



WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

REGULAR BOARD MEETING
AGENDA

THURSDAY, AUGUST 5, 2021
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:45 PM

BOARD OF DIRECTORS

Channing Hawkins, President
Kyle Crowther, Vice President
Dr. Michael Taylor, Director
Greg Young, Director
Dr. Clifford Young, Director

"In order to comply with legal requirements for posting of agendas, only those items filed with the District Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

Teleconference Notice: In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Board Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to the Board Secretary, Peggy Asche at peggy@wvwd.org. The webinar will also be available for public viewing by visiting www.wvwd.org. If you require additional assistance, please contact peggy@wvwd.org.

OPENING CEREMONIES

Call to Order
Pledge of Allegiance
Opening Prayer
Roll Call of Board Members

ADOPT AGENDA

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 District Clerk. 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.

PRESENTATION

- IE Works Intern Introduction.
- New Employee Introduction.
- Oliver P. Roemer Water Filtration Facility Expansion Update.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

1. July 1, 2021 – Regular Board Meeting Minutes. **(Page No. 6)**
2. July 15, 2021 – Regular Board Meeting Minutes. **(Page No. 11)**
3. Resolution No. 2021-17, Adopting the Area of LAFCO 3243 (I-15 Logistics Project) into West Valley Water District Election District. **(Page No. 15)**
4. I-10 Cedar Avenue Interchange Improvement Project: Professional Engineering Services Amendment No. 2. **(Page No. 21)**
5. Task Order No. 2 with Tom Dodson & Associates for Biological and Environmental Consulting Services for the Zone 3 Reservoir 8-3 and 8-4. **(Page No. 34)**
6. Professional Services Agreement for TCP Impact and Solution Study. **(Page No. 58)**
7. Purchase of Zone 6 Property for Well Site. **(Page No. 125)**
8. Land Purchase Agreement for the Purchase of Zone 8 Property. **(Page No. 153)**
9. Water System Infrastructure Installation and Conveyance Agreement with Richland Developers, Inc. for Lytle Creek Road Water Improvement Plans Monarch Hills Development TTM 20010. **(Page No. 165)**

10. Professional Services Agreement for the Classification and Compensation Study. **(Page No. 195)**
11. Reinstate Ordinance No. 86, an Ordinance of the Board of Directors of the West Valley Water District with Respect to Compensation and Policies Related to Board Activities. **(Page No. 277)**
12. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered through April 30, 2021, for Confidential Personnel Matters, Invoice No's. 1520673; \$803.00. **(Page No. 291)**
13. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered from March 31, 2021 to June 30, 2021, for General Services, Invoice No's. 1518520, 1520378, 1522474, and 200737; totaling \$10,198.60.
14. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered from March 31, 2021 to June 30, 2021, for Personnel Rules Audit, Invoice No's 1518521, 1520379, 1522475 and 200736; totaling \$2,597.00.
15. Approval of Payment to Hunt Ortmann Palffy Nieves, for Professional Services rendered in June 2021, Invoice No. 88849; \$30,156.50. **(Page No. 300)**
16. Approval of Payment to Leal Trejo, for Professional Services rendered in May 2021, Invoice No. 18475; \$4,582.50. **(Page No. 301)**
17. Approval of Payment to Reed & Davidson, LLP, for Professional Services rendered in May 2021, Invoice No. 42216; \$12,502.50. **(Page No. 302)**
18. Approval of Payment to Reed & Davison, LLP, for Professional Services rendered in June 2021, Invoice No. 42320; \$19,859.00. **(Page No. 303)**
19. Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in May, Invoice No. 744727, Davis v. WVWD; \$2,085.00. **(Page No. 304)**
20. Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in May, Invoice No. 744728, Romero v. WVWD; \$405.00. **(Page No. 305)**
21. Approval of Payment to Tafoya Law Group, APC, for Professional Services rendered in July 2021, Invoice No. 21-1006; \$23,356.50. **(Page No. 306)**

BUSINESS MATTERS

Consideration of:

None

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. **Board Members**
2. **General Manager**

3. Legal Counsel

UPCOMING MEETINGS

1. August 9, 2021 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
2. August 10, 2021 – West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.
3. August 11, 2021 - West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.
4. August 11, 2021 - West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
5. August 12, 2021 - West Valley Water District External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
6. August 17, 2021 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
7. August 19, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.
8. August 24, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
9. September 2, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.
10. September 7, 2021 – San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

1. August 13, 2021 – Southern California Water Conference, 8:00 a.m. to 1:00 p.m.
2. August 24-26, 2021 – The 2021 Water Expo Conference.
3. August 30-September 2, 2021 – CSDA Annual Conference.
4. Oct. 6-7, 2021 – WaterSmart Innovations Conference.

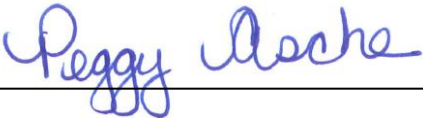
CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Five (5).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – John Rios v. West Valley Water District, Case No. CIVDS1937224.
- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS (54956.8) – Purchase and Sale Agreement for Zone 6 Property, Remaining Lot of Tract No. 20018.
- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS (54956.8) - Contract for Zone 8 Property, APN NO. 0239-041-23.
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; Shamindra Manbahal, Haydee Sainz, Robert Tafoya, Union Negotiators; re: International Union of Operating Engineers, Local 12.

ADJOURN

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 August 2, 2021.



Peggy Asche, Board Secretary

Please Note:

Material related to an item on this Agenda submitted to the Board 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 Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche 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.

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
July 1, 2021

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Attended Closed Session Only</i>			
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Maisha Mesa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rosa Gutierrez	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

- Pledge of Allegiance - Led by Vice President Kyle Crowther
- Opening Prayer - Led by Reverend R.D. Young, San Bernardino Pastors United
- Call to Order
- Roll Call of Board Members

WVWD

Minutes: 7/1/21

ADOPT AGENDA

Vice President Kyle Crowther motioned to adopt the agenda as presented and Director Dr. Michael Taylor second the motion. Hearing no discussion, the following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kyle Crowther, Vice President
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young
EXCUSED:	Gregory Young

PUBLIC PARTICIPATION

President Hawkins stated that any member of the public wishing to make any comments to the Board may do so. There were no email comments or zoom requests to speak.

CONSENT CALENDAR

Vice President Kyle Crowther motioned to adopt the agenda as presented and Director Dr. Michael Taylor second the motion. Hearing no discussion, the following vote was taken:

RESULT:	ADOPTED [3 to 1]
MOVER:	Kyle Crowther, Vice President
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther
NAYS:	Clifford Young
EXCUSED:	Gregory Young

1. **JUNE 3, 2021 - REGULAR BOARD MEETING MINUTES.**
2. **APPROVAL OF HUMAN RESOURCES POLICIES AND PRACTICES MANUAL UPDATES.**
3. **NOTICE OF COMPLETION RECORDATION FOR THE PUMP STATION 6-2 EMERGENCY GENERATOR.**
4. **REJECTION OF CLAIMS – STAFF RECOMMENDS THAT THE BOARD REJECT THE FOLLOWING CLAIM(S) AND DIRECT STAFF TO SEND APROPRIATE NOTICE OF REJECTION TO CLAIMANT(S): CLAIM NO. 7009 0141 0002 4379 2861, NADIA LOUKEH. VS. WEST VALLEY WATER DISTRICT AND CLAIM NO. 7009 1410 0002 4379 2878, DIANA GUNN VS. WEST VALLEY WATER DISTRICT.**
5. **APPROVAL OF PAYMENT TO HUNT ORTMANN PALFFY NIEVES DARLING & MAH, INC. FOR PROFESSIONAL SERVICES RENDERED THROUGH MAY 31, 2021, INVOICE NO. 88491; \$11,836.86.**

WVWD

Minutes: 7/1/21

6. **APPROVAL OF PAYMENT TO IVIE MCNEILL WYATT PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN APRIL 2021, DAVIS VS. WVWD, INVOICE NO. 744659; \$10,287.50.**
7. **APPROVAL OF PAYMENT TO IVIE MCNEILL WYATT PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED REGARDING ROMERO V. WVWD., INVOICE NO. 744657; \$5,071.50.**
8. **APPROVAL OF PAYMENT TO LEAL TREJO, FOR PROFESSIONAL SERVICES RENDERED IN APRIL 2021, INVOICE NO. 18384: \$12,656.66.**
9. **APPROVAL OF PAYMENT TO TAFOYA LAW GROUP, APC, FOR PROFESSIONAL SERVICES RENDERED IN APRIL 2021, INVOICE NO. 21-1004; \$27,547.30.**
10. **APPROVAL OF PAYMENT TO TAFOYA LAW GROUP, APC, FOR PROFESSIONAL SERVICES RENDERED IN MAY 2021, INVOICE NO. 21-2005; \$26,462.20.**

BUSINESS MATTERS

None

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members

- President Hawkins wished all a happy 4th of July. The district has been asked to participate in “Never Stop Grinding” with County of San Bernardino Rialto Food Services Backpack Giveaway at Carter High School on July 8th. It is a very important event as this is the first time the school has been opened to students. The district will provide calendars, pens, pencils, etc. that the students can utilize during the new school year.
- Vice President Crowther echoed President Hawkins and stated to please be safe. Congratulated Mr. Manbahal for being appointed the General Manager. Also, attended the General Manager Leadership Summit, which was very educational.
- Director Dr. Michael Taylor congratulated Mr. Manbahal on his new position stating that he has done an excellent job in keeping the district on the right path. Also, do not forget the men and women in uniform who keep the freedom for us to celebrate the 4th of July.

WVWD

Minutes: 7/1/21

2. General Manager

- Mr. Manbahal thanked the Board and staff for entrusting him with this great responsibility as General Manager. Also, wanted to share that he attended the General Manager’s Leadership Summit hosted by California Special District Association noting that it was one of the first in person conferences held after the pandemic. There were workshops held during the three-day conference, which included: strategic conversations, cultivating a workplace culture of respect, four-steps to a successful work planning, social media and public engagement tools for managers. The district was asked to participate at their annual conference later this year as panel members.

3. Legal Counsel

- Mr. Robert Tafoya reported out of Closed Session stating that the Board considered several items; however, final action was taken on two items:

1. The Board voted four (4) in favor and one (1) abstention to appoint Shamindra Manbahal as General Manager. The following vote was taken:

President Channing Hawkins	Yes
Vice President Kyle Crowther	Yes
Director Dr. Michael Taylor	Yes
Director Dr. Clifford Young	Yes
Director Greg Young	Abstain

2. The Board voted four (4) in favor and one (1) abstention to obtain IMW as the lawyers to defend the district in a recent litigation filed against the district. The following vote was taken:

Vice President Kyle Crowther	Yes
Director Dr. Michael Taylor	Yes
Director Dr. Clifford Young	Yes
Director Greg Young	Yes
President Channing Hawkins	Abstain

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Four (4).
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s): General Manager.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Naisha Davis vs. West Valley Water District et al. Case No. 20STCV0323.

WVWD

Minutes: 7/1/21

ADJOURN

There being no further business, the meeting adjourned at 6:54 p.m.

Channing Hawkins
President of the Board of Directors
of West Valley Water District

ATTEST:

Peggy Asche, Board Secretary

WVWD

Minutes: 7/1/21

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
July 15, 2021

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Attended Closed Session Only</i>			
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

Pledge of Allegiance - Led by President Channing Hawkins
Opening Prayer - Led by Pastor Harry Bratton with Greater Faith Grace Bible Church
Call to Order
Roll Call of Board Members

ADOPT AGENDA

Director Dr. Clifford Young motioned to adopt the agenda as presented and Vice President Kyle Crowther second the motion. Hearing no discussion, the following vote was taken:

WVWD

Minutes: 7/15/21

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Clifford Young, Director
SECONDER:	Kyle Crowther, Vice President
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young
EXCUSED:	Gregory Young

PUBLIC PARTICIPATION

President Hawkins stated that any member of the public wishing to make any comments to the Board may do so. There were no email comments or zoom requests to speak.

PRESENTATION

- **IE Works Apprenticeship Program Update**

Mr. Shamindra Manbahal, General Manager, reported that the district embarked in this program about a year ago with President Channing Hawkins leading the path. Mr. Manbahal is pleased to announce today that there has been significant improvement and progress with this program. The opportunity is to provide young people an introduction into the water industry. Currently the partners are:

- Water – West Valley Water District, Western Municipal Water District, San Bernardino Valley Municipal Water District, Inland Empire Utilities Agency, and Rancho Cucamonga Water District.
- Unions – BCT Council of San Bernardino & Riverside County – IUOE L12.
- Community Colleges/Training Partners – San Bernardino Valley College, Chaffey College, Riverside Community College, and Mount San Jacinto College.
- Community Organizations – IE Black Worker Center, LEELA Project, Operation New Hope, BLU Foundation, WELL, and San Bernardino & Riverside Workforce Development Boards.
- Technical Advisors – JVS, and BAYWORK.

The internship program is for community college trade programs for students with 1-2 semesters of coursework completed. It is a 10+ week paid internship in operations and maintenance positions. Includes shadowing, performing basic duties; in some cases, performing preventive maintenance, and schematic reading. Mr. Manbahal introduced Mr. Scott Goddell stating that he was recently hired by IE Works as the Program Manager who will be leading the efforts moving forward and is pleased to announce that the district has committed to 3 new interns for this summer.

CONSENT CALENDAR

Director Dr. Michael Taylor motioned to adopt the agenda as presented and Vice President Kyle Crowther second the motion. Hearing no discussion, the following vote was taken:

WVWD

Minutes: 7/15/21

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Taylor, Director
SECONDER:	Kyle Crowther, Vice President
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young
EXCUSED:	Gregory Young

1. **JUNE 17, 2021 - REGULAR BOARD MEETING MINUTES.**
2. **APPROVAL OF MONTHLY FINANCIAL REPORTS FOR JUNE 2021 (PO, TREASURER, CASH DISBURSEMENT, REVENUES & EXPENDITURES).**
3. **TRANSFER OF UNCLAIMED FUNDS INTO DISTRICT GENERAL FUND.**
4. **ADOPT RESOLUTION NO. 2021-19, APPROVING THE ADDITION OF DELINQUENT NON-PAID CHARGES TO THE ANNUAL TAXES LEVIED UPON THE PROPERTY IN SAN BERNARDINO COUNTY.**
5. **APPROVAL OF PAYMENT TO IVIE MCNEILL WYATT PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN JUNE 2021, DAVIS V. WVWD., INVOICE NO. 744787; \$8,710.00.**
6. **APPROVAL OF PAYMENT TO IVIE MCNEILL WYATT PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN JUNE 2021, ROMERO V. WVWD, INVOICE NO. 744788; \$8,565.00.**
7. **APPROVAL OF PAYMENT TO TAFOYA LAW GROUP, APC, FOR PROFESSIONAL SERVICES RENDERED IN JUNE 2021, INVOICE NO. 21-1006; \$23,356.50.**

BUSINESS MATTERS

None

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members

None

2. General Manager

None

3. Legal Counsel

- o Mr. Robert Tafoya reported out of Closed Session stating that the Board took no final action.

WVWD

Minutes: 7/15/21

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Two (2).
- CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYEE APPOINTMENT – Pursuant to Government Code Section 54957: Title(s) General Manager.
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; Shamindra Manbahal, Haydee Sainz, Robert Tafoya, Union Negotiators; re: International Union of Operating Engineers, Local 12.

ADJOURN

There being no further business, the meeting adjourned at 7:09 p.m.

Channing Hawkins
President of the Board of Directors
of West Valley Water District

ATTEST:

Peggy Asche, Board Secretary

WVWD

Minutes: 7/15/21



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: ADOPT RESOLUTION 2021-17, ADOPTING THE AREA OF LAFCO 3243 (I-15 LOGISTICS PROJECT) INTO WEST VALLEY WATER DISTRICT ELECTION DISTRICT 1

BACKGROUND:

I-15 Logistics, LLC. is the owner of land (Exhibit A) located in unincorporated San Bernardino County, northwest of Interstate 15 (I-15), south of Sierra Avenue, east of Lytle Creek Road, and north of the City of Fontana's city limits, known as I-15 Logistics Center (I-15 Logistics Project). The I-15 Logistics Project proposes to construct a 1,171,788 square foot industrial warehouse. The project area is mostly within West Valley Water District's (District) service area, with the exception of 206,633 sq. ft. (4.744 Acres +/-). On February 6, 2020 the Board of Directors approved a plan for service and annexation of this area into the District's service area. On March 29, 2021, the Local Agency Formation Commission (LAFCO) by, Resolution No. 3328, adopted LAFCO 3243 reorganization to include annexation of this area into the District's service area.

DISCUSSION:

Division 21, State and Local Reapportionment, Chapter 8, Special Districts Election Code §22000(c) states that at the time of, or after, any annexation of territory to the District, the Board of Directors shall designate, by resolution, the division of which Election District the annexed area shall be a part. Attached as Exhibit B is Resolution 2021-17, adopting the area of LAFCO 3243 (I-15 Logistics Project) into West Valley Water District's Election District 1.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

LJ:ls

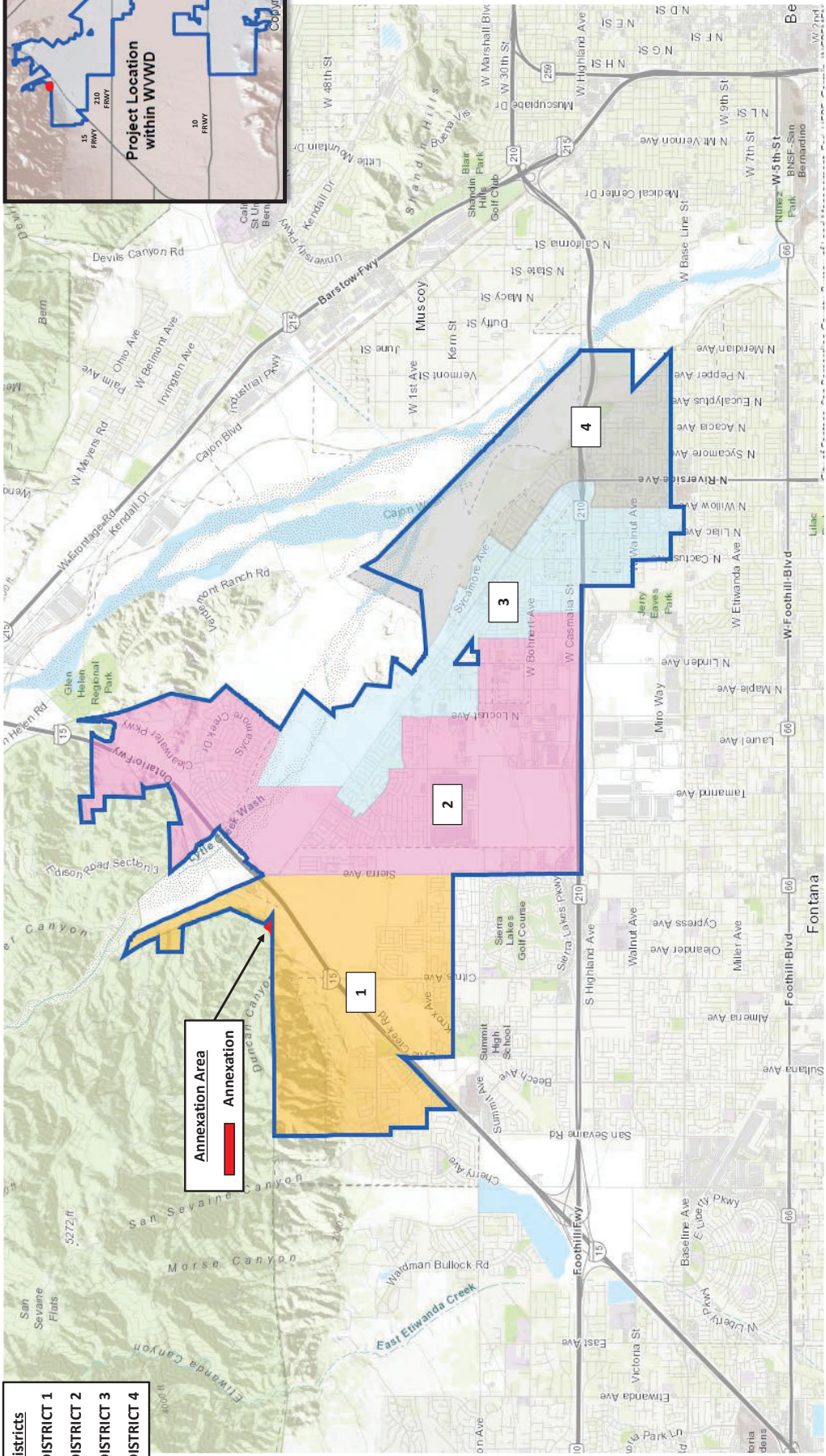
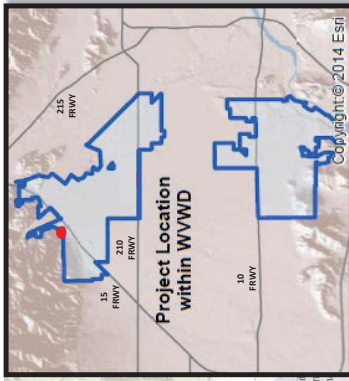
ATTACHMENT(S):

1. Exhibit A Annexation Area
2. Exhibit B - Resolution 2021-17

MEETING HISTORY:

07/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



Annexation Area
Annexation





Election Districts	
	DISTRICT 1
	DISTRICT 2
	DISTRICT 3
	DISTRICT 4



Exhibit A
Annexation Area



EXHIBIT B

RESOLUTION NO. 2021-17

**RESOLUTION OF THE BOARD OF DIRECTORS
OF WEST VALLEY WATER DISTRICT
ADOPTING THE AREA OF LAFCO 3243 (I-15 LOGISTICS PROJECT)
INTO ELECTION DISTRICT 1**

WHEREAS, on March 29, 2021, the Local Agency Formation Commission (LAFCO) by, Resolution No. 3328, adopted LAFCO 3243 reorganization to include annexation of an area being proposed for development of a 1,171,788 square (sq) foot high-cube warehouse facility (I-15 Logistics Project) to the City of Fontana, Fontana Fire Protection District, West Valley Water District (District), and the San Bernardino Valley Municipal Water District; and

WHEREAS, Exhibit “C” of LAFCO 3243 more clearly identifies the area annexed into the District’s service area, which area is located in Government Lot 1 and that portion of the Southwest Quarter of Section 7, Township 1 North, Range 5 West, San Bernardino Meridian in the unincorporated area of San Bernardino County, State of California, calculated to be 206,633 sq. feet (4.744 Acres+/-), and is graphically shown on Exhibit “C-1” of LAFCO 3243; and

WHEREAS, on February 6, 2020 the Board of Directors approved a plan of service and annexation of this area into the District’s service area boundary; and

WHEREAS, this area is located on the northern boundary of West Valley Water District’s Election District 1; and

WHEREAS, Division 21. State and Local Reapportionment, Chapter 8, Special Districts Election Code §22000(c) states that at the time of, or after, any annexation of territory to the District, the Board of Directors shall designate, by resolution, the division of which Election District the annexed territory shall be a part.

NOW THEREFORE BE IT RESOLVED, that this Resolution hereby adopted and approved by the Board of Directors of the West Valley Water District, designates the annexed territory identified in LAFCO 3243, Exhibit “C”, as part of Election District 1.

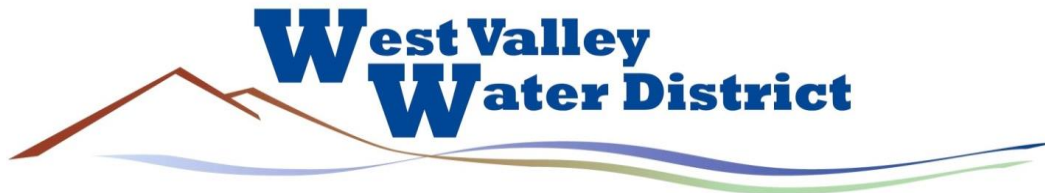
ADOPTED, SIGNED, AND APPROVED THIS 19th DAY OF AUGUST, 2021 BY THE FOLLOWING VOTE:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

ATTEST:

Peggy Asche
Board Secretary

Channing Hawkins,
President of the Board of Directors
of West Valley Water District



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT:
 PROFESSIONAL ENGINEERING SERVICES AMENDMENT NO. 2

BACKGROUND:

West Valley Water District (“District”) proposes to design for the Development of Construction Bid Documents for Water Main Replacement, Construction Management, and Inspection Services for the Interstate 10 Cedar Avenue Interchange Improvement Project (“I-10 Cedar Avenue Interchange Improvement”). The I-10 Cedar Avenue Interchange Improvement Project is required by the San Bernardino County Transportation Authority (“SBCTA”) and San Bernardino County, in cooperation with the California Department of Transportation and the Federal Highway Administration, to improve the I-10/Cedar Avenue interchange in the unincorporated community of Bloomington. The proposed project will widen the Cedar Avenue Overcrossing Bridge (“Cedar Avenue Bridge OC”), Union Pacific Railroad (“UPRR”)/Cedar Avenue Overhead Bridge (“Cedar Avenue Bridge OH”), Cedar Avenue, and modify the existing entrance and exit ramps to improve the turning maneuverability and storage capacity. The widening of the I-10 Cedar Avenue Interchange Improvement Project is of critical importance to SBCTA and WVWD to reduce traffic congestion at the interchange. Construction is scheduled to begin in August 2021.

WVWD’s water facilities are located within SBCTA’s proposed improvements along Cedar Avenue between Bloomington Avenue and Orange Street. Approximately 2,600 linear feet of 12-inch water main and 1,300 linear feet of 8-inch water main will need to be replaced. On the Cedar Avenue Bridge OC and OH, the 8-inch water main is in a 16-inch steel casing and the 12-inch water main is in a 20-inch steel casing and as part of the bridge widening project, will need to be replaced. WVWD has prior water rights and has existing agreements with the State of California. This Project will be funded by SBCTA and will be required to coordinate all Work with SBCTA for review and approval. A Caltrans permit and a UPRR permit will be required. Work requires relocating the existing water main, meters, valves, and a fire hydrant.

DISCUSSION:

On October 15, 2020, the Board of Directors directed the General Manager to enter into an agreement with Michael Baker International, Inc. (“MBI”) for the Development of Construction Bid Documents for Water Main Replacement, Construction Management, and Inspection Services for the I-10 Cedar Avenue Interchange Improvement Project.

On February 18, 2021, the Board of Directors approved Task Order No. 1 Amendment No. 1 perform the additional design, construction management, inspections services, and survey staking for site improvements on Valley Boulevard outside the scope of work required by Caltrans.

On June 30, 2021, MBI submitted a proposal for additional funds required to modify the plans as requested by Caltrans. The additional design services include completing AutoCAD surface files, incorporating a monitoring and alarm system for two (2) vaults on the bridge, vault waterproofing measures, vault drain lines, additional structural plan views, flexible joint placement, and structural coordination. Attached as **Exhibit A** is a copy of Task Order No. 1 Amendment No. 2, which includes the proposal received by MBI to modify the plans to cover the cost for the additional work.

FISCAL IMPACT:

The funds related to this project will be reimbursed to WVWD once the Utility Agreement is executed with SBCTA, therefore no ratepayer funds will be utilized. The cost to perform the additional design services for the I-10 Cedar Avenue Interchange Improvement Project as proposed by MBI is \$51,575.00.00. This item is included in the Fiscal Year 2021/22 Capital Improvement Budget under the W19055 I-10 Cedar Avenue Interchange Project with an available budget of \$2,500,000.00.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

RG:ls

ATTACHMENT(S):

1. Exhibit A - Task Order No. 1 Amendment No. 2 with Michael Baker Internat.._

MEETING HISTORY:

07/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

AMENDMENT NO. 2 TO TASK ORDER NO. 1

Development of Construction Bid Documents for Water Main Replacement, Construction Management, and Inspection Services

This Amendment No. 2 (“Amendment”) is executed this 5th day of August, 2021, by and between West Valley Water District, a public agency of the State of California (“District”) and Michael Baker International (“Consultant”).

RECITALS

- A. On or about October 15th, 2020, District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Amendments from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Amendment 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, 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 Amendment. 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 Amendment 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 _____
Channing Hawkins, President

By _____
Shamindra Manbahal, Interim General
Manager

By _____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

MICHAEL BAKER INTERNATIONAL

By _____
Name _____
Its _____

EXHIBIT "1"
TO
AMENDMENT NO. 2 TO TASK ORDER NO. 1
SCOPE OF SERVICES

Scope:

- 1. Additional design services per the attached letter proposal dated June 30, 2021. The letter and supporting documents are incorporated by reference to this Amendment.**

June 30, 2021

JN 181262

Ms. Bertha Perez, P.E.
West Valley Water District
855 W Base Line Road
PO Box 920
Rialto, CA 92377

Subject: Amendment No. 2 for Task Order No. 1, I-10 Cedar Avenue Interchange Improvements, Project No. W19055

Dear Ms. Perez,

The focus of this letter is for your approval of Amendment No. 2 for Michael Baker's additional design services relating to the Cedar Avenue Interchange Improvements. These represent work items that are beyond the original scope and fee quoted in the original project proposal. Each item is described in detail below.

Task 2-1: Surface File Creation (Phase 1)

Michael Baker's design fee was based on the assumption that Caltrans would provide a complete and useable surface file representing the project conditions. Caltrans was not able to provide a complete surface file for the project design. Michael Baker has received piecemeal portions of survey contours and information and have not received source data that would allow a surface to be imported into AutoCAD. As such, Michael Baker must prepare a complete surface using multiple data source that will be electronically stitched together for the water line profiles.

Michael Baker will coordinate with and procure the remaining survey source data from Caltrans and create a surface profile. This profile will be limited to the contour data provided with one-foot intervals and will not have available surface data in increments of less than one foot that is often provided in an aerial survey topographic surface.

Task 2-2: Alarm System (Phase 1)

Caltrans has requested the incorporation of monitoring and alarm system to detect water intrusion for the two vaults located to the south of the OH bridge. This system is to include water level monitoring, a remote dialer system, an alarm, and solar battery power.

Michael Baker will evaluate two separate technologies and will incorporate a water alarm system on the Drawings and into the specifications as necessary. The design sheets will include the locations for the panels, conduits, and appurtenances. A wiring diagram will be provided based on the equipment specified. This system will serve the southernmost two vaults only.

Task 2-3: Vault Water Proofing Measures (Phase 1)

Caltrans requested that Michael Baker incorporate water proofing measures into the vault design for the concrete vaults for the flexible joints.

Michael Baker will incorporate water stops into the joint designs, specify waterproofing coating requirements for the vaults, and develop detail(s) to seal pipe penetrations using pipe boots, link seals, gaskets, or other appropriate means to help waterproof the vault structure.

Task 2-4: Vault Drain Lines (Phase 1)

Caltrans has requested improved vault drains beyond the typical gravel pack drain for condensate and nuisance water. The southernmost vaults are required to include gravity drain lines originating from the vaults and draining to a proposed storm drain collection structure approximately 400 feet to the south. The other vaults will require drains on to the freeway are below, with piping extending down the abutment and crossing through the wall below the bent.

Michael Baker will add a profile alignment for this drain line and provide a profile elevation of the drain and evaluate the drain for conflicting utilities. Details for drain connection to the vault and storm drain structure will be provided. Details for the other drain lines through the structural wall will be evaluated and shown on the drawings.

Task 2-5: Additional Structural Plan Views (Phase 1)

Caltrans has requested that partial plans of the bridge structural reinforcing members be shown to indicate the spacing. The original Michael Baker fee assumed that typical connection would be shown, and spacing requirements noted, as has been provided in other, similar project with Caltrans.

Michael Baker will prepare partial plan view drawings with section elevations for the structural members and indicate the spacing and locations on the partial plans.

Task 2-6: Flexible Joint Placement and Structural Coordination (Phase 1)

Michael Baker had assumed that Caltrans would accept the approach to place vaults at the abutments without extensive questioning or discussion for the approach. The approach used in this project was assumed to be pre-approved because it's described in a published Memo to designers by Caltrans. However, due to the cellular fill and specifics around this project, additional effort was required to provide support for ongoing discussion and addressing comments received from multiple sources at different times. The coordination with Caltrans has increased the structural design team's effort by approximately 10%.

Task 2-7: Additional Project Management (Phase 1)

The number of meetings, calls, and discussion with the project team has exceeded the number of workshop calls and coordination effort originally anticipated. Furthermore, the receipt of multiple streams of comments received at various time by various reviewers was not anticipated and has created inefficiencies in tracking comments. Michael Baker requests that an additional 40 hours of management time be included to staff to continue supporting project management activities, including calls with Caltrans and WVWD, sorting and tracking comments, and the preparation of separated invoices for approval by SBCTA. These hours will be divided amongst senior staff.

Task 2-8: Revised Structural Calculations (Phase 1)

Michael Baker performed the initial structural calculation using seismic values based on the specific project location, which is standard practice. Caltrans reviewed the calculations and provided comments, and the calculation were finalized. However, and there complete of the final calculations and after the 90% Drawing submission, Caltrans requested that Michael Baker revise the final calculation package using alternate seismic values specified by Caltrans.

Michael Baker will revise the structural calculation package and prepare a revised final calculation package using the alternated seismic values as instructed by Caltrans. No change to the drawings are anticipated to be required based on the changes.

Further Work Items – Still Under Evaluation

During the last design review meeting, a comment from the Caltrans bridge engineer was discussed. This comment was regarding the need for the casing to accommodate the vertical curve profile of the bridge. Caltrans further disclosed that the final bridge curvature and manufacture of the steel girders will be based on field conditions and will be required to match the existing bridge. This introduces some level of uncertainty in the exactness of the spacing between the structural support members.

The bridge design was already too tight to accommodate the required 20-inch steel casing commonly used for a 12-inch steel water line. This was overcome using an 18-inch casing, which requires the use of low-profile pipe joints and low-profile casing spacers, and will prevent the use of mortar repair hand holes, requiring centrifugally applied repair mortar in the pipe. This installation was design with only 3/4-inch of space to accommodate construction tolerances. After another review of the drawings, with the added information that field adjustments will be made, we feel that this additional information introduces more risk and we further discussions are required to find a solution that accommodates the bridge design intent to introduce adjustments during construction.

Ms. Bertha Perez, PE
West Valley Water District
Page 4

June 30, 2021

As of 6/30/2021, Michael has revised the Phase 1 design drawings to accommodate the curvature of the bridge using deflected joints in the pipe and casing. However, until this design has been accepted by Caltrans, further work could be incurred to accommodate requests by Caltrans to modify the design from a typical installation to meet unknown or undisclosed preferences for this project.

The detailed breakdown of each task including hourly rates is provided in the attached Fee Table.

Should you have any questions, please contact me directly by phone at: (951) 506-2086; or via e-mail: miles.costanza@mbakerintl.com.



Miles Costanza, PE

FEE TABLE

I-10/Cedar Ave Amendment 2

	Approximate Person Hours											Total Estimated Hours	Labor Cost	Direct/Repro Subcontract Costs	Total Estimated Fee		
	Principal Manager	Project Manager	Senior Engineer	Project Engineer	Senior Surveyor	Electrical Manager	Electrical Designer	Structural Manager	Structural Engineer	Structural Designer	Structural Designer						
	\$ 280.00	\$ 220.00	\$ 195.00	\$ 165.00	\$ 185.00	\$ 225.00	\$ 130.00	\$ 245.00	\$ 225.00	\$ 130.00	\$ 130.00						
Amendment 1																	
Task 2-1: Surface File Creation		2		4	80										\$ 15,900.00	\$ -	\$ 15,900.00
Task 2-2: Alarm System			2	8		4	16								\$ 4,690.00	\$ -	\$ 4,690.00
Task 2-3: Vault Water Proofing Measures			2	4				1	4	8					\$ 3,235.00	\$ -	\$ 3,235.00
Task 2-4: Vault Drain Lines		2	8	42											\$ 8,990.00	\$ -	\$ 8,990.00
Task 2-5: Additional Structural Plan Views			2					4	4	32					\$ 6,430.00	\$ -	\$ 6,430.00
Task 2-6: Structural Coordination		1						4	6	8					\$ 3,590.00	\$ -	\$ 3,590.00
Task 2-7: Additional Project Management		20	10					10							\$ 8,800.00	\$ -	\$ 8,800.00
Further Work Items Under Evaluation																	
AMENDMENT 2 TOTAL:	0	25	24	58	80	4	16	19	14	48	48	288	\$ 51,575.00	\$ -	\$ 51,575.00	\$ -	\$ 51,575.00

EXHIBIT "2"
TO
AMENDMENT NO. 2 TO TASK ORDER NO. 1
COMPENSATION

The fee estimated for additional design services, construction management, inspection services, and survey staking is **\$51,575.00**.

TASK NUMBER	TASK DESCRIPTION	COST
2-1	Surface File Creation	\$15,900.00
2-2	Alarm System	\$4,690.00
2-3	Vault Water Proofing Measures	\$3,235.00
2-4	Vault Drain Lines	\$8,930.00
2-5	Additional Structural Plan Views	\$6,430.00
2-6	Structural Coordination	\$3,590.00
2-7	Additional Project Management	\$8,800.00
Total Cost		\$51,575.00

EXHIBIT "3"
TO
AMENDMENT NO. 2 TO TASK ORDER NO. 1

SCHEDULE

Schedule to be determined by District staff.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: TASK ORDER NO. 2 WITH TOM DODSON & ASSOCIATES FOR BIOLOGICAL AND ENVIRONMENTAL CONSULTING SERVICES

BACKGROUND:

The West Valley Water District (“District”) service area consists of eight (8) pressure zones: Zone 2, 3, 3A, 4, 5, 6, 7 and 8 and is divided into Northern and Southern systems by the central portion of the City of Rialto. Pressure Zone 8 is the northernmost zone in the District’s Northern System and is generally north of Glen Helen Parkway, with Sierra Avenue and Clearwater Parkway serving as the western and eastern boundaries respectively. Storage is provided by R8-1 and R8-2 Reservoirs.

The construction of new Zone 8-3 (“R8-3”) and Zone 8-4 (“R8-4”) Reservoirs (“site”) are required in order to provide additional capacity for buildout development within Pressure Zone 8 and is needed to supply water to existing and anticipated development in the Lytle Creek area. R8-3 is anticipated to be constructed in 2022 and will provide surplus storage capacity to meet growing storage requirements as development continues and projected to occur in Pressure Zone 8 and R8-4 will be constructed in the future.

DISCUSSION:

In 2011, a Mitigated Negative Declaration (“MND”) was prepared and published. See attached Exhibit A for a copy of the published R8-3 and R8-4 MND. The R8-3 project was originally designed in 2008 for construction in 2011/2012 however the reservoir was not constructed due to insufficient funds. Project funds are now available and the plans are currently being revised by a consultant and the scope of work remains the same, except for a small portion of the San Bernardino National Forest (“SBNF”) land adjacent to the site which requires grading. The District submitted a permit application for grading on SBNF area and will be required to comply with the National Environmental Policy Act (“NEPA”). NEPA was not included in the 2011 MND.

Due to new regulations between 2011 and now, a Request for Proposal (“RFP”) to review the existing MND and verify all requirements are in compliance with the California Environmental Quality Act (“CEQA”) Section 15162 and with NEPA has been prepared. The RFP was posted on PlanetBids to four (4) pre-approved Consulting firms for the Project. On June 30, 2021, the District received one (1) proposal in response to the RFP from four (4) of the Consulting firms - Tom Dodson & Associates (“TDA”).

The written proposals were evaluated based on the following criteria:

- Qualifications and specific Experience of the assigned Project Team Members and Relevant Past Performances and Experience of the Firm (40%).
- Fees & Cost, Estimated Labor Hours, Not-To-Exceed Design Services Pricing and other anticipated Costs (25%).
- Ability of the Consultant to meet Project Schedule (20%).
- RFP Responsiveness, Clarity and Conformance; Demonstrated Capability and Sufficient Resources to successfully and timely complete the project; Project approach (15%)

The proposal was reviewed by a committee comprised of District Staff to ensure the proposal met the minimum requirements in the scope of work. Based on qualifications, technical experience, and cost, Staff concluded that TDA will provide value for the District's needs for the Project. The firm's design approach, overall understanding of the project's goals, and reasonable cost, further aided in the decision to select TDA for the RFP. The scope of work identified in the proposal assumes that either an Addendum or an Initial Study will be the appropriate environmental determination for this project. The ultimate determination of which document is the appropriate means by which to comply with CEQA will depend on whether the project can meet the requirements of CEQA Statue 15164. The cost for the Addendum is \$30,050 and the cost for an Initial Study ("IS") is \$40,030.25. The District will award the Work for the IS and ultimately determine which document is the most appropriate means to comply with CEQA. Attached as Exhibit A is the Task Order No. 2 with TDA which includes the submitted Proposal.

FISCAL IMPACT:

The cost to perform the Project as proposed by TDA is \$40,030.25. This item is included in the Fiscal Year 2021/22 Capital Improvement Budget under the W19008 Zone 8-3 Reservoir Project. The project has an available budget of \$3,611,845.25. Sufficient funds are available in the project budget to cover the cost. A summary of the available funds is as follows:

CIP FY 2021-2022 Project Name	Current Budget	Environmental Cost	Remaining Budget
W19008 Zone 8-3 Reservoir	\$3,611,845.25	\$40,030.25	\$3,571,815.00

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

RG:ls

ATTACHMENT(S):

1. Exhibit A - Task Order No. 2 with TDA

MEETING HISTORY:

07/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

TASK ORDER NO. 2

Biological and Environmental Consulting Services for Zone 8-3 and Zone 8-4 Reservoirs Project

This Task Order (“Task Order”) is executed this 5th day of August, 2021, by and between West Valley Water District, a public agency of the State of California (“District”) and Tom Dodson & Associates (“Consultant”).

RECITALS

- A. On or about May 20th, 2021, 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 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, 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 _____
Channing Hawkins, President

By _____
Shamindra Manbahal, Interim General Manager

By _____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

TOM DODSON & ASSOCIATES

By _____

Name _____

Its _____

EXHIBIT "1"**TO****TASK ORDER NO. 2****SCOPE OF SERVICES****Scope:**

- 1. Engineering Design Services for the Biological and Environmental Consulting Services for Zone 8-3 and Zone 8-4 Reservoirs Project per the attached proposal dated June 30, 2021.**

TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406

Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

Tel: (909) 882-3612 ♦ *Fax:* (909) 882-7015 ♦ *Email:* tda@tdaenv.com



MEMORANDUM

June 16, 2021

From: Tom Dodson & Kaitlyn Dodson-Hamilton, Tom Dodson & Associates

To: West Valley Water District

Subject: RFP to Provide an Environmental Scope of Work/Proposal for the Project Titled “Zone 8-3 and Zone 8-4 Reservoirs” for West Valley Water District

Thank you for the opportunity to be considered for award of the Environmental Consulting Services for the Zone 8-3 and Zone 8-4 Reservoirs Project defined in the above-referenced request for proposal. Tom Dodson & Associates (TDA) looks forward to working with West Valley Water District (WVWD or District) on this Project as we have for many other water agencies providing service in the Inland Empire area. TDA has extensive experience with several water agencies and wastewater collection providers and has served the Southern California Area with Environmental Consulting Services for 40 years. It has been TDA’s experience that a team’s performance can best be demonstrated by the long- term relationships it maintains with its clients. TDA also has long-term relationships with several water/wastewater districts/agencies and cities, such as Inland Empire Utilities Agency, San Bernardino International Airport Authority, Mission Springs Water District, and the City of El Monte.

TDA agrees with WVWD’s assessment that an Addendum or an MND is the appropriate mechanism by which to comply with CEQA for the proposed updated reservoir project, and believes that we can meet the scope of services outlined in the RFP within a reasonable time frame (3-5 months) and within a reasonable budget, ultimately providing WVWD with a quality end product and result. TDA envisions working closely with WVWD’s staff and engineers to produce a project description that can be used to facilitate the commencement of the technical studies we believe will be required to accompany the analysis contained in either the Addendum or Subsequent MND and to facilitate the commencement of the AB 52 consultation process (if required) between WVWD and any Tribes who have requested consultation under the Assembly Bill. TDA believes that the following technical studies will be required to accomplish full CEQA and NEPA Compliance: Cultural Study, Biological Resources Assessment and Jurisdictional Delineation, and an updated Air Quality and Greenhouse Gas Impact Analysis that would facilitate NEPA compliance for the Project. TDA believes that the hazardous material evaluation can be accomplished through review of the California State Waterboard GeoTracker web service, and doesn’t assume the need for a full Phase I evaluation of the project footprint.

The scope of work outlined in the forthcoming pages will lead to a fully substantiated CEQA environmental determination for the proposed project over a period of less than five months. I believe the schedules below are reasonable to comply with CEQA and meet the District’s objectives for the proposed project. Should you have any questions regarding the proposal, please feel free to give me a call.

Sincerely,

Tom Dodson, President

SUMMARY OF RESUMES FOR TOM DODSON & ASSOCIATES STAFF

BRIEF PROFILE: TOM DODSON & ASSOCIATES

Tom Dodson & Associates (TDA), incorporated in 1983, is a small environmental consulting and regulatory compliance firm located in San Bernardino. The principal partners, Tom Dodson (President) and Kaitlyn Dodson-Hamilton (Vice President), are directly involved in day-to-day operation of the firm and are also involved in each project undertaken by TDA. This approach provides the company owners with direct knowledge and oversight for each project, thus ensuring that each project receives the firm's high standard for product quality.

A common theme of all TDA projects is compliance with environmental requirements while meeting project schedules. TDA works with clients to meet schedules and identify reasonable and ethical environmental requirements. For every project, TDA has found there is a mutually acceptable balance between development goals and the need to protect the environment. TDA strives to define this balance for clients and regulators and present workable solutions that both parties can accept as the basis for implementation of projects. With over 50 years of collective experience in environmental problem-solving, TDA has been remarkably successful in meeting client and environmental objectives. For example, TDA has completed several reservoir projects in the last few years including assisting San Gabriel Valley Water Company with their Plant B14 Reservoir Project, San Antonio Water Company with their Holly Drive Reservoir Project, and the City of Upland with their Reservoir Development Project. Additionally, TDA is currently working on a similar project involving installation of a second reservoir for Mission Springs Water District at their Vista Reservoir site through the use of an MND. As such, TDA believes that we have relevant and recent experience that will aid West Valley Water District in meeting CEQA requirements for this project.

STAFF PROFILE: TOM DODSON & ASSOCIATES

Tom Dodson, President, TDA

Education: M.A., Geography, University of California at Berkeley, 1973; B.A., Geography, University of California at Berkeley, 1968

Summary of Experience: Tom Dodson is the President of Tom Dodson and Associates since its incorporation. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson and TDA serve as the environmental advisors/consultants to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

Kaitlyn Dodson-Hamilton, Vice President and Environmental Specialist, TDA

Education: B.A., English with Honors, University of California at Riverside, 2011

Summary of Experience: Kaitlyn Dodson-Hamilton is an Environmental Analyst for Tom Dodson & Associates. Ms. Dodson-Hamilton has more than five years of experience at TDA in environmental and resource management, with special expertise in CEQA and NEPA compliance. She has over 10 years of part-time experience providing support at TDA in research and mapping for CEQA, NEPA, and regulatory purposes at TDA. Ms. Dodson-Hamilton personally prepares environmental documentation for a broad variety of CEQA and NEPA projects, as well as regulatory permits for the State Department of Fish and Game, U.S. Fish and Wildlife Service, and the U.S. Army Corps of Engineers with the oversight of Tom Dodson, president of Tom Dodson & Associates. She works in conjunction with Tom to work with clients, governmental agencies, and decision-makers to find solutions to complex problems.

Ms. Dodson-Hamilton attends meetings and hearings and prepares presentations, often in conjunction with Tom Dodson, for nearly all reports for which she is the author. She has a broad understanding of all 21 topics outlined in Appendix G of the CEQA Guidelines, which range from Aesthetics, to Geology, to Utilities and Service Systems. Kaitlyn works directly with clients to problem solve and see a given Project through to its completion.

Christine Camacho, Office Manager, TDA

Education: Human Resources Management Certificate, College of the Extended University, California State Polytechnic University, Pomona, 2001; B.S. Operations Management, California State Polytechnic University, Pomona, 1984

Summary of Experience: Ms. Camacho has more than 30 years of experience in office management and document production, and more than 24 years as the Office Manager at TDA preparing environmental documents and forms.

SUBCONSULTANT PROFILES

Over the years TDA has met and maintained relationships with a broad range of subconsultants and the proposed team is comprised of established professionals with a diverse knowledge base. Some comments about small firms like TDA that use subconsultants versus those that rely on in-house staff. If the team members are qualified, as they likely are in this instance, it is the manager and the ability to guide or direct the team members that is most important. TDA has a team of subconsultants that are well vetted and trusted. We are all equals in this process and the team members are here to augment TDA's knowledge and capabilities with their hard-earned knowledge and capabilities. Our job is to provide guidance and a set of expectations while each of our subconsultant teams bring their own independent knowledge and abilities to provide the best solutions and input that we can.

CRM TECH

CRM TECH is a full-service consulting firm that, for more than 35 years, has provided the full range of cultural resources management services to federal, state and local public agencies, environmental firms and private developers. CRM TECH is the firm TDA intends to utilize to comply with Cultural Resources, and sometimes Tribal Cultural Resources under the CEQA Checklist, as their staff have a successful working relationship with many of the Tribes within the IEUA service area. As part of the preparation of cultural resources management study reports, CRM TECH performs the required correspondence with the Native American Heritage Commission (NAHC), which is not only a requirement of CEQA, but assists in meeting the requirements of CEQA Plus packages. CRM TECH has prepared the cultural resources component for all of TDA's CEQA and CEQA Plus Projects, as far back as we can recall.

Key personnel include Bai “Tom” Tang, M.A., Principal Investigator/Historian/Architectural Historian and Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist.

Michael Hogan, PH.D., RPA, Principal Investigator/Archaeologist

Mr. Hogan has been the principal investigator for, author or co-author of, and contributor to numerous cultural resources management study reports since 1986. Mr. Hogan has been a principal investigator with CRM TECH since 2002. He has successfully contributed to and prepared numerous cultural resources management study reports under contracts with TDA, which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to meet State Revolving Fund requirements.

Bai “Tom” Tang, M.A., Principal Investigator/Historian/Architectural Historian

Mr. Tang has prepared numerous cultural resources management reports with the Archaeological Research Unit, Greenwood and Associates, and CRM TECH, since October 1991. Like Mr. Hogan, Mr. Tang has successfully contributed to and prepared numerous cultural resources management study reports under contracts with TDA, which have been successful as part of completing the CEQA and NEPA processes for various projects, as well as meeting the requirements of CEQA Plus to assist agencies to obtain funds from the State Revolving Fund.

GIROUX & ASSOCIATES

Giroux & Associates has been providing aerometric assessment services (air quality, greenhouse gases/climate change, acoustics, meteorology, airborne hazards/toxics and airborne nuisance such as dust and odors) for over 30 years. Within the last four decades, the firm has participated in over 2,500 environmental investigations. Specialized services include ambient pollution and noise monitoring, computerized air pollution and noise dispersion modeling, greenhouse gas emissions inventories, inert tracer gas field studies, APCD/AQMD permit preparation and processing, health risk analysis, expert witness testimony and regulatory agency liaison. TDA envisions that Giroux & Associates will provide Air Quality and Greenhouse Gas Analyses for this project as a member of our Project Team. Their documents have the benefit of being incredibly easy to understand, but thorough in their analysis and calculations because of their extensive experience with such studies. TDA has partnered with Giroux & Associates for over 20 years on various environmental documents, including those to meet CEQA, NEPA, and regulatory compliances. TDA almost solely uses Giroux & Associates for projects requiring MNDs because (1) they accomplish their work in an expedient manner, which is often required for IEUA Projects reliant on funding, and (2) they are first and foremost extremely competent at completing their reports, while also maintaining reasonable rates for these services, which TDA values on behalf of their clients.

