

**WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804
WWW.WVWD.ORG**

**SPECIAL ENGINEERING, OPERATIONS AND PLANNING COMMITTEE MEETING
AGENDA**

Wednesday, June 25, 2025, 6:00 PM

NOTICE IS HEREBY GIVEN that West Valley Water District has called a meeting of the Engineering, Operations and Planning Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

BOARD OF DIRECTORS

**President Gregory Young
Director Estevan Bennett**

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee
2. April 24, 2025 and May 22, 2025 Meeting Minutes
3. Agreement with Calgon Carbon Corporation for Granular Activated Carbon Media Replacement at the Oliver P. Roemer Water Filtration Facility
4. Change Order No. 9 with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project
5. Consider an Amendment to Task Order No. 1 of the Professional Services Agreement with GHD Inc. for Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Project
6. Award of Contract for Lord Ranch Facilities Project
7. Change Order No. 1 with Merlin Johnson Construction Inc. for the Zone 7 - 18-Inch Transmission Main Crossing Ontario I-15 Freeway Project
8. Award of Contract for the Bloomington Alleyway Main Replacement Project – Phase 3C
9. Consider a Water System Infrastructure Installation and Conveyance Agreement with HDO 4, LLC for John Previti Ave (Ventana South) Improvements.

ADJOURN

Please Note:

Material related to an item on this Agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on June 18, 2025.

Elvia Dominguez

Elvia Dominguez, Board Secretary

Date Posted: June 18, 2025

MINUTES
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
MEETING

of the
WEST VALLEY WATER DISTRICT

April 24, 2025

I. CALL TO ORDER

Chair Young called the Engineering, Operations and Planning Committee meeting of the West Valley Water District to order at 6:00 p.m.

Attendee Name	Present	Absent	Late	Arrived
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estevan Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. PUBLIC PARTICIPATION

Chair Young inquired if anyone from the public would like to speak. No requests were received, therefore Chair Young closed the public comment period.

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee.

Director of Operations Chan reported on staff's efforts to develop the Consumer Confidence Report, SCADA Master Plan, and Public Health Report; provided an update on the Fontana Fire Hydrant Retrofit Project; provided an update related to the Well 2 Rehabilitation project; and provided a PFAS related operational considerations that the District is undertaking.

Director of Engineering Welborn provided an update on Capital Improvement Program progress for the I-15 crossing at Lytle Creek Road and Citrus Avenue, the Bloomington 3C project, and the Lord Ranch Project; provided an update on the Roemer project completion and ribbon cutting dates; and an update of conceptual considerations being evaluated for the Facilities Master Plan.

Assistant General Manager Jadeski provided an update on recent staff presentations at Eisenhower High School and a Front Country Tour by Cucamonga Valley Water District that staff attended.

WVWD

Minutes: 4/24/25

2. March 27, 2025 Meeting Minutes

The Committee approved the minutes.

3. Adopt Ordinance Titled an Ordinance of the Board of Directors of the West Valley Water District Instituting a Cross-connection Control Program to Protect the Public Water

Director of Operations Chan presented the staff report.

The committee approved moving the item forward to the next Board of Director's meeting.

RESULT: REFERRED TO BOARD

Next: 5/1/2025 6:00 PM

4. Change Order No. 8 with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

Director of Engineering Welborn presented the staff report.

The committee approved moving the item forward to the next Board of Director's meeting.

RESULT: REFERRED TO BOARD

Next: 5/1/2025 6:00 PM

IV. ADJOURN

Chair Young adjourned the meeting at 6:43 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

MINUTES
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
MEETING

of the
WEST VALLEY WATER DISTRICT

May 22, 2025

I. CALL TO ORDER

Chair Young called the Engineering, Operations and Planning Committee meeting of the West Valley Water District to order at 6:00 p.m.

Attendee Name	Present	Absent	Late	Arrived
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estevan Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. PUBLIC PARTICIPATION

Chair Young inquired if anyone from the public would like to speak. No requests were received, therefore Chair Young closed the public comment period.

III. DISCUSSION ITEMS

1. Updates to the Engineering, Operations and Planning Committee.

Director of Operations Chan reported on the status of the Fontana Hydrant Retrofit project for which Supervisor Armendarez, Director Moore and General Manager Thiel visited the project site. Ms. Chan also reported that Well 35b is not an active well site and all pump and motor components had been removed, so staff demolished the chlorine building at Well 35b to deter homeless activities.

Director of Engineering Welborn reported that the Water Conservation Specialist's start date is May 27th; staff has received the Bids for the Lord Ranch Project and expects to bring the item to the June committee meeting; Bids will close for Bloomington 3C on June 5th and staff also plans to bring that to the June meeting; and the pipeline project crossing the 15- freeway at Lytle Creek and Citrus performed their exploratory borings and found 30-inch diameter rocks which will likely

WVWD

Minutes: 5/22/25

result in the need for a larger casing at an additional cost, and a change order is currently being prepared and will be presented to the Committee in June.

2. Adopt 2025 Local Guidelines for Implementing the California Environmental Quality Act ("CEQA")

Director of Engineering Welborn presented the staff report.

The committee approved moving the item forward to the next Board of Director's meeting.

RESULT: REFERRED TO BOARD

Next: 6/5/2025 6:00 PM

3. Consider a Grant of Easement from West Valley Water District to Property Owners at 3370 Lytle Creek Road

Director of Engineering Welborn presented the staff report.

The committee approved moving the item forward to the next Board of Director's meeting.

RESULT: REFERRED TO BOARD

Next: 6/5/2025 6:00 PM

4. 2025 Public Health Goal Report

Director of Operations Chan presented the staff report and indicated this item would require a public hearing at a Board Meeting.

The committee approved moving the item forward to the next Board of Director's meeting.

RESULT: REFERRED TO BOARD

Next: 6/5/2025 6:00 PM

5. Annual Water Quality Report

Director of Operations Chan presented the staff report.

The committee approved moving the item forward to the next Board of Director's meeting.

RESULT: REFERRED TO BOARD

Next: 6/5/2025 6:00 PM

IV. ADJOURN

Chair Young adjourned the meeting at 6:19 p.m.

ATTEST

Elvia Dominguez, Board Secretary

WVWD

Minutes: 5/22/25



STAFF REPORT

DATE: June 25, 2025

TO: Engineering, Operations and Planning Committee

FROM: Joanne Chan, Director of Operations

SUBJECT: Agreement with Calgon Carbon Corporation for Granular Activated Carbon Media Replacement at the Oliver P. Roemer Water Filtration Facility

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply
C. Provide Effective Source Water Treatment

MEETING HISTORY:

N/A

BACKGROUND:

The West Valley Water District (District) currently operates ten (10) pressurized vessels that contain granular activated carbon (GAC) at the Oliver P. Roemer Water Filtration Facility for total organic carbon (TOC) removal. TOC reacts with chlorine, a commonly used drinking water disinfectant, and forms disinfection byproducts in the distribution system. The goal of the GAC is to reduce the TOC levels to limit the levels of known and unknown disinfection byproducts which may have adverse health effects.

District staff has identified a need to replace the GAC in the ten (10) vessels. Common GAC products are made from coconut shell, coal, and wood products. The selection of carbon sources is driven by contaminant reduction performance. Coconut shell carbons tend to have a higher percentage of micro-pores making it a good choice for groundwater treatment with trace levels of organic compounds and disinfection byproducts. Wood carbons have more macro-pores making them better for de-colorization and removal of larger organics. Coal bases give an intermediate pore structure making them a good choice for purification of surface water treatment for TOC removal, taste and odor contaminant removal and per- and polyfluoroalkyl substance (PFAS) treatment.

DISCUSSION:

On June 2, 2025, a Request for Bids (RFB) was issued and publicly advertised on PlanetBids. Three (3) firms – Calgon Carbon Corporation, Kabonous, Inc., and Carbon Activated Corp. – submitted bids to provide the specified services. The project includes the purchase, removal and disposal of existing GAC and placement of new coal-based GAC. Attached as **Exhibit A** is the project summary. The three bids were as follows:

Calgon Carbon Corporation	Karbonous, Inc.	Carbon Activated Corp.
\$671,060.00	\$780,950.00	\$929,820.00

FISCAL IMPACT:

This item is included in the Fiscal Year 2024/25 Capital Budget titled “GAC Vessel Media Replacement” with a budget of \$1,300,000.00.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve an agreement with Calgon Carbon Corporation for GAC media replacement in the amount of \$671,060.00.

Attachments

[Exhibit A - Project Summary.pdf](#)

EXHIBIT A



Granular Activated Carbon (GAC) Media Replacement

PROJECT DESCRIPTION

The Oliver P. Roemer Water Filtration Facility (WFF) located at 3010 N. Cedar Ave. in the City of Rialto needs to replace Granular Activated Carbon in ten (10) GAC vessels that holds 40,000 pounds each. The treatment system is from Calgon model 12-40. The GAC supplier(s) will remove the spent GAC media and haul it away and replace it with new bituminous GAC media 12 by 40 mesh coal base carbon.

SCHEDULE OF EVENTS

6/2/2025	Issuance of Request for Bids
6/11/2025	Deadline for Written Questions
6/16/2025	Bids Due by 4:00 PM
July 2025	District Approval of Contract (est. date)
July 2025	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

GAC Vessel Specifications

Description	Units	Design Capacity
Vessel Manufacturer		Calgon Corp.
Maximum Flow Rate	GPM	(1000 per train)
System Configuration	--	5 sets of two in series
Number of Vessels	--	
<u>Carbon per Vessel</u>	Pounds	40,000
Type of Carbon	--	SWRCB Approved
Inlet Pressure	PSI	125 max (Varies)
Vessel Diameter	Ft	12
Material of Construction	--	Carbon Steel
Pressure Rating	PSI	125 @ 140 °F

All treatment carbon replacement work must be performed by experienced technicians working under the observation of WVWD. The GAC Supplier shall provide all labor, equipment, and materials required to perform the following:

- Remove spent carbon using slurry techniques to place media directly into trucks. Haul removed carbon to licensed facility for thermal destruction or reactivation. Provide manifests and certificates documenting thermal destruction or reactivation of spent carbon.
- Inspect and photograph empty vessel(s); identify any equipment damage or service requirements. Replace seals as necessary. Provide photographs to WVWD. [Note: costs for seal replacement or other internal vessel rehabilitation need not be included at this time].
- Hose down the inside of the empty vessel using water from the nearby municipal hydrant. Flush all wash waters from the GAC vessels to the adjacent decant ponds.
- Deliver and load pre-washed new GAC (12 x 40 mesh coal base carbon) in the treatment vessels as a slurry.
- Backwash loaded GAC to stratify the bed and remove fines until visually clear water is produced to WVWD's satisfaction. Fines shall be retained on Supplier's slurry trailer. Water that's been treated by Supplier's trailer for best management practices for solid and color removal may be discharged to adjacent decant ponds.
- Pressurize the GAC vessels and verify proper operation.
- Chemically test the "loaded" vessel and verify the absence of bacteria.
- If bacteria are detected in the loaded vessel, conduct carbon sanitization using pH adjustment techniques. Sanitization additives shall be identified before work begins, may not be employed without WVWD's approval. Chemicals used to remove bacteria shall be neutralized and shall be removed from the vessels and discharged to the adjacent waste pit. Vessel shall then be retested to verify the absence of bacteria.
- All GAC vessels could be shut down at any given time. Loading these vessels would take approximately 2-3 days.
- The material does not need to be domestically manufactured as most of the GAC media come from overseas. The GAC shall be NSF certified and meet SWRCB's requirements. WVWD has never used agglomerated coal before.
- The pre-wash step means the firm shall wet and wash the carbon on site to remove fines. The spent backwash water can go into the decant ponds.
- Once the vessels are loaded with the new GAC, the firm shall hook up filtering system to remove fines from the carbon. This step helps to keep the backwash basin clean.
- WVWD is responsible for sampling the vessels.

Responsibility of Carbon Supplier:

1. Supply of 40,000 lbs. of virgin activated carbon per vessel (i.e., 200,000 lbs. total), per specifications as defined below.
2. Delivery of virgin carbon to customer site in bulk slurry trailers dedicated to food grade/potable water service. Trailers must be sanitized by food grade wash-out prior to carbon loading for potable water contact. Food-grade washout certificates to be provided to WVWD upon request.
3. On-site supervision and removal of spent carbon from vessel absorbers via slurry transfer, and fill of absorbers with virgin carbon via slurry transfer. Backwash loaded GAC to stratify the bed and remove fines until visually clear water is produced to WVWD's satisfaction. Fines shall be retained on Supplier's slurry trailer. Water that's been treated by the supplier's trailer for solid and color removal may be discharged into adjacent decant ponds.
4. Compressed air supply.
5. Coordinate use of adjacent potable water hydrant with WVWD.
6. Transportation of spent carbon from the customer's site to destruction or reactivation facility with proper non-hazardous manifest. No bill of lading allowed.
7. Destruction or reactivation of the spent carbon at a properly permitted facility.
8. Supply of certificate of thermal destruction or reactivation within 30 days of WVWD's request.
9. Provide certified laboratory results to verify the absence of bacteria in loaded GAC.
10. Sanitize carbon as may be required to remove bacteria from GAC.



STAFF REPORT

DATE: June 25, 2025

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Change Order No. 9 with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

- A. Increase System Capacity for Anticipated Growth
- B. Assess, Repair, Replace, Upgrade Aging Infrastructure
- C. Provide Effective Source Water Treatment

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices

- B. Explore Innovative Solutions and Implement When Feasible and Cost-Effective

MEETING HISTORY:

N/A

BACKGROUND:

In February 2023 the Board of Directors approved a \$3,000,000 construction contingency for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion project which was set aside for unexpected costs during construction. Construction contingency is a form of risk management used to avoid cutting costs, to keep the project's schedule on track and to ensure material and workmanship quality. It is also used to cover other costs such as:

- Unknown underground conflicts
- Unforeseen conditions and services
- Owner-requested changes and/or design upgrades and modifications

Unexpected costs are inevitable on a project of this magnitude and within the current unpredictable construction/procurement environment. Identifying the need for the unexpected cost through a change order and managing them as they arise are key to the project's success.

To date, the District has approved 8 change orders to address project needs.

DISCUSSION:

The current contractual completion month for the project is June 2025 but supply chain challenges associated with the final two motor control centers has impacted the construction schedule, extending the expected project completion date to December 2025. This delay could result in the assessment of Liquidated Damages at the completion of the project against the Design-Builder. Staff notified the Design-Build team of the delay and offered to participate in negotiations to develop a Recovery Plan to ensure the project is completed successfully.

A Recovery Plan is a risk management tool for Owners to address contractual disputes with Design-Build partners. Recovery Plans are a process identified by Design Build Institute of America as a best practice to identify project challenges, develop solutions, and implement them to ensure projects are completed successfully.

Through negotiations, staff and the Design Build partner have proposed a solution that would extend the contract duration by 209 days to reflect a December 2025 project completion date in exchange for work already performed or soon to be performed that were change conditions in addition to allowances for future change conditions.

Attached as Exhibit A is Change Order 9 for the above reference project. This change order includes extra items of work arising from existing paving conditions, operations requests, landscaping improvements, work schedule modifications, allowances, and minor miscellaneous items. A brief description of the recommended changes included in the change order is provided below:

1. Paving Revisions: Following construction and trenching of treatment plant roadways, it was identified that the current pavement did not meet current high traffic roadway requirements. The Design Builder proposed a solution that would replace the current roadways with an improved pavement section in high traffic areas and slurry seal the light traffic areas. This solution will provide a uniform looking pavement in the treatment plant and be an improvement to the current pavement design.
2. Operator Requests: As the project is nearing completion and items are being constructed Operation and District Staff are better able to identify project additions that were not readily apparent during the design phase of the project. These requests include: 1) planter box relocations, 2) sink replacements, 3) wall mounted analyzer relocations, and 4) addition of a trash enclosure.
3. Landscaping Improvements: Following rain events this year it was identified that the current landscape design along Riverside Avenue would benefit from bender board to separate decomposed granite from mulched areas. This item would install the bender board and perform other small improvements to help with the long-term maintainability of the roadway frontage around the treatment plant.
4. Work Schedule Modifications: During the construction of the project the Design- Builder began work on Recovery Ponds 1-4, consistent with their approved project schedule. However, during that work, the Recovery Ponds 5 and 6 Return Pumps experienced a mechanical failure, to maintain plant operations and continue construction progress, staff requested the Design-Builder to modify the work schedule to complete Pond 5 and 6 first. This change in schedule resulted in additional costs for trade staff expediting the pond work.
5. Allowances: As the project nears completion and Operations staff begin to operate the installed upgrades, several small items are being identified that could be improved. Recognizing the main Programmable Logic Controller cut over still remains and commissioning activities need to occur for most of the installed upgrades, it is expected that future changes will likely be needed to complete the project. This item will provide staff with the tools to address any needed changes quickly. If these allowances are not used by the end of the project, staff will request a credit back from the Design-Builder which could be withheld from the retention release.
6. Minor Miscellaneous Items: An existing bypass valve at the hydro-electric generation was previously only operable from the plant control system, this work modified a local control panel with status feedback for local manual control to be installed by the Design-Builder.

This change order adds 209 of excusable but non-compensable time to reflect the current proposed contract duration, with an expected completion date of December 25, 2025 and 67 allowable Plant shutdown days.

FISCAL IMPACT:

The added cost to perform the additional work as outlined in Change Order No. 9 is \$0 and has no net financial impact on the contract amount with PCL. The existing construction contingency which remains at \$1,750,840 and is available for any future change orders, if needed.

REQUESTED ACTION:

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Approve Change Order No. 9 with PCL Construction, Inc. adding 209 days of excusable but non-compensable time to the allowable contract duration and 67 allowable Scheduled Plant Shutdown days to the contract.
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A- PCL Change Order 9.pdf](#)

WEST VALLEY WATER DISTRICT

CHANGE ORDER

Order No. 9

Date 6/17/2025

Agreement Date 10/31/2022

Sheet 1 of 3

Owner: West Valley Water District

Project: Oliver P Roemer Water Filtration Facility Upgrade and Expansion

Contractor: PCL Construction, Inc

The following changes are hereby made to the Contract Documents:

ITEM NO.	<u>EXTRA WORK DESCRIPTION</u>	<u>ADD</u>	<u>DEDUCT</u>	<u>CALENDAR DAYS</u>
1	Paving Revisions	\$98,090.16		-
2	Operator Requests	\$76,992.84		-
3	Landscaping Improvements	\$29,803.51		-
4	Work Schedule Modifications	\$11,867.69		-
5	Allowances	\$321,283.20		-
6	Minor Miscellaneous Items	\$1,045.80		-
7	Lump Sum Credit for Schedule Adjustment		\$539,083.20	
	TOTALS		\$0	-
TOTALS FOR CHANGE ORDER NO. 9		\$0		209 calendar days

DISCUSSION

Attached as Exhibit A is Change Order No. 9 for the above referenced project. This change order includes "extra" items of work arising from unforeseen condition conflicts with proposed improvements, lack of accurate as-built records and/or malfunctioning existing equipment, and owner requested changes. These items will be provided to the West Valley Water District at no charge and a time extension will be granted to PCL until the end of the project. A brief description of the recommended changes included in the change order is provided below:

1. Paving Revisions: Following construction and trenching of treatment plant roadways, it was identified that the current pavement did not meet current high traffic roadway requirements. The Design Builder proposed a solution that would replace the current roadways with an improved pavement section in high traffic areas and slurry seal the light traffic areas. This solution will provide a uniform looking pavement in the treatment plant and be an improvement to the current pavement design.

2. Operator Requests: As the project is nearing completion and items are being

constructed Operation and District Staff are better able to identify project additions that were not readily apparent during the design phase of the project. These requests include: 1) planter box relocations, 2) sink replacements, 3) wall mounted analyzer relocations, and 4) addition of a trash enclosure.

3. Landscaping Improvements: Following rain events this year it was identified that the current landscape design along Riverside Avenue would benefit from bender board to separate decomposed granite from mulched areas. This item would install the bender board and perform other small improvements to help with the long-term maintainability of the roadway frontage around the treatment plant.

4. Work Schedule Modifications: During the construction of the project the Design- Builder began work on Recovery Ponds 1-4, consistent with their approved project schedule. However, during that work, the Recovery Ponds 5 and 6 Return Pumps experienced a mechanical failure, to maintain plan operations and continue construction progress staff requested the Design-Builder modify the work schedule to complete Pond 5 and 6 first. This change in schedule resulted in additional costs for trades staff expediting the Ponds 5 and 6 work.

5. Allowances: As the project nears completion and Operations staff begin to operate the installed upgrades several small items are being identified that could be improved. Recognizing the main Programable Logic Controller cutover still remains and commissioning activities need to occur for most of the installed upgrades it is expected that future changes will likely be needed to complete the project. This item will provide staff with the tools to address any needs changes quickly. If these allowances are not used by the end of the project, staff will request a credit back from the Design-Builder which could be withheld from the Retention Release.

6. Minor Miscellaneous Items: An existing bypass valve at the hydro-electric generation was previously only operable from the plant control system, this work modified a local control panel with status feedback for local manual control to be installed by the Design-Builder.

Time impacts to the project schedule result from this change order. The impact allows for a schedule extension to December 25, 2025.

CHANGE TO CONTRACT PRICE

Original Contract Price	<u>\$ 59,116,871.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	<u>\$ 60,366,030.97</u>
Contract Price due to this Change Order shall be unchanged	<u>\$0.00</u>
New Contract Price including this Change Order	<u>\$ 60,366,030.97</u>

CHANGE TO CONTRACT TIME

Contract Time will be

209
(Calendar Days)

Date for Completion of all Work

12/25/2025
(Date)

REQUIRED APPROVALS:

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.



Alejandro Juarez

Requested By (Contractor)

(Print Name)

6/17/2025
Date

Paul Hermann

Recommended By
(Project Manager)

(Print Name)

Date

Rocky Welborn

Recommended By
(Director of Engineering)

(Print Name)

Date

John Thiel

Recommended By
(General Manager)

(Print Name)

Date

Accepted By (Owner)

(Print Name)

Date



Exhibit A
For Item #1



CONSTRUCTION

May 22, 2025

Paul Hermann
Water Market Leader - GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line P.O. Box 920
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Differing Site Conditions - Unforeseen conditions Inside the Plant Affecting Paving – Oliver P Roemer Water Filtration Facility Upgrade and Expansion Project – Request for Change

Mr. Hermann and Mr. Rocky,

Please accept the attached package as a Change Request, addressing the cost impacts associated with unforeseen conditions encountered during the paving work inside the facility.

It was brought to our attention when we had the paving contractor conduct a pre-walk that the existing pavement inside the plant does not have the thickness required in order to achieve a successful 2" grind and overlay. At least a 4" minimum existing asphalt thickness is recommended and currently the majority of the existing pavement is below 4". It was also discovered that the existing asphalt only has native soil not a structural base underneath. The District has accepted the current existing conditions and the approach of paving over existing native soil.

This was communicated and confirmed with GHD on 4/16/2025. This issue only affects original contract areas scoped for a grind and overlay. Areas that would receive new structural base and asphalt pavement were not affected and this work proceeded as scheduled on 4/17/2025. This existing paving scope was not touched since it was still being discussed. The paving contractor demobilized 5/2/2025 and will return once the final scope is clarified. Remobilization fees will not be charged to the District.

Several discussions and walks with GHD, Stantec, and the District have taken place to provide the best cost-effective alternatives for the paving change in scope. Scope proposals were sent on 4/25/2025, 5/16/2025, and now this latest revision with the credits listed below.

Credits:

1. The District was owed a 2" grind and pave for all the existing asphalt. The complete line item value of \$194,340 is being discounted since this scope is no longer feasible. This was intended to be done in conjunction with the 6" slot patch for trench restorations in existing asphalt, see below.
2. The District was owed a 6" thick restoration for all trenched areas in existing asphalt pavement. The complete line item value of \$11,340 is being discounted since this scope is no longer of interest since the new proposition is to remove and replace 4" from grade. The bottom 2" of the 6" from the original scope was already provided as structural base by PCL, and will remain in place, however the entire line item of 6" will be refunded to the District in good faith and for practical estimating purposes. PCL finds it noteworthy that only 1,080 SF of trench

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

**CONSTRUCTION**

repairs was estimated for the project, and in actuality over 4000 SF of structural trench repair was provided due to design growth.

