



WEST VALLEY WATER DISTRICT
855 W. Base Line Road Rialto, CA

**NOTICE OF CALL OF
AND AGENDA FOR
SPECIAL MEETING
(Government Code § 54956(a))**

PLEASE TAKE NOTICE that the President of Directors of the West Valley Water District has called a Special Meeting of the Board of Directors for

6:00 P.M. on THURSDAY, JULY 11, 2019,

at District Headquarters located at 855 W. Base Line Road, Rialto, CA 92376. The only items of business to be considered at this Special Meeting are as set so forth in the following agenda:

**SPECIAL MEETING
AGENDA**

Thursday, July 11, 2019

CLOSED SESSION – 6:00 P.M. • OPEN SESSION 6:30 P.M.

"In order to comply with legal requirements for posting of agendas, only those items listed in this NOTICE OF CALL AND AGENDA FOR SPECIAL MEETING will be considered by the Board of Directors."

OPENING CEREMONIES

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

ADOPT AGENDA

INFORMATION

- American Cancer Society Presentation
- Customer Service Improvements and Goals Presentation
- Water Reliability Improvement Program Update.

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. No person will be allowed to make comments at any other time in the meeting except if there is a Public Hearing. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

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. Authorization to Approve Change Order No. 4 for the Highland Avenue 30-inch Transmission Main Project. Consider Notice of Completion Recordation for the Highland Avenue 30-inch Transmission Main Project.
2. Authorization to Approve Change Order for Reservoir 3-A-1 Roof Replacement and Asbestos Abatement and Disposal.

BUSINESS MATTERS

Consideration of:

3. Authorization for Signatory Changes for all JP Morgan Chase, US Bank, and CalTrust Accounts.
4. Local Agency Investment Fund (LAIF) Signature Card.
5. United Technology Corporation Deposits Transfer to Chase General Government Checking Bank Account.
6. Consider A Budget Adjustment for Task Order #4 For MV Cheng & Associates, Inc.
7. Consideration to Elect a Representative to the 2019 California Special Districts Association (CSDA) Board of Directors in the Southern Network, Seat B.
8. Request to Fund Roemer Hydroelectric Station Interest 2018-19.
9. Authorization to Approve Change Order for the Well 15 Rehabilitation Project.

10. Consider an Agreement for As-Needed, On-Call Technical Services with Carollo Engineers, Inc. for Fixed Bed Biotreatment (FXB) Support.
11. REJECTION OF CLAIM - Staff recommends that the District Board reject the following claim(s) and direct staff to send appropriate notice of rejection to claimant(s): Martin E. Venegas vs West Valley Water District; Claim No. 19-0512

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

- **Board Members**
- **Legal Counsel**
- **General Manager**

❖ 1,695 Days without a "Loss Time" claim.

UPCOMING MEETINGS

- July 15, 2019 - Association of the San Bernardino County Special Districts (ASBCSD) dinner, hosted by the Phelan Pinon Hills at the Percy Bakker Community Center in Hesperia, CA. Social hour will begin at 6:00 PM, with a call to order at 6:45 PM.
- July 16, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- July 18, 2019 - West Valley Water District Board of Directors Meeting at 6:30 PM (Closed Session at 6:00 PM) at the District Headquarters
- July 18, 2019 - San Bernardino Valley Municipal Water District Advisory Commission on Water Policy at 6:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- July 19, 2019 - West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters

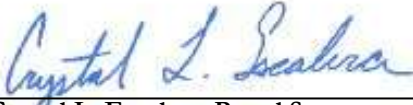
CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: One (1)
- REJECTION OF CLAIM - Staff recommends that the District Board reject the following claim(s) and direct staff to send appropriate notice of rejection to claimant(s): Martin E. Venegas vs West Valley Water District; Claim No. 19-0512.

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 July 8, 2019.



Crystal L. Escalera, 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 Crystal Escalera, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Escalera may be contacted by telephone at (909) 875-1804 ext. 704, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.



BOARD OF DIRECTORS STAFF REPORT

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: WATER RELIABILITY IMPROVEMENT PROGRAM UPDATE

BACKGROUND:

At the March 9, 2019, Mid-Year Budget Workshop and Water Reliability Workshop, District staff reported on the status of the system and pointed out the potential to improve water security through increasing the number of available water resources. To address this issue, District staff has embarked upon a Water Reliability Improvement Program, with the goal of rehabilitating and improving existing groundwater wells to meet future demands.

DISCUSSION:

The purpose of this report is to provide a status update on the Water Reliability Improvement Program. A brief summary is provided below detailing the current status for active groundwater well projects since the last update was provided on June 20, 2019.

- Well 7 – Phase I Assessment is now complete. Phase II includes replacing all corroded pump columns due to pitting and wear overtime and lowering the pump inlet to 100 feet below the pumping water levels to draw water in from deeper water levels. Water quality results were received June 21, 2019, for samples collected from Well 7. All lab results were within regulatory limits. This well can be used to supply water to Zones 3 or 4 and is anticipated to supply 2,000 gallons per minute (GPM) when operational.
- Well 8A – Well 8A is anticipated to be re-equipped and ready for production during July 2019. This well can be used to supply water to Zones 3 or 4 and is anticipated to supply 2,500 GPM when operational.
- Well 15 – Well 15 was test pumped in June 2019 by General Pump at a new pump setting. During the pump testing, the well held a steady safe pumping level at 2,000 GPM. The well is expected to be into production during July 2019, pending receipt and review of water quality results. This well supplies Zone 3 and is anticipated to supply 2,000 GPM when operational.
- Well 18A – A California Environmental Quality Act Notice of Exemption (NOE) was filed for the Well 18A project on June 11, 2019. The NOE is posted for public review and comment until July 24, 2019. Well 18A supplies water to Zone 2 and is anticipated to supply

1,800 GPM when operational.

- Well 41 – A permit amendment application has been submitted to the Division of Drinking Water to utilize ion exchange vessels at Well 41 for perchlorate removal. The permitting process can take an estimated three to six months. Merlin Johnson Construction, Inc. transferred the ion exchange vessels from the Zone 2-3 ion exchange system to Well 41 in the week of June 24, 2019. This well supplies water to Zone 2 and is anticipated to supply 2,000 GPM when operational.
- Well 54 – The Well 54 deaeration project is expected to be completed and ready for production during July 2019. Well 54 supplies water to Zone 6 and is anticipated to supply 750 GPM when operational.

To date, all Water Reliability Improvement Program projects are still underway.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

For information only.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM:ab

ATTACHMENT(S):

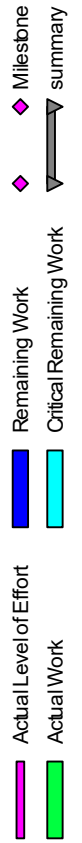
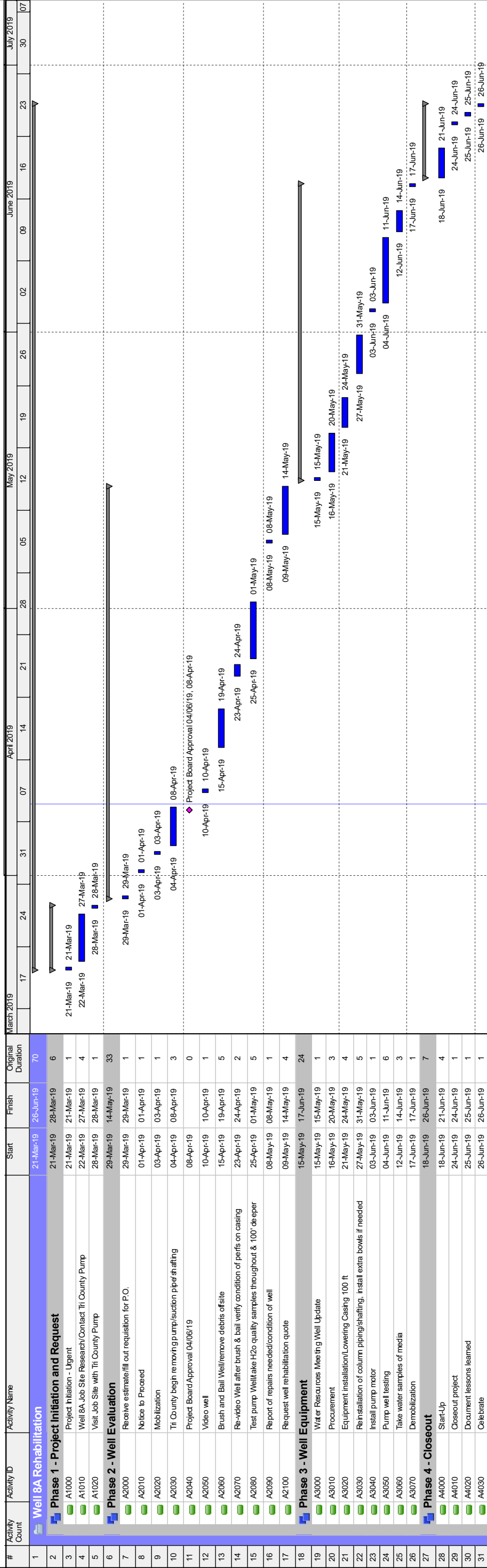
1. Exhibit A - Primavera Schedules for Wells 8A, 15, 41 and 54

EXHIBIT A



Well 8A Rehabilitation Project No. W19034

09-Apr-19
Drawn by: Rosa M. Gutierrez, P.E.
Title: Associate Engineer with P.E.

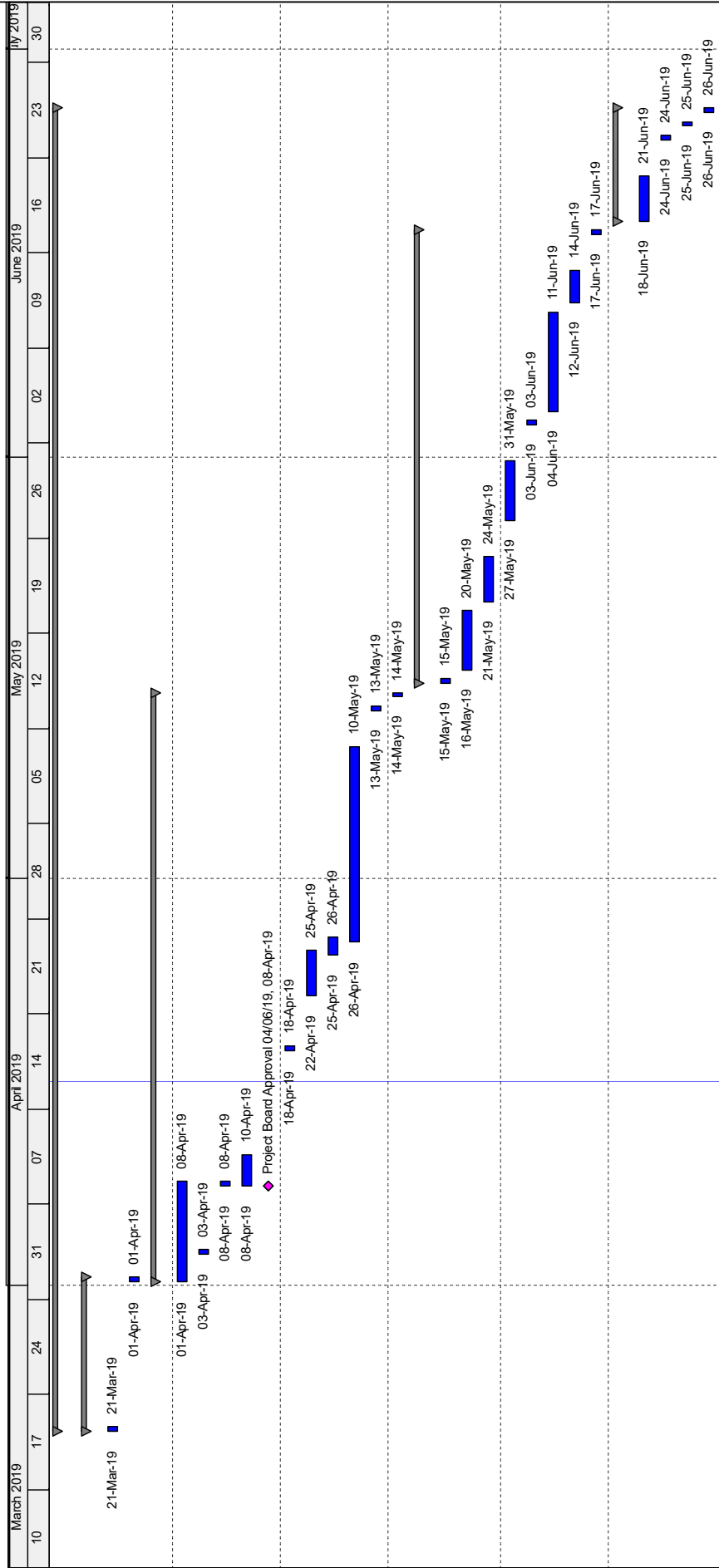




Well 15 Rehabilitation Project No. W19037

17-Apr-19
Drawn by: Rosa M. Gutierrez, P.E.
Title: Associate Engineer with P.E.

#	Activity Count	Activity ID	Activity Name	Start	Finish	Original Duration
1			Well 15 Rehabilitation	21-Mar-19	26-Jun-19	70
2			Phase 1 - Project Initiation and Request	21-Mar-19	01-Apr-19	8
3		A1000	Project Initiation - Urgent	21-Mar-19	21-Mar-19	1
4		A1010	Well 15 Job Site Research/Contact General Pump Company, Inc.	01-Apr-19	01-Apr-19	1
5			Phase 2 - Evaluation	01-Apr-19	14-May-19	32
6		A2000	Receive estimate/fill out requisition for P.O.	01-Apr-19	08-Apr-19	6
7		A2010	Notice to Proceed	03-Apr-19	03-Apr-19	1
8		A2020	Mobilization	08-Apr-19	08-Apr-19	1
9		A2030	General Pump begin removing pump/suction pipe/shafting	08-Apr-19	10-Apr-19	3
10		A2040	Project Board Approval 04/06/19	08-Apr-19	08-Apr-19	0
11		A2050	Video well	18-Apr-19	18-Apr-19	1
12		A2060	Brush and Bat Well/remove debris offsite	22-Apr-19	25-Apr-19	4
13		A2070	Re-video Well after brush & bail verify condition of perfs on casing	25-Apr-19	26-Apr-19	2
14		A2080	Test pump Well/take H2o quality samples throughout & 100' deeper	26-Apr-19	10-May-19	11
15		A2090	Report of repairs needed/condition of well	13-May-19	13-May-19	1
16		A2100	Request well rehabilitation quote	14-May-19	14-May-19	1
17			Phase 3 - Equipment	15-May-19	17-Jun-19	24
18		A3000	Water Resources Meeting Well Update	15-May-19	15-May-19	1
19		A3010	Procurement	16-May-19	20-May-19	3
20		A3020	Equipment installation/Lowering Casing 100 ft	21-May-19	24-May-19	4
21		A3030	Reinstallation of column piping/shafting, install extra bowls if needed	27-May-19	31-May-19	5
22		A3040	Install pump motor	03-Jun-19	03-Jun-19	1
23		A3050	Pump well testing	04-Jun-19	11-Jun-19	6
24		A3060	Take water samples of media	12-Jun-19	14-Jun-19	3
25		A3070	Demobilization	17-Jun-19	17-Jun-19	1
26			Phase 4 - Closeout	18-Jun-19	26-Jun-19	7
27		A4000	Start-Up	18-Jun-19	21-Jun-19	4
28		A4010	Closeout project	24-Jun-19	24-Jun-19	1
29		A4020	Document lessons learned	25-Jun-19	25-Jun-19	1
30		A4030	Celebrate	26-Jun-19	26-Jun-19	1

