



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."

BOARD OF DIRECTORS' SPECIAL MEETING AGENDA

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92285

January 20, 2026
Time – 6:00 P.M.

MEETING ROOM IS OPEN FOR IN-PERSON ATTENDANCE PUBLIC WISHING TO PARTICIPATE REMOTELY

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84035693052?pwd=jaDR6SgZEOVBG03xqZqIgg5ZVXCZsv.1>

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OR

TELECONFERENCE LINE THRU ZOOM

1-669-900-6833

Webinar ID: 840 3569 3052

Passcode: 688937

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

Discussion and Action Items - The Board of Directors and Staff will discuss the following items and the Board will consider taking action, if so inclined. The Public is invited to comment on any item on the agenda during discussion of that item. When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three-minutes to provide their public comment.

1. **Board of Directors to Complete Selection Process and Appoint a New Board Member to Fill the Current Vacancy**

That the Board considers taking the following action(s):

1. Conduct candidate interview(s) while in a public, open session; and Candidate who receives a majority of three (3) votes will be appointed. Subsequently, Candidate will be sworn in and officially seated as a Board member.

- 1. Closed Session**
 - a) Public Employee Appointment
[Government Code Section 54957(b)]
Title: General Manager
- 2. Closed Session Report**
- 3. Discussion and Possible Approval of General Manager Employment Agreement**
- 4. SWRCB Grant Agreement No. D2102065 (PI/C): Ratify Issuance of Change Order No. 1 and 2 to J. Colon Coatings, Inc. for Phase 4 B-Tank Rehabilitation**
- 5. Consent Items** - The following items are expected to be routine and non-controversial and will be acted on by the Board at one time without discussion, unless a member of the Public or member of the Board requests that the item be held for discussion or further action.
 - a. None
- 7. Public Comment Period**

Any person may address the Board on any matter within the Agency's jurisdiction on items not appearing on this agenda. When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three minutes to provide their public comment. State Law prohibits the Board of Directors from discussing or taking action on items not included on the agenda.
- 8. Items for Next or Future Agenda**
- 9. Verbal Reports** – Including Reports on Courses/Conferences/Meetings.
 - a. General Manager Report
 - b. Director Reports
- 10. Adjournment**

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the Bighorn-Desert View Water Agency, 622 S. Jemez Trail, Yucca Valley, CA not less than 72 hours if prior to a Regular meeting, date and time above; or in accordance with California Government Code Section 54956 this agenda has been posted not less than 24 hours if prior to a Special meeting, date and time above. As a general rule, agenda reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable public records in connection with an open session agenda item, are also on file with and available for inspection at the Office of the Agency Secretary, 622 S. Jemez Trail, Yucca Valley, California, during regular business hours, 8:00 A.M. to 4:30 P.M., Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Bighorn-Desert View Water Agency.

Internet: Once uploaded, agenda materials can also be viewed at www.bdvwa.org

Public Comments: You may wish to submit your comments in writing to assure that you are able to express yourself adequately. Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, should contact the Board's Secretary at 760-364-2315 during Agency business hours.

Calendar Reminder - Upcoming Director Meetings

- Mojave Water Agency Board of Directors Meeting – Second and Fourth Thursday every month (regular schedule)
- Morongo Basin Pipeline Commission Meeting – Quarterly – March, June 12, September and December (check MWA website for location)
- ASBCSD Monthly Dinner Meeting – third Monday (regular schedule)
- Landers Homestead Valley Community Association Monthly Meeting – Second Monday at 5pm

**BIGHORN-DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: January 20, 2026

To: Board of Directors

Budgeted: N/A

Budgeted Amount: N/A

Cost: N/A

From: Marina D. West

General Counsel Approval: Procedural

CEQA Compliance: N/A

Subject: Board of Directors to Complete Selection Process and Appoint a New Board Member to Fill the Current Vacancy

SUMMARY

The Board took action to fill the current vacancy by appointment on December 15, 2026.

Staff posted a Notice of Vacancy on December 15, 2025 and forwarded the notice to the electronic agenda posting list. The notice of vacancy was also published in the Hi Desert Star newspaper.

Applications for the vacancy were accepted until noon Thursday, January 15, 2026. At the close of the acceptance process, staff had received one (1) application.

Staff has verified with the Registrar of Voters office that the candidate is a registered voter within the Agency service area and therefore qualified to apply for this vacancy.

RECOMMENDATION

That the Board considers taking the following action(s):

1. Conduct individual interview(s) while in a public, open session; and Candidate who receives a majority of three (3) votes will be appointed. Subsequently, Candidate will be sworn in and officially seated as a Board member.

BACKGROUND/ANALYSIS

No further analysis provided. Candidate applications attached.

PRIOR RELEVANT BOARD ACTION(S)

12/15/2025 Motion No. 25-061 Motion to receive and file the letter of resignation from Director David Chapman; and to fill the vacancy by appointment.

