



**CHINO BASIN
DESALTER
AUTHORITY**

**Meeting of the
Finance Committee
of the Board of Directors**

February 16, 2017 • 2:00 p.m.

2151 S. Haven Avenue, Suite 202
Ontario, CA 91761 • (909) 218-3230

**FINANCE COMMITTEE OF THE
BOARD OF DIRECTORS**

CHINO BASIN DESALTER AUTHORITY

**February 16, 2017
2:00 p.m.**

**Chino Basin Desalter Authority
2151 S. Haven Avenue, Suite 202
Ontario, CA 91761**

*All documents available for public review are on file with the Authority's secretary
located at 2151 S. Haven, Suite 202, Ontario, CA 91761.*

AGENDA

CALL TO ORDER

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which is available on the table in the Board Room. Comments will be limited to five minutes per speaker.

ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

ACTION ITEMS

- 1. MINUTES OF DECEMBER 15, 2016 FINANCE COMMITTEE MEETING**
- 2. CONTRACT NO. 4600002266 WITH OLIN CORPORATION FOR SUPPLY OF SODIUM HYDROXIDE**
Report by: Curtis D. Paxton, CDA General Manager/CEO

It is recommended that the Committee recommend the following action to the full Board at the 03/02/17 Board Meeting:

1. Approve Contract No. 4600002266 with Olin Corporation, for supply and delivery of sodium hydroxide.
2. Authorize the General Manager/CEO to execute the contract.

3. CHINO I DESALTER RELIABILITY PROJECT: CHANGE ORDER NO. 6 TO PASCAL & LUDWIG CONSTRUCTION CONTRACT

Report by: Cindy Miller, Phase 3 Expansion Program Manager (Michael Baker International Inc.)

It is recommended that the Committee recommend the following action to the full Board at the 03/02/17 Board Meeting:

1. Approve Change Order No. 6 to Pascal & Ludwig for construction of the Chino I Desalter Reliability Project in the not-to-exceed amount of \$331,950.
2. Authorize the General Manager/CEO to execute the change order and approve authorized expenditures up to a not-to-exceed total of \$3,792,380.

INFORMATION ITEMS

4. MONTHLY CREDIT CARD ACTIVITY REPORTS FOR NOVEMBER AND DECEMBER 2016

Report by: Michael Chung, CDA CFO/Treasurer

COMMITTEE MEMBER COMMENTS

STAFF COMMENTS

CDA CFO/Treasurer
CDA General Manager/CEO

ADJOURN

Declaration of Posting

I, Casey Costa, Executive Assistant to the Chino Basin Desalter Authority, hereby certify that a copy of this agenda has been posted by 2:00 p.m. at the Chino Basin Desalter Authority's main office, 2151 S. Haven Ave., Ontario, CA on Monday, February 13, 2017.

Casey Costa, Executive Assistant



Finance Committee Meeting

Agenda Item

No. 1

**MEETING OF THE FINANCE COMMITTEE
OF THE BOARD OF DIRECTORS OF THE
CHINO BASIN DESALTER AUTHORITY**

**MINUTES
December 15, 2016**

The Meeting of the Finance Committee of the Chino Basin Desalter Authority (CDA) was held at the CDA Administrative Offices, 2151 S. Haven Avenue, Suite 202, Ontario, CA, on the above date.

The meeting was called to order at 2:00 p.m.

COMMITTEE MEMBERS PRESENT

Tom Haughey, City of Chino
Peter Rogers, City of Chino Hills
Betty Anderson, Jurupa Community Services District

COMMITTEE MEMBERS ABSENT

None

OTHERS PRESENT

Curtis Paxton, CDA General Manager/CEO
Michael Chung, CDA CFO/Treasurer
Jose Garcia, CDA Principal Accountant
Todd Minten, CDA Operations Manager
Casey Costa, CDA Executive Assistant
Dave Crosley, City of Chino
Steve Popelar, Jurupa Community Services District

PUBLIC COMMENT

There were no comments from the public.

ADDITIONS TO THE AGENDA

There were no additions/changes to the agenda.

ACTION ITEMS

1. MINUTES OF NOVEMBER 17, 2016 FINANCE COMMITTEE MEETING

Motion: It was moved by Director Haughey/Chino, seconded by Director Anderson/JCSD, and carried unanimously to approve Action Item 1.

2. COST OF LIVING ADJUSTMENT

Report by: Curtis D. Paxton, CDA General Manager/CEO

It is recommended that the Committee recommend the following action to the full Board at the 01/05/17 Board Meeting:

1. Approve a Cost of Living Adjustment (COLA) of 3.0% for CDA employees (with the exception of the General Manager/CEO) effective Pay Period 1 of 2017.

General Manager Paxton reviewed the recommendation to approve a 3% COLA, noting that the previous increase occurred 18 months ago in July 2015. He noted a correction on the agenda report; the range of COLA increases for member agencies ranged from .089% – 6%, or .089% – 4% if a PERS offset is not considered in the increase. Corrected averages would be 2.95% and 2.66%, respectively and the median would be approximately 3% for either scenario. General Manager Paxton noted that the 12-month Consumer Price Index (CPI) change from October to October was 2.2% and since an increase had not taken place in 18 months, this corresponds with the recommendation of 3%. Discussion ensued and it was noted that comparisons among agencies are not exactly comparable because of the different compensation packages offered. CDA's burden rate is approximately 38%, while some agencies are significantly higher. During discussion at the TAC Meeting it was recommended to use a consistent methodology each year, such as the CPI change. The Finance Committee Members stated their concurrence with that recommendation.

