting, Source Control.
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April 2005 to May 2010	<b>South Placer Municipal Utility District</b> Construction Manager, New Development Projects, Contracting.
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July 1986 to 2005	<b>South Placer Municipal Utility District</b> Various Positions – Maintenance Worker, Inspector, Field Services Technician, Construction Projects Administrator.
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### Education

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1993	Bachelor of Arts – Sociology; Minor - Business Administration from California State University, Sacramento
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### Client Rate Sheet (CY 2025)

<b>Staff</b>	<b>Labor Rate (\$/hour)</b>
Principal Engineer, Subject Matter Expert (SME)	\$260
Management Partner SME	\$240
Collection System SME	\$220
Administrative	\$120

- Outside services (printing, shipping, reproduction, supplies, travel, etc.) billed at actual costs +10%.
- Direct costs including routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses) billed at 2% of all labor charges.
- Subconsultant fees billed at actual cost + 10%.
- Travel personal mileage will be billed at 67 cents per mile.
- Travel time labor rates billed at ½ hourly rates for staff.
- Travel incidental allowances not to exceed \$100/day for each 24-hour period.
- Emergency labor and travel costs subject to supplemental billing.
- Customized invoicing/schedules matching client formats, billing, and formatting available on request.
- A finance charge of 1.5 percent per month (annual rate of 18 percent) charged for unpaid balances on all invoices not paid within 45 days from date of the issuance.



# CROSS-CONNECTION CONTROL PLAN DEVELOPMENT PROPOSAL

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## **Client**

CA4110027-WESTBOROUGH COUNTY WATER DIST  
2263 WESTBOROUGH BLVD  
SOUTH SAN FRANCISCO CA 94080

## **Service Provider**

SOCAL WATER PRO LLC  
3435 E Thousand Oaks Blvd, 7532 Thousand Oaks,  
California 91359  
Email: [info@socalwaterpro.com](mailto:info@socalwaterpro.com)  
Phone: (805) 991-7333

**Date:** Mar 10, 2025



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## 1. EXECUTIVE SUMMARY

SoCal Water Pro LLC is a trusted leader in water compliance and operational services. We specialize in implementing tailored solutions that meet and exceed regulatory requirements while maintaining operational efficiency. This proposal outlines a comprehensive Cross-Connection Control (CCC) Program Plan development services for the District, including program development, submittal to the State, and coordination for approval.

Our goal is to ensure that the WESTBOROUGH COUNTY WD has a robust CCC Program that is compliant with California's water safety regulations, protecting public health and providing safe, reliable water service.

## 2. QUALIFICATIONS & EXPERIENCE

SoCal Water Pro LLC is a highly qualified water management and compliance firm specializing in backflow prevention, cross-connection control, and water system operations. We have extensive experience working with municipalities, water districts, and private utilities to ensure compliance with California State Water Resources Control Board regulations.

### 2.1. Our expertise includes:

- **Certified Cross-Connection Control Specialists** with extensive experience managing CCCPH-compliant programs.
- **Field Assessments & Hazard Identification** to mitigate potential risks before they become system failures.
- **Regulatory Compliance Expertise**—Successfully working with water districts across California to implement CCCPH-compliant programs.
- **Customer & Tester Support Services** to assist with compliance and education.
- **Backflow Prevention Assemblies** – Management of BPA inventories, testing, and compliance.
- **Comprehensive Reporting & Compliance Audits** to ensure regulatory standards are met consistently.

### 2.2. Licenses & Certifications:

Our team holds the necessary certifications to perform all aspects of cross-connection control, hazard assessment, and backflow prevention, including:

- **Backflow Prevention Device Tester License** (Certified to inspect, test, and repair backflow prevention assemblies).
- **Cross-Connection Control Specialist License** (Qualified to develop and oversee cross-connection control programs).
- **SWRCB Water Treatment and Distribution Certifications** (Ensuring regulatory compliance in water system operations).
- **Hazard Assessment and Mitigation Training** (Expertise in conducting comprehensive risk assessments for water systems).