Bighorn-Desert View Water Agency

Board of Directors

JoMarie McKenzie, President
 Megan Close-Dees, Vice President
 William Aldridge, Director
 Rodney Miller-Boyer, Director
 Vacancy

Marina D West, P.G., General Manager



A Public Agency

Agency Office

622 S. Jemez Trail
 Yucca Valley, CA 92284-1440

760/364-2315 Phone
 760/364-3412 Fax

www.bdvwa.org

APPLICATION FOR APPOINTMENT TO THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY

(Deadline for consideration is 12:00 p.m. January 15, 2026)

Name: JOSE R. MARTINEZ Contact Phone Number: 909-437-9364

Home Address: 1212 WAMEGO Tr. Yucca Valley

Registered Voter Residing Within Agency Boundaries: Yes No

Please state your reasons for wanting to become a Director of the Agency:

I would like to participate as a member who lives in the area and would like to be of service to my community.

I believe my knowledge and experience as a president, director & board member for Real Estate boards would be a benefit to this agency.

List any community activities:

I participate with local church choir.

I was also past president, director & board member for Tri-County Assoc of Realtors and Inland Valley Association of Realtors for over 15 years.

I was also president of the multiple listing service in 2003.

Signature:

Date: 1-5-26

Please return completed application to the Agency address provided above or via email at
Administration@bdvwa.org

Recipient of the 2015 Association of California Water Agencies
 Clair A. Hill Agency Award for Excellence



BIGHORN-DESERT VIEW WATER AGENCY EMPLOYMENT AGREEMENT For the Position of GENERAL MANAGER

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this 20th day of January, 2026, by and between BIGHORN-DESERT VIEW WATER AGENCY, a public agency formed pursuant to California Water Code Appendix Section 112-1 et seq. ("Agency"), and DAVID REWAL, an individual ("Employee" or "General Manager").

RECITALS

WHEREAS, is the desire of the Agency's Board of Directors ("Board") to employ an individual to serve in the position of General Manager for the Agency, which position is prescribed by state law and the Agency's enabling legislation; and

WHEREAS, it is the desire of the Board to (i) secure and retain the services of Employee, (ii) have Employee perform all of the regular functions of the General Manager pursuant to the statutes and regulations of the Agency, (iii) to provide inducement to Employee to maintain such employment, and (iv) to establish the terms and conditions of Employee's services to the Agency through this Agreement; and

WHEREAS, Employee has been employed by the Agency since August 13, 2001, and has demonstrated the skills and expertise to fulfill the General Manager position, and Employee and Agency both desire to continue the employment relationship in that capacity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES.

1.1 Duties & Obligations of General Manager. Agency hereby employs Employee as General Manager of the Agency and hereby designates General Manager as the person who shall direct the Agency activities in connection with the development, production, treatment, storage, transmission and distribution of water for potable water uses, bulk water services and fire protection, including operations, maintenance and management in accordance with the directions and policies established by the Board, as those directions are assigned and as those policies may be amended or otherwise modified from time to time, and shall do and perform all other services, acts, or things necessary or advisable to manage and conduct the business of the Agency consistent with General Manager's best professional judgment and as directed by the Board, including the approval of all checks but not including the execution of checks, and engaging in other necessary transactions involving Agency funds. General Manager hereby accepts such employment.

1.2 Obligation of the Board. The Board shall direct the Agency only through General Manager. Neither the Board nor any individual Director of the Agency shall give orders or instructions to any subordinates of the General Manager except for the purpose of inquiry. General Manager shall take orders and instructions from the Board only after the Board have acted in a duly-convened meeting of the Agency, and General Manager shall take orders from an individual Director of the Agency only if the Board has lawfully delegated its authority to give orders and instructions on that particular topic to that particular Director, or at the General Manager's discretion where the General Manager believes the direction is consistent with Board policy. Notwithstanding the foregoing, the General Manager remains under the direction of the Board and in the event of any questions concerning the Board's general direction, the matter may be placed on a Board agenda.

1.3 Work Schedule. During employment with the Agency, General Manager shall devote his full productive time and best efforts to performing the General Manager's duties as may be necessary to fulfill the requirements of the position. The Agency expects that the performance of the duties of the General Manager should require at least forty (40) hours per week.

General Manager acknowledges that proper performance of the duties of the General Manager will often require the performance of necessary services outside of normal business hours. However, the Agency intends that reasonable time off be permitted to General Manager, such as is customary for exempt employees, so long as the time off does not interfere with normal business. General Manager's compensation (whether salary or benefits or other allowances) is not based on hours worked and General Manager shall not be entitled to any compensation for overtime.