3. There are some areas that were identified with an unusually thick asphalt. These would have been candidates for a 2" grind and pave, however due to the more than anticipated trenching, it was not productive to perform a 2" grind and pave for only that area. PCL is issuing a \$31,336 credit for this area identified in a green shade between the Chemical Building and Pre-Treatment. This was done in good faith, and to remain consistent with what was offered at the start of conversations, since this credit is technically already being issued in Credits 1 & 2. Ultimately, this area is being proposed for a 4" removal as replacement.

Credits 1 & 2 scopes accounted for conditions based on a sufficient asphalt thickness and assumed structural type media underneath the existing asphalt. In light of the new existing conditions the scopes of Credits 1 & 2 are no longer applicable and have been removed, bringing the scope back to zero for the existing asphalt areas. Building a new scope moving forward are the areas shaded Pink and Blue. Yellow shaded areas is scope completed under original contract or approved change order work, not affecting the Credit 1 & 2 line items. Latest prices are based on full credit of removed scope that will not be completed and full price of new scope that is to be completed. Below is a list of the new proposed scopes.

New Proposed Scopes:

- A. Option A (REJECTED): Full removal and replacement of all existing asphalt. This option would combine both the pink and blue areas for full removal of the top 4" of mixed material and replacement with a new 4" layer of asphalt over existing native soil. The total for this option is \$291,158.39, including credits to the District.
- B. Option B (SELECTED): An alternate to full removal and replacement of the same aforementioned areas includes substituting the blue areas for a slurry seal only instead of full replacement. The entire existing asphalt was assessed, and due to minimum deterioration and wear, lower-trafficked blue areas were identified as good candidates for a slurry only option. Within the blue areas there will be some minor local patches to 4" of replaced material, approximating 600 SF, and these areas will also be slurried over. Pink areas are still recommended for full replacement. The total for this option is \$98,090.16, including credits to the District.

Stantec determined that long lifespan of asphalt is typically correlated with a strong structural base layer. Other factors are also at play, which affect the lifespan of asphalt are weather, traffic, asphalt mix etc. Historically, there are areas of existing asphalt that are in significantly better condition than expected given the native soil layer. For the 2 options provided, allowing native soil as the structural layer, full asphalt replacement will result in the longest expected lifespan.

Below is a summary of the pricing associated with the additional labor and material efforts. If you have any questions, please do not hesitate to contact us.

1. **PCL Paving Plan Areas with Alternates**
2. **Alternate Plan A Pricing Breakdown**
3. **Alternate Plan B Pricing Breakdown**
4. **Contract Documents with Hardy and Harper Supporting Credit Amounts**
5. **Hardy & Harper Pricing Explained**
6. **Notice of Inadequate Existing Asphalt Thickness**
7. **District Confirmation of Paving Over Native Soil**

Sincerely,

Alejandro Juarez

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com



CONSTRUCTION

Project Manager

ajuaraz@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Suite 110
Long Beach, CA 90806

Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # TBD

PCO # TBD
DATE: 5/22/25
ESTIMATOR: AXJ

DESCRIPTION:

Option B - Slurry & Replace Existing Asphalt

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR	CREDITS INCLUDED	\$	93,419.20
SUBTOTAL		\$	93,419.20

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	4,670.96
SUBTOTAL MARKUP		\$	4,670.96

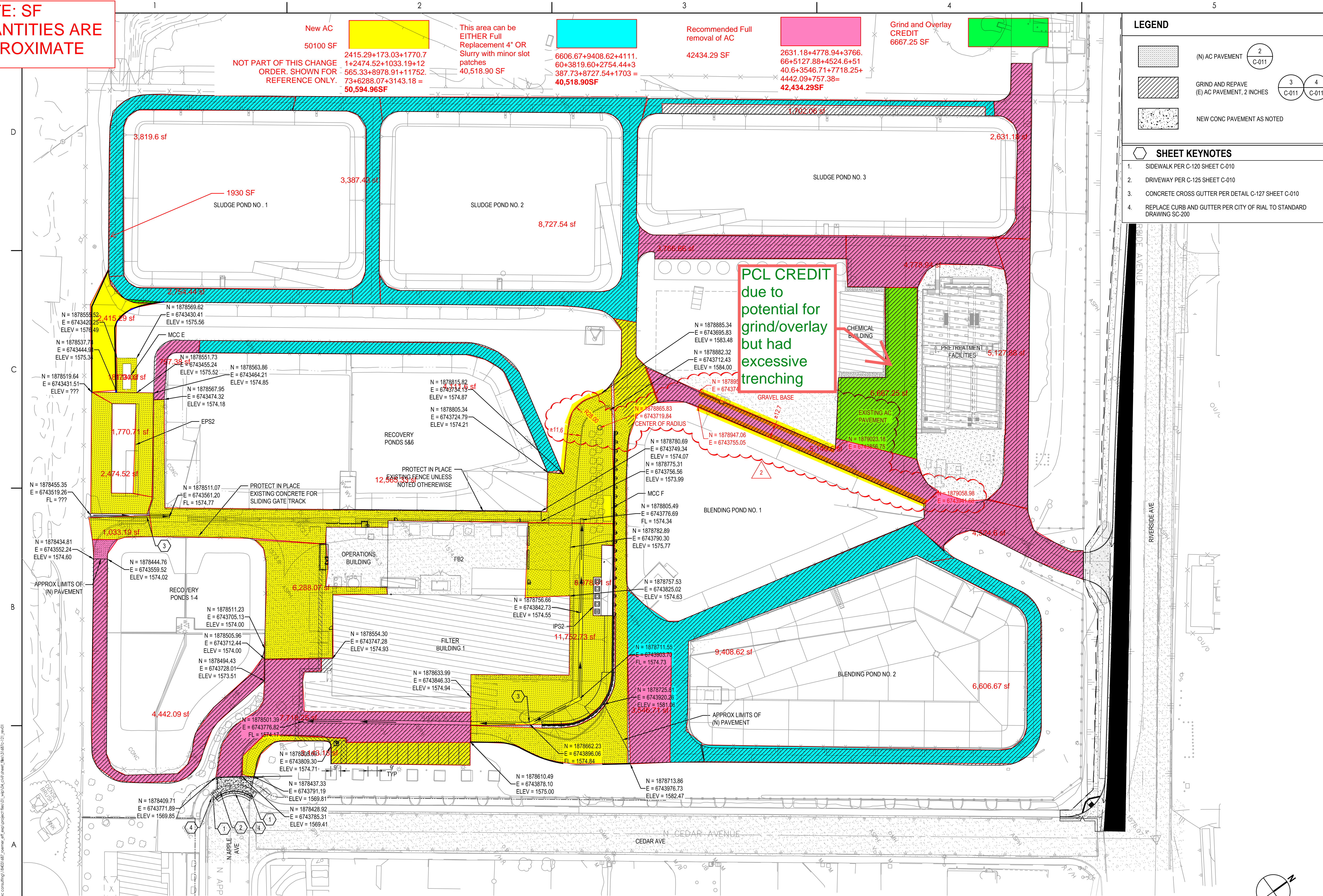
SUBTOTAL WITH DIRECT MARKUP	\$	98,090.16
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TOTAL ADDITIONAL WORK \$ 98,090.16

GRAND TOTAL THIS CHANGE \$ 98,090.16

	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
					MANHOURS		AMOUNT		SUPPLIED MATERIALS				
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
Labor					98.56	0.00		\$ -					\$ -
EQUIPMENT													
			\$ 60.36	\$ -									\$ -
			\$ 58.60	\$ -									\$ -
Vendor Materials													
													\$ -
Subcontractor													
4" Replacement of areas that should not be slurried - Pink	42,434.3	SF									\$ 6.20	\$ 263,092.60	\$ 263,092.60
4" Replacement of Localized Areas in Blue	600.0	SF									\$ 31.20	\$ 18,720.00	\$ 18,720.00
Type 2 Slurry Seal - Blue	40,518.9	SF									\$ 1.20	\$ 48,622.68	\$ 48,622.68
Credit from Original Contract for 2" Coldmill and Overlay	(94,800.0)	SF									\$ 2.05	\$ (194,340.00)	\$ (194,340.00)
Credit from Original Contract for 6" Slot Patch	(1,080.0)	SF									\$ 10.50	\$ (11,340.00)	\$ (11,340.00)
Credit from PCL - Green	(6,667.3)	SF									\$ 4.70	\$ (31,336.08)	\$ (31,336.08)
Materials													
				\$ -		0.00		\$ -		\$ -		\$ 93,419.20	\$ 93,419.20
MARKUPS													
EQUIPMENT	20%			\$ -									
OTHER ITEMS	5%												
LABOR	25%							\$ -					
MATERIALS	15%									\$ -			
SUBCONTRACTS	5%											\$ 4,670.96	
SUBTOTALS WITH MARKUP			\$ -				\$ -		\$ -		\$ 98,090.16		\$ 98,090.16
Notes: Mobilization will not be charged to the District.													

NOTE: SF
QUANTITIES ARE
APPROXIMATE



LEGEND

(N) AC PAVEMENT

2
C-011

GRIND AND REPAVE
(E) AC PAVEMENT, 2 INCHES

3
C-011

4
C-011

NEW CONC PAVEMENT AS NOTED

SHEET KEYNOTES

1. SIDEWALK PER C-120 SHEET C-010

2. DRIVEWAY PER C-125 SHEET C-010

3. CONCRETE CROSS GUTTER PER DETAIL C-127 SHEET C-010

4. REPLACE CURB AND GUTTER PER CITY OF RIAL TO STANDARD DRAWING SC-200

Stantec

300 North Lake Avenue, Suite 400
Pasadena, California 91101-1469
Tel: +1 626 442 0829
www.stantec.com

Consultant

2. PROPOSED PAVING COORDINATED

3. REMAINING PAVING

4. ISSUED FOR CONSTRUCTION

5. ISSUED

2023.10.27

2024.05.22

2025.04.11

By

Appd

YTTJ/MW/DD

Permit/Seal

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER STEPHEN MOYTE
No. C-87384
Exp. 9-30-25
STATE OF CALIFORNIA

Client/Project

West Valley Water District
Roemer WFF Expansion Project
Rialto, California

Project No.: 184031687

File Name: 31687C-121_REV01

Scale: 1" = 40'

JBM CS GT
Dwn. Dsgn. Chkd. 2023.10.08
YYYY.MM.DD

Title

PAVING PLAN

Revision:

Sheet: 32 of 371

Drawing No.

C-121

26



Exhibit A
For Item #2



CONSTRUCTION

May 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Attn: Paul Hermann

RE: Change Order – Installation of Irrigation System for Planter Boxes

Dear Mr. Hermann,

This Change Order addresses the installation of an irrigation system for the planter boxes at the Oliver P. Roemer Water Filtration Facility as requested by the West Valley Water District.

Per the District's direction, this scope of work includes furnishing and installing a complete irrigation system to adequately serve all designated planter boxes. These boxes will be relocated to the front of FB1 and ponds 1-4 per the District's request.

Please note that all work associated with this Change Order, including labor, materials, and coordination, will be performed by PCL Construction unless otherwise directed by the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Alejandro Juarez".

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long Beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX # Irrigation System for Planter boxes

PCO # TBD
DATE: 5/16/25
ESTIMATOR:

DESCRIPTION:

Unforeseen Conditions at N Riverside Ave

DIRECT ESTIMATE

LABOR		\$	1,623.44
EQUIPMENT		\$	482.88
MATERIALS		\$	284
SUBCONTRACTOR		\$	-
SUBTOTAL		\$	2,390.21

DIRECT MARKUP

LABOR	25%	\$	405.86
EQUIPMENT	20%	\$	96.58
MATERIALS	15%	\$	43
SUBCONTRACTOR	5%	\$	-
SUBTOTAL MARKUP		\$	545.02

SUBTOTAL WITH DIRECT MARKUP	\$	2,935.23
------------------------------------	-----------	-----------------

TOTAL ADDITIONAL WORK \$ 2,935.23

GRAND TOTAL THIS CHANGE \$ 2,935.23



CONSTRUCTION

June 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Sink SK-1 Replacement

Mr. Hermann and Mr. Welborn,

Please find the attached package documenting the proposed upgrade for the new SK-3 sink (the analyzer sink) installation, to where the analyzer pipes drain. This is in response to the District request for a larger sink that what was approved.

West Valley Water District approved the installation of the other 2 sinks SK-1 & SK-2, per Submittal SUM 00971.1.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) Cost breakdown
- 3.) Subcontractor Pricing and Proposed Material

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 6/16/25
ESTIMATOR:

DESCRIPTION:

SK-1 Sink Replacement

DIRECT ESTIMATE

LABOR		\$	-
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	9,363.62
SUBTOTAL		\$	9,363.62

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	468.18
SUBTOTAL MARKUP		\$	468.18

SUBTOTAL WITH DIRECT MARKUP		\$	9,831.80
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TOTAL ADDITIONAL WORK \$ 9,831.80

GRAND TOTAL THIS CHANGE \$ 9,831.80

SK-1 Sink Replacement

DATE 06/16/25

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	MANHOURS		AMOUNT		SUPPLIED MATERIALS		U.P.		
LABOR					MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
Material													
Equipment													
Subcontractor													
ISEC - Cutout for Larger Sink	1	LS									\$ 4,904	\$ 4,904	
PPM Larger Sink and Installation and Plumbing	1	LS									\$ 4,460	\$ 4,460	
TOTAL DIRECT COST				\$ -				\$ -		\$ -		\$ 9,364	\$ 9,364
MARKUPS													
EQUIPMENT	20%			\$ -									
OTHER ITEMS	5%												
LABOR	25%							\$ -					
MATERIALS	15%									\$ -			
SUBCONTRACTS	5%											\$ 468	
SUBTOTALS WITH MARKUP													
				\$ -				\$ -		\$ -		\$ 9,832	\$ 9,831.80
Notes:													



CONSTRUCTION

June 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Lab Room Analyzers Revisions

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with reorganizing the Analyzers in the New Operations Building.

The analyzer layout was discussed and approved by May 19, 2025, for which a shutdown was required. Once the analyzers were installed, the District noticed optimizations in the layout and revisions that could be made. The District purchased new panel boards and directed PCL to remount the analyzers onto the new boards and adjust the placement of the previous layout.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) Cost breakdown
- 3.) Email communications

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 6/16/25
ESTIMATOR: HP

DESCRIPTION:

Analyzer Relocation Retrofit

DIRECT ESTIMATE

LABOR		\$	7,496.00
EQUIPMENT		\$	-
MATERIALS		\$	-
SUBCONTRACTOR		\$	-
SUBTOTAL		\$	7,496.00

DIRECT MARKUP

LABOR	25%	\$	1,874.00
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	-
SUBTOTAL MARKUP		\$	1,874.00

SUBTOTAL WITH DIRECT MARKUP	\$	9,370.00
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TOTAL ADDITIONAL WORK \$ 9,370.00

GRAND TOTAL THIS CHANGE \$ 9,370.00

Analyzer Relocation Retrofit

DATE **06/16/25**

[illegible]



CONSTRUCTION

June 17, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: New Trash Enclosure

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with designing and constructing a new trash enclosure.

This change order including both design and construction was at one point considered but then abandoned. It has come up again and the quote has been revised after 2 years and after additional feedback from the plant that they would like the walls of the enclosure 2ft taller, 8ft total.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) Cost breakdown

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 6/17/25
ESTIMATOR: GM

DESCRIPTION:

New Trash Enclosure

DIRECT ESTIMATE

LABOR		\$	14,262.64
EQUIPMENT		\$	719.04
MATERIALS		\$	5,654.05
SUBCONTRACTOR		\$	28,250.00
SUBTOTAL		\$	48,885.73

DIRECT MARKUP

LABOR	25%	\$	3,565.66
EQUIPMENT	20%	\$	143.81
MATERIALS	15%	\$	848.11
SUBCONTRACTOR	5%	\$	1,412.50
SUBTOTAL MARKUP		\$	5,970.08

SUBTOTAL WITH DIRECT MARKUP	\$	54,855.81
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TOTAL ADDITIONAL WORK \$ 54,855.81

GRAND TOTAL THIS CHANGE \$ 54,855.81

New Trash Enclosure

PCO # TBD

DATE 06/17/25

DESCRIPTION	QTY	UNIT	EQUIP		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
					MANHOURS		AMOUNT		SUPPLIED MATERIALS				
			U.P.	TOTAL	MH/UNIT	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL	
LABOR				\$ -		-		\$ -		\$ -		\$ -	\$ -
Laborer Group 4 - Site Clearing/Salvaging	1.0	Day		\$ -	8.00	8.0	\$ 90.14	\$ 721		\$ -		\$ -	\$ 721
Equipment Op Group 8 - Site Clearing/Salvaging	1.0	Day		\$ -	8.00	8.0	\$ 125.55	\$ 1,004		\$ -		\$ -	\$ 1,004
Laborer Group 4 - Grade Checker/Spoter	1.0	Day		\$ -	8.00	8.0	\$ 90.14	\$ 721		\$ -		\$ -	\$ 721
Equipment Op Group 8 - Excavate SOG	1.0	Day		\$ -	8.00	8.0	\$ 125.55	\$ 1,004		\$ -		\$ -	\$ 1,004
Equipment Operator Group 8 - Form & Reinforce SOG	2.0	Day		\$ -	8.00	16.0	\$ 125.55	\$ 2,009		\$ -		\$ -	\$ 2,009
Carpenter - Form and Reinforce SOG	2.0	Day		\$ -	8.00	16.0	\$ 91.00	\$ 1,456		\$ -		\$ -	\$ 1,456
Laborer Group 4 - Form and Reinforce SOG	2.0	Day		\$ -	8.00	16.0	\$ 90.14	\$ 1,442		\$ -		\$ -	\$ 1,442
Equipment Operator Group 8 - Pour and Finish SOG	1.0	Day		\$ -	8.00	8.0	\$ 125.55	\$ 1,004		\$ -		\$ -	\$ 1,004
Carpenter - Pour and Finish SOG	1.0	Day		\$ -	8.00	8.0	\$ 91.00	\$ 728		\$ -		\$ -	\$ 728
Laborer Group 4 - Pour and Finish SOG	1.0	Day		\$ -	8.00	8.0	\$ 90.14	\$ 721		\$ -		\$ -	\$ 721
Laborer Group 4 - Backfill Around Slab	1.0	Day		\$ -	8.00	8.0	\$ 90.14	\$ 721		\$ -		\$ -	\$ 721
Equipment Op Group 8 - Backfill Around Slab	1.0	Day		\$ -	8.00	8.0	\$ 125.55	\$ 1,004		\$ -		\$ -	\$ 1,004
Laborer Group 4 - Fix Landscaping	1.0	Day		\$ -	8.00	8.0	\$ 90.14	\$ 721		\$ -		\$ -	\$ 721
Equipment Op Group 8 - Fix Landscaping	1.0	Day		\$ -	8.00	8.0	\$ 125.55	\$ 1,004		\$ -		\$ -	\$ 1,004
				\$ -		-		\$ -		\$ -		\$ -	\$ -
EQUIPMENT				\$ -		-		\$ -		\$ -		\$ -	\$ -
Backhoe CAT 416C w/ Backhoe	7.0	Day	\$ 60.33	\$ 422		-		\$ -		\$ -		\$ -	\$ 422
Foreman's Truck - Ford F-150	7.0	Day	\$ 42.39	\$ 297		-		\$ -		\$ -		\$ -	\$ 297
				\$ -		-		\$ -		\$ -		\$ -	\$ -
Vendor				\$ -		-		\$ -		\$ -		\$ -	\$ -
#4 Rebar	1.0	LS		\$ -		-		\$ -	\$ 795.00	\$ 795		\$ -	\$ 795
Plywood	1.0	LS		\$ -		-		\$ -	\$ 486.99	\$ 487		\$ -	\$ 487
2x4s	1.0	LS		\$ -		-		\$ -	\$ 262	\$ 262		\$ -	\$ 262
Concrete 4500 PSI	1.0	LS		\$ -		-		\$ -	\$ 3,152	\$ 3,152		\$ -	\$ 3,152
8D Smooth Nails 50lb Box	1.0	EA		\$ -		-		\$ -	\$ 118.30	\$ 118		\$ -	\$ 118
3" Dobies	50.0	EA		\$ -		-		\$ -	\$ 0.80	\$ 40		\$ -	\$ 40
Concrete Wheel Stops	4.0	EA		\$ -		-		\$ -	\$ 199.95	\$ 800		\$ -	\$ 800
				\$ -		-		\$ -		\$ -		\$ -	\$ -
				\$ -		-		\$ -		\$ -		\$ -	\$ -
Subcontractor				\$ -		-		\$ -		\$ -		\$ -	\$ -
CMU Contractor	1.0	LS		\$ -		-		\$ -		\$ -	\$ 18,950	\$ 18,950	\$ 18,950
Stantec Design	1.0	LS		\$ -		-		\$ -		\$ -	\$ 9,000	\$ 9,000	\$ 9,000
Haul Off Excavation Spoils	1.0	LS		\$ -		-		\$ -		\$ -	\$ 300	\$ 300	\$ 300
				\$ -		-		\$ -		\$ -		\$ -	\$ -
TOTAL DIRECT COST				\$ 719		136.0		\$ 14,263		\$ 5,654		\$ 28,250	\$ 48,886
MARKUPS													
EQUIPMENT	20%			\$ 144									
OTHER ITEMS	5%												
LABOR	25%							\$ 3,566					
MATERIALS	15%								\$ 848				
SUBCONTRACTS	5%										\$ 1,413		
SUBTOTALS WITH MARKUP													
				\$ 863				\$ 17,828		\$ 6,502		\$ 29,663	\$ 54,855.81
Notes: Trash Bins to be provided by owner/trash collection service. CMU install assumed next to the existing antenna per operations. Slab for Enclosure assume to be 4500PSI Concrete. 3 sided enclosure only.													



Exhibit A
For Item #3



CONSTRUCTION

June 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Mariposa Landscape Items

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with adding the items recommended by Mariposa Landscape in February 2025 which were not part of the scope for the project.

After review of the DCR we did not find headerboard or irrigation indicators called out for the project, therefore it was not included. Mariposa recommended these 2 items in addition to items that were repaired in the punchlist walk with Marina, PCL's subcontractor.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) Cost breakdown
- 3.) Subcontractor Pricing and Proposed Material

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion
CRX-TBD - Mariposa Landscape Items

PCO # TBD
DATE: 6/16/25
ESTIMATOR: AXJ

DESCRIPTION:

Mariposa Landscape Items

DIRECT ESTIMATE

LABOR	\$	-
EQUIPMENT	\$	-
MATERIALS	\$	1,889.94
SUBCONTRACTOR	\$	26,314.37
SUBTOTAL	\$	28,204.31

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	283.49
SUBCONTRACTOR	5%	\$	1,315.72
BOND ON DIRECT WORK	0%	\$	-
SUBTOTAL MARKUP		\$	1,599.21

SUBTOTAL WITH DIRECT MARKUP	\$	29,803.51
------------------------------------	-----------	------------------

TOTAL ADDITIONAL WORK \$ 29,803.51

GRAND TOTAL THIS CHANGE \$ 29,803.51

	QTY	UNIT	EQUIP		S.T. & S.*		LABOR EXPENSE				VENDOR		SUBCONTRACTOR		TOTAL
			U.P.	TOTAL	U.P.	TOTAL	MANHOURS		AMOUNT		SUPPLIED MATERIALS		U.P.	TOTAL	
Labor															
No PCL Labor															
EQUIPMENT															
No PCL equipment				\$ -											
Vendor Materials															
No PCL vendor materials															
Subcontractor															
Marina estimate for headerboard	1.0	LS											\$18,990.53	\$ 18,990.53	
System Indicator Kit +Tax	50.0	QTY									\$ 37.80	\$ 1,890			
Estimated Truck for Indicator Kit	36.0	HRS											\$ 30	\$ 1,080	
Estimated Labor for Indicator Kit	72.0	HRS											\$ 86.72	\$ 6,244	
				\$ -						\$ -		\$ 1,889.94		\$ 26,314.37	\$ -
MARKUPS															
EQUIPMENT	20%			\$ -											
OTHER ITEMS	5%					\$ -									
LABOR	25%									\$ -					
MATERIALS	15%											\$ 283.49			
SUBCONTRACTS	5%													\$ 1,315.72	
SUBTOTALS WITH MARKUP				\$ -		\$ -			\$ -		\$ 2,173.43		\$ 27,630.09	\$ 29,803.51	
Notes:															



Exhibit A
For Item #4



CONSTRUCTION

June 10, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Pump Rework at Recovery Pond 1-4

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request to bring Pump #1 and #2 at Recovery Pond 1-4 back into service due to the failure of the existing Pump #3 and #4 at Recovery Pond 5&6 on 2/13/2025 after PCL and LEED had already commenced demolition of the above ground pipe and electrical wires at Pond 1-4. Per WVWD's request to bring Pump #1 and #2 at Pond 1-4 back online, PCL and LEED have reallocated resources on 2/13/2025 to work on the needed tasks including re-pulling wire from the hand hole at East of the Ponds and re-installing the mechanical discharge piping associated with Pump #1 and #2. On 2/28/2025, PCL notified WVWD that one of the pumps at Pond 1-4 failed which required troubleshooting. During this time, PCL also helped bringing down the wet well level with sump pumps so that WVWD could inspect access the remaining pump. All mentioned activities were communicated with WVWD, tracked on T&M basis, and captured in the Change Request. This Change Request also includes associated equipment and material cost.