Motion: It was moved by Director Anderson/JCSD, seconded by Director Haughey/Chino, and carried unanimously to approve Action Item 2.

3. PHASE 3 EXPANSION: LETTER OF UNDERSTANDING WITH SPECIALTY MINERALS, INC.

Report by: Curtis D. Paxton, CDA General Manager/CEO

It is recommended that the Committee recommend the following action to the full Board at the 01/05/17 Board Meeting:

1. Approve the Letter of Understanding with Specialty Minerals, Inc. for the disposal/sale of pellets generated from the Concentrate Reduction Facility.

General Manager Paxton reviewed staff's recommendation relating to the pellets produced at the Chino II Concentrate Reduction Facility. CDA has been working with Special Minerals, Inc. (SMI) towards an agreement. If the Board approves the Letter of Understanding the next step would be to draft a formal agreement. CDA and SMI initially discussed disposal options for the pellets, but now are focused on revenue generation. General Manager Paxton reviewed highlights of the Letter of Understanding: SMI agrees to accept 100% of pellets produced, invest in resources to process pellets and find a market to ship directly from Chino II to end user. If after 5 years, CDA revenue is greater than \$100,000 on an annual basis

the agreement will renew for 5 years. If, after the second 5-year period, CDA revenue is \$200,000 or greater on an annual basis, the agreement will renew for another 5 years. Meetings will be regularly scheduled with SMI every 6 months to review marketing and processing activities. This item was reviewed and approved by the TAC and Sponsor Group.

Motion: It was moved by Director Haughey/Chino, seconded by Director Anderson/JCSD, and carried unanimously to approve Action Item 3.

4. APPROVAL OF ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR 2015/16

Report by: Michael Chung, CDA CFO/Treasurer

It is recommended that the Committee recommend the following action to the full Board at the 01/05/17 Board Meeting:

1. Approve the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2016; and
2. Direct staff to make distribution, as appropriate, to the various federal, state and local agencies, financial institutions, bond rating agencies and other interested parties.

Principal Accountant Garcia reviewed the Annual Financial Report. It was questioned why excess reserves were not distributed. He replied that there was a decision made to retain excess reserves because the bond refunding was taking place at that time. There were no further comments or questions.

Motion: It was moved by Director Anderson/JCSD, seconded by Director Haughey/Chino, and carried unanimously to approve Action Item 2.

INFORMATION ITEMS

5. TREASURER'S FINANCIAL AFFAIRS REPORT FOR QUARTER ENDED SEPTEMBER 2016

Report by: Michael Chung, CDA CFO/Treasurer

6. TREASURER'S REPORT ON GENERAL DISBURSEMENTS FOR THE QUARTER ENDED SEPTEMBER 2016

Report by: Michael Chung, CDA CFO/Treasurer

7. BUDGET VARIANCE FOR THE QUARTER ENDED SEPTEMBER 2016

Report by: Michael Chung, CDA CFO/Treasurer

8. MONTHLY CREDIT CARD ACTIVITY REPORT FOR OCTOBER 2016

Report by: Michael Chung, CDA CFO/Treasurer

Principal Accountant Garcia reviewed information items 5-8. He distributed an updated Financial Affairs Report with attachments, which removed the Bond Debt Reserve Account of \$4.9 Million. It is no longer a requirement for CDA to set aside the debt service reserve. There were no further comments or questions.

COMMITTEE MEMBER COMMENTS

There were no comments.

STAFF COMMENTS

General Manager Paxton reported that CDA has become an Affiliate Member of the Association of California Water Agencies (ACWA) which allows CDA to be eligible for ACWA/JPIA medical and ancillary insurance benefits.

CLOSED SESSION

9. IN ACCORDANCE WITH GOVERNMENT CODE, SECTION 54957(B): PUBLIC EMPLOYEE PERFORMANCE EVALUATION.

(TITLE: GENERAL MANAGER/CEO)

The Finance Committee entered into Closed Session at 2:46 p.m. and reconvened at 3:10 p.m. There was no reportable Action.

ADJOURN

There being no further business the meeting was adjourned at 3:10 p.m.



Finance Committee Meeting

Agenda Item

No. 2



SUBJECT: CONTRACT NO. 4600002266 WITH OLIN CORPORATION FOR SUPPLY OF SODIUM HYDROXIDE

RECOMMENDATION:

Staff recommends that the Board:

- 1. Approve Contract No. 4600002266 with Olin Corporation, for supply and delivery of sodium hydroxide.
2. Authorize the General Manager/CEO to execute the contract.

BACKGROUND:

The new contract for procurement of bulk sodium hydroxide reflects an initial one-year period of performance running from February 2017 through February 2018, and may be subsequently extended via negotiated mutual agreement between the Supplier and CDA through a Contract amendment. This contract will be used by both the Chino I and Chino II facilities.

In preparation for issuing this contract for CDA, a competitive request for proposal was issued to a total of 76 prospective suppliers via the Inland Empire Utilities Agency's electronic bid system (PlanetBids), as well as direct e-mail solicitation. Subsequently, five responsive proposals were received. The pertinent comparative unit price information from those five competitive proposals is displayed below and forms the basis of staff's recommendation to award to the low-bidder, Olin Corporation.

Table with 3 columns: Bidding Firm, Price for 25% Solution / gal., Price for 50% Solution / gal. Rows include Olin Corporation, Univar, Brenntag Pacific, JCI Jones, and PVS Minibulk.