1.4 Agency Documents. All data, studies, reports, and other documents prepared by General Manager while performing his duties during the term of this Agreement shall be furnished to and become the property of the Agency, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to General Manager in connection with the performance of this Agreement shall be held confidential by General Manager to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the Board, be used by General Manager for any purposes other than the performance of his duties, nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

1.5 FLSA Exempt Status. General Manager agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act.

2.0 TERM OF EMPLOYMENT.

Subject to the earlier termination as provided in this Agreement, General Manager shall be employed by Agency for a term of one (1) year, beginning February 1, 2026, and ending January 31, 2027.

Provided that, if the Agency and General Manager are in negotiation of arrangements to continue employment of General Manager beyond the termination date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or General Manager or (ii) this Agreement is replaced by a new agreement, or (iii) the Agency and General Manager agree to continue the terms of this Agreement.

3.0 COMPENSATION.

The Agency shall pay General Manager an annual base salary of One Hundred Seventy Thousand Dollars (\$170,000.00), payable bi-weekly in accordance with the Agency's standard payroll procedures.

In addition to the General Manager's base salary, in any fiscal year, if other Agency employees receive a cost of living ("COLA") increase, then the General Manager shall receive such COLA increase to his base salary.

Additionally, the Board may give the General Manager compensation increases. Any compensation increase shall be approved by the Board and documented by an addendum or amendment to this agreement signed by both parties.

4.0 BENEFITS.

Except as provided herein, the Agency shall provide for General Manager the same benefits (including, but not limited to, retirement medical, dental plans and other benefits) which the Agency provides other Agency employees and upon the same terms and conditions as to which apply to other employees or officers of the Agency, which fringe benefits are not included in the base salary. Fringe benefits are implemented immediately and as described in the Employee Handbook.

5.0 VACATION, HOLIDAYS, SICK LEAVE, AND ADMINISTRATIVE LEAVE.

General Manager shall accrue and take vacation days, holidays and sick leave in accordance with the Employee Handbook, except, General Manager shall be entitled to an additional eighty (80) hours of administrative leave per year, with all policies and caps on accruals applying as set forth in the Employee Handbook, except, the "Maximum Allowed Unused Balance" of vacation hours shall be 320 hours.

6.0 AUTOMOBILE.

During the term of this Agreement, the Agency will provide General Manager with a vehicle for his singular use in performing the services set forth in this Agreement and for his sole and de minimis personal use.

7.0 BUSINESS EXPENSES.

All business expenses reasonably incurred by General Manager in conducting Agency business, including expenditures for entertainment, travel, or otherwise, are to be paid for, insofar as possible, by the use of credit cards which may be furnished to General Manager in the name of the Agency. The Agency shall promptly reimburse General Manager for all other reasonable business expenses incurred by General Manager in conjunction with Agency business. Each such expenditure, however, shall be reimbursable only if General Manager furnishes to the Agency in a timely manner adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of such expenditures.

8.0 CONDITIONS FOR TERMINATION OF AGREEMENT.

8.1 Death or Incapacity of General Manager. This Agreement shall terminate on the death or disability of General Manager as set forth in Section 9 herein.

8.2 By General Manager. This Agreement may be terminated by General Manager at any time, without cause, upon no less than sixty (60) days prior written notice to Agency. General Manager shall be entitled to compensation and benefits to the effective date of termination, but shall not be entitled to any additional compensation or benefits thereafter. Agency's Board of Directors will then exercise good faith efforts to return Employee to his prior or equivalent position or salary with Agency, with recognition of preserving his prior employment status with Agency. Thereafter, all of Agency's obligations under this Agreement shall cease.

8.3 By Agency With Cause. The Agency may by majority vote of the membership of the Board of Directors terminate this agreement for cause at any time. For the purposes of this agreement, "cause" for termination shall be defined as: (1) failure to follow the clear direction of the Board given in a duly noticed meeting and/or flagrant or repeated neglect of duties, after General Manager has been notified in writing of such failure to follow and/or neglect and provided thirty (30) days to correct the deficiencies; (2) willful misappropriation of public property; (3) willful and substantial violation of law related to the performance of the General Manager's duties; and/or (4) willful falsification of a relevant official statement or document.

8.4 Notice. Notice of such proposed discharge by the Agency for cause shall be given in writing to General Manager along with a detailed statement of charges and copies of the materials upon which the proposed action is based. General Manager shall be entitled to a hearing before the Board at least two (2) weeks from the date of receipt of written notice of the proposed discharge, however, such a hearing shall not be held on weekends or federal or state holidays. Reasonable time shall be permitted for General Manager to prepare for the hearing. General Manager hereby elects for such hearing, should a hearing become necessary under this provision, to be conducted in closed session, unless specifically prohibited by state law or a public hearing is requested by General Manager. Any decision by the Agency shall be in writing and shall be served upon General Manager.

If the Agency terminates General Manager with cause as set forth in this provision, the Agency shall not be required to make the severance payment provided for in this Agreement, but must provide termination benefits as set forth in the Employee Handbook.