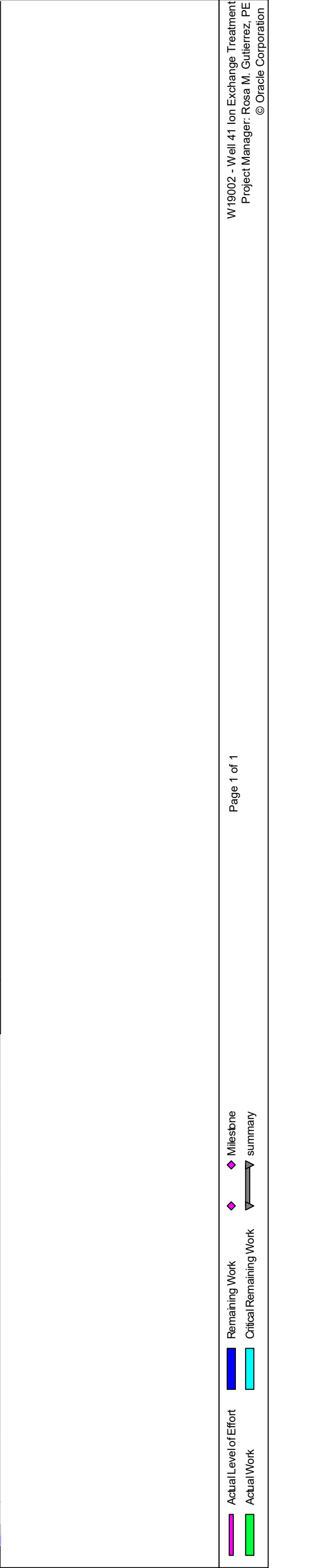
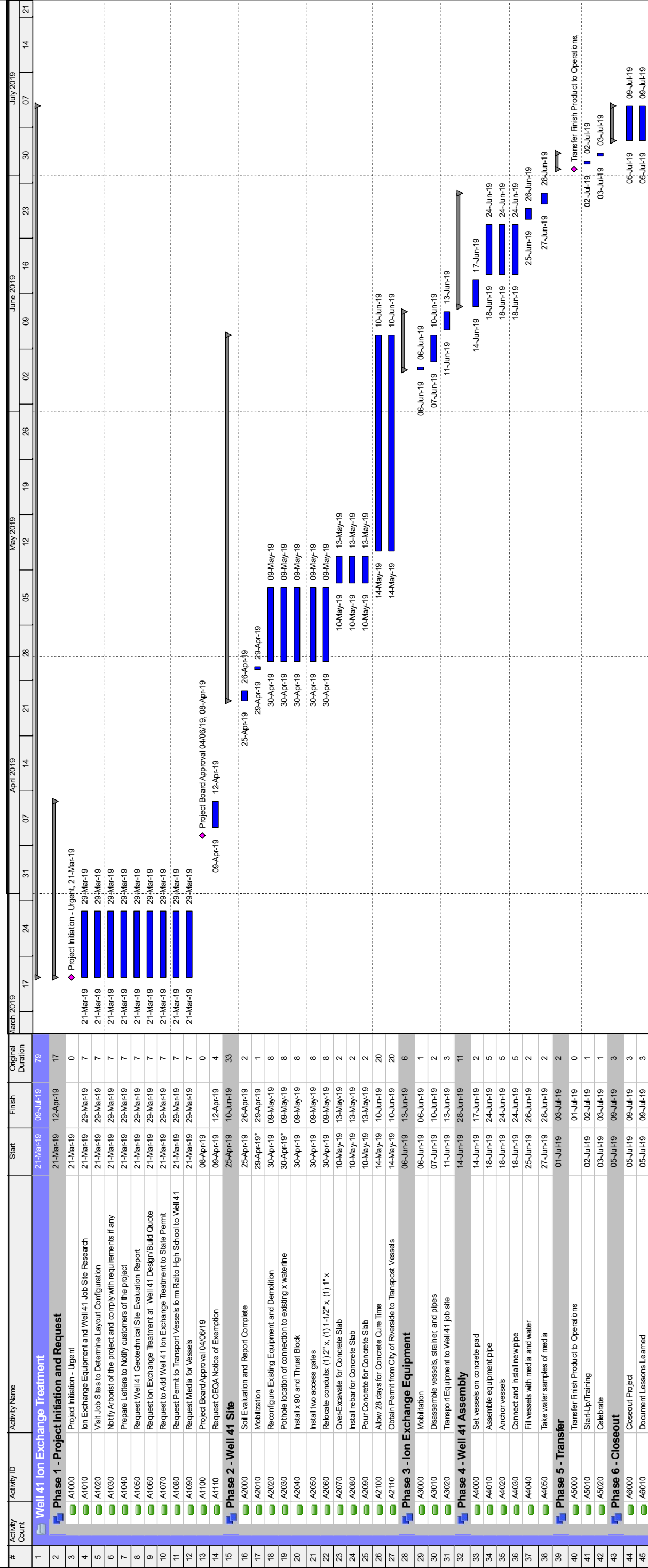


■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone
 ◆ Critical Remaining Work
 ▶ summary



Well 41 Ion Exchange Treatment Project No. W19002

09-Apr-19
Drawn by: Rosa M. Gutierrez, P.E.
Title: Associate Engineer with P.E.



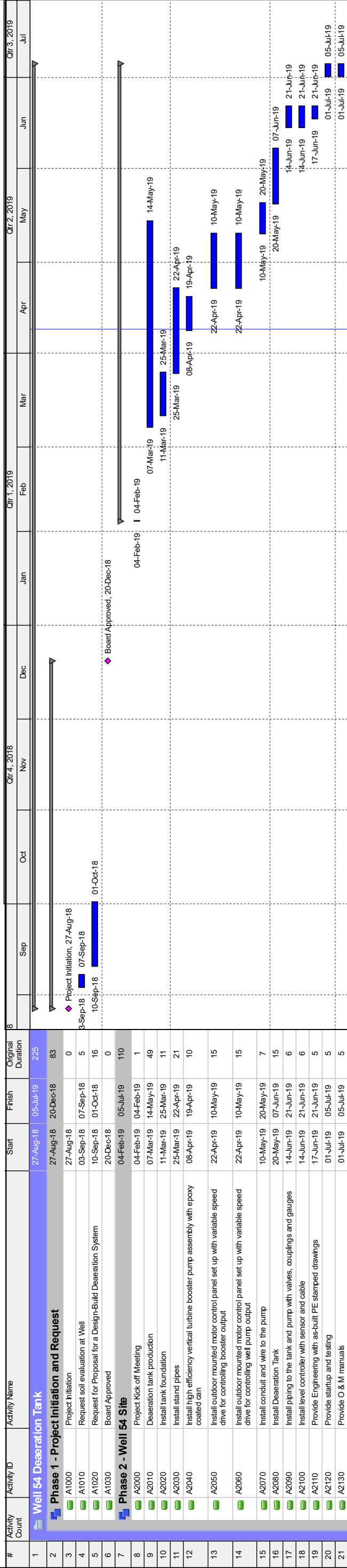
Actual Level of Effort █ Remaining Work █ Milestone ◆
 Actual Work █ Critical Remaining Work █ summary ▬

W19002 - Well 41 Ion Exchange Treatment
Project Manager: Rosa M. Gutierrez, PE
© Oracle Corporation



Well 54 Deaeration Tank Project No. W19031

10-Apr-19
Drawn by: Rosa M. Gutierrez, P.E.
Title: Associate Engineer with P.E.



█ Actual Level of Effort █ Remaining Work ◆ Milestone
█ Actual Work █ Critical Remaining Work ▶ summary



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION TO APPROVE CHANGE ORDER NO. 4 FOR THE HIGHLAND AVENUE 30-INCH TRANSMISSION MAIN PROJECT. CONSIDER NOTICE OF COMPLETION RECORDATION FOR THE HIGHLAND AVENUE 30-INCH TRANSMISSION MAIN PROJECT.

BACKGROUND:

On June 27, 2018, the District entered into a contract with Merlin Johnson Construction, Inc. for the construction of the Highland Avenue 30-inch Transmission Main Capital Improvement Project. While installing the new 30-inch transmission main at Highland Avenue, the California Department of Transportation (Caltrans) increased the limits of, and pavement requirements needed to complete the project.

In order to comply with the Caltrans' requirements, additional paving above the original contract amount was required. Merlin Johnson Construction, Inc. has submitted Change Order No. 4 to cover the cost for this additional work.

The District's Project Manager on the project, Rosa M. Gutierrez, P.E., has confirmed the substantial completion of the Highland Avenue 30-inch Transmission Main Project, between Pepper Avenue and Oakdale Avenue.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2018/19 Capital Improvement Budget under the Highland Avenue 30-inch Transmission Main – Pepper Avenue to Oakdale Avenue - Construction. This change order will increase the contract amount by \$113,050.00 for a total of \$1,677,531.30. A copy of Change Order No. 4 and final is attached as **Exhibit A**. Additional funds will be needed. The District's budget for Lord Ranch 4-3 Pump Station has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2018-2019 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
W15004 Lord Ranch 4-3 Pump Station	\$1,241,961.70	\$0.00	(\$113,050.00)	\$1,128,911.70
W15007 Highland Avenue 30-inch	\$0.00	\$113,050.00	\$113,050.00	\$0.00

Transmission Main – Pepper Avenue to Oakdale Avenue - Construction				
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STAFF RECOMMENDATION:

It is recommended that the Board of Directors authorize staff to file the Notice of Completion for the project and approve Change Order No. 4 for the Highland Avenue 30-inch Transmission Main Capital Improvement Project in the amount of \$113,050.00 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - Merlin Johnson Construction, Inc. Change Order No. 4

MEETING HISTORY:

06/19/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

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

PROJECT: Zone 4 – 30” Transmission Line in Highland Avenue

Change Order No. 4 Agreement Date: June 27, 2018

Date: 06/13/2019 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. Adjust Quantity of Bid Item No. 14, Replace Traffic Loops, Signage, Striping, etc.	\$21,724.65	
2. Deduct Bid Item No. 14, Replace Traffic Loops, Signage, Striping, etc.		(\$19,700.00)
3. Adjust Quantity of Bid Item No. 17, Furnish and Install AC Base Pavement Full Lane Width, per Caltrans Trench Detail	\$159,632.40	
4. Deduct Bid Item No. 17, Furnish and Install AC Base Pavement Full Lane Width, per Caltrans Trench Detail		(\$66,813.00)
5. Adjust Quantity of Bid Item No. 20, Furnish and Install AC Base Pavement Full Lane Width, per City of Rialto Trench Detail	\$38,809.95	
6. Deduct Bid Item No. 20, Furnish and Install AC Base Pavement Full Lane Width, per		

City of Rialto Trench Detail (\$20,604.00)

Total, for Item I \$220,167.00 - \$107,117.00

TOTAL FOR CHANGE ORDER NO. 4 \$ 113,050.00

II. CONTRACT TIME

Increased 0 calendar days

III. JUSTIFICATION:

Adjustment of bid quantity for striping and pavement based on actual conditions in the field and Caltrans increase in limits of, and pavement requirements needed to complete the project.

CHANGE TO CONTRACT PRICE:

Original Contract Price	\$ <u>1,283,452.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>281,029.30</u>
Contract Price Due to This Change Order will be Increased	\$ <u>113,050.00</u>
New Contract Price, including This Change Order	\$ <u>1,677,531.30</u>

CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>0</u> Working Days
Date of Completion of All Work	<u>August 9, 2019</u> (Date)

REQUIRED APPROVALS:

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

Requested By (Contractor)

Date

Recommended By (Project Manager)

Date

Recommended By (Engineering Manager)

Date

Accepted By (Owner)

Date



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION TO APPROVE CHANGE ORDER FOR RESERVOIR 3-A-1 ROOF REPLACEMENT AND ASBESTOS ABATEMENT AND DISPOSAL

BACKGROUND:

On October 18, 2018, the West Valley Water District (“District”) entered into a contract with Rite-Way Roof Corporation for the Reservoir 3-A-1 Roof Replacement and Asbestos Abatement and Disposal Project. During removal of the existing roofing materials, rebar corrosion and concrete spalling at the precast concrete roof t-beams were discovered. The damaged roof members need to be repaired prior to the new roofing being placed.

DISCUSSION:

District staff solicited design proposals for repair. Two (2) engineering firms – Kelsey Structural Engineering Service (“KSE”) and Knapp & Associates, Inc. (“KAI”) – submitted proposals. AKD Consulting (“AKD”) performed the initial evaluation of the roof did not submit a proposal. The design proposals were similar proposing installation of Fiber Reinforced Polymer (FRP) strengthening system and approximately two hundred fifty-three (253) metal patches. The roof system that was original bided uses hot tar, which would melt the resin in FRP. A different type of roofing system is selected because it would not damage the FRP repairs. The design proposal costs were as follows:

Knapp & Associates, Inc.	Kelsey Structural Engineering
\$4,900	\$7,000

Rite-Way Roof Corporation has submitted Change Order to cover the cost for the additional work as specified by KAI in the amount of **\$180,321.00**. A copy of Change Order is attached as **Exhibit B**.

FISCAL IMPACT:

This item is included in the Fiscal Year 2019/20 Capital Budget and will be funded from project number W19011 titled “Annual R/R – Reservoir Rehabilitation” with a budget of \$196,604.00.

The District has complied with the District's purchasing policy regarding this item. On September 18, 2018, a Request for Bids (RFB) was issued and publicly advertised on PlanetBids for Reservoir 3-A-1 Roof Replacement and Asbestos Abatement and Disposal Project. The change order request is to repair unforeseen structural damage and to adjust the type of roof compatible with the type of repair the structural engineer has recommended.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve Change Order for Reservoir 3-A-1 Asbestos Abatement and Roof Replacement Project in the amount of \$180,321.00.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM:jc

ATTACHMENT(S):

1. Exhibit A - Design Proposals from KAI and KSE
2. Exhibit B - Rite-Way Roof Corporation Change Order
3. Exhibit C - Photos of Reservoir 3-A-1 Roof

MEETING HISTORY:

06/19/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

**KNAPP & ASSOCIATES, INC.**

408 So. Stoddard Ave, San Bernardino, CA 92401

Phone: (909) 889-0115 Fax: (909) 889-0455 Email: knappae@aol.com

April 22, 2019

Joe Schaack
West Valley Water District
855 W. Baseline
Rialto, CA 92377

Re: WWWD Reservoir Roof Rehabilitation

PROPOSAL

We are proposing to provide structural engineering calculations and drawings for roof rehabilitation design. Our fee for this service will be in the amount of \$4,900, and if acceptable, please sign and return this letter of proposal with your authorization to proceed.

Respectfully,

Leonard C. Knapp

Accepted by:

Signature _____ Print _____ Date _____

West Valley Water District

855 Baseline Rd., Rialto, CA 92376

Double Tee Rooftop Seismic Strengthening

Proposal:

Fiber Reinforced Polymer (FRP) Strengthening System

Date: April 24, 2019	Proposal No.: 550241
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Submitted By:

Gaetano Bologna, Business Development Manager

Direct: 951-318-7840

Email: gbologna@structuraltec.com

structural

A Structural Group Company

Proposal #550241
West Valley Water District – Double Tee

April 24th, 2019

PROJECT: West Valley Water District – Seismic Strengthening

RE: Fiber Reinforced Polymer (FRP) Strengthening System & Rooftop Coating

Structural Group, Inc. (STRUCTURAL) is pleased to provide this budgetary estimate for the FRP Strengthening System at the topside of the double tee precast panels acting as a roof for the aforementioned project.

STRUCTURAL has over 40 years of experience providing FRP solutions to concrete infrastructure and is uniquely qualified to perform the FRP scope of work presented.

PROJECT SCOPE

The FRP strengthening is required at the double tee joints as defined and referenced below (based on the calculations and details provided by Knapp & Associates on March, 12th, 2019). Once installed, the FRP material is to be covered with a rooftop coating to be provided by others.

- S1: Structural Calculations
- S2: Sketch of rooftop dimensions and deficiencies.

GENERAL SCOPE OF WORK

STRUCTURAL proposes to provide all necessary labor, material, equipment, and supervision (except as noted below) to perform the following general scope of work:

1. Provide shop drawings and details – no P.E. stamp is required for the FRP submittal unless otherwise specified.
2. Mobilize and set-up (1 mobilization included to fully complete the identified FRP and coating scopes, additional pricing is provided in the “Pricing” section for each additional mobilization that may be required).
3. Prepare substrate surfaces to receive FRP by abrasive methods.
4. Apply primer and putty to the prepared substrate surfaces.
5. Saturate the FRP fabric with epoxy utilizing mechanical saturating equipment.
6. Install FRP System to double tee joints as designed and detailed.
7. Broadcast sand to top layer of FRP to permit bonding of rooftop coating application
8. Feather all seams and edges.
9. Clean-up, take-down and demobilize.

NOTE: All FRP materials to be manufactured and provided by Structural Technologies.

Proposal #550241

West Valley Water District – Double Tee

WORKING CONDITIONS

Our budgetary estimate is based upon the following working conditions.

- Safety Trained Employees.
- Daytime work hours for 40 hour work week (7:00a.m. – 5:00p.m.).
- Five (5) day week MTWThF.
- Open shop labor, prevailing wages not required, not subjected to any PLA's or union requirements.

SAFETY 24/7 – KNOW IT, LIVE IT

Safety 24/7 is a STRUCTURAL employee's personal commitment to his or her own safety, as well as to the safety of friends, family, and co-workers. Safety is a core principle – there is nothing more important in what we do, **24/7**. This commitment creates a culture of safety on our jobsites, in our manufacturing facilities, offices, and in our private lives.

STRUCTURAL's Dedication to Safety

The safety of tenants, work crews and property before, during, and after construction is our top priority and it extends to our subcontractors, customers, tenants, the general public and the structure itself.

EXCLUSIONS and Support by Others

The following items and associated costs are excluded from our budgetary estimate. If you would like to make changes to this list, please let us know and we can discuss revisions and potential project impacts.

- a) Delays associated with:
 - i. *Your operations (alarms, evacuations, logistics).*
 - ii. *Other contractors.*
- b) Additional work beyond scope described above.
- c) Electricity: access to 110 volt, 20 amp power sources.
- d) Concrete repairs
- e) Steel joint repairs as necessary
- f) Access to potable water.
- g) Roof coating
- h) Dumpsters within close proximity to work area for disposal of debris and regular trash.
- i) Removal and abatement of hazardous materials (lead paint, asbestos, etc.) prior to STRUCTURAL mobilization, if applicable.
- j) Laydown area at work areas.
- k) All dust control and containment.
- l) Removal of all obstructions such as MEP equipment, conduits, attachments, facades, coatings, partition walls, etc. to access wall elements requiring FRP. The bare structural concrete of the elements shall be fully exposed and accessible for the FRP installation.

Proposal #550241

West Valley Water District – Double Tee

- m) Any shoring and bracing, if required.
- n) All required testing, structural observations and inspections (special inspections or otherwise).

ESTIMATED SCHEDULE

We propose to perform the above noted scope of work in approximately 3-4 full work weeks.

PRICING

STRUCTURAL proposes to perform the above noted scope of services for the following:

FRP Strengthening System (LS): ... 97,565.00

Additional Notes:

1. Pricing above includes a single mobilization. Each additional mobilization that may be required to be paid at \$1,500.00 per each.
2. Contractual Terms: to be mutually agreed upon.