This item was reviewed and approved by the Technical Advisory Committee (02/14/2017) and Finance Committee (02/16/2017).

IMPACT ON BUDGET:

The combined FY2016/17 budget for sodium hydroxide for both desalters is \$1,012,284.

Prepared by: Michael C. Chung, CDA Treasurer

Board of Directors: [] Approved [] Continued [] Denied

CDA GM/CEO Acknowledgement: Date:

CHINO BASIN DESALTER AUTHORITY

**CONTRACT NUMBER: 4600002266
FOR
SUPPLY OF SODIUM HYDROXIDE**

This CONTRACT (Contract) is made and entered into this _____ day of _____, 2017, by and between the Chino Basin Desalter Authority, a joint powers authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as CDA) and Olin Corporation, dba Olin Chlor Alkali Products located in Tracy, California (hereinafter referred to as Supplier) for supply and delivery of bulk 25% and 50% sodium hydroxide.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

- A. **CDA ASSIGNMENT**: All general direction related to performance under this Contract shall come from the CDA's designated representative. Details of the CDA's assignment are as follows:

CDA Representative: Todd Minten
Location: 2151 S. Haven Ave., Suite 202
Ontario, CA 91761
Telephone: (909) 218-3731
Email: tminten@chinodesalter.org

- B. **SUPPLIER ASSIGNMENT**: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor's Representative: John Schabacker
Address: 26700 South Banta Road
Tracy, CA 95304
Telephone: (209) 221-8265
E-mail: jmschabacker@olin.com

- C. **ORDER OF PRECEDENCE**: The documents referenced below represent the Contract Documents. Where any conflicts exist between this contract's terms and conditions, addenda, attachment(s) or other contractual documents, the governing order of precedence shall be as follows:

1. Amendment(s) to Contract No. 4600002266
2. Contract No. 4600002266 Terms and Conditions.
3. Request for Quotation RFQ-RH-16-600
4. Supplier's Quotation dated November 30, 2016

- D. **SCOPE OF WORK**: Supplier product, services, and responsibilities shall include and be in accordance with the following:

PRODUCT REQUIREMENTS: Supplier shall supply and deliver, via "bulk" truck loads, sodium hydroxide in either 25% or 50% percent solutions (as specified at time of order). All sodium hydroxide supplied under this contract shall be in accordance with industry standards, and must meet the ANSI/NSF Standard 60, and shall comply with all applicable Federal, State, and local rules and regulations in effect at the time of delivery.

ESTIMATED QUANTITIES: It is anticipated that the combined annual usage of sodium hydroxide needed in conjunction with this contract will be approximately 875,000 gallons. However, the Chino Basin Desalter Authority (CDA) will not be obligated to purchase any specific quantities and reserves the right to purchase either more or less product at the firm-fixed price(s) quoted.

SHIPPING INSTRUCTIONS: Shipments shall be made, via "bulk truck load", within three calendar days from receipt of either a verbal or written shipping order from CDA personnel. Orders will be placed on an as-needed basis to suit the CDA's requirements throughout the contract period. Deliveries shall be routinely made Monday through Friday, between the hours of 7:30 a.m. and 3:30 p.m. However, no deliveries will be accepted between 12:00 and 12:30 p.m.

DELIVERY LOCATIONS: Sodium hydroxide (either 25% or 50%) shall be delivered in bulk to the following locations:

<u>DELIVERY LOCATION</u>	<u>ESTIMATED ANNUAL USAGE</u>
Chino I Desalter Facility 6905 Kimball Avenue Chino, CA 91708	75,000 gallons
Chino II Desalter Facility 11251 Harrel Street Mira Loma, CA 91752-1442	800,000 gallons

In addition, the CDA reserves the right to add new / additional delivery locations as may be required at any time during the term of this contract. Any added additional locations shall receive the same product, service, pricing, etc. as required under this original contract.

LOADING AND UNLOADING: Upon arrival, the Supplier's delivery person will report to the CDA Operations Building and inform available Operations staff of the pending delivery. Subsequent to such notification, an CDA operator will observe the unloading of each shipment. The Supplier's delivery person shall allow up to one-half hour between relaying notification and approval by CDA operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA Standards. Loading and unloading of all shipments will not commence without a CDA Operator present. The Supplier's delivery equipment **must** be fully compatible with CDA facilities and equipment. Deliveries shall be executed without any spillage of material. **Any** spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to CDA property caused by a spill shall be replaced/corrected by the Supplier as soon as possible.

TERMINATION: The CDA may reject delivery or terminate this Contract if the quality of the delivered sodium hydroxide does not meet these product specifications. In the event delivered product is rejected for failure to meet product specifications, it shall be the sole responsibility of the Supplier to immediately remove said product and provide acceptable replacement product at the sole expense of the Supplier. The CDA may terminate the Contract should two or more deliveries of sodium hydroxide be rejected in a one year period for reasons of unacceptable quality.

EMERGENCY TELEPHONE NUMBER: Chemtrec (800) 424-9300.

SAFETY DATA SHEETS: The Supplier shall provide two copies of the Safety Data Sheet (MSDS) applicable to the delivered product to the CDA's Contract Administrator upon execution of this contract, as well as whenever the delivered product and/or its SDS is revised or updated.

PRODUCT HANDLING TRAINING: The Supplier may be requested to provide training (no more than one hour in duration) covering the safe and proper handling procedure of their product. This training may be provided at the CDA's Desalter I and/or Desalter II facility once per calendar year if requested by CDA operations personnel. Said training sessions shall be provided by the Supplier at no additional cost to the CDA.