8.5 By Agency Not For Cause. The Agency may by majority vote of the membership of the Board of Directors dismiss General Manager without cause notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Agency relating to the employment, discipline, or termination of its employees. Agency shall, at the discretion of Agency's Board of Directors, either (1) pay Employee all compensation then due and owing for the period prior to termination, plus cash payment equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of three (3) months, whichever is less, payable in lump sum or installments as preferred by General Manager to the extent permissible under applicable law, or (2) exercise good faith efforts to return Employee to his prior or equivalent employment position or salary with Agency, with recognition of preserving his prior employment status with Agency. Thereafter all of Agency's obligations under this Agreement shall cease.

9.0 DISABILITY.

In the event General Manager becomes unable to perform his duties by reason of physical or mental illness or disability, General Manager shall be entitled to his full compensation for the period of four (4) months from and after the beginning of such disability and if, at the end of the four (4) months he is unable to resume and effectively discharge his duties hereunder, then and in such event, the Agency may terminate this Agreement, subject to applicable law and in accordance with the terms of the Employee Handbook.

10.0 AGENCY'S DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS.

Recognizing that General Manager is entitled to perform his duties without fear of suit, and as a public employee is entitled to indemnification rights in accordance with Government Code Section 825. The Agency agrees to defend, indemnify and hold General Manager harmless against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of General Manager's employment or resulting from the exercise of judgment or discretion in connection with the course and scope of said duties or responsibilities, except as otherwise set forth herein. The Agency agrees to pay all reasonable litigation expenses of General Manager throughout the pendency of any litigation resulting from any such claim, action, suit or proceeding, actual or threatened, arising out of or continuing beyond General Manager's service to the Agency and shall extend until final determination of the legal action, including appeals. As a condition of the defense, General Manager shall reasonably cooperate in good faith in defense of the claim or action.

In this regard, the Agency shall indemnify General Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorneys' fees and any other liabilities incurred by, imposed upon, or suffered by General Manager in connection with the performance of his duties. Any settlement of any claim must be made with the prior approval of the Agency in order for indemnification as provided in this Section to be available. Notwithstanding the above, the Agency shall only indemnify General Manager for punitive or exemplary damages as authorized in Government Code Section 825, or its successor.

This section shall not apply to any intentional tort or crime committed by General Manager, to any action resulting from fraud, corruption or malice of General Manager, to any action outside the course and scope of the services provided by General Manager under this Agreement, or any other intentional or malicious conduct or gross negligence of General Manager, and Agency hereby reserves its right to invoke this provision to terminate its duty to defend and indemnify General Manager if in the course of defending General Manager the Agency learns that General Manager acted with corruption, fraud, or malice. The Agency may make this indemnity obligation conditional upon General Manager entering into a reservation of rights agreement. Further, this provision shall not apply to defense or criminal actions or proceedings unless the Agency finds: (i) the criminal action(s) or proceeding(s) brought on account of an act or omission in the scope of General Manager's employment as an employee of the Agency; and (ii) the Board determines that such defense would be in the best interests of the Agency and that General Manager acted, or failed to act, in good faith, without actual malice and in the apparent interests of the Agency as required by Government Code Section 995.8, or its successor.

Prior to any extension of this Agreement, the Board shall conduct an evaluation of General Manager's performance. At a minimum, said evaluation shall consist of an oral conference with General Manager to review his performance in accordance with applicable law and requirements. The Board may, as part of the review process, set goals and objectives for the ensuing year. If an extension of this Agreement cannot be reached by the parties hereto, the Agency will exercise good faith efforts to return Employee to his prior or equivalent employment position or salary with Agency, with recognition of preserving his prior employment status with Agency.

12.0 GENERAL PROVISIONS.

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Agency and General Manager and supersedes all prior oral or written agreements of any kind. No amendments to this Agreement may be made except by a writing signed by both the Agency and General Manager.

12.2 Governing Law. The validity and interpretation, performance and effect of this Agreement shall be construed in accordance with the laws of the State of California.

12.3 Notice. Any notice or communication required or permitted to be given under this Agreement shall be effective when deposited, postage prepaid, with the United States Mail. Any notice to the Agency shall be addressed as follows:

Bighorn-Desert View Water Agency
622 South Jemez Trail
Yucca Valley, CA 92284--1440

Notice to General Manager shall be addressed to General Manager at his last known address as reflected in the Agency's records.

12.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

12.5 Effect of Waiver. The failure of either the Agency or General Manager to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or time be deemed a waiver or relinquishment of that right or power for all or any other times.

12.6 Enforceability. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, cost, and necessary disbursement in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

12.7 Conflicts Prohibited. During the term of this Agreement, General Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of General Manager's duties under this Agreement. General Manager shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the

obligation shall be on General Manager to seek legal advice concerning whether such conflict exists and General Manager's obligations arising therefrom. General Counsel of the Agency shall be available to consult with General Manager concerning the foregoing.

