

BOARD OF DIRECTORS

Division 1

Division 4

VINCENT DINO

DON WILSON Division 2

CYNTHIA SANCHEZ Division 3

KATHY MAC LAREN-GOMEZ

### PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

March 6, 2024

### AGENDA FOR REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE

### **MONDAY, MARCH 11, 2024**

### 6:00 p.m.

<u>NOTES</u>: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Danielle Henry at 661-947-4111 x1059 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making <u>comments</u> under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Danielle Henry at 661-947-4111 x1059 with your request. (PWD Rules and Regulations Section 4.03.1 (c))

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer <u>comentarios</u> bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Danielle Henry al 661-947-4111 x1059 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c))

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale or on the District's website at <u>https://www.palmdalewater.org/governance/board-activity/2023-meeting-agendas-minutes/</u> (Government Code Section 54957.5). Please call Danielle Henry at 661-947-4111 x1059 for public review of materials.

<u>PUBLIC COMMENT GUIDELINES:</u> The prescribed time limit per speaker is threeminutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to conduct its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.

DENNIS D. LaMOREAUX General Manager

ALESHIRE & WYNDER LLP Attorneys





- 5) Presentations:
  - 5.1) Recognition of Former Division 3 Director Gloria Dizmang's Commitment to Public Service and Contributions to Palmdale Water District. (Public Affairs Director Shay/Representatives for Antelope Valley State Legislators)
  - 5.2) Bi-Monthly Legislative Updates. (Public Affairs Director Shay/Representatives for Antelope Valley State Legislators)
- 6) Action Items Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
  - 6.1) Approval of Minutes of Regular Board Meeting held February 26, 2024.
  - 6.2) Payment of Bills for March 11, 2024.
- 7) Action Items Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
  - 7.1) Consideration and Possible Action on Dedication of the Main Building East Garden Area as "Gloria's Garden" in Honor of Former Director Gloria Dizmang. (President Mac Laren-Gomez)
  - 7.2) Consideration and Possible Action on Authorizing Staff to Enter into a Memorandum of Understanding between Littlerock Creek Irrigation District, Palmdale Water District, and Antelope Valley East Kern Water Agency for the Littlerock Creek Recharge Project. (No Budget Impact – Resource and Analytics Supervisor Bolanos)
  - 7.3) Consideration and Possible Action on Amendment No. 1 to Professional Services Agreement With Hazen and Sawyer for the Design, Permitting, and Construction of the Palmdale Ditch Conversion Project. (\$1,294,180.95 – Not-To-Exceed – Budgeted – Engineering Manager Rogers)
  - 7.4) Consideration and Possible Action on Amendment No. 1 to Agreement with Woodard & Curran for the Strategic Water Resource Plan Update. (\$157,209.00 Non-Budgeted Assistant General Manager Ly)
  - 7.5) Consideration and Possible Action on Authorizing Staff to Enter into Several Contracts for As-Needed Professional Engineering and Technical Services with Various Firms. (\$475,000.00 – Budgeted – Budget Item No. 1-02-5070-007 – Consultants – Engineering Manager Rogers)
  - 7.6) Consideration and Possible Action on Authorizing the General Manager to Enter into an Agreement with Royal Industrial Solutions for the Purchase of the Motor Control Center for the Pure Water Antelope Valley (AV) Demonstration Facility. (\$326,615.13 Budgeted Work Order No. 22-653 Engineering Manager Rogers)
  - 7.7) Consideration and Possible Action on Authorizing the General Manager to Enter into an Agreement to Purchase and Execute the Purchase and Sale of the Real Property with the APN 3022-011-002 in the City of Palmdale, County of Los Angeles, for the Pure Water AV Full-Scale Facility. (\$475,000.00 – Budgeted – Work Order No. 22-654 – Engineering Manager Rogers)

- 7.8) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance Within Budget Amounts Previously Approved in the 2024 Budget:
  - a) 2024 Special Districts Resilience Virtual Summit to be held April 12, 2024.
  - b) Waterwise Pro Maintenance & Construction Expo to be held May 14, 2024 in Pleasanton, CA.
- 8) Information Items:
  - 8.1) Reports of Directors:
    - a) Standing Committees; Organization Appointments; Agency Liaisons:
      - Antelope Valley East Kern Water Agency (AVEK) February 27. (Director Dino, Board Liaison/Director Mac Laren-Gomez, Alt.)
    - b) General Meetings Reports of Directors.
  - 8.2) Report of General Manager.
  - 8.3) Report of General Counsel.
- 9) Board Members' Requests for Future Agenda Items.
- 10) Adjournment.

Ca Mneeux

DENNIS D. LaMOREAUX, General Manager

DDL/dh



# **BOARD MEMORANDUM**

DATE:March 11, 2024TO:BOARD OF DIRECTORSFROM:President Kathy Mac Laren-GomezVIA:Mr. Dennis D. LaMoreauxRE:CONSIDERATION AND POSSIBLE ACTION ON DEDICATION OF THE MAIN<br/>BUILDING EAST GARDEN AREA AS "GLORIA'S GARDEN" IN HONOR OF FORMER<br/>DIRECTOR GLORIA DIZMANG. (PRESIDENT MAC LAREN-GOMEZ)

### **Recommendation:**

In honor of former Division 3 Director Gloria Dizmang's commitment to public service and contributions as a Palmdale Water District Board Director from 2011-2015 and 2019-2023, President Mac Laren-Gomez has recommended that the Main Building east garden area be dedicated as "Gloria's Garden."



# **BOARD MEMORANDUM**

DATE:	March 11, 2024		
то:	BOARD OF DIRECTORS		
FROM:	Mrs. Claudia Bolanos, Resource and Analytics Supervisor		
VIA:	Mr. Dennis D. LaMoreaux, General Manager		
RE:	CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN LITTLEROCK CREEK IRRIGATION DISTRTICT, PALMDALE WATER DISTRICT, AND ANTELOPE VALLEY- EAST KERN WATER AGENCY FOR THE LITTLEROCK CREEK RECHARGE PROJECT. (NO BUDGET IMPACT – RESOURCE AND ANALYTICS SUPERVISOR BOLANOS)		

### **Recommendation:**

Staff recommends the Board authorize staff to enter a Memorandum of Understanding (MOU) between Littlerock Creek Irrigation District (LCID), Palmdale Water District (PWD) and Antelope Valley-East Kern Water Agency (AVEK) for the Littlerock Creek Recharge Project.

### Alternative Options:

There is no alternative option.

### Impact of Taking No Action:

If we take no action, PWD will not have this as a location to bank groundwater for future use.

### **Background:**

PWD is continuously looking into projects that can improve our water resource reliability. This Project would allow PWD to bank State Water Project (SWP) water locally for future recovery in PWD's service area through a change in point of delivery agreement with the Department of Water Resources.

In 2023, PWD was able to take part in a pilot project under a one-year additional point of delivery agreement, and through that project, PWD was able to bank 8,055 AF of groundwater that is available for future use.

The SWP water would be delivered to the LCID turnout at Reach 21 of the California Aqueduct, and capacity would be divided between PWD and AVEK. If PWD or AVEK does not need to use their capacity, the additional capacity will be made available to the other party. The payback to LCID for use of their turnout would be a groundwater transfer of 10% of the water delivered. This Project is set to run for 10 years starting on the execution date of this MOU.

If approved, staff will commence an environmental evaluation which will include complying with the California Environmental Quality Act (CEQA). This environmental evaluation will require

funding. Unused funds from the Big Rock Creek Recharge Project will be released back to PWD, and those funds along with any additional funding needs will be requested once cost details are available.

### **Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 1 – Water Resource Reliability. This item directly relates to the District's Mission Statement.

### Budget:

There is no Budget impact at this time.

### Supporting Documents:

• Memorandum of Understanding between Littlerock Creek Irrigation District, Palmdale Water District, and Antelope Valley-East Kern Water Agency for the Littlerock Creek Recharge Project.

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and effective as of \_\_\_\_\_\_, 2024 (Effective Date), by and between Littlerock Creek Irrigation District (LCID), Antelope Valley-East Kern Water Agency (AVEK), and Palmdale Water District (PWD) each a "Party" herein after referred to as Antelope Valley State Water Contractors Association, a joint powers agency established pursuant to California Government Code Section 6500, et seq. "Association" or "Parties":

### **RECITALS**

A. WHEREAS, the Association was formed in 1999, as a separate and independent governmental entity, pursuant to California Government Code Section 6500, et seq., to provide a framework for the joint exercise of its members' common powers relating to the development and protection of water supplies in the Antelope Valley.

B. WHEREAS, among the primary goals and objectives of the Association is to maximize the conservation and protection of local surface water and groundwater, encourage the utilization of imported water, and capitalize on the opportunities in the Antelope Valley for the replenishment and storage of water and groundwater recharge.

C. WHEREAS, the Parties wish to implement a recharge project that will enable AVEK and PWD to use LCID's State Water Project (SWP) Turnout, herein after referred to as "Turnout" to flow a portion of SWP water to recharge the Antelope Valley Groundwater Basin via Littlerock Creek; herein after referred to as "Project".

D. WHEREAS, the parties will sign Change in Point of Delivery Agreements with the Department of Water Resources (DWR) to deliver a portion of each agency's SWP water to the Turnout for recharge via the Project.

E. WHEREAS, the Parties desire to enter into this MOU notwithstanding various aspects of the Parties' current and future participation in litigation in the matter of Coordination Proceeding Special Title (Rule 1550(b)) *ANTELOPE VALLEY GROUNDWATER CASES*, Judicial Council Coordination Proceeding No. 4408, Superior Court of the State of California, County of Los Angeles, Central District (Adjudication Litigation).

F. WHEREAS, the Antelope Valley Watermaster (Watermaster), formed by the Antelope Valley Groundwater Cases Final Judgment, Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015 (Judgment), is to administer the Judgment by ensuring that water is allocated according to established water rights.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties and of the promises herein contained, it is hereby agreed as follows:

### **AGREEMENT**

1. <u>Recitals.</u> The Parties agree that the foregoing recitals are true and correct and are incorporated by reference herein.

2. <u>Point of Delivery.</u> LCID will allow PWD and AVEK to utilize a Change in Point of Delivery Agreement with the DWR to deliver a portion of each agency's SWP water to LCID's Turnout at Reach 21 of the California Aqueduct for recharge during the term of this MOU Agreement.

3. <u>Project Capacity.</u> AVEK and PWD will split the total Turnout capacity, estimated up to 15,000 acre-feet per year, evenly provided that both agencies are delivering water to the Project. Should either PWD or AVEK choose to stop delivery to the Project, LCID may offer that agency's Turnout capacity to the other agency or retain any portion of the unused Project capacity for their own use.

4. <u>Compensation</u>. AVEK and PWD will compensate LCID for the use of the Turnout for the Project and their services (as described in Paragraph 6) by transferring Stored Imported Water supplies to LCID at a rate of one-tenth (10%) for every AF of water delivered through the Project. Compensation shall be split among the agencies according to their share in the usage of the Turnout capacity for the Project. This compensation will be recorded by LCID monthly throughout each year in which the Project is in operation and affirmed at the end of each year by the agencies. Compensation will be made no later than April 30<sup>th</sup> of each succeeding year through approval by the Watermaster.

5. <u>Agreements with the Watermaster.</u> AVEK, PWD, and LCID will enter into any necessary water storage agreements with the Watermaster as required by the Judgement of the Superior Court of California in Santa Clara Case No, 1-05-CV-049053. If a Party is unable to obtain such an agreement, any Party may terminate this agreement by providing sixty (60) days written notice to the other Parties. In the event of termination of this MOU Agreement, the Parties shall meet and confer in good faith to develop a mutually agreeable plan for the completion of the Project and disposition of remaining compensation owed to the Parties.

6. <u>Costs.</u> AVEK and PWD will split costs evenly for material reasonably required by LCID to implement and maintain the Project. Payments for such materials shall be made upon final execution of this MOU and within 30 days of receipt of an invoice from LCID. LCID will take functional and financial responsibility for any construction, operation, maintenance, repairs, or restoration required for the Project in preparation for, during, or after AVEK and PWD's deliveries are completed. Each Party will be responsible for their SWP related variable costs incurred with delivering their SWP water to the Project. Each Party shall continue to pay their fixed SWP costs associated with making their SWP water available for the Project. Each Party shall pay their own costs associated with water storage agreements made with the Watermaster.

7. <u>Administration</u>. The Parties will cooperate with all State Agencies in preparing all necessary agreements and permits to enable the Project. LCID will maintain, record, and report monthly, flows at the Turnout to the Project and observe, record, and report on any local conditions of water flow along Littlerock Creek that may impact the Project. The Parties shall comply with water requests and delivery protocols stated in the Change in Point of Delivery Agreements with DWR. AVEK and PWD will be responsible for Project administration including management, communication, coordination between the Parties, and facilitating deliveries to the Project.

8. <u>Fees.</u> Each Party will be responsible for its own fees and expenses arising out of the negotiation and execution of this MOU and will obtain any necessary Board approvals for such expenses.

9. <u>Term</u>. This MOU shall begin on the Effective Date and shall continue in effect for ten (10) years or until terminated by either LCID, AVEK, or PWD by serving written notice to the other Parties no less than sixty (60) days prior to the effective date of such termination. In the event of termination of this MOU, the Parties shall meet and confer in good faith to develop a mutually agreeable plan for the completion of the Project and disposition of remaining compensation owed to the Parties.

10. <u>Environmental Compliance.</u> The Parties shall comply with the California Environmental Quality Act (CEQA) and cooperate with one another and the Watermaster with respect to CEQA compliance that may be required for the Project. The Parties shall each be responsible for any other environmental review or permitting necessary to implement the Project within their own respective service areas. The Parties shall be responsible for fulfilling all requirements of CEQA and any regulatory requirements related to this MOU or the Project.

11. <u>Entire Agreement.</u> This MOU is the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this MOU. Any waiver, modification, consent, or acquiescence with respect to any provision of this MOU shall be set forth in writing and duly executed by, or on behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other subsequent breach.

12. <u>Assignment.</u> This MOU is not assignable or transferable.

13. <u>Amendments.</u> This MOU shall be amended only upon written agreement of the Parties.

14. <u>Further Agreements</u>. Each Party must do all such acts and execute all such documents as necessary to give effect to this MOU.

15. <u>Written Communication</u>. Any communication, notice or demand of any kind whatsoever which either Party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including courier service), by Federal Express, UPS or other overnight delivery, or by registered or certified mail, postage prepaid, return receipt requested; and shall be addressed to the person signing this MOU on

behalf of the Party, at the Party's principal place of business. Any Party may change its mailing address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service; on the day after delivery if by "overnight courier," on the third (3<sup>rd</sup>) day after being placed in the U. S. Mail, if mailed first class, whether or not registered or certified.

16. <u>Good Faith.</u> The Parties agree to perform their obligations herein in "good faith" and shall do all things reasonably necessary to carry out the intent and/or to implement the terms of this MOU.

17. <u>State Laws</u>. This MOU shall be governed by and construed in accordance with the laws of the State of California

**18.** <u>Indemnification.</u> Each Party agrees under Government Code section 895.4 and notwithstanding Government Code 895.2, to defend and indemnify the other Parties against any liability caused by the indemnifying Party's actions.

19. <u>Authority.</u> The Parties represent and warrant that they have full power and authority to enter into this MOU.

**20.** <u>**Binding.**</u> All the terms and provisions of this MOU shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective representatives, agents, and lawful successors.

21. <u>Force Majeure.</u> All obligations of the Parties other than monetary or payment obligations shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, by earthquakes, fires, tornadoes, facility failures, floods, strikes, or other casualties, acts of God, orders of court of governmental agencies having competent jurisdiction, or other events or causes beyond the control of the Parties. In no event shall any liability accrue against a Party, to its officers, agents, or employees, for any damage arising out of or connected with a suspension of performance pursuant to this Section 21. All time limits to perform and the term of the MOU shall be extended by a period of time equivalent to the length of such suspension.

22. <u>Execution by Counterpart</u>. This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any Party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

23. <u>Adjudication Litigation.</u> No provision in this MOU is intended to affect the Parties' rights or obligations in the Adjudication Litigation except as may be explicitly set forth in this MOU.

### 24. <u>Other provisions.</u>

- a. The language in all parts of this MOU shall be in all cases construed simply, according to its fair meaning, all the Parties shall be considered the drafters of this MOU which shall not be construed as for or against any of the Parties hereto. Section headings of this MOU are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this MOU. References to "Paragraphs" are to Paragraphs of this MOU, unless otherwise specifically provided.
- b. Whenever required by the context, as used in this MOU, the singular number shall include the plural, and the masculine gender shall include the feminine and neuter.
- c. If any provision of this MOU, or its application to any person, place, or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date:

FOR ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION:

By:

Peter Thompson II, General Manager

### FOR LITTLEROCK CREEK IRRIGATION DISTRICT:

By:\_

James Chaisson, General Manager

### FOR PALMDALE WATER DISTRICT:

By:\_\_\_\_

Dennis D. LaMoreaux, General Manager

### FOR ANTELOPE VALLEY-EAST KERN WATER AGENCY:

By:\_\_

Matthew Knudson, General Manager



DATE: March 11, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Scott L. Rogers, Engineering Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: CONSIDERATION AND POSSIBLE ACTION ON AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR THE DESIGN, PERMITTING, AND CONSTRUCTION OF THE PALMDALE DITCH CONVERSION PROJECT. (\$1,294,180.95 – NOT-TO-EXCEED – BUDGETED – ENGINEERING MANAGER ROGERS)

### **Recommendation:**

Staff recommends the Board approve Amendment No. 1 to the Professional Services Agreement with Hazen and Sawyer, P.C. for the Design, Permitting, and Construction of the Palmdale Ditch Conversion Project in the not to exceed the amount of \$1,294,180.95.

### Alternative Options:

The alternative is to leave the contract as-is.

### Impact of Taking No Action:

The Palmdale Ditch environmental evaluation will have to be completed as a separate document and add three additional months to the Project schedule.

### **Background:**

The Board awarded the Palmdale Ditch Conversion Project to Hazen and Sawyer, P.C. (Hazen) on September 11, 2023. Hazen's environmental sub-consultant has performed the initial biological and cultural surveys required for the Project area and has been proactively considering and communicating the implications of the survey results for the next phase of final design. Based on the initial findings, additional environmental surveys are anticipated to be required by regulatory agencies during project permitting and consultations with the United States Fish and Wildlife Service, United States Forest Service, California Department of Fish and Wildlife, and the State Historic Preservation Officer. Because many of these surveys are seasonal and must occur prior to the start of construction in order to obtain project permits, the work is time-sensitive and must occur at various times between March and August of this year if construction is to begin on schedule in early 2025.

Hazen's environmental subconsultant has also been communicating diligently with regulatory agencies regarding potential project impacts and their implications for the Project's CEQA document. However, the Project is experiencing significant delays due to the longer-than-

expected response times from the regulatory agencies currently engaged on the Project, and because of the historical significance of the Ditch (as determined by the United States Forest Service in the late 1980s), Hazen believes the most defensible pathway forward is to prepare a full EIR for the Ditch Conversion Project, which will also allow for final design to proceed and will mitigate the impacts to the Project schedule. To this end, PWD staff arranged a call on January 31, 2024 with Woodard & Curran and Hazen to discuss incorporating the project-level analysis prepared by Hazen's environmental sub-consultant for the Ditch Conversion Project into the Strategic Water Resources Plan PEIR. Because the Ditch Conversion Project is on a tight 3-year schedule due to grant funding (specifically State funding which requires completion of construction by December 31, 2025), staff believes we should perform the additional environmental analysis for the Ditch Conversion Project to the current Strategic Water Resources Plan PEIR for the Ditch Conversion Project, which will achieve schedule and cost efficiencies.

(Based on the results of the additional environmental surveys, which are intended to detect the presence/absence of several special status species regulated by the United States Fish and Wildlife Service and/or California Department of Fish and Wildlife, additional effort to develop mitigation plans, consult with the regulatory agencies, and obtain species-specific permits may be required. However, the nature and extent of such effort cannot be determined until the additional environmental surveys identify whether special status species, if any, are present and is therefore not included in the scope of work for Amendment No. 1.)

The Amendment also includes the design of an additional turn-out where the Ditch crosses the California Aqueduct (owned and operated by DWR) to provide redundant connection and use in the future. Hazen will lead all coordination with DWR in collaboration with PWD staff to ensure all design standards are met in securing the permit agreement for this new turnout.

The attached scope of work will need to be added to the Agreement.

### Strategic Plan Initiative/Mission Statement:

This item is covered under all six Strategic Initiatives. This item directly relates to the District's Mission Statement.

### **Budget:**

An additional \$1,294,180.95 was allocated to the Professional Services Agreement and this Amendment changes Work Order No. 21-613 to the not-to-exceed amount of \$4,094,180.95.

### **Supporting Documents:**

• Amendment No. 1 to Professional Services Agreement with Hazen and Sawyer dated February 21, 2024.



February 21, 2024

Scott Rogers, PE Engineering Manager Palmdale Water District 2029 East Avenue Q Palmdale, CA 93550

### Re: Amendment No. 1 – Professional Services for the Design, Permitting, and Construction of the Palmdale Ditch Conversion Project No. 21-613

Dear Mr. Rogers:

As Hazen and Sawyer (Hazen) continues to make progress on the environmental field investigations, study evaluations, coordination and consultation with the lead permitting agency and other key permitting agency stakeholders including the preliminary design deliverables, the Hazen team has identified several additional out-of-scope services under four (4) of the original contract tasks and four (4) <u>new</u> tasks not originally included in the contract that are required to successfully deliver the Palmdale Ditch Conversion Project. Below is a summary of the additional out-of-scope services including the new scope tasks as discussed with PWD PM:

Task No.	Subtask No.	Description	Amendment Amount	Comment		
1	General Contract Administration and Project Management (Hazen)					
		Project Management and Coordination	\$20,400	Additional Scope Change. Refer to Attachment 1 for details on justification of additional out of scope services listed here.		
4	Environmental and Cultural Resources Compliance and Permitting (RINCON)					
	4.3	CEQA-Plus Initial Study and Mitigated Negative Dec	laration			
		a) Administrative Draft EIR	\$28,382.00	Additional Scope Change. Refer to		
		b) Screencheck Draft EIR	\$0.00	Attachment 1 for details on justification		
		c) Final EIR	\$0.00	of additional out of scope services listed		
		d) Public Hearing	\$0.00	here.		
		e) Coordination Meetings and Task Management	\$5,645.00			
		Subtotal	\$34,027.00			
	4.4A	Cultural Resources Study				
		4.4A.6 - Cultural Resources Field Survey	\$93,738.00	Additional Scope Change. Refer to Attachment 1 for details on justification of additional out of scope services listed here.		
		4.4A.7 - Cultural Resources Technical Report	\$9,695.00			
	•	Subtotal	\$103,433.00			
	4.4B	Biological Resources Study				
		4.4B.3 - Western Joshua Tree Census and Report	\$71,906.00	Additional Scope Change. Refer to Attachment 1 for details on justification of additional out of scope services listed here.		
		SUBTASK 4 TOTAL (Includes 5% Mark-up)	\$219,834.30	Per Hazen Contract Agreement Terms – 5% Markup on Subconsultants		

Task No.	Subtask No.	Description	Amendment Amount	Comment		
8.2	8.2 Additional As-Needed Environmental Services (RINCON)					
	8.2B	Assembly Bill 52 Assistance	\$5,300.00	Additional Scope Change. Refer to Attachment 1 for details on justification of additional out of scope services listed here.		
	8.2F	Rare Plant Surveys and Species-Specific Protocol Su	rveys (New Task)			
		8.2F.1 - Rare Plant Surveys	\$74,116.00	This is NEW Task added to original contract scope.		
	8.2F.2 - Species-Specific Protocol Surveys					
		a) Mohave Ground Squirrel Habitat Assessment, Burrow Surveys, and Live Trapping Surveys	\$171,520.00	This is NEW Task added to original contract scope.		
		b) Burrowing Owl Habitat Assessment and Protocol Surveys	\$82,168.00			
		c) Crotch Bumblebee Survey	\$159,030.00			
		d) Swainson's Hawk Surveys	\$99,700.00			
		e) Special Status Bat Habitat Assessment and Surveys	\$9,659.00			
		f) Southwestern Pond Turtle Surveys	\$56,629.00			
		g) CDFW Early Consultation Assistance	\$8,825.00			
		Subtotal	\$587,531.00	Subtotal of Subtasks a) through g) listed below 8.2F.2		
	8.2G	Archaeological Resources Testing Program (New Task)	\$185,549.00	This is NEW Task added to original contract scope.		
	8.2H	Heritage Resources XPI/Phase II Testing Report (New Task)	\$7,257.00	This is NEW Task added to original contract scope.		
		SUBTASK 8.2 – TOTAL (Includes 5% Mark-up)	\$902,740.65	Per Hazen Contract Agreement Terms – 5% Markup on Subconsultants		
8.1 Additional As-Needed Engineering Services (HAZEN)						
	8.1A	New Turnout Facility off the California Aqueduct (New Task)	\$151,206.00	This is a NEW Task added to original contract scope for Hazen Design Team.		
		TOTAL	\$1,294,180.95			

A detailed discussion on the justification for the additional out of scope of work, including the change from the original scope of work included in the contract agreement is provided under Attachment A-1.

Hazen requests PWD's authorization to amend the existing contract to complete these additional out of scope services. Enclosed for your review and approval is Hazen's proposed detailed scope of work and fee (refer to Attachment A-1) for these additional scope of services for the Palmdale Ditch Conversion Project. The total Amendment No.1 amount proposed for these additional services is \$1,294,180.95. This would increase the total contract not-to-exceed budget from \$2,800,000 to \$4,094,180.95.

Sincerely, Hazen and Sawyer

es aufonero

Benjamin Romero, PE Project Manager/Vice President

Marc 55d

Marc Solomon, PE Principal-in-Charge/Vice President

### **Attachment A-1**

**Palmdale Water District** 

### Professional Services for the Design, Permitting, and Construction of the Palmdale Ditch Conversion Project No. 21-613 Amendment No. 1 – Scope of Services

### Task 1 - General Contract Administration and Project Management (HAZEN)

### Task 1.1 Project Management and Coordination

### **Current Approved Scope of Work**

The current task assumed that Hazen's PM will manage and coordinate the team members' activities to keep the project on schedule and within budget including all scope activities to be performed by Hazen subconsultants.

### Revised and Additional Scope of Work (Total Amount: \$20,400)

Hazen PM Team will require an additional 66 staff hours for management and coordination of all efforts related to all additional scope of work under described below under Task 4, Task 8.1, and Task 8.2.

# Task 4 – Environmental and Cultural Resources Compliance and Permitting (RINCON)

### Task 4.3 CEQA-Plus Initial Study and Mitigated Negative Declaration

### **Current Approved Scope of Work**

The current approved scope of work assumed that a CEQA-Plus Initial Study-Mitigated Negative Declaration (IS-MND) would be the appropriate level of environmental documentation to satisfy CEQA and NEPA requirements for the U.S. Bureau of Reclamation, and that Rincon would notify PWD if a potentially significant and unavoidable impact was identified that could require preparation of an EIR. Accordingly, Rincon, Hazen, and PWD have discussed the project's potentially significant impacts related to cultural resources and biological resources as well as strategic options for environmental compliance that allow for project design to proceed and to keep the project schedule on track.

### **Revised and Additional Scope of Work (Total Amount: \$34,027)**

Since the initiation of our scope of work, PWD has determined the preferred CEQA pathway for the Palmdale Ditch project is to integrate a project-level analysis of its environmental impacts into the Strategic Water Resources Plan Program EIR, currently being prepared by Woodard & Curran. To accomplish this, Rincon will collaborate with Woodard & Curran as outlined in the following subsections.

### a) Administrative Draft EIR (Subtotal Amount: \$28,382)

To date, Rincon has completed the majority of the project-level environmental impacts analysis for the Palmdale Ditch project as part of preparation of the CEQA-Plus IS-MND. Rincon will complete this project-level analysis, and once reviewed and approved by Hazen and PWD, provide the Project Description and project-level analysis to Woodard & Curran for integration into the EIR. Rincon will also review the Project Description prepared by Woodard & Curran for the Administrative Draft EIR to ensure the Palmdale Ditch project is appropriately integrated and accurately characterized. As needed, Rincon will provide Woodard & Curran with additional information related to the project site setting and existing conditions to inform development of the Environmental Setting sections of the Administrative Draft EIR. In addition, Rincon will provide support to Woodard & Curran in developing cumulative impacts analyses and the alternatives analysis, as they pertain specifically to the Palmdale Ditch project. Once prepared by Woodard & Curran, Rincon will review up to six Administrative Draft EIR sections (to be determined by Woodard & Curran) to ensure project impacts are accurately characterized.

### Deliverables

- Site-specific setting information and project-level analysis of the environmental impacts of the Palmdale Ditch project
- Input to cumulative impacts analyses and alternatives analysis
- Review of up to six Administrative Draft EIR sections

### Assumptions

• Because the EIR will include both a programmatic analysis of the Strategic Water Resources Plan, which does not have a federal nexus, and a project-level analysis of the Palmdale Ditch project, the EIR will not include a CEQA-Plus analysis related to federal cross-cutter regulations. Instead, the federal cross-cutter analyses that have been prepared by Rincon as part of the CEQA-Plus IS-MND will be translated into a standalone NEPA Environmental Assessment, as included in our current scope of work under Optional Task 4.9.

### *b)* Screencheck Draft EIR (Subtotal Amount: \$0 - No Additional Cost)

During preparation of the Screencheck Draft EIR, Rincon will provide focused support to Woodard & Curran in addressing Hazen and PWD comments on the Administrative Draft EIR, as they pertain specifically to the information and analyses related to the Palmdale Ditch Project.

#### Assumptions

- Woodard & Curran will be responsible for compilation and publication of the Draft EIR.
- Woodard & Curran and PWD will be responsible for completion of all required noticing procedures related to circulation of the Draft EIR for public review.
- c) Final EIR (Subtotal Amount: \$0 No Additional Cost)

Upon receipt of public comments on the Draft EIR, Rincon will provide focused support to Woodard & Curran in drafting responses to comments received during the public review period for the Draft EIR, as they pertain to the Palmdale Ditch Project. Rincon will prepare and submit an electronic copy of the draft responses to comments to Woodard & Curran for integration in the



overall Responses to Comments document for review by Hazen and PWD. If revisions to the Draft EIR are required based on public comments, Rincon will provide suggested revised language to Woodard & Curran for incorporation in the Final EIR. Rincon will address one round of consolidated comments from Hazen and PWD on the Responses to Comments pertaining specifically to the Palmdale Ditch project.

### Deliverables

• Responses to Comments on Draft EIR

### Assumptions

- Up to seven brief (under five pages) comment letters will be received that can be adequately responded to in a maximum of 60 professional staff hours. The actual level of effort required to respond to public comments will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.
- Any revisions to the Draft EIR will be minimal and will not require substantive new analysis.
- Woodard & Curran will be responsible for compilation/publication of the Final EIR.
- Woodard & Curran will be responsible for preparation of the Mitigation Monitoring and Reporting Program without input from Rincon.
- Woodard & Curran and PWD will be responsible for preparation and filing of the Notice of Determination.

### *d) Public Hearing (Subtotal Amount: \$0 - No Additional Cost)*

Rincon's Project Manager and Principal in Charge will be available to attend one public hearing for the EIR, likely to be held during the public review period. If requested, Rincon will provide support to Woodard & Curran in developing a brief presentation identifying the findings of the CEQA analysis, specifically pertaining to the Palmdale Ditch project, and can assist in delivering the presentation to the Board as well as in answering questions from the Board related to the environmental impacts of the Palmdale Ditch project.

### Deliverables

• Input on public meeting presentation.

### Assumptions

- The public meeting will be held in person at a location in Palmdale.
- e) Coordination Meetings and Task Management (Subtotal Amount: \$5,645)

Rincon will attend regular coordination meetings with Woodard & Curran during development of the EIR, which are anticipated to include up to 12, 45-minute virtual meetings.

### Task 4.4A Cultural Resources Study

Subtask 4.4A.6 Cultural Resources Field Survey

**Current Approved Scope of Work** 



Upon completion of the records search, Rincon will conduct a pedestrian field survey of the approximately 89.3-acre APE using transects spaced at maximum intervals of 15 meters over all exposed ground surface within the APE. Transect accuracy will be maintained through the use of a hand-held global positioning system (GPS) unit. Preliminary research indicates the APE contains one known built environment resource, the Palmdale Ditch, which has been previously determined eligible for listing in the NRHP and therefore qualifies a historical resource and historic property under CEQA and Section 106 respectively. Under the direction of an Architectural Historian, the overall condition and integrity of the ditch will be documented in accordance with the California Office of Historic Preservation. For the purposes of this proposal and cost estimate, Rincon assumes no other cultural resources outside of the aforementioned ditch will require recordation or updating. Should any additional resources be identified during the project, Rincon will prepare a scope and budget augmentation to address those needs (e.g., site recording, site evaluation). No testing will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. Rincon assumes the survey will require two (2) eight-hour field days completed by two (2) cultural resources specialists, including travel time, and there will be no access or safety issues. A single mobilization will be needed to complete the fieldwork. Results of the field survey that have schedule or budget ramifications will be communicated to PWD staff in a timely manner to allow PWD to manage project risk effectively.

### Additional Scope of Work (Total Amount: \$93,738)

Rincon will conduct an additional fieldwork and recordation/documentation effort for the five previously recorded archaeological sites, 12 new archaeological sites, and 39 new isolates identified within the Area of Potential Effects outside the Angeles National Forest. This effort will involve six additional days of fieldwork by two archaeologists outside the Angeles National Forest, preparation of updates to the California Department of Parks and Recreation Series 523 forms for the five previously recorded archaeological sites, and preparation of new Series 523 forms for the 12 new archaeological sites and 39 new isolates. Rincon will also conduct two additional days of fieldwork with two archaeologists to complete the Phase I cultural resources survey of the Area of Potential Effects within the Angeles National Forest.

#### Deliverables

• California Department of Parks and Recreation Series 523 Forms

### Assumptions

• In addition to the resources identified within the Area of Potential Effects outside of Angeles National Forest, up to two additional archaeological sites and five additional isolates will be identified within the Area of Potential Effects within the Angeles National Forest and will require recordation.

### Subtask 4.4A.7 Cultural Resources Technical Report

### **Current Approved Scope of Work**

Rincon will prepare a Cultural Resources Technical Report (report) that will present findings, recommendations, and impact assessments. The report will follow the California Office of Historic Preservation's *Archaeological Resource Management Reports: Recommended Contents and Format* and will be prepared in accordance with both CEQA and Section 106 requirements. The report will provide applicable environmental and cultural contexts for the project site and vicinity, outline the regulatory framework within which impacts to cultural resources will be analyzed, present the methods and results of the CHRIS records search, archival research, and pedestrian field survey. The report will include figures



depicting the APE and vicinity, an assessment of the archaeological sensitivity of the APE, and the potential to encounter subsurface prehistoric or historic-period archaeological resources during construction. The report will also provide an update regarding the significance of the Palmdale Ditch and assess potential impacts under CEQA and Section 106. Finally, the report findings will include recommendations for additional work or mitigation measures, if any are deemed necessary, and a Finding of Effect conclusion.

Draft copies of the report will be submitted to PWD for review and approval. Rincon assumes two (2) rounds of collective comments from PWD and one (1) round from the lead federal agency. All deliverables will be provided in electronic format (PDF and/or Word). A copy of the final report will be filed with the SCCIC.

### Additional Scope of Work (Total Amount: \$9,695)

Rincon will incorporate the results of the additional fieldwork and recordation effort conducted under the additional scope of work for Subtask 4.4A.6 into the Cultural Resources Technical Report.

### Deliverables

• Cultural Resources Technical Report

### Assumptions

- The Cultural Resources Technical Report will be prepared in accordance with CEQA and Section 106 standards.
- Rincon assumes two rounds of comments on the Historic Properties Identification and Finding of Effects Report from PWD and one round of comments from the lead federal agency.

### Task 4.4B Biological Resources Study

### Subtask 4.4B.3 Western Joshua Tree Census and Report

### **Current Approved Scope of Work**

Rincon will conduct a WJT survey of the approximately 7.2-mile Palmdale Ditch project site. The exact location of the project footprint is unknown at this time; therefore, the survey area will include the ditch plus a 250-foot buffer in all directions per CDFW guidance for WJT surveys. In cases where paved roads are contained within the buffer, areas directionally beyond the paved road (in reference to the ditch) will be excluded. The area of the WJT survey is approximately 440 acres. Upon brief desktop review, we estimate approximately 400 WJT may be present within the survey area. The following data will be collected during the survey.



### General site information:

- Characterization of climate and topography
- Identification of soils and biological soil crusts
- Detailed description of native, non-native, invasive plants, and nursery plants on site
- Characterizing and mapping of vegetation alliance and/ or association areas for the site

- Identification of native plants within each alliance and/ or association area on site
- Identification of whether there is western Joshua tree recruitment within each Joshua tree alliance and/or association
- Photographs of the Project site, including a minimum two photographs per acre depicting different aspects
- Photographs of Joshua trees that represent the growth form, height, and age class of the population on site

### For each individual Joshua tree:

- Trunk location using a global positioning system (GPS) device capable of submeter accuracy
- Height class
- Age class (seedling, juvenile, adult)
- Condition (good, fair, poor, dead)
- Form (single tree or clonal)
- Number of trunks
- Number of sprouts
- Number of branching terminal flower panicles
- Phenophase (young leaves, leaves, flowers, open flowers, fruits, recent fruit drop)
- Origin (natural or mitigation planting)

### Additional Scope of Work (Total Amount: \$71,906)

Performed additional fieldwork for the Western Joshua Tree (WJT) census, which identified approximately 3,450 WJT along the project area. Many of the documented WJT are less than one meter in height, which makes them difficult to observe from aerial and street-view imagery during the desktop review completed during the proposal stage, resulting in a significantly lower estimate of the expected number of WJT within the survey area.

Rincon required an additional six days of fieldwork with four biologists to complete the additional Western Joshua Tree census. In addition, Rincon completed additional post-survey data processing and mapping to present the additional Western Joshua Trees in report text and figures.

### Task 8 – Additional Task Allowances

### Task 8.1 Additional As-Needed Engineering Services (Hazen)

### NEW Task 8.1.A – New Turnout Facility off the California Aqueduct

### NEW TASK - Scope of Work (\$151,206)

The District has requested the addition of a new turnout from the California Aqueduct to provide the District with a resilient overall system and a redundant turnout to ensure water deliveries into the future. Hazen will incorporate the design of the new turnout in the preliminary design report and the final contract documents. Hazen will also include project management, design and coordination time for this additional scope of work. Hazen will lead all coordination efforts required to meet the design requirements by the California Department of Water Resources (DWR) including all permitting efforts to

successfully secure the final permit for the construction of the new turnout. Additional surveying will be required to complete the design during the final design phase.

### Deliverables

- Section write-up in the preliminary design report on the new turnout.
- Final design drawings and specifications for the turnout with each submittal per the original project scope.

### Assumptions

- Seven (7) additional drawings are required to address the new turnout facility including structural, I&C, electrical, mechanical and site civil.
- Coordination with DWR operations staff and product vendor on the requirements for the flow monitoring meters required at the new turnout facility.
- One (1) day of field ground survey is required to supplement aerial topographic survey with additional details.
- Up to two in-person (two Hazen staff) site visits with DWR staff to review the turnout facility location and design requirements.
- Up to four virtual coordination meetings with DWR and PWD staff during the preliminary and final design phase.
- All fees required by DWR will be paid directly by PWD.
- Hazen will prepare performance specifications for cofferdam or other temporary facilities required for construction within the California Aqueduct, but detailed design will be the responsibility of the awarded contractor.
- Services during construction inspection is assumed to be part-time per the original scope of work.

# Task 8.2 Additional As-Needed Environmental Services (Rincon)

### Subtask 8.2B Assembly Bill 52 Assistance

### **Current Approved Scope of Work**

Under AB 52, PWD, as the CEQA lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Rincon will assist PWD with consultation under AB 52 by providing PWD with letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. This task does not include costs for meetings, outreach, or additional consultation by Rincon or the mailing of any letters to tribal governments. Rincon can assist with these tasks for an additional cost.

### Additional Scope of Work (Total Amount: \$5,300)

Rincon will provide up to 20 hours of assistance with the Assembly Bill 52 consultation process, which can include attendance at consultation meetings with consulting Tribes and the provision of strategic advising to the District in navigating the outcomes of consultation meetings.



### Deliverables

• Attendance at consultation meetings with Tribes

### Assumptions

- Up to 20 hours of assistance will be provided.
- All consultation meetings will be held virtually.

## NEW Task 8.2F Rare Plant Surveys and Species-Specific Protocol Surveys (RINCON)

### Additional Scope of Work (Total Amount: \$661,647)

### a) Subtask 8.2F.1 Rare Plant Surveys (Subtotal Amount: \$74,116)

Rincon will complete rare plant surveys within the full Area of Potential Effects (approximately 309 acres) where special status plant species have a moderate to high potential to occur. The surveys will be floristic in nature and will be seasonally timed to coincide with the target species. A total of two surveys will be conducted in April/May and July. Focused surveys will include mapping United States Forest Service (USFS) sensitive plant species and invasive weeds within portions of the project within Angeles National Forest, as requested by USFS to support the project's permitting process. All special status plant species identified within the Area of Potential Effects will be mapped onto site-specific aerial photographs and topographic maps. The surveys will be conducted in accordance with the most current protocols established by CDFW and United States Fish and Wildlife Service, where such protocols are available. The results of the surveys will be documented in a survey report.

### Deliverables

- GIS shapefile of identified special-status plant species
- Rare Plant Survey Report

### Assumptions

- Two surveys will be completed during appropriate blooming periods for target species (April/May and July) by two botanists. The first survey will be conducted over four days; the second survey will be conducted over three days. The botanists will record USFS-sensitive species and invasive weeds within the portion of the Area of Potential Effects on Angeles National Forest land.
- This scope does not include development of mitigation plans or permitting assistance for any impacted special status plant species.

### b) Subtask 8.2F.2 Species-Specific Protocol Surveys (Subtotal Amount: \$587,531)

Rincon will complete a series of species-specific protocol surveys for Mohave ground squirrel (state threatened), burrowing owl (CDFW Species of Special Concern), Crotch bumblebee (state candidate endangered), and Swainson's hawk (state threatened) within the portions of the Area of Potential Effects where these species have a moderate to high potential to occur. Special status bat maternity roost surveys will be conducted concurrently and/or coincide with other species-specific surveys identified above within portions of the Area of Potential Effects where these species have a moderate to high potential Effects where these species have a moderate to high potential be conducted concurrently and/or coincide with other species-specific surveys identified above within portions of the Area of Potential Effects where these species have a moderate to high potential to occur. In addition, surveys for southwestern pond



turtle (federal proposed threatened) are included as an optional subtask. The surveys will be conducted in accordance with the most current protocols established by CDFW and United States Fish and Wildlife Service, where such protocols are available. The results of the surveys will be documented in species-specific survey reports. Please note that special status species survey results are typically considered valid for one to two years depending on species.

The scope and cost of the following subtasks are based on the results of the biological resources reconnaissance survey conducted under Task 4b1 and are each tailored to the portions of the Area of Potential Effects where each species have moderate to high potential to occur. Where reasonably practicable, surveys for multiple species will be conducted concurrently, as noted below. However, depending on staff availability at the time, it is possible that additional surveys can be conducted concurrently, resulting in cost savings. In addition, if bat maternity roost surveys are negative, a standalone survey report will not be necessary, and the results can be incorporated into an updated Biological Resources Assessment, resulting in cost savings. As such, this cost estimate provides a conservative estimate of the level of effort required, and Rincon will strive to achieve these cost savings when feasible. If the extent of the Area of Potential Effects is reduced during the preliminary design process prior to the completion of surveys, cost savings may also be achieved due to a reduced survey area.

The following sections provide a summary description of the scope of work and cost for each set of surveys under Item b) Task 8.2F.2 - Species-Specific Protocol Surveys.

### Subtask 8.2F.2a Mohave Ground Squirrel Habitat Assessment, Burrow Surveys, and Live Trapping Surveys (Subtotal Amount: \$171,520)

Rincon will complete a habitat assessment and burrow surveys for Mohave ground squirrel within the full Area of Potential Effects (309 acres), followed by protocol trapping surveys in the portions of the Area of Potential Effects where this species has a moderate or high potential to occur (up to 80 acres). The habitat assessment and burrow surveys will each be completed by three biologists over the course of four days. The live trapping surveys will be completed by two biologists over three trapping periods (March 15 to April 30, May 1 to May 31, June 1 to July 15) for 5 days each trapping period, for a total of 15 10-hour days. If the timing of survey authorization allows, the Mohave ground squirrel habitat assessment will be conducted concurrently with the burrowing owl habitat assessment (Subtask 8.2F.2b) to provide cost savings.

### Deliverables

• Mohave Ground Squirrel Protocol Survey Results Report

#### Assumptions

- The habitat assessment, burrow surveys, and live trapping surveys will be conducted in accordance with CDFW's Mohave Ground Squirrel Survey Guidelines (October 2023).
- The area covered by trapping surveys will not exceed 80 acres.
- The Mohave ground squirrel survey results are considered valid for one year per the survey protocol.
- The scope does not include assistance with agency consultation (other than that identified in Optional Subtask 8.2F.2g), permit acquisition, or mitigation plan preparation. Such assistance, if needed, can be provided under separate scope and cost.

### <u>Subtask 8.2F.2b</u> Burrowing Owl Habitat Assessment and Protocol Surveys (Subtotal Amount: <u>\$82,168</u>)

Rincon will complete a habitat assessment for burrowing owl within the full Area of Potential Effects (309 acres) and protocol breeding season survey for burrowing owl in the portions of the Area of Potential Effects where this species has a moderate or high potential to occur (up to 100 acres). The habitat assessment will be completed by two biologists over the course of four days. The protocol breeding season survey will be completed by two biologists in four site visits, as required by the protocol. The first site visit for protocol breeding surveys will be conducted during the same mobilization as the habitat assessment (i.e., the same four days) between February 15 through April 15. The remaining three site visits will be conducted over 2.5 days each, for a total of 7.5 days, spaced at least three weeks apart, between April 15 and July 15 with at least one survey after June 15. If the timing of survey authorization allows, the burrowing owl habitat assessment (Subtask 4.11.2a) to provide cost savings.

### Deliverables

• Burrowing Owl Habitat Assessment and Survey Report

### Assumptions

- The habitat assessment and protocol surveys will be conducted pursuant to the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game, March 2012).
- Focused burrowing owl survey results are typically valid for one year.
- This scope of work does not include preconstruction surveys, which are typically required no less than 14 days prior to ground disturbance activity.
- This scope assumes no active burrows are found. If active burrows are observed, a scope and cost amendment will be required to cover the additional survey and reporting effort.
- The scope does not include assistance with agency consultation (other than that identified in Optional Subtask 8.2F.2g), permit acquisition, or mitigation plan preparation. Such assistance, if needed, can be provided under separate scope and cost.

### Subtask 8.2F.2c Crotch Bumblebee Survey (Subtotal Amount: \$159,030)

Based on CDFW's recent issuance of one of the first Incidental Take Permits (ITP) for Crotch bumble bee and CDFW's comment letter submitted on the Notice of Preparation for the Strategic Water Resources Plan EIR, Rincon anticipates CDFW may require full protocol surveys for Crotch bumble bee as part of project permitting in light of its potential to occur in the project footprint. Rincon will conduct a survey for Crotch bumblebee to identify suitable habitat and individuals, particularly during the Colony Active Period (April to August), in the portions of the Area of Potential Effects where this species has a moderate or high potential to occur. Because the Crotch bumble bee is a habitat generalist, Rincon expects the entire project footprint (approximately 309 acres) may be considered suitable habitat. As required by the CDFW survey protocol, the project footprint will be surveyed three times during the species' flight season, spaced two to four weeks apart, and the lead surveyor will be a qualified biologist who will secure a project-specific Memorandum of Understanding (MOU) with CDFW to conduct the Crotch's bumble bee surveys, as required by the CDFW survey protocol. Four Rincon biologists



will conduct each of the three surveys such that no more than three acres are surveyed per one staff person hour, as required by CDFW's survey protocol. As a result, each survey will take 103 staff hours for a total of 309 hours of survey time, which equates to three field days with four biologists per survey and additional time for mobilization and set up for each biologist. Should reductions in the project disturbance footprint be feasible, the level of effort for conducting surveys will be reduced corresponding to reflect the size of the revised survey area. The cost estimate also accounts for approximately 20 staff hours to prepare and submit an application for and acquire the project-specific MOU with CDFW to conduct the surveys.

### Deliverables

- Crotch Bumblebee MOU with CDFW
- Crotch Bumblebee Survey Results Memo

### Assumptions

- The survey will be conducted pursuant to CDFW's Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species (June 2023).
- If needed, Rincon may retain a subconsultant to assist in conducting the surveys to accommodate the level of effort and staff hours required.
- The scope does not include assistance with agency consultation (other than that identified in Optional Subtask 8.2F.2g), permit acquisition, or mitigation plan preparation. Such assistance, if needed, can be provided under separate scope and cost.

### Subtask 8.2F.2d Swainson's Hawk Surveys (Subtotal Amount: \$99,700)

Rincon will complete a 0.5-mile survey to determine presence of nesting Swainson's hawks within the full Area of Potential Effects (309 acres) and a 0.5-mile radius. The surveys will each be completed by two biologists over the course of six survey visits (pursuant the protocol for Swainson's hawk surveys in the Antelope Valley), each of which will require two days. The protocol requires surveys within a five-mile radius of a project site to assess potential for 1) impacts to nesting hawks within a 0.5-mile radius as well as 2) potential impacts to foraging habitat within the Area of Potential Effects that may be used by Swainson's hawks nesting within a five-mile radius. Because the project does not propose to have permanent impacts to foraging habitat for Swainson's hawk (i.e., all disturbed areas will be restored and revegetated), Rincon proposes to conduct the protocol survey focusing on nesting Swainson's hawks within a 0.5-mile radius. (CDFW typically requires a 0.5-mile buffer around nesting Swainson's hawks within which construction should not occur during the nesting season.)

### Deliverables

• Swainson's Hawk Survey Results Report

### Assumptions

- Surveys will be conducted pursuant to CDFW's Survey Protocols, Impact Avoidance, and Minimization Measures for Renewable Energy Projects in the Antelope Valley of Los Angeles and Kern Counties, California (June 2010).
- Survey results are typically valid for 1 year.



- This scope of work does not include a Swainson's Hawk Monitoring and Mitigation Plan. If surveys locate a nest site, such a plan may need to be prepared and would be provided under separate scope and cost.
- The scope does not include assistance with agency consultation (other than that identified in Optional Subtask 8.2F.2g) or permit acquisition. Such assistance, if needed, can be provided under separate scope and cost.

Subtask 8.2F.2e Special Status Bat Habitat Assessment and Surveys (Subtotal Amount: \$9,659)

Rincon will complete a bat habitat assessment and survey for maternity colonies or roosting to determine the presence of pallid and Townsend bats, including active day or maternity roosts are present within the Area of Potential Effects (309 acres). The surveys will be conducted concurrently with the mobilizations for other species-specific surveys, and biologists conducting those surveys will assess presence of potentially suitable bat roosting habitat and document observations.

#### Deliverables

• Bat Habitat Assessment Survey Results Report

#### Assumptions

- No separate mobilizations or surveys for these species will be required.
- This scope does not include emergence surveys and/or use of Sonobat equipment to capture bat vocalizations. If these specific surveys are needed to confirm the presence of suspected maternity roosts within the project footprint, they can be provided under separate scope and cost. The habitat assessment will determine the number and location of potential maternity roosts, if any, to focus this effort.

### Optional Subtask 8.2F.2f Southwestern Pond Turtle Surveys (Total Amount: \$56,629)

Because southwestern pond turtle is currently proposed for listing under the federal Endangered Species Act, Rincon anticipates USBR may require the completion of protocol surveys to assess presence/absence as part of its environmental review of the proposed project. If required by USBR, Rincon can complete surveys for southwestern pond turtle in areas of suitable habitat along Little Rock Wash within and adjacent to the proposed project footprint, including terrestrial habitat adjacent to the wash, deeper pools present along the riparian corridor, and slow-moving water with basking areas such as rocks, downed logs, and emergent vegetation. Two Rincon biologists would conduct four site visits during the species breeding season, May through August, when pond turtles have not yet left the water to aestivate or overwinter in the uplands. At least one survey would occur in August when there is the greatest potential for hatchlings to be present. The initial visual inspection would be conducted during daylight hours, followed by focused surveys during the warmest part of the day (generally between 10:00 a.m. and 3:00 p.m.). Suitable habitat for pond turtle would be assessed and recorded along with observations of pond turtle or other herpetofauna species, abiotic conditions (e.g., weather, wind speed, air temperature), and water quality (turbidity, temperature, dissolved oxygen, and pH). Pond turtle identification would be aided by use of binoculars and photographs of species observed.

#### Deliverables

• Southwestern Pond Turtle Survey Results Memo



### Assumptions

- Surveys will be conducted using a modified approach, but in accordance with the United States Geological Survey's USGS Western Pond Turtle (Emys marmorata) Visual Survey Protocol for the Southcoast Ecoregion (2006).
- The survey results are typically valid for one year.
- The scope does not include assistance with agency consultation (other than that identified in Optional Subtask 8.2F.2g), permit acquisition, or mitigation plan preparation. Such assistance, if needed, can be provided under separate scope and cost.

### Optional Subtask 8.2F.2g CDFW Early Consultation Assistance (Subtotal Amount: \$8,825)

If desired, Rincon can facilitate early consultation between PWD /Hazen and CDFW to confirm proposed survey approach and potential Incidental Take Permit (ITP) requirements for state listed species, in particular Crotch bumble bee, considering: (a) CDFW-recommended survey guidelines were recently published, (b) few projects have completed the protocol survey and ITP process for the species thus far, and (c) the large project footprint equates to high level of survey effort. It is possible early consultation could yield an agreed-upon survey approach to streamline the level of effort while still gathering sufficient survey data to support a determination of presence or absence and a potential ITP application. If authorized, Rincon will provide up to 34 staff hours of early consultation assistance, which would include three 1-hour virtual meetings – two meetings with Rincon, CDFW, Hazen, and PWD and one internal coordination meeting with Rincon, Hazen, and PWD. Rincon meeting attendees would include Rincon's Project Manager and three Biological Resources staff. This effort also includes preparation of meeting agendas and notes and staff time to prepare for the meetings.

### Deliverables

• 3 meeting agendas and 3 meeting notes

### Assumptions

• A field visit with CDFW to the project site is not included in this scope of work.

### NEW Task 8.2G Archaeological Resources Testing Program (\$185,549)

### Additional Scope of Work (Total Amount: \$185,549)

Rincon will conduct an archaeological resources testing program, which will consist of an Extended Phase I (XPI) investigation to determine the presence or absence of CA-LAN-82, CA-LAN-1616H, and CA-LAN-1851 subsurface deposits within the APE and determine the horizontal and vertical extent of any subsurface deposits. If the XPI is positive for subsurface archaeological deposits, Rincon will conduct a Phase II testing program to establish whether intact, subsurface deposits associated with CA-LAN-82, CA-LAN-1616H, and/or CA-LAN-1851 exist within the APE and to evaluate the portion of the deposits that overlap the APE and whether they contribute to the overall eligibility of the resources for the CRHR and NRHP. If the XPI is negative and no cultural materials exist within the APE, a Phase II will not be required, and the Phase II scope would not be initiated. This work effort will be conducted under the direction of Rincon Principal Christopher Duran, MA, RPA and Leanna Flaherty, MA, RPA, who both exceed the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology.

The archaeological resources testing program will consist of the following components:

- **XPI/Phase II Archaeological Resources Testing Plan.** Rincon will prepare an XPI/Phase II Archaeological Resources Testing Plan (testing plan) consistent with the Society for California Archaeology (SCA) *Fieldwork and Reporting Guidelines for Cultural Resources*. The testing plan will outline the subsurface investigation methods that will be employed to establish the presence or absence of subsurface archaeological deposits within the project APE. Specific methods and locations for testing will be based on a review of current project design plans, existing archaeological location data, and other available information. The plan will outline the initial XPI testing plan and the requirements for executing a Phase II evaluation. An electronic copy (PDF) of the testing plan will be submitted to Hazen/PWD, USBR, and USFS for review and approval prior to implementation.
- Organic Act Permit (for Excavation). Because resource CA-LAN-1616H is located on USFS lands, Rincon anticipates an Organic Act permit specific to this effort may be required to complete the Archaeological Resources Testing Program prior to the commencement of fieldwork. Rincon will obtain this permit and prepare the appropriate documentation required for the permit application, including maps and other required attachments. The permit must be approved and executed by USFS prior to the commencement of field investigations within USFS lands.
- Archaeological Resources XPI. Rincon archaeologists will excavate a series of shovel test pits (STPs) and/or hand-augured units (HAUs) within or adjacent to the known pre-contact resources to assess the presence or absence of subsurface archaeological deposits within the APE. These STPs and HAUs will also be used to determine the horizontal and vertical extent of the subsurface deposit within the project site. STPs/HAUs will be excavated in accordance with the SCA Fieldwork and Reporting Guidelines for Cultural Resources-Archaeological, Historic, and Tribal Cultural Resources. STPs will measure approximately 35 centimeters (cm) in diameter while HAUs will measure approximately 10 cm in diameter; both STPs and HAUs will be excavated in arbitrary 20-cm levels. STPs will be excavated to a minimum depth of 100 cm below surface (cmbs). If excavation requires depths exceeding 100 cmbs, a hand-auger will be utilized for excavation up to 160 cmbs. If archaeological materials are identified in an STP/HAU, excavation will continue until two consecutive sterile levels are reached, until bedrock is reached, or until conditions no longer allow for continued excavation. Excavated soil will be dry-screened through 3-millimeter (1/8-inch) wire mesh screen. Any artifacts or ecofacts recovered from the STPs/HAUs will be analyzed and documented in the field; no artifacts, samples, or specimens will be collected during the testing. Any artifacts or ecofacts recovered from STPs or HAUs will be reburied in the STPs or HAUs from which they were recovered. All excavation locations will be recorded using a submeter-accuracy handheld GPS unit and documented in both notes and photographs. Each STP/HAU will have a form for recording all data and observations, including the depths of recovered materials and soil descriptions. The STPs/HAUs will be backfilled upon completion of the excavation.
- Phase II Archaeological Resources Excavation. In the event of a positive XPI, Rincon will 1) conduct a CRHR/NRHP evaluation to evaluate the significance of the portion of the deposit that overlaps the APE in accordance with CEQA/Section 106 and 2) determine if the project has the potential to result in a significant impact/adverse effect to the resources. For the purposes of this proposal and cost estimate, Rincon assumes each resource (CA-LAN-82, CA-LAN-1616H, and CA-LAN-1851) will be positive for subsurface cultural materials and require a Phase II evaluation. The Phase II portion of the testing program will include the excavation of up to four 11meter by 11meter test units (TU), including two at CA-LAN-82 and one each at CA-LAN-1616H, and CA-LAN-1851, with an average depth of 100 centimeters to gather data to evaluate the significance of the resource. The TUs will be excavated in the areas where each of the resources produce the highest density and



diversity of cultural material as determined by the preliminary survey and STP/HAU excavations. If excavation requires depths exceeding 100 cmbs, a hand-auger will be utilized in the center of each TU for excavation up to 200 cmbs.

Each TU will be excavated in accordance with the SCA Fieldwork and Reporting Guidelines for Cultural Resources-Archaeological, Historic, and Tribal Cultural Resources. Each TU will be excavated in arbitrary 10-cm controlled levels from an established unit datum, by identified strata, or by feature, to a depth appropriate to evaluate the vertical distribution of cultural material. Excavated soil will be dry-screened through 3-millimeter (1/8-inch) wire mesh screen. Any artifacts or ecofacts recovered during Phase II testing of CA-LAN-082 and CA-LAN-1851 will be collected and bagged with pertinent data recorded (e.g., provenience data), as appropriate. However, any artifacts or ecofacts recovered during Phase II testing of CA-LAN-1616H will be analyzed in the field and reburied when the TU is backfilled. All excavation locations will be recorded using a submeter-accuracy handheld GPS unit and documented in both notes and photographs. All TUs will have a form for each level for recording all data and observations, including the depths of recovered materials and soil descriptions. Each TU will be backfilled upon completion of the excavation.

• Laboratory Analysis and Special Studies. Upon completion of Phase II fieldwork, Rincon will transport collected cultural materials, if any, to our Ventura office and laboratory for temporary storage and analysis. Collected artifacts will be thoroughly cleaned (when appropriate) and prepared for the cataloguing process. Rincon will use a Microsoft Access database to catalogue the recovered artifacts from each resource. The database will be used to assign each artifact a unique identifier as well as encode information such as artifact type, weight, material type, color, and size measurements.

Based on previous archaeological studies Rincon has conducted, Rincon assumes cultural materials recovered during the Phase II TU excavation will be limited to ground stone artifacts and chipped stone artifacts such as projectile points, bifaces, utilized flakes, and flakes. Lithic analysis will be conducted to determine the stage, or stages, of chipped stone tool manufacture and/or maintenance, if any, that occurred at the resource. Shell artifacts or charcoal may also be recovered during Phase II TU excavation. If an intact deposit with datable materials (e.g., shell or charcoal) is identified during the Phase II TU excavation, a sample will be collected and submitted for radiocarbon dating by the Paleo Research Institute or another accredited organization. The results of the radiocarbon analysis will be used to provide important information regarding chronology and cultural development. Special studies, such as faunal analysis, lithic analysis, archaeobotanical analysis, or similar, may require up to 90 days for completion.

• **Preparation of XPI/Phase II Report.** Upon completion of the XPI and Phase II (if necessary) excavations, laboratory work, and special studies, Rincon will prepare a technical report to document the findings of the XPI/Phase II investigation. The data obtained from testing will be used to characterize the nature and extent of any archaeological materials and evaluate the deposit(s) for significance under CEQA/Section 106. The report will include discussion of the methods and findings of the excavation, a summary of archaeological materials, laboratory analysis, discussion of results, and management recommendations to address potential impacts/effects to CA-LAN-82, CA-LAN-1616H, and CA-LAN-1851. The report will also include appropriate maps, figures, and photographs that support the findings. The report will also include updated DPR 523 series archaeological site record forms for the three resources.

An electronic draft copy of the report will be submitted for review by Hazen/PWD, USBR, and USFS within four weeks of the completion of the fieldwork, laboratory analysis, and special studies. Rincon assumes one round of minor revisions to the report may be necessary following the reviews. Upon



acceptance of the final report, Rincon will provide an electronic copy to the South Central Coastal Information Center. This report will be considered confidential and may not be distributed to the public.

• Client/Agency Coordination. Rincon staff will coordinate with Hazen and PWD regarding schedule, permitting, tasks, and deliverables and attend up to three, one-hour, virtual meetings.

### Deliverables

- XPI/Phase II Archaeological Resources Testing Plan
- XPI/Phase II Report

### Assumptions

- The project is subject to both CEQA and Section 106.
- Palmdale Water District is the CEQA lead agency and USBR is the lead federal agency under Section 106.
- All deliverables will be provided electronically, and no hard copies will be required.
- No more than one round of comments from Hazen/PWD, USBR, and USFS will be addressed on the XPI/Phase II Archaeological Resources Testing Plan.
- The USFS Organic Act permit fee will not exceed \$600.
- The APE in the portions of the project that overlap cultural resources will consist of the existing Ditch alignment and a 50-foot buffer on either side.
- If necessary, Rincon will contact DigAlert within 72 hours of excavations to request utility markings prior to start of work activities.
- The draft XPI/Phase II plan will be provided within three weeks of notice to proceed. Fieldwork will be initiated within two weeks of the approval of the XPI plan and receipt of the Organic Act Permit for Excavations.
- The XPI will require no more than eight, 8-hour days for four archaeologists, inclusive of travel time to and from the site.
- Up to 70 STPs/HAUs, spaced approximately 15 meters apart along the pipeline alignment within the APE where it overlaps with the three resources, will be required during the XPI to determine the presence/absence and vertical/horizontal extent of the portions of four resources within the current project site.
- No archaeological features such as hearths will be identified during Phase II TU excavation. If features are identified, a budget amendment may be required.
- The Phase II excavation will require 12, 8-hour days for four Rincon archaeologists, inclusive of travel time to and from the site.
- PWD will retain a Native American representative from a consulting Tribe to observe the XPI and Phase II fieldwork.
- No human remains or potential human remains will be identified. If human remains are discovered during the XPI or Phase II excavation, California Health and Safety Code Section 7050.5 states no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, testing will cease, and Rincon will contact PWD immediately, and a budget amendment may be required.
- Rincon is not responsible for delays in fieldwork due to weather, site conditions or other conditions out of Rincon's control (e.g., prohibited access, flooding, fire, safety).



- If intact or significant cultural materials are encountered during the XPI/Phase II investigation, a budget amendment may be necessary to address the finds.
- No more than 500 total artifacts will be analyzed, and a sample of non-diagnostic artifacts may be analyzed to supplement the data, as appropriate.
- Up to four flotation samples and up to eight radiocarbon samples total will be collected for analysis.
- Direct expenses for laboratory analysis and curation, which includes radiocarbon dating and lithic analysis, will not exceed a direct cost of \$15,000.
- This task does not include time for notification and/or consultation with SHPO.