E. **TERM OF CONTRACT:** The term of this Contract shall run from the date of its bi-lateral execution through February 28, 2018, or as subsequently extended via negotiated mutual agreement between the Supplier and CDA and incorporated via formal, bi-laterally signed amendment to this Contract.

F. **PAYMENT, COMPENSATION AND INVOICING:** The CDA shall pay Supplier's properly executed invoice(s) within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any product which does not meet or exceed CDA requirements or have proven unacceptable until such product is replaced and accepted by the Project Manager.

As compensation for product provided under this Contract, the CDA shall pay the Supplier on a fixed unit price basis as per the Price Schedules shown below..

PRICE SCHEDULE FOR SUPPLY OF BULK 25% SODIUM HYDROXIDE:

PRODUCT PRICE	\$.825 / Gallon *
SALES TAX	Not Applicable - Exempt
DELIVERY CHARGE / GALLON	(Included in Unit Price)
TOTAL NET PRICE (delivered)	\$.825 / Gallon *
	(* min. 4,500 gals/delivery)

PRICE SCHEDULE FOR SUPPLY OF BULK 50 % SODIUM HYDROXIDE:

PRODUCT PRICE	\$ 1.55 / Gallon **
SALES TAX	Not Applicable - Exempt
DELIVERY CHARGE / GALLON	(Included in Unit Price)
TOTAL NET PRICE / GALLON (delivered)	\$ 1.55 / Gallon **
	(** min. 4,000 gals/delivery)

Subsequent to each delivery made against this contract, the Supplier shall submit its invoice to the following address:

Chino Basin Desalter Authority
2151 S. Haven Ave., Suite 202
Ontario, CA 91761

Alternatively, electronic invoices may be sent via e-mail to: finance@chinodesalter.org

G. **FITNESS FOR DUTY:**

1. **Fitness:** Supplier and its Subcontract personnel on CDA property:
 - a. shall report for work in a manner fit to do their job;
 - b. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the work is not affected thereby); and
 - c. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the CDA.
2. **Compliance:** Supplier shall advise all supplier and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on CDA property and shall immediately remove from CDA property any employee determined to be in violation of these requirements. Supplier shall impose these requirements on its Subcontractors. The CDA may cancel the Contract if Supplier violates these Fitness for Duty Requirements.

I. **REQUIRED INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. **Minimum Scope of Insurance:**

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and mutually agreed upon by Supplier and the CDA.

C. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage**
 - a. The CDA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Supplier including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the

Supplier. General liability coverage can be provided in the form of an endorsement to the Supplier's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to the CDA, its officers, officials, employees or volunteers.

- b. The Supplier's insurance coverage shall be primary insurance as respects the CDA, its officer, officials, employees, volunteers, property owners or engineers under contract to the CDA. Any insurance or self-insurance maintained by the CDA, its officers, officials, employees, volunteers, property owners or engineers under contract to the CDA shall be excess of the Supplier's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CDA, its officers, officials, employees, volunteers, property owners or engineers under contract to the CDA
- d. The Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Supplier may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the CDA, its officers, officials, employees, volunteers, property owners or engineers under contract to the CDA for losses arising from work performed by the Supplier for the CDA.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CDA.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Supplier shall furnish the CDA with certificates of insurance and with original endorsements effecting coverage required by the CDA for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the CDA before work commences. The CDA reserves the right to require complete, certified copies of all required insurance policies, at any time.

- F. Submittal of Certificates: Supplier shall submit all required certificates and endorsements to the following:

Roger Hughbanks via e-mail addressed to: rhughbanks@ieua.org

- G. Release of Liability: Contractor understands and hereby agrees that, during the course of this Contract, Contractor's Property maybe exposed to the risk of, but not limited to, the following: theft; vandalism; fire damage; wind damage; for which Contractor agrees to assume any and all such risk and consequences, as a result thereof.

J. **LEGAL RELATIONS AND RESPONSIBILITIES:**

1. Status Of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not employee(s) of the CDA.
2. Observing Laws And Ordinances: The Supplier or any Subcontractor shall keep itself fully informed of all existing state and federal laws and all county and city ordinances and regulations which in any manner affect the supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the CDA, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.
3. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the CDA Project Manager.
4. Indemnification: Supplier shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Supplier, its directors, employees, agents and assigns, in the performance of work under this contract.
5. Conflict of Interest: No official of the CDA who is authorized in such capacity and on behalf of the CDA to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
6. Equal Opportunity: During the performance of this contract the CDA, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
7. Disputes:
 - a. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier shall pursue the work to completion in accordance with the instruction of the CDA's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be

conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.

- b. Any and all disputes during the pendency of the work shall be subject to resolution by the CDA Project Manager and the Supplier shall comply, pursuant to the CDA Project Manager instructions. If the Supplier is not satisfied with any such resolution by the CDA Project Manager, they may file a written protest with the CDA Project Manager within seven (7) calendar days after receiving written notice of the CDA's decision. Failure by Supplier to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the CDA Project Manager's resolution. The CDA's Project Manager shall submit the Supplier's written protests to the Chief Executive Officer/General Manager (CEO/GM), together with a copy of the CDA Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the CDA Project Manager within ten (10) calendar days after receipt of said protest(s). If Supplier is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.

- c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Supplier to be appointed as Arbitrator. The CDA shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.