12.8 Affirmation and Ratification of Agreement. The Agency and General Manager each ratify and reaffirm each and every one of the respective rights and obligations arising under this Agreement, and both the Agency and General Manager represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

12.9 Independent Review. The Agency and General Manager further represent and warrant that each has carefully reviewed this entire Agreement, and that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

12.10 Assignment. Neither this Agreement, nor any right, privilege, nor obligation of General Manager hereunder, shall be assigned or transferred by General Manager without the prior written consent of the Agency. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Agency, be null and void.

This Agreement is executed by the Agency pursuant to an action of its governing body in open session of a duly organized meeting of the Board on **January 20, 2026**, authorizing the same.

AGENCY

By: _____

President, Board of Directors
Bighorn-Desert View Water Agency

ATTEST:

By: _____

Secretary
Bighorn-Desert View Water Agency

EMPLOYEE

By: _____

David Rewal

**BIGHORN-DESERT VIEW WATER AGENCY
BOARD OF DIRECTORS'
AGENDA ITEM SUBMITTAL – GRANT FUNDED PROJECT**

Meeting Date: January 20, 2026

To: Board of Directors
From: Marina D. West

Agenda Topic: **SWRCB Grant Agreement No. D2102065: Contract PWC25-01 Ratify Issuance of Change Order No. 1 and 2 to J. Colon Coatings, Inc for Phase 4 B-Tank Rehabilitation.**

Requested Action:

That the Board considers taking the following action:

1. Ratify issuance of Contract No. PWC25-01 Change Order No. 1 to J. Colon Coatings, Inc. for Phase 4 B-Tank Rehabilitation in the amount of \$706.13; and
2. Ratify issuance of Contract No. PWC25-01 Change Order No. 1 to J. Colon Coatings, Inc. for Phase 4 B-Tank Rehabilitation in the amount of \$21,096.75.

Project: **Pipeline Improvements and Consolidation Project (PI/C)**

Funding Source: SWRCB PI/C Grant Agreement No. D2102065/ Proj. No. 3610009-002C

Contract: Yes, Counsel approved execution of Contract No. PWC25-01.

Funds Allocated: \$539,000. Funds “released” for Phase 4.

Agency Cost Share: Current estimate is that Change Order No. 1 and 2 will be the responsibility of the Agency. There is an opportunity to recover these funds in the future should a balance remain on the grant at the end of the project.

General Counsel Approval for this Action: Yes, Counsel approved execution of Contract No. PWC25-01.

Summary:

Contract PWC25-01 Change Order No. 1: Furnish four gaskets for Reservoirs B1 and B2 as described in the attached Change Order No. 1. Upon removal of the tank gaskets, it was determined that four gaskets could not be reused due to wear and tear.

Contract PWC25-01 Change Order No. 2: Installation of steel plates over areas of pitting on the tank floor and install vertical retainer tabs on the center column base plate as described in the attached Change Order No. 2.

The Change Order amounts are within the authorized budget contingency and were executed. Staff is requesting the Board ratify the Change Orders as presented.

Grant Background

A funding Agreement with the State Water Resources Control Board (SWRCB) for some projects defined within the Preliminary Engineers Report (PER) completed in 2022. Agreement executed April 20, 2023.

Projects included in the funding Agreement are outlined in Phases as follows:

Phase 1:

- Install new pump in the existing R-1 Booster Station
- Replace the BDVWA A-Booster Station, reconfiguring the pipeline between the A-Booster Station and B reservoirs, and install a metered supply from BDVWA's Zone B to Zone C with necessary pressure reducing valves (PRV's).
- Construct Zone B Pump Station; and
- Construct a block wall building to enclose the proposed GM Well No. 2 replacement (proposed BDVWA Well No. 13).

Phase 2:

- Construct approximately 9,300 feet of 6-inch distribution pipeline and necessary pressure reducing station to consolidate BDVWA with GM.

Phase 3:

- Construct approximately 21,500 feet of 6-inch transmission and distribution pipeline to convey water from the proposed Zone B Pump Station to BDVWA's B reservoir site and install distribution pipelines to convey water from BDVWA's D Zone to the proposed Zone B Pump Station; and
- Construct approximately 9,900 feet of transmission pipeline (approximately 4,100 feet of 6-inch and 5,800 feet of 8-inch pipe) necessary to blend water from the Zone B Pump Station, BDVWA's active wells (Nos. 3 and 8), and if permitted by DDW, BDVWA's currently inactive wells (Nos. 2 and well 4).

Phase 4:

- **Recoat and rehabilitate BDVWA Reservoirs B1, B2; and**
- Recoat and rehabilitate GM Reservoir R1.