# NEW Optional Task 8.2H Heritage Resources XPI/Phase II Testing Report (Total Amount: \$7,257)

### Additional Scope of Work (\$7,257)

If required by USFS, upon completion of the testing program described under Task 8.2G, Rincon can prepare a Heritage Resources XPI/Phase II Testing Report to meet USFS's requirements, including recommendations regarding NRHP eligibility for CA-LAN-1616H and further management, if necessary. Per USFS requirements, the final documentation package would include: two flashdrives with GIS data, photos, Microsoft Word and PDF versions of the final report, and copies of the relevant DPR forms.

### Deliverables

• Heritage Resources XPI/Phase II Testing Report

### Assumptions

- A draft of the heritage resources report, also called a preliminary report, will be delivered to USFS ahead of the final draft of the report.
- Up to two, one-hour, virtual meetings with USFS staff regarding the Heritage Resources Report will be conducted by Rincon's Senior Archaeologist.



DATE:	March 11, 2024
TO:	BOARD OF DIRECTORS
FROM:	Mr. Adam Ly, Assistant General Manager
VIA:	Mr. Dennis D. LaMoreaux, General Manager
RE:	CONSIDERATION AND POSSIBLE ACTION ON AMENDMENT NO. 1 TO AGREEMENT
	WITH WOODARD & CURRAN FOR THE STRATEGIC WATER RESOURCES PLAN
	UPDATE. (\$157,209.00 – NON-BUDGETED – ASSISTANT GENERAL MANAGER LY)

### **Recommendation:**

Staff recommends the Board approve Amendment No. 1 to the Agreement with Woodard & Curran for the Strategic Water Resource Plan Update.

### **Alternative Options:**

The alternative is to not approve the Amendment and leave the contract as-is.

### **Impact of Taking No Action:**

The Palmdale Ditch environmental evaluation will have to be completed as a separate document.

### **Background:**

The Board awarded the Strategic Water Resources Plan Update to Woodard & Curran (WC) on May 23, 2022. WC has updated their progress to the Board on four occasions. In July 2023, the Board received the Draft Strategic Water Resources Plan which allowed WC to start the Programmatic Environmental Impact Report (PEIR). This is scheduled to be completed by August 2024.

On January 31, 2024, staff arranged a call with Woodard & Curran and Hazan & Sawyer to discuss the Palmdale Ditch Enclosure Mitigated Negative Declaration (MDN). Hazan & Sawyer has been researching the Palmdale Ditch's historical significance within the California Office of Historic Preservation and the level of environmental impacts. Hazan & Sawyer believes the District will be asked to perform a full EIR. The Palmdale Ditch Enclosure Project is on a tight 3-year schedule (completion by end of 2025) and staff believes we should roll the Ditch environmental compliance into the current Strategic Water Resources Plan PEIR to satisfy the expected regulatory requirements.

The attached scope of work will need to be added to this Agreement, and the schedule will be revised to December 2024.

### Strategic Plan Initiative/Mission Statement:

This item is covered under all six Strategic Initiatives.

This item directly relates to the District's Mission Statement.

### **Budget:**

An additional \$157,209.00 will be allocated to the Agreement changing Work Order No. 22-400 to the not-to-exceed amount of \$806,968.00.

### **Supporting Documents:**

• Woodard & Curran Scope of Work for Amendment No. 1

515 S. Flower Street | 18<sup>th</sup> Floor Los Angeles, California 90071 www.woodardcurran.com

Via Electronic Mail

2/12/2024

Adam Ly Assistant General Manager Palmdale Water District 2029 East Avenue Q Palmdale, CA 93550

RE: Scope Amendment 1 for Project Specific Analyses of the Palmdale Ditch within the Strategic Water Supply Plan Update Environmental Impact Report Palmdale, California

Dear Mr. Ly,

At the request of Palmdale Water District (PWD), Woodard & Curran is pleased to submit this scope of work as an amendment to our existing contract for 2022 Strategic Water Resources Plan (SWRP) Updates (Work Order 22-400). With this proposal, the Programmatic Environmental Impact Report (EIR) currently under development for the SWRP Update will be modified to incorporate and expand upon the Palmdale Ditch Enclosure Project administrative draft Initial Study and Mitigated Negative Declaration (IS/MND) in the EIR at a project specific level.

### BACKGROUND

Woodard & Curran is currently preparing the PEIR that addresses the potential environmental effects of the PWD SWRP Update. The Woodard & Curran original contract includes Tasks 1 through 8 to prepare the SWRP Update and the PEIR.

Separately, Rincon Consultants, sub-consultant to Hazen and Sawyer, has been retained by PWD to prepare the IS/MND to analyze the potential environmental effects from the Palmdale Ditch Enclosure Project. Recent analysis and communication with the State Historic Preservation Officer (SHPO) regarding the Palmdale Ditch Enclosure Project revealed the potential for extensive analysis and the potential that the analysis could result in significant impacts requiring development of an EIR, rather than an MND.

The Palmdale Ditch Enclosure Project is grant funded and needs environmental documentation completed by the end of 2024 to meet funding and construction deadlines. The Palmdale Ditch Enclosure Project is a component of the SWRP Update; therefore, incorporating the ditch enclosure into the SWRP EIR provides cost efficiencies compared to development of two EIRs and streamlines the total timeline, allowing the PWD to avoid potential delays associated with development of an entirely new CEQA document for the ditch project. Rather than prepare two EIRs, this scope proposes to incorporate project-level CEQA coverage for the Palmdale Ditch Enclosure Project into the PEIR already underway for the SWRP Update.

1





This approach introduces time savings for the ditch project because the Notice of Preparation (NOP) for the SWRP Update PEIR was already released August 14, 2023 and the scoping meeting already held at PWD Headquarters on September 7, 2023. Both of these included the Palmdale Ditch Enclosure Project along with all other components of the SWRP in the project description and associated presentation.

The following sections of this letter include the proposed scope of work to incorporate the Palmdale Ditch Enclosure Project into the current draft of the SWRP EIR.

### **SCOPE OF SERVICES**

This scope of services includes a new Task 9 that would be added to the scope of work in the existing contract.

### Task 9.1 – Draft PEIR

Under the original contract, Woodard & Curran is preparing an administrative Draft PEIR and public ready Draft PEIR that addresses the SWRP Update Project at a programmatic level. Under this amendment, Woodard & Curran will continue to conduct a programmatic analysis of the potential environmental impacts of the SWRP Update and develop programmatic mitigation measures. However, the Palmdale Ditch Enclosure Project will be addressed at a project level. Rincon Consultants is preparing the project-level analysis, which Woodard & Curran will incorporate into each of the EIR sections, including the Executive Summary, Introduction, Project Description, and Environmental Impacts. Incorporation of these sections will require review, formatting, and consistency checks, as well as sufficient information to convert administrative draft IS/MND discussions into EIR level analysis. New analysis would be required for the Biology, Cultural Resources, Tribal Cultural Resources, Alternatives, and Other CEQA Topics sections, sections that are not required in an IS/MND, or sections that Rincon Consultants does not yet have developed. The addition of project specific analysis will also require careful review and formatting of the document and Project Description, including review of citations of case law and CEQA regulations as well as overall document structure. Further, the addition will introduce additional technical parties to coordinate with and disseminate information between. It is expected to introduce one additional round of review with the Palmdale Ditch Encasement Project IS/MND team.

Woodard & Curran will submit an electronic copy (word and pdf) of the administrative Draft PEIR to PWD. Woodard & Curran assumes that additional PWD reviewers would comment within the same document and two rounds of PWD review and comment of the administrative Draft EIR will be sufficient to develop the screencheck draft. Due to the increased complexity of the project analysis, it is assumed one workshop with up to four Woodard & Curran specialists and PWD and the Rincon team would be held to review PWD comments and potential responses. A screencheck draft will then be developed and one round of PWD review of changes is assumed to be needed for a final confirmation before the document is finalized for public review.

2

Task 9.2 – Special Studies
Under the original contract, Woodard & Curran's teaming partner, ESA, is preparing three special studies: Biological Resources Assessment, Cultural Resources Assessment, and Paleontological Resources Technical Memorandum.



#### Task 9.3 – Public Comment Period Additions

Under the original contract, Woodard & Curran will prepare and distribute the required noticing for the public review draft PEIR pursuant to CEQA. This task includes the addition of identifying contacts and properties that may need to be directly notified specifically about the ditch enclosure project, as well as preparation of and distribution of the additional notices.

Under the original contract, Woodard & Curran will prepare for and attend one public hearing/ open house during the Draft PEIR public comment period. This task includes Woodard & Curran and ESA staff time to prepare for and attend a second public hearing/ open house, if needed, that is more focused on the Palmdale Ditch Enclosure Project than a hearing that covers the SWRP Update PEIR generally. This scope assumes the Palmdale Ditch Enclosure Project team -Rincon Consultants and/or Hazen & Sawyer – will attend and present project-level details about the Palmdale Ditch Enclosure Project; however, those costs are covered under their separate contract with PWD, not this amendment.

#### Task 9.4 – Final PEIR

Under the original contract, Woodard & Curran will prepare the Final PEIR, including responses to environmental points raised in the review and consultation process. This task assumes additional effort will be required to respond to comments raised about the Palmdale Ditch Enclosure Project. It is assumed Rincon Consultants will respond to project-specific points raised about the Palmdale Ditch Enclosure Project under its separate contract with PWD and Woodard & Curran will incorporate and format all responses to comments into the Final PEIR

### Task 9.5 – Environmental Team Coordination

Woodard & Curran shall conduct up to twelve (12), 45-minute coordination calls (assumes calls held on a bi-weekly basis during the Draft PEIR and Final PEIR tasks) with Rincon Consultants and/or ESA to coordinate preparation of the environmental analysis, alternatives, responses to comments, preparation for the public hearing/open house, and other topics-as needed.

### Task 9.6 – Management and Meetings

Woodard & Curran shall conduct up to ten (10), 1-hour calls with PWD staff in addition to the meetings in the original contract to discuss key project analyses, decision points, and deliverable comments. The additional four months of progress reports and invoicing are also accounted for within this task.





### SCHEDULE



The Program EIR schedule will be extended up to four months to accommodate the addition of the project-level analysis of the Palmdale Ditch Enclosure Project. The estimated time of Final PEIR certification is September 2024.

### ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

- Scope assumes work product received from Rincon is technically sufficient and does not require substantial rework or revisions to meet EIR standards or wording consistency.
- Assumes Rincon will coordinate with Hazen and Sawyer in a timely and efficient manner.
- Assumes no additional rounds of review with PWD staff.
- Assumes consolidated comments from PWD on Administrative draft and Screencheck draft.
- Assumed PWD will not require consultant support on tribal consultation pursuant to Assembly Bill 52.
- Assumes SHPO consultation and cultural resource studies will be complete in sufficient amount of time to meet schedule and be incorporated into Administrative Draft EIR.

### BUDGET

See Exhibit A

### **TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement (Work Order 22-400) between Woodard & Curran, Inc. and PALMDALE WATER DISTRICT.

### CLOSING

We greatly appreciate this opportunity to offer our environmental services to PWD. If you accept this proposal for scope augmentation and wish to proceed with the Scope of Services, please sign the below Authorization to Proceed and return a copy for our files.

Please feel free to contact Brian Van Lienden at +1 (916) 999-8777 or <u>bvanlienden@woodardcurran.com</u> or Kim Clyma at +1 (925) 626-4144 or <u>kclyma@woodardcurran.com</u> if you have any questions regarding this proposal or require any further information.

Sincerely,



Woodard & Curran, Inc.

Ballahid

Brian Van Lienden Project Manager

And

Kim Clyma

CEQA Lead

Cc: Haley Johnson, Woodard & Curran

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

### **AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

Palmdale Water District

Signature	Date	Signature	Date				
Name (printed)		Name (printed)					
<b>T</b> <sup>1</sup> .1		<b>T</b> : 1					

Title

Title



Palmdale Water District

### 2022 Strategic Water Resources Plan Update PEIR Amendment

Tasks		Labor							Outside Services			ODCs		Total			
	Persephene St. Charles	Brian Van Lienden	Dawn Flores	Kim Clyma	Haley Johnson	Planner/ Engineer	Katie Evans	Graphics	Admin.	Total Hours	Total Labor	ESA	Subtotal	Sub Consultant	ODCs	Total ODCs	Total
	PIC	PM	SWRP Analysis	EIR Lead	EIR	Planning Support	Engagement/ WUE	Graphics and	Support Team		Costs (1)	SUB		Total Cost (2)		(3)	Fee
	\$370	\$355	\$330	\$330	\$295	\$240	\$355	\$140	\$140								
Task 9: Project-level component wihin Program EIR																	
9.1 Draft PEIR Revisions		4	2	40	80	96		8		230	\$63,040		\$0	\$0		\$0	\$63,040
9.2 Special Studies Revisions					18					18	\$5,310	\$9,104	\$9,104	\$10,014		\$0	\$15,324
9.3 Public Comment Period Additions		2		4	12	12	4		16	50	\$12,110		\$0	\$0	\$300	\$330	\$12,440
9.4 Final PEIR Additions		4	2	4	20	34			8	72	\$18,580		\$0	\$0		\$0	\$18,580
9.5 Environmental Team Coordination				10	16	10				36	\$10,420	\$2,676	\$2,676	\$2,944		\$0	\$13,364
9.6 Management and Meetings	4	12		32	32	24	4		4	112	\$33,480	\$892	\$892	\$981		\$0	\$34,461
Subtotal Task 9:	4	22	4	90	178	176	8	8	28	518	\$142,940	\$12,672	\$12,672	\$13,939	\$300	\$330	\$157,209
TOTAL	4	22	4	90	178	176	8	8	28	518	\$142,940	\$12,672	\$12,672	\$13,939	\$300	\$330	\$157,209

1. The individual hourly rates include salary, overhead and profit.

2. Subconsultants will be billed at actual cost plus 10%.

3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.

4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

### Fee Estimate February 12, 2024



DATE: March 11, 2024
TO: BOARD OF DIRECTORS
FROM: Mr. Scott Rogers, Engineering Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO ENTER INTO SEVERAL CONTRACTS FOR AS-NEEDED PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES WITH VARIOUS FIRMS. (\$475,000.00 - BUDGETED -BUDGET ITEM NO. 1-02-5070-007 - CONSULTANTS - ENGINEERING MANAGER ROGERS)

### **Recommendation:**

Staff recommends that the Board authorize staff to enter into contracts with each of the following firms for as-needed professional engineering and technical services with the not-to-exceed amounts identified below:

Firm	Not to Exceed Amount	Service
Kennedy/Jenks Consultants, Inc	\$100,000.00	Full Service
Carollo Engineers, Inc.	\$100,000.00	Full Service
Hazen and Sawyer	\$100,000.00	Full Service
Earth Systems Pacific	\$50,000.00	Geotechnical Service
Bruin Geotechnical Services, Inc.	\$50,000.00	Geotechnical Service
Arrow Engineering Services, Inc.	\$25,000.00	Surveying
KYLE Groundwater, Inc.	\$25,000.00	Hydrogeological
Akel Engineering Group, Inc.	\$25,000.00	Hydraulic Modeling and
		Planning
Total	\$475,000	

### **Alternative Options:**

The alternative is to not award as-needed professional services for the District's projects.

### Impact of Taking No Action:

The potential impact from taking no action would result in delays with requesting qualifications and proposals for each project individually.

### **Background:**

Staff advertised the Request for Qualifications (RFQ) on December 14, 2023 for as-needed professional engineering services and the District received seventeen statements of qualifications. The District Selection Committee evaluated the proposals. The firms listed below were ranked highest within their respective discipline and selected based on, Letter of Introduction, Profile of Firm, Qualifications of the Firm, Proposed Personnel Experience, Responsiveness and Ability to Meet Contract Needs, Unique Qualities, References, Accepts Professional Services Agreement without Changes, and Raw Rate Schedule and Firm Multiplier.

### Full-Service Engineering Design Firms

- 1. Kennedy/Jenks Consultants, Inc.
- 2. Carollo Engineers, Inc.
- 3. Hazen and Sawyer

### **Geotechnical Firms**

- 1. Earth Systems Pacific
- 2. Bruin Geotechnical Services, Inc.

### Surveying Firms

1. Arrow Engineering Services, Inc.

### Hydrogeological Firms

1. KYLE Groundwater, Inc.

### **Hydraulic Modeling**

1. Akel Engineering Group, Inc.

Staff will request task orders from either one or all selected consulting firms based on cost of performing the task and availability of consultants to meet the District's schedule. The services will include preparation of initial studies, reports, plans, environmental compliance documents, technical specifications, engineering cost estimates, bid assistance, construction management and inspection. It is expected the consultants will provide services for some of the District's projects including preparing initial studies, new wells, wells rehabilitations, new reservoirs, new booster stations, treatment plant rehabilitation, turnout structure and sluice gate rehabilitation, and sediment removal.

### Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability, and No. 3 – Systems Efficiency.

This item directly relates to the District's Mission Statement.

### Budget:

This item is budgeted will be covered as part of Budget Item No. 1-02-5070-007 - Consultants.

### Supporting Documents:

- Scoring Summary
- Kennedy Jenks Statement of Qualifications
- Carollo Engineers Statement of Qualifications
- Hazen and Sawyer Statement of Qualifications
- Earth Systems Pacific Statement of Qualifications
- Bruin Geotechnical Statement of Qualifications
- Arrow Engineering Statement of Qualifications
- KYLE Groundwater Statement of Qualifications
- Akel Engineering Statement of Qualifications

### As Needed Professional Engineering Services Statement of Qualifications Scoring Summary

Vendor	Rater 1	Rater 2	Rater 3	Rater 4	Total
					Score
KYLE Groundwater, Inc.	86.6	89.6	70.8	90.6	84.4
Kennedy/Jenks Consultants, Inc.	89	78.1	70.2	94	82.8
Carollo Engineers, Inc.	87.6	73.2	72.6	97	82.6
Akel Engineering Group, Inc.	88.6	76.6	61.2	98	81.1
Hazen and Sawyer	82	78.6	81.6	76.8	79.8
Arrow Engineering Services, Inc.	75.6	85	65.2	92.8	79.7
Earth Systems Pacific	74.6	72.4	70.2	98.5	78.9
Bruin Geotechnical Services, Inc.	59.4	87.4	75.2	84.4	76.6
Rincon Consultants, Inc.	93.8	77	53.8	80.8	76.4
Woodard & Curran, Inc.	78.2	79.1	62.8	83	75.8
Civiltec Engineering, Inc.	84.6	73.8	55.4	85.8	74.9
GEOSCIENCE Support Services,	81.8	71	56.8	75.1	71.2
Inc					
RMA Group	70.6	68.2	54.2	68.6	65.4
AESCO, Inc.	61.2	66.4	54.2	71.7	63.4
The Converse Professional Group	52.8	63.8	30.2	68.6	53.9
Integrated Sustainability	65.2	62	16.4	63.9	51.9







### Palmdale Water District

Statement of Qualifications to Provide

# As-Needed Professional Engineering & Technical Services

Original | January 23, 2024



### **Profile of Firm**

Experience and capabilities to develop plans that meet regulatory guidelines and form the basis for supply and demand projects for use by the District, land use agencies, and the public.

KJ is a full-service, multi-discipline engineering and environmental sciences consulting firm with a reputation for excellence and innovation in planning, design, and construction management/inspection for environmentally related projects over its more than 100-year history. As an employee-owned firm, our primary focus is achieving client success and developing long-term relationships through delivery excellence and earned trust.

Our firm's qualifications are demonstrated through managing multiple, complex planning, design, and integrated projects involving many disciplines through previous as-needed contracts. KJ's experience on these contracts has allowed us to work side-by-side with our clients, completing projects ranging from planning and programming through design and start-up services on a wide-range of projects.

### **KJ's Professional Organization Involvement**

Members of our firm are active in numerous local, regional, national, and international professional organizations as members, as well as serving as trustees, research advisory panel, and on committees in leadership roles. A brief list includes: AWWA, WEF, AMWA, NACWA, ACWA, CASA, WRF, SWAN, DBIA, WateReuse, ASCE, APWA, NWRI, and many others. We regard this commitment as both a contribution to the advancement of our profession, as well as opportunities to share – and learn – from our clients and colleagues. No. of Employees in Local Offices 91 Local KJ staff Years of Experience 105 Years Overhead Multiplier 3.2

### KJ History

KJ understands the nature of as-needed contracts. Our project experience has been shaped by delivering as-needed contracts of all sizes – whether it is a \$100K On-Call Contract for Santa Clarita Valley Water Agency or a \$4M five-year As-Needed Contract for the City of Los Angeles Sanitation & Environment (LASAN). We understand that you will have a wide range of needs and we are fully prepared and experienced in delivering quality, timely, and cost-effective work products no matter the size of the project.



### **Qualifications of the Firm**

Proven Delivery of As-Needed Contracts - KJ's Range of Expertise Has You Covered

The KJ team is ready to perform a variety of tasks for the District, including planning, condition assessments, alternative analyses, environmental compliance, design, cost estimating, construction management, and inspection services. The strength of KJ's team to self-perform all required services derives from our in-house Southern California staff's extensive experience working with similar agencies on as-needed contracts to successfully address challenges similar to those of the District.

### **Demonstrated Timeliness**

The Contract Manager will develop a detailed schedule with milestones. incorporated into the Project Management Plan, for each task order. The KJ team will update team members on status and priorities. For larger task orders, we recommend developing a critical path schedule, using MS Project or Primavera. For simpler task orders, a GANTT chart with milestones typically provides enough detail. Project Managers will review the project status, comparing it to the Project Management Plan, and take appropriate steps, such as deploying additional resources or executing parallel activities, to get back on track if slippage occurs.

An example of KJ's commitment to timelineness is KJ's design of PFAS treatment and chemical feed systems

### Partnering with SoCal Clients to Expedite As-Needed Engineering Services



### As-Needed Client References

#### Metropolitan Water District of Southern California

Sandip Budhia, PE | Engineer Program Management Unit sbudhia@mwdh2o.com (213) 217-6547135

### Santa Clarita Valley Water Agency

Keith Abercrombie | Chief Operating Officer kabercrombie@scvwa.org (661) 297-1600

### Eastern Municipal Water District

Shaun Stone | Director of Engineering stones@emwd.org (951) 928-3777 x4471

#### Pasadena Water & Power

Gary Takara | Engineering Manager gtakara@cityofpasadena.net (626) 744-3729

### Inland Empire Utilities Agency

Jerry Burke | Manager of Engineering & CM jburke@ieua.org (909) 993-1548

### Calleguas Municipal Water District

Tony Goff | General Manager tgoff@calleguas.com (805) 579-7138

### Ventura County Public Works Agency

Scott Meckstroth | Deputy Director Water and Sanitation scott.meckstroth@ventura.org; (805) 378-3015 KJ understands what is most important to the District, we commit to continuous service.

for Santa Clarita Valley Water Agency's (SCVWA's) N Wells. This project was expedited to meet increased water supply demands, including pre-purchasing of long-lead items. An evaluation of over 30 SCVWA wells impacted with PFAS and perchlorate, including treatment methods, schedule, and costs, as well as the predesign and final design of N Wells treatment and other well treatment systems, were completed in 2019; project bidding was conducted in January 2020; and the N Wells came on-line in 2021, with KJ providing engineering services during an eight-month construction period.

### **Current and Past Litigation**

KJ is not involved in any current litigation. Throughout our over 100-year operating history, KJ has been a defendant in claims and lawsuits along with other parties. Our policy is to maintain insurance to protect our clients and practice and to pursue early resolution of claims through negotiation, mediation, and other alternate dispute resolution methods. We have been very successful in our claims resolution activities, with very few claims resolved by court judgments.

### Errors & Omissions; Percent of Change Order Values to Project Bid Costs

As a running average, our percent change order history stands at about 2%, which is considerably less than the industry standard of 5%. This is attributed to the high quality of our design engineering, which is reflected in our plans and specifications. Because of the nature of asneeded assignments toward smaller projects, the change order rate trends higher as an industry norm due to the increased potential for unforeseen conditions. In the event of a claim, KJ secures professional liability insurance each year as part of our risk management approach.

### Demonstrated Knowledge of Local Conditions

KJ's understanding of local geology, hydrogeology, environmental conditions, design considerations, regulatory agencies, local and regional water suppliers and purveyors, wastewater managers, and a multitude of other stakeholders is demonstrated by our history and experience with projects successfully conducted in the Antelope Valley. The following are just a few examples of our local experience:

CLIENT   PROJECT	KNOWLEDGE OF LOCAL CONDITIONS
AVEK   Westside & Eastside Water Banks	SWP, DDW, local hydrogeology, SCE, environmental conditions, design, construction, Antelope Valley Watermaster (AVWM)
AVEK   High Desert Water Bank	SWP, DWR, local hydrogeology, SCE, environmental conditions
Antelope Valley State Water Contractors Assn (AVSWCA)   Big Rock Creek Groundwater Recharge Project	AVEK, District, LCID, SWP, DWR, local hydrology, environmental conditions
Antelope Valley Integrated Regional Water Management Plan (and 2019 Update)	DWR, SWRCB, local water supply wholesalers and purveyors, additional stakeholders
District   Urban Water Management Plan (UWMP)	DWR
District   Palmdale Regional Groundwater Recharge & Recovery Project (PRGRRP)	Lahontan RWQCB, DDW, DWR, LACSD
Western Development and Storage, Inc.   Antelope Valley Water Bank Feasibility Study	DWR, local hydrogeology
Antelope Valley Water Group   Antelope Valley Water Resources Study	USGS, AVSWCA, AVWG Technical Advisory Committee
Rosamond Community Services District   WWTP Expansion	Lahontan RWQCB, local hydrogeology, design, CM and inspection, AVWM application approval
Littlerock Creek Irrigation District (LCID)   Recharge Basin Rehab	AVWM application approval
LCID   Urban & Multi-Benefit Drought Relief Grant Program Administration	DWR, SWP, AVWM

### **Proposed Personnel Experience**

To meet your delivery needs, KJ starts with a well-organized team of expert engineers knowledgeable of local conditions.

### **Organization Chart**

The organization chart identifies the employees proposed to be assigned to task orders which would be authorized by the District. These individuals have worked together before and are experienced with previous as-needed professional engineering services assignments. Brief summaries of qualification for the KJ Team Leadership, as well as our subconsultants, are provided in this section. Detailed resumes are provided in the Appendix.



**Condition Assessment** Brandon Hale, PE\*

Don Barraza, PE

#### **DESIGN & CONSTRUCTION SUPPORT**

**Civil/Pipelines** Jose Cuevas, PE Ray Lyons, PE

Mechanical Jeff Foray, PE Structural Polihronis (PJ) Bourdaniotis, PE, SE, DBIA

**Electrical & Lighting Systems** Jeff Mohr, PE, CEM Zach Devlin, PE

I&C Paul Post, PE

Architectural Mark Preston, RA

**Construction Services** Jon Westervelt, PE, CCM

LEED AP\*

**Construction Management** Ron Esmilla, PE

**Construction Inspector** Todd Tappan

**Cost Estimating** Janet Hoffman, PE, CEP

#### **SUB-CONSULTANTS**

**Environmental Compliance** Helix Environmental Planning

Soil Compaction & **Materials Testing** Arrow Engineering Servies, Inc. (AESI)

Hydraulic Structures: Desilting Northwest Hydraulic Consultants (NHC)

Surge Scott Foster Engineering, Inc. Hydrogeology: Siting/Drilling Richard C. Slade & Associates (RCS)

Geotechnical BSK Associates Survey Vertex Survey, Inc.

LEGEND | \* Project Managers

Our Project Team is comprised of professionals at the top of their respective fields and disciplines.

### **Project Team**

KJ has assembled a highly skilled team to successfully execute the District's projects under this contract.

### KJ Team Leadership



### Harold Glaser, PE | Principal-in-Charge

- 46 years of engineering experience: PIC for the PRGRRP; manager of many as-needed contracts, including for MWD and LADWP
- Provides management support and guidance in concert with the Contract Manager



### Mike Wykosky, PE, LEED AP | Contract Manager

- 21 years of water infrastructure engineering and construction support experience, including managing over 30 projects in the SoCal area
- Allocates resources and maximizes services to the District for timely, budget-conscious progress



### David Ferguson, PhD, PE, BCEE | QA/QC Manager

- 44 years of engineering experience: responsible for the evaluation/design of over 30 reservoirs, 40 WTPs, 20 pump stations, 25 wells, and many miles of pipeline, including District projects
- QA/QC of treatment, reservoir, wells, and booster station projects under your Contract



### Joe Wojslaw, PE | QA/QC Manager

- KJ's Chief Engineer and company-wide quality officer: refined KJ's Quality Management Process leading to hundreds of successful, long-lasting, and fully functional projects
- Tailors KJ's Quality Management Process to meet the District's needs

### **Sub-Consultants**



- Over 50 Years of Geotechnical Investigation Services
- Over 24 Years Teaming with KJ



- 46 Years of Soil Engineering & Materials Testing
- Over 8 Years Teaming with KJ



- Over 50 Years of Groundwater Geology Consulting
- Over 5 Years Teaming with KJ



- **33 Years** of Environmental Consulting & Natural Resource Sustainability Services
- Over 23 Years Teaming with KJ



- **50 Years** of Hydraulic Consulting
- Over 25 Years Teaming with KJ



- Over 20 Years of Surveying Services
- 10 Years Teaming with KJ

### SCOTT FOSTER ENGINEERING, INC.

- Over 35 Years of Surge Analysis Services
- Over 15 Years Teaming with KJ

### Proven Delivery of On-Call Contracts Using Cost-Efficient Solutions to Meet Your Project Goals

The KJ team provides unmatched expertise, local knowledge, and leadership to the District. Our in-house team's superior experience, complemented by our trusted sub-consultants, brings a specialized set of skills that will ensure seamless project delivery and completion.

### Demonstrated Ability with Cost Saving/Cost Effective Solutions

KJ staff intensely recognize the significance of costs in every phase of project planning, design, construction, operations, and maintenance. This attention to cost savings and cost-effective solutions applies equally to our own work, as well as the finished project itself. This attitude of constantly searching for opportunities to save clients' money is pervasive in our approach and practice, as demonstrated by just a few examples below.

<b>Approach/Practice</b>	Demonstrated Ability
Thorough Evaluation of Alternatives by Brainstorming With Experts	Efficiency is gained by convening virtual, online meetings with experienced engineers who can offer alternatives previously not considered by the project team. Our routine quality management approach includes a C&CR (concept and criteria review) and project scoping soon after notice to proceed, with a focus on cost effective solutions.
Evaluating Life- Cycle Costs	We conduct business case evaluations on a routine basis for comparison of alternatives to weigh O&M costs against capital investments.
Value Engineering (VE)	AVEK's High Desert Water Bank: KJ facilitated the VE study, which 1) adjusted the facility plan to exchange the recharge and CEQA areas, eliminating the need for pumping and allowing recharge to flow by gravity feed, and 2) used same transmission pipelines for recharge and recovery.
Project Cost Management	KJ's standard for tracking engineering budget performance applies the earned value method of measuring physical percent complete as a rigorous test of actual work progress.
<b>Practical Application</b>	SCVWA Groundwater Treatment for PFAS: selection of ion exchange process over
of Innovative	conventional carbon adsorption reduced piping and the number of pressure vessels
Technology	from 24 to 6.
Design To Project Budget	KJ Project Managers focus on meeting engineering cost, as well as the overall project budgets.
Grant Funding, Low Interest Loans	KJ staff monitor grant and low interest loan programs monthly to support clients in securing project financing with a high success rate. Our success with grant funding, compared to the cost of the application process and grand administration, is well over 10:1 in California.
Schedule Performance	Time is money, so meeting project deadlines including intermediate milestones is an active method for meeting project budgets, which saves costs.

### **Responsiveness and Ability to Meet Contract Needs**

Our resources are local, available, and committed to meeting all project needs. This provides faster responsiveness and proactive communication, facilitating efficient collaboration.

KJ has provided design services under the service areas and tasks/disciplines listed in the RFQ and has proven our ability to provide responsive as-needed services and to consistently meet budget and schedule goals on multiple project tasks with high-quality deliverables including emergency engineering support requests.



One of the advantages the KJ team offers is the **ability to deliver projects with inhouse resources** from our five offices in

the Southern California region, three of which are in the Los Angeles County area.

The highlighted projects in the References Section provides evidence of KJ's ability to meet and exceed contract requirements and client needs.

Our ability to meet contract needs is met by the following:

- A team of managers and experts who can meet the types of services and projects anticipated to be conducted for the duration of this contract
- Support of a deep bench of staff who can offer the resources and time commitments for each potential task order
- An over-arching, tried and true project management approach which incorporates scope, schedule, and budget monitoring and controls; quality assurance and quality control; and risk management
- An organizational structure designed around the nature of as-needed work, with experienced project leadership fully capable of handling the technical and non-technical (business) aspects
- Comprehensive knowledge of local conditions and established working relationships with key regulators (e.g., DDW, Lahontan RWQCB, Antelope Valley Watermaster), outside agencies

## (e.g., DWR on SWP), and other stakeholders (e.g., LACWWD40 and LAWA).

Our **responsiveness** is built around an experienced Contract Manager, Mike Wykosky, to lead negotiations and administration of Task Orders in collaboration with Task Order Project Managers. This approach is then supported by a project management system with the policies (e.g., formalized QA/QC), tools (e.g., tailored dashboards for project controls), and resources to provide surety of quality, on-time, and onbudget delivery.

Our project team management approach will provide direct and immediate access to the combined resources of KJ and our sub-consultants through an easy-to-use and understandable team organization. During the work, each Task Order Project Manager will rely on the Contract Manager, Principal-in-Charge, and other Technical Leads to help select the best resources shown on the Organization Chart for a given Task Order and ensure their commitment over the project schedule.

In addition, the Contract Manager and Principal-in-Charge will monitor the effectiveness of the QA/QC function and effect changes at key review milestones. Each Task Order Project Manager will be responsible for performing the Task Order in conformance with the budget, schedule, and deliverables; obtaining quality control and assurance reviews of the work products; providing monthly progress reports to the District's Project Manager; and management of subcontractor work. As the Prime Consultant, KJ will take full responsibility for all aspects of the project team's performance, including sub-contractors, creating oversight and accountability for all task orders to be completed under the highest quality standards, ontime, and within budget. Figure 2 summarizes our task order process. The key ingredient to properly complete any task order is having regular District staff involvement and feedback. KJ understands that our work products, schedules, and budgets will need District staff's insights, observations, technical expertise, and historical understanding of its projects and facilities to make them successful. As a result of this understanding, we have integrated contact with the District team throughout our Project Management Plan, Quality Management Process, and other project management methodologies that we will follow throughout the life of the contract. KJ is currently implementing this successful approach on other asneeded contracts.



**Figure 2**. Our team will utilize proven steps to define and execute task orders efficiently and cost-effectively. This systematic approach allows for clear communication, as well as adherence to project budget and schedules.

### **Unique Qualities (Intangibles)**

A robust group of individuals who understand client values and strive for project excellence

KJ's core values are Trust, Service, Integrity, and Diversity & Inclusion: these are deep-rooted principles that guide us in uniting behind the vision of our clients and have developed our unique qualities:

- We strive for life-long relationships with our clients, staff, and sub-consultants by delivering valueadded, innovative engineering and scientific services. As an employee-owned and independently operated firm, KJ fosters a work culture where individuals of diverse backgrounds, knowledge, and skills feel free to contribute and thrive, thus attracting top talent to achieve clients' needs and goals. Over 90% of our business is repeat work, a testament to our long-standing relationships with clients and committed staff.
- Our dedication to innovation is evidenced by our Applied Research Group, comprised of engineers and scientists participating in major research initiatives within the water, wastewater, and recycled water fields. These professionals provide access to in-house expertise, universities, and other institutions conducting research in the advanced treatment of water sources impaired by emerging contaminants, resource recovery during wastewater treatment, and other technologies and treatment processes used to optimize existing systems and minimize the expenditure of energy, materials, and labor.
- We have established technical Communities of Practice, under the leadership of recognized experts, to promote internal and external sharing of information and best practices. This highly successful model delivers the best possible approaches and solutions to our clients, benefiting from the knowledge of many, and not just a single Project Manager or project team.

# As Needed Professional Engineering and Technical Services

QUALIFICATIONS / January 2024







707 Wilshire Boulevard, Suite 3920 Los Angeles, California 90017 213-489-1587 carollo.com

January 23, 2024

Mr. Kevin Yao, Senior Engineer Palmdale Water District 2029 E Avenue Q Palmdale, CA 93550

Subject: Statement of Qualifications - As Needed Professional Engineering and Technical Services

Dear Mr. Yao:

Carollo Engineers appreciates the opportunity to submit our Statement of Qualifications (SOQ) to provide as needed services to assist Palmdale Water District (District) in support of your capital improvement projects. The selection of Carollo provides the District with the following benefits:

- We know how to deliver as-needed services. Carollo provides as-needed services to more than 60 clients in California. We will focus on responsiveness, high-value service, cost-effective solutions, and flexibility to provide the right expertise to efficiently complete any assignment.
- A team that has successfully worked together. The assembled team is currently working closely together on many projects similar in nature to the projects likely to be assigned under this as-needed services contract.
- Proven project and quality management methods and lines of communication that will focus on being responsive to the District's needs and meeting all deadlines. Susan Fox, our contract/project manager, will serve as the primary point of contact and coordinator as she works closely with our project team to meet and exceed the District's needs and expectations on each project.
- A team of dedicated experts. Our organizational chart reflects Carollo's top talent, and as you review our key team member roles, you will see that we have assembled a team with the expertise to support and make the District successful in your commitment to your customers.

Our team of experts has the ability and availability to complete any needed assignment—large or small. We are submitting for all the disciplines listed in the Request for Qualifications (RFQ): electrical, civil, environmental, instrumentation and control, mechanical, and structural; geotechnical; environmental; hydrogeological; and survey. Carollo has no exceptions to the District's Standard Agreement. We acknowledge receipt of Addendum Numbers 1 and 2.

If you have any questions regarding this SOQ or need any additional information, please contact Susan Fox at 209-740-2374 or sfox@carollo.com.

Sincerely,

CAROLLO ENGINEERS, INC.

Susan Fox, PE

Contract/Project Manager

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Gil Crozes, PhD Principal-in-Charge

# Firm Qualifications

**Clean, safe water is all we do.** This sole focus gives us a unique perspective, creating solutions born of passion and dedication—and one of the most respected workplaces in the water industry.

### **Firm Profile**

Founded in 1933, Carollo specializes in planning, designing, and constructing water, wastewater, and recycled water facilities. Unlike our competition, we are 100 percent water-focused resulting in a level of understanding of key issues that few can match. Our singular focus on water provides us with the specialized experience that matters most—the delivery of excellent designs through managed project implementation.

During our 91-year history, Carollo has successfully completed more than 25,000 projects for public sector clients. Carollo has built a strong reputation in the water industry for creative thinking, innovative designs, and excellent client service.

We have included the following specialty subconsultants on our team: GSI Water Solutions, Inc.; ESA; ProjectLine Technical Services, Inc.; Converse Consultants; and Calvada Surveying, Inc. They are described at the end of this section.

### **Requested Information**

- No. of Staff in Local Office: Los Angeles: 28
- Years in Business: 91
- Overhead Multiplier: 3.45
- Percent of Change Order Values: 2% to 4%

### Unique Qualities, Responsiveness, and Ability to Meet Contract Needs

Carollo currently provides as-needed services to agencies throughout California under a similar "on-call" approach. On these contracts, we have established a reputation of responsive, high value service. We have also demonstrated our flexibility in providing the right expertise to efficiently resolve the project issues. The scope of these assignments have varied from engineering evaluations of a single discipline problem, like structural assessment of a steel water storage tank, to assignments that quickly

**150** Water pump stations in CA in the last 30 years capacity up to 650 mgd

**250** WTPs in the last 10 years ranging in size from 1 mgd to 600 mgd 666

### 3,000

Miles of water pipelines ranging in size from 6 inches to 144 inches

**150** Woter st

Water storage tanks and reservoirs in the western U.S. in the past 20 years move from a group of related small needs into larger capital investments.

As your as-needed consultant, we will serve as an extension of your staff and provide the highest quality of specialized technical support from project conception to final commissioning. We will make sure that our team is responsive and that we have the resources needed to meet the project schedules. Our overall approach is to provide you with the right team members to perform the requested services in an efficient and timely manner.

### Knowledge of Local Conditions, the State Water Project, the Department of Water Resources, and the Department of Drinking Water

Carollo has had a presence in Southern California for more than 50 years. Over the last 10 years, Carollo has completed more than 700 projects for municipal water clients throughout the Los Angeles region, providing us with an in-depth understanding of local conditions.

Carollo works with all regulatory agencies in California, including the Department of Water Resources (DWR) and the Division of Drinking Water (DDW), preparing clients for upcoming regulations, restrictions on use, changing water qualities, and new technologies.

We are very familiar with the full range of relevant regulatory issues for water and recycled water (nonpotable and potable) services.

We have also been involved with more than 50 master planning and modeling projects in Southern California, most of which involved supply portfolios that included State Water Project (SWP) water. As part of the planning process for these projects,

Carollo provides as-

*more than 60 clients* in

needed services to

California.



### CAROLLO'S AS-NEEDED CLIENTS IN CALIFORNIA

Carollo provides more planning, design, and construction services exclusively to water and wastewater agencies than any other firm in California. This includes a long history of as-needed services.

### **Carollo Provides the Full Suite of Engineering Services You Nee**d

- Master planning, design, and construction support.
- Water treatment, evaluation, and design.
- Pump station evaluations and design.
- Hydraulic modeling.
- Pipeline evaluations and design.
- Water reuse.
- Discipline engineering design.

- Sustainable design services.
- Geographic information systems.
- Condition assessment/asset management.
- Permitting assistance.
- Financial and construction cost estimating.
- Funding source assessment and support.
- Peer review and value engineering assessments.

we have evaluated the existing and future availability of SWP water under varying hydrologic conditions, water quality characteristics, and infrastructure to convey SWP water.

### **Involvement in Professional Organizations**

Carollo and its employees are actively involved in national professional organizations, including regional/local chapters. Carollo staff members hold officer positions with state and national organizations, some of which are the American Water Works Association, Water Environment Federation, WateReuse Foundation, California Water Environment Association, and American Membrane Technology Association. We conduct more funded research in water than any other U.S. engineering firm.

### Litigation, Errors and Omissions

Carollo does not have any current and/or past litigation, or errors and emissions that have impeded on our ability to deliver projects to clients.

### **Project Approach**

This section provides an overview of Carollo's technical and management approach to our design efforts and how our team will incorporate procedures to accommodate the requirements of this contract. Whether it is an urgent short-term repair or long-term facility investment, our approach in working with you to successfully deliver this contract is centered upon providing excellence in our responsiveness to your individual project requests, by providing strong project management to meet your schedule deadlines, and by adhering to the project budget while providing quality engineering services.

### **Responsiveness to Client Needs**

Carollo has rigorous procedures for project management. These have been developed and refined over our nine-decade history and contribute to our responsiveness to our clients' needs. Key elements of our management approach include:

- Emphasis on communication with the client and within the project team.
- Identification of the appropriate staff to perform the work, including key senior staff involvement.
- Frequent comparison of planned-versus-actual budget and schedule.

These approaches are detailed in the following sections.

### - Our Task Order Response Plan

Upon contact by the District, Project Manager Susan Fox will:

Step

Communicate with you to gain an understanding of the assignment scope, schedule, budget, and unique or particular project requirements. After review, she will clarify the assignment as necessary with your staff through phone conversations and/or site tours and meetings as-needed.



Identify the technical experts, discipline team members, and task order lead needed for the work.

3

Submit a proposal that includes proposed team members, including any subconsultant firms and technical experts for each project along with a statement of project understanding, and scope of work outline, including a list of deliverables and work activities, the estimated schedule, and an order of magnitude level of effort.



Meet the District's team to discuss options to the proposed scope and/or modifications to the schedule and cost.

Once a Notice to Proceed has been issued for the task order, Susan and the task order lead will assume the responsibility to direct the team and deliver the work products to the District.

### Communication

All communication on the project will go through Carollo's project manager, Susan Fox, in order to establish a single point of contact for the District. Susan will convey information to the design team and keep the District appraised of project progress, along with working with the District to establish project meetings and their frequency.

Our project manager will prepare meeting agendas and typically forward them one week in advance of each meeting, so that staff is made aware of the issues to be discussed and the people required to make the necessary decisions can be in attendance. Meeting notes will be prepared for each meeting to document record of discussion, project status, decisions made, action items, and outstanding issues. Meeting notes will be distributed within three business days.

### **Project Staffing Plan**

Staffing is key to successful project management and an integral part of our quality management program. Our fundamental approach is to assemble the best qualified team to match the project requirements. We then review the scope of the project and review staffing levels and budgets from similar projects to estimate labor requirements to complete a project.

### **Establishing and Maintaining Schedules**

Schedules are established by identifying project milestones and determining when each task must be complete to meet the milestone dates. The schedule is reviewed to determine staff requirements to complete the project on schedule. If a project is needed on a fast-track, more staff are assigned than for a project with a longer schedule. On a monthly basis, our project manager will assess the percent complete for the project. The percent complete is estimated on a per task basis, in a defined manner, and is done independently of budget review. The estimated percent complete is compared to the planned percent complete to determine if the project is on schedule. If the project is not on schedule, staffing adjustments or other corrective measures are implemented.

### **Monitoring Budgets**

Schedule and labor-hour budgets are established to provide sufficient resources to complete each aspect of a project. This is monitored monthly in relation to the progress of the project to allow early detection of potential budget or schedule problems.

### **Quality Assurance and Quality Control**

Carollo's quality process begins at the project award and continues through successful completion. Following a project award, Carollo drafts a project specific Quality Assurance/Quality Control (QA/ QC) Plan and makes sure all project staff fully understand it and are "on board" with implementing it. The plan is administered by the QA/QC Manager for the project.

While our primary goal is to "do it right the first time," our quality plan helps make sure that any non-conformances and deficiencies are identified, documented, corrected, and do no reoccur. Our designated senior reviewer will be in charge of QA/QC reviews and will verify that the project team's approach is being conducted according to the requirements set forth in the contract and that they meet the District's guidelines and project work plan.

oir/Tanks

Stations

### **Carollo's Relevant Experience**

The table below presents a select listing of our recent, relevant projects. The first five highlighted projects are described on the

our recent, relevant projects. The first five highlighted projects are described on the following pages. <b>Client and Project</b>		Planning/Modeling	Groundwater	Pipelines	Wells	Pump/Booster Station	Water Reservoir/Tank	Engineering Services During Construction
Long Beach Utilities Department, CA / LADWP Haynes				~				
Western Municipal Water District, CA / Cannon Pump Station Project			✓	<b>v</b>		*		
City of Fresno, CA / Southeast Surface Water Treatment Facility Design	~		~			~	~	
City of Turlock, CA / Surface Water Distribution System Improvement		~		~		~	~	~
City of South Pasadena, CA / One Water 2050 Plan		~						
East Bay Municipal Utility District, CA / Walnut Creek WTP Improvements	~	~	~	~	~	*		
City of El Paso de Robles, CA / Recycled Water Distribution System Inland Empire Utilities Agency, CA / Baseline Recycled	~	~		•		~	~	
Water Pipeline				~				~
City of Lemoore, CA / Owner's Representative Groundwater Treatment	~	~	~	~	~	~	~	
City of Los Angeles Department of Water and Power, CA / Unit 8 Second Gap Connection Pipeline				~				*
Metropolitan Water District of Southern California / On-Call Consultant Services Contract	~	*		*				*
Metropolitan Water District of Southern California, CA / Westside Drought Pump Stations Study		~		*		~		
City of Modesto, CA / Industrial Tank 13 and Booster Pump Station Improvements						~	~	
City of Oceanside, CA / 2013 Integrated Master Plan		~	~	~	~	~	~	
City of Oceanside, CA / Weese Major Filtration Plant Improvements	~	~		~		~		
City of Modesto, CA / Del Rio Well No. 68 GAC Design City of Pasadena Water Division, CA / Sunset Reservoir Replacement Preliminary Design	<ul> <li>✓</li> <li>✓</li> </ul>	•	•	•	•	~	✓ ✓	~
San Gabriel Valley Water Company, CA / Fontana Water Division Company System Master Plan Update	~	*	*	*	*	*	<b>~</b>	
San Diego County Water Authority, CA / As-Needed Water and Wastewater Engineering	~			~		~	~	
City of Solvang, CA / HCA South Well Project	×	~	<	<b>V</b>	<b>~</b>	~		







### Statement of Qualifications for

# As-Needed Professional Engineering Services

January 23, 2024



January 23, 2024

Palmdale Water District Attn: Scott Rogers Engineering/Grants Manager 2029 East Ave Q Palmdale, CA 93550

### Re: Statement of Qualifications for As Needed Professional Engineering Services

Dear Mr. Rogers,

Since our founding in 1951, Hazen and Sawyer (Hazen) has been combining industry-leading technical resources with a culture of top-quality service to deliver value to our clients, including Palmdale Water District (PWD). We have enjoyed supporting you with as needed services since 2021 and are pleased to be considered for the opportunity to continue that support with the submission of this proposal.

Hazen understands that the services required for these contracts differ from those with a defined scope of work. Our responsiveness, proactive communication, and excellence in a broad suite of practice areas will allow us to execute any project that PWD needs while fitting within your budget and schedule. Additionally, our understanding of your system and preferences from previous work will produce better results.

A distinguishing characteristic of our engineering practice is the emphasis on engaging with our client's operation and maintenance (O&M) staff. We have certified water treatment plant operators on staff to work in support of our client's O&M staff to commission, troubleshoot, and optimize treatment plants and other water system infrastructure. We have enjoyed collaborating with your O&M staff in the past and look forward to incorporating their input on future projects to make them more reliable, operable, and effective at achieving PWD's objectives.

Fred Gerringer, Contract Manager, and Marc Solomon, Principal-in-Charge, will work with project managers and engineering staff to ensure that you receive responsive service and engineering excellence. Please contact us if you have any questions about our proposal.

Sincerely,

Friendi

Fred Gerringer, PE Senior Associate | Contract Manager

Marc 55d

Marc Solomon, PE, BCEE, D.WRE Vice President | Principal-in-Charge

### **Profile of Firm**

Hazen is deeply rooted in water engineering with a singular focus on "All Things Water<sup>®</sup>". By providing excellent engineering to our clients, Hazen has grown to over 1,700 professionals in 73 offices. Engineering News Record listed Hazen as one of the top firms in the nation, focused entirely on the domestic/potable water, wastewater, and recycled water market. As a "water-only" firm we bring unique expertise and specialists to each project. One client even suggested that we "do all things water except make it rain!"

Our breadth of capabilities enables communities of all types and sizes to trust us with projects that encompass services related to drinking and recycled water infrastructure. We are also deeply involved in professional organizations that support the water community, like the Los Angeles Chapter of the WateReuse Association, where our Fred Gerringer has been on the Board for seven years, and the American Water Works Association California-Nevada Section, where Nathan Boyle serves as a Board Trustee. Our team also volunteers at other prominent professional organizations such as Water Environment Federation, California Water Environment Association, Southwest Membrane Operators Association, and International Ozone Association.



Hazen and Sawyer has been focused on all things water®



### **Qualifications of Firm**

As needed professional services contracts cover a broad range of services and require a deep bench of technical experts and effective project managers. Hazen provides the flexibility to address client needs as they arise, clear communication regarding project goals, and a commitment to project execution and client service. Not only do Hazen's qualifications match your needs, they lean into our strengths. We are large enough to have the local expertise supported by a nationwide network of experts, yet small enough to be nimble and responsive without burdensome bureaucratic and administrative constraints.

Our client-centric approach facilitates communication to develop a comprehensive understanding of our client's goals. We understand that the size of a project has no bearing on its importance to our clients, compelling us to deliver projects of all sizes with the same level of quality. In rare instances when our work has errors and omissions, we immediately work to rectify those issues to our client's satisfaction, communicating with the client to identify the source of their dissatisfaction and augmenting the project team with additional resources when necessary.

We have delivered dozens of as needed projects to clients throughout California. A selection of current as needed contracts that originate these projects are shown below.

### Southern California As Needed Contracts

- Metropolitan Water District Treatment
- LADWP Advanced Emergeing Technologies, Water Resources, & Expert Panel
- City of Los Angeles Bureau of Engineering
- City of Los Angeles Bureau of Sanitation
- San Diego County Water Authority
- West Basin MWD Engineering and Ops
- Water Replenishment District

- Los Angeles County DPW
- Glendale Water and Power
- Eastern Municipal Water District
- Rancho California Water District
- Orange County Sanitation District
- Trabuco Canyon Water District
- Santa Clarita Valley Water Agency
- City of Chino

Services to be Provided: All services described in RFQ. Professional Services Agreement: Hazen assumes that a Professional Services Agreement with terms that are identical to our existing as needed contract will be acceptable to PWD. Current and Past Litigation: Hazen and Sawyer has been involved in two litigation matters nationwide in the past five years.



### **Proposed Personnel Experience**

We have assembled a team of industry leaders who have an extensive history of working together to deliver as needed and contract projects. Our team is eager to use our talents to make PWD's projects a success.

Fred Gerringer, Contract Manager and Senior Associate in the LA Office, will ensure the right project manager and team are selected for each task order and that Hazen's performance exceeds expectations. As Principal-In-Charge, Marc Solomon provides an independent executive level contact to PWD to ensure that Hazen is delivering top quality and responsive engineering services.









Fred has spent his career working in the public and private sectors to deliver water, reuse, and wastewater projects to communities throughout California. He will apply his expertise in all phases of project implementation and as needed project delivery to support PWD's engineering needs.

### **Relevant Projects:**

- As Needed Engineering and Project Management Services, Los Angeles County Department of Public Works, Alhambra, CA
- Recycled Water Treatment Plant Improvements | West Basin West Municipal Water District, Carson, CA

Marc's broad project experience has exposed him to all phases of project planning, hydraulics, design, system controls, construction management, and operational reliability. This unique and diverse experience enhances his management abilities and his ability to work effectively with project teams and externally with elected officials, engineers, operators, contractors, and the general public.

### **Relevant Projects:**

- SFPUC Wastewater As needed at Southeast Treatment Plant, City of San Francisco, CA
- Design, Permitting, and Construction of The Palmdale Ditch Conversion, Palmdale Water District, Palmdale, CA



Nathan Boyle, PE Water Treatment



Nathan is a process engineer and operations specialist having managed projects with a combined treatment capacity of over 100 MGD. He has experience designing drinking water and recycled water treatment facilities using various process technologies, including membranes, filtration, UV/AOP, and ion exchange.

### **Relevant Projects:**

- Chemical Systems Improvement Project, Palmdale Water District, Palmdale, CA
- Recycled Water Treatment Plant Improvements | West Basin West Municipal Water District, Carson, CA





Tori Yokoyama, PE Recycled Water Infrastructure & Hydraulic Analysis





Russ Kyle, PG, CHG Well Drilling & Hydrological



Ben serves as Hazen's West Region Conveyance Practice Leader with 30 years of engineering experience, planning, design, and construction experience involving small to large diameter pipelines for municipal and irrigation clients. He is a proven project manager and technical engineer with extensive experience that includes QA/ QC review, construction management, condition assessment, and rehabilitation of existing pipelines.

#### **Relevant Projects:**

- Design, Permitting, and Construction of The Palmdale Ditch Conversion, Palmdale Water District, Palmdale, CA
- Yard Piping Condition Assessment, West Basin Municipal Water District, El Segundo, CA

Tori has extensive experience developing hydraulic models, performing hydraulic analyses, and preparing master plan reports for various public sector clients. He is proficient in all commonly used hydraulic modeling platforms. He is a detailed and hands-on engineer that understands how to efficiently move a project forward from start to finish.

### **Relevant Projects:**

- Water Master Plan Update, City of San Bernardino Municipal Water Department, CA
- Recycled Water Treatment Plant Improvements, West Basin West Municipal Water District, Carson, CA

Russ specializes in groundwater resource projects for public clients in the western United States, focusing on Southern California. His expertise includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field assessments, and rehabilitation.

### **Relevant Projects:**

- Collection Main and New Well Site Study Long Beach Water Department–Long Beach, CA
- Redevelopment of Well Nos. 44 amd 45 Desert Water Agency Palm Springs, CA



Well Equipping



Luke Wang, PE Water Supply Forecasting



Steve brings years of knowledge in planning and designing water infrastructure, including production wells, pipelines, booster stations, and reservoirs/tanks. He is an expert in complex pumping and piping system layout, hydraulic design, groundwater supply and treatment design.

### **Relevant Projects:**

- Palmdale Well 36 Drilling and Equipping, Palmdale Water District, Palmdale, CA
- Hydraulic and Surge Analysis Fullerton Well 7A, Fullerton, CA

Luke specializes in water supply planning, operations, and demand forecasting, and has extensive experience in hydrology, climate variability/change, and decision support. He has designed, modeled, and implemented mitigation measures for clients throughout the country.

### **Relevant Projects:**

- Water Master Plan Update | City of San Bernardino Municipal Water Department, CA
- Bay Area Water Supply & Conservation Agency Regional Water Supply Reliability Model Development and Analysis Services, San Mateo, CA





Jeff is an expert in dams, levees, outlet works, and civil construction projects in California. As a seasoned PM and Engineering Design Manager, he excels in leading multidisciplinary teams, developing innovative solutions, and meeting challenging schedules with transparent communication and decisive leadership.

### **Relevant Projects:**

- Pacheco Reservoir Expansion Project, Valley Water; Santa Clara County, CA
- Sites Reservoir Project, Sites Project Authority; Glenn and Colusa Counties, CA

### **Responsiveness And Ability To Meet Contract Needs**

### Project Management Approach

In approaching the as needed contract, Hazen will implement a project management strategy to ensure quick and efficient response to PWD's requests followed by successful execution of each project. Based in our LA office, Contract Manager Fred Gerringer is located approximately one hour from PWD's offices and has the resources of our LA office's 32 professionals to quickly respond to your needs. We also have 27 colleagues in our nearby Irvine office and an additional 71 staff members in our California offices who can augment our LA resources if necessary.

Our six step approach to the as needed contract is built on our extensive experience with the PWD, streamlining each assignment to provide superior results.

**APPROACH:** 

5



1

Once a project has been identified by the PWD, Hazen will (as appropriate):

- Assign a suitable project manager
- Conduct a meeting with PWD staff to confirm project understanding

#### 6 Solution Implementation

Our performance monitoring efforts will encompass regular reviews and adjustments to ensure project success and PWD satisfaction throughout the entire project lifecycle.

### 5 Delivery

Depending on the specific task order, this would likely include delivery of a draft work product, followed by a meeting to review and receive comments, then incorporation of comments into a final deliverable.

Project

4 Execution

This step in the process will be the lengthiest and is where the work will be performed. As appropriate, we will have meetings with PWD staff to provide status updates and receive input/feedback.

4

#### 2 Determine Approach to the Task

Given our robust local resources, we will quickly assemble a dedicated project team with the expertise required for your project with each member assigned specific roles and responsibilities.

#### **3** Prepare/Submit Scope of Work

Within 15 business days of project identification, we will submit a concise Scope of Work, to include:

- · Scope
- Schedule
- Estimated budget
- Proposed staff
- List of deliverables

### Task Order Technical Approach

In approaching the technical aspects of task orders for PWD, our team will employ a systematic and detail-oriented approach to ensure effective project delivery. The initial phase involves a comprehensive review of the specific technical requirements outlined in each task order. Leveraging our team's diverse expertise, we will tailor our technical approach to align with the unique challenges and goals of each project including budget and schedule.

Regular collaboration with PWD during the task order execution will be a priority, allowing for real-time adjustments and ensuring that our technical solutions align with evolving project needs. Furthermore, our commitment to quality assurance will be integrated into every technical aspect of task order execution, guaranteeing that the delivered solutions meet or exceed industry standards and PWD's specific requirements. Through this detailed technical approach, Hazen will deliver innovative, efficient, and sustainable solutions that fulfill the technical objectives of each task order in a timely manner.

### Quality Assurance and Quality Control

Hazen follows rigorous quality assurance and quality control (QA/QC) guidelines, ensuring adherence to corporate policies throughout project execution. Internal reviews, overseen by project managers like Fred, guarantee quality deliverables that meet budget and schedule constraints. The approach involves systematic QA/QC frameworks, including audits and collaboration with PWD. Identified issues are promptly addressed through corrective actions, emphasizing a proactive quality management approach for consistently high-quality outcomes.

### Quality Assurance and Quality Control Approach

Our team has a clear understanding of quality management at the project level. We will incorporate PWD into the process to benefit project development and document quality.



### **Unique Qualities (Intangibles)**

At Hazen, we understand that the unique qualities of our firm distinguish us from other consultants, thereby adding significant value to PWD and its projects. Our combination of size, expertise, and client-focused approach uniquely positions us to meet your needs.

### **Optimal Firm Size with National Resources:**

Our stature as a medium-sized firm offers a perfect synergy with PWD's requirements. We are compact enough to ensure personalized and responsive service, yet we possess the breadth of national resources necessary to tackle the diverse and complex challenges faced by PWD. This balance ensures that we are always attuned to your needs while having the capability to draw upon a deep well of knowledge from our distinguished experts.

### **Understanding of Local Conditions and Government Agencies:**

As part of the Palmdale Ditch Conversion Project, our team is discussing a new turnout on the State Water Project with the Department of Water Resources and have familiarized ourselves with local permitting, environmental and cultural considerations when implementing projects in the area. We also have extensive experience with DDW on drinking water and recycled water projects. Our combined knowledge of local conditions and regulatory agencies will facilitate timely completion of as needed projects within their allocated budget.

### Focus on Client Operations and Maintenance Engagement:

A distinguishing feature of our approach is the emphasis we place on engaging with client operation and maintenance (O&M) staff. Our team includes certified water and wastewater treatment plant operators, enabling us to provide exceptional support in commissioning, troubleshooting, and optimizing plants. We actively encourage input from your O&M staff to ensure that our designs are not only reliable but also align with PWD's objectives.

### **Commitment to Delivering High-Value Projects:**

Our dedication to the water sector, coupled with our extensive experience, positions us to deliver projects of the highest value to PWD. This commitment is backed by over 50 years of as needed experience and is evident in the references and qualifications outlined in our SOQ.

In conclusion, Hazen's unique blend of optimal size, specialized expertise, client-focused approach, longstanding experience, and unwavering commitment to the water sector uniquely equips us to deliver unparalleled value to the you. Our success is directly interlinked with yours, ensuring that we are dedicated to delivering excellence in each project we undertake.
#### References

## References

## The projects below demonstrate the diverse skills and capabilities that Hazen offers PWD.



Scott Rogers Engineering Manager Palmdale Water District (661) 456-1020 srogers@palmdalewater.org



Kevin Yao Senior Engineer Palmdale Water District (661) 456-1022 kyao@palmdalewater.org



Scott Rogers Engineering Manager Palmdale Water District (661) 456-1020 srogers@palmdalewater.org

#### PWD Well 36 | Palmdale, CA

*Key Personnel:* Steven Conner and Peace Maari Hazen is finalizing the design of Well No. 36, with a pumping rate of 1,000 gpm. The project includes drilling a 1,000 ft. deep well, constructing the wellhouse, and completing well equipping. Services involve preliminary design, environmental compliance for CEQA, and detailed design tasks such as surveying, geotechnical investigation, and preparing plans, specifications, and cost estimates.



## **PWD 3M Booster Station Design Review** | *Palmdale, CA Key Personnel:* Steven Conner and Peace Maari

Hazen is conducting a comprehensive review and upgrade of the 3M Booster Pump Station for PWD. Services include reviewing bid drawings, updating the hydraulic network model, conducting surge analysis for the new design, and developing recommendations to optimize system hydraulics for enhanced water conveyance from the existing treatment plant.



### **PWD** Chemical Systems Improvement Project | *Palmdale, CA Key Personnel:* Arief Purnoko and Nathan Boyle

Prepared contract documents and cost estimate for upgrades to existing chemical dosing lines for the Water Treatment Plan. The new chemical dosing lines are designed in trenches and benefit the operators for access and maintenance. Project also included design of safety improvements for valve access, vault access and other infrastructure around the facility.



#### References



Francisco Lopez, PE Principal Engineer San Bernardino Municipal Water District (909) 453-6169 francisco.lopez@sbmwd.org



Kevin Cullen Project Manager West Basin Municipal Water District (310) 660-6259 kevinc@westbasin.org

## **Water Master Plan Update** | *City of San Bernardino Municipal Water Department, CA*

Key Personnel: Tori Yokoyama and Peace Maari

The 2023 Water Master Plan is a roadmap for enhancing the San Bernardino Municipal Water Department's efficiency and reliability. It evaluates the water system's current status and plans improvements until 2040. Tasks include updating the asset inventory and GIS, calibrating the hydraulic model, conducting system evaluation and risk-based assessments, and developing the final master plan report.



### **Recycled Water Treatment Plant Improvements** | *West Basin Municipal Water District, Carson, CA*

*Key Personnel:* Fred Gerringer, Nathan Boyle, and Tori Yokoyama Hazen designed the Phase 2 Upgrade to West Basin's JMM Carson Regional Water Recycling Plant. The project included the preliminary design, detailed design, cost estimating and construction phase services of a 2.64 MGD microfiltration system, modifications to the potable water service, modifications to a water storage reservoir, and a new standby power system to supply backup power to the finished water product pumps.



### A History of Teamwork

Since 2017, we have been providing West Basin Municipal Water District with engineering and operations support services under an as needed contract. Our team of experts, including many proposed for this contract - Fred Gerringer, Nathan Boyle, Tori Yokoyama, Steve Conner, Nicole Blute, Peace Maari, and Alan Mlakar - have successfully collaborated on many of the resulting projects, including:

condition assessment

- treatment design and process optimization
- pump station rehabilitation and replacement
- water quality and supply energy study

In addition to the five reference projects shown on the previous pages, our team and firm have relevant experience on many other projects. The table below shows a selection of projects with scope elements similar to those that could be included in this as needed contract.