 - (2) In the event that none of the names submitted by Supplier are acceptable to the CDA, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the CDA shall submit to Supplier a list of five names of persons acceptable to the CDA for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

 - (3) If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

- d. Joinder in Mediation/Arbitration: The CDA may join the Supplier in mediation or arbitration commenced by a Supplier on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the CDA's representative to the Supplier.

- K. **INFRINGEMENT:** Supplier represents and warrants that Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violation of any Proprietary Rights of any person.

Supplier shall defend, indemnify and hold harmless, CDA, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorneys' fees and expenses arising out of any claim that use of the Work or Documentation, to replace or modify the Work and Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Supplier shall, at its expense and at CDA's option, refund any amount paid by CDA under the Contract, or exert its best efforts to procure for CDA the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by CDA so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit CDA's continued use of the Work and Documentation.

- L. **TAXES, FEES, AND CHARGES:** The Supplier, and any of its Subcontractors, shall pay all sales, consumer, use and other similar taxes, and pay all charges and fees required to be paid by the Supplier, or any of its Subcontractors, in accordance with state, county, and local laws and ordinances.

- M. **NOTICES:** Any notice may be served upon either party via e-mail, or by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid and addressed to the party at the address set forth below:

CDA: Todd Minten
 2151 S. Haven Ave., Suite 202
 Ontario, CA 91761
 tminten@chinodesalter.org

SUPPLIER: Charles Hogan
 26700 South Banta Road
 Tracy, CA 95304
 CDHogan@olin.com

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service, or in the case of e-mail, at the moment of successful receipt to the recipient's e-mail account.

- N. **INTEGRATION:** The Contract Documents represent the entire agreement between the CDA and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the CDA and the Supplier. (Government Code Section 4154)

- O. **GOVERNING LAW:** This Contract is to be governed by the laws of the State of California.

- P. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the CDA, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Contract Administrator and/or CDA; and any such purported or attempted assignment,

transfer, or disposal without the prior written consent of the Contract Administrator and/or CDA shall be null, void, and of no legal effect whatsoever.

- R. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- S. **TERMINATION**: The CDA reserves the right to suspend, cancel, or terminate this Contract at any time upon ten calendar days written notice to the Supplier. In the event of such termination, the CDA shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination. (Government Code Section 4154)
- T. **CHANGES**: The CDA may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via mutually-agreed-to written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
- U. **EXTENSION OF CONTRACT TERMS TO OTHER PUBLIC AGENCIES**: The prices, terms and conditions of this Contract may be extended to CDA-member agencies (e.g. Jurupa Community Services District, the City of Ontario and/or the City of Chino Hills) and other Governmental Agencies at the mutual agreement of both the CDA and the Supplier. All details concerning specifications, purchase order terms, invoices, payments, etc... from other Agencies will be handled directly by and between the "other Agency" and the Supplier. The CDA does not warrant any additional use of the Contract by such Agencies.
- V. **NOTICE TO PROCEED**: No product shall be furnished under this Contract unless and until a bi-laterally executed Contract has been completed and a formal written Notice to Proceed has been issued to the Supplier by the CDA.

As WITNESS HEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

CHINO BASIN DESALTER AUTHORITY:

**OLIN CORPORATION,
dba Olin Chlor Alkali Products:**

Curtis Paxton
General Manager /
Chief Executive Officer

Date

Michael Dye
Vice President - Sales

Date



Finance Committee Meeting

Agenda Item

No. 3



SUBJECT: CHINO I DESALTER RELIABILITY PROJECT: CHANGE ORDER NO. 6 TO PASCAL & LUDWIG CONSTRUCTION CONTRACT

RECOMMENDATION:

Staff recommends that the Board:

1. Approve Change Order No. 6 to Pascal & Ludwig for construction of the Chino I Desalter Reliability Project in the not-to-exceed amount of \$331,950.
2. Authorize the General Manager/CEO to execute the change order and approve authorized expenditures up to a not-to-exceed total of \$3,792,380.

BACKGROUND:

Pascal & Ludwig (P&L) is currently under contract to the CDA for construction of an additional reverse osmosis train and building extension at the Chino I Desalter, with an anticipated completion date of March 2017. Included as part of CDA’s FY 2016/17 Adopted Capital Budget, CDA Operations identified the need to demolish and replace existing deteriorated salt tank foundations at the Chino I Desalter ion exchange facility. Albert A. Webb Associates prepared final plans and specifications for this work, and CDA received pricing from two contractors who are currently performing work for CDA.

Construction Manager, Butier Engineering, evaluated the pricing received from the two contractors, Pascal & Ludwig and Cora Constructors. Pricing between the two contracts was essentially identical, with P&L pricing at \$331,950 and Cora pricing at \$331,951. Both contractors are considered to be high quality contractors, each capable of performing this type of work. P&L is currently performing work onsite at the Chino I Desalter. Cora is currently completing offsite work associated with the Phase 3 Expansion Project. All things considered, it is recommended that P&L be awarded this work due to the current work they are performing at the Chino I Desalter.

This recommendation was reviewed and approved by the Technical Advisory Committee on February 14, 2017 and the Finance Committee on February 16, 2017.

IMPACT ON BUDGET:

Funding for the Chino I Desalter salt tank foundation demolition and replacement in the amount of \$106,446 is included in CDA’s FY 2016/17 CIP budget. The remaining amount of \$258,699 needed for the change order will be funded by reserves currently on deposit.