### 3. KEY STAFF INVOLVED

#### Glenn Van Eekhout

Glenn Van Eekhout has nearly 30 years of experience as a local regulator, including serving as the Cross-Connection and Water Pollution Control Program Chief at the LA County Department of Public Health, Santa Clarita Valley Water Agency, City of Pasadena, among others. He has extensive experience in cross-connection control, backflow prevention, and water pollution control.

#### Certifications:

- CA Department of Public Health Registered Environmental Health Specialist
- CA State Water Board and Water Operator Certifications
- Cross-Connection Control Specialist (AWWA and ABPA)
- Backflow Prevention Assembly Tester (ABPA, AWWA, Los Angeles County DPH)

#### Tim Lewsadder

Tim Lewsadder has over 12 years of experience working with local water systems as a chief operator and cross-connection specialist. He has held key roles at Crestview Mutual Water Company, North Pleasant Valley Desalter, United Water Conservation District, City of Santa Barbara, and Montecito Water District. His expertise includes water system operations, cross-connection control, backflow prevention, and regulatory compliance.

#### Certifications:

- CA State Water Board and Water Operator Certifications
- Certified Backflow Tester (Ventura County, AWWA)
- Cross-Connection Control Specialist (AWWA)

#### Harrison Wairimu

Harrison Wairimu has been an environmental and health specialist for over 10 years. He has held several key positions, including serving as Environmental and Health lead for the City of San Jose and AeroVironment Inc. Currently, Harrison serves as a contract compliance manager for multiple water systems, including South Mountain Mutual Water, Tico Mutual Water, RIO School District, and Garden Acres Mutual Water, among others.

Harrison has extensive experience collaborating with the California State Water Resources Control Board regulators and the California Division of Occupational Safety and Health. He has also led numerous major project management initiatives within the water industry.

#### Certifications:

- Public Health Registered Environmental Health Specialist
- Certified Health and Safety Professional
- BCSP Safety Management Specialist
- Cross-Connection Specialist (in progress)
- Project Management Professional (PMP)



## 4. WATER SYSTEM DETAILS

As of March 05, 2025, **WESTBOROUGH COUNTY WATER DIST**:

WATER SYSTEM DETAILS	
Water System No.	CA3710018
Water System Name:	WESTBOROUGH COUNTY WATER DIST
Service Connections	
Residential Connections	3775
Non-Residential Connections	131
<b>Total Service Connections</b>	<b>3906</b>
Population Served	13,486
Backflow Prevention Assemblies	---
Division of Drinking Water District Office	DISTRICT 17 - SANTA CLARA

## 5. SERVICES OVERVIEW

### 5.1. Development and Submission of a Cross-Connection Control Plan (CCCP)

The following services will be provided to develop and submit the Cross-Connection Control Plan (CCCP). **State submittal deadline is July 1<sup>st</sup>, 2025:**

#### 5.1.1. Plan Development & Documentation

- Gather necessary system data, including service connection inventory and existing backflow prevention measures.
- Review legal framework & enforcement procedures, including ordinances, rules, and policies that support CCCP compliance.
- Create a hazard assessment schedule in accordance with CCCPH Section 3.2.1.
- Define the process for backflow prevention device testing and inspections.

#### 5.1.2. Coordination with Local & State Authorities

- Engage with the State Water Resources Control Board to align with regulatory requirements.
- Engage water system departments and other internal stakeholders to address any concerns.

#### 5.1.3. Submission & Approval Process

- Compile the finalized Cross-Connection Control Plan for submission.
- Prepare supplementary documentation, including hazard assessment schedule and compliance strategies.

- Respond to any regulatory inquiries or requested modifications from the State Water Board.