Key personnel include Hans Giroux, Senior Analyst, Ph.D. and Sara Friedman Gerrick, Senior Engineer.

Hans Giroux Ph.D., Senior Analyst

Mr. Giroux has over 45 years of professional experience in the preparation of environmental documentation for projects, including 29 years as principal in a small firm specializing in air quality and acoustics. He has successfully authored and contributed to numerous air quality impact analyses, greenhouse gas analyses, and noise impact analyses on behalf of TDA for several projects, including those for Inland Empire Utilities Agency (IEUA) and Mission Springs Water District (MSWD), which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to meet State Revolving Fund requirements.

Sara Friedman Gerrick, Senior Engineer

Ms. Friedman Gerrick has participated in over 1,500 environmental projects. Responsibilities include air quality and greenhouse gas quantification, localized health risk assessments, and air quality dispersion modeling. She has performed acoustical modeling and provided noise compliance monitoring for traffic related noise, construction related noise, as well as operational noise resulting from a wide variety of uses. Like Mr. Giroux, Ms. Friedman Gerrick has successfully authored and contributed to numerous air quality impact analyses, greenhouse gas analyses, and noise impact analyses on behalf of TDA for several projects, including those for IEUA and MSWD, which have been successful as part of completing the CEQA process for various projects, as well as meeting the requirements of CEQA Plus to assist IEUA to meet State Revolving Fund requirements.

JACOBS

TDA has a relationship with Jacobs because Lisa Patterson—their California & Southwest Operating Divisions Lead—is a former TDA employee, who worked for us for more than 20 years, and has worked with us in total for about 30 years as an Ecologist, Biologist, and Regulatory Specialist. Jacobs has proven expertise guiding clients through the environmental permitting and regulatory compliance process in challenging environments throughout the United States. Jacobs combines decades of experience in permitting projects in areas of sensitive water resources, threatened and endangered species and vital natural resources.

TDA envisions the inclusion of Jacobs as part of the Project Team to complete the Biological Resources Analyses and, if required prepare the Jurisdictional Delineation. Jacobs is proficient in on call field surveys including vegetation surveys, nesting bird surveys, burrowing owl surveys, endangered species surveys, photographic surveys, and wetland delineations; permit requirements training; preparation of permit-required annual, periodic, and special reports; and biological monitoring. At present, Jacobs performs or has performed many of these tasks on behalf of TDA for several projects, including those for IEUA and MSWD.

Key personnel include Lisa Patterson, California & Southwest Operating Divisions Lead; Daniel Smith, Southwest Team Support Staff.

Lisa Patterson, California & Southwest Operating Divisions Lead

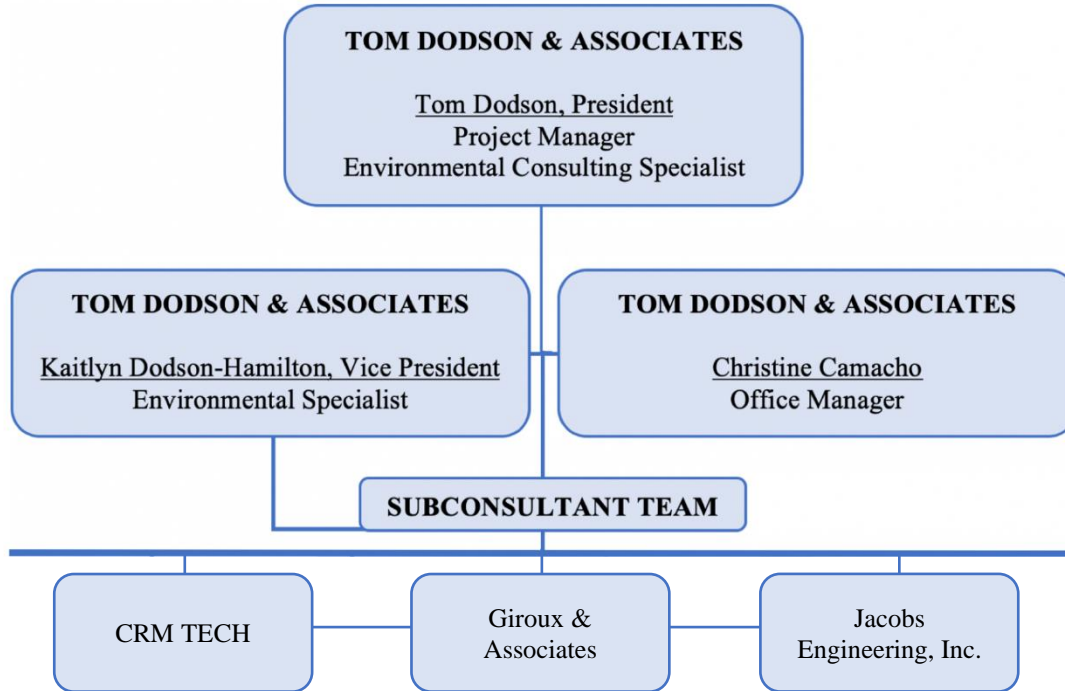
Lisa is a Senior Ecologist and an expert delivering environmental work with IEUA, Water Districts, Light and Class 1 Rail clients nationwide. She is a regulatory specialist and is responsible for preparing and obtaining regulatory permits, managing compliance of regulatory permits, and conducting a wide range of studies and evaluations for absence or presence of endangered species (plants and animals), habitat assessments, biological assessments, impact analyses, mitigation plans, implementation plans, construction monitoring, general biological surveys protected species studies. With over 30 years of experience, she conducts wetland delineations and has secured regulatory permits for various projects ranging from facility expansions, emergency repairs, maintenance activities, and structure replacements.

Daniel Smith, Southwest Team Support Staff

Daniel has 13 years of direct environmental consulting experience with Jacobs, and other environmental consulting firms, including TDA. He has conducted and/or assisted in conducting protocol USFWS and CDFW threatened and endangered species surveys and jurisdictional waters assessments. He has also prepared permit applications and monitored permit compliance, providing full project cycle management and reporting. Daniel has conducted jurisdictional waters delineations conforming to USACE and RWQCB standards

on project sites throughout California. Daniel’s specialized knowledge includes: structures documentation and permitting experience; Federal and California Endangered Species Act surveys, monitoring, and reporting; NEPA/CEQA, Clean Water Act Section 401 and 404; Agency and client coordination and consultation.

ORGANIZATIONAL CHART



STATEMENT OF UNDERSTANDING AND APPROACH

Preparing an Addendum to previously certified or adopted CEQA document, in this case an MND, follows a more loosely format than an Initial Study/Mitigated Negative Declaration (IS/MND), as the CEQA guidelines are less specific about what must be included in an Addendum. At TDA, our approach with Addenda is often to update the analysis in a comparative manner under each of the 20 topical issues (excludes Mandatory Findings of Significance) included in the CEQA Guidelines Initial Study Environmental Checklist Form (Appendix G, 2020 Guidelines). We have completed Addenda only utilizing the Mandatory Findings of Significance as a guide, where in other cases we have compared the proposed project to the previous project utilizing the whole of the Initial Study Checklist. In all cases, when we have prepared Addenda, the ultimate result of our efforts has been a fully substantiated document that meets CEQA requirements. For the proposed project by WVWD, we assume that an Addenda would be an appropriate means by which to comply with CEQA as it appears to meet the requirements of CEQA Statute 15164. However, where any new mitigation is required to minimize a possible significant impact, a Subsequent Initial Study will be required.

A Subsequent IS/MND utilizes the current State CEQA Guidelines Initial Study Environmental Checklist Form (Appendix G, 2020 Guidelines). The current IS/MND Form addresses 21 issues and substantiation must be provided for each issue. Having prepared hundreds of IS/MNDs over

the past 35+ years, TDA is able to define and address all issues quickly and determine where technical studies may be required. A quick example of why this is possible, relates to the new issue of Wildfire Hazards. A review of the Cal Fire wildfire hazard areas (high, very high, and severe) quickly indicates whether a site is exposed to such hazards. It either is or is not. If not in a wildfire hazard area, then a technical study (such as a Fuel Modification study) is not needed to further address this issue.

TDA prepares the project description; assists the agency to initiate and complete AB 52 consultation; compiles a draft Initial Study incorporating all technical studies and required substantiation; submits the draft to the agency for independent review; prepares all of the transmittal documents; assists the agency to distribute the approved IS/MND to the public for review; assembles the Mitigation Monitoring and Reporting Program (MMRP); reviews any comments on the IS/MND and recommends responses; prepares a Final IS/MND package to support a decision, including attend a public meeting or hearing; and assists the agency with filing the Notice of Determination (NOD) and MND with the County and State Clearinghouse. The end result is the formal adoption of the IS/MND. In TDA's judgment the key issue in compiling any environmental document is to maintain consistent and clear communication between the consultant (us) and the Lead Agency (WVWD) to ensure that we guide the Lead Agency through the CEQA process as smoothly and transparently as possible. TDA has differentiated itself from other consulting firms through the following:

- TDA has a solid history of successfully supporting diverse projects, deadlines, and schedules within requirements.
- TDA has a regional, local presence and detailed knowledge of regional challenges particularly related to water and wastewater projects in the Inland Empire. This is because one of our focuses as a firm has been to assist water agencies with CEQA compliance. These agencies include: Inland Empire Utilities Agency, Mission Springs Water District, Big Bear Lake Department of Water and Power Fontana Water Company, San Gabriel Valley Water Company, San Antonio Water Company, Phelan Piñon Hills Community Service District, Monte Vista Water Company, Chino Basin Water Master, Chino Desalter Authority, and more. With a working knowledge of the projects—particularly those in the water and wastewater sector—ongoing within the Inland Empire and the challenges thereof, TDA has a unique skill in assisting with projects such as the proposed reservoir project.
- TDA has formed an innovative, creative team that will support this project with new ideas and solutions that will provide “best value” to the District in consideration of budget and schedule requirements.
- TDA has a management philosophy that applies a partnership approach to its subconsultant team and will demonstrate a high level of commitment and responsibility to this Project.
- TDA contributes cost-effective, solutions-oriented performance and work products.

SCOPE OF WORK

PROJECT APPROACH/SCOPE OF WORK

The following scope of work has been prepared in accordance with our approach and understanding of the Project and pursuant to CEQA. Our scope of work assumes that either an Addendum or an IS/MND will be the appropriate environmental determination for this project. The ultimate determination of which document is the appropriate means by which to comply with CEQA will depend on whether the Project can meet the requirements of CEQA Statute 15164, which specifies conditions that the Project must meet in order for an Addendum to apply to the

Project. The determination may need to be made once technical studies have been prepared, though in some cases, the District may be able to incorporate what would be considered new mitigation measures (not allowed under an Addendum) into the site design as a means to still be able to utilize an Addendum. Our scope of work assumes that TDA will provide comprehensive environmental and technical services and that we will be responsible for each step of the CEQA process, from assisting the District with finalizing the Notice of Intent to Adopt an MND to filing the Notice of Determination for either the MND or Addendum. Specific tasks and roles of TDA and the District staff are detailed in each task below.

This scope of work assumes that it will necessary to prepare several technical studies and reports that will be used to substantiate the environmental findings and that will be published as part of the IS/MND. The following reports are assumed to be provided by the District and its architectural/engineering team based on the details provided in the RFP.

- Project Plans: Site Plan, Elevations, and Grading Plan including management of runoff on site, where applicable;
- Construction Information: Schedule, outline of construction activity, number and type of construction equipment, including delivery trucks and worker trips;
- Geotechnical Study: To be provided by the District; and
- Drainage Management Plans: To be provided by the District.

TDA will prepare or provide the technical analyses and modeling outlined below (Task 3) in support of the IS/MND. The technical analyses will be prepared in accordance with all applicable and professionally-accepted federal, state and local guidelines, procedures, and requirements, including the District's established significance thresholds.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

Tom Dodson and Kaitlyn Dodson-Hamilton will coordinate closely with the District to ensure that the IS/MND and associated technical documents delivered to the District are legally defensible, accurate, and useful to decision makers when considering approval of the project. They will be responsible for (1) managing task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with District staff to ensure that State and local policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the CEQA Documentation; (4) ensuring that the environmental review process and the CEQA Documentation satisfy the statute and guidelines of CEQA's adopted Environmental Review Guidelines; and (5) representing the consultant team in public meetings and conference calls as requested by the District.

The project management task is based on the duration of the estimated schedule, which is presented below under *Proposed Schedule*. TDA will prepare a more formal proposed schedule as part of this task. We assume three hours per month for up to five months. If the schedule or the project is extended for reasons beyond TDA's control, a contract amendment may be required for additional fees for project management and coordination efforts.

Deliverable(s):

- Ongoing project management for the duration of the proposed schedule (15 hours)

TASK 2: DEVELOP AND COMPILE THE PROJECT DESCRIPTION

TDA is including up to 15 hours to develop a comprehensive project description that will be utilized to forecast the potential environmental impacts of the Project. The project description will include a detailed summary of the overall Project and its potential effects on the environment. Construction and operation scenarios will be compiled in coordination for this specific project to allow detailed impact forecasts.

Once the project description is completed, a draft will be forwarded to District staff for review and comment. The end product of this effort will be a detailed project description that will be utilized by TDA in the environmental process to forecast environmental effects of implementing the Project. This same project description with minor editing will be used as a basis for the TDA, on behalf of the District, to write the initial consultation letters pursuant to AB 52, if applicable (this would only apply to an IS/MND, not an Addendum). On behalf of the District, TDA will draft letters to the Tribes who have requested consultation from the District under AB 52, and will include the Project Description and related graphics as attachments to the initial AB 52 consultation letters.

Deliverable(s):

- A screencheck of the Project Description, a digital copy of the revised Project Description, and, if applicable, AB 52 Letters to Tribe(s) who have requested consultation under AB 52 from the District.

TASK 3: TECHNICAL ANALYSES AND MODELING

TASK 3A: AIR QUALITY AND GREENHOUSE GAS EMISSIONS

TDA will oversee preparation a technical analysis to evaluate potential air quality and greenhouse gas (GHG) emissions impacts associated with the proposed project that would meet Federal Requirements; this will be completed for the current construction scenario to ensure that, if needed, this report will comply with NEPA. This technical analysis will be prepared by Giroux & Associates. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). Modeling will be conducted using the most current version of California Emissions Estimator Model (CalEEMod) and will be included as an appendix to the environmental document. Model data will be compiled for the following project activities: construction, operation, local significance thresholds, health, and GHG.

TASK 3B: CULTURAL RESOURCES REPORT

TDA will oversee preparation of a technical analysis to evaluate potential impacts the cultural resources (archaeological, historical, and paleontological resources). CRM TECH staff are extremely adept at preparing cultural resources reports, and have conducted several studies for similar reservoir projects. Where applicable, CRM TECH staff will facilitate compliance with compliance with Section 106 of the National Historic Preservation Act to facilitate NEPA compliance. This may apply due to the required encroachment permit from the San Bernardino National Forest. CRM TECH will also conduct a field study of the project area, as well as a records search of the footprint to ultimately compile a Historical/Archaeological Resources Survey Report that will meet CEQA, and where applicable National Environmental Policy Act (NEPA) requirements.

TASK 3B: BIOLOGICAL RESOURCES ASSESSMENT AND JURISDICTIONAL DELINEATION

TDA will oversee preparation of a technical analysis to evaluate potential impacts the biological resources that may occur near or within the project footprint. Jacobs staff are incredibly familiar

with the project area, and have conducted several studies for similar reservoir projects. Because the project footprint includes areas that have not been completely developed, this assessment is crucial to determining what species may be impacted by the proposed project, and Jacobs will determine the appropriate treatment of any potential species that may exist within the footprint, in most cases through implementation of mitigation that complies with California Department of Fish and Wildlife and U.S. Department of Fish and Game standards and requirements. Additionally, based on the items provided in the proposal, it appears that potential for the project to be located adjacent to or possibly impact jurisdictional features as a result of construction of the project; as part of the biologist's field assessment, Jacobs will determine whether any jurisdictional features would be impacted by the proposed project, and if jurisdictional features are determined to be present within the construction footprint, Jacobs will prepare a Preliminary Jurisdictional Delineation. This is a task for which a fee is provided in this proposal, but is dependent on the determination made as a result of the biological field survey.

Deliverable(s):

- A digital copy of the Air Quality and Greenhouse Gas Analysis; a digital copy of the Biological Resource Assessment and Jurisdictional Delineation; and, a digital copy of the Cultural Resources Report.

TASK 4: SCREENCHECK DRAFT ADDENDUM AND/OR DRAFT IS/MND

TASK 4A: SCREENCHECK DRAFT ADDENDUM

The screencheck draft Addendum will meet the requirements of CEQA Statute 15164, and will address the impacts of the project in a comparative manner utilizing the CEQA Guidelines Appendix G Initial Study. The Addendum will clearly identify and address all potential issues involving the proposed project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood. The conditions as they were addressed and analyzed in the original IS/MND will be used to set the baseline from which to conduct the environmental analysis. The findings will be clearly substantiated in the Addendum and in order to meet the requirements for an Addendum must conclude that "only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred," and "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

The completed screencheck draft Addendum will be submitted to the District for initial review and comment. We assume one round of review of the screencheck draft IS/MND. Modification to the scope of work, budget, and time frame may be necessary if additional screencheck reviews are required.

Deliverable(s):

- A digital copy of the screencheck Draft Addendum including technical appendices will be provided, as well as any requested hard copies of the screencheck Draft Addendum.

TASK 4B: SCREENCHECK DRAFT SUBSEQUENT IS/MND

The screencheck draft Subsequent IS/MND will follow the CEQA Guidelines Appendix G Initial Study format and will clearly identify and address all potential issues facing the proposed project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood. The conditions as they were addressed and analyzed in the original IS/MND will be used to set the baseline from which to conduct the environmental analysis. The screencheck draft IS/MND will address all of the environmental topics included in the CEQA Guidelines Appendix G.

Findings will be clearly substantiated in the Subsequent IS/MND for each environmental topic checklist question to conclude that: (1) there will be no impacts, (2) impacts will be less than significant, or (3) impacts will be less than significant with mitigation incorporated. The IS/MND will meet all the requirements set forth in CEQA (California Public Resources Code, sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, sections 15000 et seq.).

Based on our knowledge of similar reservoir development projects, the analysis will address all 21 environmental topical areas, including the newly required topics of Energy and Wildfire. The completed screencheck draft IS/MND will be submitted to the District for initial review and comment. We assume one round of review of the screencheck draft IS/MND. Modification to the scope of work, budget, and time frame may be necessary if additional screencheck reviews are required.

Deliverable(s):

- A digital copy of the screencheck Draft Subsequent IS/MND including technical appendices will be provided, as well as any requested hard copies of the screencheck Draft IS/MND.

TASK 5: PUBLIC DRAFT SUBSEQUENT IS/MND

This task is not required for an Addendum. TDA will edit the Subsequent IS/MND upon receipt of the comments from the District. Upon approval of the Subsequent IS/MND as the public draft version, we will also prepare a Notice of Intent (NOI). TDA will reproduce and distribute the public draft Subsequent IS/MND and NOI to responsible agencies, trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the District. It is assumed that TDA will file the NOI with the San Bernardino County Clerk of the Board. TDA will draft a Notice of Availability (NOA), which will provide notice to the public pursuant to CEQA Guidelines Section 15072(b), by either publication in the newspaper, posting on site, or direct mailing to adjacent property owners. TDA will provide copies of the draft report to public agencies as required.

Deliverable(s):

- Any requested hard copies of the Public Draft of the Subsequent IS/MND, 1 digital copy (including technical appendices). TDA will provide digital copies of the draft report to public agencies as required.

TASK 6: RESPONSE TO COMMENTS

This task is not required for an Addendum. If any comments are received during the 30-day IS/MND public review period, TDA will work with the District to address any CEQA related comments. It is expected that the number of comments received will be minimal and responses can be handled through a memorandum and included in the staff report to the District Board.

Deliverable(s):

- Digital copies of the screencheck and Final Response to Comments; hard copies will be provided if requested.

TASK 7: MITIGATION MONITORING AND REPORTING PROGRAM

This task is not required for an Addendum. TDA will prepare a Mitigation Monitoring and Reporting Program (MMRP) based on mitigation measures identified in the IS/MND and pursuant to Section 21081.6 of the CEQA Public Resources Code. The MMRP will be defined through working with District staff to identify appropriate monitoring steps/procedures in order to provide a basis for monitoring such measures during and upon project implementation. It will identify the significant impacts that would result from the proposed project; proposed mitigation measures for each impact; the timing at which the measures will need to be conducted; the entity responsible for implementing the mitigation measure; and the District department or other agency responsible for monitoring the mitigation effort and ensuring its success. The MMRP will be submitted to District staff for review and approval in conjunction with submittal of the Response to Comments (see Task 6).

Deliverable(s):

- Digital copies of the MMRP; hard copies will be provided if requested.

TASK 8: DELIVERY OF FINAL CEQA PACKAGE

TDA will compile the Final CEQA package prior to the Public Hearing. For an Addendum, this would include the Addendum and any Technical Appendices. For a Subsequent IS/MND, the Final package would include the Final IS/MND, Responses to Comments, MMRP, and Technical Appendices. TDA will provide digital copies of the final reports to public agencies as required.

Deliverable(s):

- Any requested hard copies and one digital copy in PDF of the Final CEQA Document.
- Additional digital copies will be provided to public agencies as required.

TASK 9: MEETINGS AND PUBLIC HEARINGS

Tom Dodson and/or Kaitlyn Dodson-Hamilton will attend the initial kick-off meeting. They will be available for progress meetings by phone as needed. Tom Dodson and/or Kaitlyn Dodson-Hamilton will attend the WVWD Board Public Hearing. Approximately three hours for each public hearing, and one-to-two hours for project status meetings—the hours noted include preparation, drive (where applicable), and attendance time. This task may be used for conference calls, in-person meetings, or public hearings. TDA will prepare an agenda for meetings, record meeting minutes, and submit meeting minutes to WVWD and the Project Team promptly. TDA will provide optional services to draft necessary presentations or collaborate with WVWD staff to draft any required presentations for meetings. TDA assumes 20 hours will be adequate for this task.

Deliverable(s):

- One Kick-off meeting; four progress meetings; and one Public Hearing.

TASK 10: NOTICE OF DETERMINATION

TDA will prepare the Notice of Determination (NOD) for the project and file the NOD with the San Bernardino County Clerk of the Board within five days of project approval by the District for either the IS/MND or a subsequent filing for the Addendum. This task includes payment of County fees and the appropriate CDFW filing fees.

Deliverable(s):

- File NOD with State Clearinghouse and County Clerk, including CDFW and County administrative filing fees

TASK 11: SAN BERNARDINO NATIONAL FOREST

We are providing an additional task to comply with NEPA requirements for this project as the Project will encroach on San Bernardino National Forest land for grading activities to support the development of the reservoirs. This would include corresponding with San Bernardino National Forest and District staff, as well as working with San Bernardino National Forest to determine and ultimately prepare the appropriate NEPA compliance. TDA assumes up to 20 hours for this task.

Deliverable(s):

- Any requested hard copies and one digital copy in PDF of the Final NEPA Compliance Document, Screencheck(s) of the NEPA Compliance Document, where required.

FEE SCHEDULE

Labor: Time spent on behalf of a client will be charged as follows:

Environmental Specialist I	\$150/hour
Environmental Specialist II	\$105/hour
Environmental Specialist III	\$85/hour
Admin / WP / Graphics	\$50/hour
Legal Expert Witness	\$225/hour

Other Direct Costs: All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge. Mileage will be billed at \$0.56 per mile. No surcharge for work completed by subconsultants will be charged as part of this contract.

The following are the fees for implementing the above tasks.

Tasks	Task Description	Addendum	Initial Study
Task 1	Project Management and Administration Environmental Specialist I or II at appx. 10-15 hours	\$1,500	\$2,000
Task 2	Project Description Environmental Specialist I or II at appx. 10 hours	\$1,500	\$1,500
Task 3	Technical Analyses and Modeling		
Task 3A	Air Quality and Greenhouse Gas	\$3,500	\$3,500
Task 3B	Cultural Resources Report	\$6,500	\$6,500
Task 3C	Biological Resources Report and Jurisdictional Delineation	\$8,000	\$8,000
Task 4A	Screencheck Draft Addendum Environmental Specialist I or II at appx. 20-25 hours	\$3,000	-
Task 4B	Screencheck Draft IS/MND Environmental Specialist I or II at appx. 40-50 hours	-	\$6,000
Task 5 ¹	Public Draft IS/MND Environmental Specialist I or II at appx. 10 hours	-	\$1,000
Task 6 ¹ & 7 ¹	Responses to Comments and MMRP Environmental Specialist I or II at appx. 10 hours	-	\$2,000
Task 8	Delivery of Final CEQA Package Admin / WP / Graphics at appx. 15 hours	\$1,000	\$1,000
Task 9	Meetings and Public Hearings Environmental Specialist I or II at appx. 15-20 hours	\$2,000	\$3,000
Task 10	Notice of Determination Addendum IS/MND	\$50	\$2,530.25
Task 11	San Bernardino National Forest NEPA Requirements Environmental Specialist I or II at appx. 20 hours	\$3,000	\$3,000
Total		\$30,050	\$40,030.25

Note: ¹ Does not apply to the Addendum Budget

The final fee of \$40,030.25 above is considered the “not to exceed” amount of this proposal, with the understanding that the costs may vary depending on the method by which we ultimately use to comply with CEQA. As such, where tasks are not applicable, the budget will decrease to exclude those funds from the proposal.

SCHEDULE

ADDENDUM

Day 1:	Authorization to proceed / Kickoff Meeting
Day 20:	Draft project description submitted for review
Day 50-80:	Technical studies delivered
Day 85:	Draft Addendum delivered for internal review
Day 100:	Addendum finalized and can be adopted by the District Board anytime thereafter

SUBSEQUENT IS/MND

Day 1:	Authorization to proceed / Kickoff Meeting
Day 20:	Draft project description submitted for review
Day 30:	AB 52 consultation initiated
Day 50-85:	Technical studies delivered
Day 90:	Draft IS/MND delivered for internal review
Day 100:	IS/MND comments received
Day 110:	IS/MND published and 30-day review initiated
Day 140:	Close of comment period
Day 150:	Draft Final IS/MND package submitted for review
Day 160:	Final IS/MND submitted

TDA anticipates that CEQA compliance for this project will require about 3 to 5 months, due to the amount of time required to obtain records necessary to compile the cultural resources report (2 months for San Bernardino County due to COVID-19 restrictions), and barring any problems or issues with completion of the AB 52 consultation process, which consists of mandatory consultation with local Native American tribes regarding "traditional tribal resources." TDA anticipates that the NEPA compliance for this project will occur concurrently with the CEQA analysis should it be required. It may require an additional one or two months to complete beyond the CEQA process depending on the communication and speed at which the San Bernardino National Forest can process the NEPA compliance for the project.

District Board Adoption can occur at any time after Day 100 for an Addendum or Day 160 for a Subsequent IS/MND. This schedule is tentative, and the duration may be less than or greater than the above amount, though it is anticipated that the project would take less than the estimated 160 days based on our experience with previous reservoir development projects in the past.

CONCLUSION

TDA accepts WWD's Agreement for Professional Services, insurance and indemnity requirements. TDA appreciates the opportunity to submit this letter proposal to the District. Should you have any questions or wish to discuss any of the preceding proposal details, please do not hesitate to contact me.

This proposal is valid for 100 days beyond the RFP deadline date of June 30, 2021

EXHIBIT “2”
TO
TASK ORDER NO. 2
COMPENSATION

The fee estimated for Biological and Environmental Consulting Services for Zone 8-3 and Zone 8-4 Reservoirs Project is **\$40,030.25**.

DESCRIPTION	COST
Task 1 – Project Management and Administration	\$2,000.00
Task 2 – Project Description	\$1,500.00
Task 3 – Technical Analyses and Modeling	
Task 3A – Air Quality and Greenhouse Gas Emission	\$3,500.00
Task 3B – Cultural Resources Report	\$6,500.00
Task 3C – Biological Resources Assessment	\$8,000.00
Task 4 – Screencheck Draft IS/MND	\$6,000.00
Task 5 – Public Draft IS/MND	\$1,000.00
Task 6 & 7 – Responses to Comments Mitigation Monitoring and Reporting Program	\$2,000.00
Task 8 – Delivery of Final CEQA Package	\$1,000.00
Task 9 – Meeting and Public Hearings	\$3,000.00
Task 10 – Notice of Determination IS/MND	\$2,530.25
Task 11 – SBNF NEPA Requirements (Optional)	\$3,000.00
Total Cost	\$40,030.25

EXHIBIT "3"
TO
TASK ORDER NO. 2

SCHEDULE

The tentative design schedule for the Biological and Environmental Consulting Services for Zone 8-3 and Zone 8-4 Reservoirs Project is attached on the proposal.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: TCP IMPACT AND SOLUTION STUDY

BACKGROUND:

1,2,3-Trichloropropane (TCP) is a manmade chemical that was an impurity in soil fumigants used historically in the local agricultural industry. As a result of high TCP levels, Wells 16 and 17 have become stranded assets until a treatment solution is identified and implemented.

Staff recommends the District bring on a consultant to assist the District to perform a “TCP Impact and Solution Study.” The general goals of the Study are to evaluate the impact caused by TCP, identify the solution to recover the stranded assets (Wells 16 and 17), and assess the capital and operation and maintenance needs to implement such solution.

DISCUSSION:

Staff prepared and issued a Request for Proposals (RFP) for the TCP Impact and Solution Study. The RFP was received by 7 consultants and in response, the District received 3 proposals. The proposals were ranked as follows:

Rank	Firm	Scoring (out of 100)	Proposed Costs for Non-Optional Tasks
1	Stantec	96.5	\$42,531
2	GHD	79	\$80,021
n/a	Provost & Pritchard	Proposal rejected due to tardy submittal	

Both Stantec and GHD are highly qualified civil engineering firms with expertise in water treatment. Staff has also had the opportunity to work closely with both firms and have appreciated the high caliber of each firm’s services. For this particular project, however, Stantec demonstrated more TCP-specific experience and as a result, are being recommended to be retained to perform the TCP Impact and Solution Study for the District. The scoring of the proposals are per the attached **Exhibit A**. Attached as **Exhibit B** is Stantec’s proposal.

FISCAL IMPACT:

This Study was budgeted in the Fiscal Year 2021/22 Capital Improvement Budget as “Wells 16 & 17 Water Treatment Scoping Study” in an amount of \$50,000. The proposed costs to retain Stantec to

perform the Study are within the budgeted amount.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

SM:vj

ATTACHMENT(S):

1. Exhibit A - Scoresheet
2. Exhibit B - Stantec Proposal
3. Stantec Agreement

MEETING HISTORY:

07/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

Proposal Evaluation Scoresheet
Project: TCP Impact & Solution Study

July 7, 2021

Proposal Evaluation Raters: Van Jew and Joanne Chan

Rating Criteria	Max Points	Rater #1		Rater #2		Combined Average Score	
		GHD	Stantec	GHD	Stantec	GHD	Stantec
Qualifications & experience of project team members, relevant past performances and experience of the firm specific to TCP studies	40	30	40	35	38	32.5	39
Experience of project team & firm working with legal counsel in matters related to TCP	30	25	30	23	25	24	27.5
Ability of the consultant to meet project schedule	10	10	10	10	10	10	10
Proposed fees & cost and estimated labor hours, and other anticipated costs	20	10	20	15	20	12.5	20
TOTAL POINTS	100	75	100	83	93	79	96.5

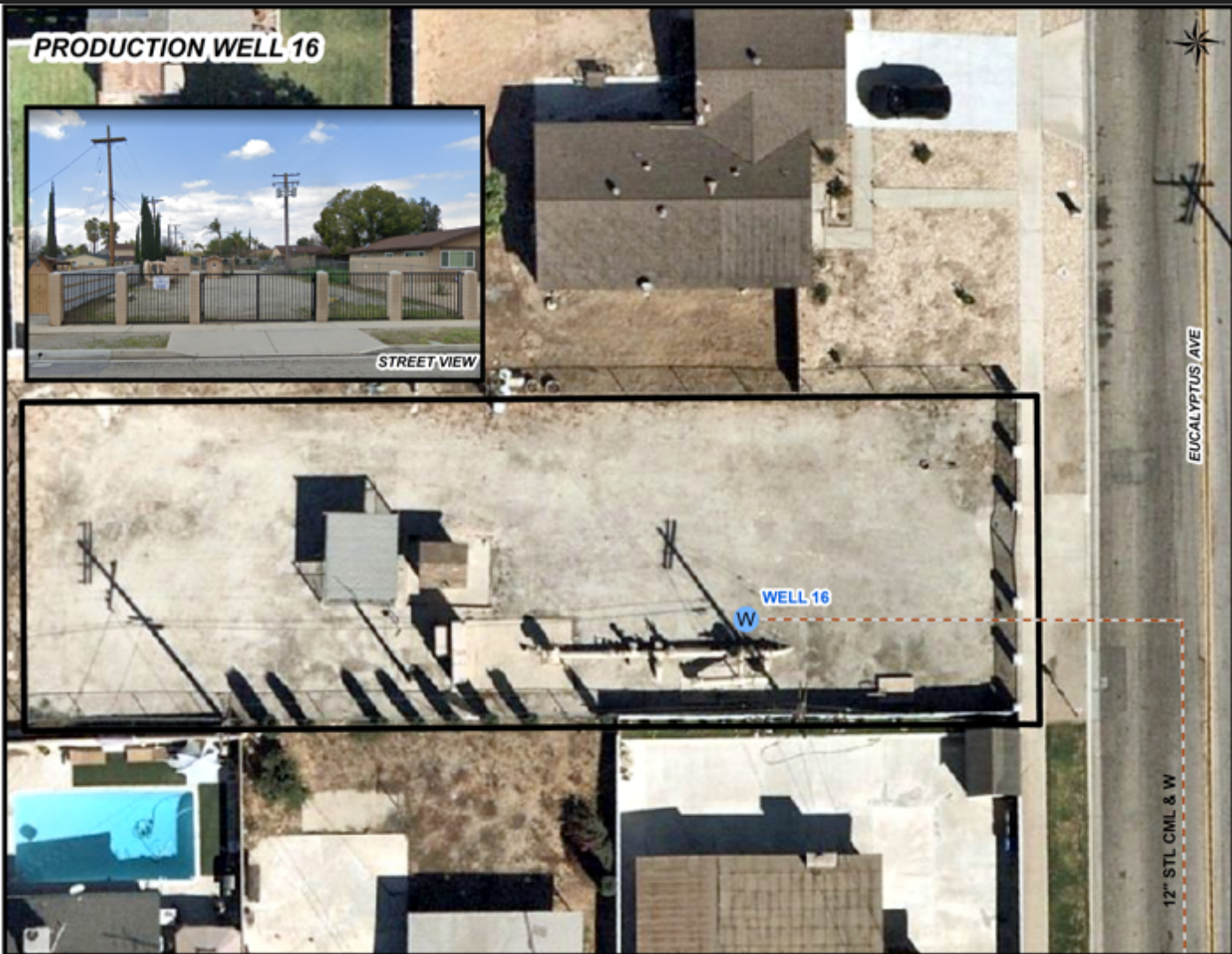
EXHIBIT B



West Valley Water District

Proposal for Engineering Consulting Services-TCP Impact and Solution Study

June 30, 2021



June 30, 2021

Mr. Van M. Jew, PE
West Valley Water District
855 W. Base Line Rd., Rialto, CA 92376

Reference: Proposal for Engineering Consulting Services – TCP Impact and Solution Study

Dear Mr. Jew:

As with many agencies, the West Valley Water District (WVWD) faces competing challenges to deliver safe, reliable water supply to their customers. Among these challenges is the State of California's drinking water regulation for 1,2,3-Trichloropropane (TCP) which imposes a maximum contaminant level (MCL) of 5 parts per trillion (ppt) for TCP. We understand WVWD's goal is to evaluate the TCP impact on their groundwater facilities, as these facilities play a key role in meeting customer water demand, and to determine the best and most cost-effective solution to address this problem.

Stantec is pleased to submit this proposal to West Valley Water District (WVWD) for professional engineering consulting services for a TCP impact and solution study. Below are the highlights of what we will bring to WVWD for this project.

- **WELL ESTABLISHED LOCAL KNOWLEDGE WITH EXPERIENCE IN TCP TREATMENT.** Our project lead, **Jim Borchardt, PE**, has more than 41 years of engineering experience in the planning and design of water treatment systems, including more than 30 years of experience with GAC facilities for both ground and surface water. Our project manager, **Connie Adera, PE**, as well as **Tyler Hadacek, PE**, **Atosa Vahdati Nikzad, Ph.D.**, and **Kyleen Marcella, EIT**, has been actively involved in four groundwater remediation and TCP design projects in the past three years including Monte Vista, Chino Basin, Graves Reservoir and San Fernando Valley. Our team consulted with legal counsel on the Monte Vista project related to on-going TCP litigation and will work with WVWD's legal team similarly.
- **IN- HOUSE, LOCAL DESIGN CENTER.** Our entire team resides in our Pasadena office, including the Technical Lead, Project Manager, Project Engineer, Senior Engineer, and design support staff. This will have a direct benefit to WVWD, due to our ability to coordinate easily and respond quickly. We can assemble a team meeting on 30 min notice and have our discipline engineer on-site in one hour.
- **FAST SCHEDULE.** We will work to complete our services in an efficient and timely manner. We anticipate the work will require no more than 3 months to complete, and we will finish the study well before December 2021. In our previous project in Monte Vista, we completed the project within 10 weeks of the notice to proceed, while maintaining a very high quality of work.
- **GREAT VALUE.** By keeping the schedule short and leveraging our work on previous similar projects we will be efficient in our effort. We propose to complete the work under an hourly rate agreement and will not exceed the sum of \$ 42,531.00 without prior written authorization. We have included an Hourly Rate Schedule for all personnel that may work on the project. We will keep you informed of the budget status and inform WVWD in writing when 80% of the budget is expended.

On the following pages you will find a summary of our understanding of the project, our proposed project team, scope, schedule, references, and fee. Supporting details are also provided in the following pages. We have reviewed your proposed RFP/contract terms and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you. We will comply with all insurance requirements as shown on the insurance checklist in the RFP. This proposal shall remain valid for 90 days.

We look forward to developing our working relationship with West Valley Water District and will collaborate with WVWD staff to produce a cost-effective TCP Impact and Solution Study. We share WVWD's goals of providing safe and reliable production of potable water that meets regulatory and customer needs.

As a team with roots in California, we love to help our community succeed!

Sincerely,

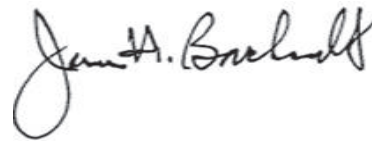


Connie Adera

PE | Project Manager

(626) 568_6111

connie.adera@stantec.com



James Borchardt

Vice President | Water Technology Director

(626) 568_6283

James.borchardt@stantec.com

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A	Appendix A: Resumes <i>pg. 17</i>

2 Firm Background

Our wellhead treatment systems experience covers nearly the entire southern California region, providing feasibility, preliminary, and final designs, as well as construction support services. We offer operationally optimal designs that become cost-effective solutions.

Our Team

The Stantec community unites approximately 17,000 employees working in over 400 locations across 6 continents. Our local team is based in Pasadena, and we have the specific technical expertise you are seeking for the TCP impact and solution study.

Our local engineering team has direct experience in evaluating TCP solutions as well as design and implementation of treatment systems.

Our comprehensive local experience in the greater Los Angeles County area makes us ideally suited for this project. We have been serving the local community since 1945 and are committed and eager to continue our services.

We specialize in planning, feasibility studies, and implementation of potable water systems, including wells, wellhead treatment, and conveyance facilities. Specific to your project, our team incorporates water treatment and conveyance experts with proven design expertise for both our industrial and municipal water clients.

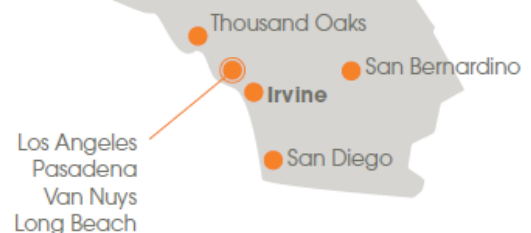
Our Pasadena office is located just 60 minutes from your office, so we can respond quickly to your requests. In addition to providing exceptional expertise and being responsive to your needs, Stantec uses our well-established Project Management Framework and Control Procedures to ensure that your project stays on track.

James (Jim) Borchardt, PE will serve as Technical Lead for completion of the TCP evaluation, and Study. Jim has more than 43 years of engineering experience in the planning and design of water treatment systems, including more than 30 years of experience with GAC facilities for both ground and surface water. He is based in our Pasadena Office and serves as the Director of Water Technology in southern California. He has planned and designed more than two dozen GAC projects, ranging in size from 0.5 to 80 mgd. Jim will actively lead the Study, participate in all meetings, and will not be replaced without WWD approval.

Our project manager, **Connie Adera, PE** will control the overall work effort. She will be supported by project engineer **Tyler Hadacek**, facility planner **Kyleen Marcella**, and treatment engineer **Atosa Vahdati Nikzad**, all of whom are local to our Pasadena office. Our Project team is illustrated in Figure 2. Connie will be supported by

With 28 offices in California, we have the depth of resources and availability to immediately support your project.

230+ Water specialists in California
75+ Water specialists in LA and Orange County



an experienced team that has worked together on many recent projects, as reflected in the list of similar projects below.

Tyler Hadacek, PE, Sarah Garber, PMP, CCP, Atosa Vahdati Nikzad, Ph.D., EIT, and Kyleen Marcella, EIT have been selected for this project team based on their expertise and availability to complete the work within 3 months. We will complete the work on-time and all of the work will be performed and administered out of our local Pasadena office. Resumes for the full team are provided in Attachment A.

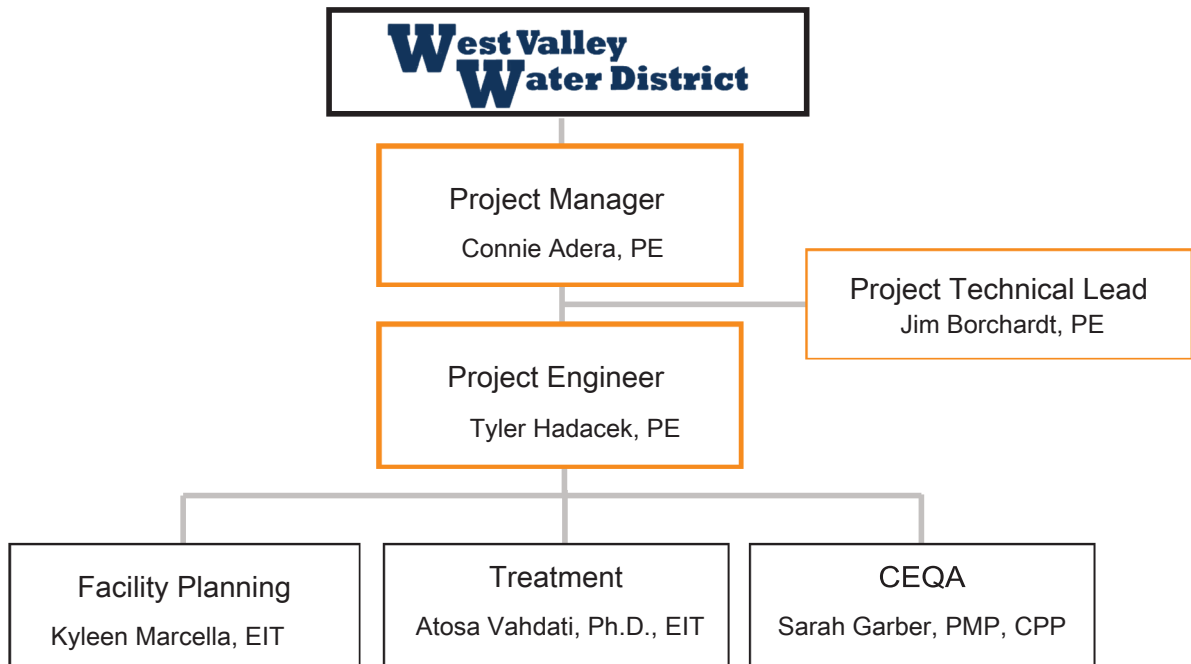


Figure 2—Team Organization

3 Project Understanding and Approach

Background

1, 2, 3-Trichloropropane (TCP) is a manmade chlorinated hydrocarbon. TCP was used as a cleaning and degreasing solvent in certain limited industrial settings, but most TCP occurrence in groundwater in California has been attributed to past use of certain soil fumigants that contained TCP as an impurity. In California, TCP has been found in numerous drinking water wells and is recognized as a potential cancer-causing substance. As a result, on July 18, 2017, the California State Water Resources Control Board adopted a new primary MCL of 5 part per trillion (ppt) for TCP.

Various treatment technologies have been evaluated for the removal of TCP. Biological treatment could be considered and has the advantage of removing other compounds such as nitrate and perchlorate if those compounds were present. However, biological treatment is a complex process that requires constant flow conditions and additional operational considerations to ensure the system is operating properly. Other TCP removal technologies include air stripping and reverse osmosis, although they have not shown to be as effective at complete TCP removal and have high capital and maintenance costs. Granular activated carbon (GAC) removes the totality of the compound and is considered the Best Available Technology (BAT) by the EPA and California.

WVWD has been monitoring for TCP for several years and 1,2,3-TCP has been detected in two of WVWD's groundwater facilities, Wells 16 and 17. As a result of TCP detection these wells are stranded assets until a treatment solution is identified and implemented. The TCP Impact and Solution Study is proposed to evaluate the impact caused by TCP, identify solutions to recover Wells 16 and 17, and assess the capital and O&M needs to implement the proposed solution. The production values and the detected TCP levels are as listed in Table 1.

Table 1 – Wells 16 and 17th Production and TCP levels

Well	Production (gpm)	Groundwater Basin	Second quarter 2021 TCP result (ppt)
16	1600	Rialto	1.1
17	1600	Rialto	7.1

The study goals are:

1. Evaluate Impact to WVWD (lower water supply, water supply reliability, reliance on more expensive water source).
2. Identify best solution to recover stranded assets (if treatment, biological, GAC, etc.)
3. PDR level evaluation: Feasibility, challenges, site/project layout, permits/CEQA, schedule, capital costs, and O&M costs. Prepare a document suitable to support facility design.

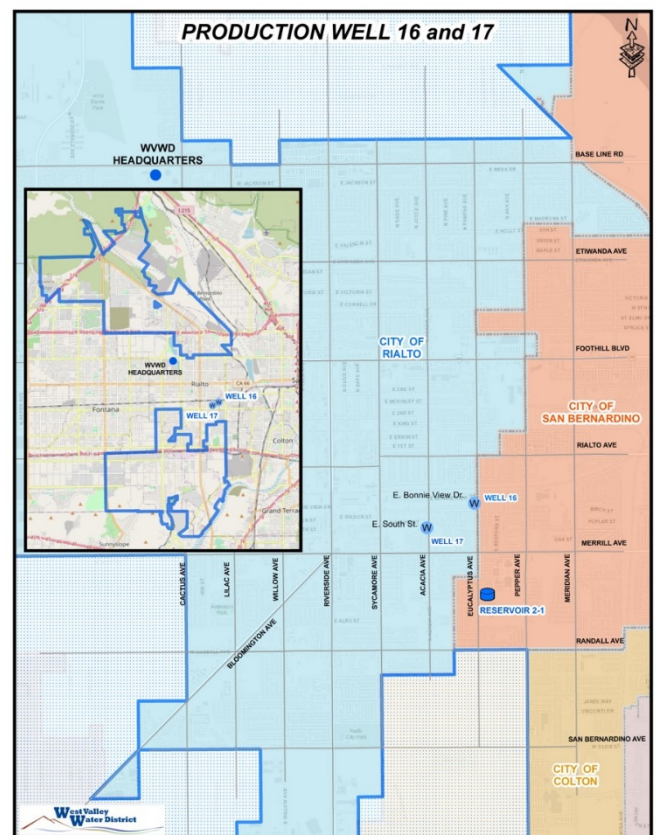


Figure 1 – Wells 16 and 17 with TCP concentration above the proposed MCL.

Approach

Stantec will determine the most appropriate and cost-effective approach for improving the impacted wells and compliance with the proposed TCP regulation. Stantec will review the WVWD's historical data, including wells flows, water quality, maps, and engineering drawings, to identify the demand and assess the level of TCP impact and document this accordingly. Through site-specific evaluation of each well and options for combined treatment, our team will assess the best and most cost-effective solution for addressing the TCP.

Although dilution is a non-treatment alternative that has been used in the past, it is not proposed in this project. We will consider the treatment options and suggest the best configuration and infrastructure needs at each location. The locations for new facilities, costs, and implementation schedule will be determined along with and including CEQA and permitting requirements.

At least two treatment options are apparent – GAC treatment, and biological treatment which could possibly be combined with perchlorate treatment at Reservoir 2 to replace or supplement existing IX treatment for perchlorate. We will provide a high-level evaluation and receive input from WVWD on their biological treatment experience in addition to other factors when considering the options. In previous studies, we have found that GAC is the best and most cost-effective technology when others are not already present.

If GAC adsorption is chosen, the treatment requirement will be proposed to reduce the TCP to levels below the MCL. GAC treatment for groundwater is achieved in vertical pressure vessels. As a minimum, two vessels are arranged in series (lead-lag), allowing water quality to be monitored after the first vessel, with assurance that the second vessel removes any TCP that breaks-through during operation when the GAC in the first vessel is exhausted. The GAC can then be replaced in the first vessel, and the vessels switched, so the first vessel becomes the second vessel (lag vessel) providing flexibility in operation and maintenance of the vessels. Suppliers typically provide the two vessels as a system, including interconnecting piping and operating valves, and will enter into agreements for periodic GAC replacement. The time to GAC exhaustion varies depending on many factors, but for TCP, it is typically on the order of years.

GAC vessels are typically fabricated with the following sizes:

- 10 feet diameter vessel, 20,000 lbs of carbon
- 12 feet diameter vessel, 20,000 lbs of carbon
- 12 feet diameter vessel, 40,000 lbs of carbon

Vessels of different size (both diameter and height) can be used to best fit an available site. Two, standard 12-foot diameter vessels are capable of treating roughly 1 mgd (700 gpm), so for the size systems being considered at Wells 16 and 17, typically 3 or 4 trains of two (six to eight vessels) with 20,000 lbs of carbon per vessel, or 2 trains of two (4 vessels) with 40,000 lbs of carbon per vessel would be needed for each well. The minimum footprint for these vessels would be approximately 40 ft x 40 ft for a two train, four vessel system; 40 ft x 60 ft for a three train, six vessel system; or 40 ft x 80 ft for a four train, eight vessel system. The maximum height of these vessel systems is typically 15-16 ft for 20,000 lbs and

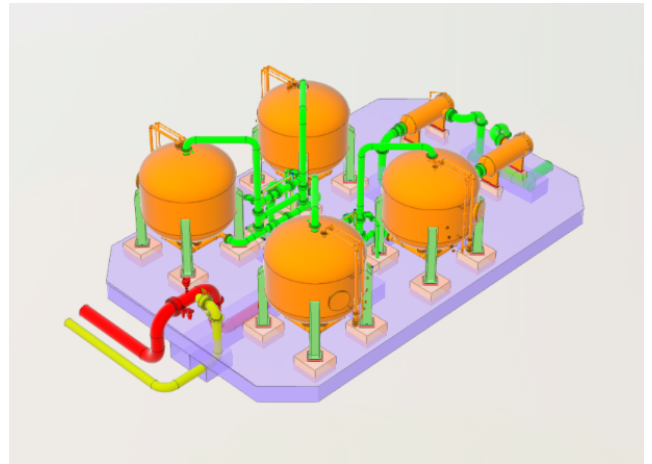


Figure 3 – Model of two trains treatment facility with lead-lag vessels.