Prepared by: Curtis D. Paxton, CDA General Manager/CEO

Board of Directors: Approved Continued Denied

CDA GM/CEO Acknowledgement: _____ **Date:** _____

The General Manager/CEO's authorized not-to-exceed total expenditure for this project is currently \$3,427,234. Current contract value, including all previously approved change orders totals \$3,355,868. Not considering Change Order No. 6, total authorized change orders to date total \$422,868. Due to previous authorized change orders and in consideration of this requested additional work, the authorized expenditure allowance is requested to be increased by \$365,145 (\$331,950 plus 10% contingency).

ATTACHMENT:

- 1.) Pricing Review Memorandum for Chino I Desalter Plant – Brine Tank Pad Replacement Project, dated 2/7/2017.

Prepared by: Curtis D. Paxton, CDA General Manager/CEO

Page 2 of 2

Board of Directors: Approved Continued Denied

CDA GM/CEO Acknowledgement: _____ **Date:** _____

PRICING REVIEW MEMORANDUM FOR CHINO I DESALTER PLANT – BRINE TANK PAD REPLACEMENT PROJECT

TO: CURTIS PAXTON GENERAL MANAGER/CEO, CHINO BASIN DESALTER AUTHORITY
CINDY MILLER, CDA PHASE III EXPANSION PROGRAM MANAGER
FROM: JOE BLUM & VLAD BURCE, BUTIER ENGINEERING
SUBJECT: PRICING REVIEW FOR THE CHINO I DESALTER – BRINE TANK PAD REPLACEMENT
DATE: 2/7/2017

We have reviewed the pricing packages for the Chino I Desalter Brine Tank Pad Replacement (Brine Tank) project. A summary of the results and findings, are as follows:

- The pricing for this project was provided by Pascal & Ludwig Constructors (P&L) and Cora Constructors (Cora), based on plans and specifications, dated May 2016, and prepared by WEBB Engineering. The Contractors that provided pricing for this project are generally considered to be high quality Contractors for this industry and type of work. As a result, P&L provided pricing of \$331,950 and Cora provided pricing of \$331,951, refer to attached Pricing Summary.
- P&L provided the lowest pricing, is already mobilized at the Chino I Desalter Plant under a separate project (CDAEXP3-5-12), and because of site familiarity and proximity, P&L should be awarded the Brine Tank project. Repricing the project could mean exposing the project to the risk of escalating prices.
- All things considered, BUTIER Engineering, Inc. recommends that Pascal & Ludwig Constructors is qualified to do the work, has submitted a complete, and responsible package.

Please contact us at the numbers listed below for any questions or concerns regarding this memo.

Vlad Burce
Vlad Burce (Feb 7, 2017)

Vlad Burce, P.E.
Resident Engineer
(949) 375-1611
vburce@butier.com

Joseph C. Blum
Joseph C. Blum (Feb 7, 2017)

Joseph C. Blum
Construction Manager
(714) 448-0216
jblum@butier.com

Brine Tank Replacement Pad - PRICING SUMMARY

Item No.	Description	Qty	Unit	Contractor No. 1		Contractor No. 2	
				Pascal & Ludwig		Cora Constructors	
				Unit Price	Amount	Unit Price	Amount
Bid Schedule: Brine Tank Replacement Pad							
1	Relocate Existing Brine Tank 2: Disconnections, remove and clean rocks; move to existing PAD 3 (to be renamed to PAD 2) and permanently strap down per structural plans; provide for barrier material between pad and tank as per manufacturer requirements; reload rocks; reconnections; fill with salt and water; testing, start up; and place into service.	1	LS		\$43,490.00		\$53,000.00
2	Relocate Existing Brine Tank 1: Disconnections, remove and clean rocks; move to existing PAD 1 (formerly location of PAD 2) and permanently strap down per structural plans; provide for barrier material between pad and tank as per manufacturer requirements; reload rocks; reconnections; fill with salt and water; testing, start up; and place into service.	1	LS		\$39,500.00		\$53,000.00
3	Demo Existing Concrete PAD 2: Saw-cut concrete and paved surfaces; demolition of existing PAD 2, surrounding concrete, and any other items requiring demolition; remove and disposal of all materials, prepare area for construction new pad.	1	LS		\$29,000.00		\$22,000.00
4	Demo Existing Concrete PAD 1: Protect in place surrounding concrete surfaces, demolition of existing PAD 1; remove and disposal of demolished materials, concrete surface restoration, dowels, construction joints, expansion joints, precast inlet with grate, sloped concrete for positive flow into inlet.	1	LS		\$30,000.00		\$35,000.00
5	Construct New PAD 1 in Location of Formerly PAD 2: Scarify bottom and re-compact, compacted gravel base, construct pad and all other structural items per structural plans.	1	LS		\$53,000.00		\$34,000.00
6	Restore all curbs and gutters: Tall curbs concrete and asphalt surfaces; restore all drains; all surface restoration shall be graded such that to all positive drainage.	1	LS		\$30,400.00		\$15,000.00
7	Tank 1 and Tank 2 Mechanical and Process: Extensions and connections of brine outlet piping, soft water inlet piping, including taps, stainless steel fittings and welds, couplings, flanges, adapters, fittings, valves, size and pipe class to match existing, prep and paint for protection from sunlight, provide for all supports, bracing, brackets, connection to pipe supports, etc.	1	LS		\$21,800.00		\$21,000.00
8	Tank 1 and Tank 2 Electrical and Control: Extensions and connections of power and control wires and associates conduits, including wires, conduits, fittings, junction boxes, flexible conduits, rigid PVC coated conduits, terminations and connections at the panels and at the device, wire gauge and color to match existing, conduit sizes and schedule to match existing, provide for all supports, bracing, rackets, connections to conduit supports, etc., all work per current electrical codes.	1	LS		\$43,120.00		\$62,000.00
9	Pipe Support and Anchoring per Detail on Plans	15	EA	\$586.00	\$8,790.00	\$350.00	\$5,250.00
10	Concrete Protective Coating of Tank Foundation PAD 1 and PAD 2	2	EA	\$5,550.00	\$11,100.00	\$6,000.00	\$12,000.00
11	Concrete Protective Coating of Concrete Surface (approximately 70' x 30')	1	LS		\$15,000.00		\$16,000.00
12	Trenching and Exavation Sheeting: Shoring and bracing for protection of life and limb per OSHA Standard	1	LS		\$100.00		\$1.00
13	Pre-Construction Survey of Existing Topography and Construction Staking	1	LS		\$4,000.00		\$700.00
14	Site Clean-Up: All other items no found in Bid Items 1 through 13 (not to exceed 2% of Total Bid)	1	LS		\$2,650.00		\$3,000.00
Total					\$331,950		\$331,951