CEQA Action: Mitigated Negative Declarations Notice of Determination filed May 2021 (SCH No. 2021020354)

Prior Board Action(s) Relevant to this Grant Funded Project

9/9/2025 Motion No. 25-049 Motion to Motion to authorize Change Order No. 2 to Professional Services Agreement with Fomotor Engineering for additional survey related tasks related to SWRCB Grant Agreement No. D2102065 in the amount of 8,670.

9/9/2025 Motion No. 25-048 Motion to authorize Change Order No. 2 to Professional Services Agreement with Compass Consulting Enterprises, Inc. for environmental services in support of the Pipes Wash Jurisdictional Permitting related to the SWRCB Grant Agreement No. D2102065 in the amount of \$27,420.

7/8/2025 Motion No. 25-037 Authorize Change Order No. 1 to Professional Services Agreement with Compass Consulting Enterprises, Inc. for Environmental Services in support of the Incidental Take Permit for Western Joshua tree Related to Compliance with the Mitigation and Monitoring Plan Related to the Project in the amount of \$11,810. (Phase 2)

6/10/2025 Motion No. 25-025 Motion to approve Change Order No. 2 Pipeline Improvements and Consolidation Project (PI/C) Professional Services Agreement with California Rural Water Association (CRWA) for \$3,940 to provide additional engineering and mapping services associated with the environmental compliance for the Project. (Phase 1, 2, 3)

6/10/2025 Motion No. 25-023 Motion to receive and file the Notice Inviting Bids, Ratify issuance of Addendum No. 1 and award Public Works Contract No. PWC25-01 Reservoirs 81 and 82 Rehabilitation and Recoating Project to J. Colon Coatings, Inc. in the amount of \$539,000 pending approval by the State Water Resources Control Board Division of Financial Assistance in accordance with Agreement No.

D2102065 and Authorize construction contingency of 10% or \$53,900. (Phase 4)

4/8/2025 Motion No. 25-016 Approve SWRCB Grant Agreement No. D2102065: Authorize Professional Services Agreement with Compass Consulting Enterprises, Inc. for Phase 4 Environmental Services in the Amount of \$10,000. (Phase 4)

3/11/2025 Motion No. 25-008 Approve SWRCB Grant Agreement No. D2102065: Authorize Change Order No. 1 to Professional Services Agreement with California Rural Water Association for \$386,425 to Provide Additional Engineering Design Services Associated with the Project. (Phase 1 and 2)

12/10/2024 Motion No. 24-050 Authorize Professional Services Agreement with Engineering Resources of Southern California to complete plans, specifications, contract documents, to provide Bidding assistance and construction management/inspection services for rehabilitation of Reservoirs B1, B2 and R-1 for the Pipeline Improvements and Consolidation Project Phase 4; and Authorize publication of Notice Inviting Bids for a Contract to perform the work. (Phase 4).

12/10/2024 Motion No. 24-049 Authorize engagement with Special Counsel and execution of Attorney Services Agreement with Lagerlof, LLP to Provide Legal Opinion Letter Relevant to Property Rights for the Construction of the Pipeline Improvements and Consolidation Project. (Phase 1, 2, 3 and 4)

10/8/2024 Motion No. 24-045 Pipeline Improvements and Consolidation Project (PI/C) Professional Services Agreement with Monument ROW - Authorize Change Order No. 1 for \$20,000 to Obtain Land Patent Records to Complete Phase 1 – Strategy for Acquisition of R/W for the Pipeline Improvement and Consolidation Project Summary Report; and Change Order No. 2 for \$144,000 to Provide Services to Pursue Fourteen (14) Private Easement Deeds. (Phase 2 and 3)

10/8/2024 Motion No. 24-044 Improvements and Consolidation Project (PI/C) Pipeline Improvements and Consolidation Project (PI/C) Professional Services Agreement with Fomotor Engineering - Authorize Change Order No. 1 to Professional Services Agreement with Fomotor Engineering for \$22,000 to Provide 14 Plat Maps and Legal Descriptions for Identified Private Easements and \$10,000 for Unspecified “On-Call Services” for the Pipeline Improvements and Consolidation Project (PI/C). (Phase 2 and 3)

7/9/2024 Motion No. 24-034 Authorize issuance of Professional Services Agreement with Fomotor Engineering for Ground and Aerial Survey Work Associated with the Final Design of the Pipeline Improvements and Consolidation Project (PI/C Project) Transmission and Blending Pipeline Design in the Amount of \$28,800 plus a 10% Contingency. (Phase 3)

3/12/2024 Motion No. 24-016 Authorize Issuance of Professional Services Agreement to Fomotor Engineering for Pipeline Improvement and Consolidation Project “On-Call and as-needed” Land Survey Support Services. (Phase 1,2, 3 and 4 as needed)

3/12/2024 Motion No. 24-015 Authorize issuance of Professional Services Agreement to California Rural Water Association (CRWA) for Pipeline Improvement and Consolidation (PI/C) Project design services at a cost of \$257,075. (Phase 3)

10/10/2023 Motion No. 23-036 Authorize issuance of Professional Service Agreement to Monument Right-of-Way for the Pipeline Improvement and Consolidation Project Right-of-Way Acquisition Services at an initial contract cost of \$458,075. (Phase 2 and 3)

2/14/2023 Motion No. 23-006 Adopt Resolution No. 23R-03 (F5a) Authorize execution of \$11,000,000 Funding Agreement No. D2102065 with the State Water Resources Control Board for the Purpose of the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.