SUGGESTED NEXT STEPS

If this budgetary estimate meets your requirements, please return your contract for review and execution. Otherwise, please let us know if there are any questions related to the requirements and services in this budgetary estimate. We look forward to working with you on this project.

Respectfully,



Gaetano Bologna
Business Development Manager



Structural Engineering Service Proposal

March 5, 2019

Joe Shaack
Production Supervisor
West Valley Water District
855 W Baseline Rd.
Rialto, CA 92376

RE: WVWD Reservoir 3A-1 Roof Repair

Dear Mr. Shaack,

Thank you for the opportunity to provide a proposal for the above referenced project.

PROJECT BACKGROUND

It is our understanding that West Valley Water District (WVWD) is requesting a proposal for structural engineering services for roof repairs at Reservoir 3A-1. The reservoir is a 2.0 MG rectangular concrete tank that was originally constructed in 1972 and is currently undergoing a reroofing project. During removal of the existing roofing materials, rebar corrosion and concrete spalling at the precast concrete roof t-beams were discovered. The purpose of this project is to repair the damaged roof members prior to the new roofing being placed.

Kelsey Structural (KS) is proposing to WVWD to provide the structural recommendations and design for the roof repair. This proposal is presented as a representation of our current understanding of the project scope of work and objectives and is based on information provided by WVWD. This proposal was prepared specifically for WVWD and may not be provided to others without Kelsey Structural's express permission.

SCOPE OF WORK

Our proposed Scope of Work includes the following:

1. Structural Roof Repair Design

KS shall perform the following tasks for the structural roof repair design:

- a. Record Review: Perform review of existing record drawings and photos to determine existing roof structure design intent, detailing, and any other relevant information required for repair detailing. WVWD to provide precast roof t-beam shop drawings, if available.



Structural Engineering Service Proposal

- b. Tech Memo: Provide a one to two-page written Tech Memo identifying existing roof damage with structural repair recommendations. Anticipated repairs include fiber strengthening at the damaged roof members.
- c. Structural Details: Provide one 11x17 structural drawing with proposed structural roof repair details and required fiber strengthening and design criteria for use by fiber contractor. Details will indicate minimum requirements for fiber contractor to perform repair work.

Items not explicitly defined in the Scope of Work are not provided at this time. The final Scope of Work may vary from what is presented herein and may be revised with consent by both KS and WVWD.

DELIVERABLES

The Scope of Work shall include the following deliverables:

1. Tech Memo: Includes a one to two-page written Tech Memo with findings and repair recommendations.
2. Structural Detail: Includes one 11x17 structural detail sheet with fiber repair details and design criteria.

Drafting will be performed in AutoCAD and all submittal materials will be provided in PDF format.

All work shall conform to the 2016 California Building Code (CBC) and its referenced code documents.

EXCLUSIONS

The Scope of Work as defined herein does not include the following items:

1. Concrete repair details, joint repair details, or any other details beyond proposed fiber repair details shall not be provided.
2. Gravity or lateral analysis of the existing structure shall not be not provided.
3. Structural calculations, specifications and full structural drawings shall not be provided.
4. Cost Estimates shall not be provided.
5. Construction Support services shall not be provided as part of this Scope of Work. A separate proposal for Construction Support services may be provided.



Structural Engineering Service Proposal

PROPOSED FEE

Our proposed fee for the Scope of Work as defined herein is **\$7,000.00** (fixed-fee).

ADDITIONAL SERVICES

Additional services are those which arise as a result of unforeseen circumstances during the design of a project and which, therefore, cannot be included in the basic services agreement, or those services, which are not part of the original Scope of Work. Addenda to this proposal may be provided for these services, as required.

Thank you for the opportunity to provide our proposal and for considering us for this project. If you have any questions or need further information, please do not hesitate to call or email.

Sincerely,

Guy Kelsey, SE 6099
Principal Engineer

Proposal accepted by Client or
authorized representative of Client:

Signature

Date

Name (please print)

c: Matt Stone, SE

EXHIBIT B

WEST VALLEY WATER DISTRICT

CHANGE ORDER

Order No. _____

Date _____

Agreement Date _____

Sheet _____ **of** _____

Owner: _____ West Valley Water District _____

Project: _____ West Valley Water District Reservoir 3-A-1 Roof Replacement and Asbestos Disposal _____

Contractor: _____ Rite-Way Roof Corporation _____

The following changes are hereby made to the Contract Documents:

#1 Installation of "Fiber Reinforced Polymer (FRS) Strengthening system." (Attachment 1 - Proposal) *PLEASE NOTE THE EXCLUSIONS as provided by Structural Preservation Systems, LLC

#2 Install of approximately (253) 10" x 16" 24 gauge metal patches.

#3 Installation of Johns Mansville TPO 60-mil single-ply roof system instead of Johns Mansville BUR asphalt-applied roof system. (Attachment 2 - Assembly Letter)

JUSTIFICATION:

As requested by West Valley Water District due to pre-existing deck conditions.

CHANGE TO CONTRACT PRICE

Original Contract Price \$ 185,727.00

Current Contract Price Adjusted by Previous Change Order(s) \$ 185,727.00

Contract Price due to this Change Order shall be (increased) (decreased) \$ 180,321.00

New Contract Price including this Change Order \$ 366,048.00

CHANGE TO CONTRACT TIME

Contract Time will be TBD
(Calendar Days)

(increased) (decreased)

Date for Completion of all Work TBD
(Date)

APPROVED

Owner

WEST VALLEY WATER DISTRICT

By _____
Clarence C. Mansell, Jr

Contractor

Jeff Hughes

By _____
Authorized Signature

West Valley Water District

855 Baseline Rd., Rialto, CA 92376

Double Tee Rooftop Seismic Strengthening

Proposal:

Fiber Reinforced Polymer (FRP) Strengthening System

Date: May 13, 2019	Proposal No.: 550241
--------------------	----------------------

Submitted By:

Gaetano Bologna, Business Development Manager

Direct: 951-318-7840

Email: gbologna@structuraltec.com

struc'tural

A Structural Group Company

May 13th, 2019**PROJECT: West Valley Water District – Seismic Strengthening****RE: Fiber Reinforced Polymer (FRP) Strengthening System & Rooftop Coating**

Structural Group, Inc. (STRUCTURAL) is pleased to provide this budgetary estimate for the FRP Strengthening System at the topside of the double tee precast panels acting as a roof for the aforementioned project.

STRUCTURAL has over 40 years of experience providing FRP solutions to concrete infrastructure and is uniquely qualified to perform the FRP scope of work presented.

PROJECT SCOPE

The FRP strengthening is required at the double tee joints as defined and referenced below (based on the calculations and details provided by Knapp & Associates on March, 12th, 2019). Once installed, the FRP material is to be covered with a rooftop coating to be provided by others.

- S1: Structural Calculations
- S2: Sketch of rooftop dimensions and deficiencies.

GENERAL SCOPE OF WORK

STRUCTURAL proposes to provide all necessary labor, material, equipment, and supervision (except as noted below) to perform the following general scope of work:

1. Provide shop drawings and details – no P.E. stamp is required for the FRP submittal unless otherwise specified.
2. Mobilize and set-up (1 mobilization included to fully complete the identified FRP and coating scopes, additional pricing is provided in the “Pricing” section for each additional mobilization that may be required).
3. Prepare substrate surfaces to receive FRP by abrasive methods.
4. Apply repair mortar at displaced joints to an even transition.
5. Apply primer and putty to the prepared substrate surfaces.
6. Saturate the FRP fabric with epoxy utilizing mechanical saturating equipment.
7. Install FRP System to double tee joints as designed and detailed.
8. Broadcast sand to top layer of FRP to permit bonding of rooftop coating application
9. Feather all seams and edges.
10. Clean-up, take-down and demobilize.

NOTE: All FRP materials to be manufactured and provided by Structural Technologies.

WORKING CONDITIONS

Our budgetary estimate is based upon the following working conditions.

- Safety Trained Employees.
- Daytime work hours for 40 hour work week (7:00a.m. – 5:00p.m.).
- Five (5) day week MTWThF.
- Open shop labor, prevailing wages are included, not subjected to any PLA's or union requirements.

SAFETY 24/7 – KNOW IT, LIVE IT

Safety 24/7 is a STRUCTURAL employee's personal commitment to his or her own safety, as well as to the safety of friends, family, and co-workers. Safety is a core principle – there is nothing more important in what we do, **24/7**. This commitment creates a culture of safety on our jobsites, in our manufacturing facilities, offices, and in our private lives.

STRUCTURAL's Dedication to Safety

The safety of tenants, work crews and property before, during, and after construction is our top priority and it extends to our subcontractors, customers, tenants, the general public and the structure itself.

EXCLUSIONS and Support by Others

The following items and associated costs are excluded from our budgetary estimate. If you would like to make changes to this list, please let us know and we can discuss revisions and potential project impacts.

- a) Delays associated with:
 - i. *Your operations (alarms, evacuations, logistics).*
 - ii. *Other contractors.*
- b) Additional work beyond scope described above.
- c) Electricity: access to 110 volt, 20 amp power sources.
- d) Concrete repairs
- e) Steel joint repairs as necessary
- f) Access to potable water.
- g) Roof coating
- h) Dumpsters within close proximity to work area for disposal of debris and regular trash.
- i) Removal and abatement of hazardous materials (lead paint, asbestos, etc.) prior to STRUCTURAL mobilization, if applicable.
- j) Laydown area at work areas.
- k) All dust control and containment.
- l) Removal of all obstructions such as MEP equipment, conduits, attachments, facades, coatings, partition walls, etc. to access wall elements requiring FRP. The bare structural concrete of the elements shall be fully exposed and accessible for the FRP installation.

West Valley Water District – Double Tee

- m) Any shoring and bracing, if required.
- n) All required testing, structural observations and inspections (special inspections or otherwise).

ESTIMATED SCHEDULE

We propose to perform the above noted scope of work in approximately 4-5 full work weeks.

PRICING

STRUCTURAL proposes to perform the above noted scope of services for the following:

FRP Strengthening System (LS): \$122,750.00

Additional Notes:

- 1. Pricing above includes a single mobilization. Each additional mobilization that may be required to be paid at \$1,500.00 per each.
- 2. Contractual Terms: to be mutually agreed upon.

SUGGESTED NEXT STEPS

If this budgetary estimate meets your requirements, please return your contract for review and execution. Otherwise, please let us know if there are any questions related to the requirements and services in this budgetary estimate. We look forward to working with you on this project.

Respectfully,



Gaetano Bologna
Business Development Manager

717 17th St. Denver, CO 80202 (800) 922-5922

May 1, 2019

Rite-Way Roof Corporation
15425 Arrow Blvd
Fontana, CA 92335

Johns Manville
Debbie Walczyk, EIT
District Technical
Specialist
Roofing Systems Group
10100 W Ute Ave
Littleton, CO 80127
800-922-5922 Option 3
Debbie.Walczyk@jm.com

RE: ST6RA – West Valley Water District

To Whom It May Concern:

The above named contractor is currently a Johns Manville Approved Roofing Contractor in good standing, certified as a Peak Level Contractor. As such, the contractor is eligible to receive Peak Advantage Guarantees for Johns Manville TPO roofing systems. These guarantees will be issued to the contractor in accordance with all procedures and requirements of the Johns Manville Peak Advantage Guarantee Program.

Roofing Assembly as proposed to Johns Manville

<i>Deck Type:</i>	Structural Concrete	
<i>Cover Board:</i>	Invinsa Roof Board , 1/4"	Field bead spacing: 12" o.c.; Perimeter bead spacing: 6" o.c.; Corner bead spacing: 4" o.c. (4'x4' maximum board size) using JM Two-Part Urethane Insulation Adhesive (UIA) 3/4" bead
<i>Membrane:</i>	JM TPO 60 mil	Adhered using JM Membrane Bonding Adhesive (TPO & EPDM)
<i>Flashings:</i>	JM TPO 60 mil	Adhered using JM Membrane Bonding Adhesive (TPO & EPDM)

Perimeter and Corner Dimensions

Perimeter and corner dimensions for buildings less than 60 ft. in height:

Equal to the smaller of:

- 0.1 times the building lesser plan dimension (overall length or width)
- 0.4 times the eave height

but will never measure less than 0.04 times the building lesser plan dimension and never less than 3 ft.

Perimeter and corner dimensions for buildings greater than 60 ft. in height:

Equal to 0.1 times the building lesser plan dimension (overall length or width), but never less than 3 ft.

Corners are "L" shaped with legs twice the width of the perimeter.

Buildings with continuous parapets 36" or greater may treat corners as perimeters.

Ensure any whole or partial insulation board that falls within the calculated perimeter or corner has the increased securement applied over the entire board. This must also be true for any roof cover/base sheet width when the roll is parallel to the building edge.

All Johns Manville materials installed as listed above are compatible and made in the USA. The system(s) shall be eligible for a 20 year No Dollar Limit (NDL) Johns Manville Peak Advantage Roofing System Guarantee when installed by a certified Johns Manville contractor and inspected and approved by a Johns Manville Technical Representative. All materials supplied or marketed by Johns Manville will be covered under the terms and conditions of this agreement.

Thank you for your interest in our roofing products and services. Please contact Johns Manville if any information is incomplete or incorrect so that appropriate modifications can be made. If you have any questions, please do not hesitate to contact our technical department at 1-800-922-5922 Option 3.

Regards,



Debbie Walczyk, EIT
District Technical Specialist
Johns Manville Roofing Systems

EXHIBIT C

Photos of Reservoir 3-A-1 Roof





**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION FOR SIGNATORY CHANGES FOR ALL JP MORGAN CHASE, US BANK, AND CALTRUST ACCOUNTS.

BACKGROUND:

West Valley Water District (the “District”) has funds deposited with JP Morgan Chase and US Bank (custodial investment account). The District has funds invested with CalTRUST and Chandler Asset Management. Funds must be accessible to meet daily financial commitments of the organization. Checks must be issued and business transacted to meet financial obligations. Certain individuals must be delegated proper authority to act on behalf of the District with regard to these financial assets.

DISCUSSION:

Financial Institutions require a signature cards for transacting business. The District has several accounts that require an authorized representative to act on behalf of the District so that operational and investment needs are met. Accounts with deposits and investments utilized by the District requiring signature authorization include:

JP Morgan Chase – General Government Checking
 JP Morgan Chase – UTC Routine Checking
 JP Morgan Chase – UTC Non-Routine Checking
 CalTRUST Pooled Investment Fund
 Chandler Asset Management and US Bank National Association
 Local Agency Investment Fund (Signature card addressed in a separate staff report with LAIF forms)

The attached resolutions require approval to amend account access.

FISCAL IMPACT:

No Fiscal Impact.

STAFF RECOMMENDATION:

Please consider approval of resolutions authorizing the signatory changes on the financial institution

accounts.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM;llmb

ATTACHMENT(S):

1. USBankchand2019Julyrev
2. 2019JulyCaltrustres2019 (002)
3. 2019JulyChaseresolutionrevised
4. PA-Authorized Signers Update2
5. PA-Authorized Signers Update
6. PA-Contact Update

**RESOLUTION NO. 2019-16
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES- US BANK**

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in US Bank National Association ("US Bank") in accordance with all California Government Code, including Section 53607 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, the District hereby finds it necessary to hold a segregated account with US Bank for District investments managed by Chandler Asset Management ("Chandler"), an agreement with the District and Chandler Asset Management board approved March 15, 2018.

WHEREAS, the District Board of Directors hereby amend Resolution No 2019-13 in order to add an additional successor for the purpose of deposits and withdrawals of money in the US Bank Custodial account for Chandler managed investments in accordance with all California Government Code, including section 53607 for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, US Bank is to act as custodian of funds managed by Chandler.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the US Bank account for the purpose of advising US Bank to act on directives on behalf of the District. Deposits and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Assistant General Manager Ricardo Pacheco be removed from the Local Agency Investment Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske or their successors in office are each hereby authorized to order the deposit, withdrawal, or advisement of monies managed by Chandler held in account with US Bank and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Dr. Clifford Young
Director

Greg Young
Director

Clarence C. Mansell, Jr.
General Manager

Logan Olds
Assistant General Manager

Jeremiah Brosowske
Assistant General Manager

Section 2. That said Resolution shall be effective July 11th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGNED, AND APPROVED THIS 11th DAY OF July, 2019 BY THE FOLLOWING VOTE:

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary

**AMENED RESOLUTION NO. 2019-17
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES FOR CALTRUST FUND**

WHEREAS, The West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in CalTrust Pooled Investment Fund ("Cal Trust") in accordance with all California Government Code, including Section 53601 and 53605 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS CalTrust Pooled Investment Fund ("CalTrust") is established for the deposit of money by the District for purposes of investment of District money by CalTrust; and for the purpose of authorizing signature card changes to the successors in office as provided therein.