Sincerely,

Alejandro Juarez
Project Manager
AJuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 6/11/25
ESTIMATOR: HP

DESCRIPTION:

Pump Rework at Recovery Pond 1-4

DIRECT ESTIMATE

LABOR		\$	5,306.35
EQUIPMENT		\$	1,102.92
MATERIALS		\$	-
SUBCONTRACTOR		\$	3,725.00
SUBTOTAL		\$	10,134.27

DIRECT MARKUP

LABOR	25%	\$	1,326.59
EQUIPMENT	20%	\$	220.58
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	186.25
SUBTOTAL MARKUP		\$	1,733.42

SUBTOTAL WITH DIRECT MARKUP	\$	11,867.69
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TOTAL ADDITIONAL WORK \$ 11,867.69

GRAND TOTAL THIS CHANGE \$ 11,867.69

Pump Rework at Recovery Pond 1-4

DATE 06/11/25

[illegible]



Exhibit A
For Item #6



CONSTRUCTION

June 16, 2025

Paul Hermann
Water Market Leader
GHD
320 Goddard Way, Suite 200
Irvine, CA 92618

Rocky Welborn
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Attn: Paul Hermann and Rocky Welborn

RE: Hydrostation Bypass Feature

Mr. Hermann and Mr. Welborn,

Please accept the attached package as a Change Request due to the cost impacts associated with adding a bypass feature to the hydrostation.

During the commissioning of the hydrostation it was discovered that there is no way to manually open the valve that would permit a bypass of the influent water from the hydrostation to the plant. The bypass currently only works with SCADA. Operations would like to add a manual override in the scenario where SCADA is non responsive. This will allow water to feed the plant regardless of SCADA and or hydrostation activity using a manual method. LEED has verbally provided an estimate for T&M of under 1k, this does not include markup.

Enclosures:

- 1.) Corresponding Change Order Including Pricing
- 2.) Cost breakdown

Sincerely,

Alejandro Juarez
Project Manager
ajuarez@pcl.com

PCL CONSTRUCTION INC.

3900 Kilroy Airport Way, Ste 110
Long beach, CA 90806
Telephone: (858) 657-3400 ♦ Website: www.pcl.com

CHANGE ORDER PROPOSAL

PROJECT: Oliver P. Roemer WFF 2021 Expansion

PCO # TBD
DATE: 6/16/25
ESTIMATOR: HP

DESCRIPTION:

Hydrostation Bypass Feature

DIRECT ESTIMATE

LABOR	\$	-
EQUIPMENT	\$	-
MATERIALS	\$	-
SUBCONTRACTOR	\$	996.00
SUBTOTAL	\$	996.00

DIRECT MARKUP

LABOR	25%	\$	-
EQUIPMENT	20%	\$	-
MATERIALS	15%	\$	-
SUBCONTRACTOR	5%	\$	49.80
SUBTOTAL MARKUP		\$	49.80

SUBTOTAL WITH DIRECT MARKUP	\$	1,045.80
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TOTAL ADDITIONAL WORK \$ 1,045.80

GRAND TOTAL THIS CHANGE \$ 1,045.80

Hydrostation Bypass Feature

DATE **06/16/25**

[illegible]



STAFF REPORT

DATE: June 25, 2025

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Consider an Amendment to Task Order No. 1 of the Professional Services Agreement with GHD Inc. for Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Project

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

D. Fortify a Resilient Water Supply

Strategic Goal 2 - Be an Exemplary Employer

F. Upgrade and Modernize Facilities

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices

A. Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

N/A

BACKGROUND:

GHD, Inc. (GHD) has been providing Professional Engineering Services to the District for the Oliver P. Roemer Water Filtration Facility Expansion Project, including project/construction management, site inspection services, and other engineering services during construction. Additionally, GHD and its teaming partners prepared the 30% design documents, assisting the District with the Design Build Team selection/onboarding.

GHD has been acting as the “Owner’s Agent” for the construction phase of the Project. GHD’s responsibilities as the Owners Agent are to review all the of the Design Builders work product, oversee construction, commissioning activities, post construction tasks and warranty phase to ensure successful completion of the project. The services being provided by GHD include:

- Construction Management (full time onsite presence via resident engineer)
- Project Management
- Submittal Reviews,
- Requests for Information Management and Response
- Change Order and Progress Payment Management

- Permitting and Compliance items
- Commissioning Support
- Project Closeout Planning and Support
- Acceptance Testing coordination
- Poset Construction and Warranty Phase support

The nature of an Owner's Agent role is driven by the schedule and activities of the Design Build partner and often requires quick decisions on items that could not have been foreseen when the original professional services agreement was developed. The current PSA with GHD includes a "burn rate and schedule approach" to ensure adequate and timely oversight of the Design Build partner, which assumed a project completion of approximately July 2025.

DISCUSSION:

In March of 2025 the Design Build Partner informed the District and GHD of a supply chain delay related to Motor Control Center components that will delay the completion of the Project until December 2025. This delay is being addressed with the Design Build Partner separately. However, the District still requires GHD's services as the Owner's Agent throughout the completion of the project.

GHD has prepared a proposal describing the anticipated Owner's Agent Services to complete the Project, that proposal is included in the attached **Exhibit A**-Draft Amendment to Task Order 1. GHD is proposing a fee that includes a monthly burn rate of \$85,000 per month, with limited services during the months of August and September, when construction activities are expected to be minimal, and resuming until the completion of the project.

FISCAL IMPACT:

The cost to continue to perform the construction management and various other engineering services during construction as presented in the Task Order Amendment is \$496,250.00. Sufficient funds are available in the project budget under W19041 to cover the proposed additional services.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to:

1. Approve an Amendment to Task Order Number 1 for an amount not-to-exceed \$496,250.00 with GHD Inc. for the Oliver P. Roemer WFF Upgrade and Expansion Project and;
2. Authorize the General Manager to Execute all necessary documents.

Attachments

[Draft Amendment No. 1 to Task Order No. 1.pdf](#)

AMENDMENT NO. 1 to TASK ORDER NO. 1

Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

This Task Order ("Task Order") is executed this _____ day of _____, 2025 by and between West Valley Water District, a public agency of the State of California ("District") and GHD Inc., ("Consultant").

RECITALS

- A. On or about April 4, 2024 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement and this Task Order, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
John Thiel, General Manager

By _____
Elvia Dominguez, Board Secretary

CONSULTANT:

GHD, INC.

By _____

Name Paul Herman

Its Vice President/Principal

EXHIBIT “1”

TO

AMENDMENT NO. 1 to TASK ORDER NO. 1

SCOPE OF SERVICES

The purpose of the scope of services is to outline the tasks that are necessary to complete Professional Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project for West Valley Water District (District) as described per the attached letter proposal dated June 3, 2025. The letter and supporting document are incorporated by reference to this Amendment No. 1 to Task Order No. 1.

Our ref: 11214029

03 June 2025

Mr. Rocky Welborn
Engineering Manager
West Valley Water District
855 W. Base Line Rd.
Rialto, CA 92376
rwelborn@wvwd.org

Re: Change Order request for Owner's Engineering Services for the Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project

Dear Mr. Welborn,

GHD Inc. (GHD) is pleased to continue to provide professional Owner's Engineering services for the Oliver P. Roemer Filtration Facility Upgrades and Expansion Project. We have outlined below our current activities, changes to the original scope which has resulted in the development of this change order request, and then the works required for completion.

This Change Order request is intended to be a continuation of the existing contract GHD has with West Valley Water District, with all terms and conditions to remain unchanged.

CURRENT ACTIVITIES

GHD and its teaming partners continue to perform a wide variety of Owner's Engineering Services. These include, but are not limited to the following:

- Construction Management (full time site presence)
- Project Management
- Submittal Reviews
- RFI management and response
- Change Order and Progress Payments Management
- Permitting and Compliance items, e.g. DDW meetings and reporting
- Commissioning activities
- Punchlisting

REASON FOR CHANGE ORDER

The reason for the change order is the extension of the contract period, which currently shows Project Completion to the end of the year.

WORK STILL TO COMPLETE

All of the work tasks as stated above in the "Current Activities" section, in addition to those related to project completion as stated below:

- Commissioning Phase
- Project Completion activities

- Acceptance Test activities
- Close out / punchlisting activities
- Post Construction & Warranty Phase

COMPENSATION

Due to the nature of OE contracts, the development of a traditional task and cost breakdown has not been completed here, in favor of a burn rate and schedule approach. This continues to be necessary so that all tasks can be addressed immediately without the concern of how out-of-scope tasks are compensated for. A summary table has been provided below, noting the total being **\$496,250**.

	\$ 85,000.00	Monthly Burn Rate
June	\$ 63,750.00	Remaining budget does cover some of June
July	\$ 85,000.00	Full month
August	\$ 21,250.00	1/4 time - PCL off site
September	\$ 21,250.00	1/4 time - PCL off site
October	\$ 85,000.00	Full month
November	\$ 85,000.00	Full month
December	\$ 85,000.00	Full month
Contingency	\$ 50,000.00	
	\$ 496,250.00	

We have included some minor contingencies and anticipate all works to be completed by the end of 2025.

We appreciate this opportunity to submit this change order request and thank you for the consideration. Please do not hesitate to contact me if you have any comments or questions.

Regards

Paul Hermann
 Project Manager
 949-878-7735
 paul.hermann@ghd.com

EXHIBIT “2”

TO

AMENDMENT NO. 1 to TASK ORDER NO. 1

COMPENSATION

Due to the nature of OE contracts, the development of a traditional task and cost breakdown has not been completed here, in favor of a burn rate and schedule approach. This continues to be necessary so that all tasks can be addressed immediately without the concern of how out-of-scope tasks are compensated for. A summary table has been provided below, noting the total being **\$496,250**.

Included are some minor contingencies.

	\$85,000.00	Monthly Burn Rate
June	\$63,750.00	Remaining budget does cover some of June
July	\$85,000.00	Full month
August	\$21,250.00	¼ time – PCL off site
September	\$21,250.00	¼ time – PCL off site
October	\$85,000.00	Full month
November	\$85,000.00	Full month
December	\$85,000.00	Full month
Contingency	\$50,000.00	
	\$496,250.00	

EXHIBIT “3”

TO

AMENDMENT NO. 1 to TASK ORDER NO. 1

SCHEDULE

All anticipated work is to be completed by the end of 2025.



STAFF REPORT

DATE: June 25, 2025

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Award of Contract for Lord Ranch Facilities Project

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

A. Increase System Capacity for Anticipated Growth

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices

A. Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

N/A

BACKGROUND:

The Lord Ranch Site (Site) is located on the east side of Pepper Avenue, between Baseline Road and the 210 Freeway, in the City of Rialto. This Site is currently occupied by Pump Station 4-1, Reservoir 3-2, and Groundwater Wells 7, 8A, and 36. The West Valley Water District (District) proposes to construct several infrastructure improvements at the Site to increase operational capacity through the Base Line Feeder (BLF) transmission pipeline. The BLF delivers purchase groundwater from the San Bernardino Valley Municipal Water District, which is then boosted into the District's norther service area.

The proposed project includes the construction and operation of a 1-million-gallon aeration tank (R3-5), and a new booster pump station (PS4-3), which will be housed within a concrete masonry building. Pipelines will be installed to connect the new facilities to the existing infrastructure on-site. Site grading and drainage improvements (Site Improvements) will also be completed to support the new construction and improve overall site functionality.

Additional improvements include the installation of new pumps and motors, a ventilation system, an emergency standby generator with a fuel tank and day tank, site and building electrical including a switchboard and motor control center. The project will also incorporate a Supervisory Control and Data Acquisition (SCADA) System and Instrumentation, as well as provisions for equipment testing, system start-up, and the development of an operations and maintenance manual. Further work includes the installation of perimeter wrought iron fencing, site grading, paving, and modifications to the existing drainage system piping that serves the existing reservoir. Collectively, these improvements will enhance the District's ability to reliably deliver water to its northern service area and increase system resilience.

Staff contracted with a design consultant to prepare a Request for Bids for the Lord Ranch Facilities Project, which was advertised on PlanetBids to General Contractors.

DISCUSSION:

As part of the bidding process, a mandatory pre-bid job walk was conducted to provide prospective contractors with an overview of the project scope and site conditions. The job walk was well-attended, with fifteen contractors and subcontractors participating. Following the job-walk, the District received six (6) formal bids for the project. A summary of the bids received is presented in the table below for reference.

<u>Bidder</u>	<u>Amount</u>
Caliagua Inc.	\$13,129,400.00
Pyramid Buildings & Engineering, Inc.	\$13,247,785.00
Innovative Construction Solutions	\$13,250,000.00
Canyon Springs Enterprises	\$13,480,300.00
Pacific Hydrotech Corporation	\$14,728,700.00
Steve P. Prados, Inc.	\$15,526,000.00
Engineers Estimate	\$10,114,000.00

After the receipt of bids staff identified a perimeter fencing improvement to increase site security by installing a welded wire mesh fencing panel as opposed to the traditional tubular wrought iron panels. Caliagua provided a cost for the upgraded fencing that would increase the bid amount by \$238,260.00.

A copy of the received bid from Caliagua is attached as **Exhibit A** to this staff report.

FISCAL IMPACT:

This project is included in the five-year funding schedule for the Fiscal Year 2025/26 Capital Improvement Plan (CIP) Budget. Sufficient funds have been allocated within the project budget to cover the anticipated costs.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to:

1. Approve a Construction Contract with Caliagua Inc. in the amount of \$13,367,660.00 for the Lord Ranch Facilities Project (W15003, 15004, and W15006); and
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - Bid Forms.pdf](#)

WEST VALLEY WATER DISTRICT

SECTION 2.3 OF PROCEDURAL DOCUMENTS

BID

Proposal of Callagua Inc.
hereinafter called "Bidder", organized and existing under the laws of the State of California, doing
business as (a corporation) (a partnership) or (an individual)

To the WEST VALLEY WATER DISTRICT, hereinafter called "District":

In compliance with your Request for Proposal and Information for Bidders, Bidder hereby proposes to perform all work for the installation of water facilities and appurtenances per attached material list and bid schedule in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated herein.

By submission of this Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 540 & 630 calendar days thereafter.


The project includes two (2) separate completion dates. Milestone 1 includes the completion of all work (Schedules I, II, and III) except for work items/tasks associated with the emergency standby power generator. Milestone 2 includes all remaining work items/tasks associated with the emergency standby power generator (including applying for and obtaining the SCAQMD permit, furnishing and installing the generator, and successfully completing functional and startup tests resulting in a fully operational emergency standby power generator fully). All work associated with Milestone 1 shall be completed within five hundred forty (540) calendar days from the date of the Notice to Proceed. All remaining work associated with Milestone 2 shall be completed within six hundred thirty (630) calendar days from the date of the Notice to Proceed.

Bidder agrees with the District that if the Project Work identified above as Milestone 1 is not fully completed within said time, he will pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 3.15.03 of the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by District in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

Bidder also agrees with the District that if the Project Work identified above as Milestone 2 is

not fully completed within said time, he will pay as liquidated damages, the sum of **\$750.00** for each consecutive calendar day thereafter as provided in Section 3.15.03 of the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by District in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

RESPECTFULLY SUBMITTED:

 Signature	4930 E La Palma Avenue, Anaheim CA 92807 Address
President Title	05/06/2025 Date
359728 Contractor's License No.	A, B, C-4, C-36 Type of License
95-3258752 Federal I.D. No.	

(Seal – if Bid is by a corporation)

ATTEST 

**MATERIAL LIST
and
BID SCHEDULE**

PROJECT: LORD RANCH WATER FACILITIES, (1.0 MG WELDED STEEL TANK 3-5 AERATION RESERVOIR (W15003), PUMP STATION 4-3 (W15004), SITE IMPROVEMENTS (W15006)

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

BID SCHEDULE I – SITE IMPROVEMENTS (W15006):

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	ITEM TOTAL
101.	<u>Mobilization/Demobilization:</u> Mobilization, site preparation, and cleanup (including additional effort required for "no on-site construction period")	LUMP SUM	1	\$ 29,000	\$ 29,000
102.	<u>SWPPP/BMP's:</u> Follow and implement stormwater Best Management Practices (BMP's) throughout construction.	LUMP SUM	1	\$ 55,900	\$ 55,900
103.	<u>Site Clearing:</u> Furnish all labor and equipment for clearing, grubbing and stripping construction areas as needed and in accordance with specifications.	LUMP SUM	1	\$ 28,200	\$ 28,200
104.	<u>Earthwork:</u> Provide all necessary earthwork for loosening, removing, loading, transporting, depositing and compacting in its final location of all materials, wet and dry, as required for purposes of construction of all work shown and all related work.	LUMP SUM	1	\$ 34,700	\$ 34,700
105.	<u>Site Fencing:</u> Furnish all labor, materials, and equipment to remove existing designated fencing and install new wrought iron fencing and automatic / manual gates, as shown on the plans.	LINEAR FEET	660	\$ 635	\$ 419,100
106.	<u>Paving:</u> Furnish all labor, materials, and equipment remove and dispose of compacted AC road grindings and place 3" AC over 4" Aggregate Base in accordance with the plans.	LUMP SUM	1	\$ 236,000	\$ 236,000
107.	<u>Reservoir 3-2 Overflow Modification:</u> Furnish all labor, materials, tools, and equipment to modify the existing overflow pipe and catch basin per the plans.	LUMP SUM	1	\$ 43,500	\$ 43,500

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	ITEM TOTAL
108.	Drainline System: Furnish all labor, materials, and equipment to install HDPE drainline, fittings, drop inlet, and rip-rap slope protection.	LUMP SUM	1	\$ 115,400	\$ 115,400
109.	Gravel: Furnish all labor, materials, and equipment to install ¾" gravel at locations noted on the plans.	LUMP SUM	1	\$ 7,700	\$ 7,700
110.	Miscellaneous Work: Furnish all labor, materials, and equipment for all other miscellaneous work in accordance with the plans and specifications.	LUMP SUM	1	\$ 61,500	\$ 61,500
Total Items No. 101 to 110				\$ 1,031,000	

BID SCHEDULE II – 4-3 PUMPING STATION (W15004):

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	ITEM TOTAL
201.	Mobilization/Demobilization: Mobilization, site preparation, and cleanup (including additional effort required for "no on-site construction period")	LUMP SUM	1	\$ 798,600	\$ 798,600
202.	Pump House Building: Furnish all labor, materials, and equipment to construct a masonry block building and roof structure including all doors, hatches and appurtenances in accordance with the plans and specifications.	LUMP SUM	1	\$1,056,300	\$1,056,300
203.	Ventilation System: Furnish all labor, materials, and equipment for the installation of a ventilation system for the pump house in accordance with the plans and specifications.	LUMP SUM	1	\$142,600	\$142,600
204.	Pumps and Motors: Furnish all labor, materials, and equipment for the installation of pumps and motors in accordance with the plans and specifications.	LUMP SUM	1	\$790,500	\$790,500
205.	Yard & Plant Piping: Furnish all labor, materials, and equipment, for the installation of all above and below grade piping, valves, meters, fittings, thrust blocks, and appurtenances, including all connections in accordance with the plans and specifications.	LUMP SUM	1	\$3,033,400	\$3,033,400

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	ITEM TOTAL
206.	Excavation and Shoring: Provide all labor, material, and equipment for excavation and shoring for the entire project.	LUMP SUM	1	\$50,500	\$ 50,500
207.	Disinfect Pipelines: Furnish all labor, material and equipment to pressure test, disinfect, flush, and dechlorinate pipelines, valves, and appurtenances of the pump station.	LUMP SUM	1	\$15,800	\$ 15,800
208.	Generator System: Furnish all labor, materials, and equipment for the installation of an emergency engine generator, fuel tanks and related systems, and all appurtenances in accordance with the plans and specifications.	LUMP SUM	1	\$701,500	\$ 701,500
209.	Electrical: Furnish all labor, tools, equipment, material and testing necessary for installation of electrical conduit, sweeps, pull boxes, and appurtenances as indicated on the plans and specifications and all related work.	LUMP SUM	1	\$740,400	\$740,400
210.	Main Switchboard & Motor Control Center: Furnish all labor, materials, and equipment for the installation of the main switchboard and motor control center in accordance with the plans and specifications.	LUMP SUM	1	\$1,145,300	\$1,145,300
211.	SCADA System and Instrumentation: Furnish all labor, materials, and equipment for the installation of SCADA system and instruments in accordance with the plans and specifications.	LUMP SUM	1	\$597,000	\$597,000
212.	Testing, Start-up & O&M Manuals	LUMP SUM	1	\$ 35,000	\$ 35,000
213.	Miscellaneous Work: Furnish all labor, materials, and equipment for all other miscellaneous work in accordance with the plans and specifications.	LUMP SUM	1	\$ 293,700	\$ 293,700
Total Items No. 201 to 213				\$ 9,400,600	

BID SCHEDULE III – 1.0 MG WELDED STEEL TANK 3-5 AERATION RESERVOIR (W15003):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
301.	<u>Mobilization/Demobilization:</u> Mobilization, site preparation, and cleanup (including additional effort required for "no on-site construction period")	LUMP SUM	1	\$174,200	\$174,200
302.	<u>Over-excavate:</u> Over-excavate and re-compact material under new tank and foundation and related work in accordance with the plans, and specifications.	LUMP SUM	1	\$ 64,600	\$64,600
303.	<u>Foundation:</u> Furnish all labor, materials, equipment to construct a reinforced concrete foundation with anchor bolts and chairs. Furnish and install 6" crushed rock under the reservoir and related work in accordance with specifications and plans.	LUMP SUM	1	\$ 207,800	\$207,800
304.	<u>Welded Reservoir:</u> Furnish all labor, materials and equipment to fabricate, erect and test a new 1.0 MG welded steel reservoir (80' Dia. x 35' High), with all appurtenances and related work in accordance with the plans and specifications.	LUMP SUM	1	\$1,242,800	\$1,242,800
305.	<u>Coating/Painting:</u> Furnish all labor, materials and equipment to prepare surfaces, coat interior with an epoxy coating system, paint exterior with an epoxy/urethane, cure and all related work.	LUMP SUM	1	\$296,100	\$296,100
306.	<u>Inlet and Outlet Piping:</u> Furnish, install and test inlet and outlet piping, including connection to reservoir nozzles and tie-in to site piping. Work shall include all valves, flexible expansion, check valves, fittings, pipe supports, bollards, and all related work in accordance with specifications and plans.	LUMP SUM	1	\$668,300	\$668,300
307.	<u>Cathodic Protection System:</u> Furnish, install and test cathodic protection system. Work shall include handholes and ports, anodes, wiring, potential meter and enclosure and all related work in accordance with specifications and plans.	LUMP SUM	1	\$20,600	\$ 20,600
308.	<u>Disinfection:</u> Furnish all labor, material and equipment to prepare surfaces and disinfect interior and filling of the reservoir.	LUMP SUM	1	\$ 6,000	\$ 6,000

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
309.	Dehumidification (Optional Bid Item): If determined necessary by the District, furnish all labor, materials, equipment and fuel for dehumidification system for reservoir interior work, including curing of coatings and all related work in accordance with the specifications if required.	EACH WEEK	6	\$2,900	\$ 17,400
Total Items No. 301 to 309				\$ 2,697,800	

TOTAL COST: BID SCHEDULE I – SITE IMPROVEMENTS (W15006):	\$ 1,031,000
TOTAL COST: BID SCHEDULE II – 4-3 PUMPING STATION (W15004):	\$ 9,400,600
TOTAL COST: BID SCHEDULE III – 1.0 MG WELDED STEEL TANK 3-5 AERATION RESERVOIR (W15003):	\$ 2,697,800
GRAND TOTAL OF BID SCHEDULES I, II, & III	\$ 13,129,400

ADDENDA

Bidder acknowledges receipt of the following Addenda:

<u>1</u>	Dated <u>05/07/25</u>
<u>2</u>	Dated <u>05/12/25</u>
_____	Dated _____
_____	Dated _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDING SHEET

In the blanks provided, fill in the prices at which you propose to furnish the scheduled construction, including all labor, materials, equipment, work and methods necessary to complete the work, and all applicable sales and use taxes imposed pursuant to the laws of the State of California.

Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurements or units of work completed. When discrepancies occur between words and figures, the words shall govern.

Bidders are advised that they must include a proportional amount of overhead, profit, etc., within the Bid prices for each Bid, since the schedule of Bid under which award will be made, if made, will be determined by the Owner after the Bids have been received.

The Owner's policy is to award to the lowest responsive and responsible bidder. However, bidders are advised that the Owner reserves the right to reject any/or all Bids.

BID GUARANTIES

There is enclosed herewith cash, a cashier's check or certified check or bid bond in the sum of not less than ten (10) percent of the base bid of _____ Bid Bond (\$ _____), made payable to the West Valley Water District, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the bid guaranties and the money payable thereon shall be and remain the properties of the WEST VALLEY WATER DISTRICT.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Drawings and Specifications and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all security regulations enforced at this facility.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et. seq., of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid, and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the Work in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portions himself and he shall not be permitted to subcontract that portion of the Work except under conditions permitted by law.

Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

Trade	% of Work To Be Done	Subcontractor - Address
Reservoir Tank & Tank Coating	10%	Paso Robles Tank 3883 Wentworth Dr, Hemet, CA
Painting & Coating	1%	AJ Special Coatings 17881 Bangor Ave, Hesperia, CA
Fencing	1%	FenceCorp 18440 Van Buren Blvd., Riverside, CA
Electrical & IC	15.5%	Hydrotech Electric 37707 Green Knolls Rd, Winchester CA

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

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Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

Trade	% of Work To Be Done	Subcontractor - Address
Masonry	1.3%	Masonry Solutions 10704 Valley Dr., Riverside, CA
Roofing	1.4%	Sylvester Roofing 2255 Barham Dr., Escondido, CA
HVAC	1%	Anderson Air Conditioning 2100 E. Walnut Ave, Fullerton, CA
Paving	0.9%	ABC Resources Inc. 1527 W State Street, Ontario, CA

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>
<u>All Materials Required for the Project</u>	Vertical Turbine Pumps - Franklin Electric
Butterfly Valves - Mueller	MCC/Switchgear - ABB
Control Valves - Cla-Val	Genset - Quinn Power
Gate Valves - Mueller	
Check Valves - Mueller	

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

NOTE:

THIS MATERIAL LIST ONLY LISTS MAJOR MATERIALS AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INCLUDE IN HIS BID ALL MATERIALS REQUIRED TO COMPLETE THIS PROJECT IN A PROPER WORKMANSHIP MANNER.

*Use second sheet, if necessary, to list additional materials.

CERTIFICATION


Labor Code - Section 1861

I, the undersigned Bidder, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I, will comply with such provisions before commencing the performance of the Work of this Contract.

BIDDER:

Caliagua Inc.

Company Name



Signature of Authorized Representative

Gus Bruner

Name (Please Type)

President

Title

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**


The Bidder represents that he has (X), has not () participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (X), has not () filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

Caliagua Inc.

Company Name



(Signature)

Gus Bruner

(Type Name)

President

(Title)

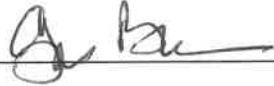
CONTRACTOR'S LICENSING STATEMENT

I, the undersigned Contractor, am aware of Business and Profession Code Section 7028.15 and understands the information shown below shall be included with the bid. Any bid not containing this information, or information is subsequently proven to be false shall be considered non-responsive and shall be rejected.

Name of Contractor Caliagua Inc.
Business Address 4930 E La Palma Avenue
Anaheim CA 92807

Corporation organized
under the laws of the
State of California
State License No. 359728
State License Classification A, B, C-4, C-36
State License Expiration Date 07/31/2026

I certify under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

SIGNED 
TITLE President
DATE 05/06/2025

NON-COLLUSION AFFIDAVIT
(PUBLIC CONTRACT CODE SECTION 7106)

This document is to be included, executed, and returned with bid.

Gus Bruner, being first duly sworn, deposes and says that he or she
is President
(Title)

of Caliagua Inc.,
(Company Name)

the party making the foregoing Bid; that the Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed: _____



President

Title

WEST VALLEY WATER DISTRICT

**SECTION 2.4
OF
PROCEDURAL DOCUMENTS**

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, Caliaqua, Inc. _____, and Travelers Casualty and Surety Company of America _____ as Surety, are hereby held and firmly bound unto the **WEST VALLEY WATER DISTRICT**, as Owner in the penal sum of

Ten Percent (10%) of the Amount Bid
for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 7th day of May, 2025.

This Condition of the above obligation is such that whereas the Principal has submitted to the **WEST VALLEY WATER DISTRICT** a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for:

LORD RANCH WATER FACILITIES

NOW THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after acceptance, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the Oblige and judgement is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses

PRINCIPAL: Caliaqua, Inc.

BY 

TITLE President

ATTEST (If Corporation):

By  , Ryan Ricard

Title Estimator

(Corporate Seal)

ATTEST:

By _____

Title _____

(Corporate Seal)

SURETY: Travelers Casualty and Surety Company of America

By 
Dwight Relly

Title Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is finances, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Travelers Casualty and Surety Company of America

21680 Gateway Center Dr.

Diamond Bar, CA 91765

**(Name and Address of Agent or
representative in California, if
different from above)**

Commercial Surety Bond Agency

1411 N. Batavia St., Suite 201

Orange, CA 92867

**(Telephone number of Surety
and Agent or Representative in
California)**

Surety: (909) 612-3000 / Agent: (714) 516-1232

ACKNOWLEDGMENT

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

State of California


County of Orange

On 05/07/2025 before me, Laura R.M. Conlon, Notary Public
(Insert name and title of the officer)

personally appeared Dwight Reilly,
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  (Seal)
Laura R.M. Conlon





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Arturo Ayala, Daniel Huckabay, Adrian Langrell, Chelsea Liberatore, Frank Morones, R. Nappi, Shauna Rozelle Ostrom, Dwight Reilly, Ben Stong, Michael D Stong, Magdalena R Wolfe, Benjamin Wolfe of Orange, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 16th day of February, 2024.



State of Connecticut

City of Hartford ss.

On this the 16th day of February, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



By: 
 Bryce Grissom, Senior Vice President


 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of May, 2025




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Nº 6516

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

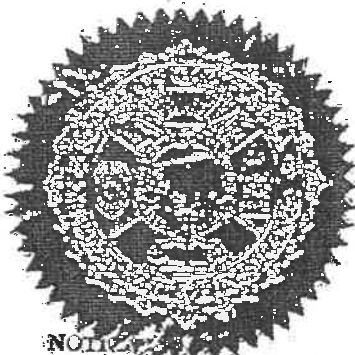
This Is to Certify, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the
laws of Connecticut, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 1st day
of July, 1927, I have hereunto set
my hand and caused my official seal to be affixed this 16th
day of June, 1927.



By

Chuck Quackenbush
Insurance Commissioner

Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporation Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

ATTACHMENT C:

BIDDER'S STATEMENT OF EXPERIENCE, FINANCIAL CONDITION AND REFERENCES

How many years of experience in construction work has your organization had? 46

The following outline is a record of the undersigned Bidder's experience as described in Attachment B Bidding Instructions – "Qualified Bidders" for projects of a type similar in magnitude and character to that contemplated under this Contract. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact. The Owner reserves the right to contact such project references for verification of details included on the attached statements provided by the contractor.

Note: Contractor may attach this same form for additional project references as necessary/required.

Owner's Name: Orange County Water District
Contact Person: Fernando Almario
Address of Owner: 18700 Ward Street, Fountain Valley, CA 92708
Phone: (714)-378-8220
Project Description: PFAS treatment System and effluent conveyance
Bid Cost: \$20,577,002
Final Cost: \$26,689,012
Initial Contractual Project Duration (Calendar Days, and Contractual Final Completion Date): 620 days, 18-Jun-25
Actual Contractual Duration (Calendar Days, and Date of Final Completion): 606 Days, 03-Jun-25
Contractually Approved Time Extensions (Issued via Change Order - Provide Date and Calendar Days): 03/15/2025 - 25 Days
Quantity of Pumps Installed: 5 Size of Pumps Installed (HP): 200 HP (5)
Pump Building (Y/N): Yes Size of Pump Building (SF): 1,300 SF
Pump Building Type (Framed/Masonry/Steel/Etc.): Masonry
Switchboard & Motor Control Center First Submittal Date: 10/25/2023
Final Submittal Return by Owner Date (Iteration & Date): 10/30/2023
Switchboard & Motor Control Center Released for Production Date: 10/30/2023
Switchboard & Motor Control Center Install Date: 11/27/2024

Additional Project Details:

Performing activities within an active and operational plant site; installation of steel weld reservoirs and necessary appurtenances; installation of above and below ground welded steel pipe; SCADA integration and coordination; Generator procurement, installation, and permitting; Implementation of Environmental mitigation measures and compliance with training; SWPPP Development, Implementation, Reporting & Uploading, and Close-out.

As a part of this supporting document, submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of your financial condition. The Bidder may submit this supporting document in a sealed envelope labeled "CONFIDENTIAL".

ATTACHMENT C:

BIDDER'S STATEMENT OF EXPERIENCE, FINANCIAL CONDITION AND REFERENCES

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Note: Contractor may attach this same form for additional project references as necessary/required.

Owner's Name: City of Anaheim
Contact Person: Kieler Smith -
Address of Owner: 200 S. Anaheim Blvd, Anaheim CA
Phone: (949) - 892-8330
Project Description: Demo portions of existing pump station and provide Improvements
Bid Cost: \$9,600,897
Final Cost: \$10,153,826
Initial Contractual Project Duration (Calendar Days, and Contractual Final Completion Date): 467 days, 21-May-21
Actual Contractual Duration (Calendar Days, and Date of Final Completion): 467 Days, 21-May-21
Contractually Approved Time Extensions (Issued via Change Order - Provide Date and Calendar Days): 05/05/2020 - 152 Days
Quantity of Pumps Installed: 11 Size of Pumps Installed (HP): 100 HP (2), 200 HP (3), 300 HP (1)
Pump Building (Y/N): Yes Size of Pump Building (SF): 2,000 SF
Pump Building Type (Framed/Masonry/Steel/Etc.): Masonry
Switchboard & Motor Control Center First Submittal Date: 02/20/2020
Final Submittal Return by Owner Date (Iteration & Date): 04/27/2020
Switchboard & Motor Control Center Released for Production Date: 04/27/2020
Switchboard & Motor Control Center Install Date: 11/25/2020

Additional Project Details: Performing activities within an active and operational plant site; installation of above and below ground welded steel pipe; SCADA integration and coordination; Generator procurement, installation, and permitting; Implementation of Environmental mitigation measures and compliance with training; SWPPP Development, Implementation, Reporting & Uploading, and Close-out.

As a part of this supporting document, submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of your financial condition. The Bidder may submit this supporting document in a sealed envelope labeled "CONFIDENTIAL".

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Note: Contractor may attach this same form for additional project references as necessary/required.

Owner's Name: The Newhall Land and Farming Company
Contact Person: Bob Brazell
Address of Owner: 25124 Springfield Court, Suite 300, Valencia, CA 91355
Phone: 661-510-1969
Project Description: PW and RW Booster Pump Stations
Bid Cost: \$7,797,054.30
Final Cost: On-Going
Initial Contractual Project Duration (Calendar Days, and Contractual Final Completion Date): 433 days, 15-Sep-26
Actual Contractual Duration (Calendar Days, and Date of Final Completion): On-Going
Contractually Approved Time Extensions (Issued via Change Order - Provide Date and Calendar Days): On-Going
Quantity of Pumps Installed: 7 Size of Pumps Installed (HP): 75 HP (3), 100 HP (4)
Pump Building (Y/N): Yes, 2 Size of Pump Building (SF): 1300 sf (2)
Pump Building Type (Framed/Masonry/Steel/Etc.): Masonry
Switchboard & Motor Control Center First Submittal Date: On-Going
Final Submittal Return by Owner Date (Iteration & Date): On-Going
Switchboard & Motor Control Center Released for Production Date: On-Going
Switchboard & Motor Control Center Install Date: On-Going
Additional Project Details: Installation of above and below ground welded steel pipe; SCADA integration and coordination; Implementation of Environmental mitigation measures and compliance with training; SWPPP Development, Implementation, Reporting & Uploading, and Close-out.

As a part of this supporting document, submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of your financial condition. The Bidder may submit this supporting document in a sealed envelope labeled "CONFIDENTIAL".

February 26, 2025

Re: Caliagua, Inc.
Surety Pre-Qualification Letter

To Whom It May Concern,

Caliagua, Inc. is a valued surety client of Travelers Casualty and Surety Company of America and has asked us to write to you regarding their bond capacity. We understand that you are considering them for future projects. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as \$60,000,000.00 within an aggregate program of \$120,000,000.00.

Our investigation of Caliagua, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.

Based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to Caliagua, Inc.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Caliagua, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

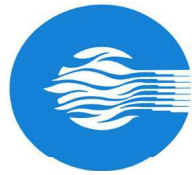
Travelers Casualty and Surety Company of America is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A++ (Superior) XV by A.M. Best.

Regards,



Connor Carlson
Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA



Contractor List of References & Experience (Page 15)

Customer	Design Engineer	Completed	Job # & Description	Contract Amount
Woodbridge Pacific Homes c/o City of Chino Hills 27271 Las Ramblas, #100 Mission Viejo PM: Robert Richards (949) 445-4612	Husaker & Assoc. Design Engineer	Mar-16	#438 Canyon Hills Booster Pump Sta. and Sewer Lft Station Complex Chino Hills	\$3,419,061
CA Rasmussen c/o LA Metro 28548 Livingston Ave., Valencia CA 91355 PM: Thomas Tan 805-331-0831	HNTB Design Engineer	Jun-18	#440 Bob Hope Airport Metro Station Water & Storm Drain Util. Burbank	\$289,201
County of San Bernardino 232 W. Hospitality Ln, 2nd Floor San Bernardino, CA 92415-0450 PM: Gary Martin, 760-962-1521	San Bern County Design Engineer	Mar-19	#441 Cedar Glen Hydropneumatic Pump Station Lake Arrowhead	\$436,146
Security Paving Company c/o CADOT 13170 Telfair Ave., Sylmar, CA PM: Pedro Santos 661-873-0495	CADOT Design Engineer	Jan-19	#442 Delaware Sand Filter Misc Metals South Lake Tahoe	\$21,295
Santa Fe Springs Public Works 1170 E. Telegraph Road Santa Fe Springs CA 90670 PM: Daniel Reyes (310)953-5688	Santa Fe Springs Engineering Dept. Design-Build	Sep-18	#443 Imperial Highway Underpass Storm Pump Retrofit Santa Fe Springs	\$78,879
Security Paving Company c/o CADOT 13170 Telfair Ave., Sylmar, CA PM: Mark Witgraff (661)742-3184	CADOT Parsons	Dec-19	#444 Belle Terrace Pumping Plant Storm Drain Pump Station Mechanical, Misc. Metals, Electrical	\$1,645,852
City of Fullerton 1580 W. Commonwealth Ave. Fullerton CA 92833 PM: Dan Diaz (714)738-5344	Kennedy/Jenks Consultants Irvine, CA Daniel J Wright	Jan-20	#445 City of Fullerton Storm Drain Pump Station Annual & Monthly Maintenance	\$30,000
Griffith Company and S.J. Amoroso c/o LA Dept. of Parks & Recreation 12200 Bloomfield, Santa Fe Springs CA PM: Brad Austin and Nathan Lopez	PACE AHBE	Sept-20	#446 Earvin Magic Sports Park Diversion Storm Drain Pump Station Mechanical, Misc. Metals, Electrical	\$1,675,937
City of Anaheim 200 S. Anaheim Blvd., Anaheim CA CM: Michael Baker Int'l CM: Kieler Smith - 949-892-8330	AKM Consulting Engineers	Sept-21	#447 Linda Vista Complex Pump Station Phase II Improvements Potable Water Improvements	\$9,600,897
CADOT 07-OKO214 c/o Ortiz Const. GC Rte 5 & Avery Parkway Ortiz Const. 6 Cushing, Ste 200, Irvine, CA 92618	CADOT	Apr-22	#448 Rte 5 Widening in Mission Viejo Communication Hub Bldg.	\$862,198
EMWD 2270 Trumble Road Perris, CA 92572-8300	Krieger & Stewart	Feb-22	#449 Lake Skinner Lift Station No. 1	\$976,570



Contractor List of References & Experience (Page 16)

Customer	Design Engineer	Completed	Job # & Description	Contract Amount
City of Chino 13220 Central Ave, 2nd Floor Chino, CA 91710	Dudek & Assoc. Encinitas, CA	Nov-22	#450 Benson Ave. Permanent Sewer Lift Station	\$1,035,713
Hensel Phelps / Herzog JV c/o Los Angeles County Metropolitan Trans. 6171 W. Century Blvd, Ste 250 Los Angeles, CA 90045	Gruen Assoc. Los Angeles, CA	Apr-22	#451 AMC Site Work & Rail Systems Project - Precast Cisterns & Earth Retention	\$4,293,114
Skanska USA Civil West CA c/o San Gabriel Valley Council of Gov. 1995 Agua Mansa Rd Riverside, CA	Biggs Cardosa Assoc. Orange, CA	est. Sep-22	#452 Fullerton Rd Grade Separation Stormwater & Groundwater Pump Stations	\$4,156,095
Griffith Company c/o San Diego International Airport 10660 Scripps Ranch Blvd, Ste 100 San Diego, CA 92131	Jacobs Engineering San Diego, CA	est. Apr-23	#454 ADP Airside Improvements Cistern Stormwater Pump Station & Control Building	\$4,599,153
Griffith Company c/o Union Pacific Railroad Company 3050 E. Birch St. Brea, CA 92821	Arcadis Coeur D'Alene, ID	est. May-23	#456 UPRR Marne Intermodal Facility Wastewater Lift Station	\$1,528,424
Long Beach Water Dept. 1800 E. Wardlow Rd Long Beach, CA 90807-4931 PM: Danna Monzon 562-822-2461	Wood Rodgers Sacramento, CA	est. Sept-23	#457 North Long Beach Wells 13 & 14 Equipping	\$4,469,751
OHL USA 1920 Main Street, Suite 310 Irvine, CA 92614 Attn: Craig Hulse 949-610-6650	Carollo Engineers	Nov-23	#458 LACSD: Valencia Water Reclaim Plant Advanced Treatment Facility Time & Material Work	\$69,735
Orange County Water District 18700 Ward Street Fountain Valley, CA 92708 PM: Fernando Almario 714-378-8220	Jacobs Engineering Irvine, CA	est. Sep-24	\$459 PFAS Treatment System & Effluent Conveyance City of Tustin	\$26,963,652
Rudder Development c/o Trabuco Canyon Water District 20371 Irvine Ave., Suite 150 Newport Beach, CA 92660	Hunsaker & Associates Irvine, CA	est. May-23	#461 Saddlecrest Booster Pump Station and Reservoir Time & Material Work	\$257,345
Griffith Company c/o City of Santa Ana 3050 E. Birch St. Brea, CA 92821	Tetra Tech Irvine, CA	est. May-23	#462 San Lorenzo Sewer Lift Station Time & Material Work	\$84,665
City of Pasadena 150 S. Los Robles Ave, Suite 200 Pasadena, CA 91101 Michele Carina, P.E. (626) 744-7012	Civiltec Engineering Monrovia, CA	est. Aug-24	#463 Garfield Replacement Well	\$3,304,707



Contractor List of References & Experience (Page 17)

Customer	Design Engineer	Completed	Job # & Description	Contract Amount
Orange County Water District 18700 Ward Street Fountain Valley, CA 92708 PM: Fernando Almario 714-378-8220	Kennedy Jenks Irvine, CA	est. Sep-24	#464 PFAS Treatment System @ Well Nos. 20, 21 & 22 City of Orange	\$9,857,623
Walt Disney / Stanley Living RM, LLC D.L. Meacham California, LLC PO Box 431789, Huston TX 77243 PM: Carrie Wicks, (850) 776-0649	Kimley-Horn Plantation, Florida	est. Jul-24	#465 Cotino Crystal Lagoon 72700 Frank Sinatra Drive Rancho Mirage, CA 92270	\$10,515,903
CADOT #08-1H3904 - I-15 Trk Inspection Sub-Contract w/ Powell Constructors 8555 Banana Avenue, Fontana CA PM Ray Delgadillo, (909) 684-4973	CA Dept. of Trans.	est. Mar-24	#466 Water & Wastewater Facilities for Truck Inspection Station	\$1,451,000
Palmdale W.D. - Well 36 Equipping No of E. Rancho Vista Blvd @ 15th St. East Palmdale WD - 2029 E. Ave Q. Palmdale PM = Daniel Maldonado 661-441-5940	Hazen & Sawyer Irvine, CA	est. June 2025	#469 Equipping of Well #36	\$4,301,210
Orange County Water District Santa Ana: PFAS WTP Well Nos 27 & 28 Santiago Park Nature Reserve PM for OCWD - aperry@ocwd.com	Stantec Irvine, CA	est. June 2026	#470 PFAS Treatment System @ Well Nos. 27 & 28	\$12,327,491
Santa Clarita Valley Water Agency Telemark Potable & Recycled Booster Sta. Mission Village, Santa Clarita CA PM - Robert Banuelos (SCVWA)	Cannon / Hunsaker Assoc	est. June 2026	#471 Telemark Potable Water & Recycled Water Booster Pump Sta.	\$7,797,054
Coachell Valley Water District WRP 10 Filter Assessment & Repairs Water Reclamation Plant No. 10 PM	Black & Veatch	est Dec. 2026	#473 WRP #10 Filter Assessment & Repairs	\$18,079,300
Los Angeles County Sanitation Dist. c/o Hensel Phelps Construction, Inc. Whittier Narrow Sewage Pump Station PM @ HP - Kyle Hoffman	Los Angeles County Sanitation Districts.	est Dec. 2026	#475 Whittier Narrow Sewage Lift Station	\$8,434,243

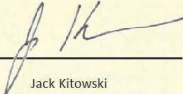
California Environmental Protection Agency
Air Resources Board

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to
CALIAGUA INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

238129

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



State of California
Department of
Industrial Relations

[Public Works Support](#)

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[eCPR Search](#)

[Contractor Registration Search](#)

[Project Registration Search](#)

[Register](#)

[Home](#) ➤ [Customer Account Lookup](#) ➤ 1000032515 - CALIAGUA, INC.

1000032515 - CALIAGUA, INC.

Customer Account Lookup

PWCR

1000032515

Contractor Status

DIR Approved

CSLB

359728

Business Phone

7142738595

Ext

Registration Start Date

Legal Entity Name

Doing Business As (DBA)

Business Structure

President

Email

Registration End Date

Crafts

☐ Carpenter

☐ Cement Mason

☐ General Building

☐ General Engineering

☐ Laborer and Related Classifications

☐ Operating Engineer

☐ Plumber

Address

Mailing Address

Mailing Address - City

Mailing Address - State

CA

Mailing Address - Zip

92807

Mailing Address - Country

United States of America

Physical Address

4930 E. La Palma Ave.

Physical Address - City

Anaheim

Physical Address - State

CA

Physical Address - Zip

92807

Physical Address - Country

United States of America

Related Lists

Registration Dates (8)

[Terms & Conditions](#)

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[Accessibility](#)

Copyright 2024 State of California

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (X), has not () participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (X), has not () filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

Maddox Electric Inc. DBA Hydrotech Electric
Company Name

Satina Nagel
(Signature)

Satina Nagel
(Type Name)

Office Manager
(Title)



CARB Compliance

To Whom It May Concern,

Maddox Electric Inc. DBA Hydrotech Electric does not have any CARB off-road use regulated vehicles. Maddox Electric Inc. DBA Hydrotech Electric fleet vehicles consist of California street legal, smogged, DMV registered work trucks.

Thank you,

Linda Nagel

Linda Nagel

President

37707 Green Knolls Road
Winchester Ca. 92596
Office 909 948-1908

DIR# 1000001266
CLSB #977838
WBE Certified



**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (), has not (x) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (), has not (x) filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

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BIDDER:

ABC Resources, Inc.

Company Name



(Signature)

Isaiah Portillo

(Type Name)

(Title)

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (☐) has not (☒) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (☐) has not (☒) filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

AJ SPECIAL COATINGS, INC.