Additional Relevant Project Work	Water Treatment	Bid/ Construction	Electrical/ Lighting	Reservoirs/ Storage Tanks	Hydraulics/ Pipelines	Groundwater Wells	Recycled Water	Planning	Condition Assessment	<b>Booster Station</b>	Environmental Compliance
Coastal Treatment Plant Asset Replacement Cost Valuation SOCWA, CA											
La Brea Groundwater Supply Treatment, Beverly Hills, CA											
Well 274 Replacement Project, Modesto, CA				8							
Eastside Water Treatment, Chino, CA											
Glenoaks Pump No. 1 Replacement Project, Glendale Water & Power, CA		B									
Glorietta Park Pump Station Unit Replacement, Glendale Water & Power, CA		B								<b>()</b>	
Chromium 6 Removal Project, Coachella Water Authority, CA			la l					0_0			
Inundation Maps and Technical Studies, Glendale Water & Power, CA				0							
Tertiary Filter Condition Assessment, Irvine Ranch Water District, Irvine, CA											

### Focused on Cost-Effective Solutions

At Hazen, a top priority is to provide cost-effective solutions that minimize client expenses. One of our strategies is to leverage existing assets through effective conditions assessment to prevent premature replacement. We applied this approach to our as needed contract with WRD, where we identified clean-in-place system components at the Goldsworthy Desalter that still could be used.

Other cost savings strategies are more creative and project specific, like the West Basin Barrier Pump Station Upgrade. We minimized shutdowns on the congested project site, saving West Basin money by reducing the amount of expensive imported water they had to purchase instead of using potable reuse water in the seawater intrusion barrier.



## **EARTH SYSTEMS**

1024 W. Avenue M-4 Palmdale, CA 93551 (661) 948-7538 **JANUARY 23, 2024** 

# PALMDALE WATER DISTRICT

STATEMENT OF QUALIFICATIONS TO PROVIDE AS NEEDED PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES: GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND SPECIAL INSPECTION TABLE OF CONTENTS

- 1 QUALIFICATIONS AND TECHNICAL CAPABILIITIES
- 6 PRIOR EXPERIENCE
- 9 QUALIFICATIONS AND EXPERIENCE OF ASSIGNED PERSONNEL
- **11** COST EFFECTIVE SOLUTIONS
- **12** LOCAL KNOWLEDGE AND REFERENCES
- **14** APPENDIX A: RATE SCHEDULE
- **15** APPENDIX B: RESUMES



## **TRANSMITTAL LETTER**



Mr. Kevin Yao Senior Engineer Palmdale Water District 2029 East Avenue Q Palmdale, CA 93550

## SUBJECT: STATEMENT OF QUALIFICATIONS TO PROVIDE AS NEEDED PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES

#### DISCIPLINE: GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND SPECIAL INSPECTION

Earth Systems Pacific is pleased to submit our Statement of Qualifications to provide Professional Engineering and Technical Services for Palmdale Water District (PWD). The disciplines for which we are submitting qualifications for are Geotechnical Engineering, Materials Testing, and Special Inspection Services. Earth Systems is interested in providing these services to PWD as we feel that we can bring excellent value to PWD's projects in light of our local knowledge of geotechnical and geologic conditions in the Palmdale region, our well qualified staff and materials testing capabilities, and our extensive experience in providing services for water, wastewater, and recycled water projects throughout southern California. We offer the following:



**LOCAL OFFICE IN PALMDALE.** Earth Systems has maintained a local office in Palmdale since 1985 and has provided geotechnical and/or materials testing services for over 4,000 projects in the northern region of Los Angeles County. With nearly four decades of experience in the region, Earth Systems can bring detailed local knowledge of soil, groundwater, and geologic conditions to PWD's planned projects.



**AN EXPERIENCED AND WELL QUALIFIED STAFF OF GEOPROFESSIONALS.** The Earth Systems staff includes registered geotechnical engineers, civil engineers, certified engineering geologists, technicians, special inspectors, and laboratory personnel who have decades of experience providing geotechnical, geologic, construction observation and materials testing services for a wide spectrum of water infrastructure projects ranging from minor improvements such as pump stations to advanced water treatment facilities and dams.



**ACCREDITED MATERIALS TESTING LABORATORIES.** The Earth Systems laboratories have the capacity to perform hundreds of tests upon soils, concrete, asphalt, steel, masonry, and other building materials. Our materials testing laboratories are certified and accepted by numerous accreditation agencies, including HCAI, Caltrans, AMRL, AASHTO, CCRL, and the Division of the State Architect (DSA).

Earth Systems takes no exceptions to PWD's Standard Professional Services Agreement. We appreciate your consideration of Earth Systems to provide services under this contract. Please feel free to contact the undersigned if you have any questions or if any additional information is needed.

Sincerely, Earth Systems Pacific

Rene & Morales

Renee Morales, PE, GE Project Manager

Kevin Paul, PE, GE Vice President, Managing Principal

January 23, 2024

## **QUALIFICATIONS AND TECHNICAL CAPABILITIES**

Earth Systems Pacific (Earth Systems) is a professional consulting firm with services that encompass geotechnical engineering, engineering geology, construction monitoring, and materials testing/special inspection. Earth Systems' staff of approximately 135 consists of registered geotechnical engineers, certified engineering geologists, soil technicians, special inspectors and laboratory technicians, augmented by drilling, drafting, and support personnel. Earth Systems, Inc. was founded as a California corporation in 1969, with its original offices in Palo Alto and Ventura, California. Earth Systems Pacific, a subsidiary of Earth Systems, Inc., was established as a California corporation in 1999. Earth Systems offers expertise in development of geotechnical criteria for public works projects, including buildings, water and sewer infrastructure, bridges and roadways, and public parks, as well as materials testing and special inspection during the construction process. We have maintained an office in Palmdale, California for over 35 years. As an active member of the geoprofessional community, Earth Systems participates in numerous industry associations, including the American Public Works Association (APWA), CalGeo,

the Geoprofessional Business Association (GBA), American Society of Civil Engineers (ASCE), Association of Engineering Geologists (AEG), and many others.

Office locations in California include Fremont, Hollister, Salinas, San Luis Obispo, Santa Maria, Santa Barbara, Ventura, Pasadena, Palmdale, Bermuda Dunes, and Perris. The projects undertaken under this contract would be managed from our Palmdale office, located at 1024 W. Avenue M-4, Palmdale, California.

## **EXPERIENCE WITH LOCAL WATER DISTRICTS**

Earth Systems has provided geotechnical, geologic, and construction-related materials testing/inspection services on an as-needed and/or project-specific basis for numerous water districts throughout southern California, including the following:

- Antelope Valley East Kern Water
  District
- Borrego Water District
- Coachella Valley Water District
- Desert Water Agency
- Elsinore Valley Municipal Water
  District
- Eastern Municipal Water District
- Joshua Basin Water District

- Los Angeles County Water Works
  District
- Los Angeles Department of Water and Power
- Mission Springs Water District
- Myoma Water Company
- Palm Desert Water and Services
  District
- Palo Verde Irrigation District



- Pine Cove Water District
- Rancho California Water District
- Rubidoux Community Services
  District
- Salton Community Services
  District
- Twenty Nine Palms Water District
- Valley Sanitary District

### **SERVICES**

#### Geotechnical Engineering and Geology Services Available Through Earth Systems Include the Following:

- Design-level geotechnical engineering investigations
- Geotechnical and geologic feasibility studies
- Slope stability evaluations
- Fault location studies
- Liquefaction and seismicity evaluation
- Seismic refraction/rippability
- Geotechnical criteria for shallow and deep foundations, including caissons, driven piles, and micropiles
- Criteria for earth retention structures and embankments
- Rock/pavement coring

- Engineering analysis of settlementreduction methods
- Pavement assessment and development of geotechnical criteria for pavement construction and rehabilitation, including new construction, overlays, recycled materials, permeable pavers, and stabilization of poor subgrade conditions
- Pavement deflection studies
- Evaluation of acceptability of construction materials
- Development of Material Sampling, Acceptance, and Independent Assurance Plans

- Infiltration testing for low-impact development (LID) improvements
- Geotechnical observation and testing during construction
- Failure investigations of foundations, retaining walls, slopes, and pavement
- Peer review services
- Full materials testing laboratory (Caltrans) with capability of soil and rock type classification, determination of shear strength, expansion potential, compressibility and other geotechnical properties of soils and other construction materials

#### Materials Testing and Special Inspection Services Available Through Earth Systems Include the Following:

- Sampling and testing of soils, aggregate base, and asphalt concrete
- Foundation excavation observation
- Sampling of potentially contaminated soils and testing for hydrocarbons, other petroleum products, and lead
- Sampling and testing of asphalt concrete
- Sampling and testing of masonry; including block compliance, prisms, mortar strength, grout strength and cores of completed construction

- Sampling and testing of concrete; including slump, casting test cylinders, and compression testing
- Sampling and testing of reinforcing steel
- Batch plant inspection of concrete and grout
- Special inspection of concrete
- Special inspection of masonry
- Special inspection of shop and field welding
- Special inspection of high strength bolts

- Special inspection of paints and coatings
- Special inspection of driven or drilled piles
- Laboratory testing of construction materials including soil, asphalt, concrete, masonry, grout, steel, fabrics, adobe and other specialty materials
- Testing or inspection of fabrics or other various construction materials
- Asphalt and concrete mix design review

### OUR ROLE AND GENERAL PROJECT APPROACH

Earth Systems' role during the design phase of projects will be to provide geotechnical consultation, geotechnical investigations, geologic hazard studies, pavement studies, core sampling and other services of a geotechnical nature that may be necessary to support design of proposed projects. We are available to attend meetings and consult with the PWD or members of the design team to review site conditions and discuss potential solutions. During construction, Earth Systems can provide materials testing, special inspection, material identification, and other services to document that the work performed meets the requirements of the project plans, specifications and the requirements of the State Water



Project, Department of Water Resources, Department of Drinking Water, California Building Code, Greenbook, and/ or Caltrans as appropriate. The following are brief descriptions of our general approach to geotechnical engineering investigations and construction-related materials testing/special inspection.

#### **Geotechnical Engineering Investigations**

Geotechnical engineering investigations are design-level studies intended to provide sufficient data and criteria to allow design of the project and meet jurisdictional requirements. To evaluate subsurface conditions, typically a series of borings are drilled to depths of interest, which will vary based upon the type of project, the grading concept, and the anticipated subsurface profile. Borings may be drilled using hollow-stem auger techniques or using Cone Penetrometer methods. For hollow stem borings, standard penetration tests are typically performed (ASTM D 1586) and soil samples are obtained using a ring-lined barrel sampler (ASTM D 3550). Bulk soil samples are also obtained from the auger cuttings.

Prior to initiating any subsurface exploration, Earth Systems coordinates with Underground Service Alert (USA) for underground utility coordination and determination of the locations of other subsurface features that could potentially be impacted by drilling operations. Soil samples are tested in the laboratory to determine a variety of soil properties, depending upon the type of project, the proposed development concept, and the materials encountered. All laboratory testing is performed in our accredited laboratories by trained technicians and according to ASTM or other applicable standards. The field and laboratory data are reviewed by a Registered Geotechnical Engineer and/or a Certified Engineering Geologist and evaluated with respect to development of geotechnical criteria for the proposed project. Projects involving a geologic scope are supervised by a Certified Engineering Geologist. These may be stand-alone reports or may be incorporated into the geotechnical investigation.

Geotechnical engineering investigations and reports comply with the requirements of Sections 1803.1 through 1803.6 and J104.3 of the applicable edition of California Building Code (CBC). Geotechnical engineering investigations are supervised by qualified and experienced geotechnical professionals who develop programs for subsurface exploration, laboratory analysis, and data evaluation. If desired, draft reports can be submitted to PWD for review and comment prior to submittal of the final report.



#### **Geologic Hazard Studies**

Depending on the type of project, the work may include a review of geologic literature and maps, air photo interpretation, seismic refraction surveys, fault investigation, excavation of exploratory trenches, borings and down-hole logging, and various types of software analysis. Typical projects include geologic hazard studies, landslide evaluations, analyses, and geophysical explorations. Geologic hazards reports comply with Section 1803.6 of the CBC, California Geological Survey Note 48, and Special Publications 42 and 117, as applicable.

#### **Construction Observation, Special Inspection and Materials Testing Services**

During construction of projects, Earth Systems can provide geotechnical consultation and sampling, testing and/or special inspection of construction materials including soil, concrete, asphalt concrete, masonry, steel, bolting, and spray-applied fireproofing. This may involve site visits by a qualified engineer or geologist, sampling, testing and/or special inspection of materials by a qualified field technician or special inspector, and laboratory testing of soil materials as necessary to support the project. As part of these tasks, resolution of issues associated with the geotechnical properties of the site and construction materials may be necessary; we are available to attend meetings and consult with PWD the City to discuss any such issues.

Daily reports detailing the progress of the work and the services provided will be left at the site. The results of the tests/ inspections will be provided in periodic summary reports. Materials test reports will be provided upon completion of the tests. Results of materials tests are generally available within 48 hours of the material's submittal. All test reports will be prepared or reviewed by Earth Systems' project manager Renee Morales.

Test reports will be sent to the client; the reports will include all of the test results, regardless of the satisfactory or unsatisfactory outcome of the tests. The reports will indicate the location of samples, any special sampling procedures used (as applicable) and will clearly indicate what materials were sampled and what test methods were used. Concrete tests will show the specified design strength. The test reports will contain a definitive statement as to whether or not the materials tested comply with the project plans and specifications, and other requirements as appropriate. Any deviations will be promptly reported. Test results not meeting the project requirements will be logged separately and the retests or remedial measures taken will be reported. All reports are reviewed by the project manager, and peer-reviewed by another professional staff member to assure report accuracy and quality. We are committed to deliver our work products in a timely manner and are always available and responsive to phone or email communications as well as requests for meetings or on-site consultation.

#### **Full-Service Materials Testing Laboratories**

The Earth Systems laboratories have the capacity to perform hundreds of tests upon soils, concrete, asphalt, steel, masonry, and other building materials. Earth Systems laboratories have been certified or inspected by the U.S. Army Corps of Engineers, the Division of the State Architect (DSA), the Cement and Concrete Reference Laboratory (CCRL), and the AASHTO re:source (formerly AMRL). We also maintain several Caltrans-approved laboratories. Having multiple laboratories allows us to control sample handling, chain of custody, and quality of tests so accurate results can be assured. Earth Systems participates in the Caltrans Reference Sample Program, the Cement and Concrete Reference Laboratory (CCRL) and AASHTO re:source Proficiency Sample Programs for Concrete, Soil, Aggregate and Rebar. The laboratory equipment is calibrated annually, and the calibrations are traceable to the National Institute of Standards and Technology (NIST).

#### **Responsive Service**

Responsive service is the hallmark of Earth Systems' reputation. Our local geotechnical engineering and materials testing professionals have an excellent track record for providing thorough, high-quality services for thousands of water/wastewater projects. Our goal for every project is to be responsive to our client's objectives, budget, and time-frame; to use our expertise and experience to provide thorough and technically accurate assessments; to provide rapid response to requests for services; and to ensure that our thoroughness and attention to detail provide assurance to our clients that the geotechnical aspects of their projects are addressed in accordance with current professional practice as well as local jurisdictional requirements. Depending upon the type of service provided, timelines can range from a few days for consultation or to address a specific issue, to 4-8 weeks for a full geotechnical engineering investigation. We maintain close communication with the client and design team during the investigative process, and often provide data or geotechnical parameters as they are developed to assure that the project design is able to proceed in a timely manner.

We offer a local full-service, materials testing laboratory and a highly qualified and experienced staff of special inspectors and technicians to help assure that construction proceeds smoothly and that the requirements of the project plans and specifications are met. Field inspections can generally be scheduled within 24 hours of the request. We are available to provide services at night, on weekends, and on holidays.

#### **Litigation History**

Earth Systems Pacific ("Earth Systems"), as a company providing professional services for numerous large institutional and private projects, has been involved in the litigation process on a very small percentage of projects. All such claims were resolved either by mediation or mutually between the parties, and we are limited by the confidentially agreements from disclosing specific details of these claims. However, Earth Systems is not a litigant to any pending lawsuit at this time which would materially affect Earth Systems' ability to perform the services as set forth in this Statement of Qualifications or materially affect the financial condition or well-being of this company. Furthermore, the office submitting this proposal is not a defendant in any pending litigation related to services provided on its current or past projects.

This representation is made based upon the information available to the undersigned as of this date.

5

## **PRIOR EXPERIENCE**

The following are selected projects performed in the past five years for water district or municipal clients that are similar in type and scope to the projects envisioned under this contract, with demonstrated timeliness of fieldwork and associated reports.

## RANCHO CALIFORNIA WATER DISTRICT PUMP STATION, DISINFECTION IMPROVEMENTS PROJECT, MURRIETA, CA (2022)

Earth Systems conducted geotechnical engineering investigations for the planned Rancho California Water District Ace Bowen Pump Station Disinfection Improvements project located in the Temecula area, Riverside County, California. The project consisted of three chemical mixer/injection vaults and associated underground piping and construction of a dry well and sunshades. Later, a relocated Disinfection Building and a chemical storage area were added to the proposed site improvements. Site

development included site grading, chemical storage area pad preparation, asphalt concrete paving, and underground utility installation. During construction, Earth Systems was retained to provide soil testing, special inspection, and materials testing. Additionally, Earth Systems has been involved in four other recycled water projects for Rancho California Water District.

**Timeline and Outcome**: Earth Systems began work on this project immediately following the Notice-to-Proceed, with the final report available approximately 7 weeks from authorization. Geotechnical parameters were provided to the structural engineer and architect as they were developed to allow design to proceed while the report was in progress.

## ON-CALL PROFESSIONAL SERVICES AGREEMENT - RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RIVERSIDE, CA (2022)

Earth Systems was awarded an On-Call Professional Services Contract to provide geotechnical services for the Riverside County Flood Control and Water Conservation District. The contract period was 2018- 2022 and was extended in 2023 for 2 more years. The scope of work for the contract included concept and feasibility studies of project alternatives; geotechnical engineering, testing

and reporting; recommendations for foundations, pipelines, structures and other public works improvements; recommendations for remediation of hazardous and non-hazardous soils, and related documentation requirements. During the contract time period, Earth Systems provided services for several projects with varying scopes of work, including the Tachevah Dam excess land evaluation, Woodcrest Dam outlet modifications, building upgrades, McVicker Dam certifications, and Beaumont Avenue K-Rail support pins.

**Timeline and Outcome**: Work was initiated on specific task assignments immediately following receipt of Notices-to-Proceed, with the final reports available within the specified timelines for specific projects.

Riverside County Flood Control and Water Conservation District Ms. Julianna Adams 1995 Market Street (951) 955-1282 jadams@rivco.org

Rancho California Water District Mr. Phillip Dauben 42135 Winchester Road Temecula, CA 92590 (951) 296-6981 daubenp@ranchowater.com



## HI-DESERT WASTEWATER RECLAMATION - PHASE I, PACKAGE C & D COLLECTION SYSTEM CONSTRUCTION, YUCCA VALLEY, CA (2018)

Earth Systems provided quality assurance observation and construction testing, materials testing, and special inspection during construction of the Wastewater Reclamation Facility project in Yucca Valley, San Bernardino County, California. The project included the construction of wastewater treatment facility structures, percolation ponds, an operation building, and associated infrastructure. Additional site work included AC roadways and a CMU perimeter wall. Earth Systems also Hi-Desert Water District Ms. Samantha Mena 55439 29 Palms Highway Yucca Valley, CA 92284 (760) 365-8333 samantham@hdwd.com

performed quality assurance testing for trench backfill for laterals and mains throughout the town and adjoining service areas.

**Timeline and Outcome**: As services were related to construction, the timeline was governed by the progress of the contractor's work. Earth Systems responded to requests for services within 24 hours, and daily reports of tests and inspections were left at the site, followed by formal written reports.

#### **DUNLAP DRIVE WATER PIPELINE REPLACEMENT, PERRIS, CA (2019)**

The Dunlap Drive Water Pipeline Replacement project was planned for the Perris area of Riverside County, California. The project consisted of the installation of approximately 6,600 lineal feet of 12-inch PVC water pipeline. The water alignment extended along Dunlop Drive from approximately 0.5 miles south of Nuevo Road (Station 78+70) to Lemon Avenue (Station 144+76). During construction, Earth Systems was retained to provide grading observation and testing. The site conditions were confirmed as being consistent with the project geotechnical report, Eastern Municipal Water District Mr. Christopher R. Carey 2270 Trumble Road Perris, CA 92570 (951) 928-3777 careyc@emwd.org

which had been prepared by Earth Systems in 2017. The geotechnical observation and testing report documented that the soil materials, fill placement and compaction procedures, and the field density of the tested materials were in conformance with the geotechnical report, the project plans and specifications, and local jurisdictional requirements.

**Timeline and Outcome**: As services were related to construction, the timeline was governed by the progress of the contractor's work. Earth Systems responded to requests for services within 24 hours, and daily reports of tests and inspections were left at the site, followed by formal written reports.

## QUALIFICATIONS AND EXPERIENCE OF ASSIGNED PERSONNEL

For this contract we have selected a project team that consists of dedicated and skilled geoprofessionals and technical staff that have extensive experience working together and possess the required local experience, qualifications, licenses and/or certifications, and communication skills to ensure that projects are executed in a technically competent and efficient manner.



#### KEVIN L. PAUL, PE, GE Principal Geotechnical Engineer

With over 24 years of experience in the geotechnical engineering, materials engineering, materials testing and inspection, and environmental services field, Mr. Kevin Paul specializes in public works, water infrastructure, educational, and renewable energy projects. He has been the geotechnical engineer for numerous water, wastewater, and recycled water projects throughout southern California, including water treatment facilities, storage facilities, pump stations, pipelines, and sewers. His role for this contract

will be technical oversight, providing peer review to assure that the work has been executed in accordance with accepted geotechnical practice, the project objectives, and applicable guidelines, as well as the needs of the PWD, the design team, and other stakeholders. Beyond acting as managing principal of Earth Systems' Perris office, he serves as the Engineer-of-Record for the Perris and Bermuda Dunes materials testing laboratories for the AASHTO Materials References Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) accreditation, California Department of Transportation (Caltrans) certified laboratory, and Division of State Architect (DSA) Laboratory Evaluation and Acceptance (LEA) programs.

Mr. Paul's expertise includes geotechnical investigations, engineering reports, and oversight of construction components for a variety of water infrastructure systems. The diverse projects for which he has provided services include water tanks and reservoirs, pipelines, and facilities for water treatment, reclamation, and purification. He has worked successfully with many water districts, including Rancho California Water District, Eastern Municipal Water District, Coachella Valley Water District, Desert Water Agency, AVEK, and LADWP.



#### RENEE S. MORALES, PE, GE Geotechnical Engineer, Project Manager

Ms. Morales is a senior geotechnical engineer with over 12 years' experience in the geotechnical engineering field. She manages Earth Systems' Palmdale office and will be the project manager. As project manager, Ms. Morales will be responsible for client communication, development of project scopes, cost estimates and proposals, scheduling and coordination of project teams, oversight of projects in progress, and budget management. She will oversee fieldwork, personnel and equipment, laboratory

testing and analysis, and be responsible for report preparation. She has performed geotechnical investigations for public works, commercial, and residential projects throughout the San Francisco Bay Area, central California, and southern California. Ms. Morales has experience in earthwork and mass grading operations, foundation design, soil stabilization pavement design and rehabilitation, ground improvement, surcharge and slope stability. Her foundation design experience ranges from design and observation of shallow and deep foundations, conventional and post-tension mats, augercast piles, drilled displacement columns and stone columns. Her responsibilities as a senior engineer include preparation of geotechnical proposals and cost estimates for geotechnical investigations and geotechnical testing and observations services to preparation of geotechnical reports, including seismic hazards, engineering analysis, evaluation of in-situ data, foundation and project recommendations.

#### For this contract, Ms. Morales will:

- Serve as Earth Systems' contact with the PWD's project manager and other members of the design team
- Select an appropriate project team and familiarize them with project requirements, schedules, and budgets
- Schedule and supervise field services
- Review field data and determine appropriate laboratory testing programs
- Perform geotechnical analysis of field and laboratory data and develop appropriate geotechnical engineering recommendations based upon findings
- Prepare and/or review technical reports

- Provide oversight of field investigations, site grading observations, foundation engineering and inspections, concrete field testing
- Evaluate earth-retaining structures and excavations
- Supervise groundwater investigations and testing
- Monitor the project schedule, budget, and milestones
- Attend meetings throughout the duration of projects
- Assure that the work is completed in a timely manner and conforms to regulatory requirements, the project proposal, and client/design team expectations

#### CHRISTOPHER F. ALLEN, PG, CEG Engineering Geologist

A certified engineering geologist, Christopher (Chris) Allen has over 25 years of experience in the greater Los Angeles area. His expertise includes geotechnical investigations, geologic hazards assessment, and oversight of geotechnical observation, materials testing and special inspection for projects under construction. During the design phase process, he supervises field investigations and provides consultation regarding geotechnical and geologic issues that may impact the project.

During project construction, he oversees geotechnical observation of grading operations, pavement construction (including rehabilitation), and materials testing. In keeping with Earth Systems' philosophy of hands-on experience, Mr. Allen has served as a City of Los Angeles Deputy Soils and Grading Inspector for many years and is certified by ICC as a Soils Special Inspector. He received a Bachelor of Science degree in geology from California State University, Northridge. He has been employed with Earth Systems since 2005.



#### ANTHONY COLAROSSI, PE Senior Engineer

Anthony (Tony) Colarossi is a registered professional engineer with over 30 years of experience in the geotechnical and materials testing field. His expertise includes development of geotechnical criteria for shallow and deep foundations, mass grading operations, and analysis of sites with respect to settlement, slope stability, seismic factors, and rockfall potential. As a senior engineer, his day-today responsibilities include oversight of field investigations for geotechnical engineering and geologic

investigations. During project construction, he supervises field activities related to materials testing and special inspection, such as field density testing for mass-grading operations and observation of shallow and deep foundation construction. Mr. Colarossi received a Bachelor of Science Degree in Civil Engineering from California Polytechnic University at Pomona, California. He has been with Earth Systems since 2014. Prior to his employment with Earth Systems, he spent ten years as a Building and Safety Plan reviewer working for the cities of La Quinta and Coronado, California.

#### FIELD AND LABORATORY STAFF

For construction-related field services and construction materials testing, we will utilize highly qualified and experienced field and laboratory staff that have provided excellent service for past water infrastructure projects. They can provide geotechnical and materials testing services in accordance with ASTM, Caltrans, or other applicable standards; each technician or inspector assigned will be certified in the appropriate specialty for the work being performed. Our field staff are known for providing exemplary service, demonstrating their ability to work collaboratively with project inspectors, design consultants, and contractors alike, and earning outstanding commendations for their work. Their familiarity with ASTM, CBC and Caltrans requirements, protocols, and various software programs used during construction will facilitate the smooth execution of the soils and materials testing aspects of projects. The team includes the following members:

#### JOSH THOMAS

Field and Laboratory Coordinator 20 Years Experience

JUAN NUNEZ Supervisory Soils and Materials Technician ACI, Caltrans Certified 20 Years Experience

#### JULIAN GEISINGER

Senior Soils Inspector ICC Certified 26 Years Experience

#### JOSE MURILLO

Soils/Materials Laboratory Technician ACI, NICET, Caltrans-Certified *12 Years Experience* 

**BRANDON ESSER** Field Technician/Special Inspector ICC-Certified, Certified nuclear gauge operator, ASTM test methods *4 Years Experience* 

JARED LARGE Field Technician/Special Inspector ACI, NICET, ICC, Caltrans Certified 15 Years Experience **JOHN BONAFEDE** 

Special Inspector AWS, ICC, ACI Certified *35 Years Experience* 

ERIC LEWIS Special Inspector AWS Certified 15 Years Experience

#### **DAVID MILLER**

Special Inspector AWS Certified 40 Years Experience

#### **SUBCONTRACTORS**

As Earth Systems is a full-service geotechnical and materials testing/special inspection firm, subcontractors are typically used only to provide support or specialty services needed for a specific project. The subcontractor selected for a specific assignment would depend upon the nature of the work, the project schedule, and availability. When retaining subcontractors, we ensure that their qualifications meet the requirements of the client as well as our own quality expectations, including applicable certifications as appropriate.

Please see Appendix C for full resumes of the professional staff, including specific project experience applicable to this contract.

10

## **COST EFFECTIVE SOLUTIONS**

Earth Systems' goal is to apply our specialized skills and knowledge to assist our clients with solutions that are costeffective, readily constructible, and can be implemented using local contractors and resources whenever possible. To accomplish this, we utilize our vast library of geotechnical data that we have developed over decades of experience in the regions we serve, along with our knowledge of the capabilities of local contractors (to avoid the expense of bringing in specialty contractors) and local sourcing for construction materials. Our engineering and geology staff are actively engaged in continuing training and education to keep abreast of new technologies, software, and analytical tools.

The following are examples of recent projects where Earth Systems' innovative approaches using technologically advanced products and methods allowed projects to be successfully completed in a timely and cost-effective manner, despite unusual and challenging circumstances.

#### CITY OF OXNARD PHASE 3 ALLEYS, OXNARD, CA

This project involved reconstruction of several alleys, which were to be repaved with concrete. While this would have been a straightforward and easily constructible project for most sites, this particular area was characterized by soft and wet subgrades and very shallow utilities. Initially, the contractor attempted to compact the soils but was unable to achieve sufficient compaction due to the wet soil conditions. A traditional approach would have involved allowing the soils to dry back to a more favorable moisture content; however, the alleys provided the only access to residents' garages and so only temporary closure of the alleys was desired by the City. For the subgrade to support the weight of the concrete



trucks, use of traditional pavement sections would have required the use of 2 feet of aggregate base. To maintain the required grades, this would have necessitated the export and hauling out of subgrade material. Not only was this an expensive proposition, but the presence of shallow utilities added complications and risk. Earth Systems' solution was to recommend the use of a newly developed product, InterAx Geogrid. The geogrid is placed over aggregate, causing the aggregate to interlock with other aggregate and with the geogrid. The interlocking feature mitigated the risk for lateral spread and created a mechanically stabilized layer that was much stiffer than unreinforced aggregate, thus the thickness of the aggregate layer was reduced while creating a stable and reliable platform for the concrete trucks and paved surfaces. The use of the geogrid expedited the construction timeline, allowing the project to be completed within the City's desired timeline and minimizing inconvenience to the alley residents. The export and import of aggregate was reduced by 50 percent, realizing a cost savings for the client of approximately \$20 per square yard. Additionally, there was a sustainability savings as truck loads on exterior streets were reduced by approximately 800 trips.

#### CATHEDRAL OAKS ROAD REPAIR/RECONSTRUCTION, GOLETA, CA

This project involved the repair/reconstruction of Cathedral Oaks Road between Glen Annie Road and Los Carneros Road. Repair/reconstruction was necessary due to significant settlement of the roadway and associated damage to curbs and gutters. The repair of the road was part of the City of Goleta's Pavement Management Program. A geotechnical investigation was conducted that included borings, field testing, and laboratory analysis. Earth Systems was credited by the City for development of an innovative solution that involved polymer injections beneath the roadway, a solution that was not only costeffective, but reduced the construction timeframe and minimized impacts to roadway users.

As described by the City of Goleta Public Works Director Charlie Ebeling "The repair method is based upon a thorough geotechnical investigation that ultimately showed that a relatively inexpensive method of leveling the roadway could be used. The repair method will also have far less impacts on roadway users by shortening the construction duration." As the polymer injection corrected the "dip" in the roadway and releveled the affected area, only minor surface repairs were needed, rather than a major road reconstruction and paving effort, and the repaired road was able to be reopened in a timely manner.

## LOCAL KNOWLEDGE AND REFERENCES -

#### LOCAL KNOWLEDGE

With nearly four decades of experience in the region, Earth Systems brings detailed knowledge of soil, groundwater, and geologic conditions to PWD's planned projects. Earth Systems has maintained a local office in Palmdale since 1985 and has provided geotechnical and/or materials testing services for over 4,000 projects in the northern region Los Angeles County. Within the Palmdale area, we have provided services for projects in both the public and private sectors, including public works, schools, roads, and manufacturing facilities.

#### **EXPERIENCE WITH STATE AND LOCAL WATER AGENCIES**

We have provided geotechnical engineering and materials testing/special inspection for projects under regulatory review by the State of California, the Department of Water Resources, and the Division of Safety of Dams (DOSD); our work was approved without issue by these agencies. Our experience includes projects such as Eagle Canyon Dam (Cathedral City), Woodcrest Dam (Riverside), Amargosa Creek Dam Flood Control (Palmdale), Pelona Vista Park Dam (Palmdale), and McVicker Dam (Riverside County). While working on the Antelope Valley Solar project, protection of the State Water Project for an aqueduct crossing was addressed in our geotechnical engineering report; the report was reviewed and approved by the LADWP.

#### REFERENCES

Mr. Phillip Dauben Rancho California Water District 42135 Winchester Road Temecula, CA 92590 (951) 296-6981 daubenp@ranchowater.com

Ms. Samantha Mena Hi-Desert Water District 55439 29 Palms Highway Yucca Valley, CA (760) 365-8333 samantham@hdwd.com

Mr. Christopher R. Carey Eastern Municipal Water District 2270 Trumble Road Perris, CA 92570 (951) 928-3777 careyc@emwd.org



## **STATEMENT OF QUALIFICATIONS**

For Geotechnical Engineering Material Testing And Inspection Services



**BRUIN GEOTECHNICAL SERVICES, INC.** 

44732 Yucca Avenue Lancaster, California 93534 www.bruingsi.net

## STATEMENT OF QUALIFICATIONS TABLE OF CONTENTS

1.0	INTRODUCTION	.1
2.0	GENERAL TECHNICAL APPROACH TO PROJECTS	.2
3.0	COMPANY ORGANIZATION	.4
4.0	SERVICES AND CAPABILITIES	.4
5.0	REPRESENTATIVE PROJECTS	.7
6.0	RESUMES	.8

#### **GENERAL QUALIFICATIONS** Bruin Geotechnical Services, Inc.

#### **1.0 INTRODUCTION**

Beginning in 2004, Bruin Geotechnical Services Inc. was formed with engineering experience of over 30 years. Bruin Companies staff has provided engineering services for numerous local projects, residential, commercial, industrial and capitol and engineering on local economical projects to residential subdivisions. Bruin Geotechnical Services Inc. brings knowledge and experience to any development and strives to provide quality engineering and consulting services.

Bruin Geotechnical Services, Inc. provides quality engineering services for residential, commercial, industrial projects within Southern California. With a full complement of engineers, geologists and geotechnical personnel, our clients experience superb service with quality engineering, allowing their projects to be completed on time and within budget. Bruin Geotechnical Services Inc. has provided services to city agencies, county agencies, and private developers.

Bruin Geotechnical Services Inc. geotechnical department has a full service laboratory, participating in the Cement Concrete Reference Laboratory (CCRL) correlation testing program to continually verify accuracy of test results. Yearly calibrations of equipment are performed as well as continuing education and training of personnel.

Bruin Geotechnical Services Inc. personnel have extensive experience with government agencies. Our principal, with over eighteen years in the industry, is multi-disciplined in the civil engineering field and has provided geotechnical reports and consulting for numerous community facilities such as large shopping centers, green energy facilities, assessment districts, capital improvement projects, infrastructure development and industrial parks.

Residential, commercial, industrial and green energy development remains constant at Bruin Geotechnical Services Inc. for setting the standard for detail and accuracy keeps our firm in demand. Experience includes preliminary geotechnical analysis as well as construction inspection, material testing and environmental assessments. Quality engineering services by Bruin Geotechnical Services Inc. will always save time and money during construction.

Quality and service are our goals. Servicing the Southern California area with a commitment to high standards assures our clients of the quality they expect. Fully licensed and insured, Bruin Geotechnical Services Inc. is capable and ready to handle any type of project.

#### 2.0 **PROFILE OF FIRM**

Bruin Geotechnical Services was incorporated in 2004 and has been providing private and public sector client services since inception. Thriving as a local geotechnical firm for nearly 20 years is representative of our quality and commitment. We are a small business with engineers, administrative and technical personnel on staff, averaging twelve to fifteen full-time personnel. Our Principal Engineer, Ryan Duke and our Director, Mark Stevens, have deep roots in the Antelope Valley and take pride in providing our professional services to our community and helping the community through charitable involvement and contributions.

#### 3.0 GENERAL TECHNICAL APPROACH TO PROJECTS

Bruin Geotechnical Services provides soil engineering reports, percolation reports, compaction testing services, concrete testing services and deputy inspection. With a full-service on-site laboratory, all geotechnical needs are met.

Our approach to each project begins with discussions with our potential clients as to the proposed development. A review of available plans and a site reconnaissance are performed. The nature of the project (geotechnical report, compaction testing for rough grading, street overlay, infrastructure installation etc.) will greatly dictate our approach. A soil engineering report would involve communication with the associated parties (structural engineers, architects etc.) as to the type of proposed structures for building loads researching available

reports and maps of the subject area, and preparing a cost proposal for our client. A subsurface investigation would follow with laboratory testing, analysis and preparation of the report.

Compaction/concrete testing, inspection or other capitol improvement projects such as street widening, infrastructure installation would require review of plans, communication with the project manager and lead engineer and defining a scope of work. A cost proposal would be prepared based on the frequency of testing/inspection required for the particular project.

A project manager is assigned to each project and a schedule is prepared. Open communication with the client is key with all types of projects. Our firm performs weekly inhouse meetings to discuss progress of our projects. The pertinent information is relayed to our clients and is essential to meeting deadlines and schedules, keeping costs within budgets.

#### 4.0 PERFORMANCE AND DELIVERY

Bruin GSI prides itself on service. Responding to requests for field personnel is a top priority. We understand the need to provide compaction testing or concrete sampling at a moments notice to allow our clients to excel in production and completion. While we request notice for service, we are typically able to respond as needed, on short notice, realizing that construction is unpredictable at times and urgent.

Requests for reports and delivery deadlines are critical to our firm. We understand our roll in the big picture of site development, design, construction testing and inspection. We diligently pursue excellence in providing the documents requested in a timely and expedient manner, which allows our clients to meet their deadlines as well.



#### 6.0 SERVICES AND CAPABILITIES

PROFESSIONAL PERSONNEL
Deputy Inspector
Senior Technician
Staff Geologist
Project Engineer/Manager
Certified Engineering Geologist
Senior Engineer
Principal Engineer
Technician – Soils/ACI

#### **REPORTS, ANALYSES, TESTING AND INSPECTION**

Geotechnical Engineering Report

Percolation Feasibility Studies/Septic System Design

Percolation Feasibility Report

Fault Rupture Hazard Investigation

Slope Stability Analysis

Liquefaction Analysis

Pile Load Testing and Report

Infiltration for LID Features

Concrete Sampling, Strength Specimen Casting

Compaction/Density Testing (Soil, Asphalt)

Deputy Inspection- Concrete, Masonry, Structural Steel, Bolting

Compaction Reports

Structural Pavement Design

#### LABORATORY SERVICES

#### SOILS TESTING

ASTM	TEST NAME
D 1188 (Modified)	Density (Unit Bulk) – Shelby Tube Samples
D 2937	Density (Unit Bulk) – Ring Samples
D 2216	Moisture Content of Soils
D 2435, CTM219	Consolidation – One Dimensional
D 2166, CTM 221	Unconfined Compression
D 3080, CTM 222	Direct Shear – Fine Grained
D 3080, CTM 222	Direct Shear – Coarse Grained
D 4829, UBC 29-2	Expansion Index
D 4546 (Modified)	Swell of Soils - Undisturbed
D 4546 (Modified)	Swell of Soils - Remolded to Specific Density
<b><u>Permeability (Hydraulic</u></b>	
<u>Conductivity)</u>	
D 2434, EPA 9100	Constant Head
EPA 9100	Falling Head
D 5084, EPA 9100	Flexible Wall (Triaxial)
Maximum Density/Optimum	
Moisture	
D 1557/D 698	Full Curve (4" Mold)
D 1557/D 698	Full Curve (6" Mold)
CTM 216	California Impact
Sieve Analysis	
D 422, D 1140, CTM 202	Sieve Wash - General
D 422, CTM 202	#200 Wash Only
D 422, CTM 203	Sieve and Hydrometer Analysis
D 1188 (Modified)	Density (Unit Bulk) – Shelby Tube Samples
D 2937	Density (Unit Bulk) – Ring Samples
D 2216	Moisture Content of Soils

D 2435, CTM219	Consolidation – One Dimensional
D 2166, CTM 221	Unconfined Compression
D 3080, CTM 222	Direct Shear – Fine Grained

### **CONCRETE TESTING**

<u>ASTM</u>	TEST NAME
C 39	Compression Test of Cast Cylinders (all sizes)
C 42	Compression Test of Cored Samples
C 495	Compression of Lightweight Concrete
C 78	Flexural Strength, Simple Beam with Third Point Loading
C 496	Splitting Tensile of Cast Cylinders
C 642	Density of Hardened Concrete
C 567	Unit Weight of Lightweight Concrete
C 85	Proportion of Cement, Sand, & Aggregate Hardened Concrete
495	Modulus of Elasticity
1018	Flexure Toughness of Fiber Reinforced Concrete
	Compression Test Gunite Samples

#### ASPHALT CONCRETE TESTING

<u>ASTM</u>	TEST NAME
D 2726, D 1188,	Bulk Specific Gravity of Compacted Specimens and Core
CTM 308	Samples
D 2041	Specific Gravity, Theoretical Maximum
D 5444, AASHTO T 30	Sieve Analysis of Extracted Aggregate
CTM 370	Moisture Content
Aggregate	
D 2419, CTM 217	Sand Equivalent
CTM 205,	Crushed Particles (Each Size)
AASHTO M 283	
C 29, CTM 212	Unit Weight of Aggregate

## FIELD TESTING SERVICES

## COMPACTION TESTING AND CONCRETE SAMPLING

## ASTM TEST NAME

## **Compaction/Density Testing**

ASTM D 6938	Nuclear Method
ASTM D 1556	Sand Cone Method
<b>Concrete Sampling</b>	g/Testing
ASTM C 172	Sampling Freshly mixed concrete
ASTM C 1064	Temperature of freshly mixed concrete

Project	Scope of Work	Contacts	
25 MW Solar Facility	Soil Investigation Report	Ashlee Auger	
Lancaster Blue Sky	Construction testing and Inspection	The AES Corporation	
Lancaster, California	Estimated cost 12 million	415-692-7579	
80 MW Solar Facility Del Sur Ranch Lancaster, California	Soil Investigation Report Estimated cost 60 million	Ashlee Auger The AES Corporation 415-692-7579	
3-Story Cambria Hotel	Soil investigation, testing, and inspection for	Tony Singh	
5 <sup>th</sup> Street West	hotel and restaurant development	Palmdale Hospitality	
Palmdale, CA	Estimated cost 4 million	623-764-3057	
Pilot Travel Center	Soils and concrete testing and inspection for	Robert Bunger	
#1267	new Pilot Travel Center.	Pilot Travel Center	
Palmdale, CA	Estimated cost 3.6 million	865-474-3111	
L.A.B. Battery Facility	Concrete testing and inspection, project	Picasso Bhowmik	
100 <sup>th</sup> Street West	management, and Deputy inspection	PNG Builders	
Lancaster, CA	Estimated cost 12 million	626-357-4400	
Pacific Communities Antelope Valley	Soils testing and inspection, percolation design single-family residence tracts Estimated cost 10 million	Corinna Ocampo AV Pacific Communities 949-660-8988	
The Painted Turtle 17000 Elizabeth Lake Rd. Lake Elizabeth, CA	Soil Investigation Report and Liquefaction Study for proposed treehouse building. Estimated cost 4.2 million	Allen McBroom 661-724-1550	
McFarland Solar	Soil Investigation Report and Pile Load	Ashlee Auger	
Dateland Ranch	Testing for Solar Array	The AES Corporation	
Yuma County, AZ	Estimated cost 70 million	415-692-7579	
A.V. Airport Express, Inc. Palmdale, CA	Soils testing and inspection for commercial development. Estimated cost 1.1 million	A.V. Airport Express, Inc. Mr. Thomas Miller (661) 945-2529	
Paraclete High School Lancaster, CA	Soil investigation, testing, and inspection for proposed 2 story multi-use building and football stadium. Estimated cost 8 million	Shea Properties Mr. Ron Revi (949) 389-7209	
High Valley Solar	Soil Investigation Report, Pile Load Testing,	Ashlee Auger	
80 <sup>th</sup> Street West	and infiltration testing for Solar Array	The AES Corporation	
Lancaster, CA	Estimated cost 20 million	415-692-7579	
Boulevard Hotel	Compaction, concrete and deputy inspection	Chris Funston	
Lancaster Boulevard	for 5-story hotel and restaurant.	Blvd Hospitality	
Lancaster, CA	Estimated cost 5 million	314-339-6600	
Legacy Homes	Soil investigation, testing, and inspection for	Chris Jones	
Victorville, CA	single-family residence tracts	Legacy Homes	
Rosamond, CA	Estimated cost 6 million	951-582-7004	
ASTM C 143 Slump of hydraulic cement concrete ASTM C 17 Air content of freshly mixed concrete, volumetric method			

#### 7.0 REPRESENTATIVE PROJECTS

## Statement of Qualifications

As-Needed Professional Engineering and Technical Services - Survey

Palmdale Water District

#### PREPARED BY



Brian Glidden, PE, LS Project Manager

- 661-940-0043
- 🗹 bglidden@aesi-consulting.com
- www.aesi-consulting.com

January 23, 2024



CIVIL ENGINEERING = SURVEYING = SOILS = MAPPING/GIS

Certified SBE and WBE

42140 Tenth Street West Lancaster, CA 93534 661-940-0043 Fax: 661-949-9775

24-7045

aesi@aesi-consulting.com

January 23, 2024

Kevin Yao Palmdale Water District 2029 East Avenue Q Palmdale, CA 93550

RE: PWD Request for Qualifications for Professional Services - Survey

Arrow Engineering Services, Inc. (AESI) is grateful for the opportunity to present our qualifications for Professional Services - Survey. As a local, full-service civil engineering firm with over 34 years of expertise in Land Surveying and recognized as a Woman Owned Business Enterprise (WBE), AESI brings a wealth of experience to the table. Our track record includes providing a range of surveying services and holding agreements for on-call survey services with Mojave Air & Space Port, the City of Santa Clarita, and offering as-needed services for AVEK. Notably, AESI recently delivered surveying and mapping services for Palmdale Water District through our collaboration with Hazen & Sawyer on the Ditch Conversions project. For specialized aerial photogrammetry or LiDAR services, we have partnered with Central Coast Aerial Mapping Inc. We are eager to extend our Land Surveying services to Palmdale Water District on an on-call basis, catering to their diverse projects.

As a local firm, AESI is dedicated to delivering high-quality, responsive services that meet the specific needs of our clients in a timely and efficient manner. We emphasize continuous communication with Palmdale Water District to ensure well-managed projects, enabling us to deliver services on time, within budget, and in accordance with the outlined scope of services and the regulations of the District, as well as any relevant federal, state, or local government agencies. We look forward to the opportunity to contribute to the success of Palmdale Water District's projects.

AESI has read, understand and acknowledge the following:

- 1. Prevailing wages will be paid to all employees performing surveying services. AESI is registered with the Department of Industrial Relations See Appendix A
- 2. AESI carries the Insurance and limits as required
- 3. AESI is in agreement with Palmdale Water District's "Professional Services Agreement" and find it acceptable with no deviations therefrom.
- 4. AESI is in agreement with Palmdale Water Districts' Conflict of Interest policy.
- 5. We are in receipt of PWD's Question and Answer document, dated January 11, 2024
- 6. We have reviewed and acknowledge Addendum 1 and 2 posted for this RFQ.

Respectfully submitted,

AESI

Brian D. Slidder

Brian D. Glidden, P.E., L.S., QSD



January 15, 2024

Kevin Yao, PE Senior Engineer Palmdale Water District 2029 East Avenue Q Palmdale, CA 93550

Subject: Letter of Introduction.

Dear Mr. Yao,

I hope this letter finds you well. I am writing to express my interest in collaborating with AESI and the Palmdale Water District as a subcontractor for aerial mapping services. Central Coast Aerial Mapping and AESI have worked together for many years on numerous mapping projects. With a proven track record in providing high-quality aerial mapping solutions, Central Coast Aerial Mapping & AESI are eager to contribute to the success of your projects.

Our team is equipped with state-of-the-art aerial mapping technology and skilled professionals who specialize in capturing accurate and detailed geographic data. We understand the critical role that precise mapping plays in various industries, and our commitment to excellence ensures that we deliver reliable and comprehensive results.

Key attributes of our aerial mapping services include:

- 1. Cutting-edge Technology: We employ the latest aerial imaging equipment and software to capture and process detailed maps efficiently.
- 2. Experienced Team: Our team consists of experienced professionals with a deep understanding of mapping techniques and industry-specific requirements.
- 3. Customized Solutions: We tailor our services to meet the unique needs of each project, ensuring that the delivered maps align perfectly with your objectives.
- 4. Timely Delivery: We prioritize efficient project management, guaranteeing timely delivery without compromising on quality.
- 5. Competitive Pricing: Our commitment to offering cost-effective solutions makes us a competitive choice for subcontracting opportunities.

Thank you for considering Central Coast Aerial Mapping as your aerial mapping subcontractor. We look forward to the possibility of working together and contributing to the success of your endeavors.

Sincerely,

Robert Lafica

Robert L. Lafica, ASPRS R12

## **Firm Profile**

#### ABOUT ARROW ENGINEERING SERVICES

Arrow Engineering Services (AESI) is a certified Women's Business Enterprise (WBE) & Small Business Enterprise (SBE) civil engineering firm. Established in 1992, Arrow Engineering Services has grown to be a multi-disciplined firm providing public and private sector clients with services for a diverse range of projects.

Our firm performs many of the essential services to help bring a project from an idea to a reality. We provide preliminary services including planning, coordination, design, surveying, and environmental services. To ensure the project is executed efficiently, we provide project management, construction management, and field-related services.

#### SURVEY DIVISION

AESI Survey Division provides an extensive range of land surveying services using conventional or GPS methodology. We maintain a GPS base station on site connected to a statewide base station network which allows us to get the most accurate data in less time and at less cost than

traditional methods. Our use of state-of-the-art computer technology enables us to provide our field crews with complete office support and wireless access to facilitate and expedite field procedures quickly and accurately. AESI surveyors provide cutting-edge solutions to solve both private and public sector industry needs both during the design phase and during construction

#### **DESIGN DIVISION**

AESI Design Division develops civil engineering solutions based on innovative, yet practical, methods combined with leading-edge computer-aided design systems (CADD). With years of professional experience in our field combined with state-of-the-art technology, AESI offers the knowledge and expertise to help you succeed.

AESI Design Division can provide project management services by aiding the client in obtaining entitlements, approvals, and permitting for a project.

AESI can also provide construction management services to work with the client and to make sure that both Quality Assurance (QA) and Quality Control (QC) services are met for the project and that both design and construction means and methods are held to current industry standards.

#### **AESI FAST FACTS**

Headquarters: 42140 10<sup>th</sup> Street West Lancaster, CA 93534 Tele: (661) 940-0043 Fax: (661) 949-9775

ORGANIZATIONAL STRUCTURE: Business Classification: CA Corporation

Year of Incorporation: 1992

**Total No. of Employees:** 9

## FIRM CAPABILITIES & EXPERTISE:

- Project Management
- Survey/Mapping/GIS
- Land Divisions/Mergers
- Roadway Design
- Hydraulics/Hydrology
- Drainage Design
- Right of Way Easements
- Utility Coordination
- Construction Support
- Drone Monitoring

www.aesi-consulting.com



#### **GEOTECHNICAL AND MATERIALS DIVISION**

AISI Geotechnical Division provides technologically advanced consulting services with expert capabilities in quality control, quality assurance testing, and inspection during construction. Our professional staff employs a professional staff of registered civil engineers and ICC Certified Special Inspectors. Our soils and material testing laboratory is accredited with the USACE and AASHTO and participates in their correlation/proficiency testing programs. All compaction testing and concrete sampling will be performed by ICC Certified Inspectors and ACI Inspectors.

#### **ENVIRONMENTAL DIVISION**

AESI Environmental Division prepares detailed and accurate environmental reports that help public and private sector clients comply with ASTM and AII regulatory requirements. Our reliable Phase 1 Environmental reports assist our clients in making informed business decisions while minimizing the cost and time constraints on clients' projects.

#### **SUMMARY**

In conclusion, AESI has the professional staff and expertise to meet the needs of a diverse range of projects. Our breadth of service offerings helps reduce the number of consultants involved with any project, and our size helps facilitate fast-track projects to be completed accurately and on time. Our experienced team and extensive use of technology enable us to provide the best possible products and services for our clients cost-effectively. We appreciate the opportunity to present our company information and look forward to working with you to help visualize, design, construct, and realize your project goals.

On the following page, you will find a table of the services we provide.

As Needed Professional Engineering and Technical Services - Survey

#### **Services Provided**

Civil Engineering	Land Surveying
Management Services	Land Surveying
Construction Management (QA/QC)	ALTA/ACSM Land Title Survey
Project Management	Aerial Photography and Control Survey
Engineering Design	Boundary Survey
Street Plans	Corner Records
Water Plans	Elevation Certificate
Sewer Plans	Flood Zone Certification
Drainage Plans	Legal Description
Grading Plans	Lot Line Adjustments
Wastewater Plans	Parcel Maps
Hydrology Studies	Plat Of Subdivision
Land Planning	Record Of Survey
Commercial Developments	Topographic Survey
Industrial Developments	Mapping And Design Surveys
Residential Developments	Engineering Design Surveys
Mobile Home Parks	Geodetic / Control Survey
Subdivisions	Rights Of Way and Easements
Parcel Maps	Volume Computations
Master Planning	Utility Location Surveys
Rezoning	GPS / Robotic Survey Methods
General Plans	Control Surveys
Specific Plans	GIS Mapping
Developmental Review Committee	Construction Services
Environmental	Construction Staking
Phase I Environmental Site Assessments (ESA)	Grading Certifications
GIS And Mapping	Horizontal Control Calculations
Enterprise GIS Implementation	As-Built Surveys
Needs Analysis	Drone Services
Application Development	Drone Services
Data Acquisition and Development	Site Photography
Database Development	Infrastructure Surveys
Internet / Intranet GIS Development	Topographic Mapping and Contours
Systems Design and Integration	Construction Site Monitoring
Technical Support / Training	Site Volume Calculations
Integration Of Multiple Software Systems and Data	

## Project Approach & Team

Our proposed project team boasts a track record of successfully delivering numerous projects collaboratively. The cohesion within our internal technical staff is noteworthy, with the youngest members having worked together for 7 to 10 years. Furthermore, a senior member, who has been with us since 1992, brings extensive experience and stability to our team. Notably, our longstanding partnership with Central Coast Aerial dates back to 1993, reinforcing the depth of our enduring collaborations.

### **APPROACH/PRINCIPLES**

#### Keys:

As Needed Professional Engineering and Technical Services - Survey

- Clear project understanding
- Set schedule and goals
- Control costs by staying on schedule
- Clear lines of communication
- Team meetings
- QA/QC

Given that the District's RFQ did not identify a specific project for our approach, we have developed a flexible and non-project-specific surveying approach to cater to a variety of potential needs.

**REQUEST FOR QUALIFICATIONS FOR** 

AESI is dedicated to delivering the highest quality and responsiveness to fulfill the District's needs for future Capital Improvement Projects. Our committed professional team ensures timely delivery of project deliverables. A strategic and consistent approach involves assigning a project manager for the project's duration, with a welldefined communication protocol established with the District's project manager. Our accessibility extends to being available via phone or email for seamless communication throughout the project.

If chosen as a District consultant and upon issuance of a task order, AESI will meticulously review the project scope and create a detailed price proposal. Utilizing the District's expected Milestone Tasks and Tentative Schedule, we will develop an initial project schedule, subject to refinement post-kick-off meeting. This meeting serves to collect District-provided information, seek clarification on project aspects, and subsequently formulate a well-defined project schedule. This early commitment enables us to allocate resources effectively, establish realistic completion times, and set project milestones, prioritizing the client's ongoing needs, accessibility, continuity, and consistent project execution and communication.

Our commitment to communication is paramount, realized through scheduled team meetings and project memoranda. Weekly team meetings comprehensively cover project status, budget tracking, and continuous service quality enhancement. As a local firm, we are agile in attending impromptu meetings and visiting project sites to promptly address emerging issues or concerns.

In the realm of field surveys, we employ high-quality and efficient Trimble GPS equipment alongside conventional robotic stations. During the capture of existing field conditions, we meticulously locate controlling monuments, service connection points, utilities, elevations, changes in grades, edges of pavement, curbs, and sidewalks. Field data, including existing boundary details, topography, and staking of new fixed works during construction, is captured using electronic data collectors and downloaded nightly. Our strategy involves parallel



execution of field and office operations, enhancing efficiency and ensuring rigorous quality control to expedite project completion.

All research and mapping efforts will be systematically organized within a project directory structure, with CAD files developed in accordance with either the District's or AESI's Standards for CAD Deliverables. The finalized mapping or documents will be submitted to the District for the initial draft of deliverables, allowing for review and comments. Upon receiving feedback from the District, the project manager will collaboratively assess the comments with the project staff. Maps and documents will be promptly modified to incorporate the feedback, leading to the development of the second draft of updated deliverables. This revised version will be presented to the District for final review and comments. Following the review process, the deliverables will be updated accordingly, and the final versions will be submitted to the District for their utilization.

#### **SUMMARY**

In summary, AESI is equipped with a skilled and knowledgeable team capable of addressing the requirements of a variety of projects. Our comprehensive service offerings streamline project involvement, minimizing the need for multiple consultants. Our agile size allows us to efficiently execute fast-track projects with precision and timeliness. Leveraging our experienced team and advanced technology, we strive to deliver cost-effective and high-quality products and services to our clients. We are grateful for the chance to share our company information and eagerly anticipate the opportunity to collaborate with you in bringing your project goals to fruition.


### REQUEST FOR QUALIFICATIONS FOR As Needed Professional Engineering and Technical Services - Survey



# **Project Team Organization**

AESI has assembled a highly qualified team to provide the land surveying services needed to respond to any task order issued through this as needed contract over the next 3 years. The following organizational chart visually represents the structure of our proposed team, depth of resources, and relationship between our Project Manager, key staff, support staff, and subconsultants.



## I. <u>Scope of Services</u>

Based upon the RFQ, it is our understanding that Palmdale Water District (PWD) is seeking firms to provide on-call professional engineering and technical services for a variety of programs and special tasks. KYLE Groundwater, Inc., (KGI) is submitting our qualifications to provide planning, predesign, design, bid, preconstruction, construction, and post-construction support services for groundwater well and water resources projects on an as-needed basis. Projects and tasks are anticipated to include general project management services, well siting studies, preparation of permitting documents and coordination with permitting and regulatory agencies, design, installation, repair and rehabilitation of municipal water supply wells, construction management and inspection services. Additionally, we anticipate that the scope of services may include preparation of bid documents, bid support, attendance at pre-bid and pre-construction meetings, preparation of addenda, submittal review, RFI response, progress payment review, and field observation. We acknowledge the task list presented within the RFQ and pledge to quickly respond to task orders upon request. The sections below include descriptions of our typical approach for completing a selection of these services.

### **General Project Management**

Essential factors which determine the success of any given project include scope, schedule, and budget. Deviation from the established scope of work will undoubtedly impact the project schedule, resulting in project milestones not being met, and increased KGI's project manager will project costs. effectively manage these three fundamental factors to bring the project to a successful conclusion both on schedule and within budget. KGI will conduct general administration and project management for any given task order. This will include maintenance of a project schedule, attendance at meetings, preparation of meeting agenda and minutes, submittal of monthly invoices, and regular status updates. We will be prepared to meet with and present to PWD personnel, permitting and regulatory agencies, members of the public, and project stakeholders, as the need arises. We will prepare cost estimates and review contractor change orders, and oversee services provided by other PWD contractors and vendors.

Sound hydrogeological and engineering criteria will be used throughout administration of the project and all data, calculations, conclusions, and interpretations will be vetted through a rigorous multi-level QA/QC.



### Permitting

Years of experience preparing and processing regulatory permits through various resource agencies have enabled our team to identify successful strategies for meeting agency requirements. Our primary goal when applying for any given permit is to streamline the process to the fullest extent possible. This can be accomplished by meeting early in the process with regulatory agencies and providing a complete application package as soon as possible. The regulatory experience that we have developed, along with the professional relationships that we have formed with agency personnel, has helped us to better facilitate the permit approval process. KGI has experience and familiarity with the California State Water Resources Control Board Division of Drinking Water, the Regional Water Quality Control Board, the County of Los Angeles Flood Control District, and the County of Los Angeles Department of Public Health, among others. Possible permits may include the California Domestic Water Supply Permit amendment (including DWSAP, plot plans, horizontal distance tables), NPDES permit coordination and compliance, Flood Control permit coordination and compliance, and County drilling and well destruction permits.

### Planning Documents

Siting of municipal water supply wells typically consists of one of three basic approaches: 1) conduct a regional review and selection of multiple potential well sites, 2) assess several previously selected sites and provide recommendations as to the most favorable site, and 3) assess a single site as to construction logistics and feasibility. Our approach is based on sound scientific principles and has been honed through years of experience. The first step to well site assessment is to determine those areas where wells cannot or should not be located or to identify fatal flaws prior to proceeding with the more costly phases of design and construction. This involves delineating "areas of exclusion" based on required setbacks and/or setback buffers, and regulatory or permitting constraints. Construction logistics and feasibility must also be assessed, including available area for construction, discharge considerations, overhead and underground utilities, proximity to the distribution infrastructure, and potential impacts to the public. From a hydrogeological perspective, aquifer production potential, groundwater quality concerns, and wellfield interference must also be assessed. The purpose of this type of analysis is to provide a hydrogeological, engineering, logistical, and preliminary financial evaluation that will provide identification and/or confirmation that potential production well sites are suitable for moving forward with design.

### Well Construction

Development of new municipal water supply wells requires knowledge and experience with local hydrogeological conditions, well design principles, permitting constraints, construction logistics, and the current regulatory framework that must be adhered to. Our deep understanding of these critical factors helps us to provide sound professional advice during construction that will propel a project forward efficiently while avoiding unforeseen pitfalls that can lead to project delays. Much of this requires effective communication and coordination between the well owner, regulators, and the drilling contractor to ensure that all parties are well informed about the parameters of the project before problems arise.

### Well Rehabilitation & Repair

Well rehabilitation and repair is much more than just reviewing video surveys and crafting technical specifications. Every well is unique, requires specialized care, and will respond differently to the various processes utilized. All wells will undoubtedly present unforeseen complications, and as such, it is critical that



intelligent observation be utilized such that problems can be quickly identified, assessed, and addressed, to minimize down time and maintain the flow of work.

Prior well to embarking on any rehabilitation, it is recommended that charts showing historical groundwater elevations and pumping dynamics be prepared from which groundwater production trends can be evaluated. There are three primary causes of declining well production: 1) wells that exhibit stable static water levels, declining pumping water levels, and declining specific capacity are likely impacted by local degradation effects (i.e., well clogging, etc.), 2) wells that exhibit declining static and pumping groundwater levels are likely



impacted by regional groundwater level decline, and 3) wells that exhibit stable water levels and specific capacity, but declining production and/or increasing power consumption may be experiencing pump issues.

Wells that are structurally unsound and/or exhibit undesirable operational conditions such as entrained air, sand, or groundwater quality, may require repair. Repairs can take many forms and may range from simple well redevelopment to more complex solutions such as installation of casing patches, well liners, and/or well sealing. These types of problems usually arise unexpectedly and will typically require an emergency response to quickly bring the well back to service. KGI's firsthand knowledge of the tools needed for diagnosis, and the proper means of mitigating these types of problems, can help to accomplish that goal.

### **Construction Management and Field Observation**

In the interest of cost and the success of any given task order, it is important that projects be tailored to be desirable to contractors without compromising the integrity of the work. Much of this hinges on good working relationships between the contractor, engineer, and hydrogeologist. Our team maintains excellent working relationships with most drilling and pump contractors and water resource engineering firms throughout Southern California. Our geologists are trained to identify critical aspects of any given construction project and recognize potential problems before they arise. Should unforeseen problems arise, we are able to quickly assess the problem and apply our years of experience to developing effective solutions. Our offices are located approximately 90 miles from PWD headquarters, and as such, we can easily mobilize to the field within 24 hours of notification.