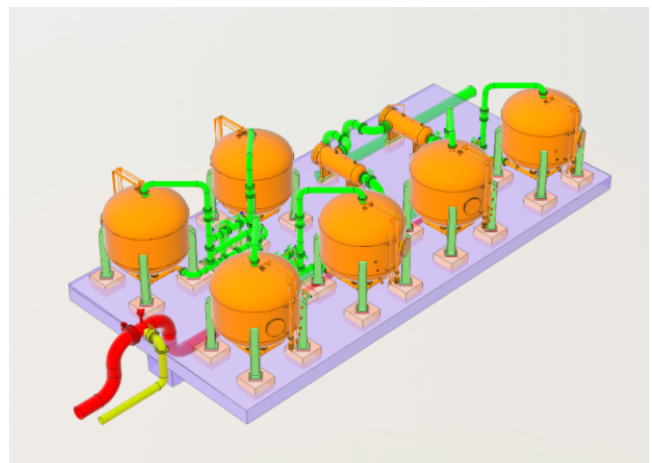


Figure 4 – Model of three trains treatment facility with lead-lag vessels.

20-22 ft for 40,000 lbs. Vehicular access to the vessels is needed for GAC replacement, as well as an appropriate discharge point for rinse and carrier water. The EBCT is usually between 8-10 minutes per vessel.

We will look at different alternatives for siting of the treatment vessels. One alternative will be to treat water from each individual well separately for a flow of 1600 gpm at each well location. We will also consider co-locating treatment at the reservoir 2 site for a total flow of 3200 gpm. The sizing for number of trains and vessels will be similar, but all the vessels could be located on one site. The possible design values are listed in Table 2.

Our approach consists of customizing the size, EBCT and number of vessels, type of GAC, replacement period, and pressure loss for the GAC treatment systems at each of the selected sites. We will evaluate piping configurations to collect the impacted wells and route them to the selected treatment sites cost-effectively. Stantec will evaluate the potential piping alternatives at treatment sites and design the layout to provide easy access for delivery and media exchange. Our final technical memorandum will provide sufficient detail for proceeding directly to design, when desired. We will work with the legal team from WVWD to discuss our evaluation and final deliverable. There are well-established suppliers of GAC treatment systems, costs and delivery times can be determined with good accuracy for planning purposes.

Table 2 – GAC Treatment Alternatives

Parameter	Unit	Alt. 1	Alt. 2	Alt. 3	Alt 4
Flow	gpm	1600	1600	1600	3200
Diameter	ft	12	12	12	12
Total Height	ft	15-16	15-16	20-22	20-22
GAC volume per vessel	lb	20,000	20,000	40,000	40,000
Trains		3	4	2	2
Vessels per train		2	2	2	2

Relevant Experience

Our approach is simple and based on our previous experience, especially with Monte Vista Water District and Chino Desalter Authority and the TCP Treatment Studies we performed with and for them. Below is a brief listing of recent similar types of projects, and a description of our work on them.

Table 3 – Relevant Projects

Client	Project Name	Description	Key Team Members
Monte Vista Water District	TCP Treatment Study	Feasibility/Scoping Study for TCP Treatment Alternatives	Jim Borchardt Kyleen Marcella Tyler Hadacek
Chino Desalter Authority	TCP Treatment Planning Study	Determine GAC treatment requirements and recommend optimal location and phasing for new treatment facilities	Jim Borchardt Kyleen Marcella Tyler Hadacek
Chino Desalter Authority	Well I-18 Wellhead Treatment Review	Review of Preliminary Design Report for Well I-18 Wellhead Treatment System (TCE Removal)	Jim Borchardt
City of South Pasadena	Graves Reservoir Replacement Project and Wellhead Water Treatment	GAC and Ion Exchange treatment systems design and permitting for PCE and nitrate removal	Jim Borchardt Connie Adera Tyler Hadacek Sarah Garber
Los Angeles Department of Water and Power (LADWP)	San Fernando Valley Water Treatment Facility	Advanced Groundwater Treatment Facility Design Build with GAC treatment for TCP and other contaminants	Jim Borchardt Tyler Hadacek Atosa Vahdati Nikzad
Wilson Wellhead Water Treatment Design	South Pasadena	3000-gpm wellhead treatment system design to remove 1, 2, 3 -TCP from the groundwater. The design utilizes GAC for treatment.	Jim Borchardt Connie Adera Tyler Hadacek

Graves Reservoir Replacement Project and Wellhead IX and GAC Treatment

Client: City of South Pasadena



Total Installed Cost of Project

\$12,200,000

Duration of Project

2015—2017

Relevance to Project

- Groundwater Treatment
- VOCs Removal

Key Personnel Involvement

Jim Borchardt, Technical Advisor

Tyler Hadacek, Process Engineer

Connie Adera, Engineer/Project Manager

Sarah Garber, Environmental Lead

Description of Scope

The City of South Pasadena's Graves Reservoir, located in the City of San Marino, was constructed in the early 1900s. This facility contains a 1-million-gallon reservoir, an existing potable water well, a sand filter, chlorination using bulk liquid chlorine, and a pump station which discharges into the distribution system. The reservoir roof has significantly deteriorated and the existing well exceeds the MCL for nitrate and tetrachloroethylene. The City has decided to upgrade the facility by replacing all of the facilities with the exception of the well.

The on-site facilities include two granular activated carbon vessels and an ion-exchange system. This system was selected to remove perchlorate, carbon tetrachloride, and tetrachloroethylene, and nitrate. The treatment facilities were selected to mitigate cost, minimize brine, and decrease maintenance. We included a flow control valve in the design to blend treated water with raw well water to maintain water quality without treating the entire well discharge. An on-site hypochlorite generation system will maintain chlorination requirements by generating a 0.8% sodium hypochlorite solution and pumping downstream of the treatment system.

This project was completed on budget and our team met every scheduled deadline.

Feasibility/Scoping Study to Construct Granular Activated Carbon Treatment Plants

Client: Monte Vista Water District



Total Installed Cost of Project

\$10,000,000

Duration of Project

2016—2017

Relevance to Project

- Planning Study
- Groundwater Treatment
- 1,2,3-TCP Treatment

Key Personnel Involvement

Jim Borchardt, Technical Advisor

Kyleen Marcella, Project Engineer

Tyler Hadacek, Quality Review

Description of Scope

Stantec conducted a feasibility/scoping study for the Monte Vista Water District (MVWD) to help them comply with the new State of California 1,2,3-Trichloropropane (TCP) MCL. The study goal was to determine the most appropriate and cost-effective approach for providing treatment of 10 impacted wells, and compliance with the TCP regulation.

Stantec determined the size, number, type of Granular Activated Carbon (GAC) media, replacement period, and pressure losses for the GAC treatment system at each of the selected sites. Stantec also evaluated piping configurations to collect the impacted wells and route them to the selected sites cost-effectively. Finally, our team made recommendation for additional treatment for nitrate and perchlorate removal at one of the wells. The evaluation included technology selection comparing Ion Exchange (IX), biological treatment, and reverse osmosis; treatment system sizing, and provided an overall project cost, including capital and O&M costs.

Treatment Studies – Archibald South Plume, Well I-18, and 1,2,3-TCP Planning

Client: Chino Basin Desalter Authority



Total

Installed Cost of Project

\$114,000

Duration of Project

2014—2017

Relevance to Project

- Treatment train addressing VOCs and brackish groundwater

Key Personnel Involvement

Jim Borchardt, Project Manager

Kyleen Marcella, Process Engineer

Tyler Hadacek, Quality Review

Description of Scope

Stantec carried out multiple studies for the Chino Desalter Authority to optimize treatment of VOCs by existing brackish groundwater RO treatment systems, by leveraging existing decarbonators and/or adding adsorption processes.

The Archibald South Plume is an area of groundwater in the Chino Basin contaminated with TCE. The Authority is considering expanding their wellfield capacity in a portion of the basin affected by this plume, where the groundwater would supply the Chino II Desalter. Stantec evaluated treatment options for water affected by the plume and built models to project the performance of air stripping, RO, and adsorption processes. This work showed that the existing decarbonator towers used for RO permeate pH control could, with additional packing material, achieve the required TCE removal as well. Optimization of the existing treatment equipment for VOC removal made for an efficient solution.

Several of the wells supplying the Authority's Chino I Desalter are contaminated with 1,2,3-TCP. Stantec led a study of options to treat the water from the wellfield so that it can continue to be used as part of the water supply. The team developed process models for adsorption and air stripping, along with system-level flow and mass balance calculations and cost estimates.

Finally, the Authority is working on the design of a wellhead GAC adsorption system for Well I-18. This well will be extracting water contaminated with various VOCs.

Stantec reviewed the proposed treatment approach and developed adsorption models to predict the performance of the GAC system. This evaluation was used to evaluate breakthrough, changeout rate, and water quality monitoring.

San Fernando Basin Groundwater Remediation Project

Client: Los Angeles Department of Water and Power



Total Installed Cost of Project

\$450,000.00

Duration of Project

2019—Present

Relevance to Project

- GAC Treatment

Key Personnel Involvement

Jim Borchardt, Project Manager

Tyler Hadacek, Process Engineer

Atosa Vahdati Nikzad, Process Engineer

Description of Scope

The Kiewit/Stantec team is providing Progressive Design-Build services for the San Fernando Groundwater Basin Remediation Project. Our collective objective is to clean up and restore the use of groundwater as a safe, high-quality source of drinking water in the San Fernando Basin through the design and construction of state-of-the-art treatment facilities at two plant sites: the North Hollywood Central Facility and the Tujunga Well Field. When construction is completed in 2022, these facilities are projected to treat more than 25,000 acre-feet of water per year and to protect the quality of groundwater entering the wells in the San Fernando Groundwater Basin. The San Fernando Valley Groundwater Basin is an aquifer that, if clean, can provide drinking water to more than 800,000 Angelenos. Currently, parts of the Basin are contaminated by industrial pollution dating back to the 1940s. Once operational, these facilities will reduce the purchase of imported water by 50% by 2025 and produce 50% of L.A.'s water supply locally by 2035.

Stantec's scope includes the design of conveyance piping, GAC treatment for adsorption of organic contaminants and hydrogen peroxide quenching, and UV Advanced Oxidation for destruction of 1,4 Dioxane, TCE, and PCE.

4

Scope of Work

Stantec will perform the following engineering services:

1. Project Management
 - a. Project administration, consisting of invoicing, filing, budget and schedule tracking, and progress reports.
 - b. Meeting attendance, consisting of a combined kick-off meeting and site tour, two virtual review meetings, one meeting to present results, and up to two virtual meetings with legal counsel.
 - c. Quality control, consisting of independent review of all deliverables prior to submission.
2. Data Collection and Review to Evaluate Impact to WVWD
 - a. Effect of stranded wells on lower water supply, water supply reliability, and reliance on more expensive water sources.
 - b. Review of current facilities and operations at wells 16 and 17. The review will consist of historical wells flows, water quality, maps, and engineering drawings, and other similar documents for the treatment plants, wells, and interconnecting piping. It is assumed that this data will be provided by the WVWD at the kick-off meeting.
 - c. Discussion of future plans for the proposed sites or distribution system piping that could influence the configuration of the treatment facilities.
 - d. Discussion of other contaminants in the well water that could influence the treatment facility sizing requirements.
 - e. Discussion of alternative site that might be considered for treatment facilities, in lieu of the two well sites mentioned above.
3. Assessment and Facility Planning
 - a. TCP Treatment:
 - i. Identify solution to recover stranded assets including biological, GAC and other viable treatments.
 - ii. Evaluation of site-specific treatment alternatives for TCP reduction in produced water. Dilution will not be considered in this project.
 - iii. With WVWD's input, select the preferred option and prepare conceptual sizing and layouts for the treatment facilities.
 - iv. If GAC is the preferred alternative, determine GAC treatment requirements for reducing 1,2,3-TCP to levels below the proposed MCL, recommended EBCT, media selection, vessel sizing, and pressure loss.
 - v. Determine space, access, and utility requirements for the proposed GAC treatment systems.
 - vi. Evaluate potential piping alternatives to route selected wells to and from the proposed treatment facilities.
 - vii. Evaluate the potential locations for siting of treatment facilities at the each well site and identify the preferred location.

- viii. For the selected sites, develop layouts, and piping configurations and prepare conceptual siting plans for the proposed treatment facilities.
 - b. Identify potential constructability and operational constraints for all proposed new facilities
4. Preliminary Cost Estimate
- a. Estimate capital and maintenance cost of new treatment facilities. Costs will be evaluated at a conceptual design level for planning purposes only, and an Opinion of Probable Cost (OPCC) Class 5 provided.
5. Environmental/CEQA
- a. Identify CEQA requirements
 - b. Identify permits requirements for the proposed alternative.
6. Schedule
- a. Identify an implementation schedule including environmental documents, design, bidding, construction, and commissioning of the treatment facilities.
7. Deliverable - Technical Memorandum (TM)
- a. Prepare Draft TM presenting findings of the study with preliminary site/project layout plans. It is assumed that WVWD will review the Draft TM within ten (10) working days and provide a set of comments to be incorporated.
 - b. Incorporate WVWD review comments. Prepare and submit Final TM.

Other Services not explicitly identified in RFP scope of work:

- 8. Meetings with Legal Counsel (included in Task 1, above)
 - a. Consult with WVWD's legal team or firm to understand impacts of this study on lawsuits. Attend up to two virtual review meetings to discuss and incorporate single set of comments and input from legal team or firm into final deliverable. Legal advisory services are not included but only technical engineering consultation with the legal team or firm.

5

Additional Information

Certificates of insurance are included herein in compliance with requirements in the RFP. This is ready for use as Exhibit C upon concluding a mutually satisfactory contract. Resumes are also included as an appendix. No further additional information is included.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)
6/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance Company</td> <td style="text-align: center;">22276</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance Company	22276	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012															

COVERAGES **CERTIFICATE NUMBER: 17648004** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ENGINEERING CONSULTING SERVICES FOR TCP IMPACT AND SOLUTION STUDY.

CERTIFICATE HOLDER 17648004 WEST VALLEY WATER DISTRICT ATTENTION: SHAMINDRA MANBAHAL INTERIM GENERAL MANAGER 855 WEST BASE LINE ROAD RIALTO CA 92377	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
---	--

Attachment Code: D564542 Master ID: 1415077, Certificate ID: 17648004

Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

STANTEC CONSULTING SERVICES INC.; 1415077



17648004
WEST VALLEY WATER DISTRICT
855 WEST BASE LINE ROAD,
RIALTO, CA 92377

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **17648004**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 17648004**
- ◆ **Email: kctsu@lockton.com**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies
Technical Services Unit

Email / Mailing Update - Liability Certificates

6

Cost/Fee Schedule

Services provided by Stantec's personnel in various labor categories will be billed at the following hourly rates (inclusive of salary, overhead, and fee):

Billing Classification	Hourly Rate
Project Principal	\$287
Principal Engineer	\$261
Senior Engineer	\$201
Project Engineer	\$183
Associate Engineer	\$149
Contract Administrator	\$125
Administrative Support	\$117

1. Payment of the invoiced amount for the professional engineering services shall be based on monthly invoices describing the work performed and expenses incurred during the preceding month.
2. Non-salary expenses and outside services attributable to the Project shall include:
 - Living and traveling expenses including mileage of employees when away from the home office on business connected with the Services
 - An associated project cost ("APC") rate for telecommunications, postage, computers, word processors, incidental photocopying, and related equipment in the amount of \$9.50 per labor hour
 - The identifiable costs of reproduction, printing and binding applicable to the Project
 - Mileage per IRS guidelines (currently \$0.56 per mile for 2021); and
 - The actual cost of outside and subcontracted services, and other direct costs identifiable to the Project will be charged at the above stated cost, plus 10 percent markup to cover overhead, administration, other indirect costs and profit.
3. Payment shall be due within 45 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
4. Above rates are valid for the year 2021. A 3% fee escalation will be applied to the above hourly rates on January 1st of each consecutive contract year.
5. Stantec reserves the right to adjust rates based on changes in authority for project team members

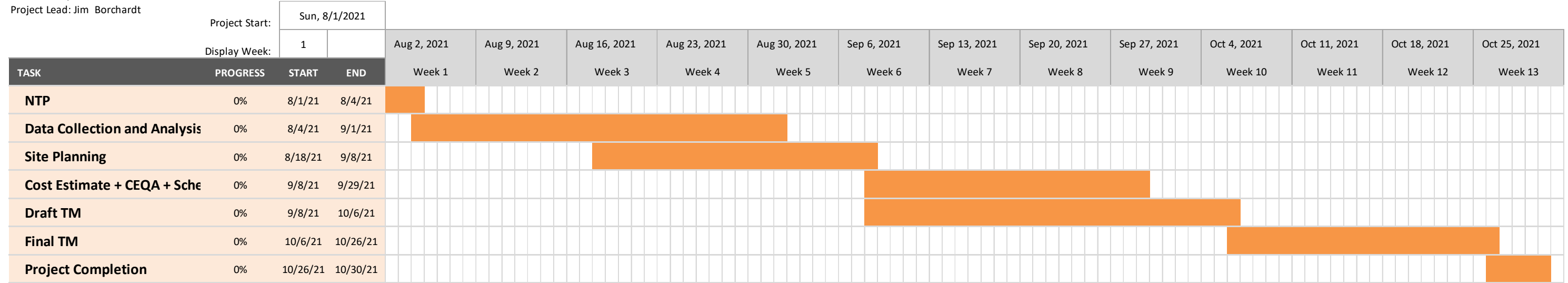


Project Name: TCP Study
Client: West Valley Water District

Task #	Task Name	Project Principal	Principal Engineer	Senior Engineer	Project Engineer	Associate Engineer	Administrative Support	Total Hours	Labor Costs Total	Other Direct Costs	Stantec Total
		\$287	\$261	\$201	\$183	\$149	\$117				
1	Project Management								\$ -		\$ -
1.1	<i>Project Management and Meetings</i>	6		2	28		8	44	\$ 8,184.00	\$ 300.00	\$ 8,484.00
	Task 1 Sub-Total	6	0	2	28	0	8	44	\$ 8,184.00	\$ 300.00	\$ 8,484.00
2	Data Collection and Review										
2.1	<i>Data Collection and Review</i>			2	8	8		18	\$ 3,058.00		\$ 3,058.00
	Task 2 Sub-Total	0	0	2	8	8	0	18	\$ 3,058.00	\$ -	\$ 3,058.00
3	Assessment and Facility Planning										
3.1	<i>Assessment and Facility Planning</i>	4		16	28	24		72	\$ 13,064.00		\$ 13,064.00
	Task 3 Sub-Total	4	0	16	28	24	0	72	\$ 13,064.00	\$ -	\$ 13,064.00
4	Preliminary Cost Estimate										
4.1	<i>Preliminary Cost Estimate</i>	1			6	8		15	\$ 2,577.00		\$ 2,577.00
	Task 4 Sub-Total	1	0	0	6	8	0	15	\$ 2,577.00	\$ -	\$ 2,577.00
5	Environmental/CEQA										
5.1	<i>Environmental/CEQA</i>		6		2	2		10	\$ 2,230.00		\$ 2,230.00
	Task 5 Sub-Total	0	6	0	2	2	0	10	\$ 2,230.00	\$ -	\$ 2,230.00
6	Schedule										
6.1	<i>Schedule</i>		2		2	6		10	\$ 1,782.00		\$ 1,782.00
	Task 6 Sub-Total	0	2	0	2	6	0	10	\$ 1,782.00	\$ -	\$ 1,782.00
7	Technical Memorandum										
7.1	<i>Technical Memorandum</i>	4	2	4	24	30		64	\$ 11,336.00		\$ 11,336.00
	Task 7 Sub-Total	4	2	4	24	30	0	64	\$ 11,336.00	\$ -	\$ 11,336.00
	Total	15	10	24	98	78	8	233	\$ 42,231.00	\$ 300.00	\$ 42,531.00
	Grand Total	15	10	24	98	78	8	233	\$ 42,231.00	\$ 300.00	\$ 42,531.00

TCP Impact and Solution Study

West Valley Water District
Project Lead: Jim Borchardt



8

Acceptance Agreement

We have reviewed your RFP and the contract terms and believe that should we be selected for this assignment; we will be able to conclude a mutually satisfactory contract with you. We will comply with all insurance requirements as shown on the insurance checklist in the RFP.

Appendix A

Resumes



James H Borchardt PE

Water Treatment Technical Director



Jim has 42 years of experience in project management and engineering for water treatment, conveyance, and storage facilities. He is an award winning water treatment expert and is one of the lead authors of the MWH Water Treatment Principles and Design Text Book (3rd Edition) that is used to teach water treatment in universities across the country. Jim has managed water quality studies, bench and pilot scale testing, facility planning and design, process evaluation, site development, hydraulic analysis, treatment plant design, construction management, and startup and operation on more than 125 treatment facilities. Jim has also served as technical advisor on more than 250 other treatment projects.

EDUCATION

Bachelor of Science, Civil Engineering, Colorado State University, Fort Collins, Colorado, 1975

Master of Science, Environmental Engineering, University of North Carolina, Chapel Hill, North Carolina, 1979

CERTIFICATIONS & TRAINING

Awards, 2006 Engineer of the Year in Santa Barbara County, 2012

Awards, 2015 Engineer of the Year in California, 2016

REGISTRATIONS

Registered Civil Engineer #17847, State of Colorado, Year Awarded: 1981/01/01; exp 10/31/2021

Professional Engineer #21603, State of Nevada, Valid Until: 12/31/2020

Registered Civil Engineer #35819, State of California, Year Awarded: 1983/01/01 exp 6/30/21

PROJECT EXPERIENCE

TCP and Nitrate Removal Feasibility Study, Claremont, California, United States (Project Manager)

Jim served as project manager for this District-wide investigation of TCP and Nitrate removal. Due to the complex distribution of groundwater contaminants,

the study required the evaluation of how best to group and locate treatment, while minimizing new piping and fitting facilities into available space on restricted sites. Both ion exchange and biological treatment were evaluated for nitrate removal, while TCP removal was accomplished using GAC adsorption. The study included preparation of a multi-phase approach to address current and future treatment needs.

TCP Removal Study, Ontario, California (Technical Advisor)

Jim led the investigation of TCP removal at the Chino I Desalter Facility. The proposed project included evaluation of water quality and operation of the wellfield and included proposed new wells to intercept the TCP plume. Treatment included GAC adsorption in conjunction with existing decarbonation systems. The work demonstrated technical feasibility of the proposed solution and identified costs and other implementation issues.

Graves Reservoir, City of South Pasadena, California (Project Manager)

Jim served as project manager for the design of this 1-MG reinforced concrete reservoir and groundwater treatment project. Work involved demolition of the existing concrete reservoir, replacement with a new reservoir meeting current seismic and design standards, and the addition of ion exchange and GAC filters to address contaminants in the groundwater from the on-site well.

* denotes projects completed with other firms

James H Borchardt PE

Water Treatment Technical Director

San Fernando Groundwater Remediation Project, California (Design Manager)

Jim managed the design of two groundwater treatment facilities and well collector piping on this \$400 million progressive design-build project. The scope of work involved detailed planning, design, procurement, construction, and commissioning support of well connections, purge facilities, strainers, UV/AOP facilities, GAC contactors, waste disposal, and disinfection system to provide remediation of contaminants in the San Fernando Valley groundwater basin. The design has been completed and Jim is currently providing support during construction.

Water Treatment Plant Expansion and Disinfection-By-Product Control Project, Antelope Valley, California (Project Manager)

Jim led the planning and pilot studies, through detailed design services, construction support, and start-up for the expansion and upgrade of four WTPs. These plants ranged in size from 4 to 90 mgd. The four treatment plants (Quartz Hill, Eastside, Acton, and Rosamond) were upgraded to include intermediate ozonation, deep-bed GAC filtration, and chloramines. The work required coordination of three main contractors and more than a dozen equipment suppliers. The project emphasis on schedule control was critical to allow coordinated conversion of the distribution system residual. Standby disinfection was also provided with the addition of chlorine contact basins. In addition, the largest treatment plant was expanded to 90 mgd by the addition of plate settler modules and new sludge removal mechanisms to the existing sedimentation basins. Jim also provided final start-up and commissioning services.

Williamette Water Treatment Plant design/build, Wilsonville, Oregon (Technical Advisor)

Jim provided technical expertise on the design and construction of this new \$42M water treatment facility that uses the Willamette River as the raw water source. The raw water intake consists of a submerged screen system with a capacity of 70 mgd and a hydraulic capacity of 120 mgd. The raw water is pumped to the treatment facility which consists of a high-rate sedimentation process with mechanical mixing and sludge pumping, followed by intermediate ozonation addition and contact tanks, granular activated carbon (GAC) filtration with water and air scour (using positive displacement compressors) backwash, and a 2.5-MG clearwell for onsite storage.

The project won several awards for its unique balance of technological excellence and contribution to the environment and society, including the ACEC National Finalist Award.

Wilson Reservoir GAC Project, South Pasadena, California (Project Manager)

Jim is managing the planning and design of new GAC treatment facilities for the removal of 1, 2, 3 TCP from contaminated wells at the Wilson Reservoir. The project involves the siting and interconnecting piping for eight 12-foot diameter GAC vessels on a very tight site in a residential area of the City. Key issues include visual aesthetics, washwater disposal, and truck access.

* denotes projects completed with other firms



Sarah Garber PMP, CPP
Environmental Scientist



Sarah is a principal environmental scientist with 34 years of experience in environmental impact assessments for infrastructure projects. In addition to National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documentation, she also specializes in permit acquisition from a wide-range of regulatory agencies. Sarah routinely conducts public scoping meetings for environmental documents, participates in stakeholder coordination meetings, and presents the environmental issues of projects at public hearings. She is involved in surface water investigations and permitting for stream discharges. Sarah has worked as a field biologist, concentrating in water quality analysis, including fisheries investigations and natural resource surveys.

EDUCATION

Bachelor of Science, Natural Resources, Cornell University, Ithaca, New York, 2016

Master of Science, Biology, State University of New York, SUNY Brockport, New York, 2017

REGISTRATIONS

Certified Air Permitting Professional #C7603, South Coast Air Quality Management District

Project Management Professional (PMP)® #1561265, Project Management Institute

PROJECT EXPERIENCE

Taylor Yard Phase II Environmental Site Assessment, Los Angeles Department of Water & Power, Los Angeles, California (Project Manager)

On behalf of LADWP, Sarah managed the preparation of a work plan for a Phase II environmental site assessment for baseline environmental conditions at Taylor Yard. The investigation was to support planning for a recycled water pipeline at the project site.

Lake Perris Quality Improvement Projects, Lake Perris, California (Project Manager)

Sarah worked on two projects for the Metropolitan Water District of Southern California (Metropolitan) related to water quality improvements at Lake Perris. She was a project manager for the Lake Perris Pathogen Reduction Study – Development of Water Recreation Alternatives. The focus of this project was the development of conceptual water recreation facilities, potentially to be constructed along the north shore of Lake Perris State Recreation Area at Moreno and Perris beaches. In consultation with staff from Metropolitan and the California Department of Parks and Recreation, the options that were considered included wading lagoon, wet/dry interactive stream, swim lagoon, and water playground. The overall intent of the project is to improve water quality by providing alternative recreational facilities that would reduce swimming and wading in the lake.

Sarah also served as project manager for the EIR for the Lake Perris Pollution Prevention and Source Protection Program. This program includes both the recreation features being considered for the beach areas (pathogen risk reduction element) as well as a hypolimnetic oxygenation option (dissolved oxygen enhancement element).

Sarah Garber PMP, CPP

Environmental Scientist

San Gabriel River Sediment Management Plan, Los Angeles County, California (Project Manager)

Sarah managed a multi-year water quality and stream sampling program on the San Gabriel River conducted in accordance with the Sediment Management Plan that guides the removal of sediments from the San Gabriel and Morris Reservoirs. The monitoring plan was specifically intended to meet the requirements of the Los Angeles RWQCB Monitoring and Reporting Program, the Final EIS/EIR for the project, the CDFW Streambed Alteration Agreement and the Corps of Engineers 404 Permit.

Regulatory Compliance Projects, Lake Elsinore, California (Project Manager)

The Regional Wastewater Treatment Plant discharges to both Temescal Wash (assumed habitat for the endangered least Bell's vireo and southwestern willow flycatcher) and to Lake Elsinore, an impaired water body included on the Clean Water Act Section 303(d) list. Sarah managed permit acquisition for expansion of the Regional Plant from 4.0 to 8.0 MGD, installation of new discharge points in the Wash, and construction of an effluent pipeline to the lake. Coordination was required with the Santa Ana RWQCB, the U.S. Army Corps, USFWS, CDFW, SCAQMD, Caltrans, and Riverside County Flood Control and Water Conservation District. Additionally, in coordination with California State University San Bernardino, the team conducted six years of water quality monitoring on Lake Elsinore and Canyon Lake in compliance with the Regional Board's Total Maximum Daily Load (TMDL) Program. Sarah managed sample collection, data analysis, report preparation, and coordination with Regional Board staff and the TMDL stakeholders.

Peck Reservoir and Pump Station, Manhattan Beach, California (Environmental Lead)

Sarah is currently working on the CEQA documentation for the Peck Reservoir and Pump Station CEQA compliance. The project is to provide preliminary design and design phase services for a new 8 MG cast-in-place concrete reservoir, an 8.6 MGD pumping station, and new site amenities for the City of Manhattan Beach. This new facility will receive water from both City owned potable water wells and Metropolitan Water District of Southern California. The pump station will pump from the new reservoir into the distribution system. The pump station will be operated based on maintaining a set pressure in the distribution system. The new reservoir will replace an existing reservoir, the new reservoir will be designed to meet current seismic design requirements and be hidden from view of the nearby residents.

Lake Elsinore and Canyon Lake TMDL Monitoring, Riverside, California (Project Manager)

In coordination with California State University San Bernardino, we conducted more than six years of water quality monitoring on both Lake Elsinore and Canyon Lake as required by the Regional Board's total maximum daily load (TMDL) program. Recent efforts included water quality and sediment sampling and analysis for Canyon Lake related to the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) alum application program. Sarah managed sample collection, data analysis, report preparation, and coordination with Regional Board staff and the TMDL stakeholders. Since 2006, Sarah has presented data results and water quality trends to the TMDL Technical Advisory Committee and TMDL Task Force.



Connie Adera PE, ENV SP
Project Manager



Connie is an environmental engineer and project manager with 7 years of experience. Connie focuses on water and wastewater treatment design, pump station and conveyance design, and water quality studies and analysis. As a project engineer and project manager for Stantec, Connie works with the water and wastewater treatment group on drinking water, wastewater, water recycling, and water reuse studies and treatment design, pump station designs, plant-scale renovation feasibility studies and water quality studies. Connie is internationally experienced, working on projects in Peru and Ethiopia as well as in the United States.

EDUCATION

Bachelor of Science, Environmental Science, Iowa State University, Ames, Iowa, 2007

Master of Science, Civil Engineering, University of Colorado at Boulder, Boulder, Colorado, 2013

CERTIFICATIONS & TRAINING

Engineer for Developing Communities, Boulder, CO, 2013

ENV SP, Envision Specialist, Institute for Sustainable Infrastructure, n/a, 2017

REGISTRATIONS

Registered Civil Engineer #0053874, State of Colorado, exp 10-31-19

PROJECT EXPERIENCE

Denver Professional Chapter Madagascar Project, Denver, Colorado (Water, Sanitation, and Hygiene Lead)

Connie organized a WASH training session with ProjectWet, educates the Denver Professional Chapter on current WASH needs, and led a WASH training in Madagascar with the village community. The WASH training included construction of tippy taps.

Marin Filter Rehab Project, Marin County, California (Project Engineer)

Connie was responsible for modeling the appropriate filter media sizes and depths to replace the current media for Marin County's tertiary filters.

Orange Grove Boulevard Pipeline Design, Pasadena, California (Project Engineer)

As project engineer, Connie was involved in this a pipeline alignment project to maintain pressure and a water balance between two different pressure zones in the city. This design replaces an 8", 12" and 24" water line on a main thoroughfare in Pasadena.

SWASH+ Program, Guatemala (Sanitation and Hygiene Systems Volunteer Consultant)

Connie assessed the sustainability of sanitation and hygiene systems in rural schools. She utilized Water for People's FLOW surveys and interviewed the communities to produce a final appraisal. (2011)

Various Metropolitan Water District Task Orders, Los Angeles, California (Process Engineer)

Connie is a process engineer managing various task orders to identify nitrogen management alternatives, cost phasing, and updating capital costs for MWD's potential 150 mgd full-scale advanced water treatment facility.

Connie Adera PE, ENV SP

Project Manager

Graves Reservoir and Wellhead Water Treatment Design, South Pasadena, California (Process Engineer)

As the process engineer, Connie was involved in an 800-gpm wellhead treatment design to remove nitrate, perchlorate, carbon tetrachloride, and tetrachloroethylene (PCE) from the groundwater to be used as a drinking water source. The design utilizes granular activated carbon (GAC), nitrate-selective ion exchange (IX), and onsite chlorine generation for treatment. The ion exchange treatment uses a bypass and blend arrangement to minimize the flow through the ion exchange reactors and reduce costs. It also incorporates on-site resin regeneration and brine minimization technologies to reduce costs of resin and brine disposal. Process screening and lifecycle cost evaluation were performed as part of preliminary design for the nitrate treatment process selection, resulting in brine-minimizing, ion exchange technologies.

Graves Reservoir and Wellhead Water Treatment Engineering Services During Construction, South Pasadena, California (Project Engineer and Project Manager)

Connie is managing, coordinating, and providing review of submittals and requests for information for the Contractor as well as managing the budget. Construction of the project is currently approximately 30% complete.

Metropolitan Water District Advanced Water Treatment Plant Demo Plant Design, Los Angeles, California (Project Engineer)

For the 0.5 MGD Advanced Water Treatment Demonstration Facility, Connie wrote a technical memorandum on the groundwater recharge capacity and compiled and submitted the fire prevention submittal for fire department permitting. She also worked alongside the professional engineers to design piping, blowers, process development, site layout, and membrane bioreactor design. This project was designed to 100% in early 2017 and constructed in 2017.

Wilson Wellhead Water Treatment Design, South Pasadena, California (Process Engineer)

Connie was the process engineer to remove 1,2,3-TCP from a drinking water well. The design utilized granular activated carbon to remove the 1,2,3-TCP.

Groundwater Supply / Wells Well 7991 Arsenic Removal Alternatives Analysis, Palm Desert, California (Process Engineer)

Connie is a process engineer working on the evaluation of various alternatives to remove arsenic from the well water in the southeastern portion of the CVWD service area. The study evaluates rehabilitation of the ion exchange treatment system, blending with other water sources, abandonment of the well, or replacement of the treatment system with a new adsorption or ion exchange system. The evaluation includes a life cycle cost analysis.



Tyler Hadacek PE

Environmental Engineer



Tyler is a process engineer with experience in groundwater treatment facilities using GAC, Ion Exchange, and RO membrane separation. He has led projects through planning, conceptual design, final design, permitting, and support during construction. He also has experience performing water quality studies and treatment process evaluation with life cycle cost analysis. Recently, he has been involved with helping the City of South Pasadena with a similar project in a residential neighborhood with a very small area for the treatment equipment. Additionally, he has assisted the Coachella Valley Water District with groundwater treatment evaluation and design, and is assisting the City of Santa Monica with evaluating PFAS treatment in coordination with the State Water Resources Control Board and the Division of Drinking Water.

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, University of California at Los Angeles, Los Angeles, California, 2012

Master of Science, Environmental Engineering, University of California at Los Angeles, Los Angeles, California, 2013

REGISTRATIONS

Registered Civil Engineer #84298, State of California, Expires: 2021

MEMBERSHIPS

Member, California Water Environment Association

Member, American Water Works Association

PROJECT EXPERIENCE

Wilson Reservoir and Wellhead Water Treatment Design, Pasadena, California, United States (Process Engineer)

Tyler helped design a 3,000 GPM wellhead treatment to remove 1, 2, 3-Trichloropropane (TCP) from the groundwater to be used as a drinking water source.

The design utilized granular activated carbon (GAC) for treatment and the project is located in a constrained residential area with particular challenges to the site, including height restrictions and limited footprint.

Remediation Alternatives Study and Work Plan, California

A large Superfund site in Southern California has multiple contaminated areas with several parties involved. Tyler analyzed the site water quality database and built queries and data analysis templates to estimate contaminant concentrations at different locations. He also worked on conceptual-level treatment system design calculations and cost estimates, for extracted groundwater containing various toxic organics and heavy metals. The treatment system consisted of air stripping, ion exchange, ultra-violet/advanced oxidation process, and liquid-phase and vapor-phase carbon adsorption. This work helped define and evaluate alternatives for the client to address the groundwater contamination.

Tyler Hadacek PE

Environmental Engineer

San Fernando Basin Groundwater Remediation Project, Los Angeles, CA (Project Engineer)

Tyler served as process engineer and design coordinator for the progressive design-build project of two new groundwater treatment facilities of 38 MGD and 25 MGD. He assisted with coordinating the process design for pretreatment solids removal, UV-AOP treatment with hydrogen peroxide, GAC adsorption, and modifications to the chloramination and fluoride chemical feed systems. Tyler also oversaw the value engineering design proposals and evaluations on the project.

Graves Reservoir and Wellhead Water Treatment Design, South Pasadena, California (Process Engineer)

Tyler is a process engineer for an 800-GPM wellhead treatment design to remove nitrate, perchlorate, carbon tetrachloride, and tetrachloroethylene (PCE) from the groundwater to be used as a drinking water source. The design utilizes granular activated carbon (GAC), nitrate-selective ion exchange (IX), and onsite chlorine generation for treatment. The ion exchange treatment uses a bypass and blend arrangement to minimize the flow through the ion exchange reactors and reduce costs. It also incorporates on-site resin regeneration and brine minimization technologies to reduce costs of resin and brine disposal. Process screening and lifecycle cost evaluation were performed as part of preliminary design for the nitrate treatment process selection, resulting in brine-minimizing, ion exchange technologies.

Arsenic Ion Exchange and Manganese Treatment System Evaluation Study, Bridgeport, California (Project Engineer)

Tyler was the project engineer for the evaluation of an arsenic and a manganese drinking water treatment system in decentralized, remote locations treating contaminated groundwater. The project consisted of site investigations, data collection and analysis, treatment process evaluation, economic analysis, and recommendation of treatment system alternatives. Tyler exercised sensitivity to existing conditions and client values, and applied a comprehensive technical knowledge of removal processes as well as interdisciplinary design requirements to propose optimal solutions for the client. He was the lead engineer for the arsenic treatment evaluation and developed preliminary design criteria for ion exchange and adsorption treatment systems. Tyler exercised sensitivity to existing conditions and client values, and applied a comprehensive technical knowledge of removal processes as well as interdisciplinary design requirements to propose optimal solutions for the client.

Arsenic Wellhead Treatment Alternatives Analysis and Preliminary Design, Palm Desert, California (Project Engineer)

Tyler led the two-step process of an alternatives analysis and subsequent preliminary design of a wellhead treatment system for a 1000 GPM well. The scope of work involved the evaluation of an existing ion exchange arsenic removal system and potential options to abandon, rehabilitate, or replace the treatment system. Tyler performed a thorough evaluation of water supply and process alternatives including ion exchange and adsorption treatment.



Atosa Vahdati Nikzad PH.D., E.I.T., ISO14001

Senior Water/Wastewater Engineer

An environmental engineer/chemist, Atosa has over 14 years of experience in a variety of water and wastewater projects. She is passionate about finding unique and innovative solutions to environmental problems. Atosa has designed water treatment systems for water providers, and designed wastewater treatment systems for different industries. Atosa has worked closely with Professor Mike Pirbazari for many years and developed new systems of removing anions from the water, wastewater and brine using anaerobic fluidized bed reactors.

EDUCATION

Bachelor of Applied Chemistry, Sharif University of Technology

Master of Environmental Engineering, water and wastewater Engineering, Tarbiat Modares University

Master of Environmental Engineering, University of Southern California

Ph.D. of Environmental Engineering, University of Southern California,

MEMBERSHIPS

Member, American Academy of Environmental Engineers and scientists and American Water Work Association

REGISTRATIONS

EIT, 127772, Board for Professional Engineers, Sacramento, California, 2007

AWARDS

Outstanding Academic Achievement (M.S.) 2006, Viterbi School of Civil and Environmental Engineering, USC, Los Angeles, CA

Recognition of Achievement in Graduate Level Education (M.S.) 2006, APSIH, Los Angeles, CA
Teaching Assistant Award 2004, Viterbi School of Civil and Environmental Engineering
 USC, Los Angeles, CA

Outstanding Academic Achievement (Ph.D.) 2007
 USC, Los Angeles, CA

Recognition of Achievement in Graduate Level Education (Ph.D.) 2007 APSIH, Los Angeles, CA

Dr. Walter A. Grove Award of Excellence in Education 2007

PUBLICATIONS

Modeling and Design of Anaerobic Fluidized Bed Reactor Process for Sulfate Reduction in High-Strength Industrial Wastewaters, 2010

Microbial Reduction of Sulfate in Reverse Osmosis Brine Concentrate: Fluidized Bed Adsorber Reactor Systems, Batch and Chemostat Reactor Systems, 2006

Integrated Concentrate Recovery for High-Recovery Surface Water Reverse Osmosis Treatment, 2007

Biological Sulfate Reduction of Reverse Osmosis Brine Concentrate, 2005

PROJECT EXPERIENCE

Water and wastewater Treatment Design Keyknow Design Inc., (Process Engineer)

Atosa designed water treatment processes for the Keyknow Design Inc. The scope included detailed process design, specifications, layouts, drawings, and implementation.

Skywell LLC., Santa Monica, California, **(Senior Water Scientist)**

As senior water scientist, Atosa worked in design, test, and modification of atmospheric water generators. She produced a standalone atmospheric water generator unit that was producing drinking water from moisture in the air. Atosa advertised the product to be used in out of grid locations, camping grounds, military, boats, underdeveloped areas/countries, and locations with no access to clean drinking water.

* denotes projects completed with other firms

Atosa solved the problems in the original design, reassessed the material and redesigned the UV/ozone compatible tank and piping.

Chemical and Environmental Engineer, MATN Research Center

Atosa participated in research, investigation, design, construction, and test of pilot plants for the treatment of a variety of power-plant wastewaters. She implemented the bench scale experiments, designed the pilot treatment facilities, and performed tests on the power plant wastewater to optimize best treatment conditions.

Teaching Assistant, University of Southern California

As a professor assistant, Atosa taught several courses including: Environmental Engineering Microbiology, Environmental Biotechnology and Bioremediation (including biological and chemical control of pollutions), Wastewater Treatment Design, Environmental Quality Control and management (including surface and groundwater pollution control and management), and Design and Planning of Civil Engineering Systems.

Research Assistant, University of Southern California

As a research assistant, Atosa worked on the Biological Removal of Sulfate from Reverse Osmosis. Biological sulfate reducing bacteria were adapted to the brine environment and the best strands were acclimated to the reverse osmosis brine. High sulfate reductions as high as 96% were obtained in an anaerobic environment. Atosa was also involved in the Biological Removal of Sulfate from Industrial Wastewaters project, a cutting-edge and original technology was developed to treat sulfate-rich wastewaters using hydrogen gas as electron source and carbon dioxide as carbon source.

Impact of Liquids Treatment Upgrades at the Palm Springs Wastewater Treatment Plant on Ratepayers, (White Paper), Stantec

Atosa helped with assessment and review the technical documents, communications and reports and helped to provide a source control program workplan, and groundwater monitoring network modification workplan schedule.

Los Angeles Department of Water and Power, San Fernando Groundwater Remediation Project, Senior Water Quality Engineer, Stantec

Atosa is a process engineer for the progressive design build project of the two new groundwater treatment facilities of 38 mgd and 25 mgd. She oversees the water quality design and control.

City of Santa Monica, Sustainable Water Infrastructure Project, Antidegradation Study, Process Engineer, Stantec

The City of Santa Monica's Sustainable Water Infrastructure Project (SWIP) involves addition of reverse osmosis to treat urban runoff and brackish/saline groundwater, and to construct a new below-grade advanced water treatment facility for treating wastewater and stormwater through MBR – RO – UV/AO. Atosa performed the initial Antidegradation study for this project, by utilizing groundwater models, fate and transport study, salt and nutrient sources identification, and calculation of the assimilative capacity and loads.

City of Ventura, State Water Interconnection Pipeline and Blending Station Projects, Study, Senior Process Engineer, Stantec

A pipe loop study is being conducted to investigate possible effects of changing the water source in the City of Ventura distribution line. The pipe loop is in progress to identify of possible corrosion and metal mobilization effect on pipes and fittings due to the water source change, and to test the effect of conditioning.

* denotes projects completed with other firms



Kyleen Marcella EIT

Engineer in Training, Environmental



Kyleen has experience in a variety of multidisciplinary projects including alternatives evaluation, process modeling, potable/nonpotable water distribution systems, energy management, and advanced treatment. She is experienced in feasibility assessments, conceptual studies, preliminary design, design drawings, and final design. Her computer skills include BioWin, AutoCAD, Microstation, and ArcGIS.

EDUCATION

MS, Environmental Engineering, University of Southern California, California, 2015

BS, Environmental Engineering, University of Southern California, California, 2015

REGISTRATIONS

Engineer-In-Training #157431, California Board for Professional Engineers, Land Surveyors, and Geologists

PROJECT EXPERIENCE

Recycled Water Alternatives Evaluation - Surface Water and Groundwater Augmentation Feasibility Study, Palmdale, CA, USA (Project Engineer)

Kyleen served as the Project Engineer for a high-level evaluation of the feasibility of utilizing recycled water from the Palmdale Water Reclamation Plant owned and operated by the County Sanitation District No. 20 of Los Angeles County (CSDLAC), for surface water augmentation at Palmdale Lake and/or groundwater injection. The scope of work included evaluating regulatory requirements, infrastructure needs and preparation of a level 5 cost estimate.

West Long Beach Advanced Treated Recycled Water Feasibility Study, Long Beach, California (Project Engineer)

Kyleen served as the Project Engineer on this Feasibility Study which was a forwardlooking planning effort conducted by Stantec on behalf of LBWD. Stantec assessed the feasibility of contractually using highly treated water from nearby facilities that are being planned by LACSD and MWD. As part of this planning effort, Stantec was able to leverage its institutional knowledge of the Los Angeles Harbor recycled water system infrastructure to engage potential stakeholders in the region, including LADWP, LACSD, LASAN, WRD, WBMWD, and the City and Port of Long Beach.

Basis of Design Report, Calabasas, California (Project Engineer)

Kyleen assisted in the development of the basis of design report which is a continuation of the Recycled Water Seasonal Storage Plan of Action Study. The project involved evaluating two alternatives for future use of LVMWD's recycled water; one alternative involves leasing a reservoir from LADWP for use as seasonal storage while the other is looking at utilizing LVMWD's existing potable reservoir for use in an indirect potable reuse scheme. Kyleen delivered many technical portions of the report including pump station sizing, supply/demand analysis and cost estimating.

Kyleen Marcella EIT

Engineer in Training, Environmental

Sustainable Water Infrastructure Project, Santa Monica, California (Project Engineer)

The City of Santa Monica's Sustainable Water Infrastructure Project (SWIP) is an integrated water resources project to help the City utilize all of its water resources, including stormwater runoff, recycled municipal wastewater, and brackish groundwater, to achieve its long term goal of water sustainability and drought resilience. This project includes construction of a new below-grade advanced water treatment facility in addition to two new below-grade storm water harvesting tanks and upgrades to an existing urban runoff treatment facility. Kyleen developed conceptual design of upgrades to the urban runoff treatment facility including the addition of reverse osmosis and solar generation.

1,2,3-TCP Study, Chino, California (Project Engineer)

A new MCL for 1, 2, 3-Trichloropropane (1, 2, 3-TCP) was recently introduced by the California State Water Resources Control Board. As part of the evaluation of GAC treatment to remove 1, 2, 3-TCP from Chino Desalter Authority's groundwater wells, Kyleen assessed various treatment scenarios for the well water, including treatment siting and piping at the Chino I facility.

1,2,3-TCP and Nitrate Treatment Study, Montclair, California (Project Engineer)

Kyleen assisted on a conceptual study to evaluate treatment options for 1,2,3-TCP and nitrate at twelve of Monte Vista Water District's wells. Nitrate removal technology evaluation included ion exchange and biological treatment. 1,2,3-TCP treatment will be accomplished using GAC.

Malibu Creek Augmentation (Project Engineer)

The Las Virgenes Municipal Water District (LVMWD) augments flows of up to 2.5 cfs to Malibu Creek through its Tapia Water Reclamation Facility. LVMWD must meet new, more stringent summertime requirements for total nitrogen and total phosphorous of 1.0 mg/L and 0.1 mg/L respectively. Stantec was tasked with evaluating five different treatment options to meet these requirements including secondary MBR, tertiary MBR, BAF, MF/RO and breakpoint chlorination. Kyleen developed design criteria utilizing BioWin for process modeling and calculated associated costs for evaluation of the treatment processes. After developing the evaluation criteria in conjunction with the District, these alternatives were ranked and preliminary design and CEQA analysis for the selected alternative was performed.

Preliminary Feasibility Assessment of Pumping Option for Water Quality Improvement, Big Bear Lake, California (Project Engineer)

Kyleen performed a preliminary feasibility assessment of two pumping options within Big Bear Lake to improve water quality for the lake. The assessment included an evaluation of two pipeline alignments and underwater pumping system. Preliminary capital and operational costs were developed for both options.

Design with
community in
mind





West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Stantec Consulting Services, Inc.

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 5th day of August, 2021 ("Effective Date") is by and between West Valley Water District ("District") and Stantec Consulting Services, Inc. ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District ("Authorized Representative") issue task orders ("Task Orders") to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit "A" attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing,

vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2 If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1 By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
 - (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;
 - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2 Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1 Consultant will not perform any services under this Agreement until:
 - (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies

shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

16.3 Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

17.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Shamindra Manbahal
General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: Stantec Consulting Services, Inc
38 Technology Drive
Irvine, CA 92618
Attn: James Borchardt
Vice President
(626) 568-6283
James.borchardt@stantec.com

**** Please send all invoices by:**

Email: apinvoices@wvwd.org

or

**Mail: West Valley Water District
Accounts Payable
P.O. Box 920
Rialto, CA 92377**

17.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States

Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 17.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 **Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 **Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 **Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its

fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement 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 _____
Channing Hawkins, President

By S. Manbahal _____
Shamindra, Manbahal, General Manager

By Peggy Asche _____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By [Signature] _____
Robert Tafuya

CONSULTANT:

Stantec Consulting Services, Inc.

By [Signature] _____

Name James Borchardt, PE

Its Vice President

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 5th day of August, 2021 by and between West Valley Water District, a public agency of the State of California ("District") and Stantec Consulting Services, Inc. ("Consultant").

RECITALS

- A. On or about August 5, 2021 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 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, 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**

Channing Hawkins, President

S. Manbahal

Shamindra Manbahal, General Manager

Peggy Asche

Peggy Asche, Board Secretary

CONSULTANT:

Stantec Consulting Services, Inc.

By *James A. Borchardt*

Name James Borchardt, PE

Its Vice President

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

Stantec will perform the following engineering services:

1. Project Management
 - a. Project administration, consisting of invoicing, filing, budget and schedule tracking, and progress reports.
 - b. Meeting attendance, consisting of a combined kick-off meeting and site tour, two virtual review meetings, one meeting to present results, and up to two virtual meetings with legal counsel.
 - c. Quality control, consisting of independent review of all deliverables prior to submission.