Company Name

(Signature) 

JUSTIN ORTEGA

(Type Name)

CFO

(Title)

1.3 Public Works Contractor Registration Certification

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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

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

Name of Bidder: AJ SPECIAL COATINGS, INC

DIR Registration Number: 1000458623

Bidder further acknowledges:

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

Signature: _____

Name and Title: JUSTIN ORTEGA - CFO

Dated: 05-15-2025

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (X), has not () participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (X), has not () filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

FENCECORP INC.
Company Name


(Signature)

STEVEN VAN DIEN
(Type Name)

Estimator
(Title)

1.3 Public Works Contractor Registration Certification

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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

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

Name of Bidder: FENCECORP INC.

DIR Registration Number: 1000000850 EX 6-30-2025

Bidder further acknowledges:

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

Signature: 

Name and Title: STEVEN VAN DIEN

Dated: 5-15-2025



CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Advanced Clean Fleets Regulation
Truck and Bus Regulation

Issued to: Fenceworks LLC

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has reported compliance with:

Title 13 CCR sections 2013 - 2016 (Advanced Clean Fleets Regulation)

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2025**

Jack Kitowski

Jack Kitowski
Division Chief, Mobile Source Control
Division California Air Resources Board

Printed on 2025-05-09

1 Vehicles

TRUCRS Fleet Identification

89683

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

California Environmental Protection Agency
Air Resources Board

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

FENCEWORKS INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

13580

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

1.3 Public Works Contractor Registration Certification

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

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

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

Name of Bidder: Masonry Solutions.

DIR Registration Number: 1000548424

Bidder further acknowledges:

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

Signature: Armando Echeverria

Name and Title: Armando Echeverria - President

Dated: 5/15/25

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (☒) has not (☐) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (☒) has not (☐) filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

Masonry Solutions

Company Name

Armando Echeverria

(Signature)

Armando Echeverria

(Type Name)

President

(Title)

California Environmental Protection Agency
Air Resources Board

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

PASO ROBLES TANK, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**


Jack Kibowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

5751

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (☒), has not (☐) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (☒), has not (☐) filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

Paso Robles Tank, Inc

Company Name



(Signature)

Shane P. Womble

(Type Name)

President | Secretary

(Title)



STAFF REPORT

DATE: June 25, 2025

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Change Order No. 1 with Merlin Johnson Construction Inc. for the Zone 7 - 18-Inch Transmission Main Crossing Ontario I-15 Freeway Project

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

A. Increase System Capacity for Anticipated Growth

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices

A. Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

N/A

BACKGROUND:

On March 20, 2025, West Valley Water District (“District”) entered into an Agreement with Merlin Johnson Construction, Inc. (“Contractor”) for the construction of the 18-inch Transmission Main Crossing Ontario I-15 Freeway Project (“Project”). The Project was designed to install a new 18-inch (18”) water pipeline approximately 580 linear feet, connecting to an existing 18” transmission main at Lytle Creek Road, bore under the Ontario I-15 freeway with a 36” steel casing within Caltrans right-of-way, and terminate at Citrus Avenue in anticipation of the future development within the area.

DISCUSSION:

On May 14, 2025, during a utility potholing in the areas adjacent to the freeway, the Contractor encountered boulders in the size of 30” in diameter. The designed steel casing was intended to bore through rocks that are about 12” in diameter. Given the large-size boulders observed at the project site, the following changes were recommended by the Contractor:

- Increasing the steel casing size from 36” to 48” in diameter.
- Hand-mining, in lieu of boring, underneath across the freeway to install the steel casing.

Based on the past project experience, boring equipment would likely be damaged and the boring path would be deflected or altered when encountering large-size (30" or larger) boulders. Hand-mining method is expected to require an additional 74 calendar days to complete the crossing of the freeway but is considered the most efficient and cost-effective approach with the given field condition.

- Replacing spacers with redwood skids to support the 18" water pipeline at the center of the steel casing. This material change will reduce the project cost by \$58,000.

After further review and discussion with the design consultant and a third-party boring-specialized contractor, Staff determined that the recommended method is the most cost-effective approach in completing the project successfully.

The expected construction duration will be extended by 74 calendar days for a total of 254 calendar days.

FISCAL IMPACT:

This Project was included in the Fiscal Year 2024/2025 Capital Improvement Budget under Project No. W21007 Zone 7 – 18" Transmission Main Crossing Ontario I-15 Freeway Project. Additional funds will be allocated in the Fiscal Year 2025/2026 Capital Improvement Budget for project completion.

This change order will increase the contract amount by \$583,015, for a total of \$1,912,490.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to:

1. Approve Change Order No. 1 in the amount of \$583,015 with Merlin Johnson Construction, Inc. for the construction of the 18-inch Transmission Main Crossing Ontario I-15 Freeway Project and;
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - MJC Change Order 1.pdf](#)

SECTION 2.11
of
PROCEDURAL DOCUMENTS

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Merlin Johnson Construction, Inc.
P.O. Box 777
Mentone, CA 92359

PROJECT: 18-Inch Transmission Main Crossing
Ontario I-15 Freeway Project

Change Order No. 1 Agreement Date: March 20, 2025

Date: July 17, 2025 Sheet 1 of 3

I. The following changes are hereby made to the Contract Documents:

<u>ITEM NO.</u>	<u>EXTRA WORK DESCRIPTION</u>	<u>ADD</u>	<u>DEDUCT</u>	<u>ADDITIONAL CALENDAR DAYS</u>
1	Increasing steel casing size from 36" to 48" in diameter.	\$94,500		
2	Hand-mining across the I-15 freeway, in lieu of boring.	\$546,515		74
3	Using redwood skids, in lieu of spacers, to support the 18" water pipeline at the center of steel casing		(\$58,000)	
	TOTALS	\$641,015	(\$58,000)	74 Days
TOTAL AMOUNT FOR CHANGE ORDER NO. 1				\$583,015

II. CONTRACT TIME

Seventy-four (74) additional calendar days to be added to the contract for this change order.

III. JUSTIFICATION:

Item No. 1: 36" diameter steel casing will only work if the underground rocks are in the size of 12" diameter or less. Based on the observation during utility potholing, the boulders in the area can be 30" or larger which requires hand-mining through a 48" diameter casing.

Item No. 3: Spacers can be replaced with redwood skids to support the 18” water pipeline in the center of the steel casing during installation. This material change will result in a credit of \$58,000.

_____ Recommended By (General Manager)	<u>John Thiel</u> _____ (Print Name)	_____ Date
--	--	---------------

_____ Accepted By (Owner)	_____ (Print Name)	_____ Date
------------------------------	-----------------------	---------------



STAFF REPORT

DATE: June 25, 2025

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Award of Contract for the Bloomington Alleyway Main Replacement Project – Phase 3C

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

A. Increase System Capacity for Anticipated Growth

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices

A. Increase Operational Efficiency, Resiliency, and Reliability

MEETING HISTORY:

N/A

BACKGROUND:

Currently, a portion of the water distribution system in Bloomington - including mains, service lines, and valves, are located within the rear alleyways behind residential properties. Over the years, the construction of fences and buildings in the alleyway has restricted WVWD's ability to access meters, locate shut-off valves, and perform both routine and emergency maintenance activities.

To resolve these access limitations and improve overall system reliability, WVWD proposes the construction of approximately 4,400 linear feet of 8-inch and 4,000 linear feet of 24-inch cement-lined, mortar-coated, fully welded steel pipeline within the public right-of-way. The pipeline installation will occur along 8th Street, between Locust and Cedar Avenue, and along Maple Avenue, between 7th and 8th Street. The project also includes the relocation of 106 service laterals from the rear alleyways to the front of the associated properties, the installation of 11 new fire hydrants, and the connections of the new pipelines to existing waterlines within the paved right-of-way.

The District contracted with a design consultant to prepare the construction bid documents for Phase 3C. The Request for Bids was subsequently advertised through PlanetBids to contractors on the District's preapproved pipeline contractors list.

The West Valley Water District (WVWD), in partnership with San Bernardino County 5th District Supervisor Joe Baca Junior, has secured a \$1.5 million investment to support the Bloomington Alleyway Water Main Replacement Project – Phase 3C. This critical infrastructure project aims to enhance fire flow, improve emergency response capabilities, and provide a more dependable and reliable water supply for residents of Bloomington.

DISCUSSION:

As part of the bidding process, a mandatory pre-bid job walk was conducted to provide prospective contractors with an overview of the project scope and site conditions. The job walk was well-attended, with six (6) contractors participating. Following the job-walk, the District received four (4) formal bids for the project. A summary of the bids received is presented in the table below for reference.

<u>Bidder</u>	<u>Amount</u>
TK Construction	\$4,642,034.71
Norstar Plumbing & Engineering Inc.	\$5,176,220.86
C.P. Construction Co., Inc.	\$6,299,085.00
Merlin Johnson Contractors, Inc.	\$6,965,592.00
Engineers Estimate	\$5,134,724.00

As part of the bid schedule, staff identified an alternative bid item to grind and overlay the asphalt paving cap per the County of San Bernardino Department of Public Works requirements that the County may require following the completion of the work. TK Construction provided a cost for the alternative bid item that would increase the bid amount by \$217,397.61 if the County inspectors require the additional paving work following the project construction activities.

A copy of the received bid from TK Construction is included with the staff report as Exhibit A.

Staff also requested the design engineer, Albert A. Webb Associates (Webb), provide a proposal to perform engineering services during construction. These services will include traditional project management responsibilities of the Engineer of Record such as responding to requests for information from the Contractor and providing design intent responses. Webb has included these services in their proposal attached as Exhibit B.

The expected construction duration for the proposal is 240 working days.

FISCAL IMPACT:

This project is included in the five-year funding schedule for the Fiscal Year 2025/26 Capital Improvement Plan (CIP) Budget. Sufficient funds have been allocated within the project budget to cover the anticipated costs. The recommended activities described in this staff report includes a construction contract award of \$4,859,432.32 plus the engineering services during construction contract of \$145,600.00, which are both within the CIP budget.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to:

1. Approve a Construction Contract with TK Construction in the amount of \$4,859,432.32 for the Bloomington Alleyway Water Main Replacement Project – Phase 3C (W25037); and
2. Approve a New Task Order with Albert A. Webb Associates in the amount of \$145,600.00 for Engineering Services during construction for the project; and
3. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - TK Construction Bid.pdf](#)

[Exhibit B - New Task Order with Webb.pdf](#)

EXHIBIT A

WEST VALLEY WATER DISTRICT

SECTION 2.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of ZONE 2 WATERLINE AND SERVICE RELOCATION IN THE BLOOMINGTON AREA, 8TH STREET AND MAPLE AVENUE PHASE IIC (W25307), hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as (a corporation), (a partnership) or (an individual)

A Corporation

*

To the WEST VALLEY WATER DISTRICT, hereinafter called "District":

In compliance with your Request for Proposal and Information for Bidders, Bidder hereby proposes to perform all work for the installation of water facilities and appurtenances per attached material list and bid schedule in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated herein.

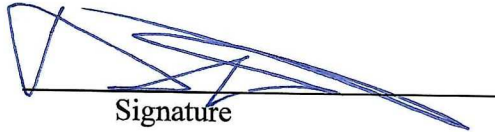
By submission of this Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization that this Bid has been arrived independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within **Two Hundred Forty (240) working days** thereafter.

Bidder agrees with the District that if the Project is not fully completed within said time, he will pay as liquidated damages, the sum of **\$1,000** for each consecutive calendar day thereafter as provided in Section 3.15.03 of the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by District in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

* Select applicable one.

RESPECTFULLY SUBMITTED:


Signature

P.O. Box 9608, San Bernardino, CA 92427

Address

Vice President

Title

May 16, 2025

Date

811801

Contractor's License No.

Class A, C-34

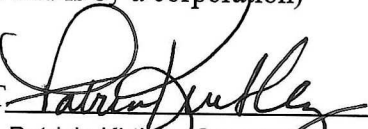
Type of License

20-4179624

Federal I.D. No.

(Seal – if Bid is by a corporation)

ATTEST


Patricia Kirtley - Secretary/Treasurer



WEST VALLEY WATER DISTRICT

MATERIAL LIST and BID SCHEDULE

**PROJECT: ZONE 2 WATERLINE AND SERVICE RELOCATION IN THE
BLOOMINGTON AREA, 8TH STREET AND MAPLE AVENUE PHASE IIIC
(W25307)**

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
1	1	LS	Mobilization, Demobilization, Bonds, Insurance	<u>\$ 80,000.00</u>	<u>\$ 80,000.00</u>
2	1	LS	Pre-Construction Video And Completing As-Builts	<u>\$ 800.00</u>	<u>\$ 800.00</u>
3	4,769	LF	Furnish & Install 8" Dia. CML/C, Class 150, Steel Pipeline including roping	<u>\$ 151.00</u>	<u>\$ 720,119.00</u>
4	416	LF	Furnish & Install 12" Dia. CML/C, Class 150, Steel Pipeline including roping	<u>\$ 253.00</u>	<u>\$ 105,248.00</u>
5	4,082	LF	Furnish & Install 24" Dia. CML/C, Class 150, Steel Pipeline including roping	<u>\$ 325.00</u>	<u>\$ 1,326,650.00</u>
6	18	EA	Furnish & Install 8" RSGV (Flanged)	<u>\$ 2,600.00</u>	<u>\$ 46,800.00</u>
7	5	EA	Furnish & Install 12" Butterfly Valve	<u>\$ 5,200.00</u>	<u>\$ 26,000.00</u>
8	8	EA	Furnish & Install 24" Butterfly Valve	<u>\$ 11,900.00</u>	<u>\$ 95,200.00</u>
9	2	EA	Furnish & Install 4" Blow-Off Assemblies Per District Std. Dwg. W-7B	<u>\$ 9,769.00</u>	<u>\$ 19,538.00</u>

**PROJECT: ZONE 2 WATERLINE AND SERVICE RELOCATION IN THE
BLOOMINGTON AREA, 8TH STREET AND MAPLE AVENUE PHASE IIIC
(W25307)**

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
10	3	EA	Furnish & Install 6" Blow-Off Assemblies Per District Std. Dwg. W-7B	<u>\$ 13,053.00</u>	<u>\$ 39,159.00</u>
11	11	EA	Furnish & Install Fire Hydrant Assembly Per District Std. Dwg. W-2	<u>\$ 12,200.00</u>	<u>\$ 134,200.00</u>
12	3	EA	Furnish & Install 1" Air/Vac Per District Std. Dwg. W-6A	<u>\$ 4,535.00</u>	<u>\$ 13,605.00</u>
13	4	EA	Furnish & Install 2" Air/Vac Per District Std. Dwg. W-6A	<u>\$ 7,700.00</u>	<u>\$ 30,800.00</u>
14	105	EA	Furnish & Install 1" Water Service Lateral Including the Connection to Existing or Proposed Water Meter and Meter Box per WVWD Std. Dwg. W-4.	<u>\$ 3,500.00</u>	<u>\$ 367,500.00</u>
15	1	EA	Furnish & Install 2" Irrigation Water Service lateral including replacement of Water Meter and Meter Box per WVWD Std. Dwg. W-5. WVWD will provide water meter and meter box.	<u>\$ 8,500.00</u>	<u>\$ 8,500.00</u>

**PROJECT: ZONE 2 WATERLINE AND SERVICE RELOCATION IN THE
BLOOMINGTON AREA, 8TH STREET AND MAPLE AVENUE PHASE IIIC
(W25307)**

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
16	70	EA	Furnish & Install 5/8" meter per District Std. W-4 and Service Connection To Hose Bibb At House Per Backyard Service Connection Detail On Sheet 13 from the waterline to the connection to the house with a shutoff valve and a HD Half Coupling Welded to the Pipe for Service and Dielectric Coupling at the House Connection Including Pavement, Trenching, Piping at the Connection in place and Complete	<u>\$ 2,600.00</u>	<u>\$ 182,000.00</u>
17	22	EA	Furnish & Install 3/4" meter per District Std. W-4 and Service Connection To Hose Bibb At House Per Backyard Service Connection Detail On Sheet 13 from the waterline to the connection to the house with a shutoff valve and a HD Half Coupling Welded to the Pipe for Service and Dielectric Coupling at the House Connection Including Pavement, Trenching, Piping at the Connection in place and Complete	<u>\$ 2,700.00</u>	<u>\$ 59,400.00</u>

**PROJECT: ZONE 2 WATERLINE AND SERVICE RELOCATION IN THE
BLOOMINGTON AREA, 8TH STREET AND MAPLE AVENUE PHASE IIIC
(W25307)**

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
18	1	EA	Furnish & Install 1" meter per District Std. W-4 and Service Connection To Hose Bibb At House Per Backyard Service Connection Detail On Sheet 13 from the waterline to the connection to the house with a shutoff valve and a HD Half Coupling Welded to the Pipe for Service and Dielectric Coupling at the House Connection Including Pavement, Trenching, Piping at the Connection in place and Complete	\$ 3,600.00	\$ 3,600.00
19	5	EA	Furnish & Install 8" Blind Flange	\$ 500.00	\$ 2,500.00
20	2	EA	Furnish & Install 12" Blind Flange	\$ 600.00	\$ 1,200.00
21	1	EA	Furnish & Install 24" Blind Flange	\$ 1,400.00	\$ 1,400.00
22	3	EA	Furnish & Install 8" Cross (Flg'd)	\$ 12,000.00	\$ 36,000.00
23	2	EA	Furnish & Install 24" X 12" Cross (Flg'd)	\$ 8,600.00	\$ 17,200.00
24	1	EA	Furnish & Install 12" X 10" Reducer (Flg'd)	\$ 1,200.00	\$ 1,200.00
25	2	EA	Furnish & Install 12" X 12" X 8" Tee (Flg'd) With Thrust Block per WWWD Std Dwg W-3	\$ 7,500.00	\$ 15,000.00
26	11	EA	Furnish & Install 8" X 8" X 6" Tee (Flg'd) With Thrust Block per WWWD Std Dwg W-3	\$ 4,300.00	\$ 47,300.00

**PROJECT: ZONE 2 WATERLINE AND SERVICE RELOCATION IN THE
BLOOMINGTON AREA, 8TH STREET AND MAPLE AVENUE PHASE IIIC
(W25307)**

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
27	2	EA	Furnish & Install 8" - 45° Bend With Thrust Block per WVWD Std Dwg W-3	\$ 5,600.00	\$ 11,200.00
28	4	EA	Furnish & Install 24" - 45° Bend With Thrust Block	\$ 10,800.00	\$ 43,200.00
29	6	EA	Remove Existing Blind Flange	\$ 300.00	\$ 1,800.00
30	36	EA	Furnish & Install Guard Posts Per District Std. Dwg. W-12	\$ 500.00	\$ 18,000.00
31	1	LS	Replace Traffic Loops, Signage, Stripping, Etc. per S. B. County Dept. of Public Works	\$ 4,000.00	\$ 4,000.00
32	9,267	LF	Furnish & Install Sand Backfill In Pipe Zone (Water Main)	\$ 3.00	\$ 27,801.00
33	9,267	LF	Furnish & Install Class 2 Base (Water Main)	\$ 17.00	\$ 157,539.00
34	9,267	LF	Furnish & Install AC Base Pavement (All Streets) (Water Main) Butt Joint Per S.B. Co. Dept. of P.W. Detail C (1/2" Aggregate)	\$ 39.53	366,324.51
35	5,900	LF	Furnish & Install Sand Backfill In Pipe Zone (Appurt & Laterals)	\$ 8.19	\$ 48,321.00
36	5,900	LF	Furnish & Install Class 2 Base (Appurt & Laterals)	\$ 12.52	\$ 73,868.00

**PROJECT: ZONE 2 WATERLINE AND SERVICE RELOCATION IN THE
BLOOMINGTON AREA, 8TH STREET AND MAPLE AVENUE PHASE IIC
(W25307)**

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
37	5,900	LF	Furnish & Install AC Base Pavement (All Streets) (Appurtenances) Butt Joint Per S.B. Co. Dept. of P.W. Detail C (1/2" Aggregate)	\$ 17.00	\$ 100,300.00
38	111,204	SF	Furnish & Install Slurry Seal (Half Street, 12-foot wide) per S. B. County Dept. of Public Works requirements	\$.55	\$ 61,162.20
30	1	LS	Prepare And Implement Traffic Control	\$ 18,800.00	\$ 18,800.00
40	1	LS	Test, Flush And Disinfect	\$ 25,000.00	\$ 25,000.00
41	1	LS	Pothole Underground Utilities Prior To Construction	\$ 54,000.00	\$ 54,000.00
42	1	LS	Shoring And Sheeting	\$ 16,700.00	\$ 16,700.00
43	1	LS	Abandon Existing Pipe With Cut And Plug including restraining if necessary. Abandon Appurtenances. Remove Existing Fire Hydrants Valves Services. Abandon Existing Fire Hydrant Lateral in place. Cut and Plug at 90 Degree Elbow after all services have been reconnected and tested. Remove and Dispose of Fire Hydrant and Bury/Resurface	\$ 4,100.00	\$ 4,100.00
44	1	LS	County Of San Bernardino Permit Fees	\$ 3,000.00	\$ 3,000.00

**PROJECT: ZONE 2 WATERLINE AND SERVICE RELOCATION IN THE
BLOOMINGTON AREA, 8TH STREET AND MAPLE AVENUE PHASE IIIC
(W25307)**

ITEM	QTY		DESCRIPTION	PRICE PER FOOT OR UNIT	TOTAL
45	1	LS	Backfill Compaction and Soil Report	\$ 15,600.00	\$ 15,600.00
46	1	LS	Contractor Shall Tunnel Under Concrete Cross Gutter. Replaced If Damaged Per The County of San Bernardino Standards	\$ 15,000.00	\$ 15,000.00
47	5	EA	Extended Service Line Reconnection Similar To Service Connection Detail On Sheet 13 To The Rear Of The Home Due To A Water Softening System. Coordinate Location Of House Bibb With Home Owner	\$ 3,600.00	\$ 18,000.00
48	2	EA	Furnish Install, Maintain And Remove The Construction Sign. Size 48"x96"	\$ 700.00	\$ 1,400.00
49	1	LS	Provide Bonds and Insurance	\$ 121,000.00	\$ 121,000.00
50	1	LS	All work in Contractor Documents not outlined in Bid Item 1 to 49 to make system acceptance by the District.	\$ 5,000.00	\$ 5,000.00
51	1	LS	Allowance Bid Item ¹	\$50,000	\$50,000
Total Bid Amount \$					\$ 4,642,034.71
Alt Bid #1	105,023	SF	Grind 0.17-Ft. and Overlay AC Cap (All Streets, 24-foot wide) Per SB County DPW Requirements	\$ 2.07	\$ 217,397.61

¹ Bid allowance to be used at the Owner's discretion.

NOTE:

THIS MATERIAL LIST ONLY LISTS MAJOR MATERIALS AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INCLUDE IN HIS BID ALL MATERIALS REQUIRED TO COMPLETE THIS PROJECT IN A PROPER WORKMANSHIP MANNER.

*Use second sheet, if necessary, to list additional materials.

ADDENDA

Bidder acknowledges receipt of the following Addenda:

<u>Addendum #1</u>	Dated <u>05/21/2025</u>
<u></u>	Dated <u></u>
<u></u>	Dated <u></u>
<u></u>	Dated <u></u>

*. "a corporation", "a partnership", or "an individual" as applicable.

BIDDING SHEET

In the blanks provided, fill in the prices at which you propose to furnish the scheduled construction, including all labor, materials, equipment, work and methods necessary to complete the work, and all applicable sales and use taxes imposed pursuant to the laws of the State of California.

The quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurements or units of work completed. When discrepancies occur between words and figures, the words shall govern.

Bidders are advised that they must include a proportional amount of overhead, profit, etc., within the Bid prices for each Bid, since the schedule of Bid under which award will be made, if made, will be determined by the Owner after the Bids have been received.

The Owner's policy is to award the lowest responsive and responsible bidder. However, bidders are advised that the Owner reserves the right to reject any/or all Bids.

BID GUARANTIES

There is enclosed herewith cash, a cashier's check or certified check or bid bond in the sum of not less than ten (10) percent of the base bid of See attached bid bond (\$), made payable to the West Valley Water District, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the

bid guaranties and the money payable thereon shall be and remain the properties of the WEST VALLEY WATER DISTRICT.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Drawings and Specifications and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all security regulations enforced at this facility.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et. seq., of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid, and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the Work in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portions himself and he shall not be permitted to subcontract that portion of the Work except under conditions permitted by law.

Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after finding reduced to writing as a public record of the Owner.