Finance Committee Meeting

Agenda Item

No. 4



SUBJECT: MONTHLY CREDIT CARD ACTIVITY REPORTS FOR NOVEMBER AND DECEMBER 2016

RECOMMENDATION:

It is recommended that the Committee review the attached credit card activity reports for November and December 2016.

BACKGROUND:

This report covers the months of November and December 2016, for which there were \$547.26 and \$102.29 in purchases, respectively.

IMPACT ON BUDGET:

The credit card expenditures were made against the adopted budget for FY16/17.

Prepared by: Michael Chung, CDA Treasurer

Page 1 of 1

Board of Directors: Approved Continued Denied

CDA GM/CEO Acknowledgement: _____ **Date:** _____



MONTHLY LOG OF CREDIT CARD TRANSACTION:

Card No. xxxx xxxx xxxx 4738

Month: November 9, 2016 - December 9, 2016

* Please attach all **ORIGINAL** receipts for each transaction and proof of purchase if the charge is a Web purchase.

Cardholder's Name: Chino Basin Desalter/Curtis D. Paxton

Date	User Name	* Brief Description of Transaction	Amount	Account # GL/JL
11/14/2016	Casey Costa	Adobe Acrobat upgrade for Principal Accountant workstation	\$ 139.00	10-1-001-6715
11/2/2016	Curtis Paxton	ACWA Fall Conference, Anaheim, CA	\$ 408.26	10-1-001-6725
TOTAL RECEIPTS			\$ 547.26	
Billed Amount on Credit Card Stmt			\$ 547.26	
Difference			\$ -	

Curtis D. Paxton

Authorized Signature: _____

Date: 12/19/16

APPROVED FOR PAYMENT

RECEIVED

DEC 19 2016

Chino Basin Desalter Authority

Company Statement

Bank of America

Name: W.D. P.
Date: 12/20/2016
Contract #: _____
Acct/Prjct #: _____
Chino I Chino II

CHINO BASIN DESALTER

November 10, 2016 - December 09, 2016

WorldPoints

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267, 24 Hours

Outside the U.S.:
1.509.353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information	Account Summary
New Balance Total \$547.26	Previous Balance \$488.84
Minimum Payment Due \$547.26	Payments and Other Credits -\$488.84
Payment Due Date 01/05/17	Balance Transfer Activity \$0.00
Late Payment Warning: If we do not receive your minimum payment by the date listed above. You may have to pay a fee based on the outstanding balance on the fee assessment date: \$19.00 for balance less than \$100.01 \$29.00 for balance less than \$1,000.01 \$39.00 for balance less than \$5,000.01 \$49.00 for balance equal to or greater than \$5,000.01	Cash Advance Activity \$0.00
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.	Purchases and Other Charges \$547.26
	Fees Charged \$0.00
	Finance Charge \$0.00
	New Balance Total \$547.26
	Credit Limit \$10,000
	Credit Available \$9,452.74
	Statement Closing Date 12/09/16
	Days in Billing Cycle 30

Cardholder Activity Summary

Account Number	Credit Limit	Total Activity	Payments and Other Credits	Balance Transfer Activity	Cash Advance Activity	Purchases and Other Charges	Fees Charged
0048884 0054726 0054726	10,000	547.26	0.00	0.00	0.00	547.26	0.00

Account Number:
November 10, 2016 - December 09, 2016

New Balance Total \$547.26
Minimum Payment Due \$547.26
Payment Due Date 01/05/17

Enter payment amount

\$

Check here for a change of mailing address or phone numbers.
Please provide all corrections on the reverse side.

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com



BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796



CHINO BASIN DESALTER
2151 S HAVEN AVE UNIT 202
ONTARIO, CA 91761-074252

***0012115

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
CHINO BASIN DESALTER				
Account Number: 4738				
Payments and Other Credits				
12/06	12/04	PAYMENT - THANK YOU	3411530000000568479757	- 488.84
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				- \$488.84

PAXTON, CURTIS D				
Account Number: 8285				
Purchases and Other Charges				
11/14	11/10	ADOBE *ACROBAT STD 800-833-6687 CA	55541866316004030920792	139.00
12/05	12/02	HILTON HOTELS ANAHEIM CA Arr: 12/02/16 Dep: 12/02/16 inv: 2531301	55436876337263376255559	408.26
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$547.26

Finance Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	21.49% V	\$0.00	\$0.00
CASH	24.49% V	\$0.00	\$0.00

V = Variable Rate (rate may vary). Promotional Balance = APR for limited time on specified transactions

Important Messages

Your credit card now has an added security feature. To learn more about EMV chip card technology, visit bankofamerica.com/businesschipcard.