2. Data Collection and Review to Evaluate Impact to WWWD
 - a. Effect of stranded wells on lower water supply, water supply reliability, and reliance on more expensive water sources.
 - b. Review of current facilities and operations at wells 16 and 17. The review will consist of historical wells flows, water quality, maps, and engineering drawings, and other similar documents for the treatment plants, wells, and interconnecting piping. It is assumed that this data will be provided by the WWWD at the kick-off meeting.
 - c. Discussion of future plans for the proposed sites or distribution system piping that could influence the configuration of the treatment facilities.
 - d. Discussion of other contaminants in the well water that could influence the treatment facility sizing requirements.
 - e. Discussion of alternative site that might be considered for treatment facilities, in lieu of the two well sites mentioned above.

3. Assessment and Facility Planning
 - a. TCP Treatment:
 - i. Identify solution to recover stranded assets including biological, GAC and other viable treatments.
 - ii. Evaluation of site-specific treatment alternatives for TCP reduction in produced water. Dilution will not be considered in this project.
 - iii. With WWWD's input, select the preferred option and prepare conceptual sizing and layouts for the treatment facilities.
 - iv. If GAC is the preferred alternative, determine GAC treatment

requirements for reducing 1,2,3-TCP to levels below the proposed MCL, recommended EBCT, media selection, vessel sizing, and pressure loss.

- v. Determine space, access, and utility requirements for the proposed GAC treatment systems.
 - vi. Evaluate potential piping alternatives to route selected wells to and from the proposed treatment facilities.
 - vii. Evaluate the potential locations for siting of treatment facilities at the each well site and identify the preferred location.
 - viii. For the selected sites, develop layouts, and piping configurations and prepare conceptual siting plans for the proposed treatment facilities.
- b. Identify potential constructability and operational constraints for all proposed new facilities.

4. Preliminary Cost Estimate

- a. Estimate capital and maintenance cost of new treatment facilities. Costs will be evaluated at a conceptual design level for planning purposes only, and an Opinion of Probable Cost (OPCC) Class 5 provided.

5. Environmental/CEQA

- a. Identify CEQA requirements
- b. Identify permits requirements for the proposed alternative.

6. Schedule

- a. Identify an implementation schedule including environmental documents, design, bidding, construction, and commissioning of the treatment facilities.

7. Deliverable - Technical Memorandum (TM)

- a. Prepare Draft TM presenting findings of the study with preliminary site/project layout plans. It is assumed that WWWD will review the Draft TM within ten (10) working days and provide a set of comments to be incorporated.
- b. Incorporate WWWD review comments. Prepare and submit Final TM.

Other Services not explicitly identified in RFP scope of work:

- 8. Meetings with Legal Counsel (included in Task 1, above)
 - a. Consult with WWWD's legal team or firm to understand impacts of this study on lawsuits. Attend up to two virtual review meetings to discuss and incorporate single set of comments and input from legal team or firm into final deliverable. Legal advisory services are not included but only technical engineering consultation with the legal team or firm.

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION



Project Name: TCP Study
 Client: West Valley Water District

Task #	Task Name	Project Principal	Principal Engineer	Senior Engineer	Project Engineer	Associate Engineer	Administrative Support	Total Hours	Labor Costs Total	Other Direct Costs	Stantec Total
		\$287	\$261	\$201	\$183	\$149	\$117				
1	Project Management								\$ -		\$ -
1.1	<i>Project Management and Meetings</i>	6		2	28		8	44	\$ 8,184.00	\$ 300.00	\$ 8,484.00
	Task 1 Sub-Total	6	0	2	28	0	8	44	\$ 8,184.00	\$ 300.00	\$ 8,484.00
2	Data Collection and Review										
2.1	<i>Data Collection and Review</i>			2	8	8		18	\$ 3,058.00		\$ 3,058.00
	Task 2 Sub-Total	0	0	2	8	8	0	18	\$ 3,058.00	\$ -	\$ 3,058.00
3	Assessment and Facility Planning										
3.1	<i>Assessment and Facility Planning</i>	4		16	28	24		72	\$ 13,064.00		\$ 13,064.00
	Task 3 Sub-Total	4	0	16	28	24	0	72	\$ 13,064.00	\$ -	\$ 13,064.00
4	Preliminary Cost Estimate										
4.1	<i>Preliminary Cost Estimate</i>	1			6	8		15	\$ 2,577.00		\$ 2,577.00
	Task 4 Sub-Total	1	0	0	6	8	0	15	\$ 2,577.00	\$ -	\$ 2,577.00
5	Environmental/CEQA										
5.1	<i>Environmental/CEQA</i>		6		2	2		10	\$ 2,230.00		\$ 2,230.00
	Task 5 Sub-Total	0	6	0	2	2	0	10	\$ 2,230.00	\$ -	\$ 2,230.00
6	Schedule										
6.1	<i>Schedule</i>		2		2	6		10	\$ 1,782.00		\$ 1,782.00
	Task 6 Sub-Total	0	2	0	2	6	0	10	\$ 1,782.00	\$ -	\$ 1,782.00
7	Technical Memorandum										
7.1	<i>Technical Memorandum</i>	4	2	4	24	30		64	\$ 11,336.00		\$ 11,336.00
	Task 7 Sub-Total	4	2	4	24	30	0	64	\$ 11,336.00	\$ -	\$ 11,336.00
	Total	15	10	24	98	78	8	233	\$ 42,231.00	\$ 300.00	\$ 42,531.00
	Grand Total	15	10	24	98	78	8	233	\$ 42,231.00	\$ 300.00	\$ 42,531.00

Services provided by Stantec's personnel in various labor categories will be billed at the following hourly rates (inclusive of salary, overhead, and fee):

Billing Classification	Hourly Rate
Project Principal	\$287
Principal Engineer	\$261
Senior Engineer	\$201
Project Engineer	\$183
Associate Engineer	\$149
Contract Administrator	\$125
Administrative Support	\$117

1. Payment of the invoiced amount for the professional engineering services shall be based on monthly invoices describing the work performed and expenses incurred during the preceding month.
2. Non-salary expenses and outside services attributable to the Project shall include:
 - Living and traveling expenses including mileage of employees when away from the home office on business connected with the Services.
 - An associated project cost ("APC") rate for telecommunications, postage, computers, word processors, incidental photocopying, and related equipment in the amount of \$9.50 per labor hour
 - The identifiable costs of reproduction, printing and binding applicable to the Project.
 - Mileage per IRS guidelines (currently \$0.56 per mile for 2021); and
 - The actual cost of outside and subcontracted services, and other direct costs identifiable to the Project will be charged at the above stated cost, plus 10 percent markup to cover overhead, administration, other indirect costs, and profit.
3. Payment shall be due within 45 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
4. Above rates are valid for the year 2021. A 3% fee escalation will be applied to the above hourly rates on January 1st of each consecutive contract year.
5. Stantec reserves the right to adjust rates based on changes in authority for project team members.

TO
 TASK ORDER NO. 1
 SCHEDULE

TCP Impact and Solution Study																
West Valley Water District																
Project Lead: Jim Borchardt			Sun, 8/1/2021													
Project Start:																
Display Week:			1	Aug 2, 2021	Aug 9, 2021	Aug 16, 2021	Aug 23, 2021	Aug 30, 2021	Sep 6, 2021	Sep 13, 2021	Sep 20, 2021	Sep 27, 2021	Oct 4, 2021	Oct 11, 2021	Oct 18, 2021	Oct 25, 2021
TASK	PROGRESS	START	END	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
NTP	0%	8/1/21	8/4/21													
Data Collection and Analysis	0%	8/4/21	9/1/21													
Site Planning	0%	8/18/21	9/8/21													
Cost Estimate + CEQA + Sche	0%	9/8/21	9/29/21													
Draft TM	0%	9/8/21	10/6/21													
Final TM	0%	10/6/21	10/26/21													
Project Completion	0%	10/26/21	10/30/21													

EXHIBIT B**KEY PERSONNEL**

Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

James Borchardt

Connie Adera

EXHIBIT C
INSURANCE

INSURANCE

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement

- B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.
- C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.
- D. **Professional Liability Insurance.** This coverage must be on an "occurrence" basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant’s indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District

in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: CONSIDER THE PURCHASE OF ZONE 6 PROPERTY FOR WELL SITE

DISCUSSION:

Due to projected population growth and peak summer usage in northern Fontana, additional water supply is required in this area to supplement production from Well 54. A site suitable to accommodate a well has been located west of Citrus Avenue and north of Knox Avenue in Fontana. This property, which is approximately 24,394 square feet or 0.56 acres is identified as “Remainder Lot” on Tract Map No. 20018. The owners were approached to see if they would be interested in selling the property to the West Valley Water District (District) and both parties agreed to have an independent appraisal performed to evaluate its current market value. The appraisal provides information related to the property and concludes that this property is valued at \$122,000. Attached as **Exhibit A** is a Purchase and Sale Agreement and Joint Escrow Instructions.

The existing owner is requiring that the sale of the land be “as is”. That means that they are not making any disclosures, warranties or representations about the condition of the land. There is some risk in purchasing land “as is”. If the land is contaminated or has other problems that are not readily identifiable by a visual inspection, the District could be purchasing a piece of land that is not able to be used for its intended purpose without remediation and/or other work. In this case, the land has been vacant for over 40 years that is known by the District. The District has no knowledge that there was ever anything on the vacant land. Accordingly, since the land is vacant now, has been vacant for over 40 years, and is not known to have ever had anything on it, the risk that the land is contaminated or could not be used for its intended purpose is believed to be minimal. The District could decide to do geological tests and other tests to determine the condition of the land. But, that would drive up the cost of the land significantly.

FISCAL IMPACT:

The cost to purchase the Zone 6 property is \$122,000 plus the cost for Title Policy, escrow costs and documentary transfer taxes if any. This item was included in the fiscal year 2021/2022 Capital Improvement Budget and was revenue sourced from development fees collected.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

LJ;ls

ATTACHMENT(S):

1. Exhibit A - Purchase and Sale Agreement
2. Resolution No. 2021-12

MEETING HISTORY:

07/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

TO: _____ Escrow Escrow No.: _____ Date Opened: _____ ("Escrow")
Attention: _____
Telephone: (____) _____
Email: _____
("Escrow Holder")

This Purchase and Sale Agreement and Joint Escrow Instructions (this "Agreement"), dated as of _____, 2021 (the "Effective Date"), is entered into by and between FONTANA 37, LLC, a Delaware limited liability company ("Seller"), and WEST VALLEY WATER DISTRICT, a public agency of the State of California ("Buyer"), and constitutes an agreement between Seller and Buyer (each, a "Party" and collectively, the "Parties") for the purchase and sale of real property and joint escrow instructions directed to _____ (as "Escrow Holder") to establish the Escrow (the "Escrow") to accommodate the transaction contemplated hereby.

RECITALS:

- A. Buyer is a county water district organized and existing under the California County Water District Law, codified at Section 30000, et seq. of the California Water Code, engaged in developing, storing, and distributing water in the County of San Bernardino, California.
B. Seller owns approximately is 24,394 SF square feet of real property located in the City of Fontana (the "City"), County of San Bernardino (the "County"), State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
D. Buyer wishes to purchase the Property from Seller for the exclusive purpose of constructing and operating a water well thereon, and Seller wishes to sell the Property to Buyer for such purpose, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

- 1. Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth.
2. Purchase Price. The "Purchase Price" for the Property shall be One Hundred Twenty-two Thousand and No/100 Dollars (\$122,000.00). Such Purchase Price shall be paid to Seller net of all costs and expenses related to this transaction, including, without limitation, the cost of the Title Policy (defined in Section 8 below, Escrow costs, and documentary transfer taxes, if any.
3. Payment of Purchase Price; Reimbursement of Certain Engineering Expenses.
a. Not later than 5:00 p.m. (Pacific Time) on the date two (2) business days following the Effective Date, Buyer and Seller shall open the Escrow with Escrow Holder by depositing with Escrow Holder a fully executed copy of this Agreement, and Buyer shall deposit into the Escrow by confirmed wire

transfer of immediately available federal funds, the amount of Three Thousand and No/100 Dollars (\$3,000.00) (the “**Deposit**”). If Escrow Holder does not receive the Deposit of wired funds by 5:00 p.m. (Pacific Time) on the second (2nd) business day following the Effective Date, then either Party may, prior to the Escrow Holder’s receipt of the Deposit, unilaterally terminate this Agreement by delivering written notice to Escrow Holder and the other Party, in which event the provisions of Section 11 below shall apply.

b. The Deposit shall be credited in favor of Buyer against the Purchase Price for the Property upon the Close of Escrow, but shall be (a) retained by Seller if Seller is entitled to receive the Deposit in accordance with this Agreement, or (b) returned to Buyer if Buyer is entitled to a return of the Deposit in accordance with this Agreement.

c. The balance of the Purchase Price to be paid at the Closing Date, together with all title and escrow costs to be paid and the pro-rations to be made pursuant to Section 13 of this Agreement, shall be deposited by Buyer into the Escrow by confirmed wire transfer of immediately available federal funds no later than the last business day before the Close of Escrow (as defined in Section 4 below).

d. The Parties shall execute any supplemental escrow instructions reasonably required by Escrow Holder that are not inconsistent with the terms of this Agreement and do not affect the Parties’ obligations hereunder. In the event of any discrepancy between this Agreement and such supplemental instructions, the provisions of this Agreement shall prevail.

4. Close of Escrow. For purposes of this Agreement, the “**Close of Escrow**” or “**Closing**” shall be the date that the grant deed (“**Grant Deed**”) conveying the Property to Buyer, the form of which is attached hereto as Exhibit “B” is recorded in the Official Records of the County (the “**Official Records**”). Escrow shall close (the “**Closing Date**”) on or before the date that is thirty (30) days after the Effective Date.

Title. For the benefit of Buyer, Buyer’s obligation to consummate the transaction contemplated in this Agreement shall be expressly subject to and contingent upon title to the Property being subject only to those certain title exceptions set forth in the Preliminary Report dated _____, 2021 and issued by Fidelity National Title Insurance Company (“**Title Company**”) (Order No. _____) covering the Property (“**Preliminary Report**”), a copy of which is attached hereto as Exhibit “C”, excepting the deed of trust in favor of D.R. Horton Los Angeles Holding Company, Inc. (“**Deed of Trust**”), which shall be deleted prior to the Close of Escrow.

Buyer’s Initials

5. Seller’s Representations and Warranties. Seller hereby represents, warrants, and covenants to Buyer, which representations and warranties shall be true and correct as of the Effective Date and as of the date of the Close of Escrow, and, subject to Section 31 hereof, shall survive the Close of Escrow for a period of six (6) months from the Close of Escrow, as follows:

a. Seller has the legal power, right and authority to enter into this Agreement and the instruments to be executed by Seller pursuant to this Agreement and to consummate the transactions contemplated hereby. No consent of any third party is required in order for Seller to perform its obligations hereunder.

b. All requisite action has been taken by Seller in connection with Seller’s execution of this Agreement and the instruments to be executed by Seller pursuant to this Agreement and the consummation of the transactions contemplated hereby.

c. The individual executing this Agreement and the instruments to be executed by such individual pursuant to this Agreement on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions of this Agreement and such instruments.

d. To Seller's actual knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control ("*OFAC*"), and does not reside in, and is not organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act (defined below) as warranting special measures due to money laundering concerns, or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. As used herein, the term "*Patriot Act*" means the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as reauthorized by the USA Patriot Improvement and Reauthorization Act of 2005.

6. Buyer's Representations, Warranties and Covenants. Buyer hereby represents, warrants and covenants to Seller, which representations and warranties shall be true and correct as of the Effective Date and as of the date of the Close of Escrow and shall survive the Close of Escrow for a period of six (6) months from the Close of Escrow, as follows:

a. Buyer has the legal power, right and authority to enter into this Agreement and the instruments to be executed by Buyer pursuant to this Agreement and to consummate the transactions contemplated hereby.

b. All requisite action has been taken by Buyer in connection with Buyer's execution of this Agreement and the instruments to be executed by Buyer pursuant to this Agreement, and the consummation of the transactions contemplated hereby.

c. The individuals executing this Agreement and the instruments to be executed by Buyer pursuant to this Agreement on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions of this Agreement and such instruments.

d. Buyer acknowledges that any and all responsibilities with respect to entitlements affecting or concerning the Property shall be that of Buyer, and Seller shall have no responsibilities with respect thereto.

e. To Buyer's actual knowledge, Buyer is not included on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and does not reside in, and is not organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns, or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

f. Buyer has conducted such inspections and investigations of the quantity, quality and condition of the Property and the suitability of the Property for Buyer's intended uses and other feasibility and due diligence matters as Buyer has deemed appropriate and Buyer hereby accepts the

Property in its present “AS-IS, WHERE-IS” condition and with all faults, and without representations and warranties of any kind, express or implied, or arising by operation of law.

g. Buyer intends to utilize the Property exclusively for the operation of a water well thereon.

7. **Title Insurance.** It shall be a condition to the Close of Escrow for Buyer’s benefit that the Title Company shall have unconditionally committed to issue to Buyer an ALTA standard coverage owner’s policy of title insurance (the “***Title Policy***”) in the amount of the Purchase Price, showing fee simple title to the Property to be vested in Buyer free and clear of all liens and encumbrances other than those set forth in the Preliminary Report, excepting the Deed of Trust. Buyer shall pay the premium for the issuance of the Title Policy. Buyer, at Buyer’s sole option so long as the Close of Escrow is not thereby delayed, may elect to obtain an ALTA extended coverage Title Policy, provided Buyer has, as of the Effective Date, prepared an ALTA survey satisfactory to the Title Company. The costs of such ALTA extended coverage Title Policy shall be borne exclusively by Buyer.

8. **Conditions to Close of Escrow.**

a. Buyer’s obligation to purchase the Property and close Escrow is subject to and conditioned upon the satisfaction of, or Buyer’s written waiver of, the following conditions on or before the Close of Escrow:

i. the Title Company shall be committed to issue the Title Policy for the Property to Buyer in accordance with the requirements of Section 8 above;

ii. the representations and warranties of Seller shall be true and correct on the Closing Date, and Seller shall not be (or deemed to be) in material breach of any representation or warranty given by Seller under Section 6 above;

iii. Seller shall not otherwise be in default in the performance of any of its material obligations under this Agreement; and

iv. Seller shall have timely executed and delivered to Escrow Holder the instruments and documents described in Section 10(a) below;

b. Seller’s obligation to sell the Property and close the Escrow is subject to and conditioned upon the satisfaction of Seller’s written waiver of, the following conditions on or before the Close of Escrow:

i. The representations and warranties of Buyer shall be true and correct on the Closing Date, and Buyer shall not be in material breach of any representation or warranty given by Buyer under Section 7 above;

ii. Buyer shall have timely executed and delivered to Escrow Holder all items described in Section 10(b) below;

iii. Buyer shall have deposited into the Escrow all funds required to pay the Purchase Price, the all title and escrow costs and Buyer’s share of pro-rations; and

iv. Buyer shall not be in breach of any other material obligation of Buyer under this Agreement.

9. Deliveries to Escrow Holder.

a. Seller shall deliver or cause to be delivered to Escrow Holder by 5:00 p.m. on the last business day before the date of the Close of Escrow the following instruments and documents:

i. the Grant Deed, in recordable form, duly executed by Seller and acknowledged;

ii. a Certification of Non-Foreign Status (the "***Certification***"), substantially in the form attached hereto as **Exhibit "D"**, and a California Form 593-C or -W;

iii. any other executed or other documents reasonably required by the Title Company to consummate this transaction, including without limitation a commercially reasonable owner's affidavit with respect to the existence and such corporate, partnership and/or limited liability company certificates and resolutions as Buyer or the Title Company may reasonably request to confirm Seller's authority to consummate the transactions contemplated hereby; and

iv. any other instruments and documents which Seller is obligated to execute and deliver into the Escrow under this Agreement.

b. Buyer shall deliver or cause to be delivered to Escrow Holder by 5:00 p.m. on the last business day before the Close of Escrow the following:

i. all sums that Buyer is required to deliver to Escrow Holder pursuant to **Section 3(c)** to close the Escrow; and

ii. any other instruments and documents which Buyer is obligated to execute and deliver into the Escrow under this Agreement.

10. Termination. Whenever (i) a Party has the right to terminate this Agreement pursuant to an express provision of this Agreement, and notifies the other Party, in writing, of its election to terminate the Agreement, or (ii) this Agreement automatically terminates pursuant to an express provision of this Agreement, then:

a. This Agreement, the Escrow and the rights and obligations of Buyer and Seller under this Agreement shall terminate, and neither Party shall have any further obligation to the other, except as otherwise expressly provided in this Agreement;

b. If Seller is not in breach of this Agreement, Buyer shall be responsible to pay any cancellation charges payable to Escrow Holder and the Title Company; otherwise, if Seller is the breaching Party, it shall be responsible for such cancellation charges;

c. Escrow Holder shall promptly return to Seller and Buyer all documents deposited by them into the Escrow, respectively;

d. If Buyer is entitled to the return of the Deposit (*i.e.*, Buyer terminates this transaction due to a material breach by Seller of this Agreement, or the failure of a condition precedent to Buyer's obligation to purchase the Property as specified in **Section 9(a)** above), then Escrow Holder shall return the Deposit to Buyer (less any escrow cancellation charges, if applicable); and

e. If Buyer is not entitled to the return of the Deposit, Escrow Holder shall immediately release the Deposit to Seller and Seller shall be entitled to retain the Deposit as liquidated damages.

11. Costs and Expenses. Because the Purchase Price payable to Seller herein is intended by the Parties to be the net of all costs and expenses, Buyer shall pay all costs of this transaction including, without limitation, the premium for the Title Policy, the escrow fees of Escrow Holder, including Escrow Holder's customary charges to buyers and sellers for document drafting, recording and miscellaneous charges, and documentary transfer taxes payable with the recordation of the Grant Deed. Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants incurred in connection with this transaction. The provisions of this Section 12 shall survive the Close of Escrow or a termination of this Agreement.

12. Pro-rations and Credits. Real property taxes and assessments with respect to the Property based upon the latest available tax information shall be pro-rated such that Seller shall be responsible for all such taxes and assessments levied against the Property to and including the day prior to the Close of Escrow and Buyer shall be responsible for all such taxes and assessments levied against the Property from and after the date of the Close of Escrow.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

- a. Escrow Holder shall cause the Grant Deed to be recorded in the Official Records, together with any other documents that the Parties hereto may mutually direct.
- b. Escrow Holder shall hold and/or disburse all funds deposited with Escrow Holder by Buyer as follows:
 - i. Disburse the Purchase Price, net of any costs or expenses, to Seller;
 - ii. Charge (and disburse) all items chargeable to the account of Buyer pursuant hereto; and
 - iii. Refund to Buyer any excess funds deposited by Buyer.
- c. Escrow Holder shall direct the Title Company to issue the Title Policy to Buyer.
- d. Escrow Holder shall deliver to Buyer and Seller originals of the executed counterparts of the documents and instruments deposited by the Parties pursuant to Section 10 hereof, and copies of all recorded documents.
- e. Escrow Holder shall deliver to Seller duplicate originals or copies (as the case may be) of all documents delivered to Buyer.
- f. Escrow Holder shall provide Buyer and Seller with a closing statement covering the sale of the Property to Buyer.

14. Default; Waiver of Lis Pendens.

a. IF THE TRANSACTION CONTEMPLATED HEREIN DOES NOT CLOSE BY REASON OF SELLER'S DEFAULT UNDER THIS AGREEMENT THEN, AS BUYER'S EXCLUSIVE

REMEDY, THE DEPOSIT SHALL BE RETURNED TO BUYER AND NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER EXCEPT WITH RESPECT TO THOSE PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IF THE TRANSACTION CONTEMPLATED HEREUNDER SHALL FAIL TO CLOSE SOLELY BY REASON OF SELLER'S MATERIAL DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT (AS DISTINGUISHED FROM THE FAILURE OF A CONDITION TO CLOSING), AND SUCH DEFAULT IS NOT CURED WITHIN FIVE (5) DAYS AFTER RECEIPT BY SELLER OF WRITTEN NOTICE THEREOF FROM BUYER, THEN BUYER SHALL HAVE AS ITS EXCLUSIVE REMEDY THE RIGHT TO EITHER (i) TERMINATE THIS AGREEMENT (IN WHICH EVENT THE DEPOSIT SHALL BE RETURNED TO BUYER AND THE TERMINATION PROVISIONS OF SECTION 11 ABOVE SHALL APPLY), BUYER HEREBY WAIVING ANY OTHER RIGHT OR CLAIM TO DAMAGES FOR SELLER'S BREACH, OR (ii) SPECIFICALLY ENFORCE THIS AGREEMENT (BUT NO OTHER ACTION, FOR DAMAGES OR OTHERWISE, SHALL BE PERMITTED); PROVIDED THAT ANY ACTION BY BUYER FOR SPECIFIC PERFORMANCE MUST BE COMMENCED, IF AT ALL, WITHIN FIFTEEN (15) DAYS OF SELLER'S DEFAULT, WITH THE FAILURE OF SUCH COMMENCEMENT CONSTITUTING A WAIVER BY BUYER OF SUCH RIGHT AND REMEDY. IF BUYER SHALL NOT HAVE COMMENCED AN ACTION FOR SPECIFIC PERFORMANCE WITHIN THE AFOREMENTIONED TIME PERIOD OR SO NOTIFIED SELLER OF ITS ELECTION TO TERMINATE THIS AGREEMENT, BUYER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH CLAUSE (i) ABOVE.

AT NO TIME SHALL BUYER HAVE A RIGHT (AND BUYER HEREBY WAIVES ANY SUCH RIGHT IF IT EXISTS) TO RECORD ANY INSTRUMENT OR DOCUMENT AGAINST THE PROPERTY, INCLUDING, WITHOUT LIMITATION, A LIS PENDENS. IN THE EVENT BUYER SHALL FILE A NOTICE OF LIS PENDENS OR OTHER INSTRUMENT OR DOCUMENT AGAINST THE PROPERTY IN VIOLATION OF THIS AGREEMENT, BUYER HEREBY AUTHORIZES SELLER TO BRING AN ACTION TO EXPUNGE SUCH LIS PENDENS OR DOCUMENT, AND AGREES THAT BUYER SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS OR FEES RELATED TO THE LIS PENDENS OR ACTION TO EXPUNGE, INCLUDING ENFORCEMENT COSTS SUCH AS REASONABLE ATTORNEYS' FEES.

BUYER'S INITIALS

c. BUYER'S DEFAULT. FOLLOWING BUYER'S ELECTION TO PROCEED AT THE END OF THE DUE DILIGENCE PERIOD, IN THE EVENT THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT DOES NOT CLOSE DUE TO THE DEFAULT OF BUYER, THEN SELLER'S RETENTION OF THE DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FOR SUCH DEFAULT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT SELLER'S RIGHTS OR DAMAGES UNDER ANY INDEMNITIES GIVEN BY BUYER TO SELLER UNDER THIS AGREEMENT. SELLER AND BUYER HAVE DISCUSSED THE POSSIBLE CONSEQUENCES TO SELLER IN THE EVENT THAT THE ESCROW FAILS TO CLOSE AS A RESULT OF BUYER'S DEFAULT. SELLER AND BUYER HAVE DETERMINED AND HEREBY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES, HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL COMPENSATORY DAMAGES SELLER WOULD SUFFER IN THE EVENT OF BUYER'S NONPERFORMANCE OF

ANY OBLIGATION HEREUNDER, HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS AN AMOUNT EQUAL TO THE DEPOSIT, AND IN THE EVENT THIS TRANSACTION FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE ENTIRE DEPOSIT AS FULLY AGREED LIQUIDATED DAMAGES. SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON ANY SUCH BREACH OR DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS TO EACH OTHER HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES, AND EXCEPT AS EXPRESSLY PROVIDED ABOVE. THE PARTIES AGREE THAT, UNDER THE CIRCUMSTANCES OF THIS TRANSACTION AND THE MARKETPLACE AT THE TIME HEREOF, THIS LIQUIDATED DAMAGES PROVISION IS REASONABLE AND IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTION 1671.

SELLER'S INITIALS

BUYER'S INITIALS

d. Cure. Neither Seller nor Buyer shall be deemed to be in default hereunder unless the non-defaulting Party shall provide a written notice of any alleged default and the defaulting Party shall fail to cure such default within five (5) days of the delivery of such notice; provided, however, nothing set forth herein shall be deemed to grant any additional time or cure period to Buyer with respect to its obligations under either Sections 3(a), 3(c) or 10(b) hereof.

15. Condemnation Prior to Close of Escrow. If Seller becomes aware of any condemnation proceeding affecting the Property commenced prior to the Close of Escrow, Seller shall promptly notify Buyer of such condemnation proceeding. If any such proceeding relates to or may result in the loss of any portion of the Property, at Buyer's election, either (i) this Agreement shall continue in effect, without delay or abatement of the Purchase Price, and Buyer shall be entitled to any compensation, awards or other payments or relief resulting from such condemnation proceeding to the extent applicable to the Property, or (ii) Buyer may terminate this Agreement within ten (10) days after Buyer's receipt of notice of such condemnation, in which event Buyer shall be entitled to the return of the Deposit, minus the Independent Consideration, and the termination provisions of Section 11 above shall apply. Buyer's failure to provide such notification shall be deemed Buyer's election to terminate pursuant to clause (ii) above. The provisions of this Section 16 shall survive the Close of Escrow.

16. Real Estate Commission; Licensee Status. Seller's affiliate, Lewis Management Corp. ("LMC"), is licensed by the California Bureau of Real Estate ("CA BRE") under CA BRE Broker Lic. #01994759. Neither LMC nor Robert Martin (CA BRE Broker Lic. # 00963777) claims any commission or finder's fee in connection with this transaction. Buyer and Seller both represent to each other that they did not use the services of any other real estate broker or person that may claim a commission or finder's fee with respect to this transaction. Each Party agrees to indemnify, defend, and hold the other harmless from any liability arising out of actions of the indemnifying Party that may be made against the other by any person, firm, or corporation for the payment of a commission or finder's fee in connection with this transaction.

17. Assignment. Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller, which consent, except as provided below, may be withheld by Seller in its sole and absolute discretion, and which may be conditioned upon such terms and conditions as Seller may require in its sole and absolute discretion. Notwithstanding and without limiting the foregoing, no consent given by Seller to any transfer or assignment of Buyer's rights or obligations hereunder shall be deemed to release Buyer from any obligations hereunder by reason of such consent or transfer nor does such consent constitute a consent to any other transfer or assignment of Buyer's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable.

18. Notices: No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Federal Express), delivered by mail, sent by registered or certified mail, return receipt requested, or sent via electronic mail (email), as follows:

If to Seller, to: Attn: Mr. Bryan Goodman
and Mr. Tim McGinnis
Fontana 37, LLC
1156 N Mountain Avenue
Upland, CA 91786
P. O. Box 670
Upland, CA 91785-0670
Email: bryan.goodman@lewismc.com
and tim.mcginnis@lewismc.com

With copy to: Attn: Jay Dupre, Esq.
Lewis Management Corp.
1156 N Mountain Avenue
Upland, CA 91786
P. O. Box 670
Upland, CA 91785-0670
Email: jj.dupre@lewismc.com

And to: Attn: Joseph M. Manisco, Esq.
Green Steel and Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Email: jmanisco@gsaattorneys.com

If to Buyer, to: Attn: _____
West Valley Water District
855 West Base Line Road,
Rialto, CA
Email: _____

If to Escrow, to: Attn: _____

Email: _____

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the State to which the notice is addressed or on the third day following deposit in any such post office box other than in the State to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via electronic mail (email) shall be deemed delivered the same business day transmitted. The addresses, addressees, and email addresses for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and email address stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Delivery of a copy of a notice as set forth above is as an accommodation only and is not required to effectuate notice hereunder.

19. Required Actions of Buyer and Seller. Buyer and Seller shall execute all instruments and documents and take all other actions that may be reasonably required in order to consummate the purchase and sale contemplated herein, and shall use commercially reasonable efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

20. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Waivers. No failure or delay of either Party in the exercise of any right or remedy given to such Party hereunder or the waiver by any Party of any condition hereunder for its benefit (unless the time specified in this Agreement for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either Party of any breach hereunder or failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

22. Attorney’s Fees. In the event of the bringing of any action or suit by either Party against the other by reason of any breach of any of the covenants, representations or warranties of the other Party under this Agreement, in addition to any damages or remedies to which the prevailing Party shall be entitled, the prevailing Party shall also have and recover from the other Party all costs and expenses of the action or suit, including, without limitation, actual attorneys’ fees and other professional fees resulting therefrom.

23. Entire Agreement; Amendment. This Agreement (including all exhibits and schedules attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, or supplemented, nor may any obligation hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

24. **Time of the Essence.** Time is of the essence with respect to each and every provision of this Agreement.

25. **Construction of Agreement.** Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to sections and subsections are to sections and subsections in this Agreement. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference.

26. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any other person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any Party to this Agreement. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted electronically in portable document format (.pdf), by DocuSign (or any similar technology), by transmitted image file or such other comparable electronic format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered in hand, regardless of whether each such signature is signed or transmitted by the same or a different method or technology.

28. **Effectiveness.** In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each Party hereto. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby. The preparation and/or circulation of a draft of this Agreement are not intended by either of the Parties to constitute a binding agreement between them for the purchase or sale of the Property. The final form of this Agreement may or may not contain terms stated in any drafts of this Agreement, and/or may contain different terms and conditions not yet identified or discussed. Neither Party may rely on any drafts of this Agreement as binding on either Party in any way. The Parties expressly agree that neither Party is bound to engage in negotiations, or, once engaged, to continue such negotiations, each Party reserving the right to terminate negotiations at any time and for any reason. Efforts by either Party to perform due diligence, arrange or obtain financing, or carry out other acts in contemplation of the possible purchase and sale of the Property shall not be deemed evidence of any intent by either Party to be bound by any letter of interest or similar document, or unexecuted and undelivered drafts of this Agreement. The performance by either Party before the mutual execution and delivery of the final, mutually agreed upon form of this Agreement of any of the rights or obligations that may be included in drafts of this Agreement shall not be considered evidence of subsequent intent by either Party to be bound by any letter of interest or drafts of this Agreement. In the event Buyer or Seller alleges that any unexecuted draft of this Agreement constitutes a binding agreement for the purchase or sale of the Property, or grants an interest in or claim to the Property, the alleging Party shall be liable for the legal fees and costs incurred as a result thereof.

29. Survival of Obligations. All of Buyer's and Seller's representations and warranties in this Agreement shall survive the Close of Escrow for a period of six (6) months. All other obligations of Seller or Buyer not expressly stated to survive the Close of Escrow or not stated in the exhibit documents to be delivered upon the Close of Escrow shall be deemed discharged upon the Close of Escrow and the recordation of the Grant Deed.

30. Limitations on Liability.

a. Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that the maximum amount of liability that Seller shall have under any circumstance for any and all surviving obligations under this Agreement (including, without limitation, any obligation arising out of any representation or warranty made by Seller in this Agreement and any liability under any instrument or document delivered by Seller at or in connection with the Close of Escrow) shall not exceed Fifteen Thousand Dollars (\$15,000.00) in the aggregate, and (y) Buyer shall in no event be entitled to seek punitive damages on account of any such surviving obligation of Seller under this Agreement or other Seller obligation arising out of an instrument or document delivered by Seller at or in connection with the Close of Escrow.

b. Except to the extent Seller is rendered insolvent as a result of distributions to its members, no shareholder, officer, employee or agent of Seller or any Seller's Related Parties shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's interest in the Property (or, with respect to Claims for the return of the Deposit only, the Property or any other assets of Seller), for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. No shareholder, officer, employee or agent (other than a general partner) of Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

This Section 31 shall survive the Close of Escrow or a termination of this Agreement.

31. Governing Law. The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

32. Computation of Time Periods; Pacific Time. If the date upon which the Closing Date or any other date for performance or time period for performance provided for in this Agreement is or ends on a Saturday, Sunday or Federal, State of California legal holiday, then such date shall automatically be extended until the next day which is not a Saturday, Sunday or Federal or State of California legal holiday. The term "***business days***" when used in this Agreement is defined as days falling other than on a Saturday, Sunday or federal or State of California holiday. "***Pacific Time***" under this Agreement is defined as either Pacific Standard Time or Pacific Daylight Time, whichever may be applicable on the applicable date.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER: **FONTANA 37, LLC,**
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

ESCROW HOLDER ACCEPTANCE

ESCROW HOLDER APPROVES THE ESCROW PROVISIONS AND SPECIFIC INSTRUCTIONS TO ESCROW HOLDER SET FORTH IN THE FOREGOING AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

_____ TITLE INSURANCE COMPANY

By: _____,
_____, Escrow Officer

Date: _____, 2021

LIST OF EXHIBITS

- Exhibit "A" Description of the Property
- Exhibit "B" Grant Deed
- Exhibit "C" Preliminary Report
- Exhibit "D" Federal Certificate of Withholding

EXHIBIT "A"Legal Description of the Property

That certain real property situated in the State of California, City of Fontana, County of San Bernardino, State of California, and more particularly described as follows:

EXHIBIT "B"

Form of Grant Deed

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
THIS GRANT DEED AND ALL
TAX STATEMENTS TO:

FREE RECORDING
This instrument is for the benefit of the West
Valley Water District and is entitled to be
recorded without fee (Gov. Code, § 27383).

(Space Above For Recorder's Use)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, FONTANA 37, LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to the WEST VALLEY WATER DISTRICT, a public agency of the State of California ("**Grantee**"), all that certain real property situated in the City of Fontana, County of San Bernardino, State of California described on Exhibit "1" attached hereto and incorporated herein by reference, together with any and all improvements, easements, privileges and rights appurtenant thereto (collectively, the "**Property**").

This conveyance is made subject to (a) all non-delinquent real property taxes, (b) all non-delinquent special assessments, if any, (c) all matters of record, (d) all matters that would be revealed by an accurate survey of the Property, as of the date hereof and (e) the right of first refusal in favor of Grantor attached hereto as Exhibit "2".

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 2021.

GRANTOR:

FONTANA 37, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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 SAN BERNARDINO

On _____, 2021, before me, _____, Notary Public,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "1"**Legal Description of the Property**

That certain real property situated in the State of California, City of Fontana, County of San Bernardino, State of California, and more particularly described as follows:

EXHIBIT “2”

Right of First Refusal

As a covenant that shall run with the Property for a period of ten (10) years from the date of the recordation of this Grant Deed, Grantor shall have a right of first refusal to purchase any interest in the Property that Grantee proposes to sell (“**Proposed Transfer Interest**”) on the terms set forth herein (“**Refusal Right**”). Any proposed sale, transfer, or other conveyance of the Proposed Transfer Interest by Grantee (“**Proposed Transfer**”) shall not be made without Grantee first giving Grantor the “Proposed Transfer Notice” (defined below) and complying with the other applicable provisions herein.

1. Proposed Transfer Notice. If Grantee intends to make a Proposed Transfer, Grantee shall give Grantor written notice of the Proposed Transfer (“**Proposed Transfer Notice**”) and Grantor and Grantee shall, for a period, not to exceed thirty (30) days (“**Negotiation Period**”) endeavor to agree, in the sole and absolute discretion of each, upon the terms and provisions of Grantor’s acquisition of the Proposed Transfer Interest. In the event that Grantor and Grantee fail to come to agreement with respect to Grantor’s acquisition of the Proposed Transfer Interest within the Negotiation Period, Grantee shall, should it still desire to sell the Proposed Transfer Interest, use its best efforts to solicit in good faith third party arm’s-length offers (each an “**Offer**” and collectively, the “**Offers**”) for a period of sixty (60) days (“**Offering Period**”), for the cash purchase of the Proposed Transfer Interest. At the expiration of such Offering Period, Grantee shall forward true and correct copies of all Offers received by Grantee to Grantor along with written certification that the purchase price, terms and conditions referred to in the Offers have been arrived at through a good faith arm’s-length solicitation. The highest and lowest purchase prices of such Offers shall be disregarded and the purchase prices of the remaining Offers shall be averaged, with the average purchase price being referred to as the “**ROFR Purchase Price**”. In the event that notwithstanding its best efforts, only two (2) Offers are received by Grantee, the ROFR Purchase Price shall be the average of the two (2) Offers.

2. Grantor’s Notice of Purchase. If, within fifteen (15) business days after receipt of the Offers and Grantee’s written certification of good faith arm’s-length negotiations (“**Election Period**”), Grantor elects to purchase the Proposed Transfer Interest for the ROFR Purchase Price by giving written notice to Grantee (“**Purchase Notice**”), Grantee and Grantor shall enter into a written agreement for the sale and conveyance of the Proposed Transfer Interest to Grantor which (i) provides for the ROFR Purchase Price as the purchase price of the Proposed Transfer Interest, (ii) includes reasonable representations and warranties as to the physical condition of and title to the Proposed Transfer Interest, (iii) provides for a feasibility and title review period of not less than thirty (30) days and a closing date of not less than sixty (60) days from the effective date of such agreement, (iv) provides for the conveyance of title to the Proposed Transfer Interest to Grantor pursuant to the provisions of the Grant Deed to which this Right of First Refusal is attached (without being subject to this Right of First Refusal), subject only to real property taxes and assessments for the then-current fiscal year and covenants, conditions, restrictions, reservations, easements and rights of record, as agreed to by Grantor and Grantee during the aforementioned title review period, and (v) includes such other terms and provisions as are reasonable and customary for the sale of interests in real property such as the Proposed Transfer Interest. If Grantor does not timely deliver its Purchase Notice, or if Grantor delivers to the Grantee written notification that it is electing not to exercise such Refusal Right, then the Grantee may complete the sale to any person or entity who has submitted an Offer free of Grantor’s Refusal Right, but only on the same terms and conditions of such Offer, and only for the Proposed Transfer Interest and not more or less than the Proposed Transfer Interest.

3. Failure of Grantee to Complete Third-Party Sale. If the Grantee: (a) does not complete the sale of the Proposed Transfer Interest to the third-party whose Offer it elects to accept within one hundred eighty (180) days (“**Closing Period**”) after the expiration of the Election Period; or (b) intends to undertake the

Proposed Transfer on terms and conditions which are changed or modified from those in Offer it has accepted, then such Proposed Transfer shall be treated as new Proposed Transfer to which the above provisions of this Section and Grantor's Refusal Right shall once again apply.

4. Termination of Refusal Right. The Refusal Right shall terminate with respect to any particular Proposed Transfer and Proposed Transfer Interest if and only if Grantor does not exercise the Refusal Right within the Election Period and the Grantee thereafter completes the Proposed Transfer on the terms and conditions set forth in the Offer accepted by Grantee within the Closing Period. The Refusal Right shall remain in effect as to any interests in the Property not included in the Proposed Transfer Interest if any. Notwithstanding the foregoing, unless previously exercised, the Refusal Right in any event shall terminate and be of no further force or effect on the date ten (10) years after the date of the recordation of this Grant Deed.

5. Recordation of Termination Documents. In the event of the termination of the Refusal Right, Grantor shall execute and deliver to Grantee for recordation in the Official Records of the County of San Bernardino a quitclaim deed wherein all of Grantee's rights, title and interests in the Property are quitclaimed to Grantee.

EXHIBIT "C"

Preliminary Report

[Attached]

EXHIBIT "D"

Certification of Non-Foreign Status

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

FONTANA 37, LLC, a Delaware limited liability company, as **"Transferor,"** hereby certifies to **WEST VALLEY WATER DISTRICT**, a public agency of the State of California, as **"Transferee,"** that withholding of tax is not required upon the transfer of a U.S. real property interest by Transferor to Transferee.

- a. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- b. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
- c. Transferor's U.S. employer identification/social security number is _____; and
- d. Transferor's office/residence address is:

Attn: Mr. Bryan Goodman
 Fontana 37, LLC
 1156 N. Mountain Avenue
 Upland, CA 91786

2. **General Provisions.** Transferor understands that any transferee of its interest in real property is relying on this Certification in determining whether withholding is required upon said transfer.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both. Transferor hereby agrees to protect, indemnify, defend and hold Transferee harmless from and against any and all obligations, liabilities, claims, losses, actions, causes of action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever (including, without limitation, actual attorneys' fees and court costs), incurred by Transferee as a result of (a) Transferor's failure to pay U.S. Federal income tax which it is required to pay under applicable U.S. law; or (b) any false or misleading statement contained herein.

Under penalty of perjury the undersigned declares that he has examined this Certification and, to the best of his knowledge and belief, it is true, correct and complete, and the undersigned further declares that he has authority to sign this document on behalf of Transferor.

Date: _____, 2021"

"Transferor"

FONTANA 37, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

RESOLUTION NO. 2021-12
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST VALLEY WATER DISTRICT
ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT
BUDGET FOR 2021-2022

WHEREAS, West Valley Water District is a public agency of the State of California, established under Division 12 of the Water Code of the State of California; and

WHEREAS, it has been the practice of West Valley Water District to adopt a budget for each fiscal year to serve as the annual financial plan; and

WHEREAS, it is the task of the General Manager to submit a budget for adoption by the Board of Directors:

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the West Valley Water District does hereby resolve, determine and order as follows:

- Section 1** The Board of Directors desires to have a budget review process, which provides for Board of Directors participation and includes executive staff member comments in the development of the budget.
- Section 2** The Board of Directors desires to adopt a budget for each fiscal year that provides for adequate maintenance of infrastructure and orderly replacement of equipment.
- Section 3** The Board of Directors desires to adopt a budget where revenues are sufficient to meet expenses.
- Section 4** The Board of Directors hereby authorized the General Manager to present a budget to the Board of Directors for adoption prior to the beginning of each fiscal year.
- Section 5** The Board of Directors authorizes the General Manager, if the revenue of the proposed budget is not sufficient to meet expenses, to propose alternatives to balance the budget, including use of reserves or other methods, with Board approval.
- Section 6** The Board of Directors hereby establishes that additional funds may be considered for use during the fiscal year as needs arise with approval of the Board of Directors.
- Section 7** The Board of Directors hereby establishes that quarterly financial reports will be prepared by the Chief Financial Administration and Officer comparing actual revenues and expenses to budget amounts.

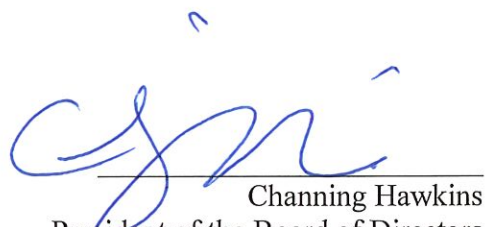
Section 8

The Board of Directors of the West Valley Water District does hereby adopt the Operations and Capital Improvement Budget for 2021-2022.

BE IT FURTHER RESOLVED that said Resolution shall be effective July 1, 2021.

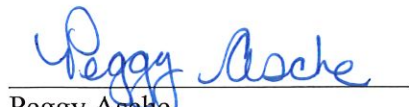
ADOPTED, SIGNED, AND APPROVED THIS 3rd DAY OF JUNE 2021.

AYES:	DIRECTORS:	Michael Taylor, Clifford Young, Kyle Crowther, Channing Hawkins
NOES:	DIRECTORS:	Greg Young
ABSENT:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None



Channing Hawkins
President of the Board of Directors
West Valley Water District

ATTEST:



Peggy Asche
Board Secretary



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: CONSIDER LAND PURCHASE AGREEMENT FOR THE PURCHASE OF ZONE 8 PROPERTY

BACKGROUND:

West Valley Water District (“District”) was contacted by the attorney representing the Nealey Mutual Water Company (“NMWC”) and its President Mr. Steven Mills informing the District of their client’s intent to sell the property adjacent to the District’s Zone 8 reservoir site. The 6.25 acre, vacant property to be purchased (APN 0239-041-23) is located west of Lytle Creek Road, due north of the District’s reservoir site and contains the access road to the reservoirs on the hilltop. The attorney representing the NMWC contacted the District to give the District the first opportunity to present an offer to purchase before they looked at other potential buyers.

The District is proposing to construct an above ground reservoir (Reservoir 8-3) and improvements to the construction access road. The proposed reservoir would supply water to existing and anticipated development in the Lytle Creek area. In order to facilitate construction of the reservoir, improvements to the site’s access road will be required and it would be advantageous for the District to own this property to facilitate those improvements. In order to determine the market value of the property an appraisal was performed to provide the District information related to the evaluation of the land for possible purchase. The owner has agreed to sell the property to the District for the appraised price of \$137,500 plus closing costs.

DISCUSSION:

Mr. Steven Mills, President of the NMWC owns land adjacent to the property to be purchased. He is proposing to sell the NMWC owned property without a dedicated easement to the District through his personal property. However, staff does not believe the property to be purchased (APN 0239-041-23) will be landlocked even without a dedicated easement to the District. Mr. Mills is agreeing to allow the District to continue to use the road across his personal property to the NMWC property to be purchased as he has agreed to do over many years before the purchase of the land by the District. Staff does not believe this will change once the purchase is complete. The District is negotiating with other property owners to acquire an easement to the land for ingress and egress. The District will attempt to negotiate an acceptable easement with Mr. Mills after the purchase is made. Even if no dedicated easement to the District is able to be negotiated with Mr. Mills, the property will not be landlocked. Attached, as **Exhibit A** is the Land Purchase Agreement.

FISCAL IMPACT:

The cost to purchase the 6.25 acre site (APN 023-041-23) is \$137,500. This item was included in the fiscal year 2020/2021 budget under W19008 – Zone 8 Reservoir 8-3.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

LJ:pa

ATTACHMENT(S):

1. Exhibit A - Land Purchase Agreement.Nealey.WVWD - Zone 8

EXHIBIT A

LAND PURCHASE AGREEMENT

This Land Purchase Agreement (“Agreement”) is dated and entered into this _____ day of _____ 2021 and is by and between Nealey Mutual Water Company., a California corporation (“Corporation” or “Seller”), and West Valley Water District, a municipal water district duly organized under the laws of the State of California (“Buyer”). The foregoing identified persons or entities are sometimes referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. Seller is the owner of approximately 6.25 acres of vacant land located west of Lytle Creek Road, in the unincorporated community of Lytle Creek, California, APN 0239-041-23-0-000 (“Land”).
- B. Seller desired to sell the Land to Buyer and Buyer made a cash offer to purchase the Land from Seller, which was accepted by Seller.
- C. The Parties now desire to memorialize the purchase and sale of the Land on the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of the respective mutual promises, representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purchase of Land. At the Closing (as defined in Paragraph 3 herein), Seller does hereby grant, sell, transfer, assign, and deliver the Land to Buyer, and Buyer does hereby purchase and acquire the Land from Seller, which such sale and transfer to be evidenced by the Grant Deed substantially in the form attached hereto as Exhibit “A” (“Grant Deed”).

2. Purchase Price; Payment. The purchase price to be paid for the Land shall be the sum of One Hundred Thirty Seven Thousand Five Hundred Dollars (\$137,500.00) (“Purchase Price”). No later than five (5) business days before the “Closing Date” (as defined in Paragraph 3. below) Buyer shall deposit the Purchase Price in immediately available funds into Escrow.

3. Escrow; Closing.

3.1 No later than one (1) business day after the execution of this Agreement by the Parties, Buyer and Seller shall open an escrow (“Escrow”) with Inland Empire Escrow East-Hospitality Office located at 325 W. Hospitality Lane, Suite 101, San Bernardino, California 92408 (“Escrow Holder”), and shall deliver a fully executed copy of this Agreement to Escrow Holder. The deposit with Escrow Holder of a fully executed copy of this Agreement shall constitute the opening of Escrow and authorization for Escrow Holder to act in accordance with the terms of this Agreement.

3.2 Escrow Holder’s standard provisions shall become a part hereof, provided, however, that if there is any conflict or inconsistency between such standard provisions and this Agreement, then this Agreement shall control.