Trade	% of Work To Be Done	Subcontractor Name & Address	License Type & Number
Overlay Paving	5.6%	All American Ashphalt P.O. Box 2229 Corona, CA. 92878	State Contractor's License #267073-A
Pipe Videoing	0.4%	Houston and Harris P.O. Box 10367 San Bernardino, CA. 92423	State Contractor's License #884167-A
Pipe Welding	2.1%	Profuzion Certified Welding 3380 La Sierra Ave. Suite 104-292 Riverside, CA. 92503	State Contractor's License #887533 C60, C-61, D21
Compaction Testing	0.3%	Hilltop Geotechnical, Inc. 786 S. Gifford Ave. San Bernardino, CA. 92408	CEG1623

bid guaranties and the money payable thereon shall be and remain the properties of the WEST VALLEY WATER DISTRICT.

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In compliance with the provisions of Section 4100 et. seq., of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid, and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the Work in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portions himself and he shall not be permitted to subcontract that portion of the Work except under conditions permitted by law.

Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after finding reduced to writing as a public record of the Owner.

Trade	% of Work To Be Done	Subcontractor Name & Address	License Type & Number
Concrete Work	0.5%	Lopez Construction, Inc. 1125 5th Street Corona, CA. 92879	State Contractor's License # 890389

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>
<u>Pipes (All Sizes)</u>	<u>Southland Pipe</u>
<u>Resilient Seat Gate Valves (RSGV)</u>	<u>Mueller Co.</u>
<u>Butterfly Valves (BFV)</u>	<u>Mueller Co./Pratt</u>
<u>Air Vacuum and Air Release Assembly</u>	<u>ARI</u>
<u>Fire Hydrants</u>	<u>CLOW</u>
<u>Video Inspection Company</u>	<u>Houston and Harris</u>
<u>Asphalt Concrete</u>	<u>All American Asphalt</u>

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of Bid originally submitted.

CERTIFICATION

Labor Code - Section 1861

I, the undersigned Bidder, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I, will comply with such provisions before commencing the performance of the Work of this Contract.

BIDDER:

Kirtley Construction Inc. DBA TK Construction

Company Name

A handwritten signature in blue ink, appearing to read 'David King', is written over a horizontal line.

Signature of Authorized Representative

David King

Name (Please Type)

Vice President

Title

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**


The Bidder represents that he has (☐) has not (☒) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (☐) has not (☒) filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executive's orders regarding non-discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

Kirtley Construction Inc. DBA TK Construction

Company Name



(Signature)

David King

(Type Name)

Vice President

(Title)

CONTRACTOR'S LICENSING STATEMENT

I, the undersigned Contractor, am aware of Business and Profession Code Section 7028.15 and understand the information shown below shall be included with the bid. Any bid not containing this information, or information that is subsequently proven to be false shall be considered non-responsive and shall be rejected.

Name of Contractor Kirtley Construction Inc. DBA TK Construction

Business Address P.O. Box 9608 San Bernardino, CA. 92427

Corporation organized
under the laws of the
State of

California

State License No.

811801

State License Classification

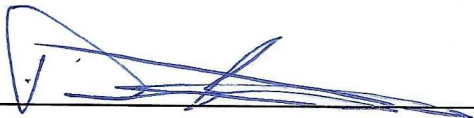
Class A - General Engineering, C34

State License Expiration Date

09/30/2026

I certify under the penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

SIGNED



TITLE

Vice President

DATE

06/05/2025

**NON-COLLUSION AFFIDAVIT
(PUBLIC CONTRACTOR CODE 7106)**

This document is to be included, executed, and with bid.

David King, being first duly sworn, deposes and says that he or she

is Vice President
(Title)

of Kirtley Construction Inc. DBA TK Construction
(Company Name)

The party making the foregoing Bid; that the Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited and other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Prices, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statement contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed: 
Vice President
Title

WEST VALLEY WATER DISTRICT

SECTION 2.4 OF PROCEDURAL DOCUMENTS

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Kirtley Construction, Inc. dba TK Construction _____, as Principal,
and _____ Markel Insurance Company _____ as Surety, are hereby
held and firmly bound unto the **WEST VALLEY WATER DISTRICT**, as Owner in the penal
sum of _____
10% (Ten percent of amount bid)
for the payment of which, will and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this 8th day of May, 2025 .

This Condition of the above obligation is such that whereas the Principal has submitted to the
WEST VALLEY WATER DISTRICT a certain Bid, attached hereto and hereby made a part
hereof to enter into a contract in writing for: _____

Zone 2 Waterline and Service Relocation in The Bloomington Area 8th Street, Maple Avenue Phase IIIC, Bid #W25037

NOW THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after acceptance, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event a suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses

PRINCIPAL: Kirtley Construction, Inc. dba TK Construction

BY [Signature]

TITLE Vice President

ATTEST (If Corporation):

By [Signature]

Title Secretary/Treasurer

(Corporate Seal)

ATTEST:

By [Signature]

Title CFO

(Corporate Seal)

SURETY: Markel Insurance Company

By [Signature]

Title Cynthia J. Young, Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of San Bernardino)
On MAY 08 2025 before me, C. L. Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cynthia J. Young
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Markel Insurance Company

4521 Highwoods Parkway

Glen Allen, VA 23060

(Name and Address of Agent or
representative in California, if
different from above)

Alliant Insurance Services, Inc.

18100 Von Karman Avenue, 10th Floor

Irvine, CA 92612

(Telephone number of Surety
and Agent or Representative in
California)

Surety: 800-431-1270

Alliant: 949-756-0271

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 07500

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Markel Insurance Company

of Deerfield, Illinois, organized under the
laws of Illinois, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous,
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 16th
day of January, 2002, I have hereunto
set my hand and caused my official seal to be affixed this
16th day of January, 2002



By

HARRY W. LOW
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Cynthia J. Young, Kassandra De Leon

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of March, 2025.

SureTec Insurance Company

By: 
Michael C. Keimig, President



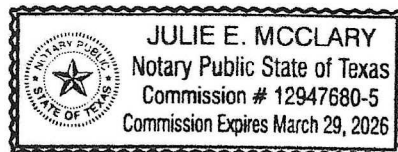
Markel Insurance Company

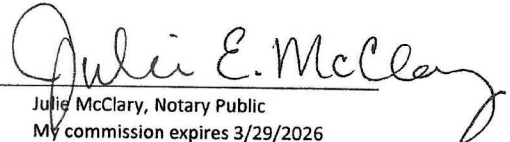
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of March, 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

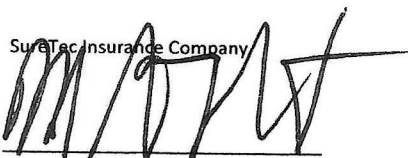


By: 
Julie McClary, Notary Public
My commission expires 3/29/2026


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of May, 2025.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

ADDENDUM NO. 1
May 21st, 2025

WEST VALLEY WATER DISTRICT
RIALTO, CALIFORNIA

REQUEST FOR BIDS
FOR
BLOOMINGTON ALLEY PHASE IIIC PROJECT (W25037)

The following information, clarifications, changes, additions and/or deletions shall be made to the above referenced plans and specifications.

CHANGES

1. Bid submittal extended to **4:00 pm, on Thursday, June 5th, 2025.**
2. Please refer to **Attachment A** for the inclusion of the **April 30th, 2025**, Mandatory Pre-Bid Meeting Minutes and Sign-In Sheet.
3. Answers to Contractor Submitted Questions due on **May 8th, 2025**, are included within **Attachment B**.
4. Please refer to **Attachment C** for the County of San Bernardino, Department of Public Works Transportation Permit, Schedule of Fees.
5. Project Sign - The Contractor shall be responsible for the maintenance, cleaning, and/or replacement of the project sign in the event of damage, theft, or vandalism. All actions taken to address these issues must be approved by the Owner and shall be carried out at no cost to the Owner.
6. The contractor will be required to prepare a potholing report documenting field data including, but not limited to date, street name, stationing, utility, size, depth and conflict (with measurements and identification to such conflicting items). Contractor shall submit the pothole report within fifteen (15) calendar days from "Notice to Proceed". The contractor shall either identify the conflicting utility or confirm there is no conflict with their pothole data. It shall be assumed that the EOR will have no less than 10 working days to review and address such details submitted within the report. This time shall assume 4 working days set aside for review and distribution by the district or its duly authorized representative. The EOR, Owner, or duly authorized representative, will not conduct a review nor address any conflicts should it be determined that the Contractor has not sufficiently supplied any of the noted data or has not included all the potholing locations necessary for construction. WVWD will be the sole determinant of what potholing is considered necessary for verification and if all potholing has been completed.



1617 E BALL RD
ANAHEIM, CA 92805-4813

PHONE (714) 996-6299
FAX (714) 996-1599

Quoted To Customer

TK/KIRTLEY CONSTRUCTION INC
PO BOX 9608
MAIN ACCOUNT
SAN BERNARDINO, CA 92427-0608

Phone (909) 499-9595
Fax

Job Name

ZONE 2 WATERLINE & SERVICE
RELOCATION-WVWD

Quote No.

Date

Page

0052141

6/03/25

1

Expiration Date

6/12/25

Revised Date

6/02/25

Bid Due Date

5/13/25

Quoted By

() -

Customer		Payment Terms		Quoted To		Salesperson		FOB
005357		NET 60 DAYS		Patricia Kirtley		DAGAN STURDIVAN		S
Line	Qty.	Description			Unit Price	UOM	Extended Price	
		ITEM 1-2: NO BID						
		ITEM #3: 8" CML/C STEEL PIPE						
		**ALL STEEL BY OTHERS						
4.0	5000	14GA.SOLID BLACK TRACER WIRE			.2600	FT	1300.00	
		UF BLACK 500'ROLL @SELL BY FT						
5.0	5	6X1000 NON-DET BLUE WATER TAPE			49.6800	EA	248.40	
		SUBTOTAL					1548.40	
		ITEM #4: 12" CML/C STEEL PIPE						
		**ALL STEEL BY OTHERS						
9.0	500	14GA.SOLID BLACK TRACER WIRE			.2600	FT	130.00	
		UF BLACK 500'ROLL @SELL BY FT						
10.0	1	6X1000 NON-DET BLUE WATER TAPE			49.6800	EA	49.68	
		SUBTOTAL					179.68	
		ITEM #5: 24" CML/C STEEL PIPE						
		**ALL STEEL BY OTHERS						
14.0	4500	14GA.SOLID BLACK TRACER WIRE			.2600	FT	1170.00	
		UF BLACK 500'ROLL @SELL BY FT						
15.0	5	6X1000 NON-DET BLUE WATER TAPE			49.6800	EA	248.40	
		SUBTOTAL					1418.40	
		ITEM #6: 8" GATE VALVES						
18.0	18	8 DI FXF RW GATE VALVE			1448.6700	EA	26076.06	
19.0	36	6-8 150# ZINC PLT FLG BOLT SET			16.4200	EA	591.12	
20.0	36	8 NONASB 1/16 150# RING GSK			5.4000	EA	194.40	
21.0	18	VB4884 8 GATE CAP			52.6000	EA	946.80	
		M/WATER						
22.0	18	8X12 GALV SPLIT CAN			15.1600	EA	272.88	
23.0	120	S/M 6008G 8X20 SDR35 GSKT PIPE			9.1300	FT	1095.60	
		SUBTOTAL					29176.86	
		ITEM #7: 12" BUTTERFLY VALVE						
26.0	5	12" LINESEAL III FLGXFLG 150B			1959.0700	EA	9795.35	



Job Name
ZONE 2 WATERLINE & SERVICE RELOCATION-WVWD

Quote No.	Date	Page
0052141	6/03/25	2
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Bid Due Date		5/13/25

Line	Qty.	Description	Unit Price	UOM	Extended Price
27.0	10	10-12150#ZINC PLT FLG BOLT SET	39.3400	EA	393.40
28.0	10	12 NONASB 1/16 150# RING GSK	10.5000	EA	105.00
29.0	5	VB4884 8 GATE CAP	52.6000	EA	263.00
		M/WATER			
30.0	5	8X12 GALV SPLIT CAN	15.1600	EA	75.80
31.0	40	S/M 6008G 8X20 SDR35 GSKT PIPE	9.1300	FT	365.20
		SUBTOTAL			10997.75
		ITEM #8: 24" BUTTERFLY VALVE			
34.0	8	24" LINESEAL III FLGXFLG 150B	7984.6600	EA	63877.28
35.0	16	24 150# BFV FLG BOLT SET-ZP	163.0000	EA	2608.00
36.0	16	24" NON ASB RING GASKET	47.8500	EA	765.60
		1/8TH			
37.0	8	VB4884 8 GATE CAP	52.6000	EA	420.80
		M/WATER			
38.0	8	8X12 GALV SPLIT CAN	15.1600	EA	121.28
39.0	40	S/M 6008G 8X20 SDR35 GSKT PIPE	9.1300	FT	365.20
		SUBTOTAL			68158.16
		ITEM #9: 4" BLOW-OFF			
		**WVWD STD W-7B			
		**ALL STEEL BY OTHERS			
43.0	2	4 DI FXF RW GATE VALVE	708.8900	EA	1417.78
45.1	2	4" GALV MI RH COUPLING	88.0000	EA	176.00
45.2	2	4" SCH40 THREAD PLUG	7.6000	EA	15.20
		328-0004			
47.0	12	4 150# ZINC PLT FLG BOLT SET	9.3400	EA	112.08
		(5/8X3)			
48.0	12	4 NONASB 1/16 150# RING GSK	1.9700	EA	23.64
50.0	4	VB4884 8 GATE CAP	52.6000	EA	210.40
		M/WATER			
51.0	4	8X12 GALV SPLIT CAN	15.1600	EA	60.64
52.0	20	S/M 6008G 8X20 SDR35 GSKT PIPE	9.1300	FT	182.60
		SUBTOTAL			2198.34
		ITEM #10: 6" BLOW-OFF			
		**WVWD STD W-7B			
		**ALL STEEL BY OTHERS			
56.0	3	6 DI FXF RW GATE VALVE	947.6400	EA	2842.92
56.1	3	6"150# GALV COUPLER, FIP	157.1500	EA	471.45
56.2	3	6" SCH40 THREAD PLUG	25.3900	EA	76.17
		328-006			
60.0	18	6-8 150# ZINC PLT FLG BOLT SET	16.4200	EA	295.56
61.0	18	6 NONASB 1/16 150# RING GSK	3.5000	EA	63.00
63.0	6	VB4884 8 GATE CAP	52.6000	EA	315.60
		M/WATER			
64.0	6	8X12 GALV SPLIT CAN	15.1600	EA	90.96
65.0	40	S/M 6008G 8X20 SDR35 GSKT PIPE	9.1300	FT	365.20
		SUBTOTAL			4520.86



Job Name
ZONE 2 WATERLINE & SERVICE RELOCATION-WVWD

Quote No.	Date	Page
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Line	Qty.	Description	Unit Price	UOM	Extended Price
ITEM #11: FIRE HYDRANTS					
**PER WVWD STD W-2					
69.0	11	6" MJXFLG RW GATE VALVE	892.7100	EA	9819.81
70.0	270	6" CL350 DIP SJ	27.6700	FT	7470.90
71.0	5	6" TYTON FIELD LOC GASKETS	110.6800	EA	553.40
72.0	1	20X340 8ML POLYTUBE 20340POLY F/6-8 DIP	129.2400	EA	129.24
73.0	11	6X42 DI MJ 8-HOLE HYD BURY	490.0400	EA	5390.44
74.0	11	LB 400 BREAK-OFF CHECK 8-HOLE	1972.3500	EA	21695.85
75.0	11	850 HYDRANT 8HOLE 4X2-1/2 1-1/2CI SAFETY YELLOW	2448.4900	EA	26933.39
76.0	22	SGDPPK06 6 STARGRIP W/ACC SLDE OR 3000P	61.6400	EA	1356.08
77.0	33	6-8 150# ZINC PLT FLG BOLT SET	16.4200	EA	541.86
78.0	33	6 NONASB 1/16 150# RING GSK	3.5000	EA	115.50
79.0	500	14GA.SOLID BLACK TRACER WIRE UF BLACK 500'ROLL @SELL BY FT	.2600	FT	130.00
80.0	11	DIRECT BURIAL SPLICERS DBRS DBY/R-6	2.9100	EA	32.01
81.0	11	J&R V1-RT CONC VALVE BOX W/ CI LID	58.9300	EA	648.23
82.0	11	VB4884 8 GATE CAP M/WATER	52.6000	EA	578.60
83.0	11	8X12 GALV SPLIT CAN	15.1600	EA	166.76
84.0	60	S/M 6008G 8X20 SDR35 GSKT PIPE	9.1300	FT	547.80
SUBTOTAL					76109.87
ITEM #12: 1" AIR VAC					
**PER WVWD STD W-6A					
88.0	3	1" 3000# HW COUPLER W/ COLLAR	64.7100	EA	194.13
89.0	3	1 BRASS SCR D ST 90 LEAD FREE	11.3900	EA	34.17
90.0	3	1" BRZ CURB STOP, MIPXCTS PJ MUELLER P25122N-3	162.3900	EA	487.17
91.0	100	1 X 100 K SOFT COPPER TUBE	12.1700	FT	1217.00
92.0	3	1 P-15533-N PJ CTSXFIP 90 ELL LOW LEAD	46.7300	EA	140.19
93.0	3	1X36 RED BRASS NIPPLE	88.2100	EA	264.63
94.0	3	D040P01 1 COMBO AIR VALVE (3 TO 250PSI) W/SCREEN	380.0000	EA	1140.00
95.0	3	VCAS-1830-SND 18X30 A/V COVER SANDSTONE	573.3400	EA	1720.02
SUBTOTAL					5197.31
ITEM #13: 2" AIR VAC					
**PER WVWD STD W-6A					
99.0	4	2" 3000# HW COUPLER W/ COLLAR	117.6500	EA	470.60
100.0	4	2 BRASS SCR D ST 90 LEAD FREE	38.5200	EA	154.08
101.0	4	2" CORP STOP MIP X PJ	400.1100	EA	1600.44



Job Name
ZONE 2 WATERLINE & SERVICE RELOCATION-WVWD

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Line	Qty.	Description	Unit Price	UOM	Extended Price
102.0	4	MUELLER B25122N-3 J2816 2 SQUARE NUT B-20299	25.0800	EA	100.32
103.0	120	2 X 20 K SOFT COPPER TUBE	36.1700	FT	4340.40
103.1	4	600 2 CPLG W/STOP	13.0900	EA	52.36
104.0	4	2 P15533-N PJ CTSXFIP 90 ELL	137.0400	EA	548.16
105.0	4	2 X 36 RED BRASS NIPPLE	181.6300	EA	726.52
106.0	4	D040P02 2" COMBO AIR VALVE (3 TO 250PSI) W/SCREEN	785.0000	EA	3140.00
107.0	4	VCAS-1830-SND 18X30 A/V COVER SANDSTONE	573.3400	EA	2293.36
108.0	4	VB4884 8 GATE CAP M/WATER	52.6000	EA	210.40
109.0	4	8X12 GALV SPLIT CAN	15.1600	EA	60.64
110.0	20	S/M 6008G 8X20 SDR35 GSKT PIPE	9.1300	FT	182.60
		SUBTOTAL			13879.88
		ITEM #14: 1" WATER SERVICE LAT			
		**PER WVWD STD W-4			
114.0	105	1" 3000# HW COUPLER W/ COLLAR	64.7100	EA	6794.55
115.0	105	1" BRZ CURB STOP, MIPXCTS PJ MUELLER P25122N-3	158.8600	EA	16680.30
116.0	3200	1 X 100 K SOFT COPPER TUBE	12.1700	FT	38944.00
117.0	1	1 P-24258-3-N AMS PJ CTSXMC LOW LEAD	151.4900	EA	151.49
118.0	104	P-24258N-1 1X3/4 AMS PJ CTSXMC 5/8X3/4X1	114.5300	EA	11911.12
		**METER BY WVWD, NO BID			
		**METER BOX BY WVWD, NO BID			
		SUBTOTAL			74481.46
		ITEM #15: 2" IRRIGATION SERVIC			
		**PER WVWD STD W-5			
124.0	1	2" 3000# HW COUPLER W/ COLLAR	117.6500	EA	117.65
125.0	1	2" CORP STOP MIP X PJ MUELLER B25122N-3	409.0000	EA	409.00
126.0	1	J2816 2 SQUARE NUT B-20299	25.0800	EA	25.08
127.0	40	2 X 20 K SOFT COPPER TUBE	36.1700	FT	1446.80
128.0	1	600 2 CPLG W/STOP	13.0900	EA	13.09
129.0	1	607 2 CXC 90 ELL	26.0100	EA	26.01
130.0	1	2 B-24276-3 AMS C110 CTSXFLG LOW LEAD 360 B-24276-3-N	403.9800	EA	403.98
130.1	2	2 BRZ METER BOLT/NUT SET ***3/4X2-1/2***	52.7000	EA	105.40
130.2	2	2 DROP IN METER GASKET 1/8" THK	2.3400	EA	4.68
131.0	1	VB4884 8 GATE CAP M/WATER	52.6000	EA	52.60
132.0	1	8X12 GALV SPLIT CAN	15.1600	EA	15.16



Job Name
ZONE 2 WATERLINE & SERVICE RELOCATION-WVWD

Quote No.	Date	Page
0052141	6/03/25	5
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Line	Qty.	Description	Unit Price	UOM	Extended Price
133.0	5	S/M 6008G 8X20 SDR35 GSKT PIPE **METER BY WVWD, NO BID **CUSTOMER VALVE BY WVWD **METER BOX BY WVWD, NO BID SUBTOTAL	9.1300	FT	45.65 2665.10
		ITEM #16: 5/8" METER/ BACKYARD **PER DETAIL, SHEET 13 **METER BY WVWD, NO BID			
141.0	4200	1 X 20 K HARD COPPER TUBE	10.8000	FT	45360.00
142.0	210	600 1 CXC CPLG W/STOP	3.1700	EA	665.70
143.0	140	604 1 CXMIP ADPT	9.4100	EA	1317.40
144.0	70	611 1 CXCXC TEE 041502804	11.1300	EA	779.10
145.0	140	607 1 CXC 90 ELL	5.7800	EA	809.20
146.0	70	1" DIELECTRIC COUPLER, FIPXFIP	38.8200	EA	2717.40
147.0	70	1" NIBCO S-113 LF BRASS GATE VALVE, SWT X SWT (DOM) >>>HOSE BIBB CONNECTION<<<	102.3500	EA	7164.50
149.0	70	3/4" NO-KINK HOSE-BIBB ARROWHEAD BRASS #351LF	12.4200	EA	869.40
150.0	140	1 BRASS SCR D 90 LEAD FREE	7.6200	EA	1066.80
151.0	140	604 1 CXMIP ADPT SUBTOTAL	9.4100	EA	1317.40 62066.90
		ITEM #17: 3/4" METER/ BACKYARD **PER DETAIL, SHEET 13 **METER BY WVWD, NO BID			
156.0	1300	1 X 20 K HARD COPPER TUBE	10.8000	FT	14040.00
157.0	65	600 1 CXC CPLG W/STOP	3.1700	EA	206.05
158.0	44	604 1 CXMIP ADPT	9.4100	EA	414.04
159.0	22	611 1 CXCXC TEE 041502804	11.1300	EA	244.86
160.0	44	607 1 CXC 90 ELL	5.7800	EA	254.32
161.0	22	1" DIELECTRIC COUPLER, FIPXFIP	38.8200	EA	854.04
162.0	22	1" NIBCO S-113 LF BRASS GATE VALVE, SWT X SWT (DOM) >>>HOSE BIBB CONNECTION<<<	102.3500	EA	2251.70
164.0	22	3/4" NO-KINK HOSE-BIBB ARROWHEAD BRASS #351LF	12.4200	EA	273.24
165.0	44	1 BRASS SCR D 90 LEAD FREE	7.6200	EA	335.28
166.0	44	604 1 CXMIP ADPT SUBTOTAL	9.4100	EA	414.04 19287.57
		ITEM #18: 1" METER/ BACKYARD **PER DETAIL, SHEET 13 **METER BY WVWD, NO BID			
171.0	60	1 X 20 K HARD COPPER TUBE	10.8000	FT	648.00
172.0	2	600 1 CXC CPLG W/STOP	3.1700	EA	6.34



Job Name
ZONE 2 WATERLINE & SERVICE RELOCATION-WVWD

Quote No.	Date	Page
0052141	6/03/25	6
Expiration Date		6/12/25
Revised Date		6/02/25
Bid Due Date		5/13/25