### II. STATEMENT OF QUALIFICATIONS

## KYLE GROUNDWATER, INC. // KYLE Groundwater

KYLE Groundwater, Inc. (KGI) is a California Corporation located in Upland. Our company was founded in early 2018 by Mr. Russell Kyle in response to demand for experienced and innovative hydrogeological solutions from our Southern California clients. Since that time, we have established a large local client base of water agencies and purveyors, and are continuing to grow. We have a reputation of approaching each of our projects with fresh eyes and providing a superior and customized work product. Mr. Kyle, a Professional Geologist and Certified California Hydrogeologist, holds the philosophy that an honest, well-thought-out, innovative, and scientifically based approach coupled with a high-quality work product, leads to successful projects. The number and variety of successful projects over the course of his career is testament to that fact. Services offered by KGI include, but are not limited to:

### Water Wells

- Siting
- Feasibility Studies
- Design
- Technical Plans & Specifications
- Construction Management
- Field Observation
- Peer Review

### Permitting Support

- Water Supply Studies
- Source Assessments (DWSAP)
- Domestic Water Supply Permit
- NPDES
- Control Zone Compliance
- Setback Compliance

### Groundwater Basin Studies

- Regional Studies
- Groundwater Quality Characterization
- Perennial Yield Estimates
- Artificial Recharge Feasibility
- Well Field Optimization
- Groundwater Protection
- Well Maintenance Programs

### Groundwater Exploration

- Exploratory Drilling
- Test Wells
- Monitoring Wells
- Depth-Specific Sampling
- Well Canvassing

### Well Rehabilitation and Redevelopment

- Well Condition Assessment
- Well Efficiency Testing
- Down-Hole Video Interpretation
- Flow Profiling
- Water Quality Assessment
- Mechanical and Chemical Treatment
- Well Modification
- Well Repair
- Liner Design
- Technical Plans & Specifications
- Construction Management
- Field Observation

### **PROJECT EXPERIENCE**

Our team has the experience and expertise to deliver highly specialized on-call hydrogeological services as outlined herein. As a testament to this, KGI is currently providing on-call hydrogeological services to Jurupa Community Services District, Lake Arrowhead Community Services District, Long Beach Utilities Department, and California Water Service Company. The following pages include a selection of reference projects that demonstrate a proven track record with recent project-relevant experience. Key members of our team outlined in this proposal held significant roles within these reference projects. The client references listed in this section can attest to the quality of our services, delivery capability, and our level of ownership.



# PALMDALE WATER DISTRICT Well Rehabilitation Prioritization Program

Location:	Palmdale, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, GIS/Hydrogeologic Support Michael Dykstra, Hydrogeologic Support / Field Inspection
	Palmdale Water District
Client:	Scott Rogers, PE
Chefft.	srogers@palmdalewater.org
	661-456-1020
Completion Date:	Open Contract
Total Cost:	\$139,992

Palmdale Water District (PWD) meets the water demand of its almost 28,000 service connections through a combination of treated surface water from the State Water Project (SWP), and groundwater pumped from water supply wells. PWD's twenty two (22) active groundwater production wells account for approximately 40 percent of water supplied to its customers, the majority of which is pumped directly into the distribution system following disinfection. PWD's primary goal for this project is to prepare a roadmap to maximize local water supply sources and reduce reliance on costly imported water. This planning document will guide PWD in decision making for future well maintenance and well replacement projects designed to optimize and maintain production capacity. It will identify those wells that are in most need of rehabilitation and that offer the best chance for success at the lowest cost. It will also identify wells that should be operated to failure while planning for replacement.

KGI developed a rehabilitation and replacement prioritization plan for the PWD well field, consisting of the previously mentioned 22 active groundwater production wells. This project involved a thorough evaluation and



ranking of each well as to overall condition, rehabilitation feasibility and estimated remaining well life. Additional components of the project included development of modular technical specifications for well rehabilitation, and rehabilitation of up to three wells, including ongoing technical specifications and bid support.



# PALMDALE WATER DISTRICT Drilling and Equipping of Well No. 36

Location:	Palmdale, CA					
	Russell Kyle, Project Manager/Hydrogeologist					
	Kimberly Makar, Permitting/GIS					
Dorsonnoli	Michael Dykstra, Hydrogeology/Inspection					
r ersonner.	Stephanie Lambert, Hydrogeology/Inspection					
	Troy Terrett, Hydrogeology/Inspection					
	Belle Thogmartin, Hydrogeology/Inspection					
	Hazen / Palmdale Water District					
Client	Scott Rogers, PE					
Chefft.	srogers@palmdalewater.org					
	(661) 456-5319					
Completion Date:	Est. late-2024					
Total Cost:	\$178,800					

Mr. Kyle was the technical lead for siting, permitting, design, and installation of new municipal water supply well for Palmdale Water District. A well siting study and site feasibility assessment was conducted, from which a preliminary design was prepared, including anticipated well capacity and groundwater quality, preliminary design, construction logistics, and identification of construction and permitting constraints.

Specific project tasks included preparation of a preliminary design report, comprehensive well permitting (including, CEQA support, Domestic Water Supply Permit Amendment, and DWSAP documents), preparation of technical plans and specifications, and bidding support. KGI provided construction management and inspection services, during execution of the contract. The well has been successfully constructed and the equipping design has begun. The well is anticipated to produce approximately 1,200 gpm and was successfully tested at that rate.

Work has begun on siting a second well, Well No. 37, which includes regional aquifer testing to more accuretly estimate aquifer parameters, and such that more accurate groundwater modeling can be utilized to develop minimum distances from future recycled water recharge facilities.



# LONG BEACH UTILITIES DEPARTMENT ON-CALL CONTRACT FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES

Location:	Long Beach, California						
	Russell Kyle, Project Manager/Hydrogeologist						
Domonali	Kimberly Makar, Permitting/GIS						
reisonnei.	Michael Dykstra, Hydrogeological Support						
	Stephanie Lambert, Hydrogeological Support						
	Long Beach Utilities Department						
Client	Wendy Chen, PE						
Chefft.	wendy.chen@lbwater.org						
	562-570-2324						
Completion Date:	Ongoing						
Total Cost:	\$50,000 (2020-21) / \$60,000 (2021-22) / \$60,000 (2022-23)						

KGI was selected by Long Beach Utilities Department (LBUD) to provide annual on-call hydrogeological services, including but not limited to provide on-call hydrogeological services to provide predesign, design, bid, preconstruction, construction, and post-construction support services for groundwater resource related projects on an as-needed basis. Projects and tasks during the period from 2020 through 2023 have included well siting evaluation, general well permitting support, preparation of technical specifications, grant funding support, reporting, emergency well condition assessment and repair recommendations, construction management and inspection, and preparation of a well maintenance program.

At any given time, one or more of LBUD's wells may be out of service due to mechanical and/or structural failure, or to allow for well and/or pump maintenance, and as such, LBUD is not fully utilizing local groundwater supplies. The objective of the well maintenance program was to develop a framework that would serve as a foundation for developing a more effective program for long-term operation, monitoring, and maintenance of wells such that local groundwater resources can be optimized, and utilized to the fullest. The primary recommendation to LBUD included development of a rigorous groundwater monitoring program to ensure that a standard methodology is employed for the collection of data and such that a solid baseline can be developed from which to make informed decisions regarding well maintenance. Critical components of this program would include a field monitoring protocol and data management plan (i.e., field monitoring procedures, quality assurance and control processes, data



management, and development of a coherent relational database). This database would form the basis for annual well performance audits, including well performance review and condition assessment. This effort was instrumental in the ongoing development of LBUD's Well Asset Management Program (WAMP).

# **DESERT WATER AGENCY** Well Nos. 44 and 45 Condition Assessments

Location:	Palm Springs, CA
Personnel:	Russell Kyle, Project Manager/Hydrogeologist Kimberly Makar, Field Inspection/Hydrogeologic Support Michael Dykstra, Field Inspection/Hydrogeologic Support
	Desert Water Agency
Client	Ryan Molhoek, PE
Chefft.	rmolhoek@dwa.org
	760-912-5511
Completion Date:	October 2023
Total Cost:	\$238,000

Desert Water Agency (DWA) Well Nos. 44 and 45, both of which were drilled and constructed in 2005, never equipped, and have remained capped and idle since that time. DWA contacted KGI to assess the wells and evaluate the feasibility of bringing one or both of the wells into service. A phased approach was recommended, whereby each phase was designed to provide early identification of critical issues that could curtail consideration of one or both of the wells from further investigation. Each phase becomes increasingly intrusive and complex as the viability of the wells becomes more evident. The three phases included: 1) a preliminary assessment of the current physical condition and viability of each well, 2) an estimate of pumping capacity and groundwater quality through use of focused intake pumping, and 3) implementation of a full-scale program of well rehabilitation and redevelopment.



KGI completed the condition assessments, which included downhole video surveys to determine the degree of corrosion, mineral encrustation, and/or bacterial activity that may be present. Electromagnetic casing inspection surveys were conducted to evaluate the degree of metal loss and structural integrity of the well casing and screen, and identify any areas of significant concern that may have required repair. Construction logistics were considered for each site, along with the feasibility of permitting each of the wells for operation with the California State Water Resources Control Board. Phase I of this work has been completed and both wells were determined to be viable for further evaluation. KGI has completed Phase II well capacity and water quality testing, and Phase III redevelopment and testing, and has recommended that the well be equipped and returned to service.

# LONG BEACH UTILITIES DEPARTMENT Drilling and Equipping of Alamitos Well 9A and 14

Location:	Long Beach, CA					
	Russell Kyle, Project Manager/Hydrogeologist					
	Kimberly Makar, Permitting/GIS					
Damonnal	Michael Dykstra, Hydrogeology/Inspection					
Personner:	Stephanie Lambert, Hydrogeology/Inspection					
	Troy Terrett, Hydrogeology/Inspection					
	Belle Thogmartin, Hydrogeology/Inspection					
	Long Beach Utilities Department					
Client	Nikolas Baykal, PE					
Chefft.	Nikolas.baykal@lbwater.org					
	562-570-2347					
Completion Date:	Est. October 2024					
Total Cost:	\$1.81M					

Utilities Department Long Beach (LBUD) is seeking to increase water supply reliability and optimize local supply water by maintaining а production well field capacity of 32,692 acre-feet per year (AFY) through the year 2032. Due to the advanced age and poor condition of the well field, it is anticipated that reaching this goal will require rehabilitation of 19 existing wells to increase production from existing sources of supply, and construction of at least 12 new wells. Based on recommendations of the Collection Main and New Well Site Study prepared by KGI, a plan was implemented to install 12 new water supply wells within



the next 10 years. This project is one of several well installation projects aimed at meeting this goal.

KGI is tasked with providing services to support destruction of three existing wells along with installation of the two new wells within Stearns Park. The scope of work includes well siting, permitting, preliminary well and equipping design, final design and preparation of technical specifications, bidding, and construction management and inspection. Particular challenges of this project include a difficult permitting environment combined with logistical considerations of installing wells within a heavily utilized park. Both wells have been successfully installed and are nearing completion of equipping design.



## III. <u>Project Team</u>

Bringing 25 years of local water supply experience to this project, Mr. Russell Kyle will serve as our Principal-in-Charge (PIC) and Project Manager (PM) and will coordinate directly with PWD and other team members throughout the course of any given task order. All work will be conducted by or under the direct supervision of a California Professional Geologist (PG) or Certified Hydrogeologist (CHG), wherever appropriate. Each member of our project team is identified in the organizational chart at right along with their respective roles for this project. Brief biographical sketches are provided below, along with resumes for key personnel. Each member of our team will be available for the duration of the project and will not be reassigned without prior written approval.

# RUSSELL KYLE, PG, CHG

### PRINCIPAL HYDROGEOLOGIST / PROJECT MANAGER

Licenses and Certifications: Professional Geologist, No. 7648 Certified Hydrogeologist, No. 822

Mr. Kyle will serve as project manager and will be the direct contact with PWD. He will coordinate with staff and contractors on a regular basis to ensure that task orders are completed on time, within budget, and of the utmost quality.

Mr. Kyle has 25 years of experience with a wide variety of groundwater resource related projects for public and private clients within the western United States, Mexico, and Africa, with a focus on groundwater resources development in Southern California. The scope of his technical experience includes groundwater basin evaluations, water supply studies, well siting investigations, artificial recharge feasibility evaluations, well field condition assessments, well rehabilitation, desalination feedwater supply studies, and geophysical surveys. Over the course of his career he has been responsible for siting and installation of more than 150 water supply wells and 70 monitoring wells and exploratory borings, including management of field inspectors, coordination with drilling contractors and regulatory agencies, permitting, well design, and construction management. He has completed more than 38 high profile well assessment, rehabilitation, and redevelopment projects within Southern California within the past 5 years, and is currently working on a variety of phases supporting installation of twelve municipal water supply wells. Mr. Kyle is active within the water resources community as past-Chair to the AWWA CA NV Water Well Technology Committee, voting member of the AWWA National Well Standards Committee, and as part of an expert technical advisory panel assisting with development of an updated version of the California Department of Water Resources Well Standards.

# KIMBERLY MAKAR, PG

### PROJECT GEOLOGIST / GIS / FIELD OBSERVATION

Licenses and Certifications: Professional Geologist, No. 10044

Project Responsibilities: Ms. Makar will serve as a project geologist and provide hydrogeological support to Mr. Kyle, as well as, GIS, permitting, and field observation, as necessary.

Ms. Makar is a geologist with eight years of experience in the water resource and mining industries. She began her career as a manager of the dewatering program at an open-pit copper mine in Nevada, for which she was responsible for developing and executing multi-million-dollar groundwater dewatering programs. Since 2014 she has been providing professional consulting services to the water resources industry in Southern California with an emphasis on new well installation and well rehabilitation. Ms. Makar served as field inspector during a number of recent well construction and rehabilitation projects for agencies such as California Water Service



Mr. Kenny Yao	Qualifications for As-Needed Professional Engineering and
January 23, 2024	Technical Services (Renewable Annual Contract, Three Year)

Company, Palmdale Water District, City of Hemet, City of Tustin, City of San Jacinto, Long Beach Utilities Department, Chino Desalter Authority, Three Valleys Municipal Water District, and Gage Canal Company, and leads our permitting efforts during planning and construction of municipal water supply wells.

### MICHAEL DYKSTRA, PG

### Hydrogeology / Field Observation

Licenses and Certifications: Professional Geologist, No. 10239 Project Responsibilities: Mr. Dykstra will serve as a staff geologist and provide hydrogeological support and field inspection services.

Mr. Dykstra has 10 years' experience in the Southern California housing construction industry, where he worked closely with project managers to ensure projects were completed properly and in a timely manner. He received a Bachelor of Science degree in Geology from California State Polytechnic University – Pomona in 2017 and is currently seeking a Master of Science degree in the same subject. Since January 2020, Mr. Dykstra has been providing professional consulting services and support to the water resources industry in California, which includes field inspection for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design. He has been an integral part of many well installation and rehabilitation projects throughout southern and northern California

### STEPHANIE LAMBERT

### HYDROGEOLOGY / FIELD OBSERVATION

Ms. Lambert received a Bachelor of Science degree in Geology from California State Polytechnic University, Pomona. Stephanie has several years' experience in the geotechnical field, providing oversight during all aspects of mass grading operations, including geological mapping and interpretation, coordination with governmental and regulatory agencies, and collection of data from a variety of borehole drilling and exploration methods. She has more recently been providing field observation for new water supply wells and well rehabilitations.

# TROY TERRETT

### Hydrogeology / Field Observation

Mr. Terrett received a Bachelor of Science degree in Earth Science and Geohydrology from the University of California, Santa Barbara. Mr. Terret has been providing field observation for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design. He is currently providing inspection services for Mission Springs Water District and California Water Service Company.

### **BELLE THOGMARTIN**

### HYDROGEOLOGY / FIELD OBSERVATION

Ms. Thogmartin received a Bachelor of Art degree in Environmental Studies from California State Polytechnic University, San Bernardino. Belle has been providing field observation for new water supply wells and well rehabilitations, and hydrogeologic support for groundwater quality studies, permitting, well siting, and design. She has recently been providing field observation for new water supply wells and well rehabilitations throughout Southern and Northern California.





PALMDALE WATER DISTRICT

# STATEMENT OF QUALIFICATIONS As Needed Professional Engineering and Technical Services (Renewable Annual Contract, Three Year)



January 2024



### TRANSMITTAL LETTER

January 23, 2024 Palmdale Water District 2029 E Avenue Q Palmdale, CA 93550

 Attn:
 Mr. Kevin Yao, Senior Engineer

 Subject:
 Statement of Qualifications for As Needed Professional Engineering and Technical

 Services (Renewable Annual Contract, Three Year)

Dear Kevin,

We understand that the Palmdale Water District intends to enter into contracts with a Professional Engineering and Technical Services firm to provide As-Needed Professional Engineering and Technical Services.

- Effective and Reliable Project Manager: Our proposed project manager, Tony Akel, offers the value of a seasoned effective and reliable project manager on wet infrastructure master plans and related studies. Tony has a proven record of accomplishments in establishing effective working relationships with client staff and successfully producing concise and quality products.
- **Specialty Hydraulic Modeling and Master Planning Firm:** Our firm specializes in the development of GIS asset inventories and developing digital twin models, model calibrations, hydraulic analysis, risk analysis and condition assessment, and preparation of infrastructure master plans. We have over 75 years of combined specialty experience in hydraulic modeling, servicing clients throughout our state, and assisting agency staff in making informed decisions. Both Tony Akel and Brad Kooiman are very familiar with the PWD hydraulic water model.
- Strong Collaboration, Quick Response and Quality Deliverables: Our extensive professional experience, our strong collaboration with stakeholders, and our approach to project management and attention to details, allow us to work efficiently, respond quickly, and communicate effectively with quality deliverables.

We have reviewed the RFQ and accept all terms. Our team is committed and eager to working with you and your staff. We thank you for your consideration and look forward to hearing from you during the selection phase.

Respectfully Submitted, AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E., D.WRE President

Tony Akel, P.E., D.WRE, President 7433 North First Street, Suite 103, Fresno, CA 93720 Office: (559) 436-0600 | Mobile: (559) 593-5937 takel@akeleng.com | www.akeleng.com

# A. SPECIFIC TECHNICAL CAPABILITIES OF THE FIRM

Akel Engineering Group, Inc. (Akel) is a digital water engineering firm with over **75 years of combined staff experience** providing consulting services in water resources infrastructure modeling and master planning. Akel has developed a proven efficiency gained through many years of successful project management and implementation and is recognized in the industry for our **commitment to providing clients with high quality accurate products**. We proudly serve clients throughout the state of California, and we continually strive to bring industry leading products and expertise to each of our projects.



The firm's **infrastructure planning services** include hydraulic modeling, water quality modeling, risk and condition assessment, and infrastructure master planning for: water distribution, wastewater collection, non-potable/recycled water, irrigation, and storm drainage system master plans. Planning-related specialties include urban water management plans, water supply assessments, hydraulic model development and calibration, capital improvement budgets, cost sharing analysis, model conversions and GIS development and integration. Akel maintains state-of-the-art hydraulic modeling, water quality modeling, surge analysis, and risk and condition assessment modeling applications. These software packages include **Innovyze's InfoWater Pro**, **InfoSWMM**, **InfoSewer**, **InfoSurge**, and **InfoAsset Planner and Aquanuity's AquaTwin Sewer**, **Water**, and Assets.

# FIRM SIZE AND AVAILABILITY

Akel Engineering Group, Inc. employs 15 staff members, including our Principals, Associate Engineers, Assistant Engineers, GIS Specialists, and Administration. We will have 4 staff members dedicated to working with Palmdale Water District.

Staff	Availability for Project
Tony Akel	40%
Brad Kooiman	60%
Cheng-Yu Tsou	70%
Steven Hash	70%

# **LIST OF SERVICES**

	OUR MARKET									
<ul><li>Wate</li><li>Waste</li><li>Non-I</li></ul>	r Distribution Systems ewater Collection Systems Potable/Recycled Water Systems	•	<ul><li>Storm Drainage Systems</li><li>Irrigation Delivery Systems</li></ul>							
	OUR S	ER	VICES							
• Utility and A	y Hydraulic Capacity Modeling nalysis	•	GIS-Based Hydraulic Model Development and Calibration							
• Water Analy	Quality Modeling and Surge sis	•	Pipelines Risk and Condition Assessment							
• Optim	izing Systems Operations	•	Cost Estimating and Cost Sharing Analysis							
• Water	Demand and Supply Analysis	•	Capital Improvement Budgets and Construction Triggers							
	OUR P	RO	DUCTS							
• Calib	rated Hydraulic Models	•	Urban Water Management Plans and Water Supply Assessments							
• Syster Plans	m-Wide Comprehensive Master and Special Local Studies	•	Water Supply Resilience Plans							
• Pipeli Plans	ne Renewal and Replacement	•	Utility GIS Mapping							

# **UNIQUE QUALIFICATIONS**

Akel Engineering Group is a digital water engineering firm providing water master planning services to include **hydraulic model developments and updates**, dynamic model calibrations, **capacity evaluations**, operations optimization, capital improvement budgets, cost sharing analysis, risk and condition assessments, and infrastructure master planning.

We are submitting on the following Scope of Work tasks listed under Preliminary Design (Task III.B) in the RFQ:

- Perform hydraulic modeling, analysis of the water system and the impacts of new system connections of the District's system. The current water system model is InfoWater from Innovyze.
- Provide preliminary construction cost estimates for planning and budgeting.

# **B. PRIOR EXPERIENCE IN AS-NEEDED PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES, CLIENT CONTACT NAMES, EMAIL, AND PHONE NUMBERS**

This section includes our firm's relevant experience on similar projects, including client contact information.

<b>Relevant Project 1:</b>	The objective of this project was to perform hydraulic analyses in							
SANTA CLARITA VALLEY WATER AGENCY 2017 – 2023 Model Development for the Newhall System and Fire Flow and Water Quality	support of ongoing operational improvements and planned developments across the service area. The hydraulic modeling tasks were completed using the District's calibrated water model developed in the InfoWater Pro software suite.							
Analysis	Client Reference 1:							
1 <b>Mary</b> 515	Mike Alvord, Director of Operations and Maintenance							
	(661) 702-4429							
	malvord@scvwa.org							
Relevant Project 2: WEST VALLEY WATER DISTRICT 2019 – 2023 Water System Master Plan	The objective of this master plan update was to evaluate West Valley Water District's water distribution system, identify and recommend improvements necessary to service current and future water demands, and develop a prioritized capital improvement program (CIP).							
	Client Reference 2: Linda Jadeski, Engineering Services Manager (909) 875-1322							
	ljadeski@wvwd.org							

<b>Relevant Project 3:</b>	The objective of this project was to perform hydraulic analysis for
CITY OF SANTA ANA 2021-2023 Water Hydraulic Model Evaluation Studies	several developments based on Water Guidelines specified by the City. One of the projects was triggered due to a proposed development and required a comprehensive evaluation of the City's existing water distribution system. The hydraulic analysis results identify water system deficiencies and recommend a list of preliminary improvements required accommodate the future development. Client Reference 3: Heidi Chou, PE, Senior Civil Engineer (714) 647-3571 hchou@santa-ana.org
<b>Relevant Project 4:</b>	East Orange County Water District (EOCWD) is a retail and
EAST ORANGE COUNTY WATER DISTRICT 2022 – 2023 Hydraulic Model Updates, Fire Flow Analysis and Design Support	wholesale water district that covers a service area of approximately 10,000 acres. As part of this project, Akel updated EOCWD's existing retail water distribution hydraulic model to achieve a one- to-one relationship with the GIS database. This project included updating physical attributes such as pipeline diameter, connectivity and alignments in the existing hydraulic model. Akel also used the updated hydraulic model to perform fire flow analysis for specific developments and support ongoing design projects, as needed. Client Reference 4: Jeff Smyth, PE, Engineering Manager (714) 538-5815 Ext. 211 jsmyth@eocwd.com
<b>Relevant Project 5:</b>	The objective of this analysis was to update and evaluate the City
CITY OF FRESNO 2015 – 2023 GIS-Based Hydraulic Model Development, Calibration, and Analysis for the SESWTF	of Fresno's water distribution system, identify, and recommend improvements necessary to convey water from a new 80 mgd surface water treatment plant to the core of the City, and convert the existing steady- state model to an extended period simulation (EPS) model. An EPS model calibration was also performed as part of this project.
	Client Reference 5:
	<b>Brock Bucne, PL, PLS,</b> Director of Public
	(559) 621-1610
	Brock.Buche@fresno.gov

# C. DEMONSTRATED TIMELINESS ON SIMILAR PROJECTS

The Palmdale Water District can expect a strong Line of Communication from our proposed Project Manager and Principal-in-Charge, Tony Akel. Tony will serve as the primary contact for correspondence between District Staff and Akel Engineering Group, Inc. Additional technical staff will be allocated, as needed, to provide quick response and support to address District needs. Our goal is to provide high

Our mission on this project is to provide the Palmdale Water District with high quality products that meet the project requirements, efficiently, while promoting a flexible teamwork approach.

quality products while promoting a flexible teamwork approach to ensure timely responses to District requests.

We Rely on Direct Communication and Teamwork with District staff:

- We plan, coordinate, and manage the Project in order to achieve Project goals within the approved budget and schedule.
- We prepare and maintain the Project schedule on a regular basis.
- We effectively communicate project status via e-mail, written correspondence, phone, and meetings.
- We work closely with Palmdale Water District's engineering staff.
- We develop Project alternatives and resolution to issues in a timely manner.
- We provide direct supervision over work product of staff and subconsultants.
- We provide quality control/quality assurance.



# **D. PROPOSED PROJECT TEAM AND EXPERIENCE ON AS-NEEDED PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES**

This section includes our proposed project team and their experience.





Steven Hash

Senior GIS Analyst

Tony Akel, P.E., PACP, D.WRE, Principal-in-Charge



Our commitment to personnel continuity is designating Tony Akel as the project manager. Tony Akel has over 38 years of specialized

professional experience in providing planning and design services related to the water supply and distribution, sewer collection, stormwater collection, recycled water distribution,

Tony Akel is an active member of APWA, ASCE, AWWA, and AAWRE. He is currently serving on the Boards of APWA, ASCE, and AAWRE.

and irrigation water delivery infrastructure. Tony is especially effective in developing and maintaining clear project communications that provide intuitive and quick responses to challenges as they surface and result in successful project completions.



### Brad Kooiman, P.E., PACP, Principal

Brad Kooiman has over 16 years of specialized experience, as a hydraulic modeling task manager on a variety of water system evaluations and master plans, including the Newhall Water System Master Plan

Brad Kooiman is intimately familiar with the PWD Hydraulic Water Model.

for Santa Clarita Valley Water Agency, ongoing planning studies for Coachella Valley Water District, and performing hydraulic and water quality analysis for integrating a new 80 mgd water treatment facility for the City of Fresno. He is trained and experienced in using a number of

Akel Engineering Group, Inc.

modeling software, including Innovyze's InfoWater Pro, Aquanuity Water, Water CAD, InfoSewer, and InfoAsset Planner. He is experienced in hydraulic model calibration, resolving GIS data discrepancies, analyzing water system hydraulic performance, developing hydraulic improvements and corresponding capital cost estimates.

### Cheng-Yu Tsou, EIT., Associate Engineer

Cheng-Yu will serve as a staff associate engineer for this project. He has over 3 years of specialized experience as a hydraulic modeling task assistant on a variety of water evaluations. He is trained and experienced in using a number of hydraulic modeling

software, including Innovyze's InfoWater Pro, InfoSWMM, InfoSewer, and InfoAsset Planner. He is experienced in hydraulic model calibration, resolving GIS data discrepancies, and analyzing water system hydraulic performance. Mr. Tsou also has experience in assisting with the development of Capital Improvement Programs to conform to AB 1600 and the development of construction triggers to identify timing of improvements, development of Urban Water Management Plan and Water Shortage Contingency Plan to conform to SB 610 and the development of Water Supply Assessment to conform to Water Code 10910-10915.



### Steven Hash, Senior GIS Analyst

Steven Hash has over 7 years of specialized GIS experience in performing analysis and analysis support tasks for a variety of hydraulic model development projects. Experience includes digitizing water and sewer systems using exported CAD data

and As-Built files for use in updating hydraulic models. He has digitized planning areas for use in updating the demands or loads in hydraulic models. Mr. Hash has developed GIS Plat Sheets for water, sewer, storm drainage, and irrigation systems, is skilled in generating miscellaneous master planning exhibits, and has extensive knowledge in creating multi-figure packets using data driven pages.

# E. DEMONSTRATED ABILITY TO PREPARE THE AS-NEEDED PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES WITH COST SAVING/COST EFFECTIVE SOLUTIONS

Our project management approach is centered around stakeholders' collaboration and engagement, effective communication, quick response to clients urgent requests, developing innovative and cost-effective solutions to challenging issues, a commitment to providing high quality deliverables, and providing long term as-needed support to staff.



Our success factors, discussed in the previous section, start with stakeholder collaboration and

engagement, and continues with effective communication throughout the project. We communicate often and at critical milestones and at key decision points, and with submittals that include "decision packages" (not just when submitting the technical memorandums). The key decision packages keep the team informed and a part of the decision process throughout the way. When the

Our project management approach is centered around stakeholders' collaboration and engagement, effective communication, intuitive solutions, and **long-term support** with expert advice.

technical memorandums are submitted, there are no surprises, and when the final report is issued, all the information has already been covered in either the technical memorandums or in the "decision packages".

PWD is requesting qualifications from experienced consulting firms for on-call services to include the following tasks:

 Perform hydraulic modeling, analysis of the water system and the impacts of new system connections of the District's system. The current water system model is InfoWater from Innovyze.



• Provide preliminary construction cost estimates for planning and budgeting.

Our team at Akel Engineering Group has an established reputation for providing these specialty hydraulic modeling and infrastructure planning/developer support services to our clients throughout the state. We are currently providing very **similar on-call support services** to the following selected clients:



# F. EXAMPLES OF EFFECTIVE SERVICES AS-NEEDED PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES

This section includes examples of anticipated services for as-needed professional engineering and technical services, as they related to hydraulic modeling. The exhibits are extracted from studies completed for **Santa Clarita Valley Water Agency** and **East Orange County Water District**.

### Task 1 - Hydraulic Model Update and Maintenance

The PWD hydraulic model may need updates and recalibration to keep it current and reflect the latest demands and operational conditions.

1.1. Kickoff Meeting and Confirm Objectives

1.2. Data Collection. This task includes submitting a data request matrix.

1.3. Update Water Demands. This task consists of updating the model to redistribute the 2023 water billing records and adjusting to 2023 production.



1.4. Update Model with Recent Infrastructure. This task includes comparing to the PWDs most recent GIS files, and requesting construction drawings for recent infrastructure.

1.5. Calibrate Hydraulic Model to EPS. This task consists of calibrating the model to 2023 SCADA data.

### Task 2 - Hydraulic Modeling for New Developments

This task may include investigating potential impacts on the distribution systems from scenarios such as, but not limited to, (a) new water sources and booster pump stations, (b) new development, and (c) phased construction activities of new water infrastructure.



2.1 Confirm and Document Desired Analysis Scenarios.

This task consists of working with staff to document the various desired scenarios (WTP productions, seasonal demands, projection year, developments, etc.).

2.2 Analysis for New Developments. This task includes assessing the impact of proposed imminent and long-term development.

2.3 Analysis for Construction Phasing. This task includes prioritizing and phasing improvements based on hydraulics and other requirements.

### Task 3 – Technical Memorandum

This task includes technical memorandums to document the requested work efforts. The TM will include the following sections: Purpose, Scenarios Incorporated in Work, Assumptions in Model, Hydraulic Model Results with Exhibits and Tables, and Recommendations.



# G. IDENTIFICATION AND QUALIFICATIONS OF PROPOSED EMPLOYEES ASSIGNED ON THE PROJECT

The identification and qualifications of our proposed project staff certifications are summarized in the following table.

<b>Project Staff</b>	Years of Experience	Licensures/Certifications
Tony Akel, PE, D.WRE, PACP	38	<ul> <li>Professional Engineer (California) License No. C-41682</li> <li>Professional Engineer (Washington) License No. 46708</li> <li>NASSCO PACP U-0321-70401503</li> </ul>
Brad Kooiman, PE, PACP	16	<ul> <li>Professional Engineer (California) License No. C-82658</li> <li>NASSCO PACP U-0321-70401505</li> </ul>
Cheng-Yu Tsou, EIT	3	<ul><li>Engineer-In-Training (California)</li><li>Certificate No. 178598</li></ul>
Steven Hash, GIS	7	GIS Certificate of Completion

Akel Engineering Group, Inc.

# H. IDENTIFICATION AND QUALIFICATIONS OF ANY SUB-CONSULTANTS PROPOSED TO BE USED ON THE PROJECT

Akel Engineering Group, Inc. performs the tasks associated with hydraulic modeling and associated studies. We are **not including subconsultants** for hydraulic analysis related tasks.

# I. DEMONSTRATED KNOWLEDGE OF LOCAL CONDITIONS, THE STATE WATER PROJECT, THE DEPARTMENT OF WATER RESOURCES AND THE DEPARTMENT OF DRINKING WATER

Akel Engineering Group, Inc. has previously worked with Palmdale Water District staff,

developed a GIS-based hydraulic model, calibrated the model, performed hydraulic analysis to optimize system operations, performed water age analysis, and developing improvements and planning level cost estimates. Our current staff are very familiar with the hydraulic model, its supplies, its pressure zones, and will hit the ground running.

Akel has previously worked with PWD staff, developed and calibrated a GIS-based hydraulic model, and performed hydraulic analysis to optimize system operations.

# J. RESUMES OF PROJECT TEAM

Our staff's 2-page resumes are included in the Appendix.



# **BOARD MEMORANDUM**

DATE:March 11, 2024TO:BOARD OF DIRECTORSFROM:Mr. Scott Rogers, Engineering ManagerVIA:Mr. Dennis D. LaMoreaux, General ManagerRE:CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING THE GENERAL<br/>MANAGER TO ENTER INTO AN AGREEMENT WITH ROYAL INDUSTRIAL SOLUTIONS<br/>FOR THE PURCHASE OF THE MOTOR CONTROL CENTER FOR THE PURE WATER<br/>ANTELOPE VALLEY (AV) DEMONSTRATION FACILITY. (\$326,615.13 - BUDGETED<br/>WORK ORDER NO. 22-653 - ENGINEERING MANAGER ROGERS)

### **Recommendation:**

Staff recommends the Board authorize the General Manager to enter into an agreement with Royal Industrial Solutions for the purchase of the Motor Control Center (MCC) for the Pure Water AV Demonstration Facility in the amount of \$326,615.13.

### Alternative Options:

The alternative is to not purchase the MCC and add this to the construction bid for the Demonstration Facility.

### Impact of Taking No Action:

Taking no action would result in a delay of the Project due to long lead items for electrical equipment.

### **Background:**

Staff and the District's program manager, Stantec, have been pursuing the implementation of Pure Water Antelope Valley (Pure Water AV), a regional recycled water program to address and improve water supply resiliency and groundwater aquifer management. Pure Water AV is planned to be an indirect potable reuse (IPR) project to be permitted under Title 22 Code of California Regulations for groundwater augmentation via direct injection. The District plans to construct an Advanced Water Treatment Demonstration Facility (Demonstration Facility) to provide a place for public education, training, and tours, demonstration testing for permitting approval, and development of the full-scale design criteria.

Staff prepared a solicitation and received vendor quotes that met the technical specifications for the MCC. The MCC receives the power from the electric utility and distributes the electricity throughout the facility. Staff received four quotes from vendors and are summarized in the Summary of Quotes (attached).

Stantec reviewed the lowest bidder's equipment documents for compliance with the bid requirements and the quote. The lowest bid is responsive and provides the shortest time to delivery.

### Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability.

This item directly relates to the District's Mission Statement.

### **Budget:**

This item is budgeted under Work Order No. 22-653.

### Supporting Documents:

- Summary of Quotes
- Royal Industrial Solutions Quote

				Royal Industrial Solutions		Technology International, Inc Walt		Walter's Wh	/alter's Wholesale Electric		
Line		Quantit	Unit of								
ltem	Description	y	Measur	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	Advanced Water Treatment (AWT) Area										
1	Motor Control Center	1	EA	\$38,047.00	\$38,047.00	\$65,055.00	\$65,055.00	\$0.00	\$0.00	\$620,000.00	\$620,000.00
2	Freight	1	LS	\$1,445.00	\$1,445.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Тах	1	LS	\$4.047.981	\$4.047.981	\$0.00	\$0.00	\$0.00	\$0.00	\$63.550.00	\$63.550.00
-	Total	_		<i>•</i> • • • • • • • • • • • • • • • • • •	\$43,539,981	,	\$65.055.00		\$0.00	+/	\$683,550.00
				<b>Royal Industr</b>	ial Solutions	Technology I	nternational, Inc	Walter's Wh	olesale Electric	<b>CED Lancaster</b>	<i><i><i>vvvvvvvvvvvvv</i></i></i>
Line		Quantit	Unit of								
ltem	Description	y	Measur	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Brine Management Area Motor Control	1	EA	\$249,702.50	\$249,702.50	\$405,505.00	\$405,505.00	\$0.00	\$0.00	\$650,000.00	\$650,000.00
2	Frieght	1	LS	\$7,055.00	\$7,055.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Tax	1	LS	\$26,317.64	\$26,317.64	\$0.00	\$0.00	\$0.00	\$0.00	\$66,625.00	\$66,625.00
	Total				\$283,075.14		\$405,505.00		\$0.00		\$716,625.00
				Royal Industri	ial Solutions	Technology I	nternational, Inc	Walter's Wh	olesale Electric	CED Lancaster	
Line		Quantit	Unit of								
ltem	Description	У	Measur	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Combined Motor Contro Center	1	EA	\$287,750.00	\$287,750.00	\$470,560.00	\$470,560.00	\$617,067.50	\$617,067.50	\$1,270,000.00	\$1,270,000.00
2	Freight	1	LS	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	lax	1	LS	\$30,365.63	\$30,365.63	\$0.00	\$0.00	\$59,920.21	\$59,920.21	\$130,175.00	\$130,175.00
	Iotai				\$326,615.63		\$470,560.00		\$663,659.20		\$1,400,175.00
				Royal Industr	ial Solutions	Technology I	nternational, Inc	Walter's Wh	olesale Electric	CED Lancaster	
								Weeks	s Equipment		
						VFD - 6 Wee	eks Submittals, 52				
Estimated Date of Delivery			Submittal D	Drawings: 6-8			Weeks	Equipment	Submittals sh	ould take less	
			We	eeks.			SWITCHB	OARD 3 Weeks	than 1 week. N	CC 175 working	
			Shipping: 30-	35 Weeks after			Submitt	als, 35 Weeks	days and the sv	vitch boards are	
			drawings a	re approved.	Est. 50	Weeks ARO	Eq	uipment	265 worl	king days.	



It is our pleasure to provide the herein proposal for your consideration. This proposal considers the applicable design, plans, and specifications and reflects such to the best of our interpretation. Should you have any questions or concerns, please do not hesitate to contact Royal Industrial Solutions.

### 1. FREIGHT TERMS AND VALIDITY OF QUOTED PRICE

- a. FOB Point of shipment, freight allowed. Add 2% for FOB Destination.
- b. Quote valid for 30 days.
- c. Payment: Per CED terms and conditions. Payment is due by the 15th of the month following purchase. A service charge of 1.5% per month, but not to exceed the highest amount allowed by applicable law, shall be made on all sums due Royal that have not been paid within 30 days from the invoice date, and Buyer agrees to promptly pay said service charge.
- d. Standard CED terms and conditions apply. Full terms and conditions available upon request.
- e. No contractor payment discounts.
- f. Royal Industrial Solutions shall not be responsible for any failure to perform, or delay in performance, and Buyer shall not be entitled to any damages resulting thereof. Royal Industrial Solutions is not responsible for Acts of God.
- g. Payment sequence to Royal Industrial Solutions: 100% Due upon delivery.

### 2. NOT INCLUDED IN QUOTED PRICE:

- a. <u>Miscellaneous Materials</u>: Safety switches, fuses, transformer lugs, high voltage connectors, Korfund pads, isolation pads, relays, contactors, time clocks, insulating mats, and other miscellaneous items unless they are specifically identified on the bill of material.
- b. <u>Services and Labor</u>: Protective device studies, seismic anchoring calculations, field testing, training, installation, field adjustments, field testing, and other services/labor are not included unless specifically identified on the bill of material.



### **Bill of Material Pricing**

Item Number	Product ID	Description	Quantity	Quantity Unit	Extended Net
100	MCC2100-	Palmdale W-MCC-1A -	1	EA	\$33,500
	ENG	OP1			
300	MCC2100-	Palmdale W-MCC-1B -	1	EA	\$227,500
	ENG	OP1			
500	MCC2100-	Palmdale W-MCC-1A -	1	EA	\$30,000
	ENG	OP2			
600	MCC2100-	Palmdale W-MCC-1B -	1	EA	\$227,500
	ENG	OP2			
700	MCC2100-	MCC2100 Ext	1	EA	\$4,000
	EXT-WRNTY2	Warranty 2 Yr From			
		Shipment			
800		Spare Parts Estimate			\$2,750
900		Start-up Estimated 4-5	5	Days	\$20,000
		Days – Travel and			
		Expenses Included			
1000		Estimated Freight	18	Sections	\$8,500

Proposal	Total
Palmdale W- MCC-1A/B Op1	\$296,250
W/ Tax @ 10.25%	<mark>\$326,615.6</mark>
Palmdale W-MCC-1A/B Op2	\$292,750
W/ Tax at 10.25%	<mark>\$322,756.9</mark>

Quoting tax rate at 10.25% for City of Palmdale.

Lead times:

Submittal Drawings: 6-8 Weeks.

Shipping: 30-35 Weeks after drawings are approved.



Centerline 2100 Motor Control Center

MCC Details

Project Name:	Palmdale WD - Demonstration Facility	Salesperson:	Juan Campos
Project Item:	MCC-1A - OP1	Created By:	Juan Campos
Project ID #:	5323427/1	Date/Time:	02/11/24 - 10:26

The details of the proposed motor control center are as follows:

Category	Description
Total Section(s)	3
Total Shipping Block(s)	1
Section Depth	Front Mounted, 20" Deep
Section Height	90" High
Enclosure	1G - with Gasketed Doors. Bottom Plates Included
Designed For Use With	Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral
MCC Connection Type	Line Lugs
Incoming Cable Entry	Top, Section 1
Main Bus Rating	1200A
Main Bus Material	Copper / Tin Plated
Main Bus Bracing	65kA (rms symmetrical)
Horizontal Ground Bus	1/4" X 1", Bottom, Tin plated Copper
Vertical Ground Bus	Unit Load Copper and Plug-in Copper
Stab Opening Protection	Automatic Shutters
Master Nameplate	No



Centerline 2100 Motor Control Center Basic Structure Information

 Project Name:
 Palmdale WD - Demonstration Facility
 Salesper

 Project Item:
 MCC-1A - OP1
 Created

 Project ID #:
 5323427/1
 Date/T

Salesperson: Juan Campos Created By: Juan Campos Date/Time: 02/11/24 - 10:26

### **Motor Control Center Details**

This MCC(s) was developed using an available fault current of 50,001 to 65,000 A. MCC configuration & pricing subject to change, if actual Available Fault Current differs.

### **Motor Control Center Details**

Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral Voltage: 480 Volts / 60 Hertz Available Fault Current: 50,001 to 65,000 A Unit Nameplate Type: Acrylic - Black letters on white Wiring Type: B-T Control and Power Terminal Blocks Wiring Diagram Location: Within each unit Arc Resistant MCC: No IntelliCENTER Network: None

### **Incoming Line Details**

MCC Connection Type: Line Lugs Incoming Line Cable Entry: Top Mounted Incoming Line Cable Type: Crimp type,CU/AL wire Incoming Line Cable Size: 500 kcmil Incoming Line Cable per Phase: 3

### **Bus Details**

Main Bus Rating: 1200A Main Bus Material: Copper / Tin Plated Main Bus Bracing: 65kA (rms symmetrical) Insulated Bus: None Selected

### Section Modifications (Qty/Mods)

Horizontal Ground Bus Size: 1/4" X 1" Horizontal Ground Bus Plating: Tin plated Copper Horizontal Ground Bus Location: Bottom Vertical Ground Bus Type: Unit Load Copper and Plug-in Copper Incoming Ground Lug Size: #6 AWG - 250 kcmil (1 Supplied as Standard) Incoming Ground Cable Size: None Selected

### Enclosure Details

Enclosure Type: 1G - with Gasketed Doors. Bottom Plates Included NEMA 3R/4 Lifting Angle: No Section Depth: Front Mounted, 20" Deep Section Height: 90" High Stab Opening Protection: Automatic Shutters Wireway Tie Bar: Yes

Total Shipping Block(s): 1 Total Section(s): 3 Total Unit(s): 15

Section Number	Section Width (inches)	Options/Modifications
1	20"	600A Vertical Bus
2	20"	600A Vertical Bus
3	20"	600A Vertical Bus



### Centerline 2100 Motor Control Center

Unit List

Project Item:MCC-1A - OP1Created By:Juan CamposProject ID #:5323427/1Date/Time:02/11/24 - 10:26	Project Name: Project Item: Project ID #:	Palmdale WD - Demonstration Facility MCC-1A - OP1 5323427/1	Salesperson: Created By: Date/Time:	Juan Campos Juan Campos 02/11/24 - 10:26	
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ID	QTY	Catalog Number / Unit Description
1	1	2191MT-DKC-56-83C500-751M / Main Incoming Lug Compartment - 1200A Rating - Top Mounted
2	1	2190-CKB-56M-79UT-86W50CXB-750S-751HS-751M / Metering Unit - Bul 1426-M5 PM 5000 Standard
3	1	2193F-CKC-45TJML-79LT-79UT / Feeder Circuit Breaker - 250A Frame Rating with 225A Trip
4	1	2193F-CKC-44TJM-79LT-79UT / Feeder Circuit Breaker - 250A Frame Rating with 200A Trip
5	3	2193F-AKB-37TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 70A Trip
6	2	2193F-AKB-40TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 100A Trip
7	1	2100M-CKC-36TGM-79LT-79UT-804 / Empty Unit Insert - 1.5 Space Factor with Circuit Breaker Thermal Magnetic (60A Trip)
8	1	2193FT-EKC-52TMM / Feeder Circuit Breaker - 800A Frame Rating with 600A Trip
9	2	2100-BK05 / Blank Unit Door - 0.5 Space Factor
10	2	2100-BK10 / Blank Unit Door - 1.0 Space Factor



# Centerline 2100 Motor Control Center

### Unit Description

### **General Information**

Line Voltage / Frequency:	480 Volts / 60 Hertz
Power System Configuration:	Wye, 3-phase, 3-wire with solidly grounded neutral
Class I Wiring Type:	B-T Control and Power Terminal Blocks
NEMA Enclosure Type:	1G - with Gasketed Doors. Bottom Plates Included
Available Fault Current:	50,001 to 65,000 A
Unit Nameplate Type:	Acrylic - Black letters on white
Delivery Program:	ENG

### Unit Information

Description	Unit Features
Unit Loc: 01A Del Prog: SCII Unit ID: 1 MLUG - Main Incoming Lug Compartment Rating 1200A	Catalog Number: 2191MT-DKC-56-83C500-751M Total Space Factor = 2 Lug Compartment: 1200A 2.0 space factor, Top Mounted Lugs Supplied: Crimp type,CU/AL wire, 500 kcmil Size Wire, 3 Cables per Phase Neutral Lugs Supplied: None Selected Metering Type: None
Unit Loc: 01E Del Prog: ENG Unit ID: 2 METR - Metering Unit	Catalog Number: 2190-CKB-56M-79UT-86W50CXB-750S-751HS-751M         Total Space Factor = 1.5       Metering Type: Bul 1426-M5 PM 5000 Standard         Ammeter Scale 1200       Eatures Included         Unit Grd Stab Tin Plated Cu (-79UT)       #14 AWG Cu (Tinned) Type SIS (-750S)         Heat Shrink Type Markers (-751HS)       Mylar Device Markers (-751HS)         Mylar Device Markers (-751M)       Engineered Spec(s)/Modification(s)         (1) Upgrade PM 5000 from M5 to M6,1426-M6E       (1) Engineered Modification and/or Custom Diagram         (1) Stratix 2000 Ethernet Switch (5 Port) (For use with PowerMonitor unit only),1783-UISST



Unit Loc: 01H Del Prog: ENG Unit ID: 7 FCBX - Empty Unit Insert <u>Wiring Diagram</u> 10006771614	Catalog Number: 2100M-CKC-36TGM-79LT-79UT-804         Total Space Factor = 1.5         Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (60A Trip)         Disconnect Type Circuit Breaker         Features Included         Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Grd Stab Tin Plated Cu (-79UT)         Four 5-pole terminal blocks (-804)         Engineered Spec(s)/Modification(s)         (1) ASCO SPD - 300 ka/phase (At 600V Wye only) - UL Rated,450****P30ACCN20         (1) Engineered Modification and/or Custom Diagram
Unit Loc: 01L     Del Prog: SCII       Unit ID: 5     FCB - Feeder Circuit Breaker       Rating     70A       Wiring Diagram     10004041666       Overload Relay(s)     Nates Full Lood Oursent (FLO)	Catalog Number: 2193F-AKB-37TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (70) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 70A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase <u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
Available	
Unit Loc: 02A Del Prog: SCII Unit ID: 9 DOOR - Blank Unit Door	Catalog Number: 2100-BK05 Total Space Factor = 0.5
Unit Loc: 02B Del Prog: SCII Unit ID: 10 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 02D Del Prog: SCII Unit ID: 10 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 02F Del Prog: SCII Unit ID: 5 FCB - Feeder Circuit Breaker	Catalog Number: 2193F-AKB-37TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (70) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 70A Trip
Rating 70A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004041666	Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	


Unit Loc: 02H Del Prog: SCII Unit ID: 6 FCB - Feeder Circuit Breaker Rating 100A <u>Wiring Diagram</u> 10004034748	Catalog Number: 2193F-AKB-40TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (100) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 100A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase <u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
Motor Full Load Current (FLC) = Not Available	
Unit Loc: 02KDel Prog: SCIIUnit ID: 4FCB - Feeder Circuit BreakerRating 200AWiring Diagram 10004105752	Catalog Number: 2193F-CKC-44TJM-79LT-79UT Total Space Factor = 1.5 Circuit Breaker: Thermal Magnetic, 65kA at 480V (200) with Frame Rating of 250A (J6 Frame), Plug-In Unit, 200A Trip Lugs Supplied: Std Mech/Lug Pads, 250 kcmil Size Wire, 1 Cables per Phase <u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	
Unit Loc: 03A       Del Prog: SCII         Unit ID: 8       FCB - Feeder Circuit Breaker         Rating       600A         Wiring Diagram       10004011609	Catalog Number: 2193FT-EKC-52TMM Total Space Factor = 2 Circuit Breaker: Electronic (LSI), 65kA at 480V (600) with Frame Rating of 800A (M6H Frame), Frame-Mounted (fixed) Unit, 600A Trip Lugs Supplied: Std Mech/Lug Pads, 350 kcmil Size Wire, 2 Cables per Phase
<u>Overload Relav(s)</u> Motor Full Load Current (FLC) = Not Available	
Unit Loc: 03E Del Prog: SCII Unit ID: 9 DOOR - Blank Unit Door	Catalog Number: 2100-BK05 Total Space Factor = 0.5



Unit Loc: 03F Del Prog: SCII Unit ID: 5 FCB - Feeder Circuit Breaker Rating 70A	Catalog Number: 2193F-AKB-37TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (70) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 70A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004041666	<u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	
Unit Loc: 03H Del Prog: SCII Unit ID: 6 FCB - Feeder Circuit Breaker	<b>Catalog Number: 2193F-AKB-40TGM-79LT-79UT</b> Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (100) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 100A Trip
<u>Rating</u> 100A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004034748	<u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	
Unit Loc: 03K Del Prog: PEII Unit ID: 3 FCB - Feeder Circuit Breaker	Catalog Number: 2193F-CKC-45TJML-79LT-79UT Total Space Factor = 1.5 Circuit Breaker: Electronic (LSI), 65kA at 480V (225) with Frame Rating of 250A (J6H Frame), Plug-In Unit, 225A Trip
Rating 225A	Lugs Supplied: Std Mech/Lug Pads, 250 kcmil Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10005499946	<u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relav(s)</u> Motor Full Load Current (FLC) = Not Available	



Centerline 2100 Motor Control Center

**Front Elevation** 

 Project Name:
 Palmdale WD - Demonstration Facility

 Project Item:
 MCC-1A - OP1

 Project ID #:
 5323427/1

Salesperson: Juan Campos Created By: Juan Campos Date/Time: 02/11/24 - 10:26

Rockwell Automation/Allen-Bradley

PowerControl Builder Lineup





Estimated Heat Loss: 750 watts BTU/hr Required: 2559 Air Conditioning Tons: 0.21 Estimated Weight: 1500 lb (680 kg) Heat loss values are for estimating purposes only.

### Unit Details - Palmdale WD - Demonstration Facility

Master Nameplate Type: No Master Nameplate

**Unit Nameplate Type:** Acrylic - Black letters on white (4 lines)

Location	Туре	HP	KW	Rating	Nameplate L1	Nameplate L2	Nameplate L3	Nameplate L4			
1A	MLUG	0	0	1200							
1E	METR	0	0	0							
1H	FCBX	0	0	60							
1L	FCB	0	0	70							
2A	DOOR	0	0	0							
2B	DOOR	0	0	0							
2D	DOOR	0	0	0							
2F	FCB	0	0	70							
2H	FCB	0	0	100							
2K	FCB	0	0	200							
ЗA	FCB	0	0	600							
3E	DOOR	0	0	0							
3F	FCB	0	0	70							
ЗH	FCB	0	0	100							
ЗК	FCB	0	0	225							



Centerline 2100 Motor Control Center

MCC Details

Project Name:	Palmdale WD - Demonstration Facility	Salesperson:	Juan Campos
Project Item:	MCC-1B - OP1	Created By:	Juan Campos
Project ID #:	5323427/2	Date/Time:	02/11/24 - 10:26

The details of the proposed motor control center are as follows:

Category	Description
Total Section(s)	15
Total Shipping Block(s)	5
Section Depth	Front Mounted, 20" Deep
Section Height	90" High
Enclosure	1G - with Gasketed Doors. Bottom Plates Included
Designed For Use With	Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral
MCC Connection Type	Line Lugs
Incoming Cable Entry	Top, Section 1
Main Bus Rating	1200A
Main Bus Material	Copper / Tin Plated
Main Bus Bracing	65kA (rms symmetrical)
Horizontal Ground Bus	1/4" X 1", Bottom, Tin plated Copper
Vertical Ground Bus	Unit Load Copper and Plug-in Copper
Stab Opening Protection	Automatic Shutters
Master Nameplate	No



Centerline 2100 Motor Control Center Basic Structure Information

 Project Name:
 Palmdale WD - Demonstration Facility
 Salesp

 Project Item:
 MCC-1B - OP1
 Create

 Project ID #:
 5323427/2
 Date

Salesperson: Juan Campos Created By: Juan Campos Date/Time: 02/11/24 - 10:26

### **Motor Control Center Details**

This MCC(s) was developed using an available fault current of 50,001 to 65,000 A. MCC configuration & pricing subject to change, if actual Available Fault Current differs.

#### **Motor Control Center Details**

Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral Voltage: 480 Volts / 60 Hertz Available Fault Current: 50,001 to 65,000 A Unit Nameplate Type: Acrylic - Black letters on white Wiring Type: B-T Control and Power Terminal Blocks Wiring Diagram Location: Within each unit Arc Resistant MCC: No IntelliCENTER Network: None

#### **Incoming Line Details**

MCC Connection Type: Line Lugs Incoming Line Cable Entry: Top Mounted Incoming Line Cable Type: Crimp type,CU/AL wire Incoming Line Cable Size: 500 kcmil Incoming Line Cable per Phase: 3

#### **Bus Details**

Main Bus Rating: 1200A Main Bus Material: Copper / Tin Plated Main Bus Bracing: 65kA (rms symmetrical) Insulated Bus: None Selected

#### Section Modifications (Qty/Mods)

Horizontal Ground Bus Size: 1/4" X 1" Horizontal Ground Bus Plating: Tin plated Copper Horizontal Ground Bus Location: Bottom Vertical Ground Bus Type: Unit Load Copper and Plug-in Copper Incoming Ground Lug Size: #6 AWG - 250 kcmil (1 Supplied as Standard) Incoming Ground Cable Size: None Selected

#### Enclosure Details

Enclosure Type: 1G - with Gasketed Doors. Bottom Plates Included NEMA 3R/4 Lifting Angle: No Section Depth: Front Mounted, 20" Deep Section Height: 90" High Stab Opening Protection: Automatic Shutters Wireway Tie Bar: Yes

Total Shipping Block(s): 5 Total Section(s): 15 Total Unit(s): 45

Section Number	Section Width (inches)	Options/Modifications
1	20"	N/A
2	20"	N/A
3	20"	N/A
4	20"	N/A
5	20"	N/A
6	20"	N/A
7	20"	N/A



8	20"	N/A
9	20"	N/A
10	20"	N/A
11	20"	N/A
12	20"	N/A
13	20"	N/A
14	20"	N/A
15	20"	N/A



Centerline 2100 Motor Control Center

Unit List

Project Item:     MCC-1B - OP1     Created By:     Juan C       Project ID #:     5323427/2     Date/Time:     02/11/2
--

ID	QTY	Catalog Number / Unit Description
1	1	2191MT-DKC-56-83C500-751M / Main Incoming Lug Compartment - 1200A Rating - Top Mounted
2	1	2100M-CKC-36TGM-79LT-79UT-804 / Empty Unit Insert - 1.5 Space Factor with Circuit Breaker Thermal Magnetic (60A Trip)
3	1	2190-CKB-52M-79UT-86W50CXB-750S-751HS-751M / Metering Unit - Bul 1426-M5 PM 5000 Standard
4	3	2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-40TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 7.5 HP with Circuit Breaker Thermal Magnetic (30A Trip)
5	3	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)
6	1	2163UB-5P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-38TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 3 HP with Circuit Breaker Thermal Magnetic (15A Trip)
7	2	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)
8	1	2163UB-014NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-41TGM-79LT-79UT-751HS- 751M / PowerFlex 753 AC Drive w/CB - 10 HP with Circuit Breaker Thermal Magnetic (30A Trip)
9	1	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)
10	1	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)
11	3	2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-40TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 7.5 HP with Circuit Breaker Thermal Magnetic (30A Trip)
12	1	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)



13	1	2163UB-3P4F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-36TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 1.5 HP with Circuit Breaker Thermal Magnetic (15A Trip)
14	2	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 5 HP with Circuit Breaker Instantaneous MCP (15A Trip)
15	2	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
16	2	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 7.5 HP with Circuit Breaker Instantaneous MCP (30A Trip)
17	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1C-15-17-33TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 0.5 HP with Circuit Breaker Instantaneous MCP (3A Trip)
18	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
19	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 7.5 HP with Circuit Breaker Instantaneous MCP (30A Trip)
20	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 7.5 HP with Circuit Breaker Instantaneous MCP (30A Trip)
21	2	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
22	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
23	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 7.5 HP with Circuit Breaker Instantaneous MCP (30A Trip)
24	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1C-15-17-33TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 0.5 HP with Circuit Breaker Instantaneous MCP (3A Trip)
25	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
26	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 5 HP with Circuit Breaker Instantaneous MCP (15A Trip)
27	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)



28	4	2193F-AKB-35TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 50A Trip
29	1	2193F-AKB-40TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 100A Trip
30	1	2193F-AKB-30TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 15A Trip
31	1	2100-BK10 / Blank Unit Door - 1.0 Space Factor



# Centerline 2100 Motor Control Center

### **Unit Description**

Project Item: MCC-1B - OP1 Created By: Juan Campos Project ID #: 5323427/2 Date/Time: 02/11/24 - 10:26	Project Name: Project Item: Project ID #:	Palmdale WD - Demonstration Facility MCC-1B - OP1 5323427/2	Salesperson: Created By: Date/Time:	Juan Campos Juan Campos 02/11/24 - 10:26	
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### **General Information**

Line Voltage / Frequency:	480 Volts / 60 Hertz
Power System Configuration:	Wye, 3-phase, 3-wire with solidly grounded neutral
Class I Wiring Type:	B-T Control and Power Terminal Blocks
NEMA Enclosure Type:	1G - with Gasketed Doors. Bottom Plates Included
Available Fault Current:	50,001 to 65,000 A
Unit Nameplate Type:	Acrylic - Black letters on white
Delivery Program:	ENG

### Unit Information

Description	Unit Features
Unit Loc: 01A Del Prog: SCII Unit ID: 1 MLUG - Main Incoming Lug Compartment Rating 1200A	Catalog Number: 2191MT-DKC-56-83C500-751M Total Space Factor = 2 Lug Compartment: 1200A 2.0 space factor, Top Mounted Lugs Supplied: Crimp type,CU/AL wire, 500 kcmil Size Wire, 3 Cables per Phase Neutral Lugs Supplied: None Selected Metering Type: None
Unit Loc: 01E Del Prog: ENG Unit ID: 3 METR - Metering Unit <u>Wiring Diagram</u> 10006198801	Catalog Number: 2190-CKB-52M-79UT-86W50CXB-750S-751HS-751M Total Space Factor = 1.5 Metering Type: Bul 1426-M5 PM 5000 Standard Ammeter Scale 600 Features Included Unit Grd Stab Tin Plated Cu (-79UT) #14 AWG Cu (Tinned) Type SIS (-750S) Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751M) Engineered Spec(s)/Modification(s) (1) Stratix 2000 Ethernet Switch (5 Port) (For use with PowerMonitor unit only),1783- US5T (1) Engineered Modification and/or Custom Diagram



Unit Loc: 01H Del Prog: ENG Unit ID: 2 FCBX - Empty Unit Insert Wiring Diagram	<b>Catalog Number: 2100M-CKC-36TGM-79LT-79UT-804</b> Total Space Factor = 1.5 Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (60A Trip) Disconnect Type Circuit Breaker
10006771614	Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) Four 5-pole terminal blocks (-804) Engineered Spec(s)/Modification(s)
	<ul> <li>(1) ASCO SPD - 300 ka/phase (At 600V Wye only) - UL Rated,450****P30ACCN20</li> <li>(1) Engineered Modification and/or Custom Diagram</li> </ul>
Unit Loc: 01L Del Prog: SCII Unit ID: 28 FCB - Feeder Circuit Breaker	<b>Catalog Number: 2193F-AKB-35TGM-79LT-79UT</b> Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (50) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 50A Trip
Rating 50A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004170737	Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Unit Loc: 02A Del Prog: ENG Unit ID: 4	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Pating	Output Current Rating: 11A
7.5 HD	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
(Normal Duty)	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated 800H-FRX2222
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T).20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 02G Del Prog: ENG Unit ID: 4	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 11A
7.5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
(	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 03A Unit ID: 4	Del Prog: ENG	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 75	53 AC Drive w/CB	Total Space Factor = 3
		Wiring: NEMA Type B wiring
<u>Rating</u>		Output Current Rating: 11A
7.5 HP		Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)		Human Interface Module: LCD full numeric keypad - Door Mounted
		Control Wiring: #16 AWG MTW/TEW) Cu
		Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
		Features Included
		Selector Switch: HAND-OFF-AUTO (-3F)
		Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
		Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
		Drive 24VDC w/ I/O (-14DA2R2)
		Drive Line Reactor (-14RLX)
		Unit Ground Load Connector Tin Plated Cu (-79LT)
		Unit Grd Stab Tin Plated Cu (-79UT)
		Heat Shrink Type Markers (-751HS)
		Mylar Device Markers (-751M)
		Engineered Spec(s)/Modification(s)
		(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
		Switch
		(1) Engineered Modification and/or Custom Diagram
		(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
		(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
		Illuminated,800H-FRX????
		(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
		HA33? (1) Uphha Elemand Time Motor: 2.09"www.4.02"h. 6 digit. 00000.0, non-react (Ontion
		(1) HODDS Elapsed Time Meler, 2.06 w X 1.02 h, 6 digit, 99999.9, hon-reset (Option -
		(1) Door mounted Speed Pot 40129-801-15
		(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
		(1) 1.0 Space Factor Adder
		(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
		(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 03G Del Prog: ENG Unit ID: 5	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULI Type: LED Push To Test, Color(s): Amber (-51LA)
	Drive 24VDC W/ I/O (-14DA2R2)
	Unite Line Reactor (-14RLA)
	Unit Ground Load Connector Thir Flated Cu (-79L1)
	Heat Shrink Type Markers (751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus,20-COMM-M



Unit Loc: 04A Del Prog: ENG Unit ID: 5	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Bating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
(Norman Daty)	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-/9L1)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 04G Del Prog: ENG Unit ID: 5	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Glu Stab Till Plateu Gu (-7901)
	Mular Davice Markers (751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 05A Del Prog: ENG Unit ID: 6 VED - PowerElex 753 AC Drive w/CB	Catalog Number: 2163UB-5P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 38TGM-79LT-79UT-751HS-751M Total Space Factor = 3
	Wiring: NEMA Type B wiring
Pating	Output Current Rating: 5A
3 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (15A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
(Normal Duty)	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Prior Light(s). PAOLI Type, LED Push to rest, Color(s). And et (-51LA) Drive $24$ //DC w/ I/O (-14DA2B2)
	Drive Line Reactor (-14BLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated.800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact, 700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,6A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K6A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 05G Del Prog: ENG Unit ID: 7	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	851),200010-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder (4) Filter dv/dt 120, 400, 6001/ 601/z Open (Name 1, 8, 10, Oply) \/1/(10400
	(1) Filler, uv/ul, 12A,460-600V,60HZ,Open (Nema 1 & 16 Only), VTK12A00
	(1) Communication Options, mousus, 20-COMM-M



Unit Loc: 06A Del Prog: ENG Unit ID: 7	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector I in Plated Cu (-79L1)
	Unit Grd Stab Tin Plated Cu (-7901)
	Mular Device Markers (-75105)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 06G Del Prog: ENG Unit ID: 9	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 07A Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
	851-7505-751H5-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3 2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (ELC) – 10.83	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor – 1 15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Belay 3DDT 3-note 3 Form C. Single AdNi Contact 700-
	(2) Buildin 700-11A Tube base Keiay, Si DT, S-pole, ST onn C, Single Agin Contact, 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Engineered woundation and/or custom Diagram
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt avtra capacity to Standard Control Transformar Eusing/Euco Plack Included
	(1) TOO wall extra capacity to Standard Control Transformer Fusing/Fuse block included