WHEREAS, the District Board of Directors hereby amend Resolution No 2019-12 in order to add an additional successor for the purpose of deposits, transfers and withdrawals of money in the CalTrust Fund in accordance with all California Government Code, including section 53601 and 53605 for the purpose of investment as provided therein is in the best interests of the District.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the CalTrust account for the purpose of advising Cal Trust to act on directives on behalf of the District. Deposits, transfers and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Assistant General Manager Ricardo Pacheco be removed from the CalTrust Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske are each hereby authorized to order the deposit, transfer or withdrawal of monies in CalTrust Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Dr. Clifford Young
Director

Greg Young
Director

Clarence C. Mansell, Jr.
General Manager

Logan Olds
Assistant General Manager

Jeremiah Brosowske
Assistant General Manager

Section 2. That said Resolution shall be effective July 11th, 2019 and shall remain in force and effect until rescinded by Board of Directors by resolution and a copy of the

resolution rescinding and or amending this resolution shall be filed with the State
Treasurer's Office

**ADOPTED, SIGNED, AND APPROVED THIS 1ST DAY OF July 11th, 2019 BY THE
FOLLOWING VOTE:**

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary

**AMENDED RESOLUTION NO. 2019-18
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES- ALL J.P MORGAN CHASE BANKS**

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, amending Resolution No. 2019-14 to add additional successors to the J.P Morgan (ALL Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to ALL J.P Morgan (Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of deposits, withdrawals and transfer of funds as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1 The following District officer holding the title of Assistant General Manager Ricardo Pacheco be removed from the Chase Bank Accounts. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske are each hereby authorized to order the deposit or withdrawal of monies in ALL J.P Morgan (Chase Bank Accounts) and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Dr. Clifford Young
Director

Greg Young
Director

Clarence C. Mansell, Jr.
General Manager

Logan Olds
Assistant General Manager

Jeremiah Brosowske
Assistant General Manager

Section 2. That said Resolution shall be effective July 11th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGNED, AND APPROVED THIS 1st DAY OF July 11th, 2019 BY THE FOLLOWING VOTE:

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary



Part 6. Authorized Representatives and Online Trading Designations

(Below are the individuals authorized to conduct transactions on behalf of the participating entity)

The undersigned certify that any of the persons signing below as an authorized representative of the Participant have the full authority and capacity to invest funds in and withdraw funds from the Shares Program, as well as manage accounts through the CalTRUST Online Portal, pursuant to compliance with the minimum number of authorized traders listed below. The undersigned agree that the certifications, instructions, and authorizations contained in this Program Registration Form and Participation Agreement will remain in effect until the Administrator receives written notice of change.

Authorized Representatives of: _____
(Name of Agency)

Minimum Number of Signatories Required to Authorize a Trade: _____

Trustee/Fiduciary Signatures and Online Access

(The total number of Trustees/Fiduciaries signing below must equal or exceed the number of authorized signatories required per trade, as listed on the line above.)

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Part 6. Authorized Representatives and Online Trading Designations

(Below are the individuals authorized to conduct transactions on behalf of the participating entity)

The undersigned certify that any of the persons signing below as an authorized representative of the Participant have the full authority and capacity to invest funds in and withdraw funds from the Shares Program, as well as manage accounts through the CalTRUST Online Portal, pursuant to compliance with the minimum number of authorized traders listed below. The undersigned agree that the certifications, instructions, and authorizations contained in this Program Registration Form and Participation Agreement will remain in effect until the Administrator receives written notice of change.

Authorized Representatives of: _____
(Name of Agency)

Minimum Number of Signatories Required to Authorize a Trade: _____

Trustee/Fiduciary Signatures and Online Access

(The total number of Trustees/Fiduciaries signing below must equal or exceed the number of authorized signatories required per trade, as listed on the line above.)

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Part 2. Contact Information for Agency Personnel

Primary Contact

Name: _____

Title: _____

Telephone: _____ E-Mail Address: _____

Signature: _____

Secondary Contact

Name: _____

Title: _____

Telephone: _____ E-Mail Address: _____

Signature: _____

Additional Contact (Optional)

Name: _____

Title: _____

Telephone: _____ E-Mail Address: _____

Signature: _____

Additional Contact (Optional)

Name: _____

Title: _____

Telephone: _____ E-Mail Address: _____

Signature: _____



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: LOCAL AGENCY INVESTMENT FUND (LAIF) SIGNATURE CARD

BACKGROUND:

West Valley Water District (the "District") has funds invested in the Local Agency Investment Fund (LAIF). Funds must be accessible to meet financial commitments of the organization. Checks must be issued and business transacted to meet financial obligations. Certain individuals must be delegated proper authority to act on behalf of the district with regard to these financial assets.

DISCUSSION:

Financial Institutions require signature cards for transacting business. The District has several accounts that require an authorized representative to act on behalf of the district so that investment needs are met. Accounts with deposits and investments utilized by the District requiring signature authorization include:

Local Agency Investment Fund – LAIF

The attached resolution requires approval to amend account access.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Please consider approval of resolution authorizing those designated as signers on LAIF.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM;llmb

ATTACHMENT(S):

1. LAIFauthorizationdeliverableJuly11
2. LAIFauthorizationdeliverableJuly11pg2
3. 2019LAIFresolutionJuly11revised



**California State Treasurer's Office
Local Agency Investment Fund (LAIF)
Authorization for Transfer of Funds**

Effective Date _____

Agency Name _____

LAIF Account # _____

Agency's LAIF Resolution # _____ or Resolution Date _____

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature

Print Name

Title

Telephone

Signature

Print Name

Title

Telephone

Please provide email address to receive LAIF notifications.

Name	Email

**Mail completed form to: State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001**



California State Treasurer's Office
Local Agency Investment Fund (LAIF)
Authorization for Transfer of Funds

Effective Date _____

Agency Name _____

LAIF Account # _____

Agency's LAIF Resolution # _____ or Resolution Date _____

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature

Signature

Print Name

Print Name

Title

Title

Telephone

Telephone

Please provide email address to receive LAIF notifications.

Name	Email

Mail completed form to: State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

**AMENDED RESOLUTION NO. 2019-15
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES FOR LOCAL AGENCY
INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. Seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, amending Resolution No. 2019-11 to add successors to all investments of monies in the local agency investment fund by authorizing the successors in office to such investments of monies in the local Agency Investment Fund by authorizing signature cards to their successors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officers holding the title of Assistant General Manager Ricardo Pacheco be removed from the Local Agency Investment Fund. The following successors are added President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske and are each hereby authorized to order the deposit or withdrawal of monies in Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Dr. Clifford Young
Director

Greg Young
Director

Clarence C. Mansell, Jr.
General Manager

Logan Olds
Assistant General Manager

Jeremiah Brosowske
Assistant General Manager

Section 2. That said Resolution shall be effective June 7th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.

ADOPTED, SIGNED, AND APPROVED THIS 11th DAY OF JULY, 2019 BY THE FOLLOWING VOTE:

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: UNITED TECHNOLOGY CORPORATION DEPOSITS TRANSFER TO
 CHASE GENERAL GOVERNMENT CHECKING BANK ACCOUNT

DISCUSSION:

West Valley Water District (“District”) receives quarterly and year-end supplemental deposits from United Technology Corporation (“UTC”) to cover some of the operational costs for the Fluidized Bed Reactor Treatment plant. In accordance with the agreement by and between Goodrich Corporation (aka UTC) and West Valley Water District, the monies are deposited into the Districts designated UTC Routine Operations Checking Bank Account. Subsequently, the funds are transferred to the District’s Chase General Government Checking Bank Account (“General Account”).

Proposed transfer shall be as follows:

Transfer From:

West Valley Water District
 UTC Routine Checking Bank Account
 \$300,000.00

Transfer To:

West Valley Water District
 JP Morgan Chase General Account
 \$300,000.00

FISCAL IMPACT:

A transfer of funds between accounts. No Fiscal Impact.

STAFF RECOMMENDATION:

It is recommended that the General Manager and staff be provided with the authority to transfer \$300,000.00 to the General Account from the UTC Routine Operations Checking Bank Account.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM;llmb



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER A BUDGET ADJUSTMENT FOR TASK ORDER #4 FOR MV CHENG & ASSOCIATES, INC.

DISCUSSION:

MV Cheng & Associates, Inc. was retained under Task Order # 1 to provide a high level assessment of the Accounting Department. The assessment is complete and among several areas that need improvement is the development of a Chief Financial Officer's (CFO) Policy and Procedures Manual. In addition, there are serious deficiencies in internal controls that changes in organizational structure and procedures could remedy. The purpose for Task Order # 2 was to engage MV Cheng & Associates to create the CFO Policy and Procedures Manual, improve internal controls, provide desk procedures, train accounting staff and general operational advice. Task Order #3 was entered into for the preparation of necessary schedules (PBC) required for the Special Interim Audit for the period of July 1, 2018 through January 31, 2019 and any related reconciliations or work needed for commencement of the Special Audit. It is now recommended that West Valley Water District enter an agreement with MV Cheng & Associates to appoint Misty Cheng to perform all related duties pertaining to the Chief Financial Officer position under Task Order #4.

FISCAL IMPACT:

There is no change in fiscal impact because funding will be provided for in salary savings in the Administration Department related to the CFO vacancy. Task Order #4 shall not exceed \$84,000 without prior Board approval.

STAFF RECOMMENDATION:

That the Board of Directors authorize the General Manager to utilize salary savings in the FY 2019-20 Budget and to approve the execution of Task Order #4 to amend the existing agreement with MV Cheng & Associates, Inc.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM:llmb

ATTACHMENT(S):

1. MV Cheng Contract 1-3 Signed_TO#4



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

AMENDED - MV Cheng & Associates, Inc.

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AMENDED - AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 5th day of November, 2018 ("Effective Date") is by and between West Valley Water District ("District") and MV Cheng & Associates, 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.

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.

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 immediately 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 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: Clarence C. Mansell, Jr.
Interim General Manager

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

To Consultant: MV Cheng & Associates, Inc.
925-963-9996
www.mcvhengassociates.com
102 W. 24th Street
Upland, CA 91784

- 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 by the Board of Directors of the District, or 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.

Section 19. Hiring of Consultant's Associates and/or Subcontractors

- 19.1. Associates & Subcontractors.** District agrees that each of Consultant's associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the District, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. ~~District agrees to hire one of Consultant's associates and/or subcontractors as a full-time, permanent, fully benefited employee of the District, only after District has performed a recruitment AND the associate and/or subcontractor has billed 960 hours to~~

~~the District. If District employs Consultant's associates and or subcontractor through another temporary service or staffing agency, District agrees to pay a fee of 10% of the associate and/or sub-contractor's annualized wages based on the hourly rate charged, to Consultant.~~

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 Clarence C. Mansell, Jr.
Clarence C. Mansell, Jr., Interim General Manager

By Crystal L. Escalera
Crystal L. Escalera, Board Secretary

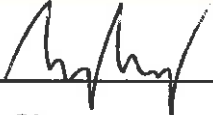
APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By Robert Tafoya

CONSULTANT:

MV Cheng & Associates, Inc.

By 

Name Misty V. Cheng

Its President & CEO

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 5th day of November, 2018 by and between West Valley Water District, a public agency of the State of California ("District") and MV Cheng & Associates, Inc. ("Consultant").

RECITALS

- A. On or about November 5th, 2018 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:

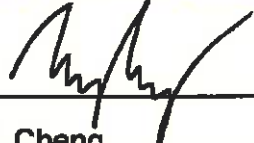
**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**


Clarence C. Mansell Jr., Interim General
Manager


Crystal L. Escalera, Board Secretary

CONSULTANT:

MV Cheng & Associates, Inc.

By 
Name Misty V. Cheng
Its President & CEO

By _____
Name _____
Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

1. Professional Development Plan for CFO
2. Managerial Audit of Financial Department Operations
3. Project to include interviewing approximately 10 finance staff, general manager, review of policies/procedures, desk procedures, preparing report of findings and recommendation.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

- **\$12,000 flat fee for the project. Project to include interviewing approximately 10 finance staff, general manager, review of policies/procedures, desk procedures, preparing report of findings and recommendation.**
- **Consultation fee of \$125 per hour to be assessed for advisory services as needed, if past two weeks after the completion of the initial assessment report and action plan.**

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

Start date is November 5th, 2018.

To be completed by Dec. 31, 2018.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

1. **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:**

Misty V. Cheng

Shamindra Manbhai

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.

TASK ORDER NO. 2

This Task Order ("Task Order") is executed this 7th day of March, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and MV Cheng & Associates, Inc. ("Consultant").

RECITALS

- A. On or about November 5th, 2018 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**



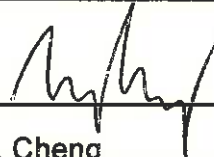
Clarence C. Mansell Jr., Interim General
Manager



Crystal L. Escalera, Board Secretary

CONSULTANT:

MV Cheng & Associates, Inc.

By 

Name Misty V. Cheng
Its President & CEO

By _____
Name _____
Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 2

SCOPE OF SERVICES

1. Perform detailed review of finance and purchasing division operations and workflow processes.
2. Preparation of Policies/Procedures Manual and Desk Procedures Manual to improve processes and internal controls.
3. Assist in training/mentoring staff to improve employee efficiency, effectiveness and morale.
4. Assist in implementation of various finance or purchasing related projects as assigned by the General Manager or his designee to improve operations or internal controls.
5. Work in conjunction with independent auditor, RAMS, on Agreed Upon Procedures and/or forensic audit.

EXHIBIT "2"
TO
TASK ORDER NO. 2

COMPENSATION

\$125 per hour-Misty V. Cheng

EXHIBIT "3"
TO
TASK ORDER NO. 2

SCHEDULE

Start date is March 11th, 2019.

Work to be performed at the direction of the General Manager and completed as soon as practicable.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

1. 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:

Misty V. Cheng

TASK ORDER NO. 3

This Task Order ("Task Order") is executed this 7th day of March, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and MV Cheng & Associates, Inc. ("Consultant").

RECITALS

- A. On or about November 5th, 2018 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**

Clarence C Mansell Jr.
Clarence C. Mansell Jr., Interim General
Manager

Crystal L Escalera
Crystal L. Escalera, Board Secretary

CONSULTANT:

MV Cheng & Associates, Inc.

By *Misty V Cheng*
Name Misty V. Cheng
Its President & CEO

By _____
Name _____
Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 3

SCOPE OF SERVICES

Prepare the necessary schedules (PBC Schedules) needed for the interim audit for the period, July 1, 2018-January 31, 2019 and any related reconciliations or work needed for commencement of the interim audit.

EXHIBIT "2"
TO
TASK ORDER NO. 3

COMPENSATION

Misty V. Cheng at the rate of \$125 per hour. Senior Accountant at the rate of \$75 per hour. Not to exceed \$50,000 without prior Board approval.

EXHIBIT "3"
TO
TASK ORDER NO. 3

SCHEDULE

Start date is March 11th, 2019.

Work to be performed at the direction of the General Manager and completed as soon as practicable.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

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:

Misty V. Cheng

Senior Accountant



TASK #2

February 13, 2018

West Valley Water District
855 W Base Line Rd.
Rialto, CA 92376

Dear Mr. Mansell:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a finance advisory consultant for the West Valley Water District.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Contract Finance Director for the City of Adelanto. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Accounting Manager and Finance Director as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate to perform the assessment. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$125 per hour-Misty V. Cheng-23 years of municipal experience including Finance Director, Finance and Administrative Services Director, Accountant, Auditor, Consultant.

Scope of work to include:

- Perform detailed review of finance and purchasing division operations and workflow processes
- Preparation of Policies/Procedures Manual or Desk Procedures Manual to improve processes, improve internal controls

- Assist in training/mentoring staff to improve employee efficiency, effectiveness and morale
- Assist in implementation of various finance or purchasing related projects as assigned by the General Manager or his designee to improve operations or internal controls
- Work in conjunction with independent auditor, RAMS, on Agreed Upon Procedures and/or forensic audit

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, MV Cheng & Associates Inc. are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your District. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

Misty V. Cheng
President & CEO



TASK #3

February 21, 2018

West Valley Water District
855 W Base Line Rd.
Rialto, CA 92376

Dear Mr. Mansell:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a temporary Senior Accountant for the West Valley Water District.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Contract Finance Director for the City of Adelanto. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Accounting Manager and Finance Director as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$75 per hour-Mike Blazenski-24 years of municipal experience including Finance Director, Assistant Finance Director, Treasurer, Consultant.

Scope of work to include:

- Prepare the necessary schedules (PBC schedules) needed for the interim audit for the period, July 1, 2018-January 31, 2019 and any related reconciliations or work needed for commencement of the interim audit.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, MV Cheng & Associates Inc. are Municipal Value Consultants!

Thank you for taking the time to consider my proposal for accounting assistance for your District. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

Misty V. Cheng
President & CEO

TASK ORDER NO. 4

This Task Order ("Task Order") is executed this 5th day of November, 2018 by and between West Valley Water District, a public agency of the State of California ("District") and MV Cheng & Associates, Inc. ("Consultant").

RECITALS

- A. On or about November 5th, 2018 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**

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

MV Cheng & Associates, Inc.

By _____

Name Misty V. Cheng

Its President & CEO

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 4

SCOPE OF SERVICES

Work as Interim Chief Financial Officer.

Duties will include any and all related duties of the Chief Financial Officer position including but not limited to the District's Job Description.

EXHIBIT "2"
TO
TASK ORDER NO. 4

COMPENSATION

- Misty V. Cheng at the rate of \$125 per hour per direction from the General Manager. Total sum not to exceed \$84,000.

EXHIBIT "3"
TO
TASK ORDER NO. 4

SCHEDULE

Start date will be July 12, 2019. Consultant shall report to the District Office for work no less than 3 days a week and available by phone and email every day. The Consultant's weekly schedule shall be approved by the General Manager each week until the Chief Financial Officer position is filled with a permanent candidate.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

4. 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:

Misty V. Cheng



RECEIVED
M. Blount
JUL 03 2019

July 3, 2019

West Valley Water District
855 W Base Line Rd.
Rialto, CA 92376

Dear Mr. Mansell:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for an interim Chief Financial Officer for the West Valley Water District.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Contract Finance Director for the City of Adelanto. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Accounting Manager and Finance Director as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$125 per hour- Misty V. Cheng-23 years of municipal experience as a Finance Director, Finance and Administrative Services Director, Accountant, Auditor, Consultant.