Redeem your WorldPoints rewards for holiday gift cards!

Take advantage of special gift card offers available this holiday season and redeem your points today (redemptions start at 2,500 points). To view your redemption options, please visit your online banking account, click on the Rewards tab then select "Redeem WorldPoints."

WorldPoints Rewards for Business™ Summary

Beginning Balance	48,989.00	Monthly Bonus	.00
Earned	547.26	Transferred In	.00
Redeemed	.00	Transferred Out	.00
Adjustments	.00	Ending Balance	45,660.26

Redeem your points for cash, gift cards and travel by calling 1.800.673.1044, or visit bankofamerica.com/business



MONTHLY LOG OF CREDIT CARD TRANSACTION:

Card No. xxxx xxxx xxxx 4738

Month: December 10, 2016 - January 9, 2017

* Please attach all **ORIGINAL** receipts for each transaction and proof of purchase if the charge is a Web purchase.

Cardholder's Name: Chino Basin Desalter/Curtis D. Paxton

Date	User Name	* Brief Description of Transaction	Amount	Account # GL/JL
12/6/2016	Casey Costa	Purchase requested by Chino I Plant - FRAM CA76 Air Filter	\$ 102.29	10-3-100-5140
TOTAL RECEIPTS			\$ 102.29	
Billed Amount on Credit Card Stmt			\$ 102.29	
Difference			\$ -	

Curtis D. Paxton

Authorized Signature: _____

Date: 1/18/2017

RECEIVED

JAN 17 2017

Chino Basin
Desalter Authority

Bank of America

MEMORANDUM
Name: W.D.R.
Date: 01/18/2017
Contract #:
Acct/ Prjct #:
Chino I Chino II

CHINO BASIN DESALTER

December 10, 2016 - January 09, 2017

Company Statement

WorldPoints

Account Information:
www.bankofamerica.com

Mail Billing Inquiries to:
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

Mail Payments to:
BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796

Customer Service:
1.800.673.1044, 24 Hours

TTY Hearing Impaired:
1.888.500.6267 24 Hours

Outside the U.S.:
1 509 353.6656, 24 Hours

For Lost or Stolen Card:
1.800.673.1044, 24 Hours

Business Offers:
www.bankofamerica.com/mybusinesscenter

Payment Information	Account Summary
New Balance Total \$102.29	Previous Balance \$547.26
Minimum Payment Due \$102.29	Payments and Other Credits -\$547.26
Payment Due Date 02/05/17	Balance Transfer Activity \$0.00
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a fee based on the outstanding balance on the fee assessment date. \$19.00 for balance less than \$100.01 \$29.00 for balance less than \$1,000.01 \$39.00 for balance less than \$5,000.01 \$49.00 for balance equal to or greater than \$5,000.01	Cash Advance Activity \$0.00
	Purchases and Other Charges \$102.29
	Fees Charged \$0.00
	Finance Charge \$0.00
	New Balance Total \$102.29
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.	Credit Limit \$10,000
	Credit Available \$9,897.71
	Statement Closing Date 01/09/17
	Days in Billing Cycle 31

Cardholder Activity Summary

Account Number	Credit Limit	Total Activity	Payments and Other Credits	Balance Transfer Activity	Cash Advance Activity	Purchases and Other Charges	Fees Charged
DAYTON CHRISTI D	10,000	102.29	0.00	0.00	0.00	102.29	0.00

0054726 0010229 0010229



BUSINESS CARD
PO BOX 15796
WILMINGTON, DE 19886-5796



CHINO BASIN DESALTER
2151 S HAVEN AVE UNIT 202
ONTARIO, CA 91761-074252

**N0030100

Account Number
December 10, 2016 - January 09, 2017

New Balance Total \$102.29
Minimum Payment Due \$102.29
Payment Due Date 02/05/17

Enter payment amount

\$

Check here for a change of mailing address or phone numbers.
Please provide all corrections on the reverse side.

Mail this coupon along with your check payable to:
BUSINESS CARD,
or make your payment online at
www.bankofamerica.com

Transactions

Posting Date	Transaction Date	Description	Reference Number	Amount
CHINO BASIN DESALTER				
Account Number: 4738				
Payments and Other Credits				
12/29	12/28	PAYMENT - THANK YOU	3641530000000546887089	- 547.26
TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				-\$547.26
PAXTON, CURTIS D				
Account Number: 8285				
Purchases and Other Charges				
12/12	12/09	AMAZON.COM AMZN.COM/BI AMZN.COM/BILLWA	55310206344083083130776	102.29
TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD				\$102.29

Finance Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	21.74% V	\$0.00	\$0.00
CASH	24.74% V	\$0.00	\$0.00

V = Variable Rate (rate may vary). Promotional Balance = APR for limited time on specified transactions.

Important Messages

Your credit card now has an added security feature. To learn more about EMV chip card technology, visit bankofamerica.com/businesschipcard.

WorldPoints Rewards for Business™ Summary

Beginning Balance	45,660.26	Monthly Bonus	.00
Earned	102.29	Transferred In	.00
Redeemed	.00	Transferred Out	.00
Adjustments	.00	Ending Balance	43,941.55

Redeem your points for cash, gift cards and travel by calling 1 800.673.1044, or visit bankofamerica.com/business