Unit Loc: 07D Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
Child D: 16	01-7305-7318-7318-911-9000
FVINK - Full Voltage Non-Reversing Statter	Size. NEIMA Size I
W/CB	Viring: NEMA Type P wiring
	Wining, NEIWA Type B Wining
<u>Rating</u>	Circuit Breaker: Instantaneous MCP, ToukA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relay(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 10.83	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AgNi Contact 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Maters anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) Too wall oxita capacity to orangate control transionnel t using/1 use block included



Unit Loc: 07G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
	831-7505-751H5-751H9-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
w/CB	I otal Space Factor = 1.5
	Wiring: NEMA Type B wiring
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Pelay(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip potting adjustment from 2.2.16 AMDS	Features Included
Motor DDM 1800	Selector Switch: HAND-OFF-AUTO (-3)
Mater Full Load Current (FLC) = 10.02	Pilot Light(s): ON-OFF Type: LED Push To Test Color(s): Red. Green (-5LRG)
Motor Full Load Current (FLC) = 10.83	Pilot Light(s): OVERI OAD Type: LED Push To Test. Color(s): White (-5TLW)
Notor Service Factor = 1.15	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-701 T)
	Unit Grd Stab Tin Plated Cu (-79LIT)
	Elansed Time Meter (-85T)
	#14 AWC Cu (Tipped) Type SIS ( 750S)
	Host Shrink Type Markers (75149)
	Mular Device Markers (751113)
	2 NC on Starter ( 011)
	2 NO on Statter (-911)
	3 NO on Statter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers , Meters, anything
	under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 07K Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1C-15-17-33TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000
EVNR - Full Voltage Non-Reversing Starter	Size NEMA Size 1
w/CB	Total Space Factor = $1.5$
	Wiring: NEMA Type B wiring
Pating	Circuit Breaker: Instantaneous MCP, 65kA at 480V (G8P Frame) (3A Trip)
0.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
0.5 m	120V/60Hz
Overland Belov(a)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (ZEE1)	
Trip setting adjustment from 1-5 AMPS	Features Included
Motor RPM = 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (ELC) = 1.1	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Kelays, Timers, Meters, anything
	(1) 100 watt avtra capacity to Standard Control Transformer Eucing/Euca Plack Included
	(1) TOO wall extra capacity to Standard Control Transformer Fusing/Fuse block included



Unit Loc: 08A Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT-
	851-750S-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
w/CB	I otal Space Factor = 1.5
	Wiring: NEMA Type B wiring
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relay(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3 2-16 AMPS	Features Included
Motor PDM - 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (ELC) $= 6.88$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor 1 un Edad Current (1 EC) = $0.00$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single Agini Contact, 700-
	HA33?
	(1) Engineered iviodification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 08D Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT-
	851-7505-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 6.88	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C. Single AgNi Contact 700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Meters anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 08G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
Unit ID: 23	831-7305-731H5-731H-911-9000
FVINK - Full Voltage Non-Reversing Statter	Size. NEIMA Size I
W/CB	Viring: NEMA Type D wiring
	Willing. NEWA Type B willing Circuit Decelver Instanton acus MCD 4001/4 at 4001/ (COD Frame) (204 Trin)
<u>Rating</u>	Circuit Breaker: Instantaneous MCP, ToukA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relay(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 10.83	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AgNi Contact 700-
	$(2)$ Ballotin 700 The Table Babe Relay, of BT, o pole, of onn o, oingle right contact, roo H $\Delta$ 332
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Maters aputhing
	under 100 Amps) Receiving Handling & Installation (ner device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) Too watt owna capacity to standard control transformer i using/i use block included



Unit Loc: 08K Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
	851-7505-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $10.83$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AdNi Contact 700-
	(2) Buildin 700 HA Tube Base Relay, St DT, 5 pole, 5 Form 6, Single Agric Contact, 700
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Motors anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Eusing/Euso Plack Included
	ין דיטי שמוג פאוומ טמאמטונץ וט סומוועמוע טטוונטו דומווסטווופו ד עסוווט/דעצע DIUCK IIICIUUUU



Unit Loc: 09A Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
	851-7505-751H5-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $4.52$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AgNi Contact 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Meters anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 09D Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
	Total Space Factor - 1 5
W/CB	Wiring: NEMA Type B wiring
<b>D</b> (1	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (154 Trin)
Rating	Control: Transformer with Secondary Fuse Standard Capacity Primary Fusing
3 HP	
	Control Wiring: #14 AWG Type SIS Cu (Tinned)
Overload Relay(s)	
E100 Electronic Overload (7FE1)	<b>-</b>
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 4.52	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-51LW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers .Meters. anything
	under 100 Amps) Receiving Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 09G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
	831-7505-751H5-751H9-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $4.52$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AdNi Contact 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Maters apything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 09K Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT-
	851-7505-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 6.88	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C. Single AgNi Contact 700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Meters anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 10A Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000
EVNR - Full Voltage Non-Reversing Starter	Size NEMA Size 1
w/CB	Total Space Factor = $1.5$
	Wiring: NEMA Type B wiring
Deting	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
Rating	Control: Transformer with Secondary Fuse Standard Capacity Primary Fusing
3 HP	120V/60Hz
	Control Wiring: #14 AWG Type SIS Cu (Tinned)
<u>Overload Relay(s)</u>	
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	
Motor RPM = 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 4.52	Pliot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pliot Light(s): OVERLOAD Type: LED Push To Test, Color(s): white (-51Lw)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Elapsed Time Meter (-851)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 10D Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
	851-7505-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $4.52$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AdNi Contact 700-
	(2) Buildin 700 HA Tube Base Kelay, St BT, S pole, S Form C, Single Agric Contact, 700
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Motors anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Eusing/Euco Plack Included
	ין דיטי שמוג פאוומ טמאמטונץ וט סומוועמוע טטוונטו דומווסטווופו ד עסוווט/דעצע DIUCK IIICIUUUU


Unit Loc: 10G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
Child ID: 21	031-7303-73103-7310-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	10 a   Space Factor = 1.5
	Wining: NEMA Type B wining
<u>Rating</u>	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 4.52	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C. Single AgNi Contact 700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Meters apything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 10K Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000
EV/NR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
	Total Space Factor - 1 5
W/CB	Wiring: NEMA Type B wiring
	Circuit Broaker: Instantaneous MCP, 100kA at 480V/ (C8P Frame) (15A Trin)
Rating	Control: Transformer with Secondary Euco. Standard Conceity, Drimony Eucing
3 HP	
	120V/00HZ
Overload Relay(s)	Control winnig. #14 Awg Type SiS Cu (Tinneu)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 4.52	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers , Meters, anything
	under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 11A Del Prog: ENG Unit ID: 13	Catalog Number: 2163UB-3P4F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 36TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 2.5
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 3A
1.5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (15A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-51LA)
	Drive 24VDC W/ I/O (-14DA2R2)
	Unit Ground Load Connector Tin Plated Cu (-701 T)
	Unit Grd Stah Tin Plated Cu (-791 IT)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 600H, Push Bullon, Push-Pull of Push-Pull/Twist, Maintained Contact, Non-
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-role 3 Form C Single AgNi Contact 700-
	(2) building to the table base (keikly, of D1, 5-pole, 51 of the c, of the Agric Contact, 700-
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T).20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 0.5 Space Factor Adder
	(1) Filter,dv/dt,4A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K4A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 11F Del Prog: ENG Unit ID: 8	Catalog Number: 2163UB-014NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-41TGM- 79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3.5
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 14A
10 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Unive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Host Shrink Type Markers (751HS)
	Mylar Davice Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	(1) Hobbs Elansod Time Motor, 2.08"w.v.1.02"h. 6 digit 00000.0, non reset (Option
	(1) HOUSE LIAPSEU HITTE WELET, 2.00 W X 1.02 H, 0 CUGIL, 33333.3, HOTT-TESEL (OPLION -
	(1) Door mounted Speed Pot 40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter.dv/dt.18A.480-600V.60Hz.Open (Nema 1 & 1G Only).V1K18A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 12A Del Prog: ENG Unit ID: 10	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Glu Stab Till Plateu Gu (-7901)
	Mular Davice Markers (751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 12G Unit ID: 11	Del Prog: ENG	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 7	53 AC Drive w/CB	Total Space Factor = 3
		Wiring: NEMA Type B wiring
Rating		Output Current Rating: 11A
7.5 HP		Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)		Human Interface Module: LCD full numeric keypad - Door Mounted
(		Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
		120V/60Hz
		Control Wiring: #16 AWG MTW(TEW) Cu
		Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
		Features Included
		Selector Switch: HAND-OFF-AUTO (-3F)
		Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
		Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
		Drive 24VDC w/ I/O (-14DA2R2)
		Drive Line Reactor (-14RLX)
		Unit Ground Load Connector Tin Plated Cu (-79LT)
		Unit Grd Stab Tin Plated Cu (-7901)
		Heat Shrink Type Markers (-751HS)
		Mylar Device Markers (-751M)
		Engineered Spec(s)/Modification(s)
		(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
		Switch
		(1) Engineered Modification and/or Custom Diagram
		(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
		(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
		Illuminated,800H-FRX????
		(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
		HA33?
		(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
		85T),20001U-17
		(1) Door mounted Speed Pot,40129-801-15
		(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
		(1) 1.0 Space Factor Adder
		(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
		(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 13A Del Prog: ENG Unit ID: 11	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Circuit Breaker: Thermal Magnetic, 65kA at 480V (C6C Frame) (30A Trin)
7.5 HP (Normal Duty)	Human Interface Module: I CD full numeric keypad - Door Mounted
(Normal Duty)	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): FALILT Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Heat Shrink Type Markers (-751HS)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA332
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	(1) Door mounted Speed Pot 40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 13G Unit ID: 11	Del Prog: ENG	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 75	3 AC Drive w/CB	Total Space Factor = 3 Wiring: NEMA Type B wiring
Rating		Output Current Rating: 11A
7.5 HP		Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)		Human Interface Module: LCD full numeric keypad - Door Mounted
(		Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
		120V/60Hz
		Control Wiring: #16 AWG MTW(TEW) Cu
		Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
		Features Included
		Selector Switch: HAND-OFF-AUTO (-3F)
		Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
		Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
		Drive 24VDC w/ I/O (-14DA2R2)
		Drive Line Reactor (-14RLX)
		Unit Ground Load Connector Thir Flated Cu (-79L1)
		Heat Shrink Type Markers (-751HS)
		Mylar Device Markers (-751M)
		Engineered Spec(s)/Modification(s)
		(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
		(1) Engineered Modification and/or Custom Diagram
		(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED 800H-PRTH16?
		(1) Bulletin 800H, Push Button. Push-Pull or Push-Pull/Twist. Maintained Contact. Non-
		Illuminated.800H-FRX????
		(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact, 700-
		HA33?
		(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
		85T),20001U-17
		(1) Door mounted Speed Pot,40129-801-15
		(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
		(1) 1.0 Space Factor Adder
		(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
		(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 14A Del Prog: ENG Unit ID: 12	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65KA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control Wiring: #16 AWG MTW/TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	851),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder (1) Filter du/dt 120, 490, 600V, 60Hz Open (Neme 1, 9, 40, Optiv) \/4/(42400
	(1) Filler, uv/ul, 12A,400-000V,00HZ,00Peri (Nema 1 & 16 Only), VTK12A00 (1) Communication Options, Modbus 20 COMM M



Unit Loc: 14G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1C-15-17-33TGA-79LT-79UT-
SVNP Full Voltage Non Powersing Starter	631-7503-75113-75111-9000 Sizo: NEMA Sizo 1
w/CB	Size. NEIVIA Size 1 Total Space Factor – 1.5
W/CB	Wiring: NEMA Type B wiring
	Circuit Broaker: Instantaneous MCP 65kA at 480V/ (C8P Frame) (3A Trin)
<u>Rating</u>	Circuit Dieakei. Installatieous MCF, 05kA at 400V (GoF Flatte) (SA Thp)
0.5 HP	
	120V/00ITZ
Overload Relay(s)	Control winng: #14 Awg Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 1-5 AMPS	Features Included
Motor RPM = 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 1.1	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AdNi Contact 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Maters anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) ree wat expansive standard control manatement using tuse block included



Unit Loc: 14K Del Prog: ENG Unit ID: 27 FVNR - Full Voltage Non-Reversing Starter w/CB Rating 3 HP Overload Relay(s) E100 Electronic Overload (7FE1) Trip setting adjustment from 3.2-16 AMPS Motor RPM = 1800 Motor Full Load Current (FLC) = 4.52 Motor Service Factor = 1.15	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000 Size: NEMA Size 1 Total Space Factor = 1.5 Wiring: NEMA Type B wiring Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip) Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz Control Wiring: #14 AWG Type SIS Cu (Tinned) Features Included Selector Switch: HAND-OFF-AUTO (-3) Pilot Light(s): OV-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG) Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW) 100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP) Add 0.5 space factor to unit (-15) Contactor Surge Suppressor (-17) Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grid Stab Tin Plated Cu (-79UT) Elapsed Time Meter (-85T) #14 AWG Cu (Tinned) Type SIS (-750S) Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751HS) Mylar Device Markers (-751M) 2 NC on Starter (-911) 3 NO on Starter (-9000) Engineered Spec(s)/Modification(s) (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA33? (1) Engineered Modification and/or Custom Diagram (1) Customer Supplied Equipment - Small Devices, (Relays, Timers ,Meters, anything under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
Unit Loc: 15A Del Prog: SCII Unit ID: 28 FCB - Feeder Circuit Breaker Rating 50A	Catalog Number: 2193F-AKB-35TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (50) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 50A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004170737	<u>Peatures Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Unit Loc: 15C Del Prog: SCII Unit ID: 28 FCB - Feeder Circuit Breaker Rating 50A <u>Wiring Diagram</u> 10004170737 <u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	Catalog Number: 2193F-AKB-35TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (50) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 50A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase <u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
Unit Loc: 15E Del Prog: SCII Unit ID: 29 FCB - Feeder Circuit Breaker	Catalog Number: 2193F-AKB-40TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (100) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 100A Trip
Rating 100A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004034748	Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	
Unit Loc: 15G Del Prog: SCII Unit ID: 31 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 15JDel Prog: SCIIUnit ID: 30FCB - Feeder Circuit Breaker	Catalog Number: 2193F-AKB-30TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (15) with Frame Rating of 125A (G6C Frame). Plug-In Unit. 15A Trip
<u>Rating</u> 15A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004034766	Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Unit Loc: 15L Del Prog: SCII Unit ID: 28	Catalog Number: 2193F-AKB-35TGM-79LT-79UT Total Space Factor = 1
FCB - Feeder Circuit Breaker	Circuit Breaker: Thermal Magnetic, 65kA at 480V (50) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 50A Trip
<u>Rating</u> 50A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004170737	Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



### **Centerline 2100 Motor Control Center**

**Front Elevation** 

Project Name:	Palmdale WD - Demonstration Facility
Project Item:	MCC-1B - OP1
Proiect ID #:	5323427/2

Salesperson: Juan Campos Created By: Juan Campos Date/Time: 02/11/24 - 10:27

Rockwell Automation/Allen-Bradley

PowerControl Builder Lineup



NOTE: Dimensions are subject to change after design review. ENCLOSURE: NEMA Type 1G (General Purpose with Gasketed Doors and Bottom Closing Plates)

> Estimated Heat Loss: 7225 watts BTU/hr Required: 24652 Air Conditioning Tons: 2.06 Estimated Weight: 7500 lb (3402 kg) Heat loss values are for estimating purposes only.

## **Unit Details - Palmdale WD - Demonstration Facility**

Master Nameplate Type: No Master Nameplate

**Unit Nameplate Type:** Acrylic - Black letters on white (4 lines)



Туре	HP	KW	Rating	Nameplate L1	Nameplate L2	Nameplate L3	Nameplate L4		
MLUG	0	0	1200						
METR	0	0	0						
FCBX	0	0	60						
FCB	0	0	50						
VFD	7.5	0	125.0						
VFD	7.5	0	125.0						
VFD	7.5	0	125.0						
VFD	5	0	125.0						
VFD	5	0	125.0						
VFD	5	0	125.0						
VFD	3	0	125.0						
VFD	5	0	125.0						
VFD	5	0	125.0						
VFD	5	0	125.0						
FVNR	7.5	0	125.0						
FVNR	7.5	0	125.0						
FVNR	7.5	0	125.0						
FVNR	0.5	0	125.0						
FVNR	5	0	125.0						
FVNR	5	0	125.0						
FVNR	7.5	0	125.0						
FVNR	7.5	0	125.0						
FVNR	3	0	125.0						
FVNR	3	0	125.0						
FVNR	3	0	125.0						
FVNR	5	0	125.0						
FVNR	3	0	125.0						
FVNR	3	0	125.0						
FVNR	3	0	125.0						



FVNR	3	0	125.0				
VFD	1.5	0	125.0				
VFD	10	0	125.0				
VFD	5	0	125.0				
VFD	7.5	0	125.0				
VFD	7.5	0	125.0				
VFD	7.5	0	125.0				
VFD	5	0	125.0				
FVNR	0.5	0	125.0				
FVNR	3	0	125.0				
FCB	0	0	50				
FCB	0	0	50				
FCB	0	0	100				
DOOR	0	0	0				
FCB	0	0	15	 	 		
FCB	0	0	50				





Centerline 2100 Motor Control Center

MCC Details

Project Name:	Palmdale WD - Demonstratin Facility	Salesperson:	Juan Campos
Project Item:	MCC-1A - OP2	Created By:	Juan Campos
Project ID #:	5323427/3	Date/Time:	02/11/24 - 10:27

The details of the proposed motor control center are as follows:

Category	Description
Total Section(s)	3
Total Shipping Block(s)	1
Section Depth	Front Mounted, 20" Deep
Section Height	90" High
Enclosure	1G - with Gasketed Doors. Bottom Plates Included
Designed For Use With	Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral
MCC Connection Type	Line Lugs
Incoming Cable Entry	Top, Section 1
Main Bus Rating	1200A
Main Bus Material	Copper / Tin Plated
Main Bus Bracing	65kA (rms symmetrical)
Horizontal Ground Bus	1/4" X 1", Bottom, Tin plated Copper
Vertical Ground Bus	Unit Load Copper and Plug-in Copper
Stab Opening Protection	Automatic Shutters
Master Nameplate	No



Centerline 2100 Motor Control Center Basic Structure Information

Project Name:Palmdale WD - Demonstratin FacilityProject Item:MCC-1A - OP2Project ID #:5323427/3

Salesperson: Juan Campos Created By: Juan Campos Date/Time: 02/11/24 - 10:27

### **Motor Control Center Details**

This MCC(s) was developed using an available fault current of 50,001 to 65,000 A. MCC configuration & pricing subject to change, if actual Available Fault Current differs.

#### **Motor Control Center Details**

Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral Voltage: 480 Volts / 60 Hertz Available Fault Current: 50,001 to 65,000 A Unit Nameplate Type: Acrylic - Black letters on white Wiring Type: B-T Control and Power Terminal Blocks Wiring Diagram Location: Within each unit Arc Resistant MCC: No IntelliCENTER Network: None

#### **Incoming Line Details**

MCC Connection Type: Line Lugs Incoming Line Cable Entry: Top Mounted Incoming Line Cable Type: Crimp type,CU/AL wire Incoming Line Cable Size: 500 kcmil Incoming Line Cable per Phase: 3

#### **Bus Details**

Main Bus Rating: 1200A Main Bus Material: Copper / Tin Plated Main Bus Bracing: 65kA (rms symmetrical) Insulated Bus: None Selected

#### Section Modifications (Qty/Mods)

Horizontal Ground Bus Size: 1/4" X 1" Horizontal Ground Bus Plating: Tin plated Copper Horizontal Ground Bus Location: Bottom Vertical Ground Bus Type: Unit Load Copper and Plug-in Copper Incoming Ground Lug Size: #6 AWG - 250 kcmil (1 Supplied as Standard) Incoming Ground Cable Size: None Selected

#### Enclosure Details

Enclosure Type: 1G - with Gasketed Doors. Bottom Plates Included NEMA 3R/4 Lifting Angle: No Section Depth: Front Mounted, 20" Deep Section Height: 90" High Stab Opening Protection: Automatic Shutters Wireway Tie Bar: Yes

Total Shipping Block(s): 1 Total Section(s): 3 Total Unit(s): 16

Section Number	Section Width (inches)	Options/Modifications
1	20"	600A Vertical Bus
2	20"	600A Vertical Bus
3	20"	600A Vertical Bus



### Centerline 2100 Motor Control Center

Unit List

Project Name:Palmdale WD - Demonstratin FacilitySalespProject Item:MCC-1A - OP2CreaProject ID #:5323427/3Date	person: Juan Campos ated By: Juan Campos e/Time: 02/11/24 - 10:27	
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ID	QTY	Catalog Number / Unit Description
1	1	2191MT-DKC-56-83C500-751M / Main Incoming Lug Compartment - 1200A Rating - Top Mounted
2	1	2190-CKB-56M-79UT-86W50CXB-750S-751HS-751M / Metering Unit - Bul 1426-M5 PM 5000 Standard
3	1	2193F-CKC-45TJML-79LT-79UT / Feeder Circuit Breaker - 250A Frame Rating with 225A Trip
4	1	2193F-CKC-44TJM-79LT-79UT / Feeder Circuit Breaker - 250A Frame Rating with 200A Trip
5	3	2193F-AKB-37TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 70A Trip
6	2	2193F-AKB-40TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 100A Trip
7	1	2100M-CKC-36TGM-79LT-79UT-804 / Empty Unit Insert - 1.5 Space Factor with Circuit Breaker Thermal Magnetic (60A Trip)
8	4	2100-BK10 / Blank Unit Door - 1.0 Space Factor
9	2	2100-BK05 / Blank Unit Door - 0.5 Space Factor



### Centerline 2100 Motor Control Center Unit Description

Project Name:Palmdale WD - Demonstratin FacilitySalesperson:Juan CamposProject Item:MCC-1A - OP2Created By:Juan CamposProject ID #:5323427/3Date/Time:02/11/24 - 10:27

### **General Information**

Line Voltage / Frequency:	480 Volts / 60 Hertz
Power System Configuration:	Wye, 3-phase, 3-wire with solidly grounded neutral
Class I Wiring Type:	B-T Control and Power Terminal Blocks
NEMA Enclosure Type:	1G - with Gasketed Doors. Bottom Plates Included
Available Fault Current:	50,001 to 65,000 A
Unit Nameplate Type:	Acrylic - Black letters on white
Delivery Program:	ENG

### **Unit Information**

Description	Unit Features
Unit Loc: 01A Del Prog: SCII Unit ID: 1 MLUG - Main Incoming Lug Compartment Rating 1200A	Catalog Number: 2191MT-DKC-56-83C500-751M Total Space Factor = 2 Lug Compartment: 1200A 2.0 space factor, Top Mounted Lugs Supplied: Crimp type,CU/AL wire, 500 kcmil Size Wire, 3 Cables per Phase Neutral Lugs Supplied: None Selected Metering Type: None
Unit Loc: 01E Del Prog: ENG Unit ID: 2 METR - Metering Unit	Catalog Number: 2190-CKB-56M-79UT-86W50CXB-750S-751HS-751M Total Space Factor = 1.5 Metering Type: Bul 1426-M5 PM 5000 Standard Ammeter Scale 1200 Features Included Unit Grd Stab Tin Plated Cu (-79UT) #14 AWG Cu (Tinned) Type SIS (-750S) Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751M) Engineered Spec(s)/Modification(s) (1) Upgrade PM 5000 from M5 to M6,1426-M6E (1) Engineered Modification and/or Custom Diagram (1) Stratix 2000 Ethernet Switch (5 Port) (For use with PowerMonitor unit only),1783- US5T



Unit Loc: 01HDel Prog: ENGUnit ID: 7FCBX - Empty Unit InsertWiring Diagram10006771614	Catalog Number: 2100M-CKC-36TGM-79LT-79UT-804 Total Space Factor = 1.5 Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (60A Trip) Disconnect Type Circuit Breaker Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) Four 5-pole terminal blocks (-804) Engineered Spec(s)/Modification(s)
	<ul> <li>(1) ASCO SPD - 300 ka/phase (At 600V Wye only) - UL Rated,450****P30ACCN20</li> <li>(1) Engineered Modification and/or Custom Diagram</li> </ul>
Unit Loc: 01L Del Prog: SCII Unit ID: 5 FCB - Feeder Circuit Breaker Rating 70A	Catalog Number: 2193F-AKB-37TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (70) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 70A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004041666	<u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	
Unit Loc: 02A Del Prog: SCII Unit ID: 9 DOOR - Blank Unit Door	Catalog Number: 2100-BK05 Total Space Factor = 0.5
Unit Loc: 02B Del Prog: SCII Unit ID: 8 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 02D Del Prog: SCII Unit ID: 8 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 02F Del Prog: SCII Unit ID: 5 FCB - Feeder Circuit Breaker	Catalog Number: 2193F-AKB-37TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (70) with Frame Rating of 125A (G6C Erame) Pluge I bit 70A Trip
<u>Rating</u> 70A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004041666	<u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Unit Loc: 02HDel Prog: SCIIUnit ID: 6FCB - Feeder Circuit BreakerRating 100AWiring Diagram 10004034748Overload Relay(s) Motor Full Load Current (FLC) = Not Available	Catalog Number: 2193F-AKB-40TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (100) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 100A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
Unit Loc: 02KDel Prog: SCIIUnit ID: 4FCB - Feeder Circuit BreakerRating 200AWiring Diagram 10004105752Overload Relay(s) Motor Full Load Current (FLC) = Not Available	Catalog Number: 2193F-CKC-44TJM-79LT-79UT Total Space Factor = 1.5 Circuit Breaker: Thermal Magnetic, 65kA at 480V (200) with Frame Rating of 250A (J6 Frame), Plug-In Unit, 200A Trip Lugs Supplied: Std Mech/Lug Pads, 250 kcmil Size Wire, 1 Cables per Phase <u>Features Included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
Unit Loc: 03A Del Prog: SCII Unit ID: 8 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 03C Del Prog: SCII Unit ID: 8 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 03E Del Prog: SCII Unit ID: 9 DOOR - Blank Unit Door	Catalog Number: 2100-BK05 Total Space Factor = 0.5
Unit Loc: 03FDel Prog: SCIIUnit ID: 5FCB - Feeder Circuit BreakerRating70AWiring Diagram10004041666	Catalog Number: 2193F-AKB-37TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (70) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 70A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Catalog Number: 2193F-AKB-40TGM-79LT-79UT Total Space Factor = 1
Circuit Breaker: Thermal Magnetic, 65kA at 480V (100) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 100A Trip
Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
Features Included Unit Ground Load Connector Tin Plated Cu (-79LT)
Unit Grd Stab Tin Plated Cu (-79UT)
Catalog Number: 2193F-CKC-45TJML-79LT-79UT
Total Space Factor = 1.5 Circuit Broaker: Electronic (LSI), 65kA at 480V (225) with Frame Pating of 250A (16H
Frame), Plug-In Unit, 225A Trip
Lugs Supplied: Std Mech/Lug Pads, 250 kcmil Size Wire, 1 Cables per Phase
Features Included
Unit Ground Load Connector Tin Plated Cu (-79LT)



Centerline 2100 Motor Control Center

**Front Elevation** 

 Project Name:
 Palmdale WD - Demonstratin Facility

 Project Item:
 MCC-1A - OP2

 Project ID #:
 5323427/3

Salesperson: Juan Campos Created By: Juan Campos Date/Time: 02/11/24 - 10:27

Rockwell Automation/Allen-Bradley

PowerControl Builder Lineup





Estimated Heat Loss: 664 watts BTU/hr Required: 2264 Air Conditioning Tons: 0.19 Estimated Weight: 1500 lb (680 kg) Heat loss values are for estimating purposes only.

## Unit Details - Palmdale WD - Demonstratin Facility

Master Nameplate Type: No Master Nameplate

**Unit Nameplate Type:** Acrylic - Black letters on white (4 lines)

Location	Туре	HP	KW	Rating	Nameplate L1	Nameplate L2	Nameplate L3	Nameplate L4			
1A	MLUG	0	0	1200							
1E	METR	0	0	0							
1H	FCBX	0	0	60							
1L	FCB	0	0	70							
2A	DOOR	0	0	0							
2B	DOOR	0	0	0							
2D	DOOR	0	0	0							
2F	FCB	0	0	70							
2H	FCB	0	0	100							
2K	FCB	0	0	200							
ЗA	DOOR	0	0	0							
3C	DOOR	0	0	0							
3E	DOOR	0	0	0							
3F	FCB	0	0	70							
ЗН	FCB	0	0	100							



ЗK	FCB	0	0	225					



## Centerline 2100 Motor Control Center

MCC Details

Project Name:	Palmdale WD - Demonstratin Facility	Salesperson:	Juan Campos
Project Item:	MCC-1B - OP2	Created By:	Juan Campos
Project ID #:	5323427/4	Date/Time:	02/11/24 - 10:27

The details of the proposed motor control center are as follows:

Category	Description
Total Section(s)	15
Total Shipping Block(s)	5
Section Depth	Front Mounted, 20" Deep
Section Height	90" High
Enclosure	1G - with Gasketed Doors. Bottom Plates Included
Designed For Use With	Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral
MCC Connection Type	Line Lugs
Incoming Cable Entry	Top, Section 1
Main Bus Rating	1200A
Main Bus Material	Copper / Tin Plated
Main Bus Bracing	65kA (rms symmetrical)
Horizontal Ground Bus	1/4" X 1", Bottom, Tin plated Copper
Vertical Ground Bus	Unit Load Copper and Plug-in Copper
Stab Opening Protection	Automatic Shutters
Master Nameplate	No



Centerline 2100 Motor Control Center Basic Structure Information

Project Name:Palmdale WD - Demonstratin FacilityProject Item:MCC-1B - OP2Project ID #:5323427/4

Salesperson: Juan Campos Created By: Juan Campos Date/Time: 02/11/24 - 10:27

### **Motor Control Center Details**

This MCC(s) was developed using an available fault current of 50,001 to 65,000 A. MCC configuration & pricing subject to change, if actual Available Fault Current differs.

#### **Motor Control Center Details**

Power System Type: Wye, 3-phase, 3-wire with solidly grounded neutral Voltage: 480 Volts / 60 Hertz Available Fault Current: 50,001 to 65,000 A Unit Nameplate Type: Acrylic - Black letters on white Wiring Type: B-T Control and Power Terminal Blocks Wiring Diagram Location: Within each unit Arc Resistant MCC: No IntelliCENTER Network: None

#### **Incoming Line Details**

MCC Connection Type: Line Lugs Incoming Line Cable Entry: Top Mounted Incoming Line Cable Type: Crimp type,CU/AL wire Incoming Line Cable Size: 500 kcmil Incoming Line Cable per Phase: 3

#### **Bus Details**

Main Bus Rating: 1200A Main Bus Material: Copper / Tin Plated Main Bus Bracing: 65kA (rms symmetrical) Insulated Bus: None Selected

#### Section Modifications (Qty/Mods)

Horizontal Ground Bus Size: 1/4" X 1" Horizontal Ground Bus Plating: Tin plated Copper Horizontal Ground Bus Location: Bottom Vertical Ground Bus Type: Unit Load Copper and Plug-in Copper Incoming Ground Lug Size: #6 AWG - 250 kcmil (1 Supplied as Standard) Incoming Ground Cable Size: None Selected

#### Enclosure Details

Enclosure Type: 1G - with Gasketed Doors. Bottom Plates Included NEMA 3R/4 Lifting Angle: No Section Depth: Front Mounted, 20" Deep Section Height: 90" High Stab Opening Protection: Automatic Shutters Wireway Tie Bar: Yes

Total Shipping Block(s): 5 Total Section(s): 15 Total Unit(s): 45

Section Number	Section Width (inches)	Options/Modifications
1	20"	N/A
2	20"	N/A
3	20"	N/A
4	20"	N/A
5	20"	N/A
6	20"	N/A
7	20"	N/A



8	20"	N/A
9	20"	N/A
10	20"	N/A
11	20"	N/A
12	20"	N/A
13	20"	N/A
14	20"	N/A
15	20"	N/A



Centerline 2100 Motor Control Center

Unit List

Project Name:Palmdale WD - Demonstratin FacilitySalesProject Item:MCC-1B - OP2CreatProject ID #:5323427/4Da	esperson: Juan Campos eated By: Juan Campos ate/Time: 02/11/24 - 10	s s :27
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ID	QTY	Catalog Number / Unit Description
1	1	2191MT-DKC-56-83C500-751M / Main Incoming Lug Compartment - 1200A Rating - Top Mounted
2	1	2100M-CKC-36TGM-79LT-79UT-804 / Empty Unit Insert - 1.5 Space Factor with Circuit Breaker Thermal Magnetic (60A Trip)
3	1	2190-CKB-52M-79UT-86W50CXB-750S-751HS-751M / Metering Unit - Bul 1426-M5 PM 5000 Standard
4	3	2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-40TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 7.5 HP with Circuit Breaker Thermal Magnetic (30A Trip)
5	3	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)
6	1	2163UB-5P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-38TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 3 HP with Circuit Breaker Thermal Magnetic (15A Trip)
7	2	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)
8	1	2163UB-014NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-41TGM-79LT-79UT-751HS- 751M / PowerFlex 753 AC Drive w/CB - 10 HP with Circuit Breaker Thermal Magnetic (30A Trip)
9	1	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)
10	1	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)
11	3	2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-40TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 7.5 HP with Circuit Breaker Thermal Magnetic (30A Trip)
12	1	2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-39TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 5 HP with Circuit Breaker Thermal Magnetic (20A Trip)



13	1	2163UB-3P4F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-36TGM-79LT-79UT- 751HS-751M / PowerFlex 753 AC Drive w/CB - 1.5 HP with Circuit Breaker Thermal Magnetic (15A Trip)
14	2	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 5 HP with Circuit Breaker Instantaneous MCP (15A Trip)
15	2	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
16	2	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 7.5 HP with Circuit Breaker Instantaneous MCP (30A Trip)
17	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1C-15-17-33TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 0.5 HP with Circuit Breaker Instantaneous MCP (3A Trip)
18	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
19	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 7.5 HP with Circuit Breaker Instantaneous MCP (30A Trip)
20	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 7.5 HP with Circuit Breaker Instantaneous MCP (30A Trip)
21	2	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
22	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
23	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 7.5 HP with Circuit Breaker Instantaneous MCP (30A Trip)
24	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1C-15-17-33TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 0.5 HP with Circuit Breaker Instantaneous MCP (3A Trip)
25	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)
26	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 5 HP with Circuit Breaker Instantaneous MCP (15A Trip)
27	1	2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-85T-750S-751HS- 751M-911-9000 / Full Voltage Non-Reversing Starter w/CB - 3 HP with Circuit Breaker Instantaneous MCP (15A Trip)



28	4	2193F-AKB-35TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 50A Trip
29	1	2193F-AKB-40TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 100A Trip
30	1	2193F-AKB-30TGM-79LT-79UT / Feeder Circuit Breaker - 125A Frame Rating with 15A Trip
31	1	2100-BK10 / Blank Unit Door - 1.0 Space Factor



Centerline 2100 Motor Control Center Unit Description

Project Name:Palmdale WD - Demonstratin FacilitySalesperson:Juan CamposProject Item:MCC-1B - OP2Created By:Juan CamposProject ID #:5323427/4Date/Time:02/11/24 - 10:27

### **General Information**

Line Voltage / Frequency:	480 Volts / 60 Hertz
Power System Configuration:	Wye, 3-phase, 3-wire with solidly grounded neutral
Class I Wiring Type:	B-T Control and Power Terminal Blocks
NEMA Enclosure Type:	1G - with Gasketed Doors. Bottom Plates Included
Available Fault Current:	50,001 to 65,000 A
Unit Nameplate Type:	Acrylic - Black letters on white
Delivery Program:	ENG

### **Unit Information**

Description	Unit Features
Unit Loc: 01A Del Prog: SCII Unit ID: 1 MLUG - Main Incoming Lug Compartment Rating 1200A	Catalog Number: 2191MT-DKC-56-83C500-751M Total Space Factor = 2 Lug Compartment: 1200A 2.0 space factor, Top Mounted Lugs Supplied: Crimp type,CU/AL wire, 500 kcmil Size Wire, 3 Cables per Phase Neutral Lugs Supplied: None Selected Metering Type: None
Unit Loc: 01E Del Prog: ENG Unit ID: 3 METR - Metering Unit <u>Wiring Diagram</u> 10006198801	Catalog Number: 2190-CKB-52M-79UT-86W50CXB-750S-751HS-751M Total Space Factor = 1.5 Metering Type: Bul 1426-M5 PM 5000 Standard Ammeter Scale 600 Features Included Unit Grd Stab Tin Plated Cu (-79UT) #14 AWG Cu (Tinned) Type SIS (-750S) Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751M) Engineered Spec(s)/Modification(s) (1) Stratix 2000 Ethernet Switch (5 Port) (For use with PowerMonitor unit only),1783- US5T (1) Engineered Modification and/or Custom Diagram



Unit Loc: 01H Del Prog: ENG Unit ID: 2 FCBX - Empty Unit Insert	Catalog Number: 2100M-CKC-36TGM-79LT-79UT-804 Total Space Factor = 1.5 Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (60A Trip) Disconnect Type Circuit Breaker
10006771614	<u>Features included</u> Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) Four 5-pole terminal blocks (-804)
	Engineered Spec(s)/Modification(s) (1) ASCO SPD - 300 ka/phase (At 600V Wye only) - UL Rated,450****P30ACCN20 (1) Engineered Modification and/or Custom Diagram
Unit Loc: 01L Del Prog: SCII Unit ID: 28 FCB - Feeder Circuit Breaker	<b>Catalog Number: 2193F-AKB-35TGM-79LT-79UT</b> Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (50) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 50A Trip
<u>Rating</u> 50A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004170737	Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



VFD - PowerFlex 753 AC Drive w/CB       Total Space Factor = 3         Wring: NEMA Type B wring       Output Current Rating: 11A         (7.5 HP       Circuit Breaker: Thermal Magnetic, 65KA at 480V (G6C Frame) (30A Trip)         Human Interface Module: LCD full numeric keypad - Door Mounted       Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz         Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz       Control: Wring: #16 AWG MTW(TEW) Cu         Note: Frame 1 drives are not compatible with ungrounded or HRG systems.       Features Included         Selector Switch: HAND-OFF-AUTO (-3F)       Pilot Light(s): RUA-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)         Pilot Light(s): RUA-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)       Drive 24/DC cw/ I/O (-14/DA2R2)         Drive 24/DC cw/ I/O (-14/DA2R2)       Drive 24/DC cw/ I/O (-14/DA2R2)         Drive 24/DC cw/ I/O (-14/DA2R2)       Drive 24/DC cw/ I/O (-14/DA2R2)         Drive 24/DC cw/ I/O (-14/DA2R2)       Drive Current (1) 800H Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch (0)         (A) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch (1)       Engineered Sec(s/Modification and/or Custom Diagram (1)         (1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated, 800H+FRX????       (2) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated, 8	Unit Loc: 02A Unit ID: 4	Del Prog: ENG	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
Bating 7.5 HP       Output Current Rating: 11A         Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)         Human Interface Module: LCD full numeric keypad - Door Mounted         Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz         Control Wring: #16 AWG MTW(TEW) Cu         Note: Frame 1 drives are not compatible with ungrounded or HRG systems.         Features Included         Selector Switch: HAND-OFF-AUTO (-3F)         Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)         Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)         Drive 24VDC w/ I/O (-14DA2R2)         Drive Line Reactor (-14RLX)         Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Ground Load Connector Switch to (1) 800H Pilot Light or Selector Switch         (1) Engineered Mo	VFD - PowerFlex 75	53 AC Drive w/CB	Total Space Factor = 3
TS: HP       Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)         Human Interface Module: LCD full numeric keypad - Door Mounted       Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz         Control Wining: #16 AWG MTW(TEW) Cu       Note: Frame 1 drives are not compatible with ungrounded or HRG systems.         Features Included       Selector Switch: HAND-OFF-AUTO (-3F)         Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)         Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)         Drive 24VDC w/ I/O (-14DA2R2)         Drive Line Reactor (-14RLX)         Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Ground Load Connetor Tin Plated Cu (-79LT)         Unit	Pating		Output Current Rating: 11A
(Normal Duty)       Human Interface Module: LCD full numeric keypad - Door Mounted         Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz       Control Wiring: #16 AWG MTW(TEW) Cu         Note: Frame 1 drives are not compatible with ungrounded or HRG systems.       Eestures Included         Selector Switch: HAND-OFF-AUTO (-3F)       Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)         Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)       Drive 24VDC w/ I/O (-14DA2R2)         Drive Line Reactor (-14RLX)       Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Ground Load Connector Tin Plated Cu (-79LT)       Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Ground Load Connector Tin Plated Cu (-79LT)       Heat Shrink Type Markers (-751HS)         Mylar Device Markers (-751HS)       Mylar Device Markers (-751HS)         Mylar Device Modification and/or Custom Diagram       (1) Bulletin 800H, Push Buton, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated, 800H-FRXY???         (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact, 700-HA333       (1) Hobbs Elapsed Time Meter, 2.08'w x 1.02'h, 6 digit, 99999.9, non-reset (Option - 85T), 20001U-17         (1) Dor mounted Speed Pot, 40129-801-15       (1) Option Matter acapacity to Standard Control Transformer Fusing/Fuse Block Included         (1) 1.0 Space Factor Adder       (1) Fliter, dv/dt, 12A,480.6600V,60Hz,Open (Nema 1 & 16 Only), V1K12A00	7.5 HP		Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz Control: #16 AWG MTW(TEW) Cu Note: Frame 1 drives are not compatible with ungrounded or HRG systems. Features Included Selector Switch: HAND-OFF-AUTO (-3F) Pilot Light(s): RUNA-T SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG) Pilot Light(s): ENULT Type: LED Push To Test, Color(s): Amber (-5TLA) Drive 24VDC wl //0 (-14DA2R2) Drive Line Reactor (-14RLX) Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) Heat Shrink Type Markres (-751HS) Mylar Device Markres (-751HS) Mylar Device Markres (-751HS) (4) Convert (1) 800F Pliot Light or Selector Switch to (1) 800H Pliot Light or Selector Switch (1) Engineered Modification and/or Custom Diagram (1) Bulletin 800H, Pliot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16? (1) Bulletin 800H, Pliot Light, Push-Pull or Push-Pull Twist, Maintained Contact, Non- Illumitated,800H-FRX???? (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA337 (1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17 (1) Door mounted Speed Pot,40129-801-15 (1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included (1) 1.0 Space Factor Adder (1) Filter,dv/dt, 12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00 (1) Communication Options, Modbus,20-COMM-M	(Normal Duty)		Human Interface Module: LCD full numeric keypad - Door Mounted
<ul> <li>120V/60Hz</li> <li>Control Wiring: #16 AWG MTW(TEW) Cu</li> <li>Note: Frame 1 drives are not compatible with ungrounded or HRG systems.</li> <li>Features Included</li> <li>Selector Switch: HAND-OFF-AUTO (-3F)</li> <li>Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)</li> <li>Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)</li> <li>Drive 24VDC wi I/O (-14DA2R2)</li> <li>Drive Line Reactor (-14RLX)</li> <li>Unit Ground Load Connector Tin Plated Cu (-79LT)</li> <li>Unit Grd Stab Tin Plated Cu (-79UT)</li> <li>Heat Shrink Type Markers (-751HS)</li> <li>Mylar Device Markers (-751HS)</li> <li>Mylar Device Markers (-751M)</li> <li>Engineered Spec(s)/Modification(s)</li> <li>(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch</li> <li>(1) Engineered Modification and/or Custom Diagram</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Pilot Light, Push-Pull/Twist, Maintained Contact, Non-Illiuminated,800H-FRX????</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08" x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
Control Wirng: #16 AWG MTW(1EW) Cu Note: Frame 1 drives are not compatible with ungrounded or HRG systems. Features Included Selector Switch: HAND-OFF-AUTO (-3F) Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG) Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Amber (-5TLA) Drive 24VDC w/ I/O (-14DA2R2) Drive 1/RO (-14DA2R2) Drive 1/RO (-14DA2R2) Drive 1/RO (-14DA2R2) Drive 1/RO (-14DA2R2) Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Ground Load Connector Tin Plated Cu (-79LT) Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751HS) (4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch (1) Engineered Modification and/or Custom Diagram (1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16? (1) Bulletin 800H, Pilot Light, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated,800H-FRX???? (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA33? (1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17 (1) Door mounted Speed Pot,40129-801-15 (1) 10 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included (1) 1.0 Space Factor Adder (1) Filter,dv/dt, 12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00 (1) Communication Options, Modbus,20-COMM-M			120V/60Hz
Note: Frame 1 drives are not compatible with ungrounded or HRG systems.         Features Included Selector Switch: HAND-OFF-AUTO (-3F) Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG) Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA) Drive 24VDC w/ I/O (-14DA2R2) Drive Line Reactor (-14RLX) Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grot Stab Tin Plated Cu (-79UT) Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751HS) Mylar Device Markers (-751HS)         Engineered Spec(s)/Modification(s) (4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch (1) Engineered Modification and/or Custom Diagram (1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16? (1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16? (1) Bulletin 800H, FRX???? (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA33? (1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17 (1) Door mounted Speed Pot,40129-801-15 (1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included (1) 1.0 Space Factor Adder (1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00 (1) Communication Options, Modbus,20-COMM-M			Control Wiring: #16 AWG MTW(TEW) Cu
Features Included         Selector Switch: HAND-OFF-AUTO (-3F)         Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)         Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Amber (-5TLA)         Drive 24VDC w/ I/O (-14DA2R2)         Drive Line Reactor (-14RLX)         Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Groß Stab Tin Plated Cu (-79UT)         Heat Shrink Type Markers (-751HS)         Mylar Device Markers (-751HS)         Mylar Device Markers (-751M)         Encineered Spec(s)/Modification(s)         (1) Engineered Modification and/or Custom Diagram         (1) Bulletin 800H, Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch         (1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated,800H-FRX????         (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?         (1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17         (1) Door mounted Speed Pot,40129-801-15         (1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included         (1) 1.0 Space Factor Adder         (1) Size Factor Adder         (1) Filter,dv/dt, 12A,480-600V,60H2,Open (Nema 1 & 1G Only),V1K12A00         (1) Communication Options, Modbus,20-COMM-M			Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
Selector Switch: HAND-OFF-AUTO (-3F)         Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)         Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)         Drive 24VDC w/ I/O (-14DA2R2)         Drive Line Reactor (-14RLX)         Unit Ground Load Connector Tin Plated Cu (-79LT)         Unit Grd Stab Tin Plated Cu (-79UT)         Heat Shrink Type Markers (-751HS)         Mylar Device Markers (-751HS)         Mylar Device Markers (-751M)         Engineered Spec(s)/Modification(s)         (4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch         (1) Engineered Modification and/or Custom Diagram         (1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?         (1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated,800H-FRX????         (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?         (1) Hobbs Elapsed Time Meter, 2.08" w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),2001U-17         (1) Door mounted Speed Pot,40129-801-15         (1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included         (1) 1.10 Space Factor Adder         (1) Filter,dv/dt,122A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00         (1) Communication Options, Modbus,20-COMM-M			Features Included
<ul> <li>Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)</li> <li>Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)</li> <li>Drive 24VDC w/ //0 (-14DA2R2)</li> <li>Drive Line Reactor (-14RLX)</li> <li>Unit Ground Load Connector Tin Plated Cu (-79LT)</li> <li>Unit Ground Load Connector Tin Plated Cu (-79LT)</li> <li>Heat Shrink Type Markers (-751HS)</li> <li>Mylar Device Markers (-751HS)</li> <li>(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch</li> <li>(1) Engineered Spec(s)/Modification and/or Custom Diagram</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact, 700-HA333?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) Filter,dv/dt, 12A,480-660V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			Selector Switch: HAND-OFF-AUTO (-3F)
<ul> <li>Pilot Light(5): FAOLT Type: LED Push To Test, Color(5): Amber (-5.1EA)</li> <li>Drive 24VDC w/ I/O (-14DA2R2)</li> <li>Drive Line Reactor (-14RLX)</li> <li>Unit Ground Load Connector Tin Plated Cu (-79LT)</li> <li>Unit Grd Stab Tin Plated Cu (-79UT)</li> <li>Heat Shrink Type Markers (-751HS)</li> <li>Mylar Device Markers (-751M)</li> </ul> Engineered Spec(s)/Modification(s) <ul> <li>(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch</li> <li>(1) Engineered Modification and/or Custom Diagram</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated,800H-FRX????</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08" w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),2001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included (1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
<ul> <li>Drive Line Readrof (-14RLX)</li> <li>Drive Line Readrof (-14RLX)</li> <li>Unit Ground Load Connector Tin Plated Cu (-79LT)</li> <li>Unit Grd Stab Tin Plated Cu (-79UT)</li> <li>Heat Shrink Type Markers (-751HS)</li> <li>Mylar Device Markers (-751M)</li> </ul> Engineered Spec(s)/Modification(s) <ul> <li>(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch</li> <li>(1) Engineered Modification and/or Custom Diagram</li> <li>(1) Builletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Builletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated,800H-FRX????</li> <li>(2) Builletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1. Space Factor Adder</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			Pliot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-51LA)
<ul> <li>Unit Ground Load Connector Tin Plated Cu (-79LT)</li> <li>Unit Ground Load Connector Tin Plated Cu (-79LT)</li> <li>Unit Grd Stab Tin Plated Cu (-79UT)</li> <li>Heat Shrink Type Markers (-751HS)</li> <li>Mylar Device Markers (-751M)</li> <li>Engineered Spec(s)/Modification(s)</li> <li>(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch</li> <li>(1) Engineered Modification and/or Custom Diagram</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated,800H-FRX????</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			Drive Line Reactor (-14BRLX)
Unit Grd Stab Tin Plated Cu (-79UT) Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751M) Engineered Spec(s)/Modification(s) (4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch (1) Engineered Modification and/or Custom Diagram (1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16? (1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated,800H-FRX??? (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA33? (1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17 (1) Door mounted Speed Pot,40129-801-15 (1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included (1) 1.0 Space Factor Adder (1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00 (1) Communication Options, Modbus,20-COMM-M			Unit Ground Load Connector Tin Plated Cu (-79LT)
<ul> <li>Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751M)</li> <li>Engineered Spec(s)/Modification(s) (4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch (1) Engineered Modification and/or Custom Diagram (1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16? (1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated,800H-FRX???? (2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA33? (1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17 (1) Door mounted Speed Pot,40129-801-15 (1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included (1) 1.0 Space Factor Adder (1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00 (1) Communication Options, Modbus,20-COMM-M</li> </ul>			Unit Grd Stab Tin Plated Cu (-79UT)
<ul> <li>Mylar Device Markers (-751M)</li> <li>Engineered Spec(s)/Modification(s)</li> <li>(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch</li> <li>(1) Engineered Modification and/or Custom Diagram</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated,800H-FRX????</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			Heat Shrink Type Markers (-751HS)
<ul> <li>Engineered Spec(s)/Modification(s)</li> <li>(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch</li> <li>(1) Engineered Modification and/or Custom Diagram</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated,800H-FRX???</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 5 pace Factor Adder</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			Mylar Device Markers (-751M)
<ul> <li>(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch</li> <li>(1) Engineered Modification and/or Custom Diagram</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-Illuminated,800H-FRX???</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			Engineered Spec(s)/Modification(s)
<ul> <li>(1) Engineered Modification and/or Custom Diagram</li> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated,800H-FRX???</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt, 12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch
<ul> <li>(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?</li> <li>(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated,800H-FRX???</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) Filter,dv/dt, 12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			(1) Engineered Modification and/or Custom Diagram
<ul> <li>(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated,800H-FRX???</li> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt, 12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
<ul> <li>(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt, 12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
<ul> <li>HA33?</li> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt, 12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
<ul> <li>(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T),20001U-17</li> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			HA33?
85T),20001U-17 (1) Door mounted Speed Pot,40129-801-15 (1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included (1) 1.0 Space Factor Adder (1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00 (1) Communication Options, Modbus,20-COMM-M			(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
<ul> <li>(1) Door mounted Speed Pot,40129-801-15</li> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			85T),20001U-17
<ul> <li>(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included</li> <li>(1) 1.0 Space Factor Adder</li> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			(1) Door mounted Speed Pot,40129-801-15
<ul> <li>(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 &amp; 1G Only),V1K12A00</li> <li>(1) Communication Options, Modbus,20-COMM-M</li> </ul>			(1) TOU wall extra capacity to Standard Control Transformer Fusing/Fuse Block Included (1) 1.0. Space Factor Adder
(1) Communication Options, Modbus,20-COMM-M			(1) Filter.dv/dt.12A.480-600V.60Hz.Open (Nema 1 & 1G Only).V1K12A00
			(1) Communication Options, Modbus,20-COMM-M


Unit Loc: 02G Del Prog: ENG Unit ID: 4	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 11A
7.5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 03A De Unit ID: 4	el Prog: ENG	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 A	C Drive w/CB	Total Space Factor = 3
		Wiring: NEMA Type B wiring
Pating		Output Current Rating: 11A
		Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)		Human Interface Module: LCD full numeric keypad - Door Mounted
(Normal Duty)		Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
		120V/60Hz
		Control Wiring: #16 AWG MTW(TEW) Cu
		Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
		Features Included
		Selector Switch: HAND-OFF-AUTO (-3F)
		Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
		Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
		Drive 24VDC w/ I/O (-14DA2R2)
		Drive Line Reactor (-14RLX)
		Unit Ground Load Connector I in Plated Cu (-79L1)
		Unit Gro Stab Tin Plated Cu (-7901)
		Heat Shrink Type Markers (-751HS)
		Engineered Spec(s)/Modification(s)
		(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
		Switch
		(1) Engineered Modification and/or Custom Diagram
		(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
		(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
		Illuminated,800H-FRX????
		(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
		HA33?
		(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
		85T),20001U-17
		(1) Door mounted Speed Pot,40129-801-15
		(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
		(1) 1.0 Space Factor Adder
		(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
		(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 03G Del Prog: ENG Unit ID: 5	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
(	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Prior Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-51LA)
	Drive 24VDC W/ I/O (-14DA2R2)
	Unite Cround Load Connector Tin Plated Cu ( 701 T)
	Unit Ground Load Connector Thir Flated Cu (-73L1)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) Filter, av/at, 12A, 480-600V, 60Hz, Open (Nema 1 & 1G Only), V1K12A00
	(1) Communication Options, Modbus,20-COMM-M



Unit Loc: 04A Del Prog: ENG Unit ID: 5	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Bating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
(Norman Daty)	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-/9L1)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 04G Del Prog: ENG Unit ID: 5	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Mular Davice Markers (751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 05A Del Prog: ENG Unit ID: 6 VFD - PowerFlex 753 AC Drive w/CB	Catalog Number: 2163UB-5P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 38TGM-79LT-79UT-751HS-751M Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 5A
3 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (15A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Prior Light(s). PAOLI Type, LED Push to rest, Color(s). And et (-51LA) Drive $24$ //DC w/ I/O (-14DA2B2)
	Drive Line Reactor (-14BLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated 800H-ERX2222
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C. Single AgNi Contact, 700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,6A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K6A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 05G Del Prog: ENG Unit ID: 7	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 06A Del Prog: ENG Unit ID: 7	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector I in Plated Cu (-79L1)
	Unit Grd Stab Tin Plated Cu (-7901)
	Mular Device Markers (-75105)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 06G Del Prog: ENG Unit ID: 9	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector I in Plated Cu (-79L1)
	Unit Gra Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 07A Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
	851-7505-751H5-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3 2-16 AMPS	Features Included
Motor RPM – 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (ELC) $= 10.83$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Eactor $= 1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700 HA Tube Base Belay, 2DDT, 2 pole, 2 Form C. Single AgNi Contact 700
	(2) Builetin 700-11A Tube base Relay, SFDT, S-pole, STOINTC, Single Agri Contact, 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Lingineered woonication and/or custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	(1) 100 watt avtra conceitu to Standard Control Transformer Eusing/Euco Plack Induded
	(1) The wait extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 07D Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
	851-7505-751H5-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
w/CB	I otal Space Factor = 1.5
	Wiring: NEMA Type B wiring
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relay(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor DDM - 1900	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (ELC) = $10.83$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Full Load Current (FEC) = $10.05$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79I T)
	Unit Grd Stab Tin Plated Cu (-79LIT)
	Elansed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3  NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PD1, 3-pole, 3 Form C, Single AgNi Contact, 700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 07G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
	851-7505-751H5-751H-911-9000
FVINR - Full Voltage Non-Reversing Starter	Size: NEIMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
F100 Electronic Overload (7EE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $10.83$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700 HA Tubo Basa Balay 2007 2 polo 2 Form C. Single AgNi Contact 700
	(2) Bulletin 700-LIA Tube base Relay, 3FDT, 3-pole, 3 FOITI C, Single Agin Contact, 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Lingineered woonication and/or custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	(1) 100 watt avtra appacity to Standard Control Transformer Eusing/Euse Plack Induded
	(1) The wall extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 07K Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1C-15-17-33TGA-79LT-79UT-
SVNR - Full Voltage Non-Reversing Starter	Size NEMA Size 1
w/CB	Total Space Factor - 1 5
W/08	Wiring: NEMA Type B wiring
Detter	Circuit Breaker: Instantaneous MCP, 65kA at 480V (G8P Frame) (3A Trin)
Rating	Control: Transformer with Secondary Fuse Standard Capacity, Primary Fusing
0.5 HP	120\//60Hz
	Control Wiring: #14 AWG Type SIS Cu (Tinned)
Overload Relay(s)	
E100 Electronic Overload (7FE1)	Features Included
Trip setting adjustment from 1-5 AMPS	
Motor RPM = 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 1.1	Pliot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pliot Light(s): OVERLOAD Type: LED Push To Test, Color(s): white (-51LW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector III Plated Cu (-79L1)
	Cline Gld Stab Tim Plated Cu (-7901)
	Hapsed Time Meter (-001)
	#14 AWG Cu (Tillieu) Type SiS (-7505)
	neal Shiftik Type Markers (-751mS)
	2 NC on Starter ( 011)
	2 NO on Starter (-911)
	5 NO 01 Statter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Engineered iviodification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	under 100 Amps) Receiving "Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 08A Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size NEMA Size 1
w/CB	Total Space Factor = $1.5$
	Wiring: NEMA Type B wiring
Dating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
Rating	Control: Transformer with Secondary Fuse. Standard Capacity. Primary Fusing
5 HP	120V/60Hz
	Control Wiring: #14 AWG Type SIS Cu (Tinned)
Overload Relay(s)	
E100 Electronic Overload (7FE1)	Features Included
Trip setting adjustment from 3.2-16 AMPS	<u>Features Included</u>
Motor RPM = 1800	Delector Switch, HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 6.88	Pilot Light(s): OV-OTT Type: LED Fush To Test, Color(s): Neu, Green (-SERG)
Motor Service Factor = 1.15	100 Watt Extra Cap. Control Power Transformer W/Pri Euse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79LIT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C. Single AgNi Contact 700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	under 100 Amps) Receiving Handling & Installation, (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 08D Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
	Total Space Factor - 1 5
W/CD	Wiring: NEMA Type B wiring
	Circuit Breaker: Instantaneous MCP 100kA at 180V (C8P Frame) (15A Trin)
Rating	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing
5 HP	
	120V/00HZ
Overload Relay(s)	Control wining. #14 AwG Type SiS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 6.88	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C. Single AgNi Contact.700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays, Timers Meters anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 08G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
Unit ID: 23	831-7505-751HS-751HS-751H-9000
FVINR - Full Voltage Non-Reversing Starter	Size: NEIMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $10.83$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Belay 3DDT 3-note 3 Form C. Single AdNi Contact 700-
	(2) Buildin 700-11A Tube base Keiay, Si DT, S-pole, ST onn C, Single Agin Contact, 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Engineered woundation and/or oustoin Diagram
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt avtra capacity to Standard Control Transformer Eusing/Euco Plack Included
	(1) TOO wall extra capacity to Stanuard Control Transformer Fusing/Fuse block included



Unit Loc: 08K Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-40TGA-79LT-79UT-
	851-7505-751H5-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
w/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (30A Trip)
7.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3 2-16 AMPS	Features Included
Motor RPM – 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (ELC) – 10.83	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor – 1 15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Belay 3DDT 3-note 3 Form C. Single AdNi Contact 700-
	(2) Buildin 700-11A Tube base Kelay, St DT, S-pole, ST offit C, Single Agivi Contact, 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Engineered woundation and/or oustoin Diagram
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt avtra capacity to Standard Control Transformer Eusing/Euco Plack Induded
	(1) TOO wall extra capacity to Stanuard Control Transformer Fusing/Fuse block included



Unit Loc: 09A Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
	851-7505-751H5-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
	Wiring: NEMA Type B Wiring
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $4.52$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AgNi Contact 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Maters aputhing
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 09D Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
	851-7505-751H5-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
	Wiring: NEMA Type B Wiring
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $4.52$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AgNi Contact 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Meters anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 09G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
	831-7505-751H5-751H9-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $4.52$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-note 3 Form C. Single AdNi Contact 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Motors aputhing
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Eusing/Euso Plack Included
	(1) TOO wall exita capacity to Standard Control Transformer Tusing/Puse DIOCK Included



Unit Loc: 09K Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-39TGA-79LT-79UT-
Unit ID: 26	851-7505-751H5-751H-911-9000
FVINR - Full Voltage Non-Reversing Starter	Size: NEIMA Size 1
W/CB	I otal Space Factor = 1.5
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = $6.88$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AdNi Contact 700-
	(2) Buildin 700 HA Tube Base Kelay, St BT, S pole, S Form C, Single Agric Contact, 700
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Motors anything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Eusing/Euso Plack Included
	יון דעט אימוג פאוומ טמאמטונץ גע סגמוועמוע טטווגעו דומווסוטווופו דעסווע/Fuse block וווכועעפע



Unit Loc: 10A Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000
EVNR - Full Voltage Non-Reversing Starter	Size NEMA Size 1
w/CB	Total Space Factor = $1.5$
	Wiring: NFMA Type B wiring
Poting	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
	Control: Transformer with Secondary Fuse. Standard Capacity. Primary Fusing.
3 HP	120V/60Hz
	Control Wirina: #14 AWG Type SIS Cu (Tinned)
Overload Relay(s)	
E100 Electronic Overload (7FE1)	Features Included
I rip setting adjustment from 3.2-16 AMPS	Selector Switch: HAND-OFE-AUTO (-3)
Motor RPM = 1800	Pilot Light(s): ON-OFF Type: LED Push To Test Color(s): Red. Green (-51 RG)
Motor Full Load Current (FLC) = 4.52	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
Motor Service Factor = 1.15	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 10D Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
Unit ID: 22	85T-750S-751HS-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
w/CB	Total Space Factor = 1.5
	Wiring: NEMA Type B wiring
Rating	Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Pelay(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 3.2.16 AMPS	Features Included
Motor DDM 1900	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Lood Current (ELC) $= 4.52$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Full Load Cultern (FLC) = $4.52$	Pilot Light(s): OVERI QAD Type: LED Push To Test, Color(s): White (-5TLW)
NOIDI SEIVICE FACIOI = 1.15	100 Watt Extra Cap, Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Environmed Chapter (a)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single Agini Contact, 700-
	(A) Environment Madification and (an Oustann Diagram
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Timers, Meters, anything
	under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 10G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT-
Child ID: 21	031-7303-73103-7310-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
W/CB	10 a   Space Factor = 1.5
	Wining: NEMA Type B wining
<u>Rating</u>	Circuit Breaker: Instantaneous MCP, 100KA at 480V (G8P Frame) (15A Trip)
3 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relav(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = $1800$	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 4.52	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = $1.15$	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay 3PDT 3-pole 3 Form C. Single AdNi Contact 700-
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Maters apything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 10K Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000
EVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
	Total Space Factor - 1.5
W/08	Wiring: NEMA Type B wiring
B. //	Circuit Breaker: Instantaneous MCP 100kA at 480V (G8P Frame) (154 Trin)
Rating	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing
3 HP	
	Control Wiring: #14 AWG Type SIS Cy (Tipped)
Overload Relay(s)	Control Winnig. #14 AWG Type SIS Cu (Tinneu)
E100 Electronic Overload (7FE1)	
Trip setting adjustment from 3.2-16 AMPS	Features Included
Motor RPM = 1800	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (FLC) = 4.52	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Service Factor = 1.15	Pilot Light(s): OVERLOAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elapsed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3 NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C. Single AgNi Contact 700-
	HA33?
	(1) Engineered Modification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices (Relays Timers Meters apything
	under 100 Amps) Receiving Handling & Installation (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 11A Del Prog: ENG Unit ID: 13	Catalog Number: 2163UB-3P4F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 36TGM-79LT-79UT-751HS-751M Total Space Easter = 2.5
VFD - FOWEIFIEX 753 AC DIIVE W/CB	Viring: NEMA Type B wiring
<b>B</b> (1)	Output Current Rating: 34
Rating	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (15A Trin)
1.5 HP (Name al Dutu)	Human Interface Module: I CD full numeric keypad - Door Mounted
(Normal Duty)	Control: Transformer with Secondary Fuse. Standard Capacity. Primary Fusing.
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector The Flated Cu $(-79L1)$
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	851),200010-17 (1) Deer mounted Speed Bat 40420-804-45
	(1) Door mounted Speed Pot,40129-801-15 (1) 100 watt avtra capacity to Standard Control Transformer Eusing/Eusa Plack Included
	(1) 100 waii exira capacity to Standard Conitor Hanstonner Fusing/Fuse DIOCK INCIDED
	(1) Filter dv/dt 4A 480-600V 60Hz Open (Nema 1 & 1G Oply) V1K4A00
	(1) Communication Options, Modbus.20-COMM-M