#### 5.1.4. Deliverables

- Completed Cross-Connection Control Plan (CCCP)
- System Templates and procedures document as required by CCCPH
- Final plan submission to the State Water Resources Control Board

## 6. RATE STRUCTURE

	Service	Price	Type of Cost
1	Plan Development and Program Implementation	\$ 6,000	One-Time - Fixed Cost

## 7. CONTACT INFORMATION

For any inquiries or service requests, please contact:

**SoCal Water Pro LLC**

**Address:** 3435 E Thousand Oaks Blvd, 7532  
Thousand Oaks, California 91359

**Email:** [info@socalwaterpro.com](mailto:info@socalwaterpro.com)

**Phone:** (805) 991-7333

## 8. ACCEPTANCE AND SIGNATURE PAGE

This proposal is accepted and agreed to by:

**WESTBOROUGH COUNTY WD**

**SOCAL WATER PRO LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## 9. BILLING INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



## Patricia Mairena

---

**From:** Billy Maxwell <coast.side86@gmail.com>  
**Sent:** Monday, April 7, 2025 7:47 PM  
**To:** Patricia Mairena  
**Cc:** Johnny Kennedy; Carlos Arias  
**Subject:** Re: 25014-Westborough water Lift station Staircase Upgrade

Hi Patricia,

Thank you for resending this email, unfortunately I didn't receive the first one. I did get Johnny's message the other day but the last couple days have been a blur.

As of now, it is very unfortunate to inform you guys that I am no longer with Coastline Construction Inc. My partner and I have decided to part ways. I still hold my A license but will no longer be associated with the company. I apologize the inconvenience and would like to recommend GSW Construction to assist you if the other bidders are not able to perform the work.

I am currently working for my previous employer Mountain Cascade Inc. As the Area Superintendent. Please feel free to reach out to me for further information if needed.

Thank you,

Billy Maxwell  
650-554-1718

On Apr 7, 2025, at 3:49 PM, Patricia Mairena <pmairena@westboroughwater.org> wrote:

Hi Billy,

Johnny provided me with your updated contact information. Please read my previous email below.

Attached is the agreement that was prepared by our attorney. Please review it and if acceptable, please let me know and I will send you a signed copy.

Also, please make sure to send me a certificate of insurance for the required coverage.

Thanks,

Patricia Mairena  
General Manager  
Westborough Water District



## PUBLIC WORKS CONTRACT

THIS CONTRACT, was made this 17th day of April, 2025, by and between the WESTBOROUGH WATER DISTRICT, a public agency ("District") and MISSION CONSTRUCTORS, INC. ("Contractor").

WHEREAS, the District desires to obtain work to repair and replace the staircase located at the Rowntree Lift Station in South San Francisco, CA; and

WHEREAS, the Contractor desires to furnish such work and has provided a proposal dated March 10, 2025, which is attached hereto and incorporated herein by reference as Exhibit A, to the extent not inconsistent herewith, to perform the work.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials and equipment required to repair and replace the staircase located at the Rowntree Lift Station in South San Francisco, CA, as more particularly described in Exhibit A.
2. **BEGINNING OF WORK AND TIME OF COMPLETION.** After the contract has been executed by the District, the Contractor shall begin work within 15 days from the effective date of the Notice to Proceed issued by the District, and shall complete all of the work called for under this Contract within 30 days from the effective date of the Notice to Proceed. The work is to be performed on a schedule to be mutually agreed upon by the parties.
3. **COMPENSATION.** The Contractor shall furnish and install the equipment and faithfully perform all of the work required under this Contract for a total sum not to exceed \$34,382 as more particularly described in the Exhibit A ("Total Contract Price"). The Total Contract Price shall include any and all costs for materials, labor, subcontractors, insurance, taxes, delivery, profit and any other element of expense or compensation arising out of the work performed hereunder with the exception of the materials being provided by District.
4. **MANNER OF PAYMENT.** Contractor shall submit invoices to District on a monthly basis for services performed during the designated month on the tenth (10<sup>th</sup>) working day of the following month. District shall render payment within thirty (30) days of receipt of an approved invoice, subject to the retention provisions set forth in Section 13.11 of this Contract.
5. **CHANGES.** The District may, at any time, by written order, make changes within the scope of work described in this Contract. If such changes cause an increase in the budgeted cost or the time required for the performance of the agreed upon work, an equitable adjustment as mutually agreed upon shall be made in the compensation and/or schedule of performance. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work and result in an adjustment in the amount of compensation or time required for performance of the work specified herein, Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation and/or schedule resulting therefrom. Such notice shall be given the District prior to the time that Contractor performs work related to the proposed adjustment in compensation. Any

and all pertinent changes shall be expressed in a written supplement to this Contract prior to implementation of such changes.