Line	Qty.	Description	Unit Price	UOM	Extended Price
173.0	2	604 1 CXMIP ADPT	9.4100	EA	18.82
174.0	1	611 1 CXCXC TEE	11.1300	EA	11.13
		041502804			
175.0	2	607 1 CXC 90 ELL	5.7800	EA	11.56
176.0	1	1" DIELECTRIC COUPLER, FIPXFIP	38.8200	EA	38.82
177.0	1	1" NIBCO S-113 LF BRASS GATE VALVE, SWT X SWT (DOM)	102.3500	EA	102.35
		>>>HOSE BIBB CONNECTION<<<			
179.0	1	3/4" NO-KINK HOSE-BIBB ARROWHEAD BRASS #351LF	12.4200	EA	12.42
180.0	2	1 BRASS SCRCD 90 LEAD FREE	7.6200	EA	15.24
181.0	2	604 1 CXMIP ADPT	9.4100	EA	18.82
		SUBTOTAL			883.50
		ITEM #19-22: NO BID			
		ITEM #23: 24"X12" CROSS			
		**ALL STEEL BY OTHERS			
186.0	3	10-12150#ZINC PLT FLG BOLT SET	39.3400	EA	118.02
187.0	3	12 NONASB 1/16 150# RING GSK	10.5000	EA	31.50
		SUBTOTAL			149.52
		ITEM #24: 12"X10" REDUCER (FLG)			
		**ALL STEEL BY OTHERS			
191.0	1	10-12150#ZINC PLT FLG BOLT SET	39.3400	EA	39.34
192.0	1	10 NONASB 1/16 150# RING GSK	7.6700	EA	7.67
		SUBTOTAL			47.01
		ITEM #25: 12"X8" TEE (FLG'D)			
		**ALL STEEL BY OTHERS			
196.0	1	10-12150#ZINC PLT FLG BOLT SET	39.3400	EA	39.34
197.0	1	12 NONASB 1/16 150# RING GSK	10.5000	EA	10.50
		SUBTOTAL			49.84
		ITEM #26: 8"X6" TEE (FLG'D)			
		**ALL STEEL BY OTHERS			
201.0	19	6-8 150# ZINC PLT FLG BOLT SET	16.4200	EA	311.98
202.0	19	8 NONASB 1/16 150# RING GSK	5.4000	EA	102.60
		SUBTOTAL			414.58
		ITEM 27-29: NO BID			
		ITEM 30: GUARD POSTS			
		**PER WVWD STD W-12			
207.0	36	4"X5'6" SCH40 STEEL BOLLARD, BARE I/O	129.4200	FT	4659.12
		SUBTOTAL			4659.12



Job Name
ZONE 2 WATERLINE & SERVICE RELOCATION-WVWD

Quote No.	Date	Page
0052141	6/03/25	7
Expiration Date		6/12/25
Revised Date		6/02/25
Bid Due Date		5/13/25

Line	Qty.	Description	Unit Price	UOM	Extended Price
		ITEM #31-46: NO BID			
		ITEM #47: EXTEND SERVICE LINE			
		**PER DETAIL, SHEET 13			
213.0	500	1 X 20 K HARD COPPER TUBE	10.8000	FT	5400.00
214.0	20	600 1 CXC CPLG W/STOP	3.1700	EA	63.40
215.0	10	604 1 CXMIP ADPT	9.4100	EA	94.10
216.0	5	611 1 CXCXC TEE	11.1300	EA	55.65
		041502804			
217.0	20	607 1 CXC 90 ELL	5.7800	EA	115.60
218.0	5	1" DIELECTRIC COUPLER, FIPXFIP	38.8200	EA	194.10
219.0	5	1" NIBCO S-113 LF BRASS GATE VALVE, SWT X SWT (DOM)	102.3500	EA	511.75
		>>>HOSE BIBB CONNECTION<<<			
221.0	5	3/4" NO-KINK HOSE-BIBB	12.4200	EA	62.10
		ARROWHEAD BRASS #351LF			
222.0	10	1 BRASS SCR D 90 LEAD FREE	7.6200	EA	76.20
223.0	10	604 1 CXMIP ADPT	9.4100	EA	94.10
		SUBTOTAL			6667.00

Tax Area Id	Net Sales	384,757.11
050590090	Freight	.00
	Tax	33,666.25
	Quotation Total	418,423.36

Southland Pipe Corp.
17220 Mojave Street, Hesperia, Ca. 92345
California WBE Certified
Southlandpipe.com / roman@southlandpipe.com
Phone 909 873 3820 Extension 26

Date: 6/3/2025

Attention: Prospective Bidder

Reference: **Quotation**

Project: Zone 2 Waterline and Service Relocation IIIC

Owner: West Valley Water District

Scope of Work:

Southland Pipe will provide complete supply and shop fabrication of steel pipe, fittings, and flanges, per the contract drawings for the following:

Steel Pipe, Fittings, and Flanges per Material List and Bid Schedule:

- Item 3: **4,800 ft** of 8" dia. x 10 GA CML/C steel pipe PE x WB = \$39/ft
- Item 4: **440 ft** of 12" dia. x 10 GA CML/C steel pipe PE x WB = \$52/ft
- Item 5: **4120 ft** of 24" dia. x 10 GA CML/C steel pipe PE x WB = \$75/ft
- Item 9: **2 ea.** – Below grade steel piping for 4" blow-off assembly = \$2,500/ea.
- Item 10: **3 ea.** – Below grade steel piping for 6" blow-off assembly = \$3,500/ea.
- Item 14: **105 ea.** – 2" extra heavy half coupling on pad/saddle = \$175/ea.
- Item 19: **5 ea.** – 8" blind flange w/ epoxy coating = \$150/ea.
- Item 20: **2 ea.** – 12" blind flange w/ epoxy coating = \$300/ea.
- Item 21: **1 ea.** – 24" blind flange w/ epoxy coating = \$800/ea.
- Item 22: **3 ea.** – 8" cross (flg'd) w/ additional loose flanges = \$1,800/ea.
- Item 23: **2 ea.** – 24" x 12" cross (flg'd) w/ additional loose flanges = \$4,500/ea.
- Item 24: **1 ea.** – 12" x 10" reducer (flg'd) = \$800/ea.
- Item 25: **2 ea.** – 12" x 12" x 8" tee (flg'd) w/ additional loose flanges = \$1,500/ea.
- Item 26: **11 ea.** – 8" x 8" x 6" tee (flg'd) w/ additional loose flanges = \$1,000/ea.
- Item 27: **2 ea.** – 8" 45° bend WB x WB = \$350/ea.
- Item 28: **4 ea.** – 24" 45° bend WB x WB = \$1,850/ea.

All pipe wall thickness is minimum 10 GA. Quoted price for Items 3, 4, and 5 is for 40 ft pipe lengths. Quoted flanges are Class D flanges, conforming to AWWA C207. Cross and tee items 22, 23, 25, and 26 will be supplied with additional loose flanges to join to each shop welded flange on the fitting.

This quote is for import material, not domestic.

Lump Sum Price: \$592,000.00

Southland Pipe Corp.
17220 Mojave Street, Hesperia, Ca. 92345
California WBE Certified
Southlandpipe.com / roman@southlandpipe.com
Phone 909 873 3820 Extension 26

[Optional] For Steel Pipe Items 3, 4, and 5:

Add \$4/ft for 20 ft pipe lengths.

Add \$5.50/ft for shop installed hand hole near weld bell end on 40 ft pipe lengths.

Add \$15/ft for shop installed hand hole near weld bell end on 20 ft pipe lengths.

Example:

8" pipe x 40 ft long = \$39/ft

8" pipe x 20 ft long = \$43/ft

8" pipe x 40 ft long w/ handhole = \$44.50/ft

8" pipe x 20 ft long w/ handhole = \$54/ft

[Optional] Loose bands and buttstraps:

8" buttstrap = \$350/ea. (10" wide w/ 1 handhole)

12" buttstrap = \$375/ea. (10" wide w/ 1 handhole)

24" buttstrap = \$730/ea. (10" wide w/ 2 handholes)

8" wedding band = \$40/ea.

12" wedding band = \$45/ea.

24" wedding band = \$65/ea.

Shipping: FOB jobsite

Protective Linings / Coatings:

- (1) All pipe to be furnished with cement mortar lining.
- (2) All pipe below grade to be furnished with cement mortar coating.

Items Excluded:

- (1) Valves, gauges, and air-vacs.
- (2) Nuts, bolts, and gaskets.
- (3) Pipe supports, straps, brackets, and hardware.
- (4) Small diameter pipe (below 4").
- (5) Test caps.

Southland Pipe Corp.
17220 Mojave Street, Hesperia, Ca. 92345
California WBE Certified
Southlandpipe.com / roman@southlandpipe.com
Phone 909 873 3820 Extension 26

- (1) Terms of Payment: 2%-10 days, net 30 days from Shipping / Invoice date
- (2) Delivery Terms: All deliveries by Southland Pipe Corp. truck and outside carriers is freight on board to jobsite. Contractor is responsible for all unloading and damage to any materials or trucking equipment during this time.
- (3) Overtime Unloading: All deliveries by Southland Pipe and/or outside carriers will be subject to overtime charges if the unloading time exceeds 90 minutes per load at a rate of \$75.00 per hour and will be added to the Invoice at the time of billing.
- (4) Estimated Delivery: Approximately (60) days from date of receipt of approved shop drawings and all materials.
All deliveries are estimated and are subject to change due to the approval and return time of the detail shop drawings, our workload at time of approval and return, material availability, inclement weather, industry strikes, shop drawings and/or piping revisions, and production hold requests. Estimated delivery dates will be given in writing only five days from receipt of approved shop drawings. No material will be purchased until the detailed shop drawings submittal is approved.
- (5) Extra Charges: We reserve the right to readjust our quotation based on changes to the contract documents, submittal review time exceeding 45 days, tariffs, and market fluctuations. Delivery is based on fully loaded trucks. Any partial or rush deliveries will be at customer's expense.
- (6) Shop Drawings: Allow (2) weeks to prepare the detailed shop drawings after receipt of purchase order or letter of intent. A 45 day allowance will be given for shop drawing approval.
- (7) Quoted Prices: Price is firm for (30) days.
- (8) Sales Tax: This quotation does not include taxes of any kind.

*All sales are subject to Southland Pipe Corporation's
Terms and Conditions of Sale.

Roman Aguiniga
Southland Pipe Corp.

EXHIBIT B

TASK ORDER NO. 3

Construction Management and Inspection Services for the W25037 Bloomington Area Waterline Replacement Project Phase 3C

This Task Order ("Task Order") is executed this _____ day of _____, 2025 by and between West Valley Water District, a public agency of the State of California ("District") and Albert A. Webb Associates ("Consultant").

RECITALS

- A. On or about **February 20, 2025** District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement and this Task Order, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
Gregory Young, President

By _____
John Thiel, General Manager

By _____
Elvia Dominguez, Board Secretary

CONSULTANT:

ALBERT A. WEBB ASSOCIATES

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 3
SCOPE OF SERVICES

The purpose of the scope of services is to outline the tasks that are necessary to complete Construction Management and Inspection Services for the W25037 Bloomington Area Waterline Replacement Project Phase 3C for West Valley Water District (District) per the attached proposal dated April 21, 2025.

Rosa Gutierrez, P.E.
Senior Engineer
West Valley Water District (WVWD)
855 W. Base Line Rd. | Rialto, CA 92377

April 21, 2025

RE: Proposal for Construction Management and Inspection Services for the W25037 Bloomington Area Waterline Replacement Project Phase 3C

Dear Rosa,

Webb Associates is pleased to provide you with this proposal for Construction Management and Inspection services for the subject project referenced above. Enclosed you will find our Project Understanding (Section 1), Scope of Work (Section 2), and Compensation for Services (Section 3) for your review and consideration.

If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-830-5746.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Reed Chilton, P.E.
Director of Construction Management and Inspection

SECTION 1 - PROJECT UNDERSTANDING

1.1 PROJECT DETAILS

- **Construction Duration:** 240 Working Days
- **Location:** 8th street East of Locust Avenue and west of Cedar Avenue and Maple street North of 8th Street and South of 9th Street
- **Project Description:** The project involves the construction of a new water main along with all necessary appurtenances and services to replace the existing pipeline. Scope of work includes the procurement and installation of Cement Mortar Lined and Coated (CML/C) steel pipeline with appurtenances, service connections, and fire hydrants. Additionally, the project includes roadway restoration, encompassing pavement repair, signing and striping, and traffic signal loop replacement.
- **Project Plans:** Zone 2 Waterline and Service Relocation Phase 3C
- **Level of Involvement:** Based on discussions and coordination with the District, Construction Management and Inspection services are being requested on a limited basis. It is assumed that the District will be providing primary inspection and construction management services for the project. The scope and level of involvement outlined in this proposal are less than what is typically provided. Therefore, it is understood that the services will be limited to the assumptions stated herein, and WEBB will not be providing a full-service scope.

1.2 PROJECT SCHEDULE

Duration	Description	Scope Required
8 Weeks	Pre-Construction meeting, Contracts, Permits, Potholing	Construction Management
16 Weeks	Material Procurement	Construction Management (minimal)
20 Weeks	Mobilization, Pipe Installation, Appurtenances, Testing, Pavement, and Street Restoration.	Construction Management Part-Time Observation (up to 100 hours) Materials Testing (by others) Construction Survey
4 Weeks	Closeout Process, Punchlist, and As-builts	Construction Management

1.3 KEY PROJECT ISSUES:

1. Safety
 - a. The project is located in an existing neighborhood
 - i. WEBB will ensure effective traffic control is in place following “CA MUTCD 2014 Edition, Rev 8”.
 - ii. The WEBB Team will be active in encouraging safe practices. WEBB will reinforce the Contractor’s requirement to provide adequate safety measures at each project meeting with the Contractor.
 - iii. WEBB will ensure that proper notices are given to affected residents as needed based on the Contractor’s schedule
 - b. Gas lines and energized utilities will be exposed during construction
 - i. Manage work near active utilities to minimize risk and ensure worker and public safety.
2. Unforeseen Conditions
 - a. Existing utilities in the work zone
 - i. The plans were designed based on utility research conducted in 2016. WEBB anticipates that the contractor may encounter unidentified utilities during potholing.
 - ii. Our team will proactively identify utility owners and initiate coordination between the owning agency and the design team to address any conflicts efficiently.
 - iii. WEBB will ensure that the Contractor will perform proactive potholing at the start of the project to identify and mitigate potential underground utility conflicts.
 - iv. WEBB will carefully review the Contractor’s schedule and compare it to material lead times to maintain project timelines.
 - v. WEBB will thoroughly evaluate the Contractor’s pothole report before construction begins, providing recommendations as needed.
 - vi. Due to the waterline being constructed with CML/C pipe, WEBB will verify that lay sheets align with project plans and pothole findings to prevent misalignment issues.
 - vii. WEBB will require the Contractor to order pipe materials only after the pothole report and lay sheets are finalized, reducing the risk of incorrect material procurement.
 - b. Site Conditions
 - i. WEBB will request preconstruction video documentation to identify any pre-existing site conditions or damage before work begins.
 - ii. WEBB will ensure all trenching and street restoration comply with applicable standards, maintaining roadway integrity and minimizing post-construction issues.
3. Compliance
 - a. The District is seeking qualified inspection
 - i. WEBB has experience with all standards that are being used (Standard Specifications for Public Works Construction 2021 Edition and West Valley Water District’s Standards and specifications for Domestic Water Facilities)

b. Pipe Chlorination and Testing

- i. WEBB will proactively review the Contractor's chlorination and flushing plan to ensure compliance with industry standards and project specifications.
- ii. WEBB will verify proper discharge locations and confirm that all dechlorination measures are in place to prevent environmental impact.
- iii. Coordination with the Contractor will be prioritized to ensure efficient scheduling and execution, minimizing project delays.

1.4 PROPOSED STAFF

WEBB has extensive experience in providing inspection and construction management services for complex water infrastructure projects, including the installation of new water mains and associated improvements. Our team is well-versed in overseeing the procurement and installation of Cement Mortar Lined and Coated (CML/C) steel pipelines, ensuring compliance with industry standards and project specifications.

WEBB's construction management team works closely with WEBB's water resources team to ensure seamless coordination throughout the project. This collaboration allows us to address design considerations, optimize solutions, and proactively mitigate potential challenges.

With a strong focus on quality control, scheduling, and safety, WEBB effectively manages the installation of appurtenances, service connections, and fire hydrants. Our expertise extends beyond pipeline construction to include roadway restoration, where we oversee pavement repairs, signing and striping, and traffic signal loop replacements. By leveraging proactive coordination, thorough inspections, and clear communication, WEBB ensures successful project execution while minimizing disruptions to the surrounding community.

Construction Services Manager

Keith Barnett is a seasoned Construction Services Manager and Inspector at WEBB, with over 20 years of experience in construction management. Keith also has a background as a soils technician, which will allow him to provide valuable insight and ensure that the geotechnical firm selected has the best interests of the District in mind. His expertise spans a wide range of projects, particularly in waterline replacement, underground utilities, and street improvements.

Key Experience Highlights:

Stage Ranch Pipeline Replacement, Elsinore Valley Municipal Water District

Keith managed the replacement of 2,600-LF of existing water main, including 330-LF of 8-inch DIP and 2,270-LF of 8-inch PVC C900 pipe. The project involved maintaining service to agricultural areas, despite challenges such as mountainous terrain, overhead powerlines, limited work space, and a required road detour. The successful management of these challenges ensured minimal disruption while improving water quality and pressure.

Granite Hill Pipeline Phase I and II, Jurupa Community Services District

Keith oversaw the construction of approximately 11,655-LF of 42-inch CML/CMC waterline, including connections, appurtenances, and associated paving and trenching. Extensive potholing was required due to the pre-manufactured nature of the waterline, and careful coordination with local schools, businesses, and residents was necessary for street and water shutdowns.

Zone 1467 Phase V Water Main, Elsinore Valley Municipal Water District, City of Wildomar

This project involved the installation of 4,000-LF of 8-inch PVC waterline, new fire hydrants, valves, pressure-reducing valves, check valve assemblies, and water services. Keith effectively coordinated with public agencies to minimize the impact on the public, while ensuring smooth project execution.

Keith's extensive experience in managing waterline replacement, underground utilities, and street restoration projects, combined with his strong project management and client relationship skills, makes him a key asset to WEBB's Construction Management and Inspection team.

1.4.1 Construction Manager

Andrew Vollrath will provide day-to-day construction management services and serve as the prime point of contact. The CM will have direct responsibility for the Inspector and project team. He will be responsible for coordination with the District, Contractor, Inspector, materials testing, RFI's, submittals, scheduling, and change order reviews.

Andrew has extensive experience in managing underground utility projects, street improvements, and related infrastructure work. His notable projects include:

- **Jackson Street Improvements Project Phase 1** – This project involved road widening, agency coordination, CVWD and IWA lateral improvements, and street improvements in the City of Indio, with a focus on underground utilities and infrastructure upgrades.
- **PLC North Offsite Improvements** – Andrew oversaw underground utility improvements, street improvements, and traffic signal installation on Redlands Avenue and Ellis Avenue in the City of Perris. This included coordination with EMWD to ensure the successful integration of utilities and traffic systems.

Andrew's expertise spans multiple project phases, ensuring efficient execution and successful delivery.

1.4.2 Inspection

The WEBB Inspector (Jeff Paxson) will communicate with the Construction Management Team and help coordinate the work in the field. The WEBB Inspector will prepare daily observation reports which will be shared with the District.

Jeff Paxson – Professional Summary

Jeff Paxson has over 35 years of experience in the water and wastewater industry, including 10 years with the District of La Verne Water Department and 25 years as a Lead Distribution Operator for the City of Chino. His expertise includes water distribution operations, quality control, safety management, and regulatory compliance.

Jeff has supervised and assisted in water main, service, fire hydrant, and backflow system installations and repairs, as well as well site and pump maintenance, contract inspections, and asphalt/concrete restoration. He has also trained staff, reviewed Contractor plans, conducted pre-construction meetings, and inspected water and sewer projects, hydrostatic testing, and traffic control compliance.

Project Experience

Lewis Development – Reclaimed Water Transmission Line Project, Chino

Jeff inspected 5.4 miles of PVC pipeline with air vacs, blow-offs, and fire hydrants, ensuring compliance with hydrostatic testing, trench excavation, and system commissioning. He also coordinated road closures and traffic detours, verifying adherence to traffic control and project specifications.

His extensive field inspection, safety, and project management experience makes him a valuable asset to any water infrastructure project.

If Jeff Paxson requires a temporary leave or if the project demands additional inspection coverage, such as for night work or extensive construction activities, WEBB has designated Ronnie Hernandez and Clay Jarvinen as alternate Inspectors. Resumes are available upon request.

For budget purposes, WEBB inspection hours include up to 570 hours (4-hour daily minimum). We have assumed 95 part time inspection days per an email from the District on 3/6/2025.

SECTION 2 - SCOPE OF WORK

WEBB Associates (WEBB) will perform the following Scope of Construction Services for the Project. WEBB's scope and fee is based upon the anticipated project schedule and the direction provided by the District during the proposal process. In the event the Contractor exceeds the schedule, we will review the status of the work to determine the need for an increase in the budget amount. The assumptions included in the scope were used to determine the cost of each service. We are open to discuss the assumptions and will update the associated manhours, if necessary.

2.1 CONSTRUCTION MANAGEMENT

- Accept and review all submittals and RFIs (up to 25 and 10).
- Review schedule of shop drawing submissions (up to 2 submissions)
- Interpret plans and specifications on behalf of the District and transmit the District's clarifications and interpretations of the contract documents.
- Prepare and distribute working day statements weekly to the District and Contractor. (up to 48)
- Coordinate with utilities companies
- Act as WVWD's liaison with the Contractor, ensuring clarity on Contract Documents, assisting with necessary details for project execution, and advising on the risks of acting on unauthorized instructions.
- Field Visits for review of work, Rejection of defective work, inspections and tests. (up to 5 site visits)
- Review requests for change orders and draft CCOs as necessary. (up to 10 COR)
- Prepare independent cost estimates for additional work as necessary. (up to 10)
- Prepare time impact analysis for additional days as necessary. (up to 10)
- Project Management and Contract Administration.
- Review and verify the Contractor's as-builts. (up to 2 submissions)
- Review guarantees, certificates, maintenance and operation manuals.

2.2 INSPECTION

- Provide limited oversight of the project on an as-needed basis determined by the District.
- Review the project specifications, special provisions, and bid documents.
- Provide Construction Inspection to monitor materials and methods for compliance with plans, specifications, and contract documents. Address and document nonconforming items as they are identified.
- Maintain daily reports on days on-site regarding construction activity, including progress, weather conditions, significant events which may affect the progress of the work and photographs.
- Review Contractor performance throughout the day and discuss discrepancies with the Contractor as they occur.
- Review Soil compaction and materials testing.
- Maintain field files during construction, including a cumulative record of quantities constructed, daily reports, working day reports, change order documentation and digital images.

- If inspection is scheduled, but not needed, a 4-hour minimum will be charged to the Contractor. Also, overtime inspection charges will be charged to the Contractor.
- Review and record final quantities.
- Provide recommendation for acceptance upon completion.

2.3 CONSTRUCTION STAKING

Construction staking services will be provided for the contractor's use in installing the pipeline and appurtenances in accordance with the plans. Staking services include the following:

- Provide coordination of acquiring approved project construction plans for consultants use and scheduling of field surveyors with the client/contractor.
- Provide office support to the field surveyors consisting of task setup, calculating and plotting, and preparation of "cut" sheets for those items to be staked as requested by the client/contractor.
- Establish and provide horizontal and vertical survey control points throughout the progress of the project including the setting of project Benchmarks.
- Provide waterline staking, consisting of stakes being set at 50-foot intervals offset from and graded to the invert elevations as noted on the plans, including (BC's) beginning and (EC's) end of curves, PIs, VPIs, tees, connections for services and appurtenances.
- Provide waterline appurtenance staking, consisting of two stakes for each hot tap, fire hydrant, new water meter, blow-off, and air vac. First stake for actual location, second stake for offset and grade.
- Provide review and cataloging of all field compiled data. Distribute digital "cut" sheets to client/contractor for their use.

Deliverables:

- One set of pipeline construction stakes, offset per contractor's request.
- Electronic PDF of "cut" sheets for contractor's use in installing the pipeline (hard copies available upon request).