Unit Loc: 11F Unit ID: 8	Del Prog: ENG	Catalog Number: 2163UB-014NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX-41TGM- 79LT-79UT-751HS-751M
VFD - PowerFlex 7	53 AC Drive w/CB	Total Space Factor = 3.5
		Wiring: NEMA Type B wiring
Rating		Output Current Rating: 14A
10 HP		Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)		Human Interface Module: LCD full numeric keypad - Door Mounted
		Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
		120V/60Hz
		Control Wiring: #16 AWG MTW(TEW) Cu
		Features Included
		Selector Switch: HAND-OFF-AUTO (-3F)
		Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
		Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
		Drive 24VDC W/ I/O (-14DA2R2)
		Drive Line Reactor (-14RLX)
		Unit Ground Load Connector Tin Plated Cu (-79LT)
		Heat Shrink Type Markers (-751HS)
		Mylar Device Markers (-751M)
		Engineered Spec(s)/Modification(s)
		(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch
		(1) Engineered Modification and/or Custom Diagram
		(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
		(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
		Illuminated,800H-FRX????
		(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
		HA33?
		(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
		85T),20001U-17
		(1) Door mounted Speed Pot,40129-801-15
		(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
		(1) 1.0 Space Factor Adder
		(1) Filter, av/at, 18A, 480-600V, 60Hz, Open (Nema 1 & 1G Only), V1K18A00
		(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 12A Del Prog: ENG Unit ID: 10	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Bating	Output Current Rating: 8A
5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter, av/at, 12A, 480-600V, 60Hz, Open (Nema 1 & 1G Only), V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 12G Del Prog: ENG Unit ID: 11	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Pating	Output Current Rating: 11A
7.5 HD	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
(Normal Duty)	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 13A Del Prog: ENG Unit ID: 11	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 11A
7.5 HP	Human Interface Module: I CD full numeric keynad - Door Mounted
(Normal Duty)	Control: Transformer with Secondary Fuse. Standard Capacity. Primary Fusing.
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-511 A)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Heat Shrink Type Markers (-751HS)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non- Illuminated.800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700- HA332
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option - 85T) 200011-17
	(1) Door mounted Speed Pot.40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 13G Del Prog: ENG Unit ID: 11	Catalog Number: 2163UB-011F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 40TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Rating	Output Current Rating: 11A
7.5 HP	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (30A Trip)
(Normal Duty)	Human Interface Module: LCD full numeric keypad - Door Mounted
(	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
	Control Wiring: #16 AWG MTW(TEW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-7901)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 14A Del Prog: ENG Unit ID: 12	Catalog Number: 2163UB-8P0F1NKB-3F-5LRG-5TLA-14DA2R2-14HBA6-14RLX- 39TGM-79LT-79UT-751HS-751M
VFD - PowerFlex 753 AC Drive w/CB	Total Space Factor = 3
	Wiring: NEMA Type B wiring
Boting	Output Current Rating: 8A
Rating	Circuit Breaker: Thermal Magnetic, 65kA at 480V (G6C Frame) (20A Trip)
	Human Interface Module: I CD full numeric keypad - Door Mounted
(Normal Duty)	Control: Transformer with Secondary Fuse. Standard Capacity. Primary Fusing
	120V/60Hz
	Control Wiring: #16 AWG MTW(TFW) Cu
	Note: Frame 1 drives are not compatible with ungrounded or HRG systems.
	Features Included
	Selector Switch: HAND-OFF-AUTO (-3F)
	Pilot Light(s): RUN-AT SPEED Type: LED Push To Test, Color(s): Red, Green (-5LRG)
	Pilot Light(s): FAULT Type: LED Push To Test, Color(s): Amber (-5TLA)
	Drive 24VDC w/ I/O (-14DA2R2)
	Drive Line Reactor (-14RLX)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	Engineered Spec(s)/Modification(s)
	(4) Convert (1) 800F Pilot Light or Selector Switch to (1) 800H Pilot Light or Selector
	Switch
	(1) Engineered Modification and/or Custom Diagram
	(1) Bulletin 800H, Pilot Light, Push-to-Test, Transformer Type, LED,800H-PRTH16?
	(1) Bulletin 800H, Push Button, Push-Pull or Push-Pull/Twist, Maintained Contact, Non-
	Illuminated,800H-FRX????
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact,700-
	HA33?
	(1) Hobbs Elapsed Time Meter, 2.08"w x 1.02"h, 6 digit, 99999.9, non-reset (Option -
	85T),20001U-17
	(1) Door mounted Speed Pot,40129-801-15
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included
	(1) 1.0 Space Factor Adder
	(1) Filter,dv/dt,12A,480-600V,60Hz,Open (Nema 1 & 1G Only),V1K12A00
	(1) Communication Options, Modbus, 20-COMM-M



Unit Loc: 14G Del Prog: ENG	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1C-15-17-33TGA-79LT-79UT-
	851-7505-751H5-751M-911-9000
FVNR - Full Voltage Non-Reversing Starter	Size: NEMA Size 1
w/CB	I otal Space Factor = 1.5
	Wiring: NEMA Type B wiring
Rating	Circuit Breaker: Instantaneous MCP, 65kA at 480V (G8P Frame) (3A Trip)
0.5 HP	Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing,
	120V/60Hz
Overload Relay(s)	Control Wiring: #14 AWG Type SIS Cu (Tinned)
E100 Electronic Overload (7EE1)	
Trip setting adjustment from 1.5 AMPS	Features Included
Motor RDM – 1900	Selector Switch: HAND-OFF-AUTO (-3)
Motor Full Load Current (ELC) $= 1.1$	Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG)
Motor Full Load Culteril (FLC) = 1.1 Motor Service Factor $-1.15$	Pilot Light(s): OVERI QAD Type: LED Push To Test, Color(s): White (-5TLW)
	100 Watt Extra Cap, Control Power Transformer W/Pri Fuse (-6XP)
	Add 0.5 space factor to unit (-15)
	Contactor Surge Suppressor (-17)
	Unit Ground Load Connector Tin Plated Cu (-79LT)
	Unit Grd Stab Tin Plated Cu (-79UT)
	Elansed Time Meter (-85T)
	#14 AWG Cu (Tinned) Type SIS (-750S)
	Heat Shrink Type Markers (-751HS)
	Mylar Device Markers (-751M)
	2 NC on Starter (-911)
	3  NO on Starter (-9000)
	Engineered Spec(s)/Modification(s)
	(2) Bulletin 700-HA Tube Base Relay, 3PDT, 3-pole, 3 Form C, Single AgNi Contact, 700-
	(1) Engineered iviodification and/or Custom Diagram
	(1) Customer Supplied Equipment - Small Devices, (Relays, Limers, Meters, anything
	under 100 Amps) Receiving ,Handling, & Installation. (per device)
	(1) 100 watt extra capacity to Standard Control Transformer Fusing/Fuse Block Included



Unit Loc: 14K Del Prog: ENG Unit ID: 27 FVNR - Full Voltage Non-Reversing Starter w/CB Rating 3 HP Overload Relay(s) E100 Electronic Overload (7FE1) Trip setting adjustment from 3.2-16 AMPS Motor RPM = 1800 Motor Full Load Current (FLC) = 4.52 Motor Service Factor = 1.15	Catalog Number: 2113B-BAB-3-5LRG-5TLW-6XP-7FE1D-15-17-38TGA-79LT-79UT- 85T-750S-751HS-751M-911-9000 Size: NEMA Size 1 Total Space Factor = 1.5 Wiring: NEMA Type B wiring Circuit Breaker: Instantaneous MCP, 100kA at 480V (G8P Frame) (15A Trip) Control: Transformer with Secondary Fuse, Standard Capacity, Primary Fusing, 120V/60Hz Control Wiring: #14 AWG Type SIS Cu (Tinned) Features Included Selector Switch: HAND-OFF-AUTO (-3) Pilot Light(s): ON-OFF Type: LED Push To Test, Color(s): Red, Green (-5LRG) Pilot Light(s): OV-RLOAD Type: LED Push To Test, Color(s): White (-5TLW) 100 Watt Extra Cap. Control Power Transformer W/Pri Fuse (-6XP) Add 0.5 space factor to unit (-15) Contactor Surge Suppressor (-17) Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT) Elapsed Time Meter (-85T) #14 AWG Cu (Tinned) Type SIS (-750S) Heat Shrink Type Markers (-751HS) Mylar Device Markers (-751HS) Mylar Device Markers (-751M) 2 NC on Starter (-911) 3 NO on Starter (-900) Engineered Modification and/or Custom Diagram (1) Customer Supplied Equipment - Small Devices, (Relays, Timers ,Meters, anything under 100 Amps) Receiving ,Handling, & Installation. (per device) (1) 100 watt extra capacity to Standard Control Transformer Fusion/Fuse Block Included
Unit Loc: 15ADel Prog: SCIIUnit ID: 28FCB - Feeder Circuit BreakerRating 50AWiring Diagram 10004170737	Catalog Number: 2193F-AKB-35TGM-79LT-79UT   Total Space Factor = 1   Circuit Breaker: Thermal Magnetic, 65kA at 480V (50) with Frame Rating of 125A (G6C   Frame), Plug-In Unit, 50A Trip   Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase   Features Included   Unit Ground Load Connector Tin Plated Cu (-79LT)   Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Unit Loc: 15C Del Prog: SCII Unit ID: 28 FCB - Feeder Circuit Breaker Rating 50A <u>Wiring Diagram</u> 10004170737 <u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	Catalog Number: 2193F-AKB-35TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (50) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 50A Trip Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
Unit Loc: 15EDel Prog: SCIIUnit ID: 29FCB - Feeder Circuit Breaker	Catalog Number: 2193F-AKB-40TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (100) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 100A Trip
<u>Rating</u> 100A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004034748	Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	
Unit Loc: 15G Del Prog: SCII Unit ID: 31 DOOR - Blank Unit Door	Catalog Number: 2100-BK10 Total Space Factor = 1
Unit Loc: 15JDel Prog: SCIIUnit ID: 30FCB - Feeder Circuit Breaker	Catalog Number: 2193F-AKB-30TGM-79LT-79UT Total Space Factor = 1 Circuit Breaker: Thermal Magnetic, 65kA at 480V (15) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 15A Trip
<u>Rating</u> 15A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004034766	Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
<u>Overload Relay(s)</u> Motor Full Load Current (FLC) = Not Available	



Unit Loc: 15L Del Prog: SCI Unit ID: 28	I Catalog Number: 2193F-AKB-35TGM-79LT-79UT Total Space Factor = 1
FCB - Feeder Circuit Breaker	Circuit Breaker: Thermal Magnetic, 65kA at 480V (50) with Frame Rating of 125A (G6C Frame), Plug-In Unit, 50A Trip
<u>Rating</u> 50A	Lugs Supplied: Std Mech/Lug Pads, 1/0 AWG Size Wire, 1 Cables per Phase
<u>Wiring Diagram</u> 10004170737	Features Included Unit Ground Load Connector Tin Plated Cu (-79LT) Unit Grd Stab Tin Plated Cu (-79UT)
Overload Relay(s) Motor Full Load Current (FLC) = No Available	t


# **Rockwell Automation**

Centerline 2100 Motor Control Center

**Front Elevation** 

Project Name: Palmdale WD - Demonstratin Facility Project Item: MCC-1B - OP2 Project ID #: 5323427/4 Salesperson: Juan Campos Created By: Juan Campos Date/Time: 02/11/24 - 10:27

Rockwell Automation/Allen-Bradley

PowerControl Builder Lineup



NOTE: Dimensions are subject to change after design review.

ENCLOSURE: NEMA Type 1G (General Purpose with Gasketed Doors and Bottom Closing Plates)



Estimated Heat Loss: 7225 watts BTU/hr Required: 24652 Air Conditioning Tons: 2.06 Estimated Weight: 7500 lb (3402 kg) Heat loss values are for estimating purposes only.

# Unit Details - Palmdale WD - Demonstratin Facility

Master Nameplate Type: No Master Nameplate

**Unit Nameplate Type:** Acrylic - Black letters on white (4 lines)

Location	Туре	HP	KW	Rating	Nameplate L1	Nameplate L2	Nameplate L3	Nameplate L4			
1A	MLUG	0	0	1200							
1E	METR	0	0	0							
1H	FCBX	0	0	60							
1L	FCB	0	0	50							
2A	VFD	7.5	0	125.0							
2G	VFD	7.5	0	125.0							
ЗА	VFD	7.5	0	125.0							
3G	VFD	5	0	125.0							
4A	VFD	5	0	125.0							
4G	VFD	5	0	125.0							
5A	VFD	3	0	125.0							
5G	VFD	5	0	125.0							
6A	VFD	5	0	125.0							
6G	VFD	5	0	125.0							
7A	FVNR	7.5	0	125.0							



7D	FVNR	7.5	0	125.0					
7G	FVNR	7.5	0	125.0					
7K	FVNR	0.5	0	125.0					
8A	FVNR	5	0	125.0					
8D	FVNR	5	0	125.0					
8G	FVNR	7.5	0	125.0					
8K	FVNR	7.5	0	125.0					
9A	FVNR	3	0	125.0					
9D	FVNR	3	0	125.0					
9G	FVNR	3	0	125.0					
9K	FVNR	5	0	125.0					
10A	FVNR	3	0	125.0					
10D	FVNR	3	0	125.0					
10G	FVNR	3	0	125.0					
10K	FVNR	3	0	125.0					
11A	VFD	1.5	0	125.0					
11F	VFD	10	0	125.0					
12A	VFD	5	0	125.0					
12G	VFD	7.5	0	125.0					
13A	VFD	7.5	0	125.0					
13G	VFD	7.5	0	125.0					
14A	VFD	5	0	125.0					
14G	FVNR	0.5	0	125.0					
14K	FVNR	3	0	125.0					



15A	FCB	0	0	50					
15C	FCB	0	0	50					
15E	FCB	0	0	100					
15G	DOOR	0	0	0					
15J	FCB	0	0	15					
15L	FCB	0	0	50					



#### 1 Royal Industrial Solutions Terms and Conditions of Sale

1. **PROPOSAL and ACCEPTANCE OF ORDER:** Quotations, bids and proposals (hereinafter "Proposal(s)"), provided by CED (hereinafter "CED"), and where applicable, CED's vendors, suppliers and manufacturers (hereinafter "Suppliers"), shall be expressly limited to and conditioned upon these Terms and Conditions. The term "Products" includes products, goods, parts, components, equipment, materials, and programming, start-up and training services, and any other items accepted by CED in an order placed by Buyer. Placement of an order for Products ("Order") with CED constitutes acceptance of CED's proposal (if provided), and these Terms and Conditions as written. Any additional, different or contrary terms in Buyer's purchase order or order form are deemed to be material alterations and notice of objection to them and rejection of them is hereby deemed given. Further, acceptance or acknowledgment by CED of an Order shall be (1) expressly limited to and conditioned upon these Terms and Conditions, (2) subject to credit approval at the sole discretion of; and (3) subject to acceptance of the Order by CED and where applicable, CED's Suppliers. The limit of Buyer's open account may be increased or decreased from time to time at the sole discretion of CED and at all times must be satisfactory to CED may terminate the Order upon notice to Buyer and without liability to CED. Payment for, or acceptance of, any delivery of Products or performance by CED shall also constitute Buyer's acceptance of these Terms and Conditions. In no event shall CED's quote or any Order include any design, installation, supervisory, or other services for which an engineering or contractor's license is required. CED's Proposal, the Order, and these Terms and Conditions constitute the entire and exclusive agreement ("Agreement") of the Parties with respect to the Products provided hereunder and supersede all previous and contemporaneous written and oral agreements and warranties related to the subject matter hereof. The failure of either party to insist

2. **TAXES:** Buyer shall pay the amounts of any sales, use, value added, excise, gross receipts, gross income, business and occupation or similar present or future taxes, duties or other assessments imposed by any governmental authority on the sale, purchase, delivery, transporting, use or storage of, or otherwise in connection with, Products sold by CED to Buyer, as well as the amounts of any fine, penalty or interest thereon. Buyer shall supply to CED copies of evidence of payment of or exemption from any taxes, duties or other assessments which Buyer is obligated to pay.

3. **TERMS OF PAYMENT:** All purchases are due in net thirty days (Net 30) from invoice date, with interest accruing at a rate of 18% per annum for any late payments. In no event shall Buyer withhold retention from any payments. In the event Buyer falls behind on payment and fails to bring its account current within 10 days of CED written notice to do so, then CED shall have the right to suspend further shipments until all outstanding invoices are paid. In no event shall CED be required to provide waivers or releases of mechanics' lien rights, stop notice rights, or bond claim rights as a condition for payment, except as provided under California Civil Code, Sections 8132, 8134, 8136, and 8138 relating to conditional and unconditional waivers and releases.

4. **DELIVERY AND TRANSPORTATION:** Unless otherwise expressly agreed in writing by CED, all Products shall be delivered F.O.B. shipping point and risk of loss or damage to the Products passes to and is assumed by Buyer at the point of shipment. Buyer shall incur all costs for any requirements that deviate from CED's or its Suppliers' standard packing and shipping methods. Buyer shall strictly comply with all requirements of the shipping or freight company related to inspections and damage to Products, otherwise Buyer's right to any claim for damage during shipment is waived. The Buyer hereby agrees to pay a storage charge as reasonably determined by CED on all Products that are not accepted by Buyer when said Products are available for shipment.

5. **CANCELLATIONS and RETURNS:** Buyer may not cancel the Order without written agreement by CED, and Buyer shall pay the amount assessed by any of CED's Suppliers for such cancellation, plus a reasonable amount as determined by CED as compensation for work provided in relation to the Order. CED must approve all returns, which, if approved are subject to a restocking charge as determined by CED, and Buyer at its sole cost is responsible for shipping any returned Products to CED or its Suppliers, at CED's sole discretion. All risks of loss and damage for returns are borne by Buyer.

6. **DELAY IN DELIVERY/FORCE MAJEURE:** Factory shipment or delivery dates are the best estimates of CED and/or its Suppliers. CED shall not be liable for any delays or damages suffered or claimed by Buyer, Buyer's customer, or the ultimate user of the Products, due to delays in delivery or for failure to perform resulting from or due to any cause whatsoever not reasonably within CED's control, including, without limitation, delays on the part of CED's Suppliers, accidents to or breakdowns or mechanical failure of machinery or equipment; inclement weather; strikes, lockouts or other labor difficulties; shortage of labor, utilities, energy sources, transportation, or raw materials or parts, or failure of usual means of supply; fires; floods; explosions; war, declared or undeclared; insurrection; riots; acts of God or a public enemy; or priorities, allocations or limitations or other acts required or requested by the Federal, state or local governments or any of their subdivisions, bureaus or agencies, and any excuse for nonperformance available under the Uniform Commercial Code or any other applicable law. CED may, at its option, cancel any Order of Buyer or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. CED shall have the further right to then allocate its available products among its consumers in such manner as CED in its sole discretion may consider equitable. Should the shipment of any Products be delayed due to a cause or event which is reasonably within CED's control, and such delay causes actual damage to Buyer, then in no event shall the aggregate amount of liability that CED has under any Order for any and all such delays be greater than 10% of the value of the Product delayed, or <u>\$20,000.00</u>, whichever is less, and this aggregate amount shall be the sole and exclusive liability that CED shall have for delays.

7. WARRANTIES: Products sold by CED are not manufactured by CED. The Products may, however, be covered by a Suppliers' warranty (if any) for the standard time frames provided by each Supplier. CED hereby assigns and passes through to the Buyer any warranty of the Suppliers, and Buyer acknowledges that it shall have recourse only under such warranties and only as against each such Suppliers of the Products. CED MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS IT SELLS. CED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, ANY PERFORMANCE WARRANTIES OR GUARANTEES, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

8. **INDEMNITY and LIABILITY:** To the greatest extent allowed by law, Buyer shall indemnify, defend and hold CED harmless from all claims, damages, expenses, liabilities and losses ("Claims"), including, without limitation attorney's fees and costs incurred, for personal injuries, bodily injury, property damages or other losses, whether or not a lawsuit or other action is filed, resulting from, related to, or



occurring from the use or failure of any Products provided by CED to the extent not caused by CED's sole or active negligence. Notwithstanding anything to the contrary, in no event shall the total cumulative aggregate liability of CED resulting from, arising out of or in connection with this Order or the Products provided by CED exceed the value of the Product or service upon which the Claim is based, or the coverage available under any insurance policy CED has in place which applies to this Order, whichever is less, regardless of the legal or equitable theory upon which the Claim of liability is based. Notwithstanding anything to the contrary, in no event shall CED or its affiliates and Suppliers be liable to Buyer for any indirect, consequential, incidental, special, exemplary or punitive damages, including, but not limited to, damages incurred by the Buyer, Buyer's customer, or the ultimate user of the Products; for rental expenses; for lease expenses (both real property or equipment); for losses of use, income, profit, financing, business and reputation; for loss of management or employee productivity or of the services of such persons; for principal office expenses including the compensation of personnel stationed there; or for loss of profit (whether arising from or related to breach of contract, tort, including negligence, strict liability, warranty, indemnity or any other cause of action, claim or basis whatsoever.

9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws rules. The parties irrevocably submit to the jurisdiction of the state and federal courts located in Los Angeles, California for any action or proceeding regarding this Agreement, and the parties waive any right to object to such jurisdiction, except a suit filed in order to perfect a lien or stop payment notice claim, may be filed in the county in which the project is located. In the event a dispute arising out or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and all expenses and costs, including, but not limited to, expert witness fees, incurred, in addition to any other relief to which it is entitled. If any provision of this Agreement is determined to be invalid or unenforceable, that provision will be deemed to be severed from this Agreement or may be modified to give its intent and purpose, and will not cause the remainder of this Agreement to be invalid or unenforceable.

Acceptance of PO:

Send Purchase order to: Dirk@RoyalValencia.com and CC jcampos@royalasg.com.

Royal Industrial Solutions 27520 Avenue Hopkins Valencia, CA 91355



# **BOARD MEMORANDUM**

DATE:	March 11, 2024									
то:	BOARD OF DIRECTORS									
FROM:	Mr. Scott Rogers, Engineering Manager									
VIA:	Mr. Dennis D. LaMoreaux, General Manager									
RE:	CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT TO PURCHASE AND EXECUTE THE PURCHASE AND SALE OF REAL PROPERTY WITH THE APN 3022-011-002 IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, FOR THE PURE WATER AV FULL- SCALE FACILITY. (\$475,000.00 – BUDGETED – WORK ORDER NO. 22-654 – ENGINEERING MANAGER ROGERS)									

# **Recommendation:**

Staff recommends that the Board authorize the General Manager to enter into an agreement to purchase and execute the purchase and sale of the real property with the APN 3022-011-002 in the City of Palmdale, County of Los Angeles, owned by Prasad Mummaneni Trust and Veena Mummaneni Trust, Bhaskara Family Trust, Ravikumar Revocable Trust, and Navamani Family Revocable Trust for the Pure Water Antelope Valley (AV) Full Scale Facility in the amount of \$475,000. The property is just under 5 acres which will provide sufficient area of the full-scale facility, injection wells, and ancillary equipment associated with the full advanced treatment process and Capture6 Facility.

# Alternative Options:

The alternative is to reject the property purchase.

# Impact of Taking No Action:

The impact of taking no action would be a delay in the Pure Water AV Full-Scale environmental and preliminary design of the facility including Capture6.

# **Background:**

Staff and the District's program manager, Stantec, have been pursuing the implementation of Pure Water Antelope Valley (Pure Water AV), which will be a regional recycled water program to address and improve water supply resiliency and groundwater aquifer management. Pure Water AV is planned to be an indirect potable reuse (IPR) project to be permitted under Title 22 Code of California Regulations for groundwater augmentation via direct injection. The District has plans to construct a five million gallon per day (MGD) Advanced Water Treatment Facility (Full-Scale Facility).

BOARD OF DIRECTORS PALMDALE WATER DISTRICT VIA: Mr. Dennis D. LaMoreaux, General Manager

Additional property will be required to incorporate Capture6's facility on the property and should be close to the Full-Scale Facility requiring approximately 2 acres to accommodate the process and air capture equipment. On November 28, 2022, the Board approved the purchase of approximately 15 acres of land to install the full-scale advance treatment system facility and injection wells. The property adjacent to the recently purchased property was available for sale. District staff hired OPC to perform the appraisal and provide professional services to negotiate and execute the purchase of the property.

#### Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 3 – Systems Efficiency. This item directly relates to the District's Mission Statement.

# Budget:

This item is budgeted under Work Order No. 22-654

# Supporting Documents:

- Property Location
- Purchase Agreement
- Property Appraisal
- Administrative Settlement Memo and Recommendation



Location of APN 3022-011-002

#### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this dav , 2024 ("Agreement Date") by and among (i) PALMDALE WATER DISTRICT, a of California public agency ("Buyer"), and (ii) (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986 as to an undivided 5/16 interest; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989, as to an undivided 6/16 interest; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013, as to an undivided 2/16 interest; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990, as to an undivided 3/16 interest (collectively "Seller") and COMMONWEALTH TITLE INSURANCE COMPANY, a corporation ("Escrow Holder" and "Title Company").

# RECITALS:

- A. Seller is the owner in fee of certain unimproved real property commonly known as 38902 25th Street East, Palmdale, CA 93550 in the City of Palmdale, County of Los Angeles, State of California (APN 3022-011-002) legally described on <u>Exhibit A</u> attached hereto, together with all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the real property ("Property").
- B. Buyer desires to purchase the Property from Seller in connection with the Palmdale Water District - Pure Water AV Acquisition Services ("Project").
- C. Buyer commenced the process of acquiring the Property pursuant to that certain initial letter dated November 16, 2023 ("Condemnation Process").
- D. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property by the District pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

#### TERMS AND CONDITIONS:

#### 1. PURCHASE AND SALE OF PROPERTY.

1.1 Acquisition of Property. Pursuant to the terms of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property AS-IS subject to the representations and warranties set forth herein.

Waiver and Release. The Compensation Amount (defined in Section 3.1 below) to 1.2 be paid by Buyer to Seller is all-inclusive of Seller's interest in the Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer's acquisition of the Property for public purposes. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer's acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes including, without limitation, Seller's fee interest in the land, severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Property by Buyer (the process and Compensation Amount (defined in Section 3.1) is hereinafter referred to as "Just Compensation").

As of the Closing (as defined in Section 5.1), Seller irrevocably releases and discharges the Buyer, and their employees, agents, officers and representatives, from any and all manner of actions, causes of action, in law or in equity, of any nature whatsoever, known or unknown, fixed or contingent Seller now or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this release with respect to the Just Compensation. Seller expressly agrees to waive and relinquish all rights and benefits it may have under California Civil Code Section 1542 with respect to Just Compensation. That section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.



2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("Escrow") with Commonwealth Title Insurance Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Cheryl Greer, Escrow Officer at Commonwealth Title Insurance Company, 601 S. Figueroa Street (40<sup>th</sup> Floor) Suite 4000, Los Angeles, CA 90017 <u>cgreer@cltic.com</u> (213) 330-3080 ("Escrow Officer") together with the Deposit (as defined in Section 3.2(a) ("Opening of Escrow").

# 3. COMPENSATION.

**3.1** *Compensation.* The compensation for the Property is Four Hundred Seventy Five Thousand Dollars (\$475,000) ("Compensation Amount").

3.2 Payment. The Compensation Amount shall be paid as follows:

- a. *Deposit.* At Opening of Escrow, Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000) with Escrow Holder ("**Deposit**").
- b. Balance of Funds. At least one (1) business day prior to the Closing, Buyer

shall deposit balance of the Compensation Amount with Escrow Holder in Good Funds (as defined below).

3.3 **Disbursement of Seller's Net Proceeds.** At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

**3.4 Good Funds.** All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

# ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and acknowledged grant deed in the form of <u>Exhibit B</u> attached hereto ("Grant Deed").
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.2 Buyer.** Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed ("Certificate of Acceptance").
- b. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.3 Recordation, Completion and Distribution of Documents.** Escrow Holder will cause Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

#### 5. CLOSING DATE; TIME IS OF ESSENCE.

**5.1 Closing Date.** Escrow shall close thirty (30) days after expiration of the Due Diligence Period (defined in Section 7.2) but no later than ninety (90) days after the Opening of Escrow ("**Closing Date**") unless extended as evidenced by a writing signed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed with the Certificate of Acceptance are filed for recording by the Escrow Holder in the Office of the County

Recorder of Los Angeles County, California.

5.2 **Possession.** Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all claims of possession (including, but not limited to, any occupants) and of all personal property and debris.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 General Manager's Authority. Buyer by its execution of this Agreement hereby agrees that the General Manager of the Buyer or designee (who has been designated by General Manager's written notice delivered to Seller and Escrow Holder) shall, in General Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the General Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the Board of Directors, provided that such minor modifications must be approved by the District's General Counsel.

#### 6. TITLE; TITLE POLICY.

#### 6.1 Approval of Title.

(a) Commonwealth Land Title Company ("Title Company") has issued that certain preliminary title report #92018802 dated as of August 23, 2022 ("Preliminary Title Report") which has been delivered to Buyer.

(b) Buyer approves (i) non-delinquent real property taxes, and (ii) exceptions B, C, 1, 2 and 7 on the Preliminary Title Report ("Approved Exceptions").

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions. Within such ten (10) day period, Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's disapproval of any matters contained in any amendment or supplement to the Preliminary Title Report ("Disapproved Exceptions"). In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state

income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 *Title Policy.* At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA Owner's non-extended Policy of Title ("Title Policy") insuring title to the Property vested in Buyer in the amount of the Compensation Amount, containing only the Approved Exceptions. The cost of the Title Policy to Seller shall be paid by Buyer. The Title Policy shall also include any available extended coverage or endorsements that Buyer has reasonably requested.

#### 7. DUE DILIGENCE.

7.1 Scope of Due Diligence. Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control. Buyer is acquiring the Property for the Project (as described in Recital B above). Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement. Buyer may, in its sole discretion, elect to obtain (at its sole cost and expense) a Phase I Environmental Assessment ("Phase I") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("Phase II").

7.2 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") no later than seventy-five (75) days from the Opening of Escrow ("Due Diligence Period"), of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's disapproval thereof.

7.3 Right to Enter. Commencing upon Opening of Escrow, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) provide Seller fortyeight (48) hours prior written notice where reasonable under the circumstances; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (v) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vi) Buyer shall maintain an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names Seller as additional insured; (vii) return the Property to substantially its original condition following Buyer's entry; and (viii) take title to the Property at closing subject to any title exceptions caused by Buyer exercising this right to enter. If Buyer elects to not purchase the Property, copies of all reports. and investigations shall be provided to Seller.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement.

7.4 **Natural Hazard Disclosure Report.** Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property from Disclosure Source ("NHD Report") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Buyer shall pay for the NHD Report.

## 8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("Buyer's Conditions Precedent"):

- (a) Title Company will issue the Title Policy as specified in Section 6.2.
- (b) Buyer has approved the condition of the Property by issuance of the Buyer's Due Diligence Notice pursuant to Section 7.2.
- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer is not in material default of its obligations under this Agreement.

#### 9. REPRESENTATIONS AND WARRANTIES.

#### 9.1 General Representations and Warranties.

To Seller's knowledge (as defined in Section 9.3), Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

(a) There are no natural or environmental hazards located on the Property that would

limit its marketability, merchantability, or suitability for development or impede its use in any way,

(b) The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party (including but not limited to Seller's predecessors in title to the Property). has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials," which for the purpose of this Agreement shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Sections 25249,5 et seq., of the California Health & Safety Code: and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

(c) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(d) Seller has received no written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(e) There are no unrecorded easements and no encroachments onto the Property by buildings or improvements from any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

1445(f)(3).

(f) Seller is not a foreign person as defined in Internal Revenue Code Section 3).

(g) Seller has the unimpeded power and Buyer to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(h) Seller is the sole owner, in fee simple, of and have the right and legal ability to transfer said property to the Buyer as set forth in this Agreement

9.2 Survival of Representations and Warranties of Seller. All representations and warranties by Seller contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of Closing, shall be deemed to be material, shall survive the execution and delivery of this Agreement, shall not be affected by any investigation,

verification or approval Buyer and shall delivery of the Deed and transfer of title for a period of two (2) years following the Closing Date ("Outside Date"). Any claim, if any, by Buyer or Seller for the breach of any representation or warranty hereunder by the other party must be made in writing, if at all, on or prior to the Outside Date. EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER PROVIDED IN SECTION 9.1, BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S INSPECTION AND INVESTIGATION OF THE PROPERTY, AND THAT BUYER WILL BE PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND "WITH ALL FAULTS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST SELLER ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE. RELATING TO THE PROPERTY OTHER THAN IN CONNECTION WITH THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN SECTION 9.1 OF THIS AGREEMENT. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, TO THE FULLEST EXTENT PERMITTED BY LAW, AFTER THE CLOSING BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF ITS AND THEIR RESPECTIVE TRUSTEES, PARTNERS, MEMBERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES. AGENTS, ATTORNEYS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM (COLLECTIVELY, THE "SELLER PARTIES") FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY EXCEPT TO THE EXTENT OF THE LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER PROVIDED IN SECTION 9.1, BUYER EXPRESSLY AGREES TO WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542 WITH RESPECT TO THE PROPERTY AFTER THE CLOSING. THAT SECTION READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

THE PROVISIONS OF THIS SECTION ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER. SELLER AND BUYER HAVE EACH INITIALED THIS ARTICLE TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE SHALL CONSTITUTE A WAIVER BY BUYER WITH RESPECT TO ANY FRAUD BY SELLER.

BUYER'S INITIALS:	
SELLER'S INITIALS X MO	

9.3 Definition of Seller's Knowledge. Terms such as "to Seller's knowledge" or like phrases shall mean the actual knowledge of Ravi Ravikumar ("Knowledge Party"), with the duty of

reasonable inquiry. Notwithstanding the foregoing, the qualifying Seller's knowledge shall not give rise to any personal liability on the part of the Knowledge Party.

**9.4 Breach.** If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement.

# 10. ESCROW PROVISIONS.

**10.1** *Escrow Instructions.* Sections 1.1, 2 through 6, inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

**10.2 General Escrow Provisions.** Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

**10.3 Proration of Real Property Taxes.** All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller shall apply to the County for the applicable refund.

#### 10.4 Payment of Costs.

a. Cost Allocation. Buyer shall pay the costs for the Title Policy, all escrow costs, and the NHD Report ("Buyer's Charges"). Seller shall pay any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("Seller's Charges"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

**NOTE:** Buyer is a public agency and, therefore, (i) is exempt from recording charges applicable to recording the Grant Deed pursuant to Govt Code § 6103; and (ii) no documentary transfer taxes are due because the Property is being transferred to a governmental agency and is, therefore, exempt pursuant to Revenue & Taxation Code §11922.

b. Closing Statement. At least three (3) business days prior to the Closing Date,

Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

**10.5** *Termination and Cancellation of Escrow.* If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

**10.6** Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

**10.7 No Withholding as Foreign Seller.** Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code § 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

**10.8 Brokerage Commissions.** The parties acknowledge and represent that Buyer shall pay no commission to any broker or finder in connection with the purchase and sale of the Property. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

#### 11. DAMAGES.

11.1 <u>LIQUIDATED DAMAGES FOR BUYER'S BREACH</u>. IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES <u>NOT</u> APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

**Buyer's Initials** 

Seller's Initials

**11.2 BREACH BY SELLER.** In the event the transaction contemplated by this Agreement is not consummated due to a default by Seller, Buyer shall have the right to elect in writing by written notice to Seller delivered within six (6) months of the breach to either (i) seek specific performance of this Agreement, or (ii) terminate this Agreement and the Escrow, promptly receive the return of the Deposit and Seller shall pay to Buyer the amount of Buyer's expenses incurred under this Agreement as set forth in the Election Notice, including, but not limited to, due diligence, attorney fees, etc. not to exceed One Hundred Thousand Dollars (\$100,000). Any amounts not paid to Buyer shall bear interest at the rate of ten percent (10%) per annum until paid in full to Buyer. Nothing in this Agreement shall be deemed or construed to waive Buyer's rights under eminent domain laws.

12. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may designate as follows:

SELLER:	Ravi & Kalpana Ravikumar, Trustees 1000 East Ocean Blvd, Unit 414 Long Beach, CA, 90802	Prasad & Veena Mummaneni, Trustees 3017 Eagles Claw Ave, Thousand Oaks, CA 91362
	Rajeswari Navamani, Trustee 5689 Caminito Danzarin La Jolla, CA 92037	Nagaraja & Geetha Bhaskara, Trustees 3031 Scholarship, Irvine, CA 92612
BUYER:	Palmdale Water District 116 East Foothill Blvd Glendora, CA 91741 Attn: General Manager	
COPY:	Aleshire & Wynder, LLP 3880 Lemon Street, Suite 520 Riverside, CA 92501 Attn: Pam K. Lee/Yecenia Vargas	
ESCROW HOLDER:	Commonwealth Title Insurance Com 601 S. Figueroa Street (40 <sup>th</sup> Floor) Si Los Angeles, CA 90017 Cheryl Greer, Escrow Officer	pany uite 4000

#### 13. GENERAL PROVISIONS.

13.1 **Assignment.** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

13.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

13.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 *Modifications.* Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

**13.8 Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

**13.9** Electronic Execution. This Agreement may be executed electronically provided the system used complies with UETA and ESIGN (e.g. AdobeSign and DocuSign). This provision shall not apply to any documents which need to be notarized and recorded in the public records.

13.10 Exhibits. Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property Under Threat of Condemnation and Escrow Instructions as of the date set forth above.

Note: Sections 1.2, 9.2 and 11.1 need to be separately initialed by the parties as applicable.

SELLER:

Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986

Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986

Nagaraja Gupta Bhaskara, Trustee of The Bhaskara Family Trust under instrument dated October 25, 1989

Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust under instrument dated October 25, 1989

Ravi Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Kalpana Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990.

#### BUYER:

PALMDALE WATER DISTRICT, a California public entity

By:

Don Wilson, President Kathy Mac Laren-Gomez, President ATTEST:

Vincent Dino, Board Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By:

G. Ross Trindle, III, General Counsel Pam K. Lee

#### **ESCROW HOLDER:**

Accepted and agreed to:

COMMONWEALTH TITLE INSURANCE COMPANY

By:

Cheryl Greer, Escrow Officer

Dated: \_\_\_\_\_, 2024

# EXHIBIT A

#### LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

#### EXHIBIT B

#### **GRANT DEED**

FREE RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Palmdale Water District 116 East Foothill Blvd Glendora, CA 91741 Attn: General Manager

APN 3022-011-002 THE UNDERSIGNED GRANTOR DECLARES: Documentary Transfer Tax is: \$-0- per R&T §11922 (Space Above This Line for Recorder's Office Use Only) (Exempt from Recording Fee per Gov. Code §6103)

#### **GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, and their issue under instrument dated October 25, 1989; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990 (collectively "Grantor") hereby grants to the PALMDALE WATER DISTRICT, a California public agency ("Grantee"), that real property in the City of Palmdale, County of Los Angeles, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("Property").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of \_\_\_\_\_\_, 2024.

#### **GRANTOR:**

Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986

Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986

Nagaraja Gupta Bhaskara, Trustee of The Bhaskara Family Trust under instrument dated October 25, 1989

Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust under instrument dated October 25, 1989 Ravi Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Kalpana Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990.

# CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990 (collectively "Grantor") to the PALMDALE WATER DISTRICT ("District"), is hereby accepted by the undersigned officer and agent of City and the City consents to the recording of the Grant Deed.

Signed and dated on \_\_\_\_\_, 2024 at City of Palmdale, California.

#### GRANTEE

PALMDALE WATER DISTRICT, a California public agency

By:

Dennis D. LaMoreaux, General Manager

# EXHIBIT A TO GRANT DEED

# LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Palmdale, County of Los Angeles, State of California legally described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_\_, 202\_ before me, \_\_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:

#### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this dav 2024 ("Agreement Date") by and among (i) PALMDALE WATER DISTRICT, a of California public agency ("Buyer"), and (ii) (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986 as to an undivided 5/16 interest; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989, as to an undivided 6/16 interest; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013, as to an undivided 2/16 interest; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990, as to an undivided 3/16 interest (collectively "Seller") and COMMONWEALTH TITLE INSURANCE COMPANY, a corporation ("Escrow Holder" and "Title Company").

# RECITALS:

- A. Seller is the owner in fee of certain unimproved real property commonly known as 38902 25th Street East, Palmdale, CA 93550 in the City of Palmdale, County of Los Angeles, State of California (APN 3022-011-002) legally described on <u>Exhibit A</u> attached hereto, together with all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the real property ("Property").
- B. Buyer desires to purchase the Property from Seller in connection with the Palmdale Water District - Pure Water AV Acquisition Services ("Project").
- C. Buyer commenced the process of acquiring the Property pursuant to that certain initial letter dated November 16, 2023 ("Condemnation Process").
- D. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property by the District pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

#### TERMS AND CONDITIONS:

# 1. PURCHASE AND SALE OF PROPERTY.

**1.1** Acquisition of Property. Pursuant to the terms of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property AS-IS subject to the representations and warranties set forth herein.

1.2 Waiver and Release. The Compensation Amount (defined in Section 3.1 below) to be paid by Buyer to Seller is all-inclusive of Seller's interest in the Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer's acquisition of the Property for public purposes. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer's acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes including, without limitation, Seller's fee interest in the land, severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Property by Buyer (the process and Compensation Amount (defined in Section 3.1) is hereinafter referred to as "Just Compensation").

As of the Closing (as defined in Section 5.1), Seller irrevocably releases and discharges the Buyer, and their employees, agents, officers and representatives, from any and all manner of actions, causes of action, in law or in equity, of any nature whatsoever, known or unknown, fixed or contingent Seller now or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this release with respect to the Just Compensation. Seller expressly agrees to waive and relinquish all rights and benefits it may have under California Civil Code Section 1542 with respect to Just Compensation. That section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Seller's Initials:

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("Escrow") with Commonwealth Title Insurance Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Cheryl Greer, Escrow Officer at Commonwealth Title Insurance Company, 601 S. Figueroa Street (40<sup>th</sup> Floor) Suite 4000, Los Angeles, CA 90017 <u>cgreer@cltic.com</u> (213) 330-3080 ("Escrow Officer") together with the Deposit (as defined in Section 3.2(a) ("Opening of Escrow").

#### 3. COMPENSATION.

3.1 Compensation. The compensation for the Property is Four Hundred Seventy Five Thousand Dollars (\$475,000) ("Compensation Amount").

- 3.2 Payment. The Compensation Amount shall be paid as follows:
  - a. *Deposit.* At Opening of Escrow, Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000) with Escrow Holder ("Deposit").
  - b. Balance of Funds. At least one (1) business day prior to the Closing, Buyer

shall deposit balance of the Compensation Amount with Escrow Holder in Good Funds (as defined below).

3.3 **Disbursement of Seller's Net Proceeds.** At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

**3.4 Good Funds.** All funds deposited in Escrow shall be in "Good Funds" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

# 4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

**4.1** Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and acknowledged grant deed in the form of <u>Exhibit B</u> attached hereto ("Grant Deed").
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.2 Buyer.** Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed ("Certificate of Acceptance").
- b. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.3 Recordation, Completion and Distribution of Documents.** Escrow Holder will cause Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

# 5. CLOSING DATE; TIME IS OF ESSENCE.

**5.1 Closing Date.** Escrow shall close thirty (30) days after expiration of the Due Diligence Period (defined in Section 7.2) but no later than ninety (90) days after the Opening of Escrow (**"Closing Date"**) unless extended as evidenced by a writing signed by both parties. The terms **"Close of Escrow"** and/or **"Closing"** are used herein to mean the time Grant Deed with the Certificate of Acceptance are filed for recording by the Escrow Holder in the Office of the County

Recorder of Los Angeles County, California.

5.2 **Possession.** Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all claims of possession (including, but not limited to, any occupants) and of all personal property and debris.

5.3 *Time is of Essence*. Buyer and Seller specifically agree that time is of the essence.

5.4 General Manager's Authority. Buyer by its execution of this Agreement hereby agrees that the General Manager of the Buyer or designee (who has been designated by General Manager's written notice delivered to Seller and Escrow Holder) shall, in General Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the General Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the Board of Directors, provided that such minor modifications must be approved by the District's General Counsel.

#### 6. TITLE; TITLE POLICY.

#### 6.1 Approval of Title.

(a) Commonwealth Land Title Company ("Title Company") has issued that certain preliminary title report #92018802 dated as of August 23, 2022 ("Preliminary Title Report") which has been delivered to Buyer.

(b) Buyer approves (i) non-delinquent real property taxes, and (ii) exceptions B, C, 1, 2 and 7 on the Preliminary Title Report ("Approved Exceptions").

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions. Within such ten (10) day period, Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's disapproval of any matters contained in any amendment or supplement to the Preliminary Title Report ("Disapproved Exceptions"). In the event Buver delivers Buver's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state

income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

**6.2** *Title Policy.* At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA Owner's non-extended Policy of Title ("Title Policy") insuring title to the Property vested in Buyer in the amount of the Compensation Amount, containing only the Approved Exceptions. The cost of the Title Policy to Seller shall be paid by Buyer. The Title Policy shall also include any available extended coverage or endorsements that Buyer has reasonably requested.

#### 7. DUE DILIGENCE.

7.1 Scope of Due Diligence. Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control. Buyer is acquiring the Property for the Project (as described in Recital B above). Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement. Buyer may, in its sole discretion, elect to obtain (at its sole cost and expense) a Phase I Environmental Assessment ("Phase I") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("Phase II").

7.2 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") no later than seventy-five (75) days from the Opening of Escrow ("Due Diligence Period"), of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's disapproval thereof.

Right to Enter. Commencing upon Opening of Escrow, Seller grants Buyer, its 7.3 agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buver's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) provide Seller fortyeight (48) hours prior written notice where reasonable under the circumstances; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (v) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vi) Buyer shall maintain an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names Seller as additional insured; (vii) return the Property to substantially its original condition following Buyer's entry; and (viii) take title to the Property at closing subject to any title exceptions caused by Buyer exercising this right to enter. If Buyer elects to not purchase the Property, copies of all reports and investigations shall be provided to Seller.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement.

7.4 Natural Hazard Disclosure Report. Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property from Disclosure Source ("NHD Report") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Buyer shall pay for the NHD Report.

#### 8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("Buyer's Conditions Precedent"):

- (a) Title Company will issue the Title Policy as specified in Section 6.2.
- (b) Buyer has approved the condition of the Property by issuance of the Buyer's Due Diligence Notice pursuant to Section 7.2.
- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer is not in material default of its obligations under this Agreement.

#### 9. REPRESENTATIONS AND WARRANTIES.

#### 9.1 General Representations and Warranties.

To Seller's knowledge (as defined in Section 9.3), Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

(a) There are no natural or environmental hazards located on the Property that would

limit its marketability, merchantability, or suitability for development or impede its use in any way.

(b) The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party (including but not limited to Seller's predecessors in title to the Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials," which for the purpose of this Agreement shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980. as amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act. 42 U.S.C. §§ 6901 et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Sections 25249.5 et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

(c) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(d) Seller has received no written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(e) There are no unrecorded easements and no encroachments onto the Property by buildings or improvements from any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

1445(f)(3).

(f) Seller is not a foreign person as defined in Internal Revenue Code Section (3).

(g) Seller has the unimpeded power and Buyer to execute, deliver and perform. Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(h) Seller is the sole owner, in fee simple, of and have the right and legal ability to transfer said property to the Buyer as set forth in this Agreement

9.2 Survival of Representations and Warranties of Seller. All representations and warranties by Seller contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of Closing, shall be deemed to be material, shall survive the execution and delivery of this Agreement, shall not be affected by any investigation,

verification or approval Buyer and shall delivery of the Deed and transfer of title for a period of two (2) years following the Closing Date ("Outside Date"). Any claim, if any, by Buyer or Seller for the breach of any representation or warranty hereunder by the other party must be made in writing, if at all, on or prior to the Outside Date. EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER PROVIDED IN SECTION 9.1, BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S INSPECTION AND INVESTIGATION OF THE PROPERTY, AND THAT BUYER WILL BE PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND "WITH ALL FAULTS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST SELLER ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OTHER THAN IN CONNECTION WITH THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN SECTION 9.1 OF THIS AGREEMENT. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, TO THE FULLEST EXTENT PERMITTED BY LAW, AFTER THE CLOSING BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF ITS AND THEIR RESPECTIVE TRUSTEES, PARTNERS, MEMBERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM (COLLECTIVELY, THE "SELLER PARTIES") FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY EXCEPT TO THE EXTENT OF THE LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER PROVIDED IN SECTION 9.1, BUYER EXPRESSLY AGREES TO WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542 WITH RESPECT TO THE PROPERTY AFTER THE CLOSING. THAT SECTION READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

THE PROVISIONS OF THIS SECTION ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER. SELLER AND BUYER HAVE EACH INITIALED THIS ARTICLE TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE SHALL CONSTITUTE A WAIVER BY BUYER WITH RESPECT TO ANY FRAUD BY SELLER.

BUYER'S INITIALS:		
SELLER'S INITIALS: _	100-	
_	KR	

9.3 Definition of Seller's Knowledge. Terms such as "to Seller's knowledge" or like phrases shall mean the actual knowledge of Ravi Ravikumar ("Knowledge Party"), with the duty of

reasonable inquiry. Notwithstanding the foregoing, the qualifying Seller's knowledge shall not give rise to any personal liability on the part of the Knowledge Party.

**9.4 Breach.** If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement.

# 10. ESCROW PROVISIONS.

**10.1 Escrow Instructions.** Sections 1.1, 2 through 6, inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

**10.2** General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

**10.3 Proration of Real Property Taxes.** All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller shall apply to the County for the applicable refund.

#### 10.4 Payment of Costs.

a. Cost Allocation. Buyer shall pay the costs for the Title Policy, all escrow costs, and the NHD Report ("Buyer's Charges"). Seller shall pay any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("Seller's Charges"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

**NOTE:** Buyer is a public agency and, therefore, (i) is exempt from recording charges applicable to recording the Grant Deed pursuant to Govt Code § 6103; and (ii) no documentary transfer taxes are due because the Property is being transferred to a governmental agency and is, therefore, exempt pursuant to Revenue & Taxation Code §11922.

b. Closing Statement. At least three (3) business days prior to the Closing Date,
Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

**10.5 Termination and Cancellation of Escrow.** If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

**10.6** *Information Report.* Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

**10.7** No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code § 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

**10.8 Brokerage Commissions.** The parties acknowledge and represent that Buyer shall pay no commission to any broker or finder in connection with the purchase and sale of the Property. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

## 11. DAMAGES.

11.1 LIQUIDATED DAMAGES FOR BUYER'S BREACH. IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES <u>NOT</u> APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.



**Buyer's Initials** 

### Seller's Initials

11.2 BREACH BY SELLER. In the event the transaction contemplated by this Agreement is not consummated due to a default by Seller, Buyer shall have the right to elect in writing by written notice to Seller delivered within six (6) months of the breach to either (i) seek specific performance of this Agreement, or (ii) terminate this Agreement and the Escrow, promptly receive the return of the Deposit and Seller shall pay to Buyer the amount of Buyer's expenses incurred under this Agreement as set forth in the Election Notice, including, but not limited to, due diligence, attorney fees, etc. not to exceed One Hundred Thousand Dollars (\$100,000). Any amounts not paid to Buyer shall bear interest at the rate of ten percent (10%) per annum until paid in full to Buyer. Nothing in this Agreement shall be deemed or construed to waive Buyer's rights under eminent domain laws.

12. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may designate as follows:

SELLER:	Ravi & Kalpana Ravikumar, Trustees 1000 East Ocean Blvd, Unit 414 Long Beach, CA 90802	Prasad & Veena Mummaneni, Trustees 3017 Eagles Claw Ave, Thousand Oaks, CA 91362
BUYER:	Rajeswari Navamani, Trustee 5689 Caminito Danzarin La Jolla, CA 92037 Palmdale Water District 116 East Foothill Blvd Glendora, CA 91741 Attn: General Manager	Nagaraja & Geetha Bhaskara, Trustees 3031 Scholarship, Irvine, CA 92612
COPY:	Aleshire & Wynder, LLP 3880 Lemon Street, Suite 520 Riverside, CA 92501 Attn: Pam K. Lee/Yecenia Vargas	
ESCROW HOLDER:	Commonwealth Title Insurance Comp 601 S. Figueroa Street (40 <sup>th</sup> Floor) Su Los Angeles, CA 90017 Cheryl Greer, Escrow Officer	pany uite 4000

## 13. GENERAL PROVISIONS.

**13.1 Assignment.** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

**13.2** Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

13.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

**13.4 No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

**13.5** *Modifications.* Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

**13.6** Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**13.7** *Merger.* This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

**13.8 Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

**13.9** Electronic Execution. This Agreement may be executed electronically provided the system used complies with UETA and ESIGN (e.g. AdobeSign and DocuSign). This provision shall not apply to any documents which need to be notarized and recorded in the public records.

13.10 *Exhibits.* Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property Under Threat of Condemnation and Escrow Instructions as of the date set forth above.

Note: Sections 1.2, 9.2 and 11.1 need to be separately initialed by the parties as applicable.

SELLER:

## **BUYER:**

PALMDALE WATER DISTRICT, a California public entity

Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986

Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986

Nagaraja Gupta Bhaskara, Trustee of The Bhaskara Family Trust under instrument dated October 25, 1989

Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust under instrument dated October 25, 1989

Ravi Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

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Kalpana Rávikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990. By:

Don Wilson, President Kathy Mac Laren-Gomez, President ATTEST:

Vincent Dino, Board Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By:

G. Ross Trindle, III, General Counsel

Pam K. Lee

ESCROW HOLDER:

Accepted and agreed to:

COMMONWEALTH TITLE INSURANCE COMPANY

By:

Cheryl Greer, Escrow Officer

Dated: \_\_\_\_\_, 2024

## EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

### EXHIBIT B

#### **GRANT DEED**

FREE RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Palmdale Water District 116 East Foothill Blvd Glendora, CA 91741 Attn: General Manager

APN 3022-011-002 THE UNDERSIGNED GRANTOR DECLARES: Documentary Transfer Tax is: \$-0- per R&T §11922

(Space Above This Line for Recorder's Office Use Only) (Exempt from Recording Fee per Gov. Code §6103)

### **GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, and their issue under instrument dated October 25, 1989; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990 (collectively "Grantor") hereby grants to the PALMDALE WATER DISTRICT, a California public agency ("Grantee"), that real property in the City of Palmdale, County of Los Angeles, State of California, legally described on <u>Exhibit A</u> attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of \_\_\_\_\_\_, 2024.

#### GRANTOR:

Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986

Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986

Nagaraja Gupta Bhaskara, Trustee of The Bhaskara Family Trust under instrument dated October 25, 1989

Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust under instrument dated October 25, 1989 Ravi Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Kalpana Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990.

## **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990 (collectively "Grantor") to the PALMDALE WATER DISTRICT ("District"), is hereby accepted by the undersigned officer and agent of City and the City consents to the recording of the Grant Deed.

Signed and dated on \_\_\_\_\_, 2024 at City of Palmdale, California.

### GRANTEE

PALMDALE WATER DISTRICT, a California public agency

By:

Dennis D. LaMoreaux, General Manager

# EXHIBIT A TO GRANT DEED

## LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Palmdale, County of Los Angeles, State of California legally described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_, 202\_ before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this \_ day \_\_\_\_\_, 2024 ("Agreement Date") by and among (i) PALMDALE WATER DISTRICT, a of California public agency ("Buyer"), and (ii) (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986 as to an undivided 5/16 interest, (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989, as to an undivided 6/16 interest; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013, as to an undivided 2/16 interest; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990, as to an undivided 3/16 interest (collectively "Seller") and COMMONWEALTH TITLE INSURANCE COMPANY, a corporation ("Escrow Holder" and "Title Company").

## RECITALS:

- A. Seller is the owner in fee of certain unimproved real property commonly known as 38902 25th Street East, Palmdale, CA 93550 in the City of Palmdale, County of Los Angeles, State of California (APN 3022-011-002) legally described on <u>Exhibit A</u> attached hereto, together with all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the real property ("Property").
- B. Buyer desires to purchase the Property from Seller in connection with the Palmdale Water District - Pure Water AV Acquisition Services ("Project").
- C. Buyer commenced the process of acquiring the Property pursuant to that certain initial letter dated November 16, 2023 ("Condemnation Process").
- D. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property by the District pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

### TERMS AND CONDITIONS:

## 1. PURCHASE AND SALE OF PROPERTY.

**1.1** Acquisition of Property. Pursuant to the terms of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property AS-IS subject to the representations and warranties set forth herein.

1.2 Waiver and Release. The Compensation Amount (defined in Section 3.1 below) to be paid by Buyer to Seller is all-inclusive of Seller's interest in the Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer's acquisition of the Property for public purposes. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer's acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes including, without limitation, Seller's fee interest in the land, severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits. loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Property by Buyer (the process and Compensation Amount (defined in Section 3.1) is hereinafter referred to as "Just Compensation").

As of the Closing (as defined in Section 5.1), Seller irrevocably releases and discharges the Buyer, and their employees, agents, officers and representatives, from any and all manner of actions, causes of action, in law or in equity, of any nature whatsoever, known or unknown, fixed or contingent Seller now or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this release with respect to the Just Compensation. Seller expressly agrees to waive and relinquish all rights and benefits it may have under California Civil Code Section 1542 with respect to Just Compensation. That section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Seller's Initials:

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("Escrow") with Commonwealth Title Insurance Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Cheryl Greer, Escrow Officer at Commonwealth Title Insurance Company, 601 S. Figueroa Street (40<sup>th</sup> Floor) Suite 4000, Los Angeles, CA 90017 <u>cgreer@cltic.com</u> (213) 330-3080 ("Escrow Officer") together with the Deposit (as defined in Section 3.2(a) ("Opening of Escrow").

### 3. COMPENSATION.

**3.1** *Compensation.* The compensation for the Property is Four Hundred Seventy Five Thousand Dollars (\$475,000) ("Compensation Amount").

- 3.2 *Payment.* The Compensation Amount shall be paid as follows:
  - a. *Deposit.* At Opening of Escrow, Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000) with Escrow Holder ("**Deposit**").
  - b. Balance of Funds. At least one (1) business day prior to the Closing, Buyer

shall deposit balance of the Compensation Amount with Escrow Holder in Good Funds (as defined below).

3.3 **Disbursement of Seller's Net Proceeds.** At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 Good Funds. All funds deposited in Escrow shall be in "Good Funds" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

# ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and acknowledged grant deed in the form of Exhibit B attached hereto ("Grant Deed").
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.2 Buyer.** Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed ("Certificate of Acceptance").
- b. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.3 Recordation, Completion and Distribution of Documents.** Escrow Holder will cause Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

## 5. CLOSING DATE; TIME IS OF ESSENCE.

**5.1 Closing Date.** Escrow shall close thirty (30) days after expiration of the Due Diligence Period (defined in Section 7.2) but no later than ninety (90) days after the Opening of Escrow ("**Closing Date**") unless extended as evidenced by a writing signed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed with the Certificate of Acceptance are filed for recording by the Escrow Holder in the Office of the County

Recorder of Los Angeles County, California.

**5.2 Possession.** Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all claims of possession (including, but not limited to, any occupants) and of all personal property and debris.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

**5.4** General Manager's Authority. Buyer by its execution of this Agreement hereby agrees that the General Manager of the Buyer or designee (who has been designated by General Manager's written notice delivered to Seller and Escrow Holder) shall, in General Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the General Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the Board of Directors, provided that such minor modifications must be approved by the District's General Counsel.

#### 6. TITLE; TITLE POLICY.

#### 6.1 Approval of Title.

(a) Commonwealth Land Title Company ("Title Company") has issued that certain preliminary title report #92018802 dated as of August 23, 2022 ("Preliminary Title Report") which has been delivered to Buyer.

(b) Buyer approves (i) non-delinquent real property taxes, and (ii) exceptions B, C, 1, 2 and 7 on the Preliminary Title Report ("Approved Exceptions").

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions. Within such ten (10) day period, Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's disapproval of any matters contained in any amendment or supplement to the Preliminary Title Report ("Disapproved Exceptions"). In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state

income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

**6.2** *Title Policy.* At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA Owner's non-extended Policy of Title (*"Title Policy"*) insuring title to the Property vested in Buyer in the amount of the Compensation Amount, containing only the Approved Exceptions. The cost of the Title Policy to Seller shall be paid by Buyer. The Title Policy shall also include any available extended coverage or endorsements that Buyer has reasonably requested.

### 7. DUE DILIGENCE.

7.1 Scope of Due Diligence. Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control. Buyer is acquiring the Property for the Project (as described in Recital B above). Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement. Buyer may, in its sole discretion, elect to obtain (at its sole cost and expense) a Phase I Environmental Assessment ("Phase I") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("Phase II").

7.2 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") no later than seventy-five (75) days from the Opening of Escrow ("Due Diligence Period"), of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's disapproval thereof.

7.3 Right to Enter. Commencing upon Opening of Escrow, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) provide Seller fortyeight (48) hours prior written notice where reasonable under the circumstances; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (v) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vi) Buyer shall maintain an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names Seller as additional insured; (vii) return the Property to substantially its original condition following Buyer's entry; and (viii) take title to the Property at closing subject to any title exceptions caused by Buyer exercising this right to enter. If Buyer elects to not purchase the Property, copies of all reports and investigations shall be provided to Seller.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement.

7.4 Natural Hazard Disclosure Report. Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property from Disclosure Source ("NHD Report") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Buyer shall pay for the NHD Report.

# CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

**8.1** Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("Buyer's Conditions Precedent"):

- (a) Title Company will issue the Title Policy as specified in Section 6.2.
- (b) Buyer has approved the condition of the Property by issuance of the Buyer's Due Diligence Notice pursuant to Section 7.2.
- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer is not in material default of its obligations under this Agreement.

## 9. REPRESENTATIONS AND WARRANTIES.

## 9.1 General Representations and Warranties.

To Seller's knowledge (as defined in Section 9.3), Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

(a) There are no natural or environmental hazards located on the Property that would

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limit its marketability, merchantability, or suitability for development or impede its use in any way.

(b) The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property. including but not limited to soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party (including but not limited to Seller's predecessors in title to the Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials," which for the purpose of this Agreement shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seg.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Sections 25249.5 et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

(c) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(d) Seller has received no written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(e) There are no unrecorded easements and no encroachments onto the Property by buildings or improvements from any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(f) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(g) Seller has the unimpeded power and Buyer to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(h) Seller is the sole owner, in fee simple, of and have the right and legal ability to transfer said property to the Buyer as set forth in this Agreement

9.2 Survival of Representations and Warranties of Seller. All representations and warranties by Seller contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of Closing, shall be deemed to be material, shall survive the execution and delivery of this Agreement, shall not be affected by any investigation,

verification or approval Buyer and shall delivery of the Deed and transfer of title for a period of two (2) years following the Closing Date ("Outside Date"). Any claim, if any, by Buyer or Seller for the breach of any representation or warranty hereunder by the other party must be made in writing, if at all, on or prior to the Outside Date. EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER PROVIDED IN SECTION 9.1, BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S INSPECTION AND INVESTIGATION OF THE PROPERTY, AND THAT BUYER WILL BE PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND "WITH ALL FAULTS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST SELLER ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OTHER THAN IN CONNECTION WITH THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN SECTION 9.1 OF THIS AGREEMENT. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, TO THE FULLEST EXTENT PERMITTED BY LAW, AFTER THE CLOSING BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF ITS AND THEIR RESPECTIVE TRUSTEES, PARTNERS, MEMBERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM (COLLECTIVELY, THE "SELLER PARTIES") FROM ALL DEMANDS. CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY EXCEPT TO THE EXTENT OF THE LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER PROVIDED IN SECTION 9.1. BUYER EXPRESSLY AGREES TO WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542 WITH RESPECT TO THE PROPERTY AFTER THE CLOSING. THAT SECTION READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

THE PROVISIONS OF THIS SECTION ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER. SELLER AND BUYER HAVE EACH INITIALED THIS ARTICLE TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE SHALL CONSTITUTE A WAIVER BY BUYER WITH RESPECT TO ANY FRAUD BY SELLER.

BUYER'S INITIALS:		
SELLER'S INITIALS	R	

9.3 Definition of Seller's Knowledge. Terms such as "to Seller's knowledge" or like phrases shall mean the actual knowledge of Ravi Ravikumar ("Knowledge Party"), with the duty of

reasonable inquiry. Notwithstanding the foregoing, the qualifying Seller's knowledge shall not give rise to any personal liability on the part of the Knowledge Party.

**9.4 Breach.** If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement.

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## 10. ESCROW PROVISIONS.

**10.1 Escrow Instructions.** Sections 1.1, 2 through 6, inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

**10.2** General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

**10.3 Proration of Real Property Taxes.** All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller shall apply to the County for the applicable refund.

### 10.4 Payment of Costs.

a. Cost Allocation. Buyer shall pay the costs for the Title Policy, all escrow costs, and the NHD Report ("Buyer's Charges"). Seller shall pay any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("Seller's Charges"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

**NOTE:** Buyer is a public agency and, therefore, (i) is exempt from recording charges applicable to recording the Grant Deed pursuant to Govt Code § 6103; and (ii) no documentary transfer taxes are due because the Property is being transferred to a governmental agency and is, therefore, exempt pursuant to Revenue & Taxation Code §11922.

b. Closing Statement. At least three (3) business days prior to the Closing Date,

Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

**10.5** *Termination and Cancellation of Escrow.* If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

**10.6** *Information Report.* Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

**10.7** No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code § 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

**10.8 Brokerage Commissions.** The parties acknowledge and represent that Buyer shall pay no commission to any broker or finder in connection with the purchase and sale of the Property. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay-a broker's commission and/or finder's fee except as specified above.