Scope of work to include:

- Any and all related duties of the Chief Financial Officer position.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge

and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc. are Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your District. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

Misty V. Cheng
President & CEO



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDERATION TO ELECT A REPRESENTATIVE TO THE 2019 CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS IN THE SOUTHERN NETWORK, SEAT B.

BACKGROUND:

The California Special Districts Association (CSDA) has provided a ballot link and candidate statements for the candidates running in the Southern Network for Seat B on the CSDA Board of Directors. The West Valley Water District Board of Directors (“Board”) has been asked to consider each candidate and authorize execution of the electronic ballot.

Southern Network – Seat B Candidates are:

- Ronald Coats - East Valley Water District
- Dennis LaMoreaux - Palmdale Water District
- Michael Mack - Rainbow Municipal Water District
- Greg Mills - Serrano Water District
- Kelly Rivers - Orange County Cemetery District
- Kathleen Tiegs - Cucamonga Valley Water District
- Lindsay Woods - Hesperia Recreation and Park District

Ballot link information is attached at Exhibit A.
Candidate statements are attached as Exhibit B.

FISCAL IMPACT:

There is no fiscal impact.

STAFF RECOMMENDATION:

Adopt a motion voting for a candidate to fill the 2019 CSDA Board of Directors, Southern Network, Seat B, and authorize the Board Secretary to execute the ballot.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CE:ce

ATTACHMENT(S):

1. CSDA Board of Directors Seat B Electronic Ballot Voting
2. CSDA CandidateStatements

Exhibit A



**California Special
Districts Association**
Districts Stronger Together

[CONTACT US](#) [JOIN](#)



[LOGIN](#)

CSDA Board of Directors Seat B Electronic Ballot Voting is Currently Open

By CSDA ADMIN posted 13 days ago

0

[RECOMMEND](#)

CSDA Board of Directors Seat B Electronic Ballot Voting is currently open for the following Networks:

- Bay Area Network
- Central Network
- Costal Network
- Sierra Network
- Southern Network

June 17 - Electronic Ballots were emailed to Designated Contact in each district in good standing

The designated contact for each district received an email from CSDA vote@simplyvoting.com.

The email provides a direct link to the secure third-party voting system called Simply Voting and provides:

- Elector ID number and Password

- Link to access the ballot directly
- Links to candidate information are within the ballot

It is up to each district to determine their own process in terms of selecting a candidate to vote for in the election. The selection will be cast by the main contact, only.

August 9

Deadline to receive electronic ballots

August 13

Ballots will be counted and verified

If you have any questions about this process, contact Amber Phelen at CSDA – 916-442-7887 or amberp@csda.net

**The Northern Network incumbent has no challengers; therefore, will assume their seats automatically.*

0 comments

29 views

Permalink

<https://www.csda.net/blogs/csda-admin/2019/06/18/csda-board-of-directors-seat-b-electronic-ballot>



FIND IT FAST

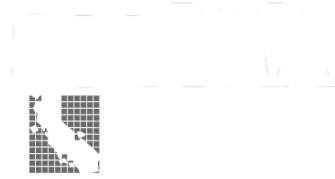
CALIFORNIA SPECIAL DISTRICTS ALLIANCE

1112 "I"
Street,
Suite 200

SDLF
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Sacramento
CA, 95814
877.924.2732
|
916.442.7887

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SPECIAL DISTRICT LEADERSHIP FOUNDATION

DISTRICTS MAKE THE DIFFERENCE



Exhibit B



EAST VALLEY WATER DISTRICT

LEADERSHIP | PARTNERSHIP | STEWARDSHIP

BOARD OF DIRECTORS

Chris Carrillo
President

David E. Smith
Vice President

Ronald L. Coats
Director

Phillip R. Goodrich
Director

James Morales, Jr.
Director

John Mura, General Manager/CEO

Dear Fellow CSDA Member:

Since joining the East Valley Water District Board in 2014, I have had the pleasure of being part of a world class organization. I firmly believe in the importance of transparent government and public service. With these foundational principles, I look forward to representing this region in a professional manner, as the Southern Network, Seat B, Board of Directors representative for the California Special Districts Association (CSDA).

I am a proud member of the California Special District's Association and currently sit on the Member Services Committee and the Professional Development Committee. I am committed to active civic engagement, where I was also an ambassador for the San Bernardino Area Chamber of Commerce; Chairman of the Citizens Oversight Committee for San Bernardino Community College District; Vice Chairman of Advisory Commission on Water Policy Board for San Bernardino Valley Municipal Water District; Budget Review Committee member for the San Bernardino City Unified School District; along with being a 36 gallon plus donor to Life Stream Blood Bank; served in the United States Army; and member of many other civic organizations.

I have had the opportunity to work with a number of organizations through my involvement with CSDA, and truly believe in the importance of sharing knowledge, experiences, and lessons learned. As a lifetime member of the CSDA Leadership Foundation, I have experienced the benefits of a strong peer network firsthand. With East Valley Water District recently receiving its Gold District of Distinction Accreditation, we look forward to continuing to be an active member in the valuable organization.

As a CSDA Director, I will bring that passion for good governance and public service. I look forward to conveying local issues for discussion on a broader level and working through the challenges and opportunities facing special districts in California.

Whether it is serving in the military, participation in local organization, or representing the residents East Valley Water District, I have taken great pride in being an active member of my community. I look forward to your consideration for allowing me the opportunity to serve on the board of our special district community.

Sincerely,

Ronald L. Coats
East Valley Water District Board Member



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

June 3, 2019

BOARD OF DIRECTORS

ROBERT E. ALVARADO
Division 1

DON WILSON
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN
Division 4

VINCENT DINO
Division 5

West Valley Water District
ATTN: Ms. Crystal Escalera
Clerk/Board Secretary
855 W. Baseline Road
Rialto, CA 92377-0920

RE: SUPPORT FOR CSDA SEAT "B" IN SOUTHERN NETWORK

Dear Ms. Escalera:

Palmdale Water District is honored to nominate Dennis LaMoreaux to serve on the Southern Network Board of Directors for the California Special Districts Association (CSDA). We respectfully request your support and vote in the upcoming election for Dennis to represent you. Enclosed is his candidate statement explaining his background and extensive qualifications that are critical for the continued success of the CSDA Board.

Dennis fully understands the important role special districts play to efficiently and responsibly provide services for the people of California. He is fully committed to strengthening the understanding of our role and helping to ensure we remain viable in California. Dennis' dedication, loyalty, knowledge and work ethic have made him a stellar leader for Palmdale Water District. We are confident that he will be a true asset to the Southern Network Board with your support.

Very truly yours,


VINCENT DINO,
President


KATHY MAC LAREN,
Vice-President

Enclosure

cc: PWD Board of Directors

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys



VOTE FOR DENNIS D. LaMOREAUX

CSDA SOUTHERN NETWORK

BOARD SEAT "B"

Fellow Southern Network CSDA Members,



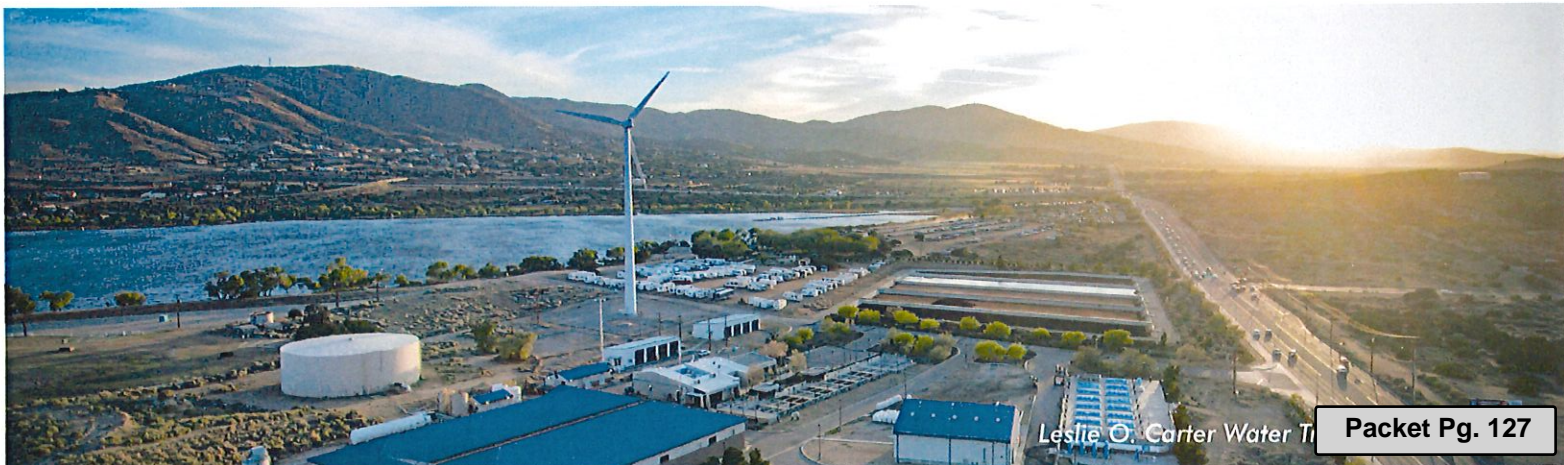
Dennis D. LaMoreaux

I respectfully ask for your support to be the Seat "B" Board member for our area. I have worked with special districts in California for more than three decades and am confident that I have the skills, experience and commitment to be a strong proponent for our Network. There were several challenges and changes to special districts during my tenure. These include Little Hoover Commission reports, gaining representation on Local Agency Formation Commissions, and multiple efforts to better inform and educate State legislators. These challenges were handled successfully and made us stronger and more unified. My involvement with these matters will be helpful for both our Network and the entire Association as new issues arise.

My 30-plus years with special districts have been with Palmdale Water District and Rosamond Community Services District. Palmdale Water District celebrated 100 years of serving the community in 2018. It is a medium-sized water district with about 27,000 water service connections. It is a State Water Contractor that operates in an adjudicated groundwater basin and owns two surface water reservoirs and dams. Rosamond Community Services District was formed in 1966 to provide services in its area. It is a smaller district with 5,103 water and 4,738 sewer connections. It also operates streetlights and provides graffiti abatement. My experience in these different types of districts is valuable and gives a well-rounded background to understand and advocate for our Network.

The Southern Network has a large area and nearly 200 member agencies. I am fully committed to representing the entire Network as a board director. With your votes, I will be honored to work with current Southern Network Directors Arlene Schafer and Jo MacKenzie to make sure our needs are met and are well represented within the full CSDA Board.

Dennis D. LaMoreaux





May 22, 2019

Ms. Crystal Escalera
West Valley Water District
855 W. Baseline Road
Rialto, CA 92377-0920

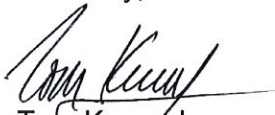
Dear Ms. Escalera,

It is with great pleasure that I forward for your consideration a candidate statement for Director Michael Mack who is seeking your support for the Southern Network (Seat B) of the California Special Districts Association Board of Directors.

Director Mack has served on the Rainbow Municipal Water District Board of Directors since 2016. He is actively involved in CSDA, serving on the Elections and Bylaws Committee, as well as with the Association of California Water Agencies.

Attached you will find a candidate's statement summarizing some of his many accomplishments. I encourage you to forward this information to your Board of Directors and consider supporting his candidacy for the 2019 elections which will take place June 17th to August 9th. Please do not hesitate to contact me, if you need additional information or if you would like him to contact your Board of Directors.

Sincerely,



Tom Kennedy
General Manager

ENDLESS POSSIBILITIES



My name is Michael Mack and I am honored to be seeking election to be on the Board of Directors of California Special Districts Association.

I was elected to the Rainbow Municipal Water District Board of Directors in December 2016 and appointed to serve as the District's representative at both ACWA and CSDA. My background includes a degree in horticulture and worked for the City of San Marcos for over thirty years. As the Parks Department Supervisor, I had many responsibilities including reviewing plans and inspection of new park and street median installations. I was both a Certified Playground Inspector and Irrigation Auditor. One of my main responsibilities was ensuring efficient usage of water resources. I calculated, determined, and programmed water requirements for the plant material for all parks and street medians within the City.

I have learned the importance of CSDA is we are the support system to help ensure efficient and productive services to both small and large communities throughout California at the local level of city governments. As your CSDA Board Member, I see endless possibilities and promise to tackle and meet the challenges our districts face. We all must work together for present and future needs for our special districts and by doing so we can and will achieve our goals. We must be proactive with our legislators and with this energy and commitment we can make the difference between success and failure.

I am very honored to have this chance to serve all of you and given this opportunity. I feel extensive service and experience in the public sector, I will work effortlessly to make those endless possibilities become reality.



SERRANO WATER DISTRICT
18021 EAST LINCOLN STREET
VILLA PARK, CA 92861-6446
714-538-0079

Directors

C.L. "Larry" Pharris, Jr., President
 Greg Mills, Vice President
 Frank O. Bryant
 Jerry L. Haight
 Brad Reese

Jerry Vilander, General Manager

May 6, 2019

Dear President and/or General Manager:

It is my honor to request your agency's support and vote for election to CSDA Seat B (California Special Districts Association) for the 2020-2022 term. Please disseminate this letter and attached candidate statement of experience to your agency's governing board.

I have served on the Serrano Water District Board for over three years and am currently the Board Vice President providing solid leadership and guidance with the District's Finance and Insurance Committees. Additionally, I have served as the District's representative for the ACWA-JPIA Insurance Committee for the past year.

Previously, I served on the Villa Park City Council for a four-year term including one term as Mayor and another as Mayor Pro-Tem. During my tenure with the City of Villa Park, I was very involved and an active participant in many sensitive community issues including the Community Development Committee, shortening the permitting process. Additionally, I served on the Orange County Sanitation District as a Board Member for two years proactively involved in many of the improvements that residents benefit from today. I also served a three-year term on the Orange County Vector Control District.

During my tenure here at Serrano Water District, I have been instrumental in spearheading financial programs, planning and fiscal analysis including capital improvement programs and ensuring that the District is providing high-quality water to its constituents in the most cost-effective manner. My personal commitment to the Serrano Water Districts ratepayer is emblematic of the successful stewardship towards ensuring that all assets are maintained and replaced within best industry practices.

Additionally, I have been fundamentally involved with the District's long-term planning including common sense initiatives for maximum rate payer benefit at minimum cost. I possess a solid understanding of Special Districts and believe that they provide better governance and

May 6, 2019
Page 2

improved local control. Also, I am actively involved with attending LAFCO meetings which provides me with the knowledge and skills necessary to work collaboratively in the best interest of Special Districts. Again, I am requesting your vote for the CSDA Seat B position. I am committed to working with all of the voting agencies to accomplish their goals. My statement of qualifications is attached for your perusal.

If you have any questions, kindly contact our General Manager, Jerry Vilander, at (714) 538-0079 or through email at jerryv@serranowater.org. Thank you for considering me for the CSDA Seat B position.

Sincerely,



Greg Mills
Serrano Water District, Vice President

cc: Board of Directors
Jerry Vilander, General Manager

Attachment

Greg Mills

Seat B CSDA

EXPERIENCE

BUSINESS

- Small business owner – fifteen years
- Analytical Chemist – six years
- Process Engineer – six years
- Technical Marketing Manager – three years
- Marketing Director – three years
- Marketing Executive – five years



COMMUNITY INVOLVEMENT

- Board Member (Vice President) - Serrano Water District three years
- Villa Park City Councilman – four years; One term Mayor and one term Mayor Pro-Tem (one year each)
- Orange County Sanitation District - Director two years
- Orange County Vector Control District - Director three years
- ACWA-JPIA - Representative Serrano Water District
- Villa Park Family Picnic – five years
 - Chair – three years
- Eagle Scout
- Villa Park Rotary - Board member twenty-one years.
 - Club President; Paul Harris Fellow
- Indian Princess YMCA - seven years
- Orange Elks Lodge – seven years

PROFFESIONAL

- American Chemical Society – thirty years
- CS Mantech – eleven years
- PDA (Parenteral Drug Association)– five years
- ISPE (International Society of Pharmaceutical Engineering – eight years
- SEMI (Semiconductor Equipment and Manufacturer Institute – nine years
- Optical Society of America – four years
- MEPTEC
- AVS (American Vacuum Society)
 - ICMCTF

EDUCATION

- B.A., Chemistry – Illinois College
 - Phi Alpha President/Vice President
- M.S., Engineering Management – Santa Clara University

PERSONAL

- Married – 25 years. Wife: Journalist and active member of the community. One daughter currently at university.



Kelly A. Rivers
Board of Trustees
Orange County Cemetery District

Hello,

My name is Kelly Rivers, and I am running for the California Special Districts Association (CSDA) Board of Directors. I am excited for the opportunity to do my part for Special Districts in California, and will strive to expand awareness with both legislators and the public of the vital role special districts play.

Serving my community is a passion and it is a responsibility I take seriously. I am in my fourth year as a Board of Trustee for the Orange County Cemetery District, and recently completed my first term as Board Chair for 2018. I am also Chair of the District's Personnel Committee and serve as a member of the Communications & Public Relations Committee. In addition, I serve as a Board of Director for the California Association of Public Cemeteries (CAPC).

I have been a community volunteer my entire life, working with cemeteries, historical sites and planning and organizing special community events. I am the President of the Huntington Beach Historical Society and manage two of the largest living history events in California that attract thousands of visitors annually. During my tenure, I have vastly improved public outreach by successfully involving the community and effectively partnering with local businesses and public services.

It would be an honor to represent my fellow Special District members on the CSDA Board for the Southern Network and I humbly ask for your support. I believe my background, experience, and commitment to public service will be an asset to you and to our association. I appreciate your consideration.