Total budget outlined within this scope of work is based on a total of 10 mobilizations. It is acknowledged that the client or client representative will give Albert A. WEBB Associates a minimum of 48-hour advance notice, together with a minimum of 4 (four) hours of construction staking work per day for all construction staking request. Re-stake request will be addressed by a Time and Materials (T&M) ticket based on a 4 (four) hour minimum, unless previously agreed to in writing.

2.4 ADDITIONAL SERVICES

Services which are not specifically identified herein as services to be performed by WEBB Associates are considered Additional Services for the purposes of this Proposal. The District may request that WEBB Associates perform services which are Additional Services. WEBB

Associates will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

2.5 EXCLUSIONS

Any work relating to the following is specifically excluded for the Construction Services proposed herein and, if required, must be contracted for under a separate contract or as an addendum to this contract:

- Full-time inspection
- Full-service Construction Management
- Welding Inspection
- Utility Potholing
- Soil and Material Testing
- Prepare Storm Water Pollution Prevention Plans (SWPPP)
- Permit and Payments
- Traffic Control Plans (by Contractor)
- Utility Relocation Plans
- Property Acquisition
- Any other work task not specifically in the Scope of Services.
- Operational Plan
- O & M Manuals

This proposal is based in part on the assumption that the District acknowledges that WEBB Associates is not responsible for the performance of work by third parties. Notwithstanding any other language contained herein, WEBB Associates, and its officers, directors, and employees, shall not be liable except to the extent that any Project damages are directly attributable to the actions of WEBB Associates.

SECTION 3 - COMPENSATION FOR SERVICES

3.1 FEE SUMMARY

WEBB is committed to providing services in a skillful, professional and competent manner consistent with the industry standards, practices and principles generally recognized as being employed by professionals in the same discipline in the County of San Bernardino and the State of California. Fees are listed below associated with the scope of work. Based upon the project's scope of work, a summary of WEBB's construction services budget is as follows:

Work shall be billed on a time and materials basis not to exceed the amount indicated below without prior authorization from the client. Total fees for services shown in the Scope of Work (Exhibit "B") shall be **\$145,600**. A breakdown of our fees is listed below:

Item No.	Description	Fee
1	Construction Management	\$93,700
2	Inspection	\$16,000
3	Construction Staking	\$35,900
	TOTAL	\$145,600

This proposal and budget are valid for 60 days from date of proposal.

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work, will be billed on a time and material basis, in accordance with our Schedule of Fees as Reimbursable Expenses. Checking and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate governmental agency.

Costs for custom invoicing, if desired by the client, shall be negotiated prior to commencement of work.



8th Street, Maple Avenue Phase IIIC
WVWD

Item	Description	Construction Services Manager	Construction Manager	Senior Engineer	Survey Technician	Inspector (PW)	2-Man Survey Party	Total Hours	Subtotal - Labor	Expenses	Total/task ¹
	Billout Rate	\$ 280	\$ 217	\$ 258	\$ 163	\$ 152	\$ 326				
	Task 1 - Construction Management	59	238	96				393	\$ 92,805	\$ 1,000	\$ 93,700
	Task 2 - Inspection					100		100	\$ 15,200	\$ 750	\$ 16,000
	Task 3 - Construction Staking	4	10		40		80	134	\$ 35,890	\$ -	\$ 35,900
	Total	63	248	96	40		80	627	\$ 143,895	\$ 1,750	\$ 145,600

1. Rounded to the nearest \$100.

EXHIBIT “2”
TO
TASK ORDER NO. 3
COMPENSATION

Task	Description	Cost
1	Construction Management	\$93,700.00
2	Inspection	\$16,000.00
3	Construction Staking	\$35,900.00
4		
	Grand Total	\$145,600.00

EXHIBIT “3”
TO
TASK ORDER NO. 3
SCHEDULE

Schedule to be determined by District staff.



STAFF REPORT

DATE: June 25, 2025

TO: Engineering, Operations and Planning Committee

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Consider a Water System Infrastructure Installation and Conveyance Agreement with HDO 4, LLC for John Previti Ave (Ventana South) Improvements.

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

A. Increase System Capacity for Anticipated Growth

MEETING HISTORY:

N/A

BACKGROUND:

HDO 4, LLC ("Developer") is the owner of land located south of Duncan Canyon Road, west of Citrus Avenue, along John Previti Avenue (formerly Lytle Creek Road) in the City of Fontana. The Developer has planned to construct the project in several phases, with each planning area containing multiple mixed-use residential and commercial products known collectively as Ventana ("Development"). In developing this land, new water mains and related facilities must be installed to allow for domestic, irrigation and fire connections to service the Development. More specifically, an extension of approximately 3,100 linear feet of 12-inch ductile iron pipe will need to be installed from the project's northern Duncan Canyon Road frontage to its southern property line on Lytle Creek Road.

DISCUSSION:

West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") to construct the water facilities needed to supply water to the Development. This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Included as **Exhibit A** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

FISCAL IMPACT:

No fiscal impact to the District.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve the Water System Infrastructure Installation and Conveyance Agreement with HDO 4, LLC for John Previti Ave (Ventana South) Improvements

Attachments

[Exhibit A - WICA.pdf](#)

Attachment A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of _____ by and between **HDO 4, LLC** ("Developer"), and **WEST VALLEY WATER DISTRICT** ("District") who agree as follows:

The Developer is the owner of certain land described as **The Ventana** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Ventana John Previti Ave (South Improvements)**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's Rules and Regulations, latest edition (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, improvement plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations by the District, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval attached herein as Exhibit "C".

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's sole expense prior to construction.

3.4. Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

4. INSURANCE REQUIREMENTS

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors 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.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Ventana John Previti Ave (South Improvements)**, is (DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (DEVELOPER TO PROVIDE AT LATER DATE). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the Contractor's cost proposal.

6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable legal requirements.

7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

- 7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: Ventana John Previti Ave (South Improvements)

- 7.3. Notices required shall be given to **Developer** addressed as follows:

DEVELOPER NAME:
ATTN TO:
ADDRESS
RE: Ventana John Previti Ave (South Improvements)

- 7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME:
ATTN TO:
ADDRESS
RE: Ventana John Previti Ave (South Improvements)

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

12. AS-CONSTRUCTED DOCUMENTATION

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including as-built drawings.

13. INDEMNIFICATION

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such

insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance

with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion thereof, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

[SIGNATURES ON NEXT PAGE]

20. ENFORCEMENT OF PROVISIONS

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

HDO 4, LLC
a New Mexico limited liability company

By: _____ Date: _____
Richard Munkvold
Authorized Agent

Exhibit A

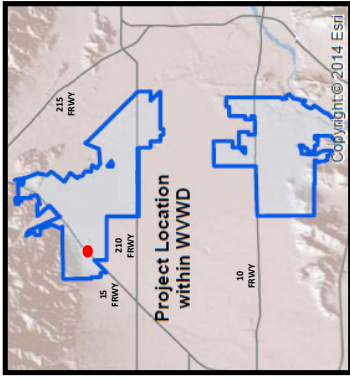
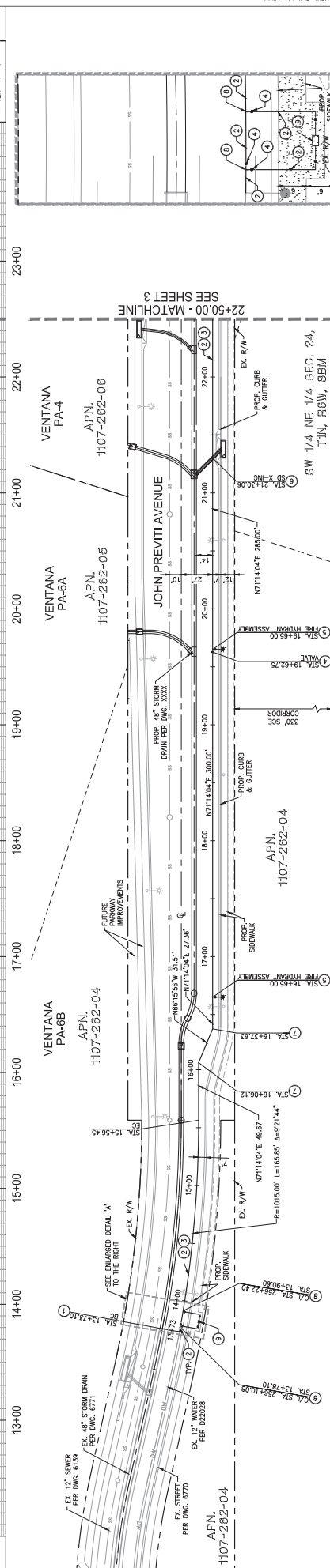
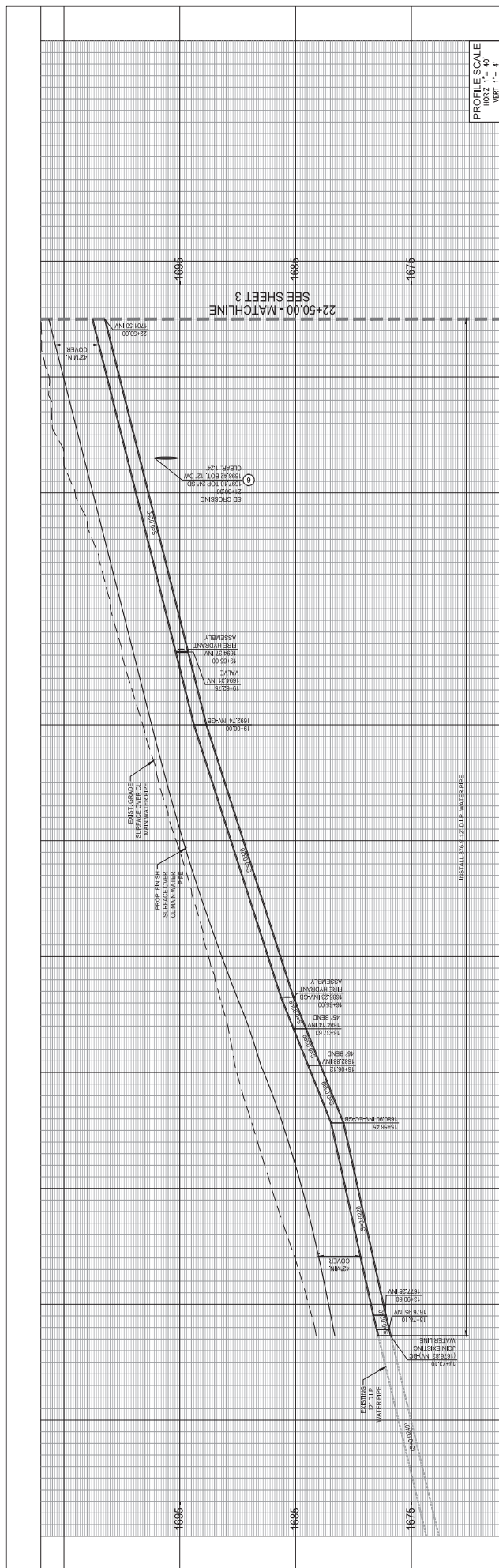


Exhibit A Ventana (South)



Exhibit B



WATER CONSTRUCTION NOTES:

1. PROJECT IN PLACE
2. REMOVE EXISTING 14" CAP OR BLIND FLANGE AND JOIN EXISTING WATER MAIN
3. INSTALL NEW 12" D.I.P. CLASS 300 WITH FULLY RESTRAINED JOINT PER W.V.I.D. STD. DWG. NO. W-30
4. TRENCH/EXCAVATE/SMOULF PER W.V.I.D. STD. W-1
5. INSTALL 12" BUTTERFLY VALVE AND VALVE BOX PER W.V.I.D. STD. NO. W-11 AND W-30
6. CONSTRUCT FIRE HYDRANT ASSEMBLY PER W.V.I.D. STD. NO. W-2 (MODIFIED CLOW VALVE CO. MODEL F900)
7. CENTER ONE STEP OF 48" OVER STORM DRAIN
8. INSTALL 12" D.I.P. TEE PER W.V.I.D. STD. DWG. NO. W-20
9. INSTALL 12" PRESSURE REGULATION VALVE WITH PROTECTIVE CAGE PER W.V.I.D. STD. DWG. W-22
10. INSTALL 1" IRRIGATION SERVICE WITH 1" METERS AND 1" BACKFLOW PER W.V.I.D. STD. DWG. NO. W-4 AND W-40

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PROJECT TO BE TURNED ON THE PROJECT. EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

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TWO MORNING
DAYS BEFORE
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TOLL FREE

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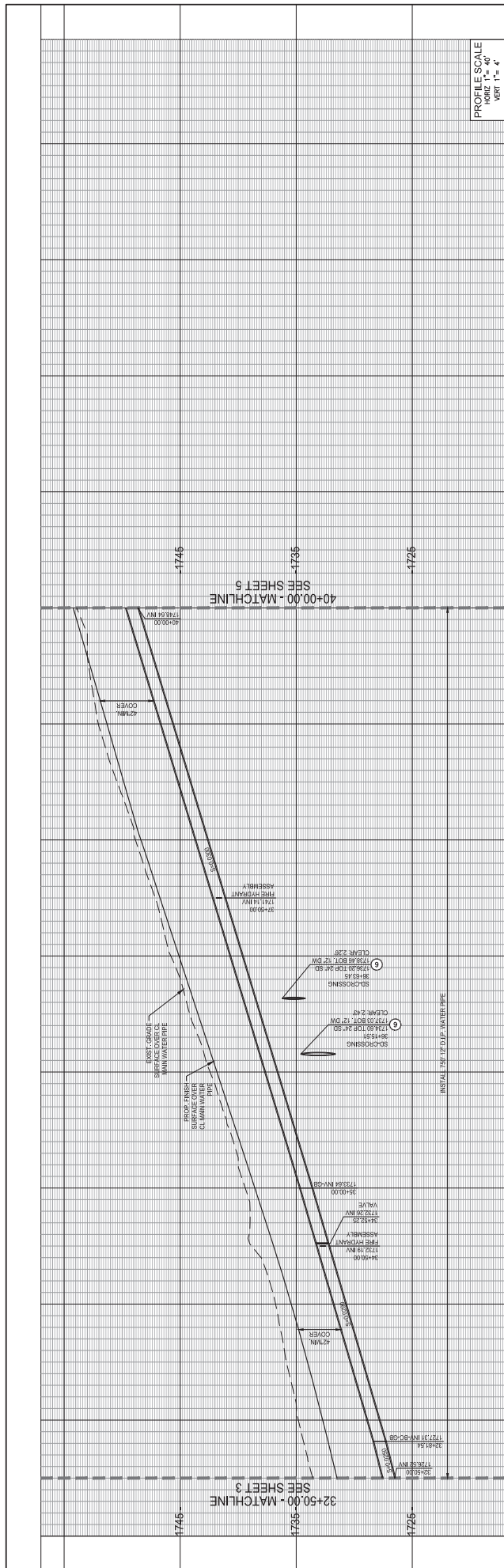
DATE _____

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CHECKED _____ SCALE: _____

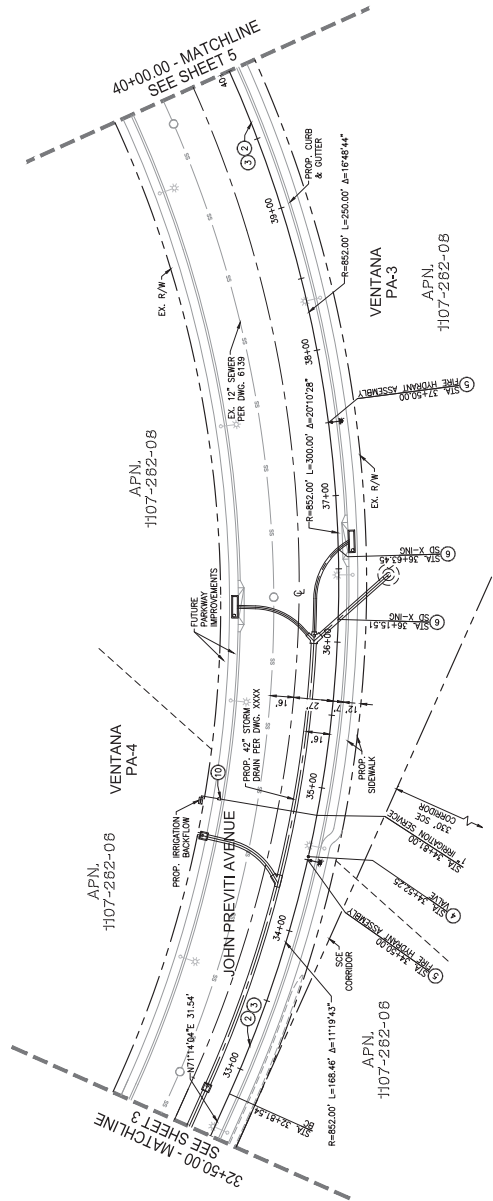
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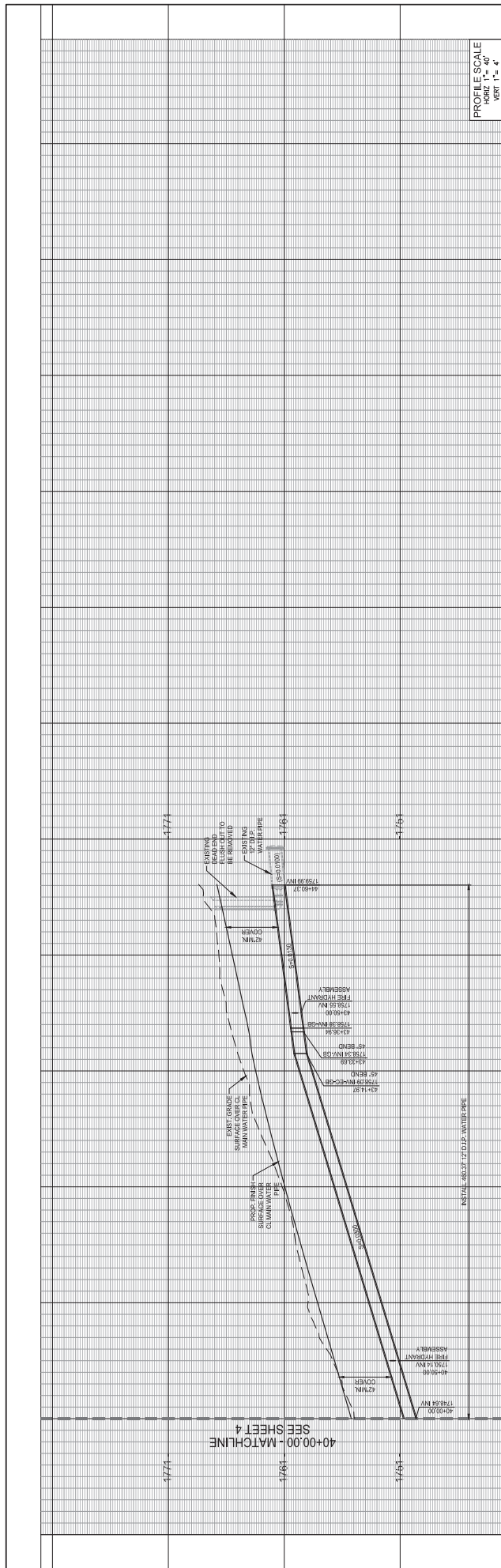
WEST VALLEY WATER DISTRICT WATERLINE IMPROVEMENT PLANS FOR JOHN PREVITI AVENUE (SOUTH IMPROVEMENTS) STA 13+73.10 TO 22+50.00	BEP D25011
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WATER CONSTRUCTION NOTES:

- 1 REMOVE EXISTING W/CLAP OR BURNED PL-ANGE AND JOIN EXISTING WATER MAIN
- 2 PROTECT MAIN CAGE
- 3 REMOVE EXISTING W/CLAP OR BURNED PL-ANGE AND JOIN EXISTING WATER MAIN
- 4 INSTALL NEW 12" D.U.P. CLASS 300 WITH FULLY REHABILITATED JOINTS PER W/CLAP STD. DWG. NO. W-430
- 5 TRINCH/CUT WATER MAIN FOR W/CLAP STD. W-1
- 6 INSTALL 12" BUTTERFLY VALVE AND VALVE BOX PER W/CLAP STD. DWG. NO. W-41 AND W-430
- 7 CONSTRUCT FIRE HYDRANT ASSEMBLY PER W/CLAP STD. DWG. NO. W-2 (MODIFIED CLOW VALVE CO. MODEL: P980)
- 8 CENTER ONE THIRD OF D.U.P. OVER STORM DRAIN
- 9 INSTALL NEW 12" D.U.P. CLASS 300 A/F BEND
- 10 INSTALL 12" D.U.P. TEE PER W/CLAP STD. DWG. NO. W-430
- 11 INSTALL 12" D.U.P. TEE PER W/CLAP STD. DWG. NO. W-42
- 12 INSTALL 12" PRESSURE REGULATION VALVE WITH PROTECTIVE CAGE PER W/CLAP STD. DWG. W-42
- 13 INSTALL 1" IRRIGATION SERVICE WITH 1" METER AND 1" BACKFLOW VALVE PER W/CLAP STD. DWG. NO. W-44 AND W-450





WATER CONSTRUCTION NOTES:

- | | | |
|----|--|--|
| 6 | PROTECT IN PLACE | |
| 7 | REMOVE EXISTING 16" CUP OR BUND FLANGE AND JOIN EXISTING WATER MAIN | |
| 8 | INSTALL NEW 12" D.I.P. CLASS 300 WITH FULLY RESTRAINED JOINTS PER W.J.W.D. STD. NO. W-30 | |
| 9 | THEIRCHOCAWATERBOPPEL PER W.J.W.D. STD. NO. 141 | |
| 10 | INSTALL 12" BUTTERFLY VALVE AND VALVE BOX PER W.J.W.D. STD. NO. W-11 AND W-30 | |
| 11 | CONSTRUCT THE FRICTION ASSEMBLY PER W.J.W.D. STD. NO. W-2 (MODIFIED CLOW VALVE CO. MODEL P980) | |
| 12 | CENTER ONE STICK OF D.U.P. OVER STORM DRAIN | |
| 13 | INSTALL NEW 12" D.I.P. CLASS 350 A-5 BEND | |
| 14 | INSTALL 12" D.U.P. TEE PER W.J.W.D. STD. NO. W-30 | |
| 15 | INSTALL 12" PRESSURE REGULATION VALVE WITH PROTECTIVE CAGE PER W.J.W.D. STD. NO. W-2 | |
| 16 | INSTALL 1" IRRIGATION SERVICE WITH 1" METER AND 1" BACKFLOW PER W.J.W.D. STD. NO. W-1 AND W-50 | |

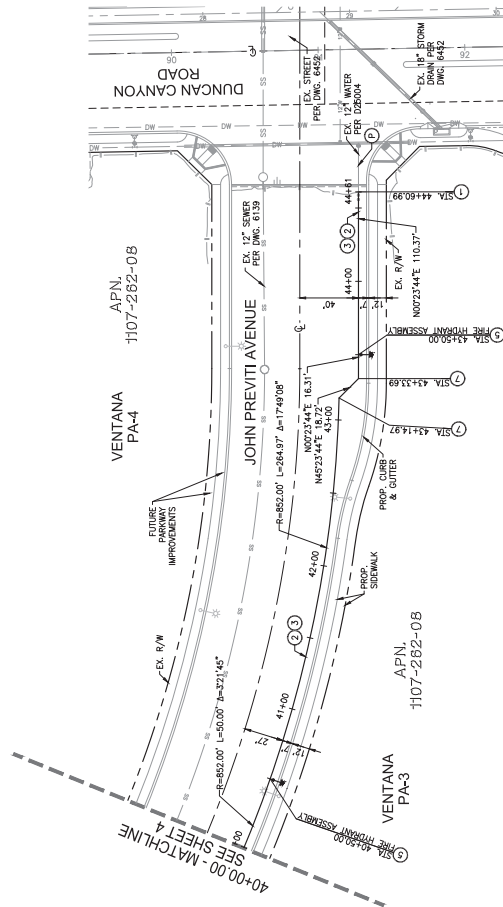


Exhibit C

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with Water Improvement Plans for Ventana John Previti Avenue (South Improvements) DATE OF APPROVED PLANS. This premium charged on this bond is \$_____ being at the rate of \$_____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

HDO 4, LLC
2151 Convention Center Way, Suite 114
Ontario, CA 91764

as the "Principal", an agreement for the work described as follows:

Water System Installation in Accordance with Approved Water Improvement Plans for Ventana John Previti Avenue (South Improvements), dated DATE OF APPROVED PLANS.

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and

_____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

HDO 4, LLC

a New Mexico Limited Liability Company

By: _____
Richard Munkvold

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)