3.3 A preliminary title report shall be obtained from Stewart Title (“Title Company”) for the Land.

3.4 All costs and charges related to the Closing shall paid by Buyer.

3.5 Adjustments shall be made with respect to accrued and unpaid taxes, levies, and assessments with respect to the Land, with Seller being responsible for all days prior to the Closing Date and Buyer responsible for all days after the Closing Date.

3.6 The close of Escrow (“Closing”) shall occur within thirty (30) days of opening of Escrow, or such date as may be agreed upon by the Parties (“Closing Date”).

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that unless otherwise provided, at the date of execution of this Agreement and at and as of the Closing Date:

4.1 Corporate Organization. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the California.

4.2 Due Authorization. The Corporation has full right, power and authority to enter into this Agreement and any instruments and agreements contemplated herein required to be executed and delivered by it pursuant to this Agreement, and to incur and perform the obligations of Seller provided for herein, all of which have been duly authorized by all proper and necessary corporate action.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that unless otherwise provided, at the date of execution of this Agreement and at and as of the Closing Date:

5.1 Organization. Buyer is a public agency of the State of California, duly organized, validly existing and in good standing under the laws of the State of California.

5.2 Due Authorization. Buyer has the power and authority to enter into this Agreement and to incur and perform the obligations of Buyer provided for herein, all of which have been duly authorized by all proper and necessary approvals and actions.

6. Buyer's Independent Investigation. Except as provided in Paragraph 4. of this Agreement, Seller makes no representation or warranty respecting the Land, or any portion thereof, or otherwise in connection with the transaction contemplated herein. Without limiting the generality of the foregoing, Buyer hereby acknowledges and agrees that Buyer will be purchasing the Land "AS-IS" with all faults, without representation, warranty or guarantee of any kind, either express or implied, including without limitation, any warranty of condition, merchantability,

habitability or fitness for a particular use or purpose or the value, accuracy of information, marketability, prospects for future development, use or occupancy, except as provided in Paragraph 4 above, and more specifically that: (i) Seller makes no representation or warranty with respect to the zoning or permitted use of any portion of the Land; (ii) prior to the Close of Escrow, Buyer will be fully satisfied that the Purchase Price is fair and adequate consideration for the Land.

7. Buyer's Conditions to Closing. The obligation of Buyer to acquire the Land and to perform the other covenants and obligations to perform by it on the Closing Date shall be subject to the following conditions:

7.1 On or before the Closing Date, Seller shall have performed all of Seller's obligations to be performed by it under this Agreement.

7.2 The Title Company shall have issued a title policy for the Land as of the Closing Date.

8. Seller's Conditions to Closing. The obligation of Seller to sell the Land and to perform the other covenants and obligations to perform by it on the Closing Date shall be subject to the following conditions:

8.1 On or before the Closing Date, Buyer shall have performed all of Buyer's obligations to be performed by it under this Agreement.

8.2 Buyer shall have delivered to Escrow Holder the full amount of the Purchase Price, together with any and all other sums that are to be paid by Buyer as identified on the Escrow settlement statement.

9. Commissions. Seller and Buyer represent and warrant to one another that no broker, salesman or finder has been engaged by them in connection with the transaction set forth in this Agreement.

10. Entire Agreement; Amendment. This Agreement constitutes the entire agreement

between the Parties. This Agreement may not be amended except by an instrument in writing signed on behalf of all of the Parties.

11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

12. Expenses. Seller and Buyer shall each pay their own attorney fees related to preparing and carrying out the terms of this Agreement.

13. Further Assurances. Each Party agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

14. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be deemed to have been duly given on the dated delivered by hand or courier service (such as Federal Express), or by other messenger (or, if delivery is refused, upon presentment), or upon delivery by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the following addresses:

if to Seller: Nealey Mutual Water Company
 3210 Lytle Creek Road
 Lytle Creek, CA 92358
 Attn: Steve Mills, President

with copy to: Kimberly A. Rohn, Esq.
 PO Box 30162
 San Bernardino, CA 92413

if to Buyer: West Valley Water District
 855 W. Base Line Road
 Rialto, CA 92376
 Attn: President

with copy to: Robert N. Tafoya, Esq.
Tafoya Law Group
316 W. 2n Street, Suite 1000
Los Angeles, CA 90012

15. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflict of laws principles thereof. Venue shall be exclusive in San Bernardino County, California.

16. Independent Legal Counsel. Each Party acknowledges that it has consulted with and had the opportunity to consult with independent legal counsel of its own choosing in connection with the negotiation and execution of this Agreement.

17. Attorney Fees. In the event any Party hereto institutes a proceeding against any other Party hereto for a claim arising out of or to enforce this Agreement, the Parties agree that the prevailing party shall be entitled to recovery of its reasonable attorney’s fees and litigation expenses in connection with such proceeding.

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18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SIGNATURE PROVISIONS

IN WITNESS WHEREOF, each of the Parties hereto has executed and delivered this Agreement on the date indicated above.

Seller: Nealey Mutual Water Company

By: _____
Steve Mills, President

Buyer: West Valley Water District

By: _____
Channing Hawkins, President

EXHIBIT "A"
Copy of Grant Deed

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME: West Valley Water District
ADDRESS: 855 W. Baseline Rd, P.O. Box 920
CITY: Rialto
STATE & ZIP: California 92376
Attn: General Manager

GRANT DEED

TITLE ORDER NO. _____ **ESCROW NO.** _____ **APN NO. 0239-041-23-0-000**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$151.25 CITY TAX \$0.00
 computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
 Unincorporated area: _____ City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, NEALEY MUTUAL WATER COMPANY, a California Corporation hereby GRANT(S) to WEST VALLEY WATER DISTRICT, a county water district the following described real property in the County of San Bernardino, State of California:

Parcel 1 of Parcel Map 15039, County of San Bernardino, State of California, as per Map Recorded in Book 190 of Maps, Page 37 in the Office of the County Recorder of said County.

[Abbreviated Legal Description]

Dated _____

NEALEY MUTUAL WATER COMPANY

By: _____
Steven Mills, President

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 _____
On _____ before me, _____
(here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature _____ (Seal)



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHLAND DEVELOPERS, INC FOR LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TENTATIVE TRACT MAP 20010

BACKGROUND:

Richland Developers, Inc. (“Developer”) is the owner of land located north of Duncan Canyon Road, east of Hawk Ridge Avenue and west of the I-15 freeway in the City of Fontana, known as Tentative Tract Map 20010, Monarch Hills (“Development”), as shown in Exhibit A. The Development consists of mixed single-family and multi-family residential housing lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

In order to construct the water facilities needed to supply water to the Development, West Valley Water District (“District”) and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”). 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. Attached as Exhibit B is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration & approval by the full Board at a future Board of Directors meeting and authorize the General Manager to execute the necessary documents.

DG:ls

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Richland Developers Inc

MEETING HISTORY:

07/14/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

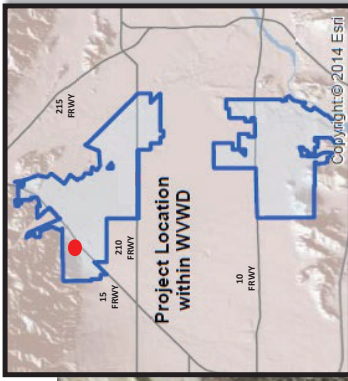


Exhibit A
Monarch Hills (Lytle Creek Rd Backbone)

2.9.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 **RICHLAND DEVELOPERS, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TTM 20010 – MONARCH HILLS** 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 own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010**, 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 most recent Rules and Regulations (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 of San Bernardino, 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, 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, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the 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 preconstruction meeting with the District at the District's headquarters no less than five (5) 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, 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.

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 own expense prior to construction.

3.4. Developer shall, at Developer's own 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.

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 generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", 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. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010**, is **NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$952,767.00)**. 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 either an irrevocable letter of credit from a recognized financial institution acceptable to the District or 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 irrevocable letter of credit or performance bond shall be in the amount of **NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$952,767.00)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (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 either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

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: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

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

DEVELOPER NAME: RICHLAND DEVELOPERS, INC.
 ATTN TO: DEREK BARBOUR
 ADDRESS: 3161 MICHELSON DRIVE, SUITE 425, IRVINE, CA 92612
 RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

7.4. Notices required shall be given to **Surety** addressed as follows:
 SURETY NAME: LOCKTON INSURANCE BROKERS, LLC
 ATTN TO: MARTHA R. BARRERAS
 ADDRESS: 19800 MACARTHUR BLVD., SUITE 1250, IRVINE, CA 92612
 RE: Lytle Creek Rd Water Improvement Plans Monarch Hills Development

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.

7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit 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, 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. 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 prior to the execution of this Agreement and before construction can take place.

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 an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, 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 conveyance agreement 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 therefore, 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.

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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
Ricky Shamindra Manbahal, General Manager

DEVELOPER:

RICHLAND DEVELOPERS, Inc
a Delaware Corporation

By: _____ Date: _____
John Troutman, Vice President
Authorized Agent

Exhibit A

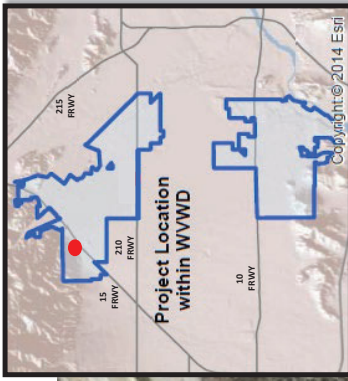


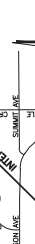
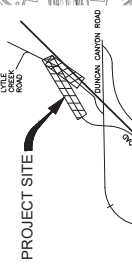
Exhibit A
Monarch Hills (Lytle Creek Rd Backbone)

2.9.b

Exhibit B

LYTLE CREEK ROAD WATER IMPROVEMENT PLANS MONARCH HILLS DEVELOPMENT TTM 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



MATERIALS

- 8" DP 314.33'
- 12" DP 238.02'
- 18" DP 208.77'
- 18" D/C 193.05'

UTILITY COMPANIES

- WEST VALLEY WATER DISTRICT
- CITY OF FONTANA
- SOUTHERN CALIFORNIA GAS CO.
- S&P
- A&T
- WEST VALLEY WATER DISTRICT

BENCHMARK

ELEVATIONS HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1999 BASED LOCALLY UPON MONARCH HILLS BENCHMARK AND MONARCH BENCHMARK.

BASIS OF BEARING

ALL COORDINATES AND DISTANCES SHOWN IN THESE PLANS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CGS-83, ZONE 10, 2010 EPOCH DATE) AS DERIVED BY POSITIONS PUBLISHED BY CGRS. ALL COORDINATE VALUES WERE SEALED TO GROUND BY APPLYING AN AVERAGE COMBINATION FACTOR AS DETERMINED BY FEI POINTS METHOD. COORDINATE PROJECTIONS WERE MADE TO THE GROUND BY MEASURING DISTANCES TO THE POINTS AND CORRECTING FOR DISTANCES MULTIPLY GROUND DISTANCE BY 0.999985897.

PRIVATE ENGINEER'S NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED FROM A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, MADE BY US AS TO THE ACCURACY OF THE INFORMATION SHOWN ON THESE PLANS. YOU ARE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THESE PLANS PRIOR TO ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE WORKER SHALL BE RESPONSIBLE FOR PROTECTING THE UTILITIES SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE WORKER SHALL BE RESPONSIBLE FOR PROTECTING THE UTILITIES SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE WORKER SHALL BE RESPONSIBLE FOR PROTECTING THE UTILITIES SHOWN ON THESE DRAWINGS.

DUCTILE IRON PIPE NOTES

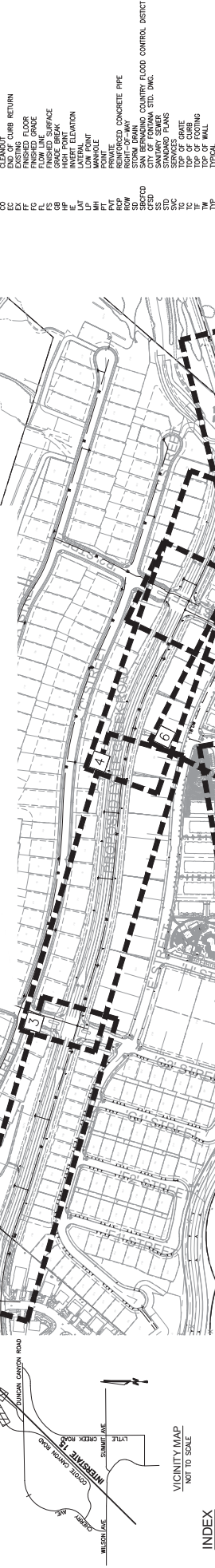
1. ALL D.I.P. JOINTS, UNLESS OTHERWISE SPECIFIED, SHALL BE MECHANICALLY RESTRAINED EXTERNALLY.
 2. ALL D.I.P. SHALL BE 15' MINIMUM UNLESS OTHERWISE SPECIFIED.
 3. THE CONTRACTOR SHALL DETERMINE IN FIELD IF ADDITIONAL RESTRAINTS, GASKETS OR THRUST BLOCKS SHALL BE REQUIRED.

WEST VALLEY WATER DISTRICT

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ARE ACCEPTED BY THE DISTRICT ENGINEER OF WEST VALLEY WATER DISTRICT AND THAT THIS DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO THIS LOCATION.

SIGNATURE KENNETH T. KOZLIK FONTANA CITY HALL 700 N. MONARCH AVENUE FONTANA, CA 92335 P: (951) 245-7000	TITLE CITY ENGINEER	EXP. 12-31-21	DATE	SIGNATURE KENNETH T. KOZLIK R.C.E. NO. 71083 FUSCOE ENGINEERING, INC. 4350 SAN MARINO BLVD. SAN MARINO, CA 91766 P: (626) 554-1120, F: (626) 591-0335 KOZLIK@FUSCOE.COM	EXP. 12-31-21	DATE	SIGNATURE KENNETH T. KOZLIK R.C.E. NO. 71083 FUSCOE ENGINEERING, INC. 4350 SAN MARINO BLVD. SAN MARINO, CA 91766 P: (626) 554-1120, F: (626) 591-0335 KOZLIK@FUSCOE.COM	EXP. 12-31-21	DATE
<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS MONARCH HILLS LYTLE CREEK ROAD TTM 20010</p> <p>Prepared Under the Supervision of: KENNETH T. KOZLIK, R.C.E. # 71083 DATE: 6/1/2021 DRAWING NO. D20017</p>									

- LIST OF ABBREVIATIONS**
- AC ASPHALT CONCRETE
 - BER BEGINNING OF CURB RETURN
 - C&G CENTERLINE
 - CC CURB FACE
 - CD CENTERLINE
 - EC END OF CURB RETURN
 - FF FINISHED FLOOR
 - FG FINISHED GRADE
 - FS FINISHED SURFACE
 - FB FINISHED BENCH MARK
 - IE INVERT ELEVATION
 - LO LOW POINT
 - MF MAIN FLOOR
 - PH PAVEMENT
 - PV/PV PRIVATE VERTICAL CONCRETE PIPE
 - R/O RIGHT-OF-WAY
 - ROW ROAD
 - SB STOP
 - STC STREET CENTERLINE
 - STC CITY OF FONTANA STD. DIM.
 - STD STANDARD PLANS
 - SVC SERVICES
 - TC TOP OF CURB
 - TR TOP OF FINISH GRADE
 - TTV TYPICAL
 - W&W WEST VALLEY WATER DISTRICT



- GENERAL CONSTRUCTION NOTES**
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WEST VALLEY WATER DISTRICT STANDARDS. THE CONTRACTOR SHALL ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE WITH THE WEST VALLEY WATER DISTRICT ENGINEER AND THE CITY OF FONTANA ENGINEER PRIOR TO THE START OF WORK.
 - THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS, CONFORMANCE HERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE PROJECT. A CAL-OHA EXAMINATION PERMIT SHALL BE OBTAINED FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE WORKER SHALL BE RESPONSIBLE FOR PROTECTING THE UTILITIES SHOWN ON THESE DRAWINGS.
 - CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES AT 1-800-277-8000 PRIOR TO BEGINNING WORK.
 - CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES AT 1-800-277-8000 PRIOR TO BEGINNING WORK.
 - ANY CONTRACTOR PERFORMING WORK ON THE PROJECT SHALL FAMILIARIZE HIMSELF TO ALL UTILITIES THROUGHOUT THE PROJECT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE WORKER SHALL BE RESPONSIBLE FOR PROTECTING THE UTILITIES SHOWN ON THESE DRAWINGS.
 - CONTRACTOR SHALL NOT SIGHT FACILITIES ARE SHOWN ON THESE PLANS.
 - EXISTING UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE ADEQUATE PROVISIONS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE AGENCIES AT 1-800-277-8000 PRIOR TO BEGINNING WORK.
 - CONTRACTOR SHALL NOT SIGHT FACILITIES ARE SHOWN ON THESE PLANS.
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- CONSTRUCTION NOTES**
- FIRE HYDRANT PER WWD STD W-2
 - THRUST BLOCK PER WWD STD W-3
 - 4" A/RM PER WWD W-48 WITH 4" GATE VALVE PER WWD W-11
 - 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
 - PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M. OR OLD. F.A.
 - INSTALL 18"X18"X12" TEE WITH THRUST BLOCK PER WWD W-3
 - CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
 - INSTALL 12"X8" CROSS WITH THRUST BLOCK PER WWD W-3
 - CONDUCTOR TUBE ENCLOSURE PER WWD W-23
 - 6" BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W-74
 - 12" X 12" X 6" DUCTILE IRON TEE - FLG X M X M WITH THRUST BLOCKS PER WWD W-11
 - 18" X 6" DUCTILE IRON TEE - FLG X M X M WITH THRUST BLOCKS PER WWD W-30
 - PRESSURE REGULATION STATION PER DISTRICT STD W-22 - 10" PRV ASSEMBLY 10" GATE VALVE PER WWD W-11
 - 4" BUTTERFLY VALVE PER WWD W-11
 - 8" GATE VALVE PER WWD W-11
 - INSTALL 2" BRONZE WATER METER, 2" SERVICE LATERAL AND 2" METER BLOC PER WWD STD. DIM. W-5 & W-11 WITH 2" BLOW-OFF PREVENTER PER WWD W-20
 - CONCRETE BLANKET PER WWD W-24
 - 6" GATE VALVE PER WWD W-11
 - 18" X 18" X 10" DUCTILE IRON TEE - FLG X M X M WITH THRUST BLOCKS PER WWD W-30
 - INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WWD W-3
 - 18" DMC PIPE WITH FULLY WELDED JOINTS
 - 18" DMC PIPE TEE

- CONSTRUCTION NOTES**
- FIRE HYDRANT PER WWD STD W-2
 - THRUST BLOCK PER WWD STD W-3
 - 4" A/RM PER WWD W-48 WITH 4" GATE VALVE PER WWD W-11
 - 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
 - PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M. OR OLD. F.A.
 - INSTALL 18"X18"X12" TEE WITH THRUST BLOCK PER WWD W-3
 - CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
 - INSTALL 12"X8" CROSS WITH THRUST BLOCK PER WWD W-3
 - CONDUCTOR TUBE ENCLOSURE PER WWD W-23
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 - 6" GATE VALVE PER WWD W-11
 - 18" X 18" X 10" DUCTILE IRON TEE - FLG X M X M WITH THRUST BLOCKS PER WWD W-30
 - INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WWD W-3
 - 18" DMC PIPE WITH FULLY WELDED JOINTS
 - 18" DMC PIPE TEE

WEST VALLEY WATER DISTRICT
WATER MAIN IMPROVEMENT PLANS
MONARCH HILLS
LYTLE CREEK ROAD TTM 20010

Prepared Under the Supervision of: **KENNETH T. KOZLIK**, R.C.E. # 71083
DATE: **6/1/2021**
DRAWING NO. **D20017**

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO HIS PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

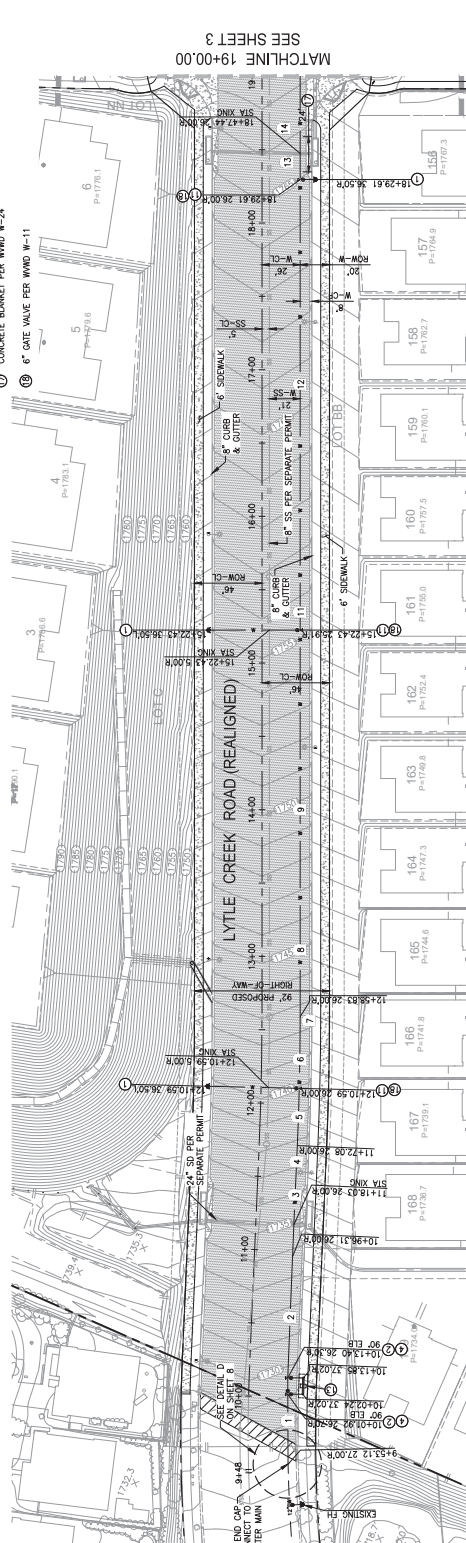
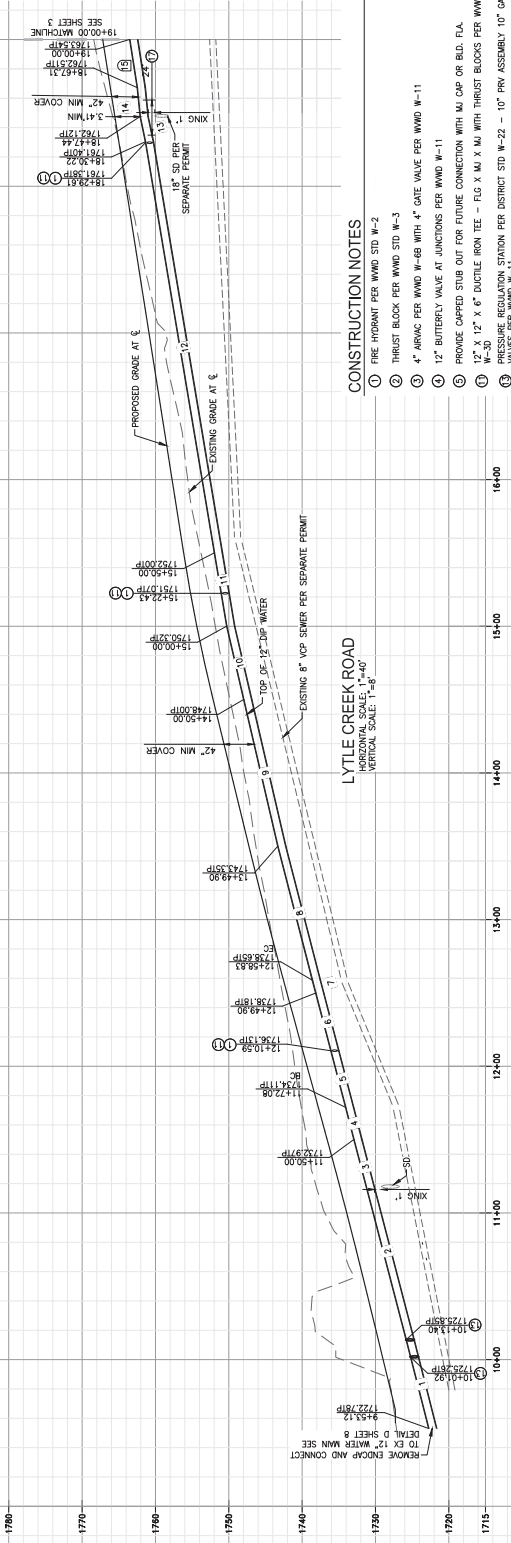
WEST VALLEY WATER DISTRICT
4394 Gravenhill Dr., Suite 170
San Diego, California 92122
Tel: 619-449-1500
www.wvwd.com

FUSCOE ENGINEERING
4350 SAN MARINO BLVD.
SAN MARINO, CA 91766
P: (626) 554-1120, F: (626) 591-0335
KOZLIK@FUSCOE.COM

PIPE#	DELTA/BRG.	SLOPE	LENGTH	REMARKS
1	58674.557W /07000.000	5.22%	36.82'	12" DIP
2	58683.597W /07000.000	5.22%	82.64'	12" DIP
3	58687.297W /07000.000	5.22%	53.77'	12" DIP
4	58687.297W /07000.000	5.16%	22.11'	12" DIP
5	58687.297W /07000.000	5.16%	39.96'	12" DIP
6	58707.317W /07000.000	5.16%	39.88'	12" DIP
7	58707.317W /07000.000	5.16%	3.05'	12" DIP
8	58687.297W /07000.000	5.16%	91.20'	12" DIP
9	58687.297W /07000.000	4.44%	100.21'	12" DIP
10	58687.297W /07000.000	4.44%	50.05'	12" DIP
11	58687.297W /07000.000	3.35%	50.03'	12" DIP
12	58687.297W /07000.000	3.35%	280.38'	12" DIP
13	58687.297W /07000.000	4.22%	17.24'	12" DIP
14	58687.297W /07000.000	1.97%	19.87'	12" DIP

CONSTRUCTION NOTES

- FIRE HYDRANT PER WWD STD W-2
- THRUST BLOCK PER WWD STD W-3
- 4" ABRAC PER WWD W-48 WITH 4" GATE VALVE PER WWD W-11
- 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
- PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH M. CAR OR BLD. FLA.
- 12" X 12" X 6" DUCTILE IRON TEE - FLG X M.I. X WITH THRUST BLOCKS PER WWD W-30
- VALVES REGULATION STATION PER DISTRICT STD W-22 - 10" INV ASSEMBLY 10" GATE VALVES PER WWD W-11
- CONCRETE BLANKET PER WWD W-24
- 6" GATE VALVE PER WWD W-11



WEST VALLEY WATER DISTRICT
WATER MAIN IMPROVEMENT PLANS

SCALE: 1" = 40'	DATE: 6/11/2021	DRAWING NO.: D20017/6
PROJECT: MONARCH HILLS	DATE: 6/11/2021	DRAWING NO.: D20017/6
LOCATION: LYTLE CREEK ROAD	DATE: 6/11/2021	DRAWING NO.: D20017/6
PROJECT NO: W-2010	DATE: 6/11/2021	DRAWING NO.: D20017/6

Prepared Under the Supervision of:

NAME: KENNETH T. KOZLIK	DATE: 6/11/2021
TITLE: CIVIL ENGINEER	DATE: 6/11/2021

R.C.E. 7185

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

FUSCOE ENGINEERING

4390 Genesee Ct., Suite 170
San Diego, California 92122
Tel: 619-237-2500
Fax: 619-237-2500
www.fuscoee.com

DISIGN

DIGITAL DESIGN
ARCHITECTURE
LANDSCAPE ARCHITECTURE
PLANNING
PUBLIC SERVICE
1500-227-2500
A PUBLIC SERVICE BY INTERDISCIPLINARY SERVICE ALLIES

REVISION	DATE	BY	DATE

WEST VALLEY WATER DISTRICT
WATER MAIN IMPROVEMENT PLANS

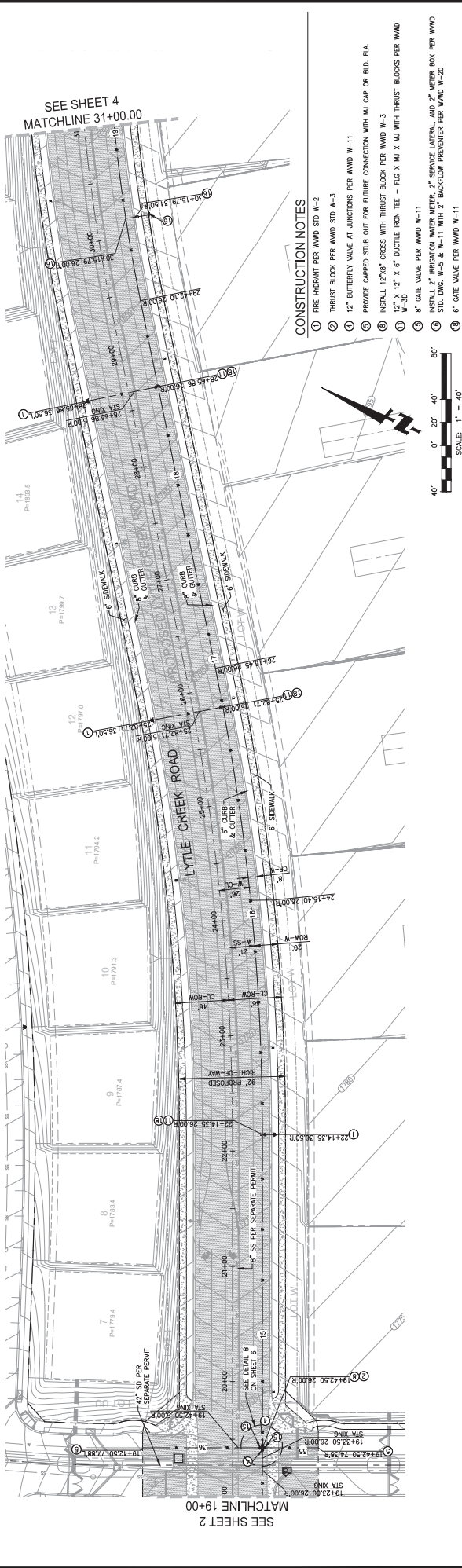
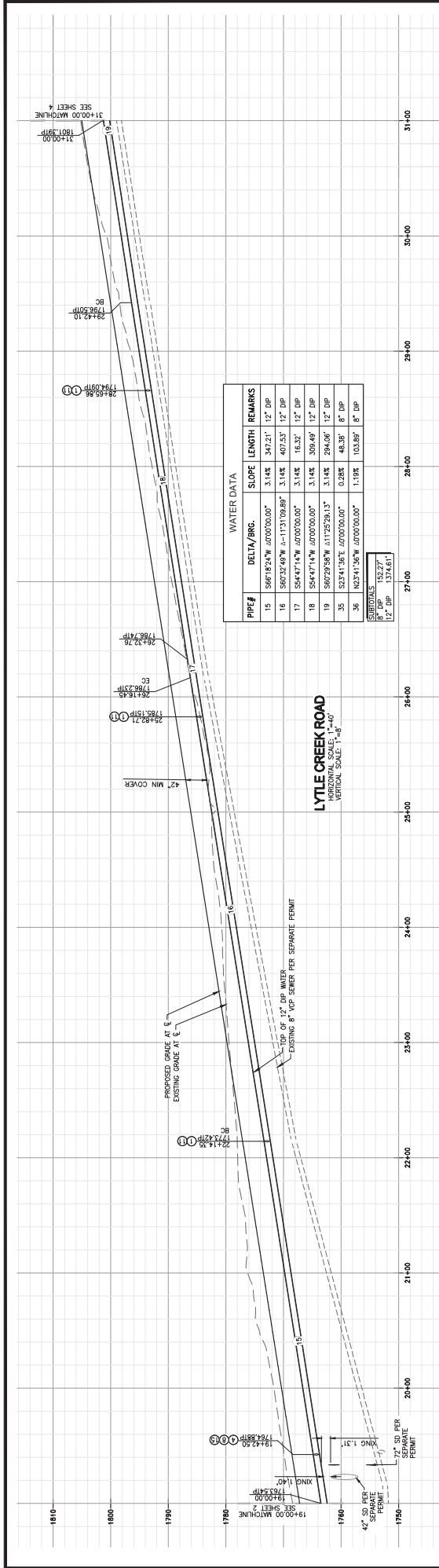
SCALE: 1" = 40'	DATE: 6/11/2021	DRAWING NO.: D20017/6
PROJECT: MONARCH HILLS	DATE: 6/11/2021	DRAWING NO.: D20017/6
LOCATION: LYTLE CREEK ROAD	DATE: 6/11/2021	DRAWING NO.: D20017/6
PROJECT NO: W-2010	DATE: 6/11/2021	DRAWING NO.: D20017/6

Prepared Under the Supervision of:

NAME: KENNETH T. KOZLIK	DATE: 6/11/2021
TITLE: CIVIL ENGINEER	DATE: 6/11/2021

R.C.E. 7185

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



WEST VALLEY WATER DISTRICT
WATER MAIN IMPROVEMENT PLANS

PROJECT NO: 17-0001
DATE: 6/1/2021
DRAWING NO: D20017/8

MONARCH HILLS
LYTLE CREEK ROAD LTM 20010

Prepared Under The Supervision of:
KENNETH T. KOZLIK R.C.E. 71883

PROFESSIONAL ENGINEER
T. J. COOPER
No. 67207
Exp. 12-31-21
Civil

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REVISION DESCRIPTION	DATE	BY	DATE

FUSCOE ENGINEERING
4390 Greenloch Dr., Suite 170
San Diego, California 92122
Tel: 619-237-2900
www.fuscoe.com

DIGITAL
DIGITAL
360-237-2900
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

PRESSURE ZONE
ZONE 7

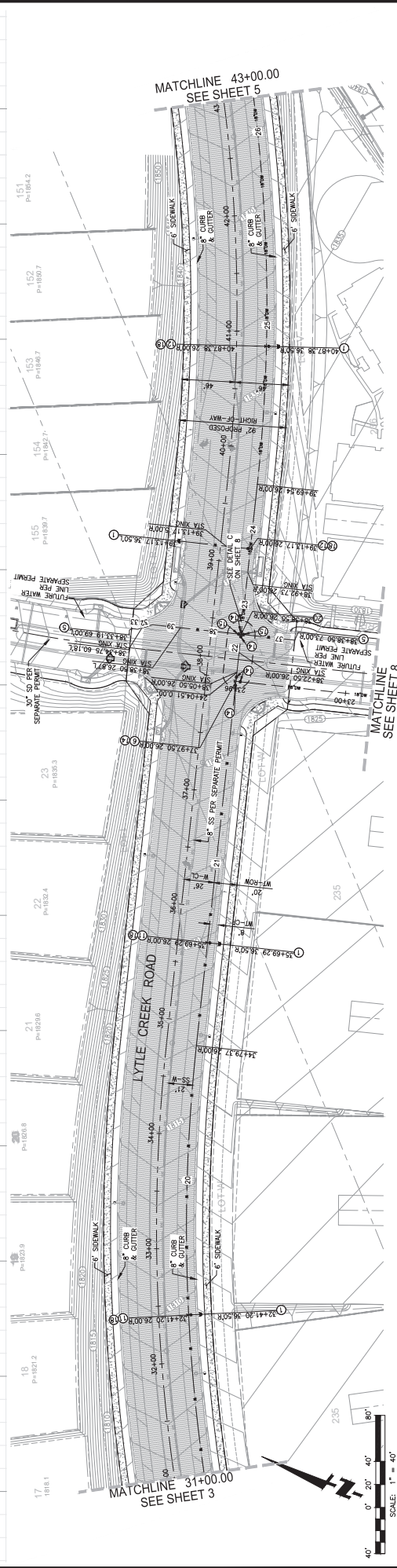
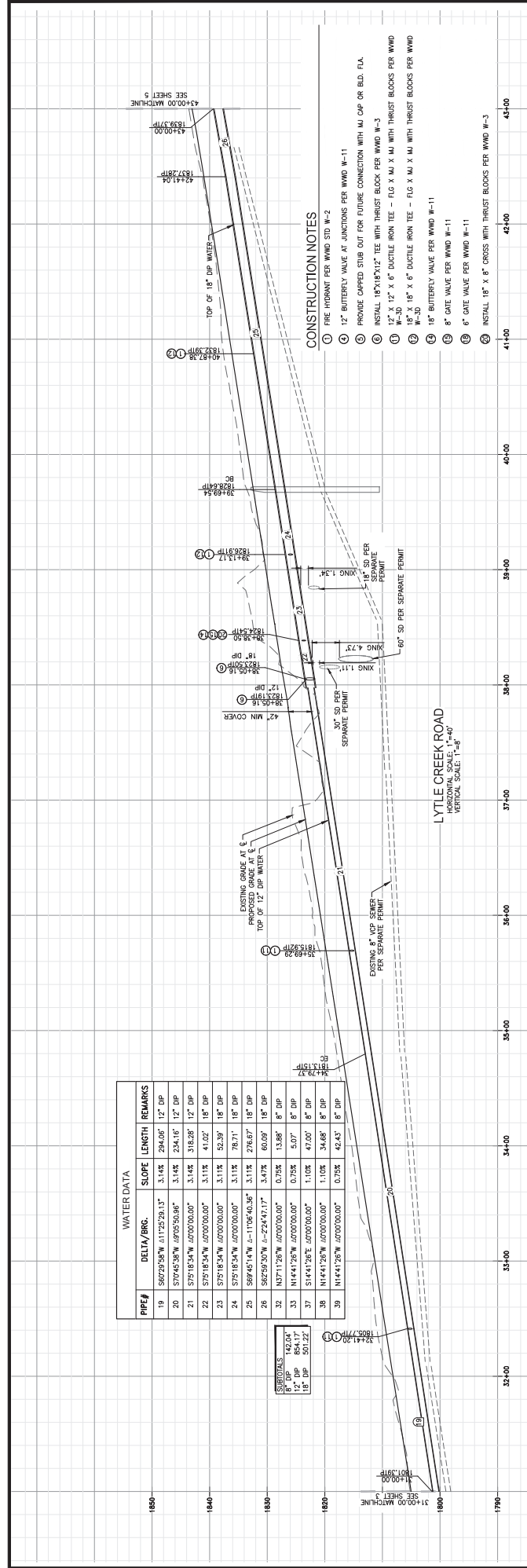
DRAWING NUMBER
D20017

PIPE#	DELTA/FRG.	SLOPE	LENGTH	REMARKS
19	56029.58'W @1125.29x1.3"	3.14%	294.06'	12" DIP
20	57945.58'W @505.50x0.96"	3.14%	234.16'	12" DIP
21	57518.54'W @700.00x0.00"	3.14%	318.28'	12" DIP
22	57518.54'W @700.00x0.00"	3.11%	41.02'	18" DIP
23	57518.54'W @700.00x0.00"	3.11%	52.59'	18" DIP
24	57518.54'W @700.00x0.00"	3.11%	78.71'	18" DIP
25	58945.14'W @-1108.40x0.86"	3.11%	276.87'	18" DIP
26	56259.50'W @-224.71x1.77"	3.47%	60.09'	18" DIP
32	N14711.95'W @700.00x0.00"	0.75%	53.88'	8" DIP
33	N14711.95'W @700.00x0.00"	0.75%	5.07'	8" DIP
37	N14711.95'W @700.00x0.00"	1.10%	47.00'	8" DIP
38	N14711.95'W @700.00x0.00"	1.10%	34.68'	8" DIP
39	N14711.95'W @700.00x0.00"	0.75%	42.43'	8" DIP

SIZES	14.25"	12"	12"
8" DIP	142.24'	864.17'	507.22'
12" DIP	864.17'	507.22'	

- CONSTRUCTION NOTES**
- FIRE HYDRANT PER WMD STD W-2
 - 12" BUTTERFLY VALVE AT JUNCTIONS PER WMD W-11
 - PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH MJ CAP OR BLD. FLA.
 - INSTALL 18"X18"X12" TEE WITH THRUST BLOCK PER WMD W-3
 - 12" X 12" X 6" DUCTILE IRON TEE - FLG X MJ X MJ WITH THRUST BLOCKS PER WMD W-3
 - 18" X 6" DUCTILE IRON TEE - FLG X MJ X MJ WITH THRUST BLOCKS PER WMD W-11
 - 18" BUTTERFLY VALVE PER WMD W-11
 - 8" GATE VALVE PER WMD W-11
 - INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WMD W-3

LYTLE CREEK ROAD
 HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=5'



WEST VALLEY WATER DISTRICT
 WATER MAIN IMPROVEMENT PLANS

MONARCH HILLS
 LYTLE CREEK ROAD LTM 20010

DATE: 6/11/2021
 DRAWING NO: D20017/8

2.9.b

Prepared Under The Supervision of:

KENNETH T. KOZLIK R.C.E. 71883

DATE: 6/11/2021
 DRAWING NO: D20017/8

PROFESSIONAL ENGINEER
 KENNETH T. KOZLIK
 No. 12345
 Exp. 12-31-22
 CIVIL
 STATE OF CALIFORNIA

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

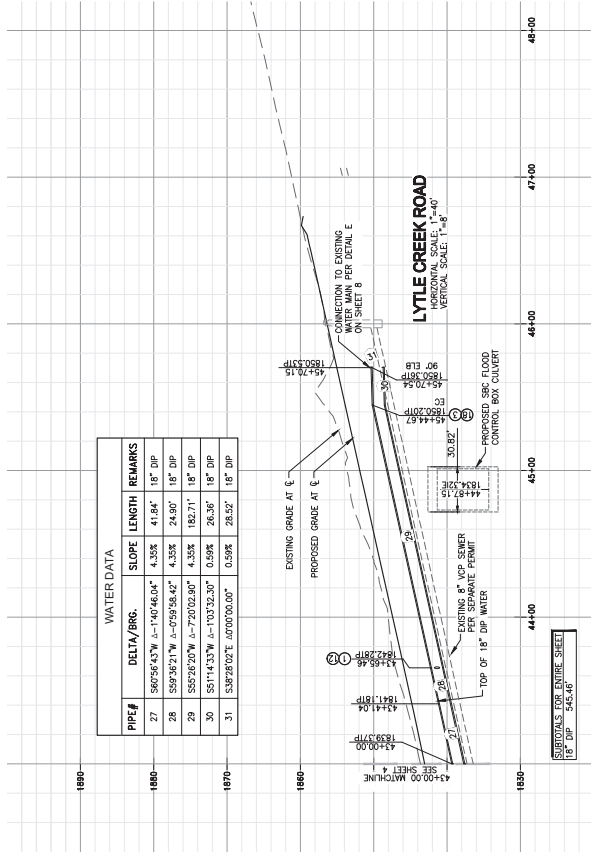
FUSCOE
 ENGINEERING INC.
 4350 Greenwood Dr., Suite 170
 San Diego, California 92122
 Tel: 619-594-2272
 Fax: 619-594-2272
 www.fuscoe.com

REVISION LOG

NO.	DESCRIPTION	DATE	BY	CHK

PRESSURE ZONE
 ZONE 7

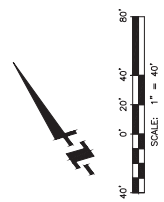
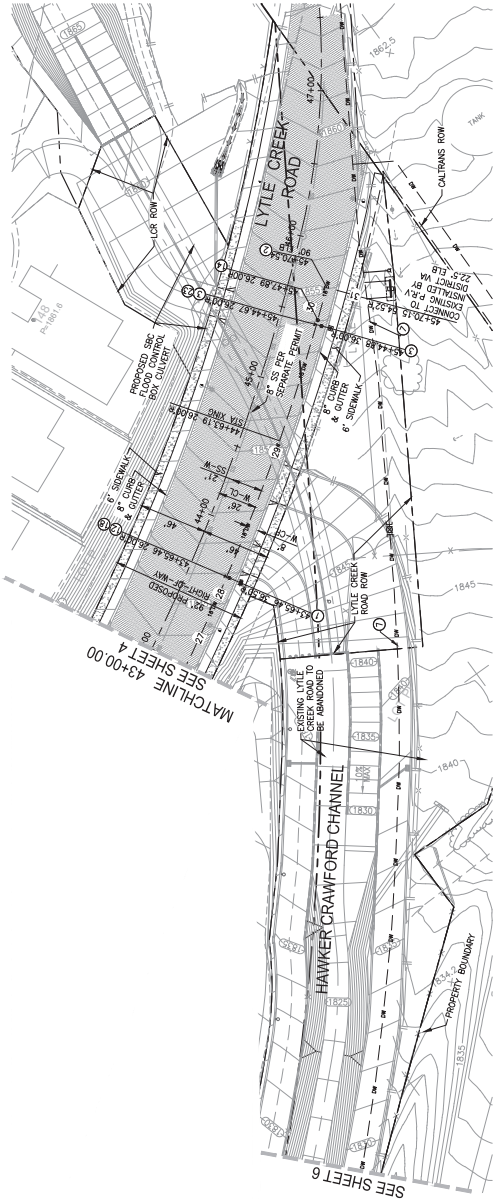
DRAWING NUMBER
 D20017



WATER DATA			
PIPE #	DELTA/BRG.	SLOPE	LENGTH REMARKS
27	560736/437 W	Δ=1'40.44/6.04'	4.35% 41.84' 18" DIP
28	556736/217 W	Δ=0'59.56/4.27'	4.35% 24.90' 18" DIP
29	556736/207 W	Δ=7'20.03/8.07'	4.35% 182.71' 18" DIP
30	55114'4.33 W	Δ=1'10.32/3.30'	0.56% 26.36' 18" DIP
31	538729/027 W	Δ=0'00.00/0.00'	0.56% 26.32' 18" DIP

CONSTRUCTION NOTES

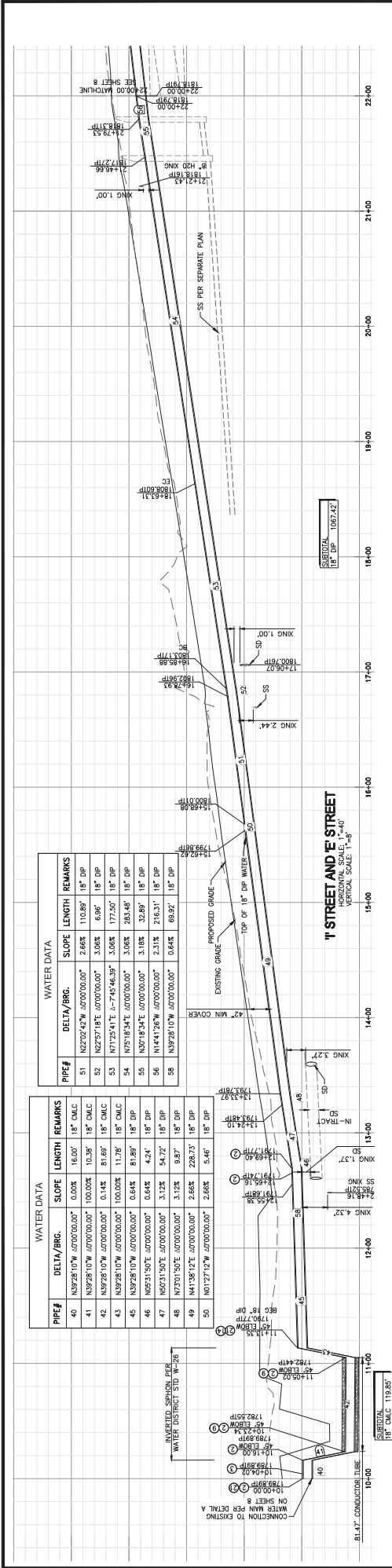
- 1. FIRE HYDRANT PER WWD STD W-2
- 2. THRUST BLOCK PER WWD STD W-3
- 3. 4" AIRVAC PER WWD W-6B WITH 4" GATE VALVE PER WWD W-11
- 4. CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
- 5. 18" X 18" X 6" DUCTILE IRON TEE - FUG X MU X MU WITH THRUST BLOCKS PER WWD W-3D
- 6. 18" BUTTERFLY VALVE PER WWD W-11
- 7. 6" GATE VALVE PER WWD W-11
- 8. 18" X 18" X 4" DUCTILE IRON TEE - FUG X MU WITH THRUST BLOCKS PER WWD W-3D



<p>FUSCOE ENGINEERING 4390 Greenleaf Dr., Suite 170 San Diego, California 92122 Tel: 619.594.8800 www.fuscoe.com</p>	<p>DIGITAL DIAL SPEAKING PARTS TALK FREE A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>Pressure Zone Zone 7</p> <p>Drawing Number D20017</p>	<p>Prepared Under The Supervision of: KENNETH T. KOZLIK R.C.E. 71883</p> <p>DATE: 6/1/2021 DRAWING NO.: D20017/6</p>
<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p>		<p>MONARCH HILLS LYLE CREEK ROAD LTM 20010</p>	

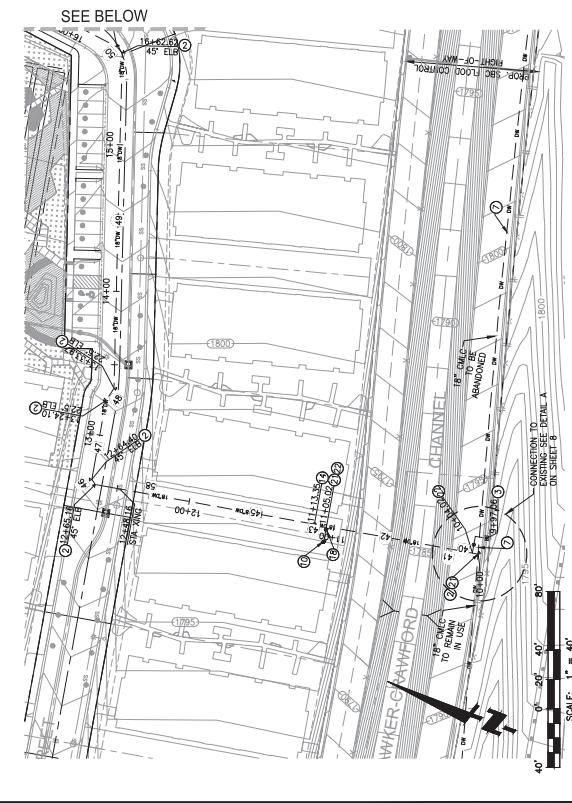
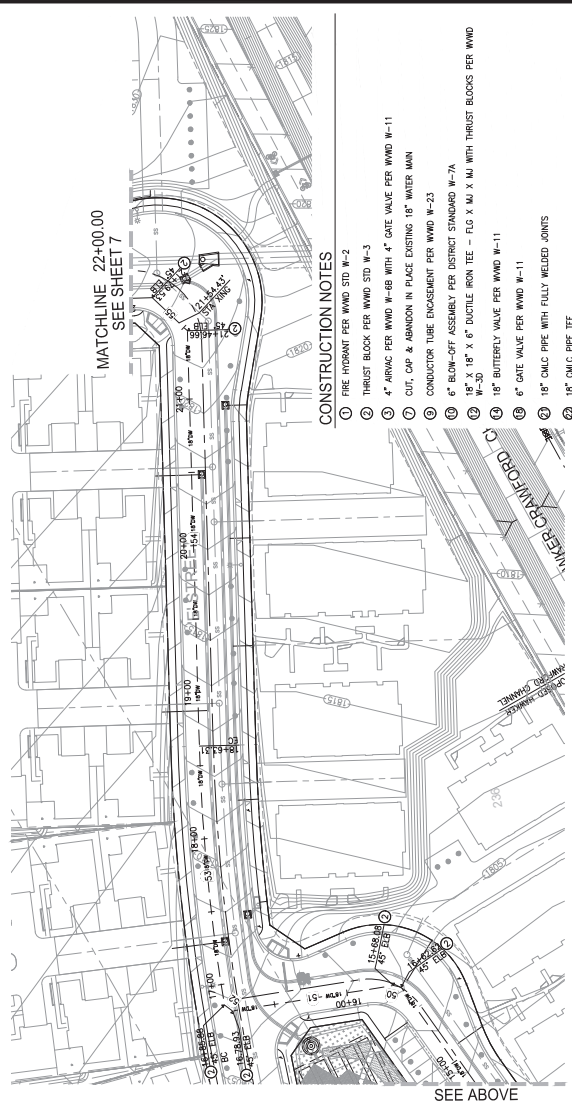
SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.