6. **TERMINATION.** The District may terminate the Contract upon ten (10) days written notice. Upon termination, District shall pay Contractor the allowable costs incurred to the date of termination and those costs reasonably necessary, as determined by the District, to effect the termination. In the event Contractor breaches the terms of the Contract, the District may immediately terminate the Contract and shall pay Contractor only its allowable costs to the date of termination. In the event of termination, Contractor shall cooperate with the District's reasonable instructions to terminate the work and furnish requested materials and records.

7. **INSPECTION OF SITE OF WORK.** Contractor shall examine carefully the site of work and shall inform itself of the conditions relating to the execution of the work. If the Contractor does not inspect the site, the Contractor is responsible for all site conditions had the Contractor performed a reasonable site inspection.

8. **RESPONSIBILITY: INDEMNIFICATION.** Contractor shall indemnify, defend, keep and save harmless the District, and its directors, officers, agents and employees against any and all liability, damages, costs, claims or actions, including reasonable attorneys' fees and charges, arising out of any injury to persons or property that may occur, or that be alleged to have occurred, in the course of the performance of this Contract by the Contractor caused by any act or omission of the Contractor or its employees, subcontractors or agents. Contractor further agrees if any judgment be rendered against District or any of the other individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same. This indemnification obligation shall survive the termination or expiration of this contract.

9. **INSURANCE.**

A. **Workers' Compensation.** Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable and Employers' Liability Insurance, which shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

B. **Commercial General Liability Insurance.** Contractor also shall procure and maintain at all times during the performance of this Contract Commercial General Liability Insurance, including completed operations coverage, with a limit for each occurrence of Two Million Dollars (\$2,000,000) naming as additional insureds, in connection with the Contractor's activities hereunder, the District, and its directors, officers, employees and agents. The Insurer(s) shall endorse that its policy(ies) is Primary Insurance and it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering District.

C. **Automobile Liability Insurance.** Contractor shall also procure and maintain at all times during the performance of this Contract Automobile Liability Insurance covering all automobiles owned, hired, or leased by Contractor with a limit of One Million Dollars (\$1,000,000) for each accident naming the District, and its directors, officers, employees and agents as additional insureds.

With respect to coverages under Subsections B and C above, inclusion of District as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and District in the same manner as though a separate policy had been issued to each. These requirements shall not operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, Contractor shall deliver to District Certificate(s) of Insurance which shall indicate compliance with all the insurance requirements above and shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to District.

**10. FINAL INSPECTION AND ACCEPTANCE.** Upon notice from the Contractor that the work has been completed, the District will make a final inspection and provide the Contractor with written notice of final acceptance, if it is determined that the work meets the Contract requirements, or instructions to promptly fix defective work identified at Contractor's sole expense.

**11. GUARANTY OF WORK.** Contractor warrants to the District that all materials and equipment furnished under the Contract will be of good quality and new, that the work will be free from defects in material or workmanship, and that the work will conform to the requirements of the Contract. Work not conforming to the Contract requirements may be considered defective.

If, within one (1) year after the date of final acceptance of the work by the District, any of the work is found to be defective, the Contractor shall correct it promptly after written notice from the District to do so and pay for any damage to other property resulting from the defective work. If the Contractor fails to correct the defective work, the District may correct it at the Contractor's expense. Work that is corrected shall be subject to a one-year warranty obligation, commencing on the date the work is corrected.

The requirements of this section relate only to the specific obligation to correct defective work and nothing in this section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract.