10440 Ashford Street, Rancho Cucamonga, CA 91730-2799
 P.O. Box 638, Rancho Cucamonga, CA 91729-0638
 (909) 987-2591 Fax (909) 476-8032

John Bosler
 Secretary/General Manager/CEO

April 19, 2019

Ms. Crystal Escalera
 West Valley Water District
 855 W. Baseline Road
 Rialto, CA 92377-0920

Dear Ms. Escalera,

It is with great pleasure that I forward for your consideration a candidate statement for Director Kathleen Tieg who is seeking your support for the Southern Network (Seat B) of the California Special Districts Association Board of Directors.

Director Tieg has served admirably on the Cucamonga Valley Water District Board of Directors since 2005. She is actively involved in CSDA, as well as with the Association of California Water Agencies, and has served in numerous leadership positions with both organizations.

Attached you will find a candidate's statement summarizing some of her many accomplishments. You will also get a true sense of her integrity as a leader and her passion as an advocate for special districts throughout California. Also, Director Tieg will attend Special Districts Legislative Days being held in Sacramento May 21-22, 2019 if you would like to meet her in person and discuss her commitment to serving you and your district.

I encourage you to forward this information to your Board of Directors and consider supporting her candidacy for the 2019 elections which will take place June 17th to August 9th. Please do not hesitate to contact me, if you need additional information or if you would like her to contact your Board of Directors. Thank you for your consideration in this matter.

Sincerely,

John Bosler
 General Manager/CEO

James V. Curatalo Jr.
 President

Luis Cetina
 Vice President

Oscar Gonzalez
 Director

Randall James Reed
 Director

Kathleen J. Tieg
 Director

Kathleen J. Tiegs

2020-2022 California Special Districts Association
Board of Directors, Southern Network, Seat B



I am pleased to share with you my interest in serving as the Southern Network, Seat B, representative for the California Special Districts Association (CSDA) Board of Directors. Through my involvement with CSDA since 2011, I have served with great passion and commitment on the Board of Directors, and the Membership, Legislative, and By-laws Committees.

My experience on the Cucamonga Valley Water District (CVWD) Board of Directors has provided me with a solid foundation to lead. Elected to the CVWD in November 2005, I have served as the Board President and currently serve on the Legislative and Outreach, and Human Resources/Risk Management Committees. From 2014 to 2017 I was honored to serve in the capacity of President and Vice President of the Association of California Water Agencies (ACWA). My duties at ACWA provided me the extremely valuable opportunity to effectively dialogue with special districts across the state on the important issues they are facing and how we can solve them.

I also served on the Association of San Bernardino County Special Districts Board of Directors from 2010 – 2015 where I developed a network of colleagues in a variety of agencies with a common goal of serving the needs of our constituents. There are numerous critical issues that confront special districts today; these challenges will require strong, experienced leadership, as well as a commitment to preserving the special district's mission to make communities better by providing core local services and taking action through community collaboration.

Thank you for allowing me to share with you my experience, leadership and knowledge. I look forward to serving you and the entire CSDA organization.

With Best Regards,

Kathleen J. Tiegs



Post Office Box 401055 • Hesperia, California 92340-1055 • (760) 244-5488

February 26, 2019

Crystal Escalera
West Valley Water District
855 W. Baseline Road
Rialto, CA 92377-0920

Dear Crystal:

I want to share my interest in serving you and your District as the Southern Network (Seat B) representative on the CSDA Board of Directors. In order to accomplish this I am asking for your consideration and hopefully your District's vote. Once the nominations close, April 17th, the ballots will be emailed to each district's CSDA contact person. The deadline for returning the ballot to CSDA's office is August 9th.

It has been a privilege and honor to be active with CSDA by serving at the committee level as a representative of the California Special Districts Association's Southern Network. I have served the Hesperia Recreation and Park District (HRPD) since 1987 in a variety of capacities which has given me a well-rounded foundation in the special district governance. HRPD was established in 1957 and now serves a diverse population of over 90,000. Our District provides a wide range of recreational, educational, social and other vital community services to our residents.

With your support I will serve you, your agency, and the other member districts of CSDA with the same high level of professionalism, dedication, service, and innovation that I have provided to the residents of Hesperia and HRPD. If elected, I will work cooperatively with the other CSDA Board of Directors to advance the work we do throughout the state as well as work with other organizations to protect our districts and the vital services we provide to our communities. We are all facing many of the same challenges and I want to be an active part of the future of CSDA as we work to educate, strengthen, and defend special districts both now and in the future. Lastly, I am committed to working hard to keep our Districts intact.

I would greatly appreciate your board of director's support in the coming election. Thank you for your consideration.

Sincerely,

HESPERIA RECREATION AND PARK DISTRICT

Lindsay Woods
General Manager

/ldw



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: REQUEST TO FUND ROEMER HYDROELECTRIC STATION
 INTEREST 2018-19

DISCUSSION:

West Valley Water District (“WVWD”) entered into a loan agreement with San Bernardino Valley Municipal water district for the Roemer hydroelectric station on December 20, 2016. Pursuant to the terms of the agreement, the principal payment and interest payment have become due. The interest payment invoiced on June 17, 2019 is thirty two thousand seven hundred and sixty five dollars and one cent (\$32,765.01) and was due upon receipt. Fiscal Year 2018-19 budget did not allocate funding for the payment of such interest. The principal payment is made as a reduction of the liability on the balance sheet.

FISCAL IMPACT:

The fiscal impact is the allocation of funds from the 2018-19 fund balance and apply the funds to the interest payment.

STAFF RECOMMENDATION:

Staff recommends that the interest payment be made from Fiscal Year 2018-19 fund balance.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM;llmb

ATTACHMENT(S):

1. interestpay



San Bernardino Valley Municipal Water District

380 E. Vanderbilt Way, San Bernardino CA 92408
Phone: (909) 387-9211
FAX: (909) 387-9247

Invoice

DATE	INVOICE NO.
6/5/2019	3329

BILL TO
WEST VALLEY WATER DISTRICT P.O. BOX 920 RIALTO, CA 92377

P.O. NO.	TERMS	PROJECT

DESCRIPTION	QUANTITY	UNIT OF MEASURE	RATE	AMOUNT
LOAN PAYMENT ON ROEMER HYDROELECTRIC STATION 10 YEAR PAYMENT PLAN	011-0000-312.90-00		331,100.00	331,100.00
INTEREST ON LOAN	011-5610-591.80-20		32,765.01	32,765.01
NEXT INVOICE DUE FEBRUARY 2020				
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>RECEIVED LIVIER R. JUN 17 2019</p> </div> <div style="width: 60%;"> <p>VENDOR# <u> 77 </u> PO# <u> </u></p> <p>GL CODE <u> </u> Proj# <u> </u></p> <p>GL CODE <u> </u> Proj# <u> </u></p> <p>APPROVAL <u> </u></p> </div> </div>				
Total				\$363,865.01

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 LOAN AGREEMENT WITH WEST VALLEY WATER DISTRICT
 ROEMER HYDROELECTRIC STATION**

PER AGREEMENT DATED DECEMBER 20, 2016
 SBVMWD LEGAL FILE 2608

AGREEMENT TERMS
 PRINCIPAL PAYMENTS DIVIDED EQUALLY
 OVER 10 PAYMENTS
 INTEREST ACCRUES AT LAIF RATE
 INTEREST ON UNPAID INTEREST
 PAYMENT BEGINS 4/1/2018
 INVOICE AS OF JANUARY 1 EACH YEAR

DATE	NUMBER OF DAYS	LAIF INTEREST RATE	CALCULATED INTEREST AMOUNT	PAYMENTS	REMAINING PRINCIPAL BALANCE
11/30/2018					3,310,151.49
12/31/2018	31	2.291%	6,440.83		3,316,592.32
1/31/2019	31	2.355%	6,633.64		3,323,225.96
2/28/2019	28	2.392%	6,097.98		3,329,323.94
3/31/2019	31	2.436%	6,888.14		3,336,212.08
4/30/2019	30	2.445%	6,704.42		3,342,916.50
			32,765.01	-	3,342,916.50

INVOICE DUE FEBRUARY 15	
INTEREST	32,765.01
ANNUAL PRINCIPAL PAYMENT	331,100.00
	<u>363,865.01</u>



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION TO APPROVE CHANGE ORDER FOR THE WELL 15 REHABILITATION PROJECT

BACKGROUND:

At the March 9, 2019 Mid-Year Budget Workshop and Water Reliability Workshop, District staff reported on the status of the system and pointed out a potential for not having adequate water supply to meet the peak hour water demand approximately 1.2 million gallons per hour this summer. On April 6, 2019, the Board of Directors awarded a contract to General Pump Company (GPC) for Phase I Assessment of Well Condition. The scope of work consists of removing Well 15 pump and motor, transporting to GPC for disassembly and inspection, performing video log, brushing and bailing casing, and performing pump capacity test. Phase I Assessment is now complete and there is a need to replace seven worn-out columns and lower the pump inlet 80 feet to draw water in from lower levels.

DISCUSSION:

General Pump Company has submitted Change Order to cover the Phase II cost for the additional work. A copy of the Change Order is attached as **Exhibit A**. The cost for Phase I Assessment is \$65,623.00. The total project cost for Phase I and Phase II is estimated to be \$138,580.53.

FISCAL IMPACT:

This item is included in the Fiscal Year 2019/20 Capital Budget and will be funded from project number W19037 titled "Lower Well 15 to Meet Summer Demand (Emergency Need)" with a budget of \$150,000.00.

The District has not put this item out for bid because this is an emergency project.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve Change Order for Well 15 Rehabilitation project in the amount of not to exceed \$70,000.00.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM:jc

ATTACHMENT(S):

1. Exhibit A - General Pump Company Change Order (Phase II Well 15 Rehabilitation)
2. Exhibit B - Initial Task Order (Phase I Well 15 Assessment)

EXHIBIT A

WEST VALLEY WATER DISTRICT

CHANGE ORDER

Order No. 1
Date 7/11/2019
Agreement Date 4/8//2019
Sheet 1 of 2

Owner: West Valley Water District

Project: Well 15 Rehabilitation

Contractor: General Pump Company

The following changes are hereby made to the Contract Documents:

Phase II of Well 15 Rehabilitation - The bowl assembly needs to be replaced due to new desired pumping conditions. Seven (7) sections of column pipe need to be replaced, and four (4) new sections of column pipe, oil tube, and shaft need to be added to bring bowl setting to the level where the test pump was set. Bearings for shaft need to be replaced as well as sandblasting and paint for head and suction pipe.

JUSTIFICATION:

On April 6, 2019, the Board of Directors awarded a contract to General Pump Company to perform Phase I Assessment. Phase I Assessment is now complete. Phase II includes replacing seven (7) sections of column pipe due to pitting and wear overtime and lowering the pump inlet 80 feet to draw in water from lower levels.

CHANGE TO CONTRACT PRICE

Original Contract Price	\$ <u>75,000 (Not to Exceed)</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>75,000 (Not to Exceed)</u>
Contract Price due to this Change Order shall be (increased) (decreased)	\$ <u>70,000</u>
New Contract Price including this Change Order	\$ <u>145,000 (Not to Exceed)</u>

CHANGE TO CONTRACT TIME

Contract Time will be	<u>60</u>
(increased) (decreased)	(Calendar Days)
Date for Completion of all Work	<u>9/11/2019</u>
	(Date)

APPROVED

Owner

WEST VALLEY WATER DISTRICT

By _____
Clarence Mansell JR., General Manager

Contractor

General Pump Company

By _____
Authorized Signature



159 N. ACACIA STREET * SAN DIMAS, CA 91773
 PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
 www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

June 27, 2019

Via Email

West Valley Water District
 855 West Baseline Road
 Rialto, Ca, 92377
 Attn: Joe Schaack

Subject: Well 15 Rev. 3

General Pump Company is pleased to provide our quote to furnish and install a newly designed pump. The well was recently tested for flow conditions and included sand and air readings. During the test, it was best determined to operate the pump at a design of 1600 GPM. This design is considering the Aquifer has dewatered the top (2) two screened zones at 190'-246 and 308'-337'.

The current static water level stands at 356'. Other considerations were reviewing the total draw down to ensure that there was no danger of causing casing structural damage due to collapse tensile strength of the casing. Air and sand readings at this flow were negligible which was also a concern and another reason we took on a conservative approval to the pumping. Over the course of the 8-hour continuous run, it averaged approximately 1547 GPM. The draw down during this time averaged 21.24' with an average specific capacity of 72-83 gal/ft of draw down. The test was run against a discharge pressure of approximately 25 psi.

This quote includes all recommendations for repairing or replacing the initial pump equipment. The bowls recommended come with 201 SS impellers and a 17-4 PH shaft. Both materials are very hard allowing them to hold up better if air or sand ever become an issue. Delivery and installation would take approximately 4-5 weeks after approval. No motor work included in this scope.

Cost

Engineering Inspection

- Slotted Certi-loc suction pipe is in good condition. Pump bowls are worn, impeller hydraulic seal ring clearances are worn beyond factory specifications.
- Bowl shaft and bearings show wear. One (1 piece of column pipe was cut during removal.
- Seven (7) pipes are worn. Visually, the tube and shaft appear to be in good condition.
- Discharge head & top column pipe appear to be in good condition as does the top tension plate & oil receiver bearing.
- Replace 4 sections of tube and shaft



Joe Schaack
West Valley Water District
June 27, 2019
Page -2-

Shop Labor

- Disassemble pump bowls and inspect 6 Hrs.
- Receive & inspect new materials, quality assurance 4 Hrs.
- Pressure wash suction pipe, handling 4 Hrs.
- Pull tube & shaft from column, pressure wash 4 Hrs.
- Remove line shafts & inspect line shaft bearings, handling 6 Hrs.
- Polish & balance shaft line shafts, remove & replace line shaft couplings 10 Hrs.
- Install line shafts, clean & prep for installation 6 Hrs.
- Pressure wash column, clean threads & couplings 12 Hrs.
- Stab out tube & shaft into column, prepare for installation 4 Hrs.
- Remove top column from head, remove top column flange 2 Hrs.
- Drill discharge head for PVC access pipe, handling 2 Hrs.
- Pressure wash & clean top column, wire wheel flange registers, prep for assembly 1 Hrs.
- Clean taped holes, install top column & flange w/ new gasket & GR5 fasteners 2 Hrs.
- Machine head shaft, thread, key, polish & balance 6 Hrs.
- Machine top stretch tube "special" 6 Hrs.
- Remove & replace tube nut oil receiver bronze sleeve bearing 2 Hrs.
- Clean tube stretch plate assembly, prepare for installation 1 Hrs.
- Clean oil pot & dripper assembly, replace copper tube & compression fittings 1 Hrs.
- Inspect & paint discharge head after sandblast, handling 3 Hrs.
- Transport head to sandblast 2 Hrs.

Est. 84 Hrs. @ \$90/Hr. 7,560.00

Field Labor

- Install repaired pump and motor – perform startup

Two Men Rig & Service Truck

Est. 30 Hrs. @ \$430/Hr. 12,900.00

One Man & Rotary Crane- 10 Ton

Est. OT 6 Hrs. @ \$165/Hr. 990.00

- Perform startup and Record data

Service Truck & Electrician

Est. 8 Hrs. @ \$140/Hr. 1,120.00 15,010.00

Materials



Joe Schaack
West Valley Water District
June 27, 2019
Page -3-

• Certi-loc replacement coupling spline	70.00	
• Pump bowl w/ 17-4 SS Bolw shaft, SS Impellers & trim	19,166.00	
• Bowl shaft coupling	69.00	
• Carbon steel line shaft coupling (15)	550.00	
• Tube and shaft assemblies (100)	5,500.00	
• Standard wall oil lube column pipe, threaded & coupled (9)	12,300.00	
• Black widow oil tube centering spider	245.00	
• Tension oil receiver bearing bronze insert	120.00	
• Oil tube nut Garlock packing	58.00	
• Top tension tube "special"	290.00	
• Head shaft "carbon steel"	1,220.00	
• Bronze adjusting nut, gib key & lock screw	180.00	
• Gallon electric motor turbine oil	32.00	
• Gallons oil tube installation turbine oil	320.00	
• Oiler assembly misc. copper tube & compression fittings	18.00	
• 1/4" 316SS PVC jacket Dekron air line tubing w/ water level pressure gage	1,420.00	
• Airline misc. stainless steel tube & compression fittings	18.00	
• 1 1/4" Sch 80 Flush joint PVC	1,580.00	
• 12" 150# Nut, bolt & full-face gasket kit	120.00	
• Electrical connection kit "X-Large"	350.00	
• Misc. Assembly lube, solvents, paint, base sealant, shims & fasteners	220.00	
• Estimated inbound freight	680.00	
• Sales tax @ 8.0 %	<u>3,562.08</u>	48,088.08

Outside Service

• Sandblast and paint discharge head		<u>520.00</u>
--------------------------------------	--	---------------

Note: add 2.5% for bonds 1,779.45

Total Cost: \$ 72,957.53

Should you have any questions or need additional information regarding the above summary, please do not hesitate to contact us. Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy
Sr. Project Manager/ Project Engineer

EXHIBIT B

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this **8th day of April, 2019** by and between West Valley Water District, a public agency of the State of California ("District") and **General Pump Company** ("Consultant").

RECITALS

- A. On or about April 8, 2019 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**

Clarence C. Mansell Jr.
Clarence C. Mansell Jr., General Manager

Crystal L. Escalera
Crystal L. Escalera, Board Secretary

CONSULTANT:

General Pump Company

By J. N. Chy
Name Tom NANCY
Its Sr. Project Mgr. / Sr. Project Engr.