WATER DATA			
PIPE#	DELTA/BRC.	SLOPE	LENGTH
51	N2702.42°W	0.00%	110.89'
52	N2727.18°E	3.04%	6.98'
53	N7125.41°E	3.04%	177.50'
54	N0716.34°E	3.08%	283.48'
55	N30718.34°E	3.18%	32.89'
56	N14412.26°W	2.31%	216.31'
58	N39728.10°W	0.64%	69.32'

WATER DATA			
PIPE#	DELTA/BRC.	SLOPE	LENGTH
40	N3228.10°W	0.00%	16.00'
41	N3228.10°W	100.00%	10.38'
42	N3228.10°W	100.00%	11.78'
43	N3228.10°W	100.00%	11.78'
44	N0231.50°E	3.12%	54.72'
45	N0231.50°E	3.12%	9.87'
46	N4138.12°E	2.66%	228.73'
49	N0127.12°W	2.66%	5.46'



- CONSTRUCTION NOTES**
- 1 FIRE HYDRANT PER WWD STD W-2
 - 2 THRUST BLOCK PER WWD STD W-3
 - 3 4" ABRAC PER WWD W-6B WITH 4" GATE VALVE PER WWD W-11
 - 4 CUT, CAP & ABANDON IN PLACE EXISTING 18" WATER MAIN
 - 5 CONDUCTOR TUBE ENCLOSURE PER WWD W-23
 - 6 6" BLOW-OFF ASSEMBLY PER DISTRICT STANDARD W-7A
 - 7 18" X 18" 6" DUCTILE IRON TEE - FLO X WJ X MJ WITH THRUST BLOCKS PER WWD W-30
 - 8 18" BUTTERFLY VALVE PER WWD W-11
 - 9 6" GATE VALVE PER WWD W-11
 - 10 18" CMCC PIPE WITH FULLY WELDED JOINTS
 - 11 18" CMCC PIPE TEE

WEST VALLEY WATER DISTRICT
WATER MAIN IMPROVEMENT PLANS

DATE: 6/1/2021
DRAWING NO: D20017.6

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 6/1/2021

PROJECT: MONARCH HILLS
LYTLE CREEK ROAD LTM 20010

PROFESSIONAL ENGINEER
KENNETH T. KOZLIK
R.C.E. 71883

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REVISIONS

NO.	DATE	BY	DESCRIPTION

DATE: [] [] []

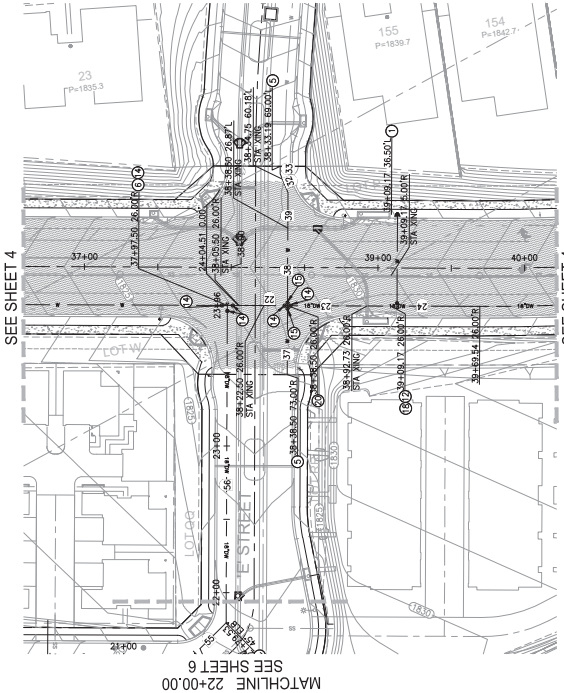
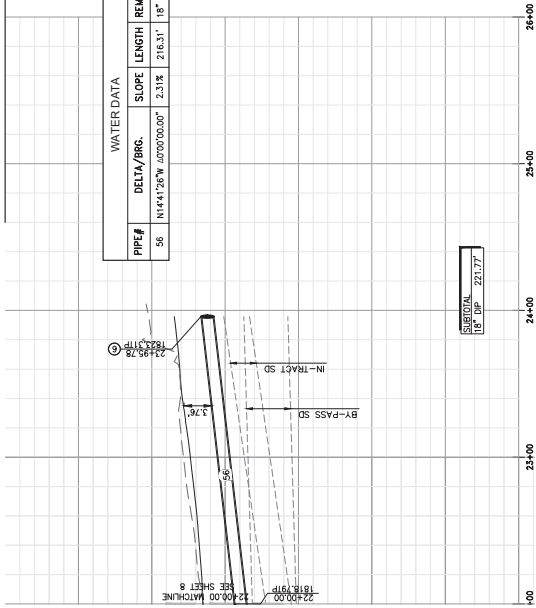
FUSCOE
ENGINEERING
4390 Genesee St., Suite 170
San Diego, California 92122
Tel: 619-227-2500
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DATE: 6/1/2021
DRAWING NO: D20017.6

PRESSURE ZONE
ZONE 7

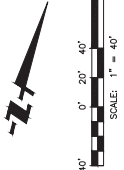
DRAWING NUMBER
D20017

WATER DATA			
PIPE#	DELTA/BRC.	SLOPE LENGTH	REMARKS
56	N+4+1.26'W /0.000'0.00'	2.31%	216.31' 18" DP

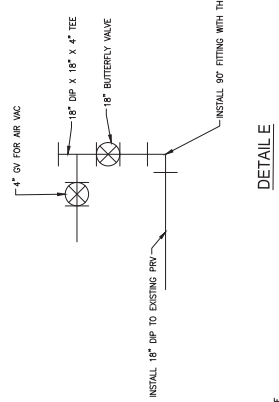


CONSTRUCTION NOTES

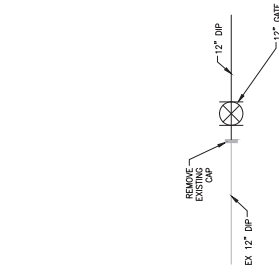
- ① FIRE HYDRANT PER WWD STD W-2
- ② THRUST BLOCK PER WWD STD W-3
- ③ 12" BUTTERFLY VALVE AT JUNCTIONS PER WWD W-11
- ④ PROVIDE CAPPED STUB OUT FOR FUTURE CONNECTION WITH MJ CAP OR BLD. P.A.
- ⑤ INSTALL 18"x18"x1/2" TEE WITH THRUST BLOCK PER WWD W-3
- ⑥ W-30 18" X 8" DUCTILE IRON TEE - FLX X MJ X MJ WITH THRUST BLOCKS PER WWD
- ⑦ 18" BUTTERFLY VALVE PER WWD W-11
- ⑧ 8" GATE VALVE PER WWD W-11
- ⑨ 6" GATE VALVE PER WWD W-11
- ⑩ INSTALL 18" X 8" CROSS WITH THRUST BLOCKS PER WWD W-3



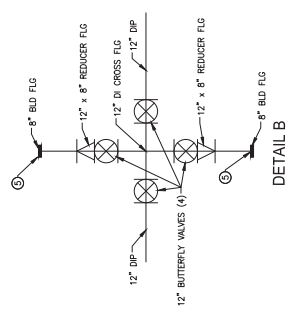
<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p> <p>PROJECT: MONARCH HILLS LYTLE CREEK ROAD LTM 20010</p> <p>DATE: 6/1/2021 DRAWING NO.: D20017/8</p>	<p>Prepared Under The Supervision of:</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>KENNETH T. KOZLIK R.C.E. 71883</p> </div> <p>Professional Engineer No. 67209 Exp. 12-31-21 Civil</p>	<p>SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION DESCRIPTION</th> <th>DATE</th> <th>ENGR.</th> <th>DRY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION DESCRIPTION	DATE	ENGR.	DRY	DATE					
REVISION DESCRIPTION	DATE	ENGR.	DRY	DATE								
<p>FUSCOE ENGINEERING</p> <p>4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619.574.8200 Fax: 619.574.8201 www.fuscoe.com</p>												
<p>DIGITIM</p> <p>DIAL THE DIGITIM SERVICE ALERT</p>												
<p>Pressure Zone Zone 7</p> <p>Drawing Number D20017</p>												



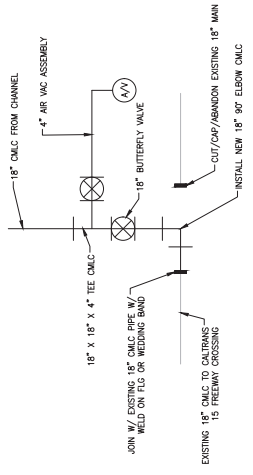
DETAIL E



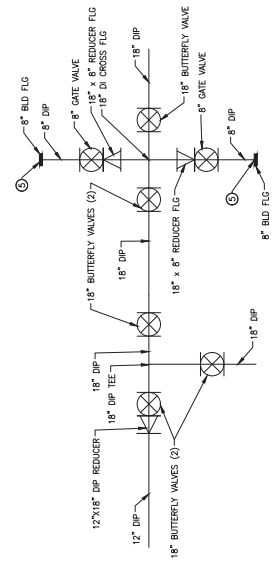
DETAIL D



DETAIL B



DETAIL A



DETAIL C

<p>WEST VALLEY WATER DISTRICT WATER MAIN IMPROVEMENT PLANS</p>	<p>SCALE DATE: 6/11/2021 DRAWING NO: D20017/6</p>	<p>PROJECT NO: MONARCH HILLS LOCATION: LYLE CREEK ROAD LTM 20010</p>	<p>Prepared Under The Supervision of: KENNETH T. KOZLIK R.C.E. 71883</p>
		<p>SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.</p>	
		<p>FUSCOE ENGINEERING 4390 Greenloch Dr., Suite 170 San Diego, California 92122 Tel: 619-594-8888 Fax: 619-594-8889 www.fuscoe.com</p>	
<p>PRESSURE ZONE ZONE 7</p>		<p>DRAWING NUMBER D20017</p>	

Exhibit C

Monarch Hills Bond Cost Estimate
6/16/2021

Project ID: D20017
Description: Lytle Creek Rd

ITEM	QUANTITY	UNITS	UNIT COST	TOTAL COST
Fire hydrant	11	EA	9,700	106,700
4" Airvac with gate valve	3	EA	6,000	18,000
12" Butterfly valve	4	EA	3,200	12,800
18x18x12 Tee with block	1	EA	22,000	22,000
Cut, cap & abandon in place 18" main	2	EA	3,750	7,500
Conductor tube encasement	105	LF	22	2,299
6" Blow off	1	EA	4,150	4,150
12x12x6 Tee with block	8	EA	3,390	27,120
18x18x6 Tee with block	4	EA	4,620	18,480
10" PRV Assembly with valves	1	EA	35,000	35,000
18" Butterfly valve	7	EA	7,500	52,500
8" Gate valve	2	EA	1,840	3,680
2" Irrigation meter/lateral/box w/ backflo	1	EA	2,700	2,700
Concrete blanket	24	LF	250	6,000
6" Gate valve	12	EA	1,350	16,200
18" CMLC pipe	120	LF	130	15,587
8" DIP	294	LF	67	19,719
12" DIP	3,132	LF	84	263,088
18" DIP	2,456	LF	130	319,244
TOTAL				952,767

Exhibit D



ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

2021 HOLIDAY LIST

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 15	PRESIDENT'S DAY
TUESDAY, MAY 25	MEMORIAL DAY
MONDAY, JULY 5	INDEPENDENCE DAY
MONDAY, SEPTEMBER 6	LABOR DAY
THURSDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 25	THANKSGIVING
FRIDAY, NOVEMBER 26	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 23	CHRISTMAS EVE
FRIDAY, DECEMBER 24	CHRISTMAS
FRIDAY, DECEMBER 30	NEW YEAR'S EVE
THURSDAY, DECEMBER 31	NEW YEAR'S DAY



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: PROFESSIONAL SERVICE AGREEMENT TO PROVIDE DISTRICT
 WIDE CLASSIFICATION AND COMPENSATION STUDY

BACKGROUND:

West Valley Water District (“District”) conducted a comprehensive Classification and Compensation study in 2017. Based on industry standard and best practice it is recommended this study be conducted every three to five years. The Director of Human Resources & Risk Management was tasked with assessing the current adopted job specifications and salary schedule. Based on her review and best practice the District should conduct a systematic Classification and Compensation study.

DISCUSSION:

The last Classification and Compensation Study was completed approximately five years ago and was not completely implemented. This created inconsistencies and inaccuracies in the current classification schedule.

On March 10, 2021, the District issued an RFP, and the deadline to respond was March 31, 2021. Three firms submitted bids, all three bids were evaluated by the General Manager, Assistant General Manager, Director of Finance and Director of Human Resources based on their evaluation a firm was selected. The firm’s respective bid is as follows:

Firm Name	Cost of Study
CPS Consultants	\$115,000
Segal Consultants	\$90,000
Logic Consultants	\$83,500

**The total cost, includes all fees for professional services and reimbursements for out-of-pocket expenses, will not exceed the indicated amounts.*

Staff is recommending Segal Consultants because the firm recently conducted total compensation surveys for the Coachella Valley Water District, West County Wastewater District, Water Replenishment District of Southern California, West County Water District, and City of San Diego and their regional office is located in Glendale, California.

The results of the study will be presented to the WVWD Board, the bargaining group and employees as appropriate. This study is estimated to take no more than six (6) months to complete.

FISCAL IMPACT:

Cost of this study will not exceed \$90,000. Funding is included in FY 2021-22 approved budget.

STAFF RECOMMENDATION:

That the WVWD Board of Directors approve a professional service agreement with Segal Consultants and authorize the General Manager to execute contract documents for the terms.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:hs

ATTACHMENT(S):

1. Revised Proposal to West Valley Water District CA RFP for Comprehensive Classification and Compensation Study 06.14.2021
2. The Segal Company Inc_ executed agreement 8.2021

West Valley Water District, CA

Revised Proposal for Comprehensive Classification & Compensation Study

June 14, 2021 / Patrick Bracken, Vice President

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Section One - Cover Letter



The Segal Company (Western States) Inc.,
d/b/a Segal
500 North Brand Boulevard, Suite 1400
Glendale, CA 91203
T 818.956.6700
F 818.484.2697
segalco.com

June 14, 2021

Al Robles
Purchasing/Inventory
West Valley Water District
855 West Baseline Road
Rialto, CA 92376

Re: Revised Proposal for Comprehensive Classification & Compensation Study

Dear Mr. Robles:

Thank you for the opportunity to submit a revised proposal for a classification and compensation study for West Valley Water District ("the District"). Through our extensive experience providing human resources advice to water districts and public sector clients nationwide, we think Segal is best qualified to assist you with this project. We have conducted similar projects in California.

- State of California Superior Court, County of Los Angeles
- Inyo County
- Santa Barbara County
- City of Carlsbad
- City of Goleta
- City of Livermore
- City of Palo Alto
- City of Richmond
- City of San Diego
- City of San Marcos
- City of Santa Cruz
- City of Santa Monica
- Coachella Valley Water District
- Castaic Lake Water Authority
- Water Replenishment District of Southern California
- West County Wastewater District

Segal has extensive experience with the compensation and collective bargaining needs of our government clients, and we recognize the importance of understanding the nuances associated with a unionized workforce. We have unique experience in supporting public sector collective bargaining and joint labor-management facilitation efforts.

We appreciate your consideration for this assignment and welcome the opportunity to meet with you to answer any questions you have. Please feel free to contact me by phone at 202.833.6452 or by email at pbracken@segalco.com. As an officer of the firm, I am authorized to bind the proposer to the terms of the proposal.

Sincerely yours,

Patrick Bracken
Vice President

Section Two – Experience and Qualifications

About Our Company

The Segal Group (www.segalco.com) has been a leading, independent firm of benefit, compensation, and human resources consultants since its founding in 1939. Our clients include corporations, non-profit organizations, higher education institutions, professional service firms, and public sector entities, and jointly trusted benefit funds. Segal is an independent, employee-owned private corporation with no ties to any other companies. Our only interest is in providing unbiased solutions to clients' total rewards needs.

Our firm is headquartered in New York and has more than 1,000 employees working in the 24 offices throughout the U.S. and Canada, with offices in Las Angeles (Glendale) and San Francisco.

For 80 years, we have developed cutting-edge total rewards approaches that provide quality health care, secure retirement, and competitive compensation programs for our clients' employees. Offering comprehensive total compensation and benefits packages requires governments to continually search for cost efficiencies and innovations. Many widely accepted benefit practice and cost containment solutions were originally designed by Segal.

Through our history, we've built a group of brand names you've come to count on for truly personal actuarial, investment and human resources consulting expertise aimed at one mission: delivering trusted advice that improves lives. **Today in 2021, we now formally operate under one name: Segal.**

The Segal Group is a private corporation owned by its active officers, with no shareholder owning more than 5% of the common stock. Our firm's chief officers are:

- Joseph Lo Cicero – Chairman
- David Blumenstein – President and Chief Executive Officer
- Ricardo DiBartolo – Senior Vice President, Chief Financial Officer and Treasurer
- Steven Greenspan – Senior Vice President, Secretary and General Counsel

★ Segal	★ SEGAL BENZ	★ Segal Marco Advisors
<p>Our teams help a wide range of industries. No matter who you are, we can assist you with:</p>		
<ul style="list-style-type: none"> Administration and Technology Consulting Benefit Audit Solutions Compensation and Career Strategies Compliance 	<ul style="list-style-type: none"> Health and Welfare Benefits HR and Benefits Technology Insurance Organizational Effectiveness Retirement Benefits 	<ul style="list-style-type: none"> Advisor Solutions for Financial Intermediaries Corporate Governance and Proxy Voting Defined Contribution Consulting Discretionary Consulting Investment Solutions Traditional Consulting
 Not any solution—your solution. Personalized advice and help.		

Compensation & Career Strategies Services

Segal's Compensation & Career Strategies practice offers solutions and advice regarding:

- Total Compensation Market Studies
- Total Compensation System Design and Implementation
- Job Classification Analyses
- Job Evaluation System Design and Implementation
- Performance Management System Design and Implementation
- Employee Opinion Surveys

- Pay Equity Analysis
- Cost Modeling
- Labor-Management Facilitation
- Collective Bargaining Support

Our consulting approach is based on customized solutions to meet specific needs, not “off-the-shelf” systems. Our goal is to maximize the value of total rewards by encouraging employee participation in our engagements. This is crucial to a successful outcome.

Labor-Management Facilitation

We support clients in all facets of collective bargaining, whether at the table or through technical support. Our consultants assist in developing bargaining strategies and options for all economic issues. We model comparative costs of each compensation element and can provide detailed costing models to support the bargaining process. Segal is widely recognized by both management and labor as an objective and credible source of bargaining expertise. Should the need arise, we are available to provide assistance in mediation and arbitration.

Our work includes the development of bargaining proposals, economic costing models, contract language, as well as support and expert testimony at mediations and arbitrations. Our approach has always been fair-minded and objective with an aim to “win-win” outcomes.

This is exemplified by our efforts to support a joint labor-management Task Force created by the Government of the District of Columbia and several of its unions to reform the District’s compensation and classification structures. This project covered approximately 7,400 District employees represented by five international unions (AFGE, AFSCME, CWA, FOP, and SEIU).

Collective Bargaining Support

Our work includes the development of bargaining proposals, economic costing models, contract language, as well as support and expert testimony at mediations and arbitrations. Our approach has always been fair-minded and objective with an aim to “win-win” outcomes.

Segal’s Relevant Experience

During the past five years Segal has provided human resource consulting services to the following clients:

Client	Scope of Services
Coachella Valley Water District, CA (2015 – 2019)	<ul style="list-style-type: none"> • Conducted salary market study for 100 benchmark job titles covering approximately 520 employees • Developed a Performance Management System including philosophy, customized appraisal forms, develop competencies and performance behaviors; a training manual for Managers/Supervisors and conducted onsite training • Developed updated pay schedules and recommended grade assignments for all positions
West County Wastewater District, CA (2018)	<ul style="list-style-type: none"> • Conducted a pay and benefits study with 43 benchmark job titles, distributed to 8 public sector peer employers • Determined the District’s competitive market position for pay, applicable to each benchmark job title and job family • Provide information regarding the prevailing policies for pay progression, supplemental pay, and other compensation-related practices collected in the survey
Central Arizona Project (2007, 2012, 2013, 2017 – 2021)	<ul style="list-style-type: none"> • Conducted a market study covering crafts and trades, administrative, technical and professional and engineering • Estimated the cost of implementing the recommended pay schedule, including recommendations regarding placement of each employee within the pay ranges • Reviewed pay practices and policies and based on best practices developed language for recommended compensation policies • Conducted an executive compensation study

Client	Scope of Services
Colorado Springs Utilities (2013, 2014, 2017 – 2020)	<ul style="list-style-type: none"> Analyzed executive positions using data collected including job specifications, FLSA designation reports, EEO demographics, and position description questionnaires Conducted a total cash compensation study for 20 executive positions and developed a new management structure Recommended adjustments to pay grades to ensure market competitiveness Provided benefits consulting services
District of Columbia Water and Sewer Authority (DC Water) (2006 – 2015, 2020)	<ul style="list-style-type: none"> Conducted joint labor-management classification study covering 700 union employees Conducted compensation market study of 200 non-union job titles and 84 union job titles Provided revised pay structure expanding number of grades
Fairfax Water, VA (2010 – 2011, 2016 – 2019)	<ul style="list-style-type: none"> Conducted an organization-wide total compensation market study covering 390 employees, including 65 benchmark job titles, eight data sources, and an comparative analysis of all benefits programs Conducted a detailed market assessment of compensation for manager and director positions and recommended revisions to performance-based pay programs; researched prevailing practices regarding pay policies and merit budgets for management-level employees Reviewed and updated personnel manual sections related to pay policies for all jobs throughout the Authority Conducted FLSA audit of selected positions; reviewed job descriptions, conducted interviews with supervisors and managers of the positions in question, and developed a report of findings and recommendations Developed minimum qualifications guidelines for all pay levels Conducted an analysis of regional trends in compensation policies and practices, including salary structure adjustments, step/merit increase budgets, health plan cost sharing, and position reductions and furloughs Conducted a market assessment for engineering and information technology positions (40 titles)
Prince William County Service Authority, VA (2013 – Current Client)	<ul style="list-style-type: none"> Conducted a salary and benefits study that compared the Authority with other peer employers as defined in the newly adopted total compensation philosophy (300 employees in about 130 job titles) Evaluated the competitiveness of the Authority's job classes from a total compensation perspective including direct compensation (both base and variable pay) as well as paid time off, health & welfare and retirement benefits Developed externally competitive and internally equitable salary recommendations for each class in order to maintain appropriate competitive position pursuant to the Authority's compensation philosophy Recommended an implementation strategy (including a financial analysis of costs and pay progression policy) and transition plan for the new salary system Presented recommendations in written report and make presentations of findings and recommendations to the Authority's management team and Board of Directors
Superior Court of California, County of Los Angeles (2020)	<ul style="list-style-type: none"> Conducted a total compensation study of the Court's attorney and law clerk job classifications covering approximately 140 attorneys and law clerks in 13 job classifications distributed to relevant peer comparators and private sector data Conducted an analysis of pay, benefits and pay policies using relevant peer comparators and private sector data Recommended salary ranges and pay grade assignments for the attorney and law clerk classifications Developed recommendations for compensation and benefits levels that are appropriate for the Court's financial goals Developed a report with our market study findings and deliver to the Court as needed Conducted a job analysis and developed recommendations for maintaining internal equity Provided assistance with implementation, including the development of employee communications

Client	Scope of Services
Santa Barbara County, CA (2016, 2018)	<ul style="list-style-type: none"> Analyzed the County's jobs and conducted employee interviews to develop a classification structure and recommend positions to classifications Conducted a compensation study for management positions covering approximately 280 staff in 15 broad leadership classifications Revise/update market study and final report
San Mateo County Transit District, CA (2016 – 2020)	<ul style="list-style-type: none"> Conducted a pay practices and compensation review for 293 employees covered by 210 job titles Conducted job analysis and reviewed the classification structure, providing information to meet FLSA, ADA, and other local, state, and federal requirements Developed a point factor job evaluation system for use in evaluating changes in position responsibility for employees and to ensure internal equity Developed a customized total compensation market survey with 100 benchmark job titles, distributed to ten (10) public sector peer employers Developed a pay schedule to cover all jobs covered by the study and recommended grade assignments for all job titles covered by the study Drafted recommended compensation policies Developed an implementation plan, including a financial analysis of costs, and guidelines for future administration Developed updated job descriptions for all positions Developed an appeals process for employees

Segal's Project Team

We bring to this project an excellent combination of skills and experience in public sector compensation, classification and performance management analysis and design.

The Segal project team consists of experienced consultants who are dedicated to meeting the needs of the District in a manner that is cost efficient, timely, and of high quality.

Staff Member	Role
Patrick Bracken, CCP	Senior Consultant, Project Manager
Greg Saylor	Senior Associate
<i>Additional Consultants and Analysts will be added to ensure timely completion of project timelines and deliverables.</i>	

Patrick Bracken, Senior Consultant has extensive experience working with unionized public sector and utility clients, including:

- Coachella Valley Water District
- D.C. Water and Sewer Authority
- Easton Utilities Commission (MD)
- Great Lakes Water Authority (MI)
- Metropolitan District Commission (CT)
- Navajo Tribal Utility Authority (AZ)
- Platte River Power Authority (CO)
- Water Replenishment Dist. of Southern CA
- West County Wastewater District
- City of San Diego
- AC Transit
- Bay Area Rapid Transit
- Golden Gate Bridge & Highway Trans. Dist.
- San Mateo County Transit District
- Southern California Regional Railway Auth.
- Victor Valley Transit Authority

We invite you to review the resume of each team member in the Appendix.

Section Three – Approach to Total Compensation Study

We understand the District's purpose of the study is to examine total compensation in comparison to the market area of similar organizations and provide equitable, competitive, and legally defensible classification and pay practices, while creating consistencies across its bargaining unit and non-represented classifications. The District is seeking the assistance of a consultant to perform a comprehensive classification and compensation study affecting approximately 76 employees covered by 51 job titles as follows:

Employee Group	Number of Classifications
• International Union of Operating Engineers, Local Union No. 12	28 Job Classifications
• Non-Represented	20 Job Classifications
• At-Will	2 Job Classifications

Our proposed work plan for this assignment includes the following steps:

- Step 1: Project Initiation
- Step 2: Classification Objectives
- Step 3: Compensation Objectives
- Step 4: Recommendations Development
- Step 5: Meet and Confer with Bargaining Unit
- Step 6: Present Final Results
- Step 7: Maintenance Program (optional)

We have described each project step in more detail below and on the following pages.

Step 1: Project Initiation

1. Initial Meeting

The first task of this project will be to meet, either on-site or via video conference (depending on current travel restrictions), with the District's Project Team and any other key advisors to the project. The purpose of the meeting is to:

- Confirm the goals and objectives of the study
- Discuss the District's current compensation and classification structures, as well as the reasons for this project
- Finalize the timeline and specific dates for deliverables
- Clarify Segal's and the District's roles in each project phase
- Clarify the bargaining units' role in each project phase
- Establish parameters and protocols for keeping the Project Team updated and informed
- Identify data or information needed to support the overall assignment

This meeting will help identify a clear project strategy that will facilitate a smooth and effective working relationship resulting in a successful outcome for the District.

2. Conduct Stakeholder Interviews

In addition to the initial meeting with the District's Project Team, we propose to conduct confidential one-on-one interviews with Management, Bargaining Unit and key stakeholders, such as Department Directors and other senior staff. The purpose of these interviews is to understand the perspective and needs of senior managers, including their opinions regarding the effectiveness of the current compensation and classification policies with regard to meeting their operational needs and staffing requirements.

For pricing purposes, we have assumed that we will be on-site one (1) day to meet with the District's Project Team and conduct stakeholder interviews. If necessary, due to current travel restrictions, Segal has the capability to conduct these meetings via video conference.

3. Employee Communication Plan

Our consulting philosophy is rooted in the notion employee communication is crucial to the success of any change to the classification and compensation systems. Therefore, it must be a critical component of the project.

The look and feel of the communications activities must fit well with the District and be consistent with the project objectives. Segal will work closely with the District to ensure that communication activities meet both of these criteria.

To ensure that all stakeholders understand the content and structure of this project, we suggest some or all of the following communications tools:

- Internal e-mail address and voice mail box that employees may use to ask questions regarding the project
- Frequently asked questions (and answers) to be posted on the District's intranet site or distributed directly to employees
- Periodic project updates to be posted on the District's intranet site or distributed directly to employees
- Talking points and summary presentations to key stakeholders

Our Expectations of the District for this Step

For the initial meeting and stakeholder interviews, we ask the District to coordinate the schedules of those who will participate, as well as provide a meeting room. In addition, we ask that the District provide the following information in electronic format:

- Salary structures
- Current personnel policy documents
- Current organization charts
- Collective bargaining agreements/Memoranda of Understanding
- Up-to-date job descriptions in Microsoft Word
- Current and accurate employee census data

Step 2: Classification Objectives

We understand the classification phase of the study will encompass a full review and analysis of the District's classification system and each position's description and structure.

To accomplish these goals we propose the following steps:

1. Develop Job Description Questionnaire

During this task, we will meet with Management and Bargaining Unit to discuss the development of a customized job description questionnaire. The information elicited from employees and supervisors in the Job Description Questionnaire (JDQ) will provide the basis for job series distinctions, internal equity determinations, development of job descriptions, and FLSA determinations.

While we customize our Job Description Questionnaires to specific client projects, we anticipate that the JDQ will include questions concerning:

- Essential duties and responsibilities
- The knowledge, skills, and abilities
- Supervisory or work leadership duties
- Minimum requirements for new employees
- Fiscal responsibilities
- Impact of action
- Use of discretion and independent judgement
- Physical requirements
- Working environment
- Supervisor's review

We will use the information collected through the Job Description Questionnaires and employee interviews to develop recommended changes to the classification structure and job descriptions, as well as to define the differences among jobs for internal equity alignment. It is important that the District's Project Team carefully review the questions and content of the draft JDQ to determine whether it meets your expectations for these outcomes.

2. Conduct Employee Presentations

Once the JDQ content is finalized, we typically conduct employee presentations to introduce the project and to explain the JDQ process. Although the District's RFP does not specifically request these presentations, we think they can be a critical aspect to ensure employees' active participation and facilitate effective and acceptable outcomes. This will be an important time to explain the project objectives and answer questions so that employees' expectations can be managed. At the same time, we will explain this study does not guarantee any pay raises or grade increases.

Due to the current restrictions for in-person meetings, we recommend conducting the employee presentations via Zoom or Teams, which would allow employees to ask questions in "real-time". Additionally, we recommend the District record the presentation and post the presentation on the District's intranet for those employees who are unable to participate in the initial presentation. Employees can submit questions to Segal via email. The presentation generally requires 1 hour of time, without questions.

3. Job Analysis

Once the JDQs have been submitted to Segal, we will analyze the District's jobs. We will review each JDQ within a job title and series and document distinguishing characteristics that define a particular job title within the job family.

4. Conduct Employee Interviews

After we have received and analyzed the completed JDQs, we recommend conducting employee interviews, either individually or in groups. The purpose of these interviews is to validate and clarify information contained.

We propose to conduct one (1) day of interviews, either on-site or via video conference. We will conduct most interviews on a group basis, with employees in the same job series or family performing similar functions and responsibilities interviewed together. However, single-incumbent jobs or highly specialized functions may require one-on-one interviews.

5. Develop and Document a Recommended Classification Structure

As the job analysis progresses, we will develop and document a recommended job classification structure for the District. This structure will contain at least the following:

- List of job titles, with titling guidelines (that is, standards for using terms such as "Coordinator," "Manager," or "Director" in job titles).
- Recommended minimum qualifications and requirements associated with each job title (such as education, experience, certifications, and licensing).
- Distinguishing characteristics among jobs within a job family or career path. For example, the key differences between a Secretary and an Administrative Assistant.

We anticipate recommending:

- Consolidation of class titles that have highly similar responsibilities and requirements.
- Development of new class titles for positions that reflect new or different roles, responsibilities, or requirements.
- Re-wording of class titles, based on standard occupational nomenclature or for clarity.

The outcome will be a recommended classification architecture that clearly defines and documents all classifications to facilitate both internal equity and external market comparisons.

6. Recommend Individual Position Assignments to Classifications

Once the revised classification structure has been reviewed and finalized, we will recommend placement of each employee within the structure, based on information collected from the JDQs and the interviews. We will identify the most appropriate match between a position's individual responsibilities and the job responsibilities described in the classification architecture.

The outcome will be a spreadsheet (based on payroll information provided by the District's Human Resources staff) that identifies each position, the incumbent employee, his/her current classification title, and our recommended classification assignment.

7. Conduct FLSA Analysis

As you know, the Fair Labor Standards Act requires that employers provide overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. The U.S. Department of Labor (DOL) Wage & Hour Division (WHD) is responsible for enforcing the FLSA and provides guidance to employers through fact sheets, opinion letters, administrator interpretations, and other documents.

The Job Description Questionnaire (JDQ) will contain targeted questions to gather detailed information on job duties that the Department of Labor has identified as key determinants of exemption status for white collar jobs, such as:

- Whether an employee “customarily and regularly exercises discretion and independent judgment.”
- Whether an employee is responsible for direct supervision of others (or whose recommendations are given “particular weight” when making personnel decisions).
- Whether the job’s primary duty meets any of the DOL’s exemption tests.

Using this information, we will apply the Department of Labor’s (DOL) “duties” tests and provide guidance to the District regarding:

1. Whether jobs should be classified as Exempt or Non-Exempt
2. If a job is Exempt, which test is applicable (Executive, Administrative, Learned Professional, Creative Professional, or Computer Professional)

Our final report will contain information on:

- Each job’s current exemption status
- Our recommended exemption status
- The applicable test(s) for those positions we think are exempt from the overtime regulations
- The rationale for our recommendations

It is important to understand, however, that our recommendations regarding FLSA exemptions do not constitute a legal opinion. Our firm does not provide legal advice to our clients. You may wish to have our recommendations reviewed by independent legal counsel.

8. Apply Segal Evaluator™ Approach (Internal Equity)

Segal has developed the **Segal Evaluator™** approach of job evaluation for clients - a systematic process which defines an easily understood system that:

- Uses specific compensable factors across all departments and positions to create an internal hierarchy of jobs
- Provides an objective quantitative approach
- Determines values for each compensable factor and calculates a total point score for each position
- Provides an organization-wide hierarchy is developed which establishes internal equity
- Complements and co-exists with a market data to structure development

Segal Evaluator™ measures eight (8) specific compensable factors regarding the characteristics about jobs such as minimum qualifications and knowledge, skill, and ability requirements that will be used to establish the District’s internal relationships.

Based on information collected through the JDQ process and employee interviews, values for each compensable factor will be determined and a total score will be calculated for each position. The total score for each job title creates a final hierarchy that reflects both sound compensation practices and the District’s collective organizational values. It is intended that this hierarchy will establish relative internal equity and that the compensation structure will be driven by market comparisons.

The outcome will be a spreadsheet that shows all job titles and our recommended pay grade level. The District can adapt, modify, and change this spreadsheet in the future as jobs are added, removed, or changed. Unless otherwise agreed to, it will be the responsibility of Human Resources to vet job evaluation scores with each respective department.

Upon completion of the project, Segal will provide the District with our Segal Evaluator™ job evaluation tool (in Excel format), **at no additional cost**. The District can continue to use the tool to adapt, modify, and change in the future as jobs are added, removed, or changed.

9. Develop Recommendations for Career Ladders

Based on the results of the job evaluation analysis and the market study, we will develop recommended career ladders within selected occupational categories. The goal of this work will be to identify and describe appropriate hierarchical job levels within a specific function that would provide promotional opportunities for employees.

Using all of the information collected and evaluated, we will then prepare options and preliminary recommendations for each job series regarding:

- Proposed number of levels within each job series
- Distinctions between the job levels (responsibilities and job content)
- Prerequisites or requirements associated with eligibility for each level in the series
- Measurements or methods used to demonstrate attainment of the requirements for each level
- Suggested rewards or recognition associated with each job level attainment, such as pay grade advancement or other remuneration

It is important to note that our firm does not design or develop skills testing instruments or similar evaluation programs. Our recommendations related to methods for demonstrating skills will be based on information gathered during the JDQ review and interviews, as well as our knowledge of the occupation and experience with other clients.

For some highly technical jobs, it may be desirable or necessary to allow career movement only when an employee has attained a required degree, certification, or license (such as a particular class of Operator license). For less technical jobs (such as customer service representatives), it may be sufficient to obtain performance observations and input from supervisors and co-workers, as well as conduct an interview with the employee to ask questions similar to what would be asked of an outside job applicant. For any type of position, it may be desirable a test that measures the applicant's general skills¹ (such as in mathematical computations, writing, reading comprehension, etc.)

In general, however, we tend to recommend a less rigid approach (for occupations that do not have government-mandated licensures or certifications) in order to allow the organization to facilitate flexible promotion or hiring decisions that take into considerations all of the tangibles and intangibles associated with identifying the right person for the job.

¹ Before employing any skills tests for existing employees or outside candidates, we suggest you seek guidance from a labor attorney to ensure the organization is not creating an artificial barrier to entry or potentially violating any equal employment regulations.

10. Update Job Descriptions

Segal understands the District would like the consultant to develop updated job descriptions that will include the following items:

- Definition of the job classification
- A complete description of the essential job functions
- Requirements of education, experience, knowledge, skills and abilities
- Supervision exercised and received with definition of lead or supervisory roles
- Working environment and/or conditions
- Licenses, certifications, driving requirements and physical requirements in compliance with the Americans with Disabilities Act (ADA)
- Appropriate exempt and non-exempt designation under the Fair Labor Standards Act (FLSA)

To support your need, we will work to determine whether you wish to maintain or modify the current format. In general, we suggest that an organization should have a consistent format for all class specifications, with an easy to read and easy to update layout, such as on the following page.

Once you have approved the basic format, we will then update the current job descriptions for all job titles using the information in the Job Description Questionnaire and employee interviews. Naturally, we will develop new specifications for any new classes that have been added to the structure because of the classification analysis.

We will deliver draft job descriptions in Microsoft Word format so that the District can review and edit the documents easily. In order to maintain a competitive price for the project, we have assumed that we will deliver draft documents and that the District's human resources staff will distribute the draft documents to department managers for their review and then human resources staff will make any edits or changes to the drafts based on this feedback.

Step 3: Compensation Objectives

We understand the District would like the consultant to conduct a classification and benefits market survey to determine the competitiveness of the District's benefit and compensation plans. The consultant will provide recommendations for implementation, maintenance and adjustments to salaries and benefits to attract and retain qualified employees.

To conduct a valid, reliable, and useful market study, we propose to take the following steps:

1. Develop a Study Methodology

We think that it is important for Segal and the Project Team to gain consensus on the overall goals and strategy regarding total compensation, including the market study. We will work with the District's Project Team to clarify and finalize the market study methodology.

For this project, we recommend conducting a custom-designed survey targeted to your public sector peer employers, while using published sources to represent private sector pay data. We recommend this for the following reasons:

- Custom surveys provide the most currently available data.
- Custom surveys allow you to target specific geographic markets, employers, and specific jobs.
- Custom surveys allow you to collect information that is not usually available in published data sources, such as scheduled salary ranges, pay supplements, compensation policies, union status, benefits, etc.
- Published sources may be the only method of gathering private sector data, since these organizations very rarely respond to market surveys from other employers.

2. Identify Benchmark Job Titles

We understand that this project covers approximately 51 job classification titles.

3. Identify Comparable Employers to Survey

The next step will be to determine the comparable employers to include in the study. Typically, these employers include public sector entities that are geographically proximate to the District and are likely to

have matching jobs. In addition, it might also include public sector employers outside of the immediate commuting area, but that are similar to the District in terms of size, scope, population, or other characteristics.

Naturally, we will discuss this list with the Project Team and make modifications as necessary. For pricing purposes, we have assumed the custom market study will be distributed to up to 10 public sector entities, and use up to three (3) published sources to represent private sector pay data.

4. Collect and Analyze the Market Data

We will also design a survey instrument for collecting the market information, which we typically develop in MS Excel. The types of information we anticipate collecting through the survey include:

- Benchmark job base pay ranges (minimum and maximum annual pay rates)
- Actual average pay rates
- Policies regarding pay progression (that is, how employees move through a pay range)
- Policies regarding adjustments to the pay schedule
- Supplemental pay practices (such as additions for special skills, bilingual pay, performance bonuses, etc.)
- Other relevant pay policies (such as hiring salary practices)

Additionally, we understand the District would like to collect the following benefits related information:

Retirement Benefits	Retiree Benefits	Active Employee Benefits (Employer/Employee Costs)
<ul style="list-style-type: none"> • Defined benefit and defined contribution plans 	<ul style="list-style-type: none"> • Health 	<ul style="list-style-type: none"> • Medical
<ul style="list-style-type: none"> • Formulas 	<ul style="list-style-type: none"> • Medical 	<ul style="list-style-type: none"> • Dental
<ul style="list-style-type: none"> • Final compensation 	<ul style="list-style-type: none"> • Dental, Vision programs 	<ul style="list-style-type: none"> • Vision
<ul style="list-style-type: none"> • Cost-sharing arrangements, etc. 	<ul style="list-style-type: none"> • Health 	<ul style="list-style-type: none"> • Drug prescription program

Paid Leave Entitlements	Additional Programs
<ul style="list-style-type: none"> • Vacation 	<ul style="list-style-type: none"> • Wellness Program
<ul style="list-style-type: none"> • Holidays 	<ul style="list-style-type: none"> • Tuition reimbursement and Training and development
<ul style="list-style-type: none"> • Personal 	
<ul style="list-style-type: none"> • Sick 	
<ul style="list-style-type: none"> • Administrative 	

We will also draft brief job summaries for each benchmark title based on the results of the classification analysis based on current job descriptions to assist the survey participants with matching jobs consistently and appropriately.

Once the Project Team has reviewed and approved the survey document, we will distribute it to the approved group of comparable employers. Respondents will return completed surveys and supplementary materials directly to Segal. We will review and validate each survey response for completeness and reasonability, and then follow up with survey participants as necessary to clarify any incomplete or inconsistent responses.

Segal will design a database to support our analysis that will become the property of the District upon completion of this project for your future analyses. We will also include any private sector data from published data sources, as applicable.

We will then analyze the survey data to determine the District's market position relative to the market average minimum, midpoint, and maximum pay rate for each benchmark job title. We then compare these averages to the District's pay ranges to determine the market position for each job title and occupational

group. Based on industry standards that align with federal antitrust/safe harbor guidelines, benchmarks that receive less than five (5) total responses will not be included in our final report.

To the extent that different employer groups or industry sectors are included in the study, we will segment our findings accordingly. In addition, if applicable, we will geographically adjust market data for respondents outside of the metro area, using current cost of labor differentials from ERI Geographic Assessor.

Our report will include summary tables, samples can be found in the Appendices.

5. Determine Total Compensation Market Position

We will then determine the District's total compensation market position. This involves identifying each employer's annual cost for providing medical and other health related benefits, as well as retirement programs. We will compare the District's total compensation costs to the market average. A sample table can be found in the appendices.

6. Prepare a Report of Our Findings

Once all data have been collected, reviewed, and analyzed, we will prepare a report detailing our methodology and findings. The report will include at least the following items:

- An Executive Summary, briefly describing our key findings
- A description of the study objectives and methodology
- The District's competitive market position for pay, applicable to each benchmark job title and job family
- The prevailing policies regarding pay progression, supplemental pay, and other compensation-related practices collected in the survey
- Appendices showing detailed information collected for the market study
- Paid time off policies for each surveyed employer
- The prevalence and cost-sharing arrangements for medical coverage, supplemental benefits, and retirement plans among the surveyed employers
- The District's total compensation market position

Step 4: Recommendations Development

Based on the findings of the salary and benefits market study Segal will:

1. Design a Recommended Salary Schedule

Once the market study report has been finalized, with the guidance of the Project Team, Segal will develop recommended new salary structures that are consistent with the market findings and the District's pay philosophy.

We anticipate that the pay schedule will consist of pay grades with minimum, midpoint, and maximum pay rates. Typically, we construct pay schedules to have consistent intervals between grades (usually 5% to 10%) as well as consistent range widths (typically 40% to 60%). The pay structure may include either steps or open ranges depending on the pay philosophy of the District. We will work with the District's Project Team to determine the most appropriate structure for your organization.

2. Recommend Pay Grade Assignments

We will then recommend grade assignments for all jobs covered by the study. First, we will recommend grade assignments for benchmark jobs based on the market study findings. Typically, our goal is to identify the grade that is within 5% of the market average at the midpoint.

Next, we will recommend grade assignments for non-benchmark jobs using the results of the classification analysis and **Segal Evaluator™** approach developed in Step 2. Our recommendations will be based on job content similarities and differences that were identified in the classification structure and **Segal Evaluator™** approach, such as minimum qualifications, scope of responsibilities, supervisory role, and other considerations.

Last, we will review the grade assignments with the Project Team, highlighting situations that represent significant change from the current pay relationships. Once you have had an opportunity to review and

internally vet the recommendations, we will finalize the grade assignments as part of our final recommendations.

Our goal will be to ensure the new system 1) is market based, 2) considers the comparable worth based on job duties and competencies, and 3) is easily understood and used by managers and employees.

3. Determine Cost Impact

We will estimate the annualized cost of implementing the new/revised classification structure and pay scales.

This will require determining rules for placing current employees within the new pay ranges. While the prior steps determined the grade assignment for each position, this step involves determining each employee's salary within the assigned grade of the revised pay structure on the day of implementation.

We will work with you to determine the placement criteria. These criteria could include factors such as:

- Time the employee has been in the position
- Time the employee has worked for the District
- Current position in the salary range
- Desired market position for individual salaries
- Internal equity and pay compression considerations
- Results of recent performance appraisals

Based on the guidance of the Project Team regarding these criteria, we will identify each employee's recommended salary within the applicable pay range and will then determine the first year annual cost of implementing the new classification structure and pay schedule.

Since we understand that successful implementation may depend heavily on the cost of implementation, our recommendations include two costing models for the District's consideration. Depending on the needs of the District, each model may reflect the following variables:

- Changes to the classification structure and its impact on individual employees
- Other factors that may impact placement of employees into the new pay structure such as:
 - Pay compression
 - Changes in the design of the pay structure(s) (e.g. number of grades, range width of each grade as well as minimum and maximum values)
 - Timing of implementation

Each model will be constructed to provide the District with the ability to conduct sensitivity analysis (changes to the variables) independent of Segal.

4. Assist with Implementation

Our extensive work with the public sector makes us sensitive to the importance of planning for adequate input (and in some cases formal approval) by a variety of stakeholders such as employee groups, department directors, senior executives, elected officials, and others that could include such activities as the following:

- Developing an implementation schedule that takes into consideration potential phased approaches, based on the District's operational priorities, culture, and availability of funding
- Drafting a check list of the items that will need to be addressed prior to implementing the recommended changes
- Assisting the District with supporting or defending the study results and recommendations with key stakeholders or officials
- Preparing presentation materials for decision makers
- Assisting with developing employee communication materials
- Plan for keeping the compensation study up-to-date by means of periodic market studies including suggested timelines and classifications that could be designated for benchmarking
- Provide a training session with the District's Human Resources staff to transfer the tools, methodologies, and recommendations - including a description of the analytic processes that we used to conduct the study, as well as assistance with defining the operational needs that result from the potential changes in policy

Because it is difficult to predict with any certainty exactly what kind of implementation assistance will be required for this project, our fee assumes one day, on-site, of consulting time.

Step 5: Meet and Confer with the Bargaining Unit

Perhaps the greatest value Segal brings to the District is its unique expertise in supporting public sector collective bargaining. Our firm's Practice is dedicated to the compensation and collective bargaining needs of our government clients.

Segal, in collaboration with HR will meet and confer with the bargaining unit to review adjustments to the current salary schedule.

Step 6: Present Final Results to the District

We anticipate presenting the final results to District's Board of Directors. While it is difficult to anticipate at this time the exact nature of this presentation, our price proposal assumes we will develop and deliver one on-site presentation that will contain at least the following elements:

- Background and reasons for the project
- Objectives and goals of the project
- Methodology used to conduct our analysis
- Key findings and outcomes
- Our recommendations, including potential implications of those recommendations

We will draft the presentation for the Project Team's review, and then will finalize the document based on your comments and input. We anticipate that a senior member of Segal' Team will deliver the presentation, in conjunction with a senior member of the District's Project Team.

Step 7: Maintenance Program (optional)

At the District's discretion, the Consultant may be asked to develop and recommend a classification maintenance program to review, analyze and evaluate (including pay grade recommendation), new or revised job descriptions on an annual basis.

Project Timeline

We understand that the District anticipates beginning this project in September, 2021, with final recommendations to be presented no later than March, 2022. Our proposed timeline below is consistent with that goal.

Please note: Segal is unable to begin any project without a signed contract from the District.

ANTICIPATED TIMELINE IN MONTHS

Step	1	2	3	4	5	6	7
Step 1: Project Initiation	■						
Step 2: Classification Objectives		■	■	■			
Step 3: Compensation Objectives				■	■	■	
Step 4: Recommendations Development						■	■
Step 5: Meet and Confer with Bargaining Unit							■
Step 6: Present Final Results							■
Step 7: Maintenance Program (Optional)							■

Cost Proposal

Segal is fully aware of the sensitivity of budget allocations for public sector employers. We believe that you will find our approach focused toward achieving the District's objectives in the most cost-effective manner consistent with quality, accuracy, and timeliness.

Project Step	Fixed Fee
Step 1: Project Initiation Assumes we will meet via video-conference with the District's Project Team and conduct stakeholder interviews, as well as time associated with learning about the District's current compensation and classification structures, policies, and practices. Develop communication plan.	\$2,500
Step 2: Classification Objectives Assumes the following: <ul style="list-style-type: none"> • Meet with Management and Bargaining Unit to review Job Description Questionnaire content • Develop one customized Job Description Questionnaire • Analyze 51 current job titles covering 76 employees • Conduct employee presentations via recorded video-conference • Conduct up to one (1) day of employee interviews • Develop a recommended classification structure (one draft, one final) • Recommend assignments of individual positions to job titles • Recommend FLSA exemption status of all titles • Apply Segal Evaluator™ job evaluation approach • Develop Recommendations for Career Ladders • Draft job descriptions for all recommended job titles 	\$25,000
Step 3: Compensation Objectives (Total Compensation Market Study) Assumes the following: <ul style="list-style-type: none"> • Develop a customized total compensation market survey document with up to 51 benchmark job titles, to be distributed to no more than 10 public sector peer employers, as well as the use of up to three (3) published data sources to represent the private sector market • One draft and one final report of the market study findings 	\$44,000
Step 4: Recommendations Development Assumes the following: <ul style="list-style-type: none"> • Develop pay schedule(s) to cover all jobs covered by the study • Recommend grade assignments for all job titles covered by the study • Determine Cost Impact • Assist with implementation and conduct training session with Human Resources staff (up to eight (8) hours) 	\$10,000
Step 5: Meet and Confer with the Bargaining Unit Assumes the following: <ul style="list-style-type: none"> • Up to 8 hours of Segal consulting time with HR and Union leadership 	\$3,500
Step 6: Present Final Results to the District Assumes we develop and deliver one presentation, either on-site or via video conference, to the District's Board of Directors	\$5,000
Step 7: Maintenance Program (optional) Assumes the following: <ul style="list-style-type: none"> • Up to 10 hours developing a written guide to maintaining study materials 	Based on Hourly Rates
TOTAL FIXED FEE	\$90,000

The proposed fee includes charges for all professional, analytic, and administrative services, as well as all expenses associated with materials, supplies, overhead, and travel for all tasks outlined in this proposal except as otherwise noted.