**12. CONDITIONS OF USE AND PRESERVATION OF PROPERTY.** Contractor shall assume full responsibility for protection and safekeeping of the materials and equipment stored on the site. In the event that any stored items or activities of the Contractor interfere with the District's operations, the Contractor shall move the items or modify the activities at its expense in accordance with District's direction.

Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities and adjacent property. Any injury to the property of the District or any other third party caused by Contractor's operations shall be restored or replaced at Contractor's expense.

**13. PROVISIONS APPLICABLE TO PUBLIC WORKS CONTRACTS.**

**13.1 CLAIMS PROCEDURES.** Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be

submitted no later than (a) 30 days after change order negotiations and procedures are complete as per Section 5 or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District; (b) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the District.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The District reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the District will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The District and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the District must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the District's written statement, or if the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The District will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the District will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.



Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the District or the Contractor may request a trial de novo.

**13.2 UTILITY RELOCATION.** Pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify the District in writing. Where necessary for the work of the Contract, the District will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the District, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

**13.3 PUBLIC WORKS REGISTRATION.** The Contractor must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

**13.4 USE OF SUBCONTRACTORS.** Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of the District. Contractor shall be solely responsible for reimbursing any subcontractors and District shall have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.

**13.5 CONTRACTOR'S LICENSE REQUIREMENTS.** Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law.

**13.6 NON-COLLUSION DECLARATION.** Pursuant to Public Contract Code Section

7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by District, which is attached and incorporated herein.

**13.7 LABOR CODE REQUIREMENTS.** In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

A. Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to District, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.

B. Prevailing Wage Requirements. Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Scope of Work is to be performed and AGENCY has adopted that prevailing rate of wages. A copy of the prevailing wage rates can be found online at <http://www.dir.ca.gov/dlsr/pwd>. A copy of those prevailing wage rates must be posted at the jobsite by Contractor. Contractor and its subcontractors must comply with Labor Code Section 1775 regarding the payment of prevailing wages. Contractor shall forfeit as a penalty to AGENCY \$25 for each worker employed in the execution of the Scope of Work by Contractor or any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay as provided in Section 1815.

C. Payroll Records. Contractor's contractors shall keep an accurate payroll record, containing the information, prepared in a format, verified by written declaration, made available for inspection and marked to prevent disclosure of individual worker information upon making it available for inspection, and shall inform AGENCY of the location of payroll records and any change in location, all in accordance with the requirements of Labor Code Section 1776 and subject to penalties to be forfeited to AGENCY as provided therein. The payroll records shall be submitted monthly to AGENCY and directly to the Labor Commissioner.

D. Location of Records. The Contractor shall inform the District of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

E. Preservation of Records. The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

F. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code

which provides that Contractor shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**13.8 EXCAVATION.** If applicable, in accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify the District promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify the District of such conditions prior to disturbing them, and shall await direction from the District as to how to proceed.

**13.9 TRENCH SAFETY.** For all contracts over \$25,000, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the District, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

**13.10 BONDING.** For all contracts over \$25,000, the successful Bidder shall provide a payment bond in the amount equal to one hundred percent (100%) of the Total Contract Price and issued by a California admitted surety. The payment bond shall provide the District with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. All bonds shall be provided on forms acceptable to District. Compensation for furnishing bonds is included in the Total Contract Price.

**13.11 RETENTION OF PROGRESS PAYMENTS.** The District may retain five percent (5%) of the estimated value of the work done and five percent (5%) of the value of materials estimated to have been furnished and delivered and unused, or furnished and stored as part security for the fulfillment of the Contract by the Contractor. Any time after fifty percent (50%) of the work has been completed, if the District finds that satisfactory progress is being made, the District may make any of the remaining progress payments in full for actual work completed in accordance with Public Contract Code Section 9203.

Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having



progress payments retained by the District, to deposit in escrow with the District, or with a bank acceptable to the District, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District. If the Contractor elects to submit securities in lieu of having progress payments retained by the District, the Contractor shall, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to the subcontractor.