### 11. DAMAGES.

11.1 LIQUIDATED DAMAGES FOR BUYER'S BREACH. IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES <u>NOT</u> APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.



Buyer's Initials

#### Seller's Initials

**11.2 BREACH BY SELLER.** In the event the transaction contemplated by this Agreement is not consummated due to a default by Seller, Buyer shall have the right to elect in writing by written notice to Seller delivered within six (6) months of the breach to either (i) seek specific performance of this Agreement, or (ii) terminate this Agreement and the Escrow, promptly receive the return of the Deposit and Seller shall pay to Buyer the amount of Buyer's expenses incurred under this Agreement as set forth in the Election Notice, including, but not limited to, due diligence, attorney fees, etc. not to exceed One Hundred Thousand Dollars (\$100,000). Any amounts not paid to Buyer shall bear interest at the rate of ten percent (10%) per annum until paid in full to Buyer. Nothing in this Agreement shall be deemed or construed to waive Buyer's rights under eminent domain laws.

12. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may designate as follows:

SELLER:	Ravi & Kalpana Ravikumar, Trustees 1000 East Ocean Blvd, Unit 414 Long Beach, CA 90802	Prasad & Veena Mummaneni, Trus 3017 Eagles Claw Ave, Thousand Oaks, CA 91362	tees
	Rajeswari Navamani, Trustee 5689 Caminito Danzarin La Jolla, CA 92037	Nagaraja & Geetha Bhaskara, Trust 3031 Scholarship, Irvine, CA 92612	ees
BUYER:	Palmdale Water District 116 East Foothill Blvd Glendora, CA 91741 Attn: General Manager		-
COPY:	Aleshire & Wynder, LLP 3880 Lemon Street, Suite 520 Riverside, CA 92501 Attn: Pam K. Lee/Yecenia Vargas		
ESCROW HOLDER:	Commonwealth Title Insurance Comp 601 S. Figueroa Street (40 <sup>th</sup> Floor) Su Los Angeles, CA 90017 Cheryl Greer, Escrow Officer	bany uite 4000	

## 13. GENERAL PROVISIONS.

**13.1 Assignment.** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

**13.2** Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

**13.3** Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

**13.4 No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

**13.5** *Modifications.* Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

**13.6** Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**13.7** *Merger.* This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

**13.8 Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

**13.9** Electronic Execution. This Agreement may be executed electronically provided the system used complies with UETA and ESIGN (e.g. AdobeSign and DocuSign). This provision shall not apply to any documents which need to be notarized and recorded in the public records.

## **13.10** *Exhibits.* Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property Under Threat of Condemnation and Escrow Instructions as of the date set forth above.

#### Note: Sections 1.2, 9.2 and 11.1 need to be separately initialed by the parties as applicable.

SELLER:

## Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986

Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986

Nagaraja Gupta Bhaskara, Trustee of The Bhaskara Family Trust under instrument dated October 25, 1989

Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust under instrument dated October 25, 1989

Ravi Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Kalpana Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990.

#### BUYER:

PALMDALE WATER DISTRICT, a California public entity

By:

Don Wilson, President Kathy Mac Laren-Gomez, President ATTEST:

Vincent Dino, Board Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By:

<del>G. Ross Trindle, III,</del> General Counsel Pam K. Lee

10.00

### ESCROW HOLDER:

Accepted and agreed to:

COMMONWEALTH TITLE INSURANCE COMPANY

By:

Cheryl Greer, Escrow Officer

Dated: \_\_\_\_\_, 2024

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#### EXHIBIT A

#### LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

#### EXHIBIT B

#### GRANT DEED

FREE RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Palmdale Water District 116 East Foothill Blvd Glendora, CA 91741 Attn: General Manager

APN 3022-011-002 THE UNDERSIGNED GRANTOR DECLARES: Documentary Transfer Tax is: \$-0- per R&T §11922

(Space Above This Line for Recorder's Office Use Only) (Exempt from Recording Fee per Gov. Code §6103)

Acr. 104

#### GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990 (collectively "Grantor") hereby grants to the PALMDALE WATER DISTRICT, a California public agency ("Grantee"), that real property in the City of Palmdale, County of Los Angeles, State of California, legally described on <u>Exhibit A</u> attached hereto and incorporated herein by reference ("Property").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of \_\_\_\_\_\_, 2024.

### GRANTOR:

Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986

Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986

Nagaraja Gupta Bhaskara, Trustee of The Bhaskara Family Trust under instrument dated October 25, 1989

Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust under instrument dated October 25, 1989 Ravi Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Kalpana Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990.

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### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990 (collectively "Grantor") to the PALMDALE WATER DISTRICT ("District"), is hereby accepted by the undersigned officer and agent of City and the City consents to the recording of the Grant Deed.

Signed and dated on \_\_\_\_\_, 2024 at City of Palmdale, California.

#### GRANTEE

PALMDALE WATER DISTRICT, a California public agency

By:

Dennis D. LaMoreaux, General Manager

## EXHIBIT A TO GRANT DEED

## LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Palmdale, County of Los Angeles, State of California legally described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

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EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

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

) ) ss.

)

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_

On \_\_\_\_\_\_, 202\_ before me, \_\_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

. .

WITNESS my hand and official seal.

Notary Public

SEAL:

#### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this dav of \_, 2024 ("Agreement Date") by and among (i) PALMDALE WATER DISTRICT, a California public agency ("Buyer"), and (ii) (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986 as to an undivided 5/16 interest; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989, as to an undivided 6/16 interest; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013, as to an undivided 2/16 interest; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990, as to an undivided 3/16 interest (collectively "Seller") and COMMONWEALTH TITLE INSURANCE COMPANY, a corporation ("Escrow Holder" and "Title Company").

# RECITALS:

- A. Seller is the owner in fee of certain unimproved real property commonly known as 38902 25th Street East, Palmdale, CA 93550 in the City of Palmdale, County of Los Angeles, State of California (APN 3022-011-002) legally described on <u>Exhibit A</u> attached hereto, together with all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the real property ("Property").
- B. Buyer desires to purchase the Property from Seller in connection with the Palmdale Water District - Pure Water AV Acquisition Services ("**Project**").
- C. Buyer commenced the process of acquiring the Property pursuant to that certain initial letter dated November 16, 2023 ("Condemnation Process").
- D. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property by the District pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

### TERMS AND CONDITIONS:

### 1. PURCHASE AND SALE OF PROPERTY.

**1.1** Acquisition of Property. Pursuant to the terms of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property AS-IS subject to the representations and warranties set forth herein.

1.2 Waiver and Release. The Compensation Amount (defined in Section 3.1 below) to be paid by Buyer to Seller is all-inclusive of Seller's interest in the Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer's acquisition of the Property for public purposes. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer's acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes including, without limitation, Seller's fee interest in the land, severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Property by Buyer (the process and Compensation Amount (defined in Section 3.1) is hereinafter referred to as "Just Compensation").

As of the Closing (as defined in Section 5.1), Seller irrevocably releases and discharges the Buyer, and their employees, agents, officers and representatives, from any and all manner of actions, causes of action, in law or in equity, of any nature whatsoever, known or unknown, fixed or contingent Seller now or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this release with respect to the Just Compensation. Seller expressly agrees to waive and relinquish all rights and benefits it may have under California Civil Code Section 1542 with respect to Just Compensation. That section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Seller's Initials:	
847 -	
-01/	

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("Escrow") with Commonwealth Title Insurance Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Cheryl Greer, Escrow Officer at Commonwealth Title Insurance Company, 601 S. Figueroa Street (40<sup>th</sup> Floor) Suite 4000, Los Angeles, CA 90017 <u>cgreer@cltic.com</u> (213) 330-3080 ("Escrow Officer") together with the Deposit (as defined in Section 3.2(a) ("Opening of Escrow").

## 3. COMPENSATION.

3.1 Compensation. The compensation for the Property is Four Hundred Seventy Five Thousand Dollars (\$475,000) ("Compensation Amount").

- 3.2 Payment. The Compensation Amount shall be paid as follows:
  - a. Deposit. At Opening of Escrow, Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000) with Escrow Holder ("Deposit").
  - b. Balance of Funds. At least one (1) business day prior to the Closing, Buyer

shall deposit balance of the Compensation Amount with Escrow Holder in Good Funds (as defined below).

3.3 **Disbursement of Seller's Net Proceeds.** At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

**3.4 Good Funds.** All funds deposited in Escrow shall be in "Good Funds" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

## 4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

**4.1 Seller.** Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and acknowledged grant deed in the form of Exhibit B attached hereto ("Grant Deed").
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.2 Buyer.** Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed ("Certificate of Acceptance").
- b. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

**4.3 Recordation, Completion and Distribution of Documents.** Escrow Holder will cause Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

## 5. CLOSING DATE; TIME IS OF ESSENCE.

**5.1 Closing Date.** Escrow shall close thirty (30) days after expiration of the Due Diligence Period (defined in Section 7.2) but no later than ninety (90) days after the Opening of Escrow ("**Closing Date**") unless extended as evidenced by a writing signed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed with the Certificate of Acceptance are filed for recording by the Escrow Holder in the Office of the County

Recorder of Los Angeles County, California.

5.2 **Possession.** Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all claims of possession (including, but not limited to, any occupants) and of all personal property and debris.

**5.3** *Time is of Essence.* Buyer and Seller specifically agree that time is of the essence.

**5.4 General Manager's Authority.** Buyer by its execution of this Agreement hereby agrees that the General Manager of the Buyer or designee (who has been designated by General Manager's written notice delivered to Seller and Escrow Holder) shall, in General Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the General Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the Board of Directors, provided that such minor modifications must be approved by the District's General Counsel.

## 6. TITLE; TITLE POLICY.

## 6.1 Approval of Title.

(a) Commonwealth Land Title Company ("Title Company") has issued that certain preliminary title report #92018802 dated as of August 23, 2022 ("Preliminary Title Report") which has been delivered to Buyer.

(b) Buyer approves (i) non-delinquent real property taxes, and (ii) exceptions B, C, 1, 2 and 7 on the Preliminary Title Report ("Approved Exceptions").

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions. Within such ten (10) day period, Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's disapproval of any matters contained in any amendment or supplement to the Preliminary Title Report ("Disapproved Exceptions"). In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state

income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

**6.2** *Title Policy.* At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA Owner's non-extended Policy of Title ("Title Policy") insuring title to the Property vested in Buyer in the amount of the Compensation Amount, containing only the Approved Exceptions. The cost of the Title Policy to Seller shall be paid by Buyer. The Title Policy shall also include any available extended coverage or endorsements that Buyer has reasonably requested.

## 7. DUE DILIGENCE.

7.1 Scope of Due Diligence. Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control. Buyer is acquiring the Property for the Project (as described in Recital B above). Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement. Buyer may, in its sole discretion, elect to obtain (at its sole cost and expense) a Phase I Environmental Assessment ("Phase I") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("Phase II").

7.2 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") no later than seventy-five (75) days from the Opening of Escrow ("Due Diligence Period"), of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's disapproval thereof.

7.3Right to Enter. Commencing upon Opening of Escrow, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buver's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) provide Seller fortyeight (48) hours prior written notice where reasonable under the circumstances; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (v) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vi) Buyer shall maintain an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names Seller as additional insured; (vii) return the Property to substantially its original condition following Buyer's entry; and (viii) take title to the Property at closing subject to any title exceptions caused by Buyer exercising this right to enter. If Buyer elects to not purchase the Property, copies of all reports and investigations shall be provided to Seller.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement.

7.4 **Natural Hazard Disclosure Report.** Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property from Disclosure Source ("NHD Report") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Buyer shall pay for the NHD Report.

## 8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

**8.1 Conditions to Buyer's Obligations**. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Title Policy as specified in Section 6.2.
- (b) Buyer has approved the condition of the Property by issuance of the Buyer's Due Diligence Notice pursuant to Section 7.2.
- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (c) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Buyer is not in material default of its obligations under this Agreement.

## 9. REPRESENTATIONS AND WARRANTIES.

## 9.1 General Representations and Warranties.

To Seller's knowledge (as defined in Section 9.3), Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

(a) There are no natural or environmental hazards located on the Property that would

limit its marketability, merchantability, or suitability for development or impede its use in any way.

(b) The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party (including but not limited to Seller's predecessors in title to the Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials," which for the purpose of this Agreement shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Sections 25249.5 et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

(c) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(d) Seller has received no written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(e) There are no unrecorded easements and no encroachments onto the Property by buildings or improvements from any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

1445(f)(3).

(f) Seller is not a foreign person as defined in Internal Revenue Code Section (3).

(g) Seller has the unimpeded power and Buyer to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(h) Seller is the sole owner, in fee simple, of and have the right and legal ability to transfer said property to the Buyer as set forth in this Agreement

9.2 Survival of Representations and Warranties of Seller. All representations and warranties by Seller contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of Closing, shall be deemed to be material, shall survive the execution and delivery of this Agreement, shall not be affected by any investigation,

verification or approval Buyer and shall delivery of the Deed and transfer of title for a period of two (2) years following the Closing Date ("Outside Date"). Any claim, if any, by Buyer or Seller for the breach of any representation or warranty hereunder by the other party must be made in writing, if at all, on or prior to the Outside Date. EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER PROVIDED IN SECTION 9.1, BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S INSPECTION AND INVESTIGATION OF THE PROPERTY, AND THAT BUYER WILL BE PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND "WITH ALL FAULTS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST SELLER ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OTHER THAN IN CONNECTION WITH THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN SECTION 9.1 OF THIS AGREEMENT. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, TO THE FULLEST EXTENT PERMITTED BY LAW, AFTER THE CLOSING BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF ITS AND THEIR RESPECTIVE TRUSTEES, PARTNERS, MEMBERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM (COLLECTIVELY, THE "SELLER PARTIES") FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY EXCEPT TO THE EXTENT OF THE LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER PROVIDED IN SECTION 9.1, BUYER EXPRESSLY AGREES TO WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542 WITH RESPECT TO THE PROPERTY AFTER THE CLOSING. THAT SECTION READS AS FOLLOWS:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

THE PROVISIONS OF THIS SECTION ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER. SELLER AND BUYER HAVE EACH INITIALED THIS ARTICLE TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE SHALL CONSTITUTE A WAIVER BY BUYER WITH RESPECT TO ANY FRAUD BY SELLER.

BUYER'S INITIALS:	
SELLER'S INITIALS:	15d

9.3 Definition of Seller's Knowledge. Terms such as "to Seller's knowledge" or like phrases shall mean the actual knowledge of Ravi Ravikumar ("Knowledge Party"), with the duty of

reasonable inquiry. Notwithstanding the foregoing, the qualifying Seller's knowledge shall not give rise to any personal liability on the part of the Knowledge Party.

**9.4 Breach.** If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement.

## 10. ESCROW PROVISIONS.

**10.1** *Escrow Instructions.* Sections 1.1, 2 through 6, inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

**10.2** General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

**10.3 Proration of Real Property Taxes.** All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller shall apply to the County for the applicable refund.

## 10.4 Payment of Costs.

a. Cost Allocation. Buyer shall pay the costs for the Title Policy, all escrow costs, and the NHD Report ("Buyer's Charges"). Seller shall pay any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("Seller's Charges"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

**NOTE:** Buyer is a public agency and, therefore, (i) is exempt from recording charges applicable to recording the Grant Deed pursuant to Govt Code § 6103; and (ii) no documentary transfer taxes are due because the Property is being transferred to a governmental agency and is, therefore, exempt pursuant to Revenue & Taxation Code §11922.

b. Closing Statement. At least three (3) business days prior to the Closing Date,
Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

**10.5** *Termination and Cancellation of Escrow.* If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

**10.6** Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

**10.7** No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code § 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

**10.8** Brokerage Commissions. The parties acknowledge and represent that Buyer shall pay no commission to any broker or finder in connection with the purchase and sale of the Property. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

#### 11. DAMAGES.

11.1 LIQUIDATED DAMAGES FOR BUYER'S BREACH. IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES <u>NOT</u> APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

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Buyer's Initials

Seller's Initials

**11.2 BREACH BY SELLER.** In the event the transaction contemplated by this Agreement is not consummated due to a default by Seller, Buyer shall have the right to elect in writing by written notice to Seller delivered within six (6) months of the breach to either (i) seek specific performance of this Agreement, or (ii) terminate this Agreement and the Escrow, promptly receive the return of the Deposit and Seller shall pay to Buyer the amount of Buyer's expenses incurred under this Agreement as set forth in the Election Notice, including, but not limited to, due diligence, attorney fees, etc. not to exceed One Hundred Thousand Dollars (\$100,000). Any amounts not paid to Buyer shall bear interest at the rate of ten percent (10%) per annum until paid in full to Buyer. Nothing in this Agreement shall be deemed or construed to waive Buyer's rights under eminent domain laws.

12. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may designate as follows:

v	SELLER:	Ravi & Kalpana Ravikumar, Trustees 1000 East Ocean Blvd, Unit 414 Long Beach, CA 90802	Prasad & Veena Mummaneni, Trustees 3017 Eagles Claw Ave, Thousand Oaks, CA 91362
	BUYER:	Rajeswari Navamani, Trustee 5689 Caminito Danzarin La Jolla, CA 92037 Palmdale Water District 116 East Foothill Blvd Glendora, CA 91741 Attn: General Manager	Nagaraja & Geetha Bhaskara, Trustees 3031 Scholarship, Irvine, CA 92612
	COPY:	Aleshire & Wynder, LLP 3880 Lemon Street, Suite 520 Riverside, CA 92501 Attn: Pam K. Lee/Yecenia Vargas	
	ESCROW HOLDER:	Commonwealth Title Insurance Com 601 S. Figueroa Street (40 <sup>th</sup> Floor) Si Los Angeles, CA 90017 Cheryl Greer, Escrow Officer	pany uite 4000

#### 13. GENERAL PROVISIONS.

**13.1 Assignment.** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

**13.2** Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

**13.3** Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

**13.4 No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 *Modifications.* Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

**13.6** Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**13.7** *Merger.* This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

**13.8** *Execution in Counterparts.* This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

**13.9 Electronic Execution.** This Agreement may be executed electronically provided the system used complies with UETA and ESIGN (e.g. AdobeSign and DocuSign). This provision shall not apply to any documents which need to be notarized and recorded in the public records.

13.10 **Exhibits.** Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property Under Threat of Condemnation and Escrow Instructions as of the date set forth above.

#### Note: Sections 1.2, 9.2 and 11.1 need to be separately initialed by the parties as applicable.

SELLER:

#### BUYER:

PALMDALE WATER DISTRICT. a California public entity

By; \_

Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986

Nagaraja Gupta Bhaskara, Trustee of The

Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986

Bhaskara Family Trust under instrument dated October 25, 1989

<u>Geetha Naganaja Bhaskara</u>, Trustees of The

Bhaskara Family Trust under instrument dated October 25, 1989

Ravi Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Kalpana Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990.

Don Wilson, President Kathy Mac Laren-Gomez. President ATTEST:

Vincent Dino, Board Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By:

G. Ross Trindle, III, General Counsel Pam K. Lee

#### **ESCROW HOLDER:**

Accepted and agreed to:

COMMONWEALTH TITLE INSURANCE COMPANY

By:

Chervl Greer, Escrow Officer

Dated: , 2024

#### EXHIBIT A

#### LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

#### EXHIBIT B

#### **GRANT DEED**

FREE RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Palmdale Water District 116 East Foothill Blvd Glendora, CA 91741 Attn: General Manager

APN 3022-011-002 THE UNDERSIGNED GRANTOR DECLARES: Documentary Transfer Tax is: \$-0- per R&T §11922 (Space Above This Line for Recorder's Office Use Only) (Exempt from Recording Fee per Gov. Code §6103)

#### **GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, and their issue under instrument dated October 25, 1989; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990 (collectively "Grantor") hereby grants to the PALMDALE WATER DISTRICT, a California public agency ("Grantee"), that real property in the City of Palmdale, County of Los Angeles, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("Property").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of \_\_\_\_\_\_, 2024.

#### GRANTOR:

Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986

Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986

Nagaraja Gupta Bhaskara, Trustee of The Bhaskara Family Trust under instrument dated October 25, 1989

Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust under instrument dated October 25, 1989 Ravi Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Kalpana Ravikumar, Trustee of The Ravikumar Revocable Trust, dated February 26,1994 and as Amended and Restated on August 30, 2013

Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990.

#### **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by (a) Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986; (b) Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989; (c) Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013; and (d) Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990 (collectively "Grantor") to the PALMDALE WATER DISTRICT ("District"), is hereby accepted by the undersigned officer and agent of City and the City consents to the recording of the Grant Deed.

Signed and dated on \_\_\_\_\_, 2024 at City of Palmdale, California.

#### GRANTEE

PALMDALE WATER DISTRICT, a California public agency

By: \_

Dennis D. LaMoreaux, General Manager

#### EXHIBIT A TO GRANT DEED

#### LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Palmdale, County of Los Angeles, State of California legally described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

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

#### STATE OF CALIFORNIA

) ss. )

On \_\_\_\_\_, 202\_ before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:



# FAIR MARKET VALUE APPRAISAL OWNERSHIP: MUMMANENI / BHASKARA / RAVIKUMAR / NAVAMANI APN: 3022-011-002



**PREPARED FOR:** 

Palmdale Water District c/o TranSystems Corp. 5000 Airport Place Drive Suite 250 Long Beach, CA 90815

**PREPARED BY:** 

Santolucito Doré Group, Inc. 31600 Railroad Canyon Road Suite 100-L Canyon Lake, CA 92587



October 16, 2023

Palmdale Water District c/o Mr. Kelly Dewitt Project Manager TranSystems Corporation 5000 Airport Place Drive, Suite 250 Long Beach, CA 90815

RE: Real Estate Appraisal Report 4.92 Acres of Vacant Office/Flex Land 38902 25<sup>th</sup> Street East East Side of 25<sup>th</sup> Street East, North of East Avenue Q Palmdale, California 93550 Assessor's Parcel Number: 3022-011-002 File Name: SDG-2023-130

Dear Mr. Dewitt:

Pursuant to your request, we performed an appraisal of the above referenced property as more particularly described in the appraisal report to follow. More specifically, the larger parcel is one legal parcel of Office/Flex Zoned land. The parcel reflects a net site area of 4.92 acres, or 214,315 square feet. It can be further identified as Assessor's Parcel Number (APN) 3022-011-002.

The client and intended users for this assignment are the Palmdale Water District and TranSystems Corporation. The intended use of the appraisal is to provide an opinion of the fair market value of the site for possible property acquisition purposes; specifically, a full acquisition of the parcel.

This appraisal report has been prepared in accordance with our interpretation of the State of California's guidelines and requirements and the *Uniform Standards of Professional Appraisal Practice (USPAP)* and California Eminent Domain Law.

Your attention is directed to the Hypothetical Conditions, Extraordinary Assumptions, and General Conditions and Assumptions sections of this report (beginning on page 8). Acceptance of this report constitutes an agreement with these conditions and assumptions. Please reference page 12 of this report for important information regarding the scope of research and analysis for this appraisal - including property identification, inspection, highest and best use analysis and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.



Palmdale Water District c/o TranSystems Corporation October 16, 2023 Page 2

Based on the appraisal described in the accompanying report, subject to the Hypothetical Conditions, Extraordinary Assumptions and General Conditions and Assumptions, we have made the following value conclusion(s):

VALUE CONCLUSION		
FAIR MARKET VALUE	Subject Property	
AS OF September 25, 2023	\$429,000	

Thank you for the opportunity of submitting this appraisal. If we can be of further service, please do not hesitate to call.

Respectfully submitted, **Santolucito Doré Group Inc.** 

10

Christine S. Santolucito, R/W-AC President / CEO California-AG043715 Exp: February 14, 2024 christie@sdgroupinc.com



Lance W. Doré, MAI, FRICS Treasurer / CFO California-AG002464 Exp: October 1, 2024 lance@sdgroupinc.com

theredity heronald

Meredith McDonald Appraiser/Consultant California-AG043409 Exp: December 13, 2023 mmcdonald.appraiser@gmail.com

## TABLE OF CONTENTS

Summary of Salient Facts & Conclusions	5
Hypothetical Conditions and Extraordinary Assumptions	8
General Conditions And Assumptions	
Scope of Work	13
Definitions	16
City Description – Palmdale	17
Area Map	20
Neighborhood and Market Area Description	21
City and Neighborhood Map	24
Property Description	25
Assessor's Plat Map	
Flood Map	29
Aerial Photographs	30
Subject Photographs	31
Highest and Best Use	34
Valuation Methodology	
Sales Comparison Approach	37
Land Comparables	
Land Comparable Summary Table	
Comparable Location Map	40
Land Comparable Aerial Photographs and Plat Maps	41
Land Comparable Aerial Photographs and Plat Maps, Continued	42
Sales Comparison Approach Conclusion	46
Land Comparable Adjustment grid	47
Summary of Conclusions	48
Certification Statement	49
Addenda	51



## SUMMARY OF SALIENT FACTS & CONCLUSIONS

GENERAL		
SUBJECT PROPERTY:	The subject of this appraisal is a 4.92-acre, office/flex zoned site.	
	The subject currently reflects a physical address of 38902 25 <sup>th</sup> Street E, Palmdale, California 93550	
	The subject is located on the east Side of 25 <sup>th</sup> Street East, approximately 700 feet north of East Avenue Q.	
OWNER:	According to the Preliminary Title Report provided for review, dated August 24, 2023, ownership is vested as follows:	
	Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986 as to an undivided 5/16 interest,	
	Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989, as to an undivided 6/16 interest,	
	Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013, as to an undivided 2/16 interest and	
	Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990, as to an undivided 3/16 interest	
LEGAL DESCRIPTION:	Please reference the Legal Description included in the Preliminary Title Report, included in the Addenda.	
ASSESSOR PARCEL NUMBER(S):	3022-011-002	
EFFECTIVE DATE / REPORT DATE:	September 25, 2023 / October 16, 2023	



INTENDED USE:	The purpose and intended use of the appraisal is to provide an opinion of fair market value for property acquisition purposes; specifically, a full acquisition of the larger parcel.
INTENDED USER(S):	The intended users of this report include TranSystems, LLC and Palmdale Water District.
SALES HISTORY:	Title to the property is currently vested as listed above; the current owners purchased the property over five years ago.
	There have been no market sales or transfers in the past five years.
CURRENT LISTING / CONTRACT(S):	According to Mr. Ravi Ravikumar, the subject property has not been listed for sale at any time during the past five years.
	PROPERTY
LAND AREA:	Approximately 4.92 acres, or 214,315 square feet, per the Assessor's Parcel Map.
ACCESS:	Street access is provided by way of 25 <sup>th</sup> Street East.
TOPOGRAPY:	The subject appears to be at street grade.
AVAILABLE UTILITIES:	Southern California Edison, City of Palmdale Utilities Division, Sanitation District of Los Angeles County, Palmdale Water District, Los Angeles County Waterworks and Southern California Gas Company. All public utilities are available at the subject site and assumed typical and adequate for the market area.
IMPROVEMENTS / PERSONAL PROPERTY:	The subject larger parcel is vacant land; there are no building or site improvements. There is no personal property located on the site.
ZONING:	OFX, Office/Flex
HIGHEST & BEST USE:	"Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."
	Physical factors play the greatest role in determining the subject larger parcel's highest and best use. The highest and best use is concluded to be office/flex development, as allowed by current zoning.



FLOOD ZONE:	The subject is located in Flood Zone X, according to FEMA, Map Panel 06037C0700F, dated September 26, 2008. Zone X is not considered a flood hazard area.	
	VALUE CONCLUSION	
FAIR MARKET VALUE	Subject Property	
AS OF September 25, 2023	\$429,000	



## HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS

Acceptance of and/or use of this report constitutes acceptance of the indicated Hypothetical Conditions and Extraordinary Assumptions; these can only be modified in a written document(s) executed by both parties.

## HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis."<sup>1</sup>

There are no hypothetical conditions applicable to this specific appraisal assignment.

## EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in the analysis."<sup>2</sup>

There are no extraordinary assumptions applicable to this specific appraisal assignment.

<sup>&</sup>lt;sup>2</sup> Ibid.



<sup>&</sup>lt;sup>1</sup> Uniform Standards of Professional Appraisal Practice, 2020-2023 Edition.

## **GENERAL CONDITIONS AND ASSUMPTIONS**

The appraisal has been completed subject to the following General Conditions and Assumptions:

- This appraisal was completed per the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) and those additional requirements expected of a member of the Appraisal Institute. The development process used was a complete analysis that is documented in this appraisal report.
- By use of this appraisal report, each party that uses this report agrees to be bound by all of the Hypothetical Conditions and Extraordinary Assumptions stated herein. The opinions are only as of the date stated in the appraisal report. Changes since that date in external and market factors, or in the subject property itself, can significantly affect the conclusions presented in the appraisal report.
- This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed as this report is intended to be used in whole and not in part.
- All files, work papers and documents developed in connection with this assignment are the property of Santolucito Doré Group, Inc.. No part of this appraisal, its value estimates, or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media without Santolucito Doré Group, Inc.'s prior written consent. If the appraisal report is referred to or included in any offering material or prospectus, the report shall be deemed referred to or included for informational purposes only and Santolucito Doré Group, Inc., its employees, and the appraiser(s) have no liability to such recipients. Santolucito Doré Group, Inc. disclaims any and all liability to any party other than the party that retained Santolucito Doré Group, Inc. to prepare the appraisal report.
- The information contained in this appraisal report, or upon which the report is based, has been gathered from sources the appraiser(s) assumes to be reliable and accurate. The owner of the subject property may have provided some of such information. Neither the appraiser(s), nor Santolucito Doré Group, Inc., shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits, and factual matters. Any authorized user of the appraisal report is obligated to bring to the attention of Santolucito Doré Group, Inc. any inaccuracies or errors that it believes are contained in the report. Any plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted. Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.
- No part of the appraisal report shall be used in conjunction with any other analyses. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the appraisal report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes



other than that for which it was prepared. Any authorized user(s) of this appraisal report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by Santolucito Doré Group, Inc. in writing to use or rely thereon, hereby agrees to indemnify and hold Santolucito Doré Group, Inc., its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal report by any such unauthorized person(s) or entity(ies).

- If the appraisal report is submitted to a lender or investor with the prior approval of Santolucito Doré Group, Inc., such party should consider this report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Hypothetical Conditions and Extraordinary Assumptions incorporated in this appraisal report.
- The appraiser(s) may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client, legal authorities via subpoena, or the Appraisal Institute.
- The appraisal report is based on the assumption of: (a) responsible ownership and competent management of the subject property; (b) no hidden or unapparent conditions of the subject property, subsoil or structures that render the property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the appraisal report is based.
- The physical condition of the improvements (if any) considered by the appraiser(s) is based on visual inspection by the appraiser(s). Santolucito Doré Group, Inc. assumes no responsibility for the soundness of structural components or for the condition of mechanical equipment, plumbing or electrical components.
- The presence of hazardous substances may affect the value of the subject property. No hidden or unapparent conditions of the subject property, subsoil or structure, including without limitation, asbestos, formaldehyde foam insulation, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which would make the property more or less valuable, were discovered by or made known to the appraiser(s). The appraiser(s) is not qualified to test for such substances and no responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, the appraiser(s) assumed there was no existence of hazardous materials or conditions, in any form, on or near the subject property.
- No opinion is intended to be expressed and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the subject



property was presumed to be good and merchantable and the property was appraised assuming there were no adverse easements, encroachments, liens, encumbrances, special assessments, or other restrictions.

- The appraised value was based on the assumption that there were no tax liens affecting the subject property. Unless otherwise noted, the subject property was found to be current in the payment of real estate taxes as of the date of value according to the applicable county treasurer-tax collector. It was assumed that any special assessments affecting the subject property are typical and appropriate for the area and do not have an impact on the value conclusion in this report and that any outstanding bonds have been paid.
- Unless stated herein, the subject property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
- Santolucito Doré Group, Inc. was not provided with a Biological Survey detailing possible biological species. Without a recent biological survey of the property, it could not be determined which species are actually on or frequent the subject land. The vegetation cover on the subject land is typical for the area and may provide habitat for many indigenous animal species found throughout the area.
- No opinion is expressed with regard to potential seismic impact and it was assumed that the subject's potential risks are similar to those shared by most properties throughout the region. Santolucito Doré Group, Inc. makes no warranty as to the seismic stability of the subject land. The assumption was made that any future development of the property, if any, would occur in accordance with all appropriate regulations and ordinances regarding grading, fill, and applicable building codes.
- Any ground lease referred to in the appraisal report may be based on lease summaries provided by the owner or third parties. The appraiser(s) assumes no responsibility for the authenticity or completeness of lease information provided by others. Santolucito Doré Group, Inc. recommends that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties. Any forecasts are not predictions of the future. Rather, they are the appraiser's best opinions of current market thinking on future income and expenses. The appraiser(s) and Santolucito Doré Group, Inc. make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the appraiser's task to predict or in any way warrant the conditions of a future real estate market; the appraiser(s) can only reflect what the investment community, as of the date of the appraisal report, envisages for the future in terms of rental rates, expenses, and supply and demand.
- Except as may be otherwise stated in the letter of engagement, the appraiser(s) shall not be required to give testimony in any court or administrative proceeding relating to the subject property or the appraisal. If the appraiser(s) is subpoenaed pursuant to a court order, the client agrees to pay the Santolucito Doré Group, Inc.'s regular per diem rate plus expenses.



- In the event of a claim against Santolucito Doré Group, Inc., its affiliates, their respective
  officers or employees, or the appraiser(s) in connection with or in any way relating to this
  appraisal report or this engagement, the maximum damages recoverable shall be the
  amount of the monies actually collected by Santolucito Doré Group, Inc. or its affiliates
  for this appraisal report and under no circumstances shall any claim for consequential
  damages be made.
- Any estimate of insurable value, if included within the agreed upon scope of work and presented within this report, is based upon figures derived from a national cost estimating service and is developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, it is strongly recommended that the client obtain estimates from professionals experienced in establishing insurance coverage for replacing any structure. This analysis should not be relied upon to determine insurance coverage. Furthermore, the appraiser(s) makes no warranties regarding the accuracy of this estimate.
- Necessary licenses, permits, consents, legislative or administrative authority from any local, state, or federal government, or private entity, are assumed to be in place or reasonably obtainable.



## SCOPE OF WORK

According to the Uniform Standards of Professional Appraisal Practice (USPAP), it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

In preparing this report, we investigated numerous land sales and listings from the area and confirmed all data with buyers, sellers, brokers, property developers, and/or public officials when possible. We collected, confirmed, and reported data that were applicable in the valuation process. Data collection involved the use of various sources including CoStar, LoopNet, Multiple Listing Service, RealQuest, Dataquick, Inc. (data collection services), Los Angeles County deed records, and in-house materials. The data collected and confirmed have been reported to an extent sufficient for the particular appraisal problem involved.

The client and intended users for this assignment are the Palmdale Water District and TranSystems Corporation. The intended use of the appraisal is to provide an opinion of the fair market value of the site for possible property acquisition purposes; specifically, a full acquisition of the parcel.

#### SCOPE OF WORK

REPORT TYPE:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2- 2(a). This format provides a summary of the appraisal process, subject and market data, and valuation analyses.
PROPERTY IDENTIFICATION:	The subject has been identified by the legal description and the Assessor's Parcel Number.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
INSPECTION:	For this assignment, TranSystems sent a Notice of Decision to Appraise to the property owner on August 29,2023. The Santolucito Dore Group also sent a Notice of Decision to Appraise (NDA) letter on September 13, 2023.



	Representatives from TranSystems reached out to one of the property owners, Mr. Ravi Ravikumar, regarding the site inspection. An inspection was set for Monday, September 25, 2023 at 11:00am. Prior to the inspection, the appraisers reached out to Mr. Ravikumar, who indicated that he did not need to attend.
	The subject site was inspected on September 25, 2023; photographs were taken on that day.
MARKET AREA AND ANALYSIS OF MARKET CONDITIONS:	An analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
HIGHEST AND BEST USE ANALYSIS:	An as vacant highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
VALUATION ANALYSES: Cost Approach:	A Cost Approach was not developed as the subject is vacant land.
Sales Comparison Approach:	A Sales Comparison Approach was applied in determining the market value for the subject's land value. There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Approach:	An Income Approach was not developed because the subject is vacant land and not income producing.
HYPOTHETICAL CONDITIONS:	The following hypothetical conditions apply to this specific appraisal assignment. Use of these hypothetical conditions may have affected the assignment results.
	There are no hypothetical conditions applicable to this appraisal assignment.
EXTRAORDINARY ASSUMPTIONS:	The following extraordinary assumptions apply to this specific appraisal assignment. Use of these extraordinary assumptions may have affected the assignment results.
	There are no extraordinary assumptions applicable to this appraisal assignment.
DOCUMENTATION:	Santolucito Doré Group Inc. was provided with the document(s) listed below. Unless noted, the document(s) did not indicate any unusual or detrimental conditions that have an impact on value. These documents were assumed to be accurate and were relied upon in the valuation of the subject



property.

• Preliminary Title Report, issued by Commonwealth Land Title Company, dated August 24, 2023, Order Number 92021623-920-CMM-CM8.

No responsibility is assumed for any missing pertinent data contained within these documents and the reconciled value does not reflect knowledge of their content.



## DEFINITIONS

## FAIR MARKET VALUE

As defined in the California Code of Civil Procedure:

1263.320 (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

## **PROPERTY RIGHTS APPRAISED**

The property right appraised in this appraisal is the fee simple estate, which can be defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> The Dictionary of Real Estate Appraisal 7<sup>th</sup> Edition, (Chicago: Appraisal Institute, 2022).



## **CITY DESCRIPTION – PALMDALE**



### LOCATION / ACCESS

Palmdale is located in the center of northern Los Angeles County, about 60 miles north of the city of Los Angeles. The urbanized centers of Palmdale and Los Angeles are separated by the San Gabriel Mountain range, which is about 40 miles wide. This range forms the southern edge of the Antelope Valley portion of the Mojave Desert. Palmdale is the second largest city in the Antelope Valley, and the fifth largest city overall in the Mojave Desert by population, after Las Vegas, Henderson, North Las Vegas, and Lancaster.

Palmdale is part of a "twin city" complex with its immediate northern neighbor Lancaster and together they are the principal cities within the Antelope Valley region and California's High Desert. According to the United States Census Bureau, the city has a total area of 106.2 square miles, of which, 106.0 square miles of it is land and 0.3 square miles of it is water (including man-made Lake Palmdale, the most visible and scenic part of the municipal water supply system). The city lies near the San Andreas Fault, making it, like many other regions of California, prone to strong earthquakes. This fault cuts across the Antelope Valley Freeway just north of the Avenue S off-ramp; running westward along the old Butterfield Stage Line (now Elizabeth Lake Road) into Leona Valley.

Palmdale has a well-maintained system of freeways and surface streets. The main freeways connecting the city to greater Los Angeles and Orange County include Interstates 5 and 15 and State Routes 14, and 138.

The Palmdale Transportation Center provides a state-of-the-art transportation facility. This regional multi-modal hub offers connections between Antelope Valley Transit Authority local and commuter bus service, Metrolink commuter rail service, Santa Clarita Transit, Greyhound bus service and Amtrak Throughway bus service. Los Angeles International Airport is about 70 miles from Palmdale and the Bob Hope Airport (located in Burbank) is about 50 miles away from the city.

## **POPULATION / DEMOGRAPHICS**

Palmdale is the sixth largest and one of the fastest growing cities in Los Angeles County. According to the California Department of Finance, the city of Palmdale had a January 1, 2023, population of 165,917. This is a decrease of 0.7% from the January 2022 population of 167,015. According to the 2021 American Community Survey/US Census, the city of Palmdale had 46,650 households with 3.55 persons per household and a median age of 33.5 years.



## SERVICES

Palmdale has adequate schools, police and fire protection, public facilities, and utilities. The city is served by three school districts, the Westside School District serves students west of 25th Street West and the Palmdale School District serves students east of 25th Street West to 80th Street East. The Antelope Valley Union High School District serves high school students throughout Antelope Valley. Nearby Antelope Valley College offers associates of arts and science degrees. The City of Palmdale is served by a variety of utility agencies. Southern California Edison provides electricity, Southern California Gas Company provides natural gas, the Palmdale Water District and Los Angeles County Waterworks provide water, Waste Management of Antelope Valley provides trash collection, the City of Palmdale Utilities Division and the Sanitation Districts of Los Angeles County provide the city with sewer services.

Palmdale features many parks, as well as recreation centers, pools, and skate parks. The Best of the West Softball Complex features eight year-round softball fields for youth and adult league play and softball tournaments. The Palmdale Amphitheater hosts a variety of concerts, festivals, and performances. The city also features the Barrel Springs Trail & Equestrian Arena and DryTown® Water Park.

10 LARGEST EMPLOYERS - PALMDALE			
Employer	No. of Employees	% Of Total	
Northrop Grumman	28,000	27.67%	
Wal-Mart (5) stores	19,900	19.66%	
Edwards Air Force Base	8,929	8.82%	
China Lake NWC	7,995	7.90%	
County of Los Angeles	3,933	3.89%	
Lockheed Martin	3,700	3.66%	
Lancaster School District	2,600	2.57%	
Antelope Valley Hospital Medical Center	2,425	2.40%	
Antelope Valley Union High School District	2,300	2.27%	
Antelope Valley Mall (All Stores)	1,800	1.78%	
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## LOCAL ECONOMY / INCOME

The city of Palmdale continues to enjoy a broadly based diverse economy, albeit one with an emphasis upon government, healthcare. and other service-oriented industries. Among Palmdale's large employers are the United States Armed Forces, Northrop Grumman, the County of Los Angeles, and Lockheed Martin.

## **EMPLOYMENT | UNEMPLOYMENT**

According to the California Employment Development Department, the city of Palmdale had a total labor force of 61,500 as of August 2023 (the most recently available data), of which 7.2% were unemployed.

### PERSONAL INCOME

According to the 2021 American Community Survey, the city had a median household income of \$73,417 up from \$55,696 in 2010. This compares to California (\$84,907). Approximately 13.1% of all city residents live below the poverty level.

## **REAL ESTATE DEVELOPMENT**

Palmdale is an ideal business center, with ease of access into and out of Los Angeles County. State Route 14 serves as the main arterial through the Antelope Valley. The city of Palmdale considers infrastructure improvements to be one of the most important investments within the



community, with planning in process for multi-million-dollar transportation projects like High-Speed Rail, Express West and the High Desert corridor that will ultimately transform Palmdale into a regional transportation hub. The city is working hard to improve its infrastructure and has several projects currently underway.

#### RESIDENTIAL

The median sale price of a single-family home in Palmdale has continued to rise year over year at an average increase of 13.0% per year although the pace of the improvement has slowed due to lack of inventories. According to the California Regional Multiple Listing Service the median sale price of a single-family home in Palmdale as of October 2023, was \$497,000. This represents a 0.5% decrease in the median sale price from October 2022 of \$500,000.

## CONCLUSION

The same positive factors affecting the region, including diversified employment, the year-round mild climate, and overall quality of life, are the primary reasons why the city is expected to continue to thrive over time.







## **NEIGHBORHOOD AND MARKET AREA DESCRIPTION**

#### **NEIGHBORHOOD DESCRIPTION**

The larger parcel is located mid-block on the east side of 25th Street East, approximately onequarter mile north of E. Avenue Q and three-quarter miles south of E. Avenue P, also known as Rancho Vista Boulevard. 25th Street East is a two-lane road with one lane of travel in each direction. The majority of the area immediately surrounding the subject is vacant; industrially zoned sites are located to the north, while residential homes are located to the south. Highway 138, also known as Palmdale Boulevard, is located approximately one mile south of the subject and is considered the main commercial arterial in the area, with a mix of commercial and retail uses, and is also considered one of the thoroughfares in the area providing access to the local freeways.

#### **MARKET AREA DESCRIPTION**

The subject property is zoned for office and limited industrial/flex uses. The specific location indicates that the most likely use would be a light office/flex or light industrial use, which is considered to fall within the industrial market. As such, we have considered the market trends and conditions within the Los Angeles County industrial market, based on Voit Real Estate Services Second Quarter Market Report (the most recent published report as of the effective date of this appraisal report). The subject's specific submarket is specialized and there are no published market reports for the subject's specific Antelope Valley submarket.

"OVERVIEW. The slowdown in the Los Angeles industrial real estate market continued in Q2. Vacancy and availability moved up for the fifth consecutive quarter and transaction activity fell sharply. Net absorption remained in negative territory, but gross absorption increased. Sales activity dropped sharply measured by square footage and transaction count, in part due to the Measure ULA transfer tax in the City of Los Angeles that began on April 1. The number of active requirements to buy or lease thinned further, but there is still enough demand to absorb available product, as vacancy is still less than 3%. Buildings are taking longer to move, especially older functionally obsolete spaces. Developers remain on the sidelines, discouraged by higher capital costs and a flatter rent growth curve. Port activity was interrupted by a labor dispute, but an agreement has been reached and both ports were reporting normal operations as the quarter ended.

**VACANCY / AVAILABILITY.** The Los Angeles overall vacancy rate rose 42 basis points in Q2 to 2.91% after a 63-basis-point spike in the first quarter. Properly priced, good quality space still moves fairly quickly, but less functional space is taking longer to lease, which accounts for much of the rise in vacancy. Last year at this point, space moved in a matter of days, which kept vacancy in the 1% range region-wide. The availability rate also moved up in Q2, rising by another 31 basis points to 5.03%, after a 106-basis-point spike in the first quarter. Vacant and available space is almost all being offered for lease, as the rise in for-sale inventory we have been expecting has yet to materialize.



**LEASE RATES.** Average asking lease rates managed another significant gain in Q2 despite the less competitive environment for tenants. Business owners continue to show a willingness to pay a premium price for the highest quality space. The average asking lease rate moved up \$0.19 in Q2, after a \$0.08 increase in Q1. Year-over-year the average asking lease rate for the entire region is up by 18.24%. However, a significant amount of the highest quality space, which commands premium rates, is offered without an asking price. So, the average asking rate may show as lower than it would be if all space had an asking price. As we reported last quarter, some of the owner / user buyer demand has shifted to leasing due to higher mortgage rates, which has added additional price support for space offered for lease only.

**TRANSACTION ACTIVITY.** Transaction activity by square footage moved lower for the fourth straight quarter, and the number of transactions completed fell to 455 from 554 in Q1. In Q2, 391 leases were completed totaling 6,240,568 SF, as compared with 459 leases total for 6,700,390 SF in Q1. Sales activity dropped even more. Just 64 sale transactions were made on 1,156,953 SF of space, as compared with 95 sales on 3,667,683 SF in Q1. The large drop can be partly blamed on Measure ULA, a new transfer tax in the City of Los Angeles that took effect on April 1. It calls for a 4% tax on properties sold between \$5 million and \$10 million, and a 5.5% tax on properties sold for more than \$10 million. In Q2, not a single industrial property closed escrow for more than \$5 million within the city limits of Los Angeles, as compared with 21 sales totaling \$622.5 million in total consideration in Q1, according to CoStar. Measure ULA is being challenged in court, and property owners appear to be waiting on the outcome.

**ABSORPTION.** Net absorption, the net difference in occupied space from one period to another, was negative for the fifth straight quarter. In Q2, negative net absorption totaled 1,058,665 SF after a decline of 3,606,403 SF in Q1 and a negative 712,855 SF in Q4 of last year. Central Los Angeles suffered the biggest decline of 915,455 SF, followed by South Bay with its loss of 424,666 SF and Mid Counties loss of 161,405 SF. Only the San Gabriel Valley submarket recorded a net gain in occupied space of 442,861 SF in Q2. Net absorption in Los Angeles is declining, suggesting that the business base is contracting. However, the thin supply of quality space is also a factor, as it forces growing companies to either remain in their existing space or leave the market.

**CONSTRUCTION.** The lack of new construction in the Los Angeles distribution sector has been a major issue for many years. The vast majority of the space was built decades ago and is no longer suitable for modern distribution needs. Land for ground-up development is scarce and expensive, making it difficult to deliver the high quality distribution space that today's tenants need to operate efficiently. In Q2, square footage in the construction queue did manage to increase to 6.8 MSF from 5.6 MSF in Q1. The increase is largely due to activity in the San Gabriel Valley region, which saw an additional 847,000 SF break ground. Central LA and Mid Counties posted slight gains, while South Bay was unchanged.

**FORECAST.** The Los Angeles industrial market should stay on its current trajectory for the balance of the year. Vacancy will continue to rise, but should remain well below historical standards. Net absorption will vacillate just above and below the zero line, as tight supply will



continue to restrict major expansion throughout the region. We may see more tenants heading to the Inland Empire to secure first-generation space, where prolific amounts of new inventory are being delivered each quarter, especially in the 100,000 to 250,000-square-foot range. Mortgage rates will remain elevated and lender underwriting will continue to tighten. Measure ULA has the potential to cause significant upset in the City of Los Angeles sale market. As reported above, not a single industrial building over \$5 million in value was sold since the law was enacted on April 1. Legal challenges to the new law are in process. Should they fail, the health of the City of Los Angeles sale market will be under serious threat."



## **CITY AND NEIGHBORHOOD MAP**





## **PROPERTY DESCRIPTION**

### LARGER PARCEL

There are three requirements a property must meet to be considered a "Larger Parcel", unity of ownership, physical contiguity, and unity of use (common highest and best use).

In the subject's case, there is one property owner (see Summary of Salient Facts and Conclusions section) and one legal parcel with one common highest and best use. Therefore, all three requirements are met.

Land			
LOCATION:	The subject property is located mid-block on the east side of 25 <sup>th</sup> Street East, north of East Avenue Q, in the city of Palmdale, California 93550.		
	The subject reflects the physical address of 38902 25 <sup>th</sup> Street E, Palmdale, California.		
ASSESSOR PARCEL NUMBER(S):	3022-011-002		
LEGAL DESCRIPTION:	Reference Preliminary Title Report in the Addenda.		
CURRENT USE:	Vacant land		
SIZE:	4.92 net acres, or 214,315 square feet		
SHAPE:	The site is rectangular in shape.		
ZONING:	Zone: OFX, Office/Flex		
	Description:	According to information provided by the City of Palmdale Planning Department, this zone is intended to allow mixed-use development of office/flex uses and supportive service, retail and commercial uses. It allows a mix of businesses that provide a wide variety of employment-generating activities, including office, medical, R&D and flex/makerspaces. Office uses may be stand alone, or part of a large business/office park development. These areas are typically situated close to Regional roadways or freeways. This zone implements the Industrial and Employment Flex General Plan Land Use Designations.	



# **Current Use Legally** The subject is vacant land. **Conforming:**

#### Zoning Comments: None

- **FRONTAGE / ACCESS:** The subject has approximately 330+ feet of frontage on 25<sup>th</sup> Street East.
- ADJACENT USES: North: Vacant land South: Vacant land West: Vacant land East: Vacant land

**TOPOGRAPHY:** The subject appears to be at street grade and is considered level.

**SOIL CONDITIONS:** The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

- **HAZARDOUS SUBSTANCES:** We did not observe any evidence of toxic or hazardous substances during inspection of the site. The subject is not listed as a hazardous site per the *Hazardous Waste and Substances Sites List* compiled by the California Environmental Protection Agency. Santolucito Doré Group, Inc. was not provided with a *Phase I Environmental Assessment Report* or any other reports addressing potentially hazardous materials on or near the subject property.
- UTILITIES: Southern California Edison, City of Palmdale Utilities Division, Sanitation District of Los Angeles County, Palmdale Water District, Los Angeles County Waterworks and Southern California Gas Company. All public utilities are available at the subject site and assumed typical and adequate for the market area.
- **FLOOD ZONE:** The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area.

#### FEMA Map Number: 06037C0700F

FEMA Map Date: September 26, 2008

**Flood Zone:** X with an annual 0.2 percentage change flood hazard; areas if 1.0% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.

## WETLANDS / No wetlands were observed during our site inspection. WATERSHED:

**EARTHQUAKE HAZARD:** The subject land is not located in an Alquist-Priolo Special Study area. Nearly all areas within California are prone to seismic activity; therefore, it was not considered to adversely impact the value conclusion. Appraisers are not experts in seismology and if more specific information is desired regarding nearby fault zones, it is suggested an opinion be obtained from an expert in said field.



The assumption was made that any future development of the property will occur in accordance with all appropriate regulations and ordinances regarding grading, fill, and applicable building codes.

**ENVIRONMENTAL** Our valuation assumes that the site is free and clear from contamination. If additional reports are provided to the contrary, we reserve the right to revisit our analysis and disclose that the impact to the value could be significant.

There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

**BIOLOGIC** We did not review a Biological Survey detailing possible biological species on the subject land. Without this, it could not be determined which species are actually on or frequent the property. It is assumed there are no biological conditions that would preclude development.

**MINERAL RIGHTS** This area has an unknown potential for mining related activity.

IMPROVEMENTS /<br/>PERSONALThe subject larger parcel is vacant land; there are no site or building<br/>improvements. There is no personal property on the site.PROPERTY:

Taxing Authority:	County of Los Angeles
Year:	2022/2023
Parcel Number(s):	3022-011-002
Land Assessed Value:	\$290,000
Improved Assessed Value:	\$0.00
Total Assessed Value:	\$290,000
Total Taxes:	\$4,053.30
	Taxing Authority: Year: Parcel Number(s): Land Assessed Value: Improved Assessed Value: Total Assessed Value: Total Taxes:


# ASSESSOR'S PLAT MAP





# FLOOD MAP





# AERIAL PHOTOGRAPHS



Subject



Neighborhood



# **SUBJECT PHOTOGRAPHS**



Street view of 25<sup>th</sup> Street East Looking North, subject on the right (Photo taken by M. McDonald on 9/25/2023)



Street view of 25<sup>th</sup> Street East Looking South, subject on the left (Photo taken by M. McDonald on 9/25/2023)



# SUBJECT PHOTOGRAPHS (CONT.)



Northeasterly View of Subject from 25<sup>th</sup> Street East (Photo taken by M. McDonald on 9/25/2023)



Easterly View of Subject from 25<sup>th</sup> Street East (Photo taken by M. McDonald on 9/25/2023)



# SUBJECT PHOTOGRAPHS (CONT.)



Northeasterly View of Subject from 25<sup>th</sup> Street East (Photo taken by M. McDonald on 9/25/2023)



Northeasterly View of Subject from 25<sup>th</sup> Street East (Photo taken by M. McDonald on 9/25/2023)



# HIGHEST AND BEST USE

Highest and best use may be defined as:

The reasonably probable use of property that results in the highest value.<sup>4</sup> To be reasonably probable, a use must be:

- 1. Legally Permissible: What uses are permitted by zoning and other legal restrictions?
- 2. Physically Possible: To what use is the site physically adaptable?
- 3. *Financially Feasible:* Which possible and permissible use will produce any net return to the owner of the site?
- 4. *Maximally Productive.* Among the feasible uses, which use will produce the highest net return, (i.e., the highest present worth)?

### HIGHEST AND BEST USE AS VACANT

#### LEGALLY PERMISSIBLE

As discussed in the Land Description section, the subject site is zoned OFX, Office/Flex, which allows for a range of office, R&D and limited commercial and industrial uses.

### PHYSICALLY POSSIBLE

As of the date of value, the subject property is vacant land with physically and legally defined paved road access. The topography is generally level, which doesn't limit the development potential. Based on our inspection, there did not appear to be any evidence of subsidence or other soil problems that would be considered prohibitive to any of the legally permissible uses. Development of the subject land is not limited by parcel size or shape and utility services are adequately provided. Therefore, office/flex uses are legally permissible and physically possible.

#### FINANCIALLY FEASIBLE / MAXIMALLY PROFITABLE

Any proposed use that supports a positive land value is considered financially feasible. As previously discussed, light commercial (office, flex, medical and R&D) uses are legally permissible and physically possible uses of the subject land and are considered financially feasible. The maximally productive use is that which will produce the highest net return (i.e., the highest present worth) of the land. Office/flex development, which accommodate light industrial uses, are also considered to be the maximally profitable use at this time, based on the zoning.

In conclusion, the highest and best use of the larger parcel "as vacant" is for office/flex or light industrial uses, as allowed under current zoning.

<sup>&</sup>lt;sup>4</sup> The Appraisal of Real Estate 15<sup>th</sup> Edition, Page 309, (Chicago: Appraisal Institute, 2022).



# MOST PROBABLE BUYER

Taking into account all of the legal physical characteristics of the subject property, the likely buyer is a local developer.



# VALUATION METHODOLOGY

Three basic approaches may be used to arrive at an estimate of market value. They are:

- 1. The Cost Approach
- 2. The Income Capitalization Approach
- 3. The Sales Comparison Approach

### **COST APPROACH**

The Cost Approach is a breakdown of property into land and building components. It assumes that an informed buyer would pay no more for a property than the cost of acquiring land and reproducing improvements of similar utility, less the amount of any depreciation. This approach is most applicable when improvements are relatively new and represent the highest and best use of the land, or in the case of special-use properties, for which there are few comparable sales.

### INCOME CAPITALIZATION APPROACH

The Income Capitalization Approach reflects the present value of the future benefits of property ownership. It converts a property's net operating income into a lump-sum value via capitalization. The two methods of income capitalization are direct capitalization and yield capitalization (via a discounted cash flow analysis), with one or both applied, as applicable to the property being appraised. This approach is most applicable for income-producing properties.

### SALES COMPARISON APPROACH

The Sales Comparison Approach is the comparison of similar properties, that recently sold or are currently listed for sale, to the subject property. It assumes that an informed buyer would pay no more for a property than the cost of acquiring a substitute property of similar utility and desirability. This approach is most applicable when there are sufficient recent and reliable transactions of similar properties. It is most often relied upon in the valuation of owner-user properties or vacant land.

### FINAL RECONCILIATION

The appraisal process concludes with the final reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and may lend themselves to one approach over the others.

### METHODOLOGIES APPLIED

The Cost and Income Approaches were not developed, because the subject is vacant land with no existing improvements or income potential. The Sales Comparison Approach was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.



# SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with similar utility and desirability, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities.

The following steps describe the applied process of the Sales Comparison Approach:

- The market in which the subject property competes is investigated; comparable sales, contracts for sale, and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and, where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

The Highest and Best Use analysis provided the foundation for locating land comparables for use in the sales comparison approach. The conclusion of the Highest and Best Use analysis supported a reasonable, probable, and consistent use of the subject property for office, flex or light industrial uses. We searched for land comparables with a similar highest and best use and overall orientation as the subject land. They included parcels of land that were purchased for light commercial, limited retail, office or light industrial uses.

Adjustments and/or comparisons of the sales are made relative to differences or similarities to the subject property. A range of values results from this approach. We correlate the range into a final value by weighting the land comparables as to their overall similarity to the subject.

### LAND COMPARABLES

The estimated market value of the land is based on land sales data for other properties with the same or bracketing utility as the subject property. To estimate the market value of the subject parcel, a search was conducted of the market area for similarly zoned land sales. A sufficient number of sales were uncovered so as to yield credible, supported results.

Our search yielded five closed land sales. These land comparables are documented on the following pages by a summary table, location map, and an analysis grid.



All land comparables have been researched through numerous sources (including, but not limited to, the county recorder's office, market data services, published reports, and personal contacts), were verified with a party to the transaction whenever possible, and were physically inspected from the public right of way.



# LAND COMPARABLE SUMMARY TABLE

				Compara	ible Land Sal	es		
Comp	Address	Date	Grantor	Financing	Price	Acres	Zoning Type	
No.	City	Tax ID	Grantee	Book/Page or Reference Doc	Price Per Land SF	Land SF	Current Use	Comments
F	South Side of W Avenue J-8, East of 15th Street W	8/4/2023	Tamil Refugee Relief Organization of California, Inc., et al	All Cash Sale	\$1,350,000	6.70	Commercial Planned Development	Vacant site located on secondary street with secondary access and overall average exposure. Brokers were unable to confirm the transaction; information based on public records. The site was purchased by an entity for development as an
H	Lancaster	3123-002-031	Lancaster Assisted Living, LLC	23-0564264	\$4.63	291,852	Vacant Land	assisted living facility. Zillow reports that the site is currently listed for sale for \$1.7m, or \$5.50 PSF. The brokers on the listing were non-responsive. No other public data source (Costar, or Loopnet) reported a listing.
2	East Side of W Division Street, South of Avenue J-13	2/28/2023	John Adams Sagedao Tan and Sumikie Ngariyan, Trustees	All Cash Sale	\$250,000	2.62	Commercial Planned Development	Vacant site located on commercial arterial with good access and exposure. Total gross site area of 3.0 acres; net site area used. Broker reports a
	Lancaster	3140-017-039	Varuzhan Arabadjian, a married man	23-0126367	\$2.19	114,127	Vacant Land	market transaction with no special circumstances. The buyers plans are unknown.
m	Southwest Corner 40th Street E and Palmdale Blvd.	11/30/2022	40 Palms, LLC	All Cash Sale	\$1,125,000	4.72	General Commercial; Rezoned MU-3	Two vacant parcels located at the southwest corner of two strong commercial arterials; surrounding parcels mostly vacant with new development across
m	Palmdale	3020-028-010, - 011	Bahram Kamdjou, et al	22-1114777	\$5.47	205,603	Vacant Land	40th street cast, buyers infinitediate plans unknown. The site is zoned for a wide range of commercial uses.
4	West Side of 30th Street E, South of Palmdale Blvd	9/30/2022	Guihua Liu	All Cash Sale	\$875,000	4.67	General Commercial; Rezoned MU-3	Vacant site located on secondary commercial street with average access and exposure. Purchased to construct a foster home. Buyers received a grant from the Housing Authority.
	raimoale	T00-970-8105	sus chilarens villages California, Inc.	520502D-22	05.4¢	c 24, c 02	vacant Land	
ы	West Side of Tierra Subida Avenue, South of Palmdale	3/18/2022	Antpalm, LLC	All Cash Sale	\$700,000	4.51	Neighborhood Commercial	Vacant parcels located on commercial arterial at the southern portion of an existing anchored retail center at the corner of Elizabeth Lake
IJ	Palmdale	3004-033-014, - 015, -016, -017	TRG Palmdale, LLC	22-0316060	\$3.57	196,292	Vacant Land	Koad/Paimoale Boulevard. A portion of the site is sloping, with a gross site area of 4.69 acres, and a net site area of 2.53 acres.



## **COMPARABLE LOCATION MAP**

# LAND COMPARABLE AERIAL PHOTOGRAPHS AND PLAT MAPS



Land Sale No. 1 - South Side of W. Avenue J-8, East of 15th Street W, Lancaster



Land Sale No. 2 – East Side of W. Division Street, South of Avenue J-13, Lancaster



Land Sale No. 3 – Southwest Corner 40th Street E and Palmdale Blvd, Palmdale



LAND COMPARABLE AERIAL PHOTOGRAPHS AND PLAT MAPS, CONTINUED



Land Sale No. 4 – West Side of 30th Street South E, South of Palmdale Boulevard, Palmdale



Land Sale No. 5 – West Side of Tierra Subida Avenue, South of Palmdale Boulevard, Palmdale



## THE COMPARISON PROCESS

In the comparison process, we take into consideration the financial and physical differences between each land comparable and the subject. Categories of adjustment and/or comparison include: 1) property rights conveyed; 2) financing (terms of sale); 3) conditions of sale; 4) buyer expenditures; 5) market conditions; and, 6) physical characteristics (including location, access/exposure, size/economies of scale, zoning, shape and topography, neighborhood surroundings, site improvements, and entitlements at time of sale).

Each land comparable's size was obtained from public records, published sales information, and/or other reliable sources. The comparables were analyzed on a price per square foot basis, as is typical for vacant land sales.

The comparison process is fairly subjective in nature primarily due to the many characteristics of value, variances in buyer/seller influences, imperfections in the market, etc. Adjustments and/or comparisons are an attempt to reflect value contributions of the various factors in the marketplace. Many of the comparisons of physical characteristics overlap and reflect overall desirability. The comparison grid following this section is an empirical format to simply lead the reader to a logical conclusion of the final estimated value. Please note, each item of comparability is not weighted equally. Items may outweigh each other resulting in an overall rating that may not "add up" based on the ratings of individual elements.

### **PROPERTY RIGHTS**

The property right appraised was the fee simple estate. All of the land comparables transferred the fee simple interest, thus, no adjustments were warranted.

### FINANCING (TERMS OF SALE)

Financing (terms of sale) include below market rates, buy downs, atypical payback periods, or any financing situations that are not commonly accepted within the marketplace. In the subject market, land is typically purchased with all cash or the seller takes back a first trust deed with a large (20%-50%) down payment. In this case, all of the sales reflected were cash or market terms and financing and no adjustments were necessary.

### CONDITIONS OF SALE

Conditions of sale include any distress influences, less than arm's length transactions, or other related influences that are not attributable to financing/terms of sale, market conditions, or physical differences. None of the comparables had conditions of sale that affected their sale prices and no adjustments were made. Public records reported that the seller for Land Sale No. 4 received a grant for development; however, we were not able to confirm if the grant had any impact on the purchase price for this property.



#### **BUYER EXPENDITURES**

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price they agree to pay. Such expenditures may include the cost to demolish and remove buildings, petition for a zoning change, remediate environmental contamination, extend escrow, or pay broker fees, among others. No atypical buyer expenditures were discovered during the verification process; thus, no adjustments were warranted.