Our total fixed fee will be billed at the end of each month in 6 equal invoices for \$14,000 and a final invoice for \$6,000 upon completion of the project.

Please note: if the information in the census file is inaccurate additional hourly fees may be charged for data correction and preparation.

Travel expenses for meetings scheduled less than one week in advance will be charged additionally. If a scheduled meeting is cancelled by the client, any non-refundable travel expenses will be billed to the client at cost.

To the extent our proposed scope and fees differ from your needs or the level of effort described in other proposals you may receive, Segal is prepared to discuss alternatives to the fees stipulated in our proposal.

Staff Member	Title/Role	2021 Hourly Rate
Patrick Bracken	Vice President, Project Manager	\$400
Greg Saylor	Senior Associate	\$250
Renee Grasso	Associate	\$225

For your convenience, invoices can be paid by wire transfer. Please see the following information included below.

By Wire Transfer
JP MORGAN/CHASE BANK Acct Name: THE SEGAL COMPANY (WESTERNSTATES) INC. Acct Type: CHECKING Acct #: 1440-74105 ABA #: 021000021
Please reference client name and invoice.

Section Four – References

Coachella Valley Water District, CA
75515 Hovley Lane East
Palm Desert, CA 92211
Ms. Heidi Keeran
Director of Human Resources
(760) 398-2651
hkeeran@cvwd.org

- Conducted salary market study for 100 benchmark job titles covering approximately 520 employees
- Developed a Performance Management System including philosophy, customized appraisal forms, develop competencies and performance behaviors; a training manual for Managers/Supervisors and conducted onsite training
- Developed updated pay schedules and recommended grade assignments for all positions
- *Dates of Service: 2015 – 2016*

West County Wastewater District, CA
2910 Hilltop Drive
Richmond, CA 94806
Ms. Deborah Muchmore
Lead Human Resources Advisor
Regional Government Services
(650) 587-7317

- Conducted a pay and benefits study with 43 benchmark job titles, distributed to 8 public sector peer employers
- Determined the District's competitive market position for pay, applicable to each benchmark job title and job family
- Provide information regarding the prevailing policies for pay progression, supplemental pay, and other compensation-related practices collected in the survey
- *Dates of Services: 2018*

Colorado Springs Utilities
111 S. Cascade Avenue
Colorado Springs, CO 80903
Ms. Marcy Hudson
Human Resources Manager
(719) 668-7526
mhudson@csu.org

- Analyzed executive positions using data collected including job specifications, FLSA designation reports, EEO demographics, and position description questionnaires
- Conducted a total cash compensation study for 20 executive positions and developed a new management structure
- Recommended adjustments to pay grades to ensure market competitiveness
- *Dates of Services: 2013, 2014, 2017*

Central Arizona Project
23636 N. Seventh St.
Phoenix, AZ 85024
Ms. Mary Ann Ruzich
(623) 869-2371
mruzich@cap-az.com

- Conducted a market study covering crafts and trades, administrative, technical and professional and engineering
- Estimated the cost of implementing the recommended pay schedule, including recommendations regarding placement of each employee within the pay ranges
- Reviewed pay practices and policies and based on best practices developed language for recommended compensation policies
- Conducted an executive compensation study
- *Dates of Services: 2007, 2012 and 2013, 2017 - 2021*

Prince William County Service Authority, VA
4 County Complex Ct.
Woodbridge, VA 22192
Ms. Theresa O'Quinn
Director of Human Resources
(703) 335-7900
toquinn@pwcsa.org

- Conducted a salary and benefits study that compared the Authority with other peer employers as defined in the newly adopted total compensation philosophy (300 employees in about 130 job titles)
- Evaluated the competitiveness of the Authority's job classes from a total compensation perspective including direct compensation (both base and variable pay) as well as paid time off, health & welfare and retirement benefits
- Developed externally competitive and internally equitable salary recommendations for each class in order to maintain appropriate competitive position pursuant to the Authority's compensation philosophy
- Recommended an implementation strategy (including a financial analysis of costs and pay progression policy) and transition plan for the new salary system
- Presented recommendations in written report and make presentations of findings and recommendations to the Authority's management team and Board of Directors
- *Dates of Services: 2013 – Current Client*

Required Forms

Attached are the following completed forms, as required by the RFP:

- References (Exhibit A)
- List of Subcontractors (Exhibit B)
- Vendor Business Information (Exhibit C)
- Fee Proposal (Exhibit D)
- Additions, Deletions and/or Exceptions (Exhibit E)

Appendices

- A. Segal Project Team Biographies
- B. Segal Client List
- C. Sample Work Products
- D. Exceptions to Terms and Conditions

Patrick Bracken, CCP

Vice President

Project Role: Senior Consultant, Project Manager

Expertise

Mr. Bracken has more than 14 years of experience in coordinating and conducting total compensation studies, classification structure re-design, and economic analysis. Mr. Bracken specializes at working with unionized, utility, and transit organizations.

Clients

Federal Agencies

Administrative Office of the U.S. Courts

States, Agencies, and Retirement Systems

ACS State and Local Solutions

Government of the District of Columbia

Commonwealth of Massachusetts:

Bay Transportation Authority

Department of Transportation

Jacksonville Police and Fire Pension Fund

State of Alabama, Dept. of Mental Health

State of Alaska

State of Illinois Municipal Retirement Fund

State of Washington

Court Systems

Commonwealth of Massachusetts Trial Court

Counties

Anne Arundel County (MD)

City/County of Denver (CO)

Fairfax County (VA)

Forsyth County (GA)

Los Alamos County (NM)

Mohave County (AZ)

Shelby County (TN)

Municipalities

City of Alexandria (VA)

City of Aurora (CO)

City of Bristol (CT)

City of Kansas City (MO)

City of Middletown (CT)

City of New Bedford (MA)

City of San Diego (CA)

City of San Marcos (TX)

City of Wethersfield (CT)

City of Wilmington (DE)

Higher Education

George Mason University (VA)

K-12 School Districts

Adams 12 Five Star School District (CO)

Arlington Public Schools (VA)

Boulder Valley School District (CO)

Denver Public Schools (CO)

Jefferson County Public Schools (CO)

Lafayette Parish School System (LA)

Springfield Public Schools (MA)

Transportation

AC Transit (CA)

Alaska Railroad Corporation

Bay Area Rapid Transit (CA)

Ben Franklin Transit (WA)

Central Ohio Transit Authority

Golden Gate Bridge & Highway Trans. Dist. (CA)

Indianapolis Public Transportation (IN)

Jacksonville Transportation Authority (FL)

Lehigh Northampton Airport Authority (PA)

Metro St. Louis (MO)

Milwaukee County Transportation Authority (WI)

New Jersey Turnpike Authority

PACE Suburban Bus Service (IL)

Pierce Transit (WA)

San Mateo County Transit District (CA)

Southern California Regional Railway Auth.

Transit Management of Washoe County (NV)

Upper Occoquan Service Authority (VA)

Victor Valley Transit Authority (CA)

Washington Metropolitan Area Transit Authority (DC)

Other Clients

AFSCME Council 4

Cuyahoga Library District (OH)

Henry M Jackson Foundation for the Advancement of Military

IAM National Pension Fund

National Railway Labor Conference

Northern Virginia Regional Park Authority

Philadelphia Firefighters Local 22

Utilities and Water Authorities

Coachella Valley Water District (CA)

D.C. Water and Sewer Authority

Easton Utilities Commission (MD)

Great Lakes Water Authority (MI)

Metropolitan District Commission (CT)

Navajo Tribal Utility Authority (AZ)

Platte River Power Authority (CO)

Water Replenishment Dist. of Southern CA

West County Wastewater District (CA)

Professional Background

Mr. Bracken was previously employed by The Labor Bureau, Inc. an economics-consulting firm, where he conducted financial analysis and economic research in support of transportation unions' negotiations and interest arbitrations.

Education/Professional Designations

Mr. Bracken graduated from Cornell University with a B.S. in Industrial and Labor Relations, and has a Master's Degree in Economics from The American University. He is a member of WorldatWork and the International Personnel Management Association – Human Resources (IPMA-HR). He is a Certified Compensation Professional (CCP).

Patrick Bracken, Vice President

pbracken@segalco.com

202.833.6452

segalco.com

Greg Saylor

Senior Associate

Project Role: Senior Compensation Analyst

Expertise

Mr. Saylor is a Senior Associate who joined Segal's Washington, D.C. office in May 2016, with three years of consulting experience. He analyzes client data to provide meaningful insights for clients, with work that includes market studies, job classification/job analysis and job description development.

Clients

States, Agencies, and Retirement Systems

State of Maine
State of Washington, Corrections Department
State of Maryland, Fire & Rescue Institute

Court Systems

State of California Superior Court, County of
Los Angeles
Commonwealth of Massachusetts Trial Court

Counties

Frederick County (MD)
Stafford County (VA)

Municipalities

Charter Township of Bloomfield (MI)
City of Alexandria (VA)
City/County of Denver (CO)
City of Manassas (VA)
City of Pittsburgh (PA)

K-12 School Districts

Adams 12 Five Star School District (CO)
Prince William County Public Schools (VA)

Utilities and Water Authorities

Great Lakes Water Authority (MI)

Higher Education

Delaware County Community College (PA)
Montgomery College (MD)

Transportation

AC Transit (CA)
Bay Area Rapid Transit District (CA)
Ben Franklin Transit (WA)
City of Austin – Transportation Dept. (TX)
Denton County Transportation Authority (TX)
Milwaukee County Transportation Auth. (WI)
National Railway Labor Commission
PACE Suburban Bus Service (IL)
San Mateo County Transit District (CA)
Southern California Regional Rail Authority (CA)
Washington Metropolitan Area Transit Authority (DC)

Other Clients

Brown University Library (RI)
Sentinel Transportation, LLC

Professional Background

Prior to Segal, Mr. Saylor worked as an Associate Consultant for HR Consultants, Inc., a Johnstown, PA-based human resource and management consulting firm. In his role, he worked with both private and public sector clients from many industries, including the financial, manufacturing, professional services and nonprofit industries.

Mr. Saylor has worked on a wide range of human resources and analytical projects, including job analysis, job evaluation, market analysis, compensation design, employee handbook/policy development, executive recruiting, affirmative action plan development and review, training development, and workplace investigations.

Education/Professional Designations

Mr. Saylor holds a BA from Shippensburg University with a dual major in Management, with a Human Resource Concentration, and Marketing. He is a member of WorldatWork and is in process of attaining his Certified Compensation Professional (CCP) designation.

Greg Saylor, Senior Associate

gsaylor@segalco.com

202.833.6421

segalco.com

Appendix B
Segal Client List

States, Agencies, Retirement Systems

State of Alabama
 State of Alaska
 State of Arizona
 Central Arizona Fire and Medical Authority
 State of Colorado
 Division of Human Resources
 District of Columbia
 State of Delaware
 State of Georgia:
 Department of Audits & Accts
 Merit System
 State of Illinois:
 Board of Education
 Teachers' Retirement System
 Universities Retirement System
 State of Iowa
 State of Maryland:
 Department of Budget & Management
 Department of Mental Health
 Commonwealth of Massachusetts:
 Bay Transportation Authority
 Department of Transportation
 School Building Authority
 State Lottery
 Treasurer & Receiver
 Teachers' Retirement System
 State of Maine
 State of Minnesota Public Safety
 Commission
 State of New Hampshire (DAS)
 State of North Carolina Education Lottery
 State of Ohio Public Employees Retirement
 System
 State of Oregon:
 Legislative Assembly
 Lottery
 State of Rhode Island
 State of Texas Employees Retirement
 System
 State of Washington

Court Systems

Administrative Office of the U.S. Courts
 State of California Superior Court, County of
 Los Angeles
 State of Colorado Judicial Branch
 State of Maine Judiciary
 State of Maryland Judiciary
 Commonwealth of Massachusetts Trial Court
 State of Minnesota Judiciary
 State of New Hampshire Judicial Branch
 State of New Jersey Judiciary
 State of Ohio Supreme Court
 State of Vermont Judiciary

Counties

Albemarle County (VA)
 Anderson County (SC)
 Anne Arundel County (MD)

Arlington County (VA)
 Barry County (MI)
 Bay County (MI)
 Boulder County (CO)
 Campbell County (WY)
 City/County of Denver (CO)
 Coconino County (AZ)
 Deschutes County (OR)
 Fairfax County (VA)
 Forsyth County (GA)
 Frederick County, (MD)
 Harris County Appraisal District (TX)
 Inyo County (CA)
 Isabella County (MI)
 Jackson County (TX)
 Jefferson Parish, (LA)
 Johnson County (TX)
 Kenosha County (WI)
 Lake County (IL)
 Laramie County (WY)
 Laramie County Library System (WY)
 Las Vegas – Clark County Library (NV)
 Lexington County (SC)
 Lincoln County (SD)
 Los Alamos County (NM)
 Macomb County (MI)
 Minnehaha County (SD)
 Mohave County (AZ)
 Oakland County (MI)
 Pierce County (WA)
 Pinal County (AZ)
 Pinellas County, (FL)
 Prince George's County (MD)
 Prince William County (VA)
 Santa Barbara County (CA)
 Seminole County (FL)
 Shelby County (TN)
 Smith County (TX)
 Spotsylvania County (VA)
 Stafford County (VA)
 Washington County (WI)
 Waukesha County (WI)
 Webb County (TX)

Municipalities

City of Albuquerque (NM)
 City of Alexandria, (VA)
 City of Asheville (NC)
 City of Aurora (CO)
 City of Austin (TX)
 City of Avondale (AZ)
 City of Baltimore (MD)
 City of Boston (MA)
 City of Bowie (MD)
 City of Bristol (CT)
 City of Bryan (TX)
 City of Cape Coral (FL)
 City of Carlsbad (CA)
 City of Carrollton (TX)
 City of Cedar Rapids (IA)

City of Chandler (AZ)
 City of Charlotte, (NC)
 City of College Station (TX)
 City of Dover (DE)
 City of Fort Lauderdale (FL)
 City of Fort Worth (TX)
 City of Gaithersburg (MD)
 City of Garland (TX)
 City of Glendale (AZ)
 City of Goleta (CA)
 City of Goodyear (AZ)
 City of Grand Rapids (MI)
 City of Greenville (NC)
 City of Greenville (SC)
 City of Henderson (NV)
 City of Hollywood (FL)
 City of Houston (TX)
 City of Kansas City (MO)
 City of Knoxville (TN)
 City of Lansing (MI)
 City of Las Vegas (NV)
 City of League City (TX)
 City of Livermore (CA)
 City of Manassas (VA)
 City of Maricopa (AZ)
 City of Middletown (CT)
 City of New Bedford (MA)
 City of North Kansas City (MO)
 City of Olathe (KS)
 City of Palo Alto (CA)
 City of Phoenix (AZ)
 City of Pittsburgh (PA)
 City of Prescott (AZ)
 City of Raleigh (NC)
 City of Rehoboth Beach (DE)
 City of Richmond (CA)
 City of Salem (VA)
 City of San Antonio (TX)
 City of San Diego (CA)
 City of San Marcos (CA)
 City of San Marcos (TX)
 City of Santa Cruz (CA)
 City of Santa Monica (CA)
 City of Seaford, (DE)
 City of Seattle (WA)
 City of Sedona (AZ)
 City of Sierra Vista (AZ)
 City of Sioux Falls (SD)
 City of Solon (OH)
 City of Surprise (AZ)
 City of Wilmington (DE)
 City of Wylie (TX)
 Bloomfield Township, (MI)
 Terrebonne Parish (LA)
 Terrebonne Parish, (LA)
 Town of Acton (MA)
 Town of Buckeye (AZ)
 Town of Millsboro (DE)
 Town of Ocean City (MD)

Transportation Systems

Alaska Railroad Corporation
 AC Transit (CA)
 Bay Area Rapid Transit (CA)
 Ben Franklin Transit (WA)
 Bishop International Airport Authority (MI)
 City of Austin – Transportation Dept. (TX)
 Central Ohio Transit Authority (OH)
 C-TRAN (WA)
 Columbus Regional Airport Authority (OH)
 Denton County Transportation Authority (TX)
 Denver Regional Transit District (CO)
 Des Moines Area Regional Transit (IA)
 Fort Wayne-Allen County Airport Authority
 Golden Gate Bridge and Highway
 Transportation District (CA)
 Harris County Transportation Authority (TX)
 Hillsborough Area Regional Transit (FL)
 Indianapolis Public Transportation (IN)
 Jacksonville Aviation Authority (FL)
 Jacksonville Transportation Authority (FL)
 Kansas City Area Transit Authority (MO)
 Kenton County Airport Board (KY)
 Lehigh Northampton Airport Authority (PA)
 Lincoln Airport Authority (NE)
 Maryland Transit Administration
 Metro St. Louis (MO)
 Metropolitan Atlanta Rapid Transit Authority
 Metropolitan Nashville Airport Auth. (TN)
 Milwaukee County Transportation Auth. (WI)
 National Railway Labor Commission
 New Jersey Turnpike Authority
 Northern Arizona Intergovernmental
 Transportation Authority
 Orange County Transportation Authority (CA)
 Pace, Suburban Bus Division of the RTA (IL)
 Pierce Transit (WA)
 Port Authority of Allegheny County (PA)
 Port of Houston Authority (TX)
 Raleigh-Durham Airport Authority (NC)
 San Mateo County Transit (CA)
 Southern California Regional Rail Authority
 Transit Management of Southeast Louisiana
 Transit Management of Washoe County (NV)
 Valley Metro/RPTA (AZ)
 Victor Valley Transit Authority (CA)
 Virginia Railway Express
 Washington DC Metropolitan Area Transit
 Authority

Utilities and Water Authorities

Birmingham Water Works Board (AL)
 Castaic Lake Water Authority (CA)
 Central Arizona Project (AZ)
 City of Austin – Austin Energy (TX)
 Coachella Valley Water District (CA)
 Colorado Springs Utilities
 Columbus Water Works (GA)
 Denver Water (CO)
 Des Moines Water Works (IA)
 D.C. Water & Sewer Authority
 Easton Utilities Commission (MD)
 Fairfax Water (VA)
 Great Lakes Water Authority (MI)
 Greenville Electric Utility System (TX)
 Greenville Utilities Commission (NC)
 Guadalupe-Blanco River Authority (TX)
 Kerrville Public Utilities Board (TX)
 Loudoun Water (VA)
 Metropolitan District Commission (CT)
 Navajo Tribal Utility Authority (AZ)
 New Braunfels Utilities (TX)
 Orange County Public Utilities (FL)
 Platte River Power Authority (CO)
 Prince William County Service Authority (VA)
 Raleigh Public Utilities District (NC)
 Texas Municipal Power Authority
 Toho Water Authority (FL)
 Trophy Club Municipal Utility District (TX)
 Upper Occoquan Service Authority (VA)
 Water Replenishment District of Southern
 California
 West County Wastewater District (CA)

Other Clients

Baltimore County Public Library (MD)
 Bexar County Juvenile Probation Department
 CareerSource of Palm Beach County (FL)
 Center for Health Care Services of Bexar
 County (TX)
 Clearview Library District (CO)
 Columbus Metropolitan Library (OH)
 Cuyahoga Library District (OH)
 Fort Bend Central Appraisal District (TX)
 Greater Vallejo Recreation District, (CA)
 King County Housing Authority (WA)
 Minnehaha County Deputies Association (SD)
 Northern California UFCW
 Northern Virginia Regional Park Authority
 Orleans Parish Sheriff's Office (LA)
 San Antonio Housing Authority (TX)
 Santa Monica Libraries (CA)
 Southeast Michigan Council of Governments
 Southern California Association of Governments
 Spokane Regional Health District (WA)
 Teachers Retirement System of Illinois
 Timberland Regional Library (WA)
 U.S. Office of Personnel Management

Public School Districts

ABC Unified School District (CA)
 Adams 12 Five Star School District (CO)
 Alexandria City Public Schools (VA)
 Arlington Public Schools (VA)
 Boulder Valley School District (CO)
 Chesterfield County Public Schools (VA)
 Denver Public Schools (CO)
 East Baton Rouge Parish School System (LA)
 Fairfax County Public Schools (VA)
 Frederick County Public Schools (MD)
 Lafayette Parish School System (LA)
 Loudoun County Public Schools (VA)
 Norfolk Public Schools (VA)
 Prince George's Co Public Schools (MD)
 Prince William Co Public Schools (VA)
 Spokane Public Schools (WA)
 Springfield Public Schools (MA)
 Stafford County Public Schools (VA)
 Virginia Beach City Public Schools (VA)

Public Sector Higher Education

Bunker Hill Community College (MA)
 Butler Community College (KS)
 Central Piedmont Community College (NC)
 Central New Mexico Community College
 College of the Mainland (TX)
 Collin County Community College (TX)
 Colorado Community College System
 Community College of Philadelphia (PA)
 Community College System of New
 Hampshire
 Delaware County Community College (PA)
 George Mason University (VA)
 Grand Rapids Community College (MI)
 James Madison University (VA)
 Maricopa County Community College (AZ)
 Milwaukee Area Technical College (WI)
 Morehead State University (KY)
 Montgomery College (MD)
 Mott Community College (MI)
 Northern Virginia Community College
 Northern Wyoming Community College
 Palomar College (CA)
 Parkland College (IL)
 Portland Community College (OR)
 Radford University (VA)
 Texas A&M University Libraries
 Thomas Edison State College (NJ)
 University of Connecticut
 University of the District of Columbia
 Virginia Community College System
 Yavapai Community College (AZ)

Appendix C
Sample Work Products

Example of Job Analysis Workbook

Segal Recommended Job Title	JE Grade	JE Points	Formal Education	Work Experience	Management & Supervision	Human Collaboration	Freedom to Act/Impact of Actions	Knowledge & Skills	Fiscal Responsibility	Working Conditions & Physical Effort
Senior Management Analyst	111	643	Bachelor's Degree	3 to 5 years experience	Supervising semi complex work	Policy recommendations with moderate impact	Limited direction with moderate impact	Moderate skills and comprehensive application	Moderate fiscal responsibility	Good conditions with occasional physical effort
Management Analyst	109	509	Bachelor's Degree	1 to 3 years experience	Occasional direction of semi complex work	Policy recommendations with moderate impact	General direction with moderate impact	Moderate skills and advanced application	Moderate fiscal responsibility	Good conditions with little physical effort
Management Assistant	108	458	Bachelor's Degree	Up to 1 year experience	None	Negotiating interaction with moderate impact	General direction with moderate impact	Advanced skills and standard application	Limited fiscal responsibility	Good conditions with little physical effort
Senior Administrative Assistant	107	436	6 months + training beyond High School	3 to 5 years experience	Lead worker of semi complex work	Negotiating interaction with moderate impact	General direction with moderate impact	Standard skills and comprehensive application	Limited fiscal responsibility	Good conditions with little physical effort
Administrative Assistant III	105	360	6 months + training beyond High School	3 to 5 years experience	Occasional direction of semi complex work	Negotiating interaction with moderate impact	Procedural direction with moderate impact	Standard skills and advanced application	Limited fiscal responsibility	Good conditions with little physical effort
Administrative Assistant II	103	293	High School diploma or equivalency	1 to 3 years experience	Occasional direction of semi complex work	Advising interaction with moderate impact	Procedural direction with moderate impact	Standard skills and advanced application	Limited fiscal responsibility	Good conditions with little physical effort
Administrative Assistant I	101	194	High School diploma or equivalency	Up to 1 year experience	None	Advising interaction with moderate impact	Immediate direction with moderate impact	Standard skills and application	None	Good conditions with little physical effort

Sample Job Description

Classification Title	Accountant
Job Code	
FLSA Status	Exempt
Pay Grade	

GENERAL SUMMARY

Maintains payroll related accounts, including reconciliations and balancing. Prepares payroll reports, processes payroll interfaces and books payroll related accounting entries to general ledger. Etc...

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Performs payroll processing, including creating pay run IDs, performing payroll calculation validations, sending out payroll variance report and processing interfaces between systems.
- Etc...

MINIMUM ENTRANCE QUALIFICATIONS

Education and Experience

- A Bachelor's Degree from an accredited college or university in Accounting, Finance, Business Administration or a related field
- At least two years of increasingly responsible accounting experience.
- Any equivalent combination of training, education, and experience that provides the required skills, knowledge and abilities

Licenses or Certifications

- Possession of (or ability to obtain within 1 month of hire) a standard driver license

OTHER JOB REQUIREMENTS

None.

PREFERRED QUALIFICATIONS

None.

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- Basic accounting and auditing principles and practices.
- Principles and practices of financial record keeping and reporting.
- Etc...

Skill in:

- Providing customer service.
- Accuracy and attention to detail.

Ability to:

- Communicate clearly and effectively, both orally and in writing.
- Calculate taxes and other pretax deductions.
- Etc...

WORK ENVIRONMENT/CONDITIONS

The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment			x
Etc.	x		
Exposures	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are rude or irate	x		
Etc.	x		

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position is generally sedentary. Employees sit most of the time, but may walk or stand for brief periods of time.

Date created:	02/18/19
Dates revised:	

Example Client Market Position by Sector – Pay Only

Market Sector	Client Pay Ranges as a Percent of the Market Average		
	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Public Sector	106%	101%	97%
Private Sector	83%	80%	75%
Overall	100%	95%	90%

Figures shown in **red** are below market (less than 95% of the market average)

Figures shown in **black** within the market range (95% to 105% of the market average)

Figures shown in **blue** are above market (more than 105% of the market average)

Example Client Market Position by Data Source – Pay Only

Public Sector Peer Employer	# of Job Matches	Client as a Percent of the Average		
		Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Peer Organization Name	46	97%	98%	99%
Peer Organization Name	55	100%	99%	99%
Peer Organization Name	57	102%	99%	97%
Peer Organization Name	58	116%	108%	102%
Peer Organization Name	59	97%	98%	98%
Peer Organization Name	48	124%	104%	93%
Peer Organization Name	56	101%	95%	90%
Peer Organization Name	30	113%	107%	103%
Peer Organization Name	54	90%	89%	88%
Peer Organization Name	46	121%	116%	112%
Peer Organization Name	48	90%	92%	92%
Peer Organization Name	39	108%	99%	95%
Private Sector Data Source				
Data source	24	67%	58%	50%
Data source	10	91%	82%	70%
Data source	49	73%	68%	62%
Overall		99%	94%	89%

Figures shown in **red** are below market (less than 95% of the market average)

Figures shown in **black** within the market range (95% to 105% of the market average)

Figures shown in **blue** are above market (more than 105% of the market average)

Example Client Overall Market Position by Benchmark Job Titles Pay Only

		Client as a % of the Overall Market Average		
Job Family and Benchmark Title	# of Matches	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Accounting/Finance/Business				
Account Clerk II	12	92%	88%	85%
Payroll Coordinator	12	113%	103%	96%
Senior Buyer	13	113%	110%	107%
Senior Financial Analyst	12	102%	97%	93%
Buildings and Facilities				
Maintenance Mechanic II	13	94%	91%	88%
Building Operations Supervisor	13	114%	110%	106%
Building Operations Manager	13	116%	109%	102%
Emergency Communications				
Telecommunicator	8	115%	103%	94%
Communications Center Supervisor	8	107%	98%	91%
Radio Communications Technician	8	106%	104%	102%
Engineering				
Senior Engineering Technician	11	102%	100%	98%
Senior Civil Engineer	12	96%	91%	87%
Engineering Services Manager	13	95%	88%	82%
Fleet Maintenance				
Mechanic	12	100%	93%	87%
Fleet Manager	9	112%	104%	98%
Health Care				
Psychiatric Technician	14	101%	103%	103%
Registered Dietetic Technician	9	101%	101%	101%
Registered Nurse	11	102%	102%	101%
Epidemiologist	9	112%	103%	97%
Registered Nurse Supervisor	10	113%	108%	102%
Senior Clinical Psychologist	5	103%	93%	79%
Director Health/Human Services	9	90%	80%	74%
Human Resources				
Human Resources Assistant	13	95%	94%	92%
Human Resources Analyst	13	91%	87%	82%

Job Family and Benchmark Title	# of Matches	Client as a % of the Overall Market Average		
		Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Human Services				
Economic Support Specialist	7	96%	86%	79%
Social Worker	14	99%	100%	100%
Economic Support Supervisor	6	116%	109%	105%
Information Technology				
Applications Analyst Programmer	14	90%	95%	98%
Senior Business Analyst	12	90%	97%	100%
Senior Network Analyst	13	89%	93%	96%
Principal Database Administrator	12	101%	100%	98%
Information Technology Manager	15	97%	89%	83%
Law Enforcement				
Lieutenant	11	101%	99%	97%
Captain	11	105%	99%	95%
Legal				
Senior Attorney	15	99%	86%	79%
Office Support				
Administrative Assistant	13	99%	92%	87%
Legal Clerk	14	86%	81%	77%
Office Services Coordinator	13	100%	96%	91%
Parks				
Park Maintenance Worker	9	99%	97%	95%
Golf Course Superintendent	5	81%	73%	67%
Senior Landscape Architect	7	123%	116%	111%
Parks Supervisor	9	141%	132%	126%
Streets and Highways				
Street Maintenance Worker	13	85%	88%	91%
Street Maintenance Supervisor	11	94%	89%	85%

In addition, our report will include detailed data showing each comparator's job match, salary range, and other information for each benchmark title, as shown below.

Example Detailed Market Data (Adjusted)

Administrative Specialist					
Respondent	Matching Job Title	Workweek	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
<i>Public Sector Data Sources</i>					
Public Sector Peer #1	Administrative Officer II	40.00	\$54,256	\$61,792	\$69,328
Public Sector Peer #2	Executive Assistant	37.50	\$40,168	\$51,121	\$62,075
Public Sector Peer #3	Senior Administrative Assistant	40.00	\$34,681	\$43,986	\$53,291
Public Sector Peer #4	Specialist Administrative Support	40.00	\$35,089	\$46,785	\$58,481
Public Sector Peer #5	Administrative Assistant	40.00	\$41,469	\$51,836	\$62,203
Public Sector Peer #6	Senior Administrative Assistant	37.50	\$39,263	\$54,968	\$70,673
Public Sector Peer #7	Senior Program Support Specialist	40.00	\$37,086	\$47,578	\$58,071
Public Sector Peer #8	Administrative Specialist	40.00	\$40,985	\$52,249	\$63,513
Public Sector Peer #9	Administrative Specialist	40.00	\$32,782	\$43,567	\$54,353
Public Sector Peer #10	Office Assistant II	40.00	\$36,024	\$47,351	\$58,678
Public Sector Peer #11	Executive Secretary	40.00	\$30,346	\$40,967	\$51,589
Client			\$38,242	\$50,035	\$61,828
<i>Public Market Average</i>			\$38,377	\$49,291	\$60,205
<i>Client as a % of Public Market Average</i>			100%	102%	103%
<i>Published Data Sources</i>					
ERI Salary Assessor	Administrative Specialist - Level 3	40.00	\$38,707	\$45,892	\$55,296
IBM Kenexa, CompAnalyst	Administrative Support III	40.00	\$41,483	\$51,736	\$63,494
Towers Watson	Administrative Services - U3	40.00	\$41,098	\$52,159	\$64,032
Client			\$38,242	\$50,035	\$61,828
<i>Published Market Average</i>			\$40,429	\$49,929	\$60,941
<i>Client as a % of Published Market Average</i>			95%	100%	101%
Client		NE	38.75	\$38,242	\$50,035
<i>Overall Comparator Market Average</i>			\$39,403	\$49,610	\$60,573
<i>Client as a % of Overall Market Average</i>			97%	101%	102%
<i>Adjustment To Reach Market Average</i>			3%	-1%	-2%

Our report will also include tables showing each survey respondent’s pay policies, benefit offerings, and other information collected in the study, such as in the tables shown below.

Example Vacation/PTO Days

Peer Employer	<1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	25+
Peer Employer 1	12	12	14	14	14	17	17	17	17	17	20	20	20	20	20	23	23	23	23	23	26	26	26	26	26	26	26
Peer Employer 2	0	12	14	14	14	17	17	17	17	17	20	20	20	20	20	23	23	23	23	25	25	25	25	25	25	25	25
Peer Employer 3	12	12	12	15	15	15	15	15	15	15	18	18	18	18	18	21	21	21	21	21	24	24	24	24	24	24	24
Peer Employer 4	10	10	12	12	12	15	15	15	15	15	18	18	18	18	18	21	21	21	21	21	24	24	24	24	24	24	24
Peer Employer 5	12	12	12	12	15	15	15	15	15	15	18	18	18	18	18	18	21	21	21	21	21	24	24	24	24	24	24
Peer Employer 6	0	10	10	10	10	10	10	10	10	10	15	15	15	15	15	15	15	15	15	20	20	20	20	20	20	20	20
Peer Employer 7	13	13	13	13	13	16	16	16	16	16	16	18	18	18	18	20	20	20	20	20	23	23	23	23	23	23	23
Peer Employer 8	11	18	18	19	20	23	23	23	23	24	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Peer Employer 9	26	26	26	26	26	31	31	31	31	31	34	34	34	34	34	37	37	37	37	37	40	40	40	40	40	40	40
Peer Employer 10	10	10	10	10	10	15	15	15	15	18	18	18	18	18	20	20	20	20	20	20	20	20	20	20	20	20	20
Market Average	11	14	14	15	15	17	17	17	17	18	20	20	20	20	21	22	23	23	23	23	25	25	25	25	25	25	25
Client	10	10	12	12	12	15	15	15	15	15	18	18	18	18	18	21	21	21	21	21	24	24	24	24	24	24	24
<i>Difference between Client and Market Average</i>	-1	-4	-2	-3	-3	-2	-2	-2	-2	-3	-2	-2	-2	-2	-3	-1	-2	-2	-2	-2	-1	-1	-1	-1	-1	-1	-1

Example TOTAL Paid Leave
(Vacation/PTO, Sick Leave, Holidays, and Personal Days)

Peer Employer	<1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	25 +
Peer Employer 1	35	35	37	37	37	40	40	40	40	40	43	43	43	43	43	46	46	46	46	46	49	49	49	49	49	49	49
Peer Employer 2	23	35	37	37	37	40	40	40	40	40	43	43	43	43	43	46	46	46	46	48	48	48	48	48	48	48	48
Peer Employer 3	35	35	35	38	38	38	38	38	38	38	41	41	41	41	41	44	44	44	44	44	47	47	47	47	47	47	47
Peer Employer 4	34	34	36	36	36	39	39	39	39	39	42	42	42	42	42	45	45	45	45	45	48	48	48	48	48	48	48
Peer Employer 5	35	35	35	35	38	38	38	38	38	38	41	41	41	41	41	44	44	44	44	44	47	47	47	47	47	47	47
Peer Employer 6	11	21	21	21	21	21	21	21	21	21	26	26	26	26	26	26	26	26	26	31	31	31	31	31	31	31	31
Peer Employer 7	36	36	36	36	36	39	39	39	39	39	39	41	41	41	41	43	43	43	43	43	46	46	46	46	46	46	46
Peer Employer 8	25	32	32	33	34	37	37	37	37	38	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39
Peer Employer 9	37	37	37	37	37	42	42	42	42	42	45	45	45	45	45	48	48	48	48	48	51	51	51	51	51	51	51
Peer Employer 10	32	32	32	32	32	37	37	37	37	40	40	40	40	40	42	42	42	42	42	42	42	42	42	42	42	42	42
Market Average	34	37	38	38	38	41	41	41	41	41	44	44	44	44	44	46	46	46	46	47	48	49	49	49	49	49	49
Client	33	33	35	35	35	38	38	38	38	38	41	41	41	41	41	44	44	44	44	44	47	47	47	47	47	47	47
<i>Difference between Client and Market Average</i>	1	4	3	3	3	3	3	3	3	3	3	3	3	3	3	2	2	2	2	3	1	2	2	2	2	2	2

Example Other Paid Leave

Peer Employer	Sick Leave	Holidays	Personal/Floating Days
Peer Employer 1	12	11	NR
Peer Employer 2	12	10	1
Peer Employer 3	12	11	0
Peer Employer 4	12	12	NR
Peer Employer 5	12	10	1
Peer Employer 6	Included in PTO	8	3
Peer Employer 7	12	11	0
Peer Employer 8	Included in PTO	13	1
Peer Employer 9	NR	NR	NR
Peer Employer 10	12	10	0
Market Average	12	11	1
Client	12	11	0

NR = No Response

EXAMPLE Vacation/Sick Leave Accrual Maximum

Peer Employer	Unused Vacation/PTO	Unused Sick Leave
Peer Employer 1	20	Unlimited
Peer Employer 2	30	Unlimited
Peer Employer 3	50	Unlimited
Peer Employer 4	30	Unlimited
Peer Employer 5	30	Unlimited
Peer Employer 6	30	Unlimited
Peer Employer 7	50	Unlimited
Peer Employer 8	50	0
Peer Employer 9	NR	NR
Peer Employer 10	Unlimited	Unlimited
Client	30	Unlimited

NR = No Response

Example PPO/POS Plan Monthly Costs

Peer Employer	Employer \$		Employee \$		Employer %	
	Single	Family	Single	Family	Single	Family
Peer Name	\$485	\$1,209	\$508	\$1,270	49%	49%
Peer Name	\$708	\$2,115	\$85	\$266	89%	89%
Peer Name	\$609	\$1,703	\$41	\$118	94%	94%
Peer Name	\$623	\$1,755	\$0	\$378	100%	82%
Peer Name	\$611	\$1,346	\$25	\$150	96%	90%
Peer Name	\$569	\$1,681	\$145	\$600	80%	74%
Peer Name	\$600	\$1,044	\$85	\$485	88%	68%
Peer Name	\$469	\$1,457	\$56	\$170	89%	90%
Peer Name	\$615	\$1,559	\$63	\$238	91%	87%
Peer Name	\$863	\$1,401	\$85	\$170	91%	89%
Peer Name	\$411	\$1,217	\$72	\$215	85%	85%
<i>Average</i>	<i>\$597</i>	<i>\$1,499</i>	<i>\$106</i>	<i>\$369</i>	<i>86%</i>	<i>81%</i>
Client	\$xxx	\$x,xxx	\$xx	\$xx	xx%	xx%

Monthly costs have been rounded to the nearest dollar
PPO/POS = Preferred Provider Organization or Point of Service Plan

Example Total Health (PPO/POS) Cost-Sharing (%)

Peer Employer	Employer Cost Sharing (%)				Employee Cost Sharing (%)			
	EE Only	EE + Children	EE + Spouse	Family	EE Only	EE + Children	EE + Spouse	Family
Peer Employer 1	100%	100%	100%	100%	0%	0%	0%	0%
Peer Employer 2	80%		80%	80%	20%		20%	20%
Peer Employer 3	95%	88%	89%	88%	5%	12%	11%	12%
Peer Employer 4	91%	81%	76%	74%	9%	19%	24%	26%
Peer Employer 5	100%	77%	72%	68%	0%	23%	28%	32%
Peer Employer 6	90%	89%	89%	89%	10%	11%	11%	11%
Peer Employer 7	76%	41%	49%	64%	24%	59%	51%	36%
Peer Employer 8	63%	33%	31%	25%	37%	67%	69%	75%
Peer Employer 9	100%	89%	86%	83%	0%	11%	14%	17%
Peer Employer 10	NR	NR	NR	NR	NR	NR	NR	NR
Peer Employer 11	95%	75%	68%	70%	5%	25%	32%	30%
Peer Employer 12	75%	75%	75%	75%	25%	25%	25%	25%
Peer Employer 13	100%	72%	47%	35%	0%	28%	53%	65%
Peer Employer 14	NR	NR	NR	NR	NR	NR	NR	NR
Peer Employer 15	NR	NR	NR	NR	NR	NR	NR	NR
Peer Employer 16	92%	85%	83%	82%	8%	15%	17%	18%
Peer Employer 17	81%	69%	64%	66%	19%	31%	36%	34%
Peer Employer 18	93%	72%	51%	50%	7%	28%	49%	50%
Peer Employer 19	71%	65%	62%	60%	29%	35%	38%	40%
Peer Employer 20	81%	23%	22%	19%	19%	23%	22%	19%
<i>Market Average</i>	<i>88%</i>	<i>76%</i>	<i>72%</i>	<i>71%</i>	<i>12%</i>	<i>24%</i>	<i>28%</i>	<i>29%</i>
Client PPO	94%	80%	78%	74%	6%	20%	22%	26%

Example Employee Dental Benefits Costs and Cost Sharing

Peer Employer	Employer Contributions (\$)				Employee Contributions (\$)			
	EE Only	EE + Children	EE + Spouse	Family	EE Only	EE + Children	EE + Spouse	Family
Peer Employer 1	\$48	\$48	\$48	\$48	\$0	\$0	\$0	\$0
Peer Employer 2	\$24	N/A	\$48	\$82	\$6	N/A	\$12	\$21
Peer Employer 3	\$0	\$0	\$0	\$0	\$39	\$108	\$65	\$108
Peer Employer 4	\$47	\$53	\$53	\$54	\$5	\$52	\$53	\$93
Peer Employer 5	\$0	\$0	\$0	\$0	\$32	\$70	\$66	\$116
Peer Employer 6	\$31	\$83	\$113	\$137	\$3	\$11	\$15	\$18
Peer Employer 7	\$28	\$28	\$28	\$28	\$16	\$59	\$60	\$103
Peer Employer 8	\$24	N/A	N/A	\$24	\$0	N/A	N/A	\$57
Peer Employer 9	\$29	\$43	\$43	\$45	\$14	\$31	\$14	\$88
Peer Employer 10	\$10	\$10	\$10	\$10	\$11	\$40	\$40	\$81
Peer Employer 11	\$38	\$61	\$56	\$105	\$4	\$30	\$27	\$36
Peer Employer 12	\$23	\$51	\$45	\$75	\$8	\$17	\$15	\$25
Peer Employer 13	\$7	N/A	N/A	N/A	\$25	N/A	N/A	N/A
Peer Employer 14	\$0	N/A	N/A	\$0	\$9	N/A	N/A	\$28
Peer Employer 15	NR	NR	NR	NR	NR	NR	NR	NR
Peer Employer 16	\$33	\$63	\$75	\$95	\$0	\$27	\$27	\$27
Peer Employer 17	\$35	\$46	\$63	\$81	\$0	\$9	\$12	\$25
Peer Employer 18	\$27	\$29	\$29	\$34	\$3	\$19	\$19	\$49
Peer Employer 19	\$0	\$0	\$0	\$0	\$30	\$70	\$58	\$106
Peer Employer 20	\$18	N/A	N/A	\$33	\$0	N/A	N/A	\$21
Market Average	\$23	\$37	\$41	\$50	\$11	\$39	\$32	\$56
Client	\$20	\$25	\$22	\$36	\$7	N/A	\$33	\$70

Example Table 1 - Dental Plan Cost Sharing

Peer Employer	Employer Cost Sharing (%)				Employee Cost Sharing (%)			
	EE Only	EE + Children	EE + Spouse	Family	EE Only	EE + Children	EE + Spouse	Family
Peer Employer 1	100%	100%	100%	100%	0%	0%	0%	0%
Peer Employer 2	80%	N/A	N/A	80%	20%	N/A	20%	20%
Peer Employer 3	0%	0%	0%	0%	100%	100%	100%	100%
Peer Employer 4	90%	51%	50%	37%	10%	49%	50%	63%
Peer Employer 5	0%	0%	0%	0%	100%	100%	100%	100%
Peer Employer 6	90%	88%	88%	88%	10%	12%	12%	12%
Peer Employer 7	64%	32%	32%	21%	36%	68%	68%	79%
Peer Employer 8	100%	N/A	N/A	30%	0%	N/A	N/A	70%
Peer Employer 9	67%	58%	75%	34%	33%	42%	25%	66%
Peer Employer 10	48%	20%	20%	11%	52%	80%	80%	89%
Peer Employer 11	90%	67%	67%	74%	10%	33%	33%	26%
Peer Employer 12	75%	75%	75%	75%	25%	25%	25%	25%
Peer Employer 13	21%	N/A	N/A	N/A	79%	N/A	N/A	N/A
Peer Employer 14	0%	N/A	N/A	0%	100%	N/A	N/A	100%
Peer Employer 15	NR	NR	NR	NR	NR	NR	NR	NR
Peer Employer 16	100%	70%	73%	78%	0%	30%	27%	22%
Peer Employer 17	100%	84%	84%	76%	0%	16%	16%	24%
Peer Employer 18	90%	61%	61%	41%	10%	39%	39%	59%
Peer Employer 19	0%	0%	0%	0%	100%	100%	100%	100%
Peer Employer 20	100%	N/A	N/A	61%	0%	N/A	N/A	0%
Market Average	67%	49%	56%	46%	33%	51%	44%	54%
Client	74%	36%	41%	34%	26%	64%	59%	66%

Example Defined Benefit Plan Contributions— Public Sector

Survey Participant	Defined Benefit			Defined Contribution Plan		Deferred Compensation Plan		Social Security Contribution			Total Employer Contribution
	Employer Normal Cost Contribution	EE Contribution Cost Picked up by ER?	EE Contribution	Employer Contribution	Maximum Match	Employer Contribution	Maximum Match	Contribute to SS?	OSADI	Medicare	
Peer #1	4.10%	No	3.50%			3.00%	3.00%	Yes	6.20%	1.45%	17.75%
Peer #2	6.02%	No	9.00%			N/A	N/A	Yes	6.20%	1.45%	13.67%
Peer #3	4.88%	No	6.25%			N/A	N/A	Yes	6.20%	1.45%	12.53%
Peer #4	4.61%	No	5.00%	0.58%	2.50%	N/A	N/A	Yes	6.20%	1.45%	15.34%
Peer #5	13.10%	N/A	4.40%	1.00%	4.00%	N/A	N/A	Yes	6.20%	1.45%	25.75%
Peer #6	6.09%	No	3.00%			N/A	N/A	Yes	6.20%	1.45%	13.74%
Peer #7	1.61%	No	3.00%	1.00%	2.00%	N/A	N/A	Yes	6.20%	1.45%	12.26%
Peer #8	3.83%	No	6.75%			N/A	N/A	Yes	6.20%	1.45%	11.48%
Peer #9	2.66%	No	7.50%			N/A	N/A	Yes	6.20%	1.45%	10.31%
Peer #10	9.20%	No	3.50%			N/A	N/A	Yes	6.20%	1.45%	16.85%
Peer #11	4.48%	No	6.00%			N/A	N/A	Yes	6.20%	1.45%	12.13%
Peer #12	7.20%	No	3.00%			N/A	N/A	Yes	6.20%	1.45%	14.85%
Participant Average											14.72%
Client	6.44%	No	5.00%					Yes	6.20%	1.45%	14.09%

Example Total Compensation Analysis Summary

	Base Salary	Annual Employer Cost of Benefits		
	Pay Range Midpoint	Health Benefit Costs	Retirement Benefit Costs	Total Compensation
ACCOUNTING ASSISTANT				
Client	\$35,000	\$12,597	\$2,800	\$50,447
Market Average	\$37,758	\$11,540	\$2,643	\$52,002
Client as % of Market	93%			97%
FINANCE DIRECTOR				
Client	\$130,000	\$12,597	\$10,400	\$153,047
Market Average	\$145,000	\$11,540	\$10,150	\$166,751
Client as % of Market	90%			92%
TECHNOLOGY SPECIALIST				
Client	\$52,000	\$12,597	\$4,160	\$68,807
Market Average	\$55,500	\$11,540	\$3,885	\$70,986
Client as % of Market	94%			97%

*Appendix D
Exceptions to Terms
and Conditions*

Segal reserves the right to negotiate mutually agreeable terms and conditions of any contract awarded to it pursuant to this RFP. Segal's typical points of negotiation include:

- i) **Ownership of Deliverables:** To ensure client-ownership and full use of the deliverables, while retaining for Segal its right to its proprietary software, tools, techniques, consulting methodologies and report formats.
- ii) **Insurance:** To reflect the scope and applicability of coverages maintained by Segal.
- iii) **Indemnification:** To reflect an appropriate trigger before Segal's indemnification obligations apply (e.g., a determination that claims, damages, costs and expenses resulted from Segal's willful misconduct or negligence).
- iv) **Data Security:** To reflect the industry standard protections that Segal employs around data security.



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

The Segal Company, Inc

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 5th day of August, 2021 ("Effective Date") is by and between West Valley Water District ("District") and The Segal Company, Inc ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District ("Authorized Representative") issue task orders ("Task Orders") to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit "A" attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing,

vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2** If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
- (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;
 - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2** If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5** No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2** The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies

shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

16.3 Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

17.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Shamindra Manbahal
General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: The Segal Company, Inc
500 North Brand Boulevard, Suite 1400
Glendale, CA 91203
Attention: Patrick Bracken
Vice President

(Tel.) 202-833-6452
Email: pbracken@segalco.com

**** Please send all invoices by:**

Email: apinvoices@wvwd.org

or

*Mail: West Valley Water District
Accounts Payable
P.O. Box 920
Rialto, CA 92377*

17.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States

Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its

fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement 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 _____
Channing Hawkins, President

By S. Manbhal
Shamindra, Manbahal, General Manager

By Peggy Asche
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

The Segal Company, Inc

By Patrick Bracken

Name: Patrick Bracken

Its: Vice President

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this 5th day of August, 2021 by and between West Valley Water District, a public agency of the State of California (“District”) and The Segal Company, Inc (“Consultant”).

RECITALS

- A. On or about August 5, 2021 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 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, 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**

Channing Hawkins, President



Shamindra Manbahal, General Manager



Peggy Asche, Board Secretary


CONSULTANT:

The Segal Company, Inc

By _____

Name _____

Its _____

By  _____

Name Patrick Bracken _____

Its: Vice President _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

Consultant understands the District's purpose of the study is to examine total compensation in comparison to the market area of similar organizations and provide equitable, competitive, and legally defensible classification and pay practices, while creating consistencies across its bargaining unit and non-represented classifications. The District is seeking the assistance of a Consultant to perform a Comprehensive Classification and Compensation study affecting approximately 76 employees covered by 51 job titles as follows:

Employee Group	Number of Classifications
International Union of Operating Engineers, Local Union No. 12	28 Job Classifications
Non-Represented	20 Job Classifications
At-Will	2 Job Classifications

Consultant's proposed work plan for this assignment includes the following steps:

- Step 1: Project Initiation
- Step 2: Classification Objectives
- Step 3: Compensation Objectives
- Step 4: Recommendations Development
- Step 5: Meet and Confer with Bargaining Unit
- Step 6: Present Final Results
- Step 7: Maintenance Program (optional)

Consultant has described each project step in more detail below and on the following pages.

Step 1: Project Initiation

1. Initial Meeting

The first task of this project will be to meet, either on-site or via video conference (depending on current travel restrictions), with the District's Project Team and any other key advisors to the project. The purpose of the meeting is to:

- Confirm the goals and objectives of the study
- Discuss the District's current compensation and classification structures, as well as the reasons for this project
- Finalize the timeline and specific dates for deliverables
- Clarify Consultant's and the District's roles in each project phase
- Clarify the bargaining units' role in each project phase
- Establish parameters and protocols for keeping the Project Team updated and informed
- Identify data or information needed to support the overall assignment

This meeting will help identify a clear project strategy that will facilitate a smooth and effective working relationship resulting in a successful outcome for the District.

2. Conduct Stakeholder Interviews

In addition to the initial meeting with the District's Project Team, Consultant proposes to conduct confidential one-on-one interviews with Management, Bargaining Unit and key stakeholders, such as Department Directors and other senior staff. The purpose of these interviews is to understand the perspective and needs of senior managers, including their opinions regarding the effectiveness of the current compensation and classification policies with regards to meeting their operational needs and staffing requirements.