12/10/2024 Motion No. 24-050 Authorize Professional Services Agreement with Engineering Resources of Southern California to complete plans, specifications, contract documents, to provide Bidding assistance and construction management/inspection services for rehabilitation of Reservoirs B1, B2 and R-1 for the Pipeline Improvements and Consolidation Project Phase 4; and Authorize publication of Notice Inviting Bids for a Contract to perform the work.

2/14/2023 Motion No. 23-006 Adopt Resolution No. 23R-03 Authorize execution of \$11,000,000 Funding Agreement No. D2102065 with the State Water Resources Control Board for the Purpose of the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.

Bighorn-Desert View Water Agency

Reservoirs B1 & B2 Rehabilitation and Recoating Project

CHANGE ORDER #01

Project: Reservoirs B1 & B2 Rehabilitation and Rehab Date: 1/13/2026

Subject: Gaskets Project #: PWC25-01

To: **J. Colon Coatings, Inc.**
6047 Carol Ave.
Alta Loma, CA 91701

From: **Bighorn-Desert View Water Agency**
622 South Jemez Trail
Yucca Valley, CA 92284

Attn: **Janelle Cronan, Project Manager**

THIS CHANGE ORDER IS TO AUTHORIZE THE FOLLOWING CHANGES:

Furnish four gaskets for Reservoirs B1 and B2. See attached letter from J. Colon Coatings dated 1/13/2026.

CONTRACT SUMMARY

Original Contract Sum was.....	\$539,000.00
Net Change by Previously Authorized Change Orders	\$0.00
Contract Sum Prior to this Change Order.....	\$539,000.00
Contract Sum will be (increased OR decreased OR unchanged) by this change order.....	\$706.13
New Contract Sum including this Change Order is.....	\$539,706.13.00
This Change Order changes the Contract Time by.....	0 days
Completion Date as of this Change Order therefore is.....	March 14, 2026

CONTRACTOR APPROVAL

CONTRACTOR: J. Colon Coatings, Inc.
By: Janelle Cronan

Digitally signed by Janelle Cronan
DN: C=US, E=jwall@scsic.com,
O=Bighorn-Desert View Water Agency
OU=Digital Certificates
c=US
Date: 2026.01.13 14:39:10 -08'00'

Date: _____

BDVWA APPROVAL

Bighorn-Desert View Water Agency

By: 
Marina G. West, General Manager

Date: 1/15/2026

JDW: Jeff D. Wall

Digitally signed by Jeff D. Wall
DN: C=US, E=jwall@scsic.com,
O=Bighorn-Desert View Water Agency
OU=Digital Certificates
c=US
Date: 2026.01.13 14:26:14 -08'00'

January 13, 2026



Bighorn Desert View Water Agency
622 S. Jemez Trail
Yucca Valley, CA 92284

Attn: Marina West

Subject: Reservoirs B1 & B2 -CO 1 Manway Gaskets

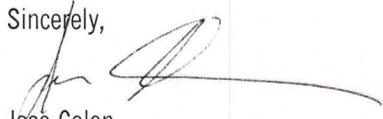
Provide 4 manway gaskets

Materials (4) Gaskets	\$500.00
Superintendent (Deliver Gaskets to Shop) 2 hrs	
@ 70.97	\$141.94
10% Mark-up	<u>\$ 64.19</u>
TOTAL	\$706.13

This work will require 0 additional days to complete

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Colon".

Jose Colon
J. Colon Coatings, Inc.



January 15, 2026

J. Colon Coatings, Inc.
Attn: Ms. Janelle Cronan, Project Manager
6047 Carol Ave.
Alta Loma, CA 91701

RE: Bighorn-Desert View Water Agency's Reservoirs B1 and B2 Rehabilitation and Recoating Project; Change Order Request No. 01

Dear Janelle,

Upon completion of the sandblasting of the interiors of Reservoirs B1 & B2, significant corrosion of the floor plates was observed in both reservoirs. This will require welding 3/16-inch thick plates over the existing floor plates in select areas where the corrosion is deeper than 1/8-inch and changing the coating system of the floors in both reservoirs to provide a 30 mils total Dry Film Thickness of 24-31 mils. We would also like to you to install four (4) tabs around the center column base plates to retain the base plates in the event of an earthquake. The tabs will be 2"x 8" tall x 1/4" thick and centered on each of the four sides of the base plates.