#### MARKET CONDITIONS

Market conditions (time of sale) adjustments take into consideration appreciation or depreciation that has occurred in the market. In this analysis, all of the land comparables were relatively recent transactions for this market area, occurring from August 2021 to October 2022. While general sales data indicates year-over-year price appreciation for land sales, depending on the market area and potential use or development ranging from 2% to 6% annually in the broader Los Angeles industrial market, the subject's specific Antelope Valley submarket appears to be more stable with little to no increases seen during the last two years; as such, no adjustments are made for market conditions.

#### PHYSICAL CHARACTERISTICS

After adjusting for the above non-physical characteristics, we compared the physical differences of the land comparables to the subject's. There is myriad of physical features that can be reviewed by investors when purchasing vacant land. However, the features discussed below represent those that generally have the greatest effect on value or are most often a consideration. Note that location, size/economies of scale, and zoning generally have a stronger impact on value than the remaining categories. Qualitative comments were made regarding any differences noted.

#### LOCATION

When looking at location, we take into consideration a property's orientation to the surrounding area including proximity to local services, surrounding land use influences, and perceived desirability/market demand. The comparables are all located within the Antelope Valley, in the cities of Palmdale and Lancaster and reflect generally similar locations; no adjustments are made for location.

#### ACCESS AND EXPOSURE

Access reflects the proximity to transportation facilities and ease of site access, while exposure reflects a site's frontage, visibility, and orientation. The subject is considered to have a somewhat secondary location with the majority of the commercial, retail and residential uses in the area north of the subject. All of the comparables are considered to reflect a superior location, on stronger commercial arterials with close proximity to retail, commercial and residential centers in the area.



#### SIZE/ECONOMIES OF SCALE

Size/economies of scale reflects the fact that a larger parcel will typically sell for a lower price per square foot, while a smaller parcel with similar location and utility will typically sell for a higher price per square foot. The subject's area contains 214,315 square feet (4.92 acres); the land sales range in size from 114,127 to 291,852 square feet (2.62 to 6.70 acres), bracketing the subject property larger parcel size. The comparables are considered generally similar in terms of size and no adjustments are made.

#### Zoning

Zoning reflects a property's allowed uses and usable area for development. The subject's zoning allows for a wide range of commercial, limited retail and industrial uses; the comparables are considered similar and no adjustments are made.

#### SHAPE AND TOPOGRAPHY

The shape and topography of land generally determines potential uses (i.e., the more level the land, the greater the utility). The level subject site is mostly level and has a rectangular shape. The majority of the comparables have similar rectangular or generally rectangular shapes, with the exception of Land Sale No. 5, which is irregular and has portions of sloping topography.

#### UTILITIES

This includes hook-up to utilities (phone, electric, gas, and sewer and water), as well as both the costs to extend the lines to the site as well as the tap fees. The subject is assumed to have all available utilities at the site. All of the comparables utilized appear to have utilities available within the adjacent roadways, and, therefore, no adjustments are indicated.

#### NEIGHBORHOOD COMMENTS

The subject property is located within an industrial area of the neighborhood, considered outside the sphere of influence of the commercial and residential area of the area. All of the comparables are considered superior.

#### ENTITLEMENTS AT THE TIME OF SALE5

In the context of ownership, use, or development of real property, the right to receive governmental approvals for annexations, zoning, utility extensions, construction permits, and occupancy / use permits. Entitlements may be transferable, subject to covenants or government protocols, may constitute vested rights, and may represent an enhancement to a property's value.

The subject is a vacant site with no entitlements; the comparables are similar and no adjustments are made.



## SALES COMPARISON APPROACH CONCLUSION

A total of five land comparables were used in the sales comparison approach to land value. The land comparable data were sufficient in quality and quantity to estimate the subject's market value with many physical and non-physical characteristics analyzed in the valuation process.

The land comparables had an unadjusted range of \$2.19 to \$5.47 per square foot. There were no adjustments for property rights, financing, conditions of sale, buyer expenditures or market conditions.

All of the comparables are considered superior, due to their access and neighborhood improvements and locations within close proximity to residential and commercial hubs within the area.

It is noted that the property immediately north of the subject, a 14.72-acre site, was listed for sale with an asking price of \$699,000, or \$1.09 per square foot. Mr. Ron Hier, the listing broker indicated that there have been verbal offers on the property for \$600,000 to \$650,000, or \$0.94 to \$1.02 per square foot. This site is considerably larger than the subject property and would be expected to reflect a value lower than the indicated value for the subject property.

VALUATION ADJUSTMENT ARRAY					
Land	Comparability to	Adjusted Price			
Comparable	Subject	per SF			
3	Superior	\$5.47			
1	Superior	\$4.63			
4	Superior	\$4.30			
5	Superior	\$3.57			
2	Superior	\$2.19			
SUBJECT		\$2.00			

FAIR MARKET VALUE OF THE LARGER PARCEL
Subject Size (Acres): 4.92
SUBJECT SIZE (SF): 214,315
INDICATED VALUE: \$428,630



			Land Sale Analys	is Grid		
Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Address	38902 25th Street East	South Side of W Avenue J East of 15th Street W	-8, East Side of W Divisior Street, South of Avenue J	Southwest Corner 40th     Street E and Palmdale Blv	West Side of 30th Street E, South of Palmdale Blvd	West Side of Tierra Subida Avenue, South of Palmdale Blvd.
City	Palmdale	Lancaster	Lancaster	Palmdale	Palmdale	Palmdale
State	CA	CA	CA	CA	CA	CA
Date	9/25/2023	8/4/2023	2/28/2023	11/30/2022	9/30/2022	3/18/2022
Price	I	\$1,350,000	\$250,000	\$1,125,000	\$875,000	\$700,000
Land SF	214,315	291,852	114,127	205,603	203,425	196,292
Land SF Unit Price	:	\$4.63	\$2.19	\$5.47	\$4.30	\$3.57
Transaction Adjustments						
Property Rights	Fee Simple	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%
Financing	Conventional	All Cash Sale 0.0%	All Cash Sale 0.0%	All Cash Sale 0.0%	All Cash Sale 0.0%	All Cash Sale 0.0%
Conditions of Sale	Cash	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%
Expenditures After Sale		\$0	\$0	\$0	\$0	\$0
Adjusted Land SF Unit Price		\$4.6 <b>3</b>	\$2.19	\$5.47	\$4.3 <b>0</b>	\$3.57
Market Trends Through	9/25/2023 0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Land SF Unit Price		\$4.6 <b>3</b>	<b>\$2.19</b>	\$5.47	<b>\$4.30</b>	<b>\$3.57</b>
Location	Palmdale	Lancaster	Lancaster	Palmdale	Palmdale	Palmdale
Comparison		Similar	Similar	Similar	Similar	Similar
Access & Exposure	Average/Secondary	Average/Arterial	Average/Arterial	Corner/Arterial	Average/Arterial	Average/Arterial
Comparison		Superior	Superior	Superior	Superior	Superior
Land SF	214,315	291,852	114,127	205,603	203,425	196,292
Acres	4.92	6.70	2.62	4.72	4.67	4.51
Comparison		Similar	Similar	Similar	Similar	Similar
Zoning	OFX, Office/Flex	СРD	CPD	ß	ß	NC
Comparison		Similar	Similar	Similar	Similar	Similar
Shape & Topography	Rectangular/Level	Mostly Rectangular/Lev	el Square/Level	Mostly Rectangular/Leve	Rectangular/ Level	Irregular/Sloping
Comparison		Similar	Similar	Similar	Similar	Inferior
Utilities	Available to Site	Available to site	All available to site	All available to site	All available to site	All available to site
Comparison		Similar	Similar	Similar	Similar	Similar
Neighborhood Comments	Vacant/Industrial	Commercial	Commercial	Residential/Commercial	Commercial	Residential/Commercial
Comparison		Superior	Superior	Superior	Superior	Superior
Entitlements at Time of Sale	None	None	None	None	None	None
Comparison		Similar	Similar	Similar	Similar	Similar
Adjusted Land SF Unit Price		\$4.6 <b>3</b>	<b>\$2.19</b>	\$5.47	<b>\$4.30</b>	\$3.57
<b>Overall Comparability</b>		Superior	Superior	Superior	Superior	Superior

# LAND COMPARABLE ADJUSTMENT GRID

# SUMMARY OF CONCLUSIONS

Per the preceding analyses, we have developed an opinion of fair market value of the subject larger parcel, which is summarized below.

SUMMARY OF VALUE CONCLUSION					
		Value of Property			
As of September 25, 2023	Indicated Value	Rights to Be Acquired			
Value of the Larger Parcel (Land Only)	\$428,630				
Value of the Part(s) Acquired					
Full Acquisition	<u>\$428,630</u>				
Total Value of the Part(s) Acquired	\$428,630	\$428,630			
Total Fair Market Value of the Proposed Acquisition		\$428,630			
TOTAL COMPENSATION ROUNDED		\$429,000			

\* Slight differences may be due to rounding



# **CERTIFICATION STATEMENT**

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective future interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- As of the date of this report, Lance W. Doré, MAI, FRICS has completed the continuing education program for designated members of the Appraisal Institute.
- As of the date of this report, Christine S. Santolucito, R/W-AC has completed the Standards and Ethics Education Requirement for Candidates of the Appraisal Institute.



- The appraisers have performed no other services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- Christine S. Santolucito, R/W-AC and Meredith McDonald have made an inspection of the subject property. Lance W. Dore, MAI, FRICS, has not made a personal inspection of the subject property.

Respectfully submitted, **Santolucito Doré Group Inc.** 

Christine S. Santolucito, R/W-AC President / CEO California-AG043715 Exp: February 14, 2024 christie@sdgroupinc.com Lance W. Doré, MAI, FRICS Treasurer / CFO California-AG002464 Exp: October 1, 2024 lance@sdgroupinc.com

Uneredit hebonald

Meredith McDonald Appraiser/Consultant California-AG043409 Exp: December 13, 2023 mmcdonald.appraiser@gmail.com



Addenda



Property Detail Report For Property Located At : 38902 25TH ST E, PALMDALE, CA 93550-3412



# RealQuest

Owner Information		RAVIKU	MAR RAVI H (TE)/RAV				
Mailing Address:		2717 PA	RTON CIR. LANCAST	ER CA 93536-5351 C	060		
Vesting Codes:		/A/TR	, <b></b>				
Location Informatio	n						
Legal Description:		A PORTI	ON OF PALMDALE C	OLONY LANDS T 6N	R 11W LOT EX	OFS	Г СОМ N 651.75 FT FROM
		SW COR	OF LOT 15 IN SEC 19	9 TH N 330 FT WITH	A UNIFORM DE	ЕРТН С	OF 660 FT E PART OF LOT
		15 IN SE	C 19				
County:		LOS ANG	GELES, CA	APN:		3022-	011-002
Census Tract / Block	:	9111.00/	1	Alternate APN:			
Township-Range-See	ct:	6N-00-19	)	Subdivision:		PALM	DALE COLONY LANDS
Legal Book/Page:		134-84		Map Reference:		172-G	67 /
Legal Lot:		15		Tract #:			
Legal Block:				School District:		ANTE	LOPE VLY UN
Market Area:				School District Nar	ne:	ANTE	LOPE VLY UN
Neighbor Code:				Munic/Township:		PALM	DALE
	rmation						
Owner Transfer Info	rmation	10/00/00	04 / 44/00/0004	Deed Turney			
Recording/Sale Date	-	12/28/20	21/11/29/2021	Deed Type:	<i>#</i> .	AFFIL	JAVII
		1010404		istivity Document	#.		
Document #:		1919134					
Last Market Sale In	formation						
Recording/Sale Date		03/05/19	90 / 02/1990	1st Mtg Amount/Tv	pe:	1	
Sale Price:		\$237,500	)	1st Mtg Int. Rate/T	ype:	/	
Sale Type:		FULL		1st Mtg Document	#:		
Document #:		349179		2nd Mtg Amount/T	vpe:	1	
Deed Type:		GRANTI	DEED	2nd Mtg Int Rate/	Type:		
Transfer Document #	t:			Price Per SaFt:			
New Construction:	-			Multi/Split Sale:			
Title Company:		NORTH	AMERICAN TITLE				
Lender:							
Seller Name:		VEERAM	ASUNENI SITHARAM	ANA			
Prior Sale Informati	on						
Prior Rec/Sale Date:		03/05/19	90 / 02/1990	Prior Lender:			
Prior Sale Price:		\$285,000	)	Prior 1st Mtg Amt/	Гуре:	/	
Prior Doc Number:		349178		Prior 1st Mtg Rate	/Туре:	/	
Prior Deed Type:		CORPOR	RATION GRANT DEED	1			
Property Character	ietice						
Gross Area:	istics		Parking Type:		Construction		
Living Area:			Faiking Type.				
Tot Adi Aroo:			Garage Conscitu		Exterior wells		
Above Grade:			Garage Gapacity:				
Total Pooms:			Parking Spaces.		Porch Type.		
Bedroome			Finish Remot Area		Pool		
Beth(F/H).	1		Recement Type:		Air Cond		
Daui(F/II): Voor Built / E#	1		Basement Type:		All Colla:		
Firenlass:	1		Foundation:		Ouglity:		
Filepidce.	/		Poof Matorial		Quality.		
# UI SIUIIES:					Condition:		
	•						
Site Information							
Zoning:	PDM2		Acres:	4.92	County Use:		VACANT RESIDENTIAL
2							(010V)
Lot Area:	214,456		Lot Width/Depth:	х	State Use:		. ,
Land Use:	RESIDENTI	AL (NEC)	Res/Comm Units:	1	Water Type:		
Site Influence:		、 ··/			Sewer Type:		
					71		
Tax Information					_		
Total Value:	\$290,000		Assessed Year:	2022	Property Tax:		\$4,053.30
Land Value:	\$290,000		Improved %:		Tax Area:		7080
Improvement Value:			Tax Year:	2022	Tax Exemption	1:	
Total Taxable Value:	\$290,000						

	Secondina reducated as
1	AND WHEN RECORDED MAIL THIS DEED AND.
l	BATEMENTS TO RECORDED IN OFFICIAL RECORDS
	PRASAD MUMMANENI, TRUSTEE AND OF LOS ANGELES COUNTY, CA
	2106 GLEN EAGLES COURT MAR 5 1990 AT 8 A.M. OXNARD, CALIFORNIA 93030
	Recorder's Office
	SURVEY MONUMENT FEE \$10. CODE 9 9
	CRANT DEED
l U	GRANT DEED \$5
1	Documentary transfer tax is \$ 261.25 APN 3022-11-02
	<ul> <li>( XX ) computed on full value of property conveyed, or</li> <li>( ) computed on full value less value of liens and ensumbrances remaining at time of sale</li> </ul>
1	( ) Unincorporated area ( ) City of, and
	By this instrument dated FEBURARY 1, 1990 . for a valuable consideration
بلار الارتيان	SITHARAMAIAH VEERAMASUNENI AND VIJAYALAKSHMI VEERAMASUNENI, HUSBAND AND WIFE AS
	JOINT TENANTS
تستغانون	
ويه ذيل تعري	hereby GRANTS to
L. 11	PRASAD MUMMANENI, TRUSTEE OF THE PRASAD MUMMANENI TRUST DATED NOVEMBER 28, 1986 AND VEENA MUMMANENI, TRUSTEE OF THE VEENA MUMMANENI TRUST DATED NOVEMBER 28, 1986
	AS TO AN UNDIVIDED 5/16 INTEREST
·	
- :	the following described real property in the County of LOS ANGELES . State of CALIFORNIA
	THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAS
	QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
	RECORDED IN BOOK 11 PAGES 11 AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
-	EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.
-	
	STATE OF CALIFORNIA.
-	COUNTY OF California on February 5, 1990 before mel. Setter Arminh Verzanne Sumen
	the underspined, a Solari Public in and for still County and State, SITHARAMAIAH VEERAMASUNENI
	and vijayatakshmi veeramasuneni - Vavaya Lakshmy Veenamasuneni
-	
- -	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (slare subscribed to the within instrument, and
-	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ware subscribed to the within instrument, and acknowledged to me that he/she they executed the same W17N4SS (b) hand and official evidence
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-	proved to me on the basis of satisfies (or the within instrument, and acknowledged to me that he/she they executed the same with the/she they executed the/she the/she the/she they executed the same with the/she
-	proved to me on the basis of setisfactors evidence to be the person(s) whose name(s) of are subscribed to the within instrument, and acknowledged to me that he/she they executed the same WITNESS (b) hand and official seal. MARLA A CARCIA ABARLA A GARCIA Natury Public-California VENTURA COUNTY Wy Comm. Exp. May 4, 1990



Commonwealth Land Title Company 4100 Newport Place Dr., Suite 120 Newport Beach, CA 92660 Phone: (949) 724-3170

TranSystems 5000 Airport Plaza Dr. Suite 250 Long Beach, CA 90815 Our File No: 92021623 Title Officer: Chris Maziar e-mail: TeamMaziar@cltic.com Phone: (949) 724-3170 Fax: (949) 258-5740

Attn: Mia Garcia

Your Reference No: 3022-011-002

Property Address: 38902 25th Street East, Palmdale, CA

#### PRELIMINARY REPORT

Dated as of August 4, 2023 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Commonwealth Land Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company.** 

#### Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

#### SCHEDULE A

The form of policy of title insurance contemplated by this report is:

#### CLTA Standard Coverage Owner's Policy (2-4-22)

The estate or interest in the land hereinafter described or referred to covered by this report is:

#### A FEE

Title to said estate or interest at the date hereof is vested in:

Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986 as to an undivided 5/16 interest, Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989, as to an undivided 6/16 interest, Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013, as to an undivided 2/16 interest and Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990, as to an undivided 3/16 interest

The land referred to herein is situated in the County of LOS ANGELES, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

#### EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 330 FEET OF THE WEST 660 FEET OF THE NORTH HALF OF LOT 15 IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 11 WEST, AS SHOWN ON MAP OF PALMDALE COLONY LANDS, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 11, PAGES 11</u> AND 12 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY PORTION THEREOF INCLUDED IN PUBLIC ROAD.

Assessor's Parcel Number: 3022-011-002

PLOTTED EASEMENTS

#### SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
- B. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose:	Pipe line
Affects:	As shown on said Tract Map

- 3. Intentionally Deleted.
- 4. Intentionally Deleted.
- 5. Intentionally Deleted.
- 6. Intentionally Deleted.
- 7. Matters contained in that certain document

Entitled:	Declaration of Substandard Property
Dated:	January 29, 2020
Executed by:	Navamani C. Co. Tr Navamani Trust/Ravikumar Trust and City of Palmdale
Recording Date:	February 5, 2020
Recording No:	2020-141868 of Official Records

Reference is hereby made to said document for full particulars.

- 8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 9. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

- 11. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
- 12. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
- 13. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

#### END OF SCHEDULE B EXCEPTIONS

# PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

#### **REQUIREMENTS SECTION:**

- The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.
  - Name of Trust: The Prasad Mummaneni Trust dated November 28, 1986, The Veena Mummaneni Trust dated November 28, 1986, The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989 and The Ravikumar Revocable Trust, dated February 26,1994 and The Navamani Family Revocable Trust dated January 20, 1990 and The Navamani Family Revocable Trust dated January 20, 1990
- 2. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

- NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.
- 3. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

#### INFORMATIONAL NOTES SECTION

- 1. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- 2. For wiring Instructions please contact your Title Officer or Title Company Escrow officer.
- 3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- 5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- 6. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
  - A. 2006 ALTA Owner's Policy (06-17-06).
    - 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - B. 2006 ALTA Loan Policy (06-17-06).
    - 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
    - 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
  - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
    - 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - D. ALTA Expanded Coverage Residential Loan Policy Assessments Priority (04-02-15).
    - 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
    - 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

- E. CLTA Standard Coverage Policy 1990 (11-09-18).
  - 7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
  - 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.
- 7. Please be aware that withholding is required on all California real estate transfers, with some exceptions. For more information go to the California Franchise Tax Board website at: <u>https://www.ftb.ca.gov/forms/search/</u>..
- 8. Note: There are no conveyances affecting said Land recorded within 24 months of the date of this report.
- 9. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.:	3022-011-002
Fiscal Year:	2022-2023
1st Installment:	\$2,026.65
2nd Installment:	\$2,026.65
Exemption:	None
Code Area:	07080

- 10. Note: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
  - a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
  - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
  - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).
- 11. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

Typist: 0np Date Typed: August 16, 2023



# Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party
  who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions,
  use phone numbers you have called before or can otherwise verify. Obtain the phone number of relevant
  parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the
  email address may be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: <u>http://www.fbi.gov</u> Internet Crime Complaint Center: <u>http://www.ic3.gov</u>


## **Notice of Available Discounts**

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

#### **FNF Underwritten Title Company**

CTC – Chicago Title company CLTC – Commonwealth Land Title Company FNTC – Fidelity National Title Company of California FNTCCA - Fidelity National Title Company of California TICOR – Ticor Title Company of California LTC – Lawyer's Title Company SLTC – ServiceLink Title Company

#### Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company CLTIC - Commonwealth Land Title Insurance Company FNTIC – Fidelity National Title Insurance Company FNTIC - Fidelity National Title Insurance Company CTIC – Chicago Title Insurance Company CLTIC – Commonwealth Land Title Insurance Company CTIC – Chicago Title Insurance Company

## **Available Discounts**

## **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

## **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

#### FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

## Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

#### **Other Online Specifics**

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

#### Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

#### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

Page 1

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

#### Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

#### Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

#### Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer

## ATTACHMENT ONE

#### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
     (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing
  - to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

## EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

#### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

## **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:

Attachment One – CA (Rev. 11-04-22) MISC0267 (DSI Rev. 3/16/23)

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
- b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- c. resulting in no loss or damage to the Insured Claimant;
- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:

4.

- i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
- ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

#### PART I

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, or regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
  - Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;

2.

- attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, d. 8.f., 25, 26, 27, 28, or 32); or
- resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of e. the Title at the Date of Policy.
- Lack of a right: 4.

7.

- to any land outside the area specifically described and referred to in Item 3 of Schedule A; and a.
- in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land. b.
- Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
- The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in 5. accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
- 6 Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a: fraudulent convevance or fraudulent transfer. a.
  - voidable transfer under the Uniform Voidable Transactions Act, or b.
  - preferential transfer: C.
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - for any other reason not stated in Covered Risk 30. ii
  - Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance. 8
- Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after 9. the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
- 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. e deductible amounts and maximum dollar limits shown on Schedule A are as follows:

into and maximum donal innits shown on Schedule A are as follows.	
Your Deductible Amount 1.00% of Policy Amount Shown in Schedule A or \$2,500.00	Our Maximum Dolla <u>Limit of Liability</u> \$10,000.00
(whichever is less)	
1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00
	Your Deductible Amount 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)

#### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

#### **EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from: 1

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
- building; a.
- zoning; b.
- land use; c.
- d improvements on the Land;
- land division; and e.
- environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2 The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17. 3.
- 4 Risks<sup>-</sup>
  - that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; a.
    - that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; b.
    - C. that result in no loss to You; or
    - d that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- Failure to pay value for Your Title. 5.
- Lack of a right: 6
  - to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and a.
  - in streets, alleys, or waterways that touch the Land. b
  - This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state 7. insolvency, or similar creditors' rights laws.
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence. 8
- Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances. 9.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Our Maximum Dollar

	Your Deductible Amount	Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00	\$10,000.00
	(whichever is less)	
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

#### ALTA OWNER'S POLICY (07-01-2021)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
  - 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  - 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  - 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

#### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

2

3

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.



RECORDING REQUESTED BY Commonwealth Land Title Company WHEN RECORDED MAIL TO:

ORDER NO.: 92021623-920-CM8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **CERTIFICATION OF TRUST California Probate Code Section 18100.5**

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1.	The Trust known as		
	executed on, is a valid and existing trust.		
2.	The name(s) of the settlor(s) of the Trust is (are):		
3.	The name(s) of the currently acting trustee(s) is (are):		
4	The trustee(s) of the Trust have the following powers (initial applicable line(s)):Power to acquire additional property. Power to sell and execute deeds.		
	Power to encumber, and execute deeds of trust. Other:		
5.	The Trust is (check one): Revocable Irrevocable		
The	e name of the person who may revoke the Trust is:		
6.	The number of trustees who must sign documents in order to exercise the powers of the Trust is (are):, whose name(s) is (are):		
7.	Title to Trust assets is to be taken as follows:		
8.	The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.		
9.	I (we) am (are) all of the currently acting trustees.		
10.	I (we) understand that I (we) may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.		

Dated:

(Acknowledgement must be attached)

## CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA COUNTY OF

} ss:

On \_\_\_\_\_\_ before me,

a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## **CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

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

STATE OF CALIFORNIA COUNTY OF

} ss:

On \_\_\_\_\_

before me.

a Notary Public, personally appeared \_

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

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

WITNESS my hand and official seal.

Signature

## **OWNER'S DECLARATION**

The undersigned hereby declares as follows:

- 1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at

further described as follows: See Preliminary Report/Commitment No. 92021623-920-CMM-CM8 for full legal description (the "Land").

b. Declarant is the \_\_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at

further described as follows: See Preliminary Report/Commitment No. 92021623-920-CMM-CM8 for full legal description (the "Land").

- 2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows:

\_\_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth Land Title Company against any and all claims arising therefrom.

- 3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
- 4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
- 5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:
- 6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
- 7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
- 8. There are no material violations of any current, enforceable covenant affecting the Property and the Undersigned has received no written notice from any third party claiming that there is a present violation of any current, enforceable covenant affecting the Property.

This declaration is made with the intention that Commonwealth Land Title Company and Commonwealth Land Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_ at

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

.

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

# TRANSYSTEMS

August 29, 2023

Ravi Ravikumar et al. 1000 East Ocean Blvd, Suite #414 Long Beach, CA 90802

## Regarding: Notice of Decision to Appraise Property Address: 38902 25th Street East, Palmdale, CA 93550 APN(s): 3022-011-002

Dear Property Owner,

The Palmdale Water District ("District") is proposing a project identified as the Palmdale Water District - Reservoir Acquisition Services (Project). The Palmdale Water District's plan is to convey recycled water from the Los Angeles County Sanitation District (LACSD) and construct a 5 MGD advanced water purification facility (AWPF) and associated conveyance and groundwater injection infrastructure with the ability to expand to 10 MGD.

Your property located at 38902 25th Street East, Palmdale, CA 93550 identified by Assessor's Parcel No. 3022-011-002 (the "Property"), is within the Project area. The District is investigating the potential acquisition of your property for this project.

This is not an offer to purchase the property. It is a notice to inform you of the District's intention to appraise the Property to determine its fair market value. You will be advised when the Property is to be appraised, in order for you or your representative to accompany the appraiser upon the inspection of the Property, if you wish to do so.

Santolucito Dora Group Inc. has been contracted by the District to independently appraise the Property. You will be contacted by the appraiser to arrange an appointment to inspect your property. If you would like to contact the appraiser directly, their phone number is 951-225-3500 Ext. 101.

The enclosed brochure entitled "Acquisition Policies and Procedures" contains information pertaining to the process involved in the easement acquisition. This information is being sent to you in accordance with California Code of Regulations Section 6188, et al. This is a preliminary notice only and the District has not made a final decision to acquire your property.

If you have any questions about the enclosed information or would like additional information, please contact Norma Hernandez, who is an Acquisitions Agent with the firm of TranSystems Corporation, which firm has been retained by the District to manage the potential acquisition of your property. Norma Hernandez may be reached directly at (562) 684-8320.

Sincerely,

Kelly Dewitt

Kelly Dewitt Project Manager TranSystems Corporation

Enclosures: Acquisition Brochure

## **Acquisition Policies and Procedures**

## Acquiring Agency: City of Palmdale

## Project Name: Palmdale Water District - Reservoir & Pure Water AV Acquisition Services

## Acquiring Agency Representative:

TRANSYSTEMS

TranSystems Corporation 5000 Airport Plaza Drive, Suite 250 Long Beach, CA 90815 Phone: 562-304-2000

## **INTRODUCTION**

This question and answer brochure intends to provide a non-technical, understandable discussion of the Acquiring Agency (listed above) property acquisition procedures and the principal rights and options available to you, the property owner. If the Acquiring Agency decides to acquire your property, it must abide by these procedures to fulfill its obligations under applicable federal and/or state law.

The Acquiring Agency has retained the professional firm of **TranSystems Corporation** to assist in the acquisition process. Their address and telephone number is listed above. Please contact them if you have any questions about the acquisition procedures or your rights.

## **GENERAL PROPERTY ACQUISITION QUESTIONS**

## 1. Who Will Make The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many decisions. The final decision to proceed with the project is made by the Acquiring Agency after a thorough review which often includes public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Acquiring Agency.

## 2. How Will The Acquiring Agency Determine How Much To Offer For My Property?

Before making you an offer, the Acquiring Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and state the professional opinion of its current fair market value in an appraisal report. After the appraiser has completed the report, a review appraiser may recheck the work to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Acquiring Agency is required to offer you "just compensation" for your property. This amount cannot be less than the fair market value of your property, as determined by the Acquiring Agency on the basis of its appraisal(s).

## 3. What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. The fair market value of a property is generally considered to be "just compensation". Fair market value does not take into account intangible elements such as sentimental value, goodwill, business profits, or any special value that your property may have for you or for the Acquiring Agency.

## 4. How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce.

## 5. Will I Have A Chance To Talk To The Appraiser?

Yes. You must be contacted and given the opportunity to accompany the appraiser during the inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

## 6. Can I Hire My Own Appraiser And Will I Be Reimbursed For The Cost?

Yes. Should you elect to have an independent appraisal conducted in addition to the appraisal conducted by the Acquiring Agency, you are entitled to be reimbursed for the reasonable costs of the appraisal, up to \$5,000. In order to receive any reimbursement, the appraiser you chose must be licensed with the Office of Real Estate Appraisers (OREA) and in accord with the Uniform Standards of Professional Appraisal Practice. For information regarding licensed appraisers, please visit the OREA web site at www.orea.ca.gov.

Appraisals, such as the one being obtained by the Acquiring Agency, are very specialized appraisals. It is imperative that the appraiser you chose be familiar with this particular type of appraisal.

Once you have chosen an appraiser, it is requested that you submit your reimbursement request in writing to the Acquiring Agency's acquisition representative, TranSystems Corporation. at the address listed on the front page within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or (2) the date upon which you, or someone on your behalf, remits full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract is made), appraisal report, and invoice for completed work by the appraiser must be provided to the Acquiring Agency concurrent with submission of the appraisal cost reimbursement request. The cost must be reasonable and justifiable.

## 7. How Soon Will The Acquiring Agency Give Me A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible for the Acquiring Agency to make a written purchase offer within 90 days of the date it first notifies the owner of its intent to appraise the property. Appraisal of commercial and industrial property may take somewhat longer.

The Acquiring Agency must give you a written offer to acquire your property for the full amount it determines to be just compensation, and it must do so promptly after it determines that amount. Along with the offer you are to receive a written statement explaining the basis for the Acquiring Agency's determination of just compensation.

## 8. What Is The Acquiring Agency Basis For Its Statement Of Just Compensation?

The Acquiring Agency's statement of the basis for its determination of just compensation must be provided to you with the written purchase offer. Among other things, this statement must include:

• A general statement of the Acquiring Agency's proposed use for the property.

- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The amount of the offer.
- An indication that the offer does not reflect any relocation payments or other relocation assistance which you may receive.
- The recognized definition of the term "fair market value".
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.
- Notice that if you are a business owner, you may be entitled to compensation for loss of goodwill.

## 9. Must I Accept The Acquiring Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the value of your property and to make suggestions for changing the terms and conditions of the offer. The Acquiring Agency must make reasonable efforts to consider and respond to your evidence and suggestions.

## **10.** May I Have Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please so inform the Acquiring Agency in writing. However, state law does not require the Acquiring Agency to pay the costs of any such representation.

## 11. If I Agree To Accept The Acquiring Agency's Offer, How Soon Will I Be Paid?

If you reach a voluntary agreement to sell your property and your ownership (title) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Acquiring Agency indicates that further action is necessary to show your ownership is clear, you may be able to hasten the payment by helping the Acquiring Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

## 12. What Happens If I Don't Agree To The Final Offer By The Acquiring Agency?

If you are unable to reach a voluntary agreement through negotiations, the Acquiring Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often referred to as condemnations.

If your property is to be acquired by condemnation and you would like it done promptly, the Acquiring Agency must file the condemnation suit without unreasonable delay. If the Acquiring Agency decides to abandon its intention to acquire, it will immediately give such notice to the property owner.

## **13.** What Happens After The Acquiring Agency Condemns My Property?

You will be notified of the action. In the event the Acquiring Agency requires possession of your property, prior to the completion of the condemnation action, the Acquiring Agency will deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner is then permitted to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Your early withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Acquiring Agency will have the same right. After hearing the evidence of all parties, a jury will determine the amount of just compensation. If that amount exceeds the amount deposited by the Acquiring Agency, you will be paid the difference, plus any interest that may be provided under state law.

To help you in presenting your case, in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, as a general rule, the costs of these professional services and other costs which an owner incurs in presenting his case to the court must be paid by the owner.

## 14. What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. The Acquiring Agency may also file an appeal if it believes the amount of the judgment is too high.

## **15.** Will I Have To Pay Any Settlement Costs?

You will be responsible for the payment of the balance on any mortgage on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Acquiring Agency will not charge you any sales commission. And the Acquiring Agency is responsible for all reasonable and necessary costs for typical services required to complete the sale, including recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Acquiring Agency.

The Acquiring Agency will identify these items in a Settlement Cost Statement to be given to you at the time of settlement or soon after the court award of compensation, if the property is acquired by condemnation. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the Acquiring Agency within six months after the acquisition. The Acquiring Agency will assist you in filing a claim for these costs.

## 16. May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on a property are not required by the Acquiring Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even the entire house. If you wish to keep any improvements, please let the Acquiring Agency know as soon as possible.

If you do arrange to keep any improvements, the Acquiring Agency will deduct only its salvage value from the price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his own expense.) Of course, if you arrange to keep any real property improvement (such as a fireplace mantel or a shrub), you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

## 17. Can The Acquiring Agency Take Only A Part Of My Property?

Yes. But if the Acquiring Agency acquires a portion of your property leaving you with an uneconomic remnant (a portion of land not capable of an economic development or use), the Acquiring Agency will offer to acquire the uneconomic remnant if you so desire. Whether an uneconomic remnant remains after the Acquiring Agency's acquisition will be determined by the Acquiring Agency's appraiser and attorney as well as by negotiations with the property owner.

## **18.** Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If arrangements are made to rent acquired property to an owner or his tenant for a short term or for a period subject to termination by the Acquiring Agency on short notice, the rental will not exceed the lesser of the fair rental of the property to the short term occupier, or the pro-rated portion of the fair market value for a typical rental period. If the owner or tenant is an occupant of a dwelling, the rental for the dwelling shall be within his financial means in accordance with state or federal law, as applicable.

## **19. How Soon Must I Move?**

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. Also, except in an unusual instance where there is an urgent need for your property, you cannot be required to move from your residence or to move your business or farm operation without at least a 90 day advance written notice of the date by which your move is required.

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your residence, decent, safe and sanitary replacement housing must be available before you can be required to move.

Construction or development of the projects shall be scheduled such that no person lawfully occupying real property shall be required to move from a dwelling (assuming a comparable replacement dwelling will be available) or to move his business without at least 90 days written notice from the date by which the move is required.

## 20. Will I Be Compensated For The Loss Of Goodwill For My Business?

If the owner of real property is also the owner of a business conducted on the real property to be acquired, he may have a right to compensation for loss of goodwill. Pertinent provisions of the California Code of Civil Procedure addressing compensation for "loss of goodwill" are provided below.

CODE OF CIVIL PROCEDURE - ARTICLE 6 (SECTIONS 1263.510 - 1263.530) COMPENSATION FOR LOSS OF GOODWILL

In the event you are the owner of a business conducted on the property being acquired by the Acquiring Agency, you may be entitled to compensation for loss of goodwill, if any, if you are able to make a showing of such loss pursuant to the requirements of California Code of Civil Procedure Section 1263.510. For your information, Section 1263.510 is reprinted below in its entirety.

- (A) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:
  - 1) The loss is caused by the taking of the property or the injury to the remainder.
  - 2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
  - 3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
  - 4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.
- (B) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage."

## 21. My Property Is Worth More Now Than When I Bought It. Do I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the federal income tax would apply to a gain or loss resulting from a condemnation for public purposes. In most cases, the owner of property acquired for public purposes may postpone the gain and associated taxes if certain conditions are met within a defined period. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

## 22. Will My Property Taxes Increase Substantially When I Move Because Of The Proposition 13 Reassessment Formula?

No. Not as long as the replacement property's purchase price does not exceed 120 percent of the sales price for the acquired property. Section 2(d) of Article XIIIA of the California Constitution and the Revenue and Taxation Code Section 68 generally provides that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings.

If the full cash value of the comparable replacement property does not exceed 120 percent of the award or purchase price of the property taken or acquired, then the adjusted base year value of the property taken or acquired shall be transferred to the comparable replacement property. For example:

Purchase	120% Allowable	Replacement	Subject Property	Replacement
Price	Transfer Basis	Property Price	Tax Basis	Tax Basis
\$100,000	\$120,000	\$130,000	\$50,000	\$60,000

Calculated as follows: \*\$50,000 + (\$130,000 - \$120,000) = \$60,000

In the event that the replacement property price is greater than the replacement tax basis, the difference will be added to the subject property tax basis to represent the replacement tax basis.

## 23. Is It Possible To Donate Property To The Acquiring Agency?

Yes. However, prior to accepting any donation of real property, the Acquiring Agency must inform the owner in writing of the amount it believes to be just compensation for the property. The property owner must indicate in writing that, although he understands that he cannot be required to sell his property for less than just compensation, he voluntarily agrees to do so.

## 24. What Are The Advantages Of Selling My Property To The Acquiring Agency?

- Acquiring Agency pays full cash value for property as determined by an independent appraiser. Seller does not have to provide financing to sell the property.
- Seller does not have to pay real estate sales commission. Sales commissions typically equal six percent (6%) of the sales price in a private transaction.
- Acquiring Agency pays virtually all closing costs (i.e., escrow fees, recording fees, mortgage prepayment penalties).
- Seller may receive favorable capital gains tax treatment and can transfer his existing property tax basis to the replacement property.
- Acquiring Agency provides relocation benefits including referral assistance and cash payments.
- Acquiring Agency pays for moving expenses.

## **25. Additional Information**

If you have further questions after reading this brochure, please contact the Acquiring Agency's representative at **TranSystems Corporation.** at the address and phone number listed on the front page.







September 14, 2023

SENT VIA PRIORITY MAIL

Ravi Ravikumar, et al. 2717 Parton Circle Lancaster, CA 93536

## RE: Notice of Decision to Appraise Palmdale Water District – Pure Water AV Acquisition Services Project APN: 3022-011-002 Property Address: 38092 25<sup>th</sup> St. E., Palmdale, CA 93550

Dear Property Owner,

Our firm has been retained by TranSystems, on behalf of the Palmdale Water District (District), to prepare an appraisal of the fair market value of your property, referenced above, in connection with the District's – Reservoir Acquisition Services Project (Project). Your property is being considered for full acquisition. The appraisal will assist the District in determining just compensation for the proposed acquisition. Upon completion of our appraisal, a representative from TranSystems will contact you to make an offer.

If you, or your representative, would like to accompany us at the inspection of your property, it would be appreciated if you would contact us by September 22<sup>nd</sup> to arrange an appointment. Christie can be reached at 951-225-3500 x 101 or via email at <u>christie@sdgroupinc.com</u>.

It would be of great assistance in valuing your properties if you could provide the following information prior to our inspection:

- Confirmation of the purchase price and terms regarding your acquisition of the property, if acquired within the past five years;
- Information regarding any offers to buy or sell your property within the past five years;
- Any plans for development or redevelopment of your property; and
- Any other information you would like us to consider in our analysis.

Thank you in advance for your cooperation.

Sincerely, **Santolucito Doré Group, Inc.** 

antolucito

Christine S. Santolucito, R/W-AC President / CEO <u>christie@sdgroupinc.com</u>

Lance W. Doré, MAI, FRICS Treasurer / CFO lance@sdgroupinc.com



September 14, 2023

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Thank you in advance for your cooperation.

Sincerely, **Santolucito Doré Group, Inc.** 

antolucito

Christine S. Santolucito, R/W-AC President / CEO <u>christie@sdgroupinc.com</u>

Lance W. Doré, MAI, FRICS Treasurer / CFO lance@sdgroupinc.com



## CHRISTINE S. SANTOLUCITO, R/W-AC 31600 Railroad Canyon Road, Suite 100-L, Canyon Lake, CA 92587 951-225-3500 x 101

Christie is the President (CEO) and Secretary of the Santolucito Doré Group, Inc. In this role, Christie directs all valuation assignments and is responsible for the day-to-day operations of the business. She is the lead appraiser and works closely with her partner, Lance W. Doré, MAI, FRICS, and team of appraisers on complex appraisal assignments.

Christie is a Certified General Real Estate Appraiser who holds the Right of Way Appraisal Certification (R/W-AC) through the IRWA. She is a Candidate for Designation through the Appraisal Institute (expected 2023). Christie has performed hundreds of full and partial acquisition appraisals and appraisal reviews for right of way projects for public agency clients and fee simple and leased fee valuations for private clients and financial institutions. Property types appraised and/or reviewed include single- and multi-tenant office buildings, industrial properties, research and development buildings, retail properties, auto-related properties, mixed-use properties, singleand multi-family residential properties, special-use properties, open space/environmentally sensitive land, agricultural land, and other types of vacant land.

Christie is also a California Licensed Real Estate Salesperson and is currently pursuing her Brokers license (expected 2023). Christie has been involved with various real estate tasks/transactions for multiple public and private entities, including BNSF and UPRR.

Her previous experience includes more than eight years of office management in various capacities including management of a commercial appraisal firm, prior to owning and operating SD Group.

## EDUCATION

Bachelor of Arts, Business Administration and Leadership Concordia University, Irvine, CA Cum Laude Graduate, 2006 (GPA of 4.0 at Concordia)

#### LICENSES

Certified General RE Appraiser State of California Certificate No. AG043715 Expires 2/14/2024

Real Estate Salesperson State of California License No. 01820326 Expires: 12/29/2023 (Broker License expected 2023)

#### PROFESSIONAL MEMBERSHIPS

Member, International Right of Way Association; Chapter 57 2018/19 President

Candidate for Designation, Appraisal Institute; SCCAI IEMTS Committee; Eastern Branch Advisor, Region VII Representative 2023-24

INDUSTRY TENURE 17 Years

## PROJECT EXPERIENCE

San Bernardino County Transportation Authority (SBCTA) as a sub to Overland Pacific & Cutler, LLC, Epic Land Solutions, Inc., and Bender Rosenthal, Inc., West Valley Connector Project, San Bernardino County, CA. Christie and her team appraised 45 properties and reviewed 19 appraisals within segments 1, 2, and 4 for this road widening transit project. Property types includes multi-family residential, mixed-use, commercial, and industrial properties subject to proposed partial acquisitions.

**OCTA as a sub to Epic Land Solutions, Inc., SR-55 Widening Project, Orange County, CA.** Christie and her team provided appraisals of two high-profile properties subject to complex partial acquisitions. An additional appraisal of a partial acquisition within an existing street was made.

Eastern Municipal Water District (EMWD), On-Call Appraisal Contract, Riverside County, CA. Appraiser. Christie and her team provide appraisals for various projects on an on-call basis including an appraisal of a landlocked residential parcel next to an EMWD facility for full fee acquisition, residential subdivision land subject to partial acquisition for a water line easement for the Dunlap Drive Project, two appraisals of vacant multi-family land, one being subject to full



acquisition and the other subject to partial acquisition of a sewer easement and temporary construction easement for the Sky Canyon Sewer Project, and two appraisals of vacant medium-to-high density residential acreage properties subject to partial acquisition for sewer and access easements for the Pala Lift Station Project.

**County of San Bernardino / SBCTA, I-10 / Cedar Avenue Interchange Project, Bloomington, CA. Appraiser.** Christie and her team completed 29 appraisals of single-family, commercial, and industrial property subject to partial acquisition for this interchange project.

**City of San Jacinto as a sub to Overland Pacific & Cutler, LLC & Best, Best & Krieger LLP, San Jacinto, CA. Appraiser.** Christie and her team completed eight appraisals of parcel impacted by the Esplanade Widening Project and two parcels impacted by the Shaver Street Signalization Project. These projects posed unique valuation challenges, since the majority of parcels slated for proposed acquisition were subject to dedication requirements.

**SBCTA** as a sub to Overland Pacific & Cutler, LLC, I-10 Corridor Express Lanes Project, County of San Bernardino, CA. Christie and her team appraised 50+ properties impacted by construction packages 1, 2, and 4. Property types include single-family and multi-family residential properties for proposed partial acquisitions associated with this fast-paced designbuild project.

**City of Riverside, Various Assignments, Riverside, CA. Appraiser.** Christie and her team have appraised multiple residential and commercial surplus properties for disposition as well as a business park zoned property for partial acquisition of a transmission line easement.

**City of Menifee, Fire Stations, Menifee, CA. Appraiser.** Christie and her team provided and appraisal of a vacant commercial parcel for voluntary acquisition for the construction of a City maintenance building and appraisals of 5 fire stations and the future City Hall site for internal asset valuation and auditing purposes.

**Riverside County Flood Control and Water Conservation District (RCFCWCD), Riverside County, CA. Appraiser.** Christie and her team provided three appraisals of industrial and commercial land subject to partial acquisition of storm drain easements for the Wildomar MDP Lateral C, Stage 3 Project and two appraisals of vacant multi-family residential land and open space land subject to partial acquisition of underground storm drain easements for the Palm Springs MDP Line 4, Stage 4 Project.

**City of Pomona, Various Assignments, Pomona, CA. Appraiser.** Christie provided appraisals of various property types including vacant land, parking lots, and commercial buildings for potential acquisition or disposition purposes.

**SBCTA** as a sub to HDR, Inc., Redlands Passenger Rail Project (RPRP), San Bernardino and Redlands, CA. Appraiser. Christie and her team completed multiple appraisals of commercial and industrial property subject to partial acquisition as part of this 9-mile passenger rail project. During her tenure at HDR, Christie was part of the pre-acquisition planning stages for the RPRP and provided capital cost estimates for various alternatives. In addition to the RPRP project, Christie provided appraisals of 24 parcels and review of 54 appraisals for the E Street Corridor BRT Project, 8 appraisals reviews for the San Bernardino Passenger Rail Project, and 4 reviews for the San Bernardino Transit Center Project – all of which were interrelated projects.

California High Speed Rail Authority (CHSRA) as a sub to Continental Field Service, California High Speed Rail Project, Central Valley, CA. Review Appraiser. Christie is reviewing appraisals for this large-scale project. Property types include agricultural, residential, commercial, and industrial properties primarily impacted by complex partial acquisitions.



## LANCE W. DORÉ, MAI, FRICS

31600 Railroad Canyon Road, Suite 100-L, Canyon Lake, CA 92587 O 951-225-3500 x 102

Lance is the Treasurer (CFO) of the Santolucito Doré Group. In this role he is responsible for the co-management of the business operations. He works closely with his partner, Christie Santolucito R/W-AC, on complex appraisal assignments.

Lance is a Certified General Real Estate Appraiser who holds the MAI designation through the Appraisal Institute. He also holds the FRICS (Fellow of Royal Institute of Chartered Surveyors). Lance has performed hundreds of full and partial acquisition appraisals and appraised and reviewed thousands of real estate projects in Western United States, with specialize assignments in Mexico, Japan, Russia, and the Caribbean Islands. The appraisals have been predominately for public agency clients and fee simple and leased fee valuations for private clients and financial institutions. Property types appraised and/or reviewed include single- and multitenant office buildings, industrial properties, research and development buildings, retail properties, auto-related properties, mixed-use properties, single- and multi-family residential properties, special-use properties, open space/environmentally sensitive land, agricultural land, and other types of vacant land.

Lance is also a California Licensed Real Estate Broker and published *"The Secret of Real Estate Revealed"* a real estate primer. Additional published articles in *The Wall Street Journal, Appraisal Institute Journal and Energy Central.* 

He has had executive level management for over 20 years in international real estate firms included Cushman & Wakefield and Colliers International.

## PROJECT EXPERIENCE

**San Bernardino County Transportation Authority (SBCTA) as a sub to Overland Pacific & Cutler, LLC, I-10 Corridor Express Lanes Project, County of San Bernardino, CA.** Appraisals of 50+ properties impacted by construction packages 1, 2, and 4. Property types include single-family and multi-family residential properties for proposed partial acquisitions associated with this fast-paced design-build project.

**City of Pomona, Various Assignments, Pomona, CA.** Appraisals of various property types including vacant land, parking lots, and commercial buildings for potential acquisition or disposition purposes.

**City of Palmdale as a sub to Epic Land Solutions, Inc., Avenue R Widening, Palmdale, CA.** Appraisals for 42 parcels subject to partial acquisition. Proposed improvements include installing sidewalks and dedicated bike lanes to increase pedestrian safety for the Safe Routes to School Project.

## EDUCATION

Bachelor of Science, Real Estate – Minor English – San Diego State University

#### LICENSES

Certified General RE Appraiser State of California Certificate No. AG002464 Expires 10/1/2024 Real Estate Broker State of California License No. 00976180 Expires: 12/16/2024 (Broker)

### PROFESSIONAL MEMBERSHIPS

Member – Appraisal Institute Member – IRWA Member – Royal Institute of Chartered Surveyors (RICS)

#### INDUSTRY TENURE 40 Years



**Eastern Municipal Water District (EMWD), On-Call Appraisal Contract, Riverside County, CA.** Appraisals for various projects on an on-call basis including an appraisal of a landlocked residential parcel next to an EMWD facility for full fee acquisition, residential subdivision land subject to partial acquisition for a water line easement for the Dunlap Drive Project, two appraisals of vacant multi-family land, one being subject to full acquisition and the other subject to partial acquisition of a sewer easement and temporary construction easement for the Sky Canyon Sewer Project, and two appraisals of vacant medium-to-high density residential acreage properties subject to partial acquisition for sewer and access easements for the Pala Lift Station Project.

**CHSRA, California High Speed Rail, Merced to Bakersfield, Central Valley, CA.** Lance is a subconsultant appraiser for this large-scale project. Properties impacted include agricultural, residential, commercial, and industrial properties impacted by complex partial acquisitions.

**County of Riverside, Iowa Avenue Grade Separation, Riverside, CA.** Lance provided appraisals for six larger parcels. Interests appraised were full and partial acquisitions, surface and subsurface easements, and temporary construction easements. Lance has worked on multiple other appraisal assignments with the County.

Los Angeles County Metropolitan Transportation Authority, Crenshaw / Los Angeles International Airport Transit Corridor Project, Los Angeles, CA. Lance provided appraisals for commercial and residential properties. Interests appraised were full and partial acquisitions, surface and subsurface easements, and temporary construction easements.

**City of San Diego, Multiple Assignments/Projects.** Lance prepared appraisals to determine the Value in Use of multiple properties owned by the City of San Diego. Properties included three libraries and police headquarters. Subsequent appraisals were prepared to assist the City in evaluating the potential for collateralization and internal consultation to determine the market value of the ground lease for two hotels on City property, The Lodge at Torrey Pines and the Hilton Spa and Resort Mission Bay. All appraisals were completed for bond indebtedness.

**City of Oakland.** Fair Market Rental Study and valuation of Port Berths 20-24 for taxing authorities for internal due diligence regarding the Concession and Lease Agreement between City of Oakland (Lessor) and Ports America Out Harbor Terminal LLC (lessee). Rental issues include: a) Basic Rent, b) super profit fees, and c) additional basic rent. Berths 20-24 is an international container cargo transportation and distribution hub with deep water berth depths ranging from 42 to 50 feet. The total terminal area is approximately 166 acres.

**County of Monterey.** Fair Market Rental Study was provided to the County of Monterey with a Market Rent Analysis/Highest and Best Use Analysis for internal due diligence. Properties included in the analysis were the Monterey Jail (273,800 SF), Juvenile Detention Center (44,602 SF), Health Services building (43,776 SF), two Courthouses (380,000 SF), and two Administration buildings (134,478 SF).

**City of Monterey.** Multiple subject properties including Old Fisherman's Wharf No. 1, Monterey Municipal Wharf 2, Monterey Bay Boatworks, and Monterey Beach House. Fair Market Rental Studies were provided for the City of Monterey with a Market Rent Analysis for various concessions on Monterey Bay. The subject concessions included restaurant, retail fish market, specialty retail, charter boat tenants, commercial fish processing, boatyard, marina, retail, office, yacht club, and special event venue tenants.



## **MEREDITH MCDONALD**

31600 Railroad Canyon Road, Suite 100-L, Canyon Lake, CA 92587 O 951-225-3500 x 101

Meredith is a Certified General Real Estate Appraiser with over 18 years of experience in commercial real estate appraisal. Starting her career in real estate property management, Meredith made the transition to appraisal in 2002. Meredith has significant experience in complex full and partial acquisitions for right of way projects, transactional lending work, and other intended uses. Properties appraised have included single and multi-tenant office buildings, neighborhood, community, and super regional shopping centers, special use properties, fee simple and leased fees, single/multi-tenant industrial buildings, and proposed residential subdivisions. Meredith's previous experience includes over five years in property management in both retail and office properties, lease management and construction management.

Meredith has served on the Executive Board of Directors for Chapter 67 of the International Right of Way Association for the past nine years, serving as Treasurer, Secretary, Membership Chair, Nomination and Elections Chair and President-Elect. She is currently serving as the Chapter President for the 2020-2021 Fiscal Year.

Meredith has performed hundreds of full and partial acquisition appraisals and appraisal reviews for right of way projects for public agency clients and fee simple and leased fee valuations for private clients and financial institutions. Property types appraised and/or reviewed include single- and multi-tenant office buildings, industrial properties, research and development buildings, retail properties, auto-related properties, mixed-use properties, single- and multi-family residential properties, special-use properties, open space/environmentally sensitive land, agricultural land, and other types of vacant land.

## **PROJECT EXPERIENCE**

**Overland Pacific & Cutler, LLC/SBCTA, I-10 Corridor Express Lanes Project, County of San Bernardino, CA.** Meredith was a part of the appraisal team for this project, completing over 10 appraisals of commercial properties for proposed partial acquisitions associated with this fast-paced design-build project.

**I-5 Widening Project, Mission Viejo/Laguna Niguel, CA.** Appraisal of 15 properties located along the I-5 in Mission Viejo and Laguna Niguel for a freeway widening project. Appraised values included fee acquisitions, permanent easement, and temporary construction easements, as well as full acquisitions of two gas stations. Property types included commercial, office, retail, industrial and two auto dealerships.

**SR-91 Corridor Improvement Project, Corona, CA.** Appraisal of 10 properties for acquisition by the Riverside County Transportation Commission, in partnership with the State of California Department of Transportation, for the 10-year plan for the SR-91 Corridor Improvement Plan. The purpose of the

### EDUCATION

Fullerton College Fullerton, California

### LICENSES

Certified General RE Appraiser State of California Certificate No. AG043402 Expires 12/13/2023

#### PROFESSIONAL MEMBERSHIPS

Member, International Right of Way Association (Chapter 57 2018/19 President)

INDUSTRY TENURE 18 Years



appraisals was to develop an opinion of the fair market value of the larger parcels and proposed acquisitions. Many involved a full before and after valuation with calculations of severance damages.

**Lakeview Avenue Grade Separation, Anaheim/Placentia, CA.** Appraisal of 14 properties for acquisition by Orange County Transportation Authority for the grade separation overcrossing of the BNSF Railroad corridor at Lakeview Avenue. The appraisals included full acquisitions for industrial properties and partial acquisitions of commercial, retail and residential properties along Lakeview Avenue.

**Proposed Redevelopment of Retail Center, Garden Grove/Stanton, CA.** Valuation of a proposed redevelopment of an 80,000 square foot retail center. The developer proposed the redevelopment to include major tenant space, front pad buildings, ground leases and inline shop space. Total building square footage at the completion of renovation was 150,000 square feet.

## MEMORANDUM

Date:	February 20, 2024
То:	Scott Rogers PE Engineering Manager
From:	Kelly Dewitt Project Manager
Regarding:	Palmdale WD – Pure Water AV Acquisition Services Project Administrative Settlement to Acquire Property 38902 25th Street East, Palmdale, CA 93550 Assessor Parcel No.: 3022-011-002

## **Background**

The subject property is being pursued in conjunction with the proposed Palmdale Water District ("District") - Pure Water AV Acquisition Services, it has been determined that Assessor's Parcel Number 3022-011-002 in the City of Palmdale, California, will likely be affected by the proposed project and subject to a full acquisition. The subject property is owned by Prasad Mummaneni, Trustee of The Prasad Mummaneni Trust dated November 28, 1986 and Veena Mummaneni, Trustee of The Veena Mummaneni Trust dated November 28, 1986 as to an undivided 5/16 interest, Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara, Trustees of The Bhaskara Family Trust for the benefit of Nagaraja Gupta Bhaskara and Geetha Nagaraja Bhaskara and their issue under instrument dated October 25, 1989, as to an undivided 6/16 interest, Ravi Ravikumar and Kalpana Ravikumar, as Trustees of The Ravikumar Revocable Trust, dated February 26,1994 and as amended and Restate on August 30, 2013, as to an undivided 2/16 interest and Rajeswari Navamani, as Surviving Trustee of The Navamani Family Revocable Trust dated January 20, 1990, as to an undivided 3/16 interest. The subject property is vacant land. On September 25, 2023, Santolucito Dore Group, Inc. performed an appraisal to determine the fair market value for the subject property. The concluded value was \$429,000.00.

On November 15, 2023, Palmdale Water District approved the amount of just compensation based upon the appraisal performed by Santolucito Dore Group, Inc. and authorized the initiation of formal negotiations to acquire the subject property. On November 28, 2023, a written offer in the amount of \$429,000.00 was presented to the owner. The offer included the full acquisition of vacant land containing 214,315 square feet.

During the offer presentation the owners expressed that they felt the price per square foot was low considering the other properties used in the appraisal and felt that their property is worth more. After discussing the ranges of the comparable properties from 5.47 per square feet to 2.19 per square feet. The owners provided a counteroffer of \$500,000.00 which calculates to \$2.33 per square foot.

In subsequent discussions and through the process of negotiations, to resolve this matter without additional delays, the property owners indicated they would forgo their right to obtaining their own appraisal and move forward and enter into an agreement in the amount of \$475,000.00 which calculates to \$2.21 per square foot.

## **Recommendation**

Based on our review of the comparable sales and the counteroffer provided by the owner, it has been determined that an increase of \$46,000.00 is warranted.

For these reasons, we believe the total administrative settlement of \$475,000.00 to be reasonable and in the public's best interest and we recommend that the Palmdale Water District approve this administrative settlement and proceed with consummating the timely completion of this transaction.

## ADMINISTRATIVE SETTLEMENT RECOMMENDATION

Project: Palmdale	WD – Pure Water AV Acquisition Services Project
APN: <u>3022-011-002</u>	Property Owner Name: <u>Ravikumar et al.</u>
Date of Offer: <u>11/16/23</u>	Just Compensation Offer: <u>\$429,000.00</u>
Property Address:	38902 25th Street East, Palmdale, CA 93550
Administrative Increase:_	\$46,000.00 Counteroffer From Owner: <u>\$475,000.00</u>
Recommended Administr	ative Settlement: \$475,000.00
1. An admir	nistrative increase in the amount of \$46,000.00 is recommended based on:
( ) A.	Stalemated negotiations.
( ) B.	Anticipated basis of value range of property owner's court testimony of just compensation.
(X) C.	Review of appraised value ranges.
( ) D.	Cost of mitigation measures.
(X) E.	Other considerations directly relating to the value and/or unique features of the subject property.
(X) F.	Avoidance of potential construction delays.

() G. Trial Costs.

The recommended administrative increase amount was determined as follows:

(SEE ATTACHED MEMO)

Recommended by:

Kelly Dewitt

3/6/2024

Date

Kelly Dewitt Project Manager OPC, a Division of Transystems Corporation

Dennis D. LaMoreaux General Manager

Approved by:

Erik Galloway Capital Project Delivery Director Date
## AGENDA ITEM NO. 7.8 Conference/Training Request

#### **Event Name/Date(s):**

2024 Special Districts Resilience Virtual Summit to be held April 12, 2024

#### **REQUESTED BY:**

First Name	Last Name	Date

#### **ACCOMMODATION INFORMATION (If applicable)**

Rooms and rates are subject to availability. Complete and submit this form as soon as possible as reservation blocks at host hotels book quickly. In the event that the host hotel is full, every effort will be made to secure a room at the nearest hotel within comparable rates.

Arrival Date	Departure Date	No. of Guests	Room Type Single/King Bed
Dietary Restrictions If yes, please provid	? e specifics in additional in	fo. box	Smoking Room?
O Yes ⊙ No			○ Yes ● No
<b>Flight Needed?</b> If yes, please provide D.O.B. in additional ☐ Yes ☐ No	e DL# and info. box Flig	ht Numbers	Departure/Return Times
ADDITIONAL INF REQUESTS	FORMATION/	Supervisor Appr (If applicable)	oroval Processed By:

### **Special Districts Resilience Summit**

USC Price EXED Forum Presents

#### **Special Districts Resilience Summit**

Friday, April 12, 2024 9:00 a.m. - 1:00 p.m. Virtual Event

Join renowned industry experts and USC Price faculty to bridge the gap between theoretical learning and real-life experience. The key topics covered during the summit will include the following:

- Energy Financing
- ZEV Funding Resources
- The Advanced Clean Fleets
- Hazard Mitigation Plans

#### Full Agenda Coming Soon!

Free to CSDA Members \$345 / Non-member

Those who complete the Summit on the 12th will earn a certificate from USC Price Executive Education.

This is a TWO PART registration. After registering with CSDA, attendees will be emailed information regarding attending the Summit on the USC platform.

### Sign In

#### Username

Username

#### Password

Password

SIGN IN

Forgot username? | Forgot password?

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This event will be live closed captioned, in some instances, using Al technologies and, therefore, may not be fully accurate. It is requested that individuals requiring auxiliary aids such as sign language interpreters and atternative format materials notify USC Price, accelho@usc.edu at least 60 days before the event Upon request, a full transcript is available after the event by emailing accelho@usc.edu. Every reasonable effort will be made to provide reasonable accommodations in an effective and timely manner.



**When** 4/12/2024 9:00 AM - 1:00 PM Pacific Daylight Time

# **Conference/Training Request**



Waterwise Pro Maintenance & Construction Expo to be held May 14, 2024 in Pleasanton , CA

#### **REQUESTED BY:**

First Name	Last Name	Date

#### **ACCOMMODATION INFORMATION (If applicable)**

Rooms and rates are subject to availability. Complete and submit this form as soon as possible as reservation blocks at host hotels book quickly. In the event that the host hotel is full, every effort will be made to secure a room at the nearest hotel within comparable rates.

Arrival Date	Departure Date	No. of Guests	Room Type
			Single/King Bed
Dietary Restrictions? If yes, please provide	specifics in additional in	fo. box	Smoking Room?
O Yes ● No			○ Yes
Flight Needed? If yes, please provide I D.O.B. in additional in Yes No	DL# and fo. box Flig	ht Numbers	Departure/Return Times
ADDITIONAL INFO	RMATION/	Supervisor App (If applicable)	oroval Processed By:



# WaterWisePro: Maintenance & Construction Expo 2024 -Attendees

Tuesday, May 14, 2024 8:00 AM - 3:00 PM PDT <u>Alameda County Fairgrounds</u>

DETAILS

REGISTER

MCE is back and available for NorCal!	Contact Info
<b>Get Connected</b> with experts from every major maintenance & construction sector of the water & wastewater industry. Here you'll network, discover new technologies, and build relationships in the water	<u> (831) 750-9113</u> <u> Email Us</u>
	Location
<b>Contact Hours?</b> Expo attendees can earn up to 6 contact hours from industry experts. <b>More Contact Hours?</b> Each registrant will receive an exclusive three-month subscription to Professional Auditory Learning (PAL) on the WaterWisePro App. This is unlimited access to all PAL sessions.	<ul> <li><u>Alameda County Fairgrounds</u></li> <li>4501 Pleasanton Avenue</li> <li>Pleasanton, CA, 94566</li> <li><u>alamedacountyfair.com</u></li> <li>Email Directions</li> </ul>
MCE 2024 Highlights:	Nearby
<ul> <li>6 Contact Hours</li> <li>In-Class Training</li> <li>Vendor Specific Training</li> <li>Lunch</li> <li>Networking</li> </ul>	<ul> <li>➢ Airports</li> <li> Hotels</li> <li>➢ Dining</li> </ul>
<ul> <li>WaterWisePro App, Professional Auditory Learning</li> <li>3-Months Free Subscription</li> <li>Unlimited Contact Hours</li> </ul>	
<b>WaterWisePro</b> - Improving public health protection by increasing the skills, knowledge, and tools of Water Professionals.	Find My Registrations

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# WaterWisePro: Maintenance & Construction Expo 2024 -Attendees

Tuesday, May 14, 2024 8:00 AM - 3:00 PM PDT <u>Alameda County Fairgrounds</u>

DETAILS	REGISTER		
REGISTRANT TYPE	PRICE	QUANTITY	
Attendee Registration Attending WWP-MCE23 will give you the opportunity to create relationships with industry professionals, manufacturers, distributors, and see what is new and can make your job easier. Also take advantage of up to 6-hours of training in the various water and wastewater collections tech sessions.	\$150.00	- 0 +	
Volunteer	\$0.00	- 0 +	

CONTINUE

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