For pricing purposes, Consultant has assumed that they will be on-site one (1) day to meet with the District's Project Team and conduct stakeholder interviews. If necessary, due to current travel restrictions, Consultant has the capability to conduct these meetings via video conference.

3. Employee Communication Plan

Consultant's philosophy is rooted in the notion employee communication is crucial to the success of any change to the classification and compensation systems. Therefore, it must be a critical component of the project.

The look and feel of the communications activities must fit well with the District and be consistent with the project objectives. Segal will work closely with the District to ensure that communication activities meet both of these criteria.

To ensure that all stakeholders understand the content and structure of this project, Consultant suggests some or all of the following communications tools:

- Internal e-mail address and voice mail box that employees may use to ask questions regarding the project
- Frequently asked questions (and answers) to be posted on the District's intranet site or distributed directly to employees
- Periodic project updates to be posted on the District's intranet site or distributed directly to employees
- Talking points and summary presentations to key stakeholders

4. Consultant's Expectations of the District for this Step

For the initial meeting and stakeholder interviews, Consultant asks the District to coordinate the schedules of those who will participate, as well as provide a meeting room. In addition, Consultant asks that the District provide the following information in electronic format:

- Salary structures
- Current personnel policy documents
- Current organization charts
- Collective bargaining agreements/Memoranda of Understanding
- Up-to-date job descriptions in Microsoft Word
- Current and accurate employee census data

Step 2: Classification Objectives

Consultant understands the classification phase of the study will encompass a full review and analysis of the District's classification system and each position's description and structure.

To accomplish these goals Consultant proposes the following steps:

1. Develop Job Description Questionnaire

During this task, Consultant will meet with Management and Bargaining Unit to discuss the development of a customized job description questionnaire. The information elicited from employees and supervisors in the Job Description Questionnaire (JDQ) will provide the basis for job series distinctions, internal equity determinations, development of job descriptions, and FLSA determinations.

While Consultant customizes their Job Description Questionnaires to specific client projects, Consultant anticipates that the JDQ will include questions concerning:

Essential duties and responsibilities
 The knowledge, skills, and abilities
 Supervisory or work leadership duties
 Minimum requirements for new employees
 Fiscal responsibilities

Impact of action
 Use of discretion and independent judgement
 Physical requirements
 Working environment
 Supervisor's review

Consultant will use the information collected through the Job Description Questionnaires and employee interviews to develop recommended changes to the classification structure and job descriptions, as well as to define the differences among jobs for internal equity alignment. It is important that the District's Project Team carefully review the questions and content of the draft JDQ to determine whether it meets District's expectations for these outcomes.

2. Conduct Employee Presentations

Once the JDQ content is finalized, Consultant typically conducts employee presentations to introduce the project and to explain the JDQ process. Although the District's RFP does not specifically request these presentations, Consultant thinks they can be a critical aspect to ensure employees' active participation and facilitate effective and acceptable outcomes. This will be an important time to explain the project objectives and answer questions so that employees' expectations can be managed. At the same time, Consultant will explain this study does not guarantee any pay raises or grade increases.

Due to the current restrictions for in-person meetings, Consultant recommends conducting the employee presentations via Zoom or Teams, which would allow employees to ask questions in "real-time". Additionally, Consultant recommends the District record the presentation and post the presentation on the District's intranet for those employees who are unable to participate in the initial presentation. Employees can submit questions to Consultant via email. The presentation generally requires 1 hour of time, without questions.

3. Job Analysis

Once the JDQs have been submitted to Consultant, the Consultant will analyze the District's jobs. Consultant will review each JDQ within a job title and series and document distinguishing characteristics that define a particular job title within the job family.

4. Conduct Employee Interviews

After Consultant has received and analyzed the completed JDQs, Consultant recommends conducting employee interviews, either individually or in groups. The purpose of these interviews is to validate and clarify information contained.

Consultant proposes to conduct one (1) day of interviews, either on-site or via video conference. Consultant will conduct most interviews on a group basis, with employees in the same job series or family performing similar functions and responsibilities interviewed together. However, single-incumbent jobs or highly specialized functions may require one-on-one interviews.

5. Develop and Document a Recommended Classification Structure

As the job analysis progresses, Consultant will develop and document a recommended job classification structure for the District. This structure will contain at least the following:

- List of job titles, with titling guidelines (that is, standards for using terms such as "Coordinator," "Manager," or "Director" in job titles).
- Recommended minimum qualifications and requirements associated with each job title (such as education, experience, certifications, and licensing).
- Distinguishing characteristics among jobs within a job family or career path. For example, the key differences between a Secretary and an Administrative Assistant.

Consultant anticipates recommending:

- Consolidation of class titles that have highly similar responsibilities and requirements.
- Development of new class titles for positions that reflect new or different roles, responsibilities, or requirements.
- Re-wording of class titles, based on standard occupational nomenclature or for clarity.

The outcome will be a recommended classification architecture that clearly defines and documents all classifications to facilitate both internal equity and external market comparisons.

6. Recommend Individual Position Assignments to Classifications

Once the revised classification structure has been reviewed and finalized, Consultant will recommend placement of each employee within the structure, based on information collected from the JDQs and the interviews. Consultant will identify the most appropriate match between a position's individual responsibilities and the job responsibilities described in the classification architecture.

The outcome will be a spreadsheet (based on payroll information provided by the District's Human Resources staff) that identifies each position, the incumbent employee, his/her current classification title, and Consultant's recommended classification assignment.

7. Conduct FLSA Analysis

The Fair Labor Standards Act requires that employers provide overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. The U.S. Department of Labor (DOL) Wage & Hour Division (WHD) is responsible for enforcing the FLSA and provides guidance to employers through fact sheets, opinion letters, administrator interpretations, and other documents.

The Job Description Questionnaire (JDQ) will contain targeted questions to gather detailed information on job duties that the Department of Labor has identified as key determinants of exemption status for white collar jobs, such as:

- Whether an employee "customarily and regularly exercises discretion and independent judgment."
- Whether an employee is responsible for direct supervision of others (or whose recommendations are given "particular weight" when making personnel decisions).
- Whether the job's primary duty meets any of the DOL's exemption tests.

Using this information, Consultant will apply the Department of Labor's (DOL) "duties" tests and provide guidance to the District regarding:

1. Whether jobs should be classified as Exempt or Non-Exempt
2. If a job is Exempt, which test is applicable (Executive, Administrative, Learned Professional, Creative Professional, or Computer Professional)

Consultant's final report will contain information on:

- Each job's current exemption status
- Our recommended exemption status
- The applicable test(s) for those positions we think are exempt from the overtime regulations
- The rationale for our recommendations

It is important to understand, however, that Consultant's recommendations regarding FLSA exemptions do not constitute a legal opinion. Consultant does not provide legal advice to our clients. District may wish to have Consultant's recommendations reviewed by independent legal counsel.

8. Apply Segal Evaluator™ Approach (Internal Equity)

Consultant has developed the **Segal Evaluator™** approach of job evaluation for clients - a systematic process which defines an easily understood system that:

- Uses specific compensable factors across all departments and positions to create an internal hierarchy of jobs
- Provides an objective quantitative approach
- Determines values for each compensable factor and calculates a total point score for each position
- Provides an organization-wide hierarchy is developed which establishes internal equity
- Complements and co-exists with a market data to structure development

Segal Evaluator™ measures eight (8) specific compensable factors regarding the characteristics about jobs such as minimum qualifications and knowledge, skill, and ability requirements that will be used to establish the District's internal relationships.

Based on information collected through the JDQ process and employee interviews, values for each compensable factor will be determined and a total score will be calculated for each position. The total score for each job title creates a final hierarchy that reflects both sound compensation practices and the District's collective organizational values. It is intended that this hierarchy will establish relative internal equity and that the compensation structure will be driven by market comparisons.

The outcome will be a spreadsheet that shows all job titles and Consultant's recommended pay grade level. The District can adapt, modify, and change this spreadsheet in the future as jobs are added, removed, or changed. Unless otherwise agreed to, it will be the responsibility of the District's Human Resources Department to vet job evaluation scores with each respective department.

Upon completion of the project, Consultant will provide the District with our Segal Evaluator™ job evaluation tool (in Excel format), **at no additional cost**. The District can continue to use the tool to adapt, modify, and change in the future as jobs are added, removed, or changed.

9. Develop Recommendations for Career Ladders

Based on the results of the job evaluation analysis and the market study, Consultant will develop recommended career ladders within selected occupational categories. The goal of this work will be to identify and describe appropriate hierarchical job levels within a specific function that would provide promotional opportunities for employees.

Using all of the information collected and evaluated, Consultant will then prepare options and preliminary recommendations for each job series regarding:

- Proposed number of levels within each job series
- Distinctions between the job levels (responsibilities and job content)
- Prerequisites or requirements associated with eligibility for each level in the series
- Measurements or methods used to demonstrate attainment of the requirements for each level
- Suggested rewards or recognition associated with each job level attainment, such as pay grade advancement or other remuneration

It is important to note that Consultant does not design or develop skills testing instruments or similar evaluation programs. Consultant's recommendations related to methods for demonstrating skills will be based on information gathered during the JDQ review and interviews, as well as Consultant's knowledge of the occupation and experience with other clients.

For some highly technical jobs, it may be desirable or necessary to allow career movement only when an employee has attained a required degree, certification, or license (such as a particular class of Operator license). For less technical jobs (such as customer service representatives), it may be sufficient to obtain performance observations and input from supervisors and co-workers, as well as conduct an interview with the employee to ask questions similar to what would be asked of an outside job applicant. For any type of position, it may be desirable a test that measures the applicant's general skills¹ (such as in mathematical computations, writing, reading comprehension, etc.)

In general, however, Consultant tends to recommend a less rigid approach (for occupations that do not have government-mandated licensures or certifications) in order to allow the organization to facilitate flexible promotion or hiring decisions that take into considerations all of the tangibles and intangibles associated with identifying the right person for the job.

10. Update Job Descriptions

Consultant understands the District would like the Consultant to develop updated job descriptions that will include the following items:

- Definition of the job classification
- A complete description of the essential job functions
- Requirements of education, experience, knowledge, skills and abilities

- Supervision exercised and received with definition of lead or supervisory roles
- Working environment and/or conditions
- Licenses, certifications, driving requirements and physical requirements in compliance with the Americans with Disabilities Act (ADA)
- Appropriate exempt and non-exempt designation under the Fair Labor Standards Act (FLSA)

To support the District's need, Consultant will work to determine whether District wishes to maintain or modify the current format. In general, Consultant suggests that an organization should have a consistent format for all class specifications, with an easy to read and easy to update layout, such as on the following page.

Once District has approved the basic format, Consultant will then update the current job descriptions for all job titles using the information in the Job Description Questionnaire and employee interviews. Naturally, Consultant will develop new specifications for any new classes that have been added to the structure because of the classification analysis.

Consultant will deliver draft job descriptions in Microsoft Word format so that the District can review and edit the documents easily. In order to maintain a competitive price for the project, Consultant has assumed that Consultant will deliver draft documents and that the District's human resources staff will distribute the draft documents to department managers for their review and then human resources staff will make any edits or changes to the drafts based on this feedback.

Step 3: Compensation Objectives

Consultant understands the District would like the Consultant to conduct a classification and benefits market survey to determine the competitiveness of the District's benefit and compensation plans. The Consultant will provide recommendations for implementation, maintenance and adjustments to salaries and benefits to attract and retain qualified employees.

To conduct a valid, reliable, and useful market study, Consultant proposes to take the following steps:

1. Develop a Study Methodology

Consultant thinks that it is important for Consultant and the Project Team to gain consensus on the overall goals and strategy regarding total compensation, including the market study. Consultant will work with the District's Project Team to clarify and finalize the market study methodology.

For this project, Consultant recommends conducting a custom-designed survey targeted to your public sector peer employers, while using published sources to represent private sector pay data. Consultant recommends this for the following reasons:

- Custom surveys provide the most currently available data.
- Custom surveys allow District to target specific geographic markets, employers, and specific jobs.
- Custom surveys allow District to collect information that is not usually available in published data sources, such as scheduled salary ranges, pay supplements, compensation policies, union status, benefits, etc.
- Published sources may be the only method of gathering private sector data, since these organizations very rarely respond to market surveys from other employers.

2. Identify Benchmark Job Titles

Consultant understands that this project covers approximately 51 job classification titles.

3. Identify Comparable Employers to Survey

The next step will be to determine the comparable employers to include in the study. Typically, these employers include public sector entities that are geographically proximate to the District and are likely to have matching jobs. In addition, it might also include public sector employers outside of the immediate commuting area, but that are similar to the District in terms of size, scope, population, or other characteristics.

Naturally, Consultant will discuss this list with the Project Team and make modifications as necessary. For pricing purposes, Consultant has assumed the custom market study will be distributed to up to 10 public

sector entities, and use up to three (3) published sources to represent private sector pay data.

4. Collect and Analyze the Market Data

Consultant will also design a survey instrument for collecting the market information, which is typically developed in MS Excel. The types of information Consultant anticipates collecting through the survey include:

- Benchmark job base pay ranges (minimum and maximum annual pay rates)
- Actual average pay rates
- Policies regarding pay progression (that is, how employees move through a pay range)
- Policies regarding adjustments to the pay schedule
- Supplemental pay practices (such as additions for special skills, bilingual pay, performance bonuses, etc.)
- Other relevant pay policies (such as hiring salary practices)

Additionally, Consultant understands the District would like to collect the following benefits related information:

Retirement Benefits	Retiree Benefits	Active Employee Benefits (Employer/Employee Costs)
Defined benefit and defined contribution plans	Health	Medical
Formulas	Medical	Dental
Final compensation	Dental, Vision programs	Vision
Cost-sharing arrangements, etc.	Health	Drug prescription program

Paid Leave Entitlements	Additional Programs
Vacation	Wellness Program
Holidays	Tuition reimbursement and Training and development
Personal	
Sick	
Administrative	

Consultant will also draft brief job summaries for each benchmark title based on the results of the classification analysis based on current job descriptions to assist the survey participants with matching jobs consistently and appropriately.

Once the Project Team has reviewed and approved the survey document, Consultant will distribute it to the approved group of comparable employers. Respondents will return completed surveys and supplementary materials directly to the Consultant. Consultant will review and validate each survey response for completeness and reasonability, and then follow up with survey participants as necessary to clarify any incomplete or inconsistent responses.

Consultant will design a database to support our analysis that will become the property of the District upon completion of this project for your future analyses. Consultant will also include any private sector data from published data sources, as applicable.

Consultant will then analyze the survey data to determine the District's market position relative to the market average minimum, midpoint, and maximum pay rate for each benchmark job title. Consultant will then compare these averages to the District's pay ranges to determine the market position for each job title and occupational group. Based on industry standards that align with federal antitrust/safe harbor guidelines, benchmarks that receive less than five (5) total responses will not be included in Consultant's final report.

To the extent that different employer groups or industry sectors are included in the study, Consultant will segment findings accordingly. In addition, if applicable, Consultant will geographically adjust market data for respondents outside of the metro area, using current cost of labor differentials from ERI Geographic Assessor.

Consultant's report will include summary tables, samples can be found in the Appendices.

5. Determine Total Compensation Market Position

Consultant will then determine the District's total compensation market position. This involves identifying each employer's annual cost for providing medical and other health related benefits, as well as retirement programs. Consultant will compare the District's total compensation costs to the market average. A sample table can be found in the appendices.

6. Prepare a Report of Our Findings

Once all data have been collected, reviewed, and analyzed, Consultant will prepare a report detailing our methodology and findings. The report will include at least the following items:

- An Executive Summary, briefly describing our key findings
- A description of the study objectives and methodology
- The District's competitive market position for pay, applicable to each benchmark job title and job family
- The prevailing policies regarding pay progression, supplemental pay, and other compensation-related practices collected in the survey
- Appendices showing detailed information collected for the market study
- Paid time off policies for each surveyed employer
- The prevalence and cost-sharing arrangements for medical coverage, supplemental benefits, and retirement plans among the surveyed employers
- The District's total compensation market position

Step 4: Recommendations Development

Based on the findings of the salary and benefits market study Consultant will:

1. Design a Recommended Salary Schedule

Once the market study report has been finalized, with the guidance of the Project Team, Consultant will develop recommended new salary structures that are consistent with the market findings and the District's pay philosophy.

Consultant anticipates that the pay schedule will consist of pay grades with minimum, midpoint, and maximum pay rates. Typically, Consultant will construct pay schedules to have consistent intervals between grades (usually 5% to 10%) as well as consistent range widths (typically 40% to 60%). The pay structure may include either steps or open ranges depending on the pay philosophy of the District. Consultant will work with the District's Project Team to determine the most appropriate structure for your organization.

2. Recommend Pay Grade Assignments

Consultant will then recommend grade assignments for all jobs covered by the study. First, Consultant will recommend grade assignments for benchmark jobs based on the market study findings. Typically, the goal is to identify the grade that is within 5% of the market average at the midpoint.

Next, Consultant will recommend grade assignments for non-benchmark jobs using the results of the classification analysis and **Segal Evaluator™** approach developed in Step 2. The recommendations will be based on job content similarities and differences that were identified in the classification structure and **Segal Evaluator™** approach, such as minimum qualifications, scope of responsibilities, supervisory role, and other considerations.

Last, Consultant will review the grade assignments with the Project Team, highlighting situations that represent significant change from the current pay relationships. Once District has had an opportunity to

review and internally vet the recommendations, Consultant will finalize the grade assignments as part of our final recommendations.

Consultant's goal will be to ensure the new system 1) is market based, 2) considers the comparable worth based on job duties and competencies, and 3) is easily understood and used by managers and employees.

3. Determine Cost Impact

Consultant will estimate the annualized cost of implementing the new/revised classification structure and pay scales.

This will require determining rules for placing current employees within the new pay ranges. While the prior steps determined the grade assignment for each position, this step involves determining each employee's salary within the assigned grade of the revised pay structure on the day of implementation.

Consultant will work with you to determine the placement criteria. These criteria could include factors such as:

- Time the employee has been in the position
- Time the employee has worked for the District
- Current position in the salary range
- Desired market position for individual salaries
- Internal equity and pay compression considerations
- Results of recent performance appraisals

Based on the guidance of the Project Team regarding these criteria, Consultant will identify each employee's recommended salary within the applicable pay range and will then determine the first year annual cost of implementing the new classification structure and pay schedule.

Since Consultant understands that successful implementation may depend heavily on the cost of implementation, Consultant's recommendations include two costing models for the District's consideration. Depending on the needs of the District, each model may reflect the following variables:

- Changes to the classification structure and its impact on individual employees
- Other factors that may impact placement of employees into the new pay structure such as:
 - Pay compression
 - Changes in the design of the pay structure(s) (e.g. number of grades, range width of each grade as well as minimum and maximum values)
 - Timing of implementation

Each model will be constructed to provide the District with the ability to conduct sensitivity analysis (changes to the variables) independent of Consultant.

4. Assist with Implementation

Consultant's extensive work with the public sector makes Consultant sensitive to the importance of planning for adequate input (and in some cases formal approval) by a variety of stakeholders such as employee groups, department directors, senior executives, elected officials, and others that could include such activities as the following:

- Developing an implementation schedule that takes into consideration potential phased approaches, based on the District's operational priorities, culture, and availability of funding
- Drafting a check list of the items that will need to be addressed prior to implementing the recommended changes
- Assisting the District with supporting or defending the study results and recommendations with key stakeholders or officials
- Preparing presentation materials for decision makers
- Assisting with developing employee communication materials
- Plan for keeping the compensation study up-to-date by means of periodic market studies including suggested timelines and classifications that could be designated for benchmarking
- Provide a training session with the District's Human Resources staff to transfer the tools, methodologies,

and recommendations - including a description of the analytic processes that we used to conduct the study, as well as assistance with defining the operational needs that result from the potential changes in policy

Because it is difficult to predict with any certainty exactly what kind of implementation assistance will be required for this project, our fee assumes one day, on-site, of consulting time.

Step 5: Meet and Confer with the Bargaining Unit

Perhaps the greatest value Consultant brings to the District is its unique expertise in supporting public sector collective bargaining. Consultant's practice is dedicated to the compensation and collective bargaining needs of our government clients.

Consultant, in collaboration with HR will meet and confer with the bargaining unit to review adjustments to the current salary schedule.

Step 6: Present Final Results to the District

Consultant anticipates presenting the final results to District's Board of Directors. While it is difficult to anticipate at this time the exact nature of this presentation, Consultant's price proposal assumes Consultant will develop and deliver one on-site presentation that will contain at least the following elements:

- Background and reasons for the project
- Objectives and goals of the project
- Methodology used to conduct our analysis
- Key findings and outcomes
- Our recommendations, including potential implications of those recommendations

Consultant will draft the presentation for the Project Team's review, and then will finalize the document based on your comments and input. Consultant anticipates that a senior member of Consultant's Team will deliver the presentation, in conjunction with a senior member of the District's Project Team.

Step 7: Maintenance Program (optional)

At the District's discretion, the Consultant may be asked to develop and recommend a classification maintenance program to review, analyze and evaluate (including pay grade recommendation), new or revised job descriptions on an annual basis.

EXHIBIT “2”
TO
TASK ORDER NO. 1

COMPENSATION

Project Step	Fixed Fee
<p>Step 1: Project Initiation Assumes we will meet via video-conference with the District's Project Team and conduct stakeholder interviews, as well as time associated with learning about the District's current compensation and classification structures, policies, and practices. Develop communication plan.</p>	\$2,500
<p>Step 2: Classification Objectives Assumes the following: Meet with Management and Bargaining Unit to review Job Description Questionnaire content Develop one customized Job Description Questionnaire Analyze 51 current job titles covering 76 employees Conduct employee presentations via recorded video-conference Conduct up to one (1) day of employee interviews Develop a recommended classification structure (one draft, one final) Recommend assignments of individual positions to job titles Recommend FLSA exemption status of all titles Apply Segal Evaluator™ job evaluation approach Develop Recommendations for Career Ladders Draft job descriptions for all recommended job titles</p>	\$25,000
<p>Step 3: Compensation Objectives (Total Compensation Market Study) Assumes the following: Develop a customized total compensation market survey document with up to 51 benchmark job titles, to be distributed to no more than 10 public sector peer employers, as well as the use of up to three (3) published data sources to represent the private sector market One draft and one final report of the market study findings</p>	\$44,000
<p>Step 4: Recommendations Development Assumes the following: Develop pay schedule(s) to cover all jobs covered by the study Recommend grade assignments for all job titles covered by the study Determine Cost Impact Assist with implementation and conduct training session with Human Resources staff (up to eight (8) hours)</p>	\$10,000
<p>Step 5: Meet and Confer with the Bargaining Unit Assumes the following: Up to 8 hours of Segal consulting time with HR and Union leadership</p>	\$3,500
<p>Step 6: Present Final Results to the District Assumes we develop and deliver one presentation, either on-site or via video conference, to the District's Board of Directors</p>	\$5,000

Step 7: Maintenance Program (optional) Assumes the following: Up to 10 hours developing a written guide to maintaining study materials	Based on Hourly Rates
TOTAL FIXED FEE	\$90,000

The proposed fee includes charges for all professional, analytic, and administrative services, as well as all expenses associated with materials, supplies, overhead, and travel for all tasks outlined in this proposal except as otherwise noted.

The total fixed fee will be billed at the end of each month in 6 equal invoices for \$14,000 and a final invoice for \$6,000 upon completion of the project.

Please note: if the information in the census file is inaccurate additional hourly fees may be charged for data correction and preparation.

Travel expenses for meetings scheduled less than one week in advance will be charged additionally. If a scheduled meeting is cancelled by the client, any non-refundable travel expenses will be billed to the client at cost.

To the extent our proposed scope and fees differ from your needs or the level of effort described in other proposals you may receive, Segal is prepared to discuss alternatives to the fees stipulated in our proposal.

Staff Member	Title/Role	1 Hourly Rate
Patrick Bracken	Vice President, Project Manager	\$400
Greg Saylor	Senior Associate	\$250
Renee Grasso	Associate	\$225

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Project Timeline

Consultant understands that the District anticipates beginning this project no later than **September 2021**, with final recommendations to be presented no later than **March, 2022**. The proposed timeline below is consistent with that goal.

ANTICIPATED TIMELINE IN MONTHS

	1	2	3	4	5	6	7
Step 1: Project Initiation	█						
Step 2: Classification Objectives	█	█	█	█			
Step 3: Compensation Objectives				█	█	█	
Step 4: Recommendations Development						█	█
Step 5: Meet and Confer with Bargaining Unit						█	█
Step 6: Present Final Results							█
Step 7: Maintenance Program (Optional)							█

EXHIBIT B**KEY PERSONNEL**

Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

Patrick Bracken – Vice President

EXHIBIT C
INSURANCE

INSURANCE

A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement

B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.

C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.

D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant’s indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District

in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: August 5, 2021
TO: Board of Directors
FROM: Shamindra Manbahal , General Manager
SUBJECT: REINSTATE ORDINANCE NO. 86

BACKGROUND:

On November 5, 2020, the West Valley Water District Board of Directors adopted Ordinance 86 which sets the compensation of the Board of Directors for meetings and annual increases. Due to the fiscal and public health crisis caused by COVID-19, the Board of Directors took action on June 6, 2020, and adopted a fiscally responsible budget that identified critical infrastructure projects, as well as suspending the annual increase to ensure the financial stability of the water district.

DISCUSSION:

The action to suspend the annual increase within Ordinance 86 was intended to be temporary to Fiscal Year 2020-2021. As we are now in Fiscal Year 2021-2022, the Board of Directors may reinstate all components to Ordinance 86.

FISCAL IMPACT:

The fiscal impact is included within the Fiscal Year 2021-2022 Annual Budget.

STAFF RECOMMENDATION:

Staff recommends that this item be reinstated with all components of Ordinance 86 effective upon board approval.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

ATTACHMENT(S):

1. ORDINANCE NO 86 - Executed

ORDINANCE NO. 86

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE WEST VALLEY WATER DISTRICT AMENDING ORDINANCE NO. 85
WITH RESPECT TO COMPENSATION AND POLICIES RELATED TO BOARD
ACTIVITIES**

Whereas, Section 20202 of Division 10 of the California Water Code states that compensation to be received by members of the governing board of a water district may be increased each calendar year in an amount equal to 5 percent following the operative date of the last adjustment;

Whereas, the governing board of the West Valley Water District (“District”) increased its compensation pursuant to Water Code Section 20200 et seq. on October 1, 2016; and

Whereas, the District held a duly noticed Public Hearing concerning the increase of compensation to One Hundred Sixty-One Dollars and Seventy Cents (\$161.70) on August 2, 2018; and

Whereas, the increase in compensation to the governing board of the District shall increase automatically by 5 percent each calendar year on October 15th of each year.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Superseding the Previous Enactments.

Ordinance No. 85 and all other previously enacted ordinances providing for Board of Directors compensation are hereby superseded by this Ordinance.

ARTICLE 100. MEETINGS

101. REGULAR BOARD MEETINGS. The regular meeting of the Board of Directors of West Valley Water District (“Board of Directors”) shall be held at 6:00 p.m. on the first and third Thursday of each month. Business shall be conducted in accordance with Division 12 of the Water Code of the State of California and Section 54954 of the Government Code of the State of California and all other codes pertaining thereto, as well as any proceedings adopted by the Board of Directors not inconsistent therewith.

102. SPECIAL BOARD MEETINGS. Special meetings of the Board of Directors may be called in accordance with Government Code Section 54956 of the State of California.

103. EMERGENCY MEETINGS. Emergency meetings of the Board of Directors may be called in accordance with Government Code Section 54956.5 of the State of California.

104. COMMITTEE MEETINGS. To assist the Board of Directors in its deliberations for establishing policies of West Valley Water District (“District”), it is deemed beneficial to have standing committees or ad hoc committees of the Board of Directors made up of not more than two (2) members of the Board of Directors, who shall develop recommendations to be considered by the Board of Directors for establishing policy by working independently or with staff. The

committee chairperson shall be appointed by the President of the Board with the consent of the full Board of Directors.

105. OUTSIDE MEETINGS. Members of the Board of Directors (singularly, "Director" and collectively, "Directors") may attend outside meetings to educate and inform such Directors regarding issues affecting the District and the water industry and to make others aware of the activities concerning the District. Periodically the Board President and/or the Board of Directors may ask a Director to represent the District at an outside meeting or perform another duty for the District. For purposes of this Ordinance, the term "Outside Meeting(s)" shall mean any meeting, activity, conference, seminar, workshop, facility tour and other like or similar events, including webinars and conference calls, except for the meetings listed in Sections 101 through 104. Except as provided in Section 106, a Director may attend any Outside Meeting. However, the District shall compensate a Director for only those Outside Meetings approved in Section 203.

106. PRESIDENT OF THE BOARD. It is in the best interests of the District for the President of the Board of Directors to periodically meet with District staff and represent the District at Outside Meetings with other elected officials of other public agencies, as well as other functions pertaining to the District or the water industry. The President is authorized to attend all Outside Meetings pertaining to the water industry that is in the good faith belief of the President of the Board of Directors to be in the best interests or of benefit to the District.

ARTICLE 200. DIRECTOR COMPENSATION

Each Director shall be compensated for attending District related meetings and functions as follows:

201. BOARD MEETINGS. Each Director shall receive One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) for attending a regular board meeting of the Board of Directors, a special board meeting of the Board of Directors, an emergency meeting of the Board of Directors or an adjourned regular, emergency or special meeting of the Board of Directors. Compensation shall be increased 5% every year on October 15th.

202. COMMITTEE MEETINGS. In the event a committee is established pursuant to Section 104, each Director appointed to such committee ("Committee Member") shall receive One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) for attending a meeting. For purposes of this Ordinance, "travel time" is computed to and from the Director's main residence or place of employment, whichever is applicable for attendance at any District function.

203. OUTSIDE MEETINGS. Directors shall be compensated for Outside Meetings as follows:

- (a) Attached hereto as Schedule "A" is a list of Outside Meetings any Director may attend. If a Director attends an Outside Meeting listed on Schedule "A" such Director shall be compensated in accordance with subsection (d) below.
- (b) Attached hereto as Schedule "B" is a list of Standing Committee Meetings of

the Board of Directors and the designated Directors for each Committee. Attached hereto as Schedule "C" is a list of Outside Meetings of the Board of Directors and the designated Director for each Meeting. Each Outside Meeting listed on Schedule "C" sets forth a primary representative and alternate representative.

- (c) Except as set forth in Section 204, Directors shall not represent the Board of Directors at any functions of organizations not listed on Schedule "A", "B" without the prior approval of the Board.
- (d) In the event a Director attends an Outside Meeting pursuant to subsections (a), (b), or (c), above, the Director shall receive: One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) and in addition to the foregoing, to accommodate a reasonable travel time to and from authorized Outside Meetings, a Director may be compensated for up to one (1) day of travel, the day before all Meetings are to occur and up to one (1) day after the Meeting is concluded, provided that the Meeting is greater than seventy-five (75) miles from the District's headquarters.
- (e) If a Director wishes to attend an Outside Meeting or Conference not listed on Schedule "A", "B", or "C" or covered under Section 204 (f); the Director must receive prior approval from the full Board. The Director shall provide details of the meeting including the dates, agenda, estimated costs, and how attendance will benefit the District to the General Manager who will place the request on the next regular meeting agenda as a business item for consideration.
- (f) A Director shall be able to attend meetings with staff, consultants, elected officials from other Districts, or local community events or function and claim it as an "Outside Meeting" as long as they work with Board Secretary on providing an agenda and topic of discussion or flyer for transparency documentation.

204. Board of Directors will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.

205. COMPENSATION LIMITATIONS. Section 20202 of Division 10 of the California Water Code states:

"In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100.00) per day, the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of ten (10) days in any calendar month." There shall be no compensation for attending meetings or performing other duties for the District on the same day as Board of Directors meetings.

The compensation to the governing board of the West Valley Water District shall automatically increase by 5 percent each calendar year on October 15th.

The Board of Directors assigns the Board President or his designee to monitor, review, deny or recommend approval to the Board of Directors, all compensation requests by Directors according to the following criteria:

- (a) Each Director may be compensated for attending meetings, as defined in Sections 201 to Section 204 and Schedule "A", Schedule "B" and Schedule "C" and other meetings approved by the Board of Directors.
- (b) In addition to (a), each Director may incur or be reimbursed for travel expenses as defined in Article 300, Sections 301 and 302, up to but not in excess of actual expenses per fiscal year.

206. ETHICS TRAINING. Pursuant to Government Code Sections 53234, et al, of the State of California each Director shall attend at least two (2) hours of ethics training every two (2) years at the expense of the District. Such ethics training must be approved or authorized by the California Attorney General's Office and the Fair Political Practices Commission. Written proof of such ethics training must be filed by each Director with the District and the District shall retain records of such ethics training for at least five (5) years after the Director receives such training.

207. ETHICS POLICY. Each January, following a regular election cycle, the Board of Directors will approve an Ethics Policy presented by the Human Resources Department. The policy will support the issues covered by the ethics training required in Section 206, as well as any other issues specific to the District.

208. OTHER TRAINING. Each January following an election year, Directors are required to attend Sexual Harassment Training approved and/or administered by the Human Resources Department.

ARTICLE 300. EXPENSES

AUTHORIZATION

- (a) Directors are authorized to incur expenses arising out of and in connection with the meetings set forth in Sections 201, 202, 203 (a) and 203 (b) and Outside Meetings approved pursuant to Section 203 (c), with the approval of the Board of Directors:
- (b) Board of Directors will communicate their interest in attending an event to the Board Secretary to be added to the "Master Calendar of Events," which lists a description of the event, date, location, and Board member(s) who will attend.
- (c) After attending a District event, Board members are required to submit an Expense Report. Each Board Member shall report on meetings attended at the

District's expense.

- (d) Board members will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.
- (e) The District shall reimburse each Director for expenses while conducting District business as outlined below.
- (f) Each Directors shall be responsible for turning in appropriate District related Expenses for the month, including receipts or other documentation, to the Board Secretary's office by the last business day of the month. It is to each Director's benefit, as well as that of the District, that all itemized expenses be turned in to the Board Secretary's office in a timely manner for proper accounting.

301. LODGING, MEALS, AND OTHER EXPENSES. The District shall reimburse each Director for itemized expenses while conducting District business, including, but not limited to, payment of registration fees for conferences, workshops, seminars, lodging, meals, and other related expenses while attending or traveling to/from District related functions.

The following restrictions shall apply to District paid expenses:

- (a) District paid air travel shall be by coach class at the most economical fare available based on the itinerary of the Director. A Director may elect to voluntarily stay longer than necessary to discharge his or her duties as long as there is no additional expense to the District.
- (b) In the event a Director is required to rent a vehicle to attend an authorized Outside Meeting, the District shall reimburse the Director for the cost of such rental vehicle, provided that the cost shall not exceed the cost of a mid-sized vehicle, regularly charged by such rental company for same day rentals. Any contractual agreements between the District and car rental agencies shall be considered first for booking of rental vehicles.
- (c) The following are not reimbursable expenses: political contributions, alcoholic beverages, tips greater than eighteen (18) percent, parking or traffic violation fines, laundry services, child care, and entertainment expenses such as tickets to sporting events or theaters, in-room movies and access to Wi-Fi for personal use, and first class airfare travel.
- (d) Whenever appropriate, lodging and meals will be prepaid by the District or paid for by District staff. When making prepayment of reservations for travel, meals, lodging or other related expenses, it may be beneficial to the District to include payment for spouses. Each Director shall reimburse the District for any prepayment of costs for his/her spouse except as otherwise set forth in this Ordinance. Directors shall clearly identify expenses for his/her spouse except as otherwise set forth in this Ordinance. Directors shall clearly identify expenses for his/her spouse, or may choose to pay for expenses for his/her spouse on a separate ticket or sales slip at the time of purchase.

302. MILEAGE. Whenever a Director uses his/her personal vehicle for transportation on District business or to/from District related functions, the District shall reimburse the Director the same rate per mile as approved by the Internal Revenue Service at the time the mileage is incurred. No mileage reimbursement shall be made for attending Board of Directors meetings held at the District headquarters.

303. INSURANCE. In California, automobile insurance coverage follows the vehicle. Therefore, when a Director attends functions on behalf of the District in his/her personal vehicle, the Director's insurance is primary.

304. MONTHLY SUBMITTAL OF EXPENSE REPORTS - PAYMENT REQUESTS. For receiving compensation for attendance at or participating at appropriate meetings, a Board member shall submit to the District Board Secretary a payment request in the form of an expense report for the calendar month, at which time the Board will consider approval, including the President. A report of all expenses, including but not limited to, compensation requested pursuant to Article 300, to the Board Secretary no later than the last business day of each month. Each submittal shall be signed by the Director. Adequate documentation of actual costs shall include an identification of the official duty, a detailed receipt from the vendor listing the items purchased, and proof that the expense was paid by the Director such as the credit card receipt or cancelled check.

ARTICLE 400. BENEFITS

401. HEALTH PLAN. All Directors are eligible to participate in the District's group health plan, along with their spouses and dependent children (as that term is defined in Government Code Section 53205.1 of the California Government Code, "Dependent Children"). If a Director chooses not to participate in the health plan he/she must notify the General Manager in writing of his or her election not to participate.

- (a) The District's health plan is administered by the Association of California Water Agencies.
- (b) The District shall pay one hundred percent (100%) of the premium for the Director, spouse and Dependent Children.

402. BENEFITS AFTER RETIREMENT OR DEATH. A retired Director and spouse, or the spouse of a deceased Director or retiree may continue his/her medical, dental, life and vision insurance at the District's expense on the basis of the following:

The Director is a minimum of fifty (50) years of age with a minimum of twelve (12) years of total service and was elected prior to January 1, 1995. If the spouse of a deceased Director, or retiree, remarries and becomes eligible for health benefits under his/her spouse's health plan, all District benefits shall be terminated.

403. VISION CARE PLAN. Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Vision Service Plan is administered by the Association of California

Water Agencies.

- (b) The District shall pay one hundred percent (100%) of the premium including Director, spouse and Dependent Children.

404. DENTAL PLAN. Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Delta Dental Plan is administered by the Association of California Water Agencies.
- (b) The District shall pay one hundred percent (100%) of the premium for the Director, spouse, and Dependent Children.

405. RETIREMENT PLAN. Only the Directors elected or appointed prior to July 1, 1994 are eligible to participate in the District's retirement plan.

- (a) The retirement plan is administered by the California Public Employees Retirement System.
- (b) The District shall pay all costs, which include the District's and the eligible Director's share.

406. LIFE AND DISABILITY PLANS. All Directors are eligible to participate in the District's standard dependent life insurance, standard insurance long term disability plan and employee assistance program (collectively, "Life and Disability Plans"), along with their spouses and dependent children. If a Director chooses not to participate in the District's Life and Disability Plans he/she must notify the General Manager in writing of his or her election not to participate. Unless a Director chooses not to participate in the District's Life and Disability Plans, the District shall pay 100% of the premium for such Life and Disability Plans for the Director, his/her spouse and his/her dependent children.

407. LONG TERM CARE. Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Long Term Care Plan, administered by the CalPERS Long Term Care (LTC) program, is recommended.
- (b) The District shall pay one hundred percent (100%) of the premium for the District, spouse, and Dependent Children.

Section 2. Amendment of Schedules

Schedules "A", "B" & "C" may be amended from time to time by a duly adopted resolution of the Board.

Section 3. Publication

District Board Secretary shall certify to adoption of this Ordinance and cause it, or summary of it, to be published once within fourteen (14) days of adoption and once within seven (7) days of adoption by newspaper of general circulation, printed and published within the West Valley Water District service area, and shall post a copy of this Ordinance, including the vote, for and against the same, in the office of the Board Secretary in accordance with California Water Code Section 20200 *et seq.*

Section 4. Effective Date

This Ordinance shall become effective sixty (60) days from its adoption and Board committee assignments on the adopted schedules shall begin, January 4, 2021.

ADOPTED, SIGNED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2020.

Channing Hawkins, Kyle Crowther, Greg Young,

AYES: DIRECTORS: Michael Taylor, Clifford Young

NOES: DIRECTORS: None

ABSENT: DIRECTORS None

ABSTAIN: DIRECTORS None



Channing Hawkins
President of the Board of Directors
West Valley Water District

ATTEST:



Peggy Asche
Board Secretary

**SCHEDULE "A"
OUTSIDE MEETINGS**

ORGANIZATION

**DESIGNATED
REPRESENTATIVE**

ACWA Fall Conference	Any Board Member
ACWA Washington, D.C. Conference	Any Board Member
ACWA Spring Conference	Any Board Member
Member ACWA Legislative Symposium and Day at the Capitol	Any Board Member
Member Association of San Bernardino County Special Districts	Any Board Member
Board Member California Special Districts Association	Any Board Member
California Special Districts Association Legislative Days	Any Board Member
Water Education Foundation Tours	Any Board Member

**Expenses for conferences listed above are allocated to the Administration Department Conference Budget.*

SCHEDULE "B"
STANDING COMMITTEES

ORGANIZATIONS

**DESIGNATED
REPRESENTATIVE**

Executive Committee

Dr. Clifford O. Young, Sr.
Gregory Young

Engineering/Planning Committee

Gregory Young
Kyle Crowther

External Affairs Committee

Dr. Clifford O. Young, Sr.
Gregory Young

Finance Committee

Dr. Clifford O. Young, Sr.
Dr. Michael Taylor

Human Resources Committee

Kyle Crowther
Dr. Michael Taylor

Safety and Technology Committee

Dr. Michael Taylor
Kyle Crowther

Policy Review & Oversight Committee

SCHEDULE "C"
OUTSIDE MEETINGS

ACWA/JPIA

Dr. Clifford O. Young, Sr.

Clarence Mansell

Bloomington Municipal
Advisory Committee (MAC)

Gregory Young

Kyle Crowther

San Bernardino Valley
Municipal Water District

Dr. Clifford O. Young, Sr.

Western Coalition of Arid States

Dr. Clifford O. Young, Sr.

Gregory Young

CERTIFICATION

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO)

I, PEGGY ASCHE, Secretary of the Board of Directors of THE WEST VALLEY WATER DISTRICT, DO HEREBY CERTIFY that the foregoing **ORDINANCE NO. 86** was duly adopted by the Board of Directors of said District at a Regular meeting thereof, held the 5th day of November, 2020, a full quorum present and acting through, by the following vote to wit:

AYES:	DIRECTORS:	Channing Hawkins, Kyle Crowther, Clifford Young,
NOES:	DIRECTORS:	Michael Taylor, Greg Young
ABSENT:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None

DATE: 11/5/20

Peggy Asche

Peggy Asche
Board Secretary

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Client-Attorney Privilege

Invoice 1522474
May 31, 2021

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

Client/Matter No.: WE126-00001
Re: General

For Professional Services Rendered Through 5/31/2021

Billing Summary

Total Fees	\$5,306.00
Total Costs	\$14.60
Total Charges	<u>\$5,320.60</u>

*ok to pay
to
6/28/2021*

VENDOR# 1439 PO# _____
GL CODE 100-5660-525-5340 Proj# _____
GL CODE _____ Proj# _____
APPROVAL *[Signature]*

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Client-Attorney Privilege

Invoice 1522475
May 31, 2021

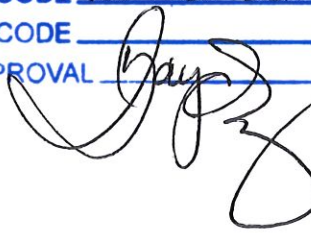
West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

Client/Matter No.: WE126-00003
Re: Personnel Rules Audit

For Professional Services Rendered Through 5/31/2021

Billing Summary

Total Fees	\$418.00
Total Charges	<u>\$418.00</u>

VENDOR# 1439 PO# _____
 GL CODE 100-5660-525-5340 Proj# _____
 GL CODE _____ Proj# _____
 APPROVAL 

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Client-Attorney Privilege

Invoice 1518521
March 31, 2021

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

Client/Matter No.: WE126-00003
Re: Personnel Rules Audit

For Professional Services Rendered Through 3/31/2021

Billing Summary

Total Fees	\$1,636.00
Total Charges	<u>\$1,636.00</u>

VENDOR# 1439 PO# _____
 GL CODE 100-5660-526-5330 Proj# _____
 GL CODE _____ Proj# _____
 APPROVAL _____

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Client-Attorney Privilege

Invoice 1518520
March 31, 2021

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

Client/Matter No.: WE126-00001
Re: General

For Professional Services Rendered Through 3/31/2021

Billing Summary

Total Fees	\$2,286.00
Total Charges	<u>\$2,286.00</u>

VENDOR# 1439 PO# _____
GL CODE 100-5660-526-5330 Proj# _____
GL CODE _____ Proj# _____
APPROVAL _____

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Client-Attorney Privilege

Invoice 1520673
April 30, 2021

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

Client/Matter No.: WE126-00006
Re: Confiden Personnel Matter No.2

For Professional Services Rendered Through 4/30/2021

Billing Summary

Total Fees	\$803.00
Total Charges	<u>\$803.00</u>

VENDOR# 1439 PO# _____
GL CODE 100-5660-526-5330 Proj# _____
GL CODE _____ Proj# _____
APPROVAL _____

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Client-Attorney Privilege

Invoice 1520379

April 30, 2021

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

Client/Matter No.: WE126-00003

Re: Personnel Rules Audit

For Professional Services Rendered Through 4/30/2021

Billing Summary

Total Fees	\$429.00
Total Charges	<u>\$429.00</u>

VENDOR# 1439 PO# _____
 GL CODE 100-5660-526-5330 Proj# _____
 GL CODE _____ Proj# _____
 APPROVAL _____

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Client-Attorney Privilege

Invoice 1520378
April 30, 2021

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

Client/Matter No.: WE126-00001
Re: General

For Professional Services Rendered Through 4/30/2021

Billing Summary

Total Fees	\$2,000.00
Total Charges	<u>\$2,000.00</u>

VENDOR# 1439 PO# _____
GL CODE 100-5660-526-5330 Proj# _____
GL CODE _____ Proj# _____
APPROVAL _____

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

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Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

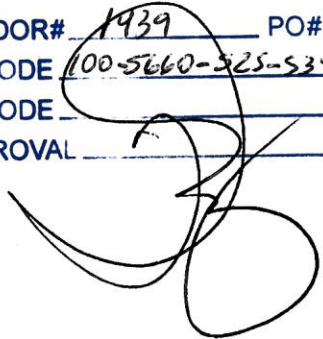
Invoice Number: 200737
Invoice Date: June 30, 2021

Client/Matter No.: WE126-00001
Re: General

Billing Summary

Total Fees	\$592.00
Total Costs	\$0.00
Total Charges	<u>\$592.00</u>

VENDOR# 1439 PO# _____
 GL CODE 100-5660-525-5340 Proj# _____
 GL CODE _____ Proj# _____
 APPROVAL _____



LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
855 W. Baseline Road
Rialto, CA 92377

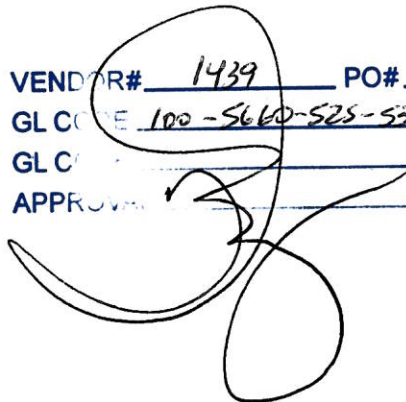
Invoice Number: 200736
Invoice Date: June 30, 2021

Client/Matter No.: WE126-00003
Re: Personnel Rules Audit

Billing Summary

Total Fees	\$114.00
Total Costs	\$0.00
Total Charges	<u>\$114.00</u>

VENDOR# 1439 PO# _____
 GL CODE 100-5660-525-5340 Proj# _____
 GL CODE _____ Proj# _____
 APPROVAL _____



HUNT ORTMANN PALFFY NIEVES
DARLING & MAH, INC.
301 N. LAKE AVE
7TH FLOOR
PASADENA, CA 91101
(626) 440-5200

WEST VALLEY WATER DISTRICT
Attn: Accounts Payable
P.O. BOX 190
RIALTO, CA 92377

July 13, 2021

Account # 7473.002
Invoice # 88849

In Reference to: Contracts

FOR PROFESSIONAL SERVICES RENDERED THROUGH 06/30/2021 SUMMARY OF FEES AND COSTS:

Total Fees:	\$30,156.50
Total Costs:	\$0.00
<u>Total Balance Due</u>	<u>\$30,156.50</u>

LEAL • TREJO
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION

H. FRANCISCO LEAL
WILLIAM J. TREJO
MARIBEL S. MEDINA
DAVID J. ALVAREZ
MICHAEL E. WOLFSOHN
DENISE A. MARTINEZ
JENNIFER A. CHAMBERLAIN
ARTURO N. FIERRO
ANA MARIA QUINTANA

3767 WORSHAM AVENUE
LONG BEACH, CALIFORNIA 90808
(213) 628-0808
FAX (213) 628-0818
WWW.LEAL-LAW.COM

July 19, 2021

Rickey S. Manbahal
Interim General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through May 2021 for
West Valley Water District – Writ-Young v. West Valley Water
District Legal matters.**

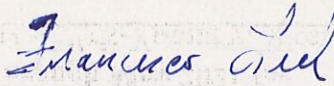
Dear Mr. Manbahal:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Writ-Young Inv. No. 18475 \$ 4,582.50

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC


H. Francisco Leal

HFL/meg
Enclosures

REED & DAVIDSON, LLP
ATTORNEYS AT LAW
515 SOUTH FIGUEROA STREET, SUITE 1110
LOS ANGELES, CA 90071
TELEPHONE (213) 624-6200
FACSIMILE (213) 623-1692
POLITICALLAW.COM

June 1, 2021

West Valley Water District
855 W. Base Line Rd.
Rialto, CA 92736
Attn: Rickey S. Manbahal

Invoice Number: 42216

	<u>Amount</u>
Previous balance	\$12,596.50
	<hr/>
Balance due	\$12,596.50
	<hr/>

REED & DAVIDSON, LLP
ATTORNEYS AT LAW
515 SOUTH FIGUEROA STREET, SUITE 1110
LOS ANGELES, CA 90071
TELEPHONE (213) 624-6200
FACSIMILE (213) 623-1692
POLITICALLAW.COM

July 1, 2021

West Valley Water District
855 W. Base Line Rd.
Rialto, CA 92736
Attn: Rickey S. Manbahal

Invoice Number: 42320

	<u>Amount</u>
Previous balance	\$7,262.50
	<hr/>
Balance due	\$7,262.50
	<hr/>



IVIE McNEILL WYATT
PURCELL & DIGGS

**Bill to: West Valley Water District
855 West Base Line Road
Rialto, California, 92376**

**Invoice No: 744727
Dated: June 17, 2021
File No: 8007-005
File Name: DAVIS V WVWD**

FOR PROFESSIONAL SERVICES

Total Fees: \$2,085.00



IVIE McNEILL WYATT
PURCELL & DIGGS

**Bill to: West Valley Water District
855 West Base Line Road
Rialto, California, 92376**

**Invoice No: 744728 Dated: June
17, 2021
File No: 8007-007
File Name: ROMERO V WVWD**

FOR PROFESSIONAL SERVICES

Total Fees: \$405.00



TAFOYA LAW GROUP, APC

316 W. 2nd St. • Suite 1000
Los Angeles, CA 90012
Office 213.617.0600 • Fax 213.617.2226

Statement No.: 21-1007

Date: July 2021

Billing Period: July 1, 2021-July 31, 2021

Bill to: West Valley Water District
855 West Base Line Road
Rialto, California 92376

PROFESSIONAL SERVICES

Total Fees for July 2021:	\$ 21,942.00
Total Costs for July 2021:	<u>\$ 21.00</u>
Total for July 2021:	\$ 21,963.00