14. **COMPLIANCE SAFETY REQUIREMENTS.** The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefore to the District, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to the District, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such material, equipment and facilities.

15. **COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the work. In the event Contractor fails to comply with these requirements, the District may stop any work until such noncompliance is remedied. No part of the time lost due to any such cessation of the work shall be made the subject of a claim for an extension of time or increase in the compensation.

16. **CONTRACTOR'S STATUS.** Neither Contractor nor any party contracting with the Contractor shall be deemed an agent or employee of the District. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for Contractor shall be one solely between said parties.

17. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of District.

18. **RECORDS.** During the term of this Contract, Contractor shall permit representatives of District to have access to, examine and make copies, at District's expense, of its books, records and documents relating to this Contract at all reasonable times.

19. **DISTRICT WARRANTIES.** The District makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

20. **DISTRICT REPRESENTATIVE.** Except when approval or other action is required to be given or taken by the Board of Directors of the District, the General Manager of the District, or the General Manager's designee, shall represent and act for the District.

21. **NOTICES.** All notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District: Westborough Water District  
2263 Westborough Blvd.  
P.O. Box 2747  
South San Francisco, CA 94083-2747

ATTENTION: Patricia Mairena, General Manager

If to the Contractor: Mission Constructors, Inc.  
195 Bayshore Blvd.  
San Francisco, CA 94124

ATTENTION: Alfredo Olguin, Project Manager

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**22. ATTORNEYS' FEES.** If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

**23. APPLICABLE LAW.** This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

**24. BINDING ON SUCCESSORS.** All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

**WESTBOROUGH WATER DISTRICT      CONTRACTOR**

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

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

ATTEST:

\_\_\_\_\_  
Secretary for District

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

\*If Contractor is a corporation, the Contract must be executed by two corporate officers, one from each of the following categories 1) the President, the Vice President or the Chair of the Board, and 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.





EXHIBIT A
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3/10//2025

To: John Kennedy / Field Supervisor  
Westborough Water District  
2263 Westborough Boulevard  
So. San Francisco, CA 94080

From: Alfredo Olguin, Project Manager  
Mission Constructors, Inc.  
San Francisco, CA 94124

RE: New Concrete Stairway (Gellert Substation) **REVISED**

As you requested, please herein find our price to replace the existing wooden stairway with new concrete steps (24 ea). Our scope of work includes remove and disposal of existing wooden stairs, adjust and grade the area for the new concrete steps, forming, and pour the new concrete, add a concrete pad 6 x 8 – includes clearing and fine grading – reinforced with rebar # 4 @ 12inch, both ways, also 8 concrete anchor (4 ea side – 12" diameter and 36 inch deep, reinforces with rebar #4 and stirrups # 3 @ 10inch))  
Please check it out and get back to me with your comments.

**OUR PRICE INCLUDES:** All labor, materials and equipment necessary to complete the work including demolition of the existing wooden steps, trucking, dump fees, level and fine grade the area, forming, New concrete for the stairway, pumping, finish concrete and clean up.

**OUR PRICE EXCLUDES:** Permits, engineering, special inspections, any testing, any landscape, tree work, any liquidated damages, any unforeseen conditions, any overtime, any evening work, any protection of our work after installation, and / or any other activities not related with the new concrete stairway and clean up

<b>Project Base Bid:</b>	<b>\$ 14,817.00</b>
<b>Add (concrete pad)</b>	<b>\$ 1,187.00</b>
<b>Add concrete anchors</b>	<b>\$ 2,178.00</b>
<b>Add for Handrail – galvanized</b>	<b>\$ 7,840.00</b>
<b>for prime and paint</b>	<b>\$ 6,860.00</b>
<b>Add Bond Fee</b>	<b>\$ 1,500.00</b>

**Best Regards.**

Alfredo Olguin | Project Manager |



195 Bayshore Blvd  
San Francisco, CA 94124  
C: (650)797-4351  
O: (415)282-8453  
F: (415)282-8455