By _____
Name _____
Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

Phase I – Assessment of Well Condition Activities:

1. Pull existing well pump for Well#15, load and transport to General Pump for inspection.
2. Tear down pump, inspect and provide a written report.
3. Brush and bail well.
4. Video log well.
5. Furnish, install and remove test pump.
6. Test pump well.
7. Re-video.
8. Miscellaneous related activities as directed by the General Manager.

Incorporated into this contract are all "Contact Documents" Sections 2.5, 2.6, 2.7, 2.8 and 2.9.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Phase I - Not to exceed \$75,000



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

June 14, 2019

Via Email

West Valley Water District
855 West Baseline Road
Rialto, Ca, 92377
Attn: Joe Schaack

Subject: Well 15 Rev. 2

General Pump Company is pleased to provide our quote for the complete removal and inspection of the existing pump equipment located at well 15. This includes costs for cleaning the well to help induce pump results and well yield from past years. To determine actual well yield improvements, we recommend the minimum work be completed. Wire brushing while actively chlorinating using our special steel brush and HTH additive. We will also bail the well as required.

A test pump will be used for development and will be actively surged to accelerate development by removing additional fines. A constant rate test will follow to record data to be used in the potential redesign of the pump. During the final hour or so of the constant rate tests, The District can pull water quality samples as feel necessary. Pump repairs or replacement will be quoted separately after the shop inspection and final pump testing.

Cost

Well Rehabilitation

\$ 200.00

Shop Labor

- Includes all loading/ off loading, brush prep (2x) swab prep
Pump tear down & inspection, Engineering review
- Test pump prep- load and unload materials including
Temporary VFD.

Est. 40 Hrs. @ \$90/Hr. 3,600.00

Field Labor

- Pull pump and transport to GPC for inspection, prep well for video,
Store motor @ GPC facility



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Page -2-

Field Labor (Continued)

2 Men Rig & Service Truck <i>Est.</i> 24 Hrs. @ \$260/Hr.	6,240.00	
One Man & 10-Ton Rotary Crane <i>Est.</i> 24 Hrs. @ \$170/Hr.	4,080.00	10,320.00

Wire Brush / Bail Well

- Wire brush and bail well. We will incorporate (2) wire brushes during this phase. This will ensure that we are getting positive action. We will also add HTH chlorine in our specially designed wire brush.

<i>Est.</i> 30 Hrs. @ \$260/Hr.	7,800.00	
<i>Est.</i> Overtime- 6 Hrs. @ \$110/Hr.	660.00	8,460.00

Test Pump

- Furnish, Install and Remove test pump Equipment 30,000.00
- Provide development by pumping and surging
Est. 24 Hrs.@ \$125/Hr. 3,000.00 33,000.00

Rental equipment

- Portable Toilet 600.00
- 350 HP VFD- Connecting cables to Motor & Drive
NPDES Compliance 1,500.00
2,500.00
- Roll off Bin – Includes clean out 1,500.00 6,100.00

Outside Service

- (2) Video logs- (2) @ \$1,000 2,000.00

Note: add 2.5% for bonds 1,943.00

Total Cost: \$ 65,623.00



Joe Schaack
West Valley Water District
June 14, 2019
Page -3-

Should you have any questions or need additional information regarding the above summary, please do not hesitate to contact us.

Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Tom Nanchy

Tom Nanchy
Sr. Project Manager/ Project Engineer



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER AN AGREEMENT FOR AS-NEEDED, ON-CALL
 TECHNICAL SERVICES WITH CAROLLO ENGINEERS, INC. FOR
 FIXED BED BIOTREATMENT (FXB) SUPPORT

BACKGROUND:

Construction, demonstration operation, and robustness testing of the fixed bed biotreatment (FXB) system is complete. In May 2019, the State Water Resources Control Board, Division of Drinking Water (DDW) issued a permit amendment to the domestic water supply permit to West Valley Water District (District) permitting the operation of the fixed bed biotreatment (FXB) system discharging into the water distribution system. As with the fluidized bed reactor (FBR) water treatment system, the FXB system removes nitrate and perchlorate in the groundwater from the Rialto-Colton Basin (Basin).

The FXB system will add increased capacity and provide additional data points for contaminant removal. The objective of the side-by-side comparison (FXB vs. FBR) is to determine the most efficient and cost-effective technology that could then be utilized in the cleanup of perchlorate nationwide. District staff will take over the operation of the FXB system from Carollo Engineers, Inc. (Carollo) within a few months.

DISCUSSION:

District staff has identified a need to have Carollo provide as-needed, on-call technical services for the period of one (1) year to assist in diagnosing problems, troubleshooting of general issues impacting water quality, reliability or compliance with the District's operations permit. Carollo is the sole inventor of the FXB system (US Patent No. 9,856,160). Attached as **Exhibit A** is the Sole Source Justification Form.

FISCAL IMPACT:

This item is included in the Fiscal Year 2019/20 Operating Budget and will be funded from account numbers 011-5350-531.33-30 titled "Professional Services/Other Consultants" with a budget of \$55,000.00. All performance pursuant to this contract shall be on an "as-needed" basis. Any tasking shall be initiated solely by the District. Moreover, execution of a contract by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor and the subsequent issuance of a

Task Order.

The District has not put this item out for bid because this is a sole source item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve an Agreement with Carollo Engineers, Inc. for As-Needed, On-Call Technical Services for Fix Bed Biotreatment (FXB) Support for one year in the amount not to exceed \$50,000.00.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM;jc

ATTACHMENT(S):

1. Exhibit A - Sole Source Justification Form
2. Exhibit B - Proprietary Letter and US Patent
3. Exhibit C - Carollo Proposal
4. Exhibit D - Professional Services Agreement

EXHIBIT A

Sole Source Justification

Professional Services for FXB Support

1. Why do we need to acquire the goods and services?

Ongoing work on the FXB system will be needed to ensure that the produced water meets the highest quality expectations that WVWD upholds. FXB system is Carollo Engineers, Inc.'s technology. District staff has identified a need to execute an agreement for the first year to assist in diagnosing problems, troubleshooting of general issues impacting water quality, reliability or compliance with the District's operations permit, and preparing the First-Year Performance Report per the FXB plant permit requirement.

2. Why are the goods or services the only ones that can meet your needs?

Carollo Engineers, Inc. designed the FXB and has been operating it. They have hands on experience with this exact system and understand the process extremely well, and thus, selecting them would be the optimal choice as other consulting firms would be unfamiliar with the process. Carollo Engineers, Inc. will expedite the process significantly.

3. Were alternative goods/services evaluated? If yes, why are those unacceptable?

Different consulting firms have not yet been evaluated as Carollo Engineers, Inc. is the key choice in a service contract as they designed, built, and operated the FXB system. Other consulting firms would be unacceptable as they don't know the process and technology.

4. What efforts were made to get the best price?

Carollo Engineers, Inc. offers their standard rates.

5. Why is price fair and reasonable?

The price is fair and reasonable.

6. What impact is there if the sole source is not used?

If Carollo Engineers, Inc. is not selected, other consulting firms would charge a significantly higher amount, take longer times to figure out necessary solutions, and be less familiar with the process. Carollo Engineers, Inc. is the obvious choice for an ongoing service contract.

Recommendation:

Supervisor/Department Head Signature: Joanne Chan Date: 6/20/19

Supervisor/Department Head Print Name: Joanne Chan

General Manager Signature: Clarence C. Mansell, Jr. Date: 06/24/19

General Manager Print Name: Clarence C. Mansell, Jr.

EXHIBIT B



3150 Bristol Street, Suite 500, Costa Mesa, California 92626
P. 714.593.5100 F. 714.593.5101

June 3, 2019

Joanne Chan
Operations Manager
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Re: Two-Stage, Fixed-Bed Biotreatment System

Dear Ms. Chan,

This letter is to confirm that Carollo Engineers, Inc. is the sole inventor of the two-stage, fixed-bed biotreatment system (US Patent No. 9,856,160), which is in operation at West Valley Water District's headquarters facility in parallel with the fluidized-bed biotreatment plant. Should you have questions, please contact me at 714.593.5100 or jbrown@carollo.com.

Sincerely,

A handwritten signature in blue ink that reads "Jess C. Brown".

Jess Brown, Ph.D., P.E.
Senior Vice President
R&D Practice Director



US009856160B2

(12) **United States Patent**
Brown et al.

(10) **Patent No.:** **US 9,856,160 B2**
(45) **Date of Patent:** **Jan. 2, 2018**

(54) **BIOLOGICAL TWO-STAGE
CONTAMINATED WATER TREATMENT
SYSTEM**

(71) Applicant: **Carollo Engineers, Inc.**, Sacramento,
CA (US)

(72) Inventors: **Jess C. Brown**, Sarasota, FL (US);
Christopher T. Cleveland, Sacramento,
CA (US)

(73) Assignee: **BIOTTTA LLC**, Phoenix, AZ (US)

(*) Notice: Subject to any disclaimer, the term of this
patent is extended or adjusted under 35
U.S.C. 154(b) by 867 days.

(21) Appl. No.: **13/573,533**

(22) Filed: **Sep. 22, 2012**

(65) **Prior Publication Data**

US 2014/0083934 A1 Mar. 27, 2014

(51) **Int. Cl.**

C02F 1/72 (2006.01)
C02F 3/28 (2006.01)

(Continued)

(52) **U.S. Cl.**

CPC **C02F 1/722** (2013.01); **C02F 1/72**
(2013.01); **C02F 3/006** (2013.01); **C02F 3/12**
(2013.01);

(Continued)

(58) **Field of Classification Search**

CPC .. **C02F 1/66**; **C02F 1/722**; **C02F 3/006**; **C02F**
3/30; **C02F 2101/16**; **C02F 2101/105**;

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pollution of surface water resources", Int J Environ Res Public
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(Continued)

Primary Examiner — Katherine Zalasky

Assistant Examiner — Benjamin Lebron

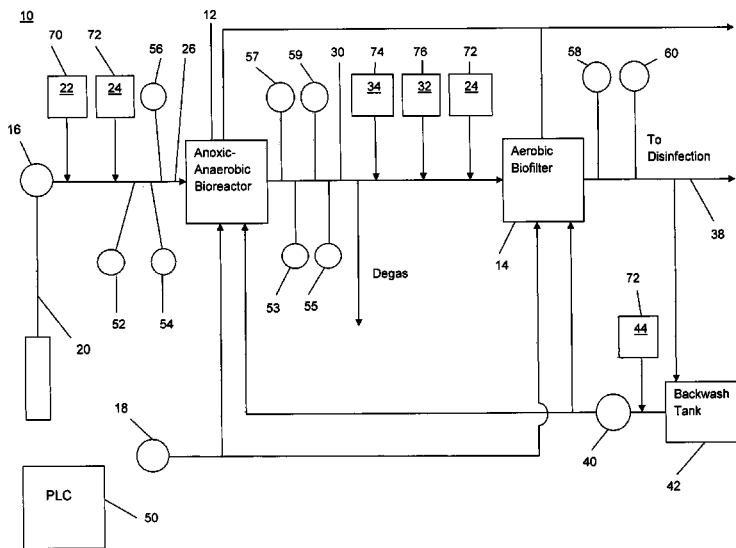
(74) *Attorney, Agent, or Firm* — The Webb Law Firm

(57)

ABSTRACT

The systems may be used for treatment of water that
contains contaminants. Water containing at least one of a
nitrate, percholate, chromate, selenate and a volatile organic
chemical is combined with nutrients and then is processed in
an anoxic-anaerobic bioreactor. The combined effluent may
also be oxygenated by dosing with hydrogen peroxide or
liquid oxygen. The combined effluent of the bioreactor is
dosed with a particle conditioning agent. The combined
effluent treated water of the bioreactor is then filtered in a
biofilter to produce a treated effluent stream. The influent
water and combined effluent of the anoxic-anaerobic biore-
actor may also be dosed with hydrogen peroxide to control
biomass content in the system.

17 Claims, 1 Drawing Sheet



US 9,856,160 B2

(51) **Int. Cl.**
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C02F 101/32 (2006.01)
C02F 103/06 (2006.01)

(52) **U.S. Cl.**
CPC *C02F 3/121* (2013.01); *C02F 3/28* (2013.01); *C02F 3/2806* (2013.01); *C02F 3/30* (2013.01); *C02F 9/00* (2013.01); *C02F 1/52* (2013.01); *C02F 3/1273* (2013.01); *C02F 3/2833* (2013.01); *C02F 3/302* (2013.01); *C02F 2003/001* (2013.01); *C02F 2003/003* (2013.01); *C02F 2101/106* (2013.01); *C02F 2101/12* (2013.01); *C02F 2101/163* (2013.01); *C02F 2101/22* (2013.01); *C02F 2101/322* (2013.01); *C02F 2103/06* (2013.01); *C02F 2209/001* (2013.01); *C02F 2209/003* (2013.01); *C02F 2209/03* (2013.01); *C02F 2209/11* (2013.01); *C02F 2209/15* (2013.01); *C02F 2209/22* (2013.01)

(58) **Field of Classification Search**
CPC *C02F 2101/322*; *C02F 2103/007*; *C02F 2103/06*; *C02F 2101/106*; *C02F 2101/163*; *C02F 2101/12*; *C02F 2101/36*; *C02F 2101/22*; *C02F 3/00*; *C02F 3/02*; *C02F 3/12*; *C02F 3/28*; *C02F 1/72*; *C02F 1/52*; *C02F 2003/001*; *C02F 2003/003*; *C02F 2209/001*; *C02F 2209/003*; *C02F 2209/03*; *C02F 2209/11*; *C02F 2209/15*; *C02F 2209/22*; *C02F 3/1273*; *C02F 3/121*; *C02F 3/2806*; *C02F 3/2833*; *C02F 3/302*; *C02F 9/00*

See application file for complete search history.

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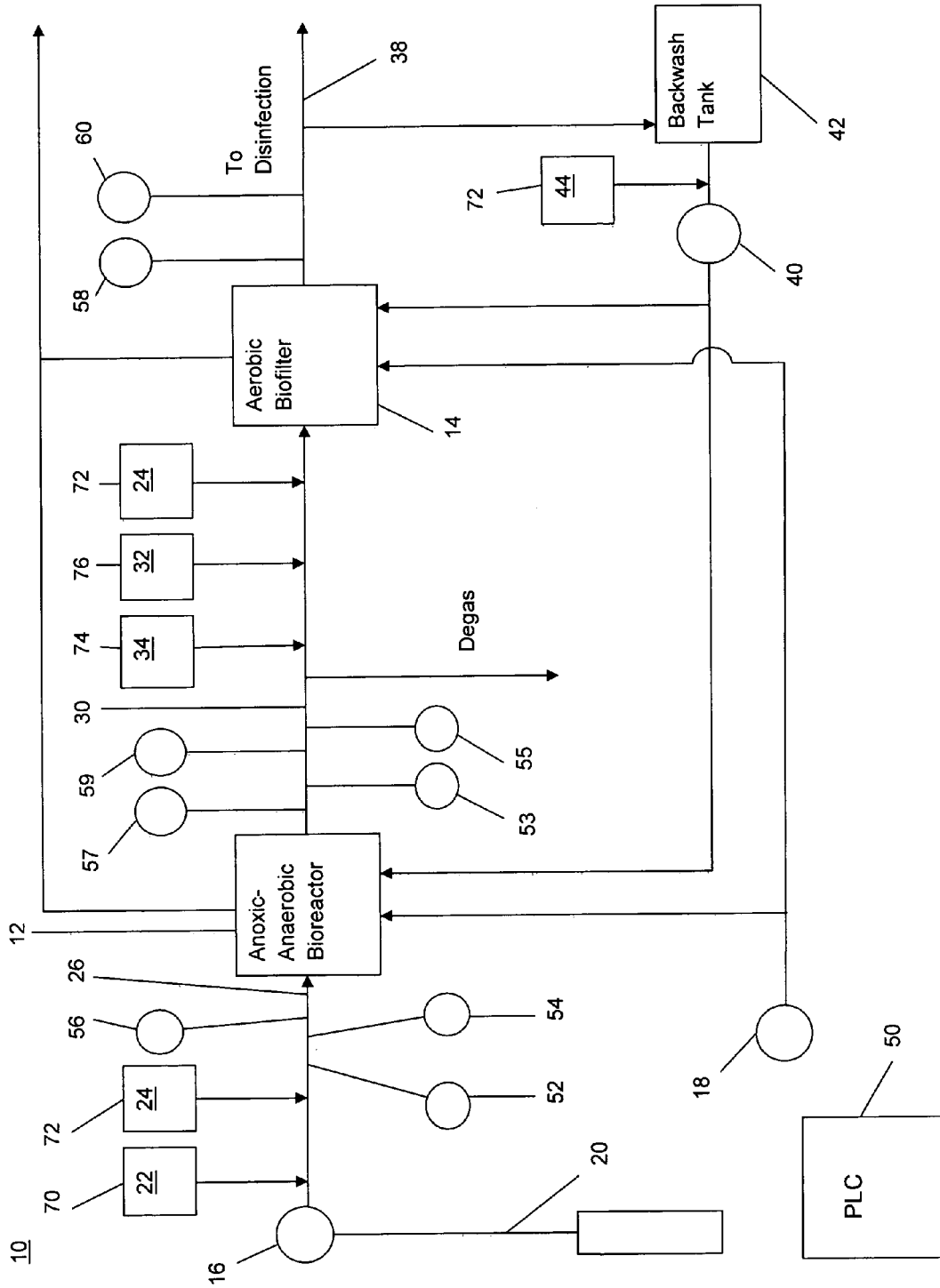
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Applied and Environmental Microbiology, Dec. 1991, pp. 3418-3422, Copyright 1991, American Society for Microbiology, vol. 57, No. 12, by Fathepure and Vogel.