The scope of work for the cover plates and floor coating is provided on the following pages.

If you have any questions or require additional information, please contact me at jwall@erscinc.com or (951) 970-8970.

Best Regards,

Jeff D. Wall, P.E.

A handwritten signature in black ink that reads 'Jeff D. Wall'.

Project Manager

Attachments:

Scope of Work - Floor Repair Plates
Scope of Work – Revised Floor Coating System



SCOPE OF WORK – FLOOR REPAIR PLATES

RESERVOIR B1

1. Install one (1) 4" x 8" x 3/16" thick plate over corroded floor at the location as directed by ERSC's Inspector. Weld all-around with 3/16" fillet weld. Grind smooth to remove all rough edges, burrs, and weld splatter.
2. Install four (4) each 1/4" x 8" tall vertical retainer tabs at center column base plate. Center tabs on each side (orient tabs similar to existing tabs in Reservoir B2).

RESERVOIR B2

1. Install 15 ea. (sizes listed below) 3/16" thick plates over corroded floor at the locations as directed by ERSC's Inspector. Weld all-around with 3/16" fillet weld. Grind smooth to remove all rough edges, burrs, and weld splatter.

Quantity	Width (inches)	Length (inches)	Thickness (in)
1	4	21	3/16
2	4	8	3/16
12	4	4	3/16

2. Remove four existing center column base plate tabs and replace with four (4) each 1/4" x 8" tall vertical retainer tabs at center column base plate. Center tabs on each side (orient similar to existing tabs that are to be replaced in Reservoir B2).



SCOPE OF WORK – FLOOR COATING SYSTEM

A. Delete specified intermediate and topcoat system from scope of work.

3.05 COATING SYSTEM AND APPLICATION, INTERIOR SURFACES

A. After completion of surface preparation as specified, all interior surfaces shall receive three coats of one of the coatings specified under 2.02 "INTERIOR COATING MATERIALS." Field prime and topcoats shall be white. The total system shall include one of the following:

1. Tnemec Company Series L140F PotaPox
 - a. 4-6 mils Prime Coat
 - ~~b. 4-6 mils Intermediate Coat~~
 - ~~c. 4-6 mils Topcoat~~
 - ~~d. 15 mils (.015") shall be the minimum DFT of the system.~~

B. Coat floors of Reservoirs B1 & B2 with the following system:

Revised Coating Specification – Pitted Tank Floor (Tnemec System)

1. Surface Preparation

All steel surfaces shall be abrasive blasted in accordance with SSPC-SP10, Near-White Metal Blast. The blasted surface shall be free of oil, grease, dust, abrasive residue, and other contaminants prior to coating application and shall exhibit a surface profile suitable for epoxy coatings.

2. Primer Application

Following surface preparation, apply Tnemec Series L140 Pota-Pox epoxy primer at a dry film thickness (DFT) of 4–6 mils. The primer shall be spray-applied and back-rolled to ensure the coating is thoroughly worked into pits and surface irregularities, providing complete wetting of the steel substrate.

3. Barrier Coat Application

After proper cure of the primer and within Tnemec's published recoat window, apply Tnemec Series 22 Epoxoline, a 100% solids epoxy, at a dry film thickness (DFT) of 20–25 mils. The high-build, low-permeability characteristics of Series 22 Epoxoline provide increased barrier protection by significantly reducing moisture and contaminant ingress, bridging residual pitting, and forming a dense, continuous film that enhances long-term corrosion resistance of the tank floor.



4. Severely Pitted Areas

Areas exhibiting deep or severe pitting may require additional stripe coating, or an epoxy filler.

Technical Notes:

- Back-rolling is considered good painting practice for pitted tank floors as it forces coating material into pits, displaces entrapped air, improves wetting of the steel substrate, and reduces the potential for pinholes, holidays, and premature coating failure.
- Follow Tnemec's published mixing instructions, application parameters, cure schedules, and recoat limitations.
- Dry film thickness measurements shall be verified using calibrated gauges in accordance with SSPC-PA 2.

January 15, 2026



Bighorn Desert View Water Agency
622 S. Jemez Trail
Yucca Valley, CA 92284

Attn: Marina West

Subject: Reservoirs B1 & B2 -CO 2 Patch Plates & Floor Coating

Per CO Request #1

Subcontractor welding patch plates & tabs	\$ 2,820.00
Revised floor coating both tanks	\$15,525.00
15% Mark Up	<u>\$ 2,751.75</u>
TOTAL	\$21,096.75

This work will require 4 additional days to complete

Should you have any questions, please do not hesitate to call.

Sinceely,

A handwritten signature in black ink, appearing to read "J. Colon".

Jose Colon
J. Colon Coatings, Inc.