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US 9,856,160 B2

1
**BIOLOGICAL TWO-STAGE
 CONTAMINATED WATER TREATMENT
 SYSTEM**

BACKGROUND OF THE INVENTION

This invention relates to processes and systems for treatment of groundwater or surface water that contains at least one of the following contaminants: nitrate, perchlorate, chromate, selenate, and volatile organic chemicals such as perchloroethylene, trichloroethylene, dichloroethylene, vinyl chloride, trichloropropanol, dibromochloropropane, and carbon tetrachloride. The new method implements a second treatment stage aerobic biofilter in combination with a first stage anoxic/anaerobic bioreactor with interstage oxygenation and particle conditioning addition.

Raw drinking water sources may contain nitrate, perchlorate, chromate, selenate, and one or more of various volatile organic chemicals, for example, perchloroethylene, trichloroethylene, dichloroethylene, vinyl chloride, trichloropropane, dibromochloropropane and carbon tetrachloride. There are numerous processes and technologies available for removing one or more of these contaminants from drinking water, including ion exchange, reverse osmosis, electrodi-
 alysis reversal, granular activated carbon adsorption, air stripping, and advanced oxidation. Each of these processes and technologies has one or more of the following disadvantages: exerts a high energy demand, exerts a high operational cost, generates of a high-strength concentrated waste stream that must be further treated or disposed, adds considerable salt to a given watershed, does not address all of the cited contaminants, is sensitive to raw water quality, and sensitive to operating conditions.

Various biological processes have also been tested and used to treat one or more of the cited contaminants. These processes are typically single stage biological reactors with upstream nutrient addition. These processes have one of more of the following disadvantages in that they: cannot treat all of the cited contaminants, produce excess biomass that can slough into the effluent of the bioreactor, can experience clogging due to the production of excessive extracellular polymeric substances, and can leak nutrients into the effluent, thereby causing biological regrowth potential and disinfection by-product formation potential.

Some processes may include an additional element with a particulate filter unit that may be sand, granular activated carbon, anthracite or similar media and may have a backwash system to reduce clogging and to fluidize the bioreactor bed. However, the filtration in these systems is for high rate particle filtration rather than for degrading and removing dissolved contaminants.

SUMMARY OF THE INVENTION

The present invention is directed to processes and systems for treatment of water that contains contaminants. Water containing at least one of a nitrate, percholate, chromate, selenate and a volatile organic chemical is combined with nutrients and then is processed in an anoxic-anaerobic bioreactor. The combined effluent of the bioreactor is dosed with a particle conditioning agent. The combined effluent may also be oxygenated by dosing with hydrogen peroxide or liquid oxygen. The combined effluent treated water of the bioreactor is then filtered in a biofilter to produce a treated effluent stream. The influent water and combined effluent of the anoxic-anaerobic bioreactor may also be dosed with hydrogen peroxide to control biomass content in the system.

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These and other features, aspects and advantages of the present invention will become better understood with reference to the following drawings, description and claims.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 illustrates a biological two-stage contaminated water treatment system according to an embodiment of the invention.

DETAILED DESCRIPTION

The following detailed description represents the best currently contemplated modes for carrying out the invention. The description is not to be taken in a limiting sense, but is made merely for the purpose of illustrating the general principles of the invention.

Referring to FIG. 1, a biological treatment system 10 for removing one or more contaminants from groundwater or surface water has a first stage bioreactor 12 and a second stage biofilter 14. The bioreactor 12 may be an anoxic-anaerobic bioreactor that receives influent raw drinking water 20 with nutrients 22 added. The nutrients 22 that may include acetic acid, ethanol, and glycerin as carbon source/electron donors, phosphorus in the form of phosphoric acid, and nitrogen in the form of ammonia (e.g., liquid ammonium sulfate) may serve to achieve microbial degradation of water contaminants that may include nitrate, perchlorate, chromate, selenate, perchloroethylene, trichloroethylene, trichloropropane, carbon tetrachloride, dibromochloropropane and other volatile organic chemicals. The dosing of the influent water with hydrogen peroxide 24 may limit biological clogging of the system 10.

The bioreactor 12 may be a suspended growth reactor, granular fixed-film reactor that is fixed-bed or fluidized bed, or membrane-based fixed-film reactors. The anoxic-anaerobic bioreactor 12 may degrade/remove nitrate, perchlorate, chromate, selenate, perchloroethylene, trichloroethylene, dichloroethylene, vinyl chloride, trichloropropanol, carbon tetrachloride, and other volatile organic chemicals.

After the dosed water influent stream 26 is treated across the bioreactor 12 the effluent treated water 30 may be dosed with oxygen 32 and dosed with a particle conditioning agent 34 in the interstage flow between the bioreactor 12 and the aerobic biofilter 14. The oxygenation 32 may be accomplished by dosing with hydrogen peroxide 24, liquid oxygen, by an aeration process such as fine-bubble diffusion or cascade aeration, or by an eduction process. The particle conditioning agent 34 dosing may be by use of a coagulant such as alum or ferric, or by use of a polymeric compound such as cationic polymer. The dosage of hydrogen peroxide 24 may be approximately 1 to 2 mg/L for biomass control and approximately 10 to 12 mg/L for oxygenation.

The effluent treated water 30 with added dosing in the interstage flow that may increase the oxidation-reduction potential of the water, release trapped nitrogen gas bubbles as necessary, and condition sloughed biomass is then processed in the aerobic biofilter 14. The aerobic biofilter 14 may be a granular media-based biofilter or a biologically active membrane filter. The aerobic biofilter 14 may degrade/remove remaining volatile organic chemicals, hydrogen sulfide, residual carbon nutrient, and sloughed biomass.

The system 10 control of biomass conditions in the anoxic-anaerobic bioreactor 12 and the aerobic biofilter 14 are important to the efficiency of removing the contaminants in the influent water 20 and in the effluent treated water 30.

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3

The contaminants in the influent water **20**, the nutrients **22** from nutrient dosing, and the constituents in the resulting effluent treated water **30** are further treated in the aerobic biofilter **14**. The biomass conditions at each stage **12**, **14** may be monitored for turbidity and pressure loss to measure 5
slime, sloughing, clogging and the like conditions. The dosing of influent water **20** and effluent treated water **30** with hydrogen peroxide **24** serves to chemically scour biomass and unclog the bioreactor **12** and biofilter **14**, and the conduit or piping for conducting fluids in the system **10**. The 10
hydrogen peroxide **24** may be dosed intermittently or continuously as controlled by a program logic control system **50**. There may also be a backwash pump **40** and backwash tank **42** to control or minimize biomass in the system **10** to reduce biological clogging of the bioreactor **12** and biofilter **14**. 15

The two-stage system **10** with a wide range in oxidation-reduction potential allows enhanced processing of the range of contaminants that can be degraded and removed. The destruction of multiple contaminants may be accomplished 20
with reduced energy input and without producing high-volume, high-strength waste streams. The contaminant removal performance has been demonstrated in analysis to be typically independent of raw water quality. The treated effluent stream **38** of the system **10** also has minimal 25
biomass.

Sensors and control devices may be used to monitor and control dosing at the various stages of the system **10**. The dosed nutrients **22** concentration is a function of the dissolved oxygen and nitrate concentration in the raw drinking 30
water **20**. Oxygen analyzers **52**, **53** and nitrate analyzers **54**, **55** measure the dissolved oxygen and nitrate in the raw drinking water **20** and effluent treated water **30** and transmit the data to the program logic controller **50** that correlates the data to then transmit control signals to a nutrient **22** dosing 35
unit **70** or feed pump to dose at a calculated concentration. Generally the program logic controller **50** will be programmed with a range of dissolved oxygen and nitrate that is desired in the effluent treated water **30** and when measured values are outside the ranges, the program logic controller 40
50 will adjust nutrients **22** dosing to correct the concentrations. This feed-forward, feed-backward nutrient **22** dose control **70** ensures that sufficient nutrients **22** are dosed to the system **10** while minimizing excess nutrients in the effluent treated water **30** of the anoxic-anaerobic bioreactor 45
12.

Pressure sensors **56**, **57**, **58** may be used to measure pressure drop between the influent drinking water **20** and the effluent treated water **30**, and between the effluent treated water **30** and the treated effluent stream **38**. Turbidity sensors 50
59, **60** may be used to measure turbidity of the effluent treated water **30** and treated effluent stream **38**. The measurements may be transmitted to the program logic controller **50** for calculating biomass conditions at each stage **12**, **14** to assess the slime growth, sloughing matter, clogging and 55
the like that is detrimental to efficient system **10** operation. Based on the measurement data the program logic controller **50** will adjust the dosing of hydrogen peroxide **24** by control of a hydrogen peroxide dosing unit **72** in water flows **26**, **30**, and will control backwash pump **40** and air blower **18** 60
to chemically scour and physical loosen and remove biomass accumulation in the system **10**. The measurement data may also be used to control and adjust dosing of the particle conditioning agent **34** by a particle condition unit **74** and of the liquid oxygen **32** by an oxygen dosing unit **76**. 65

While the invention has been particularly shown and described with respect to the illustrated embodiments

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thereof, it will be understood by those skilled in the art that the foregoing and other changes in form and details may be made therein without departing from the spirit and scope of the invention.

We claim:

1. A method for treatment of groundwater or surface water that contains contaminants comprising:

dosing an influent groundwater or surface water stream containing at least one of a nitrate, perchlorate, chromate, selenate and a volatile organic chemical with nutrients and, after dosing the influent groundwater or surface water stream, processing the influent groundwater or surface water stream in an anoxic-anaerobic bioreactor;

dosing an effluent treated water stream of said anoxic-anaerobic bioreactor with a particle conditioning agent; oxygenating said effluent treated water stream of said anoxic-anaerobic bioreactor;

after dosing the effluent treated water stream with the particle conditioning agent and oxygenating the effluent treated water stream, filtering the effluent treated water stream in an aerobic biofilter to produce a treated effluent stream, wherein the aerobic biofilter is a granular media-based biofilter;

dosing hydrogen peroxide to said influent groundwater or surface water stream to control biomass content;

dosing hydrogen peroxide to said effluent treated water stream in the interstage flow between the anoxic-anaerobic bioreactor and the aerobic biofilter for oxygenation;

measuring a nitrate concentration and dissolved oxygen concentration in the influent groundwater or surface water stream;

measuring a nitrate concentration and dissolved oxygen concentration in the effluent treated water stream; and

controlling, by a program logic controller, the dosing of the influent groundwater or surface water stream with nutrients based on the nitrate concentration and dissolved oxygen concentration in the influent groundwater or surface water stream and the effluent treated water stream.

2. The method as in claim 1 further comprising monitoring the pressure change and the turbidity in said anoxic-anaerobic bioreactor and in said aerobic biofilter for operation of a backwash pump to pump a fluid from a backwash tank to flow through said anoxic-anaerobic bioreactor and said aerobic biofilter to control biomass content.

3. The method as in claim 2 wherein said fluid is said treated effluent stream.

4. The method as in claim 3 wherein said fluid is dosed with hydrogen peroxide.

5. The method as in claim 1 wherein said nutrients are selected from the group consisting of organic carbon based electron donors, phosphorus and nitrogen.

6. The method as in claim 1 wherein said nutrients are acetic acid, phosphoric acid and liquid ammonium sulfate.

7. The method as in claim 1 wherein said anoxic-anaerobic bioreactor is selected from the group consisting of a suspended growth reactor and a fixed-film reactor.

8. The method as in claim 1 wherein said anoxic-anaerobic bioreactor is a fixed bed bioreactor with granular activated carbon for a biogrowth support medium.

9. The method as in claim 1 wherein oxygenating said effluent treated water stream comprises: dosing said effluent treated water stream with hydrogen peroxide; dosing said effluent treated water stream with liquid oxygen; fine bubble diffusion aeration of said effluent treated water stream;

5

6

cascade aeration of said effluent treated water stream; or
eduction of said effluent treated water stream.

10. The method as in claim 1 wherein said particle
conditioning agent is selected from the group consisting of
a coagulant and a polymeric compound. 5

11. The method as in claim 1 wherein said particle
conditioning agent is a cationic polymer.

12. The method as in claim 1 wherein said aerobic
biofilter is a fixed-bed biofilter with dual media of sand and
granular activated carbon. 10

13. The method as in claim 1 wherein said volatile organic
chemicals comprising:

at least one of perchloroethylene, trichloroethylene,
trichloropropane, carbon tetrachloride, dichloroethyl-
ene, vinyl chloride, dichloropropane, dibromochloro- 15
propane.

14. The method as in claim 1 wherein the dosing of
hydrogen peroxide is approximately 1 to 2 mg/L for biomass
control and approximately 10 to 12 mg/L for oxygenation.

15. The method as in claim 1 further comprising moni- 20
toring the pressure change and the turbidity in said anoxic-
anaerobic bioreactor and in said aerobic biofilter to control
dosing of said influent groundwater or surface water stream
and said effluent treated water stream with hydrogen perox-
ide. 25

16. The method of claim 1, wherein the influent ground-
water or surface water stream is surface water.

17. The method of claim 1, wherein the influent ground-
water or surface water stream is groundwater.

* * * * * 30

EXHIBIT C

May 22, 2019

SCOPE OF SERVICES - PROPOSAL

WEST VALLEY WATER DISTRICT

(DISTRICT)

AND

CAROLLO ENGINEERS, INC.

(CAROLLO)

Continuing Services for Fixed-Bed Biological Treatment Plant Operations, Monitoring, and Reporting

PURPOSE

The purpose of this proposal is to provide one year of on-call technical services to assist District staff when needed with the operation, monitoring, and reporting related to their fixed-bed biological treatment plant. The general task elements are indicated in the list below. CONSULTANT will obtain CITY direction and approval prior to proceeding.

- Remote monitoring of the process and providing observations and operational assistance as needed.
- Troubleshooting of general issues impacting water quality, reliability or compliance with the DISTRICT's operations permit.
- Assistance in diagnosing problems and identifying parts replacements for equipment (to be purchased by the DISTRICT).

TIME OF PERFORMANCE

Tasks within this on-call technical services agreement will be completed within 12 months following notice to proceed.

PAYMENT

Payment for services rendered by CONSULTANT for on-call assistance will be on a time and materials (T&M) basis, not to exceed fifty thousand dollars (\$50,000), in accordance with the fee schedule established at the time services are provided. The current fee schedule, dated January 1, 2019, is attached hereto. The not-to-exceed total is based on the anticipated work effort shown in the table below.

Staff	Engineer Classification	Regular Support Hours	Total Hours	Rate/hour	PECE ¹	Total
James Barazesh	Assistant Professional	12/month	144	\$181	\$12/hour	\$27,792
Jess Brown	Lead Project Professional	6/month	72	\$283	\$12/hour	\$21,240
Total (rounded)						\$50,000
1 Project Equipment and Communication Expense						

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

WEST VALLEY WATER DISTRICT

CAROLLO ENGINEERS, INC.

Clarence Mansell Jr., General Manager

Jess Brown, Senior Vice President

CAROLLO ENGINEERS, INC.**FEE SCHEDULE**

**As of January 1, 2019
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$181.00
Professional	222.00
Project Professional	263.00
Lead Project Professional	283.00
Senior Professional	306.00
Technicians	
Technicians	137.00
Senior Technicians	191.00
Support Staff	
Document Processing / Clerical	120.00
Project Equipment Communication Expense (PECE) Per DL Hour	12.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2019	\$.58 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

EXHIBIT D



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Carollo Engineers, Inc.

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this _____ (“Effective Date”) is by and between West Valley Water District (“District”) and Carollo Engineers, 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.

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.

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 immediately notify District's 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 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: Clarence C. Mansell, Jr.
General Manager

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

To Consultant: Carollo Engineers, Inc.
3150 Bristol Street, Suite 500
Costa Mesa, CA 92626
Attention: Jess Brown
Senior Vice President

- 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 by the Board of Directors of the District, or 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 _____
Clarence C. Mansell, Jr., General Manager

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. _1__

This Task Order ("Task Order") is executed this 20th day of June, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and Carrollo Engineers, Inc ("Consultant").

RECITALS

- A. On or about June 20, 2019 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**

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. __1__

SCOPE OF SERVICES

The purpose of this proposal is to provide one year of on-call technical services to assist District staff when needed with the operation, monitoring, and reporting related to their fixed-bed biological treatment plant. The general task elements are indicated in the list below. Consultant will obtain District’s direction and approval prior to proceeding.

- Remote monitoring of the process and providing observations and operational assistance as needed.
- Troubleshooting of general issues impacting water quality, reliability or compliance with the District’s operations permit.
- Assistance in diagnosing problems and identifying parts replacements for equipment (to be purchased by the District).

EXHIBIT “2”
TO
TASK ORDER NO. _1_

COMPENSATION

Staff	Engineer Classification	Regular Support Hours	Total Hours	Rate/hour	PECE ¹	Total
James Barazesh	Assistant Professional	12/month	144	\$181	\$12/hour	\$27,792
Jess Brown	Lead Project Professional	6/month	72	\$283	\$12/hour	\$21,240
Total (rounded)						\$50,000
1 Project Equipment and Communication Expense						

Payment for services rendered by CONSULTANT for on-call assistance will be on a time and materials (T&M) basis, not to exceed fifty thousand dollars (\$50,000), in accordance with the fee schedule established at the time services are provided.

EXHIBIT "3"
TO
TASK ORDER NO. __1__
SCHEDULE

As determined by District staff.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

1. 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 Barazesh – Assistant Professional

Jess Brown – Lead Project Professional

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.